

SPECIAL MEETING

AGENDA

March 2, 2015

Executive Session pursuant to Title 1, M.R.S. §405(6)(F), and Title 36, M.R.S. §841, Subsection 2E, to hear and deliberate upon two applications for hardship tax abatements

The meeting was called to order by the Mayor at 5:30 p.m. with the following members answering the roll call: Mayor Frank Isganitis, Louise MacLellan-Ruf, William Clayton, Valli Geiger, City Manager Chaousis, and City Attorney Beal. Councilor Larry Pritchett was excused from attending this meeting.

Public Forum: There were no speakers for the public forum.

Executive Session: Councilor Clayton moved to enter an Executive Session pursuant to Title 1, M.R.S. §405(6)(F), and Title 36, M.R.S. §841, Subsection 2E, to hear and deliberate upon two applications for hardship tax abatements.

Vote: 4 for.

The Council entered Executive Session at 5:32 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned without objection from the Council at 6:15 p.m.

A TRUE COPY.

ATTESTED: _____ City Clerk

SPECIAL MEETING

AGENDA

March 2, 2015

FY 2016 Capital Improvement Plan Presentation
Condominium Association Financial Update
Set Agenda for March 9, 2015 Regular Meeting
Work Shop: Transient Housing Ordinance

The meeting was called to order by the Mayor at 6:30 p.m. with the following members answering the roll call: Mayor Frank Isganitis, Louise MacLellan-Ruf, William Clayton, Larry Pritchett, Valli Geiger, City Manager Chaousis, and City Attorney Beal.

Pledge of Allegiance to the Flag: All present joined in the Pledge of Allegiance to the Flag.

Public Forum: During the public forum, the following persons spoke on the following issues:

- Nicole Fuller, 21 Holmes Street, spoke concerning the proposed Transient Housing Ordinance, saying that short term rentals have been a way for her to afford her home and to keep it up to a nice standard. She said that she would not like to see onerous regulations placed on those who offer such short term rentals.

- Kathryn Fogg-Hill, 84 Grace Street, said that she has been an "Air B&B" host for the past several years and has met many wonderful people from all over the world who want to come to Rockland and experience our community. She said this issue was corporate inns vs private home ownership, and that those offering such short term rental are able to police themselves.

- Hal Perry, 25 State Street, spoke concerning snow plowing and snow removal on his street. He said that there is so much snow on his street that two vehicles cannot pass each other, and that the sidewalk has not been cleared all winter. He demanded that the snow be removed from the street.

- Elizabeth Burrows said that she has been offering short term rental of rooms at her home since 2013, and added that he has gotten to know many other travelers. She also said that so-called "air b&b's" are a legitimate business, paying all appropriate fees and taxes. She also said an entire culture has grown around these kinds of short term rentals, and that people will stay elsewhere if they cannot find this kind of lodging in a specific area. She said that more operators use professional listing agents that screen both operators and guests to make sure there are not issues.

- Joan Smith, 42 Masonic Street, said that she uses a service called VRBO (Vacation Rentals By Owner) to rent her home for the summer months while she is traveling. She said that these guests visit local businesses and eat at local restaurants bolstering the local economy. She said this additional income allows her to stay in her home and to maintain her home to a high standard.

At this time, Councilor MacLellan-Ruf noted that the allotted 15 minutes for the public forum has expired and moved to suspend the rules to allow the public forum to continue. Councilor Pritchett seconded the motion.

Vote: 5 for.

The public forum was extended.

- Justin Ford, representing On The Water Maine, a vacation rental organization, said that a recent study showed that Rockland has the smallest number of vacation rental properties in the mid-coast area. He also said that there is no need for the City to address this issue at this time as the State is currently working on creating standards and regulations for these kinds of rentals. He asked that the Council give them an opportunity to get those regulations in place, rather than duplicating the effort.

- Maria Pease, a resident of Union, spoke in favor of the proposed Transient Housing ordinance saying that she owns long term rental properties in Rockland, and that safety is the primary issue. She said that the regulations for long term and short term rentals should be the same.

- James Kalloch, North Main Street, said that he was running for the House Legislative District 93 seat, and that if elected he would strive to attend as many Council meetings as possible to stay involved with local issues. He added that regardless of who you support, everyone should vote on March 10.

- Cheryl Michaelsen, 81 Talbot Avenue and owner of the Barry Manor Inn, spoke representing the Historic Inns of Rockland, thanking Code Enforcement Officer John Root for all the work he has put into this proposal. She also urged the Council to move forward with this proposal to add clarity to the regulations. She said that this proposal does not question the ability to host these kinds of short term lodgers, rather it is to clarify the regulations and establish standards for safety. She added that twenty years ago the City updated its lodging house regulations to accommodate Bed and Breakfast establishment when they started to become prevalent. She said now it is time to do the same for these kinds of short term rental operations.

Hearing no other speakers, the public forum was closed.

At this time, Mayor Isganitis presented a Certificate of Appreciation to Tom Luttrell in recognition of his service to the City as Interim City Manager.

Presentation - FY 2016 Capital Improvement Plan Budget: The Council went into informal session for a brief presentation of the FY 2016 Capital Improvement Plan Budget by Finance Director Tom Luttrell.

Set Agenda for March 9, 2015 Regular Meeting: The Council then set the agenda for the March 9, 2015 Regular Monthly Meeting. The following communications were addressed:

- a. Letter from Neighbors for Overnight Oversight – Support for Transient Housing Ordinance.
- b. Letter from Seth Thompson – Support for Transient Housing Ordinance

These communications were accepted and placed on file. It was also noted that an number of other communications in opposition to the proposed Transient Housing Ordinance were received by the Council but not included with the agenda materials. It was asked that all communications on this issue be assembled and made available to the public.

Workshop - Transient Housing Ordinance: The Council then held a workshop on the proposed Transient Housing Ordinance. It was decided that another workshop should be held on this issued. (March 23, 2015 at 5:30 p.m. was chosen for this workshop).

With no other business to come before the City Council, Councilor Pritchett moved to adjourn. Without objection from the Council, the meeting was adjourned at 9:00 p.m.

A TRUE COPY.

ATTESTED: _____ City Clerk

SPECIAL MEETING

AGENDA

March 9, 2015

Presentation by Wright Pierce Engineers – Sewer/Storm Water Collection System Study Update

Executive Session pursuant to Title 1, M.R.S. § 405(6)(C) which allows for the discussion disposition of and/or interest in real property when premature disclosure of information could prejudice the competitive or bargaining position of the City.

