

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA <i>Petitioner/Plaintiff/Counter-Defendant</i>)	
v.)	Case No. 2016 CA 7767 2
TERRACE MANOR, LLC, et. al.)	Next Event: Status Hearing 01/26/17 2:00 PM
<i>Respondents/Defendants/Counter-Plaintiffs</i>)	Judge: John M. Mott

PRAECIPE

Plaintiff, the District of Columbia, by its Office of the Attorney General, and Respondents, by and through undersigned counsel, respectfully submits this Praecipe to submit the Joint Abatement Plan (“the Plan”). With respect to the term appearing at the top of P (2) of the Plan regarding the identification of the Designated Inspector, Respondent has concerns about and would like to place on the record at the time the Plan is considered by the Court that DCRA’s retained right to reassign the Designated Inspector “as appropriate” and Respondent’s concern about the meaning and implementation of that phrase, to permit the Court to receive Plaintiff’s counsel’s current position on the phrase, and to confirm the manner in which Respondent may oppose such reassignment after notice to Respondent.

Dated: January 25, 2017

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

TAMAR MEEKINS
Deputy Attorney General, Public Safety Division

/s/ Philip Ziperman
PHILIP ZIPERMAN [429484]
Director, Office of Consumer Protection

/s/ Argatonia Weatherington
ARGATONIA WEATHERINGTON [1021691]
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Counsel for Respondents

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of January, 2017, a copy of this Praecipe was served upon counsel for Respondents, Stephen Q. Hessler, via *CaseFileExpress*.

/s/ Argatonia D. Weatherington
ARGATONIA D. WEATHERINGTON

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JOINT ABATEMENT PLAN

COMES NOW Respondents, Terrace Manor, LLC, Sanford Capital, LLC, and Oakmont Management Group, LLC, by and through undersigned counsel, and pursuant to D.C. Code § 42-3651.05(a)(1) (2015) (After a hearing, the Court may appoint a receiver for a rental housing accommodation or continue the appointment of a receiver made ex parte if it finds that . . . the respondent has not provided the Court with a sufficient plan for abatement of the conditions alleged in the petition) hereby sets forth herein Their Proposed Abatement Plan. Said plan is hereby submitted without admission of fact, fault, or liability, and in an effort to amicably resolve the claims in the Petition and to provide the terms and conditions of a plan for the remediation of all housing conditions and abatement of all violations of housing conditions at the subject premises, located at 2270-2272 Savannah Street, SE; 2276 Savannah Street, SE; 3341 – 3353 23rd Street, SE; and 3371-3373 23rd Street, SE (collectively “the Property” or “Terrace Manor Apartments).

To confirm abatement of the items cited in February and March of 2016, DCRA has assigned a Designated Inspector to inspect Terrace Manor Apartments for the duration of these proceedings. The Designated Inspector that DCRA has assigned is Inspector Michael Lampro. DCRA retains the right to re-assign Inspector Lampro as appropriate, but in that event the District will give Respondents notice and will designate another individual to serve as the Designated Inspector.

A. Short-Term Remediation and Abatement Plan

1. District of Columbia Department of Consumer and Regulatory Affairs ("DCRA") Housing Inspectors, Lampro, Bonds and Dizdar conducted inspections at the Subject Properties on February 22-23, and March 4 2016 and rendered "Notices of Violation" thereafter to the Respondents. (hereafter the "February NOV's")

2. The Designated Inspector shall determine which, if any violations from the February NOV's remain outstanding as well as determine whether there are any additional housing code violations at the property.

3. If any items from the February NOVs remain unabated after the abovementioned inspection, Respondents shall complete said items within five (5) days¹ and report and confirm such completion to Petitioner and the Designated Inspector via electronic mail and US mail immediately upon completion.

4. Any and all additional housing code violations cited by the Designated Inspector during inspections shall be completed by Respondents within fifteen (15) days² and Respondents shall report and confirm such completion to Petitioner and the Designated Inspector via electronic mail and US mail immediately upon completion.

¹ Except such life safety issues as determined by the Designated Inspector which must be abated within 24 hours.

² Except such life safety issues as determined by the Designated Inspector which must be abated within 24 hours.

