

David Brewster
Cell: 617.320.2588
Email: dtbrewster@comcast.net
Permanent address: 8 Prospect Street, Winchester, MA 01890
Seasonal address: 41 Pine Martin Run, Beaver Cove, ME 04441
and for mail P.O. Box 1645, Greenville, ME 04441

Received
JUL 18 2025
LUPC - Greenville

July 18, 2025

VIA USPS PRIORITY MAIL

Maine Land Use Planning Commission
43 Lakeview Street
P.O. Box 1107
Greenville, ME 04441

Re: Burnt Jacket Holding I, LLC's Application filed for Public Inspection on July 1, 2025

To Whom It May Concern:

I am writing to respectfully submit that the Commission should include in its consideration of the above-referenced application, the applicant's failure to comply with the Commission's Subdivision Permit SP 4081, dated April 7, 2009, and Certificate of Compliance for such permit, dated April 26, 2010.

Enclosed please find (a) letters, dated January 26, 2018 and July 31, 2018, from me to the applicant under Permit SP 4081 and (b) notes of my presentation to the September 5, 2020 meeting of the association created under Permit SP 4081 which detail the applicant's failures to comply, with my presentation being the most easily digestible of the three enclosures.

Cutting through it all, the applicant failed to pay dues on the lots it owned as required by the declaration of covenants and related documents for the association created pursuant to Permit SP 4801 resulting in over \$120,000 in unpaid assessments and interest thereon as of December 31, 2018 when I last calculated it.

If I can be of any assistance in the Commission's inclusion of these matters in connection with the Commission's consideration of the above-referenced application, I would be pleased to do so.

Very truly yours,



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JUL 18 2025
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David T. Brewster
8 Prospect Street, Winchester, Massachusetts 01890
41 Pine Martin Run, Beaver Cove, Maine 04441
Cell: 617.320.2588
Email: dtbrewster@comcast.net

January 26, 2018

VIA PRIORITY MAIL

Boards of Directors of the Burnt Jacket Property
and Road Owners Associations
1182 Odlin Road
Hermon, Maine 04401

Attention: Henry E. McPherson

Dear Mr. McPherson:

I am writing to you, your employee Matthew A. Miller and your son Mark McPherson in your capacities as the members of the Boards of Directors of the Burnt Jacket at Moosehead Lake Property Owners Association, Inc. (the "Property Owners Association") and the Burnt Jacket Road Owners Association (the "Road Owners Association" and, together with the Property Owners Association, the "Associations") to follow up on the annual meetings thereof held on September 16, 2017 (the "2017 Annual Meetings").¹

When I reviewed the minutes from the annual meetings of the Associations from the prior year sent to me by the Associations' Secretary Mr. Miller in advance of the 2017 Annual Meetings, I was surprised to learn that you and the other directors and officers of the Associations were not collecting assessments on the Lots owned by the Declarant – an entity which you control. When I asked about this at the 2017 Annual Meetings, you and Mr. Miller seemed defensive and noticeably agitated.

After considerable "back and forth" during the 2017 Annual Meetings, I agreed to your request that we table this matter on two conditions. One, that the minutes of the 2017 Annual Meetings reflect our "back and forth" regarding this matter, which they do not.

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed them in (a) the Articles of Incorporation, the Declaration of Covenants and Conditions or the By-Laws of the Property Owners Association, in each case as amended through the date hereof (collectively, the "Property Owners Association Organizational Documents") or (b) the Articles of Incorporation, the Declaration of Covenants or the By-Laws of the Road Owners Association, in each case as amended through the date hereof (collectively, the "Road Owners Association Organizational Documents" and together with the Property Owners Association Organizational Documents, the "Associations Organizational Documents").