The meeting was called to order by the Mayor at 4:30 p.m. with the following members answering the roll call: Mayor Frank Isganitis, Louise MacLellan-Ruf, William Clayton, Valli Geiger, City Manager Chaousis, and City Attorney Beal. Councilor Larry Pritchett arrived at 4:45 p.m.

Public Forum: There were no speakers for the public forum.

Presentation by Wright Pierce Engineers – Sewer/Storm Water Collection System Study Update: The Council went into informal session for a presentation by Wright Pierce Engineers and Water Pollution Control Director Terry Pinto updating the Sewer and Storm Water Collection System Study.

Executive Session: With the above presentation complete, Councilor Clayton moved to enter into an Executive Session pursuant to Title 1, M.R.S. § 405(6)(C) which allows for the discussion disposition of and/or interest in real property when premature disclosure of information could prejudice the competitive or bargaining position of the City.

Vote: 5 for.

The Council entered Executive Session at 6:10 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned at 6:55 p.m.

A TRUE COPY.

ATTESTED: _____ City Clerk

REGULAR MEETING

AGENDA

March 9, 2015

- 1. Roll Call
- 2. Pledge of Allegiance to the Flag
- 3. Public Forum (of not more than 30 minutes - 3 min. limit each speaker)

- 4. Meeting Notice
- 5. Reading of the Record
- 6. Reports:
 - a. City Manager’s Report
 - b. City Attorney’s Report
 - c. Other Official’s Report
 - d. Mayor’s Report
- 7. Licenses and Permits:
 - a. Liquor & Entertainment Licenses – Comida (New)
 - b. Liquor & Entertainment Licenses – Sandbaggers Café
 - c. Liquor License – Roselyn Thai Fine Cuisine
 - d. Liquor & Entertainment Licenses – Trackside Station Restaurant
 - e. Liquor License – Home Kitchen Café
 - f. Liquor & Entertainment Licenses – The Landings Restaurant
 - g. Liquor & Entertainment Licenses – Eclipse Restaurant & Speakeasy
 - h. Liquor License – Primo Restaurant
 - i. Lodging House License – Ripple Inn at the Harbor
 - j. Lodging House License – Captain Lindsey House

- 8. Resolves:
 - #14 Appointment to ZBA – T. Berry Mayor Isganitis
 - #15 Accepting Donations City Manager

- 9. Ordinances in Final Reading and Public Hearing:
 - #16 Chapter 19, Section 19-304 DT Zone Height Regs (Post. 2/9/15) Frm. Councilor Dickerson
 - # 2 Chapter, 2, Articles III & XIV Dept. of Public Services Councilor Pritchett

- 10. Ordinances in First Reading:
 - # 3 Chapter 7, Section 7-107 Sprinkler System Alarms Councilor MacLellan-Ruf

- 11. Orders:
 - #96 Amending Solid Waste Facility Fees (Postponed 12/08/14) City Manager
 - #10 Authorizing Reserve Funds – Audio/Video Repairs (Postponed 2/9/15) City Manager
 - #12 Accepting Wellness Grant City Manager
 - #13 Authorizing Grant Application – Fish Pier Improvement City Manager
 - #14 Authorizing High Speed Internet Study Councilor Pritchett
 - #15 Adopting Credit Enhancement Agreement – 435 Main Street LLC Councilor Pritchett
 - #16 Authorizing Street Closure & Fee Waiver – Lobster Festival Parade City Manager
 - #17 Authorizing Review – 1 Park Drive Options Councilor Pritchett

12. Adjournment.

The meeting was called to order by the Mayor at 7:00 p.m. with the following members answering the roll call: Mayor Frank Isganitis, Louise MacLellan-Ruf, William Clayton, Larry Pritchett, Valli Geiger, City Manager Chaousis, and City Attorney Beal.

Pledge of Allegiance to the Flag: All present joined in the Pledge of Allegiance to the Flag.

Public Forum: During the public forum, the following persons spoke on the following issues:

- Linda Athearn, 422 Broadway said that she was tired of people telling her that a member of Council was running her mouth about her. When Ms. Athearn was informed that she would not be allowed to make a personal attack on a member of Council during the public forum, Ms. Athearn said that she would “handle it herself”.

- Steven Grima, 74 Pleasant Street, spoke concerning downtown parking for business employees. He said that he does not oppose the two-hour limit per say, but asked if there was some accommodation that could be made for the employees of downtown businesses. He said that was not always feasible for an employee to leave their shift to move their vehicle every two hours.

Mayor Isganitis said that the newly re-constituted Park Advisory Committee is beginning to work on that very issue, and noted that there is currently a vacancy on that committee if anyone is interested in serving.

- Malcom Biddell, 77 North Main Street, said that he was looking to establish a new lunch wagon in Rockland called “Witch Please”, and asked that the Council consider adding a food vendor space at Buoy Park, bringing the total spaces to three. He said that there has been significant community support for his concept and feels that Buoy Park would be the ideal location.

Hearing no other speakers, the public forum was closed.

Meeting Notice: It was noted that this meeting has been given proper notice.

Reading of the Record: Reading of the Record was waived, and the Record of previous meetings deemed accepted, without objection from the Council. Anyone wishing to review the Record may do so at the City Clerk’s office at Rockland City Hall during regular business hours.

Reports:

a. City Manager’s Report: The City Manager reported on the following issues:

- A Special Election will be held on March 10, 2015 to fill the House District 93 seat representing Rockland and Owls Head. Polls at the Recreation Center/Community Building will be open from 8:00 a.m. to 8:00 p.m.

- During his first week on the job, City Manager Chaousis said he has meet with senior staff and was impressed with the caliber of the professionals working for the City. He said that he was excited to work with them to move the City forward.

b. City Attorney’s Report: The City Attorney said that other than matters already communicated to the Council, he had nothing further to report.

c. Other Official’s Report: Councilor Pritchett congratulated Bixby & Company for it’s one year anniversary of making chocolates on Tillson Avenue. Mayor Isganitis also commended the efforts of former Community Development Director John Holden who was instrumental finding a suitable location in Rockland for this company.

d. Mayor’s Report: Mayor Isganitis also commended Bixby & Company on its anniversary and commended the efforts of former Community Development Director John Holden who was instrumental finding a suitable location in Rockland for this company.

Licenses and Permits:

- a. Liquor & Entertainment Licenses – Comida (New)
- b. Liquor & Entertainment Licenses – Sandbaggers Café
- c. Liquor License – Roselyn Thai Fine Cuisine
- d. Liquor & Entertainment Licenses – Trackside Station Restaurant
- e. Liquor License – Home Kitchen Café
- f. Liquor & Entertainment Licenses – The Landings Restaurant
- g. Liquor & Entertainment Licenses – Eclipse Restaurant & Speakeasy
- h. Liquor License – Primo Restaurant
- i. Lodging House License – Ripple Inn at the Harbor
- j. Lodging House License – Captain Lindsey House

A public hearing was opened. Hearing no speakers for or against any of the license applications, the public hearing was closed.

