

**Scituate Board of Health Meeting
Wednesday, February 21, 2018
Scituate Library Large Conference Room
6:00 P.M.**

MEMBERS PRESENT: Mr. Doug Whyte, Chairman
Mr. Steve Pansey, BOH Member

OTHERS PRESENT: Ms. Jennifer Keefe, Director, Public Health
Ms. Joan Schmid, Administrative Assistant

6:00 MEETING CALLED TO ORDER/ACCEPTANCE OF AGENDA

Mr. Whyte called the meeting to order at 6:14 p.m.

Acceptance of the Agenda- A motion was made and seconded with all in favor of accepting the agenda.

SCHEDULED ITEMS

Discuss/Vote: Property owner request for hearing regarding State Sanitary Code Chapter II violations, 12 Curtis Avenue, Musto, Trustee for Glades Road Trust

The Board noted that the meeting was called by the owner and her attorney, Mr. Robert Nelson. Mr. Robert Nelson attended the meeting on behalf of his client, Ms. Shirley Musto. Mr. Nelson stated that Ms. Musto is the trustee for Glade Road Trust. Mr. Nelson stated that Ms. Musto had papers served by the Plymouth County Sheriff on January 22, 2018 to Mr. Christopher Kelley and Ms. Kristi Cummings, terminating the tenant at will for 12 Curtis Avenue. Mr. Nelson stated that the basis for the termination was that Ms. Musto is selling the house and the other three houses on the property, which are located on Seabreeze Lane. Mr. Nelson stated that it is difficult to manage and maintain these residences and Ms. Musto has some health issues that have made it more difficult to handle the day to day operations and the stress of being a landlord. Mr. Nelson stated that it was a business decision by Ms. Musto to sell the four housing units. Mr. Nelson stated that shortly after Ms. Musto gave the notice to the tenants, Mr. Kelley and Ms. Cummings. Ms. Musto received notice of an inspection on the property by the Board of Health that identified violations at 12 Curtis Avenue. Mr. Nelson stated that they are not at the meeting to refute any of the violations; but, they are before the Board because the tenants had not made any claim issues with the heat. Mr. Nelson stated that during the Board of Health inspection by Ms. Keefe, the reading for the heat was 64 degrees and by the State Statute the temperature should be 68 degrees during the day. He stated that he is not sure why given that heating system had been regularly maintained and there have been no complaints about the temperature by the tenants to the landlord or to the company that services the heating system, Shawn Harris Enterprises. Mr. Nelson stated that Shawn Harris Enterprises has also been working on the property in response to a car accident that damaged an external oil tank. Mr. Nelson stated that due to this incident, there was some oil seepage into the ground and Ms. Musto is arranging the cleanup. Ms. Musto arrived to the meeting at 6:19 pm. Mr. Nelson stated that because of the oil spill, the chimney needs to be removed and replaced and Ms. Musto has been coordinating that work as well. Mr. Nelson stated that there has been some contention between the landlord and the tenants and, therefore, Ms. Musto has been prevented from completing the work. Mr. Nelson stated that the tenants request for an inspection to be conducted by the Board of Health is retaliation and intimidation by the tenants.

Mr. Shawn Harris, Shawn Harris Enterprises, stated his name and was in attendance of the meeting.

Mr. Pansey asked the tenants of 12 Curtis Avenue, Mr. Kelley and Ms. Cummings, who were in attendance, if they have started to look for another rental. Ms. Cummings responded that they have started recently to look for a rental.

Ms. Shirley Musto of 111 Glades Road provided her name and stated she is the owner of the property.

Ms. Cummings told the Board that they have lived in the home since July 2015 and, at that time, Ms. Musto stated to them that she would purchase new windows and have Mr. Kelley install them; but, this never happened. Ms. Cummings also stated that she had been complaining about the heat in past winters and sent pictures of the thermostat at 58 degrees and 61 degrees with complaints about it being drafty. Mr. Kelley stated that last winter they had issues with rodents that had eaten through the insulation under the house and he sent pictures to Ms. Musto to let her know. He further indicated they wanted to work with Ms. Musto to see if Mass Save could come to the home to insulate the floor but it did not happen.

