



THE CITY OF AUGUSTA

DAVID M. ROLLINS, MAYOR

CITY COUNCIL

JEFFREY M. BILODEAU
ANNA D. BLODGETT
LINDA J. CONTI
DANIEL M. EMERY

DAREK M. GRANT
DALE McCORMICK
CECIL E. MUNSON
PATRICK E. PARADIS

WILLIAM R. BRIDGEO
CITY MANAGER

INFORMATIONAL MEETING AGENDA

Thursday, September 10, 2015

CITY HALL (COUNCIL CHAMBERS)

Immediately Following Special Meeting

- A. Items for discussion submitted by the City Council and/or the City Manager:**
1. Howard Hill project update – City Manager
 2. Snowmobile Club grant funds – City Manager
 3. FY 16 Homeland Security Grant – City Manager
 4. Proposed Historic District Ordinance review – Mayor and Council
- B. Persons wishing to address the City Council who have submitted a formal request in accordance with Section 2-61 of the Code of Ordinances:**
- C. Open comment period for any persons wishing to address the City Council.**

**Preliminary Draft of Stewardship Funds Provisions for
City-Kennebec Land Trust Contract re Howard Hill
August, 2015**

1. **Definitions** As used in this Agreement, the following terms have the following meanings unless the context clearly indicates otherwise. All other capitalized terms used in this Agreement shall have the definitions given to them in the text of this Agreement.

* * *

a. “Stewardship” means the responsibility to care for the land that is Howard Hill, the management of Howard Hill for the benefit of future generations, the identification of values of Howard Hill that are in need of protection and the ongoing management of resources to achieve the protection of those values, the development of goals, programs, and partnerships to protect Howard Hill and its resources, and prudent management of Stewardship Funds.

b. “Stewardship Account” means a separate bank account opened by and in the name of the City and used by the City exclusively for deposit, maintenance, and withdrawal of Stewardship Funds.

c. “Stewardship Committee” means the Committee established permanently by the City in accordance with Section [5] to oversee Stewardship.

d. “Stewardship Funds” means the Stewardship Payment and any other funds deposited in the Stewardship Account pursuant to Subsection [3(b)].

e. “Stewardship Payment” means the One Hundred Thousand Dollars (\$100,000) that KLT will pay to City for Stewardship in accordance with Section [2].

2. **Stewardship Payment.** KLT shall contribute One Hundred Thousand Dollars (\$100,000) to the City to support the City’s long-term stewardship of Howard Hill. KLT shall make the Stewardship Payment to the City as follows: (i) KLT shall pay Twenty-Five Thousand Dollars (\$25,000) to the City on the day KLT conveys Howard Hill by deed to the City; and (ii) KLT shall pay the remaining Seventy-Five Thousand Dollars (\$75,000) to the City on or before December 31, 2019. The City shall use the Stewardship Payment, and any other funds subsequently given by KLT to the City for Stewardship, exclusively for Stewardship in accordance with the terms of this Agreement.

3. **Stewardship Account.**

a. Promptly after receipt of the Stewardship Payment, the City shall deposit the Stewardship Payment in the Stewardship Account.

b. After the City's receipt of the Stewardship Payment, the City Council shall accept, from KLT and any third parties, any donation that the donor specifies shall be used for or is intended for Stewardship and the City shall deposit all such donations in the Stewardship Account; provided, however, that the City Council may decline to accept any such donations if the donor imposes a restriction on use of the donated funds and the City Council determines in its sole discretion that such restriction is impracticable or unduly burdensome.

c. The City may at any time deposit in the Stewardship Account any City funds, that is, funds of the City other than those donated to the City for Stewardship.

4. Use of Stewardship Funds.

a. The City shall use Stewardship Funds exclusively for Stewardship. The City, in its reasonable discretion, may use for Stewardship either the principal or the income from any monies deposited in the Stewardship Account. Nothing in this Agreement shall be deemed to prohibit the City from using monies other than Stewardship Funds for Stewardship.

b. At least thirty (30) days before the City spends any Stewardship Funds in excess of \$5,000 for Stewardship, the City shall notify the Executive Director of KLT of the proposed use for the Stewardship Funds to be spent and the amount of such funds to be spent and invite KLT's input regarding the proposed use of such funds. KLT acknowledges and agrees that any input it provides the City pursuant to this Subsection (b) shall not be binding on the City.

c. At the end of each fiscal year, the City shall inform KLT as to the current balance in the Stewardship Account.

5. Decision-Making as to Stewardship.

a. Stewardship Committee. Within sixty (60) days after KLT's conveyance of Howard Hill to the City, the City Council shall establish, and thereafter maintain permanently, a Stewardship Committee.

b. Establishment. In establishing the Stewardship Committee, the City Council, in its discretion, may either:

- (1) Designate the Augusta Conservation Commission or its successor, or a committee of the Augusta Conservation Commission or its successor, to act as the Stewardship Committee, in which case one KLT volunteer and one KLT staff person appointed by the Executive Director of KLT shall also be members of the Stewardship Committee, provided, however, that the representatives of KLT shall have no voting rights and the attendance of the representatives of KLT at meetings of the Stewardship Committee shall be optional and shall not affect the existence of a quorum; or

(2) Designate a free-standing committee (i.e., other than the Augusta Conservation Commission or its successor) to be the Stewardship Committee, in which case the Stewardship Committee shall consist of four (4) people appointed by the Mayor, the Community Services Director or designee, the Chair of the Conservation Commission or designee, and at least one volunteer and one staff person appointed by the Executive Director of KLT; provided, however, that the representatives of KLT shall have no voting rights and the attendance of the representatives of KLT at meetings of the Stewardship Committee shall be optional and shall not affect the existence of a quorum.

c. Powers and Duties of Committee. The Stewardship Committee, under the Direction of the Community Services Director, shall serve as the entity that is accountable to the City for the Stewardship of Howard Hill. The Committee shall assist with the implementation of a property management plan for Howard Hill and with trail building, maintenance, and use policies and serve as a point of contact for trails.

d. Meetings. The Stewardship Committee shall meet at least twice each year and may meet at additional times as needed.

August, 2015

**AGREEMENT BETWEEN
THE KENNEBEC LAND TRUST
AND THE
CITY OF AUGUSTA
REGARDING
ACQUISITION AND CONSERVATION
OF HOWARD HILL**

AGREEMENT made this __ day of September, 2015 between The Kennebec Land Trust, a Maine non-profit corporation with an office at 331 Main Street, Winthrop ME 04364 (“KLT”) and the City of Augusta, Maine a Maine municipal corporation with an office at 16 Cony Street, Augusta ME 04330 (the “City”).