Councilor Pritchett moved to grant all of the licenses.

Vote: 5 for.

Resolves:

#14 Appointment to Zoning Board of Appeals – T. Berry

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Mayor’s appointments of Theodore Berry, 59 Crescent Street, to the Zoning Board of Appeals to fill a vacancy on that Board is hereby confirmed. Mr. Berry shall serve until that term expires in 2016.

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis

Councilor Clayton moved passage.

Vote: 5 for.

#15 Accepting Donations

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

WHEREAS, the Friends of the Rockland Public Library donated \$488.07 for 43 children’s titles to be added to the children’s collection, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, the Rockland Public Library Endowment Association donated \$80.96 to the Library for YA games, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, the First Universalist Church in Rockland donated \$486 to the City to help offset the costs of services provided by the City, said funds to be receipted into the City’s Payment in Lieu of Taxes Account (#10008-03102);

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

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

Sponsor: City Manager
Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

Ordinances in Final Reading and Public Hearing:

#16 Chapter 19, Section 19-304 Downtown Zone Height Regulations (Postponed from 2/9/15)
(See Book 40, Page 164 for text)

It was noted that this Ordinance Amendment was postponed after public hearing being held and receiving a motion for passage.
Vote: 0 for, 5 opposed.
Motion Defeated.

#2 Chapter 2, Articles III & XIV Department of Public Services
(See pages 43 & 44 for text)

A public hearing was opened. Hearing no speakers for or against, the public hearing was closed.
Councilor Pritchett moved passage and moved to amend Ordinance Amendment #2 to read as follows:

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 2, Administration, ARTICLE III, City Manager, and ARTICLE XIV, Department of Public Works, BE AMENDED AS FOLLOWS:

**CHAPTER 2 ADMINISTRATION
ARTICLE III City Manager**

* * *

Sec. 2-304 Division of Administrative Service

The administrative service of the City shall be divided, under the City Manager, into the following ~~sixteen (16)~~ ~~thirteen~~ ~~(13)~~ departments:

<u>Department</u>	<u>Head</u>
Code Enforcement Office	Code Enforcement Officer Eff: 11/28/85
Finance Department	Finance Director
Economic & Community Development Dept.	Community Development Director
Fire Department	Fire Chief
Fish Pier Department	Fish Pier Director
Harbor and Waterfront Department	Harbor Master
Health Department	Health Officer
Legal Department	City Attorney
Library Department	Library Director
Personnel Department	Personnel Director
Police Department	Police Chief
Public Works Department	Public Works Director
Department of Public Services	Director of Public Services
Records Department	City Clerk
Recreation Department	Recreation Director
Water Pollution Control Department	Water Pollution Control Director
Welfare Department	Director of Public Welfare

ARTICLE XIV Department of Public ~~Services~~Works

Sec. 2-1401 Establishment

There shall be a Department of Public ~~Services~~Works, the head of which shall be the ~~Director of~~ Public ~~Services~~Works ~~Director~~ who either shall be the City Manager, or shall be appointed by, the City Manager and confirmed by Council.

Sec. 2-1402 Duties

The Director of Public ~~Services~~Works shall, subject to and in consultation with the City Manager, be responsible for the organization, financial management, general administration and efficient operation of the Department as well as the supervision of Department employees. The duties of the Director of Public Services shall include all duties heretofore assigned to either the Public Works Superintendent/Director or the Solid Waste Director under City Charter, Code of Ordinances, and/or applicable law. Specific duties of the City's Department of Public Services shall include:

~~_____ 1. City Property. Be responsible for all matters pertaining to The construction, management, maintenance, and operation of the physical properties of the City's infrastructure under the administrative direction of the City Manager, including streets, sidewalks, sanitary and storm sewers, parking areas, and public landings, except as otherwise provided by the City charter, other ordinances, or instructions by the City Manager;~~

~~_____ 2. Planning. Be responsible for all planning in connection with such changes or improvements to the physical properties as are essential or desirable for the future growth of the City.~~

_____ 2. Solid Waste. All solid waste, recycling, composting and similar services provided either directly by the City of by other parties under contract to the City including waste reuse and reduction programs, the marketing of reusable and reclaimable materials and responsible disposal of actual waste materials. Solid waste programs shall be operated as fee based services.

_____ 3. Department ~~Property~~Resources. Operate and maintain all DPS equipment, machinery, tools and facilities in a

manner that maximizes the useful life of the asset to the City. Keep maintenance and use logs for all machinery. Keep an up to date capital improvement/replacement cycle analysis of all Department equipment and based on that analysis provide an annual capital improvement plan update for Department equipment to the City Manager and the Finance Director. ~~Be responsible for the care and maintenance of all property used by the Department.~~

4. Enforcement on City Property. See ing that no encroachments are made upon any street, public landing, place, square, land or ground of the City, by fences, buildings or otherwise, and whenever any encroachments shall hereafter be made upon the same, and the party making such encroachment shall neglect or refuse after notification to remove the same, to report the facts at once to the Police Chief and cooperate to the end that the person so offending shall be prosecuted and the nuisance abated.

5. Contracts. In consultation with the City Attorney, prepare or cause to be prepared all contracts and specifications that may be required for public services works and solid waste management.

6. Sewer Construction. ~~Have general management and supervision~~In consultation with the Water Pollution Control Director, perform or cause to be performed the construction, maintenance, repair, and replacement of the public sanitary, storm, and combined sewer systems, and all appurtenances thereto, including the ~~and shall~~ enforcement of all ordinances, rules and regulations relative thereto, keeping ing an accurate record of the location and the expense of constructing and completing each public drain or common sewer hereafter built, and ~~shall~~, after the same is completed, furnishing to the City Assessor a detailed statement of such expense and all necessary information to enable the City Assessor to make an assessment upon the lots or parcels of land benefited by such public drain or common sewer.

7. ~~City Infrastructure~~Property Schedule. Maintain an up to date written assessment of the condition of streets, sidewalks, culverts and other public infrastructure that is the Department’s responsibility and based on that assessment provide and annual public infrastructure capital improvement plan update to the Manager and the Finance Director. ~~Include a schedule of the machinery, tools and other City property in his charge, and a statement of their condition, in his annual report.~~

8. Maintenance. ~~Have charge of operation and m~~Maintenance of the City sewerage system and all appurtenances thereto; ~~maintenance of~~all streets, sidewalks, culverts, storm drains, ditches and other public lands, and grounds ~~and buildings~~; as well as provide street cleaning ~~and sprinkling~~; and snow removal, except as ~~may~~ otherwise directed by the City Manager. Assist other departments with facility maintenance as directed by the City Manager.

