

# **Village of Wellington**

*12300 Forest Hill Blvd  
Wellington, FL 33414*



## **Action Summary - Final**

**Monday, September 16, 2019**

**6:30 PM**

**Village Hall - Council Chambers**

## **Construction Board of Adjustments & Appeals**

*Howard Long, Chair  
Lee Kantor, Vice Chair  
Terrence Bailey  
Benjamin Morris  
John Strandberg  
Scott Wortman*

## **I. CALL TO ORDER**

Mr. Tumin, Chair, called the meeting of the CBAA of September 16, 2019 to order at 6:30 pm.

Board Members Present: Howard "Tripp" Long; Benjamin Morris; John Strandberg; Bruce Tumin and Scott Wortman. Note: Mr. Tumin resigned at the start of the meeting and did not participate.

Board Members Not Present: Mr. Lee Kantor

## **II. PLEDGE OF ALLEGIANCE**

Mr. Tumin, Chair, led the Pledge of Allegiance.

After the Pledge Mr. Tumin introduced the two new members and asked them to speak about their experience.

Mr. Scott Wortman introduced himself and stated that he was in Real Estate Law and Condominium planning and had had been practicing for 25 years.

Mr. Benjamin Morris introduced himself and stated that he was on the lender side of new structures, and helped with permitting and code verification.

Mr Tumin, asked the attorney if she felt the new members met the requirements for the Board, Section 2-3.28 of the Code. In response, Ms. Laurie Cohen, Village Attorney, stated that she did feel that they met the qualifications with the intent of the code.

Mr. Tumin expressed concern that Mr. Morris' resume mentioned a lot of agricultural items. Ms. Cohen stated that the decision was made about the appointments, and Mr. Tumin was not able to make that decision. Mr. Tumin asked if they had taken the ethics course. Ms. Cohen stated that they had complied with all requirements to serve on the Board. Mr. Tumin stated that he would make a point of privilege stating that, in his opinion, the lack of experience that he believed the new members had compromised the integrity of the Board and that he would resign.

At this point, Mr. Tumin exited the meeting. Ms. Cohen then appointed the next board member in line to take over the meeting. Mr. Tripp Long, being the most senior member of the Board, then sat as the Chair.

## **III. APPROVAL OF MINUTES**

A. [CB-120](#)

The minutes of the January 29, 2018 Construction Board Meeting were presented to the Board for approval.

A motion was made by Mr. Long to approve the minutes. Board members voiced their approval, and the minutes were unanimously approved.

IV. OLD BUSINESS

A. [CB-121](#)

V. NEW BUSINESS

A. ELECTION OF CHAIRMAN

Nominations were opened for the election of the new Chair.

Ms. Cohen explained how the members are elected, and that people can vote for themselves, and that majority vote rules.

Mr. Wortman wanted to know the experience of the other board members, so that he would be able to properly vote.

**Chair:**

Mr. Tripp Long was nominated, and the board voiced their unanimous approval.

**Vice Chair:**

Mr. Wortman nominated himself.

Mr. Long nominated Mr. Lee Kantor. The Board voted and Mr. Kantor was approved by majority as Vice Chair.

B. SWEARING IN OF WITNESSES, EX PARTE DISCLOSURES AND INSTRUCTION BY VILLAGE ATTORNEY

Ms. Cohen explained the swearing in, and advised the members that they were to act in a Quasi-Judicial manner. She also explained the ex-parte disclosures, and how the decision was to come about. She defined the rulings and what the board has power to take from the contractor.

Jacek Tomasik, Matthew Mills, Melvin Corredor, Gabriel Finocchietti, Michael Ireland and John Wehn were sworn in as witnesses.

C. [CB-122](#)

Mr. Jacek Tomasik, Building Official, introduced Matthew Mills as Wellington's Chief Inspector and Melvin Corredor as one of Wellington's plans reviewer and roofing inspector.

