

HAMILTON BOARD OF HEALTH

MINUTES OF MEETING

December 7, 2016

Members Present: David Smith, Lindle Willnow, and Susan Wilfarht

Others Present: Leslie Whelan, Health Agent

This meeting was called to order by Lindle Willnow at 7:00 pm at the Hamilton Senior Center

30 Bridge St. Public Hearing – Housing Order in Accordance with CMR 410.851

Bethany Doane had contacted the Board of Health with a request to conduct a housing inspection where she lived. Leslie Whelan conducted the inspection on October 14, 2016 and wrote a report which was sent to the property owner, Heather Klosowski. Ms Whelan had visited the property twice to do re-inspections, confirming when repairs were made. Ms Klosowski requested a hearing as she felt aggrieved. The occupants of the concerned property at 30 Bridge St. were notified as everyone had a right to inspect the record and be heard.

Heather Klosowski said she thought it was a witch hunt and continued that she and her four children had lived there for seven years. Ms Klosowski said the apartment was in almost perfect condition when the tenant moved in November of 2014. The lease was broken at the tenant's request when the tenant did not get along with her roommate, according to Ms Klosowski. As a realtor, Ms Klosowski looked into Hamilton rental rates and found that the current rent of \$1,400 was on the bottom of the scale with a medium rate of \$2,375. The tenant still had not paid the security deposit that was due upon moving in.

Heather Klosowski had completed many repairs including paying for the lock change even though the signed lease said the tenant was to pay for the locks. There was a value of \$365.52 for other repairs. Even though the lease indicated that the tenant could not alter the apartment without written permission, the tenant had removed the door and hinges into a new doorway requiring the door to be shaved down. The door had been rekeyed by the tenant to which the landlord said she would pay for. The exhaust fan and door sweep at the bottom were replaced, and strike plate for the bedroom door installed by the landlord. According to the lease, the landlord was to receive an extra set of keys which had not been received. Ms Klosowski said she had paid \$40 in interest even though she only owed the tenant \$.29. Bethany Doane had complained that the light switch and plug didn't work but according to Ms Klosowski, they did. A carbon monoxide detector was present. Ms Klosowski said there was a brand new tub from two years ago which was now dirty, so the caulking was replaced.

Lindle Willnow asked about the lease being broken to discover that a new lease was never signed. The lease was not signed because the new roommate had a dog and alterations had been made to the apartment according to Heather Klosowski who said the tenant had recently rekeyed the apartment again because she had issues with others. Leslie Whelan referred to the report and

said only two items were not completed including, adjusting the door latch and a screen replacement which was not required until spring.

Bethany Doane recalled that when she first moved in, there was 3' deep hole in the ground for a septic tank and there were plumbing issues such as the drains being clogged. According to Ms Doane, the drain repair people stated that the drains would continue clogging until the bigger issue was taken care of which hadn't happened. The sinks kept getting backed up but Ms Doane did not ask for repairs because of the contentious nature and fear of retaliation from the landlord. There was a dampness problem in the bathroom causing mold around the bathtub and mold on the ceiling. Leslie Whelan had inspected the apartment to see the whole ceiling covered in mold and suggested using fans and keeping the door open.

Ms Doane had e-mailed Heather Klosowski and asked to send someone to fix the clogged drains, mold, and cracks in the plaster along the ceiling and window frames which were disturbing to her. The living room wall was rotted through. Pressure would cause the paneling to come apart from the wall. Windows wouldn't shut. Ms Doane recalled that about 60 flies were in her kitchen near the windows which were not properly aligned so she fixed them herself. Ms Doane said she felt justified calling the Board of Health to ask for a list of things for Heather Klosowski to take care of. The door handle to the front entry had always been loose with no dead bolt. Paint was starting to peel.

According to Bethany Doane, she had emailed Heather Klosowski and the only thing she agreed to do was to call someone about the drains but Ms Doane never heard about it again. Ms Doane did not believe that Ms Klosowski respected the timeline including the lock which was supposed to be completed in two weeks, but didn't happen until far later. The door handle was not yet fixed.

