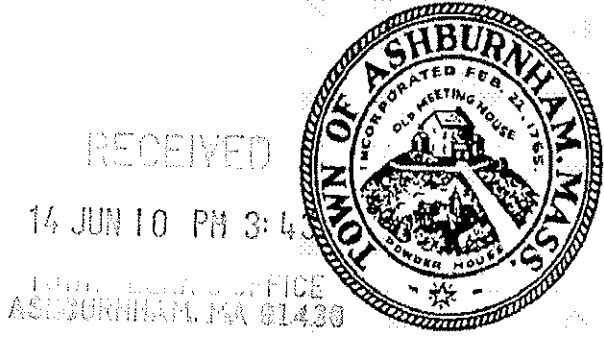


Board of Selectmen
Extension 109
Town Administrator
Extension 109
Town Accountant
Extension 120
Town Clerk
Extension 114
Tax Collector
Extension 113
Treasurer
Extension 112 or 110
Board of Assessors
Extension 111
Land Use Office
Extension 117
Planning Board
Extension 121
Conservation Commission
Extension 115



Animal Control
Board of Health
Building Commissioner
Conservation Commission
Council on Aging
Cultural Council
Electrical Inspector
Gas & Plumbing Inspector
Historical Commission
Municipal Planning
Parks & Recreation
Planning Board
Zoning Board of Appeals

PHONE: (978)-827-4100
FAX: (978) 827-4105

TOWN OF ASHBURNHAM
Town Hall, 32 Main Street
Ashburnham, Massachusetts 01430

Board of Health Minutes
Monday May 5, 2014

1. The ABOH Meeting convened at 6:30 PM with the following members present Chairman Glen Hathaway, Scott Sibley, John McLaughlin, and Acting Secretary Patrick Durke.
2. Minutes dated April 7, 2014 **VOTED and ALL APPROVED.**
3. Reviewed Correspondence
4. Permit for 91 Dunn Road D-Box replacement signed
5. 6:35 PM, Jim Krasawski-93 Platts Rd. - Septic replacement discussion: Jim said he should get his Social Security financial information within a week. Jim will then forward information to bank. Please schedule Jim for next month's meeting @ 6:35 PM with an update for us.
6. 6:40 PM Dave Perry 73 Fitchburg Road - Owner Dan Kelly present. Dave Perry was able to complete the Title 5 inspection at the property and did determine the system to be within the groundwater table and, therefore, in failure. Many systems fail for this reason and we allow them up to two years to replace the system. We will ask Rick Metcalf (NABH) to begin preparing the enforceable agreement, which will require replacement by the middle of September. Once completed, forward to Town Counsel and Dan Kelly for review. If everyone is happy with it, it should be ready for signature at the June 2, 2014 meeting.
7. 6:45 PM Nicolas M. Reitzel III-RE: 31 Main Street-Housing Inspection Hearing: Nicolas said he received notice of a lead inspection on Saturday. He will discuss issue with us later. On April 1, 2014 Nicolas gave eviction notice to tenant. On April 3, 2014 the tenant issued complaints to ABOH on apartment. Please note Rick's letter to Nicolas, with Nicolas' responses (Exhibit 1 Letter from Nashoba Associated Boards of Health with 10 pages and Exhibit 2 Letter from Nicolas M.

RECEIVED

14 JUN 10

ACCOUNTING

Reitzel III response and request to the NABOH for consideration which is 5 pages). The twenty four notice items are not able to be performed due to access issues (See photos exhibit 3 includes two photos). Hot water heater turned up by tenant needs to have technician adjust downward to do it properly. **Note** that tenant is not present (was notified of meeting/hearing). Nicolas Reitzel III letter dated May 2, 2014 shall be included in the minutes (Please see exhibit 2 with 5pgs) Hearing closed with modification to order to give him until June 23, 2014 to complete all repairs and schedule a re-inspection with the ABOH Agent, Rick Metcalf. Nicolas will also visit us on our next ABOH meeting on June 2, 2014 to give us an update.

Lead Inspection Discussion: Nicolas noted that with a child under 6, Rick Metcalf told him that they can get a lead inspection. NABOH inspected and found no lead inside the house, but they did find a chip with lead outside the house. Nicolas requested to be noted that he will be meeting with Christine Caulfield of Caulfield Environmental Leominster, MA to set up an inspection of the house and a plan to remediate the issues.

Please note Nashoba Associated Board of Health order to correct violation certified mail #7010278000072681281 dated April 30, 2014. Nicolas will respond to issues in letter at next ABOH meeting. Nicolas is scheduled to attend next ABOH Meeting on June 2, 2014 at 6:45 PM.

The ABOH May 5, 2014 meeting adjourned at 7:20 PM.

