

## Minutes of the Board of Health Meeting

January 12, 2017

7:00 p.m.

In attendance: Art Morin, Ken Thompson, Harry Weikel, Cathy Drinan, Jeri Batchelder from the BOH. Attorney Hartley, Attorney Corbo, Attorney Frawley and Tenants (Ron and Monica) of **157 Center Street**

**Attorney Frawley:** I am here on behalf of the owner. In response to the two notices 12/11 and 12/12 trying to remedy each of the issues cited in the Notices in order to have a withdrawal of the citation.

**Attorney Hartley:** We have made a lot of repairs that have gone above and beyond the BOH violations. The first thing I want to address is the lease. We would like to point out that we wanted to take care of the matters. It is the tenant's right to repair it. We wanted to highlight that as we were a little delayed in receiving proper information and able to give it proper care. I would like to highlight the failure to provide heat. We have pictures. Actually, they are missing. We have a receipt dated December 20<sup>th</sup> that we had a company come out to fix all four heating zones and they repaired the heat to the house on that date. The rodent issue was taken care of before any inspections so we were a bit confused about that one. The tenant signed a service agreement on November 8<sup>th</sup>, 2016. We have the failure to provide the sufficient supply of water and the proper sewage disposal system. We have an email from the tenant saying that the water pressure issue and the high water alarm which was the septic issue were resolved. We have rules and regulations that do warn to try to preserve as much water as possible and so that's in our lease agreement and then we also have for the posting of the owner we have a picture of that. And then we have, just to cover the rest of the various violations, the leaky pipe in the bathroom was fixed, the deck will be removed, the electrical outlets have been covered, the skylight is not leaking, the broken windows are being repaired by Middleboro Glass, the siding and trimming is in progress. The holes in the floor have been repaired and the moldy sheetrock has been removed and disposed of and the holes have been repaired and I've attached an email from the tenant from today that also will go through all of those things and a little bit more doing some more work as is listed in the violations. The email I attached has been cleaned up a little so it is just more readable and I was able to double space it and things like that. And then we just have some pictures as well of the deck being removed and of the fire alarms and the CO2 detectors have been put in. Smoke detectors have been installed and I have a confirmation email from the tenant that the floor has been repaired and we have other pictures that we can show you if this isn't sufficient for you guys and the tenant can attest to some stuff.

**Attorney Frawley:** we've gone through each one to make sure they have been addressed appropriately and in a timely fashion as well. We have the tenant here and you can pose a question to them as well about any of the citations that were noted in the December 11 and December 12 notice.

**Cathy Drinan:** First of all, I must object to the phrase "timely fashion". It's January 12 when we are discussing corrections, some have been made, some on your list are in the future tense, will be and are in progress. So that is still a concern to me "will be" and "in progress" means it's not finished yet and

this goes back to an Order from exactly one month ago, December 12. So that's the longest time period in the time code for corrections and a much shorter time period of days for some of the issues from Section 750. So no I can't call it in a timely fashion and I still need to know more in terms of a time frame that you think is reasonable for when the work will be finished. One of the questions I made note of was how were the skylights repaired? That's not an easy thing, it is possible but the shingles have to be lifted and you have to see where the leak is coming in so I'd like to know a little bit more about that and I made note that although smoke and carbon monoxide detectors have been installed that was by the tenants. They were not there originally, so that was a very serious violation for whoever owns that property to rent that out to people without those detectors.

**Attorney Frawley:** It's been remedied.

**Cathy Drinan:** Yes by the tenants.

**Attorney Frawley:** Yes but we are paying them for it.

**Tenant (Monica):** I hope so.

**Attorney Frawley:** We are going to ask them for receipts for those

**Cathy Drinan:** Ok. Great.

**Attorney Frawley:** In the last email it does say will provide receipt on some of these things and most of them.

**Cathy Drinan:** One of the main things that is outstanding is the repair of the deck so it came off just recently and the debris was removed, but it is the owner's responsibility and that is a structural issue so that's what triggered the complaint in the first place for a probable cause hearing that was one of the most serious issues still outstanding and I gave a deadline for a building permit to be applied for here in the Town Hall and it didn't and I said that the following Monday I would file a complaint so that's what triggered the rest and brought us here today. Because that application never came in. Some things don't need a building permit but that would be one that would.