WHEREAS, Howard Hill is the iconic scenic backdrop to the State Capitol Building and is an important part of the history of the City of Augusta;

WHEREAS, conservation of the 164-acre Howard Hill property would preserve this scenic landscape and historical legacy while protecting important wildlife habitat and public recreation opportunities;

WHEREAS, the City’s acquisition and conservation of said property would be a major step forward in achieving the goal of creating a city greenbelt proposed in Augusta’s 2007 Comprehensive Plan providing a public open space that will add significantly to the quality of life to the residents of the City and its environs;

WHEREAS, the Kennebec Land Trust has made the conservation of the Howard Hill property a top conservation priority, has entered into a purchase option to acquire the property agreement, and is leading a capital campaign to raise the necessary acquisition funds along with a \$100,000 stewardship endowment to be granted to the City of Augusta;

WHEREAS, on April 17, 2014, the Augusta City Council unanimously passed a resolution stating that:

City Council, subject to approval of a purchase agreement for said property, endorses the City’s acquisition of the 164-acre Howard Hill property with a conservation easement to be held by the Kennebec Land Trust provided that such acquisition can be accomplished without use of local property tax dollars and provided that the City receive a \$100,000 stewardship endowment to support the property’s future management;

WHEREAS, on April 17, 2014 the Augusta City Council unanimously passed an order authorizing the ***“City Manager with assistance from Corporation Counsel as necessary, to***

negotiate a transfer agreement between the City of Augusta and KLT for said property, including the conservation easement to be held by KLT, such agreement to be presented to the City Council for final approval.”

NOW THEREFORE, the City agrees to acquire and conserve the 164-acre Howard Hill property as described in Exhibit A attached hereto(the “Property”) in cooperation with KLT in accordance with the following terms and provisions:

I. CONVEYANCE OF TITLE

- A. Purchase Option Agreement:** The City’s acquisition of the Property shall occur in accordance with the Purchase Option Agreement between Sumner Lipman, LLC and The Kennebec Land Trust dated March 14, 2014 and attached hereto as Exhibit B.
- B. Means of Conveyance:** Title to the Property may be conveyed to the City in any of the following ways:
 - 1. Conveyance from KLT to the City; or
 - 2. Any other procedure mutually agreed upon by City and KLT.
- C. Closing Date:** The closing for KLT acquisition of the Property is scheduled to occur between October 1, 2015 and October, 15, 2015. KLT shall have the right to defer the closing on conveyance to the City until a date prior to September 30, 2017 provided that KLT shall provide the City with written notice at least thirty (30) days prior to the closing date.
- D. Payment:** KLT shall be responsible for payment of the purchase price and related closing costs except for grant funds received by the City for the purchase of the Property.
- E. Due Diligence:** KLT shall be responsible for conducting due diligence related to the transaction including title insurance commitment, environmental site assessment which has been provided by KLT to the City and is acceptable to both parties. A survey of the Property shall be provided to City at least thirty days prior to closing.

II. GRANTING OF CONSERVATION EASEMENT

- A. City Grant or Acceptance of Conservation Easement:** The City agrees to the placement of a conservation easement (Conservation Easement”) on the Property, substantially in the form attached hereto as Exhibit C to be held by the Kennebec Land Trust, and, if requested by KLT, having the State of Maine hold third-party enforcement rights.
- B. Necessary Modifications to Conservation Easement to Meet Requirements of Funding Sources:** The City agrees to cooperate with KLT to make modifications to the terms of the Conservation Easement necessary to meet the requirements of the Land for Maine’s Future Program or other funding sources provided that such

changes do not have a substantive impact on the City's ability to manage the Property in an appropriate manner.

- C. Means of Conveyance:** The conservation easement may be conveyed, at the direction of KLT, in any of the following ways:
1. Conveyance of Conservation Easement by City to KLT immediately after conveyance of Property to City;
 2. Conveyance of Conservation Easement by City to KLT after the City takes ownership of the Property on a date to be determined by KLT prior to December 31, 2019.

III. AGREEMENTS RELATED TO FUNDING SOURCES

- A. Land for Maine's Future Program:** KLT has received a preliminary funding award of \$337,500 from the Land for Maine's Future Program; however the granting of these funds has been delayed due to circumstances beyond KLT's control. Land for Maine's Future Funding will require that the City enter into a Project Agreement, substantially in the form presented in Exhibit D. In addition, the Land for Maine's Future Program may require modifications to the Conservation Easement. The City agrees to enter into the Project Agreement and otherwise cooperate with KLT to assist in the final approval and granting of the Land for Maine's Future funds for the City's acquisition of this property.
- B. Other Funding and Financing:** Due to the current unavailability of funding from the Land for Maine's Future Funding, KLT must seek alternative financing and funding in order to fulfill its financial obligations under the terms of this Agreement. The City agrees to cooperate with KLT to enable KLT to secure such funding and financing.

IV. STEWARDSHIP CONTRIBUTION

- A. Amount and Date of Contribution:** KLT shall contribute One Hundred Thousand Dollars (\$100,000) to the City to support the City's long-term stewardship of Howard Hill. KLT shall make the Stewardship Payment to the City as follows: (i) KLT shall pay Twenty-Five Thousand Dollars (\$25,000) to the City on the day KLT conveys Howard Hill by deed to the City; and (ii) KLT shall pay the remaining Seventy-Five Thousand Dollars (\$75,000) to the City on or before December 31, 2019. The City shall use the Stewardship Payment, and any other funds subsequently given by KLT to the City for Stewardship, exclusively for Stewardship in accordance with the terms of this Agreement.
- B. Management and Use of Howard Hill Stewardship Account:** The City's management and use of the Howard Hill Stewardship Account shall occur in a manner consistent with the terms of the Howard Hill Stewardship Agreement between the City and KLT, as substantially in the form attached hereto as Exhibit E.

V. Notices

Any notice required under or relating to this Agreement shall be deemed sufficiently given to the other party if sent by certified mail, return receipt requested, to the following:

To City:
City Manager
City of Augusta
16 Cony Street
Augusta, ME, 04330

To KLT:
President, Board of Directors
Kennebec Land Trust
P.O. Box 261
Winthrop Maine 04364

Notice shall be deemed given one (1) day after being deposited in the United States mail. A party shall notify the other party in writing of any change of address.

VI. Miscellaneous

- A. **Amendment.** The parties may amend this Agreement from time to time only by mutual written agreement.
- B. **Third Parties.** This Agreement is entered into for the benefit of the parties hereto, and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto, except as expressly set forth herein.
- C. **Binding Effect.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of the parties hereto and their respective successors, legal representatives, or assigns.
- D. **Section Headings.** The titles to the sections in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- E. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- F. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.
- G. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

H. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and contains all agreements and understandings between them with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement in duplicate originals as of the day and year first noted above.

