

TOWN OF OXFORD
127 Pottle Road
Oxford, ME 04270
(207) 539-4431

INVITATION TO BID – DEMOLITION OF DANGEROUS BUILDING –
260 KING STREET

May 1, 2024

The Town of Oxford, Maine (the “Town”) is seeking competitive bids for the demolition and removal of the single family home (the “Structure”), located at 260 King Street in Oxford (the Property”), and the restoration of the Property to its pre-development state (collectively the “Project”).

The Oxford Select Board determined the Structure to be a dangerous building, within the meaning of 17 M.R.S. § 2851, on January 18, 2024, as evidenced by an Order of Demolition of even date, recorded in the Oxford County Registry of Deeds in Book 5797, Page 808, a copy of which is attached hereto.

Consistent with 17 M.R.S. § 2851 and 2853, the Town has provided the property owner with sufficient time to remove the Structure, but the property owner has failed to do so. As such, the Town is authorized by law to receive bids and choose a responsive bidder to carry out the Project on behalf of the Town.

Any bidder having questions about the Town’s legal authority to authorize this Project may submit questions regarding the same as detailed in this Invitation to Bid.

BID INSTRUCTIONS

1. To receive consideration, an original signed copy of the attached BID SHEET, with all appropriate portions completed in ink, must be returned within the stated period, either by mail or hand delivery. The bid sheet may be reproduced. The Town will not be responsible for any costs or expenses incurred by a Bidder in preparing or submitting a bid.

2. Bids must be submitted in a sealed envelope, plainly marked on the outside “**BID – DEMOLITION OF DANGEROUS BUILDING – 260 KING STREET**” and shall be addressed to **Adam Garland, Town Manager, Town of Oxford, 127 Pottle Road, Oxford, ME 04270**, or hand-delivered to the Town Office.

3. In order to be considered bids must be received no later than **2:00 PM on June 3, 2024**. Bids will be opened publicly immediately thereafter and read aloud.
4. For questions please contact the Town Manager at (207) 539-4431.
5. Any deviations from the specifications included in the bid packet must be noted on a separate sheet and attached to the bid sheet.
6. If you need further information regarding bid preparation, e-mail all questions to Adam Garland, Town Manager at townmanager@oxfordmaine.org. Questions received after 12:00 noon of the Wednesday prior to the bid due date will not be answered.
7. The successful Bidder shall be required to sign a Demolition Services Agreement with the Town, a copy of which is attached hereto. The Demolition Services Agreement details all aspects of Project, and the responsibilities of each party in carrying out the same. Please note that the blanks within the agreement will be completed for use at contract signing. The agreement need not be completed at this time.
8. No bids may be withdrawn within a period of sixty (60) days after the opening of bids.
9. The Town reserves the right to reject any or all bids, to evaluate bids, to waive any formality or technicality in the submissions, and to accept any bid as may be deemed by the Select Board to be in the best interests of the Town. The Town also reserves the right to negotiate with any Bidder.
10. All bidders will be notified by telephone or email of bid results.

BASIS OF AWARD

The Town intends to award this contact to the individual or firm that provides the lowest responsible and responsive bid that is deemed by the Select Board to be in the best interest of the Town. In determining the most advantageous bid, the award of the contract shall be based primarily on the proposed cost of completion of the Project, but the Town reserves the right to consider references, experience generally, and past and present experience of the Town with the Bidder, in addition to price. The Town reserves the right to delete work itemized in order to remain within the funds budgeted for the work.

**TOWN OF OXFORD
DEMOLITION SERVICES AGREEMENT**

THIS AGREEMENT is made this ____ day of ____, 2024, by and between the **Town of Oxford**, a municipal corporation organized under the laws of the State of Maine with a mailing address of 127 Pottle Road, Oxford, Maine 04270 (the "Town") and _____, a Maine [corporation/limited liability company] with a mailing address of _____ (the "Contractor").