**Attorney Frawley:** The demolition?

**Cathy Drinan:** Both the demolition and the repair. It's not enough just to remove a rotting deck which could have harmed somebody while it was there. Even now, it is something that was there and it needs to be repaired. You have sliders with a temporary measure of boards going over it which is, yes, a temporary necessary measure but you just don't have sliders on a second floor leading to nothing. That deck needs to be...

**Attorney Frawley:** Ok.....

**Cathy Drinan:** No. Needs to be replaced, needs to go back. With a building permit.

**Art Morin:** Yes I think one thing that I am aware of that the Fire Department does smoke detector inspections and certifications as you are well aware when properties change hands they test them. So I would suggest that the Board talk to the Fire Chief and have him check those smokes I don't believe that they charge for that service.

**Cathy Drinan:** If I may on that note it's similar to a change of ownership should trigger a title 5 inspection but it's the bank that enforces it so when someone buys a house for cash at an auction or it's a foreclosure it's still supposed to be done even if there's no one there to enforce it so we just don't know about it and the inspection by the Fire Department should have been done upon time of sale before it's re-inhabited They do this all the time, I did this a couple of years ago when I put my house on the market for sale before that sale could go through but again the Fire Department can't go if they don't know about it so that's a responsibility of the owner that should have been done at the beginning before anyone occupied the property.

**Attorney Frawley:** Yes. We can get that tested. And what about the septic issue? There are no issues cited in the .....

**Cathy Drinan:** Monica could you tell me more about why you sent a recent notice saying it's been resolved. I don't know what that means?

**Tenant (Ron):** Yes so we have an alarm under our sink.

**Cathy Drinan:** There is a pump chamber out front.

**Tenant (Ron):** Like one night it just started going off and it's this big red flashing. It's like a fire alarm we didn't know what it was. So it would go off just sporadically. It would go off in the middle of the night every 15 minutes and then we wouldn't hear it for a few days. Michael had let me know that somebody had come to look at the pump and we haven't heard the buzzer since. I don't know whether it was fixed, I wasn't there that day.

**Tenant (Ron):** The alarm was tilted so it has to be straight up so they. It was tilted so they had to

**Attorney Frawley:** So it wasn't an actual issue, it was an alarm issue, it was the float.

**Cathy Drinan:** Well the alarm and the float are two different things. The float triggers the alarm.

**Attorney Frawley:** Correct but if the alarm is compromised in some way, it will trigger it to go off. So if there's something wrong with the alarm, once it's put up upright.

**Cathy Drinan:** Again some communication would have helped. As we were misled when this office sent a letter asking for the whole septic system to be inspected, a Title 5 Inspection. And somebody came in and got permitted for the year and Mr. Chiles indicated that he would have both systems at 157 and 159 Center Street inspected. The gentleman who was going to do those inspections went to 159 and was allegedly told "you are not needed now, we want you to leave" so the Board of Health's request to have the whole system inspected. That was never done. Somebody may have gone out, and that can be done without a permit, to take a look at that?

**Attorney Frawley:** Well I question whether it's really necessary now. We have an active alarm in there at that seems to be the issue. So why do we have to go back and get a full inspection at our own cost.

**Ken Thompson:** Well the alarm is not a component of the Title 5 Inspection.

**Attorney Frawley:** I understand that. When was the last time that the system was inspected?

**Cathy Drinan:** It was exactly two years. So because it had been it had been awhile and because there had been issues that's why the department felt that it was warranted to ask for a full inspection and Mr. Chiles said that he would so we would like him to carry out his word to do so.