Approved by the Augusta City Council on _____ 2015 and The Kennebec Land Trust Board of Directors on _____ 2015.

City Council
City of Augusta

By: _____
William R. Bridgeo
Its: City Manager

Board of Directors
The Kennebec Land Trust

By: _____
Mary A. Denison
Its: President

*Howard Hill
Conservation Easement*

Draft-August 2015

This Conservation Easement is made this ____ day of _____ by _____ (hereinafter "Grantors") to The Kennebec Land Trust, a Maine nonprofit corporation, duly organized and qualified to do business within the State of Maine, having an address at P.O. Box 261, Winthrop, ME 04364 (hereinafter "Grantee").

WHEREAS, Grantors are the sole owners in fee simple of certain parcels of real property, situated in the City of Augusta, Kennebec County, Maine, being the real property described in Exhibit A attached hereto and made a part hereof (hereinafter the "Conservation Property"); and as shown on a Plan described in Exhibit B attached hereto and made part hereof; and

WHEREAS, the Conservation Property has been historically used for forestry and recreation and has been approved for a residential subdivision; and

WHEREAS, the Conservation Property provides the scenic backdrop for the Maine State Capitol building; and

WHEREAS, the Conservation Property was in earlier years part of Ganneston Park, an expansive nature park formerly owned by the prominent Gannett family; and

WHEREAS, Grantee is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes, Section 476(2)(B), as amended, and is a qualified donee under Internal Revenue Code (the "Code") Title 26 U.S.C. Section 170(h)(3), being a publicly supported, nonprofit organization under Title 26 U.S.C. Section 501(c)(3) with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational or open-space values of real property, and with the commitment to preserve the conservation values of the Conservation Property; and

WHEREAS, the grant of this Easement will serve "conservation purposes" as such term is defined in Section 170(h)(4)(A) of the Code and under Treasury Regulations at Title 26 CFR §1.170A-14 et seq., as amended; and

WHEREAS, the grant of this Easement will preserve scenic open space, wildlife habitat, woodlands, and recreational values of the Conservation Property in its present state, pursuant to the following clearly delineated governmental conservation policies:

- A. Maine Conservation Easement Act, Title 33, Maine Revised Statutes, Sections 476 through 479-B, which provides for permanent protection for significant conservation lands including agricultural lands; and

- B. Maine Farm and Open Space Tax Law, Title 36, Maine Revised Statutes, Section 1101, et seq., which confers preferential property tax treatment for property that owners keep undeveloped or as important open space;
- C. The Maine Tree Growth Tax Law, Title 36, Maine Revised Statutes, Section 571, et seq., which confers preferential property tax treatment for managed forest land to protect “this unique economic and recreational resource”.
- D. The City of Augusta 2007 Comprehensive Plan which states: “Augusta, as the state capital, is the gateway and symbol of what the state as a whole is about. An attractive first impression of Maine is important for the state’s economic development and tourism efforts, as well as for the state government’s ability to recruit a talented workforce.”
- E. The City of Augusta 2007 Comprehensive Plan which further states: “The City should implement a comprehensive program of land conservation. The program may include the purchase of conservation land or easements.... Significant natural resources, agricultural land, forested land, and open space should be protected...”; and

WHEREAS, the grant of this Easement will preserve open space and forest lands for the scenic enjoyment of the general public; and

We may want to add LMF and /or USFS Community Forestry program language

WHEREAS, the grant of this Easement will further the protection of Augusta’s open space and scenic resources and provide opportunity for demonstration forestry and public recreation; and

WHEREAS, any significant change or development of the scenic, open space and natural conditions of the Conservation Property, except as expressly herein provided, would have an adverse effect on the scenic, water quality, wildlife and natural resources of the community, its public values and those of the environment; and

WHEREAS, Grantors and Grantee wish to preserve public access to the Conservation Property for outdoor recreation in accordance with the terms of this Conservation Easement; and

WHEREAS, Grantors and Grantee recognize the above stated values of the Conservation Property and have the common purpose of conserving the same by the conveyance of this Conservation Easement, which shall prevent the use or development of the Conservation Property in any manner, except as expressly herein provided, that would conflict with the maintenance of the Conservation Property in an undeveloped, scenic, wooded and open condition for this generation and future generations; and

WHEREAS, this Conservation Easement constitutes a charitable trust and is created pursuant to the Maine Conservation Easement Act, as amended, 33 M.R.S §476 et seq.; and

WHEREAS, Grantee agrees, by accepting this grant, to honor the intentions of Grantors cited herein and to preserve and protect in perpetuity the scenic, natural, and ecological values of the Conservation Property as provided herein.

NOW, THEREFORE, in consideration of the above recited facts and of the covenants, terms, conditions and restrictions herein contained, and pursuant to the laws of the State of Maine, Grantors do hereby give, grant, bargain, sell and convey, with Quitclaim Covenant, unto Grantee, its successors and assigns, for consideration, being an absolute and unconditional gift, forever and in perpetuity, a Conservation Easement in gross, exclusively for conservation purposes, over the Conservation Property.

1. Purpose/Conservation Values.

It is the intention of the parties to protect the Conservation Property from development with the goals of maintaining and enhancing wildlife habitat, scenic and recreational values, viewsheds and open space and timber and non-timber resources and to achieve these goals through the establishment of a community forest.

The open space, scenic, recreational, historic, ecological and natural habitat resources of the Conservation Property are collectively referred to in this document as the "Conservation Values" of the Conservation Property. Grantors intend that the Conservation Values of the Conservation Property be preserved and maintained, by conveying to Grantee the right to preserve and protect the Conservation Values of the Conservation Property in perpetuity as set forth herein. It is the purpose of this Conservation Easement to:

- A. assure that the Conservation Property will be retained forever in its essentially undeveloped condition;
- B. protect plant and wildlife habitat and environmental quality;
- C. permit limited, sustainable harvesting of timber and non-timber resources and public recreational use consistent with the terms of this Conservation Easement including its recitals; and
- D. confine, in perpetuity, the uses of the Conservation Property to activities which are compatible with these purposes.