Lindle Willnow asked if a statement of conditions had been signed upon occupancy. The response was yes and the Landlord Statement noted some cracks in the bedroom ceiling. The apartment had been freshly painted with brand new carpeting. Bethany Doane said the kitchen and bathroom sinks were clogged with a dripping sound. Doors would not shut without locking them. The bottom of the bathroom door was not even with the floor and there was a crack in the kitchen. Heather Klosowski said the yard was dug up to pump the septic, but according to Ms Doane the plumber had told her, he would take care of it but it would not be resolved until the larger issue was resolved. Ms Klosowski had ASAP Drains had said nothing was wrong with the drain, but they had cleaned hair out of the strainer.

Bethany Doane said there was no heating source on the third floor. Lindle Willnow asked if the Ms Doane was a Tenant at Will. Mr. Willnow stated that the order had been fulfilled to Leslie Whelan's satisfaction except for the door knob which should be fixed currently and screen door, which was due in the spring. Heather Klosowski said the door knob would be fixed in about a week. Leslie Whelan suggested that it be replaced if it can't be repaired. Ms Whelan said

anything that the landlord provided, needed to work as intended. Ms Klosowski would follow up when the door knob was fixed.

265 Cutler Road – Hearing Continued Keeping of Animals Permit – Minimum Standard for Keeping of Animals Regulation 12

Leslie Whelan reported that Lane Chase had submitted a crumpled plan but didn't know what the plan was actually showing. Mr. Chase said they talked about the measurements and square footage and thought he had illustrated the measurements of the wetlands. Mr. Chase said that 30% of the wetlands belong to the abutter, Michael Carter. Lindle Willnow asked Mr. Chase how he delineated between wet and dry land. Mr. Chase showed the Board where gravel had been dumped.

The Board of Health said it was asking for a plan that indicated the separation of the wetland area from the area where animals inhabit. Lane Chase said the square footage would provide for 19.92 horses but at one time there were 48 horses on the property. Lindle Willnow asked if the wetlands had been flagged to which Mr. Chase responded that the wetlands were gone but he had drawn onto the plan where they were in the past. Mr. Willnow informed Mr. Chase that it was the soil type that delineated wetland soil. Mr. Chase said it was all gravel.

Leslie Whelan said Lane Chase had not submitted a revised application with a plan that indicated the area and wetlands delineated for ConsCom review. The Board of Health had not received a written request for a variance for the well, nor had they received a second water sample. Ms Whelan handed Mr. Chase the list of requirements needed. Ms Whelan said it would be preferable to hire a professional organization to collect and test the water sample and Mr. Chase agreed to have the sample submitted by the following Tuesday. Mr. Chase would need to return to the Board as the Board would need to vote on the variance. The hearing was continued until January 25, 2017 at 7:00 pm and Mr. Chase was informed that he needed to comply by that time.

FDA Food Program Discussion – Voluntary Standards

Leslie Whelan said she had e-mailed the standards after she went to a conference, and continued that once adopted at the meeting, the Town could apply for funding to do an assessment of their program. Funding included \$2,500 to assess the retail program based on nine standards. The Town would select which standard it wanted to focus on to make improvements including training staff or coming up with policies to enhance the compliance rates. Lindle Willnow said if Ms Whelan was willing to do the work, it was something the Board would be interested in. Motion made by Lindle Willnow to adopt the Voluntary Standards.

David Smith seconded while commending Ms Whelan in her initiative in doing this project.

Vote: Unanimous in favor.

15 Walnut Discussion – Probation Letter

Leslie Whelan distributed a copy of the August 2016 policy about probationary inspection frequency, which would go into effect July 2017. Ms Whelan said she would like to use this policy to draft a letter to 15 Walnut, following all but the implementation date.

The letter to indicate that the restaurant would be on probation explaining why, what the restaurant would need to do, and they have a right to a hearing. The Food Inspector had cited them for the same repeat violations twice in 2013 and twice in 2014 and three times in 2015. The Food Inspector found no person to be in charge and no one on site who was serve safe certified. The Food Inspector said sanitizer strips were not available with no testing of the sanitizer ph and no ph records being kept for sushi rice.

