

**MINUTES OF THE PLUMBING AND FUEL GAS BOARD MEETING
LUGM MIDDLE CONFERENCE ROOM * LEONARDTOWN, MARYLAND
Wednesday, November 4, 2007**

Call to Order

The meeting was called to order by Mr. Gerald Davis at 6:10 p.m. Members present were Bernie Taylor, Charles Downs, Dwight Mason, David Shapiro and Mike Sullivan. Daryl Calvano was absent. LUGM staff present was Adam Knight. Others present were Ken Moore of MDIA.

Training: Mr. Davis stated he would like to go over the meeting he attended on 11/3/07 for Boards, Committees, and Commissions Training Session. Mr. Davis stated the meeting gave information on what to expect during meetings and how to operate meetings. Mr. Davis stated they really stressed having an agenda to follow during the meeting and that the agenda be posted. Mr. Davis stated they also stressed having the meeting recorded and minutes typed to be posted on the agenda. Mr. Davis stated the County Attorney spoke about executive sessions versus public open meetings. Mr. Davis stated executive sessions are restricted to conflict of interest issues. Mr. Davis stated if the board is holding a public hearing it should be stated on the agenda.

Ordinance & By-laws: Mr. Davis stated this is being pushed forward now. Mr. Davis stated Mr. Canavan has signed off on this and now it will be sent to the County Attorney for review. Mr. Knight stated Mr. Canavan has reviewed the ordinance and by-laws and is recommending a few minor changes to the by-laws. Mr. Knight stated once the changes are made Mr. Canavan will sign off on them and I will forward them to Legal for review. Mr. Knight stated once legal has reviewed them the public hearing can be scheduled with the County Commissioners. A motion was made and seconded to accept the changes recommended by Mr. Canavan. The motion passed by a unanimous vote.

Mr. Knight stated on another note, he has copies of the Sprinkler Ordinance if anyone wants a copy.

Letter: Mr. Knight stated he has not received a response in regards to this letter.

Approval of Minutes: A motion was made and seconded to table the minutes to the next meeting for approval. The motion passed unanimously.

Old Business Hearing: Mr. Knight stated we are expecting to hear from both parties tonight including the Master Plumber and the Plaintiff. Mr. Knight stated he received a phone call from Mr. Higgins today regarding tonight's meeting. Mr. Knight stated Mr. Higgins wanted to go into detail regarding the case so Mr. Knight stopped him and stated he would have time to testify tonight. Mr. Knight stated Mr. Higgins did admit to not looking at every job and he was not aware of this particular job. Mr. Knight recommended hearing the signature case separately.

Check and Copy IDs: Mr. Knight provided copies of the IDs. Mr. Knight stated he asked that Mr. Moore compare the ID copy that Ms. Ditch presented at the last meeting to applications on file. Mr. Moore stated the two signatures do not match, the loops, the hoops, everything do not match up. Mr. Davis stated based on the Plaintiffs testimony from the last meeting, Mr. Higgins had no recollection of pulling a permit or signing a permit for this job. Mr. Knight stated there is also a discrepancy with the addresses.

Mr. Downs referred to the Plaintiffs testimony from the previous meeting stating the Plaintiff didn't even recognize Mr. Higgins when he drove up, which is a violation in itself. Mr. Davis stated there was also no writing on the truck to identify who or which company. Mr. Sullivan stated the board needs to find out from Ms. Ditch if she was on the property at all times when work was being done to make sure Mr. Higgins was not there when she wasn't on the property.

Explanation of Process: Mr. Davis explained the rules of conduct of the process.

Check and Copy Master Plumbing License: The board discussed the discrepancies of the license numbers stating this needs to be clarified.

Swearing-In of Persons Testifying Before the Board: Ms. Susan Pearce-Ditch, Mr. Davis, Mr. Higgins, Ken Moore and Adam Knight were sworn in.