Respectfully submitted,

Patrick Durkee,
Acting Secretary, ABOH

RECEIVED
14 JUN 10 PM 3:43
NASHOBA ASSOCIATED BOARD OF HEALTH
LEOMINSTER, MA 01450



Nashoba Associated Boards of Health

Environmental Health Service

30 Central Avenue, Ayer, MA 01432

Exhibit 1

April 14, 2014

Certified Mail #: 7010 2780 0000 7268 1267

Nicolas & Denise Reitzel
97 West Pelham Rd.
Shutesbury, MA 01072

RE: 31 MAIN ST Ashburnham

Dear Nicolas & Denise Reitzel:

In accordance with Chapter 111, Sections 127A and 127B of the Massachusetts General Laws, State Sanitary Code Chapter II; Minimum Standards of Fitness for Human Habitation, 105 CMR 410.00, an inspection was made of the above referenced property by Rick Metcalf, R.S., of this office on April 07, 2014.

If one or more violations found during the inspection are deemed to endanger or materially impair the health, safety, or well-being of the occupants, they are so noted by an asterisk on the inspection form and must be corrected within twenty four hours of receipt of this order.

You are hereby ordered to correct all other violations listed on the enclosed inspection report within thirty (30) days and to contract in writing for the repairs to be made within five (5) days of receipt of this order.

You are hereby ordered not to let for occupancy or to occupy the above dwelling units if they are vacant, or if they become vacant until all provisions of Chapter 2 of the State Sanitary Code, 105 CMR 410.000, are met.

You may request a hearing before the Ashburnham Board of Health by filing a written petition to the Board within seven (7) days of receipt of this order. At this hearing, you will be given an opportunity to be heard and to present witnesses and documentary evidence as to why this order should be modified or withdrawn. You may be represented by an attorney. You have the right to inspect and obtain copies of all relevant documents relating to this matter from the Nashoba Associated Boards of Health, 30 Central Avenue, Ayer, MA 01432 from 8:30 a.m. to 4:30 p.m., Monday through Friday. Any adverse party has the right to appear at the hearing.

FAILURE TO COMPLY WITH THIS ORDER SHALL, UPON CONVICTION, RESULT IN FINES OF NOT LESS THAN \$10 NOR MORE THAN \$500 DOLLARS. EACH DAY'S FAILURE TO COMPLY CONSTITUTES A SEPARATE VIOLATION.

Respectfully,


Rick Metcalf, R.S.

Agent for the Ashburnham Board of Health

RFM

cc: Ashburnham Board of Health

Occupant: Michael Parker
Wiring Inspector: Richard Cannavino
Correspondence
File

Violation List
31 MAIN ST
Ashburnham

410.150 Washbasins, Toilets, Tubs and Showers

(D) The fixtures as required in 105 CMR 410.150(A) and 410.150(B) shall have smooth and impervious surfaces and be free from defects which make them difficult to keep clean, or create an accident hazard.

The first floor bath shower drain cover is not attached and creates an accident hazard.

410.190 Hot Water*

The owner shall provide and maintain in good operating condition the facilities capable of heating water. The owner shall also provide the hot water for use at a temperature of not less than 110°F (43° C) and in a quantity and pressure sufficient to satisfy the ordinary use of all plumbing fixtures which normally need hot water for their proper use and function, unless and to the extent the occupant is required to provide fuel for the operation of the facilities under a written letting agreement. The hot water shall not exceed 130°F (54° C).

Inspection of the hot water system shall include an examination of the hot water system and its actual performance. If possible, such examination shall occur at the times and under such conditions as the occupant has identified the system to be insufficient.

The hot water at the time of inspection was 149 F. The tenants admitted during the inspection to turning the water heater up. Therefore, the tenant shall be responsible for re-adjusting the water heater to the proper temperature.*

410.200 Heating Facilities Required

(A) The owner shall provide and maintain in good operating condition the facilities for heating every habitable room and every room containing a toilet, shower or bathtub to such temperature as required under 105 CMR 410.201.

(B) Portable space heaters, parlor heaters, cabinet heaters, room heaters and any similar heaters having a barometric fed fuel control and its fuel supply tank located less than 42 inches from the center of the burner as well as the type of heating appliance adapted for burning kerosene, range oil or number one fuel oil and any portable wick type space heaters shall not be used and shall not meet the requirements of 105 CMR 410.200. (See M.G.L. c. 148, §§ 5A and 25B.)

The propane powered stove on the second level is not functioning. The propane tank was checked and did have 30% capacity left.

There is no source of heat for the second floor back bedroom. It is assumed that the back bedroom could not be properly heated by the propane stove if the door was closed. The stove is fairly far away from this bedroom.

410.253 Light Fixtures other than in Habitable Rooms or Kitchens*

(A) The owner shall provide and so locate electric light switches and fixtures in good working order so that illumination may be provided for the safe and reasonable use of every laundry, pantry, foyer, hallway, stairway, closet, storage place, cellar, porch, exterior stairway and passageway.