**Attorney Frawley:** And the Order does require a Title 5 Inspection.

**Ken Thompson:** We understand that it was scheduled, arranged and on site and it was cancelled.

**Attorney Frawley:** Correct.

**Ken Thompson:** So someone came here and bought a permit and go on site only to be cancelled.

**Attorney Frawley:** So we've got the deck needs to be replaced with a building permit, the Fire Department needs to inspect the smoke and carbon monoxide detectors, Title 5 inspection needs to be completed. What are the other issues that still need to be addressed?

**Cathy Drinan:** I have not heard how the skylights were stopped from leaking. They all had stains and one of them was actively dripping so

**Attorney Frawley:** Is there an active leak in the skylights?

**Tenant (Monica):** Yes, well that's why I'm confused because I looked through your pamphlet and I see your email where it says something is done by Monica and Ron. However the part that says that the skylights were not repaired because the gentleman would have to go up onto the roof, that part has been eliminated from my email, which is this email here. I have the email.

**Attorney Frawley:** OK that is something we have to address. So the skylights have not been fixed?

**Tenant (Monica):** The skylights have not been fixed. The issue seems to be. From my front lawn when you see the skylights, when you look at them there's a paper (flashing) that goes around them. And I've never seen that the paper is up so the water would filter into the skylight. I've always seen it that it would be flush.

**Attorney Frawley:** sometimes they shrink. It could be the ice and water shield.

**Tenant (Monica):** These are up like they were never finished. It's the same around my chimney. It's up so the water's just running right down the chimney into the kitchen

**Attorney Hartley:** Is there anything else missing from that email? I thought we had the whole thing. Like I said before I wanted to clean it up.

**Cathy Drinan:** Another thing on the list is the cold water that leads to the washing machine is shut off and when you turn on the cold water it leaks right there.

**Attorney Frawley:** That was repaired.

**Tenant (Monica):** He had it fixed.

**Cathy Drinan:** OK. I would like to make the point that in your packet here that according to the Housing Code no matter what kind of deal the owner wants to make with the occupants they can't violate the

Housing Code. So if the Housing Code says the owner is responsible to keep the building in good repair the owner can't make a big list and say the tenant shall make all repairs required to keep the leased premises in good condition. It's their responsibility, even in the Housing Code, to keep it in good condition, to maintain it, to sweep the floors, whatever, but the way it's worded it sounds as though the owner is turning over the responsibility to the tenants.

**Attorney Frawley:** Well it's turned over the owner's responsibility goes away, putting in place some of the owners are the tenants to make repairs when needed and if they don't do the repairs then the owner is required to go in there to do so.

**Cathy Drinan:** No I'm still saying that the way it is worded

**Attorney Frawley:** I would disagree on that language. That's really not the board's issue. The board's issue is to ensure compliance with the legal arrangement between the landlord and tenant is something between them. If the tenant is not satisfied with that arrangement, they have rights that are beyond the Board of Health.

**Cathy Drinan:** again that's where I come in, because it's my job to say to the owner that you need to do this according to the Housing Code. So I'm still in the loop there.

**Attorney Frawley:** that's where it ends. You can't interpret the lease in any fashion. The only issue is whether we are complying with the health code and that's it.

**Attorney Corbo:** The broader issue here is how does the Board of Health communicate with the owner because it seems like there is some confusion regarding who the owner's representatives are. Is it this Mr. Chiles, is it Miss McCarthy? I think that there needs to be a way that the Board of Health both in writing and by telephone can get in touch with someone who is acknowledged to be an authorized representative of the owner.

