

CITY OF ROCKLAND, MAINE



***270 Pleasant Street
Rockland, Maine 04841***

CITY CLERK'S OFFICE

October 2, 2015

***YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF THE
ROCKLAND CITY COUNCIL WILL BE HELD IN CITY COUNCIL
CHAMBERS AT ROCKLAND CITY HALL, 270 PLEASANT STREET,
ROCKLAND, MAINE ON MONDAY, OCTOBER 5, 2015 AT 5:30 P.M. FOR
THE FOLLOWING PURPOSE(S):***

[Please Note Starting Time and Date]

Executive Session pursuant to Title 1, M.R.S. §405(6)(f), Title 22, M.R.S. §4306, Title 26, U.S.C. §13119A(2), which require the City to preserve the confidentiality of applicants' financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City's Katherine B. Haines Fund.

Set Agenda for October 14, 2015 Regular Meeting

Presentation: Tilson Technology Management - High Speed Broadband Network Report (10/06/15 at 6:00 p.m. at the Rockport Opera House, 6 Central Street, Rockport, Maine).

***YOUR PUNCTUAL ATTENDANCE IS REQUESTED
PER ORDER OF THE MAYOR OF THE CITY OF ROCKLAND***


**STUART H. SYLVESTER
CITY CLERK**

ITEMS FOR 10/14/15 REGULAR MEETING:

October 5, 2015

Communications:

- a. Letter from Steve Carroll – Resignation from Knox County Budget Committee

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

Resolves:

- #40 Commendation – David Kalloch
- #41 Commendation & Recognition – David Larrabee
- #42 Donations – Rockland Public Library

Ordinances in Final Reading and Public Hearing:

- #24 Ch. 17, Sec. 17-403 & 17-420 Parking Violations; Shuffling
- #32 Zoning Map Amendment – “B” to “I” Thomaston Street
- #33 Authorizing Quit Claim Deed – Sale of 35 Broadway
- #34 Ch. 2, Sec. 2-212 – City Council Regular Meeting; Starting Time
- #35 Authorizing Quit Claim Deed – Sale of 60 Merrill Drive
- #36 Authorizing Quit Claim Deed – Sale of 99 West Meadow Road
- #37 Ch. 3, Art. III Keeping of Domesticated Chickens
- #38 Ch. 19, Sec. 19-304 Res A Zone Regs; Domesticated Chickens

Ordinances in First Reading:

- #39 Authorizing Quit Claim Deed – Sale of 19 Franklin Street
- #40 Authorizing Quit Claim Deed – Sale of 15 Garden Avenue
- #41 Ch. 11, Sec. 11-210 Lodging House and Transient Residential Accommodations
- #42 Ch. 19, Secs. 19-302 & 19-309 Transient Residential Accommodations

Orders:

- #81 Amending Harbor & Waterfront Fee Schedule

Stuart

From: Tucson <tucson7050@gmail.com>
Sent: Tuesday, September 29, 2015 9:18 AM
To: ssylvester@ci.rockland.me.us
Subject: Letter to council

Members of the Rockland city Council. Please let this letter serve as my resignation from the Knox County Budget Committee. I have served two years and learned a great deal from my experience working with this committee. Unfortunately, the experience has taught me that my view of the need to reign in government spending is not shared by the too many in this group. I am greatly outnumbered and have come to realize I will never be able to fulfill my goal to reduce spending in at least County government. I Thank you for giving me the opportunity to serve. My resignation shall become effective October 1st.

Sincerely
Steve Carroll

Sent from my iPad

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 # _____

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

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

Police Chief [Signature] Date 10/2/15

City Clerk _____ 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 # _____

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

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

Police Chief  _____ Date _____

City Clerk _____ 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 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 9/18/15

Approved By: _____ License # _____

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

Fire Inspector _____ Date
Approved _____ Inspected; See Report _____

[Signature] Police Chief 9/22/15 Date

City Clerk _____ 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:

407
Page: 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:

██████████ 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, 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

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 \$1,830.48 to the Rockland Public Library for 193 children's titles to be added to the Library's Children's collection, and \$370.00 for a Season Vehicle Pass through the end of 2016 for Maine State Parks, and 4 passes to the Farnsworth Art Museum, 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);

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
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)	\$50	\$100	\$10	\$20
	Shuffling or Relocating	\$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, 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 ~~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> 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 _____

