

**Loretta Lathe**

---

**Subject:** FW: Historic District Board

**From:** David Rollins [rollinsappraisal@gmail.com]

**Sent:** Wednesday, July 29, 2015 7:55 AM

**To:** Cecil Munson; Darek M. Grant; Jeffrey Bilodeau; Linda Conti; Patrick Paradis; Anna Blodgett; Dale McCormick

**Subject:** Fwd: Historic District Board

Good Morning...attached is a message from Matt and purposed language for the creation and maintaining of the Review Board. Absent is language with regards to residency requirement for business owners. Legal council has opined there is nothing against someone living outside the city from being on the board. However, the planning board does have language that prevents a person living outside the city from serving. I am supportive of the wishes of the council on this matter and the same language in the planning board ordinance can be added here.

The purposed language you see was constructed with input from Linda, Dale, and myself. The hope is it covers all concerns for background/ability and training for this and other mayors/councils in the future.

Please read and offer questions and comments - thank you

Mayor Rollins

----- Forwarded message -----

**From:** Matt Nazar <matt.nazar@augustamaine.gov>

**Date:** Wed, Jul 29, 2015 at 6:59 AM

**Subject:** Historic District Board

**To:** David Rollins <david.rollins@augustamaine.gov>, William Bridgeo <william.bridgeo@augustamaine.gov>

Hi Mayor,

This is a draft similar to what we discussed yesterday. I do have a couple thoughts based on the discussions I've heard from various people:

1. There has been some desire to make sure the members of the Board live in "contributing" buildings within the district. Whether a building is contributing or non-contributing has less to do with its condition or the attitude of the resident toward historic preservation regulation than it does with the age of the building and the context in which it exists. In other words, I wouldn't suggest using the age or historical significance of someone's house as a criteria for membership on the Board. These regulations do not require anyone to make changes to their home once adopted. A non-contributing building is very unlikely to become a contributing building, unless it's non-contributing because of major changes over the decades that eliminated the historical context of the building and someone buys it then does a full restoration, assuming that's possible.

2. Historic district ordinances do no create a uniform look and feel for the district. They respect the varied timeframes in which buildings throughout the district were constructed and encourage the maintenance and enhancement of that varied historic fabric.

3. The historic district ordinance does not require that residents and businesses make improvements or maintain their buildings beyond basic upkeep, i.e. making sure it doesn't fall down. The ordinance has its most common effect on a property when someone decides they want to make changes to it... new windows, add a deck, install an addition.

4. The proposed historic district ordinance does require a Historic Preservation Certificate, obtained from the Historic District Review Board, in some situations where no other permit is required, including a building permit. This has been the case since the first draft of the document was written because there is the desire to review and control things like replacement windows, replacement doors, maintenance of cornices, corbels, brackets, etc. Making changes to any of these or completely removing them does not require any sort of permit today as they are architecturally decorative elements, not structural elements. If the Council wants to change the ordinance so that it only applies to changes to a building that would require a building permit today, I can easily make that change. That change would have a dramatic effect on the ordinance, removing much of its effect.

5. It may be important to add some language making it clear that exterior changes to a building required by the Life Safety 101 code would not be prevented if necessary. For example, second story apartments may require a new exterior set of stairs for a second means of egress. It's not 100% clear in the ordinance today that such a set of stairs would be permitted because they would clearly alter the exterior appearance of the home. There may be criteria included that attempt to push these elements away from the front of the building to the extent possible, but that don't outright prohibit them.

If you need anything else, please let me know.

Matt

**Matthew A. Nazar**  
**Director of Development Services**  
**City of Augusta**  
**16 Cony Street**  
**Augusta, ME 04330**

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<http://www.augustamaine.gov>

July 31, 2015

SRE: LEO Reimbursement Program HSTS02-15-R-SLR800

Proposal narrative & budget justification

The Augusta State Airport is owned by the State of Maine and all operational costs are funded by the State. The Airport is managed, however by the City of Augusta under a 5 year Management and Operating Agreement. Under that agreement the City is responsible for the safe and efficient operation of the airport which includes all security requirements imposed by the TSA. The City currently provides LEO coverage in support of all TSA's screening activities. This is accomplished with on duty Augusta police officers being assigned to the airport during those screening times. The City has been providing this service since 2001.

