

REGULAR MEETING

AGENDA

October 14, 2015

- 1. Roll Call
- 2. Pledge of Allegiance to the Flag
- 3. Public Forum of not more than 30 minutes (3 min. limit each speaker)
- 4. Meeting Notice
- 5. Reading of the Record
- 6. Reports:
 - a. City Manager’s Report
 - b. City Attorney’s Report
 - c. Other Official’s Report
 - d. Mayor’s Report

- 7. Licenses and Permits:
 - a. Liquor & Entertainment Licenses – Waterworks Restaurant
 - b. Liquor & Entertainment Licenses – Fog Bar & Café
 - c. Lodging House License – Trade Winds Motor Inn
 - d. License to Operate a Taxi Company – Schooner Bay Limo & Taxi
 - c. Conditional Entertainment License – Rock Harbor Pub & Brewery

- 8. Resolves:
 - #40 Commendation – David Kalloch City Council
 - #41 Commendation & Recognition – David Larrabee City Council
 - #42 Donations – Rockland Public Library City Council
 - #43 Appointment – COMPS Commission (M. Gifford) Mayor Isganitis

- 9. Ordinances in Final Reading and Public Hearing:
 - #24 Chapter 17, Sections 17-403 & 17-420 Shuffling (Post. 9/14/15) Councilor Pritchett
 - #32 Zoning Map Amendment – “B” to “T” Thomaston Street Mayor Isganitis
 - #33 Authorizing Quit Claim Deed – Sale of 35 Broadway Councilor Pritchett
 - #34 Chapter 2, Section 2-212 – Council Meeting Starting Time Councilor Clayton
 - #35 Authorizing Quit Claim Deed – Sale of 60 Merrill Drive Councilor Clayton
 - #36 Authorizing Quit Claim Deed – Sale of 99 West Meadow Road Councilor Pritchett
 - #37 Chapter 3, Article III Keeping of Domesticated Chickens Councilor Geiger
 - #38 Chapter 19, Section 19-304 Res A Zone Regs; Chickens Councilor Geiger
 - Public Hearing: Microenterprise Assistance Program Grant

- 10. Ordinances in First Reading:
 - #39 Authorizing Quit Claim Deed – Sale of 19 Franklin Street City Council
 - #40 Authorizing Quit Claim Deed – Sale of 15 Garden Avenue City Council
 - #41 Chapter 11, Section 11-210 Transient Res. Accommodations Mayor Isganitis
 - #42 Chapter 19, Secs. 19-302 & 19-309 Trans Res Accommodations Mayor Isganitis

- 11. Orders:
 - #81 Amending Harbor & Waterfront Fee Schedule City Manager

Executive Session pursuant to Title 1, M.R.S., Sec. 405(6)(A) which permits the discussion or consideration of evaluation of personnel, to hold a performance review of the City Manager.

- 12. Adjournment.

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE
270 Pleasant Street
Rockland, Maine 04841

Name of Applicant CJS CORPORATION Phone 594-6150

Address of Applicant 28 ELM STREET
ROCKLAND, MAINE 04841

Name of Business WATERWORKS RESTAURANT Phone 596-2753

Address of Business 7 LINDSEY STREET
ROCKLAND, MAINE 04841

Name of Property Owner (if different) REED JR & COPPOLA LLC

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor
 Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business RESTAURANT

Expiration of Current License 10/14/2015

Fee(s) Paid \$300.00 Date _____

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature VICKI FALES Date 10/2/15

Approved By: _____ License # _____

FBI DAK [Signature] Code Officer 10/8/15 Date

Approved Inspected; See Report

FBI DAK [Signature] Fire Inspector 10/8/15 Date

Approved Inspected; See Report

[Signature] Police Chief 10/2/15 Date

[Signature] City Clerk 10/8/15 Date

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE
270 Pleasant Street
Rockland, Maine 04841

Name of Applicant FOG INC. Phone 593-9371

Address of Applicant 328 MAIN STREET
ROCKLAND, MAINE 04841

Name of Business FOG BAR & CAFE Phone 593-9371

Address of Business 328 MAIN STREET
ROCKLAND, MAINE 04841

Name of Property Owner (if different) WARREN SEELIG & SHERYL GIBSON

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor
 Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business BAR & RESTAURANT

Expiration of Current License 10/24/2015

Fee(s) Paid \$300.00 Date _____

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature SHERYL GIBSON Date 10/2/15

Approved By: _____ License # _____

[Signature] Code Officer 10/9/15 Date
Approved _____ Inspected; See Report

[Signature] Fire Inspector 10/9/15 Date
Approved _____ Inspected; See Report

[Signature] Police Chief 10/2/15 Date

[Signature] City Clerk 10/9/15 Date

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE
270 Pleasant Street
Rockland, Maine 04841

Name of Applicant TRADE WINDS MOTOR INN CORP Phone 596-6661

Address of Applicant 2 PARK DRIVE
ROCKLAND, MAINE 04841

Name of Business TRADE WINDS MOTOR INN Phone 596-6661

Address of Business 2 PARK DRIVE
ROCKLAND, MAINE 04841

Name of Property Owner (if different) SAME

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor
 Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business LODGING HOUSE

Expiration of Current License 10/15/2015

Fee(s) Paid \$100.00 Date _____

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature ROBERT LIBERTY Date 10/2/15

Approved By: _____ License # _____

Approved _____ Inspected; See Report _____ Code Officer _____ Date _____

Approved _____ Inspected; See Report _____ Fire Inspector _____ Date _____

Police Chief 10/2/15 Date _____

City Clerk _____ Date _____

APPLICATION FOR TAXICAB LICENSE

City of Rockland, Maine
270 Pleasant Street
Rockland, Maine 04841

Office Use Only

Date:

Approved:

Police Chief

City Clerk

License #

Name of Applicant Chris Merritt Phone 542-1744

Address of Applicant 509 Rockland Street
Rockport, ME 04856

Name of Taxi Company Schooner Bay Taxi Phone 594-5000

Address of Taxi Company 509 Rockland Street Rockport, ME 04856

Other persons or entities having an interest in the company:

Table with 2 columns: Name, Address. Rows include Chris Merritt and Renita Merritt with their respective addresses in Rockport, ME.

(Use Separate Sheet, if necessary)

Has Applicant, or any interested party, been convicted of any of the following offenses in the last 5 years:

Criminal homicide; rape; aggravated assault; child molestation; sale or distribution of narcotic drugs, barbituric acid derivatives, and/or central nervous system stimulants; criminal solicitation or criminal attempt to commit any of the above; or any felony in the commission of which a motor vehicle was used. YES NO

If Yes, specify:

(Use Separate Sheet, if necessary)

Experience in Transportation of Passengers: Has the Applicant operated a mode of public conveyance previously?

X YES NO If YES, specify: Taxi Service in Rockland for 18 years

(Use Separate Sheet, if necessary)

Number of Taxicabs Owned By Applicant: 17 Number of Taxicabs to be Operated in City: 17

Fee: (\$50 per taxicab) \$ 850.00

Description:

Table with 5 columns: Make, Model, Year, VIN Number, Seating. Content: PLEASE SEE ATTACHED SHEET

(Use Separate Sheet, if necessary)

Certificate of Insurance: A certificate of insurance covering the business and all vehicles registered to the business must be submitted with this application. Certificate Submitted yes

The applicant hereby swears that the information contained in this application is true and correct to the best of his or her knowledge, and agrees to conform with the provisions of the Ordinance regulating the operation of taxicabs within the City of Rockland and such reasonable rules and regulations as may hereafter be adopted.

Applicant's Signature Chris Merritt

Date 10-2-15

PLATE NUMBER:	MAKE:	MODEL:	YEAR:	TYPE:	VIN:	SEATING:
H TAXI 3	TOYOTA	PRIUS	2008	SEDAN	JTDKB20U683320421	5
SCHBY 1	DODGE	GRAND CARAVAN	2011	MINIVAN	2D4RN3DGXBR627818	7
SCHBY 2	TOYOTA	SIENNA	2011	MINIVAN	5TDZK3DCXBS029707	7
SCHBY 3	TOYOTA	SIENNA	2011	MINIVAN	5TDZK3DC4BS124697	7
SCHBY 4	FORD	TAURUS	2010	SEDAN	1FAHP2DW9AAG107491	5
SCHBY 5	FORD	FUSION	2010	SEDAN	3FADP0L32AR322083	5
SCHBY 7	FORD	FREESTAR	2005	MINIVAN	2FMZA57605BA65329	6
SCHBY 8	TOYOTA	SIENNA	2011	MINIVAN	5TDZK3DC9BS091521	7
SCHBY 9	TOYOTA	SIENNA	2004	MINIVAN	5TDZA23C945058066	7
SCHBY 10	TOYOTA	SIENNA	2007	MINIVAN	5TD2K23CX7S025580	7
SCHBY 11	TOYOTA	SIENNA	2011	MINIVAN	5TDKZ3DC2BS125816	7
SCHBY 12	TOYOTA	SIENNA	2011	MINIVAN	5TDZK3DC9BS030542	7
SCHBY 13	FORD	FUSION	2012	SEDAN	3FAHP0JG8CR426040	5
SCHBY 14	KIA	OPTIMA	2011	SEDAN	KNAGM4A74B5110848	5
SCHBY 15	FORD	ECONOLINE	2013	15 PASS VAN	1FBSS3BL2DDA61509	15
SCHBY 16-	FORD	ECONOLINE	2014	12 PASS VAN	1FBNE30L7E0A08309	OFF-THE ROAD-
SCHBY 17	FORD	ECONOLINE	2014	15 PASS VAN	1FBSS3BL7EDA74399	15
SCHBY 19	LINCOLN	MKZ	2012	SEDAN	3LNHL2JC5CR829287	5

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE
270 Pleasant Street
Rockland, Maine 04841

Name of Applicant Daniel Pease Phone 207-701-7811

Address of Applicant P.O. Box 1594
Rockland, ME 04841

Name of Business Rock Harbor, Inc. Phone 207-593-7488

Address of Business 416 Main St.
Rockland, ME 04841

Name of Property Owner (if different) Willard + Cheryl Pease

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor
 Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business Restaurant

Expiration of Current License 11/10/15

Fee(s) Paid N/A Date _____

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature Daniel Pease Date 9/8/15

Approved By: _____ License # _____

[Signature] Code Officer 9/16/15 Date
 Approved Inspected; See Report

[Signature] Fire Inspector 10/5/15 Date
 Approved Inspected; See Report

[Signature] Police Chief 9/22/15 Date

[Signature] City Clerk 10/5/15 Date

**Rock Harbor Entertainment License (Special Amusement Permit) Conditions
Adopted 06/08/15**

A. Minimum Security Staffing And Reporting Requirements

A.1. After 9 PM on Friday and Saturday evenings, and after 9 PM on any evening Rock Harbor has live entertainment or digital audio entertainment such as a DJ but excluding programming delivered via TV, Juke Box, Radio, or internet music service, Rock Harbor shall have at least one staff person whose sole responsibility is maintaining security and code compliance at the doors and within Rock Harbor as well as monitoring activities around the perimeter of Rock Harbor.

A.2. Rock Harbor's security staff and managers shall maintain a log of all incidents at Rock Harbor including but not limited to: (1) people asked to leave Rock Harbor; (2) complaints received from patrons, abutters, or people in the area around Rock Harbor; (3) police calls; and (4) problems identified by Rock Harbor staff with people around the perimeter of Rock Harbor. This log shall include the date, time, nature of the incident, and number of people involved as well as what actions were taken by Rock Harbor staff. This log shall be provided to the City in the digital form specified by the City's Code Office on a monthly basis and made available when requested by a City Police Officer or a City Code Enforcement Officer.

B. Steps To Minimize Disruptive Sound Levels Extending Outside Of The Building Perimeter

B.1. Rock Harbor shall operate all aspects of its business in a manner that insures compliance with the City's noise limits.

B.2. Except when patrons are entering or leaving Rock Harbor the exterior doors shall be kept closed at all times when Rock Harbor has live entertainment or digital audio entertainment such as a DJ but excluding programming delivered via TV, Juke Box, Radio, or internet music service.

B.3. By 9/25/2015 Rock Harbor shall provide to the Code Office for review options for installing sound deadening materials or a sound barrier along the South Wall of the building on the first floor, as well as other floors, as well as providing analysis of the reduction in decibel levels this change would provide. Whether this option should be required would be considered as a part of the fall 2015 license renewal.

B.4. In addition to the requirement in B.3, Rock Harbor, at the company's discretion, may submit a list of management strategies such as limiting bands to the north side of building, acoustic only music or similar management strategies that Rock Harbor can demonstrate will, based on sound data collected at times when live entertainment was occurring in 2015, allow full compliance with the City's sound limits.