Received

JUL 18 2025

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And two, that you would look into this matter and get back to me, which you have not. So, I am writing to respectfully request that you correct the minutes and respond in writing regarding this matter.²

To refresh your recollection regarding my part of our "back and forth" at the 2017 Annual Meetings, as confirmed by my further review the Associations Organization Documents and applicable law in coordination with our counsel,³ I submit the following for your consideration:

- Under the Associations Organizational Documents and the Maine Nonprofit Corporation Act (the "MNCA"), the directors and officers of the Associations are bound to act in the best interest of the Associations and are specifically charged with enforcing the terms and provisions of the Associations Organizational Documents, including assessments on all of the Owners. By your own oral and written admissions, you and the other directors and officers have failed to do that with the Declarant.
- The legal framework you built for the Associations sets out severe consequences for this failure for you and the other directors and officers, as well as for the Declarant and its creditors. With regard to you and the other directors and officers, under the MNCA all of you are personally liable when you put your personal interests ahead of your fiduciary duties, as you have done by giving the Declarant you have personal interests in a "free ride" on its assessments at the expense of Associations' financial viability. With regard to the Declarant and its creditors, under the Associations Organizational Documents its unpaid assessments accrue interest at the prime rate, plus 5%, and are automatically secured by a mortgage on the Declarant's Lots in the name of the Associations having priority over all other liens, mortgages and other encumbrances.⁴

As you know, Julia and I made a substantial investment in the Burnt Jacket development with the view to the long term for us and our children, etc. We are committed to getting the benefit of the bargain we made for us and them, and we will

² I respectfully submit that you should also look into (a) for the benefit of all Road Owners Association Owners, the inconsistency in the voting rights in the Road Owners Association Organizational Documents I flagged at the 2017 Annual Meetings and (b) for the benefit of Road Owners Association Owners who have not yet built on their Lots, the basis (i.e., per Lot versus per Dwelling Unit) upon which you are collecting Road Owner Association annual assessments.

³ Julia and I have retained William M. Fletcher of Fletcher, Selser & Devine specifically for this matter.

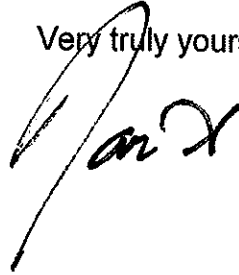
⁴ If you and the other directors and officers have been given the Declarant a "free ride" all along, it owes over \$100,000 to the Property Owners Association for annual assessments and interest thereon alone. And any such assessments and interest are secured by a mortgage on the Declarant's Lots in the name of the Associations having priority over all other liens, mortgages and other encumbrances, including the mortgage held by Farm Credit of Maine, ACA copied heron.

Received
JUL 18 2025
LUPC - Greenville

take all appropriate action to this end.

In closing, I hereby urge you in the strongest terms to do as you promised at the 2017 Annual Meetings regarding the minutes and getting back to me regarding this matter.

Very truly yours,



CC to Brewster/Kew Counsel:

William M. Fletcher, Esq.
Fletcher, Selser & Devine
Two Monument Square, 7th Floor
Portland, Maine 04101

CC's to Owners Under the Associations:

Lot S1
Timothy R. Young &
Roberta J. Young
795 Lily Bay Road, Unit 112
Beaver Cove, Maine 04441

Lot S2
Scott F. Johnson &
Kelley P. Johnson
2765 Crystal Way
Naples, Florida 34119

Lots S5 & S6
Raymond L Hughes &
Christen E. Hughes
13 Talia Road
Flemington, New Jersey 08822

Lot S7
Stephen Joseph White II &
Jane Koupman White
147 Daniels Road
Rowley, Massachusetts 01969

Lot S11
Joseph Mooney &
Ralph McPherson
c/o McPherson Timberlands
1182 Odlin Road
Hermon, Maine 04401

Lot S12
John E. Hall
P.O. Box 194
Greenville, Maine 04441

CC to Owners Under the Road Owners Association:

David Young &
Deanna M. Young
238 Far Reach Road
Westwood, Massachusetts 02090

Received
JUL 18 2025

CC to Other Members of the Boards of Directors of the Associations: LUPC - Greenville

Matthew A. Miller
1182 Odlin Road
Hermon, Maine 04401

Mark McPherson
44 Blueberry Hill Road
Raymond, New Hampshire 03077

CC to Declarant's Mortgagee, as a party in interest:

VIA PRIORITY MAIL

Farm Credit of Maine, ACA
615 Minot Avenue
Auburn, Maine 04210

RE: mortgage from Burnt Jacket, LLC to Farm Credit of Maine, ACA dated
April 1, 2005 and recorded in Book 1641, Page 1 of the Piscataquis County
Registry of Deeds

CC to Associations' Registered Agent:

Christopher J. Austin
84 Harlow Street
P.O. Box 1401
Bangor, Maine 04402-1401

David T. Brewster
8 Prospect Street, Winchester, Massachusetts 01890
41 Pine Martin Run, Beaver Cove, Maine 04441
Cell: 617.320.2588
Email: dtbrewster@comcast.net

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July 31, 2018

VIA PRIORITY MAIL (at the address below) AND
EMAIL (at hank@mcphersontimberlands.com)

Henry E. McPherson, President
Burnt Jacket At Moosehead Lake Property Owners Association, Inc.
Burnt Jacket Road Owners Association
1182 Odlin Road
Hermon, Maine 04401

Dear Mr. McPherson:

I am writing regarding the annual meetings of the Property Owners Association and the Road Owners Association to be held on August 25, 2018 (with capitalized terms used herein having the meaning ascribed to them in my January 26, 2018 letter to you).

Logistics for the Meetings.

Notice of Meetings. The Property Owners Association meeting notice is titled as such but (a) in the first sentence references the Road Owners Association meeting and (b) does not specify a time for whichever of those meetings it was intended to relate to. Could you please clarify this?

Participation via Conference Call. Please arrange for and circulate a dial-in number so that members may participate in the meetings via conference call as contemplated by the Associations' by-laws.

Location. Our attorney Bill Fletcher has most graciously agreed to make the conference room in his offices at 25 Eveleth Hill, Greenville available for the meetings, and I hereby invite you and all members in the Greenville area that day to join me (in person) and Julia (via conference call) there. This location will allow us to utilize a robust conference call system and will be much more comfortable for all attending in person than the so-called "gazebo," particularly in the event of inclement weather.

Robert's Rules of Order. The Associations' by-laws provide that Robert's Rules of Order shall govern the conduct of the meetings. I have enclosed the current official edition (and a more user-friendly version) of those rules.

Received

JUL 18 2025

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Our Addresses. As reflected in our prior correspondence and our purchase and sale documentation, my mail and email addresses are David Brewster, 8 Prospect Street, Winchester, MA 01890 and dtbrewster@comcast.net and Julia's are Julia Mirak Kew, 21 Sheffield West, Winchester, MA 01890 and jmirakq@yahoo.com. Yet, as have you done in the past, you addressed the notices for the meetings to me at Julia's address. As a result, I did not get them until July 29, 2018 notwithstanding that they were postmarked on July 20, 2018. I thank you in advance for sending all future communications to each of us separately by mail and email properly addressed and to the correct addresses.

Property Owners Association Meeting.

Agenda Item 2 - 2017 Minutes. By reference thereto, I hereby (and at the meeting will) restate my objections to the minutes of the 2017 annual meeting contained in my January 26, 2018 letter to you.

Agenda Item 3 – Election of Directors. You and the other officers and directors of the Property Owners Association have had, and continue to have, irreconcilable conflicts of interest viz-a-viz the Property Owners Association due to your financial and personal affiliations with the Declarant, as the sole Class B member, and each other. Accordingly, I hereby (and at the meeting will) recommend that, for so long as a majority of the Board of Directors of the Property Owners Association is so conflicted, each and every action taken by that board shall be (a) by its terms, conditioned on full disclosure of all relevant information regarding such action to, and ratification of such action by, the Class A members and (b) until such full disclosure and ratification, without force and effect.

