

REGULAR MEETING

AGENDA

December 14, 2015

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Public Forum (5 minute 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. Lodging House License – Limerock Inn
 - b. Lodging House License – 250 Main
 - c. Liquor & Entertainment Licenses – Rockland Elks Lodge
 - d. Liquor & Entertainment Licenses – The Strand Theatre
 - e. Taxi Company License – Reed’s Taxi (1 taxicab)
8. Resolves:
 - #50 Re-Appointments - Boards, Commissions & Committees **Mayor MacLellan-Ruf**
 - #51 Accepting Donations – Library **City Council**
 - #52 Establishing Position & Confirming Appointment – Asst. DPS **City Council**
 - #53 Establishing Position & Confirming Appointment – Asst. City Mgr. **City Council**
 - #54 Accepting Donation – Fire Department **City Council**
9. Ordinances in Final Reading and Public Hearing:
 - #41 Chapter 11, Section 11-210 Short-Term Rentals **City Council**
 - #42 Chapter 19, Article III Short-Term Rentals **City Council**
 - #43 Chapter 19, Section 19-304 “DT” & “TAAOZ” Setbacks **Frm Mayor Isganitis**
 - #44 Authorizing Bill of Sale – Reconveyance of 105 First Street **City Council**
 - #45 Chapter 17, Section 17-802 15 Min Limit - Thorndike Lot **Frm Mayor Isganitis**
10. Ordinances in First Reading:
 - #46 Chapter 8, Section 8-708 GA Max Levels of Assistance **City Council**
 - #47 Authorizing Quit Claim Deed – Reconveyance of 258 Rankin St. **City Council**
 - #48 Authorizing Moratorium – Grid-Scale Power Facilities **Councilor Jillson**
11. Orders:
 - #88 Authorizing Blanket Letter of Approval – Games of Chance **City Clerk**
 - #89 Authorizing Blanket Letter of Approval – Beano/Bingo **City Clerk**
 - #90 Casting Ballot – MRC Board of Directors **City Council**
 - #91 Authorizing Mutual Agreement – Termination of REC Option **City Council**
 - #92 Authorizing License Agreement – Winter Street LLC **City Manager**
 - #93 Authorizing License Agreement – ABRI Pregnancy Center **Councilor Clayton**
 - #94 Accepting Grant – Emergency Management **City Manager**
12. Adjournment.

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

Name of Applicant Wiscamiter inc dba Limerock Inn Phone 594 2257

Address of Applicant 96 Limerock St.
Rockland, ME 04841

Name of Business Limerock Inn Phone 594-2257

Address of Business 96 Limerock St
Rockland, ME 04841

Name of Property Owner (if different) Frank C Issamitis & Rudolf P. Walter

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

Type of Business Bed & Breakfast

Expiration of Current License 12/31/15

Fee(s) Paid \$100.00 Date 11/9/2015

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 [Signature] Date 11/9/2015

Approved By: [Signature] License # _____

[Signature] Code Officer 12/1/15 Date
 Approved Inspected; See Report

[Signature] Fire Inspector 12/10/15 Date
 Approved Inspected; See Report

[Signature] Police Chief 11/8/15 Date

[Signature] City Clerk 12/11/15 Date

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

Name of Applicant 250 MAIN STREET, LLC Phone 207-354-2163

Address of Applicant 84 Knox Street, Thomaston, ME 04861

Name of Business 250 Main Phone 207-594-5994

Address of Business 250 Main Street, Rockland, ME 04841

Name of Property Owner (if different) _____

Type of License(s): _____ Liquor Victualer ^{\$150} _____ Entertainment

Lodging House ^{\$100} _____ Commercial Hauler _____ Landscape Contractor

_____ Billiard Room _____ Second Hand Dealer _____ Other (Specify) _____

Type of Business 26 Room Hotel

Expiration of Current License N/A

Fee(s) Paid \$ 250 Date 10/27/15

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 [Signature] Date Oct 26, 2015

Approved By: _____ License # _____

* [Signature] Code Officer 12/12/15 Date
_____ Inspected; See Report

[Signature] Fire Inspector 12/16/15 Date
_____ Inspected; See Report

[Signature] Police Chief 11/15/15 Date

[Signature] City Clerk 12/11/15 Date

* Certificate of Occupancy will be final inspection.

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

Name of Applicant Jessie Davis Phone 207-701-5053

Address of Applicant 315 Main St Suite 207
Rockland, Me 04841

Name of Business Friends of The Strand Theatre Phone 207-594-0070

Address of Business 345 Main St
Rockland Me 04841

Name of Property Owner (if different) _____

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

Type of Business Entertainment / Theatre

Expiration of Current License 1-15-16

Fee(s) Paid \$450.00 Date 11-23-15

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 [Signature] Date 11/23/15

Approved By: _____ License # _____

[Signature] Approved _____ Inspected; See Report _____ Code Officer 12/11/15 Date

[Signature] Approved _____ Inspected; See Report _____ Fire Inspector 12/10/15 Date

[Signature] Approved _____ Inspected; See Report _____ Police Chief 12/11/15 Date

[Signature] Approved _____ Inspected; See Report _____ City Clerk 12/11/15 Date

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

Name of Applicant Rockland Lodge of Elks Phone 594-9200

Address of Applicant 210 Rankin St P.O. Box 983 Rockland

Name of Business Same Phone _____

Address of Business _____

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 Club

Expiration of Current License 1/25/16

Fee(s) Paid \$ 300 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 John W. Lubez Date 10/16/15

Approved By: _____ License # _____

[Signature] Approved _____ Inspected; See Report _____ Code Officer 12/11/15 Date

[Signature] Approved _____ Inspected; See Report _____ Fire Inspector 12/10/15 Date

[Signature] Approved _____ Inspected; See Report _____ Police Chief 11/18/15 Date

[Signature] Approved _____ Inspected; See Report _____ City Clerk 12/11/15 Date

City of Rockland, Maine
Application for Outdoor Sale of Alcohol

Name of Applicant Rockland Lodge of Elks Phone 594-9200
Address of Applicant 210 Rankin St. P.O. Box 983 Rockland, Me.
Name of Business Rockland Elks Phone 594-9200
Address of Business 210 Rankin St. Rockland, Me. 04841
Location of Proposed Outdoor Sale of Alcohol _____
Date Liquor License Issued 1/25/15

Applications will not be approved unless inspected by the Code Enforcement Officer, Police Chief and Fire Chief and they are satisfied that all necessary steps will be taken to assure public safety and compliance with all applicable laws.

Information Required on all Applications for Outdoor Sale of Alcohol (use back of application for additional space or attach requested information):

1. Site Plan of suitable scale demarcating area for proposed sale and consumption, location of ingress and egress, fencing, buildings, streets, driveways and sidewalks.

2. Method of enclosure of proposed area (fencing - type of construction):

Roped off for Horseshoe, Deck Area Fenced

3. Hours and days of operation:

Horseshoe's May - Oct. Monday's May to Oct. Deck Area During good weather
Summer - Fall

4. Hours and days gate attendant will be present:

Deck Area 12:00 P.M. - 10:00 P.M. Every Day

Code Officer: [Signature] Date: 12/11/15
 Approved Inspected; See Report

Fire Inspector: [Signature] Date: 12/10/15
 Approved Inspected; See Report

Police Chief: [Signature] Date: 11/18/15
 Approved

City Council Approved per City Clerk: [Signature] Date: 12/11/15

WOODS

HORSE SHOE PITTS

ROPED OFF

DRIVE WAY

LAWN AREA

STAIR

FENCE

DECK AREA

DOOR

ELKS BUILDING

FLAG
POLE

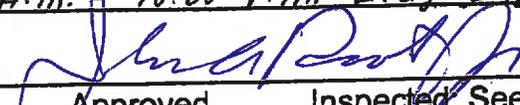
City of Rockland, Maine
Application for Outdoor Sale of Alcohol

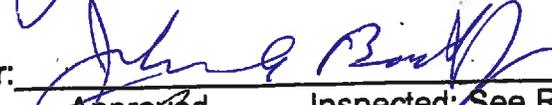
Name of Applicant Rockland Lodge of Elks Phone 594-9200
Address of Applicant 210 Rankin St. P.O. Box 983 Rockland, Me.
Name of Business Rockland Elks Phone 594-9200
Address of Business 210 Rankin St. Rockland, Me. 04841
Location of Proposed Outdoor Sale of Alcohol _____
Date Liquor License Issued 1/25/15

Applications will not be approved unless inspected by the Code Enforcement Officer, Police Chief and Fire Chief and they are satisfied that all necessary steps will be taken to assure public safety and compliance with all applicable laws.

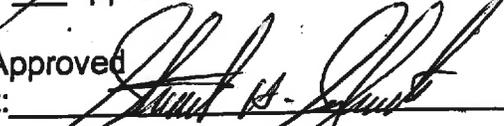
Information Required on all Applications for Outdoor Sale of Alcohol (use back of application for additional space or attach requested information):

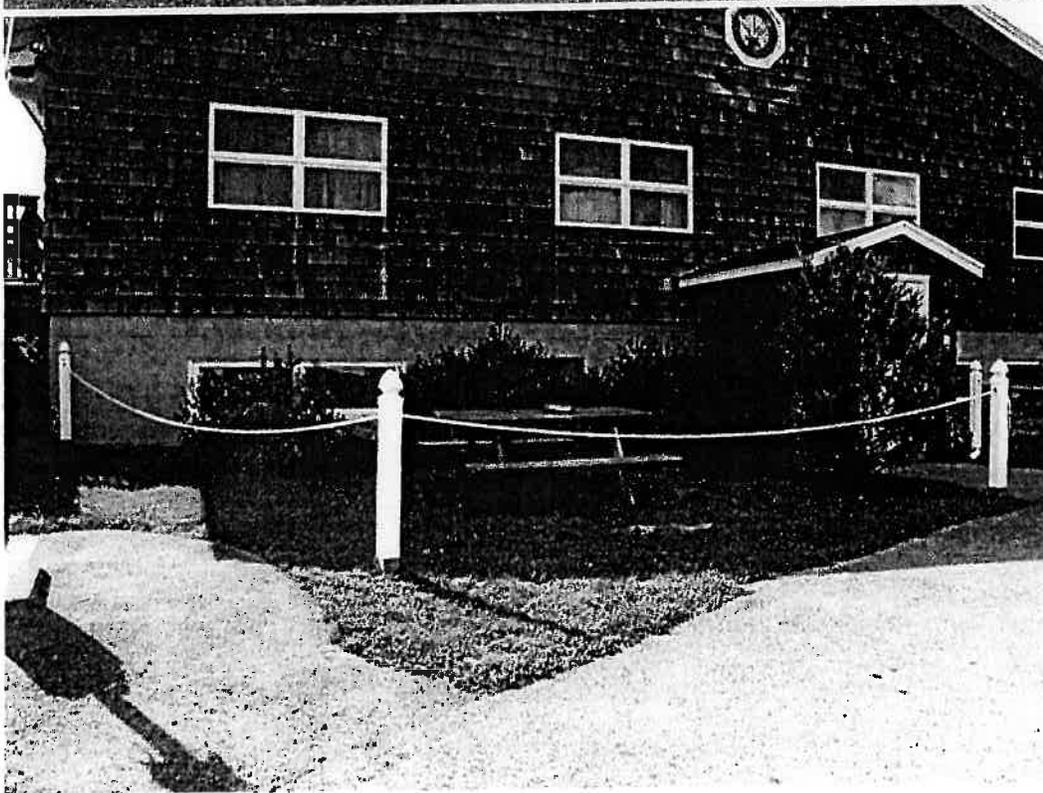
1. Site Plan of suitable scale demarcating area for proposed sale and consumption, location of ingress and egress, fencing, buildings, streets, driveways and sidewalks.
over
2. Method of enclosure of proposed area (fencing - type of construction):
Roped off area next to flagpole
3. Hours and days of operation:
10:00 A.M. - 10:00 P.M. Every Day
4. Hours and days gate attendant will be present:
10:00 A.M. - 10:00 P.M. Every Day