The lighting in the laundry/refrigerator area does not work.

410.351 Owner's Installation and Maintenance Responsibilities

The owner shall install or cause to be installed, in accordance with accepted plumbing, gasfitting and electrical wiring standards, and shall maintain free from leaks, obstructions or other defects, the following:

(A) all facilities and equipment which the owner is or may be required to provide including, but not limited to, all sinks, washbasins, bathtubs, showers, toilets, waterheating facilities, gas

pipes, heating equipment, water pipes, owner installed stoves and ovens, catch basins, drains, vents and other similar supplied fixtures; the connections to water, sewer and gas lines; the subsurface sewage disposal system, if any; all electrical fixtures, outlets and wiring, smoke detectors and carbon monoxide alarms, and all heating and ventilating equipment and appurtenances thereto.

The outlet next to the closet in the second floor back bedroom is not working.

The ceiling lights in the second floor back bedroom are not working.

The lower outlet under the toaster in the second floor kitchenette is not working.

The ceiling lights in the second floor kitchenette are not working.

The light switch next to the side entry door does not function and does not have a plate.

There are two outlets in the living room that are not working.

The switch plate cover in the first floor half bath does not cover the opening.

The light above the shower in the first floor bath appears to have a bad connection, as it is working intermittently.

There are holes in the heating system ductwork that must be taped/repared.

The Ashburnham wiring inspector, Richard Cannavino, accompanied me to inspect the electric panel in the crawl space below the kitchen to provide an interpretation of compliance with the electrical code. Mr. Cannavino informed me that the panel location was in violation of the electrical code due to access to that location.

410.481

Posting of Name of Owner

An owner of a dwelling which is rented for residential use, who does not reside therein and who does not employ a manager or agent for such dwelling who resides therein, shall post and maintain or cause to be posted and maintained on such dwelling adjacent to the mailboxes for such dwelling or elsewhere in the interior of such dwelling in a location visible to the residents a notice constructed of durable material, not less than 20 square inches in size, bearing his name, address and telephone number. If the owner is a realty trust or partnership, the name, address and telephone number of the managing trustee or partner shall be posted. If the owner is a corporation, the name, address and telephone number of the president of the corporation shall be posted. Where the owner employs a manager or agent who does not reside in such dwelling, such manager or agent's name, address and telephone number shall also be included in the notice. (See M.G.L. c. 143, § 3S.)

Name of owner is not posted.

410.500

Owner's Responsibility to Maintain Structural Elements

Every owner shall maintain the foundation, floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of his dwelling so that the dwelling excludes wind, rain and snow, and is rodent-proof, watertight and free from chronic dampness, weathertight, in good repair and in every way fit for the use intended. Further, he shall maintain every structural element free from holes, cracks, loose plaster, or other defect where such holes, cracks, loose plaster or defect renders the area difficult to keep clean or constitutes an accident hazard or an insect or rodent harborage.

The side entry door has a shattered pane of glass. The tenant admitted they broke this door while changing a lock set and this was confirmed by the owner. Therefore, the tenant will be responsible for correcting this violation.

There is a water stain and peeling paint above the refrigerator.

There are rotted sills, boards and window sills, especially on the driveway side of the home.

The bulkhead door for the basement is rotted.

The fieldstone foundation has areas that are falling in, allowing rain, wind, etc. to enter.

The wood threshold between the kitchen and living room on the first floor is cracked, creating an accident hazard.

The stud wall in the second floor bath is exposed. The wall must be finished with drywall or comparable.

There is a draft coming from around the crawl space access panel on the second floor in the back bedroom.

410.501

Weathertight Elements

(C) A wall, floor, ceiling or other structural element shall be considered weathertight only if all cracks and spaces not part of heating, ventilating or air conditioning systems are caulked or filled in as to prevent infiltration of exterior air or moisture.

There is a draft coming from the baseboard trim throughout the home. Some of the baseboard trim is falling off the wall.

410.501

Weathertight Elements

(B) An exterior door or a door leading from a dwelling unit to a common passageway shall be considered to be weathertight only if:

- (1) all panes of glass are in place, unbroken and properly caulked; and
- (2) the door opens and closes fully without excessive effort; and
- (3) exterior cracks between the prime door frame and the exterior wall are caulked; and
- (4) one of the following conditions is met:
 - (a) a storm door is affixed to the prime door frame, with caulking installed so as to fill exterior cracks between the storm door frame and the prime door frame; or
 - (b) weatherstripping is applied such that the space between the door and the prime door frame is no larger than 1/16 inch at any point on the perimeter of the door or
 - (c) the door is sufficiently well-fitted such that, without weather-stripping, the space between the door and the prime door frame is no larger than 1/16 inch at any point on the sides of the door or ___ inch at any point on the top or bottom of the door.

The side entry door has a gap on the latch side.