2. Rights of Grantee.

To accomplish the purpose of this Conservation Easement, the following affirmative rights are conveyed to Grantee, its successors and assigns:

- A. The right to enter the Conservation Property at reasonable times, and with advance notice (except in the case of a suspected or actual violation, in which case no advance notice shall be required), for the purposes of:

- (1) inspecting and monitoring the Conservation Property to determine if there is compliance with the terms and purposes of this Conservation Easement;
 - (2) enforcing the terms of this Conservation Easement;
 - (3) taking any and all lawful actions with respect to the Conservation Property as may be necessary or appropriate, with or without order of a court, to remedy or abate violations hereof.
- B. The right of access on foot and by vehicle to the Conservation Property, across other lands, roads or rights of way now or in the future held by Grantors, to and from any public roads now existing or hereinafter to be built, for purposes of exercising the rights herein;
- C. The right to enforce the terms of this Conservation Easement as provided in Section 6;
- D. Any other right expressly or by implication afforded to Grantee by this Conservation Easement.

3. Prohibited Uses.

Except as expressly provided in Sections 3 and 4 hereof, any activity upon or use of the Conservation Property inconsistent with the purposes of this Conservation Easement is prohibited.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Conservation Property:

- A. Further division or subdivision of the Conservation Property. However, Grantors may enter into boundary line agreements to resolve bona fide boundary line disputes. In addition, any portion of the Conservation Property may be conveyed to Grantee, or another qualified conservation entity subject to the continuation of the terms of this Conservation Easement.
- B. Disturbance or change in natural habitat on the Conservation Property, except as necessary for the uses expressly authorized by Sections 3 and 4 of this Conservation Easement.
- C. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, sludge, or radioactive or hazardous waste, shall be placed, stored, dumped, buried or permitted to remain on the Conservation Property.

- D. Activities on the Conservation Property which result in erosion or siltation thereon or onto lands or waters nearby, except as necessary for the uses expressly authorized by Sections 3 and 4 of this Conservation Easement;
- E. Activities which could be detrimental to water quality or purity, or which could result in alteration of natural water levels and/or flows, except as necessary for the uses expressly authorized by Sections 3 and 4 of this Conservation Easement;
- F. Construction or installation of buildings, towers or structures except as expressly provided in Section 4 hereof. Structures are anything built for the support, shelter or enclosure of persons, animals or goods of any kind, as well as anything constructed or erected with a fixed location on or in the ground. The term includes structures whether temporarily or permanently located, such as towers, decks, satellite dishes, energy generation facilities, turbines, drilling and pumping equipment;
- G. Ditching, draining, diking, filling, excavation, dredging, mining, drilling, hydraulic fracturing, removal of topsoil, sand, gravel, rock, minerals or other materials, including subsurface removal or changes in the topography of the land in any manner, except as necessary for the uses expressly authorized by Section 4 of this Conservation Easement. All surface alterations shall be designed and located so as to have minimal impact on the Conservation Values of the Conservation Property. Stripping of topsoil anywhere on the Conservation Property is expressly prohibited.
- H. Commercial, residential or industrial uses of any kind, except as expressly provided in Section 4 of this Conservation Easement.
- I. Cutting of any trees or other vegetation, except as expressly provided in Section 4 of this Conservation Easement;
- J. Use of motorized vehicles, except as expressly provided in Section 4 of this Conservation Easement;
- K. Construction of new roads on the Conservation Property, except as expressly provided in Section 4.

4. Reserved Rights.

Subject to the conditions and limitations hereof, Grantors, for themselves, their heirs and assigns, reserve the following rights and uses of the Conservation Property, including the right to engage in or permit or invite others to engage in such uses of the Conservation Property, provided that all such rights and any activities of the Grantors, their licensees and invitees are carried out in a manner consistent with the purpose of this Conservation

Easement and in compliance with applicable federal, state, municipal and other governmental requirements:

- A. The right to permit low-impact, non-motorized, outdoor recreation, nature observation and study by the public, including installation of non-motorized trails, parking areas, and signs for such use. “Low-impact outdoor recreation, nature observation and study” is dispersed, non-commercial outdoor activities that support the purpose of this conservation easement that do not adversely impact the environmental quality, habitat and biodiversity associated with the Conservation Property. Examples of such activities include hunting, fishing, trapping, hiking, bird watching, picnicking, cross country skiing, snow-shoeing, bicycling, horseback riding, primitive camping, and outdoor education, including scientific and archaeological research and observation. Such activities do not include motorized or vehicular use except with the Grantee’s prior written consent. Use of the easement area for commercially guided educational or recreational trips may be permitted by Grantor.
- B. The right to construct unpaved recreational trails to be located so as to have minimal impact on the Conservation Values of the Conservation Property. Paved handicapped accessible trails are permitted only with the prior written consent of Grantee. Grantee shall require any approved trails to be located so as to have minimal impact on the Conservation Values of the Conservation Property .
- C. The right to install and maintain, anywhere on the Conservation Property structures designed to enhance the opportunity for low-impact outdoor recreation, nature observation and study and enhance wildlife habitat, such as but not limited to boundary markers; small unlighted informational and interpretive signs; commemorative plaques and monuments; registration boxes; unlighted kiosks for displaying signs, notices, and educational information; tents for noncommercial camping and events; seats, benches, and picnic tables; hunting blinds and tree stands; trail improvements such as handicapped access trails, markers, steps, foot bridges, wetland crossings, water bars, and railings; wildlife habitat structures such as hacking boxes, bird houses, observation platforms and blinds; sight-pervious low fences and rock walls, gates, and other minor barriers to block or discourage unauthorized access by motorized vehicles; and other structures necessary for safety, erosion control or protection of fragile resources. Such structures shall be constructed of dark-colored or natural-appearing materials that blend with the natural surroundings and complement the natural and scenic features of the landscape, as documented in the baseline documentation, and not degrade or damage the conservation values of the Conservation Property. Notwithstanding the foregoing, high-impact outdoor recreational structures are prohibited, including but not limited to boardwalks other than bog bridging, tent platforms, lean-tos, outhouses, portable toilets (except for non-commercial camping and events), golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball and other adventure courses, stadiums, performance stages, dressage fields, equestrian rings, polo

fields, ATV or ORV race tracks or courses, communication towers, playgrounds, athletic courts or fields, airstrips, and permanent aircraft pads.

