

**ELECTION RESULTS**

**SPECIAL ELECTION – HOUSE DIST. 93**

**March 10, 2015**

Beebe-Center, Anne H.	726
Huber, Ronald C.	26
Kalloch, James M.	518
Levasseur, Shawn	8
Blanks	0

Total Voters: 1,278 (including 486 absentee voters) out of 4,876 registered voters (26.2% voter turnout).

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**SPECIAL MEETING**

**AGENDA**

**March 23, 2015**

Order #10 Authorizing Reserve Funds – Audio/Video Repairs (Postponed)  
Workshop: Transient Housing

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

In the absence of Mayor Isganitis, Councilor Clayton moved to nominate Councilor Pritchett as Chairman Pro Tempore.  
Vote: 4 for.

**Public Forum:** There were no speakers for the public forum. However, Councilor Pritchett said anyone present wishing to speak about the transient housing proposal will be allowed to do so during the workshop.

**Order #10 Authorizing Reserve Funds – Audio/Video Repairs (Postponed 3/9/15)**

(See page 47 for text)

It was noted that this Order received a motion for passage at the February 9, 2015 meeting.

The City Manager requested that the Council defeat this order, and added that staff would be coming back with a more comprehensive proposal in the near future.

Vote: 0 for, 4 opposed.  
Motion Defeated

**Workshop – Transient Housing:** The Council then went into informal session for a workshop on the proposal to create standards for short-term rental properties in the City. Councilor Pritchett relinquished the chair to Councilor MacLellan-Ruf who then proceeded to facilitate the workshop discussion.

With the above workshop complete, and 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 7:42 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**SPECIAL MEETING**

**AGENDA**

**March 31, 2015**

Workshop – Solid Waste Disposal Issues & Fees

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, 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 comment session, the following persons spoke on the following issues:

- Beth Berry, 59 Crescent Street, spoke concerning the disparity between the disposal fees for commercial waste haulers and the residents, saying that the fees were unfair and need to be equalized so that everyone is paying the same rate.

- David Myslabodsky, 54 Broad Street, noted that the public was being limited to only three minutes to speak on this issue, however, Mayor Isganitis corrected him saying that once the workshop began the Rules would be suspended to allow comments from the public. Mr. Myslabodsky then commented that the City should begin with enforcing the regulations already on the books and follow the Comprehensive Plan.

Hearing no other speakers, the public comment session was closed.

**Workshop: Solid Waste Disposal Facility and Fees:** The Council then went into informal session for a workshop focusing on the operation of the City’s Solid Waste Disposal Facility and the fee structure for use of the facility. The Council asked staff to come back with various options on how to best address the issues.

With no further business to come before the City Council, the meeting was adjourned without objection from the Council at 7:17 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**SPECIAL MEETING**

**AGENDA**

**April 6, 2015**

Public Hearing – CDBG Downtown Revitalization Grant Application  
Order #96 Amending Solid Waste Disposal Fee Schedule (Postponed)  
Set Agenda for April 13, 2015 Regular Meeting  
Brief Updates: Transient Housing and Downtown Height Proposals

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, 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:

- Adele Faber, 73 Willow Street, spoke concerning the fees at the Solid Waste Disposal Facility, saying that the Council has been discussing fees based on business as usual at the facility. She said that the public does not want business as usual and enumerated what she felt were management and informational issues at the facility. She also commented on the current disposal contracts with commercial vendors for construction and demolition debris, calling them “give-away” deals and saying that they should not be renewed when they expire this year.

When Mrs. Faber was informed that she had reached her 3 minute limit, Councilor MacLellan-Ruf moved to suspend the Rules to allow Mrs. Faber to continue for an additional 3 minutes. The motion was seconded by Councilor Clayton.

Vote: 5 for.

The Rules were suspended to allow Mrs. Faber to continue to speak for an additional 3 minutes.

Mrs. Faber continued, saying that the Council has continually ignored calls from the public to establish a committee to review Solid Waste operations and assist in educational efforts on recycling. She also noted that not only has the Council ignored calls for such a committee, it recently voted to eliminate the Public Works Advisory Committee. She said that when the petitioners worked to repeal the pay per bag issues, they expected change at the facility, and called on the Council to begin facilitating that change.

- Theodore Berry, 59 Crescent Street, spoke concerning the construction and demolition debris contracts, questioning the terms of the contracts and asking if any thought has been given to pursuing perceptive trade practice claims against commercial vendors who have not lived up to their contracts.

- David Myslabodsky, 54 Broad Street, also spoke concerning solid waste issues, saying that the City’s permit for

composting has been extended to include other organic wastes than just yard waste and called for the City to immediately begin composting efforts to significantly reduce the amount of waste from the waste stream.

- Lynn Archer, owner of the Brass Compass Café at 305 Main Street, thanked the Public Works Department crews for the outstanding job they did in dealing with a very difficult winter. She then thanked the City for allowing her to use a 10' strip of land in the park adjacent to the Brass Compass, noting that this would be the 12<sup>th</sup> year if the Council once again approved the license agreement. She also said that she would be amenable to a multi-year agreement if the Council was so inclined. She said that there have been no incidents recently with her use of the park, and that she felt it was good for the City.

- Kathryn Fogg-Hill, 84 Grace Street, spoke concerning the transient housing issues, saying that she attended the public hearing on LD 36 in Augusta, and noted that many more people spoke in opposition to the imposition of regulations on the short-term rental market than spoke for it. She also noted that the Governor has called for deregulation of all lodging houses. She added that Title 22 M.R.S. §2501 stated that private homes may not be considered a lodging house if it offers less than three rooms for rent.

- Edward Hanz – owner of the Old Granite Inn at 546 Main Street, spoke concerning the transient housing issue, saying that any place that offers space for rent regardless of the number of rooms or length of time are lodging houses and all should be treated the same. He said that the people operating these “short-term” rental facilities are operating outside the law, and that the laws should be enforced equally across the board. He said if the laws do not treat everyone equitably, they should be changed to do so.

- Nicole Fuller, 21 Holmes Street, said that she too attended the public hearing on LD36 and was encouraged that the Governor wants to deregulate the lodging industry.

- Cheryl Michaelsen – owner of the Berry Manor Inn at 81 Talbot Avenue, said that a solution to the transient housing issue requires thoughtful consideration of all those involved. She said that the well-being of the homeowners, butters and guests need to be considered, and that any regulations implemented need to address all concerns equally.

At this time, Councilor Pritchett noted that the allotted 15 minutes for the public forum have expired and moved to suspend the Rules to extend the time for the public forum for an additional 10 minutes. The motion was seconded by Councilor Geiger.

Vote: 5 for.

The Rules were suspended to extend the allotted time for the Public Forum for an additional 10 minutes.

- Carol Eliassen, 57 Main Street, spoke concerning the transient housing issue, saying that the Queen of England just signed into law a “home-sharing” measure that allowed for short-term rentals of up to 90 days without restriction or licensure, and added that the English Housing Authority board unanimously supported the measure. She said if the English could institute such a law, there is no reason why we could not do the same here. She said that this is a world-wide movement and is not going away.

- Valerie Hooper, 181 North Main Street, spoke concerning the requirement that people clean up after their dogs, saying that law is still in effect and now that the snow is finally melting people need to start doing that again. She said it was understandable that people did not clean up after their dogs when the weather was so bad, but there is no reason not to do it now. She added that better signage informing the public of the requirement to clean up after their dogs may be helpful as well.

Hearing no other speakers, the public forum was closed.

#### **Public Hearing – CDBG Downtown Revitalization Grant Application**

A public hearing was opened to receive public comment on the CDBG Downtown Revitalization Grant Application for a \$400,000 grant that will be used for reconstruction of storm water and waste water infrastructure and rebuilding sidewalks on Elm, Museum and School Streets. Hearing no speakers, the public hearing was closed.

At this time, Councilor Pritchett moved to add Order #18, Solid Waste Services Fees and Options Review, on the agenda.

Vote: 5 for.

**Order #18 Solid Waste Services Fees and Options Review**

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**Whereas**, Rockland residents, businesses and community organizations currently bring over 5,100 tons of waste materials along with an additional 2,300 tons of separated recyclable materials to the City's transfer station each year; and

**Whereas**, the total costs to operate the transfer station, transport materials and pay for disposal at the PERC incinerator currently equals \$146 per ton which is 27% more than the fee currently charged commercial haulers and businesses bringing waste to the facility, and

**Whereas**, 1,200 households bring 1,400 tons of waste to the transfer station on the flat fee residential sticker for which the City incurs \$205,000 yearly in handling & disposal costs; and

**Whereas**, dividing that \$205,000 annual cost equally among the 1,200 households who purchase flat fee stickers would result in a price of \$168 per sticker for residents which is 2 1/2 times the \$65 the City charged residents for annually stickers from June 2010 through May 2014; and

**Whereas**, in aggregate all the materials recycled at the Transfer station currently costs \$38 per ton annually which is far less than the City pays to dispose of waste at the PERC incinerator; and

**Whereas**, several Maine studies indicate that as much as 40% of the waste the City trucks to PERC for disposal is food waste or other organic materials that potentially could be composted at a lower cost than either incinerating or land filling this material; and

**Whereas**, at Council workshops residents have expressed a desire for the City to explore and implement options to improve the recycling of materials brought to the transfer station by commercial haulers and residents in compliance with the City's recycling ordinance; and

**Whereas**, the FY15 and FY16 Work Plan adopted by Council in November of 2014 includes priorities related to composting, recycling and transfer station staffing; and

**Whereas**, the City's contract to dispose of waste materials at the PERC incinerator expires in 2018 and it is in the City's long term interest to see how much the volume of trash requiring disposal can be reduced prior to entering into contracts for waste disposal after 2018; and

**Whereas**, the City Council wants to insure both that transfer station operations are as efficient as practical to keep materials handling costs down and that it is easy for the public to dispose of materials brought to the facility in the least costly, most environmental responsible manner practical before charging the full \$146 per ton cost and the full \$168 residential sticker fee; and

**Whereas**, the City Council also desires to provide a two to three year window for businesses and residents to work with Council and City staff in a joint effort to maximize recycling, composting and other options that could lower residents and businesses overall waste materials cost before charging the full \$146 per ton cost and the full \$168 residential sticker fee;

**NOW, THEREFORE, it is hereby ordered by City Council as follows**

**That**, the City Manager is directed to promptly develop information that can be made available on the City web site, on local access TV, at City Hall, at the Solid Waste Facility, and in the local media, as well as discussed by staff with residents when renewing transfer stations stickers, that educates residents about the City's recycling programs, the Pay As You Throw option, and the price of Residential stickers; and

**That**, the City Manager is directed to take steps to improve efficiency, ease of use and compliance at the City's Transfer Station, and

**That**, the City Manager is directed to explore options and alternatives for improving the city's recycling rate and expanding

waste composting, including multi-town options, and report back to Council on technically and fiscally viable alternatives; and

**That**, the City Manager is directed to develop the City’s municipal solid waste budgets over the next three years based on the following Solid Waste Fees:

- May 1, 2015: \$120/Ton and \$95 Residential Sticker
- May 1, 2016: \$130/Ton and \$125 Residential Sticker
- May 1, 2017: \$146/Ton and \$155 Residential Sticker; and

**That**, the Manager is directed to routinely update Council on the effectiveness of programs the City is trying to divert more waste into less expensive alternatives like composting and recycling as well as the progress being made to improve the efficiency of waste handling at the Solid Waste facility so that Council that can evaluate whether these combined efforts may enable the facility to be operated at a lower per ton cost than listed in this order.

Sponsor: Councilor Pritchett  
 Originator: Councilor Geiger  
 Councilor MacLellan-Ruf

Councilor MacLellan-Ruf moved passage.

Councilor Clayton asked for clarification on the effect this order would have on the postponed Order #96 that is also on this agenda. It was explained that Order #96 would amend the actual Solid Waste Disposal Fee Schedule and would need to be enacted for the solid waste fees to continue after May 1.

Councilor Pritchett said that this order captures some of the criticisms that have been leveled against the facility and incorporates some of the suggestions that have been made to improve the operations at the facility.

Councilor Geiger said that she hoped the sticker fees would not need to be increased as proposed in this order by reductions in the waste stream through better recycling and composting efforts.

Councilor MacLellan-Ruf added that this order does not ignore Commercial Waste Haulers and contracted vendors.

Councilor Pritchett said that the sticker price is calculated at 1.2 times the per-ton rate, based on the actual amounts of waste deposited. He said if those numbers are decreased through recycling and composting efforts, the fees will be reduced as well.

Vote: 5 for.

**Order #96 Amending Solid Waste Disposal Fee Schedule (Postponed from 3/9/15)**

(See page 17 for text)

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

Councilor Pritchett moved to amend Order #96 as follows: Under Permit and License Fees – Resident Permit and Seasonal Permit: ~~\$135~~ to \$95.  
Vote on amendment: 5 for.