Motion made by Lindle Willnow to take appropriate action for violations at 15 Walnut in accordance with the current policy.

Susan Wilfarht seconded.

Vote: Unanimous in favor.

Health Agent Update Discussion

Leslie Whelan noted that at the last meeting, the Board talked about making changes to the Keeping of Animals Regulations. There were no objections to redefining animals versus livestock or adding the term “original license.” It had been interpreted that an original license would be needed when someone new applied. The Board agreed that it would be helpful to spell it out. Lindle Willnow defined the difference with an original applicant being the only one to renew the application. Even if the spouse were to reapply, only the original owner could file a renewal and the spouse would need to file for an original license. A second owner of a property, even if horses were always kept on the property, would need to file an original application.

David Smith asked how long ago regulations were originally implemented noting that if a property owner filed before then, they did not need an original license, but were grandfathered. The regulations were adopted in 1989. An original license would be required for a new owner so there would be no grandfathering in perpetuity for properties that were sold. The Board agreed that clarification would be helpful.

Brick Ends Farm continued to cause odor complaints including one on the day of the meeting. Leslie Whelan stated that the odor was as strong at Town Hall as it was near Gail Ave and Highland St. but was not as strong in the Brick Ends Farm driveway. The person who complained stated that they were going to the ER to document his physical condition.

MGL 111 Section 143 described the activities the Board of Health could regulate if there was an odorous problem. The Board of Health could determine if a location was suitable or not while Section 111 125A outlined whether a farm was a nuisance. The law was protective of farms so the Board of Health could not become over reaching, recognizing that farms were odiferous. Susan Wilfarht asked if Brick Ends Farm was a farm. Lindle Willnow said Brick Ends Farm grew crops. Susan Wilfarht added it was also a commercial entity.

David Smith said in his professional life, he dealt with odor issues, which were considered personally specific, highly personal, and variable in space and time, making them difficult to deal with. Complaints, which went to the Board of Health Administrative Assistant or the Selectmen, typically increased when the pile was turned. Residents who complained were often the same callers typically from the Asbury St., Bradford Rd., Sharon Rd., and Highland St. area. Peter Britton had added a sprinkler and turned his piles according to the wind direction which were voluntary changes. Mr. Smith added that the airborne effluent from composting was not toxic but Susan Wilfarht responded that it was just as annoying to certain people. Mr. Smith said he would do research on the topic.

Leslie Whelan had written a first draft of a letter to Essex Septic to warn them to comply with the regulations or their permit would be in jeopardy. In response to David Smith's inference that other companies complied with the requirements, Ms Whelan responded that there were others who were intermittent. When Ms Whelan was alerted that she hadn't received the records from a particular company, she would look for other company records. Mr. Whelan said she had a complaint which put Essex Septic on the radar.

Trash appeared to be gone at Asbury Grove.

There were no complaints at 84 Union St.

Leslie Whelan submitted a list of things to do if more time was available which led to a discussion of increasing Health Inspector hours from 12 to 16. The Board acknowledged that Ms Whelan devoted more than 12 hours already so they would be in favor of increasing the hours, stating it was an excellent cost benefit relationship. The annual increase to the budget would be approximately \$9,000. Ms Whelan said the budget season had started so if Board approved the increase, she would include it in the proposed budget.

Lindle Willnow made motion that the Board of Health make a statement of support to increase the Health Agent's hours from 12 to 16 hours per week.

David Smith seconded.

Vote: Unanimous to approve.

Next meeting was proposed for Wednesday January 25, 2017.

Approve Minutes

Motion made by Lindle Willnow to approve minutes of September 28, 2016 as presented.

Seconded by Susan Wilfarht.

Vote: Unanimous to approve minutes.

Motion to adjourn made by Lindle Willnow.

Seconded by David Smith.

Vote Unanimous to adjourn at 8:35 pm.

Prepared by:

Marcie Ricker

Attest

Date