The front entry door has gaps around the exterior.

410.501

Weathertight Elements

(A) A window shall be considered weathertight only if:

- (1) all panes of glass are in place, unbroken and properly caulked; and
- (2) the window opens and closes fully without excessive effort; and
- (3) exterior cracks between the prime window frame and the exterior wall are caulked; and
- (4) one of the following conditions is met:
 - (a) a storm window is affixed to the prime window frame, with caulking installed so as to fill exterior cracks between the storm window frame and the prime window frame; or
 - (b) weatherstripping is applied such that the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash, in the case of double hung windows and 1/32 inch in the case of casement windows; or
 - (c) the window sash is sufficiently well-fitted such that, without weatherstripping, the space between the window sash and the prime window frame is no larger than 1/16 inch at any point on the perimeter of the sash in the case of double hung windows and 1/32 inch in the case of casement windows.

Most windows on the second level do not open.

Some windows are drafty

410.551

Screens for Windows

The owner shall provide screens for all windows designed to be opened on the first four floors opening directly to the outside from any dwelling unit or room unit provided, that in an owner-occupied unit, the owner need provide screens for only those windows used for ventilation. All new or replacement screens shall be of not less than 16 mesh per square inch.

Said screens:

- (1) shall cover that part of the window that is designed to be opened but in no case less than the area as required in 105 CMR 410.280(A); and
- (2) shall be tight fitting as to prevent the entrance of insects and rodents around the perimeter.
- (3) Expandable temporary screens shall not be deemed to satisfy the requirements of 105 CMR 410.551(1) or (2)

Window screens were missing from various windows throughout the home.

State Sanitary Code 105 CMR 410.000: Chapter II, Minimum Standards of Fitness for Human Habitation

Date	4/14/2014	Time	9:30AM	# Occupants	6	# Children < 6 Years	2
Address	31 Main St.	Unit #	N/A	City/Town	Ashburnham		
Occupant Name	Michael Becker, Sharon Keegchaer, Jessica Peleacias	Phone #	978-726-6208				
Owner Name	Nicholas & Denise Reitzel	Phone #	413-253-9271				
Owner Address	97 West Pelham Rd.	City/Town	Shutesbury	Zip Code	01072		
# Dwelling/ Rooming Units in Dwelling	1	# Stories	2	Floor Level of Unit	Ø N/A		
# Sleeping Rooms	5	# Habitable Rooms (.400)	10				
Inspector	Rick Metcalf, R.S.	Title	Health Agent				

If violations are observed and checked, describe them fully on Page 3.

Area or Element	Type of Violation Use blank boxes for ones not listed	Possible Code Section(s)	✓if Violation Observed	Responsible Party	
				Owner	Occupant
Exterior, Yard & Porch	Locks	480			
	Posting, ID, Exit signs/emergency lights	481, 483, 484	X	X	
	Handrails, steps, doors windows, roof	500, 501, 503	X	X	
	Rubbish—storage and collection	600, 601			
	Maintenance of Area	602			
Common Areas & Entry	Light, windows	253, 254, 501, 551	X	X	
	Egress	450, 451, 452			
	Handrails	503			
Interior Halls & Stairs		500	X		X
	Floors, walls ceilings	500			
	Hallways, railings, stairs	503			
Bedroom 1	Light, windows	253, 254, 501			
	Hallways, railings, stairs	503			
	Light, windows	253, 254, 501			
Bedroom 1	Location (circle): Front Rear Middle	Left Middle Right			Floor Level of Unit
	Ventilation	280			
	Ceiling height	401, 402			
	Windows, screen	501, 551			
Bedroom 2	Location (circle): Front Rear Middle	Left Middle Right			Floor Level of Unit
	Ventilation	280			
	Ceiling height	401, 402			
	Windows, screen	501, 551			
Bathroom	Toilet, sink, shower, tub, door	150	X	X	
	Smooth, impervious surfaces	150			
	Lights, outlets, ventilations	251, 280			
	Floors/walls	504			
Kitchen		500	X	X	
	Sink, stove, oven; good repair, impervious and smooth, space for a refrigerator	100			

