CITY OF PORTLAND FIRE PREVENTION BUREAU

380 Congress Street, Portland, Maine 04101 fireprevention@portlandmaine.gov (207) 874-8400

NOTICE OF VIOLATION AND ORDER TO CORRECT

Evergreen Credit Union PO BOX 1038 Portland ME 04104 March 15, 2018

Location	CBL	Inspection Date
225 RIVERSIDE ST	268 B015001	2/6/2018
Inspector	Inspection Type	Status
John Hardy, Iii	FP Routine Inspection	Violations Exist

The City of Portland Fire Department inspected this property, and found the fire and life safety code violations listed below, which you are hereby ordered to correct. You must propose a date of completion to remedy each violation, a final date of completion, and a date of re-inspection.

You must send this form to the Fire Prevention Bureau no later than 3/30/2018.

Your failure to submit a plan of action by the date provided, or to correct any violation within the applicable time frame, may result in legal action against you, the imposition of civil penalties, and the pursuit of other legal remedies.

Violation	Proposed Date of Completion
NFPA 1- 1.12.5.13 FIRE ALARM INSPECTION STICKER REQUIRED; Permits shall be issued by the AHJ and shall bear the name and signature of the AHJ or that of the AHJ's designated representative. In addition, the permit shall indicate the following: (1) Operation or activities for which the permit is issued (2) Address or location where the operation or activity is to be conducted (3) Name and address of the permittee (4) Permit number and date of issuance (5) Period of validity of the permit (6) Inspection requirements and other permit conditions	2/26/18
FINAL DATE OF COMPLETED VIOLATION(S) See ATTACHED	2/26/18
FIRE PREVENTION BUREAU RE-INSPECTION OF COMPLETED VIOLATION(S)	//

The Bureau reserves the right to reject or modify any proposed plan of action, and may require evidence of sufficient financial and technical capacity to complete the proposed plan. Please contact the Bureau with any questions.

VIOLATOR CERTIFICATION

Date

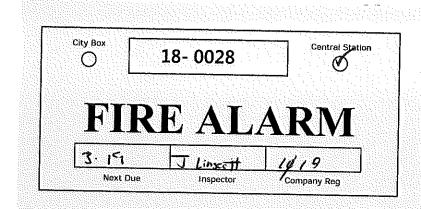
I agree to remedy the violations listed within the timeframes provided. If I require additional time to comply, I understand that I must contact the Fire Prevention Bureau <u>prior to the deadline</u> to request an extension, which is entirely within the Bureau's discretion to grant or deny.

I further understand that it is my responsibility to schedule a reinspection of my property once the violations have been remedied to do so. My failure to schedule a reinspection shall be deemed an admission that the violations have not been remedied.

If I fail to comply with this agreement, I understand that I am liable for penalties pursuant to the City of

Fire Prevention Bureau

Portland Code of Ordinances §§ I	1-15 and 10-25, and 30-A M.R.S. § 4452 and may be subject to further legal
action.	λ .
3/26/18	-allunt
Date	Responsible Party
Date	Responsible Party
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TUCO SimplexGrinnell

Safer. Smarter. Tyco.™

FIRE ALARM TEST/INSTALLATION ACKNOWLEDGEMENT

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1. Limitation Of Liability; Limitations Of Remedy, It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Gustomer and that amounts payable to Company herounder are based upon the value of the services and the scope of liability set forth in this Service Request and are unrelated to the value of the Gustomor's properly and the properly of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or filmess for a particular purpose that equipment or services supplied by Company will detect or evert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Service Request. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found fiable for any loss, damage or injury arising from a failure of the equipment or service in any respect; Company's liability shall be limited to an amount equal to the Service Request price (as increased by the price for any additional work) or where the time and material payment term is selected, Gustomer's time and material payments to Company. Where this Service Request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive, If Customer desires Company to assume greater liability, the parties shall amend this Service Request by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interprefed to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUS-TOMER OR ANY THIRD PARTY, COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUY NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Service Request shall inure to the honefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

2. Limited Warranty, COMPANY WARRANTS THAT ITS WORKMAN-SHIP AND MATERIAL FURNISHED UNDER THIS SERVICE REQUEST WILL BE FREE FROM DEFECTS FOR A PERIOD OF MINETY (90) DAYS FROM THE DATE OF FURNISHING, Where Company provides product or equipment of others, Company will warrent the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPA-NY DISCLAIMS ALL-WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PROD-UCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUN-DER, COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERV-ICES PERFORMED UNDER THIS SERVICE REQUEST, THAT COM-PANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1099.

3. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, ansing from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Gustomer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, fort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

- 4. Hazardous Materials. Customer represents that, except to the extent that Company has been given written natice of the following hazards prior to the execution of this Service Request, to the best of Customer's knowledge there is no:
- "permit confined space," as defined by OSHA.
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk.
- asbestos, asbestos-containing material, formaldehyde or other
 potentially toxic or otherwise hazardous material contained in or on
 the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required
 to be performed under this Service Request.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Service Request does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

- 5. Equipment Disconnections. This represents Company's notice to you that the system(s)/device(s) listed on the face of this Service Bequest as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report occurrences or transmit signals.
- 6. General, Unless otherwise specified, work shall be done between the hours of 8:00 AM and 5:00 PM, exclusive of Saturdays. Sundays and Company holidays. All work is subject to review and rehilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobadience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this Service Request shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

Simplex Grinnell

FIRE ALARM INSPECTION REPORT

Performed in Accordance with Applicable National Fire Protection Association Standards

February 2018 Inspection

PREPARED FOR

Tim Verrault Evergreen Credit Union 225 Riverside Street Portland, ME 04103 (207) 221-5000 ext 347

02/26/2018

SimplexGrinnell

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SimplexGrinnell FIRE ALARM INSPECTION REPORT

SITE: Evergreen Credit Union

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Tim Verrault Evergreen Credit Union 225 Riverside Street Portland, ME 04103

Thank you for choosing SimplexGrinnell as the provider of your Fire Alarm Inspection services, which were completed on February 26, 2018.

SIMPLEXGRINNELL PERFORMED THE ANNUAL TEST AND INSPECTION OF THE FIRE ALARM SYSTEM LOCATED AT EVERGREEN CREDIT UNION.

SMOKE DETECTORS, MANUAL PULL STATIONS, AND DUCT SMOKE DETECTORS WERE TESTED FOR ALARM INITIATION.

ELEVATOR RECALL WAS TESTED IN CONJUNCTION WITH MAINE STATE ELEVATOR. PRIMARY AND ALTERNATE RECALL OPERATED PROPERLY.

ALL DUCT DETECTORS PERFORMED AIR HANDLER SHUTDOWN, EXCEPT SECOND FLOOR FRONT LEFT DETECTOR WHICH IS NOT WIRED FOR SHUTDOWN (OTHER DETECTOR ON THIS UNIT PERFORMS SHUTDOWN/ NOT NEEDED).

AUDIO-VISUAL UNITS WERE TESTED BUILDING WIDE.

ALARM AND TROUBLE SIGNALS WERE SENT TO AND RECEIVED BY PROTECTION ONE'S CENTRAL STATION.

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Monitoring Agency:

Protection One

Central Station (877) 357-1808

Authority Having Jurisdiction:

Portland Fire Dept. Portland, ME 04103

Dispatch (207) 874-8576

Inspection Service:

SimplexGrinnell 30 Thomas Drive Westbrook, ME 04092 Phone: (207) 842-6440

License No.:

Service Mgr: Vicky Allen, Service Supv.

Service Sales: Ryan Hunt Inspector: John Linscott

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CONTROL PANEL/CENTRAL PROCESSING UNIT

Simplex 4005-9101 Serial # H5970130

Building: EvergreenCreditUnion Floor: 1st Area: Boiler Room (exterior)

Test Performed	Result	<u>Value</u>	<u>Notes</u>
Voltage w/ Charger	Passed	27.7	
Voltage w/o Charger	Passed	24.9	
Battery % of Charge	Passed		
Battery Age Check	Passed		
Zone Trouble	Passed		
Signal Trouble	Passed		
Type Signal Circuit	Passed		
AC Input Voltage	Passed	120.0	
Earth Detection	Passed		
Lamps/LED Test	Passed		
Drill Switch	Not Applicable		
Control Function(s)	Passed		

ALARM INITIATING DEVICES

SUMMARY TEST RESULTS

Dev. Type	<u>Description</u>	Total	Number <u>Tested</u>	Number <u>Failed</u>	Number <u>Not Tested</u>
DSD	Duct Smoke Detector	(3) 45	4/3/8	0	0
PSD	Photo Smoke Detector	43		0	0
PSSA	Pull Station-Single Action	8		0	0

