

CITY OF ROCKLAND, MAINE



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

CITY CLERK'S OFFICE

July 10, 2015

***YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF THE
ROCKLAND CITY COUNCIL WILL BE HELD IN CITY COUNCIL
CHAMBERS AT ROCKLAND CITY HALL, 270 PLEASANT STREET,
ROCKLAND, MAINE ON MONDAY, JULY 13, 2015 AT 6:30 P.M. FOR THE
FOLLOWING PURPOSE(S):***

[Please Note Starting Time and Date]

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

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

***STUART H. SYLVESTER
CITY CLERK***

Communications: None

Licenses and Permits:

- a. Liquor & Entertainment Licenses – Rock City Café
- b. Liquor, Entertainment & Amusement Device Licenses – Time Out Pub
- c. Lodging House License – Old Granite Inn
- d. Entertainment License – Blackboard Deli
- e. Municipal Approval for Service of Alcohol on Vessel – Holland America Lines
- f. Municipal Approval for Service of Alcohol on Vessels – American Cruise Lines
- g. Application for Special Event – Maine Boats, Homes & Harbors?
Boston Whaler Rendezvous Reception

Resolves:

- #30 Commendation – 20 Years of Service (J. Temple)
- #31 Accepting Donations – Library

Ordinances in Final Reading and Public Hearing:

- #16 Re-Conveyance by Bill of Sale – 7 Second Street
- #17 Zone Boundary Re-Alignment – 22 Thompson Meadow Road
- #18 Tower & Ground Space Agreement Amendment – Verizon Wireless
- #19 Quit Claim Deed – Sale of 63 Warren Street

Ordinances in First Reading:

- #20 Authorizing Reconveyance – 11 Dunton Avenue
- #21 Zone Change – W/W-G to C3 – Farwell Drive
- #22 Sale of City Property – 20 Katahdin Avenue

Orders:

- #50 Amending Street Acceptance Order (#66-83) – Correcting Description
- #51 Authorizing TAN Borrowing
- #52 Setting Due Dates & Interest Rate – FY 2016 Taxes
- #53 Authorizing Donation – Rockland Main Street, Inc.
- #54 Amending & Adopting Library Fee Schedule
- #55 Amending & Adoption Emergency Medical Fee Schedule
- #56 Authorizing TIF Fund Expenditure – Sidewalk Project (Elm & Museum Sts).
- #57 Authorizing TIF Expenditure – Signage
- #58 Authorizing Collective Bargaining Agreement with the International Association Of Firefighters/AFL-CIO Local 1584

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

Name of Applicant SUSANNE WARD Phone 594 5688

Address of Applicant 55 Masonic St
Rockland

Name of Business Rock City Cafe Phone 594 4123

Address of Business 316 Main St
Rockland

Name of Property Owner (if different) Ken Shure / Richard Aronau

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

Type of Business Cafe / Coffeehouse

Expiration of Current License 07/31/2015

Fee(s) Paid \$300 Date 6/24/15

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature S. Ward Date 6/24/15

Approved By: _____ License # _____

[Signature] Code Officer 7/2/15 Date
 Approved Inspected; See Report

[Signature] Fire Inspector 7/2/15 Date
 Approved Inspected; See Report

[Signature] Police Chief 6/30/15 Date

[Signature] City Clerk 7/2/15 Date

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008**

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES July 31, 2015

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>ROCK CITY INC</u> DOB:	2. Business Name (D/B/A) <u>ROCK CITY CAFE</u>
DOB:	
DOB:	Location (Street Address) <u>316 Main St</u>
Address <u>252 Main St</u>	City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>
	Mailing Address <u>252 Main St</u>
City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>	City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>
Telephone Number <u>207 594 5698</u> Fax Number <u>866 828 7981</u>	Business Telephone Number <u>207 594 4123</u> Fax Number <u>866 828 7981</u>
Federal I.D. # <u>01 0525151</u>	Seller Certificate # <u>260310</u>

3. If premises is a hotel, indicate number of rooms available for transient guests: 2
 4. State amount of gross income from period of last license: ROOMS \$ 2 FOOD \$ 3100.43 LIQUOR \$ 17832.15
 5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire, If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: SUSANNE WARD

8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 252 Main St Rockland

10. Is/are applicant(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
 Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
SUSANNE WARD	6/5/51	Portland OR

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Rockland ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
 Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner:
Ken Shure/Richard Aronow, Orient St Properties 318 Main St Rockland ME 0484

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 40-45 seat cafe, serving coffee, tea, liquor & food. Live acoustic music on weekends

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
 YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/4 mile Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: bank loans

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Rockland ME on June 1, 2013
Town/City, State Date

Suzanne Ward
Signature of Applicant or Corporate Officer(s)
SUSANNE WARD
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

NOTICE - SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt - Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt - Restaurant Lounge	\$1,500.00

CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE.....\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.