- D. The right to construct large recreational structures, including, but not limited to a viewing platform and open sided pavilion and structures for the use of caretakers only with the prior written consent of Grantee. Grantee shall require any approved structures to be located so as to have minimal impact on the Conservation Values of the Conservation Property.
- E. The right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Conservation Property for the uses permitted by this Easement. Grantors may alter the natural flow of water over the Conservation Property in order to improve drainage, reduce soil erosion, or improve the forest management potential of the Conservation Property, provided such alterations do not significantly diminish or impair the Conservation Values of the Conservation Property. Grantors shall notify Grantee prior to undertaking any construction, reconstruction or other improvements on the Conservation Property as permitted under this paragraph, so as to enable Grantee to keep its records current.
- F. The right to conduct sustainable forest management on the Conservation Property pursuant to a forest management plan prepared by a licensed forester and submitted for review to Grantee prior to implementation. "Forest management" means all activities for the management of the forest including the harvesting of forest products. In addition, the right to remove vegetation related to permitted uses including construction of trails and recreational structures, as well as clearing of views from trails and recreational areas provided that such clearing is conducted in a manner to have minimal impact on the Conservation Values of the Conservation Property.
- G. The right to remove invasive plant species using manual, mechanical, and chemical control according to Best Management Practices.
- H. The right to use motorized vehicles only as follows:
 - i. By permission of the Grantee for transportation of building materials for approved structures and uses;
 - ii. as necessary for permitted property management activities such as forest management activities;
 - iii. for short term use as needed in an emergency;
 - iv. use of motorized wheelchairs or similar devices for the disabled;
 - v. as approved in advance in writing by the Grantee as being consistent with the purpose of this Conservation Easement; and
 - vi. for access to and in parking areas located on the periphery of the Conservation Property.

5. Public Access.

Grantors agree to take no action to prohibit, or discourage, public access to the Conservation Property but may enact such rules and restrictions as it deems advisable.

6. Remedies.

Grantee shall have the right to enforce the terms of this Conservation Easement by proceedings at law or in equity, including but not limited to the right to require the restoration of the Conservation Property to the condition required by the terms hereof. The following rights shall be cumulative and are not by way of limitation of other legal rights Grantee may have to remedy a violation.

A. If Grantee determines that there is a violation of the terms of this Conservation Easement, or that such violation is threatened, Grantee shall give notice thereof to Grantors. Said notice shall specify any corrective action which Grantee determines will cure the violation and/or restore the Conservation Property to bring it into full compliance with this Conservation Easement.

B. Grantee may bring an action at law and/or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. Without limitation, such action may require the restoration of the Conservation Property to the condition required by this Conservation Easement, to enjoin any noncompliance by temporary or permanent injunction or by order of specific performance of the terms of this Conservation Easement, and to recover any costs or damages arising from such noncompliance. Except where emergency circumstances require more immediate enforcement action, Grantee agrees to provide the Grantor with written notice at least thirty (30) days prior to filing of any court enforcement action hereunder, and to provide the Grantor with a reasonable opportunity to cure any breach not to exceed ninety (90) days unless extended by Grantee.

C. In any case where a court finds that a violation has occurred, Grantor shall reimburse Holder for all its expenses incurred in preventing, stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Holder to discover a violation or to take immediate legal action shall not bar Holder from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

D. Grantee also has the right to establish a local liaison for communications and monitoring, and to delegate its monitoring and inspection obligations, provided that (1) any such entity shall be qualified under Maine law to hold conservation easements; (2) the local liaison shall not undertake to grant or withhold any approvals, or initiate any enforcement action, which rights shall be exclusive to Grantee; and (3) Grantee shall provide the Grantor with written notice of the contact information for a liaison prior to the authorization of the same.

7. Grantee's Discretion.

Except as otherwise provided by law, enforcement of the terms of this Conservation Easement shall be at the sole discretion of Grantee, and only Grantors and Grantee shall have standing to bring an action affecting this Conservation Easement. Any forbearance by Grantee or any other party to exercise its rights under this Conservation Easement in the event of any breach or threatened breach of its terms shall not be deemed or construed to be a waiver of any such term or of that or any subsequent breach of the same or any other terms of this Conservation Easement. No delay or forbearance by Grantee or any other party in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. Grantors hereby waive any defense of laches, estoppel or prescription.

8. Acts of God.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee or any other party to bring an action against Grantors for injury or change to the Conservation Property resulting solely from causes completely beyond Grantor's control, such as acts of God and natural causes beyond Grantor's control, nor shall any action ensue against Grantors for taking any prudent action under emergency conditions to prevent, abate or mitigate significant injury to human life or to the Conservation Property.

9. Grantor's Responsibilities as Landowner.

Grantors acknowledge that Grantee has neither possessory rights in the Conservation Property, nor any responsibility or right to control, maintain, or keep up the Conservation Property. Grantors retain all responsibilities of ownership of the Conservation Property and, as such, shall bear all costs of every kind relating to the ownership, operation, improvement, maintenance, use, taxation or otherwise with respect to the Conservation Property. Without limiting the generality of the foregoing obligations:

- A. Grantors shall keep the Conservation Property free of any liens or encumbrances arising out of any work performed for, materials furnished to, or other obligations incurred by, Grantors or otherwise that might impair, encumber or subordinate Grantee's rights in this Conservation Easement. Grantors shall pay when due, and before they mature as liens, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Conservation Property, and Grantors shall furnish Grantee with satisfactory evidence of such payment upon request. Grantee may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances that Grantors are required to pay hereunder, and shall then be entitled to reimbursement by Grantors.
- B. Grantors represent that as of the date of this grant there are no liens or mortgages outstanding against the Conservation Property. In the future, Grantors have the right to use the Conservation Property as collateral to secure the repayment of debt, provided that any lien and rights granted for such purpose, regardless of

date, are subordinate to Grantee's rights under this Conservation Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any lien or other interest in the Conservation Property.

- C. In order to establish the present condition of the Conservation Property so as to be able to properly monitor future uses and assure compliance with the terms hereof, Grantors shall arrange at their cost for the preparation and delivery of baseline documentation, acceptable in form and content to Grantee, that describes in maps, pictures and narratives the condition of the Conservation Property as known on or before the date of this grant; provided that, if such documentation is not provided by or on behalf of Grantors on or prior to the date of this grant, Grantors shall arrange for the completion of this duty by such date, as soon thereafter as possible, that Grantee may require. Grantors shall provide a complete copy of such baseline documentation to Grantee. Once certified by Grantors and Grantee, such documentation shall be prima facie evidence of the condition of the Conservation Property as of the date of the grant. It is the intention of the parties that such baseline documentation shall be in form and content no less than as is required under Treasury Regulations §1.170A-14 for tax deductible conservation easement gifts.
- D. Grantors shall be responsible for any hazardous or other waste or illegal condition on the Conservation Property, regardless of whether the same occurred before or after the grant of this Easement and regardless of whether such condition was caused by the action of the Grantors.
- E. It shall be Grantor's obligation at their cost to keep the boundaries of the Conservation Property clearly and accurately marked. In the event boundaries are not adequately clear or marked and Grantors fail to accurately mark within a reasonable time after notice by Grantee, Grantee shall have the right to engage a professional surveyor or other contractor to establish and mark boundaries of the Conservation Property or any part thereof. The costs associated with such work shall be paid by Grantors if and to the extent necessary to determine if a breach of this Conservation Easement has occurred.

