

**TOWN OF WINSLOW, MAINE
REGULAR COUNCIL MEETING
March 9, 2015
7:00 p.m.**

REGULAR COUNCIL MEETING

1. Roll Call
2. Recite the Pledge of Allegiance
3. Approval of Minutes of Previous Meeting (February 9).
4. Appointments
 - Reappoint Laura Doughty and Steve Gagnon to the Board of Parks and Recreation for the 3-year term.
 - Reappoint Joseph Marcoux, and Jerome Leclair to the Zoning Board of Appeals for a 5-year term.
5. Communications
 - a. Legislative Report
 - b. Other
6. Reports of Committees and Commission
 - a. Town Manager's Report
 - b. Department Reports
 - c. Finance Committee Report (Treasurer's Warrants)
 - d. Financial Report.

TABLED BUSINESS

1. Order No. 7-2014: Providing for the Authorization for the Town Manager to Re-Roof the Fire Department Roof with a fully tapered EPDM Roof at a cost not to exceed \$84,000. (Second Reading) Sponsored by Gerald Saint Amand.
2. Ordinance No. 8-2014: Providing for Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance. (First Reading) Sponsored by Ben Twitchell.

UNFINISHED BUSINESS

1. Order No. 3-2015: Providing for Authorization for the Town Council Chair to sign an employment agreement with Michael W. Heavener (hereinafter called the "Manager") to perform the service of Town Manager. (Second Reading) Sponsored by Gerald Saint Amand.

NEW BUSINESS

1. Order No. 4-2015: Providing for Authorization for the Town Manager to renew The Town's existing Application Service Provider Agreement With Tyler Technologies, Inc. (First Reading) Sponsored by Gerald Saint Amand.
2. Resolution No. 9-2015: Providing for Authorization for the Town Manager to sign a Heating Oil Supply Agreement with Spring Brook Ice & Fuel Co. at a cost of \$31,827.50. (One Reading) Sponsored by Gerald Saint Amand.
3. Resolution No. 10-2015: Providing for Application for a Class I Liquor License (Renewal) by Jeannine Hendsbee d/b/a Lobster Trap and Steakhouse, 21 Bay Street. (One Reading) Sponsored by Gerald Saint Amand.
4. Resolution No. 11-2015: Providing for Authorization for the Town Manager to Contract with a Realtor to sell 0.74 Acres of Town Owned Land on Bizier Street. (One Reading) Sponsored by Gerald Saint Amand.
5. Resolution No. 12-2015: Providing for Authorization for the Town Manager to sign a Transfer of Custody Agreement with the Old Fort Western Fund Museum (City of Augusta). (One Reading) Sponsored by Gerald Saint Amand.

ADJOURN COUNCIL MEETING



Town Manager's Report to the Town Council

Submitted by:
Michael W. Heavener
March 3, 2015

Town of Winslow - In the heart of Central Maine representing People, Pride and Progress.

SALE OF TOWN OWNED LAND

Last year we foreclosed on a parcel of land located on Bizier Street (Map 14, Lot 200-A). The parcel contains three lots from a subdivision plan approved in the 1960's and consists of 0.75 acres. Last year I reported that the parcel was not buildable, however, I have since learned otherwise.

In the Council packet is Resolution No. 11-2015, which if approved will authorize me to contract with a Realtor to sell the parcel of land.

VASSALBORO SANITARY DISTRICT

The Town of Winslow currently does the sewer billing for the Vassalboro Sanitary District. The District would now like to pump their wastewater to the KSTD treatment plant in Waterville by connecting into the Town of Winslow's sewer system.

Attached to this report is a letter from Ray Breton who is the Chair of the Vassalboro Sanitary District. As you will see, Mr. Breton would like to start negotiations between the Town of Winslow and the Sanitary District to create an inter-municipal agreement.

At this point I recommend that we form a small working group to begin discussions with the Sanitary District. We can discuss this further at our March 9th Town Council meeting.

PUBLIC WORKS IN NEED OF COLD STORAGE

We recently sold our former PW Garage and in doing so created a need for cold storage space at our existing PW Garage. We are currently leasing space at the former garage for cold storage.

The PW Director would like to build a new cold storage building at the site of our existing PW Garage. He would also like to purchase two 40ft. storage containers. The total estimated cost for the new facility and containers is \$73,500. Since we sold the former PW Garage for \$119,508 this FY we have the revenue now to do this project this spring. We will discuss this further at our March Council meeting.

13 CUSHMAN ROAD

As you may recall, last July the Town Council authorized me to sell 13 Cushman Road to Lisa Witham who bid \$40,000 for the property. We had foreclosed on the property after OCWEN failed to pay the sewer lien. OCWEN was servicing the mortgage for Freddie Mac. Freddie Mac had foreclosed on the property months before we foreclosed on the property.

Due to this complicated scenario, Ms. Witham hired Attorney Bill Dubord who concluded her best course of action was for the Town to obtain a "Quiet Title". An action to quiet title is a lawsuit brought in a court having jurisdiction over property disputes, in order to establish a party's title to real property, or personal property having a title, of against anyone and everyone, and thus "quiet" any challenges or claims to the title. Ms. Witham agreed to pay all costs associated with this action. The matter is now pending in court.

Due to the length of time this process is taking I would like to discuss this at our March meeting.