Area or Element	Type of Violation Use blank boxes for ones not listed	Possible Code Section(s)	✓if Violation Observed	Responsible Party	
				Owner	Occupant
Kitchen, cont.	Lights, outlets, ventilation, windows, screens	251, 280, 501, 551			
	Ceiling height	401, 402			
	Floor	504 (500)	X	X	
Living room and Dining Room	Lights, outlets, ventilation	250, 280			
	Ceiling height	401, 402			
	Windows/screens	501, 551			
Basement	Maintenance	500			
	Watertight	500			
	Lighting	253			
Water	Source (circle): Public Private				
	Must be potable	180			
	Quantity, pressure	180			
	Responsible for paying MGL c 186 s 22, metering	354			
Hot Water	Fuel Type (circle): Natural Gas Oil Electric Other		Temp.: 147 °f Location taken: Kitchen		
	Quantity, pressure, 110 F min, 130 max	(190)	X		X
	Venting	202			
Heating	Type (circle): Forced Hot Water Forced Hot Air Steam Electric				
	No portable units	(200)	X	X	
	"Habitable room and every room with toilet, shower, tub"	201			
	<ul style="list-style-type: none"> 68 F 7 am to 11 pm, 64 F 11:01 pm to 6:59 am, except 6/15-9/15 78 F max in heating season/measure 5 feet wall, 5 feet floor 				
	Venting, metering	202, 354, 355 (351)	X	X	
Electrical	Type (circle): 110 220 Amp:				
	Amperage, temporary wiring, metering	250, 255, 256, 354 (351)	X	X	
Drainage, Plumbing	Type (circle): Public Private				
	Sanitary drainage required and maintained	300, 351			
Smoke & CO Detectors	Required & operational	482			
Pests	Free of pests (rodents, skunks, cockroaches, insects)	550			
	Structural maintenance and elimination of harborage	550			
Asbestos or Lead Paint		353, 502			
Curtailment		620			
Access		810			
Other					

Referral: Electric Fire Plumbing Building Other

This inspection report is signed and certified under the pains and penalties of perjury.

Inspector Signature *Richard [Signature]*

Occupant or Occupant's Representative Signature

Reinspection Date _____ Time _____

This inspection report was re-written from 4/7/14 inspections as a result of new information received from the owner & a 2nd inspection on 4/14/2014.

Written description of any violation(s) checked above

Include Area or Element, code citation and a description of the condition(s) that constitute the violation. You may include remedies that would be an acceptable means of achieving compliance with 105 CMR 410.000.

TENANTS ALSO REQUESTED LEAD INSPECTION - TO BE SCHEDULED

NOTE: *indicates that this housing inspection has revealed conditions which may endanger or materially impair the health, safety, and well-being of any person(s) occupying the premises

Area/Element, Code Citation and Description of Violation	Acceptable Remedies
* Most windows on 2 nd level do not open	410.501
* Electrical panel under kitchen crawl space - access issue	410.351 - insp. by elec. insp.
* There are holes in heating system ductwork.	410.351
* The lights in laundry/fridge area do not work	410.253 *
* The light above shower in 1 st floor bath - loose connection	410.351
* Switch plate in 1 st floor 1/2 bath does not cover opening	410.351
* 2 outlets in the living room are not working	410.351
* The side entry door has a shattered pane of glass - tenants broke	410.500
* Post name of owner	410.481
* Water stain above fridge	410.500
* Rotted sills, boards, window sills	410.500
* Rotted bulkhead door	410.500
* Side entry door not weathertight	410.501
* Light switch next to side entry - no plate & not working	410.351
* Fieldstone foundation falling in & has holes	410.500
* Baseboard trim has a draft	410.501
* The threshold between the kitchen & living room is cracked.	410.500
* Front door not weathertight	410.501
* Shnds exposed in 2 nd floor bath closet	410.500
* 2 ceiling lights in 2 nd floor kitchenette not working	410.351
* lower outlet under toaster on 2 nd floor not working	410.351
* 1 st floor shower drain cover not attached - hazard	410.150
* Hot water @ 149°F - tenants	410.190 *
* Draft from crawl space access - 2 nd floor back bedroom	410.500
* Ceiling lights in 2 nd floor back bedroom not working.	410.351
Rev. 5-6-10 Drafty windows	410.501
* Outlet next to closet in 2 nd floor back bedroom not working	410.351
* Propane heater on 2 nd level not working	410.200

No source of heat on 2nd level back bedroom - 410.200

THE FOLLOWING IS A BRIEF SUMMARY OF SOME OF THE LEGAL REMEDIES TENANTS MAY USE IN ORDER TO GET HOUSING CODE VIOLATIONS CORRECTED.

1. Rent Withholding (General Laws Chapter 239 Section 8A).

If Code Violations Are Not Being Corrected, you may be entitled to hold back your rent payment. You can do this without being evicted if:

- A. You can prove that your dwelling unit or common areas contain violations which are serious enough to endanger or materially impair your health or safety and that your landlord knew or should have known about the violations before you were behind in your rent.
- B. You did not cause the violations and they can be repaired while you continue to live in the building.
- C. You are prepared to pay any portion of the rent into court if a judge orders you to pay for it. (for this it is best to put the rent money aside in a safe place.)

2. Repair and Deduct (General Laws Chapter 111 Section 127L).

This law *sometimes* allows you to use your rent money to make the repairs yourself. If your local code enforcement agency certifies that there are code violations which endanger or materially impair your health, safety or well-being and your landlord has received written notice of the violations, you may be able to use this remedy. If the owner fails to begin necessary repairs (or enter into a written contract to have them made) within five days after notice or to complete repairs within 14 days *after notice* you can use up to four months' rent in any year to make the repairs.