State of Maine
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement

**Supplemental Information Required for
Business Entities Who Are Licensees**

For Office Use Only:
License #: _____
Date Filed: _____

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:
Rock City Inc
2. Other business name for your entity (DBA), if any:
Rock City Cafe
3. Date of filing with the Secretary of State: 1999
4. State in which you are formed: MAINE
5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of	Ownership %
SUSANNE WARD	55 Masonic St Rockland	6/5/51	100

7. Is any principal person involved with the entity a law enforcement official?

Yes No

8. If Yes to Question 7, please provide the name and law enforcement agency:

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

Susanne Ward
Signature of Duly Authorized Person

5/11/15
Date

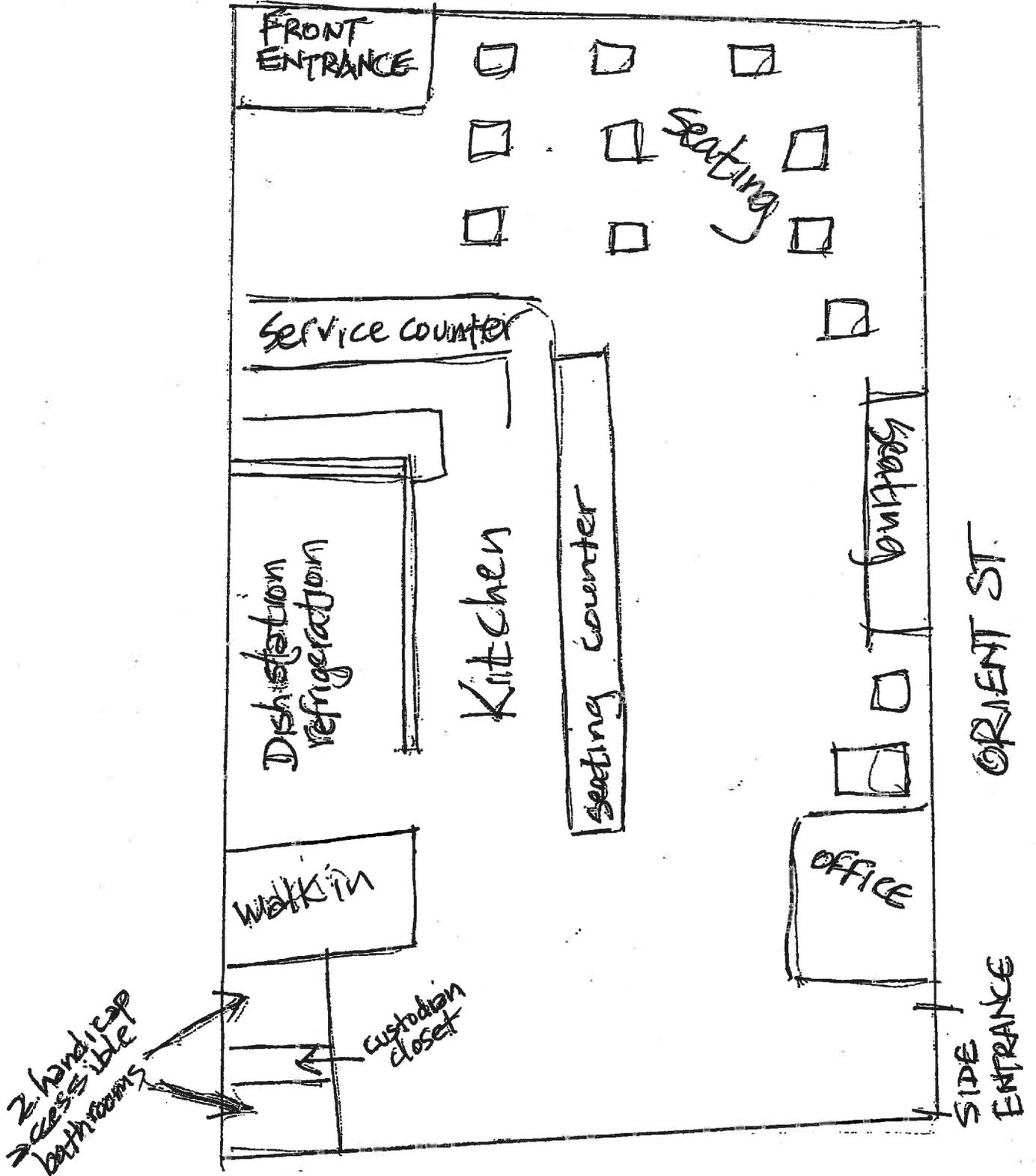
SUSANNE WARD
Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