Ms. Susan Pearce-Ditch Testimony: My initial communication was regarding a plumbing job that was initiated the end of July. I had a water service line that broke which runs to my kennel boarding business that I run. As the job progressed I had a number of concerns regarding the management in which it was performed and some code issues. I contacted St. Marys County who responded. Overall I was very unhappy with the manner in which the job was carried out. When I attempted to speak with Norman after the job about my concerns I didnt feel we were able to communicate. Ultimately I paid the balance due and am still a very unsatisfied customer. Even today, three months later, I am still dealing with some ramifications of this job. Were still looking at the mess; the hole in the wall looks like a hammer was shoved through the wall. This is unsightly and unprofessional. The waterline running to the building was just looped off and remains unfilled and left open. I have documented all of this and submitted this to the board. Mr. Knight: Would you like to follow up on the visit you received prior to the last Plumbing Board meeting. Mr. Ditch: I think we met the 10th of October, the evening of the 9th a gentleman came to the door of the kennel after we were closed apparently looking for firewood. The gentleman, Mr. Higgins, was very nice and polite introduced himself as the master plumber. We discussed the situation and what was going on and went into great detail about what had happened. I apparently had some confusion from the start. The gentleman who came out to do the estimate, I thought was the master plumber. It wasnt it was the estimator, so any reference in the letter to Mr. Higgins is not correct, because I didnt meet Mr. Higgins until the 9th. While the job was being carried out I was under the impression Norman was the master plumber. It was clarified for me the day before the last meeting. Mr. Higgins did provide me his information because I was leery. In Normans defense I assumed Norman was the master plumber he never told me he was the master plumber. Mr. Knight: I was called to the site by Ms. Ditch concerning some unprofessional looking work and some possible code violations; the trench was not deep enough. I called MDIA who were unable to respond as quickly as I was. I went out and met with Norman on the site where it was recognized that the ditch was not deep enough and did not meet the code requirements. I at that time informed Norman he needed to obtain a permit. At that point he informed me it was considered emergency work. He informed me that Michael was going to obtain the inspections that day. I believe that was done by the end of the day and an inspection was called for in which it failed. Onsite Norman and I talked about the situation where it came out of the building that would make it difficult for him to obtain false depth and tying into the existing line to take it into the kennel. I told him that would be fine but we would have to cover it up to the best of our ability. I would not require them to dig up the floor of the footing because this was an existing condition. He said he would take care of the situation with Ms. Ditch and make her happy. I recommended to Ms. Ditch if she felt aggrieved she could bright this to the attention of the Plumbing Board for discussion.

Mr. Higgins Testimony: I didnt recall everything I did on this job. I remember going out there, I remember Mr. Godecki calling me and getting a permit and knowing that the trench was too high out of the ground and we lowered it and reattached what we needed to reattach and he took care of the rest of the job, for backfilling, patching and the work inside the kennel.

Mr. Norman Godecki Testimony: Everything that hes saying is pretty much true and on the mark. As far as I have investigated on my own with the Maryland State Plumbing Board as well as other affiliates. The discussion me and Mr. Knight had about the 90 angle which I have a picture of. He allowed me, my company, to do the tie in for that to make it up to code per inch, but MDIA does not accept this. At that point we had to return, go under the footers, get it below the

frost line and bring it back up into the building. On the final day Michael was on the job no more than 30 minutes, there was two tie ins and eight hose clamps on the whole job. I did the trenching; when the trenching wasn't low enough I was upset about it because I had to run the whole thing over again. We went above and beyond. We had to remove the fence which we normally ask that the clients do for legal reasons. Per Ms. Ditch this was all approved and done. She wanted us to run PVC pipe underground when any master plumber knows that's not your best option. Most well piping is black AVS roll pipe; we don't use anything less than that. I do operate all the heavy equipment for the company, I write all the contracts as per Michael's agreement to hire me at the company. By what I see here I don't feel like anything's been done wrong except somebody being mad at me due to an argument. Nobody would show up onsite immediately to help her except us, we are the best service company in Maryland and I hear that 5 out of 10 times. Everything on the job, yeah we had a failure for the trench, got it fixed, and we went above and beyond what was stated on our contract. We never charged any more money for any such job. Patch work went fine, I patched the inside and the outside looked beautiful. We're not landscapers, if you look at the pictures the ground was all smooth and level. We followed all the codes and brought our own cones, with the help of Ms. Ditch she brought out additional cones, we roped it off. As far as I know there's no leaks or problems, if she needs us to come back out and patch a whole as she had to do was bring it to my attention. We would be 100% behind her. As far as the electrical complaint is concerned we were 100% on the numbers. We did cross a line that wasn't supposed to be there and I assured her it was probably a dead line. Upon her calling an electrician because she didn't believe that I was right, we have the paper right here confirming that we were 100% correct on that too. The job was approved by the State all codes were met, nobody did anything illegal, master plumber did all the service tie ins. Once I get my master license that will alleviate some of the problems, there haven't been that many, but enough to concern me and Mr. Higgins. Mr. Knight: I would like to make one clarification of Mr. Godecki's testimony; the State did not approve this. Mr. Godecki: I have the approval right here. Mr. Knight: That's not the State that's the County. Mr. Mason: We have two different addresses, one for Waldorf and one for Mechanicsville. Do you operate shops out of both of those addresses? Mr. Godecki: One is an office for the bookkeeping and the 27190 is our address for the business. Mr. Davis: Did you call in an appointment ticket? Mr. Godecki: Yes, she had already called it in. The marking were already there when we arrived. We didn't get a ticket because she had already called it in. Mr. Davis: So did the person you talked to on the phone roll that ticket into your name? Mr. Godecki: No, they did not. Mr. Davis: For future reference you should always have the ticket rolled over into your name. Mr. Godecki: No problem.