DETAIL TEST RESULTS

Dev <u>Tvpe</u>	Building	<u>Floor</u>	Area	Cust <u>Zone</u>	Cust <u>Dev#</u>	Address/ Zone No.	Service Performed	Test <u>Result</u>
DSD	EvergreenCreditUnion	1st	Boiler Room Front (Exterior)	3			Tested	Passed
DSD	EvergreenCreditUnion		Boiler Room Rear (Exterior)	3			Tested	Passed
PSD	EvergreenCreditUnion	1st	Elevator Lobby	1			Tested	Passed
PSD	EvergreenCreditUnion	. lst	Elevator Machine Room	. 2			Tested	Passed
	-			Should be Mo	ved/Relo	cated		
PSSA	EvergreenCreditUnion	. 1st	Employee Entry	1			Tested	Passed
PSSA	EvergreenCreditUnion	1st	Lobby Exit	1			Tested	Passed
PSSA	EvergreenCreditUnion	. 1st	Office Area on Column	1			Tested	Passed
PSD	EvergreenCreditUnion	2nd	Elevator Lobby	4			Tested	Passed
PSSA	EvergreenCreditUnion	2nd	Hall near Mechanical Room	4			Tested	Passed
PSSA	EvergreenCreditUnion	2nd	Main Office Area	4			Tested	Passed
PSSA	EvergreenCreditUnion	2nd	Main Office Area Exit to North Hall	4			Tested	Passed
DSD	EvergreenCreditUnion	2nd	Mechanical Room (front left)	5			Tested	Passed
	_			Not Wired for	r AHU SI	nutdown		
DSD	EvergreenCreditUnion	2nd	Mechanical Room (front right)	5			Tested	Passed
DSD	EvergreenCreditUnion	2nd	Mechanical Room (rear)	5			Tested	Passed
PSSA	EvergreenCreditUnion	2nd	North Stair Exit	4			Tested	Passed
PSSA	EvergreenCreditUnion	2nd	Stair Exit @ Elevator	4			Tested	Passed
Ps	n 188 Boller	Пт	(di)	1 7	a < > mal)		



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ALARM INDICATING DEVICES

SUMMARY TEST RESULTS

Dev. <u>Type</u>	<u>Description</u>	<u>Total</u>	Number <u>Tested</u>	Number <u>Failed</u>	Number Not Tested
A/V	Audio/Visual Signal Device	7	7	0	0
ANNC	Annunciator	1	1	0	0
VSIG	Visual Only Signal	11	11	0	0

DETAIL TEST RESULTS

Dev				Cust	Cust	Address/	Service	Test
Type	Building	<u>Floor</u>	Area	Zone 2	Dev#	Zone No.	<u>Performed</u>	Result
VSIG	EvergreenCreditUnion	1st	Employee Entry				Tested	Passed
VSIG	EvergreenCreditUnion	1st	Front Center Office				Tested	Passed
VSIG	EvergreenCreditUnion	1st	Hall near Restrooms				Tested	Passed
Α/V	EvergreenCreditUnion	1 st	Lobby Exit				Tested	Passed
ANNO	EvergreenCreditUnion	1 st	Main Entry Vestibule				Tested	Passed
VSIG	EvergreenCreditUnion	1 st	Men's Restroom				Tested	Passed
A/V	EvergreenCreditUnion	1st	Office Area on Column				Tested	Passed
VSIG	EvergreenCreditUnion	1 st	Teller Area Exit @ Copier				Tested	Passed
VSIG	EvergreenCreditUnion	$1 \mathrm{st}$	Women's Restroom				Tested	Passed
VSIG	EvergreenCreditUnion	2nd	Break Room		•		Tested	Passed
A/V	EvergreenCreditUnion	2nd	Elevator Lobby				Tested	Passed
A/V	EvergreenCreditUnion	2nd	Executive Office Area				Tested	Passed
A/V	EvergreenCreditUnion	2nd	Hall near Mechanical Room				Tested	Passed
VSIG	EvergreenCreditUnion	2nd	Large Conference Room				Tested	Passed
Α/V	EvergreenCreditUnion	2nd	Main Office Area (L)				Tested	Passed
A/V	EvergreenCreditUnion	2nd	Main Office Area (R)				Tested	Passed
VSIG	EvergreenCreditUnion	2nd	Men's Restroom				Tested	Passed
VSIG	EvergreenCreditUnion	2nd	Small Office near Break Room				Tested	Passed
VSIG	EvergreenCreditUnion	2nd	Women's Restroom				Tested	Passed

INSPECTION DEFICIENCIES SUMMARY

THERE WERE NO DEFICIENCIES NOTED DURING THIS INSPECTION

RECOMMENDATIONS

SMOKE DETECTOR IN ELEVATOR MACHINE ROOM BE RELOCATED TO CEILING PER CURRENT NFPA CODE (SHEETROCK CEILING).

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IF YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CONTACT

Vicky Allen, Service Supv. Branch Service Manager

Phone:

(207) 842-6440

Address:

30 Thomas Drive

Westbrook, ME 04092

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