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| WIHN Properties, LLC |
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11/19/2024

3811 Concord St.

Midland, MI. 48642

Dear Recipient:

In May of 2024, My company, WIHN Properties, agreed to assist on a multistage renovation which was to consist of turning the church at 301 Madison St. Bay City, MI., into a home for the current owner. During our initial meeting, I explained how busy we were, and that we were booked solid for the year, but because this referral was coming from a realtor that I am also friends with, that I would help where I could. I explained that there was no way that we could handle a project as big as the church at this time, but if we broke it down, and she could do most of the leg work, that I would help with labor where we could, and make sure she was permitted for the work. She agreed, explaining how resourceful she was, and that she would do anything she had to do to get this because she has always wanted to do a church-home project. Originally, the schedule was to build a duplex on the empty lot next door and let the money we earned from that, pay for the remaining repairs. This consisted of the entire church project along with some work to the parsonage house. After the owner gained possession of the property, and moved in, the schedule became impossible. She immediately asked us to complete the roofing on the church.

We have subcontracted A-Z Roofing & Construction (A-Z) for exteriors for the last couple of years. For large roofs like this, they often use Roofr, a software that maps the roof and provides imaging, pitches, and measures the roof, using satellite imagery. We never even walked the roof beforehand. We inspected the attic, and found prior water intrusions, so we knew what we needed for decking repair. They used the information collected and the Roofr report to generate an estimate. The estimate was approved and the customer paid the entire balance in full.

We immediately scheduled A-Z to start the roof. I received a call from A-Z (I believe on day 2) about the City shutting them down on the rest of the work because there was an asbestos complaint to the city. We immediately stopped the roof demo, and completed what we could, as part of the roof needed to remain open. Since she had already had issues with neighbor, and this all happened, at what seemed to be record speed, I began to investigate how the sample had been collected, tested, the report had been created and sent, the complaint submitted, and then enforced all in one morning. In the meantime, the church was dried in as well as we could get it, and we committed to completing the roof as soon as the asbestos remediation was completed (by others). I did end up talking to the owner of the Lab, and he admitted that, he and the neighbor, went outside of due process on this one because they knew each other.

Until that point, I never even thought about asbestos on this job. I am certified for asbestos work, but only so I can take work through Fannie Mae and HUD, and a couple other SAMS contractor that also take on government contracting. These are usually for demo work on residential, foreclosed properties, and we have never had to complete any inspections, surveys, or paperwork. The Sams contractors usually take care of all that for us. We just supply the labor. We don’t usually take any asbestos work on ourselves, but we did think about doing the work here because we couldn’t find anyone to do it for us. The owner was also looking for people and did reach out to a couple other companies and was able to find laborers to complete some of this stuff for her. She also contacted our guys multiple times (without me being aware on multiple occasions) to try to get guys to come work for her for cash. This did happen on multiple occasions. Admittedly, I was pretty frustrated at my guys for a couple of these instances because we needed them on other job sites, and they worked for her instead for cash. There were just a lot of situations during our time on site for this job where we were asked to do stuff quick for her, but things that were outside the scope, or outside the normal parameters and guidelines, even illegal at times. On many occasions, we ignored her begging and crying to get work done, and intentionally stayed away so we weren’t involved. I was really busy at the time, and every time I told her no, or she didn’t get the answer or price she wanted from me, she just went and hired others anyway. There was no loyalty there, and I was too busy anyway, so we decided to quit.

There were a couple of times she had handymen on site, and they called and asked me question about work they were doing for her in the home. Although we were indirectly involved, my company never completed any other work inside. She hired people to work for her directly, for cash, for everything inside. I have only received one approval for estimated work, and that was for the roofing. I started to perform the block work in the basement, which would have been billed as miscellaneous labor since she paid for the materials, but I only did the bottom course before quitting the project (for many reasons). No bill will ever be sent for this work, and nothing was ever billed for my time on this because we never finished.

Our current position here is waiting for the remediation to be completed. We are NOT the asbestos remediator for this project, and never were, so our requirement was for the remediation work to be completed in order for us to return for the remainder of the roofing. I was holding strong on this because it is my understanding that we are not to be onsite, if we are not a card holder, as long as the remediation in is process. However, The city inspector said that we could be on site during the remediator’s work as long as we were not involved in their work, and that we could do whatever we needed to do to assure that we were protecting the building as finishing as much as we could to avoid chances of further storm damage. We returned and completed everything except the steeple, and are currently waiting on this as the steeple was never remediated. Asbestos shingles are still present there because the owner’s laborers wouldn’t remove that portion. She has tried on multiple occasions to try to get us to complete this, including trying to get me to pay for equipment that the other contractor needs to do their work, and we have continuously explained that we will not return until the area is void of all asbestos, and we can complete the roofing. No additional charges will be charged as the owner has already paid for our remaining work. We are just on hold, waiting, and all materials are also there and waiting.

Honestly, I didn’t understand what the actual violation was, until I spoke with Mr. Kidder earlier today. Honestly, it all made a little more sense when he mentioned the fact that this is considered a commercial property. I didn’t know that, or see it that way actually, but I will definitely do my research better in the future. I understand that this could devastate my company and our good reputation, and ultimately I want to take responsibility for this. I also want to take responsibility for being naïve. I definitely put myself in a situation to take liability for work that the owner was completing on her own, I won’t ever do that again. I have been adamant throughout the years I’ve been in business about protecting myself from situations like this, but I’ve clearly failed this time. I can say, that you will never have to deal with this from us again. Not only because I will make sure everything is done completely in the future, but also because my company has underwent some huge changes since this all happened. We will no longer be completing remediation work as we are expanding on our maintenance contracting as priority moving forward into the new year.

Sincerely,

William McLachlan

Owner/Contractor

WIHN Properties, LLC

989.400.7416

Wihners.will@gmail.com