Mr. Whyte asked, if the heating system is working, and if the temperature in the home is a result of the windows being drafty and insulation removed. Mr. Kelley confirmed this and stated that there is a dirt crawl space under the house. The Board asked if the crawl space is enclosed. Ms. Musto stated that it is all enclosed and the heat goes under the house in a crawl space.

Ms. Cummings further indicated that they were being charged for water and they should not have been since it was not included in the lease. Ms. Cummings stated that after a year of living in the house, the landlord wanted the tenants to start paying the water bill. In September, the landlord, Ms. Musto, dropped off a water bill to the tenants for \$1,200. The tenants questioned why it was so high and they contacted the water department to ask if maybe there was a water leak somewhere. Mr. Kelley stated that the water department came to 12 Curtis Avenue and while the water was shut off to 12 Curtis Avenue, the water meter at 12 Curtis Avenue was still running for all of the other units on the property. Thus, the meter was for multiple dwellings.

The Board asked why this issue was not in housing court. Ms. Keefe stated that the entire State Sanitary Code, Chapter II falls under the Board of Health and that this is the first step. The Board asked if the water issue falls under the State Sanitary Code. Ms. Keefe stated that it did, since the housing code includes everything from top to bottom of what a house needs. Ms. Keefe stated that Mr. Nelson requested the hearing before the Board of Health under the applicable section of the State Sanitary Code. Ms. Keefe stated that the first step is to come before the Board of Health and if the owner does not agree with the Board of Health decision they can go to housing court. Ms. Keefe also stated that if the owner does not comply with the orders from the Board of Health then she also can go to housing court on behalf of the Board of Health to request enforcement.

Mr. Pansey asked the tenants if they can go their separate ways, since the owner is trying to sell the property. Ms. Cummings stated that when they told Ms. Musto that they were going to the water department to find out why the bill was so high, Ms. Musto got mad at them and told them they were not allowed to go to the water department. Ms. Cummings stated that this was the time Ms. Musto told them she was selling the property.

Ms. Keefe stated that she wanted to respond to some of the items in Mr. Nelson's letter. Ms. Keefe stated that the letter was addressed to Ms. Musto because the Assessor's property card did not have the trust listed as owner but that it has been corrected in the Assessor's database. However, even though ownership is by a trust, Ms. Musto is still the legal responsible party for this property as trustee. It is not the Board of Health's responsibility or prevue to get involved in aspects of tenant/landlord disputes and eviction notices are a private matter between parties. Ms. Keefe stated that it does not matter which came first, an eviction notice or complaint to the Board of Health. The tenants have the right to call the Board of Health for an inspection under the Sanitary Code. Ms. Keefe stated she is obligated as the agent for the Board of Health to perform the inspection to determine if the violations the tenants identify are valid or not. Ms. Keefe went to the home at the tenants request regarding a number of concerns. Ms. Keefe stated that she inspected the tenants concerns about debris under the crawl space that may have been attracting rodents.

Ms. Keefe stated that at her inspection of the property there was some debris within the crawl space but nothing that she determined would attract rodents and she saw no evidence or droppings. Hence, she did not identify violation associated with rodents. The tenants also had concerns with the environmental release on the property and the subsequent cleanup. Ms. Keefe stated that before she conducted the inspection, and given her background and knowledge of the cleanup process under the Department of Environmental Protection (Mass DEP), she reviewed the Massachusetts Contingency Plan (MCP). She reviewed all documentation submitted to Mass DEP to date and the property owner is working within the appropriate steps of the MCP at this time. Hence, there was no violation noted in her letter that this was associated with the environmental compliance for the oil release.