PREMISE DIAGRAM

MAIN ST



APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

Name of Applicant James Beaulieu Phone 5429336

Address of Applicant 34 High St Rockland Me
Po Box 355 Rockland

Name of Business Time Out Pub Phone 5939336

Address of Business 225 Main St Rockland Me
Po Box 355

Name of Property Owner (if different) _____

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor
 Billiard Room Second Hand Merchant Other (Specify) Amuse Device (1)

Type of Business Restaurant/Lounge

Expiration of Current License 08/18/2015

Fee(s) Paid \$425 Date 6/24/15

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature [Signature] Date 6/24/15

Approved By: _____ License # _____

Approved [Signature] Inspected; See Report Code Officer 6/24/15 Date

Approved [Signature] Inspected; See Report Fire Inspector 6/24/15 Date

[Signature] Inspected; See Report Police Chief 6/30/15 Date

[Signature] Inspected; See Report City Clerk 6/30/15 Date

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
8 STATE HOUSE STATION
AUGUSTA, ME 04333-0008**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	

PRESENT LICENSE EXPIRES 8-18-15

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
DOB: _____	<u>Time Out Pub</u>
<u>JAMES Beauvais</u> DOB: <u>6-6-55</u>	
DOB: _____	Location (Street Address)
Address <u>34 High St</u>	<u>275 Main St</u>
City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>	City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>
Mailing Address <u>Po Box 355</u>	Mailing Address <u>Po Box 355</u>
City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>	City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>
Telephone Number <u>207 542 9336</u> Fax Number _____	Business Telephone Number <u>207 593 9336</u> Fax Number <u>594 2008</u>
Federal I.D. # <u>01-0513145</u>	Seller Certificate # <u>1034345</u>

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 40K LIQUOR \$ 412K
5. Is applicant a corporation, limited liability company or limited partnership? YES NO
- complete Supplementary Questionnaire ,if YES
6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: _____

8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: 11AM - 1AM

9. Business records are located at: 225 Main St Rockland

10. Is/are applicant(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
JAMES Beaulieu	6-6-55	Lawrence Mass

Residence address on all of the above for previous 5 years (Limit answer to city & state)
34 High St Rockland

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)
46 years old - built as Restaurant

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 mile Which of the above is nearest? _____

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: Bank

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Rockland Me on 6/24/2015, 2015
Town/City, State Date

Please sign in blue ink

JBE
Signature of Applicant or Corporate Officer(s)
James Beaulieu
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

- Class I** Spirituous, Vinous and Malt\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.
- Class I-A** Spirituous, Vinous and Malt, Optional Food (Hotels Only)\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.
- Class II** Spirituous Only\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.
- Class III** Vinous Only\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.
- Class IV** Malt Liquor Only\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.
- Class V** Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)\$ 495.00
CLASS V: Clubs without catering privileges.
- Class X** Spirituous, Vinous and Malt – Class A Lounge\$2,200.00
CLASS X: Class A Lounge
- Class XI** Spirituous, Vinous and Malt – Restaurant Lounge\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.
- FILING FEE**.....\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.