Annually the Augusta Police department provides a total of 1,232 LEO hours yearly to assist the TSA in their daily screening process. They are scheduled to be on site for screening activities 1 hour before the scheduled flight and remain on site till the aircraft's safe departure. The Airport provides LEO coverage for three departures per day seven days a week from October thru May totaling 756 hours and provides the same coverage for four departures per day seven days a week from June thru September totaling another 448 hours. We are projecting 1204 hours per year for a total of 3612 hours over the 3 year project period.

MainePERS employer contribution costs for the Public Safety pension plan (2C) are set at 8.9% for FY2016. They have not released a chart with figures for years beyond 2016, but a current discussion suggests that the rates for employer contributions are likely to go up again in each of the following years. Based upon the recent history pattern of the increases, we are projecting an increase to 9.05% in 2017 and 9.39 in 2018. Fringes for Medicare are on top of that, and they are not expected to change - 1.45%.

The per year breakout is as follows:

	2016	2017	2018
Average base rate	\$23.60	\$24.19	\$24.80
MePER /fringe	<u>\$ 2.45</u>	<u>\$ 2.54</u>	<u>\$ 2.67</u>
Total average base rate	\$26.05	\$26.73	\$27.47
Annual projected cost	\$26,987.80	\$32,182.92	\$33,073.88



*JOHN A. GUIMOND  
AIRPORT MANAGER*

*WILLIAM R. BRIDGEO  
CITY MANAGER*

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The 3 year LEO reimbursement proposal was calculated using the above total screening hours with fully burdened eligible rates for each year totaling \$92,244.60. The City of Augusta and the Augusta Police have agreed to wage increases of 3% annually. The total LEO direct cost requested in form SF-424A has been adjusted by that percentage to cover annual wage increases that take affect on July 1<sup>st</sup> each year.

If you have any questions please give me a call.

Sincerely

John Guimond  
Airport Manager

**TRANSPORTATION SECURITY ADMINISTRATION  
LAW ENFORCEMENT OFFICER PROGRAM  
STATEMENT OF JOINT OBJECTIVES  
Fiscal Year 2016 - 2019  
Attachment 1**

This document defines the responsibilities and conditions that the **INSERT PARTICIPANT NAME AIRPORT NAME AND CODE** (hereinafter referred to as the "Participant") agrees to as part of the Transportation Security Administration (TSA) Airport Law Enforcement Personnel Reimbursement Program (hereinafter referred to as the "Program.") This document also defines the responsibilities and participation of the TSA. Nothing in this Agreement diminishes, eliminates, or otherwise affects the Participant's obligation to adhere to regulatory and other mandated requirements.

The authority to enter into this Agreement is granted by 49 U.S.C. §§ 106(l) and (m), as well as 49 U.S.C. § 114(m). TSA has programmatic authority for the activities undertaken in this Agreement pursuant to 49 U.S.C. §§ 44901(h), 44903(c) and 44922(f), along with 49 C.F.R. §§ 1542.215 and 1544.103. The effective date of the Agreement will be the date of signature by the TSA Contracting Officer.

This Statement of Joint Objectives (SOJO)/Attachment 1 can and should be modified as appropriate to adequately support operational requirements. However, in order for any such modification to be effective, it must be signed by both the Participant and an authorized TSA official. Any modification affecting the funding of this Agreement requires the specific written authorization of the TSA Contracting Officer.

The Participant agrees to provide qualified law enforcement services on-site at **INSERT AIRPORT CODE** during TSA screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive 1542-01-07 (series), regulations, and other authorities regarding law enforcement services.

Both the Participant and TSA recognize that there is a broad range of activities that Law Enforcement Officers (LEOs) engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding provided under this Agreement is intended to support a highly visible LEO presence through **on-site** flexible, fixed, or a combination of the two (hybrid)<sup>1</sup> LEO support of the TSA screening checkpoints (as determined by the TSA Federal Security Director (FSD), in consultation with the Participant). The FSD, in consultation with the Participant, may direct a change in how the checkpoint is stationed as necessary based on changes in threat levels, surges, seasonality, and/or other circumstances.

Regardless of their position or title, any individual who provides law enforcement support as outlined in this Agreement must possess all of the qualifications of a LEO set forth at 49 C.F.R. § 1542.217, while on duty at the airport. The TSA will provide partial reimbursement for on-site support of the TSA screening activities pursuant to the terms of this Agreement. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider will:

- Support TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.

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<sup>1</sup> Refer to LEO Reimbursement Terminology (Attachment 2) for definitions of these terms.