Councilor Pritchett then moved to further amend Order #96 as follows: Under Commercial Permit, ~~\$125~~ to \$120; and Under Items Accepted at Transfer Station, Per Ton: ~~\$125~~ to \$120.  
Vote on amendment: 5 for.

Vote as amended: 5 for.

Order #96, as amended, now reads as follows:

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT**, the fee schedule for the City’s Solid Waste Disposal Facility, as amended 06/30/14, be further amended as follows:

\* \* \* \*

**ITEMS ACCEPTED AT TRANSFER STATION**

**Municipal Solid Waste:**

Per Bag:

12 gallon bags

\$0.75 each

22 gallon bags	\$1.50 each
33 gallon bags	\$2.25 each
Per Ton:	\$115.00, from 07/01/14 through 05/01/15; <del>\$125.00</del> <u>\$120.00</u> from 05/02/15 on

**PERMIT AND LICENSE FEES**

Resident Permit	<del>\$135.00</del> <u>\$95.00</u> per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Permit	\$ no fee ( <u>Disposal Fee: \$115 per ton through 05/01/2015, then \$125 \$120 per ton from 05/01/2015 on).</u>
Recycling Permit	\$0 per year ( <del>to be discontinued on 05/01/15</del> )
Seasonal Permit	<del>\$135.00</del> <u>\$95.00</u> per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Hauler License Fee	\$250.00 per year
Non-Resident Contractor Permit (each job)	\$20.00 per job
Non-Resident Landscape Contractor Permit	\$72.00 per year
Temporary General Permit	no fee

**Set Agenda for April 13, 2015 Regular Meeting:** The Council then went into informal session to set the agenda for the April 13, 2015 Regular Meeting.

**Brief Updates: Downtown Zone Height Regulations and Transient Housing:**

Councilor Geiger, who is also the Chair of the Comprehensive Planning Commission, gave a brief presentation to the Council on the proposals for the Comprehensive Planning Commission on height limitations in the downtown zone. The basic proposals are to establish a 1:1 street width to building height ratio in the Downtown Zone with the exception of the area encompassed by the Tillson Avenue Area Overlay Zone (TAAOZ) where the ratio would be 3:2.

Code Enforcement Officer John Root then gave the Council a brief update on the transient housing issue on efforts to address the concerns expressed by the Council and the public on the initial attempts by staff to legitimize short-term rentals in the City of Rockland. Mr. Root pointed out that unless something is done, staff would be obligated to enforce the current ordinance regulations which would likely result in many short-term rental businesses having to seek approval for their operations, modify their operations, or cease operations altogether.

With no further business to come before the City Council, the meeting was adjourned without objection at 8:40 p.m.

**SPECIAL MEETING**

**AGENDA**

**April 13, 2015**

**Executive Session** – Pursuant to Title I, M.R.S. §405(6)(F); Title 22, M.R.S. §4306; Title 26, U.S.C. §6103; Title 5, M.R.S. §13119A(2), which requires the City to preserve the confidentiality of applicants’ financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City’s Katherine B. Haines Fund.

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.

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

**Executive Session:** Councilor Pritchett moved that, pursuant to Title I, M.R.S. §405(6)(F); Title 22, M.R.S. §4306; Title 26, U.S.C. §6103; Title 5, M.R.S. §13119A(2), which requires the City to preserve the confidentiality of applicants’ financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City’s Katherine B. Haines Fund. Vote: 5 for.

The Council entered Executive Session at 6:32 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned without objection at 6:55 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**REGULAR MEETING**

**AGENDA**

**April 13, 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 License – Brass Compass Café
  - b. Liquor & Entertainment Licenses – Archer’s on the Pier
  - c. Liquor License – Rockland Café
  - d. Liquor License – Sunfire Mexican Grille
  - e. Liquor & Entertainment Licenses – The Pearl Restaurant

- 8. Resolves:
 

#16 Commendation – John Root (20 Years of Service)	City Council
#17 Commendation – Kenneth Elwell (20 Years of Service)	City Council
#18 Accepting Donations – Library	City Manager
#19 Appointment – Maine Service Center Coalition	Mayor Isganitis
#20 Appointment – MCEDD General Assembly	Mayor Isganitis
#21 Appointment – Sealer of Weights & Measures	Mayor Isganitis
#22 Appointment – Rockland Port District	Mayor Isganitis

- 9. Ordinances in Final Reading and Public Hearing:
 

# 3 Chapter 7, Section 7-107 Sprinkler System Alarm	Councilor MacLellan-Ruf
# 4 Chapter 9, Section 9-214 Buoy Park Food Vendors	Councilor MacLellan-Ruf

- 10. Ordinances in First Reading:
 

# 5 Authorizing Quit Claim Deed - Reconveyance of 107 First Street	City Council
# 6 Authorizing Quit Claim Deed – Reconveyance of 24 Jefferson Street	City Council

- |  |                         |
|--|-------------------------|
| # 7 Authorizing Quit Claim Deed – Reconveyance of 19 Franklin Street     | City Council            |
| # 8 Authorizing Quit Claim Deed – Reconveyance of 26 Rockland Street     | City Council            |
| # 9 Authorizing Quit Claim Deed – Sale of 63 Warren Street               | City Council            |
| #10 Amendment to Lease to Own Contract – Water Pollution Control Vehicle | Councilor Clayton       |
| #11 Authorizing Lease – “Sea Scout” Building                             | Councilor Pritchett     |
| #12 Chapters 9 & 19 Special Event Off-Premises Signs                     | Councilor MacLellan-Ruf |
| #13 Authorizing Quit Claim Deed – Reconveyance of 127 First Street       | City Council            |

11. Orders:

- |  |                         |
|--|-------------------------|
| #19 Authorizing License Agreement – Brass Compass Tables                 | Councilor Clayton       |
| #20 Accepting Forfeited Assets – P. Solari                               | City Manager            |
| #21 Authorizing License Agreement – 421 Maine LLC (Awning)               | City Manager            |
| #22 Accepting Grant-in-Aid – Snow Marine Park Floats                     | City Manager            |
| #23 Authorizing Reserve Funds – Water Pollution Control Facility Repairs | City Manager            |
| #24 Authorizing Banner – Bicycle Coalition of Maine                      | Councilor Pritchett     |
| #25 Authorizing Letter of Support – Mid-Coast Council of Governments     | City Manager            |
| #26 Accepting Design Plan – Mechanic Street Portion of Harbor Trail      | Councilor MacLellan-Ruf |
| #27 Authorizing Street Closure & Fee Waiver – Memorial Day Parade        | City Council            |
| #28 Authorizing Bids – Sale of 44 Old County Road                        | City Manager            |

Executive Session pursuant to Title 1, M.R.S. §405(6)(C) which allows for the discussion of economic development issues when premature disclosure of information would damage the competitive or bargaining position of the City.

12. Adjournment.

The meeting was called to order by the Mayor at 7:00 p.m. with the following member 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:

- Kathryn Fogg-Hill, 84 Grace Street, spoke concerning the transient housing issues, reporting that two bills before Legislative Committees on this issue received ought not to pass recommendations from those committees. She urged the City to review the state laws pertaining to lodging house to make sure any local regulations are in compliance with those laws.

- Malcolm Bedell, 77 North Main Street, spoke in favor of allowing an additional food vendor space at Buoy Park. He said that he was interested in renting that space and placing his mobile food wagon at that location. He said from the inception of his concept for his business, he wanted to have a downtown location, and felt it would be an improvement to the amenities in the Harbor Park area.

- Gaye Best, representing her mother Robert Best, spoke concerning the proposed use of a portion of Winslow-Holbrook Memorial Park by the Brass Compass for tables and chairs. She said that some 80 years ago, the intersection at Park and Main was named Winslow-Holbrook Square in honor of the first two soldiers killed in World War I, but over the years that honor was all but forgotten. She said renewed interest in the memorial led to the dedication of this park in their honor. She objected to the use of a veteran’s memorial by a private business for profit, adding that the Brass Compass does not need what amounts to a stipend from the City to continue to operate, noting that the vendors that lease space at Buoy Park pay \$3,000 per season for that space.

- Roberta Best, 68 Mechanic Street, the half-sister for Lt. Albert Holbrook, spoke in opposition to the use of the Park by the Brass Compass Café, saying that it saddened her that the City shows such little respect for those who have died in service to their country, and do little regard for the feeling of the families of those men.

- Jim Sharp, Sharp’s Point South on Mechanic Street, spoke in support of the leasing of the so-called “Sea Scout” building at Snow Marine Park adjacent to Sharp’s Point South, to the Steam, Sail and Power Museum and Breakwater Kayak

Company. He said that their operations at this site last year were somewhat successful and they plan on expanding on that success this year.

- Lynn Archer, owner of the Brass Compass Café, spoke in favor of the agreement to place tables and chairs in Winslow-Holbrook Memorial Park, and said that she honors the park and all veterans by taking care of the park and making it a focal point for visitors and residents. She thanked the Council for considering her request, and noted that this would be the 12<sup>th</sup> straight year for this activity.

Hearing no other speakers, the public form was closed.

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

**Reading of the Record:** Reading of the Record was waived, and the Record previously transmitted to the Council for review 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:

- The City Manager gave a brief overview of the automatic lien foreclosure procedures and outlined the City's efforts to avoid such foreclosures, and the City's efforts to return properties to their previous owners in the event of foreclosure. He also pointed out that while it was true that the municipal officers have the authority to waive foreclosure, the City would lose any ability to collect the outstanding taxes or sewer charges.

- The City Manager then report that Greg Blackwell has resigned as Public Service Department Director, and that he wished Mr. Blackwell well in his future endeavors. He said that advertisement for a new Public Service Department Director will take place in the near future. He added that David Larrabee has taken on the additional leadership role at the Department until a new Director is found.

- The proposed municipal budget for FY 2016 will be presented to the Council an April 22, 2015. Mondays and Wednesdays throughout April and May (that are not holidays or already scheduled as Council meetings for other purposes) have been set aside for the Council's deliberations on the proposed budget. He said that it is important for a thorough discussion of public funds are to be utilized, and that he is prepared to fully discuss this budget proposal with all interested parties.

- Finally, the City Manager indicated that over time he will be moving away from the traditional oral report to the City Council at Regular Meeting, and will be using other means to communicate with the Council and the public.

b. City Attorney's Report: The City Attorney reported on the following issues:

- The Council authorized litigation to recover outstanding solid waste fee from Bussone, and the City Attorney reported that the City has received summary judgement in that case for more than \$33,000. He said collection procedures are now beginning to recover that judgement.

- The Council previously authorized reconveyance of 20 Katahdin Avenue to JP Morgan Chase, however, the deadline for reconveyance passed without JP Morgan Chase satisfying the requirements, even though the original deadline had been extended 180 days. He said, as per the reconveyance ordinance, the City Manager has issued a request for bids for sale of the property.

c. Other Official's Report: Councilor Pritchett reported that the new dump fees will become effective on May 1, 2015. He said that the new residential sticker fee was set at \$95, but based on actual amounts of waste disposed; the actual cost per year is \$168. He said that increased recycling and compost would dramatically reduce the amount of waste disposed of annual, and thereby would keep the cost of the annual sticker from increasing dramatically in the future. He also said that the pay per bag option is still available to residents.

Councilor Pritchett then commended Finance Director Thomas Luttrell for securing \$1 million dollars in State funding to go toward the Old County Road project.

d. Mayor's Report: The Mayor wanted to clarify a statement made concerning the Brass Compass use of Winslow-Holbrook Memorial Park that he was interested in granting the Brass Compass exclusive use of a portion of the park for its tables and chairs. He said that statement was not correct, and that what he was proposing was a multi-year agreement so that this issue would not have to be addressed each year. He said this agreement has always specified that the tables are open for use by the public. He also said that the area is measured as 10' from the building for ease of measurement because the property line between Ms. Archer's land and the City's land is not uniform the entire length of the property line.

At this time, Councilor MacLellan-Ruf moved to take Order #19, Resolve #16 and Resolve #17 out of order. Without objection from the Council, it was so ordered.

#### **Order #19 Authorizing License Agreement – Brass Compass Café Tables**

#### **IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City Manager is authorized to sign a limited use license agreement with the owner of the Brass Compass Cafe to place public tables in a portion of Winslow-Holbrook Memorial Park and to provide food and beverage service to those tables for the 2015 Summer Season (May 15, 2015 through October 31, 2015) in substantial conformance with the terms and conditions specified in the license agreement attached hereto.

Sponsor: Councilor Clayton  
Originator: Brass Compass Cafe

#### **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and Lynn W. Archer, d/b/a The Brass Compass Cafe, of 305 Main Street, Rockland, Maine (the "Licensee"), is effective May 15, 2015, if duly executed by each party.

