



P.O. Box 2901, Augusta, ME 04338-2901 * (207) 512-2180



June 2016

CAPITOL AREA HOUSING ASSOCIATION
“LANDLORDS WORKING TOGETHER”

Officers

President

Secretary

Barbara Eckhardt
Eckhardtb@myfairpoint.net

Treasurer

Ratna Don
ratnadon44@yahoo.com

Board of Directors

Charlie Anderson
speakez99@yahoo.com

Cheryl Dostie
sprmom005@yahoo.com

Barbara Eckhardt
Eckhardtb@myfairpoint.net

John McNaughton
mcn1@roadrunner.com

Ramona Venskus
ramona@NewcomerRelocation.com

Royce Watson
listmaine@yahoo.com

Secretary's Message

MOST PRESSING ISSUE - BEDBUGS

The bedbug issue seems to keep evolving. The bedbug issue was resolved by the Legislature turning the heavy burden of responsibility from the landlords. Please see the following

LD's HP1278, LD 1790, item 2, Document Text
HP1278, LD 1790, item 1, An Act to Implement the
Recommendations of the Working Group to Study Landlord issues

Nevertheless, the City of Augusta has recently added a bedbug ordinance, which in respect, over rules the State of Maine's law. The City of Augusta's ordinance is very detrimental to landlords. The ordinance is included in this newsletter. If you are opposed to this bedbug ordinance, contact the city council members listed below:

Linda J. Conti (Ward 1) (207) 441-2167

Derek M. Grant (Ward 2) (207) 592-3124

Patrick E. Paradis (Ward 3) (207) 623-9482

Anna D. Blodgett (Ward 4) (207) 557-3960

Jeffrey M. Bilodeau (Councilor, at-large) (207) 891-1768

Marci A. Alexander (Councilor, at-large) (207) 623-1813

Dale McCormick (Councilor, at-large) (207) 621-9835

Cecil E. Munson (Councilor, at-large) (207) 622-0225

CAHA has once again teamed up with J&S Oil for another year and has been busy negotiating another yearly contract with Fielding's Oil and Propane. We're close to the vote at having Fielding's as our second oil supplier for next year.

Barbara Eckhardt
CAHA Secretary

Executive Committee Minutes
Capital Area Housing Association (CAHA)
Held at Margarita's, Augusta, Maine
April 12, 2016

CAHA Secretary and Board Member Barbara Eckhardt opened the meeting at 5:38 p.m. with the following present:

Treasurer, Ratna Don
Board Member, Charlie Anderson
Board Member, Cheryl Dostie
Board Member, Ramona Venskus

Motion was made by Charlie, and seconded by Cheryl, to approve the March 8, 2016 Executive Committee Minutes with the correction of the spelling of Eric Dick's name from Erick to Eric. Motion passed unanimously.

Motion was made by Cheryl, and seconded by Ramona, to approve the Treasurer's Report from January 1 through April 11, 2016. Motion passed unanimously.

Regular Meetings: Tabled until next Executive Committee meeting in May.

Legislative Update (LD 1601 & LD 221-Service Animals): LD 1601-An Act to Implement the Recommendation of the Task Force to Ensure Integrity in the Use of Service Animals was recently vetoed by the Governor because it did not address the problem in the clarification of Maine Law. LD-1601 was the replacement bill that asked the legislature to approve the findings and recommendations of the Service Animal Task Force for LD-221-An Act to Amend the Laws Regarding Service Animal Housing Accommodations.

2016 Annual Meeting Vendor Thank You Letters: Ramona will bring to the May meeting an "In Appreciation Certificate" for the Committee to sign.

Oil Committee Report: Changes taking place within J&S's organization. It was the consensus of the Committee to have Ratna contact Fielding's and for Charlie to contact Augusta Fuel. They will report their findings at the May meeting.

May Newsletter: It was the consensus of the Committee to have Barbara write the Secretary's Message. Included in the newsletter are the January 21, February 9, and March 8, 2016 minutes.

Chamber of Commerce Membership: It was the consensus of the Committee to have Ramona contact the Marketing Director of the Chamber and invite her to dine with the CAHA's Executive Committee before the business meeting to discuss ways the Chamber would better serve our association.

One Tabled Agenda Item: Written Job Description on All Administrative Duties Previously Held by Lisa

Montagna and/or Currently Held by Ratna: Ratna stated he will email the written job descriptions to the Board of Directors within a month's time.

Motion made by Ramona, and seconded by Cheryl to adjourn at 8:08 p.m.