- Follow an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), regulations, the Airport Security Program (ASP), and other authorities regarding LE services as noted above. Should the Participant fail to comply with the provisions outlined in this Agreement, it may face full or partial forfeiture of payment and/or sanctions up to removal from the Program. The Participant will be given up to 60 days to take corrective action(s) and rectify any identified compliance issue(s).

### **TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES**

1. Based on the availability of funds, TSA will provide partial reimbursement to the Participant to offset the cost to carry out Aviation LE responsibilities in support of TSA passenger checkpoint screening and other agreed-upon activities.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" Patrol Officers or equivalent salaries, **up to** the established "not-to-exceed" (NTE) ceiling.

Fully Burdened Rate includes:

- Base salary
- Social Security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

**TSA will NOT cover overhead, overtime rates, or administrative costs.**

2. TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. TSA will notify the Participant, promptly and in writing, of any changes in the points of contact for invoicing or other issues involving the Agreement.
4. TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and LE topics.
5. The FSD and/or FSD designee will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

### **PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA PASSENGER CHECKPOINT SCREENING AND OTHER AGREED-UPON ACTIVITIES:**

1. The Participant agrees to maintain a law enforcement presence and support that is adequate to support each system for screening persons and accessible property. This law enforcement presence provides for the safety and security of persons and property

10. The Participant will fully cooperate with regulatory and other TSA investigations.
11. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.
12. **Required PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT:** Describe any specific LEO support to be provided under this Agreement *that is not included elsewhere in the SOJO* which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
  - a. LEO patrol of a particular area.
  - b. Unique assistance to local TSA.

*Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and do not interfere with the LEO's ability to provide immediate response to incidents at the screening checkpoints.*

### **ATTACHMENTS**

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this Agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided for in the Terms and Conditions of the Agreement.

### **PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI).

Participant Signature, Authorizing Official	Date
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Typed Name	Title
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Federal Security Director (or designee)	Date
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Typed Name	Title
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[Pilot Program]



RECYCLING SERVICES AGREEMENT

AGREEMENT made this 12 day of March, 2015, by and between **ecomaine**, with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 ("**ecomaine**") and the City of Augusta, located in Kennebec County, in the State of Maine (the "City").

WHEREAS, **ecomaine** owns and operates a single stream recycling facility located at 64 Blueberry Road in Portland, Maine (the "Facility"); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the City; and

WHEREAS, the City collects Recyclable Materials within its boundaries; and

WHEREAS, the City is seeking a cost-effective and environmentally sound manner for processing of Recyclable Materials; and

WHEREAS, **ecomaine** is willing to accept and handle the City's Recyclable Materials for processing at the Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and the City hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:
  - a) "*Contaminants*" means any material not included in **ecomaine**'s Program Sheet.
  - b) "*Hauler*" means any entity or person which performs solid waste services on behalf of the City, including delivery of Recyclable Materials to the Facility. This term includes the City when it delivers Recyclable Materials to the Facility using its own employees or agents.

- c) "*Hazardous Waste*" means waste that, by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§ 1301 *et seq.*, as amended; and (iii) any other federal, state, county or local codes, statutes or laws and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.
- d) "*Program Sheet*" means the list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as may be amended from time to time upon advance notice to the City in accordance with Section 2(b) of this Agreement. The Program Sheet is appended hereto as Attachment A.
- e) "*Recyclable Materials*" means materials that are separated from Waste, either at the source of such Waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine** are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.
- f) "*Single Stream Recycling Program*" means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be separated.
- g) "*City*" means a municipality as defined in 30-A M.R.S.A. § 2001 or other governmental entity that is party to this Agreement.

2. Delivery of Recyclable Materials.

- a) During the initial Pilot Program, the City agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program Sheet that are deposited in the three (3) recycling containers loaned to the City by

**ecomaine** and the clean cardboard collected at Hatch Hill in the compactor and which is under its control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Stream Recycling Program.

- b) **ecomaine** shall provide the City with the Program Sheet, which may be revised by **ecomaine** up to twice per year upon sixty (60) days' prior notice to City.
- c) **ecomaine** shall be entitled to receive and retain any and all value, proceeds and/or benefits derived from the processing of all Recyclable Materials delivered to the Facility by or on behalf of the City.
- d) In the event that the Facility is shut down or otherwise unable to accept Recyclable Materials from its member communities, **ecomaine** will make provisions to accommodate its members, including the City, so that they will be able to continue their normal recycling activities at the municipal level and have a destination for their Recyclable Materials.