5. Upon receipt of notice of successful remediation or abatement of each housing code violation, the Designated Inspector shall commence a re-inspection of the Property within ten (10) days to confirm compliance. Should the Designated Inspector deem the violations abated after re-inspection, he shall mark each item as abated and shall transmit Inspection Reports to the parties reflecting such determination. Should the Designated Inspector deem the violations outstanding and/or unabated, he shall mark each outstanding violation as unabated and shall transmit Inspection Reports to the parties reflecting such determination. Any outstanding or unabated violations identified by the Designated Inspector during the re-inspection of the Property shall constitute a default by Respondents under this Agreement.

6. Within thirty (30) days of the date of this Agreement, Respondents shall conduct building wide cleaning and remediation of all mold and vermin, including the vacant units in, all occupied buildings. Respondents shall also replace drywall as necessary in vacant units, and install fireproof dry wall where required, remove all debris and hazards in the vacant units. Respondents shall also keep all vacant units secured and securely locked and inspected, to ensure that no vandals, vagrants, squatters, vermin or any other "occupant" accesses the unit. All vacant units shall be marked "no trespassing".

B. Long-Term Remediation and Abatement Plan

1. Court Monitoring: Pursuant to D.C. Code § 42-3651.05 (a)(2), the Court shall retain the case for purposes of monitoring Respondents' execution of both the short-term and long-term plan. The monitoring shall continue until the Court upon motion of the Respondents:

- a. Dismisses the claims in the petition based on D.C. Code § 42-3651.01-.08 and 14 DCMR § 101 on the grounds that the Respondents have completed the plan; or

- b. Finds the Respondents have not substantially complied with the Plan, in which event it may order appointment of a receiver under this section.

2. Notice of "New Conditions": Respondents shall be notified of any new housing conditions as of the effective date of this Agreement according to the following protocol:

- a. In an emergency situation, to the following telephone number: (866) 429-2104. This telephone number shall be monitored 24 hours a day, seven days a week, including holidays, by a "live" intake or message service which shall link directly to Respondents for the confirmation, identification, and investigation of any emergency condition. In such event, Respondents shall confirm to the affected resident within 24 hours of the inspection or review undertaken, repair and/or efforts undertaken, completion, or other relevant matters. Confirmation shall be via a "Service Request Completion Form" left in a conspicuous location in the interior of the residence. Respondents shall also keep and transmit monthly repair logs that will list the housing conditions reported, the repairs that were made, and the name of the person making repairs, and the address where the complaint was generated.

- b. Emergency repairs shall be addressed within twenty-four (24) hours of the date in which Respondents were notified;

- c. Emergencies include, but are not limited to: lack of water; lack of hot water, lack of air conditioning, lack of heat when the temperature falls below 60 degrees; electrical outage; property damage; fire/storm damage; and any breach in doors requiring the securing of an apartment building or unit.

- d. In non-emergency situations, to the following telephone number (866) 429-2104. This telephone number shall be monitored between the hours of 8:00 AM and

6:00 PM Monday through Friday by a "live" intake or message service which shall link directly to Respondents for the confirmation, identification, and investigation of any emergency condition. In such event, Respondents shall confirm to the affected resident within 48 hours of the inspection or review undertaken, repair and/or efforts undertaken, completion, or other matters or information including whether access has been provided, or other impediments to immediate repair exist. Confirmation shall be via a "Service Request Completion Form" left in a conspicuous location in the interior of the residence;

3. Future Access and Notice

a. Except in emergency situations, Respondents shall provide at least twenty four (24) hours advance written notice to the relevant tenant(s) of inspection, remediation, and/or repair activities, and shall conduct inspections, remediation, and abatement of conditions on weekdays between the hours of 8:00 AM and 6:00 PM;

b. In emergency situations, Respondents shall provide as much advance notice to the tenants as is reasonably possible;

c. If Respondents' believes that they do not have access to a particular unit, they shall provide Petitioner a list of all units where they do not have access. Petitioner will then work with the specific tenant and the tenant's representative to schedule a time to replace all inaccessible locks.