3. Retaliatory Rent Increases or Eviction Prohibited (General Laws Chapter 186, Section 18 and Chapter 239 Section 2A).

The owner may not increase your rent or evict you in retaliation for making a complaint to your local code enforcement agency about code violations. If the owner raises your rent or tries to evict within six months after you have made the complaint he or she will have to show a good reason for the increase or eviction which is unrelated to your complaint. You may be able to sue the landlord for damages if he or she tries this.

4. Rent Receivership (General Laws Chapter 111 Sections 127C-H).

The occupants and/or the board of health may petition the District or Superior Court to allow rent to be paid into court rather than to the owner. The court may then appoint a "receiver" who may spend as much of the rent money as is needed to correct the violation. The receiver is not subject to a spending limitation of four months' rent.

5. Search of Warranty of Habitability.

You may be entitled to sue your landlord to have all or some of your rent returned if your dwelling unit does not meet minimum standards of habitability.

6. Unfair and Deceptive Practices (General Laws Chapter 93A)

Renting an apartment with code violations is a violation of the consumer protection act and regulations for which you may sue an owner.

THE INFORMATION PRESENTED ABOVE IS ONLY A SUMMARY OF THE LAW, BEFORE YOU DECIDE TO WITHHOLD YOUR RENT OR TAKE ANY LEGAL ACTION. IT IS ADVISABLE THAT YOU CONSULT AN ATTORNEY, YOU SHOULD CONTACT THE NEAREST LEGAL SERVICES OFFICE WHICH IS:

(NAME) (TELEPHONE NUMBER)

(ADDRESS)

Exhibit
#2

Nicolas M. Reitzel III
97 West Pelham Road
Shutesbury, Ma 01072
413-253-9271

RECEIVED
MAY 05 2014
BY:

Nashoba Associated Board of Health

May 2, 2014

32 Main Street

Ashburnham, Ma

Attn: Rick Metcalf, R.S.

Re: #31 Main Street, Sanitary Code Violations Hearing

Response and Requests for Consideration

Dear Board,

I have received the complaint concerning sanitary code violations as a result of an inspection by Rick Metcalf on April 7, 2014. On April 3, 2014 the request for inspection was made by Mike Parker, and was conducted with Sharon Kearchner and Jessica Paacios, consisting of 3 of the 4 current tenants on the rental agreement.

IN GENERAL

The tenancy is per a "Tenancy at Will" agreement, signed by the above party's on September 25th 2013 as an addendum to the original "Tenancy at Will" signed on June 1st, 2013 by Mike Parker and Sharon Kearchner. A 30 day "Notice of Termination of Tenancy" was given to the tenants on April 1, 2014, to vacate the property by April 30, 2014. It was for the rental as a "single family residence".

May it be noted per the complaint information supplied in; "*Brief Summary of Legal Remedies*" item #3; *Retaliatory Eviction Prohibited.....General Laws Chapter 186, Section 18, Chapter 239, Section 2A..... "if the owner....tries to evict you within 6 months after you have made this complaint.....they will need to show good reason which is unrelated to your complaint. You will be able to sue the landlord for damages ifthey try this"*. My statement of good reason is that considering the date of termination of tenancy; April 1, relative to the date of complaint; April 3rd that this could be considered a retaliatory tactic generated by the tenant against the landlord resulting from the termination request.

May it be made record that the tenant has been in residence at the property since June 2013. Some minor complaints have been noted and fixed. Emails are available on request to support this.

May it be additionally noted that the reason for termination (see notice) is that the property is being prepared for sale on the housing market and that a Realtor has been engaged for that purpose. After the

current tenants vacate the property, the landlord intends to perform the noted complaint repairs, and also do additional work to prepare the residence for the sale.

I, Nicolas Reitzel, in consideration of the order to "not let occupancy or occupy the dwelling unit if they are vacated or if they become vacant until all provisions of chapter 2 of the State Sanitary Code, 105 CMR 410.000 are met"; fully intend to comply with the order.

In addition, as of May 2, 2014, the landlord has filed in Leominster District Housing Court a request for "Summons and Complaint" for the tenants to vacate the property immediately, as per Massachusetts rental code.

VIOLATIONS AND CORRECTIONS

I note two timelines for two types of remedial actions required for the violations, as noted; those consisting of violations that "are deemed to endanger or materially impair the health, safety or well being of the occupants", to be corrected within 24 hours of the order (see special item flag on those noted), and those consisting of corrections within a 30 day period.