PROPERTY MAINTENANCE ORDINANCE

There is a revised property maintenance ordinance in the Council packet. At the March meeting I will be asking that a motion be made to replace the previous version with this new version. The Planning Board used the International Property Maintenance Code as a model for this ordinance. The Town Attorney has not done a comprehensive review of the ordinance because I am waiting for the result of the first vote.

MEETING WITH SUMMIT NG

I have scheduled the Council workshop with Summit NG for Wednesday, March 18th, at 5:00 PM. The workshop will be held in the Winslow Town Council Chambers.

**Vassalboro Sanitary District
PO Box 183
North Vassalboro, ME 04962**

February 19, 2015

Michael W. Heavener
Town Manager
Town of Winslow
114 Benton Ave.
Winslow, ME 04901

Subject: Inter-municipal agreement for Winslow and Vassalboro

Dear Mr. Heavener:

The Vassalboro Sanitary District is considering a plan to pump the town's wastewater to the KSTD treatment plant by connecting into the Town of Winslow's sewer system. This will require an inter-municipal agreement between the town and district. We would like to start negotiating with the Town of Winslow with the goal of producing a mutually beneficial agreement.

We would like to begin this process as soon as possible. The best way to start will most likely be a meeting between representatives of the town and district. Please let me know when this can be arranged.

If you have any questions, please contact me.

Sincerely,



Ray Breton, Chairman



TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue
Winslow, ME 04901

PUBLIC HEARING _____

TOWN COUNCIL

ORDINANCE NO. 8-2014

AN ORDINANCE

Providing for: Adding a new section to the Winslow Zoning Ordinance Chapter 14, Building and Property Maintenance Ordinance.

BE IT ORDAINED by the Town Council of the Town of Winslow as follows:

WHEREAS, the Town of Winslow does not have a Building & Property Maintenance Ordinance; and

WHEREAS, the Town Manager has prepared such an ordinance (see attached); and

WHEREAS, the purpose of this Ordinance is to set a minimum standard for the condition and maintenance of the exterior of all buildings and structures and the premises surrounding such buildings and structures; now, therefore

BE IT ORDAINED by the Town Council of the Town of Winslow, Maine that a new section titled Building and Property Maintenance shall be added to Chapter 14, Zoning.

SPONSORED BY: Ben Twitchell

_____ *September 8*, 2014
_____, 2014

First Reading, *Tabled* _____
accepted rejected
Second Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2014

CHAIRMAN: _____

ARTICLE 9 – PROPERTY MAINTENANCE

Sec. 14-84 Scope and Administration.

(a) Scope

1. This code shall not apply to owner occupied single and duplex/two family dwellings. The provisions of this code shall apply to all vacant or abandoned residential structures, all existing apartment and or rental structures, all nonresidential structures and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.
1. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.
2. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

(b) Applicability

1. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.
2. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's

authorized agent shall be responsible for the maintenance of buildings, structures and premises.

3. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Town of Winslow's Building Codes.
4. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.
5. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.
6. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the Code Enforcement Officer (CEO) to be safe and in the public interest of health, safety and welfare.
7. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated.
 - (a) Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.
 - (b) Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.
 - (c) Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.
8. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the CEO.
9. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.
10. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

(c) Duties and Powers of the Code Enforcement Officer

1. The Code Enforcement Officer (CEO) is hereby authorized and directed to enforce the provisions of this code. The CEO shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.
2. The CEO shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The CEO is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.
3. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the CEO has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the CEO is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the CEO shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the CEO shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the CEO shall have recourse to the remedies provided by law to secure entry.
4. The CEO shall carry proper identification when inspecting structures or premises in the performance of duties under this code.
5. The CEO shall issue all necessary notices or orders to ensure compliance with this code.
6. The CEO shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

(d) Approval

1. Whenever there are practical difficulties involved in carrying out the provisions of this code, the CEO shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the CEO shall first find that special individual reason makes the strict letter of this

code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

2. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the CEO finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the CEO shall respond in writing, stating the reasons the alternative was not approved.
3. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the CEO shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.
 - (a) Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the CEO shall be permitted to approve appropriate testing procedures performed by an approved agency.
 - (b) Reports of tests shall be retained by the CEO for the period required for retention of public records.
4. The use of used materials that meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the CEO.
5. Materials, equipment and devices approved by the CEO shall be constructed and installed in accordance with such approval.
6. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

(e) Violations

1. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

2. The CEO shall serve a notice of violation or order.
3. Any person failing to comply with a notice of violation or order served in accordance shall be deemed guilty of a civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the CEO shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
4. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by local laws and M.R.S.A. 30-A Sec. 4452. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
5. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

(f) Notices and Orders

1. Whenever the CEO determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with this section.
2. Such notice shall be in accordance with all of the following:
 - (a) Be in writing.
 - (b) Include a description of the real estate sufficient for identification.
 - (c) Include a statement of the violation or violations and why the notice is being issued.
 - (d) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
 - (e) Inform the property owner or owner's authorized agent of the right to appeal.
 - (f) Include a statement of the right to file a lien in accordance with Section 14-84 (f) 3.
3. Such notice shall be deemed to be properly served if a copy thereof is:

- (a) Delivered personally;
 - (b) Sent by certified and first-class mail addressed to the last known address; or
 - (c) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.
3. Signs, tags or seals posted or affixed by the CEO shall not be mutilated, destroyed or tampered with, or removed without authorization from the CEO.
 4. Penalties for noncompliance with orders and notices shall be sent.
 5. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the CEO and shall furnish to the CEO a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