4. Future Inspections By DCRA: The Designated Inspector will conduct periodic housing inspections and re-inspections, with notice to Respondents, of occupied units, common areas, and vacant units at the Property. Respondents shall provide unfettered access to the Property to the Designated Inspector for purposes of inspections, re-inspection, and reports, where notice has been provided. If any housing code violations are observed and reported by the

Designated Inspector they shall be handled as follows:

- a. A written report shall be served by the Designated Inspector upon Respondents and Respondents' Counsel via email at soh@sottoesq.com, martin@hbreakgroup.com, cnowell@sanfordcapital.com, and tfulmer@sanfordcapital.com;
- b. A written report shall be served by the Designated Inspector upon the Petitioner via email at Argatonia.Weatherington@dc.gov;
- c. Violations which are routine or which would otherwise permit a 30-day compliance period by Respondents shall be noted by the Inspector;
- d. Any conditions which are an emergency or which would otherwise provide a shorter compliance period than 30 days shall be noted;
- e. When Respondents state in writing that any particular condition has been remediated or abated, Respondents may arrange for a re-inspection with the Court Appointed Inspector on reasonable notice within the relevant compliance period;
- f. If Respondents fail to notify the Designated Inspector of a requested reinspection, the Inspector shall reinspect after the compliance period with notice to Respondents;
- g. Any housing condition noted by the Designated Inspector which requires tenant action or remediation shall be included in a written report and shall be provided by the Inspector to Respondents, Respondents' Counsel, and the tenant;
- h. Nothing in this subsection shall preclude the Designated Inspector and residents from conducting proactive inspections of occupied and unoccupied units.

5. Proactive Inspections By Respondents

a. Respondents shall maintain a proactive inspection list of all proactive inspections of each building, including the occupied units , vacant units , and common areas contained therein, to include tracking the date on which the proactive inspection was noticed to Respondents, identification of the property address and unit, description or location of any conditions noticed, date of attempt or attempts to access the area to inspect, remediate, and abate the condition, description of any work performed and time thereof, and "abatement date" with notice to the Designated Inspector. This list shall be available upon reasonable advance request by the Designated Inspector or Counsel for Petitioner. Respondents shall conduct proactive inspections as follows:

- i.) For occupied units, with advance notice, with the tenant of record or authorized representative in attendance for purposes of general inspection;
- ii.) Common areas shall be cleaned weekly and inspected for security daily; and

b. Nothing in this subsection shall preclude the Designated Inspector from conducting proactive inspections or inspections based upon complaints received from tenants, provided that repairs that are the subject of such complaints have been reported to the Respondents as required herein, such timelines for repairs as set forth herein have expired, and notice of the inspection is given to the Respondents as required herein.

6. Security Protocols

a. Within thirty (30) days of the effective date of this agreement,

Petitioner shall furnish to Respondents a list of all police runs kept by MPD in the ordinary course of business relating to arrests, police calls, or police visits to the Property, in order that Respondents may consider and review the frequency, identity, and type of alleged activities in or about the property which have necessitated law enforcement intervention.

b. If it is warranted based upon the police runs and other information, Respondents agree to increase security measures at the Property as needed.

c. Respondents shall maintain the existing lighting existing lighting fixtures within the interior and exterior of the Property.

7. Routine Extermination

a. Respondents shall perform prompt and routine exterminations in occupied units at the Property no less than every thirty (30) days for the next two months, and then every sixty (60) days thereafter, unless the Designated Inspector or the extermination contractors indicate additional exterminations are needed. Respondents shall perform prompt and routine exterminations in vacant units every sixty days, unless the Designated Inspector or the extermination contractors indicate additional exterminations are needed. Such exterminations shall be by approved processes, and within all of the occupied units at the subject properties, as well as the common area, and take proper precautions to prevent rodent infestation; and

b. Respondents shall provide at least twenty four (24) hours advance written notice to the relevant tenant(s) of extermination and shall conduct exterminations on weekdays between the hours of 8:00 AM and 6:00 PM.

8. Noncompliance: Upon the occurrence of an event regarded by the Petitioner as a default under this Agreement, the Petitioner shall notify the Respondents of this

default and Respondents shall have 10 (ten) calendar days to correct or to demonstrate that a default did not occur. In the event that the Parties disagree as to the occurrence of a default or whether a default was cured, either party may seek a determination from the Court by motion.

9. Requirement to Use Licensed Contractors: All remediation of vermin and mold shall be performed by a contractor licensed within the District of Columbia. Any other work required by licensed personnel shall be performed by a D.C. licensed contractor.