**WHEREAS**, Licensee operates a restaurant at 305 Main Street (Tax Map 1-H-9) (the "Brass Compass"), immediately adjacent to the northerly boundary of Rockland's Winslow-Holbrook Memorial Park (Tax Map 1-H-7) (the "Park"); and

**WHEREAS**, Licensee seeks to place and serve food at tables in the Park,

**NOW, THEREFORE**, in consideration of the promises and undertakings set forth herein, the parties hereto do agree as follows:

**1. Grant of License.** The City of Rockland grants to Licensee a non-exclusive license, between May 15, 2015, and October 31, 2015, temporarily to place tables and chairs for public and customer seating, and – from and by the Brass Compass – to serve food and refreshments at the same within the License Premises as hereinafter defined;

**2. License Premises.** The License Premises shall be the area of the Park that (A) falls within, and does not exceed, ten (10) linear feet measured southerly from and at right angles to the southerly foundation of the Brass Compass building; (B) lies easterly of the east side of the City's street light control panel in the Park; and (C) excludes the areas in the Park (1) between the north side of the control panel and the Brass Compass building, (2) between the south side of said control panel and Park Drive, and (3) between the west side of said control panel and Main Street (the "License Premises")

**3. Fee.** Licensee shall, prior to placing any table or chair in the Park, pay to the City a total fee of \$1,500.00 (the "Fee") for the permissions granted under this License; provided, however, that in the event the City suspends or terminates this License Agreement pursuant to subparagraph 8(A), the fee shall be pro-rated to exclude the period in which this License is suspended, and the excess payment, if any, shall be refunded to Licensee no later than November 30, 2015;

**4. Conditions.** Such license and use of the Park shall be subject to and limited by the following conditions:

- A. Licensee shall not place or allow any third party to place or move Licensee's tables or chairs or other property at or to any location outside the License Premises. Licensee has the sole obligation and burden of assuring that her patrons and property remain within the Licenses Premises;
- B. Licensee shall neither conduct nor permit any food preparation; nor place or allow any greeting stand, bussing station, or storage facility; nor play, show, or operate any audio or visual device; nor use or store any cooling, refrigeration, or other equipment or devices, in the License Premises;

- C. Licensee may not serve and shall prohibit the consumption of alcoholic beverages in or around the License Premises;
- D. Licensee shall keep the License Premises, and tables and chairs placed therein, in a clean, neat, and orderly condition at all times;
- E. Licensee may not affix or attach any table, chair, or other item to the ground in the License Premises in any manner, nor cordon off or establish any barrier to the public's access to or use of such tables and chairs in the License Premises;
- F. Licensee may not place, and shall remove if placed by any third party, any commercial logos, promotional materials, or other advertising for Licensee's or any other business or enterprise (other than the existing awning attached to the Brass Compass building) within or over the License Premises or the Park;
- G. Licensee shall permit and welcome members of the public to use, within the License Premises, any or all of the tables and/or chairs placed by or for the Licensee within the License Premises. Licensee may in no way, explicitly or by implication, restrict the use of the License Premises or Licensee's tables and chairs therein to patrons of the Licensee's business(es). Notwithstanding the foregoing, Licensee may exclude from the License Premises any unruly, intoxicated, or disruptive persons, consistent with Licensee's policies or practices for removing such persons from the interior of Licensee's restaurant;
- H. Licensee shall be responsible for the repair of any damage that occurs within the License Premises during the term of this License Agreement;
- I. Licensee shall secure and maintain property insurance for the License Premises, and liability insurance covering occurrences within the License Premises in amounts not less than \$1,000,000/occurrence and \$3,000,000/ aggregate, and shall cause the City to be named therein as an additional insured. Licensee shall cause an original certificate of such insurance to be submitted to the City prior to Licensee's use of the License Premises. Licensee shall keep current such liability insurance coverage throughout the term of this License Agreement;
- J. Nothing herein is intended nor shall be deemed to grant to Licensee or any other party any property or other right, title, or interest in the real and personal property subsumed within the License Premises. Nor does the grant of the permissions set forth in the License Agreement establish any precedent for or subsequent right to the renewal of such license and/or permissions in the future;
- K. Licensee shall not make or permit any construction, reconstruction, demolition, or other activity affecting the condition of the License Premises. Any improvements to or in the License Premises by, on behalf of, or with the permission of the Licensee shall become the property of the City, without cost and free and clear of any lien or other encumbrance or claim;

**5. Term.** Except upon the occurrence of an Event of Default, the Term of this License Agreement shall be from May 15, 2015, to October 31, 2015;

**6. Costs; Maintenance.** Licensee shall be fully and solely responsible for the costs of the permanent or temporary improvement(s) and amenities authorized in this License Agreement, and the City shall have no responsibility or liability therefor. Licensee shall maintain the License Premises, and Licensee's property therein, in a safe and presentable condition throughout the Term of this License Agreement, to the satisfaction of the Code Enforcement Officer, and shall bear the full expense thereof;

**7. Indemnification; Hold Harmless.** Licensee hereby agrees and undertakes to indemnify Licensor, and shall protect and hold Licensor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from any event, act, or omission within the term of this Agreement in connection with any claim, loss, or damage arising from or connected with the permissions granted to Licensee herein, and/or from Licensee's acts or omissions in or relating to her use of the License Premises. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/or other applicable law or doctrine;

- 8. Termination.** The City may terminate this License Agreement prior to the expiration of the Term as follows:
- A. if (1) the City Council shall have adopted a plan for the rehabilitation or improvement of the Park and/or the surrounding City sidewalk(s), and (2) work is to commence to implement such plan within the effective period of this License, which work – in the sole discretion of the City Manager – requires the suspension or termination of this License and the removal of the tables and chairs, Licensee shall cease her use of the Park for seating and service, and shall remove the tables and chairs from the Park until informed by the City that such use may resume; or
  - B. without notice, if the City Manager, in consultation with the Code Enforcement Officer or other City staff member of competent jurisdiction, finds that Licensee is in violation of any condition, term, obligation, or requirement of this License Agreement or other applicable law, regulation, or rule (“cause”). Cause shall

included, but not be limited to, Licensee's service of alcohol or allowance of the consumption of alcohol within the License Premises at any time during Licensee's business hours or while Licensee or any employee or other agent of Licensee shall be present at 305 Main Street. In the event of the termination of this License Agreement by the City Manager for cause, no part of the Fee shall be refunded to Licensee, notwithstanding anything to the contrary herein.

In the event of such suspension or termination prior to the expiration of the Term of this License Agreement, the permissions granted herein to the Licensee shall cease upon the effective date of such termination; Licensee shall, with or without order or other notice to that effect, and at Licensee's sole expense, remove or cause to be removed all of Licensee's property from the License Premises; and Licensee shall immediately cease any use of such License Premises;

**9. Miscellaneous.**

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

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

C. This License Agreement and the rights and obligations of the parties thereto shall be governed by the laws of the State of Maine;

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

Councilor Clayton moved passage.

Councilor Pritchett said that in 2012 the fee structure of this agreement was changed to be more reflective of market rates for such space. He said previously the fee was based on the per table fee charged for tables on Main Street sidewalks.

Councilor Geiger said that she took exception to the statement that the City does not honor veterans. She said that her own father died while in the service and that she has the utmost respect for veterans and their families. She said it was acceptable to use this park in this manner, and was not disrespectful to veterans. She also said that she would like to begin dedicating the fees paid for use of this park, as well as fees paid by vendors in other parks, for improvements to those parks.

Councilor MacLellan-Ruf reiterated the Council's deepest respect for veterans, and added that none of the veterans she has spoken to object to this use of the park. She said that this park only became a veteran's memorial a few years ago. She said Winslow-Holbrook Square was the intersection of Park and Main Streets, and the stone commemorating that square was moved to the edge of the park when the intersection was redone several years ago. She said that Ms. Archer has been instrumental in the resurgence of this park since she has been using it for tables. Vote: 5 for.

**Resolve #16 Commendation – John A. Root, Jr. (20 Years of Service)**

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** John A. Root, Jr. is hereby commended and congratulated for 20 years of service to the City of Rockland with the Code Enforcement Department.

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

Sponsor: City Council  
Originator: City Council

Councilor Pritchett moved passage and said that not only is Mr. Root the City's Code Enforcement Officer, he is also the City's GIS professional. He said GIS is the backbone of a lot of the City's electronic data, and thanked Mr. Root for everything he does for the City.

Councilor Clayton also thanked Mr. Root for everything that he does for the City. He said that Mr. Root always tried to assist people when they come to the office with an issue, rather than just quoting the rules. He also said that Mr. Root is always responsive to Council members when questions are posed.

Councilor Geiger thanked Mr. Root for his guidance and assistance, and credited Mr. Root with her foray into local government, first as a member of the Comprehensive Planning Commission and now as a member of Council. She said that Mr. Root is always willing to take as much time as is needed to work with the public on whatever issue may arise.

Councilor Pritchett said that Mr. Root has maintained that he wants to be a resource for people that want to do things rather than just enforcement of the regulations.

Vote: 5 for.

Mayor Isganitis then presented a Plaque and a Certification of Commendation to Mr. Root as a token of the City's appreciation for his service.

**Resolve #17 Commendation – Kenneth C. Elwell (20 Years of Service)**

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** Kenneth C. Elwell is hereby commended and congratulated for 20 years of service to the City of Rockland with the Fire Department.

**AND**, be it further Resolved that a Plaque and a Certificate of Commendation be presented to Asst. Chief Elwell as a token of the City's appreciation for his years of service to the Community.

Sponsor: City Council  
Originator: City Council

Councilor Clayton moved passage and said that it was unusual when you have one employee remain in the same job for 20 years, but here they are commending two employees for 20 years of service. He then thanked Asst. Chief Elwell for his service to the City and said it takes a special kind of person to run toward a fire, and they rarely get the accolades that they so richly deserve. He said that Rockland has one of the top Fire Departments in the State, and it is due in no small part to members such as Asst. Chief Elwell.

Councilor Pritchett echoed Councilor Clayton's sentiments, and added that the Fire Department is not individual faces, rather it is a team that response to emergencies. He said that you rarely see a catastrophic fire in the City, and that is due to the excellence of the Fire Department. He thanked all of the members of the Department on behalf of the community.

Acting Fire Chief Adam Miceli said that Asst. Chief Elwell does a lot behind the scenes that keeps the vehicles and the facility running smoothly. He said that the department has been able to save a considerable amount of money over the year because of AC Elwell's expertise in vehicle and facility maintenance. He also said that AC Elwell has been an assistant chief with the department for 10 of his 20 years of service, commending him for the leadership role he has had with the department for a long time. He also recognized the many sacrifices that the families of all firefighters make over the years with missed birthday, holidays and other events.

Vote: 5 for.

Mayor Isganitis then presented a Plaque and a Certification of Commendation to Mr. Root as a token of the City's appreciation for his service.

The order of the agenda was then resumed.

**Licenses and Permits:**

- a. Liquor License – Brass Compass Café
- b. Liquor & Entertainment Licenses – Archer's on the Pier
- c. Liquor License – Rockland Café
- d. Liquor License – Sunfire Mexican Grille
- e. Liquor & Entertainment Licenses – The Pearl Restaurant

A public hearing was opened. Hearing no speakers for or against, the public hearing was closed.

Councilor Pritchett moved to grant all of the above licenses.

Vote: 5 for.

**Resolves:**

#18 Accepting Donations – Library

**WHEREAS**, the Rockland Historical Society donated \$2,250 to the Rockland Public Library to assist in paying the operational costs at the Library, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

**WHEREAS**, Steven Urkowitz of Rockland, Maine, donated \$100 to the Rockland Public Library, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

**WHEREAS**, Jane Bicknell Bryant, donated \$25 to the Rockland Public Library in memory of Doris Huber, 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 Friends of the Rockland Public Library donated \$140.74 to the Rockland Public Library for the purchase of LEGO's for the children's area of the Library, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003);

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

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

Sponsor: City Manager  
Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#19 Appointment – Maine Service Center Coalition

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** City Manager James D. Chaousis II, or his designee, is hereby appointed as the City's representative to the Maine Service Center Coalition for 2015 and is therefore authorized to vote at the MSCC business meetings.

**AND** be it further Resolved that the City Manager shall designate a member of staff to act as the alternate.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Councilor Pritchett moved passage.

Vote: 5 for.

#20 Appointment – MCEDD General Assembly

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** City Manager James D. Chaousis II is hereby appointed as a Rockland Representative to the Mid-Coast Economic Development District General Assembly to replace former interim City Manager Thomas Luttrell.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Councilor Pritchett moved passage.

Vote: 5 for.

#21 Appointment – Sealer of Weights and Measures

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT**, pursuant to M.R.S. Title 10, Sec. 2451, Jackson "Sam" Kinney, 13 Patten Point Road, Spruce Head, Maine, is hereby appointed as Sealer of Weights and Measures for the City of Rockland for an indefinite term.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Regular Meeting, Resolve #21 continue:

April 13, 2015

Councilor Pritchett moved passage.

Vote: 5 for.

#22 Appointment – Rockland Port District Board of Trustees

**BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT**, pursuant to the Private and Special Laws 1951, Ch. 108, Sec. 3, James M. Kalloch, 41 North Main Street, Rockland, Maine, is hereby appointed to the Rockland Port District Board of Trustees to fill a vacancy on that Board, and shall serve until that term expires in 2015.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Councilor Pritchett moved passage.