(g) Unsafe Structures and Equipment

1. When a structure or equipment is found by the CEO to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.
 - (a) An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
 - (b) Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.
 - (c) A structure is unfit for human occupancy whenever the CEO finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or

heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

- (d) An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.
- (e) For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:
 - 1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
 - 2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
 - 3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
 - 4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
 - 5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
 - 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
 - 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
 - 8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the CEO to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
 10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the CEO to be a threat to life or health.
 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
2. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the CEO is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the CEO shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.
 - (a) The CEO shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 14-84 (b) 7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The CEO shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.
 3. Whenever the CEO has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 14 - 84 (g) 3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 14-84 (g) 2.

4. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the CEO shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.
 - (a) The CEO shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the CEO shall be subject to the penalties provided by this code.
5. Any occupied structure condemned and placarded by the CEO shall be vacated as ordered by the CEO. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.
6. The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the CEO shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.
7. The CEO shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

(h) Emergency Measures

1. When, in the opinion of the CEO, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the CEO is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The CEO shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the CEO." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.
2. Notwithstanding other provisions of this code, whenever, in the opinion of the CEO, there is imminent danger due to an unsafe condition, the CEO shall order the necessary work to be done, including the boarding up of openings, to render

such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the CEO deems necessary to meet such emergency.

3. When necessary for public safety, the CEO shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.
4. For the purposes of this section, the CEO shall employ the necessary labor and materials to perform the required work as expeditiously as possible.
5. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.
6. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

(i) Demolition

1. The CEO shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the CEO's or owner's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the CEO shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official due to circumstances beyond owner's control such as legal issues.
2. Notices and orders shall comply with Section 14-84 (g).
3. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the CEO shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

4. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

(j) Means of Appeal

1. Any person directly affected by a decision of the CEO or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.
 - (a) Refer to the Town of Winslow Charter Article VI for membership of the board, if a conflict appears between the remaining paragraphs in this section and any section of the Winslow Town Code or Charter, the more restrictive provision shall apply. A member shall not hear an appeal in which that member has a personal, professional or financial interest.
2. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.
3. Hearings before the board shall be open to the public. The appellant, the appellant's representative, the CEO and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of 4 members of the board. A majority of the voting members present shall be required for a motion to pass.
 - (a) The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
4. When a quorum is not present to hear an appeal, either the Town, the appellant or the appellant's representative shall have the right to request a postponement of the hearing.
5. The board shall modify or reverse the decision of the CEO only by a concurring vote of a majority of the voting members present.

- (a) The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the CEO.
 - (b) The CEO shall take immediate action in accordance with the decision of the board.
6. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

(k) Stop Work Order

1. Whenever the CEO finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the CEO is authorized to issue a stop work order.
2. A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.
3. When an emergency exists, the CEO shall not be required to give a written notice prior to stopping the work.
4. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as set forth by Maine Revised Statute 32-A M.R.S.A. §4452.

Sec. 14-85 Definitions

(a) Scope

1. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.
2. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.
3. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, N.F.P.A. 101, N.F.P.A. Fuel Gas Code 54, International Mechanical Code, Maine State Plumbing Code, International Residential Code, Town of Winslow Municipal Codes and N.F.P.A.

70, such terms shall have the meanings ascribed to them as stated in those codes.

4. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.
5. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

(b) Definitions

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the CEO.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

[A] CODE ENFORCEMENT OFFICER. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a CEO, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[BG] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises. Excluding open fields and property used for Agricultural purposes.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

[A] OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

[A] PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[BG] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure. This also includes but is not limited to any adjoining/abutting lands/lots.

Sec. 14-86 – General Requirements

(a) Scope.

1. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.
2. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.
3. Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

(b) Exterior Property Areas

1. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.
2. Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Exception: Approved retention areas and reservoirs.
3. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
4. Premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 14-84 (f) 3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation,

any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

5. Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.
6. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
7. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
8. Except as provided for in other regulations, no more than three inoperative or unlicensed motor vehicles shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

9. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.
It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(c) Swimming Pools, Spas and Hot Tubs

1. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.
2. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release

mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier. Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

(d) Exterior Structure

1. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
 - (a) The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:
 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
 3. Structures or components thereof that have reached their limit state;
 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. *Where substantiated otherwise by an approved method.*
 2. *Demolition of unsafe conditions shall be permitted where approved by the CEO.*
2. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
3. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 6 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).
4. Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

5. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
6. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
7. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
8. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
9. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
10. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
11. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.
12. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
13. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.
 - (a) Glazing materials shall be maintained free from cracks and holes.
 - (b) Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

14. During the period from April 1st, to September 30th, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as Air curtains or insect repellent fans, are employed.

15. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 14-90 (b) 3.

16. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

17. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

18. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

- (a) Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.
- (b) Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- (c) Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

19. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

(e) Interior Structure

1. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

(a) The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. *Where substantiated otherwise by an approved method.*
2. *Demolition of unsafe conditions shall be permitted when approved by the CEO.*

2. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.
3. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be

repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

4. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.
5. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
6. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

(f). Component Serviceability

1. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
 - (a) Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:
 1. Soils that have been subjected to any of the following conditions:
 - (a) Collapse of footing or foundation system;
 - (b) Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - (c) Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - (d) Inadequate soil as determined by a geotechnical investigation;
 - (e) Where the allowable bearing capacity of the soil is in doubt; or
 - (f) Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
 2. Concrete that has been subjected to any of the following conditions:
 - (a) Deterioration;
 - (b) Ultimate deformation;
 - (c) Fractures;
 - (d) Fissures;
 - (e) Spalling;
 - (f) Exposed reinforcement; or
 - (g) Detached, dislodged or failing connection

3. Aluminum that has been subjected to any of the following conditions:

- (a) Deterioration;
- (b) Corrosion;
- (c) Elastic deformation;
- (d) Ultimate deformation;
- (e) Stress or strain cracks;
- (f). Joint fatigue; or
- (g) Detached, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:

- (a) Deterioration;
- (b) Ultimate deformation;
- (c) Fractures in masonry or mortar joints;
- (d) Fissures in masonry or mortar joints;
- (e) Spalling;
- (f) Exposed reinforcement; or
- (g) Detached, dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

- (a) Deterioration;
- (b) Elastic deformation;
- (c) Ultimate deformation;
- (d) Metal fatigue; or
- (e) Detached, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

- (a) Ultimate deformation;
- (b) Deterioration;
- (c) Damage from insects, rodents and other vermin;
- (d) Fire damage beyond charring;
- (e) Significant splits and checks;
- (f) Horizontal shear cracks;
- (g) Vertical shear cracks;
- (h) Inadequate support;
- (i) Detached, dislodged or failing connections; or
- (j) Excessive cutting and notching.

Exceptions:

1. *Where substantiated otherwise by an approved method.*
2. *Demolition of unsafe conditions shall be permitted where approved by the CEO.*

(f) Handrails and Guardrails

1. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface. Also refer to N.F.P.A. 101.

Exception: Guards shall not be required where exempted by the adopted building code.

(g). Rubbish and Garbage

1. Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
2. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.
 - (a) The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.
 - (b) Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.
3. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.
 - (a) The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.
 - (b) The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

(h). Pest Elimination

1. Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.
2. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.
3. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.
4. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.
5. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

Sec. 14-87. Light, Ventilation and Occupancy Limitations

(a) General

1. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
 - (a) The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner- occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.
 - (b) In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

(b) Light

1. Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room.

Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

- (a) Every common hall and stairway in residential occupancies, other than in one and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.
- (b) All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

(c) Ventilation

- 1 Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 14-87 (b) 1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

2. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 14-87(c) 1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
3. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or

appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

- 1. Where specifically approved in writing by the CEO.*
- 2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.*

4. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.
5. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

(d) Occupancy Limitations

1. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.
2. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counter fronts and appliances or counter fronts and walls.
3. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

- 1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.*
- 2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.*
- 3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one third of the required minimum floor*

area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

4. Every bedroom and living room shall comply with the requirements of Sections 14-87 (d) 4 (a) through (d) 4(e).
 - (a) Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.
 - (b) Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

- (c) Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.
 - (d) Kitchens and non-habitable spaces shall not be used for sleeping purposes.
 - (e) Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Section 14-88; the heating facilities and electrical receptacle requirements of Section 14-89 and the smoke detector and emergency escape requirements of 14-90.
- 5 Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of this Table.

MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room a b	120	120	150
Dining room a b	No requirement	80	100
Bedrooms	Shall comply with Section 14-87 4a		

For SI: 1 square foot = 0.0929 m².

- a. See Section 14-87 5b for combined living room/dining room spaces.
- b. See Section 14-87 5a for limitations on determining the minimum occupancy area for 1.sleeping purposes.

- (a) The minimum occupancy area required by Table in Section 14-87 (d) 5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 14-87 (d) 4 (d).
 - (b) Combined living room and dining room spaces shall comply with the requirements of Table in Section 14-87 (d) 5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.
- 6. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:
 - (a) A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
 - (b) The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
 - (c) The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
 - (d) The maximum number of occupants shall be three.
- 7. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

Sec. 14-88. Plumbing Facilities and Fixture Requirements

(a) General

1. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.
2. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

(b) Required Facilities

1. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.
2. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.
3. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.
4. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.
 - (a) Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.
5. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the State of Maine Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(c) Toilet Rooms

1. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.
2. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.
3. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

4. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

(d) Plumbing Systems and Fixtures

1. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.
2. Plumbing fixtures shall have adequate clearances for usage and cleaning.
3. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the CEO shall require the defects to be corrected to eliminate the hazard.

(e) Water System

1. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
2. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
3. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
4. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink,

lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

(f) Sanitary Drainage System

1. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
2. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
3. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the CEO.

(g) Storm Drainage

1. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

Sec. 14-89. Mechanical and Electrical Requirements

(a) General

1. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.
2. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

(b) Heating Facilities

1. Heating facilities shall be provided in structures as required by this section.

2. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

3. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. *When the outdoor temperature is below the winter outdoor design temperature -15 degrees maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.*
2. *In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.*

4. Indoor occupiable work spaces shall be supplied with heat during the period from September 1st to June 15th to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. *Processing, storage and operation areas that require cooling or special temperature conditions.*
2. *Areas in which persons are primarily engaged in vigorous physical activities.*

5. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

(c) Mechanical Equipment

1. Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
2. Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances that are labeled for unvented operation.