Code Officer:  Date: 12/11/15
 Approved Inspected, See Report

Fire Inspector:  Date: 12/11/15
 Approved Inspected, See Report

Police Chief:  Date: 1/15/15
 Approved

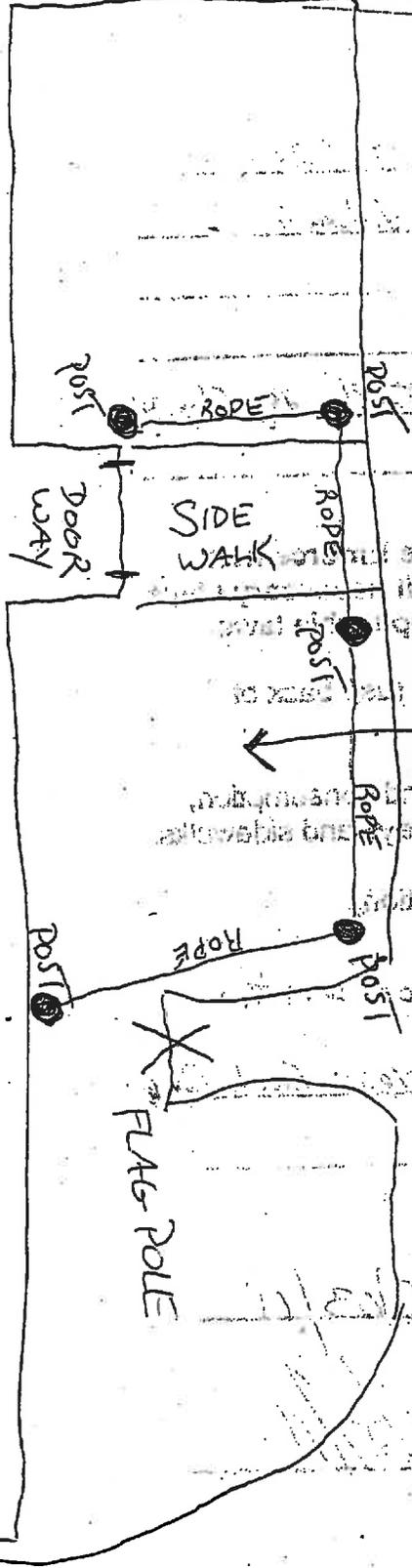
City Council Approved
per City Clerk:  Date: 12/11/15



GARDEN

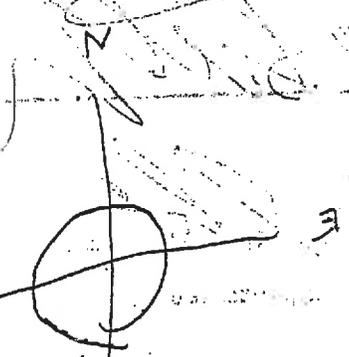
DRIVE THRU

EIRCS LOT/14C



ROPE IN AREA

PARKING LOT

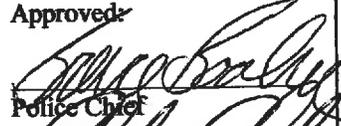


APPLICATION FOR TAXICAB LICENSE

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

Office Use Only

Date: 12/10/15

Approved: 
Police Chief


City Clerk

License # _____

Name of Applicant MICHAEL EATON Phone 207 596 3008

Address of Applicant 2 Second ST
ROCKLAND, ME 04841

Name of Taxi Company REOS TAXI Phone 207 596 3008

Address of Taxi Company 2 Second ST
ROCKLAND ME 04841

Other persons or entities having an interest in the company:

Name	Address
MELISSA EATON	2 Second ST

(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 X 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: _____
(Use Separate Sheet, if necessary)

Number of Taxicabs Owned By Applicant: 1 Number of Taxicabs to be Operated in City: 1

Fee: (\$50 per taxicab) \$ 50.00 Description: _____

Make	Model	Year	VIN Number	Seating
Chevy	Impala	2013	2G1WG5E3401148483	4

(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

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. 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 Michael Eaton Date 12-3-15

CITY OF ROCKLAND, MAINE

RESOLVE #50

IN CITY COUNCIL

December 14, 2015

RESOLVE Re-Appointments to Boards, Commission and Committees

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the re-appointments by the Mayor of the following persons to the following Boards, Commissions and/or Committees for the listed terms are hereby confirmed:

PLANNING BOARD:

Peta vanVuuren, 287 Broadway (2018)

PERSONNEL BOARD:

Rudolf P.J. Walter, 96 Limerock Street (2018)

ZONING BOARD OF APPEALS:

Carol Maines, 186 North Main Street (2018)

COMPREHENSIVE PLANNING COMMISSION:

Ann Morris, 60 Lake Avenue (2018)

Michelle Gifford, 57 Pacific Street (2018)

HARBOR MANAGEMENT COMMISSION:

Melissa Maker, 130 Thomaston Street (2018)

Richard Whitman, 29 State Street (2018)

Howard Edwards, Jr., 146 Rankin Street (2018)

PARKS COMMISSION:

Alison Weaver, 30 Chestnut St. Apt. C (2018)

COAST GUARD CITY ADVISORY COMMITTEE:

Nancy Jeffers, 15 Tea Street (2018)

Deborah McNeil, 67 Waldo Avenue (2018)

ENERGY ADVISORY COMMITTEE:

Anthony Coyne, 41 Highland Street (2018)

LIBRARY ADVISORY COMMITTEE:

Carol Miller, 17 Katahdin Avenue (2018)

Gregory Pinto, 195 Broadway (2018)

Sponsor: Mayor MacLellan-Ruf

Originator: Mayor MacLellan-Ruf

CITY OF ROCKLAND, MAINE

RESOLVE #51

IN CITY COUNCIL

December 14, 2015

RESOLVE Accepting Donations - Library

WHEREAS, the Friends of the Rockland Public Library donated \$1,913.22 to the Rockland Public Library for 131 children's titles to be added to the Library's Children's collection, to be receipted into the Library Restricted Revenue Donations account (#10062-03263) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and \$3,000 toward offsetting the cost of Children's cards, to be deposited into the Library Non-Resident Cards account (#10062-03225); and

WHEREAS, the Rockland Public Library Endowment Association donated \$932 to the Rockland Public Library for Microsoft Office software for public and staff computers (via TechSoup, an organization available only to libraries and non-profits) having a retail market value of \$18,930; and \$1,334.37 for gardening/landscape services, to be receipted into the Library Restricted Revenue Donations account (#10062-03263) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, the following authors donated copies of their books to be added to the Library's collection:

- Carney Doucette, Rockland, Maine, donated "Bats at the Library", valued at \$16;
- Malia Dell, Rockland, Maine, donated "Food that Works" valued at \$26.99;
- Ann Morris, Rockland, Maine, donated "A History of Blackington's Corner and the Highlands, 200 Years of Farms and Quarries", valued at \$20;
- Lois Faulkingham, Cushing, Maine, donated "Turtle Rock Summer", valued at \$20; and

WHEREAS, Maine Water Company, Saco, Maine, donated \$50.00 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 #52

IN CITY COUNCIL

December 14, 2015

RESOLVE Establishing Position and Confirming Appointment – Assistant Public Services Director

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT there is hereby established the position of Assistant Public Services Director within the Department of Public Services, and the appointment by the City Manager of Christopher Donlin to fill that position is hereby confirmed.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #53

IN CITY COUNCIL

December 14, 2015

RESOLVE Establishing Position and Confirming Appointment – Assistant City Manager

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT there is hereby established the position of Assistant City Manager within the Executive Department, and the appointment by the City Manager of Audra Caler-Bell to fill that position is hereby confirmed.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #54

IN CITY COUNCIL

December 14, 2015

RESOLVE Accepting Donation - Fire Department

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT The City of Rockland gratefully accepts the donation from Home Depot to the Rockland Fire Department of 50 smoke detectors to be distributed by the Fire Department as it sees fit.

AND, be it further Resolved that a letter of thanks be sent to Home Depot in recognition of its generous donation.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #41
(As Amended 11/09/15)
IN CITY COUNCIL

October 14, 2015

**ORDINANCE AMENDMENT: Licensing of Lodging Houses and
Permitting of ~~Transient Residential Accommodations~~
Short Term Rentals**

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~~ short term rentals,

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~~ Short Term Rentals

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 ~~and as 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 ~~at two~~ public locations/ and advertised at least seven days before the hearing~~meeting~~.

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~~ Short Term Rentals Permit.

A. Purpose. The purpose of the ~~Transient Residential Accommodations~~ Short Term Rentals Permit is to authorize the use of legally-existing single-, two-, and multi-family structures for the accommodation of ~~transient~~ short term 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~~ Short Term Rentals 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~~ short term rentals 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~~ Short Term Rental without first obtaining annually a one-year permit therefor from the Code Enforcement Office.

C. Definitions. For the purposes of this Subsection¹:

(1)–“Minimum Stay Period” means the minimum number of nights for which a ~~Transient Residential Accommodation-Short Term Rental~~ may be rented to guests. Guests may stay for less than the minimum stay period provided that the STR remains vacant until the end of the minimum stay period. (For example, if the minimum stay period is four (4) nights, this does not preclude rental to guests for two (2) nights, provided the unit remains unrented for the two (2) subsequent nights before being occupied again as a ~~transient residential accommodations~~ short term rental.)

(2) “Owner- or Lessee-Occupied” describes a dwelling unit that is such owner’s or

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

lessee's primary residence and is occupied, including over-night, by such owner or lessee when any part of the structure is rented as a transient residential accommodation short term rental.

(3) "Transient Residential Accommodation Short Term Rental" ("TRA STR") 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:

(a) Transient Residential Accommodation Short Term Rental – 1 ("TRA STR-1") means either:

(i) an owner- or lessee-occupied 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

(ii) a dwelling unit in a two-family structure in which one unit is occupied 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.

(b) Transient Residential Accommodation Short Term Rental – 2 ("TRA STR-2") means either:

(i) 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, or

(ii) 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.

(c) Transient Residential Accommodation Short Term Rental – 3 ("TRA STR-3") means one dwelling unit in a multi-family or mixed-use 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 Live Safety Code/2012.

D. Application; Fee. The City Council may establish a non-refundable application fee for Transient Residential Accommodations Short Term Rental 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 such as residency.

E. Notice. Within seven (7) days of receipt of a complete application for a Transient

Residential Accommodation Short Term Rental 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. Such notice shall include the name, address, and telephone number of the person(s) responsible for management of the TRA STR. Notice is effective upon mailing.

F. Permitting Authority; Review Criteria. The authorized Permitting Authority shall grant, grant with conditions, or deny applications for Transient Residential Accommodations Short Term Rental Permits, applying the level of review criteria ("Review Level") as defined below, consistent with Table 11-210(2), no sooner than fourteen (14) days after the Clerk mails notice of such application to abutters pursuant to Subsection E and no later than thirty (30) days when the Code Enforcement Officer is the Permitting Authority, or sixty (60) days when the Planning Board is the Permitting Authority. When the application is for the renewal of a current Transient Residential Accommodations Short Term Rental Permit and the permittee is in compliance with this and other applicable Ordinances, the City Clerk may grant an administrative extension of such current permit for up to thirty (30) days when reasonably necessary to allow the continuance of the accommodations during the permit review and renewal process. All Transient Residential Accommodations Short Term Rentals 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 or lessee, guests, and others admitted to the premises. Evidence of such insurance must be available for inspection at all times while a unit or structure is used as a TRA STR.

Applicant shall provide the name, address, and telephone number of thea person(s) who will be responsible for management of the TRA STR.