Mr. Tomasik explained Section 105.41 of the code. He stated the process of permits being extended by approved inspections, and that in this particular case, there had not been an approved inspection in the last six months, leaving the permit in an expired status.

R905.3.6

Residential application for fasteners for roof. Nails are rusting, violating code from FRSA/TR1 manual. (This manual is used for installation guidelines).

R905.3.7

FRSA/TR1 installation, overhang of tile  $\frac{3}{4}$ -2" overhang allowed. There should also be a minimum of 3" headlap (overlapping of tiles) detailed plans on how to align tiles in order to keep water off roof.

R905.3.8

Flashing, several locations have violations

At this point, Mr. Terrence Bailey arrived at the meeting. He then was asked if he had any ex-parte communications. Mr. Bailey indicated that he had none.

Mr. Tomasik explained that the Building Department has performed a sheathing, metal and in progress inspection which were approved. Some violations were brought to the contractor's attention along the way but they have since been corrected. He stated that they applied code sections per the home owner's request.

Mr. Wortman asked Mr. Tomasik if he knew how many nails were rusted, i.e., few, dozens, etc. Mr. Tomasik indicated that he didn't have a number of nails, but said that it was enough to make note of.

Mr. Wortman asked Mr. Tomasik how many instances of the overhang violation were there. Mr. Tomasik confirmed that there were quite a few areas that violated that code.

At this time, Mr. Finocchietti approached the Board with a tile and underlayment sample. He thanked the Board for meeting and stated that he has been working with Hammerhead since May 2018.

Mr. Finocchietti stated that, on January 23rd of 2019, there was a meeting between the homeowner, Mike Ireland, Poncho (installer) and the tile manufacturer, Jacek Tomasik, Matthew Mills and Melvin Corredor. During that meeting Mike was insistent that the roof was put in to code and that the issues were due to the supplier and homeowner.

Mr. Finocchietti continued to say that in July 2018, the he received an email that the tile was going to be delivered to the house. Unfortunately, he was going to be out of town for the 4th of July holiday, and so was the contractor. He stated that he asked if this would be an issue and the contractor assured him that it would be fine. The tiles were delivered while there was no one on site to supervise the unloading of the tiles. They were placed on the roof; not strapped properly and they ended up sliding off of the roof in some areas. Mr. Finocchietti said that when he realized this problem he contacted Hammerhead and spoke to Mike about it. Mike told Mr. Finocchietti he would reach out to the supplier to get them to take responsibility of the improperly placed and secured tiles. The supplier was not accepting responsibility and it came to a point where the whole job was at a standstill because neither party wanted to accept responsibility for the problems that were happening. Mr. Finocchietti expressed his frustration during this time because he was concerned for the safety of his family. He felt that the longer the tiles were on his roof the more damage they were causing to the work already completed and approved by the Building Department. Mr. Finocchietti mentioned that according to the FRSA, during tile loading, any damage that may occur should be immediately repaired with the same materials, and that was not happening on his home because nobody would touch the tiles.

At this point Mr. Finocchietti said that he and Mike started emailing the supplier with no responses. However, Mike was eventually able to reach a high leveled employee and in September Superior came out to take down the tiles.

Mr. Finocchietti continued to say that once the tile installation began, he was traveling so he could not see what work was progressing. When he came home, he noticed the tiles were not in straight lines, He said that he emailed Mike with Hammerhead immediately to address his concerns. Mike told him that his crew was experienced with the Santa Fe clay tile and assured him that they knew how to install it properly. Mr. Finocchietti said that he sent the installation guide for the tile with no response from

Hammerhead. The next correspondence he heard from Hammerhead was in December, stating that they would correct the issues that he was concerned with but that it was typical for a foam set tile roof.