9. Technical Standards. ~~Preparing and keeping current a manual of standards and specifications governing the construction, reconstruction, repair, backfilling, compaction, paving, and repaving, as applicable, of City streets, sidewalks, culverts, sewers, and other infrastructure, and, in conjunction with the Water Pollution Control Department, City Sewers. The Technical Standards Manual, and supplements and amendments thereof, shall be submitted to the City Manager for review and adoption as an Administrative Policy of the City and made readily available to the public. The Director of Public Services shall assure adherence with the Technical Standards Manual by the Department and by the public.~~

10. Plans; Public Records. Collect, maintain, and update all plans, estimates, profiles, records and surveys of street bounds, streets, sidewalks, sewers, and other public infrastructure.

Sec. 2-1403 Public Works Advisory Committee

~~A Public Works Advisory Committee is hereby created. It shall consist of five (5) members appointed by the Mayor and confirmed by the City Council for a term of three (3) years, except that of the first five (5) members first appointed, of which one (1) shall be appointed for a term of one (1) year, two (2) for two (2) years, and two (2) for three (3) years. The committee shall elect a chairman and secretary from its membership annually and adopt its own rules of procedure. The Director of Public Works, or designee, shall be an ex officio non voting member of the Committee. The Committee shall advise the City Council in matters of policy and planning in the areas of operation, maintenance, repair, acquisition and disposition of public buildings, equipment, cemeteries, solid waste, wastewater and sewer issues, streets roads and public parks, while maintaining close cooperation with the Planning Board, the Comprehensive Planning Commission, the Economic Development Advisory Committee, the Recreation Advisory Committee, and the Parks Commission.~~

Councilor Pritchett gave a brief explanation of the amendments and the reasons for them.

Vote on amendment: 5 for.

Vote as amended: 5 for.

The amendment will become effective April 8, 2015.

Ordinances in First Reading:

#3 Chapter 3, Section 3-107 Sprinkler System Alarms

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 7, Fire Prevention And Suppression, ARTICLE I, Fire & Emergency Medical Services Department, SECTION 7-107, Alarm Systems, BE AMENDED AS FOLLOWS:

Sec. 7-107 Alarm Systems

1. Purpose. In order to protect public safety and welfare and to assure that fire suppression systems for the protection of life and property are fully operational, it is necessary to require that such systems be correctly designed, installed, and maintained.

* * *

4. System Requirements. Alarm Systems in Rockland shall include the following, in addition to requirements imposed by applicable codes and regulations:

* * *

E. Sprinkler System Alarms. Any alarm bell which shall make local, external notification of a sprinkler system flow shall be of the hydraulically-operated water motor gong type, or an effective substitute acceptable to the Fire Chief in his sole discretion. An electric bell shall not be allowed as a substitute.

* * *

Sponsor: Councilor MacLellan-Ruf
Originator: Acting Fire Chief

Councilor MacLellan-Ruf moved passage. Vote: 5 for.
A public hearing was set for April 13, 2015 at 7:00 p.m.

At this time, Councilor MacLellan-Ruf moved to place Ordinance Amendment #4, authorizing an additional food vendor space at Buoy Park, on the agenda. Vote: 5 for.

#4 Chapter 9, Section 9-215 Increasing Maximum Number of Food Vendors – Buoy Park

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 9, Harbor and Waterfront, ARTICLE II, Harbor and Waterfront Facilities and Management, SECTION 9-215, Special Events: Harbor Park, Buoy Park, Snow Marine Park, BE AMENDED AS FOLLOWS:

Sec. 9-215, Special Events: Harbor Park, Buoy Park, Snow Marine Park

1. Any organization may apply for permission to hold special events on the waterfront properties owned by the City. Organizations shall provide a certificate of insurance covering the event, agreed upon police assistance for traffic or crowd control and an agreement on set up and clean up of municipal property for the event. Applications for events are available at the Harbor Master Office on the waterfront and, for those events that require the exclusive use of one or more parks, shall be filed with the Harbor Management Commission at least 30 days prior to the event.

2. Public access to Harbor Park shall not be restricted for more than four weekends during the period Memorial Day to Labor Day of each year.

3. Up to ~~three~~ two food vendors may be allowed in Buoy Park, situated between the Lobster Cooker and the Middle Pier, and one food vendor may be allowed at the Municipal Fish Pier, during the season of May 1 to October 31 of each calendar year. Special event organizers granted exclusive use of Buoy Park may charge the Buoy Park vendors a fee at a rate no greater than that charged other concession operators during the event, and may require such vendors to relocate their concession stands to a location with Harbor or Buoy Park where other food concessions are to be located during the event, in which instance the food vendor may reduce their fee paid to such special event organizer by the actual cost of thus relocating. Special event organizers may in no event require a food vendor to cease operations or remove his or her stand from Buoy Park.

In addition, one food vendor may be allowed in Snow Marine Park and one food vendor may be allowed in Johnson Memorial Park during the season of May 1 to October 31 of each calendar year.

4. Organizations, including for-profit organizations, may be allowed to use Harbor, Buoy, or Snow Marine Park between May 1 and October 31 of each calendar year on a recurrent, regularly-scheduled basis that is no more frequent than once per week, for less than 6 hours, so long as such use does not conflict with other special events.

5. Fees for using municipal properties for all events shall be set by Order of the City Council. Requests for waiving of fees shall be directed to the Harbor Management Commission as delegated by the City Council in Sec 2-703.

Sponsor: Councilor MacLellan-Ruf
Originator: Councilor MacLellan-Ruf

Councilor MacLellan-Ruf moved passage. Vote: 5 for.
A public hearing was set for April 13, 2015 at 7:00 p.m.

Orders:

#96 Amending Sold Waste Disposal Facility Fee Schedule (Postponed from 12/08/15)
(See page 17 for text)

It was noted that this Order was postponed after receiving a motion for passage. Councilor Pritchett moved to once again postpone Order #96 until the April 6, 2015 Agenda-Setting Meeting. He said that the new fees need to be in place by May 1, 2015, so a discussion of this matter needs to be held prior to the next regular meeting. He said that a workshop on this issue has been scheduled for March 31, 2015, but did not know if the Council would be ready to vote on this order at that time. He also asked that staff provide information to the Council on an analysis of costs to confirm that the fees are appropriate, plans for educational efforts on recycling and improvements to the facility, and sorted vs single stream recycling.