C. Sound Level Monitoring Requirements

C.1. Beginning at 9 PM on Friday and Saturday evenings as well as on any evening Rock Harbor has live entertainment or digital audio entertainment such as a DJ but excluding programming delivered via TV, Juke Box, Radio, or internet music service, Rock Harbor shall record and log in the incident log hourly sound data at locations and using procedures and equipment approved by the City's Code Office.

C.2. Rock Harbor shall also log sound data from all designated locations immediately after receiving a noise complaint if the activity potentially causing or contributing to the complaint is ongoing.

D. Required Notification To Patrons Regarding Smoking Regulations

D.1. Rock Harbor shall maintain clearly visible and readable signs inside and outside its two entrance doors and the service entrance stating the ban on smoking within 20 feet of the entrance to a building or an open window or the air intake to a building's ventilation system.

D.2. Security staff at Rock Harbor shall inform any people smoking around the perimeter of Rock Harbor, or known Rock Harbor patrons smoking around adjacent buildings, of the state law requirements.

E. Maintain Perimeter Around Rock Harbor

Rock Harbor shall daily inspect and clean the sidewalks around the facility and keep these areas clear of any trash or waste that might have originated with the Rock Harbor, its staff, or its patrons.

F. Failure To Comply With License Conditions

F.1. If Rock Harbor is found to not be in compliance with any provision of this license twice in one day or three times in any ten day period or four times in any thirty day period by either a law enforcement officer or the City's Code Enforcement staff, Rock Harbor's entertainment license shall automatically be suspended. The suspension shall be effective upon written notification to Rock Harbor by Rockland's City Manager.

F.2. Rock Harbor may appeal the suspension to City Council. City Council may sustain the appeal by revoking the license, re-instate the license with conditions to address the cause(s) of the suspension or overturn the license suspension. This suspension provision is in addition to, and not a replacement for, grounds for suspension or revocation in City Code or State Law.

G. Duration of License

The entertainment license shall expire on November 10, 2015. Rock Harbor shall file a renewal application that addresses any questions or complaints identified while this license is in effect no later than September 25th, 2015 or the date determined by the City Clerk that is necessary for the renewal to be complete for Council consideration at Council's 10/14/15 meeting.

09/16/15
15:33

Rockland Police Department
LAW Incident Table:

Page: 407
1

Incident

Incident Number: 15-004488 Nature: Nuisance
Case Number: Image:
Address= 416 Main St; Rock Harbor
City: Rockland State: ME ZIP: 04841
Area: RKL Contact:

Complainant

Numbr:
Last: Fst: Mid:
DOB: SSN: Adr
Race: Sx: Tel: Cty: ST: ZIP:

Details

Offense Codes: NC Reported: NC Observed: NC
Circumstances:
Rspndg Officers: Michael Freyer Kenneth Smith
Rspnsbl Officer: Kenneth Smith Agency: 0702 CAD Call ID: 682019
Received By: Kristin Wolfe Last RadLog: 23:19:06 06/20/15 CMPLT
How Received: T Telephone Clearance: SGT Sergeant Approved
When Reported: 23:16:18 06/20/15 Disposition: UNF Disp Date: 06/21/15
Occurrd between: 23:16:18 06/20/15 Judicial Sts:
and: 23:16:18 06/20/15 Misc Entry:
MO:

Narrative

Narrative: (See below)
Supplement:

=====

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CA	682019	06/20/15	23:16 06/20/15 Nuisance	*Initiating Call

LAW Incident Offenses Detail:

Seq Code	Offense Codes	Amount
1 NC	Not Classified	0.00

Narrative:

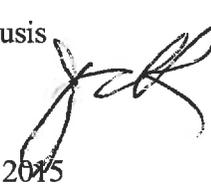
[REDACTED] is reporting the band still playing very loudly, complainant lives next door. Due to the increased hype around this Officer Freyer were in front of "Rock Harbor" and I was paying attention when this call came in. There is no violation.

Sgt. K. Smith

City of Rockland
Code Enforcement Office

Memo

To: City Manager Chaousis
From: John Root
CC: Dan Pease
Date: Friday, October 09, 2015
Re: Rock Harbor Conditional Entertainment License



Shortly after the conditional entertainment license was granted to Rock Harbor Pub & Brewery, I met with manager Molly Staples to measure noise while a band was playing. At the time they were working on purchasing a better noise meter and have since obtained one that is acceptable to the Code Office. On that evening, using the City's noise meter, we measured noise level at numerous locations, with doors opened and closed. We determined that while live music was playing, it was likely that all doors would have to be kept closed in order to not exceed noise levels.

Since then I have been contacted by a neighbor regarding loud music only one time, on July 23rd. When I arrived at the business, the music had stopped and there was no violation. The door had been left opened. Although Molly had been texted (she was asleep and did not realize it until later), neither Dan nor the restaurant had not been contacted during the incident. I met with Dan and Molly the next afternoon and stressed the importance of keeping the door closed during live entertainment. They assured me that it was an inadvertent mistake that they would meet with all their staff to reemphasize the need to be sure doors are closed during live entertainment. I have not received any calls since.

I met with Molly and Dan on September (at their request) to discuss compliance with the conditions of their license. I have copies of logs, which include information as specified in condition A. Rock Harbor has chosen to manage disruptive sound levels by management strategies, limiting bands to performing on the north side of the building and monitoring sound levels. Given the fact that I received only one call, it appears these strategies are working. The question came up regarding whether or not condition B.3 had to be implemented if B.4 was the chosen method of addressing noise levels, and it was working. I consulted with you and you felt that if B.4 was working, B.3 was not required.

In summary, I feel that Rock Harbor has met the conditions of their license.

CITY OF ROCKLAND, MAINE

RESOLVE #40

IN CITY COUNCIL

October 14, 2015

RESOLVE Commendation – David A. Kalloch

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT David A. Kalloch is hereby commended and congratulated for 26 years of service to the City of Rockland with the Code Enforcement Office and Transfer Station.

AND, be it further Resolved that a Plaque and a Certificate of Commendation be presented to Mr. Kalloch as a token of the City's appreciation for his years of service on the occasion of his retirement, and the City Council wishes him well in his future endeavors.

Sponsor: City Council

Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #41

IN CITY COUNCIL

October 14, 2015

RESOLVE Recognition and Commendation – David A. Larrabee

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT David A. Larrabee is hereby commended and congratulated for 28 years of dedicated service to the City of Rockland as a member of the Rockland Public Works/Services Department; and

THAT David A. Larrabee is hereby recognized for his outstanding performance of the duties of Interim Public Work/Services Foreman;

AND, be it further Resolved that a Plaque, a Certificate of Commendation and a Certificate of Recognition be presented to Mr. Larrabee as a token of the City's appreciation for his service to the Community.

Sponsor: City Council

Originator: City Council

MEMORANDUM

To: Mayor Isganitis and City Councilors
From: James D Chaousis II, City Manager
Date: October 9th, 2015
Re: Commendation- David Larrabee

I have requested that the Rockland City Council recognize David Larrabee for his efforts to the City and his long overlooked tenure for the City. Please let me explain the importance of recognizing his efforts.

Dave Larrabee has served as the Interim Foreman for the City's Public Works Department, Transfer Station, and eventually the combined Department of Public Services. Dave assumed this responsibility when the position was vacated by injury. He never shirked the added pressure and workload but assumed the role very pragmatically. His humble and modest approach overshadowed the size of the task.

During his tenure as Interim Public Works Foreman David was handed some very serious challenges. A devastating winter would have been a challenge for a seasoned foreman, in any year. Snow removal services last winter were done well and the public enjoyed safe streets without knowledge of the challenges.

Also during his tenure, the Public Works Director resigned and the merger of the Transfer Station Department and Public Works Department were executed. Once again, another day at work for Dave Larrabee. From firsthand account I can testify to the difficulty of recruiting people to do the job that Dave had inherited without concern. I am very impressed with his ability during this period.

While working closely with Dave, I learned that he has never been recognized for his length of service. As I explained previously, David would never bring attention to this major misstep himself. He is the epitome of a hardworking Maine farmer, that almost avoids recognition, but he has proudly served the City for 28 years. That is an accomplishment deserving recognition.

Dave Larrabee started working for the City of Rockland in 1987. In 1993 he was promoted to Heavy Equipment Operator. He assumed the Interim Foreman position in 2013 and he continues to be the most experienced equipment operator that the City has.

The City recognizes heroic efforts of Firefighters, Police Officers, and other emergency workers often. Public Services employees are usually, literally, plowing the path forward to keep our City safe. Dave Larrabee has demonstrated the best qualities of the public employees that we rely on daily. He has done it too long without recognition and I respectfully request that the City recognize him formally.

CITY OF ROCKLAND, MAINE

RESOLVE #42

IN CITY COUNCIL

October 14, 2015

RESOLVE Accepting Donations - Library

WHEREAS, the Friends of the Rockland Public Library donated \$2,200.48 to the Rockland Public Library for 193 children's titles to be added to the Library's Children's collection, a Season Vehicle Pass through the end of 2016 for Maine State Parks valued at \$70.00, 4 passes to the Farnsworth Art Museum valued at \$300.00, and \$2,160.00 for the annual fee for delivery services for interlibrary loans, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, the Rockland Public Library Endowment Association donated \$1,757.43 to the Rockland Public Library for landscaping services and for an education supplement ad in the Free Press, and \$224.91 for online program from Cypress Information Services, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, Kyrill Schabert and Anthony Oppersdorff, dba Best Nature Sites Vol. 2, of Jefferson Maine, donated \$68.00 to the Rockland Public Library, which represents 40% of the proceeds from the sale of books at a recent Library program, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, Katherine Snow, of Jefferson, Maine, donated \$200.00 to the Rockland Public Library, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003);

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City gratefully accepts these donations and directs that a letter of thanks be sent to each donor in recognition of their generous donations.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #43

IN CITY COUNCIL

October 14, 2015

RESOLVE Appointment -- Comprehensive Planning Commission

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Mayor's appointment of Alternate Member Michelle Gifford to a Full Member of the Comprehensive Planning Commission to fill a vacancy on the Commission is hereby confirmed. Ms. Gifford shall serve until that term expires in 2015.

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #24
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Violations of Parking Ordinance – Shuffling or Relocating

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 17, Traffic & Vehicles, SECTION 17-403 & 17-420 Violations of Parking Ordinance; Schedule of Fines & Waiver Fees, BE AMENDED AS FOLLOWS:

Sec. 17-403 Violations of Parking Ordinance

Overtime Parking and Shuffling, Relocating Vehicles, or Removing Chalk to Avoid Penalties. When signs are erected in each block giving notice thereof, no person shall park a vehicle upon any of the streets or parts of the streets described in Section 17-802 for a longer period than so specified in that Section. No person shall relocate or move a vehicle in order to avoid a violation of the parking time limit. The following action shall be considered prima facie evidence of such prohibited conduct when observed by a law, or parking enforcement officer: when a person removes or obscures chalk marks placed by an officer, or moves or relocates a vehicle which has been parked less than the posted time limit from a time limited parking space and then returns to the same parking space or moves to a parking space within 500 feet of that same parking space, as measured along the street, within five twenty minutes of the time that the initial parking space was vacated. Such shuffling or relocating shall constitute overtime parking for the purposes of this section with the higher shuffling fines and waiver fees. Overtime parking is a violation of this Article, and shall be subject to the fines set forth in this Section. Each two hours of overtime parking shall constitute a separate offense.