Mr. Knight: I recommend that we allow each person to make a final comment if they so desire. Ms. Ditch: When were talking about Michael, as we talking about Michael Higgins or the gentleman who came out and did the original estimate? Mr. Godecki: Michael Higgins. Michael the estimator is just an estimator. The estimator relays the estimate information to Michael Higgins so we can set up an appointment day. Ms. Ditch: I do give you credit, they did respond very quickly. The first time I ever saw or heard of Mr. Higgins was October 9, 2007. He was never on my property before and in fact said he knew nothing about the job. Mr. Davis: Mr. Higgins were you on the job site to make the connection? Mr. Higgins: Yes sir. I had forgotten that I was even there. Mr. Davis: Were you there when Mr. Knight was there? Mr. Higgins: I believe he had left before I got there. I left to get the permit and then came back. Mr. Knight: That's not consistent with what Mr. Godecki told me. Mr. Godecki: Mr. Knight that is what I told you. Mr. Knight: No, you never mentioned that it was you and that you had already been on the site. Ms. Ditch: I called in to miss utility, I have it in the letter, for another project that I had going on out there. They could not do it because it was a private utility. I called and paid a private utility company to come out. As far as the fence, it was just taken down; we never found the rest of the parts so we couldn't put it back up. As far as the contract, I have no contract that outlines my rights, Normans rights or anything in between. The outside did not look beautiful it was not raked. Someone came by to collect final payment and I asked if they were going to clean up the final site or rake it and the guy told me no. I had to order pea gravel and pay people to rake it and re-landscape. The area was not roped off; I had to cone it off for customers. You told me to call that electrician and before you drove off the property you said this wasn't your problem. So the next morning I did call an

electrician which I paid for. The master plumber did not do the service tie-in. He had never been on the property. Mr. Godecki: Somebody took this picture which shows Michael and that show he was there. After the words we had she stayed away from us. She stayed up front with the newborn baby that she just had. I understand her hormones were going and shes short-winded with us. I understood and tried to keep my composure. I left her cones there; I dont need cones that bad. The job was done on completion; the tie-ins were done by Mr. Higgins. There was a phone conversation from Mr. Higgins where he called and talked to her in the middle of this job because there was conflict of interest. Mr. Davis: Ms. Ditch did you receive that call? Ms. Ditch: I believed it to be from Michael the estimator. Mr. Shaprio: There are certain utilities that are owned by the person and you are responsible to keep track of where they are. In construction miscommunication is a problem. There is no definition of workmanship. Mr. Godecki: I believe in this case all the laws were followed; all inspections were properly handled, whether they passed the first time or not. We backfilled in accordance to what we said we would. Mr. Higgins has testified that he did all tie-ins and connections as he was supposed to. I believe there was just a miscommunication. I apologize for any inconveniences. Mr. Davis: Mr. Higgins I want you to look at this picture and tell me if it is you. Mr. Higgins: I believe it is I remember the suspenders. I dont remember getting my picture taken so I will not swear to it.

A motion was made and seconded to break for 10 minutes. The motion passed unanimously.

Mr. Knight: I will summarize some things we wanted to ask you about for the record. The advertisement in the Verizon phone book does not recognize Mr. Higgins as the master plumber. During the investigation we pulled files that showed inconsistencies in the signature on your drivers license and the signatures on the licenses. Mr. Moore: Is it fair to say you do a fair amount of work in St. Marys County? Mr. Higgins: No, but Mr. Godecki does plan to do more work in St. Marys County. Mr. Moore: Two thirds of the permits I pulled have not been closed yet. Mr. Godecki: I was not aware of this but I can make sure they become final. Mr. Godecki: All these signatures look the same to me. Mr. Davis: Mr. Higgins did you pull all these permits and sign them. Mr. Higgins: Yes, but I did not sign them. He signed them in my name but I was aware of them being pulled. Mr. Godecki: Michael gave me power of attorney to sign. Mr. Higgins: My number is 20918. Mr. Godecki: That is my number not his number. Mr. Knight: You need to have your advertisement, per state law corrected.

A motion was made and seconded to make the decision within 30 days. The motion passed unanimously.

A motion was made to send these six items to Mr. Higgins as follows:

1. The job in question was not an emergency.
2. The permit was not pulled before the start of the job.
3. Based on testimony the Master Plumber was not on the job site as required.
4. There was not a journeyman on the job which is required by law.
5. Give 30 days to finalize any plumbing permits that are currently open as on file.
6. Mr. Higgins be responsible for his signature for all permits pulled from this day forth.
7. All advertisements containing wrong license number must be fixed.

The motion was seconded and passed by a unanimous vote.

A motion was made and seconded to finalize the letter to be forwarded to Mr. Higgins within 30 days. The motion passed unanimously.

New Business: None

Adjourn: A motion was made and seconded to adjourn. The motion passed unanimously.

Jada Stuckert
Recording Secretary

Approved in open session: March 12, 2008

Gerald Davis
Chairman