**Cathy Drinan:** Yes that's my starred item.

**Art Morin:** Yes and let me elaborate on that. The Board has been very frustrated because going way back we had sent letters to 157 Center Street and there's no mailbox and its return receipt requested and it would come back here and several attorneys ago we finally wrote to the lender and everybody else and said ok there's got to be somebody out there who is responsible for this property. And our mail is being returned. So we were then told to mail it to 157 Center Street, LLC, c/o 157 Center Street, Plympton Mass. It came back. We had also been given a Post Office box. We've been mailing to Acushnet and Berkley and trying to get somebody to answer us. I don't take that lightly that somebody wants to run and hide in a hole somewhere. Then we were given a Post Office Box here in Plympton and it came right back to us. And it was "we didn't pay for the box, sorry". Now this not a joke anymore. This is just trying to run and hide and play a game and if you'd like to great. We will find the owner. We don't go out looking for problems.

**Attorney Frawley:** Most recently there is an open line of communication in the last couple of months and I've just gotten involved. At least electronically and by other means.

**Art Morin:** There is one email Cathy is that correct?

**Cathy Drinan:** Well there is but sometimes it changes and it goes away. If two different tenants give me two different emails and my attempt to make sure that the correspondence reached Mr. Chiles I used both. One day it will work and one day Sales Redevelopment won't work and one day sales team did.

**Art Morin:** Then it was mail it to my attorney Callahan in Hanover and then last Friday, no he disappeared.

**Attorney Frawley:** Well you guys can have my cards if you need to mail or email something.

**Cathy Drinan:** We hope you stay on board for a while, because right now it's been a revolving set of attorneys.

**Attorney Corbo:** I think we need something in writing to the Board of Health that says this is the agent or agents with an email address and a mailing address so that the Board can have confidence that its notices are being received. I do note that according to the Secretary of State's office, 157 Center Street is the address for the LLC.

**Cathy Drinan:** And that's a problem for the posting because the Housing Code says it should list where the owner or agent resides but it doesn't. That is not where the business is, it's not where the owner is, it's where the tenants are living. I have not tried that phone number yet. Who answers if I call that number?

**Attorney Frawley:** I don't know.

**Ken Thompson:** Were we not referred at one time to send 157 issues to 159 Center?

**Art Morin:** Yes I believe we were.

**Ken Thompson:** So among all these other addresses we got instructed to send it to 159.

**Attorney Frawley:** We will remedy that.

**Art Morin:** It's only reasonable to have a valid address to send something to.

**Atty Frawley** Agreed.

**Attorney Hartley:** I have 24/7 access to my phone

**Attorney Corbo** What other things are outstanding. Broken window?

**Attorney Frawley.** We are having that repaired.

**Tenant (Monica):** Middleboro Glass

**Attorney Corbo:** Do you have a schedule for that?

**Tenant (Monica):** They were scheduled to come out on Saturday but we had the snow so that delayed them. I have been in touch with them so they are coming out they have me on their next appointment.

**Art Morin:** OK.

**Attorney Corbo:** Any other outstanding issues?

**Cathy Drinan:** I will add rotted areas, some of them are just rot because it is low to the ground, others were from the rats but there are other rotted areas in the structure that need to be repaired.

**Attorney Frawley:** Some of those have been repaired as well.

**Tenant (Ron):** Some are in the process because it's where the deck is.

**Cathy Drinan:** I'm talking about all the way around the house though. Again it's close to the ground, either correct it or repair it but there are numerous areas of rot.

**Attorney Frawley:** And that's a violation?

**Cathy Drinan:** Yes. To maintain the property.

**Art Morin:** One of the things that we look at here in the Town of Plympton is everyone has a septic system here in town and everyone has a well, there is no public water supply and the way the soil conditions are in town – for example state code is to have your well 100 feet from the SAS and our regulations are 200 feet because of the soil conditions and the flow and there are high water areas, particularly over on Center Street – there is high ground water so when we ask to have something taken a look at it is for the benefit of everybody. The board does not make any money off of it.

**Ken Thompson:** Are we allowed to ask the tenants if there is anything else?

**Tenant (Monica):** He allowed me to hire a contractor to come in and do the work and the contractor has been doing the work so the roof he won't go up on because he's not a roofer and the septic is not his thing. I didn't know about. I know around the holes and the rot because of the rat infestation there was and just rebuilding the decks but I believe that Michael said he was just going to take the top deck off I don't really know what the plan is.