3. Collection and Transportation of Recyclable Materials.

- a) The City shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.
- b) Until delivery to the Facility, Recyclable Materials shall remain the property of the City, and all responsibility for safe and lawful handling rests thereof with the City.
- c) Upon delivery of Recyclable Materials by the City or its Hauler and acceptance of the same by **ecomaine**, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the City to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the City.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.
- e) The City shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain more than three percent (3%) but less than five percent (5%) Contaminants by volume, in which case a warning will be issued to the City. Loads that contain more than five percent (5%) but less than ten percent (10%) Contaminants by volume will be sorted, with Contaminants

disposed of at **ecomaine's** waste-to-energy facility, and the City will pay **ecomaine** forty dollars (\$40) per ton for the load. Any loads with ten percent (10%) or greater Contaminants by volume will be disposed of at **ecomaine's** waste-to-energy facility, and the City will pay **ecomaine** seventy dollars and fifty cents (\$70.50) per ton for such loads. Loads containing any portion of Hazardous Waste, including biomedical waste, will be immediately rejected and disposed of at an appropriate facility designated by **ecomaine**. All costs associated with disposal of Hazardous Waste, including but not limited to biomedical waste, will be at the sole expense of the City.

4. Term of Agreement.

- a) Initial Term. This Agreement is effective for a six (6) month pilot program term, commencing on March 6 2015. Should the initial program be successful and the City of Augusta chooses to implement any type of Single Sort Recycling program within the next year after the initial pilot program has concluded, it will be with **ecomaine** for either a Cost Neutral Agreement for a period of five (5) years commencing on \_\_\_\_\_, 2015 OR a Revenue Share agreement for a period of time between three (3) and five (5) years in duration commencing on \_\_\_\_\_, 2015. Such an ongoing agreement will stipulate that all Single Sort Recyclable material under the control of the Hatch Hill facility, Department of Public Works and City Center and generated by Augusta residents in any type of a Single Sort curbside collection program will be delivered to **ecomaine** for processing.

5. Pilot Program Purchase Price

- a) Purchase Price/Cost Neutral. No fees shall be charged and no revenue shall be paid to the City by **ecomaine** for the processing of Recyclable Materials delivered to the Facility, except that the City will be charged a processing fee for any downgraded or rejected loads as detailed in Section 3(e) of this Agreement, during the initial six (6) month pilot program.

6. Long Term Contract Options:

- a) Purchase Price/Cost Neutral. No fees shall be charged and no revenue shall be paid to the City by **ecomaine** for the processing of Recyclable Materials delivered to the Facility, except that the City will be charged a processing fee for any downgraded or rejected loads as detailed in Section 3(e) of this

Agreement. The duration of such an agreement shall be for five (5) years after the pilot program completes, should the city opt to implement an ongoing Single Sort Recycling program. A Neutral contract will be provided at such time.

OR

- b) Purchase Price/ Revenue Share. **ecomaine** shall pay City, or City shall pay **ecomaine**, an amount for each ton of Recyclable Materials delivered by or on behalf of City to **ecomaine** based on revenue received by **ecomaine** (the "Value"), in accordance with the Blended Average Revenue. If the Value is a positive number, **ecomaine** shall pay the Value to City, but if the Value is a negative number, City shall pay the Value to **ecomaine**. Please see Attachment B. This option will be available to the city for an addition three (3) to five (5) year term after the pilot program completes, should the city opt to implement an ongoing Single Sort Recycling program. A Revenue Share contract will be provided at such time.

7. Payment. **ecomaine** will pay City within sixty (60) days of the last day of each month. In the event that market conditions dictate that the City pays **ecomaine**, the same payment terms will apply.

8. Default. With the exception of reasonable delays in collection and delivery, the failure of the City to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program Sheet generated within the boundaries of the City and under its control shall constitute a breach of this Agreement; with the exception of any material collected by the City in a Source Separated curb side program. In event of such breach, the City shall pay **ecomaine** an amount equal to one hundred percent (100%) of the substantiated market rate in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. Such number of tons will be estimated on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the City and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery which has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the City and actually delivered to the Facility during each month in which the breach occurs.

Where historical data does not exist sufficient to allow calculation of the estimated number of tons of Recyclable Materials that was not delivered to the Facility as the result of such breach, then that number of tons shall be estimated by **ecomaine** in any reasonable manner available.