A request to the Board shall be made to modify the timelines to within 30 days after the tenants vacate the property for all violations. I respectfully request the Board to consider that I will be doing a complete maintenance of the house and property including the repair of the electrical system, fixing of all windows, doors, rotten wood, cracked boards, screens, masonry, plumbing, heating, bulkhead, in addition to painting both the exterior and interior in preparation of the sale. Due to the amount of work to be performed without interfering with a tenant's right to live safely within the house, I request that the Board consider the circumstances.

The following is a detailed response to each violation;

"The first floor bath shower drain cover is not attached and creates an accident hazard"

The shower drain was attached at time of move in and no complaint was issued by the tenant. It is assumed that the tenant may have removed it to perform maintenance such as removing hair and debris and thus dislodged the connector tangs on the inlet screen; Landlord shall re-attach.

SPECIAL ITEM>>>>>>TO BE CORRECTED WITHIN 24 HRS

"Hot water temperature was 149F"

The tenant admitted to turning the water heat up per Ricks inspection report; therefore the tenant shall be responsible for re-adjusting the water heater to proper temperature. The land lord requests this be performed by a certified technician and not by the tenant.

"The propane powered stove on second level is not functioning. The propane tank was checked and did have %30 capacity left"

The landlord has service information from Roy Bros Propane, Mr. Bob Mallett, concerning the inspection, servicing and the manual starting of the stove. Also included is record of fuel consumption from the tank indicating 66+ gallons of use since 03/03. He last serviced the stove at the same time and indicated it was started and running. The tenant made no notice of complaint. The landlord intends to service the stove and replace the starting mechanism.

"No heat source in back bedroom"

Landlord intends to install an electric base board heater.

SPECIAL NOTED ITEM>>>>>>>>>CORRECTION WITHIN 24 HRS

"Light fixture in the laundry/refrigerator area does not work"

Landlord intends to repair, but unable to obtain a contractor in required short notice. Consideration is requested that the tenant had not issued a complaint previously during the tenancy period. And in addition, the landlord will need the tenant to remove the washer/dryer/refrigerator and all stored food goods from the room for the landlord to have full access to the repair the utility. I also note that another violation concerning the moving of a fuse box will be performed at the same time and may limit access to the room due to safety for a couple of days while the work is being performed. Tenant shall be required to provide supervision of the children for safety issues during the repair. Landlord request a modification of the timeline to 30 days after tenants vacates the property.

"Misc electric devices; outlet second floor bedroom, ceiling lights second floor back bedroom, lower outlet second floor bedroom, ceiling lights second floor bedroom, light switch cover side entry door missing, two outlets in living room, switch plate first floor bath does not cover hole, shower light intermittent,Are not working, need cover or plug/switch replaced or bulb replaced...."

Landlord intends to fix all items noted to working condition. May it be considered that the previous owner installed low quality substandard units and the landlord has been replacing them on a need to basis over the last 10 years. Landlord requests that this be considered standard maintenance procedure.

"Holes in the heating system"

Landlord assumes the tenant removed heating vents as they attempted to adjust the heating system, and did not replace properly. New heating system was installed approximately 5 years ago and should be in working condition. Landlord intends to fix damages.

"Panel location in crawl space"

Landlord has contacted Richard Cannavino and discussed mitigation; box to be relocated to first floor laundry room. As noted previous noted; this work is intended to be performed at same time lights in room are fixed (24 hr correction extension). This work is complex and shall require an extended period of time to perform.

"Posted name of owner"

Landlord was unaware of the requirement and will correct if needed prior to new occupancy (not required for sale?).

"Side entry door glass shattered"

Tenant broke and responsible for repair per Ricks inspection report.

"water stain and peeled paint above refrigerator"

Landlord intends to repair "small stain" during house painting work.

"rotted sills, boards and window, bulkhead door, fieldstone foundation, threshold between kitchen and living room,"

Landlord intends to fix all old wood and fieldstone issues noted. Consideration is requested that the house was built in 1832 and that these are on going maintenance issues with an old house. In general Rick noted that the house was in fairly good shape considering the age, but that the condition still exists and needs to be repaired.

The threshold was in good repair at time of tenant move in and will be repaired.

"Stud wall in second floor bath"

Landlord intends to fix, sheet rock piece was removed during maintenance of downstairs bathroom vent and stored in barn ready to be replaced.

"Draft in second floor bedroom and drafts in baseboards throughout the house"

Landlord intends to fix with weather-strip or caulking and paint.

"side entry and front entry doors has gaps"

Landlord intends to weather-strip.

"windows on second floor do not open, are drafty or missing screens"

Landlord indicates that all windows did or will open, problem due to old age and excessive swelling of wood. All windows indicated have either secondary storm windows (some currently open during winter), or updated thermal insert replacements. All windows and storms to be maintained repaired or weather-stripped to mitigate.

Screens for house are stored for winter in basement. Will be put on windows for summer.

REQUEST FOR MODIFICATIONS TO COMPLIANT BY BOARD

I respectfully request the Board of Health consider the following;

I as the landlord have all intentions of correcting the noted violations.