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

Applicant shall not currently be in violation of any applicable law, ordinance, or regulation relating to a transient residential accommodation short term rental, lodging house, bed and breakfast establishment, hotel or motel, or other commercial residential facility.

Review Level II: Applicant shall demonstrate compliance with applicable² building, fire prevention, and life safety codes upon inspection by the Code Enforcement Officer and Fire Chief

² See Chapter 4 – Buildings, Inspections & Enforcement.

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, lessee, guests, and others admitted to the premises. Evidence of such insurance must be available for inspection at all times while a unit or structure is used as a TRA STR.

Applicant shall provide the name, address and telephone number of thea person(s) who will be responsible for management of the TRA STR.

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.

Applicant shall not currently be in violation of any applicable law, ordinance, or regulation relating to a transient residential accommodation short term rental, lodging house, bed and breakfast establishment, hotel or motel, or other commercial residential facility.

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.

Table 11-210(2)

<u>Type of Accommodation</u>	<u>Type of Structure</u>	<u>Minimum Stay Period</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 STR-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 night up to less than 1 month</u>	<u>Code Office</u>	<u>Code Office</u>	<u>I</u>
<u>TRA STR-2</u>	<u>Single-Family (whole house)</u>	<u>-4- 3 nights up to less than 1 month</u>	<u>Planning Board</u>	<u>Code Office</u>	<u>I</u>

	<u>Two-Family (one unit rented monthly and one unit rented less than one month)</u>	<u>4- 3 nights up to less than 1 month</u>	<u>Planning Board</u>	<u>Code Office</u>	<u>I</u>
<u>TRA STR-3</u>	<u>Multi-Family or Mixed Use</u>	<u>4- 3 nights up to less than 1 month</u>	<u>Planning Board</u>	<u>Planning Board</u>	<u>II</u>

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~~ Short Term Rentals:

- (1) The occupancy classification of a single-family structure, or a unit in a two-family or multi-family structure, used as a TRA STR 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) TRA STR rentals shall be to a single person or family;
- (3) The maximum occupancy shall be limited to two people per existing bedroom plus no more than two additional children under the age of twelve;
- (4) Provided that there are approved fire separations between dwelling units in an existing duplex or condominium structure, each unit under separate, unrelated or affiliated ownership shall be considered a single-family structure for the purposes of ~~Transient Residential Accommodations~~ Short Term Rentals Permit provisions. New condominium units established after October 1, 2015, may not be used for ~~Transient Residential Accommodations~~ Short Term Rentals;
- (5) Multi-family dwellings must be a permitted use in the zone in which it is located in order to rent any unit as a TRA STR-3;:-
- (6) An approved functional sprinkler system is required in any multi-family dwelling in which a single unit is used as a TRA STR-3;:-
- (7) A multi-family structure located in zones other than Residential "A", "AA" or "B" zones, and where the zone in which the multi-family dwelling is located permits Lodging, Rooming or Boarding Houses and/or Hotels, shall be permitted to rent any or all dwelling units for any period less than a month. Such multi-family dwelling must have approved functional sprinkler and fire alarm systems. The total number of guests occupying such TRA STR-3 shall not exceed sixteen (16);
- (8) No detached accessory building, recreational vehicle, trailer, tent, or other mobile residential equipment other than a mobile home may be permitted or rented as a transient residential accommodation;
- (9) The use of a dwelling unit as a TRA STR does not violate any applicable lease, rental agreement, condition of municipal approval, covenant, or other lawful restriction on

the use of the parcel;

- (10) 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 STR is not permitted, either on- or off-site;
- (11) The Permittee must maintain accurate, up-to-date records of all rental transactions in the TRA STR, 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;
- (12) 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 STR, and, when the TRA STR 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~~ Short Term Rentals 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~~ Short Term Rental 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~~ Short Term Rentals Permit;

- (13) The Permittee must assure that each advertisement of the TRA STR includes Permittee's City of Rockland ~~Transient Accommodations~~ Short Term Rentals Permit number; and.
- (14) Renters of ~~transient residential accommodations~~ short term rentals may not sublease any portion of the ~~transient residential accommodation~~ short term rental to another person, family, or entity.

H. Complaints. Complaints regarding TRAs STRs filed with the Police Department shall be brought to the attention of the Code Enforcement Officer as soon as practicable. Any person may also file a complaint with the Code Enforcement Officer. The Code Enforcement Officer

shall establish and maintain a log of all complaints for each TRA STR received and substantiated by the City. The Code Enforcement Officer shall seek the correction of all substantiated complaints by the Permittee.

I. Suspension, Revocation, or Denial of Permit. The Permitting Authority may deny any ~~Transient Residential Accommodation~~ Short Term Rental Permit upon failure of the applicant to meet all regulations set forth in this section. When, in the judgement of the Code Enforcement Officer, the nature and/or number of complaints warrants further review of the TRA STR, he shall provide a report of the same to the City Council for its consideration. The City Council may condition, suspend, or revoke a ~~Transient Residential Accommodation~~ Short Term Rental 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.

3. Penalties.

A. Operation Without Permit. Whoever operates a lodging house or ~~transient residential accommodation~~ short term rental without a license or permit therefor shall be penalized with a fine of five hundred dollars (\$500) for the first offense and additional fines of one thousand dollars (\$1,000) for each additional offense, to be recovered upon complaint before the Maine District Court in Rockland, for the use of the City. Each rental of any room or other transient accommodation shall constitute a separate offense.

B. Violation of Law, Ordinance, or Regulation. A lodging house licensee or ~~transient residential accommodation~~ short term rental permittee who violates any applicable law, ordinance, or regulation and who, following notice by the Code Enforcement Officer fails to abate such violation within the period prescribed shall be penalized with a fine of two hundred and fifty dollars for each such violation, to be recovered upon complaint before the Maine District Court in Rockland, for the use of the City. Each day such violation is allowed to continue shall constitute a separate violation.

C. In addition to or instead of such penalty(ies), in the sole the discretion of the City, the City may seek an injunction prohibiting the operation of the lodging house or ~~transient residential accommodation~~ short term rental until the offense or violation shall have been abated.

4. Transitional Provisions. Notwithstanding anything to the contrary herein, the provisions in this Ordinance Amendment relating to the permitting of ~~transient residential accommodations~~ short term rentals, and penalties for violations of such provisions, shall be implemented as follows:

A. Permitting Authority. The Code Enforcement Officer shall serve as the Permitting Authority for all applications for ~~Transient Residential Accommodations~~ Short Term Rental Permits received between the effective date of Ordinance Amendment 15-41 and April 30, 2016;

B. Deadline. The Code Enforcement Officer shall have sixty (60) days to grant, grant with conditions, or deny applications for ~~Transient Residential Accommodations~~ Short Term Rental Permits received on or before April 30, 2016; and

C. Reservations.

(1) Persons or entities who operated a ~~transient residential accommodation~~ short term rental in Rockland at any time between January 1, 2015, and December 1, 2015, which TRA STR is not of a type that may be permitted as a TRA STR-1, TRA STR-2, or TRA STR-3, and who received reservations for ~~transient residential accommodations~~ short term rentals at the same premises between December 1, 2015, and April 30, 2016, may honor such reservations and provide such ~~transient residential accommodations~~ short term rentals without a permit therefor. No new reservations for ~~transient residential accommodations~~ short term rentals may be accepted after the effective date of this ordinance unless such accommodations rentals were offered for rent in 2015 prior to December 1, and – if permitted – would fall within the definition of a TRA STR-1, TRA STR-2, or TRA STR-3.

(2) Persons or entities who operated a ~~transient residential accommodation~~ short term rental in Rockland at any time between January 1, 2015, and December 1, 2015, which TRA STR, if permitted, would fall within the definition of a TRA STR-1, TRA STR-2, or TRA STR-3, and who prior to April 30, 2016, receive reservations for ~~transient residential accommodations~~ short term rentals at the same premises between December 1, 2015, and October 30, 2016, may honor such reservations and provide such ~~transient residential accommodations~~ short term rentals without a permit therefor. No new reservations for such ~~transient residential accommodations~~ short term rentals may be accepted after April 30, 2016, unless the premises have been permitted therefor.

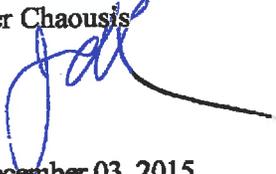
Sponsor: City Council
Originator: Code Enforcement Officer

(Postponed 10/14/15 to 11/9/15)

First Reading 11/9/15
First Publication 11/19/15
Public Hearing 12/14/15
Final Passage _____
Second Publication _____
Effective Date _____

City of Rockland
Code Enforcement Office

Memo

To: City Manager Chaousis
From: John Root 
CC:
Date: Thursday, December 03, 2015
Re: Short Term Rentals

It is very likely that in July of 2016, the State of Maine will update the Maine Uniform Building and Energy Code (MUBEC) to include the International Building Code/2015 (IBC) and the International Residential Code/2015 (IRC). As a municipality with a population of 4,000 or greater, State law requires the City of Rockland to enforce these codes. I will be unable to attend the City Council meeting on December 14, as I am scheduled for two-day training in Portland beginning on the 14th. The training is put on by an International Code Council (ICC) instructor and will center on updates from the currently adopted 2009 ICC Codes to the 2015 ICC Codes.

It was inevitable that newer versions of ICC Codes, as well as NFPA 101, would begin to address the matter of short term rental. Although difficult to do without copies of the code, I have done some preliminary research on how changes might affect short-term rentals. It is clear that they will, but I have many questions. The MUBEC Board and various TAG Committees thoroughly review all codes that will be adopted and make amendments that resolve conflicts with other codes. They also discuss potential amendments in general; many of which might provide clarification for those who must work with the codes.

Although I believe we have made significant progress on crafting a reasonable ordinance that will provide minimal regulations for short term rental businesses, after reviewing some of the proposed code changes that I was able to find, I am concerned that we might adopt regulations that could be in conflict with updated ICC Codes. Municipalities have no authority to amend MUBEC. Therefore I am asking that the City Council consider delaying any further action on Ordinance Amendments #41 & #42, at least until January 2016. This will give me the opportunity to attend training on the new code updates and ask specific questions. Hopefully in January I will be able to provide the Council with more definitive answers about how MUBEC might affect short term rentals. At that point we can decide how to proceed. I am also willing to work with the MUBEC Board and TAG Committees to try to provide further clarity with regards to short term rentals when amending the codes for adoption by the State.

MEMORANDUM

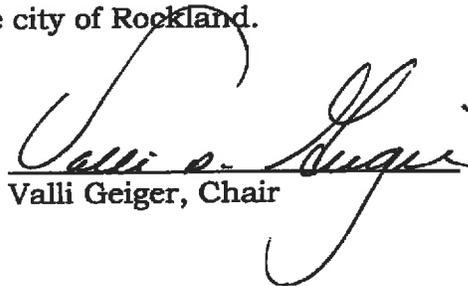
To: Mayor MacLellan-Ruf & City Councilors
Cc: City Manager, Code Enforcement Officer, City Attorney
From: Valli Geiger, Chair, Comprehensive Planning Commission
Date: 12/09/15
Re: Ordinance Amendment 2015-41

Mayor MacLellan-Ruf and Members of the City Council:

The Comprehensive Planning Commission met on both November 12, 2015, and November 19, 2015, and pursuant to Ch. 19, Art. IV, Sec. 19-404 discussed and formulated recommendations regarding the proposed establishment of short-term rentals as a special use class in all zones. The following is a list of the Commission's recommendations on this subject:

1. That only the property owners -- not renters - be granted permits for short-term rentals;
2. That occupancy levels for short-term rentals be based upon life safety code limitations per bedroom;
3. That short-term rentals of legitimate, detached guest houses be allowed;
4. That the Council study limiting the total number of Tier 2 and Tier 3 short-term rental units, on the basis of geographical distribution, to achieve a fair and equitable permitting process for the purpose of preserving year round livable neighborhoods;

Thank you for the opportunity to serve the city of Rockland.