* * * * *

Sec. 17-420 Violations of Parking Ordinance

4. Schedule of Fines and Waiver Fees:

Sec.	Parking Violation	Fines Pursuant to Sec. 17-420(1)		Initial Waiver Fee if Paid w/in 30 Days of Violation	Waiver Fee after 30 day Initial Waiver Fee but before Summons Issued
		Min.	Max.		
17-401	Stopping, Standing or Parking Prohibited in Specific Places	\$50	\$100	\$20	\$40
17-402	Parking Prohibited At All Times on Certain Streets or Lots	\$50	\$100	\$20	\$40
17-403	Overtime Parking (NOTE: Each 2 hrs. of over time parking constitutes a separate offense) Shuffling or Relocating	\$50	\$100	\$10	\$20
		\$50	\$100	\$25	\$50
[Remainder of schedule is unchanged]					

First Reading 8/10/15
 First Publication 8/20/15
 Public Hearing 9/14/15
 Final Passage _____
 Second Publication _____
 Effective Date _____

Sponsor: Councilor Pritchett
 Originator: Parking Committee

Postponed 9/14/15 to 10/14/15

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #32
IN CITY COUNCIL**

September 14, 2015

ORDINANCE AMENDMENT Amending Zoning Map – Thomaston Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, the Official Zoning Map of the City of Rockland, Maine, be and hereby is amended as follows:

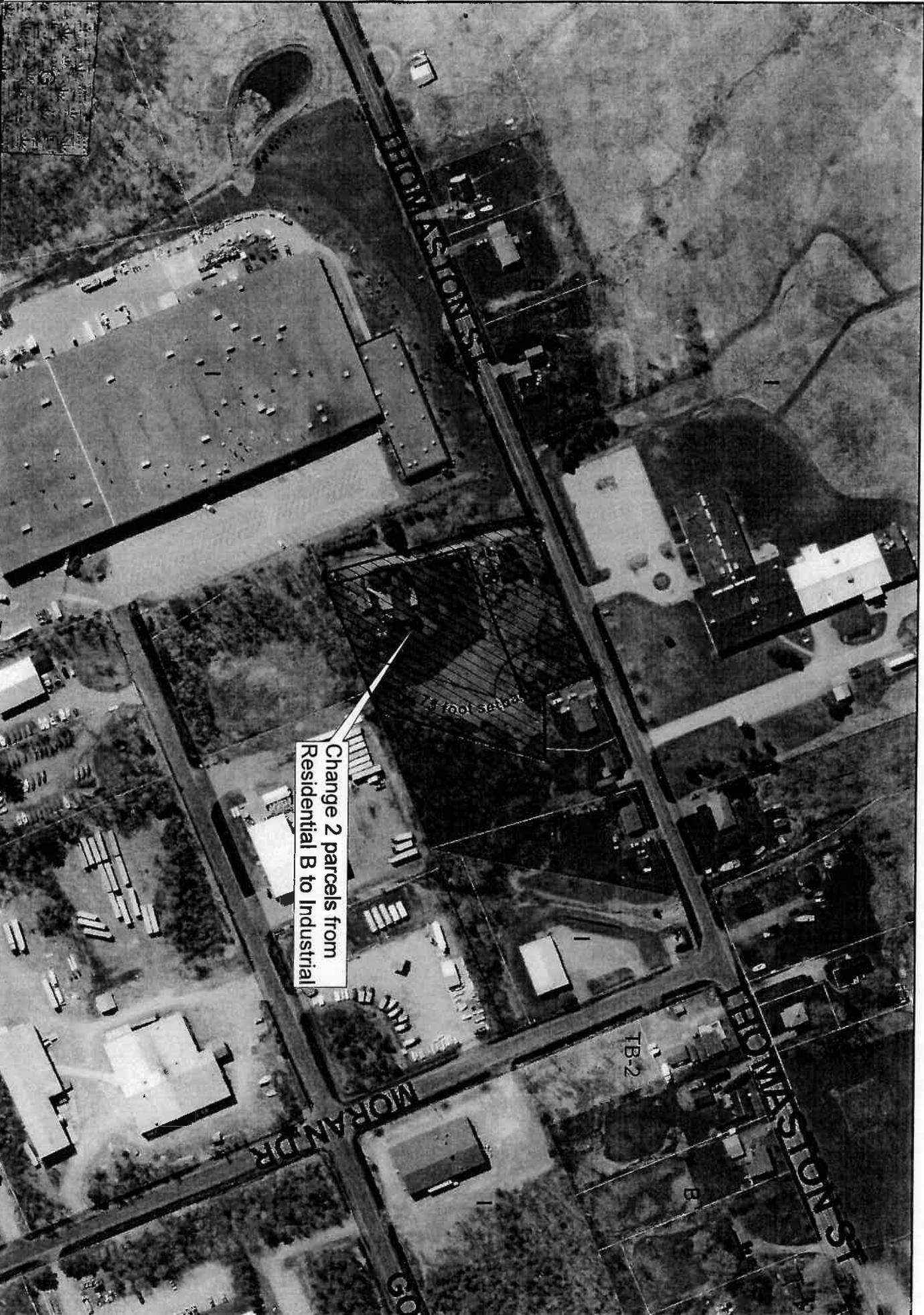
The zone classification of the parcels located at 160 Thomaston Street (Tax Map #62-A-3) and 162 Thomaston Street (Tax Map #62-A-4) is hereby changed from Residential Zone "B" to Industrial Zone "I". The zone boundaries are intended to follow the lot lines of said parcels.

Sponsor: Mayor Isganitis
Originator: Community Development Director

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____



**CITY OF
ROCKLAND
KNOX COUNTY
MAINE**



Change 2 parcels from
Residential B to Industrial

Printed: 8/27/2015

1 inch = 200 feet



DISCLAIMER

Tax maps are compiled from aerial photography, existing surveys, deeds, and landowner's descriptions. They are to be used for assessment purposes only, and not for conveyance.

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #33
IN CITY COUNCIL

September 14, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 35 Broadway

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Jamie F. Levenseler, Esq., of Spruce Head, Maine, for property located at 35 Broadway (Rockland Tax Map #18-A-8), for \$22,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: Councilor Pritchett
Originator: City Manager

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

**PURCHASE AND SALE AGREEMENT FOR
MUNICIPAL LIEN-ACQUIRED PROPERTY**

1. **PARTIES:** This Agreement is made between the **CITY OF ROCKLAND, MAINE** ("Seller") and **JAMIE F. LEVENSELER** ("Buyer").

2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, BY QUITCLAIM DEED, [X] all of / [] part of (if "part of," explain below) the property situated in the City of Rockland, County of Knox, and State of Maine, located at **35 BROADWAY, ROCKLAND, MAINE (TAX MAP 18-a-8)** and described in deed(s) recorded on the Knox County Registry of Deeds in **Book 2682, Page 177** (the "Property"). Seller shall not and is not required to warrant title to the premises, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist.

3. **FIXTURES; PERSONAL PROPERTY:** The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pumps, and electrical fixtures are included with the sale except for the following: N/A

_____. Seller makes no representation or warranty as to the condition, capacity, or suitability of any mechanical components of fixtures at the time of closing, and shall the convey the same "as is," and without any warranty as to their condition, fitness for particular purpose, or otherwise.

4. **PURCHASE PRICE:** For such Quitclaim Deed and conveyance Buyer agrees to pay the total purchase price of **\$22,000**.

5. **DEPOSIT.** Buyer has delivered to the Buyer a deposit of earnest money in the amount of **\$2,500**. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed. In the event Buyer fails to purchase the property as provided herein, for any reason other than the termination of this Agreement by the Seller, such earnest money shall be non-refundable and shall be retained by Seller.

6. **CLOSING DATE:** The Closing Date shall be **November 17, 2015**, or on another date thereafter upon mutual agreement of the parties.

7. **TITLE:** Seller shall deliver a quitclaim deed for the Property to Buyer. Seller is not required to warrant title to the Property, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist. Seller makes no representation to Buyer that the Seller will have marketable title following the conveyance contemplated herein.

8. **POSSESSION, OCCUPANCY, AND CONDITION:** Unless otherwise agreed in writing, possession and occupancy of the Property, free of tenants and occupants, shall be given to Buyer immediately at closing. Buyer has inspected the Property; acknowledges that the structure(s) on the Property previously were damaged; require demolition or repair; and may contain mold and other potentially-hazardous conditions; and accepts and assumes the cost and risk of loss and liability arising from the condition of the Property. Seller makes no representation about and accepts no responsibility or liability for the condition of the Property or its fitness for any use contemplated by Buyer.

9. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE:** Prior to closing, risk of loss, damage, or destruction of structures at the Property shall be assumed solely by the Seller. Seller shall keep the principal structure(s) insured against fire and other extended casualty risks prior to closing. If any structure is damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the Property "as-is" together with an assignment of the insurance proceeds relating thereto.

10. **FUEL / UTILITIES; PRORATIONS:** Any fuel in operable fuel tanks at the Property shall be purchased by the Buyer at the cash price as of the date of the closing of the supplier that last delivered fuel at the Property. Metered utilities such as electricity, water, and sewer will be paid through the date of closing by Seller. The

following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) payment in lieu of tax . The day of closing is counted as a Seller day for purposes of pro-rating expenses and income. Real estate taxes due and owing in the current municipal fiscal year (or payment in lieu of taxes if the municipality owned the Property on April 1) shall be prorated as of the date of closing; Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained. Buyer agrees to make pro-rated payment in lieu of tax for Fiscal Year 2016 (July 1, 2015, through June 30, 2016) at the closing, calculated from the amount of tax that would have been assessed on the Property had the Buyer held title to the property on April 1, 2015. Such payment in lieu of tax shall be based upon the assessment of the property as of April 1, 2015, which was \$152,300. Buyer and Seller will each pay their transfer tax if and as required by the State of Maine, if applicable. The payment and other requirements of the parties set forth in this paragraph are contractual, and shall survive closing and remain in full force and effect until performed.

11. DUE DILIGENCE: Neither Seller nor Agency makes any warranties regarding the condition, permitted use, or value of Seller's real or personal property, or any representations as to compliance with any federal, state, or municipal codes, including, but not limited to, fire, life safety, electrical, plumbing, and property maintenance. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

12. FINANCING: This Agreement is not subject to Financing.

13. BROKERAGE DISCLOSURE. Buyer and Seller acknowledge they have been advised of the following relationships:

Licensee: Agency: Seller's Agent: Buyer's Agent:

None.

14. PROPERTY DISCLOSURE FORM: Buyer waives notice and receipt of property disclosure, lead paint, private water supply, arsenic, and any other form or information regarding the condition of the Property.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the deposit. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

16. PRIOR STATEMENTS: This Agreement sets forth sets forth all of the obligations of the parties, and replaces any prior agreement between the parties, either written or oral, relating to the Property. Any prior representations or statements by a party not also set forth herein are not valid or binding upon such party.

17. HEIRS / ASSIGNS: This Agreement shall extend to and be obligatory upon the successors and/or assigns of the parties.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: No; Yes – List, and Attach. _____

20. EFFECTIVE DATE; NOTICE; MISCELLANEOUS: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, whether oral or in writing. This Agreement is a binding contract when signed by the Buyer and approved, in first reading, by the City Council. Licensee is authorized to fill in the Effective Date on Page 1 hereof, once ascertained. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part

hereof, shall include all days of the week, and not be limited to "business days."

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing. Buyer acknowledges with its signature that Seller is a municipality and that this Agreement is a public record that Seller may be required by the Maine Freedom of Access Act to disclose it, upon request.

22. OTHER CONDITIONS: Seller shall apply Buyer's deposit to purchase price at closing.

23. ACKNOWLEDGMENTS; APPLICABLE LAW. A copy of this Agreement is available to each of the parties and, by signature, receipt of a copy is hereby acknowledged by each party. Each party acknowledges that it has had full opportunity to consult legal counsel regarding any and all matters in this Agreement not fully understood by the party. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services. This is a Maine contract and shall be construed according to the laws of Maine.

Buyer's Mailing address is: P.O. Box 35, Spruce Head, ME 04859

Date: September __, 2015

BUYER: Jamie F. Levenseler

Subject to approval by the Rockland City Council, Seller agrees to deliver the Property at the price and upon the terms and conditions set forth herein.

Seller's Mailing address is: City Manager; Rockland City Hall; 270 Pleasant St.; Rockland, ME 04841.

Dated: October __, 2015

SELLER: City of Rockland, Maine
by: James D. Chaousis II
its: City Manager

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #34
IN CITY COUNCIL

September 14, 2015

ORDINANCE AMENDMENT Regular Meeting Starting Time

THE CITY OF ROCKLAND HEREBY ORDAINS CHAPTER 2, Administration, SECTION 2-212, Rules of Procedure (9) Meeting; Regular, BE AMEDED AS FOLLOWS:

Sec. 2-212 Rules of Procedure

9. Meetings: Regular. The date and time of the regular monthly meeting of the City Council shall be the second Monday of each month at ~~7:00~~ 6:00 P.M. If the second Monday is a legal holiday as defined in Chapter 2, Section 2-1211 of the Rockland Code, then the stated meeting shall be held on the following Wednesday at the same time. The place of such meetings shall be the City Council Chamber in the City Hall in Rockland, hereby designated to be the regular meeting place. All meeting of the City Council shall be open to the public, and may be continued to another location.

Sponsor: Councilor Clayton
Originator: Councilor Clayton

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #35
IN CITY COUNCIL

September 14, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 60 Merrill Drive

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to the Rockland Industrial Park North, LLC, for property located at 60 Merrill Drive (Rockland Tax Map #62-B-100), for \$50,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: Councilor Clayton
Originator: City Manager

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #36

(As Amended 09/14/15)

IN CITY COUNCIL

September 14, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 99 West Meadow Road

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to the **James Leach** for property located at 99 West Meadow Road (Rockland Tax Map #84-B-8), for **\$25,000**, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: Councilor Pritchett

Originator: City Manager

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

**PURCHASE AND SALE AGREEMENT FOR
MUNICIPAL LIEN-ACQUIRED PROPERTY**

1. **PARTIES:** This Agreement is made between the **CITY OF ROCKLAND, MAINE** ("Seller") and **JAMES LEACH** ("Buyer").