9. Notices. All notices required by this Agreement shall be considered sufficiently given if sent by First Class, U.S. Mail, addressed to the party at the following addresses:

If to **ecomaine**:

**ecomaine**  
64 Blueberry Road  
Portland, ME 04102  
Attn: Kevin Roche, General Manager

With a copy to:

Mark A. Bower, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, Maine 04112

If to the City:

William Bridgeo  
City Manager  
16 Cony St.  
Augusta, ME 04330

8. Compliance with Laws. The City shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to the City's performance under this Agreement.

9. Indemnification. To the extent permitted by law, **ecomaine** and the City shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses (including reasonable attorney's fees), claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the other party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 9 to the extent any such liabilities, expenses,

claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnifying party or its authorized agents, contractors or employees.

10. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party.

11. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

12. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.

13. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness:

City of Augusta



By:

Its:

  
City Manager

ecomaine



By:

Its:

  
GM/CEO

## **Chapter 6. Property Maintenance.**

### **Article I. Vacant Building Registration**

#### **§ 6-92. Purpose.**

A. Vacant or abandoned properties create and pose significant and costly problems for the City. These properties often become a drain on the City budget and detract from the quality of life of the neighborhood and the City as a whole. Vacant buildings are an impediment to neighborhood redevelopment and rehabilitation, decrease property values, and prevent neighborhood stabilization. These structures are unsightly, often structurally unsound or otherwise dangerous, attract criminal activity, and otherwise create a threat to public health, safety, and welfare of neighboring properties and the general public.

B. A significant obstacle in providing effective and prompt enforcement of the current City Codes, as they relate to vacant buildings, is the inability to contact the owners of abandoned properties. These buildings are often also the subject of foreclosure actions by lien holders, which take considerable time to resolve.

C. Certain categories of vacant properties, such as homes of "snowbirds", members of the armed forces on active duty deployment, or those who have moved into assisted living facilities, are less likely to cause problems and accompanying City costs.

D. The purpose of this article is to provide a just, equitable and practicable method for identifying, managing and responding to the numerous issues associated with vacant buildings. This article is intended to prevent or mitigate dangers to health, safety and welfare, promote responsible management, provide a safe neighborhood for residents, safeguard property values, expedite housing repairs, and provide for prompt contact with owners or managers by Police, Fire, and Code Enforcement when issues or emergencies develop.

#### **§ 6-93. Definitions.**

A. If a term is not defined in this article or the Land Use Ordinance, it shall have its customary dictionary meaning.

B. For the purpose of interpreting this chapter, the following terms, phrases, words and their derivations shall have following meanings:

##### **OWNER**

Any person, agent, firm, corporation or other legal entity having a legal or equitable interest in a vacant building, including but not limited to a mortgagee in possession, the beneficiary of a trust, or the holder of a life estate.

## PROPERTY MANAGER

A Maine-based entity, corporation, or individual or the designee of the owner that is responsible for maintaining, securing, and inspecting vacant buildings.

## VACANT BUILDING

Any building or other structure that is unoccupied by a person or occupied by unauthorized persons for 60 days, excepting permitted garages or accessory buildings.

### **§ 6-94. Applicability.**

A. This article applies to all vacant buildings located within the City of Augusta.

B. This article does not apply to primary residences of members of the armed forces on active duty, vacation or resort facilities, or residences of persons on extended vacations or alternative living arrangements with the intention to return to the property and live (e.g., "snowbirds" or those in assisted living facilities).

### **§ 6-95. Registration required.**

A. The owner of a vacant building must obtain a vacant building registration permit for the period during which it is vacant.

B. When a building or structure becomes vacant, the owner of the building must apply for and obtain a vacant building registration permit and pay the fee within 60 days of the building becoming vacant.

C. Standard vacant building registration permit.

(1) The Code Enforcement Division shall issue a standard vacant building registration permit upon being satisfied that the building has been inspected and is in compliance with the vacant building standards set forth in this article, and is adequately protected from intrusion by trespassers and from deterioration by the weather.

(2) A standard vacant building registration permit is valid for six months from the date of approval.

D. Interim vacant building inspection permit.

(1) If a vacant building is inspected and determined not meet one or more local or state life safety codes, the Code Enforcement Division shall issue an order for any work needed to:

(a) Adequately protect the building and property (i.e., swimming pools, hot tubs, children's equipment including "jungle gyms") from intrusion by trespassers and from

deterioration by weather by bringing it into compliance with all existing local and state life safety codes; and

(b) Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency.