10. Rehabilitation of Two Buildings

a. Respondents shall renovate and rehabilitate two buildings at the Terrace Manor Apartments to move all current tenants into. In accordance with Inspector Vincent Ford's Report, within 10 (ten) days of the entry of this Agreement, Respondents shall get an assessment of the electrical and plumbing systems at 3371-3373 23rd Street SE by an electrician and plumber licensed in the District of Columbia. (Inspector Ford's Inspection Report is attached as Exhibit A)

b. If the assessments of the plumbing and electrical determine that both systems pose no life, health, and safety concerns, Respondents can commence rehabilitation of the buildings located at 3371-3373 23rd Street SE. If the plumbing and electrical systems at 3371-3373 23rd Street SE are inadequate, then Respondents shall designate two additional buildings at the Property for relocation of the tenants. Prior to relocation of any tenants, all relocation sites must be inspected by Inspector Ford.

c. Respondents shall only commence the rehabilitation of the two designated buildings once all the remaining tenants have agreed in writing to relocate.

d. Within fifteen (15) days of receiving written notice from the tenants pursuant to Paragraph 10.c, . Respondents shall submit to the Petitioner a copy of all

work orders, permits, and plans necessary for completion of the work.

e. Within ninety (90) days of receiving approval for the work orders, permits, and plans submitted by Respondents pursuant to Paragraph 10.d, Respondents shall complete the renovation and rehabilitation of the buildings located at 3371-3373 23rd Street SE.

f. Respondents shall notify the Designated Inspector upon completion of the buildings located at 3371-3373 23rd Street SE. Within five (5) days, the Designated Inspector shall inspect the rehabilitated buildings.

g. From the date that Respondents receive approval for the work orders, permits, and plans submitted by Respondents pursuant to Paragraph 10.d, up and until the renovation and rehabilitation of the buildings located at 3371-3373 23rd Street SE is complete and the buildings are deemed move-in ready, Respondents shall waive all rent due from all tenants at the Property.

h. All units in the rehabilitated buildings shall include the following:

i. New drywall as required pursuant to the scope of work identified in Ford Report;

ii. New flooring;

iii. New appliances;

i. Each of the rehabilitated buildings shall also include the following:

i. New HVAC;

ii. Laundry facilities; and

iii. Mail facilities for USPS mail.

j. Respondents further agree to the following:

i. Pay all moving expenses for tenants to relocate into the two

- rehabilitated buildings;
- ii. Provide tenants with units in the rehabilitated buildings that are comparable in size (e.g. same number of bedrooms and bathrooms) with the units that tenants presently occupy;
 - iii. Set rent amounts for tenants in the rehabilitated buildings at the same amounts that tenants presently pay for their units at the Property and promise not to seek any increases in rent for a period of twelve (12) months following occupancy; and
 - iv. Maintain all other buildings at the Property so that all vacant units secured and securely locked and inspected, to ensure that no vandals, vagrants, squatters, vermin or any other "occupant" accesses the unit.
 - v. If Respondents rehabilitate and/or renovate the remaining buildings at the Property, Respondents will provide tenants the first opportunity to return to their prior units.

11. Term of Agreement: This agreement shall remain in effect pursuant to D.C. Code § 42-3651 .05 (a)(2), or unless otherwise modified by the Court.

Dated: January 24, 2017

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

TAMAR MEEKINS
Deputy Attorney General, Public Safety Division

/s/ Philip Ziperman
PHILIP ZIPERMAN [429484]

Director, Office of Consumer Protection

/s/ Argatonia Weatherington

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Aubrey Carter Nowell



FORD
 & ASSOCIATES, LLC.

Vincent L. Ford, President

Building Code & Use Analysis
Inspections
Plan Preparation
Third Party Inspections (AMAR Group)

January 17, 2017

Argatonia Weatherington
 Assistant Attorney General
 441 4th Street, NW, Suite 1060 North
 Washington, D.C. D.C. 20001

Dear Ms. Weatherington:

On January 12th & 13th, 2017 I accompanied you on the inspection of the Terrace Manor multi-family buildings located at 3371 & 3373 23rd Street, SE. The buildings were built in 1949. Each building has 6 Units having 2-bedrooms. The following conditions were found during the inspections:

INSPECTION REPORT

Building 3371 23rd Street, SE

1. Units # 101 thru 302: See General Remarks.
2. Unit # 102 Dishwasher: In disrepair: See General Remarks.
 Electrical Receptacle, Location: Living Room under front window,
 See General Remarks.
3. Unit # 202: a. Presence of mold in the living room area.
4. Unit # 302: a. Presence of mold in the living room & bedroom areas.
 b. Ceiling, portion, has fallen and exposed the previously wet
 insulation.