2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, BY QUITCLAIM DEED, [X] all of / [] part of (if "part of," explain below) the property situated in the City of Rockland, County of Knox, and State of Maine, located at **99 West Meadow Road, ROCKLAND, MAINE (TAX MAP 84-B-8)** and described in deed(s) recorded on the Knox County Registry of Deeds in **Book 444, Page 449** (the "Property"). Seller shall not and is not required to warrant title to the premises, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist.

3. **FIXTURES; PERSONAL PROPERTY:** The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pumps, and electrical fixtures are included with the sale except for the following: N/A

_____. Seller makes no representation or warranty as to the condition, capacity, or suitability of any mechanical components of fixtures at the time of closing, and shall the convey the same "as is," and without any warranty as to their condition, fitness for particular purpose, or otherwise.

4. **PURCHASE PRICE:** For such Quitclaim Deed and conveyance Buyer agrees to pay the total purchase price of \$25,000.

5. **DEPOSIT.** Upon execution hereof, Buyer shall deliver to the Buyer a deposit of earnest money in the amount of \$1,000.00. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed. In the event Buyer fails to purchase the property as provided herein, for any reason other than the termination of this Agreement by the Seller, such earnest money shall be non-refundable and shall be retained by Seller.

6. **CLOSING DATE:** The Closing Date shall be November 17, 2015, or on another date thereafter upon mutual agreement of the parties.

7. **TITLE:** Seller shall deliver a quitclaim deed for the Property to Buyer. Seller is not required to warrant title to the Property, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist. Seller makes no representation to Buyer that the Seller will have marketable title following the conveyance contemplated herein.

8. **POSSESSION, OCCUPANCY, AND CONDITION:** Unless otherwise agreed in writing, possession and occupancy of the Property, free of tenants and occupants, shall be given to Buyer immediately at closing. Buyer has inspected the Property; acknowledges that the structure(s) on the Property previously were damaged; require demolition or repair; and may contain mold and other potentially-hazardous conditions; and accepts and assumes the cost and risk of loss and liability arising from the condition of the Property. Seller makes no representation about and accepts no responsibility or liability for the condition of the Property or its fitness for any use contemplated by Buyer.

9. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE:** Prior to closing, risk of loss, damage, or destruction of structures at the Property shall be assumed solely by the Seller. Seller shall keep the principal structure(s) insured against fire and other extended casualty risks prior to closing. If any structure is damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the Property "as-is" together with an assignment of the insurance proceeds relating thereto.

10. **FUEL / UTILITIES; PRORATIONS:** Any fuel in operable fuel tanks at the Property shall be purchased by the Buyer at the cash price as of the date of the closing of the supplier that last delivered fuel at the Property.

Metered utilities such as electricity, water, and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) payment in lieu of tax. The day of closing is counted as a Seller day for purposes of pro-rating expenses and income. Real estate taxes due and owing in the current municipal fiscal year (or payment in lieu of taxes if the municipality owned the Property on April 1) shall be prorated as of the date of closing; Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained. Buyer agrees to make pro-rated payment in lieu of tax for Fiscal Year 2016 (July 1, 2015, through June 30, 2016) at the closing, calculated from the amount of tax that would have been assessed on the Property had the Buyer held title to the property on April 1, 2015. Such payment in lieu of tax shall be based upon the assessment of the property as of April 1, 2015, which was \$276,000. Buyer and Seller will each pay their transfer tax if and as required by the State of Maine, if applicable. The payment and other requirements of the parties set forth in this paragraph are contractual, and shall survive closing and remain in full force and effect until performed.

11. DUE DILIGENCE: Neither Seller nor Agency makes any warranties regarding the condition, permitted use, or value of Seller's real or personal property, or any representations as to compliance with any federal, state, or municipal codes, including, but not limited to, fire, life safety, electrical, plumbing, and property maintenance. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

12. FINANCING: This Agreement is not subject to Financing.

13. BROKERAGE DISCLOSURE. Buyer and Seller acknowledge they have been advised of the following relationships:

Licensee: Agency: Seller's Agent: Buyer's Agent:

None.

14. PROPERTY DISCLOSURE FORM: Buyer waives notice and receipt of property disclosure, lead paint, private water supply, arsenic, and any other form or information regarding the condition of the Property.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the deposit. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

16. PRIOR STATEMENTS: This Agreement sets forth sets forth all of the obligations of the parties, and replaces any prior agreement between the parties, either written or oral, relating to the Property. Any prior representations or statements by a party not also set forth herein are not valid or binding upon such party.

17. HEIRS / ASSIGNS: This Agreement shall extend to and be obligatory upon the successors and/or assigns of the parties.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. ADDENDA: No; Yes – List, and Attach. _____

20. EFFECTIVE DATE; NOTICE; MISCELLANEOUS: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, whether oral or in writing. This Agreement is a binding contract when signed by the Buyer and approved, in first reading, by the City Council. Licensee is authorized to fill in the Effective Date on Page 1 hereof, once ascertained. Except as

expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall include all days of the week, and not be limited to "business days."

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing. Buyer acknowledges with its signature that Seller is a municipality and that this Agreement is a public record that Seller may be required by the Maine Freedom of Access Act to disclose it, upon request.

22. **OTHER CONDITIONS:** Seller shall apply Buyer's deposit to purchase price at closing.

23. **ACKNOWLEDGMENTS; APPLICABLE LAW.** A copy of this Agreement is available to each of the parties and, by signature, receipt of a copy is hereby acknowledged by each party. Each party acknowledges that it has had full opportunity to consult legal counsel regarding any and all matters in this Agreement not fully understood by the party. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services. This is a Maine contract and shall be construed according to the laws of Maine.

Buyer's Mailing address is: 10 Gamage Lane, Rockland, ME 04841

Date: September __, 2015

BUYER: James Leach

Subject to approval by the Rockland City Council, Seller agrees to deliver the Property at the price and upon the terms and conditions set forth herein.

Seller's Mailing address is: City Manager; Rockland City Hall; 270 Pleasant St.; Rockland, ME 04841.

Dated: October __, 2015

SELLER: City of Rockland, Maine
by: James D. Chaousis II
its: City Manager

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #37
IN CITY COUNCIL**

September 14, 2015

ORDINANCE AMENDMENT: Domesticated Chickens

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 3, Animals & Fowl, ARTICLE III, Keeping of Domesticated Chickens, BE AMENDED AS FOLLOWS:

ADD:

ARTICLE III KEEPING OF DOMESTICATED CHICKENS

Sec. 3-301. Purpose; Administration.

This ordinance establishes standards for (1) the keeping of domesticated chickens in residential areas in a manner that enables residents to keep chickens for non-commercial purposes without adversely affecting the surrounding neighborhood, and (2) the safe and inoffensive keeping of domesticated chickens where agriculture is permitted. Chickens kept in accordance with this Article shall not constitute a use that is annoying, detrimental, obnoxious, unsightly, injurious or dangerous to the health, comfort, or property of individuals, or of the public.

This Article shall be administered pursuant to Chapter 19, Art. III, Sec. 19-312, or by the Animal Control Officer.

Sec. 3-302. Permit required.

- A. Except on parcels where agriculture as defined in Section 19-302 is permitted, and subject to applicable use prohibitions in the zoning regulations under Section 19-304, no person may keep chickens in the City of Rockland without first obtaining, from the Code Enforcement Office, a Domesticated Chickens Permit. Such permit, once granted, is personal to the permit holder and may not be assigned.
- B. The City Council may, by Order, establish an application and/or permit fee for Domesticated Chicken Permits.
- C. A permit to keep chickens may be revoked where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of this Article, or other applicable ordinance or law.

Sec. 3-303. Regulations Applicable to Domesticated Chickens Permit Holders.

Each Domesticated Chickens Permit holder must comply with the standards set forth in this Section and in Section 3-304. This Section shall not apply on parcels where agriculture as defined in Section 19-302 is permitted or approved as a Conditional Use.

A. Non-Commercial Use Only. Chickens shall be kept for personal use only, and chicken breeding, fertilizer production for commercial purposes, and on-site slaughtering of chickens is prohibited.

B. Quantities Limited. No person may keep a rooster, nor maintain more than nine hens on a single parcel.

C. Enclosures.

(1) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and reasonably odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be inaccessible by rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing buried at least 12" in the ground. The pen must be covered with wire, aviary netting, or solid roofing. The use of non-galvanized chicken wire is not permitted.

(2) Chickens shall be secured within a chicken coop or house during non-daylight hours.

(a) Each chicken coop or house shall be detached from residential structures. In the case of traditional New England barn structures attached to the main house by an ell, the chickens can be permitted in the barn, as long as they are enclosed in a separate coop area and not roaming throughout the barn. The chicken coop or house shall be enclosed on all sides, shall have a roof, and shall have doors capable of being closed and locked. Opening windows and vents must be covered with predator- and bird-proof wire of less than one-inch openings. Chicken coops and houses shall be cleaned regularly, and maintained so as to protect the health and comfort of the chickens housed therein.

(b) Chicken coops and chicken houses shall be located only in the yard to the rear of the principal dwelling, or in the case of a barn attached to the side of the house by an ell, the chicken coop may be located in said barn but the chicken yard shall be located to the rear of the barn. Chicken coops and houses shall be at least fifteen (15) feet from the property line(s). Chicken coops and houses may not be located in any front yard, nor in the interior of any home or other dwelling unit.

(c) Lights used to illuminate exterior areas around chicken coops or chicken houses must be turned off when no persons are present; motion-sensor lighting may be used for this purpose.

D. Waste Storage and Removal.

All chicken manure shall either be promptly composted or tilled into cultivated earth in such manner as to prevent run-off and minimize odor, be properly stored, or be removed and properly disposed of. All stored manure shall be placed in a fully enclosed container. No more than one, thirty-gallon container of manure shall be stored on any one parcel where chickens are kept. In addition, the chicken coop or house, pen, and surrounding area must be kept free from trash and accumulated droppings.

E. Predators, rodents, insects, and parasites.

Each Domesticated Chickens Permit holder shall take all reasonable precautions to reduce the attraction of predators and rodents and the potential infestation by insects and parasites. Where such conditions are found to exist by a code enforcement official or animal control officer, the City may order the removal of the chickens, enclosure(s), and coop(s) or house(s), or may arrange for such removal the cost of which shall be borne entirely by the permit holder or property owner.

Sec. 3-304. Regulations Applicable To All Persons Raising or Keeping Domesticated Chickens

Each person keeping domesticated chickens in Rockland must comply with the standards set forth in this Section.

A. Feed and Water.

Chickens must be provided with access to feed and clean water at all times, arranged in such manner as to

be inaccessible by rodents, wild birds, and predators. Uneaten feed shall be removed in a timely manner.

B. Odor.

Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

C. Predators, rodents, insects, and parasites.

Each person keeping domesticated chickens shall take all reasonable precautions to reduce the attraction of predators and rodents and the potential infestation by insects and parasites.

D. Deceased Chickens.

Deceased chickens shall be promptly removed and properly disposed of.

Cross Reference: Sec. 3-103, Sick, Injured, or Dead Animals.

Sec. 3-305. Violations; Penalties.

Any violation of any provision of this Article shall be a civil violation subject to a minimum fine of one-hundred dollars (\$100.00) per violation. Each day that a violation continues shall constitute a separate violation. In addition, and in the sole discretion of the City, any violation of this Article shall be subject to a civil action brought pursuant Title 30-A, Maine Revised Statutes, Section 4452, and subject to the penalties and remedies set forth therein.

Sponsor: Councilor Geiger
Originator: Councilor Geiger

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #38
IN CITY COUNCIL

September 14, 2015

ORDINANCE AMENDMENT Domesticated Chickens

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning and Planning, SECTION 19-304 Zone Regulations, BE AMENDED AS FOLLOWS:

Sec. 19-304 Zoning Regulations

1. RESIDENTIAL ZONE "A"

C. Prohibited Uses

RESIDENTIAL ZONE "A" PROHIBITED USES	
(1)	Any use which is obnoxious, annoying, unsightly, detrimental to the character of the neighborhood, or offensive to a neighborhood by reason of odor, fumes, vapor, dust, smoke, gas, noise, or vibration is prohibited.
(2)	Animal Restriction: <u>Except domesticated chickens kept in accordance with Chapter 3, Article III,</u> n No person shall keep any farm animals including but not limited to fowl, mule, donkey, sheep, goat, cattle, swine, or non-domesticated animal, and no person shall keep any dogs or rabbits for breeding or commercial purposes, on any premises in this zone.

Sponsor: Councilor Geiger
Originator: Councilor Geiger

First Reading 9/14/15
First Publication 9/24/15
Public Hearing 10/14/15
Final Passage _____
Second Publication _____
Effective Date _____

MEMORANDUM

To: *Jim Chaousis, City Manager*
From: *Audra Caler-Bell, Community & Economic Development Director*
Date: *October 6, 2015*
CC: *Mayor Isganitis, Cr Clayton, Cr Geiger, Cr MacLellan-Ruf, Cr Pritchett*
Re: *Second Public Hearing for 2015 Community Development Block Grant – Microenterprise Assistance*

The purpose of this memo is to provide background information for the October 14th, 2015 public hearing on the City of Rockland's 2015 Community Development Block Grant (CDBG) Microenterprise Assistance (MEA) grant project.