Councilor MacLellan-Ruf said that she wanted the workshop on this issue to be more interactive with the public. Vote: 5 for.

Order #96 was postponed until the April 6, 2015 Agenda-Setting Meeting.

#10 Authorizing Reserve Fund Expenditure – Audio/Video Repairs (Postponed from 02/09/15)
(See page 47 for text)

It was noted that this Order was postponed after receiving a motion for passage.

Councilor Pritchett moved to again postpone Order #10 until the March 23, 2015 Special Meeting. He said that the City Manager is working on a proposal for a more comprehensive upgrade to the City's audio and video equipment, and it was hoped that more information on this issue would be available by the March 23rd meeting.

Vote: 5 for.

Order #10 was postponed until the March 23, 2015 Special Meeting.

#12 Accepting Wellness Grant

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City hereby accepts from the Maine Municipal Association a Wellness Program Grant in the amount of \$1,480, receipted into the Wellness Program Grant Account (#60401-03704) to support the City's Wellness Program.

Sponsor: City Manager
Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#13 Authorizing Grant Applications & Matching Funds – Fish Pier Improvements

WHEREAS, the City owns and manages the Rockland Municipal Fish Pier; and

WHEREAS, the City is seeking state and federal support for critical repairs and improvements to the Rockland Municipal Fish Pier totaling approximately \$1.0 million;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Council authorizes the City Manager to apply for an Economic Development Administration Grant and Maine Department of Transportation Grant to fund capital improvements to the Rockland Municipal Fish Pier; and

THAT the City hereby appropriates \$100,000 from the Fish Pier Improvement Reserve Account (#70000-01776) for the City's match for such grants.

Sponsor: City Manager
Originator: Community Development Director &
Fish Pier Manager

Councilor MacLellan-Ruf moved passage and noted that this was the first year that the City did not allow snow dumping from the Fish Pier, and that there was reduced damage to the Fish Pier as a result. She said it is a good thing that they have stopped that practice.

Councilor Pritchett seconded Councilor MacLellan-Ruf's comments, and commended former Interim City Manager Luttrell for his handling of snow removal in a year with near record snowfall amounts.

Councilor Clayton asked when the grant application deadline was and when would the City know if it received the grants.

The City Manager said that the application deadline for the EDA Grant was in September.

Councilor Clayton asked if the \$100,000 matching funds was for both grants.

The City Manager said that he did not have the answer to that question. He said that he has not had an opportunity to do an in-depth review of the proposal.

Councilor Clayton said that he would like to look at this proposal more closely and therefore moved to postpone Order #13 until the May 11, 2015 Regular Meeting.

When asked by Councilor Pritchett what specific concerns Councilor Clayton had, Councilor Clayton said that this was a large amount of money and he wanted to make sure that the matching funds were sufficient to complete the project. He also said he would like to know how long it would take to recoup the costs. He said with a September deadline, there seems to be time for a more in-depth review of this proposal.

Councilor MacLellan-Ruf said that there were two separate issues; getting the grants and then doing the project. She said she did not see why the City should not pursue the grants now.

Councilor Pritchett asked if there was a project description of what would be covered by the \$1 million dollars.

Councilor Pritchett moved to suspend the Rules to allow Community Development Director Audra Kaler-Bell to address this issue. Councilor MacLellan-Ruf seconded the motion.

Vote: 5 for.

Ms. Kaler-Bell said that detailed engineering has been done for this project on what needs to be done at the Fish Pier. She also explained that the EDA Grant has a September deadline, but there needs to be a 1-1 match committed with the application. She said this is where the MDOT Grant comes in. The plan is to use the MDOT Grant and the \$100,000 from the Fish Pier Reserve as the match for the EDA grant. She said that I why the Council is being asked to approve this now.

Councilor Geiger said that if the City does not receive both grants, the project will not be done.

The Council went back into Regular Session with Councilor Clayton withdrawing in motion to postpone Order #13. However, he said that he still wanted to have a more in-depth conversation on this project during the upcoming budget discussions.

The City Manager said that there is a 2003 Feasibility Study on this project that may answer Councilor Clayton's question. He said that he would provide copies of that study to the Council.

Vote: 5 for.

#14 Authorizing Participation in and Expenditure for Regional High Speed Internet Access Study

WHEREAS, the City recognizes the importance of exploring opportunities for increasing high speed access to the internet for economic development; and

WHEREAS, the City is initiating a regional high speed internet planning study to be undertaken in partnership with communities in Knox County and Waldo County,

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager or his designee is hereby authorized to enter into an agreement with a professional services consultant and other area municipalities to undertake a regional high speed internet access planning study; and

THAT the City Manager or his designee is hereby authorized to negotiate such municipalities’ respective funding obligations for the regional high speed internet access planning study and disburse funds for the study not to exceed \$25,000; and

THAT the City Manager or his designee is hereby authorized to execute any other necessary documents to conduct the regional high speed internet access planning study.

Sponsor: Councilor Pritchett
Originator: Community Development Director

Councilor Pritchett moved passage and thanked staff for bringing this proposal forward. He said the impetus for this proposal was to see if the model put in place in Rockport could be expanded regionally. He also said that if all of municipalities invited to participate do, the cost will be much less than the \$25,000 listed in the Order.

Vote: 5 for.

#15 Adopting Credit Enhancement Agreement – 435 Main Street LLC

WHEREAS, 435 Main Street LLC (“435 Main”) has requested that the City enter into a Credit Enhancement Agreement with 435 Main to support its continued investment in the historic brick structure located at 435 Main Street in Rockland (the “Premises”); and

WHEREAS, the City Council wishes to support the investment in and rehabilitation of historic structures in the Downtown as a mechanism for preserving Rockland’s architectural heritage and promoting economic development; and

WHEREAS, the City and 435 Main have reached agreement as to an appropriate disposition of incremental real property tax revenue increases that are anticipated to be generated by 435 Main’s investments in and rehabilitation of the Premises during the first twelve fiscal years following the adoption of this agreement,

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the City Manager is authorized to enter into a Credit Enhancement Agreement with 435 Main Street, LLC providing for the allocation of incremental increases in real property tax revenues generated by the rehabilitation of 435 Main Street, in substantial conformance with the following proposed agreement:

CREDIT ENHANCEMENT AGREEMENT

This **CREDIT ENHANCEMENT AGREEMENT** (the “Agreement”) is entered into and effective as of February 10, 2015, by and between the **CITY OF ROCKLAND, MAINE**, a municipality organized and existing under and by virtue of the laws of the State of Maine, located in the County of Knox and State of Maine (hereinafter “Rockland” or the “City”), and **435 MAIN STREET, LLC**, a Maine limited liability company with its principal place of business at 435 Main Street in the City of Rockland, County of Knox, and State of Maine (hereinafter “435 Main”).