Ms. Keefe did observe during her inspection that the windows were extremely drafty and there was in fact a breeze coming in through the windows. Mr. Pansey asked Mr. Harris if when the thermostat is not satisfied the boiler runs constantly. Mr. Harris confirmed that it could be running constantly, and it also depends on the outside temperature. He also stated that the boiler is a sufficient size for the home. Ms. Keefe stated that on the day she did the inspection the outside temperature was in the 40s. Ms. Keefe stated that it was a sunny day but not an extremely cold day and the thermostat inside was set for 75 degrees. She stated that she was in the home for more than an hour and the temperature in the home was at 64 degrees. Mr. Pansey asked if the boiler was running. Ms. Keefe confirmed that the heat system was functioning and that is why there were no violations in the letter associated with the functioning with the heating system. Ms. Keefe stated that the violations she identified were windows that were not weather tight and insulation absent or falling, preventing the home from being weather tight. Ms. Keefe indicated that some of the tenants concerns were alleviated with the research she conducted and the observations she made during the inspection. However, Ms. Keefe stated that other items were verified by her and documented as violations per the State Sanitary Code and as enumerated in her letter to Ms. Musto. Ms. Keefe stated that reviewing water bills is not a Board of Health responsibility; however, they can take that particular issue to housing court knowing the Code requirements for sub metering. Ms. Keefe did state that she contacted the water department and they confirmed that the home is not properly sub metered, as required under the housing code. Therefore, the tenants cannot be charged for water whether they live in any of the homes on Seabreeze Lane or the home on Curtis Avenue. It is the owner's responsibility to pay for water until the homes are properly sub metered according to the regulation. Ms. Keefe noted again that she did not give a violation for the functioning of the heating system, since it was working properly.

Further responding to items in Mr. Nelson's letter, Ms. Keefe stated that HUD is an agency that has their own guidelines, determines rent subsidies and whether they pay subsidies in part, based on their own inspections. Mr. Nelson's letter referred to the HUD inspection at the home, and Ms. Keefe stated that HUD does not enforce the State Sanitary Code. Ms. Keefe also stated that the Board of Health's inspections and the State Sanitary Code violations supersede anything that South Shore Housing identifies, which was confirmed with a phone conversation with a South Shore Housing inspector. Ms. Keefe discussed this with the tenants and the HUD inspection at the home predated the heating season, which is September 15th. The inspection from HUD was on September 6th. The September 6th HUD inspection appeared to be a visit from a previous HUD inspection.

Ms. Keefe stated that she identified several items in violation of the State Sanitary Code and these were in the letter addressed to Ms. Musto and the letter was copied to the tenants, which is required by the Code.

Ms. Musto stated that the oil spill is a health hazard to the tenants, who have children and pets. Per Ms. Musto, the Harbor House of Pizza delivery person knocked over the oil tank, which is being investigated by the Scituate police and her insurance company. Ms. Musto asked why it is not a concern of the Board of Health that the owner is smoking and flicking cigarettes and she feels it should be an immediate cease and assist with this property since, it is dangerous. Ms. Keefe stated that there are thousands of spills across the State annually and Mass DEP regulates those spills responding as needed. Ms. Keefe stated that MassDEP determines if there is an imminent threat to public health and safety through the MCP and this spill at Ms. Musto's property apparently

did not meet any of those requirements. Ms. Keefe stated that the actions Ms. Mustos is taking are the appropriate actions to be taken after a release.

Ms. Musto stated that she was not able to take down the chimney with Matt Murphy, which she was told was a hazard. She also stated that the Fire Chief was going to be involved. Ms. Keefe stated that any issues Ms. Mustos has with the release cleanup needs to be directed to her Licensed Site Professional (LSP) and the Mass DEP. Ms. Musto stated that they need access to the property.

Ms. Musto stated that all the other properties call Shawn Harris Enterprises if the heat is not working or if they need emergency oil. Ms. Musto stated that Shawn Harris is servicing a heating system that is only five years old. Ms. Musto went on to say that it is in the lease and they never called Shawn Harris to say the heat was not working. Mr. Whyte stated that the heater is working but it is going out the windows because they are drafty. Ms. Musto responded that she had the windows looked at and replaced the upstairs windows by Home Depot. Ms. Musto said that the tenants wanted another bedroom, which they made without her permission, and made the house a 4 bedroom. Mr. Whyte stated to Ms. Musto that they are now talking about the heat. Ms. Musto stated that she does not know where the thermostat is located in the home. Ms. Keefe stated it is located approximately five feet from the ground in the middle of the first floor. Ms. Musto stated the fireplace is working and Ms. Keefe stated that the fireplace is not considered a source of heat. The Board asked if it is two heat zones and the tenants confirmed there is one zone upstairs and one downstairs and the heat upstairs is fine.