Valli Geiger, Chair

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-Family: 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 short term rentals.

~~**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 Short Term Rental ("TRA STR"). 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 lessee 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~~ Short Term Rentals.

A. Permitted ~~Transient Residential Accommodations~~ Short Term Rentals. In any zone, existing single-, two-, and multi-family structures may be used as ~~Transient Residential Accommodations~~ Short Term Rentals upon the issuance of a ~~Transient Residential Accommodations~~ Short Term Rentals 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~~ Short Term Rentals 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~~ Short Term Rentals. No person may offer for rent, rent, operate, or otherwise use any parcel in the City of Rockland for ~~Transient Residential Accommodations~~ Short Term Rentals if:

(1) Such person has not secured or maintained a valid ~~Transient Residential Accommodations~~ Permit Short Term Rentals 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: City Council
Originator: Code Enforcement Officer

Postponed 10/14/15 to 11/9/15

First Reading 11/9/15
First Publication 11/19/15
Public Hearing 12/14/15
Final Passage _____
Second Publication _____
Effective Date _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #43
IN CITY COUNCIL**

November 9, 2015

ORDINANCE AMENDMENT: Amending Minimum Front Setback from Publicly-Accessible Park or Plaza

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning And Planning, ARTICLE III, Zoning Ordinance, SECTION 19-304, Zone Regulations, SUBSECTION 19-304(14), Downtown Zone Regulations and SUBSECTION 19-304(23), Tillson Avenue Area Overlay Zone Regulations, BE AMENDED AS FOLLOWS:

14. Downtown Zone "DT" Regulations.

A. Purpose.

The purpose of the Downtown Zone is to preserve and promote a compact, historic commercial district to serve as the retail, office, institutional, financial, governmental, and cultural center of the community. This Zone should include mixed uses that are compatible with existing uses and architectural scale.

* * *

C. Standards.

- (1) The standards of Section 19-316 shall be observed.
- (2) The following space and bulk standards shall apply to all lots and/or parcels of land:

Table 304-14

"DT" ZONE

* * *

<p>Maximum Front Setback (Principal and Accessory Structures)</p>	<p><u>Five feet from property line for no less than 40% of the building façade (first floor) as measured linearly. Fifteen feet from property line for the remainder of the building façade (all floors) as measured linearly. Such Maximum Front Setbacks shall be measured from the inside edge of any park, plaza, or other exterior portion of the lot that abuts the primary street and to which the lot owner has granted the City of Rockland a public access easement in a form acceptable to the City Attorney. The inside edge shall be that point of the longest line or, in the event of a round or oval space, the curve formed by the publicly-accessible park, plaza or similar area, that is located closest to the principal façade of the proposed structure.</u></p>
<p>Minimum Front Setback (Principal and Accessory Structures)</p>	<p>None</p>

Minimum Side Setback (Principal and Accessory Structures)	None outside designated scenic viewsheds. Within designated scenic viewsheds, as identified in a City-adopted plan, see 'Preservation of Water views' standard for minimum side setbacks.
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* * *

23. Tillson Avenue Area Overlay Zone

1. Purpose. To enhance redevelopment opportunities in the Tillson Avenue Area while protecting and enhancing the historic character and mixed-uses in Rockland's largely 19th Century-constructed commercial center (the "Downtown District"), and waterfront. This Overlay defines uses and standards that are in addition to regulations for the underlying land use zones that apply in this area. Where there is a conflict between uses and standards within the zones of this area and the Tillson Avenue Area Overlay Additional Standards, the Tillson Avenue Area Overlay Additional Standards shall apply.

* * *

5. Standards. In addition to the standards for the zones within this area, the following space, bulk and design standards shall apply to all lots and/or parcels of land.

TILLSON AVENUE AREA OVERLAY ADDITIONAL STANDARDS

* * *

Maximum Front Setback (Principal Structures and Accessory Structures with building coverages of 150 sq. ft. or more)	5 feet from property line for no less than 40% of the building façade (first floor) as measured linearly. 15 feet from property line for the remainder of the building façade (all floors) as measured linearly. However, functionally water-dependent uses, maritime facilities, and marinas are exempt from a maximum front setback requirement. <u>Such Maximum Front Setbacks shall be measured from the inside edge of any park, plaza, or other exterior portion of the lot that abuts the primary street and to which the lot owner has granted the City of Rockland a public access easement in a form acceptable to the City Attorney. The inside edge shall be that point of the longest line or, in the event of a round or oval space, the curve formed by the publicly-accessible park, plaza or similar area, that is located closest to the principal facade of the proposed structure.</u>
Minimum Front Setback (Principal and Accessory Structures)	None
Minimum Side Setback (Principal and Accessory Structures)	None outside of designated scenic viewsheds. Within designated scenic viewsheds, as identified in a City-adopted Master Plan for the Tillson Ave area, see 'Preservation of Water views' standard for minimum side setbacks.

First Reading 11/9/15
 First Publication 11/19/15
 Public Hearing 12/14/15
 Final Passage _____
 Second Publication _____
 Effective Date _____

Sponsor: Mayor Isganitis
 Originator: City Manager

PROPOSED AMENDMENT

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #43

IN CITY COUNCIL

November 9, 2015

ORDINANCE AMENDMENT: Amending Minimum Front Setback from Publicly-Accessible Park or Plaza

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning And Planning, ARTICLE III, Zoning Ordinance, SECTION 19-304, Zone Regulations, SUBSECTION 19-304(14), Downtown Zone Regulations and SUBSECTION 19-304(23), Tillson Avenue Area Overlay Zone Regulations, BE AMENDED AS FOLLOWS:

14. Downtown Zone "DT" Regulations.

A. Purpose.

The purpose of the Downtown Zone is to preserve and promote a compact, historic commercial district to serve as the retail, office, institutional, financial, governmental, and cultural center of the community. This Zone should include mixed uses that are compatible with existing uses and architectural scale.

* * *

C. Standards.

- (1) The standards of Section 19-316 shall be observed.
- (2) The following space and bulk standards shall apply to all lots and/or parcels of land:

Table 304-14

"DT" ZONE

* * *

Maximum Front Setback (Principal and Accessory Structures)	Five feet from property line for no less than 40% of the building façade (first floor) as measured linearly. Fifteen feet from property line for the remainder of the building façade (all floors) as measured linearly. <u>Such Maximum Front Setbacks shall be measured from the inside edge of any park, plaza, or other exterior portion of the lot that abuts the primary street and to which the lot owner has granted the City of Rockland a public access easement in a form acceptable to the City Attorney. The inside edge shall be that point of the longest line or, in the event of a round or oval space, the curve formed by the publicly-accessible park, plaza or similar area, that is located closest to the principal façade of the proposed structure. To be eligible for such enhanced maximum front setback, the public access area must include landscaping, and exclude parking.</u>
Minimum Front Setback (Principal and Accessory Structures)	None
Minimum Side Setback (Principal and Accessory Structures)	None outside designated scenic viewsheds. Within designated scenic viewsheds, as identified in a City-adopted plan, see 'Preservation of Water views' standard for minimum side setbacks.

* * *

23. Tillson Avenue Area Overlay Zone

1. **Purpose.** To enhance redevelopment opportunities in the Tillson Avenue Area while protecting and enhancing the historic character and mixed-uses in Rockland's largely 19th Century-constructed commercial center (the "Downtown District"), and waterfront. This Overlay defines uses and standards that are in addition to regulations for the underlying land use zones that apply in this area. Where there is a conflict between uses and standards within the zones of this area and the Tillson Avenue Area Overlay Additional Standards, the Tillson Avenue Area Overlay Additional Standards shall apply.

* * *

5. **Standards.** In addition to the standards for the zones within this area, the following space, bulk and design standards shall apply to all lots and/or parcels of land.

TILLSON AVENUE AREA OVERLAY ADDITIONAL STANDARDS

* * *

Maximum Front Setback (Principal Structures and Accessory Structures with building coverages of 150 sq. ft. or more)	5 feet from property line for no less than 40% of the building façade (first floor) as measured linearly. 15 feet from property line for the remainder of the building façade (all floors) as measured linearly. However, functionally water-dependent uses, maritime facilities, and marinas are exempt from a maximum front setback requirement. <u>Such Maximum Front Setbacks shall be measured from the inside edge of any</u>
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	<u>park, plaza, or other exterior portion of the lot that abuts the primary street and to which the lot owner has granted the City of Rockland a public access easement in a form acceptable to the City Attorney. The inside edge shall be that point of the longest line or, in the event of a round or oval space, the curve formed by the publicly-accessible park, plaza or similar area, that is located closest to the principal facade of the proposed structure. To be eligible for such enhanced maximum front setback, the public access area must include landscaping, and exclude parking.</u>
Minimum Front Setback (Principal and Accessory Structures)	None
Minimum Side Setback (Principal and Accessory Structures)	None outside of designated scenic viewsheds. Within designated scenic viewsheds, as identified in a City-adopted Master Plan for the Tillson Ave area, see 'Preservation of Water views' standard for minimum side setbacks.

* * *

Sponsor: Mayor Isganitis
Originator: City Manager

MEMORANDUM

To: Mayor MacLellan-Ruf & City Councilors
Cc: City Manager, Code Enforcement Officer, City Attorney
From: Valli Geiger, Chair, Comprehensive Planning Commission
Date: 12/09/15
Re: Ordinance Amendment 2015-43

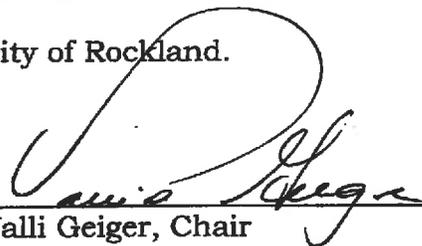
Mayor MacLellan-Ruf and Members of the City Council:

The Comprehensive Planning Commission met on November 12, 2015, and pursuant to Ch. 19, Art. IV, Sec. 19-404 discussed and formulated recommendations regarding the proposal to incentivize pocket parks and other public spaces on private property in the Downtown and Tillson Avenue Area Overlay Zones. It is proposed in Ordinance Amendment #43 that the maximum front setback may be measured from the inside edge of any park, plaza, or other exterior area to which the owner has granted the City a public access easement. The Commission supports the adoption of Ordinance Amendment, and made the following additional recommendation:

- * That the amended development standards in the DT Zone and TAAOZ provide that landscaping be required so that the public space not be all hard-scape, and that parking be prohibited in the area devoted to public access.

I believe the enclosed, proposed revision to Ordinance Amendment #43 captures the intent of the Commission in this regard.

Thank you for the opportunity to serve the city of Rockland.


Valli Geiger, Chair

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #44
(As Amended 11/09/15)
IN CITY COUNCIL

November 9, 2015

ORDINANCE AMENDMENT Authorizing a Municipal ~~Quitclaim Deed~~ Bill of Sale – 105 First Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized, on behalf of the City, to issue a municipal ~~quitclaim deed~~ bill of sale to Carla Grathwol for property located at 105 First Street, as shown on Rockland Tax Map #58-A-7-105, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If Ms. Grathwol fails to sign the Reconveyance Agreement and comply with its requirements by February 9, 2016, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council
Originator: City Manager

First Reading 11/9/15
First Publication 11/19/15
Public Hearing 12/14/15
Final Passage _____
Second Publication _____
Effective Date _____

RECONVEYANCE AGREEMENT
105 First Street (Tax Map 58-A-7-105)

This RECONVEYANCE AGREEMENT by and between the City of Rockland, Maine (the "City"), a municipal corporation duly organized and existing under the laws of the State of Maine, and **Carla Grathwohl** (the "Grantee"), an individual residing at 105 First Street, Rockland, Maine, for the disposition of a 1992 Skyline West Ridge mobile home (the "Property") located at 105 First Street in Rockland, Maine (Rockland Tax Map 58, Block A, Lot 7-105), pursuant to the City of Rockland Code of Ordinances ("Rockland Code"), Chapter 2, Article V, Section 2-509(15), is made and effective this ___ day of January 2016.