Agenda Item 4 – 2019 Dues. To facilitate discussion of this item, please prepare and circulate in advance of the meeting an annual budget and statement of income and expenses for the Property Owners Association as required by its by-laws. Subject to review of that budget and statement of income and expenses and as an integral part of the process regarding the Declarant's failure to pay annual assessments detailed below, I hereby (and at the meeting will) recommend that the Board of Directors of the Property Owners Association set the 2019 annual assessment (a) for Class A members at \$0 per Lot and (b) for the Declarant as the sole Class B member at \$500 per Lot.

Agenda Item 5 – Snow Plowing. Your decision to go with a "per plow" bid for 2017/2018 over a "fixed price" bid for 2016/2017 increased the cost of snow plowing the roads within the Property Owners Association from \$2,840 to \$4,775. Please begin the discussion of this item by (a) disclosing all bids the Property Owners Association received for 2016/2017 and 2017/2018 for snow plowing and (b) explaining your rationale for going with a "per plow" bid for 2017/2018.

Received

JUL 18 2025

LUPC - Greenville

Agenda Item 6 – Items Submitted by Members.

I hereby (and at the meeting will) submit the following items for discussion and, where appropriate, vote.

Declarant's Failure to Pay Annual Assessments. The Property Owners Association's record book reflects that the Declarant has failed to pay all of its annual assessments and consequently, according to my calculations contained in the attached spreadsheet, owes the Property Owners Association \$116,300 in unpaid annual assessments and interest thereon through December 31, 2018. Due to the irreconcilable conflicts of interest cited above, I hereby (and at the meeting will) recommend that the Board of Directors of the Property Owners Association authorize the Class A members to, in the name of and on behalf of the Property Owners Association, (a) more fully investigate the Declarant's failure to pay its annual assessments and (b) take any and all actions available under the Property Owners Association Organizational Documents and applicable law against the Declarant and you and the other directors and officers of the Property Owners Association to collect the Declarant's unpaid annual assessments, together with interest thereon and all expenses incurred in the cost of such collection.

Lot S9. In signage and sales literature about the Property Owners Association's Property you claim that Lot S9 is sold. But there is no deed on file reflecting transfer of the title to that Lot and, in computing your snow plowing reimbursement and the number of your votes, you include that Lot as one you own. What's the "deal" with this Lot?

Common Area & Beach. Your current use of this area as I will detail at the meeting is in violation of the Property Owners Association Organizational Documents.

Agenda Item 7 – 2018 Minutes. I hereby (and at the meeting will) demand that this letter, all correspondence referred to herein and all subsequent correspondence relating hereto be included in the 2018 minutes.

Road Owners Association Meeting.

Agenda Item 2 - 2017 Minutes. By reference thereto, I hereby (and at the meeting will) restate my objections to the minutes of the 2017 annual meeting contained in my January 26, 2018 letter to you.

Agenda Item 3 – Election of Directors. You and the other officers and directors of the Road Owners Association have had, and continue to have, irreconcilable conflicts of interest viz-a-viz the Road Owners Association due to your financial and personal affiliations with the Declarant and each other. Accordingly, I hereby (and at the meeting

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JUL 18 2025

LUPC - Greenville

will) recommend that, for so long as a majority of the Board of Directors of the Road Owners Association is so conflicted, each and every action taken by that board shall be (a) by its terms, conditioned on full disclosure of all relevant information regarding such action to, and ratification of such action by, the members excluding the Declarant and (b) until such full disclosure and ratification, without force and effect.

Other. Our attorney Bill Fletcher is submitting a request for the books and records of the Road Owner Association to your attorney as he did for the Property Owners Association. I hereby reserve the right to submit items for discussion and, where appropriate, vote arising out of our review of those documents.