Ms. Keefe asked Mr. Nelson what he is asking from the Board. Mr. Nelson stated that, with the assistance of the Board of Health he would like to be able to access to the property to remediate the issues and get Mr. Harris on the property to make sure the heat is working properly. Mr. Nelson also stated that Ms. Musto has a large concern over the oil spill with the chimney that needs to be replaced because the oil is seeping under it. Mr. Nelson stated that he wants the Board of Health to provide them with access to the property to look at the issues. Mr. Nelson confirmed that the eviction process is not the Board of Health's concern.

Ms. Keefe stated that she wanted to be very clear that the Board of Health has not documented any issues with the heating system. Ms. Keefe stated that the Board of Health has documented, that the windows are not weather tight, and the lack of insulation needs to be sufficient to be weather tight. Ms. Keefe stated these are the only issues documented as violations that need to be addressed per the order of the Board of Health. Ms. Keefe stated that she has not been given any documentation from either party that access has not been granted to the property. Ms. Keefe stated that the Board of Health does not give access and it is up to the landlord to give appropriate notice to the tenant and access granted by the tenant to correct the violation. Ms. Keefe stated that if the owner of the property is not refuting the violations with the windows and the insulation, then they need to be addressed. Mr. Nelson stated they have not had access to the property and because of the limitation of access they would not be able to see what is going on. Ms. Keefe asked for documentation regarding the access issue. Mr. Nelson stated that he has copies of text messages. Ms. Cummings stated that she has text messages also. Ms. Keefe reiterated that the Board of Health does not give access and there are 21 days to address the violations with the windows and the insulation. Ms. Musto stated that she needs an extension and that it cannot be done in 21 days. Mr. Pansey asked if they can put up plastic on the windows. Ms. Keefe stated that it is not up to the Board of Health to determine how the violations are to be addressed. However, she also stated that there are already sheets of plastic on the windows and it does not help. Ms. Keefe stated the options would be to put up storm windows or to make a decision to replace the windows and a sheet of plastic is not going to be sufficient to make the windows weather tight. Ms. Musto stated that the windows are much newer and she can make them weather tight. Ms. Musto stated she did weather stripping at Joe Spinzola's home. Ms. Keefe stated that home had a summer time issue with raising and lowering the windows. Ms. Keefe stated that, in her opinion, Ms. Musto needs to either put in storm windows or replacement windows. Ms. Musto stated that Joe's house was older and these windows at 12 Curtis Avenue are much newer. Mr. Pansey indicated that they are not here to discuss Joe's house. Ms. Keefe again confirmed that the windows are not weather tight at 12 Curtis Avenue.

