

MAR 09 2015

STATE OF MAINE
CUMBERLAND, ss.

DISTRICT COURT
CIVIL ACTION
DOCKET NO. CV-15-44

CITY OF PORTLAND, a body politic and)
Corporate, located in the County of)
Cumberland and State of Maine,)

Plaintiff)

v.)

GREGORY J. NISBET, an adult individual)
resident of Portland, County of Cumberland,)
State of Maine)

Defendant)

**CONSENT DECREE
AND COURT ORDER
(M.R. CIV. P. 80K)**

NOW COME the parties in the above-captioned case and stipulate and consent to judgment as follows:

1. Plaintiff, the City of Portland (“the City”), is a municipal corporation under the laws of the State of Maine.
2. Defendant, Gregory J. Nisbet, (“Nisbet”) is a resident of the City and currently owns property located at 186-192 Dartmouth Street (“the Property”) within the City.
3. Both parties consent to the filing of this Consent Decree and issuance of this Order pursuant to M.R. Civ. P. 80K and waive any requirements of service of process, formal citation, and any other jurisdictional issues; it being the intent of the parties to fully vest this Court with jurisdiction over the matters contained herein. This Decree and Order is for the purposes of resolving and settling violations of the City of Portland’s Code of Ordinances (“the Code”) with regard to the Property.
4. Nisbet consents to the entry of Judgment in favor of the City, and waives any right to appeal such judgment.
5. A Temporary Restraining Order and Preliminary Injunction were GRANTED by this Court on February 9, 2015. All provisions of the Temporary Restraining Order and Preliminary Injunction remain in effect. This Order is intended to supplement the Temporary Restraining Order and Preliminary Injunction.

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6. Nisbet and/or the tenants of the Property shall remove all locks placed on all doors to individual rooms within the Property by **5:00 P.M. Monday, March 9, 2015**. Nisbet shall not place or permit the placement of locks on doors to individual rooms. In regard to 186 Dartmouth Street, Nisbet shall ensure 186 Dartmouth Street is rented and used as a Two-Family Dwelling and not as a Lodging or Rooming House as defined by the National Fire Protection Association's 2009 Life Safety Code. In regard to 188 Dartmouth, Nisbet has no plans to re-rent the premises at this time and shall have it secured and winterized through the winter season. Nisbet shall not be permitted under any circumstance to rent the 188 portion of the building for any purpose without the approval of the City. Nisbet agrees to permit agents of the City to enter the Property to verify compliance with this Agreement. In the event the City must initiate any action to enforce the terms of this Decree and Order, it will be entitled to attorney's fees and costs accrued in the successful prosecution of the action. Except for circumstances in which the Property is unfit for human habitation pursuant to City of Portland Code § 6-120, the City must provide Nisbet ten (10) days written notice to cure a violation of this Consent Decree prior to initiating an enforcement action to be entitled to attorney's fees and costs.

7. Additionally, Nisbet agrees to:

- a. clean-up the Property including removal of all accumulated garbage, rubbish and debris on or before **5:00 P.M. Monday, March 9, 2015**, and thereafter ensure that the Property remains free of the accumulation of trash and debris;
- b. obtain a written and signed certification from a Maine Licensed Master Electrician verifying that said electrical systems are in safe working order on or before **5:00 P.M. Monday, March 16, 2015**;
- c. install a sprinkler head over the boiler located in the 186 side of the Property on or before **5:00 P.M. Monday, March 9, 2015**;
- d. ensure that all smoke alarms are functioning, maintained and in place by **5:00 P.M., Monday, March 9, 2015**;
- e. repair and/or replace the detached electrical socket in the basement of the 186 side of the Property on or before **5:00 P.M. Monday, March 16, 2015**;
- f. require and maintain copies of written lease agreements for any and all future tenants of the Property and provide copies of said leases to the City on demand. Plaintiff and Defendant acknowledge that the current tenants of 186 Dartmouth are tenants at will and are not subject to lease(s). Accordingly, a list of the current tenants at 186 Dartmouth shall be provided to the City by 5:00 P.M. Monday, March 9, 2015. Replacement or substitution of one (1) or more of the current tenants at 186 Dartmouth Street shall require all tenants to sign a written lease agreement which shall be provided to the City. This provision does not preclude the Property from being rented to tenants at will, such agreement, however, shall be in writing.;


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- g. implement a City-approved tenant screening process including background checks for any and all prospective tenants of the Property and maintain copies of said background checks to be provided to the City upon demand.
- h. permit agents of the City to enter the Property to verify compliance with this Agreement. In the event the City must initiate any action to enforce the terms of this Decree and Order, it will be entitled to attorney's fees and costs accrued in the successful prosecution of the action. Except for circumstances in which the Property is unfit for human habitation pursuant to City of Portland Code § 6-120, the City must provide Nisbet ten (10) days written notice to cure a violation of this Consent Decree prior to initiating an enforcement action to be entitled to attorney's fees and costs.

8. Nisbet consulted with counsel and fully reviewed this document and the Citation and Complaint.

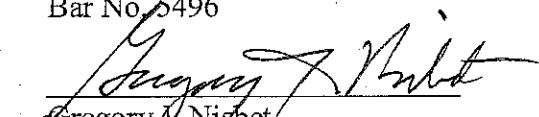
9. Nisbet shall not be obligated under the terms and conditions of this Consent Decree if he is denied and relieved of possession and control of the Property by any Order of a Bankruptcy Court, District Court or Superior Court appointing a trustee or receiver to be in possession and control of the Property or if title to the Property is conveyed to another person or entity through any bankruptcy proceeding, foreclosure proceeding, deed in lieu of foreclosure, foreclosure sale or private sale of the premises.

Dated: March 9, 2015.


 Adam R. Lee, Esq.
 Associate Corporation Counsel
 Bar No. 4143

Richard M. Bianculli Jr., Esq.
Neighborhood Prosecutor
Bar No. 5496

Dated: March 5, 2015.


 Gregory V. Nisbet

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

March 5, 2015

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Personally appeared the above-named Gregory J. Nisbet, and made oath that he fully understand the terms of the foregoing Agreement and that said Agreement was signed by him of his own volition.

Before me,

Bridget Chamberlain
Notary Public/~~Attorney-at-Law~~

BRIDGET CHAMBERLAIN
Notary Public, Maine
My Commission Expires February 16, 2016

THE ABOVE ORDER IS APPROVED:

Dated: 3/9, 2015

Paul Egge
Judge, Maine District Court