3. Required clearances to combustible materials shall be maintained.
4. Safety controls for fuel-burning equipment shall be maintained in effective operation.
5. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
6. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

(d) Electrical Facilities

1. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 14-89 (e).
2. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.
3. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the CEO shall require the defects to be corrected to eliminate the hazard.

(a) The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

1. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. *Enclosed switches, rated a maximum of 600 volts or less;*
2. *Busway, rated a maximum of 600 volts;*
3. *Panel boards, rated a maximum of 600 volts;*
4. *Switchboards, rated a maximum of 600 volts;*
5. *Fire pump controllers, rated a maximum of 600 volts;*
6. *Manual and magnetic motor controllers;*
7. *Motor control centers;*
8. *Alternating current high-voltage circuit breakers;*
9. *Low-voltage power circuit breakers;*
10. *Protective relays, meters and current transformers;*
11. *Low- and medium-voltage switchgear;*
12. *Liquid-filled transformers;*
13. *Cast-resin transformers;*
14. *Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;*
15. *Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;*
16. *Luminaires that are listed as submersible;*
17. *Motors;*
18. *Electronic control, signaling and communication equipment.*

(b) The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

1. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(e) Electrical Equipment

1. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
2. Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter.

Every bathroom shall contain not less than one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

3. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.
4. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

(f) Elevators, Escalators and Dumbwaiters

1. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the CEO. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.
2. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

(g) Duct Systems

1. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

Sec. 14-90. Fire Safety Requirements

(a) Scope

1. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.
2. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

(b) Means of Egress

1. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the National Fire Protection Association 101 Life Safety Code, chapter 7.
2. The required width of aisles in accordance with the N.F.P.A. 101 Life Safety Code shall be unobstructed.
3. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the N.F.P.A. 101 Life Safety Code.
4. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening. Any Building constructed after 1976 shall be required to comply with the requirement to provide 5.7 sq. ft. of net clear opening with a minimum width of 20 inches and a minimum height of 24 inches. The window shall also meet all other requirements for egress windows contained in N.F.P.A. 101 Life Safety Code. Any replacement windows installed after 1976 shall be required to meet the net clear opening of 5.7 sq. ft. This shall be measured with the window in its natural open position. Any building constructed before 1976 will be allowed to meet the following specifications. The net clear opening would be allowed to meet the minimum 20 inches in width and 24 inches in height with a total net clear opening of 3.3 sq. ft. if the window is constructed of wood or vinyl and the overall window sash size meets a minimum of 5.0 sp. Ft., the window shall meet all other requirements of an egress window as specified in N.F.P.A. 101 Life Safety Code as adopted by the Office of State Fire Marshall. Any replacement window installed in a building constructed prior to 1976 shall meet the same requirements as the existing windows and shall not reduce the existing net clear opening below the minimum requirements.

(c) Fire-Resistance Ratings

1. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

2. Required opening protectives shall be maintained in an operative condition. Fire and smoke stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

(d) Fire Protection Systems

1. Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the N.F.P.A. 101 Life Safety Code.
 - (a) Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with N.F.P.A 25.
 - (b) Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.
2. The owner shall install or cause to be properly installed, in accordance with the manufacture's requirements at the time of installation, smoke detectors as required by Maine law Title 25, M.R.S.A. §2464. Smoke detection will be required to be compliant with N.F.P.A. 101 Life Safety Code and N.F.P.A. 72 National Fire Alarm Code as adopted by the State Fire Marshall's Office.
3. The Owner shall properly install, or cause to be properly installed, in accordance with the manufacturer's requirements at the time of installation, carbon monoxide detectors as required by Maine law Title 25 M.R.S.A. §2468. Carbon Monoxide detection will be required to be compliant with N. F.P.A. 101 Life Safety Code, and J.F.P.A. 720, standard for the installation of Carbon Monoxide (CO) Detection and Warning Equipment as adopted by the State Fire Marshall's Office.

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the _____ day of _____, 2015 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Winslow, with offices at 114 Benton Ave, Winslow, Maine 04901 ("Client").

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated March 19, 2004 ("Agreement"); and

WHEREAS, the Term of the Agreement expires March 31, 2015;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for a three (3) year term commencing on April 1, 2015 and expiring on March 31, 2018 ("Term"). After March 31, 2018, the Term will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one (\$36,125) are invoiced quarterly (quarterly amount of \$9,031.25) in advance, beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on seven (7) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
ERP and School Division

Town of Winslow

By: Abby Diaz

By: _____

Name: Abby Diaz

Name: _____

Title: Associate General Counsel

Title: _____

Date: February 9, 2015

Date: _____



Quoted By: Sandy Gallagher
 Date: 2/9/2015
 Quote Expiration: 7/5/2015
 Quote Name: Town of Winslow-ERP-SaaS Renewal 04/01/15 thru 03/31/2018
 Quote Number: 2015-11022
 Quote Description: SaaS Renewal 04/01/2015 - 03/31/2018

Sales Quotation For
 Town of Winslow
 114 Benton Avenue
 Winslow, Maine 04901
 Phone (207) 872-2778