On January 23rd, Mr. Finocchietti stated that he had decided to reach out to the Village Building Department because things weren't progressing and he wanted to make sure that he wasn't missing information. Around March 11th 2019, Mike showed up with his crew to do repairs and finish the roof. Mr. Corredor stopped by to do a contractors assist inspection upon request of the homeowner. Melvin spoke with Mike about the concerns and Mike said that it would be corrected. Mr. Finocchietti stated that about an hour after Melvin left Mike left the job site and so did Poncho (head installer) there were now four guys left to install, and only one spoke broken English. He said he saw them installing tile incorrectly again and advised the crew to contact Mike or Poncho. Poncho came back out and told the homeowner the product cannot be installed straight and let the crew continue to work as they were, with no corrections. They all left the site and said they would be back the following day; however, nobody came back on site to do work as they only came back on Friday to pick up trailers and materials. Mr. Finocchietti said that he spoke to Mike and was told that his crew did not want to work for him and they were done. He said that at that time he called Jacek Tomasik to get the qualifier involved. Jacek spoke to Mike to set up meetings with the homeowner to get the roof done properly. Mr. Finocchietti stated that he requested Hammerhead to start work back after the 20th when he was back in town; Mike wanted to start on the 18th. The homeowner expressed to the Board that he was concerned because he would not be there to supervise. Hammerhead showed up on 18th to start work and said that Mike would be there to supervise the work. The homeowner provided a security camera video showing that Mike left shortly after the crew was set up, so in his opinion he did not supervise any work.

Mike from Hammerhead Roofing approached the Board and addressed the comments about the supplier and the issues that came about with them loading it improperly. He did agree that it was loaded incorrectly and that he was on top of the supplier to get it corrected since there was major damage being done. He stated that he wanted the supplier to take the tiles off the roof because they have the conveyor trucks that can off load the tiles without causing more damage to the roof. Mike said that when the supplier got there they stated it was not their issue. Mike then called Mr. Wehn to get approval to pay the manufacturer to remove the tiles, which he did approve, brought it to their shop, fixed all the underlayment per manufacturer requirements, popped the lines and reloaded the tile. Mike said that the reason for the delay from removing the tile to reinstalling it was that Hammerhead and Mr. Finocchietti had

agreed to wait to load and install the tile until the weather had cooled off. This was so the underlayment wasn't hot to not take the chance to damage the underlayment, per the homeowners comment that he didn't want to see a scuff mark on the roof. The first day they laid a large portion of the roof and the next day is when they received the call from Jacek, unexpectedly. They went out to the jobsite together and he explained that the clay tile is warped, and most people want that look in the tile, that's why they choose it. No tiles lay perfectly on top of one another. They agreed that any tile Mike could get 4 fingers under would be the ones that they corrected. They called the supplier to order the tile but it takes 2-3 months to get the tile because it's imported. There were about 200 tiles to be replaced, so that's what they ordered. When they were installing it, Pancho called to let him know they ran out of tile, Mike asked why and Pancho told him that the homeowner was on the roof and that he wanted them to fix more tiles, so Hammerhead ordered more tiles, which delayed the process even more. Mike expressed that Mr. Finocchietti being on the roof instructing his crew on how to lay tile was frustrating and causing more issues then necessary with the 3" headlap. Mike referred to the FRSA where it says 3" unless by product design, and he stated that the product design for that specific tile says 2" is acceptable as long as nail holes are covered. Mike gave a manufacturers letter to the board for review stating that the 2" is OK. Mike also stated that he spoke with Joe Burn from BRI about the rusted nails, and Joe said that there were two rusted nails. He claims that the waviness of the tile is because Mr. Finocchietti insisted on 3" overlap on some tiles and other tiles have 2" so that caused it to have the final look it does. Mike stated that all the time delays on Hammerhead's part were due to ordering tile for corrections. Mike completed his statement and said he was happy to answer questions, but he did not believe a willful violation was accurate on his part.

Mr. Long asked Mike if he believed that 2" was acceptable for installation. Mike agreed and said per product design, it was.