WHEREAS, on April 16, 2014, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4790, Page 21, pursuant to 38 M.R.S. § 1208, to secure the payment of overdue sewer charges incurred for service to the Property; and

WHEREAS, on October 16, 2015, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue sewer charges expired, and title to the Property passed to the City of Rockland pursuant to 38 M.R.S. § 1208; and

WHEREAS, Maine law and Section 2-509(15) of the Rockland Code authorizes the City Council to reconvey property acquired by statutory lien foreclosure; and

WHEREAS, on December 14, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a bill of sale to the Grantee for the Property,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein, the City and Grantee agree as follows:

1. Payment of Delinquent And New Sewer Charges. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **March 18, 2016** (the "Reconveyance Deadline"), cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all sewer charges incurred by the City for the Property, in the amount of **\$178.80 as of December 4, 2015**, with interest accruing thereon at the rate of **7% per annum**, and together with any and all additional charges incurred or billed on or after that date;

Subtotal: **\$178.80**

2. Payment of Delinquent Real Estate Taxes. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than the Reconveyance Deadline, cause to be paid to the City of Rockland all delinquent real estate taxes on the Property, lien charges, and interest as follows:

FY 2014: \$321.74 (including lien charges and interest at 7%)

FY 2015:	\$313.90	<i>per annum</i> as of 12/04/15, with interest continuing to accrue thereon at 7% <i>per annum</i>) (including lien charges and interest at 7% <i>per annum</i> as of 12/04/15, with interest continuing to accrue thereon at 7% <i>per annum</i>)
FY 2016:	\$253.97	(including interest at 7% <i>per annum</i> as of 12/04/15, with inter continuing to accrue thereon at 7% <i>per annum</i>)
Subtotal:	\$889.61;	

3. Payment In Lieu of Taxes. In the event Grantee fails to comply with the Reconveyance Deadline and requests and receives from the City Manager an extension of the same until after April 1, 2016, pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the extended Reconveyance Deadline, make a payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2017, had the City not become the owner of the Property as a result of the statutory foreclosure on the City's lien:

FY 2017 (estimated):	\$252.28
Subtotal:	\$252.28

In the event of a an increase in the mil rate from FY 2016 to FY 2017, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2016 divided by 1,000. In the event of a decrease in the mil rate from FY 2016 to FY 2017, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2016 divided by 1,000.

4. Insurance. The Grantee shall pay or cause to be paid to the City the actual cost to insure the Premises during the period of its ownership, in the estimated amount of \$75 (actual amount may vary), on or before the Reconveyance Deadline;

5. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and report of inspection of the Property on **December 4, 2015**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

- A. Install photoelectric-type smoke detector next to the kitchen;
- B. Install at least a battery-operated smoke detector in the bedroom; and
- C. By June 1, 2016, replace missing back stairs to the home.

All repairs and compliance with this paragraph, and with applicable codes, are subject to inspection and approval by the Code Enforcement Officer and/or Fire Inspector. Neither this Agreement, nor compliance with this paragraph, shall relieve the Grantee and/or any subsequent owner of the obligation to repair all code issues identified by the Code Enforcement Officer on inspection, and to fully comply with the Property Maintenance Code and other codes as may be applicable following the reconveyance of the Property;

6. Reconveyance. The City shall release, by Bill of Sale, to the Grantee or its assign the City's right, title, and interest in the Property, upon the payment and/or performance of the charges, fees, interest, other payments, and repairs required by this Agreement within the applicable deadline(s);

7. Extension. The City Manager may extend the Closing Date, for cause, but for no longer than sixty (60) days;

8. Representations; Indemnification. The undersigned represent that they are the former owners of the Premises; that, prior to the aforementioned statutory lien foreclosure, they or none of them encumbered, conveyed, released, alienated, or otherwise granted their interest in the Premises to any other party; and that they are authorized and have the capacity to perform the undertakings set forth in this Reconveyance Agreement. The Grantees, jointly and severally, shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantees, their guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City's ownership of the Property.

9. Remedies.

A. City of Rockland's Remedies. In the event that the Grantee shall fail to perform any term, condition, or obligation set forth in this Agreement within the deadline imposed therefor, the City shall not be obligated to reconvey the Property to the Grantee, may sell and convey the Property to another party, and shall not be obligated to repay any payment or partial payment made by or on behalf of the Grantee to the City; provided, however, that if the City shall sell the Property within one year of the effective date of this Agreement, the City shall repay to Grantee any payment to the City by or on behalf of the Grantee made during the period between the execution of this Agreement and the sale of the Property for taxes, sewer charges, finance charges, insurance coverage, or document preparation to the extent the proceeds of such sale of the Property, less any real estate broker or agent fee or charge, transaction costs, and additional carrying costs incurred by the City, permit.

B. Grantee's Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the Property for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Property, the City shall either reconvey the Property to the Grantee, or pay to the Grantee any sums realized from the sale of the Property, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with

respect to the Property. Grantee shall have no such remedy, and no rights in the Property arising from this Agreement, if Grantee fails both to sign this Agreement and perform all of Grantee's obligations hereunder. Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Property to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Property during the period of the City's ownership.

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of January __, 2016.

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

CARLA GRATHWOHL:

Print: _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #45
IN CITY COUNCIL**

November 9, 2015

ORDINANCE AMENDMENT 15 Minute Time Limit – Thorndike Parking Lot

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 17, Traffic & Vehicles, SECTION 17-802, Schedule II, Time Limits on Parking, BE AMENDED AS FOLLOWS:

Sec. 17-802 Schedule II. Time Limits on Parking

1. General Limitation. Parking time limited between 9:00 AM and 6:00 PM on Mondays, Tuesdays, Wednesdays, and Thursdays, and between 9:00 AM and 9:00 PM on Fridays and Saturdays, with the exception of Sundays and public holidays:

Street

Area Affected

F. Fifteen-Minute Limit

(1) Main

(a) Between Pleasant Street and Rankin Street between the hours of 2:00 A.M. and 6:00 A.M., Sundays and legal holidays excepted.

(2) Thorndike Parking Lot

(a) The first two angles parking space in the northwest corner of the parking lot.

Sponsor: Mayor Isganitis
Originator: Parking Committee

First Reading 11/9/15
First Publication 11/19/15
Public Hearing 12/14/15
Final Passage _____
Second Publication _____
Effective Date _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #46
IN CITY COUNCIL**

December 14, 2015

ORDINANCE AMENDMENT: General Assistance – Maximum Levels of Assistance

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 8, General Assistance, SECTION 8-708, Maximum Levels of Assistance, BE AMENDED AS FOLLOWS:

Section 8-708—Basic Necessities; Maximum Levels of Assistance

Overall Maximum Levels of Assistance.

Number in Household	Monthly
1	\$709 <u>\$736</u>
2	\$719 <u>\$741</u>
3	\$877 <u>\$913</u>
4	\$1124 <u>\$1170</u>
5	\$1344 <u>\$1298</u>
6	<u>\$1373</u>

*Add ~~\$69.00~~ \$75.00 a month for each additional person

Maximum Levels of Assistance for Specific Basic Necessities.

A) Food.

The maximum amounts allowed for food are:

Number in Household	Weekly	Monthly
1	\$46.51 <u>\$45.12</u>	\$200 <u>\$194</u>
2	\$85.35 <u>\$83.02</u>	\$367 <u>\$357</u>
3	\$122.33 <u>\$118.84</u>	\$526 <u>\$511</u>
4	\$155.35 <u>\$150.93</u>	\$668 <u>\$649</u>
5	\$184.42 <u>\$179.30</u>	\$793 <u>\$771</u>
6	\$221.40 <u>\$215.12</u>	\$952 <u>\$925</u>
7	\$244.65 <u>\$237.67</u>	\$1052 <u>\$1022</u>
8	\$279.53 <u>\$271.86</u>	\$1202 <u>\$1169</u>

*Add \$150 a month for each additional person

B) Housing

Number of Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	\$128 <u>\$132</u>	\$552 <u>\$569</u>	\$151 <u>\$157</u>	\$649 <u>\$673</u>
1	\$128 <u>\$132</u>	\$552 <u>\$569</u>	\$151 <u>\$157</u>	\$649 <u>\$673</u>
2	\$150 <u>\$156</u>	\$645 <u>\$671</u>	\$186 <u>\$193</u>	\$799 <u>\$831</u>
3	\$197 <u>\$204</u>	\$846 <u>\$879</u>	\$204 <u>\$250</u>	\$1032 <u>\$1075</u>
4				

C) Utilities.

Electricity Maximums for Households that Use Electrically Heated Hot Water.

Number in Household	Weekly	Monthly
1	\$19.10 <u>\$20.08</u>	\$82.00 <u>\$86.00</u>
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

*Add \$10.00 for each additional family member.

Sponsor: City Council
 Originator: General Assistance Administrator

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #47
IN CITY COUNCIL**

December 14, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 258 Rankin Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to Michael Faller for property located at 258 Rankin Street, as shown on Rockland Tax Map #68-B-5-2, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If Mr. Faller fails to sign the Reconveyance Agreement and comply with its requirements by March 10, 2016, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council
Originator: City Manager

MICHAEL K FALLER
258 RANKIN ST.
ROCKLAND ME.
04841

Dear Rockland City Council Members.

I Michael Faller of
258 Rankin St. Rockland Me.,
would like to request that the
property named above would be
reconveyed to me upon payment
of lien.

Thank you for your kind
considerations in this matter.

Sincerely,
Michael Faller

RECONVEYANCE AGREEMENT
258 Rankin Street (Tax Map 68-B-5-2)

The City of Rockland (the "City") and **Michael Fallor** (the "Grantee") hereby agree to the City's reconveyance of real property and fixtures located at **258 Rankin Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 68, Block B, Lot 5-2 (the "Premises"), pursuant to the City of Rockland Code of Ordinances ("Rockland Code"), Chapter 2, Article V, Section 2-509(15) as follows:

WHEREAS, on April 16, 2014, the City filed a Certificate of Sewer Lien on the Knox County Registry of Deeds in Book 4790, Page 10, to secure the payment of overdue sewer charges, pursuant to 30-A M.R.S. § 5405(2) and 38 M.R.S. § 1208;

WHEREAS, on October 16, 2015, any equitable right the Grantee or its predecessor(s) in title may have had to redeem title to the Premises by paying the overdue sewer charges expired, and title to the Premises passed to the City of Rockland pursuant to 38 M.R.S. § 1208;

WHEREAS, Maine law and Section 2-509(15) of the Rockland Code authorizes the City Council to convey property acquired by statutory lien foreclosure; and

WHEREAS, on January 11, 2016, the City Council authorized the City Manager to enter into this Reconveyance Agreement and, upon the effective date of Ordinance Amendment #2015-47, to issue a quitclaim deed to the Grantee for the Premises;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein, the parties hereto agree as follows:

1. Payment of Delinquent And New Sewer Charges. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, by no later than **March 31, 2016** (the "Reconveyance Deadline") pay or cause to be paid to the City of Rockland all delinquent sewer charges for the Premises, and associated lien and service costs, and all water and sewer charges incurred by the City for the Premises, in the amount of **\$768.08 (as of December 4, 2015)**, together with interest accrued on unpaid charges thereafter, at the rate of **7% per annum**, and together with any and all additional charges incurred or billed on or after December 4, 2015, through the Reconveyance Deadline;

2. Insurance. The Grantee shall pay or cause to be paid to the City the actual cost to insure the Premises during the period of its ownership, in the approximate amount of **\$100.00** (actual amount may vary), on or before the Reconveyance Deadline;

3. Registry Filing Fee. Grantee shall pay to the City the actual cost to the City for all filing fees imposed by the Knox County Registry of Deeds, if any, for the filing of the Quit Claim Deed issued by the City upon full compliance by the Grantee with the requirements of this Reconveyance Agreement, and of any other document or discharge triggered thereby;

4. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), the Former Owner shall effect the following repairs of Property Maintenance or other Code violations at the Premises, on or before the Reconveyance Deadline unless otherwise stated below:

A.