10. Amendment.

Subject to applicable laws, Grantors and Grantee shall have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that any such amendment is not inconsistent with the purposes of this Conservation Easement and will not materially detract from the conservation and public values of the Conservation Property sought to be protected by this Easement. Such amendments shall be in writing signed by Grantors and Grantee, and shall become effective upon recordation at the Kennebec County Registry of Deeds. The parties shall have no right or power to agree to any amendment that would cause it to fail to qualify as a valid conservation easement under or fail to comply with applicable provisions of 33 M.R.S. § 476 et seq., as amended, or under the Internal Revenue

Code, 26 U.S.C.A. § 170(h)(3), as amended, or regulations promulgated there under. Further, any amendment that materially detracts from the conservation values on the Conservation Property intended to be protected under this Conservation Easement shall require Court approval in an action in which the Attorney General is made a party. Nothing in this paragraph shall require the Grantors or the Grantee to agree to any amendment or to negotiate regarding any amendment.

11. Assignment by Grantee.

This Conservation Easement is assignable by Grantee, but only to an entity:

- A. that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and
- B. that as a condition of transfer agrees to uphold the conservation purposes of this grant.

12. Transfers by Grantors.

In the event that Grantors transfer ownership of the fee in the Conservation Property, or any other interest in such Conservation Property including without limitation a leasehold or mortgage interest, Grantors shall incorporate the terms of this Conservation Easement, or sufficient reference thereto, in any deed or other legal instrument creating such transfer of interest. Such reference shall be sufficient only if it puts the transferee on notice that its interest in the Conservation Property shall be subject to all of the terms of this Conservation Easement. In the event of any such transfer, the transferee(s) shall have the joint and several obligations of Grantors hereunder. Grantors shall give Grantee at least fourteen (14) days prior notice of intention to transfer any interest in the Conservation Property and, immediately following such transfer, shall provide a copy of the deed or instrument of conveyance to Grantee. In the event that a transfer of the Grantor's interest is by reason of death or other operation of law, Grantor's executor, personal or other representative, or transferee shall provide notice thereof to Grantee within 60 days thereafter. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. Termination; Extinguishment.

- A. The unprofitability of carrying out its terms and purposes shall not impair the validity of this Conservation Easement or be considered grounds to terminate it or alter its terms. The fact that any of the uses prohibited herein, or other uses not mentioned, may become greatly more economically valuable than uses which are permitted herein, or that neighboring properties may in the future be put to uses incompatible with those permitted herein, has been considered by Grantors in granting this perpetual Conservation Easement. It is Grantor's and Grantee's belief that any such changes will increase the benefit to the public of the

continuation of this Conservation Easement, and it is the intent of both Grantors and Grantee that any such changes should not be deemed to be changed conditions or circumstances justifying or permitting extinguishment, termination or alteration of this Conservation Easement.

- B. This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the conservation purposes of this Conservation Easement are impossible to accomplish and if Grantors and Grantee agree.
- C. Grantors and Grantee agree that the donation of this Conservation Easement gives rise to a property right that vests immediately in Grantee. Grantors and Grantee further agree that this property right has a fair market value that is equal to the amount by which the fair market value of the unrestricted Conservation Property is reduced by the restrictions imposed by this Conservation Easement, as of the date of the execution of this Conservation Easement (hereinafter the "Original Proportionate Value"). Subject to Treasury Regulation 1.170A-14(g)(6)(ii) and 33 M.R.S. Section 477-A(2)(B), both as amended, should this Conservation Easement be terminated, in whole or in part, Grantors must pay Grantee (or another qualified entity selected by a court) the greater of:
 - (1) the Original Proportionate Value of any proceeds received by Grantors as a result of the termination, if known at the time of termination, or
 - (2) the increase in value of the Grantor's estate resulting from the termination, as determined by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantors and Grantee.

Grantee or its successor shall use any proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial purposes of this Conservation Easement. Grantee has the right to record a lien on the Conservation Property to secure its rights under this section.

- D. Whenever all or part of the Conservation Property is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Conservation Easement, Grantors and Grantee shall join in appropriate actions in connection with such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of Grantor's and Grantee's interests as specified above. All expenses incurred by Grantors and Grantee in such action shall be paid out of the recovered proceeds.

14. Notices and Requests for Consent.

in common or joint ownership, Grantors shall immediately provide to Grantee a notice designating one person and address to which all notices may be sent on behalf of all owners and from which Grantor's notices shall be authorized on behalf of all owners. In the event of Grantor's failure to provide such notice, Grantee may (but is not required to) rely upon notices being sent to and/or received by any owner. In the event that the Conservation Property is owned by persons in common or joint ownership, agreement or consent of a majority interest of such owners shall be deemed to be the agreement or consent of all of the owners of the Conservation Property.

15. Severability.

If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement, and the application of such provision to any other person or any other circumstance, shall remain valid and shall not be affected thereby.

16. Construction.

If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be exercised liberally in favor of conserving and protecting the Conservation Property and carrying out this Easement's purpose. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by applicable laws and regulations of any federal, state or local government.

17. Recordation.

Grantee shall record this instrument in timely fashion in the Kennebec County Registry of Deeds and may re-record it at any time or place as it may determine useful to preserve its rights in this Conservation Easement.

18. Estoppel Certificates.

Upon written request by Grantors, Grantee will provide a certificate to Grantors or third parties, indicating the extent to which, to Grantee's knowledge after reasonable inquiry, the Conservation Property is in compliance with the terms of this grant. Any inspection of the Conservation Property undertaken by or for Grantee for this purpose will be at Grantor's cost.

19. General Provisions.

- A. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Maine.
- B. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement, all of which are

merged herein. Amendments to this Conservation Easement may be made only by written agreement of both Grantee and Grantors and subject to all of the terms of this Conservation Easement and other applicable provisions of law. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantors of any rights extinguished or conveyed hereby.

- C. Successors and Assigns. All of the covenants, terms, conditions, restrictions and agreements set forth in this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Property. The term "Grantor" or "Grantors" as used in this easement shall include, unless the context clearly indicates otherwise, the within-named Grantors, jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Conservation Property. The term "Grantee" as used in this easement shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns.
- D. Grantor's Obligations. A person's or entity's obligations hereunder as Grantors will cease only if and when such person or entity no longer has any ownership interest in the Conservation Property (or relevant portion thereof), but only to the extent that the Conservation Property (or relevant portion thereof) is then in compliance with this Conservation Easement, and provided such person or entity shall have fulfilled the requirements of Section 12. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for compliance with Grantor's obligations hereunder. If the Conservation Property should be owned by more than one person, the owners shall be jointly and severally responsible for the obligations of the Grantors hereunder.
- E. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- F. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who signed it. In the event of any disparity between the counterparts produced, the recorded counterpart(s) shall be controlling.