Very truly yours,

CC to Brewster/Kew Counsel:

William M. Fletcher, Esq.
Fletcher, Selser & Devine
Two Monument Square, 7th Floor
Portland, Maine 04101

wfletcher@fsd-lawfirm.com

CC's to Owners Under the Associations:

Lot S1
Timothy R. Young &
Roberta J. Young
795 Lily Bay Road, Unit 112
Beaver Cove, Maine 04441

timbobbieyoung@yahoo.com

Lots S5 & S6
Raymond L Hughes &
Christen E. Hughes
13 Talia Road
Flemington, New Jersey 08822

Lot S11
Joseph Mooney &
Ralph McPherson
617 Church Road
Bangor, Maine 04401

Lot S2
Scott F. Johnson &
Kelley P. Johnson
2765 Crystal Way
Naples, Florida 34119

gumgator@gmail.com

Lot S7
Stephen Joseph White II &
Jane Koupmann White
147 Daniels Road
Rowley, Massachusetts 01969

Lot S12
John E. Hall
P.O. Box 194
Greenville, Maine 04441

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Deanna M. Young
238 Far Reach Road
Westwood, Massachusetts 02090

CC to Other Members of the Boards of Directors of the Associations:

Matthew A. Miller
1182 Odlin Road
Hermon, Maine 04401

matt@mcphersontimberlands.com

Mark McPherson
44 Blueberry Hill Road
Raymond, New Hampshire 03077

CC to Declarant's Mortgagee, as a party in interest:

VIA PRIORITY MAIL

Farm Credit of Maine, ACA
615 Minot Avenue
Auburn, Maine 04210

RE: mortgage from Burnt Jacket, LLC to Farm Credit of Maine, ACA dated
April 1, 2005 and recorded in Book 1641, Page 1 of the Piscataquis County
Registry of Deeds

CC to Associations' Registered Agent:

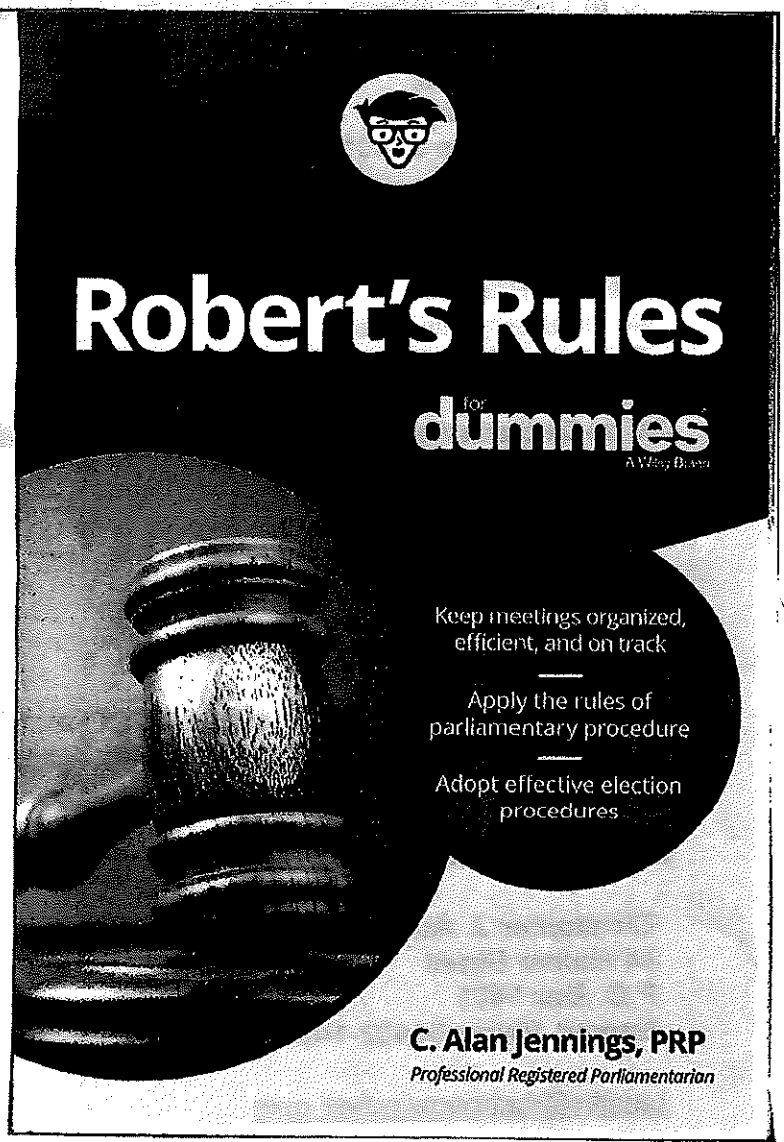
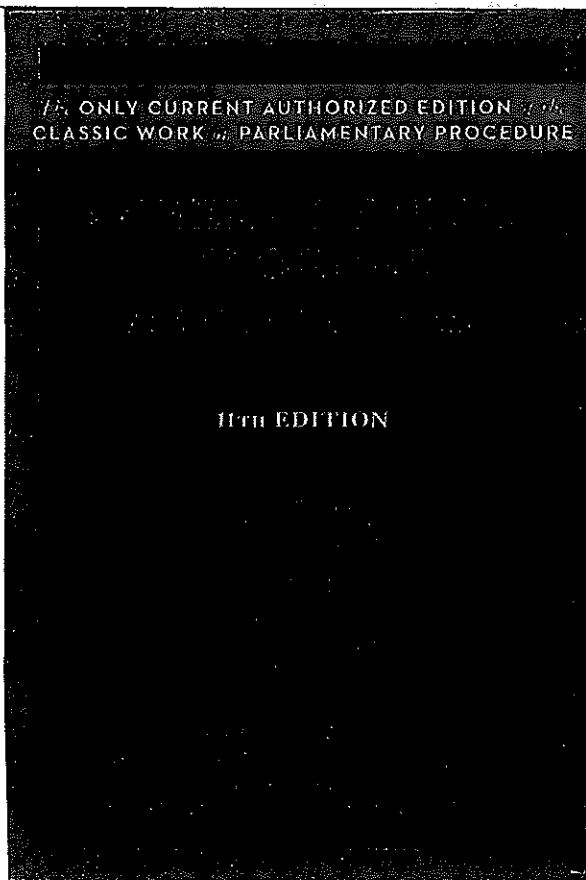
Christopher J. Austin
84 Harlow Street
P.O. Box 1401
Bangor, Maine 04402-1401