WITNESSETH THAT:

WHEREAS, on February 27, 2008, pursuant to Title 30-A, Maine Revised Statutes, Chapter 206, the City established the City of Rockland Downtown and Waterfront Tax Increment Financing District (the “Downtown TIF District”), a downtown designated TIF District (as amended by vote of the City Council on November 13, 2013) and adopted a Development Program and Financial Plan for the Downtown TIF District (the “Development Program”); and

WHEREAS, the Development Program contemplated and authorized the City Council to approve Credit Enhancement Agreements between the City and owners of property within the Downtown TIF District, as contemplated herein, in further conformance with the City’s TIF Policy as amended; and

WHEREAS, 435 Main is the owner of real property located at 435 Main Street in Rockland (Tax Map 4-B-12) (the “Premises”), a four story brick building located within the Downtown TIF District; and

WHEREAS, 435 Main has secured approval for and has commenced redevelopment of said Premises at an approximate cost to date of \$1.325 million, and contemplates making additional investments to rehabilitate the Premises, including its upper stories, at an anticipated cost of approximately \$2 million; and

WHEREAS, 435 Main has requested this Credit Enhancement Agreement to support continued investment in the Premises; and

WHEREAS, Rockland and an affiliate of 435 Main have, under separate agreements, jointly participated in funding public improvements to the parking area and pedestrian amenities located east of the Premises, known as the Thorndike Parking Lot; and

WHEREAS, Rockland and 435 Main seek to memorialize their agreement to the disposition of incremental real property tax revenues that are anticipated to be generated by 435 Main’s investments in and improvements to the Premises during the first twelve fiscal years following the adoption of this Agreement,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the City of Rockland, Maine and 435 Main Street, LLC agree as follows:

ARTICLE I – DOWNTOWN TIF DISTRICT

SECTION 1.1. AUTHORITY.

Under the City of Rockland Downtown and Waterfront Tax Increment Financing District and associated Development Program, as approved by the State of Maine Department of Economic & Community Development (“DECD”), the City has authority to enter into this Credit Enhancement Agreement. When executed, a copy of this Agreement shall be submitted to DECD for its records, but is not subject to DECD review or approval.

The Downtown TIF District provides for the disposition of the amount of real property tax assessed on real property in the District by the City in each of Fiscal Years 2014 through 2038, less the tax attributable to the Original Assessed Value of the District, established in the City’s original Development Program and reconfirmed in its amended Development Program. The Premises at 435 Main Street in Rockland is included in the Downtown TIF District, and the assessed value of the Premises is included in the Original Assessed Value of the District.

For the purposes of this Agreement, the Premises Original Assessed Value (“Premises OAV”) shall be the value of the Premises as assessed by the City of Rockland on April 1, 2013. Said Premises OAV and all taxes due and generated by the Premises based on that Premises OAV shall be allocated to the City’s General Fund, in part, and retained within the Downtown TIF District, in part, in conformance with the Development Program (the “Premises Retained Tax Increment Revenue” or “PRTIR”). Any taxes generated from increases in the assessed value of the Premises above the Premises OAV shall be allocated to the City and 435 Main in conformance with this Agreement, and subject to all other terms and conditions set forth herein.

ARTICLE II – DEVELOPMENT PROGRAM FUND

SECTION 2.1. CREATION OF THE 435 MAIN DEVELOPMENT PROGRAM FUND.

The City shall establish a segregated fund pursuant to and in accordance with Title 30-A, Maine Revised Statutes (“M.R.S.”), Section 5227(3) (the “435 Main Development Program Fund”). The 435 Main Development Program Fund shall account for the New Tax Increment Revenue (“NTIR”) generated on property value above and beyond the Premises OAV, and shall include one or more separate sub-accounts to reflect that portion of the NTIR that is to be paid to 435 Main to defray its project costs, as provided in 30-A M.R.S. § 5227(3)(a)(1) and as further defined as follows (the “Project Costs”):

- A. Phase I Project Costs shall include all structural, utility installation, engineering, and other soft costs to secure the future build out of the property and to create usable space for one or more Main Street businesses (including the Main Street and basement levels of such business(es)). Phase I shall also include the build out and equipping of all of the Main Street level;
- B. Phase II Project Costs shall include finishing out and installation of all equipment for the basement levels of the Main Street business(es), which are also accessible from Kimball Lane at the rear of the building;
- C. Phase III Project Costs shall include installation of elevator and a minimum of 15 residential units on upper floors (above the Main Street level);
- D. Phase IV Project Costs shall include any inner access to adjoining properties on the upper floors.

Such 435 Main Development Program Fund shall also account for that portion of New Tax Increment Revenue that is to be utilized by the City for authorized economic development expenses (the “Economic Development Expenses, Table One”) as defined in the Downtown TIF District Development Program, as Amended. Rockland shall hold all monies properly accounted for in the Project Costs sub-account for the benefit of and to be paid to 435 Main as provided in this Agreement.

ARTICLE III – PAYMENT OBLIGATIONS

SECTION 3.1. PAYMENTS TO DEVELOPER.

A. For each Fiscal Year that this Agreement remains in effect, Rockland shall, upon its receipt of a payment by 435 Main of its New Tax Increment Revenue, deposit in the 435 Main Development Expenses sub-account all or part of such payment as follows (“Rockland’s Share”), until such share shall be paid in full for that fiscal year:

CEA YEAR	CITY FISCAL YEAR	ROCKLAND’S SHARE OF NTIR	435 MAIN’ SHARE OF NTIR
1	2016	25%	75%
2	2017	25%	75%
3	2018	25%	75%
4	2019	25%	75%
5	2020	50%	50%
6	2021	50%	50%
7	2022	50%	50%
8	2023	50%	50%
9	2024	75%	25%
10	2025	75%	25%
11	2026	75%	25%
12	2027	75%	25%

- NTIR is New Tax Increment Revenue

B. Rockland shall deposit the balance of 435 Main’ tax payment(s) for each fiscal year that this Agreement remains in effect in the Project Costs sub-account, also as set forth in the preceding table (“435 Main’s Share”).