**Attorney Corbo:** Who is Michael?

**Tenant (Monica):** The owner of the house.

**Attorney Corbo:** So that's not Mr. Chiles?

**Cathy Drinan.** As far as I know, the person we know as Mr. Chiles has told the tenants his name is Michael Williams.

**Tenant (Monica):** I only know him as Michael. I don't know his last name. I've been told his real name is Dana Chiles.

**Attorney Frawley:** His name is Dana Michael Chiles and a lotta times he goes by D. Michael which is the same person.

**Cathy Drinan:** It doesn't explain changing your last name. If your name is Dana Michael some people know you as Dana, some people know you as Mike but it does not explain changing Chiles to Williams.

**Attorney Hartley:** Who do you know him as?

**Tenant (Monica):** We just know him as Michael.

**Cathy Drinan:** attorneys might work for us for communicating, but this needs to be more accurately posted for the name and address of the LLC. So some more information needs to be there and it doesn't have to be on the outside it can be on the inside.

**Attorney Frawley** OK

**Attorney Corbo:** So is that it for the list of issues.

**Cathy Drinan:** Yes. Now I'm just curious as to the time frame

**Attorney Corbo:** I think we can knock off some very easy things right? So Fire Department can be called by tomorrow and arrange for inspection on their schedule. And the point of contact can be updated. So by tomorrow I think the board needs to be provided with first and last name, phone number, email address and mailing address of the owner and/or the representative of the owner.

**Tenant (Monica):** so I have a question. The sign that said 157 Center Street LLC is that the same as the Cecey Holdings, LLC because I rented.

**Attorney Frawley:** No it's a different issue

**Attorney Hartley:** well the one they make things like buy property. They usually build an LLC around the property and then you have a different LLC so if someone comes out to the property slips and falls it's contained to the house or the property not to the management company

**Attorney Frawley:** that may be where some of the confusion is coming from

**Attorney Corbo:** Ok so we have the fire department, the notice issue so those two things will be confirmed for us tomorrow.

**Attorney Frawley** sure

**Attorney Corbo:** the fire department has been called and you will update the point of contact information? So now in terms of the, broken window and the skylight going to be addressed by the same company?

**Cathy Drinan** Probably not. The glass company can take care of the window and somebody who is more familiar with roofing

**Tenant (Monica):** No not the glass company. He said it doesn't just leak around the skylights it leaks in the entire kitchen.

**Attorney Corbo** so you contacted someone about the skylight?

**Tenant (Monica):** I had someone come out and look at the skylight yes. They are not taking the job.

**Attorney Corbo:** ok so how long do you estimate that it will take you to get the skylight fixed?

**Tenant (Monica):** I would assume that would be something that Mike, Dana, Whoever...

**Attorney Frawley:** we would have to get a roofing contractor out there to look at it.



**Ken Thompson:** When you contact a contractor, when you engage a contractor you pay for it and deduct it from your rent? Or do you send the bill somewhere else?

**Tenant (Monica):** all the repairs that have been done I've paid for myself. I have not taken it off the rent without permission I have to ask them if it is ok to take it off the rent so for everything that's just been done inside the house I have paid for that I have not asked that it be deducted from the rent yet. He was supposed to bring over a check

**Ken Thompson:** were the previous items that you paid for and ask for approved?

**Tenant (Monica):** yes one. I paid for the rat company to come out because I couldn't take it anymore so the second was our downstairs toilet didn't flush and after an extended period of time it wasn't being fixed I called someone to come out and fix that and there was a back and forth he didn't feel I should take it off the rent because he didn't approve it. I have three girls so I need my second bathroom. Ultimately he said he would waive it but I wasn't paying it anyway because

**Ken Thompson:** do you have expectations to pay for future contractors or take it off your rent or?

**Tenant (Monica):** if he doesn't pay for everything that's just been done I'm just deducting it from the rent because I just when we went to Lowes to pick up the product they would not take a check from him they wanted him to call with a credit card, he didn't have a credit card he wasn't in the area so I said I'm already here I'll just put it on my credit card he said he'd drop a check by I just haven't seen it yet.

