

AGREEMENT BETWEEN THE TOWNS OF
DEXTER AND ST. ALBANS, MAINE
FOR THE EMPLOYMENT OF A CODE ENFORCEMENT OFFICER

WHEREAS the parties hereinafter named have enacted ordinances and regulations for the control of structures and land use within their several jurisdictions; and

WHEREAS the requirements of these ordinances and regulations include the necessity or desirability of appointing a suitable person for their enforcement; and

WHEREAS the parties to this agreement have both appointed one person to serve the parties in the capacity of Code Enforcement Officer and Local Plumbing Inspector;

NOW, THEREFORE, the Town of Dexter, Maine and the Town of St. Albans, Maine for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof do hereby promise and agree as follows:

1. PURPOSE

The purpose of this agreement is to provide for the joint appointment of William J. Murphy as Code Enforcement Officer / Local Plumbing Inspector to enforce and assist in the administration of the several ordinances and regulations governing land use and structures which have heretofore or may hereinafter be enacted by the parties.

2. ADMINISTRATION

The Town of Dexter shall provide a health insurance benefit plan to William J. Murphy. The Town of St. Albans shall contribute twenty-five percent (25%) of the costs for that plan to the Town of Dexter.

3. PROPERTY / SERVICES / EXPENSES

Each municipality shall provide any vehicles, equipment, or support services and materials needed by the Code Enforcement Officer to perform the duties required in that municipality. Each municipality shall provide telephone and office communication services during regular business hours and shall provide necessary materials, office supplies and office space. Each municipality shall reimburse the Code Enforcement Officer reasonable and necessary expenses, including mileage, as determined by the municipality.

4. PERSONNEL

- a. Each municipality shall perform its separate payroll and related functions. Each municipality shall be separately liable to the Code Enforcement Officer for any liability for compensation or indemnity for injury or sickness arising out of and in the course of their employment;
- b. The Code Enforcement Officer shall have the power and duty to:
 - (a) enforce all provisions of the several building and land use ordinances and regulations enacted by the parties;
 - (b) see to the enforcement of all local regulations relating to the erection, placement or alteration of structures and the alteration of land or water bodies including land use laws listed under 38 M.R.S.A. 435;
 - (c) conduct inspections as frequently as may be necessary to insure compliance with municipal ordinances and regulations and state laws;
 - (d) advise applicants as to whether additional approval is required by the other municipal officials or state or federal agencies and of procedures necessary to obtain such approval;
 - (e) assist and advise the municipal officers of the parties with the enforcement and administration of their statutes as they may require and attend meetings of municipal boards as required by the Joint Board;
 - (f) review all subdivision applications for compliance with all applicable ordinances, regulations and laws, transmit such applications to the appropriate planning board along with a written statement that the application is in compliance with applicable municipal ordinances and state laws, issue permits to applicants when authorized by the individual planning board, and see that any conditions placed upon permits are complied with by the applicant;
 - (g) keep complete records of the transactions relating to his office and submit monthly activity reports to each municipality;
 - (h) attend meetings of the Planning Board and Board of Appeals of each municipality;
 - (i) have the full powers that are necessary for him/her to perform the requirements of this agreement and of the several and land use ordinances of the parties;
 - (j) enforce and administer all provisions of the State of Maine Plumbing Code, as authorized under Title 22 M.R.S.A. 42.

5. WITHDRAWAL / TERMINATION

Any party may withdraw from this agreement subject to the following:

- (a) Notice of intent to withdraw shall be given to the parties at least 90 days prior to withdrawal;
- (b) Any payments due during the notice period shall be paid to the Town of Dexter;
- (c) Upon the effective date of withdrawal the withdrawing party shall lose all rights to benefits derived of this agreement and to any funds previously contributed;

(d) In the event that this agreement is terminated for any reason, all outstanding liabilities shall be allocated in accordance with this agreement, and this agreement shall survive for the purpose of enforcing the rights among the parties.

6. ADOPTION / AMENDMENT

a. Adoption

This agreement shall not take effect until it has been approved by the municipal officers of the municipalities, and filed with the clerks of the parties.

b. Duration

This agreement shall continue unless one of the parties withdraws, or William J. Murphy withdraws from employment of one or both Towns.

c. Amendment

This agreement may be amended by following the procedures established in Section 6(a) herein above, except that such procedure shall not be required to renew this agreement, add new parties, or to change the allocation of funding among the parties. The allocation of funding among the parties shall be approved by the municipal officers of the parties.

d. New Parties

Municipalities may be admitted as parties to this agreement by a majority vote of the municipal officers of the Towns of Dexter and St. Albans, upon approval by the municipal officers of such municipality of any terms and conditions of entry which the Towns of Dexter and St. Albans may require.

IN WITNESS WHEREOF, the parties have by their duly authorized Town Managers caused this agreement to be executed this first day of July, 1997.

By: _____

Stephen H. Whitesel_____

For the Town of Dexter

By: _____

Larry Post_____

For the Town of St. Albans