Respectfully submitted,

Barbara Eckhardt, CAHA Secretary

City of Augusta Bedbug Ordinance - DRAFT

Bedbugs

a) Purpose. Bedbugs are hereby declared to be a public nuisance subject to the abatement provisions of this Section. All property owners and or tenants of any multi-unit building shall take appropriate actions to prevent and or eliminate any bedbug complaints.

b) Definitions. As used in this section, unless the context otherwise indicates, the following terms shall have the meanings indicated:

1. "Day" is defined as a business day.
2. "Infestation" is defined as the presence of bedbugs in a dwelling unit.
3. "Landlord" is defined in this section as the owner of any multi-unit building
4. "Pest control agent" means a commercial applicator of pesticides certified pursuant to 22 M.R.S.A. § 1471-D.
5. "Reasonable notice" means notice as set forth in 14 M.R.S.A. § 6025.

Continued on page 3

c) Landlord duties. A landlord has the following duties:

1. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall, within two (2) days, conduct an inspection of the unit for bedbugs.
2. If, upon inspection, a bedbug is found or reasonably suspected anywhere in a dwelling unit, the landlord shall, within one (1) day, contact a pest control agent pursuant to Subsection (c) (3).
3. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as recommended by a pest control agent. The recommendation to treat the dwelling unit and the plan to decontaminate the people affected and their personal property must be provided to the landlord and received by the City within five (5) days of contacting the pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation including decontamination individuals and personal property. The landlord shall notify the City within two (2) days of any abatement measures recommended by the pest control agent. If the City determines such abatement measures to be insufficient to abate the infestation, the City may immediately require additional abatement to ensure that no further infestation is detected. The landlord shall maintain a written record of the pest control measures performed by the pest control agent on the dwelling unit. The record shall include reports and receipts prepared by the pest control agent. The record shall be maintained for three (3) years and shall be open to inspection by authorized City personnel.
4. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation.
5. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs.
6. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under Subsection (d) (3), including but not limited to providing an uncontaminated location in which to reside while decontamination procedures are ongoing.
7. The landlord shall be responsible for all costs of decontamination of the tenant any other people contaminated at the property and all personal property. This includes the cost of transportation to a decontamination facility.
8. In addition to any penalties authorized under this section, if a landlord fails to comply with the obligations under this subsection:
 - i. The City or a designated agent may enter the property and may act to abate the infestation in compliance with this section. To recover any actual and direct expenses incurred by the City in the abatement of infestation, the City may: (1) file a lien on the real estate on which the infestation is located; or (2) assess a special tax on the real estate on which the infestation is located, which amount shall be included in the next annual warrant to the tax collector of the City for collection in the same manner as other City taxes are collected;
 - ii. The building in which the infestation is located shall be deemed to be unsanitary, a hazard to health and safety, unsuitable or improper for occupancy, and otherwise dangerous to life or property for purposes of 17 M.R.S.A. § 2851.

d) Tenant duties. A tenant has the following duties:

1. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit.
2. Upon receiving reasonable notice, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent, the landlord's pest control agent and its employees, or authorized City personnel access to the unit for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered Furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent.
3. Upon receiving reasonable notice, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord, the pest control agent and the city.

e) General penalty. A landlord or tenant who fails to comply with the provisions of this section shall be subject to the penalty set forth in Chapter 1, Article III, General Penalty of this Code.



We deliver quality home heating oil, kerosene and propane to homes and businesses throughout the communities of Central Maine. We are happy to assist you in ordering fuel, setting up credit or with any questions you may have. Call us at (207) 626-2714.



Fielding's Oil & Propane is proud to serve the members of CAHA with all of their heating needs and looks forward to having a long relationship with the organization. Call us and you will see how dedicated we really are. (207) 623-3322

<p>Newcomer Relocation Services "Upscale Rentals" Phone/Fax: 622-4312 Cell: 446-4312 <i>ramona@NewcomerRelocation.com</i> www.NewcomerRelocation.com No application fee for CAHA members</p>	<p>Liberty Mutual (207) 622-0518 Nicholas Parker New Auto and Home Insurance Benefit CAHA member benefits include savings on auto and home insurance! Purchase high-quality auto, home, condo, and renters insurance at low group rates.</p>	<p>Gosline's Hardware (207) 582-1900 563 Maine Ave. Farmingdale, ME Paint, paint supplies, plumbing, heating, electrical, lawn & garden, hand & power tools.</p>	<p>Northeast Bank (207) 623-0303 Cell: (207) 446-0990 Mortgage loans for residential and investment properties <i>ssachs@northeastbank.com</i> \$250.00 discount on already low closing costs.</p>
<p>Sherwin Williams <i>Paint + Paint Supplies</i> (207) 622-6818 <i>sw5736@sherwin.com</i> <i>All painting accessories</i> <i>15% off list price everyday!</i> <i>20% off many case lots!</i></p>	<p>Your Ad Can Go Here</p>	<p>Eric S. Dick, Esq. Farris, Foley & Dick, P.A. (207) 622-5872 <i>ffdlaw@gwi.net</i> Discount off regular hourly rate to CAHA member on landlord/tenant matters</p>	<p>Your Ad Can Go Here</p>

Capital Area Housing Association
 P.O. Box 2901
 Augusta, ME 04338-2901