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **Scope of Work.** The Contractor is being retained to demolish and remove the single-family home (the "Structure") located at 260 King Street, Oxford, Maine (the Property") as outlined in more detail in *Exhibit A* attached hereto, which is hereby incorporated into this Agreement by reference (hereinafter the "Services"). The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement. The Contractor shall perform the Services with a standard of care consistent with that generally applied by contractors engaged comparable work in the State of Maine

2. **Commencement and Completion Date.** The Contractor agrees to commence performance of the Services on or before _____ and to fully complete the Services by _____, unless otherwise agreed in writing by the parties. Due to the difficulty of calculating damages for late completion of the Services, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each consecutive day of delay after September 1, 2024, until the Services are completed to the satisfaction of the Town, which delay is caused by anything except for inclement weather.

3. **Contract Price; Payment.** The Town shall pay the Contractor in accordance with the bid price established in *Exhibit B*. Payment shall be due and payable to the Contractor in full upon successful completion of the Services, as determined by the Town in its sole and reasonable discretion. No progress payments will be made.

4. **Insurance.** Contractor and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement, at no expense to the Town, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **Commercial General Liability Insurance**, including products and completed operations liability in the amount of not less than \$1,000,000.00, combined single limit.
- b. **Automobile Liability Insurance** in the amount of \$1,000,000.00, combined single limit.
- c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

All insurance policies shall name the Town and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Contractor and its subcontractors may instead provide a written waiver of subrogation rights against the Town. Prior to the commencement of the Services, the Contractor (and any subcontractors) shall deliver satisfactory certificates of insurance to the Town. The Contractor must also provide written notice to the Town at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the Town immediately.

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the Town.

5. **Indemnification.** The Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Town, its officers,

employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Town, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Town or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Town under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

6. Independent Contractor. The Contractor, its officers, agents, and employees, during the performance of this Agreement, shall act as independent contractors, and not as officers or employees of the Town, and shall not hold themselves out as such. Any personnel needed to fulfill the Services, as specified herein, shall be employed by the Contractor, and the Contractor shall be solely responsible for compliance with all applicable state and federal laws, including but not limited to workers' compensation and wage and hour laws and regulations. As an independent contractor, the Contractor is also responsible for maintaining its equipment in a safe and operable condition.

7. Assignment. This Agreement may not be assigned without the prior written consent of the Town.

8. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the Town. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

9. Termination. The Town may terminate this Agreement for cause by providing the Contractor with 7 days' notice of termination in writing. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the Contractor as bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal to supply enough properly skilled workers or proper materials to complete the Services; the Contractor's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Agreement.

In the event of a termination for cause, the Town may take possession of the premises (if any) and all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Services are completed. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor by the Town. However, if such expense shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Town.

Further, the Town may terminate this Agreement for convenience upon 15 days' written notice to the Contractor, in which case, the Town shall pay the Contractor for all portions of the Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the Town terminates this Agreement for cause and it is subsequently determined that cause did not exist, such termination shall be deemed to be for convenience.

10. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

11. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

12. Entire Agreement. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

13. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

14. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:

TO TOWN:

Adam Garland, Town Manager
Town of Oxford
127 Pottle Road
Oxford, ME 04270

TO CONTRACTOR:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

[CONTRACTOR]:

TOWN OF OXFORD:

Its _____, duly authorized

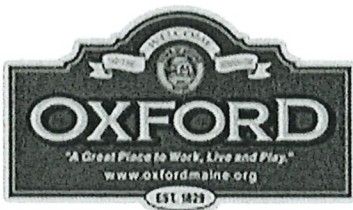
Adam Garland
Its Town Manager, duly authorized

EXHIBIT A:
SCOPE OF WORK

Contractor agrees to demolish the single-family home, located at 260 King Street in Oxford (the "Structure"), in its entirety, including the removal of all foundations and appurtenances and the capping or removal of all utility services. The scope of this undertaking shall include, without limitation:

- Securing all demolition permits required by the State of Maine or the Town of Oxford and paying all fees required with respect to such permit(s);
- Demolishing the Structure in a safe and orderly way in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent thereto. Neighbors' areas must be policed every day for any debris on their properties.
- Practicing dust control by wetting down the Structure and its debris during the active part of demolishing the Structure and loading the debris onto the transport vehicles. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.
- Removing all debris from the site. Should any asbestos containing materials be identified by Contractor, Contractor shall immediately stop all work in the affected area and notify the Town;
- Disposing of all demolition debris *other than* that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Oxford; provided, however, that Contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within thirty (30) days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition debris. The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed a mutually agreed upon location by the Contractor and the Town.
- The Contractor shall identify all fill sites to be used prior to Contract signing.
- Disconnecting and capping all water and sewer service(s) currently connected at the Property;
- Removing completely and disposing of all foundation walls, footers, and floors. The foundation hole shall be filled as directed by the Town Manager as part of the base bid;
- Complying at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Oxford, including, without limitation, conforming to the requirements of the Oxford Fire Department;
- Securing the demolition area from unauthorized access at all times during the period of demolition by reasonable means acceptable to the Code Enforcement Officer. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Town any permit for the temporary closing of such streets; in such event Contractor will place signage in compliance with the Manual on Uniform Traffic Control Devices.

- Disposing of all pavement removed from the Property;
- Disposing of all concrete and brick;
- Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Town.
- The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, demolition means, methods, techniques, sequences and procedures.
- The Contractor shall confine operations at the demolition site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract, and shall not unreasonably encumber the site with materials or equipment.
- The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of workers (including subcontractors hired by Contractor), the Town, employees, and the public, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Contractor shall promptly eliminate or abate safety hazards created by or otherwise resulting from performance of the work.



TOWN OF OXFORD
127 Pottle Road
Oxford, ME 04270
(207) 539-4431

**BID SHEET – DEMOLITION OF DANGEROUS BUILDING –
260 KING STREET**

BIDDER INFORMATION

Bidder Name

Bidder Contact Person

Bidder Street Address or PO Box

Bidder Telephone Number

Bidder Town/City, State, ZIP Code

Bidder Cellular Telephone Number

Bidder Email address

Bidder Tax I.D. #

The Bidder is organized under the laws of the State of: Maine Other [check one]
(State, if Other: _____) as the following type of business organization.

- () individual () corporation () partnership
() limited liability company () joint venture () other: _____

OFFER

The Bidder hereby offers to demolish and remove the dangerous building located at 260 King Street, Oxford, Maine including all components, fixtures, and personal property remaining therein, and return the subject property to its predevelopment state, for the price of:

TOTAL PRICE \$ _____

TOTAL PRICE IN WORDS:

_____ **DOLLARS**
(Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply)

*****Bids must be received no later than 2:00 PM June 3, 2024 *****

Other information the Bidder wishes considered:

By signing below, the Bidder (1) represents that the Bidder has examined the "Invitation to Bid – Demolition of Dangerous Building – 260 King Street," and has sufficient knowledge to properly price the bid; (2) represents that the Bidder has given the Town of Oxford notice of any errors or ambiguities related to the documents that have been discovered by the Bidder; and (3) agrees to supply the services in strict accordance with the terms and conditions of the Model Agreement attached thereto, the execution of which is an express condition of the acceptance of any bid by the Town.

Authorized Signature of Bidder

[Name & Title of Person Signing - Printed or Typed]

**TOWN OF OXFORD, MAINE
SELECT BOARD**

**Re: Premises at 260 King Street, Oxford, Maine
Tax Map U06, Lot 011**

ORDER OF DEMOLITION PURSUANT TO 17 M.R.S. §§ 2851-2859

Notice having been given to LEON E. MORSE and all other persons and entities having an interest in the premises situated at 260 King Street in Oxford, Maine, described as Lot 011 on Tax Map U06, a copy of which is on file at the Oxford Town Office, and more particularly described in a deed from Joseph V. Dobbins to Leon E. Morse and Sally A. Morse, dated August 6, 1986 and recorded in the Oxford County Registry of Deeds in Book 1412, Page 053 (the "Property");