caustin@rudmanwinchell.com

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Analysis of Declarant's Annual Assessment Default under Property Owners Association Declaration of Covenants						
Date of Annual Assessment	Number of Lots then Owned by Declarant	Amount of Declarant's Unpaid Annual Assessment	Interest Rate Applicable to Declarant's Unpaid Annual Assessment	Annual Interest on Declarant's Unpaid Annual Assessment	Total Interest on Declarant's Unpaid Annual Assessment as of 12/31/2018	Declarant's Total Unpaid Assessments and Interest Thereon as 12/31/18
01/01/10	20 (S1-S12 & B1-B8)	\$10,000	8.25%	\$825.00	\$7,425.00	\$17,425.00
01/01/11	20 (S1-S12 & B1-B8)	\$10,000	8.25%	\$825.00	\$6,600.00	\$16,600.00
01/01/12	20 (S1-S12 & B1-B8)	\$10,000	8.25%	\$825.00	\$5,775.00	\$15,775.00
01/01/13	20 (S1-S12 & B1-B8)	\$10,000	8.25%	\$825.00	\$4,950.00	\$14,950.00
01/01/14	20 (S1-S12 & B1-B8)	\$10,000	8.25%	\$825.00	\$4,125.00	\$14,125.00
01/01/15	19 (S1-S6, S8-S12 & B1-B8)	\$9,500	8.25%	\$783.75	\$3,135.00	\$12,635.00
01/01/16	16 (S2-S4, S8-S12 & B1-B8)	\$8,000	8.50%	\$680.00	\$2,040.00	\$10,040.00
01/01/17	14 (S2-S4, S8-S10 & B1-B8)	\$7,000	8.75%	\$612.50	\$1,225.00	\$8,225.00
01/01/18	12 (S3-S4, S8-S9 & B1-B8)	\$6,000	8.75%	\$525.00	\$525.00	\$6,525.00
		\$80,500			\$35,800.00	\$116,300.00