Vote: 5 for.

**Ordinances in Final Reading and Public Hearing:**

#3 Chapter 7, Section 7-107 Sprinkler System Alarm

(See page 54 for text)

A public hearing was opened. Hearing no speakers for or against, the public hearing was closed.

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The amendment will become effective May 13, 2015.

#4 Chapter 9, Section 9-124 Buoy Park Food Vendors

(See page 54 for text)

A public hearing was opened. Hearing no speakers for or against, the public hearing was closed.

Councilor MacLellan-Ruf moved passage and said that she believed an additional food vendor at Buoy Park would be a great addition to the park.

Mayor Isganitis asked Councilor Pritchett to take the Chair so that he could speak on this issue.

Mayor Isganitis said that he was involved in the capital campaign of the probable end-user of this additional vendor space, and therefore asked the Council for permission to abstain from voting on this issue. Without objection from the Council, Mayor Isganitis was allowed to abstain from voting.

Councilor MacLellan-Ruf said that she too was involved in the same capital campaign, and also asked to be allowed to abstain from voting on this matter. Without objection from the Council, Councilor MacLellan-Ruf was also allowed to abstain from voting.

Vote: 3 for, 0 opposed, 2 abstentions.  
(Isganitis, MacLellan-Ruf)

The amendment will become effective May 13, 2015.

Councilor Pritchett returned the Chair to Mayor Isganitis.

**Ordinances in First Reading:**

#5 Authorizing Quit Claim Deed – Reconveyance of 107 First Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to Michael and Annie Reed for property located at 107 First Street, as shown on Rockland Tax Map #58-A-7-107, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Reeds fail to sign the Reconveyance Agreement and comply with its requirements by July 10, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council  
Originator: City Manager

**RECONVEYANCE AGREEMENT**  
*107 First Street (Tax Map 58-A-7-107)*

The City of Rockland (the “City”) and **Michael Reed** and **Annie Reed** (collectively, the “Grantee”) hereby agree to

the City’s reconveyance of the 2007 Fleetwood mobile home (the “Property”) located at **107 First Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 7-107, pursuant to the City of Rockland Code of Ordinances (“Rockland Code”), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on September 17, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4723, Page 139, to secure the payment of overdue sewer charges incurred for service to the Property, pursuant to 38 M.R.S. § 1208; and

**WHEREAS**, on March 17, 2015, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue sewer charges expired, and title to the Property passed to the City of Rockland pursuant to 38 M.R.S. § 1208; and

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

**WHEREAS**, on May 11, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a bill of sale to the Grantee for the Property,

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

**1. Payment of Delinquent And New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the “Reconveyance Deadline”), cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all water and sewer charges incurred by the City for the Property, in the amount of **\$1,667.56 as of March 17, 2015**, with interest accruing thereon at the rate of *7% per annum*, and together with any and all additional charges incurred or billed on or after that date;

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

FY 2015:	\$315.50	(plus interest accruing at the rate of <i>7% per annum</i> )
Subtotal:	<b>\$315.50;</b>	

**3. Payment In Lieu of Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the Reconveyance Deadline, make a payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2016, had the City not become the owner of the Property as a result of the statutory foreclosure on the City’s lien:

FY 2016 (estimated):	\$631.01
Subtotal:	<b>\$631.01</b>

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000.

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

**5. Lot Rental.** The Grantee shall, no later than the Reconveyance Deadline, reimburse the City for lot rental paid, if any, by the City, on the Grantee’s behalf, for the purpose of continuing the placement and use of the Property at its current location;

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

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

**8. Representations; Indemnification.** The undersigned represent that they are the former owners of the Premises; that, prior to the aforementioned statutory lien foreclosure, they or none of them encumbered, conveyed, released, alienated, or otherwise granted their interest in the Premises to any other party; and that they are authorized and have the capacity to perform the undertakings set forth in this Reconveyance Agreement. The Grantees, jointly and severally, shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments,

costs, and expenses (including reasonable attorney’s fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantees, their guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City’s ownership of the Property.

**9. Remedies.**

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

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

Councilor Clayton moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#6 Authorizing Quit Claim Deed – Reconveyance of 24 Jefferson Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to David M. and Cheryl A. Daniello for property located at 24 Jefferson Street, as shown on Rockland Tax Map #26-D-6, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Daniellos fail to sign the Reconveyance Agreement and comply with its requirements by July 10, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council

Originator: City Manager

**RECONVEYANCE AGREEMENT**

*24 Jefferson Street (Tax Map 26-D-6)*

The City of Rockland (the “City”) and **David M. Daniello** and **Cheryl A. Daniello** (collectively, the “Grantee”) hereby agree to the City’s reconveyance of real property located at **24 Jefferson Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 26, Block D, Lot 6 (the “Property”), pursuant to the City of Rockland Code of Ordinances (“Rockland Code”), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on September 17, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4723, Page 81, to secure the payment of overdue sewer charges incurred for service to the Property, pursuant to 38 M.R.S. § 1208; and

**WHEREAS**, on March 17, 2015, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue tax expired, and title to the Property passed to the City of Rockland pursuant to 38 M.R.S. § 1208; and

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

**WHEREAS**, on May 11, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a quitclaim deed to the Grantee for the Property,

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

**1. Payment of Delinquent And New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the “Reconveyance Deadline”), cause to be paid all

delinquent water and sewer charges for the Property, and associated lien and service costs, and all water and sewer charges incurred by the City for the Property, in the amount of **\$998.53 as of March 17, 2015**, with interest accruing thereon at the rate of 7% *per annum*, and together with any and all additional charges incurred or billed on or after that date;

**2. Payment In Lieu of Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the Reconveyance Deadline, make a payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2016, had the City not become the owner of the Property as a result of the statutory foreclosure on the City’s lien:

FY 2016 (estimated):	\$2,327.83
Subtotal:	<b>\$2,372.83</b>

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000.

**3. Insurance.** The Grantee shall pay or cause to be paid to the City the actual cost to insure the Property during the period of its ownership, in the amount of \$ \_\_\_\_\_, on or before the Reconveyance Deadline;

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

[Uninspected as of 04/03/15]

\_\_\_\_\_  
\_\_\_\_\_

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

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

**6. Reconveyance.** The City shall release to the Grantee all the City’s right, title, and interest in the Property by quitclaim deed, without warranty or covenant, upon the payment and/or performance of the charges, fees, interest, other payments, and repairs required by this Agreement within the applicable deadline(s);

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

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

**9. Remedies.**

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

B. Grantee’s Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the

Property for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Property, the City shall either reconvey the Property to the Grantee, or pay to the Grantee any sums realized from the sale of the Property, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with respect to the Property. Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Property to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Property during the period of the City’s ownership.

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#7 Authorizing Quit Claim Deed – Reconveyance of 19 Franklin Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to Eugenie L. and Alan R. Heath for property located at 19 Franklin Street, as shown on Rockland Tax Map #19-E-9, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Heaths fail to sign the Reconveyance Agreement and comply with its requirements by July 10, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council  
Originator: City Manager

**RECONVEYANCE AGREEMENT**  
*19 Franklin Street (Tax Map 19-E-9)*

The City of Rockland (the “City”) and **Eugenie L. Heath** and **Alan R. Heath** (collectively, the “Grantee”) hereby agree to the City’s reconveyance of real property located at **19 Franklin Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 19, Block E, Lot 9 (the “Property”), pursuant to the City of Rockland Code of Ordinances (“Rockland Code”), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on September 11, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4720, Page 154, to secure the payment of unpaid real property tax assessed on the Property for Fiscal Year 2013, pursuant to 36 M.R.S. § 942; and

**WHEREAS**, on March 11, 2015, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue tax expired, and title to the Property passed to the City of Rockland pursuant to 36 M.R.S. § 943; and

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

**WHEREAS**, on May 11, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a quitclaim deed to the Grantee for the Property,

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

**1. Payment of Delinquent Real Estate Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the “Reconveyance Deadline”) pay to the City of Rockland all delinquent real estate taxes on the Property, together with any and all lien charges and interest as follows:

FY 2013:	\$2,509.36	(including interest as of March 11, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i> )
FY 2014:	\$2,379.19	(including interest as of March 11, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i> )
FY 2015:	\$2,448.63	(including interest as of March 11, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i> )
Subtotal:	<b>\$7,337.18</b>	(as of March 11, 2015, plus interest as aforesaid);

**2. Payment In Lieu of Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the Reconveyance Deadline, make a payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2016, had the City not become the owner of the Property as a result of the statutory

foreclosure on the City’s lien:

FY 2016 (estimated):	\$2,409.12
Subtotal:	<b>\$2,409.12</b>

In the event of an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000.

**3. Payment of New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than the Reconveyance Deadline, cause to be paid all water and sewer charges incurred by the City for the Property, together with any and all additional charges incurred or billed prior Reconveyance;

**4. Insurance.** The Grantee shall pay or cause to be paid to the City the actual cost to insure the Property during the period of its ownership, in the amount of \$\_\_\_\_\_, on or before the Reconveyance Deadline;

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

[Uninspected as of 04/03/15]

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

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

**7. Reconveyance.** The City shall release to the Grantee all the City’s right, title, and interest in the Property by quitclaim deed, without warranty or covenant, upon the payment and/or performance of the charges, fees, interest, other payments, and repairs required by this Agreement within the applicable deadline(s);

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

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

**10. Remedies.**

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

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

Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Property to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Property during the period of the City's ownership.

Councilor Pritchett moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#8 Authorizing Quit Claim Deed – 26 Rockland Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to Robin R. Hall for property located at 26 Rockland Street, as shown on Rockland Tax Map #24-C-2, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Ms. Hall fails to sign the Reconveyance Agreement and comply with its requirements by July 10, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council  
Originator: City Manager

**RECONVEYANCE AGREEMENT**  
26 Rockland Street (Tax Map 24-C-2)

The City of Rockland (the "City") and **Robin R. Hall** (the "Grantee") hereby agree to the City's reconveyance of real property located at **26 Rockland Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 24, Block C, Lot 2 (the "Property"), pursuant to the City of Rockland Code of Ordinances ("Rockland Code"), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on February 15, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4630, Page 158, to secure the payment of overdue sewer charges incurred for service to the Property, pursuant to 38 M.R.S. § 1208; and

**WHEREAS**, on August 15, 2014, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue sewer charges expired, and title to the Property passed to the City of Rockland pursuant to 38 M.R.S. § 1208; and

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

**WHEREAS**, on May 11, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a quitclaim deed to the Grantee for the Property,

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

**1. Payment of Delinquent And New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the "Reconveyance Deadline"), cause to be paid all delinquent sewer charges for the Property, and associated lien and service costs, and all water and sewer charges incurred by the City for the Property, in the amount of **\$1,207.78 as of April 3, 2015**, with interest accruing thereon at the rate of *7% per annum*, and together with any and all additional charges incurred or billed on or after that date;

Subtotal:           **\$1,207.78**

**2. Payment of Delinquent Real Estate Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the "Reconveyance Deadline") pay to the City of Rockland all delinquent real estate taxes on the Property, together with any and all lien charges and interest as follows:

FY 2013:	\$2,422.36	(including interest as of April 6, 2015, with interest accruing thereafter at a rate of <i>7% per annum</i> )
FY 2014:	\$2,298.34	(including interest as of April 6, 2015, with interest accruing thereafter at a rate of <i>7% per annum</i> )
FY 2015:	\$2,160.01	(including interest as of April 6, 2015, with interest



**11. Remedies.**

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

B. Grantee’s Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the Property for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Property, the City shall either reconvey the Property to the Grantee, or pay to the Grantee any sums realized from the sale of the Property, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with respect to the Property. Grantee shall have no such remedy, and no rights in the Property arising from this Agreement, if Grantee fails both to sign this Agreement and perform all of Grantee’s obligations hereunder. Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Property to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Property during the period of the City’s ownership.

Councilor Pritchett moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#9 Authorizing Quit Claim Deed – Sale of 63 Warren Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized to issue a municipal quit claim deed to Ryan Lawrence of Rockland, Maine, for a City-owned parcel of land and the building(s) thereon located at 63 Warren Street, Rockland, Maine (Tax Map #25-A-15) for \$10,000; said sale being subject to the execution and substantial compliance with terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council  
Originator: City Manager

Councilor Pritchett moved passage.

Councilor Geiger said that she was puzzled why the City would be selling this property for \$10,000 when the property is valued at \$124,000. She said that she understood the property was not in the best of condition, but felt that the City should get more than just \$10,000 for it. She asked what the options were for this process.

The City Manager said that the City conducted the competitive bid process as is required by code, but no bids were received. This offer came in after the bid deadline, and staff decided to place it before the Council for consideration. He added that his recommendation would be to get this property back on the tax rolls.

The City Attorney added that the City has listed lien-acquired property with a real estate agent in the past.

Councilor Pritchett said that there are three things that the Council can do; re-bid the property, list it with a real estate agent, or accept this offer.

Councilor MacLellan-Ruf said that she would like to see the City list the property with a real estate agent for six months, and if it has not sold in that time period, re-bid the property.