SaaS

Description	Annual Fee	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financial:					
Accounting/GL/BG/AP	\$6,725.00	\$6,725.00	3.0	\$20,175.00	0
Revenue:					
Accounts Receivable	\$1,921.00	\$1,921.00	3.0	\$5,763.00	0
CAMA Bridge	\$1,601.00	\$1,601.00	3.0	\$4,803.00	0
ME Tax Lien	\$2,562.00	\$2,562.00	3.0	\$7,686.00	0
Motor Vehicle Excise Tax	\$3,780.00	\$3,780.00	3.0	\$11,340.00	0
Tax Billing	\$7,046.00	\$7,046.00	3.0	\$21,138.00	0
UB Interface	\$1,281.00	\$1,281.00	3.0	\$3,843.00	0
Utility Billing	\$7,686.00	\$7,686.00	3.0	\$23,058.00	0
Productivity:					
MUNIS Crystal Reports	\$2,242.00	\$2,242.00	3.0	\$6,726.00	0
Munis Office	\$1,281.00	\$1,281.00	3.0	\$3,843.00	0

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Other:							
Concurrent Users (7)	\$7,000.00	\$7,000.00	\$0.00	3.0	\$0.00		0
TOTAL:	\$43,125.00	\$7,000.00	\$36,125.00		\$108,375.00		0

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$36,125.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$36,125.00

Contract Total \$108,375.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars



TOWN OF WINSLOW, MAINE

(207) 872-2776 Phone
(207) 872-1999 Fax

www.winslow-me.gov

114 Benton Avenue
Winslow, ME 04901

TOWN COUNCIL

RESOLUTION NO. 9-2015

A RESOLUTION

Providing for: Authorization for the Town Manager to sign a Heating Oil Supply Agreement with Spring Brook Ice & Fuel Co. at a cost of \$31,827.50.

BE IT RESOLVED by the Town Council of the Town of Winslow, as follows:

WHEREAS, the Town of Winslow is in need of a heating oil agreement for Fiscal Year 2016; and

WHEREAS, Spring Brook Ice & Fuel Co is agreeable to providing the town with 14,500 gallons of home heating oil at \$2.195 a gallon; now, therefore

BE IT RESOLVED by the Town Council that the Town Manager is hereby authorized to sign the attached Heating Oil Supply Agreement with Spring Brook Ice & Fuel Co. at a cost of \$31,827.50.

SPONSORED BY: Gerald Saint Amand

IN THE TOWN COUNCIL

_____, 2015

One Reading, _____
adopted rejected

Town Clerk

APPROVED: _____, 2015

CHAIRMAN: _____



SPRING BROOK

ICE & FUEL CO.

SINCE 1918

HEATING OIL SUPPLY AGREEMENT

This Agreement entered into this 26th day of February, 2015, by and between (“Buyer”) **Town of Winslow** (“Buyer”) and **Spring Brook Ice and Fuel Co.**, a Maine Corporation with a place of business at 12 Sanger Avenue, Waterville, County of Kennebec, State of Maine (“Seller”).

WHEREAS, Seller is in the business of selling heating oil (“oil”); and

WHEREAS, Buyer wishes to pre-purchase 14,500 gallons of oil, to be delivered by Seller as provided herein for the period of July 1, 2015 to June 30, 2016; and

NOW, THEREFORE, for good and valuable consideration, including the promises set forth herein, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Purchase of Oil. Buyer hereby agrees to purchase, for institutional purposes and not for use as home heating oil, 14,500 gallons of heating oil at \$2.195 per gallon and make full payment by July 3, 2015.
2. Delivery of Oil. Commencing July 1, 2015 and continuing until June 30, 2016, Seller shall deliver oil to such locations as are set forth in Exhibit A attached hereto and made a part hereof. Seller shall monitor Buyer’s usage and shall determine a delivery schedule based on such usage. Unless any particular tank at a location specified in Exhibit A, shall drop below twenty percent (20%) of capacity, Seller shall not be obligated to make delivery. Without limiting the foregoing, the parties may, upon mutual consent, agree that unscheduled deliveries may be made upon request of Buyer. Buyer acknowledges, however, that Seller shall determine the dates and quantities of each delivery and the right to do so is part of the benefit of Seller’s bargain under this Agreement. Notwithstanding the foregoing, Seller shall, at Buyer’s request, deliver any contract gallons thirty (30) days prior to the expiration of the delivery period, to the extent that Buyer’s tanks have capacity to receive said oil.
3. Buyer’s Obligations. (a) Buyer shall provide safe and unobstructed access to all fill pipes and shall keep said access clear of snow and ice; (b) All storage tanks, pipes, and connections shall conform to all applicable ordinances, regulations, and laws; (c) Buyer shall not accept delivery of oil from any other Seller during the delivery period set forth in Section 3, nor shall Buyer remove, or authorize any other party on its behalf to remove, any oil from Seller’s storage facility.
4. Market Risk. Buyer acknowledges that it agrees to purchase the actual number of gallons set forth in Section 1 and that the market price of oil after the date of this Agreement has no bearing on its obligations hereunder.
5. Evidence of Purchase. Upon signing of this contract, Seller shall provide to Buyer written evidence of forward coverage of contracted gallons.