**Cathy Drinan:** On this note this has created a delay so rather than the owner, agent manager whatever his title is, instead of him getting a contractor, and I'm reasonable on the time frame I might say the code says 5 days or the code says no longer than 30, but show me the good faith effort that you've tried, give me the company names and keep trying and get it done. But this going back and forth between tenant and property manager has just created time delays which were not necessary and are not usual at all.

**Ken Thompson:** That was my question for our counsel, is this typical and preferred or not typical and not preferred to have tenants make their own fixes and deducting it from their rent?

**Attorney Corbo:** well again the Board does not need to be involved in the relationship between the tenant and tenant. The board's responsibility is to ensure that the tenant has safe code compliant housing. So as long as the work gets done your part of this is resolved and you know if this tenant has some legal remedy against the landlord for the cost or for violations of the lease that's between the tenant and the landlord.

**Cathy Drinan:** I completely agree with that except that it has created a delay and that's not ok with me.

**Attorney Corbo:** well sure that is a concern of the board and I think that one of the things that needs to come out of this is a mechanism for streamlining the process and I think that having them sort of locked into this is our agent, this is our point of contact may make that easier for the Board because now you'll have somebody that you know is receiving your communications and if they are not responsive then they can be held responsible for that.

**Cathy Drinan:** That's what we hope.

**Attorney Frawley:** That's what we endeavor to do.

**Attorney Corbo:** so I guess the question is the bigger ticket items the skylight, window and septic inspection.

**Cathy Drinan:** And the decks.

**Attorney Corbo:** Let's put the decks to the side for the second because I think that's a big ticket item but these bigger ticket items I would defer to the board as what constitutes a reasonable time frame for, I would suggest that you stagger it and have a time frame for submission of a written agreement with a contractor to do the work and then a deadline for the work to be completed.

**Attorney Hartley:** well I just have two things. For the roofing that would obviously be delayed because we don't know what the weather conditions are going to be in the winter We would do our best but we would ask for a little more extension of time on that just because of delays such as like the other day when they couldn't get the window fixed My second question is who was the person who cancelled the Title 5 inspection?

**Art Morin:** Whoever was at the property.

**Cathy Drinan:** So Tony did not know the person. He simply spoke to He didn't know the name of the person who approached him he just said somebody.

**Jeri Batchelder:** No he said the man that hired me came out and said "I changed my mind". He was in the middle of digging and he said that the fellow that hired him came out and said "I've changed my mind get off the property I don't want it done.

**Attorney Hartley:** well that person doesn't have a name?

**Jeri Batchelder:** I could call Tony C and ask him

**Harry Weikel:** Back on the roofing and the skylights can't we at least demand that the roof be tarped until the work can be done. They should not have to live with the leaks for the rest of the winter.

**Attorney Corbo:** yes I think it would be reasonable for the board to say that the work needs to be done within a certain period of time and then if there is some extenuating circumstances that happens, a big storm or something then you talk about an extension.

**Cathy Drinan:** Exactly the contract can be done quickly and the contract can have language that says weather permitting.

**Attorney Corbo:** yes I think these are relatively small jobs that could be done by a qualified contractor in short order and I do think that a leaking skylight a broken window a potential title 5 failure these are big issues so my suggestion would be that you work in a relatively short time frame a week two weeks at the most and then if that's not done, then talk about doing something else like tarping the roof or something but really putting the onus on the owner to demonstrate why that time frame cannot be met.

**Art Morin:** I think one other thing too if you've got a leaking roof you've got the potential for a really serious mold problem.