State of Maine
 Bureau of Alcoholic Beverages
 Division of Liquor Licensing and Enforcement

For Office Use Only:	
License #:	_____
Date Filed:	_____

**Supplemental Information Required for
 Business Entities Who Are Licensees**

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

- Exact legal name:
Get Out Inc
- Other business name for your entity (DBA), if any:
Time Out Pub
- Date of filing with the Secretary of State: ~~Maine~~ March 27, 2015
- State in which you are formed: Maine
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
James Beaulieu	34 High St Rockland Me	6-6-55	100%

- Is any principal person involved with the entity a law enforcement official?
 Yes No
- If Yes to Question 7, please provide the name and law enforcement agency:

Name: _____ Agency: _____

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes No

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: _____

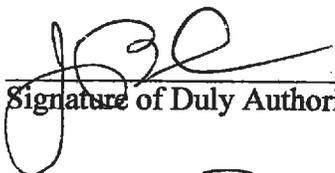
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

6/24/2015

Date

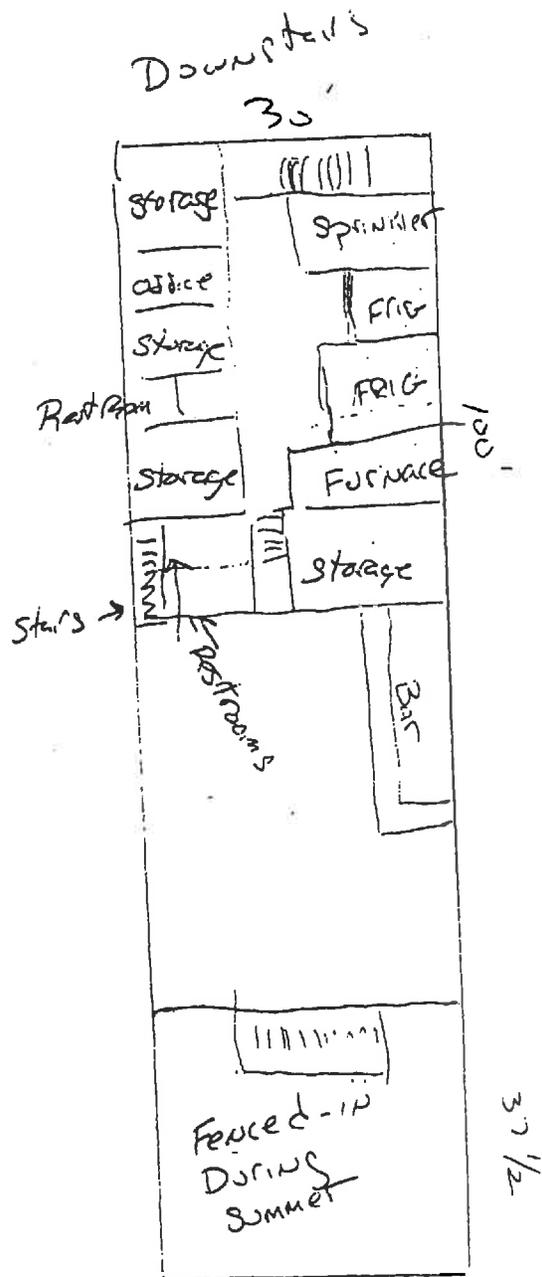
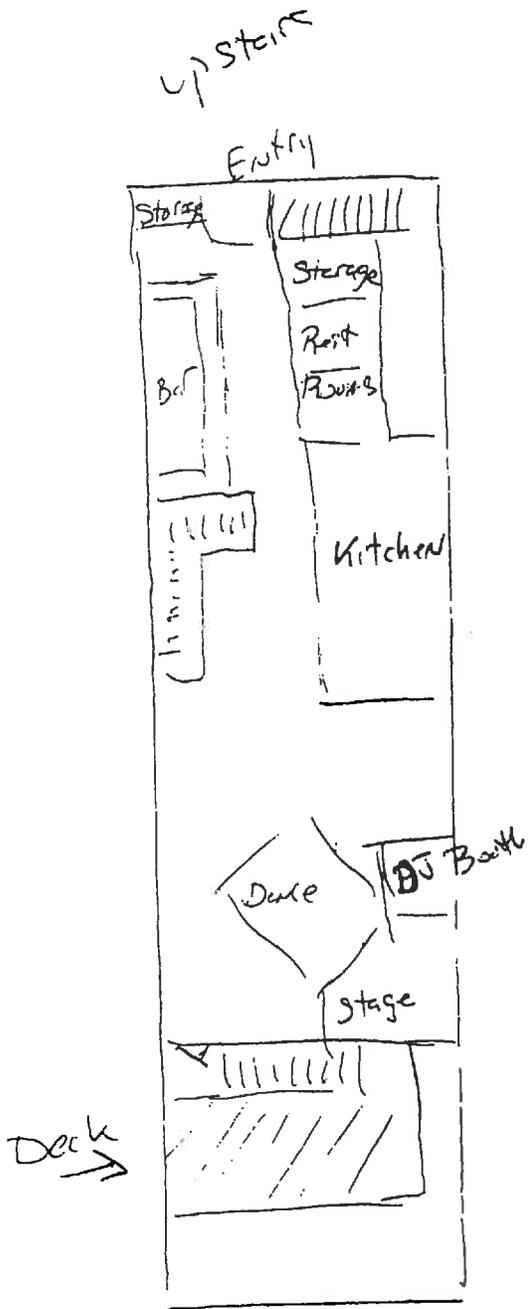
James Beaulieu