TO HAVE AND TO HOLD this Conservation Easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this ___ day of .

Signed, sealed and delivered
in the presence of:

Witness

Witness

GRANTOR'S ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF KENNEBEC

Then personally appeared the above-named and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney-at-Law

GRANTEE'S ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by The Kennebec Land Trust, Grantee as aforesaid, and Grantee does hereby accept the foregoing Conservation Easement by and through Theresa Kerchner, its Executive Director, hereunto duly authorized, this

By: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF KENNEBEC

Personally appeared the above-named Theresa Kerchner, the Executive Director and authorized representative of The Kennebec Land Trust, who acknowledged the foregoing

instrument to be her free act and deed in said capacity, and the free act and deed of The Kennebec Land Trust.

Before me,

Notary Public/Attorney-at-Law



**CITY OF
AUGUSTA
FIRE DEPARTMENT**

Chief Roger J. Audette 1 Hartford Square Augusta, ME 04330-5220 ♦ (207) 626-2421 ♦ (207) 626-2424 Fax

To: Bill Bridgeo
From: Roger J. Audette
Date: September 8, 2015
RE: FY15 Metro Funds

As the Emergency Management Director for the City of Augusta I propose the following budget request for the 2015 Metro Funds.

SHSP Funds \$81,481.14

City Wide Emergency Planning \$10,000.00
These funds will be used to update City of Augusta Emergency Plans. The City is looking to hire an Emergency Planner that will work with each of the respected City Departments including Police, Fire, Public Works, Civic Center and Parks & Recreation.

Fire Department & Haz Mat Team V Prime Mover \$40,000.00
The Augusta Fire Department is part of a two county State Funded Haz Mat Team with a large response trailer. Additionally the City of Augusta has other emergency response trailers including generators, air units, light towers and food units.

Emergency Management Traffic Message Board \$25,000.00
This unit will be used by Police, Fire and Public Works

Fire Department Toughbook Computers \$6,481.14
These units will be placed in fire department vehicles.

LETPP \$30,857.13

Police Department Portable Radios \$10,000.00
We are asking to fund the purchase of 4-Portable Radios and 10-Batteries

Police Department Training & Overtime \$5,000.00
Participation in Training and Disaster Exercises

Police Department Toughbook Computers \$15,857.13
Used to replace old and obsolete units.

I look forward to briefing the City Council on these very important grant opportunities.

City of Augusta, Maine
DEPARTMENT OF DEVELOPMENT SERVICES

AUGUSTA STATE AIRPORT
CODE ENFORCEMENT
ECONOMIC DEVELOPMENT



ENGINEERING
FACILITIES & SYSTEMS
PLANNING

Note: This material is intended for your review in anticipation of this item being included on the September 17th Business Meeting Agenda.

MEMO

TO: Augusta City Council, Mayor Dave Rollins, City Manager Bill Bridgeo, Matt Nazar

FROM: Keith P. Luke

DATE: September 8, 2015

RE: City of Augusta – Vacant Building Registration Ordinance

Following is revised language for the proposed Vacant and Abandoned Building Registration ordinance. It incorporates as much of the council feedback from the work session and first reading as possible, including:

Specifying that the ordinance applies only to buildings that have been classified as vacant and abandoned.

Further clarifying that it does not pertain to properties owned by people in assisted living facilities, properties listed for sale, actively managed, or on deployment with the National Guard.

The proposed ordinance now directly references conditions of abandonment that have been established by state statute (MRSA Title 14 §6326 Section 2, Parts A-I).

Chapter 6. Property Maintenance.

Article I. Vacant and Abandoned Building Registration

§ 6-92. Purpose.

A. Vacant or abandoned properties create and pose significant and costly problems for the City. These properties often become a drain on the City budget and detract from the quality of life of the neighborhood and the City as a whole. Vacant buildings are an impediment to neighborhood redevelopment and rehabilitation, decrease property values, and prevent neighborhood stabilization. These structures are unsightly, often structurally unsound or otherwise dangerous, attract criminal activity, and otherwise create a threat to public health, safety, and welfare of neighboring properties and the general public.

B. A significant obstacle in providing effective and prompt enforcement of the current City Codes, as they relate to vacant buildings, is the inability to contact the owners of abandoned properties. These buildings are often also the subject of foreclosure actions by lien holders, which take considerable time to resolve.

C. Certain categories of vacant properties, such as homes of "snowbirds", members of the armed forces, including the National Guard on active-duty deployment, or those who have moved into assisted living facilities, or homes that are actively on the market, managed, or undergoing renovation, are less likely to cause problems and accompanying City costs and are exempt from this article.

D. The purpose of this article is to provide a just, equitable and practicable method for identifying, managing and responding to the numerous issues associated with vacant buildings that have been abandoned. This article is intended to prevent or mitigate dangers to health, safety and welfare, promote responsible management, provide a safe neighborhood for residents, safeguard property values, expedite housing repairs, and provide for prompt contact with owners or managers by Police, Fire, and Code Enforcement when issues or emergencies develop.

§ 6-93. Definitions.

A. If a term is not defined in this article or the Land Use Ordinance, it shall have its customary dictionary meaning.

B. For the purpose of interpreting this chapter, the following terms, phrases, words and their derivations shall have following meanings:

OWNER

Any person, agent, firm, corporation or other legal entity having a legal or equitable interest in a vacant building that has been abandoned, including but not limited to a mortgagee in possession, the beneficiary of a trust, or the holder of a life estate.

PROPERTY MANAGER

A Maine-based entity, corporation, or individual or the designee of the owner that is responsible for maintaining, securing, and inspecting vacant buildings.

VACANT BUILDING

Any building or other structure that is unoccupied by a person or occupied by unauthorized persons for 60 days, excepting permitted garages or accessory buildings.

ABANDONED BUILDING

Any building or structure that is vacant and is under a current notice of default; under a current notice of trustee's sale; pending a tax assessor's lien sale; any property that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; and any property transferred under a deed in lieu of foreclosure/sale.