The City was approved for a \$100,000 grant that will be used to assist Bixby & Co. and Midcoast Music Academy (MCMA) with expansions. As part of the project development phase of the CDBG MEA grant municipalities are required by Maine's Office of Community Development to hold a public hearing to solicit feedback from the community on the projects that are to receive funding. Once the public hearing is complete the Council must formally accept the funding in order for the project(s) to commence.

As outlined in a memo to the City Manager and Council on August 3rd, 2015, both MCMA and Bixby & Co. are at a critical stage where expanding is essential in order to keep up with the demand they are experiencing for their products/services and stabilize their revenue. This funding will assist Bixby & Co. and MCMA with the following:

1. ***Bixby & Co.*** is currently undertaking a national expansion into a number of grocery store chains including Whole Foods Markets and Sprouts. The microenterprise assistance grant will provide working capital that will support this expansion and directly contribute to Bixby & Co. creating 2 full time jobs; and,
2. ***Midcoast Music Academy*** is currently at capacity and needs to expand in order to take on more students. Increasing their student base will allow MCMA to stabilize their revenue and will also result in the creation of 2 full time jobs.

For Bixby & Co. the working capital provided by the MEA Grant will be used to assist Bixby with their national expansion into supermarket chains specializing in organic food. Bixby requires working capital in order to purchase ingredients and packaging material for their product, purchase shelving space from these supermarket chains and undertake nationwide marketing and product promotion. The national expansion also requires Bixby to increase its workforce by adding 2 new full time positions. Should the national expansion be successful these positions will become permanent. The injection of working capital provided by the MEA grant will help to ensure that Bixby's national expansion is a success.

MEMORANDUM

In the case of MCMA the MEA Grant will provide funding for their expansion including soundproofing rooms in the space they are leasing, purchasing equipment and paying salaries for staff members who are currently unpaid volunteers. Ultimately they will create two full time positions - the Director and Manager of Operations, in addition to a paid intern. Ultimately as a result of the MEA Grant MCMA will be able to increase their student base and programming offerings to stabilized their revenue to a point where they can sustain these 2 positions on a permanent basis.

It should be noted that the City of Rockland is essentially a “pass-through” for this grant. Should this application be successful the City will received these funds and pass them on to Bixby & Co. and MCMA. Additionally, match for this grant is being contributed by the businesses.

The following are project budgets for each business in funding sources:

Bixby & Co. Project Budget			
Expense Type	Detail	Source	Total
Trade Spending Required	Shelving fee	Bixby Reinvestment	\$159,676
Ingredients		Bixby Reinvestment	\$104,361
		CDBG	\$35,000
Packaging		Bixby Reinvestment	\$24,493
		CDBG	\$5,000
National Brokers	To assist in developing agreements with chains	Bixby Reinvestment	\$52,689
Product Demos		Bixby Reinvestment	\$9,856
Trade Shows		Bixby Reinvestment	\$13,440
Wages		Bixby Reinvestment	\$32,665
		CDBG	\$10,000
Payroll Taxes		Bixby Reinvestment	\$14,185
Payroll Services		Bixby Reinvestment	\$1,968
Totals			\$463,333

The following is an overview of the sources of funding for this project:

Bixby & Co. Funding Sources		
Funding Source	Funding Type	Amount
Community Development Block Grant	Grant	\$50,000
Bixby & Co. Revenue Reinvestment	Business	\$413,333

MEMORANDUM

	TOTAL: \$463,333
--	-------------------------

MCMA Project Budget			
Expense Type	Detail	Source	Total
Operating Expenses	Staff Salaries	CDBG	\$29,720
		MCMA Studio Revenue	\$14,220
		MCMA In-Kind Donation	\$10,500
	Rent	CDBG	\$6,600
		MCMA Studio Revenue	\$15,600
	Variable Operating Costs (Instructor fees)	MCMA Studio Revenue	\$50,040
Building Renovations	Labor	CDBG	\$4,000
		MCMA In-Kind Donation	\$5,100
	Building Materials	CDBG	\$2,680
		MCMA Studio Revenue	\$1,939
		MCMA In-Kind Donation	\$1,085
Equipment	Musical Instruments	CDBG	\$7,000
		MCMA Studio Revenue	\$5,628
Furnishings	Office and studio	MCMA Studio Revenue	\$4,110
TOTAL Project Cost			\$158,222

The following is an overview of the funding sources for this project:

MCMA Funding Sources		
Funding Source	Funding Type	Amount
Community Development Block Grant	Grant	\$50,000
MCMA Revenue	Business	\$91,537
MCMA In-Kind	Business	\$16,685
TOTAL:		\$158,222

Public feedback on these projects is welcome and essential to gain a full understanding of the concerns, support or additional considerations related to this project. We are welcoming all comments on these projects, which will be included in our project development information to the Office of Community Development.

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #39
IN CITY COUNCIL**

October 14, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 19 Franklin Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to William Heal for property located at 19 Franklin Street, as shown on Rockland Tax Map #19-E-9, for \$35,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

SALE OF CITY PROPERTY

The City of Rockland, Maine, will be accepting sealed bids for the sale of real property located and identified as the following parcel:

19 Franklin Street, Rockland (Tax Map 19-E-9): a single family dwelling with garage on a 0.12 acre parcel, assessed at \$119,500.

Interested parties may inspect the property by appointment (call 594-0305).

Sealed bids will be accepted at the Office of the City Manager, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 until 2:00 P.M., Thursday, September 17, 2015, in an envelope clearly marked "Sealed Bid For 19 Franklin Street – Not To Be Opened Until 2:00 P.M. on September 17, 2015." To be considered, bids must be accompanied by a bid bond of at least \$2,000, or acceptable substitute bid security, to be called/retained upon successful bidder's withdrawal of bid or failure to close. No bid may be conditioned upon financing or the status of title. Sale to the successful bidder will be by quitclaim deed and shall be conducted consistent with Rockland Code, Ch. 2, Art. V, Sec. 2-509. The successful bidder will be required to sign a purchase and sale agreement, subject to City Council approval by ordinance amendment. The successful bidder will be responsible for pro-rated payment-in-lieu of tax for FY 2016 at closing. The City reserves the right to reject any and/or all bids.

Tax Acquired Property Inspection Report

Code Office (207) 594-0308	City of Rockland 270 Pleasant Street Rockland, Maine 04841	Fire Department (207) 594-0318
<i>Property Address</i> 19 Franklin Street	<i>Tax Map #</i> 19E9	<i>Owner's Name</i> City of Rockland
		<i>Inspection Date</i> 4/8/15
		<i>Re-Inspection Date</i> Before Occupancy

Before Occupancy: Operational smoke alarms are required outside each separate sleeping area in the immediate vicinity of bedrooms; in each room used for sleeping purposes; on each story of the dwelling units including the basement. Hard-wired smoke alarms with battery back-up are required in the immediate vicinity of bedrooms and inside each bedroom. Smoke alarms must be interconnected such that activation of one within a unit activates all within that unit. **Exception:** Smoke alarms installed *in bedrooms* are permitted to be solely battery operated and not interconnected where no construction or repairs are taking place that results in removal of interior wall or ceiling finishes or unless there is an attic, crawl space or basement available which could provide access for building wiring without removal of interior finishes.

Note: State Public Law, Ch. 551 further requires that all smoke alarms within 20 feet of a kitchen or bathroom be of the photoelectric type to reduce false alarms. The law also requires a **carbon monoxide detector** in each area within, or giving access to, the bedrooms. This means you can put one in each bedroom or in the hallway or room in which a person travels through to reach a bedroom(s). *It is strongly recommended that no CO detector be placed in excess of 15 feet of any bedroom door.* Carbon monoxide detectors must be powered by the electrical service in the building by plugging them in a wall outlet or by having them hardwired in by an electrician. In either case, the detector must have a battery backup.

Compliance Agreement (Agreement): A written signed agreement with reasonable deadlines for corrections of violations after occupancy. The compliance agreement must be approved by the Code Office.

Unit	Room or Area	Code	Date to Comply	Violation Description
Ext.	Roof of garage	304.7	Agreement	Replace extremely deteriorated roof shingles on the garage roof.
Ext.	Rain gutters	304.7	Agreement	Repair rain gutter, above the electrical meter, that have become separated.
Ext.	Rear steps guardrail	304.5	Agreement	Code compliant guard rail with balusters is also needed on the other side of rear stairs. A graspable hand rail should also be provided on one side of stairs.
Ext.	Exterior door to basement.	304.18	Agreement	The exterior entry door to the basement has been damaged and must be repaired so that it can be secured.
Int.	Various	See above.	Agreement / Before occupancy	I saw only two battery operated smoke detectors, 1 in dining room (low battery) and 1 at the top of the stairs (no battery.) Smoke and CO detectors must be installed in compliance with the rules above before occupancy.
Int.	Building electrical system	605.1	Agreement	This home has a relatively new electrical service and panel. There is still quite a bit of old wiring. I noted several questionable wire connections and improper wiring of at least two receptacles (open grounds.) These problems need to be corrected and an assessment of the old wiring should be completed by an electrician.

Please notify the Code Office pertaining to corrections completed on or before each compliance date.

Code Enforcement Officer _____ Date _____

1

Owner's Signature _____ Date _____

CURRENT OWNER		TOPO		UTILITIES		STRT/ROAD		LOCATION		CURRENT ASSESSMENT	
HEATH, EUGENIE L. HEATH, ALAN R. P.O. BOX 188 UNION, ME 04862 Additional Owners:		1	1	1	1	1	1	1	1	1010	1010
		Level	Public Sewer	Paved	Urban	RESIDENTL	Code	Appraised Value	Assessed Value	91,200	91,200
			Public Water		Residential	RES LAND	1010	25,700	25,700	25,700	25,700
						RESIDENTL	1010	2,600	2,600	2,600	2,600
		SUPPLEMENTAL DATA		HISTORIC D						3610 ROCKLAND, ME	
Other ID: 019-E-000009000 Personal Pro (not used) 19E9 NOTES TREE GROWT. 07 TIF DIST GIS ID: 19E9										VISION	
ASSOC PID#											
Owner Phone: 207-594-5179/785-2511 Owner Email											

RECORD OF OWNERSHIP		BE-VOL/PAGE		SALE DATE		Q/L W/		SALE PRICE		V.C.	
HEATH, EUGENIE L. COOPER, THELMA HEIRS COOPER, THELMA (LIFE ESTATE) COOPER, MURRAY S. & THELMA TRENER, ELLEN		1837/218	0000/0000	12/30/2012	U	1	1	2F	2F	2014	1010
		1837/219	355/104	07/08/1994	U	1	1	2H	2H	2014	1010
		312/159		05/09/1957	U	1	1	2H	2H	2014	1010
				08/15/1950	U	1	1	2H	2H		
										Total: 119,500	

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type	Description	Amount
		ASSESSING NEIGHBORHOOD	
		NOTES	
		WHITE W/ GREEN TRIM 1A	

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	91,200
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	2,600
Appraised Land Value (Bldg)	25,700
Special Land Value	0
Total Appraised Parcel Value	119,500
Valuation Method:	C
Exemptions	0
Adjustment:	0
Net Total Appraised Parcel Value	119,500

PREVIOUS ASSESSMENTS (HISTORY)		
Yr.	Code	Assessed Value
2013	1010	91,200
2014	1010	25,700
2013	1010	2,600
2013	1010	2,600
Total:		119,500