Notice also having been given to (1) the State of Maine (Maine Revenue Services), holder of a State tax lien against Leon E. Morse dated February 5, 2023, and recorded in the said Registry in Book 5740, Page 335; and (2) Jason Dionne, Esq., in his capacity as Attorney-in-Fact of the Estate of Herman Card, holder of a judgment lien against Leon Morse dated March 17, 2015, and recorded in the said Registry in Book 5215, Page 2;

A hearing having been duly held by the Select Board at the Oxford Town Office on January 18, 2024; and

The structure located on said Property having been adjudged to be structurally unsafe; unstable; unsanitary; constituting a fire hazard; unsuitable and improper for the use or occupancy to which they have been put; constituting a hazard to health and safety because of inadequate maintenance, dilapidation, obsolescence, or abandonment; and otherwise dangerous to life and property within the meaning of 17 M.R.S. § 2851 and beyond repair, for the reasons set forth in the findings and conclusions attached as Exhibit A and incorporated herein;

Now, therefore, it is hereby **ORDERED** that the structure located on the Property be removed within 90 days from the date of this Order, that the removal comply with all State and local requirements, and that the premises be left in a safe and sanitary condition or that the nuisance be abated in a manner satisfactory to the Town within 90 days from the date of this Order;

It is further **ORDERED** that the Town Clerk cause attested copies of this Order to be served upon the persons and interest holders above-named as required by law;

It is further **ORDERED** that, if this Order is not complied with, then the Select Board or its designee is authorized to cause the removal of the said structure described herein and to


bill the owner for the cost of all expenses incurred by the Town, which bill must be paid within 30 days after demand; and


It is further **ORDERED** that in the event the owner does not pay the Town for its expenses within 30 days after demand, a special tax shall be assessed on the premises described as Tax Map U06, Lot 011 and located at 260 King Street, for all expenses as defined in 17 M.R.S. § 2853, incurred by the Town in connection with the removal of the said structure and/or the abatement of the nuisance.

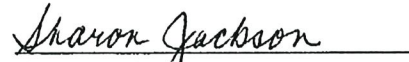
Dated: January 18, 2024

TOWN OF OXFORD
SELECT BOARD


Dana Dillingham, Chair


Scott Hunter, Vice-Chair


Caldwell Jackson


Sharon Jackson


Floyd Thayer

ATTESTED:

Wendy J. Friberg
Town Clerk

January 18, 2024

EXHIBIT A

**TOWN OF OXFORD
SELECT BOARD
FINDINGS OF FACT
DANGEROUS BUILDING HEARING
260 KING STREET (TAX MAP U06, LOT 011)
January 18, 2024**

1. On November 2, 2023, the Town of Oxford Select Board voted to set a public hearing under the Dangerous Building Statute (17 M.R.S. §§ 2851-2859) for January 18, 2024 to determine whether the property located at 260 King Street in Oxford, Maine (the "Property") is dangerous or a nuisance as defined in 17 M.R.S. § 2851(2-A).
2. The Property is described as Lot 011 on Tax Map U06, a copy of which is on file at the Oxford Town Office, and is more particularly described in a deed from Joseph V. Dobbins to Leon E. Morse and Sally A. Morse, dated August 6, 1986 and recorded in the Oxford County Registry of Deeds in Book 1412, Page 053.
3. The owner of the Property is subject to (1) the State tax lien of the State of Maine (Maine Revenue Services), dated February 5, 2023, and recorded in the said Registry in Book 5740, Page 335; and (2) the judgment lien of Estate of Herman Card dated March 17, 2015, and recorded in the said Registry in Book 5215, Page 2.
4. The record owner of the Property is Leon E. Morse, and notice of the January 18, 2024 public hearing was served on him at his residence, 18 Summer Street, Norway, Maine, on November 27, 2023.
5. An attested copy of the Notice of Hearing was recorded in the Oxford County Registry of Deeds in Book 5787, Page 354, as required by 17 M.R.S. § 2857.
6. Jerome Gerard accepted service of the Notice of Hearing on behalf of the State of Maine (Maine Revenue Services) on November 28, 2023.
7. Jason Dionne, Esq. accepted service of the Notice of Hearing on behalf of the Estate of Herman Card on November 27, 2023.
7. On January 18, 2024, the Select Board held the public hearing provided for in 17 M.R.S. § 2851. The Select Board was represented by Mark A. Bower, Esq.
8. Select Board Members Dana Dillingham, Scott Hunter, Caldwell Jackson, Sharon Jackson and Floyd Thayer were in attendance and participated in consideration of this matter.
9. During the hearing, the Select Board heard testimony from the following individuals:
 - a. Code Enforcement Officer Kingston Brown testified regarding his personal knowledge of the condition of the building resulting from his inspection of the Property on various occasions. He provided the Select Board with copies of various