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

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

EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm. Int.
Year	Type						
OTHER ASSESSMENTS							
Total: 119,500							

ASSESSING NEIGHBORHOOD		Street Index Name	Traffic	Batch
NBHD/ SUB	NBHD Name			
0001/A				

NOTES	
WHITE W/ GREEN TRIM	1A

BUILDING PERMIT RECORD		Amount	Insp. Date	% Comp.	Date Comp.	Comments
Permit ID	Issue Date					
E10-150	06/04/2010	0		100	04/01/2011	ELEC UPGRADE TO 200A/162005

VISIT/ CHANGE HISTORY		ID	CA	Purpose/Result
Permit ID	Issue Date			
E10-150	06/04/2010	SF	00	Measur-+Landed

LAND LINE VALUATION SECTION		Unit Price <th>Factor S.A. <th>Disc <th>Factor C. <th>ST. Adj. <th>Notes- Adj</th> </th></th></th></th>	Factor S.A. <th>Disc <th>Factor C. <th>ST. Adj. <th>Notes- Adj</th> </th></th></th>	Disc <th>Factor C. <th>ST. Adj. <th>Notes- Adj</th> </th></th>	Factor C. <th>ST. Adj. <th>Notes- Adj</th> </th>	ST. Adj. <th>Notes- Adj</th>	Notes- Adj
B Use	Description						
# Code	Zone D	Front Depth	Units	Price	Factor S.A.	Disc	Factor C.
1 1010	Single Family		5,268 SF	4.88	1.0000	5	1.0000
Total Card Land Units:		0.12 AC	Parcel Total Land Area: 0.12 AC				

APPRAISED VALUE SUMMARY		Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
Total:		91,200	0	25,700	25,700	0	119,500

VALUATION SUMMARY		Valuation Method:	Exemptions	Adjustment:	Net Total Appraised Parcel Value
Total Appraised Parcel Value		119,500	0	0	119,500

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

MIXED USE

COST/MARKET VALUATION

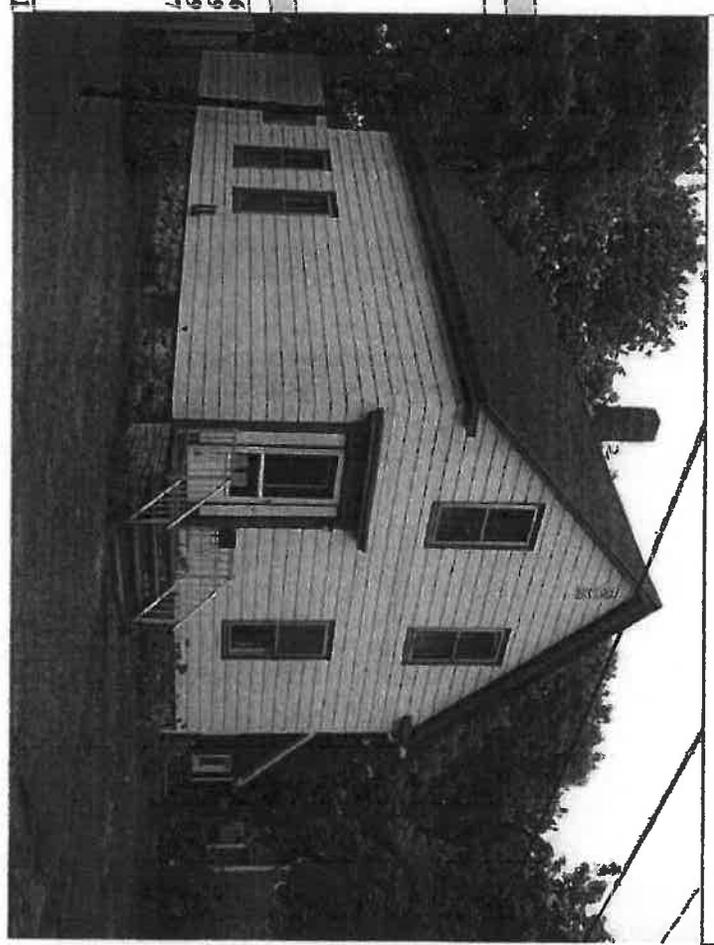
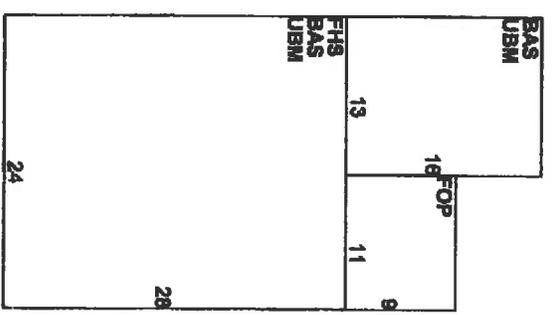
Element	Code	Ch	Description	Element	Code	Ch	Description
Style	06		Conventional				
Model	01		Residential				
Grade	03		Average				
Stories	1.5						
Occupancy	1						
Exterior Wall 1	26		Aluminum Siding				
Exterior Wall 2							
Roof Structure	03		Gable/Flp				
Roof Cover	03		Asph/Fr Gls/Cmp				
Interior Wall 1	04		Plywood Panel				
Interior Wall 2							
Interior Flr 1	06		Enhald Sht Gds				
Interior Flr 2	14		Carpet				
Heat Fuel	02		Oil				
Heat Type	05		Hot Water				
AC Type	01		None				
Total Bedrooms	03		3 Bedrooms				
Total Bathrooms	1						
Total Half Baths	1						
Total Xtra Fixrs	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 Descript	L/B	Unit	Unit Price	Yr	Code	Dr	Rr	Chd	%Chd	Apr 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	Underrec. Value
BAS	First Floor	880	880	880	95.95	84,436
FHS	Half Story, Finished	336	672	336	47.98	32,239
FOP	Open Porch	0	99	20	19.38	1,919
UBM	Basement, Unfinished	0	880	176	19.19	16,887
TVL Gross Lw/Case Area:		1,316	2,431	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	TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT	ASSESSED VALUE
ROCKLAND, CITY OF (T-LIEN 2008)	3 Low		1 Paved	2 Suburban	Description Code	Appraised Value
TAX LIEN 2008 / SMITH				5 City owned	9030	14,600
270 PLEASANT STREET				1 Tax Exempt		
ROCKLAND, ME 04841						
Additional Owners:						