**Harry Weikel:** Mold, Fire if the water gets into the wires

**Ken Thompson:** Are we talking about these remedies being arranged and continued to be funded by the tenant or are we talking about fixing these through the owner

**Attorney Frawley:** well they need to be fixed and at the end of the day the onus is always on the owner. What we do with tenant is between us.

**Attorney Corbo:** To be fair here, the town through the agent did file an application for criminal complaint which we withdrew. That liability would fall on the owner and it should be made clear to the owner that these time frames that are given here tonight are going to be expected to be adhered to and that they are going to be held responsible if they are not.

**Cathy Drinan:** There are numerous skylights. They can be done one at a time. That would be an example of good faith effort a window of opportunity when there's good weather but maybe only one skylight was repaired and maybe some days went by when there wasn't good weather but if that person stays with that contract and says I'll come back at the next best opportunity and maybe that's the next 3 days later that would be an example of a good faith effort but they all can't be done of the same day

**Attorney Frawley:** well do they all need to be done. Are all the skylights leaking?

**Tenant (Monica):** all of them

**Attorney Frawley:** how many are there?

**Tenant (Monica):** 7 (seven).

**Cathy Drinan:** the skylights might be more time consuming than the decks. Decks go up pretty quickly

**Art Morin:** I think one thing that I might like to add I believe there was an email that stated that the notification the service from the court now we had been given the Berkley address and it was not valid so he didn't receive service from the court

**Cathy Drinan:** which is why I sent it by email also

**Art Morin:** yes so he did get an email but I don't think the court would take lightly to some kind of a shell game. I think we need a valid address.

**Attorney Frawley:** I understand we will take care of the notice issue and I think that is resolved as to any lack of proper service issue I mean we are here now.

**Attorney Corbo:** so does this sound reasonable with respect to the windows and the skylights provide the BOH with proof of a written contract for the repair within 5 days and complete the repairs within two weeks or tarp the roof or undertake some temporary measure to prevent leaking until the full repair can be made.

**Attorney Frawley:** 5 days, 5 business days? It is a long weekend.

**Attorney Corbo:** you want to say a week from today?

**Attorney Frawley:** why don't we say a week from tomorrow because it's a short week next week.

**Attorney Corbo:** sure a week from tomorrow to get a contract and then within two weeks either the repairs are completed or temporary measures are taken to stop the leaks until the repairs can be done.

**Attorney Frawley:** The first step that needs to be done is to get it inspected by the contractor

**Harry Weikel:** The statement was made by Monica that it leaks all across the kitchen, so the leak is migrating. When you open up that roof to look at the first skylight you may find that all of the sub roof is rot. You are not looking at something that might be done in 5 days' time

**Cathy Drinan:** Then we would need an update if they made a discovery of something worse than we see

**Attorney Frawley:** and that's my point it is dependent on what the contractor discovers when he goes to inspect the skylight and find what the cause was and then what the damage was as a result of it

**Attorney Corbo:** and right so then the contractor can decide yes this is something I can fix within the next week or I'm going to do something like put up a tarp to stop it from leaking until a full fix can be made but obviously the board is not going to sit back and allow a tarp to stay up for 6 months. So there will need to be some further order if that's the case. So we've gotten taken care of the fire department will be contacted tomorrow, title 5 inspection will be arranged tomorrow to be completed within a week

**Ken Thompson:** can Jeri call the title 5 inspector and find out who cancelled him?

**Jeri Batchelder:** Yes I can call him

**Attorney Corbo:** the point of contact will be provided tomorrow so that leaves us with the deck needing to be replaced and unlike the leaking roof which is clearly an imminent emergency the deck is something I could see taking longer both because its difficult to do in the winter and it's not something that's needed to be done as immediately, so my suggestion would be within a week apply for a building permit and then establish some period of time for the work to be completed.