I request that the all timelines for correction be modified to 30 days after the tenants vacate the property for the following reasons;

- We are currently in Housing Court with an order to vacate the property unrelated to the tenant complaint; the tenant currently resides at the property in violation of the lease agreement,
- The level of repairs required are typical maintenance issues that will be resolved prior to future occupancy; and the reconsideration that the violations are so critical as to be deemed to endanger or materially impair the health, safety or well being of the occupants requiring immediate resolve,
- The repairs require the tenants to remove their possessions from the immediate work areas for an extended length of time,
- The repair areas need to be protected from disturbance, while caulking and paint dries, or while the electrician is working,
- There is a concern of the safety of the children residing in the house during the corrective actions,
- The cost and efficiency of getting an electrician in for a single block of work to complete the corrections all at once

I thank the Board for reviewing my request,

Nicolas M. Reitzel III

Exhibit 3

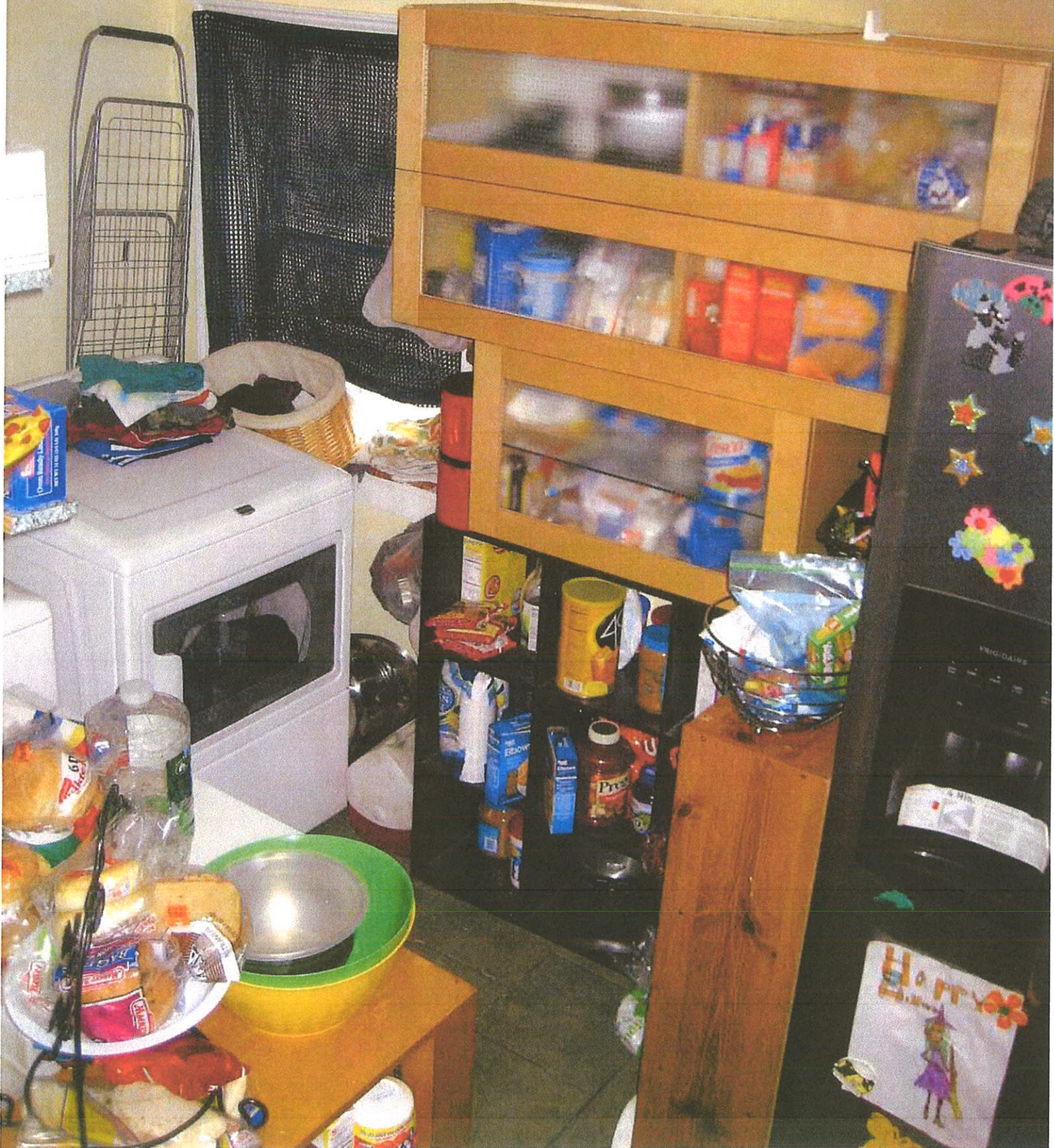


Exhibit 3