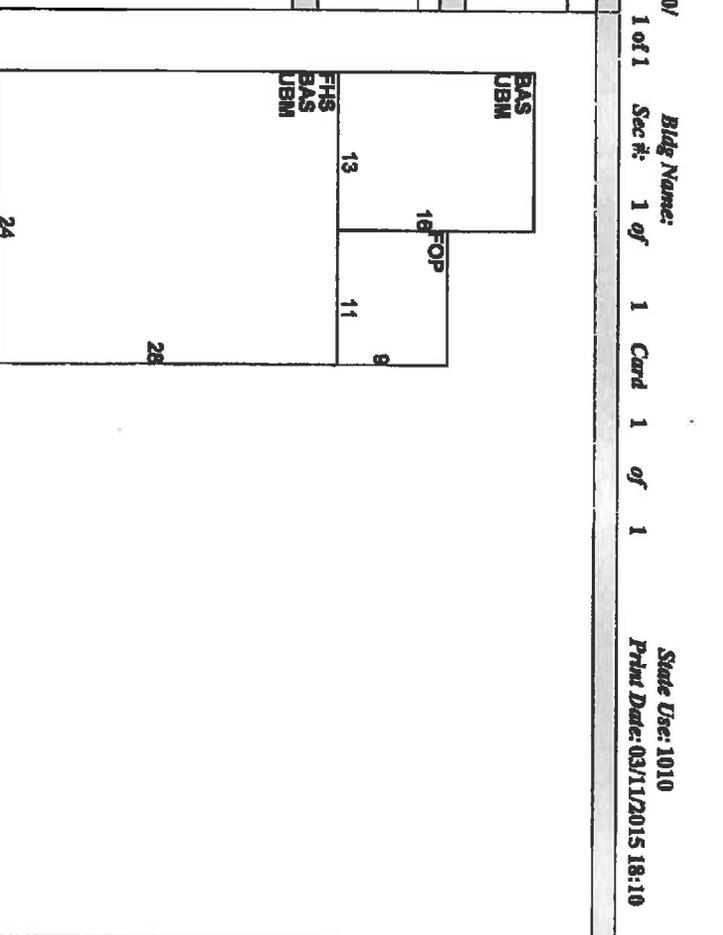
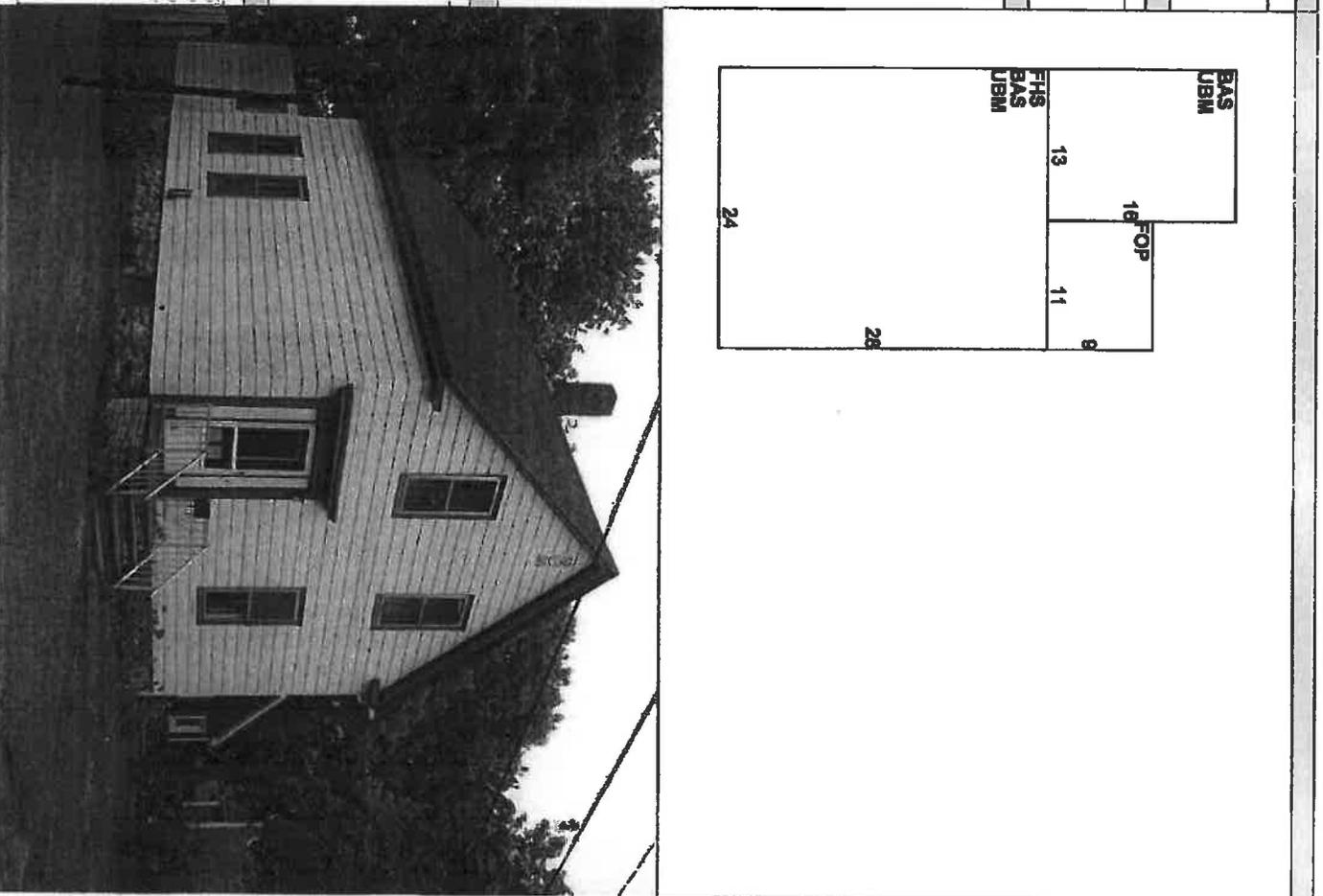
BUILDING PERMIT RECORD								
Permit ID	Issue Date	Type	Description	Amount	Issr. Date	% Comp.	Date Comp.	Comments
E10-150	06/04/2010	ELRC	Elec Permit	0	04/01/2011	100		ELRC UPGRADE TO 2103/16/2005

VISIT/CHANGE HISTORY					
Date	Type	JS	ID	CD	Purpose/Result

LAND LINE VALIDATION SECTION													
Use	Zone	D	Front	Depth	Units	Unit Price	I	R	A	C	ST	Adt.	Notes-Adt
1010	Single Family				5,268 SF	4,881.00000	5	1.00000	1.00	40	1.00		

Total Card Land Units:		0.12 AC		Parcel Total Land Area: 0.12 AC		Total Land Value:		25,700	
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CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)							
Element	CA	CK	Description	Element	CA	CK	Description				
Style	06		(Conventional)								
Model	01		Residential								
Grade	03		Average								
Stories	1.5										
Occupancy	1										
Exterior Wall 1	26		Aluminum Siding								
Exterior Wall 2											
Roof Structure	03		Gable/Hip								
Roof Cover	03		Asph/F Gls/Cmp								
Interior Wall 1	04		Plywood Panel								
Interior Wall 2											
Interior Fir 1	06		Inhald Sht Gds								
Interior Fir 2	14		Carpet								
Heat Fuel	02		Oil								
Heat Type	05		Hot Water								
AC Type	01		None								
Total Bedrooms	03		3 Bedrooms								
Total Bathrms	1										
Total Half Baths	1										
Total Xtra Fixtrs	1										
Total Rooms	6										
Bath Style	02		Average								
Kitchen Style	02		Average								
OR-OUTBUILDING & YARD ITEMS(L) /XE-BUILDING EXTRA FEATURES(B)											
Code	Description	Sub	Sub Descrip	L/R Units	Unit Price	Yr	Code	Dp Re	Cond	%Chd	App Value
FGRI	GARAGE-AVE			L	520	16.00	2005		A	50	2,600
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Underprec. Value					
BAS	First Floor	880	880	880	95.95	84,436					
FHS	Half Story, Finished	336	672	336	47.98	32,239					
FOR	Open Porch	0	99	20	19.38	1,919					
UBM	Basement, Unfinished	0	880	176	19.19	16,887					
TW, Gross Lvl/Less Area:		1,216	2,531	1,412		142,481					



SEP 1 1 2015

To The City Council of Rockland,

I would like to request the council to re-authorize the reconveyance of the property located at 19 Franklin St. I was unable to get the electrical work that I had scheduled because of a death in his family. For the month of August I was away part of the time, and the electrician was getting the Union Fair Grounds ready for the Fair.

I hope that the council will be able to grant this request as I have a car stored in the garage with no other place available for storage at this time.

I understand that payment of the back taxes will be over \$9000.00 and I will be able to pay this at the time of resolvment.

Thank You
Eugenie Heath
PO Box 188
Union, ME 04862

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #40
IN CITY COUNCIL**

October 14, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 15 Garden Avenue

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Shane Chontos for property located at 15 Garden Avenue, as shown on Rockland Tax Map #60-A-3, for \$1,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

CURRENT OWNER		TOPG	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT	3610
ROCKLAND, CITY OF (T-LIEN 2008)		3 Low		1 Paved	2 Suburban	Code 9030	ROCKLAND, ME
TAX LIEN 2008 / SMITH					5 City owned	Appraised Value 14,600	
270 PLEASANT STREET					1 Tax Exempt	Assessed Value 14,600	
ROCKLAND, ME 04841		SUPPLEMENTAL DATA		HISTORIC DATA		VISION	
Additional Owners:		Other ID: 06A-A-000003000	Personal Pro ESD (not used) 60A3	Owner Phone X	Owner Email		
		NOTES 5	TREE GROWT.	ASSOC PID#			
		GIS ID: 60A3	07 TIF DIST				

RECORD OF OWNERSHIP		BE-VOL/PAGE	SALE DATE	Yr. Code	Assessed Value	Yr. Code	Assessed Value	Yr. Code	Assessed Value
ROCKLAND, CITY OF (T-LIEN 2008)		3700/ 091	04/24/2008	U	14,600	2013	9030	14,600	2012
SMITH, DOROTHY C. HEIRS		416/ 598	10/19/1963	U	14,600	2013	9030	14,600	2012
FULLERTON, ANNIE		0000/0000	01/01/1000	U	14,600	2013	9030	14,600	2012
Total:					14,600			14,600	

EXEMPTIONS		Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
Total:										

ASSESSING NEIGHBORHOOD		NBHD/ SUB	NBHD Name	Street Index Name	Tract	Batch
		0001/A				
NOTES		HOUSE RAZED IN 1960'S				

APPRAISED VALUE SUMMARY		Appraised Bldg. Value (Card)	0
		Appraised XF (B) Value (Bldg)	0
		Appraised OB (L) Value (Bldg)	0
		Appraised Land Value (Bldg)	14,600
		Special Land Value	0
		Total Appraised Parcel Value	14,600
		Valuation Method:	C
		Exemptions	0
		Adjustment:	0
		Net Total Appraised Parcel Value	14,600

BUILDING PERMIT RECORD		Permit ID	Issue Date	Type	Description	Amount	Insr. Date	% Comm.	Date Comm.	Comments
		C14-79	12/26/2013	C	Complaint	0		100	12/26/2013	COMPLAINANT IS WC(DA/29/2005

VISIT/CHANGE HISTORY		Date	Type	IS	ID	CA	Purpose/Result
					PH	99	Vacant Land

LAND LINE VALUATION SECTION		Use	Description	Zone	D	Front	Depth	Units	Unit Price	I	Acres	C	ST.	Adj.	Notes-Adj	Special Pricing	S Adj	Adt. Unit Price	Land Value	
#	Code																			
1	903V	City of Rockland 00		B				6,508	SF	4.08	1.0000	5	1.0000	1.00	30	0.55		1.00	2.24	14,600
Total Card Land Units:								0.15 AC		Parcel Total Land Area:		0.15 AC						Total Land Value:		14,600

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	CL	Ch	Description	Element	CL	Ch	Description
Model	00		Vacant				

MIXED USE

Code	Description	Percentage
903V	City of Rochland 00	100

COST/MARKET VALUATION

Adj. Base Rate: 0.00
 Net Other Adj: 0.00
 Replace Cost: 0.00
 AYT: 0
 EYB: 0
 Dep Code: 0
 Remodel Rating: 0
 Year Remodeled: 0
 Dep %: 0
 Functional Obsolescence: 0
 External Obsolescence: 0
 Cost Trend Factor: 0
 Condition: 0
 % Complete: 0
 Overall % Cond: 0
 Apprais Val: 0
 Dep % Ovr: 0
 Dep Ovr Comment: 0
 Misc Imp Ovr: 0
 Misc Imp Ovr Comment: 0
 Cost to Cure Ovr: 0
 Cost to Cure Ovr Comment: 0

OB-OUTBUILDING & YARD ITEMS(L) / XE-BUILDING EXTRA FEATURES(R)

Code	Description	Sub	Sub Description	U/B/Units	Unit Price	Yr	Grde	Dp Rt	Chd	%Chd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eft. Area	Unit Cost	Underrec. Value
Ttl. Gross Liv/Lease Area:		0	0	0		

August 7, 2015

Rockland City Counsel
Rockland, Maine

Re: Offer to purchase 15 Garden Avenue

Dear Counsel Members:

A city owned lot located at 15 Garden Avenue was foreclosed upon by the City of Rockland in 2008. It was put up for auction in early July, 2015, and there were no bids placed upon the lot. The lot is located in what appears to be one of the most impoverished neighborhoods of Rockland. The lot is heavily wooded with several large weeping willow trees that should be remove prior to placing any dwelling on the property for risk of falling upon any newly placed structure. The cost to down and remove the trees would likely run into the several thousand dollar range.

A lot located around the corner from said lot, 5 Forrest Avenue, also foreclosed upon by the city, was purchased from the city for eleven hundred dollars (\$1100.00) back in May of 2008. The lot is of similar size and nature as said lot but did not require the expense of tree removal.