notices of violation related to the Property, demonstrating its state of disrepair, including: (1) Notice of Violation of Property Maintenance Ordinance and State statute, dated August 16, 2022; (2) Second Notice of Violation, dated October 5, 2022; (3) Third Notice of Violation, dated May 24, 2023; and (4) Consent to Inspect Dangerous Building, dated August 16, 2023. The CEO testified that one of the notices of violation were appealed to the Board of Appeals. He concluded that, in his opinion as a certified code professional, the building on the Property is a dangerous building under the meaning set forth in 17 M.R.S. § 2851.

- b. James A. Thibodeau, P.E., of Associated Design Partners Inc., testified that he was engaged by the Town to inspect the Property and structure and prepare a report on the condition of the building. (He had previously prepared a report in 2014, at which time he concluded that the building on the Property was a dangerous building.) Mr. Thibodeau's report, dated September 28, 2023, is stamped by him as a professional engineer and included in the record. He testified that his inspection on August 30, 2023 revealed numerous deficiencies in the structural integrity of the building, including mold contamination, vermin excrement, and contaminated debris. He testified that the entire living room floor is sagging, which indicates rot and deterioration of the entire floor framing assembly, and likely are caused by unmitigated roof leaks resulting in significant water damage. He further testified that there is evidence of significant vermin infestation, including rotting carcasses and feces in multiple locations. Most significantly, the post and beam structure has various locations of rotted timber connections and deterioration of the wood timbers, rendering the building structurally inadequate and unsound and in imminent danger of collapse, in his professional opinion. Finally, the rear porch roof is collapsed, leaving an unobstructed opening into the building, and the front porch is structurally compromised due to rot, deterioration and earth settlement. His ultimate recommendation is to carry out the condemnation and demolition of the building because it is an unsafe residential structure not economically feasible for cleaning, repair and/or restoration, and is not safe for human habitation.
- c. Claudette Pierce, adjacent neighbor, testified that she has been impacted by the Property since at least 2014. She testified that the value of her own property has been significantly diminished by the condition of Mr. Morse's property, and that she has been unable to sell her property in the past.

10. Based on the totality of the evidence presented at hearing, the Select Board determines that:

- a. The building located on the Property is a total loss, due to significant deterioration and obsolescence resulting in deferred maintenance and lack of needed repairs and the risk of collapse. In its current state, it is uninhabitable and therefore not fit for the purpose for which it is intended. The single-family home's state also makes it an attractive nuisance for the community, further encouraging and proliferating illegal activity.

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- b. The continued presence of vermin on the Property, exacerbated by the Property's condition, presents an immediate hazard to public health and safety, as the same are known to carry communicable disease.

BASED UPON THE ABOVE FINDINGS, the Oxford Select Board concludes that the building located at 260 King Street is structurally unsafe; unstable; unsanitary; constitutes a fire hazard; is unsuitable and improper for the use or occupancy to which the building has been put; constitutes a hazard to health and safety because of inadequate maintenance, dilapidation, obsolescence, or abandonment; and is otherwise dangerous to life and property within the meaning of 17 M.R.S. § 2851 and is beyond repair.

These findings and conclusions shall be appended to and incorporated into the Demolition Order dated January 18, 2024.