B.

[Inspection not yet performed.]

All repairs undertaken in compliance with this paragraph and applicable codes shall be performed by qualified personnel, who have sufficient liability insurance and/or other security to protect the value of the Property, and to compensate the owner in the event of, damage during the course of description. All such repairs are subject to inspection and approval by the Code Enforcement Officer. Neither this Agreement, nor compliance with this paragraph, shall relieve the Grantee and/or any subsequent owner of the obligation to repair all code issues identified by the Code Enforcement Officer upon inspection, including subsequent inspections, and to fully comply with the Property Maintenance Code and other codes as may be applicable following the reconveyance of the Premises;

5. Reconveyance. The City shall release to the Grantee or its assign the City's right, title, and interest in the Premises, without warranty or covenant, upon the payment and/or performance of the charges, fees, interest, other payments, and repairs required by this Agreement within the applicable deadline(s);

6. Extension. The City Manager may extend the Reconveyance Deadline, for cause, but for no longer than sixty (60) days. In the event the Reconveyance Deadline is extended to or after April 1, 2016, then Grantee, in addition to other amounts identified herein, shall make payment in lieu of tax for Fiscal Year ending June 30, 2017, in full, on or before such extended Reconveyance Deadline;

7. Representations; Indemnification. The undersigned represents that he is the former owner of the Property; that, prior to the aforementioned statutory lien foreclosure, he neither encumbered, conveyed, released, alienated, or otherwise granted his interest in the Property to any other party; and that he is authorized and has the capacity to perform the undertakings set forth in this Reconveyance Agreement. The Grantee shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantee, their guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City's ownership of the Property;

8. Remedies.

A. City of Rockland's Remedies. In the event that the Grantee shall fail to perform any

term, condition, or obligation set forth in this Agreement within the deadline imposed therefor, the City shall not be obligated to reconvey the Premises to the Grantee, may sell and convey the Premises to another party, and shall not be obligated to repay any payment or partial payment made by or on behalf of the Grantee to the City; provided, however, that if the City shall sell the Premises within one year of the effective date of this Agreement, the City shall repay to Grantee any payment by or on behalf of the Grantee to the City for taxes, sewer charges, finance charges, insurance coverage, or document preparation to the extent the proceeds of such sale of the Premises, less any real estate broker or agent fee or charge, transaction costs, and additional carrying costs incurred by the City, permit;

B. Grantee's Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the Premises for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Premises, the City shall either reconvey the Premises to the Grantee, or pay to the Grantee any sums realized from the sale of the Premises, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with respect to the Premises. Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Premises to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Premises during the period of the City's ownership.

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of the day and year first above written.

WITNESS:

CITY OF ROCKLAND, MAINE:

by: Stuart H. Sylvester, City Clerk

By: James D. Chaousis II
Its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

MICHAEL FALLER:

Print: _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #48

IN CITY COUNCIL

December 14, 2015

**ORDINANCE AMENDMENT: Establishing Moratorium On
Site Plan Applications For New
Grid-Scale Power Generation Facilities**

WHEREAS, properties within the City of Rockland have become a focus for a proposal to construct a gas-fired, combined-cycle electric power generation facility; and

WHEREAS, if not properly sited and designed and regulated, grid-scale power generation facilities can be a source of considerable air, water and noise pollution that can adversely impact the neighborhoods and communities where these facilities are located, thereby endangering public health, safety, and welfare; and

WHEREAS, public and professional comments have raised questions as to whether the City's current noise standards are an appropriate tool for addressing the specific types of sounds originating from grid scale combined cycle power generation facilities; and

WHEREAS, the City has no specific ordinance provisions governing acceptable sources or disposal options for the potentially large volumes of water needed for cooling grid scale combined cycled power generation facilities; and

WHEREAS, the City has no specific regulations governing potential impacts from the air emissions associated with large volume open cooling water towers that are utilized at many grid scale power generation facilities; and

WHEREAS, community members have questioned whether the City's commercial and industrial ordinance standards, which were developed for large volume retail and specialty manufacturing, provide appropriate regulation for a grid scale power generation facility when this type of generation facility is located on parcels abutting residential zones or historic districts; and

WHEREAS, appropriate zoning limitations, site plan and performance standards, and other municipal regulations can ameliorate the impacts of grid-scale power generation facilities by requiring their location in industrial areas; by limiting noise, vibration, and emissions; and by requiring appropriate buffering and screening from public ways, residential areas, and other incompatible uses; and

WHEREAS; the development of natural gas fired combined cycle power generation facility would require the construction of a natural gas distribution line into the City to provide fuel; and

WHEREAS; the City's street opening ordinances do not include provisions that provide for adequate inspection of natural gas piping as it is being installed to insure leaks are avoided; and

WHEREAS, the City Council hereby finds that, to avoid the serious public harms that reasonably may ensue from the unregulated siting and development of grid-scale power generation facilities in the City, a moratorium is needed while the City studies, drafts, and adopts one or more zoning or other ordinance amendments to establish reasonable municipal regulations for grid-scale power generation facilities to avoid and/or ameliorate such public harms,

NOW, THEREFORE, THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, pursuant to Title 30-A, Maine Revised Statutes, Section 4356, a moratorium is hereby established barring the acceptance of new site plan applications, and the processing of and action upon site plan applications filed with the City on or after December 14, 2014, for the construction of electrical power generation facilities having a capacity in excess of 10 megawatts in the City of Rockland for 180 days. The provisions of this moratorium do not apply to businesses constructing heating or power generation systems to meet on-site heating and/or power needs; and

THAT, within 14 days of the Council's adoption of this ordinance in second reading the City's Energy Committee is directed to convey to the Planning Board a summary of any issues that the Committee recommends be considered by the Planning Board based on the forums held by the Committee and the Energy Committee is also directed to provide advice or assistance to the Planning Board as may be requested by the Board's Chairman; and

THAT, within 30 days of the Council's adoption of this ordinance in second reading the City Manager is directed to provide options to Planning Board for technical experts to advise the Board as the Board may choose; and

THAT, no later than March 4, the City Manager is directed to bring before Council for its consideration a draft of a street opening ordinance that addresses the technical questions, inspection requirements, and responsibility for costs related to the installation of natural gas distribution lines and any other infrastructure changes that should be made in tandem with this work; and

THAT, the Planning Board is directed, no later than March 4, 2016, to draft for City Council consideration, an ordinance or ordinances regulating the siting and development of grid-scale power generation facilities in the City of Rockland.

Sponsor: Councilor Jillson
Originator: Councilor Jillson

CITY OF ROCKLAND, MAINE

ORDER #88

IN CITY COUNCIL

December 14, 2015

ORDER Authorizing Blanket Letter of Approval – Games of Chance Licenses

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Games of Chance Licenses for the following establishments and/or organizations be approved for a period of one (1) year beginning January 1, 2016, and that a blanket letter of approval be sent to the Maine State Police notifying them of this approval:

Winslow-Holbrook-Merritt Post #1, American Legion
Rockland Memorial Post #2499, VFW
Benevolent and Protective Order of Elk, Lodge #1008
St. Bernard's Parish Center
Rockland Masonic Temple Corporation
American Legion Auxiliary, Unit #1
Limerock Council #138, Knights of Columbus
Penobscot Bay Regional Chamber of Commerce
Rockland Social Club
Vanguard Colorguard
Rockland Emblem Club
Rockland Kiwanis Club
Rockland Rotary Club

Sponsor: City Clerk
Originator: City Clerk

CITY OF ROCKLAND, MAINE

ORDER #89

IN CITY COUNCIL

December 14, 2015

ORDER Authorizing Blanket Letter of Approval – Beano/Bingo Licenses

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Beano/Bingo Licenses for the following establishments and/or organizations be approved for a period of one (1) year beginning January 1, 2016, and that a blanket letter of approval be sent to the Maine State Police notifying them of this approval by mail:

Winslow-Holbrook-Merritt Post #1, American Legion
Rockland Memorial Post #2499, VFW
Benevolent and Protective Order of Elk, Lodge #1008
St. Bernard's Parish Center
Rockland Masonic Temple Corporation
American Legion Auxiliary, Unit #1
Limerock Council #138, Knights of Columbus
Penobscot Bay Regional Chamber of Commerce
Knox County Fish and Game Association
Rockland Social Club
Vanguard Colorguard
Rockland Emblem Club
Rockland Kiwanis Club
Rockland Rotary Club

Sponsor: City Clerk
Originator: City Clerk

CITY OF ROCKLAND, MAINE

ORDER #90

IN CITY COUNCIL

December 14, 2015

ORDER Casting Ballot for Municipal Review Committee Board of Directors

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, as a Charter Municipality of the Municipal Review Committee, the City of Rockland hereby casts its vote for _____ for the Municipal Review Committee Board of Directors for the terms stated on the attached ballot.

Sponsor: City Council

Originator: City Council

■ 395 State Street
■ Ellsworth, ME 04605
■ www.mrcmaine.org



MRC
Municipal Review Committee, Inc.

866-254-3507
207-664-1700 □ Voice
207-667-2099 □ Fax
glounder@mrcmaine.org □ E-mail

To: MRC Membership
From: Greg Louder, MRC Clerk 
Date: November 3, 2015
RE: **MRC Board of Directors Election Ballot**

Please find enclosed a MRC Board of Directors election ballot. Ballots cast in this election will determine the election of three (3) Directors to serve on the MRC Board of Directors for three-year terms from January 1, 2016 through December 31, 2018. The candidate receiving the fourth highest number of votes will be elected to fill a vacancy from January 1, 2016 through December 31, 2018.

Biographical descriptions of the candidates, as provided by the candidates, are also enclosed for your information.

Ballots must be returned to MRC before 5:00 pm, December 15, 2015.

The election results will be read at the MRC Annual Meeting held at 3:00 P.M. in the afternoon on December 16, 2015 at the Cross Insurance Center on 515 Main Street in Bangor.

Note: Vote must be cast for one candidate only.

Please contact Greg Louder at 664-1700 or 866-254-3507 with any questions.

Voting Ballot

- ◆ To fill three positions for a three year term from January 1, 2016 to December 31, 2018
(3 highest vote totals)
- ◆ To fill a vacancy from January 1, 2016 to December 31, 2017
(Fourth highest vote total)

The Charter Municipality of _____ casts its vote for the following *individual* to serve on the Municipal Review Committee Board of Directors for the above stated term.

Note: Candidates are listed alphabetically. Biographies provided by each candidate are attached.

VOTE FOR ONE INDIVIDUAL ONLY

→ More than one checked box will invalidate the ballot ←

- Irene L. Belanger – China
- Catherine M. Conlow - Bangor
- Karen Fussell – Brewer
- Angus Jennings - Hampden
- Peter Nielson – Winthrop
- Mike Roy – Waterville
- Tony Smith – Mount Desert
- Barbara Veilleux – Penobscot County

Please return this ballot no later than 5:00 p.m., DECEMBER 14, 2015 to:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Or

FAX: (207) 667-2099 EMAIL ATTACHMENT: glounder@mrcmaine.org

**RESULTS OF THIS ELECTION WILL BE READ AT THE MRC ANNUAL MEETING
TO BE HELD DECEMBER 16, 2015**

Town of China – Irene L. Belanger

Dedication

We are pleased to dedicate this year's town report to Irene L. Belanger.