**Cathy Drinan:** what time frame are you talking about? I know that contractors work whenever they can. They want work in the winter and its very variable so when it's nice weather

**Attorney Frawley:** I have a hard time finding contractors and carpenters to come out in the winter and do outside work but there is a footing issue

**Harry Weikel:** are the existing footings exposed and usable?

**Tenant (Ron):** Not usable

**Ken Thompson:** They have premade ones. You can dig the holes next week no problem

**Attorney Frawley:** it's not imminent so I don't know if it's going to be on the top of the list to get achieved as long as everything is secured I don't think the need for the deck is as critical as these other issues we are talking about like leaking water as long as it is secure and safe.

**Attorney Corbo:** I guess can I ask without the deck is there a second means of egress?

**Cathy Drinan:** there is a tiny portion of the deck that is still there with stairs so the answer is yes there is a second egress

**Art Morin:** The upstairs slider would be more of a question for the building commissioner Right now there's boards across the upstairs slider

**Attorney Hartley:** I just spoke to Mr. Chiles and he wanted to know if me giving you my contact info was sufficient for notice requirements

**Cathy Drinan:** No it is not sufficient

**Attorney Frawley:** how long are building permits good for? 90 days?

**Ken Thompson:** a year I think to start

**Cathy Drinan:** so given the time of year I would be in agreement that it's important to find the contractor have the contractor look at the house because there's areas of rot there where both the upper and lower decks would attach to the house there are portions that need to be replaced so look at it so they have a good estimate and a written description and then see what they could do keep in touch in terms of weather

**Attorney Corbo:** so why don't I just throw this out there for discussion purposes let's say for the deck and the rotted areas a contract within two weeks from tomorrow assessment by the contractor for the work that needs to be done within three weeks of tomorrow a plan for remediation within 30 days of tomorrow and all repairs completed within 90 days of tomorrow

**Cathy Drinan:** we can begin with those goals with the wording weather permitting but in an honest way

**Attorney Corbo:** would you want to say within 120 days to finish the work?

**Harry Weikel:** let's say 90 days. Let the contractor come back and say I can't do it

**Attorney Corbo:** two weeks to find the contractor. Once he is found then a week to do the assessment he has another week to develop a plan and from there he's got 90 days total OK let's all review so we are on the same page then I'll ask the board to vote it. ONE: By January 13 of 2017 the Board will be provided in writing with the owner's contact information; name, telephone number, email address & mailing address.

**Attorney Frawley:** will email suffice?

**Attorney Corbo:** to send it to us? Yes. TWO: Contact the fire department and schedule an inspection for the smoke detectors and obviously the fire department will come out when the fire department comes out and the title 5 will be scheduled and title 5 completed within a week so that would be by Friday, January 20. THREE: By Friday 1/20 there will be a contract to do the roof repairs and replace the broken window.

**Attorney Frawley:** the broken window is already being repaired right? Middleboro glass came out

**Tenant;** yes they came out

**Attorney Frawley** so that can be tabled

**Attorney Corbo:** ok so by Friday 1/20 there will be a contract for roof repairs and by Friday, 1/27 roof repairs will be made. That's the skylights or otherwise secured and a plan for permanent fix will be submitted All roof repairs within 30 days of tomorrow. And then for the deck and rotted areas the time frames are contract within 2 weeks, assessment within 3 weeks and plan within four weeks, repairs within 90 days Are there any other issue that I missed?

**Cathy Drinan:** no don't thinks so

**Attorney Corbo:** can have a motion to that effect?

**Ken Thompson:** make a motion that the five items just cited be approved

**Harry Weikel:** second

**Art Morin:** all those in favor? Motion voted unanimously.

**Attorney Corbo** and we will follow up with a written order that can be signed by Cathy

**Art Morin:** since 157 center street is the only item on our agenda tonight if there are any other issues on other properties Cathy is authorized to remove any orders upon inspection without a hearing

**Attorney Hartley:** I would like to be copied on any order and any other correspondence until I say otherwise

**Art Morin:** Anything further? Motion to adjourn. Voted 3-0

Adjourned at 7:59 p.m.