With the above taken into consideration, I would like to offer the City of Rockland one thousand dollars (\$1000.00) for the purchase of 15 Garden Avenue.

A response to my offer can be transmitted to me at the address below.

Sincerely,



Shane Chontos
153 Thomaston Street
Rockland, ME 04841

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #41
IN CITY COUNCIL**

October 14, 2015

**ORDINANCE AMENDMENT: Licensing of Lodging Houses and
 Permitting of Transient Residential Accommodations**

WHEREAS, Title 30-A, Maine Revised Statutes, Section 3811, provides that no person may serve as a common innkeeper or tavernkeeper without a license; and

WHEREAS, the Rockland Code of Ordinances does not currently provide for the licensure of innkeepers of transient accommodations,

NOW, THEREFORE, THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 11, Licenses, Permits and Franchises, ARTICLE II, Licenses, When Required, SECTION 11-210, Lodging Houses, BE AMENDED AS FOLLOWS:

Sec. 11-210 Lodging Houses And Transient Residential Accommodations

1. Lodging House License.

A. License Required. No person shall operate a Lodging Hhouse_ for five (5) lodgers or more, without first obtaining annually a one-year license therefor from the City Council.

B. Definitions. For the purposes of this subsection¹

“Lodging house” means a house or other residential structure where lodgings for four or more but fewer than 16 persons not within the 2nd degree of kindred to the person operating the lodging house are offered for rent. “Lodging house” does not include dormitories of charitable, educational or philanthropic institutions, or the emergency use of private dwellings at the time of conventions or similar public gatherings.

B. Certifications; Public Hearing. Such license shall not be granted except upon the certification of the Police Chief, Fire Chief, Code Enforcement Officer (Building Inspector), and Plumbing Inspector pursuant to this Section andas per Section 11-106 of this Ordinance.

Prior to granting such licenses, the City Council shall hold a public hearing, notice of which shall be posted in atwø public locations/ and advertised at least seven days before the hearingmeeting.

There shall be a non-refundable application and/or annual license fee for the Lodging House License which shall be set by Order of the City Council.

C. Standards. Following the public hearing, the City Council may condition or deny any Lodging House license upon the basis of a recommended condition or denial of certification by either the Police Chief, Fire Chief, Code Enforcement Officer, or Plumbing Inspector pursuant to Section 11-106. The City Council may condition, suspend or revoke a Lodging House License, following a public hearing, on the basis of the licensee’s non-compliance with any applicable law, ordinance, or regulation, or license certification, condition, or criteria.

State Law Reference: 30-A M.R.S. § 3801 & § 3811.

2. Transient Residential Accommodations Permit.

A. Purpose. The purpose of the Transient Residential Accommodations Permit is to authorize the use of legally-existing single-, two-, and multi-family structures for the accommodation of transient guests, for compensation, for periods of less than one month, while ensuring the safety of the occupants and minimizing the impact of such use on the surrounding neighborhood. Transient Residential Accommodations Permits and the revenue they make available to homeowners and others helps makes Rockland affordable for persons on fixed or limited incomes; enhances and diversifies accommodations available to visitors and tourists; and provides travelers with affordable accommodations from which to explore Rockland and the Midcoast region. If not made the subject of appropriate, limited regulations, however, the use of residential properties for transient residential accommodations may create adverse impacts on surrounding residential uses including, without limitation, increased levels of traffic, parking demand, light and glare, and noise. Such impacts are deleterious to the public health, safety, and welfare of the neighborhood and the City because they impair the livability and desirability of Rockland neighborhoods for year-round residential uses.

B. Permit Required. No person shall operate a Transient Residential Accommodation without first obtaining annually a one-year permit therefor from the Code Enforcement Office.

C. Definitions. For the purposes of this Subsection¹:

Transient Residential Accommodation (“TRA”) means the use of all or part of a legally-existing dwelling unit for short-term rental to a person or persons unrelated to the owner or occupant of the unit, for consideration, for periods of less than one month, as follows:

(1) Transient Residential Accommodation – 1 (“TRA-1”) means either:

- (a) an owner- or lessee-occupied² single-family structure in which not more than one bedroom is rented or offered for rent to one person or one family for periods of less than one month, or
- (b) a dwelling unit in a two-family structure in which one unit is occupied² by the owner of the entire structure that is rented or offered for rent by one person or one family for periods of less than one month.

¹ See Ch. 19, Art. III, Sec. 19-302 for definitions of words and phrases not defined herein.

² The owner or lessee must occupy the dwelling or unit while it is being rented.

(2) Transient Residential Accommodation – 2 (“TRA-2”) means either:

- (a) a single-family structure that is not occupied by its owner or lessee that is rented or offered for rent to one person or one family for periods of less than one month,³ or
- (b) one dwelling unit in a non-owner occupied two-family structure rented or offered for rent to one person or one family for periods of less than one month.

(3) Transient Residential Accommodation – 3 (“TRA-3”) means one dwelling unit in a multi-family structure, where such structure has an approved, functional sprinkler system that is not necessarily occupied by its owner or lessee and that is rented or offered for rent to one person or one family for periods of less than one month. A multi-family structure located in a zone other than the Residential A, AA or B Zones that permits lodging houses shall be permitted to rent any or all units under this section provided that the structure is in full compliance with Chapter 26 of NFPA 101 Life Safety Code/2012.

D. Application; Fee. The City Council may establish a non-refundable application fee for Transient Residential Accommodations Permits, and/or a permit fee which may include a graduated fee schedule on the basis of the number of rooms of the facility and/or other criteria.

E. Notice. Upon receipt of a complete application for a Transient Residential Accommodation Permit, the City Clerk shall submit the application to the Code Enforcement Officer and, by U.S. Mail, First Class, provide notice of such application to the owner(s) of record of abutting parcels, including owner(s) of record of parcels located directly across a street or other way from the subject parcel, at least seven (7) days prior to issuing such license. Notice is effective upon mailing.

F. Permitting Authority; Review Criteria. Within thirty (30) days of the City Clerk’s receipt of a Transient Residential Accommodations Permit application, the authorized permitting authority shall grant, grant with conditions, or deny such application applying the level of review criteria (“Review Level)” as defined below, consistent with Table 11-210(2). All Transient Residential Accommodations are also subject to the Additional Requirements set forth in Subsection G.

Review Level I: Applicant shall provide satisfactory evidence of current insurance providing coverage for bodily injury and property damage sustained or caused by the owner, guests, and others admitted to the premises.

³ Provided that there are code-compliant fire separations between dwelling units in an existing condominium structure, each unit under separate, unrelated or affiliated ownership shall be considered a single-family structure for the purposes of Transient Residential Accommodations Permit provisions. New condominium units established after October 1, 2015, may not be used for Transient Residential Accommodations.

Applicant shall provide two on-site parking spaces for a single-family structure and three on-site spaces for a two-family structure.

Review Level II: Applicant shall demonstrate compliance with applicable⁴ building, fire prevention, and life safety codes upon inspection by the Code Enforcement Officer and Fire Chief or their designees.

Applicant shall provide satisfactory evidence of current insurance providing coverage for bodily injury and property damage sustained or caused by the owner, guests, and others admitted to the premises.

Applicant shall provide two on-site parking spaces if a single-family structure; one and one-half on-site parking spaces for each dwelling unit in a two- or multi-family structure; and one on-site parking space for each room in a TRA-4 that is offered for rent in addition to two on-site parking spaces required if owner-occupied.

Table 11-210(2)

<u>Type of Accommodation</u>	<u>Type of Structure</u>	<u>Duration of Stay for Which Rental Is Offered</u>	<u>Permitting Authority in Residential AA, A, and B Zones</u>	<u>Permitting Authority in Other Zones</u>	<u>Review Level</u>
<u>TRA-1</u>	<u>Single-Family (rental of one room in owner-occupied structure or one unit in an owner-occupied two-family structure)</u>	<u>1 day up to less than 1 month</u>	<u>Code Office</u>	<u>Code Office</u>	<u>I</u>
<u>TRA-2</u>	<u>Single-Family</u>	<u>7 days up to less than one month</u>	<u>Code Office</u>	<u>Code Office</u>	<u>I</u>
	<u>Single-Family</u>	<u>1 day up to less than 1 month</u>	<u>Planning Board⁵</u>	<u>Code Office</u>	<u>I</u>
	<u>Two-Family</u>	<u>7 days up to less than one month</u>	<u>Code Office</u>	<u>Code Office</u>	<u>I</u>

⁴ See Chapter 4 – Buildings, Inspections & Enforcement.

⁵ When the Planning Board is the Permitting Authority, it shall grant, condition, or deny the application by taking into consideration the following factors: location, character and natural features of the site and adjoining property; fencing and screening; landscaping, topography, and natural drainage; traffic hazards, vehicular access, circulation and parking; pedestrian circulation; signage, and lighting; compatibility with existing uses; availability of necessary public services; and compliance with applicable requirements of all City ordinances.

	<u>Two-Family</u>	<u>1 day up to less than 1 month</u>	<u>Planning Board</u>	<u>Code Office</u>	<u>I</u>
<u>TRA-3</u>	<u>Multi-Family*</u>	<u>1 day up to less than 1 month</u>	<u>Planning Board</u>	<u>Planning Board</u>	<u>II</u>

* Use of structure as a dwelling must be a permitted or conditional use in the zone. All newly-constructed Lodging or Rooming Houses are subject to Planning Board Site Plan Review.

G. Additional Requirements. In addition to the standards set forth in Section 11-106 and other applicable law, ordinance, or regulations, the following criteria shall apply to applications for Transient Residential Accommodations:

- (1) The occupancy classification of a single-family structure, or a unit in a two-family or multi-family structure, used as a TRA shall be in compliance with that of a “one-family dwelling” as described in Chapter 24 § 24.1.1.1 of NFPA 101 Life Safety Code/2012.
- (2) Rental must be to a single entity. Maximum occupancy shall be limited to two people per bedroom plus no more than two additional children under the age of twelve.
- (3) The use of a dwelling unit as a TRA does not violate any applicable lease, rental agreement, condition of municipal approval, covenant, or other lawful restriction on the use of the parcel;
- (4) Notwithstanding anything to the contrary in Section 19-315, signage identifying, advertising, providing wayfinding, or otherwise relating to the use of a dwelling as a TRA is not permitted, either on- or off-site;
- (5) The Permittee must maintain accurate, up-to-date records of all rental transactions in the TRA, including the number of guests and the duration of their stays. Such records must be available for review by the Code Enforcement Officer upon request;
- (6) The Permittee must post in plain sight to visitors near the entrance and in each rented bedroom a Notice that identifies the name, address, phone number(s), e-mail address, and emergency contact of the operator of the TRA, and, when the TRA is not subject inspection by the City’s Code Enforcement Officer and Fire Chief pursuant to Table 11-210(2), the following disclaimer:

NOTICE

The Operator of these accommodations, [print permittee’s name] has been granted a City of Rockland Transient Residential Accommodations Permit, Permit No. _____, pursuant to Rockland Code of Ordinances, Ch. 11, Art. II, Sec. 11-210(2). THE GRANTING OF THIS PERMIT DOES NOT CONSTITUTE A FINDING BY THE CITY OF ROCKLAND OR OTHER CODE

ENFORCEMENT AUTHORITY THAT THE PREMISES ARE IN COMPLIANCE WITH APPLICABLE BUILDING, PROPERTY MAINTENANCE, FIRE PREVENTION, LIFE SAFETY, OR OTHER APPLICABLE CODES OR REGULATIONS. No inspection for compliance with such regulations has been conducted, and none is required for Operator to acquire a Transient Accommodations Permit or to conduct that business at these premises so long as the Operator's use of the premises is in conformance with and does not exceed the scope of the Transient Residential Accommodations Permit;

and

(7) The Permittee must assure that each advertisement of the TRA includes Permittee's City of Rockland Transient Accommodations Permit number.

(G) **Suspension, Revocation, or Denial of Permit.** The Permitting Authority **may deny any Transient Residential Accommodation Permit upon failure of the applicant to meet all regulations set forth in this section.** The City Council may condition, suspend, or revoke a **Transient Residential Accommodation Permit**, following a public hearing, on the basis of the licensee's non-compliance with any applicable law, ordinance, or regulation, or license certification, condition, or criteria.