Ms. Musto said that Ms. Keefe is suggesting she replace the windows and she does not have the means to do that right now and that is why the property is for sale and the tenants will be moving out. Ms. Keefe asked Ms. Musto why 46 Seabreeze was listed for rent in January if she is selling the property. Ms. Musto stated that it is for sale and she has the property listed as the entire compound and individual homes listed and she has customers that want the purchase with tenants in the homes. Ms. Musto stated that the tenants of 12 Curtis Avenue could stay in the home if she gives them a lease but no one is going to want the problem that exists with the windows. Ms. Keefe stated that regardless of who lives in the home, the violations need to be addressed. Ms. Musto said that they will be addressed but she will not be replacing all the windows and will put up storm windows. However, she is asking for more time. Ms. Keefe stated that the Board of Health can afford her a maximum of thirty days to make good faith effort to address the violations. Ms. Musto stated that because of the liability of the oil spill, she cannot allow people going into the property. Ms. Musto said that the contractor could not come to the property and she wants it in writing that the tenants will allow her and the contractors on the property. Ms. Cummings said that was incorrect. Ms. Musto said that she is not allowed but that she does not have a problem addressing the issues because it devalues her property value to leave them unaddressed. Ms. Keefe asked Ms. Musto if she can put up storm windows in thirty days. Ms. Musto stated that she cannot since the entire chimney needs to come down to address the oil spill. Ms. Keefe indicated that these are two separate issues. The violations identified by her as the agent for the Board of Health are completely separate for any of the concerns associated with the cleanup process of the oil spill. Ms. Keefe said that an outside oil spill should have no bearing on being able to fix windows. Ms. Musto replied that she has no problem installing storm windows and the insulation needed to be taken down professionally by Anderson insulation. Ms. Musto stated that there was a moisture barrier and they had to remove the plastic to let it breathe. She also stated that there is enough heat coming from the furnace. Ms. Keefe restated that the heat in the room is not at the sufficient temperature because the windows are drafty. Ms. Musto will get an expert. Mr. Nelson stated they will look at investigating getting storm windows for the six windows. Ms. Musto stated she cannot do it in thirty days and needs more time. Ms. Keefe stated that the State code is very clear and the violations need to be addressed in thirty days. Ms. Musto stated that she has a hardship on the property with the oil spill that is costing her thousands of dollars. Ms. Keefe reiterated that is a separate issue from these violations.

Mr. Harris stated that the chimney is a hazard and if it has to come down it will affect the heating system. Ms. Keefe stated then the landlord would be required to provide temporary housing for the tenants. Ms. Cummings stated that there were people on the property last week that started to work and Ms. Musto told them to get off the property. Ms. Musto stated that Chimney Sweep showed up and they were not contracted with her to do the work and were not permitted. Ms. Musto stated that the tenants called her at 9:00 am and were concerned they would not have heat. Ms. Musto went down to the property and stopped the work because the tenants said they did not have heat. Ms. Cummings stated that was an absolute lie and stated Ms. Musto texted Ms. Cummings to let her know they were coming to the property and to let Ms. Musto know when they got to the property. Ms. Cummings texted Ms. Musto to let her know they were on the property. Mr. Nelson stated that when Ms. Musto realized the workers did not have the appropriate permit, she stopped the work. Mr. Nelson stated they need confirmation they will get access to the property. Ms. Musto stated the chimney is falling down. Mr. Pansey asked if the chimney is related to the accident on the property with the oil tank. Ms. Musto stated that the oil is underneath the chimney. Mr. Harris stated that the chimney is damaged from the oil tank being knocked over and that the chimney needs to be taken down to check for oil under it. Ms. Keefe stated that according to documents provided to MassDEP, there was approximately 20 gallons of number two fuel released to the ground surface in November and Ms. Musto hired an LSP of her choice to address the contaminated soil. Ms. Keefe stated that Ms. Musto is working with her LSP through the environmental cleanup process per the regulations. Mr. Whyte asked why Chimney Sweep showed up and Ms. Musto replied that the LSP subcontracted the work with Chimney Sweep.

Mr. Pansey confirmed that the windows and insulation need to be addressed in thirty days but there is also a problem with the chimney. Ms. Keefe stated that if the tenants are displaced, then they need temporary housing and the Board of Health violations need to be addressed in thirty days. Mr. Pansey asked what the MassDEP is addressing for the cleanup time frame. Ms. Musto stated that she will be fined after 120 days from the

December 1st permit date and that when the permit runs out she has to start the application process again with MassDEP. Ms. Keefe stated that there is no permit that gets issued by Mass DEP to do the work but that the LSP needs to complete a notification and reporting within specific time frames and either close the site or the LSP keeps giving updates to Mass DEP per the regulatory timeline on the process of the cleanup. Ms. Musto stated there is a \$1,500 filing fee that the insurance company will not cover. Mr. Pansey stated that is inconsequential and there seems to be other issues going on with the property. Ms. Keefe said if there are other items to be addressed the Board of Health is willing to work with her, MA DPH and Mass DEP regulations but that is not the point of this hearing.