Councilor Clayton said that the City may be able to get more than the \$10,000 offered, but cautioned that listing the property with a real estate agent comes with costs as well in realtor fees.

The City Manager said that the City is not, and should not be, in the business of selling property. He said the goal should be to recoup what is owned in taxes and/or sewer fees along with any costs incurred by the City during its ownership of the property, and to get the property back on the tax rolls as soon as possible.

Councilor Geiger said that she agreed with Councilor MacLellan-Ruf’s suggestion, and added that offering the property for half the value is worth a shot. She also said that the City does not have money to do things such as flower baskets or picnic tables. Proceeds from the sale of lien-acquired property can provide some funding for these kinds of expenses.

Councilor Pritchett said that the City Land Sale Reserve Account has been used to make larger projects come to fruition as well, such as the extensive renovations to the Recreation Center.

Vote: 2 for, 3 opposed.

(Geiger, Pritchett, MacLellan-Ruf)  
Motion Defeated

#10 Amending Lease to Own Contract – Capital Equipment

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT**, Ordinance Amendment #18-14, Authorizing a Lease to Own Contract for Capital Equipment, finally adopted by the City Council July 14, 2014, and which became effective August 13, 2014, is hereby amended as follows:

**THAT**, pursuant to Charter Section 702(c), and Chapter 2, Section 2-105 of the City Code, the City Manager is hereby authorized to solicit competitive bids and to enter into a Lease-to-Own contract, having a term of no more than five years, in a total principal amount not to exceed ~~\$404,500~~ \$431,500, for the acquisition of the following, approved capital equipment:

- Thermal Camera (Fire)
- 2 Police Cruisers
- 4 Video Units for Police Cruisers
- Plow for Loader (Public Works)
- Line Paint Machine (Public Works)
- 14-yard Dump Truck with Plow and Sander (Public Works)
- Compactor (Public Works)
- 3 Defibrillators (EMS)
- Utility Truck (Water Pollution Control)

**AND, THAT** the City Manager is authorized to execute on behalf of the City of Rockland such documentation as may reasonably be necessary to secure such funding, including a lease agreement for and a grant of a security interest in the property and equipment thus financed.

Sponsor: Councilor Clayton  
Originator: City Manager

Councilor Clayton moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#11 Authorizing Lease – “Sea Scout” Building

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is authorized to enter into a lease agreement with The Steam, Sail and Power Museum and with Breakwater Kayak Company, LLC, for the lease of a City-owned building located at Snow Marine Park and known as the “Sea Scout” Building in substantial conformance with the attached form of lease.

Sponsor: Councilor Pritchett  
Originator: City Manager

**COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement (“Lease”) is made and effective **June 1, 2015**, by and between the City of **Rockland, Maine** (the “City”) and **The Sail, Power, And Steam Museum**, a non-profit corporation with its principal place of business at 73 Mechanic Street in Rockland, Maine (the “Museum”) and **Breakwater Kayak Company, LLC**, a limited liability company with a place of business at 5 Park Drive in Rockland, Maine (“Breakwater Kayak”) (the Museum and Breakwater Kayak being collectively referred to as the “Tenant”).

WITNESSETH:

**WHEREAS**, the City owns an approximately 880 square foot unoccupied wood-framed structure, formerly occupied by the Sea Scouts, together with accessible entrance ramp, deck, stairs, and patio, at Snow Marine Park, 51

Mechanic Street, Rockland, Maine (the “Sea Scout Building”); and

**WHEREAS**, the Museum owns and operates the Sail, Power & Steam Museum at 73 Mechanic Street, in Rockland, and seeks to rent additional, nearby premises to house Museum-related activities; and

**WHEREAS**, Breakwater Kayak operates a sea kayak tour business on Rockland Harbor, and seeks waterfront premises as a base of operations; and

**WHEREAS**, the Museum and Breakwater Kayak have collaborated and propose to rent and share the Sea Scout Building for the 2014 summer season,

**NOW, THEREFORE**, in consideration of the promises and undertakings set forth herein, the parties hereto do agree as follows:

**1. Lease.** The City agrees to lease to Tenant and Tenant agrees to lease from and pay the City rent for Tenant’s use of certain real property as hereinafter described, pursuant to the terms and conditions of this Agreement;

**2. Lease Premises.** A building owned by the City, having a footprint of approximately 880 sq. ft., located at the City’s Snow Marine Park, 69 Mechanic Street, Rockland, Maine, and referred to as the Sea Scout Building, together with the non-exclusive use of an area extending beyond said building, as follows (the “Premises”):

- To the North: 8 feet;
- To the East: to the Sharp’s Point South, LLC property line;
- To the South: 45 feet, including patio;
- To the West: 8 feet;

**3. Rent.** Tenant shall pay the City Rent during the Initial Term as follows:

A. Base Rent. Tenant shall pay to the City rent in the total amount of \$3,280.00, structured as follows:

June, July, August, and September:	\$420.00 / month;
October 2015 through May 2016:	\$200.00 / month.

B. Additional Rent.

As Additional Rent, Tenant shall cause the repair of broken or damaged windows in the Premises within 30 days of the effective date of this Lease.

C. Renewal Term: To be determined pursuant to ¶ 7(B) of this Lease.

Each installment of Rent shall be due no later than the first day of each calendar month at City Hall, 270 Pleasant Street, Rockland, ME 04841 or at such other place designated by written notice from the City or Tenant. The rent due for any partial calendar months included in the Initial or a Renewal Term shall be prorated on a daily basis;

**4. Deposit.** The City shall retain the deposit paid by Tenant at the commencement of its 2014 License at the Premises, in the amount of \$400.00. The City shall return the deposit to Tenant no later than thirty (30) days following the termination of this Lease unless Tenant, its subcontractors, agents, or customers shall have caused damage to the Premises or Snow Marine Park in excess of reasonable wear and tear, in which instance the City may apply the Deposit to the cost of repairs of such damage;

**5. Utilities.** Licensees shall be solely responsible for any all utility charges incurred during or in connection with their use of the Premises, including without limitation water and sewer charges, and electricity. Licensees shall obtain the City Manager’s prior written approval prior to installing any additional utilities at the Premises;

**6. Use.** The Museum may use the Premises for storage and classes. Breakwater Kayak may use the Premises for kayak and stand up paddle board tours, rentals, and storage. Tenant shall not use the Premises for the sale of alcohol or alcoholic beverages, or for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device;

**7. Term.**

A. Initial Term. The Initial Term shall be one (1) year, commencing on June 1, 2015, and terminating at midnight on May 31, 2016. Delivery of Possession shall be deemed to have occurred on June 1, 2015;

B. Renewal. Upon the conclusion of the Initial Term, the City Manager may renew the Lease for an additional one year term if Tenant has given written notice thereof to the City not less than ninety (90) days prior to the expiration of the Initial Term. The rent for such renewal term shall be determined by the mutual agreement of the City and Tenant not less than thirty (30) days prior to the expiration of the Initial Term, but shall not be less than the annual rent owed in the Initial Term. A Renewal Term shall be subject to the other terms and conditions set forth in this Lease. The Parties' failure to reach mutual agreement on the rent for the Renewal Term shall mean that the Lease shall expire at the expiration of the Initial Term;

C. Term Certificate. If a party requests that the other party execute a Term Certificate, the other party shall do so promptly after the request is made;

D. Holding Over. If Tenant shall continue its occupancy of the Premises after the Expiration Date, the occupancy shall not be deemed to extend or renew the Term, and the tenancy shall constitute a tenancy from month to month on all of the terms of this Lease;

**8. Conditions.** . Such license and use of the Premises shall be subject to and limited by the following conditions:

- A. Licensees may not sublet or otherwise permit the use or occupancy of the Premises, or any portion thereof, by any third party;
- B. Licensees may not play, show, or operate any audio or visual device, and may not store any items, outside the Sea Scout Building on City property;
- C. Licensees may not serve and shall prohibit the consumption of alcoholic beverages in or around the Premises;
- D. Licensees may not place or maintain any container (other than closed containers for solid waste storage), shed, outbuilding, storage rack (except one kayak storage rack), or tables and chairs (except within the patio) on the exterior of the Premises;
- E. Licensees shall be responsible for the repair of any damage that occurs within the Premises during the term of this Lease;
- F. Licensees shall secure and maintain liability insurance covering occurrences within the Premises in amounts not less than \$1,000,000/occurrence and \$2,000,000/ aggregate, and shall cause the City to be named therein as an additional insured. Licensee shall cause an original certificate of such insurance to be submitted to the City prior to Licensee's use of the Premises. Licensee shall keep current such liability insurance coverage throughout the term of this Lease. The City shall secure and maintain property insurance for the Premises;
- G. Licensees shall not make or permit any construction, reconstruction, demolition, or other activity affecting or altering the condition of the Premises without the prior written consent of the City. Any improvements to or in the Premises by, on behalf of, or with the permission of a Licensee shall become the property of the City, without cost and free and clear of any lien or other encumbrance or claim;
- H. Licensees shall not cause or permit any Hazardous Material to be brought upon, kept at or in, or used in or about the Premises by either Licensee or their agents, employees, contractors, or invitees. Licensees shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the City, or any other governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Premises, or elsewhere, or the condition, use, or enjoyment of the Premises or any other real or personal property. Hazardous materials are those identified as hazardous pursuant to 38 M.R.S. § 1303(C)(15) and 06-096 C.M.R. ch. 850, § 3(A)(3); and
- I. Nothing herein is intended nor shall be deemed to grant to a Licensee or any other party any property or other right, title, or interest in the real and personal property subsumed within the Premises. Nor does the grant of the permissions set forth in the Lease establish any precedent for or subsequent right to the renewal of such license and/or permissions in the future;

**9. Signage.** Subject to the City's pre-approval as to size, materials, content, and other matters regulated under the

Rockland Code of Ordinances, Licensees shall have the right to place up to two signs at the Premises: one sign on up to two sides of the Sea Scout Building. Breakwater Kayak may place one portable sign in the Mechanic or Snow Street rights of way.

The City shall have the right to review and pre-approve each sign with respect to its size, placement, materials, and content, and applicable ordinances, including without limitation the Sign Ordinance – Rockland Code, Ch. 19, Art. III, Sec. 19-315. The City may refuse consent to any proposed signage that is in the City Manager's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate for the Premises. Licensees shall repair all damage to the Premises resulting from the removal of signs installed by a Licensee;

**10. Costs; Maintenance.** Licensees shall maintain the Premises, and Licensees' property therein, in a safe and presentable condition throughout the Term of this Lease, to the satisfaction of the Code Enforcement Officer, and shall bear the full expense thereof. Breakwater Kayak may place a wood fence around the patio, subject to the Harbor Master and Code Enforcement Officer's review and approval; however, such fence shall remain on the Premises upon the expiration or termination of this License;

**11. Indemnification; Hold Harmless.** Tenant hereby indemnifies, and shall protect and hold the City harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with (a) any injury to, or the death of, any person, or loss or damage to property, occurring on or about the Premises during the term hereof, or (b) arising from or connected with the use of the Premises by Tenant, or (c) any action or inaction by Tenant or Tenant's agents, employees, guests, or invitees (other than injuries or damages caused directly and proximately by the negligence of the City), or (d) performance of any labor or services, or the furnishing of materials, at or to the Premises by or at the request of Tenant. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/or other applicable law or doctrine.

Tenant shall, within 30 days after notice from the City, obtain a discharge of any mechanic's lien for materials or labor claimed to have been furnished to the Premises for or on behalf of the Tenant;

**12. Default.** Tenant shall be in Default if one of the Tenants breaches any term or condition of this Lease, or fails to make a payment when or in the amount due. Each such breach or failure to make payment shall constitute a separate Event of Default. If such default is (A) the non-payment of rent when or in the amount due, and if said default continues for fifteen (15) days after written notice thereof by the City, or is (B) a breach of any of the other covenants or conditions to be kept, observed, and performed by Tenant and such default continues for thirty (30) days after written notice thereof by the City, the City may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, the City may re-enter and take possession of the Premises to the exclusion of the Tenant. The City shall have, in addition to the remedy above provided, any other right or remedy available to the City on account of any Tenant default, either in law or equity. The City shall use reasonable efforts to mitigate its damages. Without limiting or waiving the foregoing rights, upon Tenant's failure to perform any obligation under this Lease including, without limitation, the payment of utilities, insurance, maintenance, or repairs, the City shall have the right, but not the obligation, to perform and/or pay for such obligation(s), and any costs incurred by the City in connection therewith shall be paid by Tenant to the City upon written notice and demand therefor;

**13. Termination.** The City may terminate this Lease prior to the expiration of the Term, without notice, if, in the sole discretion of the City Manager, the City determines that Tenant is in Default, as hereinafter defined, or shall have violated any applicable law, regulation, or rule ("Cause"). Cause shall include, but not be limited to, Tenant's service of alcohol or allowance of the consumption of alcohol within the Premises. In the event of the termination of this Lease by the City Manager for Cause, no part of the Rent shall be refunded to Licensees, notwithstanding anything to the contrary herein. In the event of such termination prior to the expiration of the Term of this Lease, the permissions granted herein to the Tenant shall cease upon the effective date of such termination; Tenant shall, with or without order or other notice to that effect, and at Tenant's sole expense, remove or cause to be removed all of Tenant's property from the Premises, and Tenant shall immediately cease any use of such Premises;

#### **14. Maintenance, Alterations, And Improvements.**

- A. During the Initial Term, Renewal Term(s), and holdover, if any, Tenant shall make, at Tenant's expense, all other repairs, replacements, alterations, or improvements needed for the Tenant's use of the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises, except for major mechanical systems not installed by Tenant, and the roof, subject to the obligations of the parties otherwise set forth in this Lease.