SUPPLEMENTAL DATA		HISTORIC D	
Other ID: 060-A-000003000	Personal Pro ESD (not used) 60A3	Owner Phone X	Owner Email
NOTES TREE GROWT: 5	7 TTR DIST		
GIS ID: 60A3			

RECORD OF OWNERSHIP	BE-FOL/PAGE	SALE DATE	q/t	v6	SALE PRICE	P.C.	Yr. Code	ASSESSED VALUE	Yr. Code	ASSESSED VALUE	Yr. Code	ASSESSED VALUE
ROCKLAND, CITY OF (T-LIEN 2008)	3709/091	04/24/2008	U	V		2D	2014	9030	2H	2014	9030	2H
SMITH, DOROTHY C, HEIRS	416/598	10/19/1963	U	I								
FULLETON, ANNIE	0000/0000	01/01/1000	U	I								

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type	Description	Amount
ASSESSING NEIGHBORHOOD			
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		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	IS
C14-79	12/26/2013	C	PH
		Complainant	99 Vacant Land
		Amount	
		0	
		Insp. Date	
		100	
		Date Comm.	
		12/26/2013	
		Comments	
		COMPLAINANT IS WCDM/29/2005	

LAND LINE VALUATION SECTION																
B Use	Use	Zone	D	Front	Depth	Units	Unit Price	I. Factor	Acres	C. ST. Factor	Adj. Adi.	Notes-Adi	Special Pricing	S Adj. Fact	Adj. Unit Price	Land Value
1	903V CITY of Rockland 00	B				6,508 SF	4,088	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	Cd Ch	Description	Description

Model	00	Vacant	
MIXED USE			
Code	Description	Percentage	
903V	City of Rockland 00	100	

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

OB-OUTBUILDING & YARD ITEMS(L) / XE-BUILDING EXTRA FEATURES(B)											
Code	Description	Sub	Sub Descript	L/B Units	Unit Price	Yr	Code	Dp Rr	Ord	%Ord	App Value

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff Area	Unit Cost	Undeprc. 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 removed 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

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 <u>\$5.00</u> /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: \$3.00 per passenger; with a Port Development Fee of \$4.00 per passenger

Wharfage for vessels that book their use of a City facility on or after August 12, 2014, for visits to such facility on or after May 15, 2016:

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.