Mr. Long then asked the staff what their opinion was, Mr. Tomasik said that when the Building Department met on site with the homeowner, contractor and manufacturer representative, the representative had mentioned that he was willing to accept the less than 3". Mr. Tomasik said he wasn't sure if this was in the spirit of helping, or some pressure that the representative may have been feeling, but this was just an employee from the manufacturer. Mr. Tomasik referred the Board to the manufacturer's website showing the 3" **minimum** overlaps. Mr. Tomasik stated that we would like to go by the book and what it was showing was 3" is required, at a minimum.

Mr. Bailey stated that less than 3" would be allowed if that specific tile has a manufacturing element that would allow for less than 3" by it's original design, not for field adjustments, or slop work, or deviation from the manufacturer, and it would be encompassed and acknowledged in NOA's and approval process. Mr. Tomasik agreed and stated that there are no tolerances for this tile because the tile was tested the way it was shown on the manufacturer's website. He understood field conditions, but he did not feel like this would be a justification to go against manufacturer specifications.

Mr. Long asked if Mr. Tomasik knew how many instances of overlapping issues were present, Mr. Tomasik stated that it would be hard to determine, but basically a majority of the tiles would need to be corrected because once one tile is corrected, that would change the overlap for the tile in front of it, so on and so forth.

Mr. Bailey asked the attorney if there was a way to suspend this meeting to a later date, Ms. Cohen stated that it would be possible but the Board would need to set a ruling and a date for the next meeting. Ms. Cohen asked if there were any public comments, and there were none.

There was a motion to close and all board members were in favor.

Mike from Hammerhead Roofing said he was OK with the delay, but he didn't want to pay the consultant. Ms. Cohen advised him that the Board was not allowed to make that decision, and they needed to handle that in a civil manner with a mediator if needed. The homeowner stated that he was OK with this as long as there was a consultant present because he didn't want anything to be missed. Mr. Long stated that he understood his concern but there wasn't any way that the Board could enforce that stipulation, and that this was going to be a civil matter between the homeowner and contractor.

Mr. Tomasik stated that historically the Board has ruled for time to correct violations that were noted and the Board would come back together, if at that time, the ruling has not been satisfied.

Ms. Cohen stated that we would just need to agree to postpone or make a determination tonight. Mr. Finocchietti stated that his problem with postponing was that he felt that he had given Hammerhead plenty of time to correct the issues. He noted that he had many instances with emails, texts, phone calls with messages saying that they would "make it right" and nothing has happened 9 months later. He stated he wanted the contractor to focus solely on his roof.



Ms. Cohen said that she felt there was too much uncertainty and concern with the homeowner to get issues resolved with a postponement, so she suggested that there be a finding tonight.

Mr. Wortman wanted clarification on if the contractor would be able to complete this roof if he was in fact found guilty and suspended. Mr. Tomasik clarified that he would be able to complete the work on this roof as he would be suspended from pulling new permits in Wellington. Mr. Wortman asked if once the violations had been addressed and corrected if he would then be able to pull permits again, Mr. Tomasik responded that he would.

During the Board's deliberation to come up with a final decision, Mr. Tomasik clarified that all the items listed on the agenda and application were violations to the code, including what the Board wanted to state as "workmanship or aesthetic". The waviness of the tile and misalignment are violations to the building code.

**Board Decision: Contractor is suspended from pulling new permits until permit violations has been addressed, inspected and permit is closed.**

#### **VI. COMMENTS FROM STAFF**

Mr. Tomasik expressed his thanks to the Board for their time and ruling.

#### **VII. COMMENTS FROM THE BOARD**

Mr. Long addressed the homeowner stating that he understood he was probably not expecting that ruling to come about but that there was only so much the board could do. He then suggested to remain civil with the contractor so the job could get completed.

#### **VIII. ADJOURN**

There being no further business to come before the Board, the meeting was adjourned at 8:40 p.m.