- B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises, so long as said installations do not alter the character or limit the utility of the Premises.
- C. Tenant shall not make any alteration to the Premises which impairs the safety of the Premises, changes the character or limits the utility of the Premises, lessens the value of the Premises, or violates any legal or regulatory requirement.
- D. After the initial Fit Out of the Premises, Tenant shall not make any alteration to the Premises unless it gives the City at least thirty (30) days prior notice. The notice shall be accompanied by detailed specifications and working drawings describing and illustrating the proposed alteration.
- E. Within thirty (30) days after the substantial completion of any alteration, Tenant shall prepare a set of as-built plans and specifications describing and illustrating the effect of the alteration on the Premises in reasonable detail. The as-built plans and specifications shall be delivered to the City within sixty (60) days after substantial completion of the alteration.
- F. All personal property, equipment, machinery, trade fixtures and temporary installations installed by Tenant in the Premises shall remain Tenant's property free and clear of any claim by the City. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Other alterations and improvements to the Premises shall be considered to be part of the Premises.
- G. Tenant shall not permit any mechanic's or materialman's lien to be filed against the Premises or Snow Marine Park for any work performed, materials furnished, or obligation incurred, by or at the request of Tenant;

**15. Personal Property Taxes.** Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property with a tax situs at the Premises;

**16. Storage.** Tenant shall not store any goods or belongings of any kind outside the Sea Scout Building without the prior written approval of the City, which approval shall not unreasonably be withheld;

**17. Quiet Possession.** The City covenants and warrants that upon performance by Tenant of its obligations hereunder, the City will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Lease;

**18. Right of Entry.** The City shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided the City shall not thereby unreasonably interfere with Tenant's business on the Premises. The City reserves the right to effect any necessary repairs to the Premises that Tenant, after reasonable notice, shall have failed to repair within a reasonable time;

**19. Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the City and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority;

**20. Sublease and Assignment.** Tenant shall not have the right without the City's written consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without the City's consent, such consent not to be unreasonably withheld or delayed;

**21. Representations and Warranties.**

A. The City's Representations and Warranties:

- (1) Title. The City has good title to the Premises in fee simple absolute. In the event that this representation is discovered to be false, Tenant shall have the option to immediately terminate this Lease. In the event of such termination, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination); and
- (2) Authority to Lease. The City represents and warrants that it is authorized to enter into this Lease and deliver

the Premises to Tenant.

B. Tenant's Representations and Warranties:

- (1) Corporate Existence. Tenant represents that it is in good standing with the Maine Secretary of State, and is authorized to do business in Maine;
- (2) Authority to Lease. Tenant represents and warrants that it is authorized to enter into this Lease, accept the Premises from the City, perform the obligations imposed by this Lease, and pay the Rent; and
- (3) Financial Capacity. Tenant represents and warrants that it has sufficient financial capacity and credit worthiness to complete its undertakings in this Lease;

**22. Surrender.** On the Expiration Date, Lessee shall surrender the Premises in as good clean order, condition, and repair as at commencement of the Term, except for ordinary wear and tear, damage by fire or catastrophe and repairs to be made by the City;

**23. Administration.** Where approval of the City is required by this Lease, the City of Rockland City Manager is authorized to act on the City's behalf and provide such approval, including, without limitation, the determination of the rent for a Renewal Term, and approval of Tenant's Fit Out and other renovations requiring the City approval;

**24. Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to the City to:

City Manager  
270 Pleasant Street  
Rockland, ME 04841  
(207) 594-0300

If to Tenant to:

Capt. James Sharp  
Sail, Power & Steam Museum  
73 Mechanic Street  
Rockland, ME 04841

and

Mark DiGirolamo  
Breakwater Kayak Co., LLC  
P.O. Box 983  
Rockport, ME 04856  
(207) 596-6895  
[info@breakwaterkayak.com](mailto:info@breakwaterkayak.com)

The City and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party;

**25. Waiver.** No waiver of any default of the City or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the City or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition;

**26. Memorandum of Lease.** The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, the City and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the existence of this Lease;

**27. Miscellaneous.**

A. Successors. The limitations, obligations, and rights granted to or imposed upon Licensee in this Lease shall alike extend to and be binding upon the Licensees, jointly and severally, and their successors and assigns;

B. Governing Law. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Maine;

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

D. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease;

E. Consent. The City shall not unreasonably withhold or delay its consent with respect to any matter for which the City's consent is required or desirable under this Lease; and

F. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Premises. The City shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises.

Councilor Pritchett moved passage and asked if the renewal of this lease had been discussed with the Harbor Management Commission.

The City Manager said that it has not, but would be forwarded to the HMC for review and recommendations prior to final reading.

Councilor Clayton agreed with Councilor Pritchett, and said that he was in favor of this lease but wanted to have input from the Commission before making a final decision.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#12 Chapters 9 & 19 – Special Event Off-Premises Signs

**THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 9, Harbor And Waterfront, ARTICLE II, Harbor And Waterfront Facilities & Management, SECTION 2-215, Special Events: Harbor Park Buoy Park, Snow Marine Park, AND CHAPTER 19, Zoning And Planning, ARTICLE III, Zoning Ordinance, SECTION 19-315, Signs, BE AMENDED AS FOLLOWS:**

**Chapter 9 Harbor And Waterfront**

**Article II Harbor And Waterfront Facilities and Management**

**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. The Harbor Management Commission shall be the review authority for special events in and requiring the exclusive use of one or more waterfront parks; the Harbormaster in consultation with the City Manager shall be the review authority for special events in waterfront parks that do not require the exclusive use of park(s). Applications shall be reviewed and granted, granted with conditions, or denied on the basis of reviews and recommendations by the Police Chief, Fire Chief, and Harbormaster, and conformity of the proposed special events with any criteria and limitations imposed thereon by any order or policy of the City Council.

The review authority may authorize the placement of up to four off-premises signs within a Rockland right-of-way, or on private property adjacent to street rights-of-way so long as the applicant has been granted permission from the property owner, that:

A. Do not exceed 32 sq. ft. in area each;

B. Are placed no sooner than 14 days prior to the start of the special event, and are removed within 24 hours of the end of the special event;

C. The sign locations meet all the requirements in the Rockland Sign Ordinance, Ch. 19, Art. III, Sec. 19-315(3)(E) – Placement, except for subsection 19-315(3)(E)(4); and

~~D. Sign installations must be safe, not create a hazard to the public, and be maintained in good repair.~~

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.

\* \* \*

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.

**Chapter 19 Zoning And Planning**

**Article III Zoning Ordinance**

**Sec. 19-315 Signs**

~~This section of the Rockland Zoning Ordinance is intended to provide for the reasonable, orderly, and safe placement and replacement of signs and to preserve the character and scenic beauty of the City of Rockland. Signs conforming to this Section shall not be required to conform to the provisions of BOCA, Article 19, Signs.~~

\* \* \*

**B. Prohibited Signs**

(1) No off-premise signs, except directional signs as provided for in Section 19-314 and Section 19-315(3)(c)(9) and (10), shall be constructed, posted or erected in any zones except for the following: Off-premise advertising shall be allowed: (a) upon fences surrounding community sports playing fields, on the side facing the playing field and each said advertisement shall not exceed eight (8) feet in width nor the existing level of the playing field fence in height; and (b) single off-premise free-standing signs for the combined promotion of all service clubs and civic organizations and signs erected for the Chamber of Commerce for general promotion of the City shall be allowed. Free-standing signs that are permitted in the public right-of-way by Section 19-315(3)(E)(4) shall not be considered off-premises signs for the purposes of this section.

\* \* \*

**C. Exempt Signs.**

An exempt sign shall not require a permit. An exempt sign shall comply with the placement, illumination, safety, and removal sections of this ordinance. An exempt sign shall comply with all applicable State and Federal laws. The following are exempt signs:

\* \* \*

(21) No more than four off-premises signs for each authorized special event on City property that conform with the requirements for off-premises signs for special events in waterfront parks set forth in Ch. 9, Art. II, Sec. 9-215(1) and that are consistent with any order or policy adopted therefor by the City Council.

Sponsor: Councilor MacLellan-Ruf  
Originator: City Manager

Councilor Clayton moved passage and said that he supported this proposal. He also commended Code Enforcement Officer John Root for his work on clarifying this issue.

Councilor MacLellan-Ruf said that this amendment would allow the placement of up to four off-premises signs for special events held on City property which are not currently allowed. Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

#13 Authorizing Municipal Quit Claim Deed – Reconveyance of 127 First Street

**THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:**

**THAT** the City Manager is hereby authorized, on behalf of the City, to issue a municipal quitclaim deed to Timothy and Brenda Perkins for property located at 127 First Street, as shown on Rockland Tax Map #58-A-7-127, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Perkins fail to sign the Reconveyance Agreement and comply with its requirements by July 10, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council  
Originator: City Manager

**RECONVEYANCE AGREEMENT**  
*127 First Street (Tax Map 58-A-7-127)*

The City of Rockland (the “City”) and **Timothy Perkins** and **Brenda Perkins** (collectively, the “Grantee”) hereby agree to the City’s reconveyance of the 1995 Astro mobile home (the “Property”) located at **127 First Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 7-127, pursuant to the City of Rockland Code of Ordinances (“Rockland Code”), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on September 17, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4723, Page 134, to secure the payment of overdue sewer charges incurred for service to the Property, pursuant to 38 M.R.S. § 1208; and

**WHEREAS**, on March 17, 2015, any equitable right the Grantee may have had to redeem title to the Property by paying the overdue sewer charges expired, and title to the Property passed to the City of Rockland pursuant to 38 M.R.S. § 1208; and

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

**WHEREAS**, on May 11, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a bill of sale to the Grantee for the Property,

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

**1. Payment of Delinquent And New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the “Reconveyance Deadline”), cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all sewer charges incurred by the City for the Property, in the amount of **\$859.06 as of March 17, 2015**, with interest accruing thereon at the rate of *7% per annum*, and together with any and all additional charges incurred or billed on or after that date;

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

FY 2014:	\$431.04	(including interest as of March 17, 2015, with interest accruing thereafter at a rate of <i>7% per annum</i> )
FY 2015:	\$361.04	(including interest as of March 17, 2015, with interest

accruing thereafter at a rate of 7% *per annum*)

Subtotal: **\$792.08;**

**3. Payment In Lieu of Taxes.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the Reconveyance Deadline, make a payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2016, had the City not become the owner of the Property as a result of the statutory foreclosure on the City’s lien:

FY 2016 (estimated): \$354.82

Subtotal: **\$354.82**

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000 (Balance = **\$354.82** – (mil rate x (assessed value/1,000))).

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

**5. Lot Rental.** The Grantee shall, no later than the Reconveyance Deadline, reimburse the City for lot rental paid, if any, by the City, on the Grantee’s behalf, for the purpose of continuing the placement and use of the Property at its current location;

**6. Repairs.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and report of inspection of the Property on **November 19, 2014**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

- A. Install one hard-wired, photo-electric battery back-up smoke and carbon monoxide detector outside the minor’s bedroom, near the entrance door;
- B. Install one battery-operated smoke detector in each bedroom; and
- C. Level and re-position the back porch steps and install a porch guardrail where absent.

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

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

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

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

**10. Remedies.**

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

B. Grantee’s Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the Property for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Property, the City shall either reconvey the Property to the Grantee, or pay to the Grantee any sums realized from the sale of the Property, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with respect to the Property. Grantee shall have no such remedy, and no rights in the Property arising from this Agreement, if Grantee fails both to sign this Agreement and perform all of Grantee’s obligations hereunder. Notwithstanding anything to the contrary in this Agreement or in the ordinance amendment authorizing the reconveyance, the City shall not be obligated to reconvey the Property to the Grantee in the event she and/or her guest(s) engage in any criminal activity at the Property during the period of the City’s ownership.

Councilor Pritchett moved passage.

Vote: 5 for.

A public hearing was set for May 11, 2015 at 7:00 p.m.

**Orders:**

#20 Accepting Forfeited Assets – P. Solari

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT**, pursuant to 15 M.R.S. §§ 5824(3) and 5826(6), the City of Rockland hereby grants approval of the transfer of the Defendant *in Rem* listed below, or any portion thereof, on the ground that the Rockland Police Department did make a substantial contribution to the investigation of the case:

- \$3,900.00 U. S. Currency;
- One Taurus PT 92 9mm handgun (Serial #TGW85944);
- One Taurus PT 247 .45 cal. Handgun (Serial #NET72772)

State of Maine v. Peter Barrett Solari, Superior Court Docket # CR-15-151.