The Town of China has been the home to Irene Belanger and her husband Joseph a.k.a. "Val" since at least 1969 when they purchased property and built a home at 119 Ingraham Road. Irene and Val are very devoted to their family having seven children (Deborah, Tom, Billy, Jeff, Susan, Val and Maurice), fifteen grand-children and four great grand-children.

While Irene's two main careers paths involved the real estate and motherhood vocations, she has devoted exhaustive energy to the benefit of others. You will note from the listing below that she is devoted to and passionate about China and therefore has contributed many, many volunteer hours, serving on:

- The Recreation Committee for many years
- The Planning Board for approximately 15 years
- The Select Board for many years
- The Four Seasons Club for many years
- The Health and Wellness Clinic staff
- The Volunteer Drivers Group, driving residents to doctor appointments and shopping
- The Boy Scouts Council 479 (Cub Scouts) Den Mother – 7 Year Merit Award
- The Comprehensive Plan Implementation Committee
- The Lake Access Committee
- The Thurston Park Committee
- The Economic and Community Development Committee
- The Transfer Station Committee – Recycling Coordinator
- The Kennebec Valley Council of Governments, Board Vice-President representing China, etc.



Irene L. Belanger

In the real estate vocation Irene engaged at many levels. She:

- Was a past State Real Estate Commissioner
- Taught Adult Education in Augusta and Gardiner
- Taught Real Estate and Law in a Degree Program at Mid-State College
- Was a member of the State and National Board of REALTORS for over 30 years
- Was a local Board Realtor of the Year three times
- Was State Realtor of the Year once
- Lobbied for property rights and other housing issues in Washington, D.C.
- Lobbied for property rights and other housing issues in the State Legislature

Irene and Val like to spend time during the summer and fall months at their summer camp in Madrid, Maine. Irene also likes to read, cook and engage in a variety of craft work. We are thankful for their positive energy.

City of Bangor – Catherine M. Conlow

Biography for Catherine M. Conlow

City Manager, Bangor, Maine (Nov. 2010 – Present)

Town Manager, Orono, Maine (Jan. 2004 – Nov. 2010)

Public Services Director, Blaine, MN. (May 2001 – Dec. 2003)

Jackson County, OR. (June 1989 – April 2001)
Director of Economic and Special Development
Executive Director, Urban Renewal Agency
Solid Waste Manager

B.S. Public Administration
Shippensburg University

Master of Public Administration
George Washington University

Member – International City Management Association, Maine Town and City Manager's Association
MRC Director – 2013 to 2015, member of MRC Finance Committee

City of Brewer – Karen Fussell

In addition to serving the past three years on the MRC Board of Directors, Karen Fussell has been the Finance Director for the City of Brewer for 15 years. She is a Certified Internal Auditor and has dual master's degrees in Public Policy and Urban Planning from the Kennedy School of Government at Harvard University. Karen has worked for the U.S. Congressional Budget Office, the City and County of San Francisco's Controller's Office and as an Environmental Planner for the California Department of Transportation. Karen has been interested and involved in solid waste issues for over 25 years. She was instrumental in implementing Brewer's highly successful pay as you throw and Zero-Sort recycling programs. Karen currently chairs the MRC Communications Committee and has worked actively to ensure that MRC will meet its mission to provide affordable, long term, and environmentally sound disposal of municipal solid waste post-2018.

Town of Hampden – Angus Jennings

Angus Jennings began serving as Hampden's Town Manager in August of 2015 after his appointment by unanimous vote of the Town Council. Mr. Jennings has spent his career in municipal government and as a consultant to cities and towns in the areas of public land management, zoning and regulation and infrastructure finance. He has previously served 5 years on the board of the Massachusetts Assn. of Planning Directors, including as President. The Hampden Town Council nominates Mr. Jennings to the MRC Board to extend its long-time engagement with MRC, and to support continued collaborative efforts toward building the Fiberight facility in Hampden.

Town of Winthrop – Peter A. Nielson

Town Manager: Clinton, Wayne, Wilton, Oakland, Winthrop 1990 – Present
University of Maine MPA 2001
PERC customer beginning 1998
Former MRC rep from Winthrop, Clinton

City of Waterville – Mike Roy

I am completing 38 years in municipal government, first starting with the Town of Fairfield (7 years). I became Town Manager in Vassalboro and was there for 11 years before leaving to become Town Manager in Oakland (10 years). I have been City Manager in Waterville for 11 years. I also served as President of the MMA in 1996-97.

Town of Mount Desert – Tony Smith

I am just completing my first three-year term on the MRC. If I hadn't already thought that solid waste management was a complex and expensive business, I certainly do now. The next three years will be critical to the successful future management of solid waste in the local area and the State of Maine. Decisions made will affect all facets of solid waste management, not the least of which is the associated cost. I would like to continue the work of my first three-year term with the other board members to address the pending challenges.

BSc. Degrees in Biology and Chemistry, Mount Allison University, 1979 and Civil Engineering, UMaine, 1986.

Consulting Engineer for 15 years with 12 of those years with CES, Inc.; experience in solid waste management including landfill closures and transfer station and recycling center siting, design and construction.

Public Works Director for the Town of Mount Desert since 2001; equipment and staff management responsibilities include curbside MSW collection with town-owned packer trucks and town staff; recycling center; annual one week bulky waste collection. Tasks include four successful contract negotiations with Teamsters Local 340 with a fifth pending.

Chairman of the Acadia Disposal District, an independent quasi-municipal, tax-exempt solid waste corporation comprised of five towns each represented by one director; operates under an adopted set of by-laws and an interlocal agreement signed by the member towns; provides services related to the efficient and lawful management, disposal and recycling of waste materials on behalf of its member towns. Tasks include coordination of an annual household hazardous and universal waste collection event; two successful contract negotiations with an area transfer station and successful agreement negotiations with the City of Ellsworth for recycling.

Enjoy working with colleagues and staff and love my job 95% of the time – we all have our moments.

Member of the Episcopal Church's Buildings and Grounds Committee, Somesville Library Association and Town fire department.

Resident of the Town of Mount Desert; enjoy reading, walking, snow shoeing and hunting and fishing as a reason to get to the woods.

County of Penobscot – Barbara Veilleux

Barbara Veilleux currently resides in the Town of Holden with her husband, Mark. She has been a resident of the town for 29 years and has served on the town's Budget Committee. Barbara was first employed by Merchant's National Bank in 1973. Her career began in the Accounting Department, where she carried out general ledger, teller and loan accounting functions. In the mid 1980's Barbara was promoted to Loan Officer. After a twenty year career in banking, Barbara was ready for a new challenge and in 1997 she was hired by Penobscot County. Within a few years, Barbara became the Administrative Assistant for the office that oversees the provision of municipal services to the Unorganized Territories. It was in this capacity that she first became involved with solid waste issues. Serving as the Director of Unorganized Territory Administration since 2008, Barbara was instrumental in regionalizing the County's solid waste program. She continues to stay abreast of legislative activities, new technologies and current issues in the solid waste field. Most recently, Barbara was appointed to fill the vacant seat on the Municipal Review Committee's Board of Directors that was created due to the resignation of former member, Josh Reny. Barbara has stayed closely involved in the post 2018 issues facing the MRC and strongly believes that they are on the path to becoming a leader in solid waste management in Maine. Her main objective is to keep solid waste disposal rates affordable for all MRC communities while simultaneously setting the highest possible standards under Maine's solid waste hierarchy.

CITY OF ROCKLAND, MAINE

ORDER #91

IN CITY COUNCIL

December 14, 2015

ORDER Authorizing Mutual Agreement – Termination of Option Agreement with Rockland Energy Center LLC for the Purchase of City-Owned Property

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, by mutual agreement, substantially in conformance with the agreement incorporated herein by reference, the Non-Binding Option Agreement between the City of Rockland and Rockland Energy Center, LLC., for the purchase of City-owned parcels of land located at 270 Pleasant Street (Tax Map #57-A-2) and 9 Burrows Street (Tax Map #57-A-5), authorized by the City Council pursuant to Order #30-15 (as amended) passed on May 1, 2015, is hereby terminated.

Sponsor:
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #92

IN CITY COUNCIL

December 14, 2015

ORDER Authorizing License Agreement – Winter Street LLC

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a license agreement with Winter Street LLC to allow projections over the sidewalks on Winter Street at 8 & 12 Winter Street (Tax Map #s 1-D-9 & 1-D-10), which projections are among the architectural elements approved by the Planning Board, in substantial conformance with the license agreement attached hereto.

Sponsor: City Manager

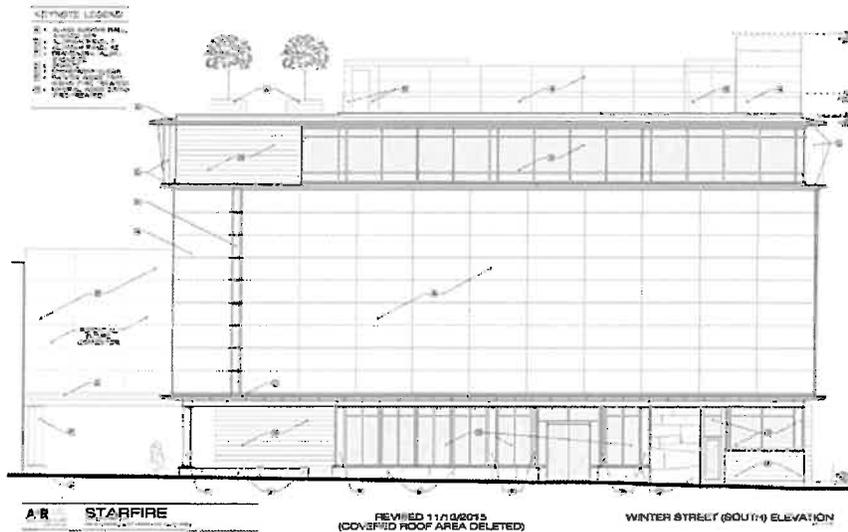
Originator: City Manager

LICENSE AGREEMENT

THIS AGREEMENT by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and Winter Street, LLC, a Maine limited liability company with its principal place of business in Rockland, Maine (the "Licensee"), is effective December 15, 2015.

WHEREAS, on November 17, 2015, the Planning Board granted a site plan application by Winter Street, LLC, to construct a building to house first floor retail space and in the upper floors a fine art storage facility (the "Starfire Building") on property owned by Licensee at 8 & 12 Winter Street in Rockland (Tax Map 1, Block D, Lots 9 & 10) (the "Property"); and

WHEREAS, the design of the Starfire Building included permanent projections from the Winter Street facade of the structure, extending not more than 36" over the property line, including a cornice canopy to shield glazing that forms much of the fifth floor facade, and a window canopy on the first floor, depicted by and approved by the Planning Board as follows:



and

WHEREAS, these canopies meet the regulations established by the City Council in Ch. 15, Art. I, Sec. 15-106 for awnings extending over sidewalks in the City of Rockland,

NOW, THEREFORE, the City grants to Licensee a license for canopies, awnings, and projections in substantial conformance with the site plan approved by the Planning Board, or as amended, as follows:

1. Grant of License. The City grants to Licensee a license to install and maintain canopies, awnings, and other permanent projections over the sidewalk as approved by the Planning Board and in conformance with the City's regulations for awnings set forth in Ch. 15, Art. I, Sec. 15-106, and as depicted in the Winter Street Profile, attached and incorporated herein as Exhibit A. No such canopy, awning, or projection may be placed lower than seven feet above the sidewalk.

2. Term. The permissions granted to Licensee under this License Agreement shall terminate upon the substantial rehabilitation or demolition of the Starfire Building.