Received

JUL 18 2025

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DTB's Notes for 09/05/20 BJPOA Association Meeting

• **Background**

- As I expect all of you know, our association's documents resulted from years of negotiations between our association and the LUPC
- Our association was represented by the developer and his Bangor firm Rudman Winchell
- The LUPC was represented locally by our Beaver Cove neighbor Rod Fella, then head the LUPC's Greenville office, and by a variety of specialist in Augusta
- From conversations with some of those involved and a review of the some of the documentation, it's clear that it was rigorous arms-length negotiation with many issues, such as number of lots (the developer wanted 31 but settled for 20), size and location of common areas, amount and purposes of assessments, etc., being particularly hotly contested
- This process culminated in set of rules finalized on April 26, 2010 set out in our subdivision permit and compliance certificate, articles, declaration of covenants and by-laws.
 - The developer agreed to live by these rules
 - And we all agreed to live by these rules when we bought our lots

• **But the developer didn't live by the rules**

- At our association's 2017 annual meeting I learned that our association had only \$13,000 in the bank, which didn't seem right given our association's rules governing dues - \$500 per lot for the developer and \$1,000 per lot for the rest of us
- I challenged the developer on this, and he reacted very defensively, pacing around the so-called Gazebo and muttering nonsense
- So, I went to work
 - Julia and I retained counsel, Bill Fletcher of Fletcher, Selzer and Devine, who I expect you all know is also the owner of the Beaver Cove Marina
 - We demanded the books and records of both associations
 - I learned a lot about the developer's behavior from those eight plus years of minutes, correspondence, banks statements and other documents, including most importantly for today's meeting that the developer had not paid a penny of his dues from 2010 to 2017 and wasn't planning on paying any for 2018
 - I challenged this in correspondence with the developer, on which I copied all of the then lot owners
 - I regularly briefed Messrs. Hall and Young, who were the only other lot owners at the 2017 annual meeting, on my findings and progress,
 - At the request of Mr. Young, I briefed Mr. and Mrs. White on my findings shortly before our association's 2018 annual meeting

Received

JUL 18 2025

- **2018 annual meeting**

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- All of this came to head at the association's 2018 annual meeting, at which the developer partially relented and agreed to begin paying our association's dues in 2019
 - But he did not agree to pay (a) the over \$80,000 in unpaid dues for the years 2010 to 2018 or (b) the interest at the prime rate, plus 5%, due on the over \$80,000 in unpaid POA dues, which continues to accrue - **which together then totaled approximately \$120,000**
- **2019 annual meeting**
 - To the best of my knowledge, between our association's 2018 annual meeting and 2019 annual meeting, our board of directors did nothing to evaluate my findings or bring the developer to the table to make our association whole
 - So, I intended to press this issue again at our association's 2019 annual meeting but, upon Mr. Silverman's motion, I deferred doing so until this annual meeting
 - Following our associations 2019, I briefed Mr. Silverman on my findings and supplied him copies of all my correspondence with the developer
 - To the best of my knowledge, between our association's 2019 annual meeting and this annual meeting, our board of directors has done nothing to evaluate my findings or bring the developer to the table to make our association whole
- **Our board of directors**
 - Our directors and officers are bound to enforce our association's rules and to discharge their duties in good faith and in the manner they reasonably believe to be in the best interest of our association
 - As I said at our association's 2019 meetings, I cannot fathom why men, who with their business hats on wouldn't tolerate being "stiffed" by a client like this, would with their director and officer hats on turn a blind eye to our association being stiffed like this by the developer.
 - And I cannot fathom why our board of directors has positioned this issue as they have – making this right is a matter for them – surely, consulting with the rest of us is appropriate but asking us to say yes or no on a resolution that limits our association to single course of action is an abdication of their responsibility to explore all avenues to make this right
- **Conclusion**
 - Thank you for listening
 - I'm happy to take questions