6. Seller Not Obligated to Deliver If Buyer In Breach. In the event Buyer shall be in breach of its obligations under Section 4 (a) or (b), Seller shall not be obligated to deliver oil to any effected tank until Buyer shall cure its breach.
7. Force Majeur. Seller shall not be, or be deemed to be, in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeur, which shall include, without limitation, acts of God, strike, accident, fire, war, changes in law, regulation or government policy, or other occurrences beyond the reasonable control of Seller.
8. Limited Warranty and Disclaimer of Liability. EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING PROPERTY DAMAGE OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION) REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. Disclosure Pursuant to 10 MRSA 1110. As required by Maine law, the Seller hereby discloses the following:
 - a. anticipated number of gallons of heating oil committed by Spring Brook for delivery to the Buyer: 14,500 gallons.
 - b. Anticipated amount of funds to be paid by the Buyer : \$31827.50.
 - c. The Seller's performance of its obligations under this Agreement is secured by purchased oil stored in the Seller's storage facility ay 12 Sanger Avenue, Waterville, Maine.
10. Authority of Buyer. Buyer warrants and represents to Seller that it has full authority to enter into this Agreement, that the person signing on its behalf is fully authorized to do so, that no municipal or other approval is required to make this Agreement binding, and that it waives any and all claims and defenses based upon the requirements of any municipal or other approval process, or any other claim or defense based upon lack of authority or capacity.
11. Excess Oil at End of Delivery Period.
 - a. In the event that any oil contracted by Buyer remains unused by June 30, 2016 of the delivery period and Buyer's tanks are filled to capacity, the Buyer may store unused oil in the Seller facility until September 30, 2016 after which a storage fee of .05 per gallon per month will be paid by the Buyer until the heating oil is used.
 - b. By mutual agreement the Seller may retain unused gallons without expense to either party. The Seller is under no obligation to take unused oil.
12. Buyer's Acknowledgement of Purchase Quantity. Buyer acknowledges that it agrees to purchase a defined number of gallons of oil, and that when the number of contract

gallons has been fully delivered or the delivery period set forth in Section 3 ends, Seller's obligation to deliver hereunder shall be fully satisfied.

- 13. Agreement Non-Assignable. This Agreement shall not be assignable to another party.
- 14. Notice. Any notice required or provided for hereunder shall be sufficient if sent by U. S. Mail, postage prepaid, to the respective address set forth below:

If to Buyer: Mr. Michael Heavener, Manager, Town of Winslow, Winslow, Maine

If to Seller: Robert Ervin, Spring Brook Ice & Fuel Co., Waterville
with a copy to: James M. LaLiberty, Esq., One Center Street, Waterville, ME 04903

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Joel Carpentier
WITNESS

SPRING BROOK ICE & FUEL CO.
By: [Signature]

TOWN OF WINSLOW

By: _____

WITNESS

Exhibit A:

Vassalboro Town Office and Municipal Garage
Vassalboro Fire Stations

R2

CURRENT OWNER WINSLOW TOWN OF 114 BENTON AVENUE WINSLOW, ME 04901-0000 Additional Owners:		UTILITIES 4 Rolling 7 Swampy		STRIK/ROAD 1 Paved		LOCATION 3 Rural		CURRENT ASSESSMENT Code 1300 Appraised Value 5,300 Assessed Value 5,300	
TOPO. Other ID: 014-200-A TIF CODE TELEPHONE IG ENROLL Y. IG PLAN YR Ref 1 GIS ID: 014-200-A		SUPPLEMENTAL DATA Ref 2		ASSOC PID#		RES LAND		VISION	

RECORD OF OWNERSHIP		BK VOLTAGE		SALE DATE		VI		SALE PRICE V.C.	
WINSLOW TOWN OF HARVILLE THOMAS WINSLOW TOWN OF		9999/ 999 001/ 001		02/14/2014 06/02/2003		U U V		2013 1300 5,300 2012 1300 5,300 2011 1300 5,300	
EXEMPTIONS		OTHER ASSESSMENTS		Amount		Number		Comm. Int.	
2014 66 MUNICIPAL		5,300.00							
Total:		5,300.00						Total: 5,300	

APPRaised VALUE SUMMARY
 Appraised Bldg. Value (Card) 0
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 5,300
 Special Land Value 0
 Total Appraised Parcel Value 5,300
 Valuation Method: C
 Exemptions 5,300
 Adjustment: 0
 Net Total Appraised Parcel Value 0

EXEMPTIONS		OTHER ASSESSMENTS		Amount		Number		Comm. Int.	
2014 66 MUNICIPAL		5,300.00							
Total:		5,300.00						Total: 5,300	

ASSESSING NEIGHBORHOOD		Tracing		Batch	
0001/A					
NOTES					
2014-TAX ACQUIRED FILLED LOT					

BUILDING PERMIT RECORD		Amount		% Comp.		Date Comp.		Comments	
Permit ID		Description		Insp. Date		Date Comp.		Comments	

LAND LINE VALUATION SECTION										
B #	Use Code	Use Description	Zone D	Front Depth	Units	Unit Price	I. Factor	C. Disc	ST. Adj.	Notes-Adj
1	1300	RES ACLNDV	HR		32,234 SF	0.75	1.0000	5	1.0000	0.20 60 1.10
Total Card Land Units: 0.74 AC Parcel Total Land Area: 0.74 AC										
Total Land Value: 5,300										



PAUL R. LEPAGE
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

EARLE G. SHETTLEWORTH, JR.
DIRECTOR

**TRANSFER OF CUSTODY
OF FORT HALIFAX PARK ARCHAEOLOGICAL ARTIFACTS
FROM THE TOWN OF WINSLOW TO OLD FORT WESTERN MUSEUM**