Print Name of Duly Authorized Person

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

PREMISE DIAGRAM
PREMISE DIAGRAM



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

Name of Applicant Edwin C. Hantz Phone 594-9036

Address of Applicant 546 Main St
Rockland ME 04841

Name of Business Old Granite Inn Phone 594-9036

Address of Business 546 Main St
Rockland ME 04841

Name of Property Owner (if different) _____

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

Type of Business B + B

Expiration of Current License 08/14/2015

Fee(s) Paid \$100 Date 6/19/15

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature Edwin Hantz Date 6/20/15

Approved By: _____ License # _____

[Signature] Approved Inspected; See Report Code Officer 6/24/15 Date

[Signature] Approved _____ Inspected; See Report Fire Inspector 6/30/15 Date

[Signature] _____ Police Chief 6/30/15 Date

[Signature] _____ City Clerk 6/30/15 Date

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

Name of Applicant C+B Holdings, Inc. d/b/a Blackboard Deli Phone 207-594-4985

Address of Applicant 18 Talbot Ave.
Rockland, Me. 04841

Name of Business Blackboard Deli Phone 593.0465

Address of Business 77 Park street
Rockland, Me. 04841

Name of Property Owner (if different) _____

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

Type of Business Deli

Expiration of Current License N/A

Fee(s) Paid 150.00 Date 6-9-15

The applicant herein agrees to conform with the provisions of the Ordinances of the City of Rockland relating to business licenses and such reasonable rules and regulations as may hereafter be adopted. The applicant hereby gives all persons and governmental agencies having information relevant to the above items permission to release the same to the City Clerk, Chief of Police, or other person(s) authorized to receive the same, and releases any claim that may be alleged to have arisen as a result of such release or disclosure.

Applicant's Signature [Signature] Date 6-9-15

Approved By: _____ License # _____

Approved Inspected; See Report Code Officer 6/19/15 Date

Approved Inspected; See Report Fire Inspector 6/19/15 Date

Approved Inspected; See Report Police Chief 6/30/15 Date

Approved Inspected; See Report City Clerk 6/30/15 Date



Bureau of Alcoholic Beverages
 Division of Liquor Licensing & Enforcement
 8 State House Station
 Augusta, ME 04333-0008
 Tel: (207) 624-7220 Fax: (207) 287-3434

MUNICIPAL APPROVAL – VESSELS

The undersigned hereby applies for permission to sell and dispense alcoholic beverages aboard the vessel:

ms Eurodam

In port or docked in the port of: Rockland Name of Vessel ME
 City/Town State

pursuant to 28A MRSA, Section 1077.

Dated at: See attached port of call information on _____, 20____
 City/Town Date

License Number: 7483

Holland America Line N.V.
 Name of Company

By: Mona Ehrenreich
 Signature

Mona Ehrenreich
 Printed Name

Proxyholder
 Title of Signing Officer

STATE OF MAINE

Dated at: _____, Maine _____ ss
 City/Town

On: _____
 Date

The undersigned being: Municipal Officers County Commissioners of the

City Town Plantation Unincorporated Place of: _____
 Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, MRSA

NOTE: A separate approval must be obtained for each municipality in which you desire to sell and dispense alcoholic beverages. All applications approved by municipal officers must be submitted to the Liquor Licensing & Inspection Division before alcoholic beverages may be dispensed in any port.