C. Within thirty (30) days following Rockland’s receipt of tax payment(s) in excess of Rockland’s Share for that fiscal year, Rockland shall pay to 435 Main all amounts then on deposit in the Project Costs sub-account, for the purpose of defraying 435 Main’s Project Costs, less an annual \$1,000 administrative fee retained by the City pursuant to the City of Rockland Tax Increment Financing Policy, as amended, to defray the cost of administering this Agreement.

D. If 435 Main fails to pay any portion of the real property tax assessed by the City on the Premises, the taxes actually paid shall be applied first to the tax due on account of the Premises Original Assessed Value; second, to payment of Rockland’s Share of the Retained Tax Increment Revenues; and third, to payment of 435 Main’s Share.

E. Rockland’s payment obligations hereunder shall be a limited obligation of the City payable solely from monies actually on deposit and available in the Retained Tax Increment Revenues Project Costs sub-account. Rockland’s payment obligations shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City of Rockland, the State of Maine, or any political subdivision thereof. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor, or to make any appropriation for their payment, excepting the City’s obligation to levy property taxes upon taxable property in the Downtown TIF District.

SECTION 3.2. INCENTIVE PAYMENTS TO DEVELOPER

A. The Rockland and 435 Main Shares set forth in Section 3.1(A), infra, for Fiscal Years 2020 – 2027 shall be replaced with the following shares, in the identified Fiscal Year, upon and only in the event of 435 Main’s substantial completion of Phases II and III of the Project, as defined in Section 2.1:

CEA YEAR	CITY FISCAL YEAR	ROCKLAND’S SHARE	435 MAIN’ SHARE
5	2020	25%	75%
6	2021	30%	70%
7	2022	40%	60%
8	2023	50%	50%
9	2024	50%	50%
10	2025	75%	25%
11	2026	75%	25%
12	2027	75%	25%

ARTICLE IV – EFFECTIVE DATE; TERM

SECTION 4.1. COMMENCEMENT DATE AND TERM.

The obligations of the parties under this Agreement shall commence as of the date of the substantial completion of Phase I of the rehabilitation of the Premises as defined in Section 2.1 (the “Commencement Date”), and shall remain in full force and effect until the occurrence of either (A) 435 Main’s payment of all tax assessed on the Premises and owed to the City for all fiscal years up to and including Fiscal Year 2027 and the City’s payment to 435 Main, within the applicable deadline(s), of all amounts due hereunder, or (B) the termination of this Agreement as set forth in Section 4.2.

ARTICLE IV – CONDITIONS

SECTION 4.1 CONDITIONS.

The City’s payment obligations set forth in Article III are subject to and conditioned upon 435 Main’s performance of the following conditions, and the City shall have no obligation to make any payment set forth in Article III upon 435 Main’s failure to perform any one or more of said conditions:

- A. 435 Main shall make improvements to the Premises that encourage a mix of uses;
- B. 435 Main shall make improvements to the Premises that facilitate a greater level of public access;
- C. 435 Main shall install an elevator shaft providing access to units on the upper floors;
- D. 435 Main shall acquire, install, and operate surveillance equipment mounted on the Premises for the purpose of providing 24-hour video surveillance of Thorndike Parking Lot; and
- E. Where practicable, 435 Main shall make improvements to the structure consistent with the Downtown Zone’s design standards.

ARTICLE V – DEFAULT; TERMINATION; REMEDIES

SECTION 5.1. DEFAULT.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- A. 435 Main shall fail to satisfy one or more of the conditions set forth in Article IV when, or for as long as is, required;

- B. 435 Main shall fail to pay when due and in full all real and personal property taxes lawfully assessed by the City on the Premises, subject to 435 Main's statutory right to request an abatement pursuant to 36 M.R.S. § 843 and to appeal a denial of the same;
- C. The City shall fail to pay any amounts due to 435 Main under this Agreement, when the same shall become due and payable, and shall fail to cure the same within thirty (30) days of written notice thereof; or
- D. The City or 435 Main shall fail to observe or perform any other material term or condition of this Agreement, and shall fail to cure the same within thirty (30) days of written notice thereof.

SECTION 5.2. REMEDIES UPON DEFAULT.

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party, following any applicable cure period, shall have the right to seek specific performance of the terms and conditions of this Agreement, and actual damages consisting of and limited to any payment not made when due. No party shall have, and each party hereby waives, any claim for incidental, consequential, or punitive damages, and any tort remedy other than for an intentional or negligent misrepresentation. Nothing in the foregoing or elsewhere in this Agreement waives Rockland's statutory or other remedies and lien authority for non-payment of real or personal property taxes. Delay or omission to exercise any right or power accruing upon any Events of Default, to immediately insist upon the strict performance of any of the covenants and agreements herein set forth, or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by the appropriate legal or equitable remedy set forth herein, strict compliance by the parties with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI – MISCELLANEOUS

SECTION 6.1. SUCCESSORS.

In the event of the merger or consolidation of 435 Main, the terms and conditions of this Agreement shall bind or inure to the benefit of the successor corporation or other business entity, individual, or board to whom or to which any power or duty of 435 Main shall be transferred.

SECTION 6.2. ASSIGNMENT.

435 Main shall not pledge or assign any of its right(s) or obligations hereunder to any third party, other than a successor by merger or consolidation, without the prior written consent of the City, through its City Manager, in the City's sole discretion, which consent shall not unreasonably be withheld. Notwithstanding the City's written consent, no pledge or assignment of this Agreement shall be effective as against the City until thirty (30) days after a written notice thereof has been delivered to and received by the City, from 435 Main. Following receipt of any such notice, the City shall have no liability to 435 Main for any payment made by the City in good faith directly to any such pledgee or assignee pursuant to the terms of such pledge or assignment, including any purported exercise of rights thereunder by the pledgee or assignee, whether or not such direct payment is erroneously made. The City's consent to any such pledge or assignment shall not obligate the City to make payment to such pledgee or assignee in circumstances where 435 Main, by reason of an uncured breach of an obligation under this Agreement, would not be entitled to receive such payment directly from the City. The City may also condition any payments under this Agreement to such pledgee or assignee upon execution of a prior express written assumption of 435 Main's obligations under this Agreement by such pledgee or assignee.

SECTION 6.3. PARTIES IN INTEREST.

Except as herein otherwise specifically provided with respect to successors, pledgees, and assignees, nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person, firm, or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the parties and their respective, authorized successors and assigns.

SECTION 6.4. SEVERABILITY.

In the event that any one or more of the provisions of the Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 6.5. NO PERSONAL LIABILITY OF OFFICIALS OF THE CITY.

No term, condition, or obligation of any kind whatsoever of the City contained herein shall be deemed to be an obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

SECTION 6.6. GOVERNING LAW; VENUE FOR SUITS.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement. Any action by either party to construe or enforce any of the terms, conditions, covenants or obligations of this Agreement shall be brought, if at all, in the District or Superior Court in Rockland, Maine, and otherwise shall be barred.