3. Construction; Maintenance; Default. Licensee shall be fully and solely responsible for the construction and/ or costs of the improvement(s) authorized in this License Agreement, and the City shall have no responsibility or liability therefore. Licensee shall maintain the projections authorized herein in a safe and presentable condition throughout the Term of this License Agreement, to the satisfaction of the Code Enforcement Officer, and shall bear the full expense thereof. In the event of any default under this Agreement by Licensee, or any failure of Licensee to comply with any other applicable code, rule, or regulation of the City, or order to correct by the Code Enforcement Officer or his designee, Licensee shall, at Licensee's sole expense, cure such default or failure to comply within thirty (30) days. Nothing in the foregoing shall limit the City's authority to terminate this Agreement, as set forth herein;

4. Indemnification; Hold Harmless. Licensee hereby agrees and undertakes to indemnify Licensor, and shall protect and hold Licensor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from any event, act, or omission within the term of this Agreement in connection with any claim, loss, or damage arising from or connected with the construction of one or more of the projections authorized herein, or their maintenance as required of Licensee herein. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/ or other applicable law or doctrine;

5. Miscellaneous.

A. This License Agreement is not intended and shall not be construed as creating or conveying to Licensee, or any party, an interest in real property or right-of-way, and Licensee acknowledges for itself, its tenants, members, agents, successors, and assigns, that it or they shall have no right, title, leasehold, easement, or other interest in any City property or right-of-way other than such interest(s) possessed by

the general public and/or that Licensee already enjoys outside and notwithstanding this License;

- B. The limitations, obligations, and rights granted to or imposed upon Licensee in this License Agreement shall alike extend to and be binding upon Licensee and its successors and assigns;
- C. This License Agreement and the rights and obligations of the parties thereto shall be governed by the laws of the State of Maine; and
- D. This License Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and stands in the place of any previous agreement, whether oral or in writing. The parties hereto agree that no amendment to this License Agreement shall be effective or binding upon any party unless it is in a writing signed in due form by both parties.

IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto as of the date first above written.

ATTEST:

CITY OF ROCKLAND, MAINE:

Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

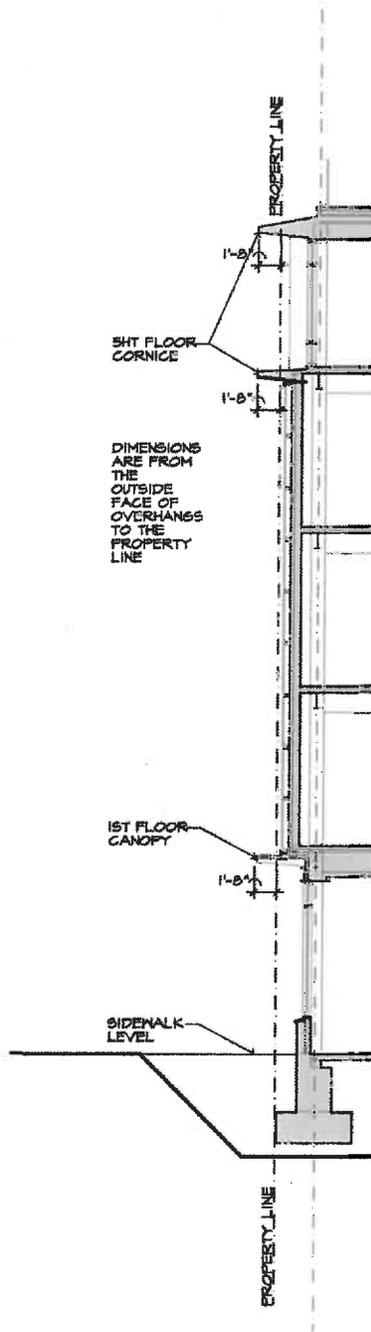
WINTER STREET, LLC:

Print: _____

by: Jacob Dowling
its: Managing Member

EXHIBIT A:

PROFILE OF BUILDING AT SIDEWALK - WINTER STREET



CITY OF ROCKLAND, MAINE

ORDER #93

IN CITY COUNCIL

December 14, 2015

ORDER Authorizing License Agreement – Sign in Right-of-Way

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a license agreement with ABRI Pregnancy Consultation Center, d/b/a Care Net Crisis Pregnancy Center, to allow the replacement of an existing sign within the right-of-way at 462 Old County Road (Tax Map #76-A-2), substantially in conformance with the license agreement incorporated herein by reference.

Sponsor: Councilor Clayton
Originator: Councilor Clayton

LICENSE AGREEMENT

THIS License Agreement (the "Agreement") by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and the AERI Pregnancy Consultation Center, d/b/a Care Net Pregnancy Center of Rockland, Maine, a Maine non-profit corporation with a place of business in Rockland, Maine (the "Licensee"), is effective December 15, 2015.

WHEREAS, Licensee operates a non-profit pregnancy consultation center in Rockland at 462 Old County Road (the "Property"); and

WHEREAS, mature, retained trees and other vegetation largely obscures the visibility of the structure on the Property from public view, making it necessary for the Licensee to maintain a sign within the Old County Road right-of-way to assist the public in locating Licensee's facility and accessing its services; and

WHEREAS, on October 27, 2015, pursuant to the Rockland Code of Ordinances, Ch. 19, Art. III, Sec. 19-316(6)(C), the Zoning Board of Appeals granted Licensee a sign variance for the placement of Licensee's sign within the Old County Road right-of-way, as shown in photo attached and incorporated herein as Exhibit A; and

WHEREAS, Licensee's sign was actually permitted by Code Office and has been located in its current location within the right-of-way since 2005 without impeding vehicular or pedestrian traffic, visibility, or snow plowing or road maintenance activities; and

WHEREAS, the City Council has agreed to grant a license to Licensee for the placement of Licensee's sign as shown in Exhibit A within the Old County Road right-of-way, subject to the terms and conditions of this License Agreement,

NOW, THEREFORE, the City and Licensee agree as follows:

1. Grant of License. The City grants to Licensee a license to install and maintain one non-illuminated sign advertising Licensee's location and services (the "Sign") within the Old County Road right-of-way contiguous to the Property.

2. Term. The permissions granted to Licensee under this License Agreement shall be for a term of ten years, commencing as of the effective date of this License Agreement and terminating at midnight on December 14, 2025 (the "Termination Date"); provided, however, that the City Manager and Licensee may, prior to the Termination Date,

extend said license in a written agreement for up to one additional ten year term.

3. Fee. The purpose of this Agreement is to assist the public in locating and accessing Licensee's services, while preserving mature trees and other vegetation that beautify and screen the Property. So long as the Property is owned and operated by Licensee, and the vegetated screening is preserved, no fee shall be owed to the City for the permissions granted herein.

4. Construction; Maintenance; Default. Licensee shall be fully and solely responsible for the construction, maintenance, repair, relocation, replacement, and/or removal of the Sign, including in the event road construction or maintenance activities by or on behalf of the City or State of Maine require the Sign's temporary removal and/or relocation, together with any other costs incurred by Licensee or the City with respect to the placement and maintenance of the Sign as authorized in this License Agreement, and the City shall have no responsibility or liability therefor. Licensee shall maintain the Sign in a safe, functional, and attractive condition throughout the Term of this License Agreement, to the satisfaction of the Code Enforcement Officer, and shall bear the full expense thereof.

5. Termination.

The City may terminate this Agreement without cause by giving 60 days' written notice to the Licensee. The City may terminate this agreement by giving 14 days' written notice in the event Licensee's use of the premises exceeds the scope of this Agreement, Licensee fails to maintain the Equipment in a safe and functional condition, or Licensee or one of its members, agents, invitees, or guests engages in illegal conduct on the Property, unless Licensee shall have abated and cured such act or omission to the satisfaction of the City Manager. Upon termination, Licensee at its own expense shall cause the removal of the Equipment and the restoration of the Property to its original condition to the extent disturbed or altered by the placement, construction, use, maintenance, repair, relocation, or removal of the Equipment. Termination does not release the Licensee from the terms and conditions of this Agreement during the notice period.

6. Indemnification; Hold Harmless. Licensee hereby agrees to indemnify Licensor, and shall protect and hold Licensor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature whatsoever arising or alleged to have occurred as a result of any event, act, or omission within the term(s) of this Agreement in connection with any claim, loss, or damage arising from or connected with the construction, operation, maintenance, repair, relocation, removal,

and/or any other act or thing relating to the Equipment. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/or other applicable law or doctrine;

7. Insurance. The Licensee shall purchase and maintain such insurance as will protect the City from claims which may arise out of or result from the Licensee's and its members, agents, guests, or other invitees' presence on and use of the Property. For that purpose, during the term of this Agreement, Licensee shall maintain the following coverages, in at least the stated, minimum coverage amounts:

Type of Insurance	Each Occurrence	Aggregate
General Liability – Bodily Injury & Property Damage Combined	\$1,000,000	\$2,000,000

Licensee shall cause the City to be named as an additional insured on each policy of insurance required herein, and the Certificates or other evidence of such policies shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the OWNER is required to defend itself against any claim for which insurance coverage is required by this Contract, CONTRACTOR shall pay the OWNER'S costs of defense. In any claim which may arise as a result of intentional or negligent acts or omissions of the CONTRACTOR, the comprehensive general liability insurance policy provided by CONTRACTOR shall be deemed the primary protection against such claims, and the OWNER shall not be called upon to contribute to a loss otherwise payable by the CONTRACTOR'S insurer(s) due to CONTRACTOR'S acts, errors, or omissions.

8. Miscellaneous.

A. This Agreement is contractual, and is not intended and shall not be construed as creating or conveying to Licensee, or any party, an interest in real property or right-of-way, and Licensee acknowledges for itself, its members, agents, successors, and assigns, that it or they shall have no right, title, or interest in any City property or right-of-way;

B. The limitations, obligations, and rights granted to or imposed upon Licensee in this Agreement shall alike extend to and be binding upon Licensee and its successors and assigns;

C. This Agreement and the rights and obligations of the parties thereto shall be governed by the laws of the State of Maine. The Licensee agrees that any claim, action, or proceeding arising out of this

Agreement shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.

D. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and stands in the place of any previous agreement, whether oral or in writing. The parties hereto agree that no amendment to this License Agreement shall be effective or binding upon any party unless it is in a writing signed in due form by both parties.

IN WITNESS WHEREOF, this License Agreement has been duly executed by the parties hereto as of the date first above written.

WITNESS:

CITY OF ROCKLAND, MAINE:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

ABRI PREGNANCY
CONSULTATION CENTER:

Print: _____

by: _____
its: _____



Crisis Pregnancy Center of Rockland

November 16, 2015

Mayor MacLellan-Ruf and Members of Council
270 Pleasant Street
Rockland, ME 04841

Dear Mayor and Members of Council:

Care Net Crisis Pregnancy Center of Rockland located at 462 Old County Road, recently received a variance from the Zoning Board to replace a sign that has been located in the public right-of-way on our property. The City of Rockland requires Care Net to obtain a license to leave the sign in the public right-of-way.

Would your office kindly issue Care Net a license giving us permission to replace the sign where it stands currently.

Thank you.

Sincerely,


Ginny Rickards
Director

462 Old County Road, Rockland, ME 04841 (207) 594-1616

Email: carenet@midcoast.com

www.carenetofrockland.com



CITY OF ROCKLAND, MAINE

ORDER #94

IN CITY COUNCIL

December 14, 2015

ORDER Accepting Emergency Management Performance Grant

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City of Rockland hereby accepts a grant from the Maine Emergency Management Agency in the amount of \$3,342.84 from the Emergency Management Performance Grant Program to the Rockland Fire Department to support Local Emergency Management Program activities for the period of October 1, 2014 through September 30, 2015. The funds shall be deposited into the 2014 Emergency Management Planning Grant Account (#60301-03704).

Sponsor: City Manager

Originator: Acting Fire Chief Miceli