(2) When issuing orders under Subsection D(1), the Code Enforcement Division shall specify the time for completion of the work. The order will act as an interim vacant building registration permit, the duration of which will be for the time set forth in the order. No interim registration permit may be effective for a period of more than 90 days.

(3) All work done pursuant to this article must be done in compliance with the applicable building, fire prevention, life safety and zoning codes.

E. After the vacant building registration permit is issued, the Code Enforcement Division shall add the property to a registry maintained by the City of Augusta and made available for public inspection. This registration data shall include - but not be limited to - the name, address, phone number and email address of the owner or its agent, and contact information of the designated property management company.

F. Upon the expiration of a vacant building registration permit, if the building or structure is still vacant, the owner must arrange for an inspection of the building and premises with the appropriate Code Enforcement, Police, Fire, Public Health and Safety Officials, and renew the permit within 10 days of expiration. All permit renewals shall be subject to all conditions and obligations imposed by this article and any previous permits unless expressly exempted therefrom.

#### **§ 6-96. Permit application.**

A. Application by the owner of a vacant building or structure for a vacant building registration permit must be made on a form provided by the Code Enforcement Division. Applicants must disclose all measures to be taken to ensure that the building will be kept weather-tight and secure from trespassers, safe for entry of Code Enforcement, Police, Fire, Public Health and Safety Officials in times of exigent circumstances or emergency, and together with its premises be free from nuisance and in good order in conformance with life safety, and other codes adopted by the City of Augusta.

B. The application shall include a "statement of intent." The statement of intent shall include information as to the expected period of vacancy (including the date of vacancy), the plan for regular maintenance during the vacancy to comply with the life safety code requirements and a

plan and timeline for the lawful occupancy, rehabilitation, or removal or demolition of the structure.

C. The application shall include a list of persons authorized to be present in the building, along with a statement that any persons not listed shall be considered trespassers. The owner shall update the authorized person list as needed.

D. Contact information. The application shall include the following:

(1) The name, street address, telephone number, and e-mail address of a designated individual designated by the owner or owners of the vacant building as their authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding in connection with the enforcement of this Code regarding the vacant building.

(2) The name of at least one property manager responsible for management and maintenance of the property, along with their twenty-four-hour-a-day contact information.

(3) The name of any bank/lender/lien holder with an interest in the property and its contact information, including the mailing address of the bank/lender/lien holder.

(4) If any contact information required under this subsection changes or becomes out-of-date, the owner must notify the Code Enforcement Department in writing within 15 days of such change.

E. A fee of \$200 for commercial entities (banks or financial service companies) or \$100 for individuals (individual owners of single-occupancy dwellings) shall be charged for a vacant building registration permit or interim permit. This fee shall also be charged upon the renewal of such permits. The fee must be paid at the time of application or renewal. No permit shall be issued prior to payment of the permit or renewal fee. If an owner has undertaken the demolition permitting process, no fee will be required.

#### **§ 6-97. Inspection.**

A. Upon and at the time of application, the owner of a vacant building or structure shall arrange for an inspection of the premises by staff of the Code Enforcement Division. The purpose of such inspections is to determine and ensure compliance with existing life safety codes and security of the premises. The Code Enforcement Division may bring on the inspection such other government officials as it deems prudent to ensure the safety of the building and the Code Enforcement Division, including but not limited to Police, Fire and Public Health Officials.

B. If Code Officials have reason to believe that an emergency or imminent danger exists tending to create an immediate danger to the health, welfare, or safety of the general public, Code,

Police and Fire Officials have the authority to enter and inspect the vacant building and premises upon which it stands without notification or warrant being required.

**§ 6-98. Vacant Building Maintenance Standards.**

An owner of a vacant building must adequately protect it from intrusion by trespassers and from deterioration by the weather. A vacant building shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following vacant building maintenance standards:

A. Building openings. Doors, windows, areaways and other openings must be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and other such openings must be covered by glass or other rigid transparent materials which are weather protected and tightly fitted and secured to the opening.

B. The owner of a vacant building or structure must comply with all building, fire, life safety, zoning, and other applicable codes or ordinances and must apply for any building, fire prevention, and zoning permits necessary to perform work required by this article.

**§ 6-99. Violations and penalties.**

Any person who is found to be in violation of any provision or requirement of this article shall be subject to a civil penalty as set forth in 30-A M.R.S.A. § 4452. Each violation of a separate provision or requirement, and each day of violation, shall constitute a separate offense.