SECTION 6.7. NOTICES.

All notices, certificates, requests, requisitions or other communications required to be given by the City or 435 Main under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to the following addresses:

If to the City: City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841

If to the Developer: 435 Main Street, LLC
435 Main Street
Rockland, ME 04841

Either party may, by notice given to the other in the manner provided in this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

SECTION 6.8. AMENDMENTS.

This Agreement may be amended only in a writing authorized and executed by both of the parties hereto.

SECTION 6.9. NO JOINT VENTURE.

Nothing in this Agreement shall be deemed to create a joint venture, partnership, or similar association between the City and 435 Main, or to impose any shared liabilities for legal claims beyond those existing by law.

SECTION 6.10. NO WAIVER OF IMMUNITIES.

Nothing in this agreement shall be deemed in any manner or for any purpose to limit, waive or impair any immunity from judgment or suit or limitation on damages presently enjoyed by the City in its governmental capacity under provisions of the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, or other provisions of law.

SECTION 6.11. ENTIRE AGREEMENT.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between Rockland and 435 Main relating to the subject matter of this Agreement and the transactions contemplated hereby.

SECTION 6.12. TAX LAW AND VALUATION CHANGES.

The parties acknowledge that all laws of the State of Maine now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by 435 Main. Without limiting the foregoing, the parties shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on the Premises. In addition, the Development Program makes certain assumptions and estimates regarding valuation, tax rates and estimated costs. The parties agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Premises for purposes of ad valorem property taxation, or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

The parties further acknowledge that the projected reimbursement amounts to be paid by the City to 435 Main under this Agreement and the Development Program are based on property tax laws of the State of Maine in force as of the date of this Agreement. The City shall have no obligation to supplementally appropriate or otherwise supply any shortfall in the reimbursement amounts actually paid from the projected reimbursement figures, resulting from any future changes in State of Maine property tax laws, property assessments, State of Maine funding formulas, or other causes. In all cases, the City's reimbursement obligations under this Agreement shall be limited to a maximum of the Retained Tax Increment Revenues required by this Agreement to be accounted for in the Project Costs sub-account.

IN WITNESS WHEREOF, the City of Rockland, Maine and 435 Main Street, LLC have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

Sponsor: Councilor Pritchett
Originator: Community Development Director

Councilor Pritchett moved passage.

Vote: 5 for.

#16 Authorizing Use of Main Street and Fee Waiver – Lobster Festival Parade

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Rockland Festival Corporation is hereby authorized to close Main Street on Saturday, August 1, 2015 to hold the Annual Maine Lobster Festival Parade. The Festival Corporation shall be responsible for setting up for and cleaning up after this event, coordinating with the Rockland Fire and Police Departments for any necessary public safety and/or traffic

control measures, and shall provide proof of liability insurance to the City prior to holding this event. Any fees associated with this event are hereby waived.

Sponsor: City Manager
Originator: Rockland Festival Corporation

Councilor Clayton moved passage.

Councilor Geiger said that the Festival Corporation did not receive a waiver of this fee last year.

Councilor Clayton said that this was a community event and that he fully supports this waiver 100%.

Councilor MacLellan-Ruf said that she does not see this event any differently than the annual Summer Solstice Celebration, an event that the Council has routinely waived the fees for.

Vote: 4 for, 1 opposed.
(Pritchett)

#17 Authorizing Review of City's Options For One Park Drive and Coast Guard Collection

WHEREAS, the City of Rockland, the Rockland Festival Corporation and the Maine Lighthouse Museum jointly developed the three unit One Park Drive Condominium Association to enable each party to separately purchase the space each was then leasing when 1 Park Drive was offered for sale in 2007; and

WHEREAS, the Rockland Police Department has occupied Unit 2 as City owned property since 2007 and the City has paid all debt incurred for this acquisition; and

WHEREAS, since the 1970's the City of Rockland, under an agreement with the United States Coast Guard, has been the steward of the largest known collection of historical Light House and Coast Guard artifacts; and

WHEREAS, the City of Rockland loaned this valuable collection, plus additional City owned historical items of local significance, to the Maine Light Museum for preservation and public display in Unit 1 of One Park Drive; and

WHEREAS, the financial condition of the Maine Lighthouse Museum has deteriorated to the point that the museum is no longer able to pay insurance on the collection on loan from the City to the Museum; and

WHEREAS, despite hard work by many, the Maine Lighthouse Museum has not proved to be financially viable and owes the One Park Drive Condominium Association more than \$150,000 in unpaid dues for the operation and maintenance of One Park Drive; and;

WHEREAS, the inability of the Light House Museum to pay its share of Condominium dues has meant essential maintenance and upgrades to the HVAC systems at One Park Drive could not be performed and the system has degraded to the point that operation costs are exorbitant and working conditions in the Unit occupied by the Rockland Police Department are poor; and

WHEREAS, the One Park Drive is a harbor view facility that initially many community organization envisioned as a Gateway Center to Rockland and Penobscot Bay and that has significant community value for this and potentially other uses,

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the City Manager is directed to take all appropriate steps to promptly fully secure the collection; and

THAT, the City Manager is authorized to pay the insurance coverage for the artifacts that are the responsibility of the City which are currently being housed in Unit 1 of One Park Drive from the City's Property and Liability Insurance Account (#10072-05093); and

THAT, the City Manager is directed to contact other museums to determine whether any other experienced entity would be interest in managing the collection currently on loan to MLM for the City; and

THAT, the City Manager is hereby authorized to pay critical expenses for #2 fuel oil, water, sewer, and fire protection and liability insurance at 1 Park Drive from the City's Condominium Fees Account (#10031-07020) and to invoice the One Park Drive Condominium Association for reimbursement of any such expenditures to which the City is entitled; and

THAT, the City Manager is directed to review and present to Council what options may be technically and fiscally viable ranging from City gaining ownership (either solely or with a partner) of the MLM unit in the 1 Park Drive to selling the City's current unit.

Sponsor: Councilor Pritchett
Originator: Councilor Geiger

Councilor Pritchett moved passage and said that when the City entered into the Condominium Association in 2007, it did not expect to be in this situation. He said that everyone appreciates all of the hard work that the Maine Lighthouse Museum has done, but it's not working. He said the City needs to step in and protect its assets. Vote: 5 for.

With no further business to come before the City Council, Councilor Pritchett moved to adjourn. Without objection from the Council, the meeting was adjourned at 8:08 p.m.