Ship	Date	Day	Port	ETA	ETD
Eurodam	9/27/2015	Sun	Rockland, ME	7:00:00	16:00:00

**BUREAU OF
ALCOHOLIC BEVERAGES
Division of Liquor Licensing
& Enforcement**



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 7/26/2015

- ☞ Public Service, Class I Spirituous, Vinous & Malt.....\$900.00
- ☞ Public Service, Class II Spirituous Only.....\$550.00
- ☞ Public Service, Class III Vinous Only.....\$220.00
- ☞ Public Service, Class IV Malt Liquor Only.....\$220.00
- ☞ Filing Fee (must accompany all applications).....\$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

The undersigned hereby applies for a license as a Vessel Class I to sell alcoholic beverages. Steamboat, Railroad Dining Cars, Pullman Cars or Aircraft

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) Holland America Line N.V.		2. Business Name (D/B/A) Holland America Line	
DOB:			
DOB:			
DOB:		Location (Street Address) 300 Elliott Avenue West	
Address Holland America Line	City/Town Seattle	State WA	Zip Code 98119
300 Elliott Avenue West		Mailing Address c/o Cheryl DeLappe, Holland America Line 300 Elliott Avenue West	
City/Town Seattle	State WA	Zip Code 98119	City/Town Seattle
State WA	Zip Code 98119	State WA	Zip Code 98119
Telephone Number 206-626-8345	Fax Number 206-284-8332	Business Telephone Number 206-626-8345	Fax Number 206-284-8332
Federal I.D. # 98-0162703	Seller Certificate #		

- 3. Has applicant ever held a liquor license, which was revoked? Yes No
If Yes, give date and record _____
- 4. Has applicant ever been refused a license by this Division? Yes No
- 5. Is applicant a Corporation, Limited Liability Co. or Limited Partnership? Yes No
If Yes, complete Supplementary Corporate Questionnaire.
- 6. If business is New indicate opening date: N/A

**Department of Public Safety
Liquor Licensing & Inspection
Division**



BUREAU USE ONLY	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 7/12/15

- Public Service, Class I Spirituous, Vinous & Malt..... \$900.00
- Public Service, Class II Spirituous Only..... \$550.00
- Public Service, Class III Vinous Only \$220.00
- Public Service, Class IV Malt Liquor Only \$220.00
- Filing Fee (must accompany all applications) \$10.00

ALL QUESTIONS MUST BE ANSWERED IN FULL

The undersigned hereby applies for a license as VESSEL PUBLIC SERVICE to sell alcoholic beverages. Steamboat, Railroad Dining Cars, Pullman Cars or Aircraft

1. APPLICANT(S) —(Sole Proprietor, Corporation, Limited Liability Co., etc.) American Cruise Lines, Inc,	2. Business Name (D/B/A) Same
DOB:	
DOB:	Location (Street Address)
Address 741 Boston Post Road	City/Town State Zip Code
Suite 200	Mailing Address
City/Town State Zip Code Guilford CT 06437	City/Town State Zip Code
Telephone Number 203-453-6800	Business Telephone Number Fax Number 203-453-7623
Federal I.D. # 06-1324808	Seller Certificate #

- 3. Has applicant ever held a liquor license, which was revoked? Yes No
If Yes, give date and record _____
- 4. Has applicant ever been refused a license by this Division? Yes No
- 5. Is applicant a Corporation, Limited Liability Co. or Limited Partnership? Yes No
If Yes, complete Supplementary Corporate Questionnaire.
- 6. If business is New indicate opening date:
N/A

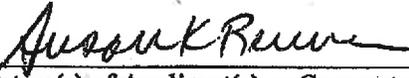
7. Dining Car(s) or Steamboat(s) or Pullman(s) or Aircraft(s)

American Glory

American Star

Independence

Dated at Guilford, CT on June 12 2015
Town/City State Month/Day Year


Signature(s) of Applicant(s) or Corporate Officer

Susan K. Renner, Treasurer
Printed Name of Applicant(s) or Corporate Officer

**City of Rockland - Harbor & Waterfront Department
Harbor Management Commission**

**Application for Special Event
To Be Held on Municipal Waterfront Property**

Any organization may apply for permission to hold special events on the waterfront properties owned by the City. Organizations shall provide 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 shall be filed with the Harbor Management Commission at least 30 days prior to the event. Fees for using municipal properties for all events are set by Order of the City Council, as well as those for the services of the Harbor Master and designees.