Sponsor: City Manager

Originator: Police Department

Councilor MacLellan-Ruf moved passage.

Councilor Clayton asked what happens with the guns.

The City Manager said that the City used to have an arrangement with a federally licensed gun dealer to turn such weapons over to the dealer in return for credit on future purchases of weapons from that dealer. That arrangement is no longer in place, therefore any weapons that are not retained by the City for use by the Police Department are destroyed.

Vote: 5 for.

#21 Granting License Agreement – Awning

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT**, pursuant to the Code of Ordinances, Ch. 15, Art. I, Sec. 15-137(B), 421 Maine, LLC is hereby granted a license for the installation at and operation of an awning projecting over the sidewalk from the building at 421 Main Street (Tax Map 4-B-16); and

**THAT**, the City Manager is hereby authorized to enter into a License Agreement with 421 Maine, LLC, reciting the terms and conditions of such license in substantial conformance with the attached form of agreement.

Sponsor: City Manager  
Originator: Code Enforcement Officer

### **LICENSE AGREEMENT**

**THIS AGREEMENT** by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and 421 MAINE LLC, with its principal place of business in Rockland, Maine (the "Licensee"), is effective April \_\_\_, 2015, in consideration of the mutual covenants of the parties hereto as follows:

**1. Grant of License.** Pursuant to City of Rockland Code of Ordinances, Ch. 15, Art. I, Sec. 15-137(B), the City Council has granted to Licensee a non-exclusive license to install an awning (the "Awning") at 421 Main Street, identified as Tax Map Lot 4-B-16 (the "Premises"), that projects over and is operated in the public right of way, namely, the Main Street sidewalk adjacent to the Premises. The Awning is proposed approximately not to exceed 48 inches in width and 30 inches in height when dropped or extended, and to project no lower than 8 feet above the sidewalk. The Awning shall be installed in conformance with Rockland Code, Ch. 15, Art. I, Sec. 15-106, subject to the review and approval by the Rockland Code Enforcement Officer or his designee, which approval shall not unreasonably be withheld;

**2. Term; Termination.**

The Term of this License Agreement shall be ten (10) years, commencing on April 15, 2015, and terminating at midnight on April 15, 2025; provided, however, that this License Agreement may be renewed for one additional, ten-year term (the "Renewal Term") upon the mutual, written agreement of the City Manager and Licensee.

Notwithstanding the foregoing, this License Agreement shall terminate ninety (90) days following the earlier of (A) written notice by Licensor terminating this License Agreement any time after the City Manager determines that (1) the Awning extending over the traveled way poses an unreasonable risk to the public or City personnel or equipment and that (2) no alternative remedy is reasonably available, or (B) Licensee's conveyance of all or substantially all of Licensee's interest in the Premises to a third party. Within ninety days of the termination of this Agreement, Licensee or its successor shall cause the removal of that part of the Awning that is not in conformance with Rockland Code, Ch. 15, Art. I, Sec. 15-106, except as the parties may otherwise agree, in a signed writing;

**3. Fee.** There shall be no fee owed to the City for the permissions granted herein during the initial term of this License Agreement;

**4. Construction; Maintenance; Default; Duties Upon Termination.**

Licensee shall be fully and solely responsible for the construction and/or costs of the improvement(s) authorized in this License Agreement, and the City shall have no responsibility or liability therefor. Licensee shall maintain the Awning in a safe and presentable condition throughout the Term of this License Agreement, and the Renewal Term, if any, to the satisfaction of the Code Enforcement Officer, and Licensee shall bear the full expense thereof.

In the event of any default under this Agreement by Licensee, or any failure of Licensee to comply with any other applicable code, rule, or regulation of the City, or order to correct by the Code Enforcement Officer or his designee, Licensee shall, at Licensee's sole expense, cure such default or failure to comply within thirty (30) days. Nothing in the foregoing shall limit the City's authority to terminate this Agreement, as set forth in this Agreement.

Within thirty (30) days of the termination of this Agreement, Licensee shall remove or cause the removal of the Awning. The City may remove the Awning upon Licensee's failure to do so when required, at Licensee's expense, and Licensee grants to the City a security interest in the Premises for the purpose of securing Licensee's payment therefor and Licensee's performance of its other obligations and undertakings set forth in this Agreement;

**5. Indemnification; Hold Harmless.** Licensee hereby agrees and undertakes to indemnify Licensor, and shall protect and hold Licensor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or connected with the construction of the installation(s) authorized herein, or their maintenance as required of Licensee herein. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/or other applicable law or doctrine;

**6. Miscellaneous.**

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

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

C. This License Agreement and the rights and obligations of the parties thereto shall be governed by the laws of the State of Maine;

D. Licensee consents to the City filing, in the Knox County Registry Deeds, a Memorandum summarizing the pertinent terms and conditions of this Agreement; and

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#22 Accepting Grant-In-Aid – Snow Marine Park Floats

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City hereby accepts the Grant-in-Aid from the State of Maine Department of Agriculture, Conservation & Forestry for nine (9) 6 ft. X 16 ft. wooden boarding floats for improvements to the City's boat launching facility at Snow Marine Park. Three (3) of the floats will be available in the Spring of 2015, and the remaining six (6) floats will be available in the Spring of 2016; and

**THAT**, it is further ordered that in consideration of this assistance, the City of Rockland hereby agrees to the conditions contained in the attached document incorporated herein by reference; and

**THAT** the City Manager is hereby authorized to execute any instruments necessary to effectuate this acceptance.

Sponsor: City Manager  
Originator: Harbor Master

Councilor MacLellan-Ruf moved passage.

Councilor Pritchett noted that a number of the pilings at Snow Marine Park are no longer standing and asked when they would be fixed.

The City Manager said that he would look into the matter and get back to the Council.

Vote: 5 for.

#23 Authorizing Reserve Funds – Water Pollution Control Facility Repairs

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City Manager is authorized to expend up to \$41,000 from the Water Pollution Control Department Sewer Renewal & Replacement Reserve Account (#70000-01668) for the following projects:

- Replacement of a Model 50 Duplex Strainer
- Repair of the Plant head-works influent flume channel
- Removal of grit from four locations within the Treatment Plant:
  - the dry weather well
  - the wet weather well
  - the chlorine contact chamber
  - the Vortex separator

Sponsor: City Manager  
 Originator: Water Pollution Control Director

Councilor Pritchett moved passage.

Vote: 5 for

#24 Authorizing Banner – Bicycle Coalition of Maine

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the Bicycle Coalition of Maine is hereby authorized to hang a banner across Main Street near the intersection with Limerock Street from July 6, 2015 through July 20, 2015 to promote the 14<sup>th</sup> Annual Maine Lobster Ride schedule for July 19, 2015. Any costs associated with the hanging of this banner shall be borne by the Bicycle Coalition of Maine.

Sponsor: Councilor Pritchett  
 Originator: Bicycle Coalition of Maine

Councilor Pritchett moved passage and said that the Lobster Ride brings hundreds of riders into the City. He thanked Mr. Fishman for establishing the ride and all that he has done to make it the success it has become.

Vote: 5 for.

#25 Authorizing Letter of Support – Mid-Coast Council Of Governments

**WHEREAS**, the City of Rockland is currently a member of the Mid-Coast Economic Development District (MCEDD); and

**WHEREAS**, the City of Rockland sees value in being a member of the region’s Economic Development District (EDD); and

**WHEREAS**, MCEDD is currently financially unsustainable due to its member counties not producing a sustainable funding formula; and

**WHEREAS**, the Mid-Coast Council of Governments (MCOG) is committed to, and has devoted substantial resources to, creating a sustainable and effective EDD in the Mid-Coast; and

**WHEREAS**, MCOG is seeking the designation as the EDD for the Mid-Coast from the Economic Development Administration; and

**WHEREAS**, should MCOG be successful in securing the designation as the Mid-Coast region’s EDD they have invited the City of Rockland to be a member; and

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City Manager submit a letter to the Economic Development Administration in support of the transfer of the Mid-Coast region’s designation as an Economic Development District from the Mid-Coast Economic Development District to the Mid-Coast Council of Governments and should the Mid-Coast Council of Governments be successful in securing the EDD designation the City of Rockland contributes \$5,500 in membership dues to join the Mid-Coast Council of Governments.

Sponsor: City Manager  
 Originator: Community Development Director

Councilor Geiger moved passage and said that one of the reasons that MCEDD has become financially unsustainable was

because Lincoln County did not pay the amounts that is was expected to pay for its involvement with MCEDD. She asked if this organization would be relying on Lincoln County's participation as well, and why do they think there would be a different outcome.

The City Manager explained that MCEDD's finances were based on a funding formula that none of the participating counties really lived up to. He said MCOG is a dues-based organization. He said if the dues are not paid, they cannot participate in the organization.

Councilor Pritchett added that they are shifting to a member town model and shifting away from the county model. He then asked where the \$5,500 membership fee would be coming from.

The City Manager said that the fee would be taken from the Community Development Budget. He also said that the fee is eligible for TIF funding. He also added, for clarification, that MCEDD would basically cease to exist and MCOG would take over.

Vote: 5 for.

**#26 Accepting Design Plan – Mechanic Street Segment of Harbor Trail**

**WHEREAS**, the City has accepted and approved expenditure of funds from the State Government Recreation Trails Program and authorized \$20,000 in Fisher TIF expenditure by Order #94 dated December 8, 2014 for construction of the Mechanic Street segment of Harbor Trail; and

**WHEREAS**, the ad hoc Harbor Trail Committee has worked with Landmark Engineering to develop detailed design and engineering plans for the Mechanic Street segment of Harbor Trail;

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

**THAT** the City Council approves the design for the Mechanic Street segment of Harbor Trail developed by Landmark Engineering with the ad hoc Harbor Trail Committee; and

**THAT** the City Manager is hereby authorized to undertake a request for proposals to complete the construction of this segment of Harbor Trail.

Sponsor: Councilor MacLellan-Ruf

Originator: Harbor Trail Committee

Councilor MacLellan-Ruf moved passage and said that the Harbor Trail Committee was very excited to see this move forward. She also said that Captain Sharp has been working with the Committee on easement issues for Harbor Trail as well.

Vote: 5 for.

**#27 Authorizing Street Closure and Fee Waiver – Memorial Day Parade**

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the organizers of the annual Memorial Day Parade are hereby authorized to close Main Street from Water Street to North Main Street, on Monday, May 25, 2015 beginning at 10:30 a.m. to hold the annual Memorial Day Parade. The organizers shall co-ordinate activities with the Rockland Police, Fire and Public Works Departments for any necessary traffic control and/or public safety measure. Any fees associated with this activity are hereby waived.

Sponsor: City Council

Originator: Gary Henry

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

**#28 Authorizing Bids – Sale of City Property (44 Old County Road)**

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City Manager is hereby authorized to solicit bids for the sale of a City-owned parcel of land located at 44 Old County Road and identified as Tax Map #83-A-9, with a minimum bid requirement of \$5,200. The City also reserves the right to accept and/or reject any or all bids. Should no acceptable bids be received, the City Manager is further authorized to dispose of the property by other appropriate means.

Sponsor: City Manager  
Originator: City Manager

Councilor Clayton moved passage.

Councilor Geiger asked what the assessed value of this property was.

The City Manager said that the assessed value of the property is \$5,200, which is also the minimum bid requirement for the property.  
Vote: 5 for.

**Executive Session:** Councilor Clayton moved to enter an Executive Session pursuant to Title 1, M.R.S. §405(6)(C) which allows for the discussion of economic development issues when premature disclosure of information would damage the competitive or bargaining position of the City.  
Vote: 4 for, 1 opposed.

(Pritchett)

The Council entered Executive Session at 8:45 p.m.

The Council came out of Executive Session and, with no further action being taken, adjourned without objection at 9:40 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**SPECIAL MEETING**

**AGENDA**

**April 15, 2015**

Order #29 Authorizing Bids – Sale of City Property

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, William Clayton, Valli Geiger, City Manager Chaousis, and City Attorney Beal. Councilors Louise MacLellan-Ruf and Larry Pritchett were excused from attending this meeting.

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

**Order #29 Authorizing Bids – Sale of City Property (270 Pleasant Street & 9 Burrows Street)**

**IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:**

**THAT** the City Manager is hereby authorized to solicit bids for the sale of City property located at 270 Pleasant Street (Tax Map 57-A-2) and 9 Burrows Street (Tax Map 57-A-5).

Sponsor: City Manager  
Originator: City Manager

Councilor Clayton moved passage.

Vote: 3 for.