Sponsor: Mayor Isganitis

Originator: Code Enforcement Officer

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #42
IN CITY COUNCIL**

October 14, 2015

**ORDINANCE AMENDMENT: Zoning Provisions for Transient
Residential Accommodations**

**THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning And
Planning, ARTICLE III, Zoning Ordinance, BE AMENDED AS FOLLOWS:**

Sec. 19-302 Words And Phrases Defined

For the purpose of this Article certain words and phrases are defined as follows:

* * *

Bed and Breakfast Establishments. Except as permitted pursuant to Ch. 11, Art. II, Sec. 11-210(2), the following definition shall apply:

- a. The following definition shall apply: **Bed and Breakfast.** Any dwelling in which two (2) or more bedrooms for transient lodging or boarding and lodging are provided and offered to the public one or more persons or families by the owner for compensation for less than one week. Except as otherwise provided, this property shall also be the full-time, permanent residence of its owner during periods of operation. There shall be no provisions for cooking in any individual guest room. The maximum guest occupancy shall be 16 / night
- b. No food or drink of any kind shall be sold to the general public.
- c. For a Bed and Breakfast in a residential zone, no more than eight (8) rooms may be rented unless the property has multiple buildings existing prior to April 10, 2002. In that case, additional rooms may be rented in the additional building or buildings up to a total of twelve (12) rooms on the property. The expansion must be made wholly within the building existing as of April 10, 2002.

Unless presented together initially, each multiple existing building being opened as a Bed and Breakfast Inn will require its own Site Plan Review and approval from the Planning Commission.

Dwelling Unit: A room or suite of rooms that are arranged, designed, used, or intended for use as a self-contained housekeeping unit, separated from other such rooms or suites of rooms, and contains living, kitchen, and sleeping facilities for one person, or one family, including single-family homes and the separated units in a duplex, apartment house, multi-family dwelling, and residential condominium.

~~A room or suite of rooms that is used as a habitation, which is separate from other such rooms or suites of rooms, and which contains living, cooking, and sleeping facilities, includes single family houses, and the units in a duplex, apartment house, multifamily dwellings, and residential condominiums.~~

Dwelling, One-Family or Dwelling, Single-Family: The use, for zoning purposes, of a single-family structure by its owner or the owner's tenant as a residence for a person or a family for a term of at least one month, except as otherwise provided under Title 30-A, Maine Revised Statutes, Section 4357-A – Community Living Arrangements, as amended.

~~A building containing not more than one (1) dwelling unit in which the dwelling unit is occupied by members of a single family with not more than three (3) outsiders, if any, accommodated in rented rooms, with exceptions as mandated in Title 30 A Section 4357 A: Community living arrangements, as amended.~~

Structure, Single-Family: A building containing not more than one (1) dwelling unit.

Dwelling, Two-Family: The use, for zoning purposes, of each dwelling unit in a two-family structure by its owner or the owner's tenant as a residence for one person or a family for a term of at least one month.

~~A building containing not more than two (2) dwelling units in which each dwelling unit is occupied by members of a single family with not more than three (3) outsiders, if any, accommodated in rented rooms.~~

Structure, Two-Family: A building containing two (2) dwelling units.

Dwelling, Multi-Familyple. The use, for zoning purposes, of each dwelling unit in a multi-family structure by its owner or the owner's tenant as a residence for one person or a family for a term of at least one month, including apartment houses and apartment hotels, but excluding boarding houses, inns, lodging houses, hotels, motels, and other transient residential accommodations.

~~**Dwelling; Multiple.** A "multiple dwelling" means a building or portion thereof used or intended to be used or occupied as a permanent residence, more or less, by three (3) or more families living independently of each other, including apartment houses and apartment hotels, but excluding boarding houses, lodging houses, hotels and motels. The latter terms shall mean a building or buildings divided into individual rooms or suites of rooms which are rented or used or designed to be used primarily for sleeping purposes where the building(s) has only general kitchen and dining facilities or where the rooms which are rented contain no extensive cooking facilities.~~

Structure, Multi-Family: A building containing three (3) or more dwelling units.

Family. Two or more persons related by blood, marriage, civil union, or adoption who reside together as a single housekeeping unit, sharing common kitchen and bathroom facilities. A

“family” for zoning purposes may also consist of (1) two or more persons related by blood, marriage, civil union, or adoption and no more than three additional persons who are not so related, or (2) no more than three unrelated persons, who occupy a dwelling unit as a single housekeeping unit, sharing common kitchen and bathroom facilities.

~~————“Family” means one (1) or more persons living, sleeping, cooking and eating on the same premises as a single house-keeping unit, as distinguished from a group occupying a boarding house, lodging house, or hotel. Such unit shall not exceed five (5) persons not related by blood or marriage.~~

Hotel: A commercial establishment offering sleeping accommodations for seventeen (17) or more travelers and others on a transient or semi-permanent basis, sometimes including varying levels of accessory services for occupants and/or the general public such as restaurants, shops, and meeting rooms.

~~A building or groups of buildings under the same management in which there are sleeping accommodations for more than sixteen (16) persons and primarily used by transients for lodging with or without meals.~~

* * *

Kitchen Facility(ies). “Kitchen Facility,” both in its singular or plural form, shall mean an area that contains any, some, or all of the following facilities for food preparation, storage, and/or sanitation: a stove, oven, convection oven, microwave, hotplate or other cooking or food warming equipment; any size refrigerator or freezer; and/or any type of sink, including a bar sink or wet-bar but not including a bathroom sink.

~~————**Lodging Facilities.** A facility that offers accommodations for a fee.~~

~~**Lodging, or Rooming, or Boarding House:** A building other than single-, two-, or multi-family structure in which a licensed operator provides, for a fee, sleeping accommodations for sixteen (16) or fewer persons on either a transient or permanent basis, with or without meals served to occupants only, but without separate kitchen facilities for individual occupants; provided however that the building may include a separate, additional dwelling unit occupied by the owner or manager that includes kitchen facilities for such owner or manager’s personal use.~~

~~————**Lodging or Rooming House:** Buildings that provide sleeping accommodations for sixteen (16) or fewer persons on either a transient or permanent basis, with or without meals, but without separate cooking facilities for individual occupants.~~

* * *

Transient Residential Accommodation (“TRA”). The use of all or part of a legally-existing dwelling unit for short-term rental to a person or family unrelated to the owner or occupant of the unit, for consideration, for periods of less than one month.

Sec. 19-309 Special Use Classes Exceptions and Exemptions

* * *

3. Transient Residential Accommodations.

A. Permitted Transient Residential Accommodations. In any zone, existing single-, two-, and multi-family structures may be used as Transient Residential Accommodations upon the issuance of a Transient Residential Accommodations Permit for the premises pursuant to Chapter 11, Article II, Section 11-210. Notwithstanding anything to the contrary in this section, Planning Board review of Transient Residential Accommodations as a Special Use Class shall not be required when the Code Office is the designated Permitting Authority pursuant to Chapter 11, Article II, Section 11-210(2).

B. Prohibited Transient Residential Accommodations. No person may offer for rent, rent, operate, or otherwise use any parcel in the City of Rockland for Transient Residential Accommodations if:

(1) Such person has not secured or maintained a valid Transient Residential Accommodations Permit for the premises; or

(2) The accommodations are an accessory apartment, a detached accessory building, recreational vehicle, trailer, tent, or other mobile residential equipment other than a mobile home.

**Sponsor: Mayor Isganitis
Originator: Code Enforcement Officer**

CITY OF ROCKLAND, MAINE

ORDER #81

IN CITY COUNCIL

October 14, 2015

ORDER Amending Harbor & Waterfront Fee Schedule

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Harbor & Waterfront Fee Schedule, adopted 06/30/14 and amended 08/11/14, is hereby further amended as follows:

**HARBOR & WATERFRONT FEES
(Adopted 06/30/2014; Effective 07/01/2014; As Amended 08/11/14)**

VESSEL MOORING PERMITS:

- Residents: ~~\$60.00~~ \$70.00 per year for a mooring site designed for a 30' vessel or less PLUS ~~\$1.75~~ \$2.00 per foot of designed mooring site exceeding 30'.
- Non-Residents: ~~\$80.00~~ \$140.00 per year for a mooring site designed for a 30' vessel or less PLUS ~~\$1.75~~ \$2.00 per foot of designed mooring site exceeding 30'.
- Rental and Service Moorings: \$120.00 per year for a mooring site designed for 30' vessel or less PLUS ~~\$1.75~~ \$2.00 per foot of designed mooring site exceeding 30'.
- Late Fees: \$30.00 late fee per mooring permit.

PRIVATE USE DOCKING:

Public Landing:

- Floating docks: All vessels shall pay \$5.00 per hour beyond the initial two (2) hours.
Overnight docking ~~\$2.00~~ \$2.50 per foot for vessels under 50 feet (including all appendages) and \$2.50 per foot for vessels over 50 feet.
Visiting school (non-profits, educational institutions) ships shall pay \$1.00 per foot per night.
- Visiting cruise ships: Shall pay ~~\$2.50~~ \$3.00 per foot, per day and a service fee of \$175.00 per visit.
- Dinghy floats: \$50.00 per season for Rockland Residents
\$175.00 per season for Non-Residents

\$5.00 per day; up to two hours without charge.

Snow Marine Park:

Dinghy Storage: \$20.00 per season for Rockland Residents
\$100.00 per season for Non-Residents
\$5.00 per day.

Middle Pier Winter Dockage:

\$300.00 per month for vessels less than thirty feet, \$400.00 per month for vessels 30 feet or greater in length.

Municipal Mooring Rentals:

	May 15 – Oct 15	Oct 16 - May 14
Daily	\$30.00	Not Available
Weekly	\$155.00	Not Available

PUBLIC AMENITIES:

Electricity	\$2.00 \$5.00/per hr.	
Showers	\$2.00	
Water	\$3.00 per day	\$30.00/season

SNOW MARINE PARK BOAT LAUNCHING FACILITIES:

Private Users:	Daily use:	\$5.00
	Annual pass:	\$20.00 Rockland Resident \$40.00 Non-resident
Commercial User:	Daily use:	\$25.00
	Annual pass:	\$250.00

COMMERCIAL VESSEL USE OF MUNICIPAL PIERS:

Dockage Fees:

~~\$50.00~~ \$55.00 per foot per season, \$200.00 deposited with application
Vessels owned by residents of Rockland: \$1.00 per passenger
Vessels owned by non-residents shall pay \$2.00 per passenger
Vessels requiring a USCG approved secure facility: \$4.00 per passenger; with a Port Development Fee of \$4.00 per passenger

Launch Service Vessels:

\$50.00 per summer.

Utilities:

May 15th to October 15th - \$450.00 per month.

October 16th to May 14th - Electricity as metered, minus \$35.00/month for overhead lighting.

Boat Charter Companies:

\$50.00 per boat per visit.

UTILIZATION OF MUNICIPAL WATERFRONT PROPERTIES:

Harbor Park only:	\$1,400.00 per day
Harbor Park and Buoy Park:	\$2,250.00 per day
Buoy Park only:	\$850.00 per day
Mildred Merrill Park only:	\$250.00 per day
All Three:	\$2,500.00 per day
Snow Marine Park:	\$500.00 per day
Extra set-up days	\$250.00 \$400.00 per day
Vendor relocation reimbursement:	\$400.00 per event
Recurrent Park Use	\$300.00 per season.

If use of the docks at the Public Landing is also desired for an event, the rate shall be \$0.50 per foot of dock space utilized per day.

UTILIZATION OF MUNICIPAL WATERFRONT PROPERTIES BY FOOD VENDOR:

Buoy Park:	\$3,000.00 per season
Snow Park/Johnson Park:	\$1,500.00 per season

BICYCLE, SCOOTER AND KAYAK RENTAL VENDOR/TRIP ORGANIZER:

The seasonal fee for such use is \$500.00.

DEPARTMENT PERSONNEL SERVICES:

Marine Events:
\$200.00/day.

Sponsor: City Manager
Originator: HMC

MEMORANDUM

To: Rockland City Manager, Jim Chaousis

From: Rockland Harbormaster, Ed Glaser

Date: September 28, 2015

Re: 2016 Harbor and Waterfront Fee Order

The Harbor Management Commission voted on fee increases and agreed to submit them to the council for approval. The HMC agreed with most of my recommendations, but raised the non-resident mooring fees substantially higher than I recommend. The HMC also substantially raised the per day set up fees for park festival usage.

I have prepared the information below to allow perspective when submitting these for City Council review.

Vessel Mooring Permits:	Resident permit increases (16%) will bring in about \$1,000.00. Non-resident increase (75%) could earn an extra \$20,000.00. Per foot increase (14%) about \$1,000. Total Increase: \$22,000.00. Current budget \$48,000; New total: \$70,000
Public Landing Docking:	Overnight private vessel docking (25%) as much as \$6,000.00 Small Cruise Ships: (20%) about \$3,000.00
Commercial Vessels:	Middle Pier (10%) \$550.00 Total; <i>Morning in Maine</i> , increase from \$2,750 to \$3,025 - \$275 <i>Captain Jack</i> , \$1,500 to \$1,650 - \$150 <i>Two Toots</i> , \$1250 to \$1375- \$125
Park Rental:	Extra set-up days increase from \$250 per day to \$400. Approximate income \$1,000.
Total Potential Increases: (By the end of fiscal 2017)	\$32,550.00.