Event Name: Boston Whaler Rendezvous Party at the Maine Boats Homes & Harbors Show

Date(s) of event (include days needed for preparation and cleanup): August 15, 2015

Property Requested: Harbor Park Buoy Park Sandy Beach Snow Marine Park Other _____

Total number of days requested: 4 hours Expected Attendance: 200 max Admission Charged: Yes

Sponsoring Organization: Maine Boats Homes & Harbors, Inc

Address: PO Box 566

Rockland, ME 04841

Contact Person & Telephone: Stacey Palmer 207-594-8622

Dockage Requested: **NO** # of vessels: _____ Max length vessel: _____ Total feet of dock required: _____

Does event require closure of property to general public: **YES – already closed for boat show**

Does event include on the water activities: **NO** Does event include fireworks display: **NO**

Description of event (Use additional pages as needed): Boston Whaler Rendezvous will run from 5:30 to 8:00 pm as a barbecue, beer, and social event held at Buoy Park. There will be a 4 piece band for background music during the party. The rendezvous is a ticketed event after the normal hours of the Maine Boats, Homes & Harbors Show that runs August 14-16 and will be contained to a certain section of Buoy Park not accessible by the general public.

Attach: **Copy of Certificate of Insurance for Event Listing City of Rockland as Additional Insured
Copy of applicable permits for marine events, fireworks, etc.**

Narrative description of event, including:

1. general description of event;
2. plans to assist users of Public Landing, Launch Ramp, and Middle Pier not participating in the event;
3. plans for cleanup and restoration of property following the event;
4. analysis of need and arrangements to meet that need for public restrooms, solid waste recycling, removal, and/or disposal, emergency medical services and access, bus and automobile circulation and parking, and emergency evacuation.

Additional Terms and Conditions: Event Sponsor shall (1) pay all City of Rockland fees and costs applicable to or incurred as a result of the event, as established by Order of City Council or identified by staff; (2) abide by the requirements of the Rockland Police Department, Rockland Fire Department, and Rockland Harbor and Waterfront Department for the safe and orderly conduct of our event; and (3) allow Concession Operators in Buoy Park (a) to open for business at a location where other food concessions are located during the special event, for a fee established at a rate no greater than that charged other concession operators during the event, and shall reduce such Concession Operator's fee to Sponsor by \$400 if such Operator is required to move his/her stand.

Signature: Stacey Palmer

Date: 7/6/15, 200__

HARBOR MANAGEMENT COMMISSION:

Approved: _____

Disapproved: _____

Date _____, 200__

**City of Rockland
Special Events Application**

Date of Event: 8/15/15
Start Time: 5:30 pm
Completion Time: 8:00 pm
Rain Date: n/a

Type of Event: Parade
Foot Race
Demonstration
Participants: 200 max.

Walk
Bike Race
Other Barbecue Party

SECTION I. APPLICANT

Title of Event: BOSTON WHALER RENDEZVOUS Name of Applicant Organization: MAINE BOATS, HOMES & HARBORS
Address: PO BOX 566 ROCKLAND, ME 04841
Telephone: 594-8622 Type of Organization: for profit / non-profit / other: _____

Representative of the Organization (at least one name required - must be the applicant):

Name: STACEY PALMER Position: SHOW MANAGER Telephone: 230-4237 Business: 594-8622
cell

SECTION II. CITY PROPERTY

Proposed Use of City Owned Property (specify whether admission to be charged, and how much)
Building / Park / Street Closure / Use of Public Way / Other City Owned property

\$25 ADMISSION TO SPECIAL PARTY WITHIN THE SHOW (AFTER REGULAR SHOW HOURS)
(City Council or Harbor Management Commission approval required for street/sidewalk closure or exclusive use of park)

SECTION III. LOGISTICS (Attach additional pages if needed.)