Mr. Pansey stated that Mr. Nelson called the hearing for the items addressed by the Board of Health; however, there are a number of other issues going on and wanted the tenants and the landlord to know that the Board of Health does not have prevue to the other issues going on with the property. Mr. Pansey stated that Mr. Nelson requested a hearing for the Board of Health violations and that the hearing needed to take place in fourteen days. Mr. Pansey stated that this hearing is to only address the State housing code violations that Ms. Keefe discovered during her inspection of the property. Ms. Keefe confirmed that it is the obligation of the Board of Health to address the violations per the regulations. She also again confirmed that the Board of Health can work with Mass DEP and MA DPH to address the combined contamination and housing issues. Ms. Keefe stated that the hearing was called by Mr. Nelson specifically to discuss the violations in her letter to Ms. Musto.

Mr. Pansey stated there are other issues going on beyond the windows and the Board of Health order that the windows and insulation need to be fixed but these are the only items the Board can act on at tonight's meeting.

Ms. Musto questioned the new thermostats that were put in by the tenants. She stated she has owned the property since 1986 and the tenants never complained about the heat and she does not know if it might be the thermostats not working properly. Ms. Keefe repeated that the windows are not weather tight. Ms. Musto stated that the thermostat has a lot to do with it and programed to go on at night at 65 degrees and during the day at 75 degrees. Mr. Nelson stated they will resolve it and Ms. Musto stated she would like to have someone in to service the system. Mr. Pansey stated that he thinks this is a stretch and if Ms. Keefe states the windows are drafty, then the windows are the problem. Ms. Musto stated that the lease states that if it does not meet code then the tenants are responsible and she will be in housing court in the morning. Ms. Keefe said that the State housing code clearly indicates who is responsible and is very specific on the owner's responsibility versus that of the tenants'. Ms. Keefe indicated that Ms. Musto's counsel knows the differences between her responsibilities verses the tenants' responsibilities. Ms. Keefe confirmed that these two violations identified by the Board of Health are the owner's responsibility.

Mr. Nelson stated that he requested the hearing to address violations identified by the Board of Health and they have other forums to address other issues. Mr. Nelson asked again even though he knows it is out of the Board of Health's jurisdiction for access to the property to address the violations and to reinforce to the tenants they need access to the property to fix the windows. Mr. Pansey asked the tenants if they have not allowed them on the property. The tenants stated they do allow access. Ms. Cummings said that Ms. Musto has blocked them from sending her text messages. Ms. Cummings said that Ms. Musto notified them last Friday that someone would be coming out to the property today for the chimney and Ms. Cummings asked Ms. Musto what time and if it will affect their heat. Ms. Cummings stated that she never provided a time that someone would be there. Mr. Pansey asked if anyone showed up today and Ms. Cummings responded that no one came today. Ms. Cummings said that Ms. Musto was again on the property on Monday and Ms. Cummings again asked what time they were coming for the chimney and again Ms. Musto did not give her a time. Ms. Musto stated that she asked for permission from the tenants to access the property and she was told by the tenants to contact their attorney, Mr. Gary Allen. Ms. Musto knows Mr. Allen, who represented another tenant, Joe Spinzolla. Mr. Allen will not give Ms. Musto anything in writing that states that he represents the tenants. Ms. Musto stated that Matt Murphy wants it in writing that he is allowed on the property to do the work. Ms. Cummings responded that they have never kicked anyone off the property.

Ms. Keefe stated that the issue of access is very clear in the code and Ms. Keefe read the code (105 CMR 410.810) so everyone in the room was aware of access requirement for the property. Ms. Musto stated that the State is also the tenant because they are paying half of the rent so she needs to work with them also. Ms. Musto said that she is dealing with both the Board of Health housing code and the State HUD code and that the State called the tenants providing them with 24 hour notice for access.