- Remarks:**
- a. Mold remediation is required in areas where mold was found.
 Violation: Air Quality Amendment Act 20-365. Section 8-241.02.
 Perform required mold remediation in walls and duct system.
 - b. Violation: 2012 International Property Maintenance Code, Section 305.1.
 General.
 Repair the ceiling and walls. Replace the water damaged insulation above
 the ceiling and in the walls.
5. Basement: Location of Laundry room and possible storage space. There was no
 sign of moisture.

2913 CHEVERLY OAKS CT. CHEVERLY, MD 20785
 301-341-1906
 Fax 301-341-3463
 vincentl.ford@verizon.net

EXHIBIT A

GENERAL REMARKS FOR ALL UNITS

1. Kitchen: Replace appliances and counter tops, and cabinets as needed. Exception: Unit # 102, Replace Dishwasher only.
2. HVAC systems and water heaters: Clean duct systems and replace appliances. Exception Unit # 102.
3. Bathrooms: Replace all sinks and toilets, remediate mold condition at the tile areas around the tubs, and refurbish tubs. Exception: Unit # 102.
4. Floor covering: Replace all coverings. Exception: Unit # 102
5. Doors: Replace where needed. Exception: Unit # 102.
6. Windows: Repair broken windows. Exception: Unit # 102.
7. Electrical System: Test electrical systems for possible defects.

The condition of the aforementioned items are defective according to the 2012 International Property Maintenance Code, Section 102.2. Maintenance.

Building 3373 23rd Street, SE

1. Units # 101: thru # 302: See General Remarks.
2. Unit # 101: Water covering floor of the entire unit.
3. Basement: Location of the Laundry Room and possible storage area. Water was on portions of the floor.

Remarks: Unit # 101 and Basement floor had water covering areas of the floors. A pipe was found to be broken. Violation: 2012 International Property Maintenance Code, Section 505.1 General.

Mold remediation will be required in areas where water was found on the floors. Violation: Air Quality Amendment Act 20-365, Section 8-241.02.

GENERAL REMARKS FOR ALL UNITS

1. Kitchen: Replace appliances and counter tops, and cabinets as needed. Exception, possibly: Occupied unit. Was not able to enter unit to inspect.
2. HVAC systems and water heaters: Clean duct systems and replace appliances. Exception, possibly: Occupied unit. Was not able to enter unit to inspect.
3. Bathrooms: Replace all sinks and toilets, remediate mold condition at the tile areas around the tubs and refurbish tubs. Exception, possibly: Occupied unit. Was not able to enter unit to inspect.
4. Floor covering: Replace all coverings. Exception, possibly: Occupied unit. Was not able to enter unit to inspect.
5. Doors: Replace where needed. Exception, possibly: Occupied unit. Was not able to enter unit to inspect.
6. Windows: Repair broken windows as needed.
7. Electrical System: Test electrical systems for possible defects.

The condition of the aforementioned items are defective according to the 2012 International Property Maintenance Code, Section 102.2 Maintenance.

Exterior

3373 23rd Street, SE

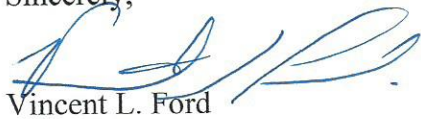
Downspout/Ground terminal: The ground terminal is block and not allowing roof water from the downspout to flow through to the storm drain system located in the public street.

Violation: 2012 International Property Maintenance Code, Section 504.1 General.

The building were found in a condition that would not require extensive renovation to have the units and common areas rendered habitable.

If you should have any questions, contact me via my e-mail or cell number.

Sincerely,

A handwritten signature in blue ink, appearing to read "V. L. Ford", written over a horizontal line.

Vincent L. Ford