This document sets forth an agreement between the Town of Winslow and the Old Fort Western Fund Museum (City of Augusta) for the purpose of transferring ownership of archaeological artifacts. Archaeologists with the Maine Historic Preservation Commission (MHPC) conducted archaeological investigations at Fort Halifax Park in the Town of Winslow between 1987 and 1995 to determine the state of preservation and document the extent of underground remains at the site of Fort Halifax constructed in 1754 and decommissioned in 1763. Archaeological investigations and funding sources were as follows:

- 1987: Reconnaissance survey of the area around the block house.
(MHPC and Bureau of Parks and Recreation).
- 1988: Reconnaissance survey of the broader fort area.
(Old Fort Western and MHPC survey grant).
- 1989: Intensive survey of the main fort house.
(MHPC survey grant).
- 1990: Intensive survey of main fort house, enlisted soldier's quarters, NE blockhouse
(Legislative appropriation to MHPC).
- 1991: Intensive survey of the northeast block house.
(MHPC grant to Maine Archaeological Society).
- 1994: Intensive survey outside of the 17th-century area.
(Federal ISTEPA funds through the Maine Department of Transportation).
- 1995: Intensive survey of the 17th-century area and fort privy.
(MHPC survey grant).

This work resulted in the accumulation of 40 boxes of artifacts that have been washed, bagged, catalogued for inclusion in a project report and packaged for long-term curation. Artifacts excavated by the MHPC are considered the property of the land owner unless otherwise stipulated. In the case of Fort Halifax Park, excavations were conducted on both State owned land (Maine Bureau of Parks and Recreation (presently Maine Bureau of Parks and Lands)) and on land owned by the Town of Winslow.

The MHPC, in cooperation with Old Fort Western, is in the process of creating a regional center for the study of the 18th-century Kennebec River forts (Ft. Richmond, Ft. Shirley, Ft. Western and Ft. Halifax). The center, located in the Augusta City Center office building adjacent to Old Fort Western, 16 Cony St., presently provides permanent, climate controlled and secure storage space for the long-term curation of archaeological



PAUL R. LEPAGE
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

EARLE G. SHETTLEWORTH, JR.
DIRECTOR

collections associated with Fort Western as well as the Cushnoc Trading Post and the Upper Kennebec River Survey. The center maintains full-time staff to address needs of the collection and provides work space for students and members of the public conducting related research. Archaeological materials from the site of Fort Richmond (Richmond) will be transferred to the center as final reports are completed, and it is planned that material from Fort Shirley (Dresden) will be transferred as well.

Artifacts from the Fort Halifax Park investigations are ready to be transferred from the MHPC to a facility for permanent curation. Because The Town of Winslow retains ownership of artifacts from its land, the Town was approached by the MHPC and Old Fort Western to consider permanent curation at the Old Fort Western facility. A positive response from the town resulted in the creation of a formal Transfer of Custody that stipulates both the conditions required by the Town of Winslow and facilities and services to be provided by Old Fort Western as follows:

Agreement

The Town of Winslow transfers ownership and custody of all archaeological artifacts excavated from Town property at Fort Halifax Park between 1987 and 1995 to the Old Fort Western Fund Museum for the purpose of permanent curation. The Old Fort Western Fund Museum will curate all documentary records and objects associated with the Fort Halifax Park archaeological investigations, and will provide the following services and facilities in accordance with National Park Service guidelines for the curation and maintenance of archaeological collections (36CFR79).

- *Secure, climate controlled environment for site documents and artifacts including archival quality storage containers and shelving;*
- *Maintenance of all site related archival records and objects including periodic monitoring for stabilization/conservation needs; and*
- *Approval of loans and other uses.*

The Town of Winslow requests and the Old Fort Western Museum agrees to:

- Make artifacts available for loan for educational displays and exhibits*;
- Assist with the design and installation of displays and exhibits**;
- Assist in the preparation of documents and objects for displays and exhibits;
- Assist in providing documentary materials to enhance displays and exhibits;
- Set guidelines to insure the safety and security of displayed archaeological materials;
- Provide work space for researchers to study the collections;*
- Provide access to all site associated documentary records and objects;*
- Maintain records of any loans, transfers or deaccessions; and



MAINE HISTORIC PRESERVATION COMMISSION
 55 CAPITOL STREET
 65 STATE HOUSE STATION
 AUGUSTA, MAINE
 04333

PAUL R. LEPAGE
 GOVERNOR

EARLE G. SHETTLEWORTH, JR.
 DIRECTOR

- Provide the Town of Winslow the right of first refusal for site associated documents and objects in the event that the Old Fort Western curation center can no longer house the fort collections.

* Access is by appointment and is limited to the hours of operation of Augusta City Hall (open from 7:45-4:30 daily and closed on weekends).

**Cost for design and installation of displays and exhibits for the Town of Winslow should be funded by grant and or the Town of Winslow. Old Fort Western is available to coauthor grants for traveling exhibits that can rotate between the Town of Winslow, Old Fort Western and the Pownalborough Court House.

..... Date.....
 Michael W. Heavener (Town Manager, Town of Winslow)

..... Date.....
 Linda Novak (Curator, Old Fort Western Museum)

..... Date.....
 J. N. Leith Smith (Maine Historic Preservation Commission)