Ms. Musto stated that she is going to housing court the day after this meeting and she is surprised that HUD did not ask her to put in new windows. Ms. Keefe reiterated that South Shore Housing, acting on behalf of HUD, has their own guidelines, which are not subject to the State Sanitary Code, Chapter II, and they are guidelines to provide rent. Ms. Keefe reiterated that the State Sanitary Codes, Chapter II, supersedes anything that HUD identifies. Ms. Keefe stated that the HUD inspections are independent for their purposes have no bearing on the separate Board of Health inspections.

Ms. Musto stated that, as a landlord, she has rights and stated that the Board of Health sent violations without picking up the telephone and calling her first to discuss. Ms. Keefe stated that it is not her responsibility and Ms. Musto responded that it is a nice courtesy, since she has had items in the past with Ms. Keefe and she would have liked to know. Ms. Keefe stated that she works with the State code and it requires that she send the landlord a letter with the letter copied to the tenants documenting the inspection, both sent by certified mail. Ms. Keefe extended the courtesy to Ms. Musto's attorney of the scheduled hearing to ensure that Ms. Musto had the ability to be represented by her attorney and not have to notify him directly. Ms. Keefe stated that she has done what the State code requires to get Ms. Musto to the point of this hearing. Ms. Keefe stated that she cannot call every single person that has an item before the Board. Ms. Musto stated that she has a lot of property and would have liked to know so she could make arrangements to get a contractor and get prices so she could come back and let Ms. Keefe know she can have it done by a specific date. Ms. Keefe reiterated she did what the State code requires.

Mr. Whyte stated that even though there is animosity among the parties, the tenant is asking Ms. Musto to give them a time when someone will be on the property and Ms. Musto is not giving the tenant a time. Mr. Whyte stated that if Ms. Musto is going to have anyone that needs to access the property to do any work then Ms. Musto should give the tenants proper notification including the time.

Mr. Nelson stated that Ms. Musto has asked for confirmation that permission will be given to access the property and that has not been granted. He said that they would follow the guidelines and Ms. Musto will have contractors come and look at the windows. He also stated that Ms. Musto will have the chimney and associate remediation continued and also have someone look at the heat. Ms. Keefe said again that the Board of Health is willing to help with both the MassDEP and the housing code requirements to bring the right people together to make it happen. Mr. Nelson wanted everyone in the room to have an understanding that this is the plan moving forward and there will be access to the property. He stated that there have been threats and they have text messages that are a little fuzzy but they will need assistance on everyone's part. He said that Ms. Musto will do what she needs to do and would hope that the Board of Health will take this into consideration if they cannot get contractors to get the work done in the appropriate time frame.

Ms. Musto stated that this is a minor task and she has a carpenter on the property that can do the work. The problem she is getting the material to the home and thirty days is not enough time. Ms. Musto stated she will comply and try to get the work done in thirty days. She stated that she has an attorney and it is hard for her to sit in the hearing and not take it personally, since this is her business. Ms. Musto confirmed that she intends to get the work done. Ms. Musto indicated that she is seventy years old with health issues and she was having x-rays before she came to the meeting and this is the reason the property is for sale.

Mr. Kelley asked that the work on the property be done by licensed contractors and that permits are pulled for the work. Ms. Keefe stated that the code states that all appropriate permits must be pulled for the work and Ms.

Keefe works with the building department to make sure that occurs. Ms. Musto stated that as a property owner she can pull the necessary permits for the property.

A motion was made and seconded with all in favor to modify the orders issued by the Director of Public Health on February 1, 2018 following the inspection conducted on January 31, 2018 to the maximum of thirty days to change, fix or replace the windows and change/fix the insulation.

ADJOURNMENT:

A motion was made and seconded with all in favor at 7:14pm.

LIST OF DOCUMENTS PRESENTED:

Board of Health letter to Ms. Shirley Musto dated February 1, 2018

Board of Health inspection report dated January 31, 2018

Mr. Nelson, Attorney correspondence letter dated February 7, 2018

Board of Health hearing letter to Glades Road Trust, Ms. Shirley Musto, Trustee dated February 14, 2018