With no further business to come before the City Council, Councilor Clayton moved to adjourn. Without objection from the Council, the meeting was adjourned at 5:32 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk

**SPECIAL MEETING**

**AGENDA**

**April 22, 2015**

Presentation of FY 2016 Municipal Budget

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, William Clayton, Larry Pritchett, Valli Geiger, City Manager Chaousis, and City Attorney Beal. Councilor Louise MacLellan-Ruf was excused from attending this meeting.

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

**Presentation of FY 2016 Municipal Budget:** The City Manager presented the proposed FY 2016 Municipal Budget to the Council and delivered the following Budget Message:

Please find enclosed the FY 2016 municipal budget. The municipal budget, especially this specific one, should be considered the introduction of the costs of providing municipal services. Without strategy, vision, and planning the municipal budget is just a compiling of costs needed to provide a historical level of service. As we progress into the discussion of the costs of city services it appropriate to discuss what level of service, programs, efficiency and effectiveness is required to appropriate sustainable levels of funding.

The FY 2016 municipal budget is presented in same historical format as previous years. The change in administrative leadership did not present sufficient time to repackage the collection of department budgets and there are some advantages to having complex information presented in a familiar fashion. In future years, the budget will be presented in a manner that connects the vision of city services and the overarching goals of the City Council.

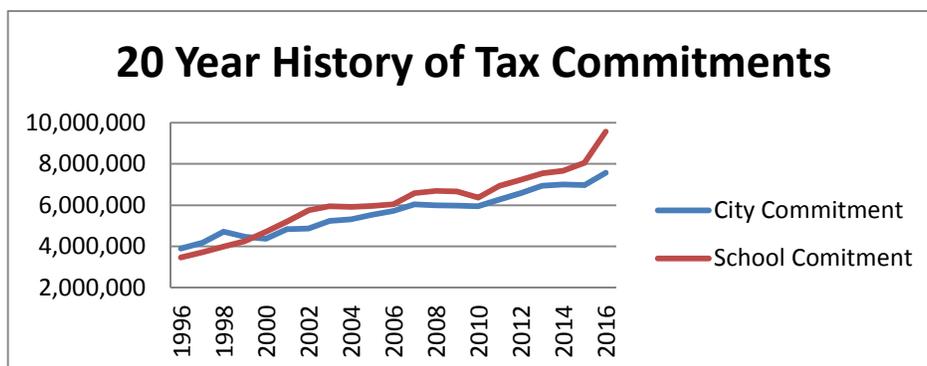
The budget does not need to be exclusively a collection of costs but also an opportunity to present changes in policy and programs. The documents provided contain the information needed to debate and consider changes. Decisions will no longer be just a number but will be a statement of direction or policy.

I understand that this budget frames an 8.59% increase and does not reflect the final city budget. It does not reflect irrational increases in the costs of service but it does represent unchanged services in an extremely changing landscape. This year's budget process will be extremely difficult. The City Council will be encouraged to look at issues with new perspective. The key elements that have forced the City into this dilemma of budget consequences are not all within city control. Still, other issues are well within the City Council and City Manager's control and require action. The City Council will need to make decisions about the fate of programming. The public will rely on the City Council's leadership in analyzing these decisions and providing sound judgement.

Before I progress through the elements and considerations of the budget, I want to advise on one final but important component. The City of Rockland is poised for tremendous economic rebounding. As I illustrate further in the budget document, the years in which Rockland enjoyed lower tax rates was when development was flourishing in the city. All signs point to this happening again soon. Yet, we are forced to consider whether the city can endure funding all programs until that date or rebuild those programs when development returns. Please consider the delicate relationship between an escalating growth in the tax rate and the regressive nature it will have on the greatly anticipated development.

**Tax Commitment**

The City of Rockland's history for tax commitment for the last twenty years is charted below. The tax commitment is the amount of tax required to pay for city expenses raised by the taxpayer. As City Manager I concentrate on all variables impacting the tax commitment. The cost of providing services through the property tax levy has been strained in the last ten years. The significantly rising school cost and the lack of property value growth are greatly outpacing the city's natural budget growth. The city has sacrificed city service through budgets in the last few years to compensate and relieve the taxpayer but the issue has outlived any compensation mechanisms. Analysis of the tax commitment shows the pressures the increasing school share has had on the tax rate.

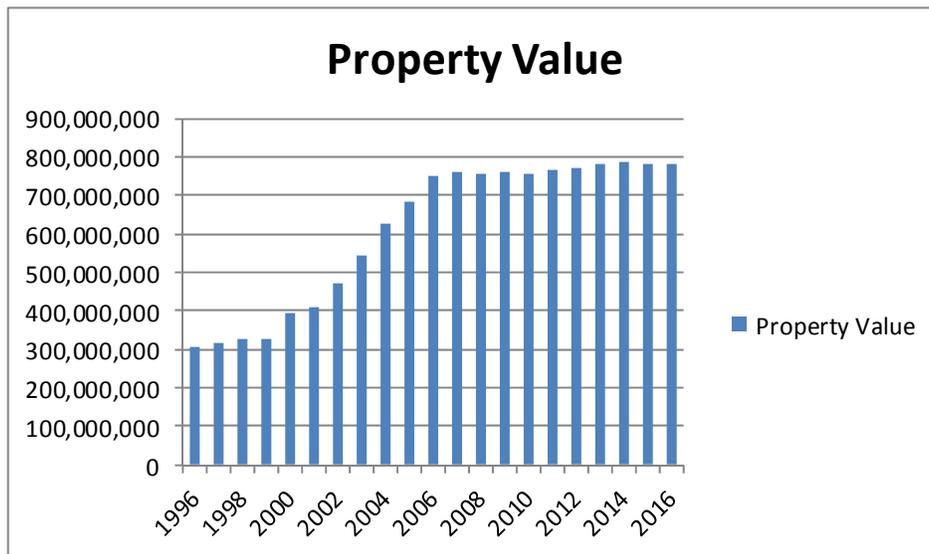


Considering inflation and increased costs of products, increase in commitments is expected over time. The real issue is when the commitment growth outpaces property value growth. This is the case with the school commitment. The school budget, which is shared equally on the tax levy, is growing at 8.8% annually over the last 20 years. Property value growth is progressing at 7.84% annually during the same timeframe. It is more revealing that the school budget growth is 5.81% annually over the last ten years and property value growth is 0.39% annually during that time. That ratio of budget growth to property value growth near 2:1 hit taxpayers hard. Alleviating the pressure through the city side of the tax levy is only providing cover for the issue.

**Growth Rate Annual Average**

	20 Year Span	First 10 Years	Last 10 Years
City Budget Growth	4.73%	4.67%	3.26%
School Budget Growth	8.80%	7.47%	5.81%
Property Value Growth	7.84%	<b>14.71%</b>	<b>0.39%</b>

Property value growth is inevitable. The last ten years of property value growth is a direct reflection of a greater economic picture. Cities in Maine, and throughout the country, have had to survive a stale economic climate but most property taxpayers do not relate it their property tax rate. When analyzing the last twenty year span of property value growth, it is clear that the last ten years are very stagnate. The first ten years of that same span is very appealing. The City of Rockland has added value to the quality of life for residents during that span and when the economy returns to stability our tax rate will reflect that.



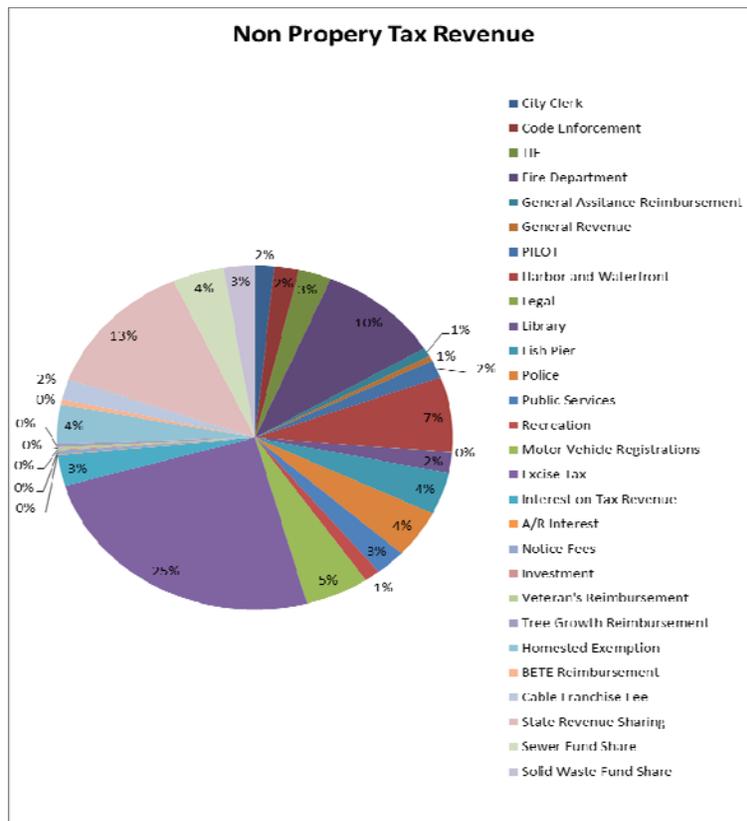
The City of Rockland may not realize property growth at the rate seen in the 1990’s but returning to half that growth rate will assist the consistent restraint of the city’s budget growth. This is not the same for the school budget growth.

**As City Manager, I strongly recommend that the city continue to maximize its efforts at expanding a controlled and sustainable amount of tax growth.**

**City Revenues**

The total revenues for FY 2016 are comparable to the revenues budgeted from FY 2015 but that is misleading because they are coming from different sources. The municipal fish pier and the Harbor and Waterfront budgets are poised for big revenue years but those are not reliable sources. The City Council also elected to use a significant portion of undesignated reserve funds last year which reflects as revenue loss this year. This isn’t a practice that the Council should, or could consider, on a consistent basis. The practice of using tax anticipation notes is an additional cost when the city should be leveraging designated funds with an investment policy and reducing the tax burden slightly.

Non property tax revenue represents 21% of all city revenue but the following graph shows how disperse and unreliable those revenues are.



Complaints of municipal revenue sharing are legitimate but are subject to the same economic struggles. Municipal revenue sharing has not been funded to statutory levels as long as I have been managing municipalities. This means that the City of Rockland has been compensating for the lack of municipal revenue sharing well beyond the current tax rate strains. Without legislative relief, at the State level, Rockland should not consider this revenue as reasonable anymore.

Revenue received through State programs accounts for 58% of that non property tax revenue. Trends suggest that revenues from state programs are getting sparse. The state is analyzing every one of the programs in every budget cycle. It is realistic to expect another shoe to drop from a state revenue source. City Councilors are wise to consider maximizing revenues from non-property tax sources but shouldn't be unrealistic. Non-property tax revenues will not displace services that are highly reliant on property tax subsidy.

**As City Manager, I strongly recommend that the City Councilors not over recognize non-property tax revenue when evaluating programs that are not in real enterprise conditions.**

**Conclusion**

The budget presented to you is a statutory and charter obligation. I would not predicate that I am prepared to make a recommendation that the City Council adopt the budget as presented. In fact, I believe that a tremendous amount of budget deliberation is warranted to prescribe a budget plan. Hopefully this budget will be the seedling to prompt change. If I presented a budget plan based on my limited knowledge of the city's values I would likely miss the mark. The city's budget is scattered with assistances that straddle public values in place of fundamentally tax prescribed services. Making the difficult analysis is solely the job of the City Council. I hope to provide technical assistance while the City Council makes determinations of cost versus value.

The future of local government continues to be very challenging. In recent years, budgets and services have been reduced without an effective strategy. City staff and I are professionals in our respective fields. We can assert the cost of providing local government services with accuracy. Reductions in budgetary figures are a reduction in services. Lowered cost means lowered service. Reductions in services will affect service users and should be handled with significant recognition. City staff and I are prepared to address and possibly "right size" our local government as long as it fits the vision of the City Council.

I would like to thank the City Staff for compiling the majority of the budget prior to my arrival as City Manager. A singular recognition is reserved for Tom Luttrell, Finance Director, who produced the final product. I will use this opportunity to evaluate and provide improvements to the next budget cycle.

Special Meeting, Budget Message continued:

April 22, 2015

It is my privilege to present the budget and begin the discussions on the appropriate size and scope of government. The annual budget is the most important policy document that the Council considers. I am neither intimidated nor concerned about how this budget will develop. Instead, I am excited and intrigued to be part of the process. The audition for prospective development, new homeowners, new businesses, long reliable taxpayers, residents, and visitors begins now.

The Council then briefly discussed the general overview of the proposed budget and set a tentative review schedule as follows:

April 27: Departments A – Code, Community Development - Executive, and Fire/EMS

May 6: Departments F – G, and Public Services/Solid Waste

May 13: Departments H - L, Library and Recreation

May 18: Departments M - U and Sewer

May 20: Police, Community Development – Executive (if not completed 4/27), Review and CIP Update

It was noted that the above schedule is subject to change and that the reviews of particular department budgets may be moved from one date to another or continued to another date.

With no further business to come before the City Council, Councilor Clayton moved to adjourn. Without objection from the Council, the meeting was adjourned at 6:15 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ City Clerk