Any building that meets one or more of the conditions cited in MRSA Title 14 §6326 Section 2, Parts A-I, and as may be amended, for establishing abandonment by statute:

- A. Doors and windows on the mortgaged premises are continuously boarded up, broken or left unlocked;
- B. Rubbish, trash or debris has observably accumulated on the mortgaged premises;
- C. Furnishings and personal property are absent from the mortgaged premises;
- D. The mortgaged premises are deteriorating so as to constitute a threat to public health or safety;
- E. A mortgagee has changed the locks on the mortgaged premises and neither the mortgagor nor anyone on the mortgagor's behalf has requested entrance to, or taken other steps to gain entrance to, the mortgaged premises;
- F. Reports of trespassers, vandalism or other illegal acts being committed on the mortgaged premises have been made to local law enforcement authorities;
- G. A code enforcement officer or other public official has made a determination or finding that the mortgaged premises are abandoned or unfit for occupancy;
- H. The mortgagor is deceased and there is no evidence that an heir or personal representative has taken possession of the mortgaged premises; and
- I. Other reasonable indicia of abandonment.

§ 6-94. Applicability.

A. This article applies to all vacant buildings that have been abandoned located within the City of Augusta.

B. This article does not apply to primary residences of members of the armed forces, including the National Guard on active-duty deployment, vacation or resort facilities, or residences of persons on extended vacations or alternative living arrangements with the intention to return to the property and live (e.g., "snowbirds" or those in assisted living facilities), or residences that are actively on the market, managed, or undergoing renovation.

§ 6-95. Registration required.

A. The owner of a vacant building that has been abandoned must obtain a vacant building registration permit for the period during which it is vacant.

B. When an abandoned building ~~or structure~~ becomes vacant, the owner of the building must apply for and obtain a vacant building registration permit and pay the fee within 60 days of the building becoming vacant.

C. Standard vacant building registration permit.

(1) The Code Enforcement Division shall issue a standard vacant building registration permit upon being satisfied that the building has been inspected and is in compliance with the vacant building standards set forth in this article, and is adequately protected from intrusion by trespassers and from deterioration by the weather.

(2) A standard vacant building registration permit is valid for six months from the date of approval.

D. Interim vacant building inspection permit.

(1) If a vacant building that has been abandoned is inspected and determined not to meet one or more local or state life safety codes, the Code Enforcement Division shall issue an order for any work needed to:

(a) Adequately protect the building and property (i.e., swimming pools, hot tubs, children's equipment including "jungle gyms") from intrusion by trespassers and from deterioration by weather by bringing it into compliance with all existing local and state life safety codes; and

(b) Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and

enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency.

(2) When issuing orders under Subsection D(1), the Code Enforcement Division shall specify the time for completion of the work. The order will act as an interim vacant building registration permit, the duration of which will be for the time set forth in the order. No interim registration permit may be effective for a period of more than 90 days.

(3) All work done pursuant to this article must be done in compliance with the applicable building, fire prevention, life safety and zoning codes.

E. After the vacant building registration permit is issued, the Code Enforcement Division shall add the property to a registry maintained by the City of Augusta and made available for public inspection. This registration data shall include - but not be limited to - the name, address, phone number and email address of the owner or its agent, and contact information of the designated property management company.

F. Upon the expiration of a vacant building registration permit, if the building or structure is still vacant, the owner must arrange for an inspection of the building and premises with the appropriate Code Enforcement, Police, Fire, Public Health and Safety Officials, and renew the permit within 10 days of expiration. All permit renewals shall be subject to all conditions and obligations imposed by this article and any previous permits unless expressly exempted therefrom.

§ 6-96. Permit application.

A. Application by the owner of a vacant building ~~that has been abandoned or structure~~ for a vacant building registration permit must be made on a form provided by the Code Enforcement Division. Applicants must disclose all measures to be taken to ensure that the building will be kept weather-tight and secure from trespassers, safe for entry of Code Enforcement, Police, Fire, Public Health and Safety Officials in times of exigent circumstances or emergency, and together with its premises be free from nuisance and in good order in conformance with life safety, and other codes adopted by the City of Augusta.

B. The application shall include a "statement of intent." The statement of intent shall include information as to the expected period of vacancy (including the date of vacancy), the plan for regular maintenance during the vacancy to comply with the life safety code requirements and a plan and timeline for the lawful occupancy, rehabilitation, or removal or demolition of the structure.

C. The application shall include a list of persons authorized to be present in the building, along with a statement that any persons not listed shall be considered trespassers. The owner shall update the authorized person list as needed.

D. Contact information. The application shall include the following:

(1) The name, street address, telephone number, and e-mail address of an individual designated by the owner or owners of the vacant building that has been abandoned as their authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding in connection with the enforcement of this Code regarding the vacant building.

(2) The name of at least one property manager responsible for management and maintenance of the property, along with their twenty-four-hour-a-day contact information.

(3) The name of any bank/lender/lien holder with an interest in the property and its contact information, including the mailing address of the bank/lender/lien holder.

(4) If any contact information required under this subsection changes or becomes out-of-date, the owner must notify the Code Enforcement Department in writing within 15 days of such change.

E. A fee of \$200 for commercial entities (banks or financial service companies) or \$100 for individuals (individual owners of single-occupancy dwellings) shall be charged for a vacant building registration permit or interim permit. This fee shall also be charged upon the renewal of such permits. The fee must be paid at the time of application or renewal. No permit shall be issued prior to payment of the permit or renewal fee. If an owner has undertaken the demolition permitting process, no fee will be required.

§ 6-97. Inspection.

A. Upon and at the time of application, the owner of a vacant building that has been abandoned ~~or structure~~ shall arrange for an inspection of the premises by staff of the Code Enforcement Division. The purpose of such inspections is to determine and ensure compliance with existing life safety codes and security of the premises. The Code Enforcement Division may bring on the inspection such other government officials as it deems prudent to ensure the safety of the building and the Code Enforcement Division, including but not limited to Police, Fire and Public Health Officials.

B. If Code Officials have reason to believe that an emergency or imminent danger exists tending to create an immediate danger to the health, welfare, or safety of the general public, Code, Police and Fire Officials have the authority to enter and inspect the vacant building that has been abandoned and premises upon which it stands without notification or warrant being required.

§ 6-98. Vacant Building Maintenance Standards.

An owner of a vacant building that has been abandoned must adequately protect it from intrusion by trespassers and from deterioration by the weather. A vacant building shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following vacant building maintenance standards:

A. Building openings. Doors, windows, areaways and other openings must be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and other such openings must be covered by glass or other rigid transparent materials which are weather protected and tightly fitted and secured to the opening.

B. The owner of a vacant building ~~or structure~~ must comply with all building, fire, life safety, zoning, and other applicable codes or ordinances and must apply for any building, fire prevention, and zoning permits necessary to perform work required by this article.

§ 6-99. Violations and penalties.

Any person who is found to be in violation of any provision or requirement of this article shall be subject to a civil penalty, including the city's attorney's fees and other remedies as set forth in 30-A M.R.S.A. § 4452. Each violation of a separate provision or requirement, and each day of violation, shall constitute a separate offense.