Parking: PUBLIC Location(s): BUOY PARK WITHIN FENCED OFF SECTION OF THE MAINE BOATS, HOMES & HARBORS SHOW (AFTER SHOW HOURS)

Liquor Service? YES (license required) Type of License (attach copy): EATING AND CATERING
Food Service? food trucks (attach copy of state license) Describe arrangements for food storage, preparation, and type and storage of cooking fuels: _____

Sanitary facilities: Type: porta potties # Available: 14
Contractor / Contact Info: Central Maine Septic 207-474-7210

Signage? Location(s): on show grounds already rented Number: _____
(City Council approval is required for off-premises signs in ROW / on City property)

Electrical Installations? Type: _____ Location(s): _____ Contractor: BC Electric

Tents? Number: 2 Location(s): Buoy Park Contractor: Commercial Dates: _____

Insurance: Agent: ALLEN INSURANCE Contact: J TENE Limits: 2,000,000
(Attach copy of insurance rider / declaration page) ROCKLAND LORI MANK city is additional insured for the show

SECTION IV. EVENT INFORMATION

- A. Assembly Area Prior to Event: show grounds Buoy Park already rented
- B. Will the Event Disrupt Traffic Patterns? Yes _____ No X
- C. Traffic Detours Needed? Yes _____ No X
- D. Are Street Closures Necessary? Yes _____ No X
- E. Traffic Control Equipment (signs, barricades, etc.) Needed? Yes _____ No X
- F. Who Will Provide Traffic Control? n/a
- G. Will the Event Disrupt Retail Businesses? Yes _____ No X
(If yes, you must notify those affected businesses)
- H. Type of Crowd Expected to Attend? 200 maximum tickets to be sold

SECTION V. CITY SERVICES REQUESTED and / or REQUIRED

The following services are available from, or may be required by, the City of Rockland. The applicant must determine the requested and/or required services prior to submission of the application. Whether City services are required shall be determined by the applicable department. All fees and costs associated with these services will be the responsibility of the applicant unless a waiver of such fees and costs is sought and obtained from the City Council, or Harbor Management Commission, where applicable.

POLICE DEPARTMENT SUPPORT Yes X No
(Contact (207) 594-0317)

FIRE DEPARTMENT / EMS SUPPORT Yes No X
(Contact (207) 594-0318)

DEPARTMENT OF PUBLIC WORKS SUPPORT Yes No X
(Contact (207) 594-0320)

I hereby acknowledge and agree that the event sponsor and the participants will comply with all applicable laws of the State of Maine and the City of Rockland, and adhere to the conditions granted by this permit. It is the responsibility of the applicant to obtain the requisite approvals from the departments listed below prior to submission of this application for final approval.

Signature of authorized representative: Stacey Palmer
Date: 7/6/15 Print: STACEY PALMER

SECTION VI. CITY OF ROCKLAND USE ONLY

POLICE: Approved as submitted: _____
Chief of Police / Designee
Approved with conditions: _____
Chief of Police / Designee
Conditions: _____

FIRE: Approved as submitted: _____
Fire Chief / Designee
Approved with conditions: _____
Fire Chief / Designee
Conditions: _____

PUBLIC WORKS: Approved as submitted: _____
Public Works Director / Designee
Approved with conditions: _____
Public Works / Designee
Conditions: _____

HARBOR & WATERFRONT
(for Buoy, Harbor, or Snow Marine Park)
Approved as submitted: _____
Harbor Master
Approved with conditions: _____
Harbor Master
Conditions: _____



CERTIFICATE OF LIABILITY INSURANCE

MIRAN-1

OP. ID: NS

DATE (MM/DD/YYYY)

03/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen Insurance Rockland P O Box 749 22 School Street Rockland, ME 04841 Joanne Billington	Phone: 800-439-4425	CONTACT NAME: _____
	Fax: _____	PHONE (AG, No, Ext): _____ FAX (AG, No): _____ E-MAIL ADDRESS: _____
INSURED Miranda Inc dba Cafe Miranda & Kerry Altiero 15 Oak Street Rockland, ME 04841		INSURER(S) AFFORDING COVERAGE
		INSURER A: Maine Employers Mutual NAIC # 11149
		INSURER B: Frankenmuth 13986
		INSURER C: _____
		INSURER D: _____
		INSURER E: _____
		INSURER F: _____

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CPP6204429	01/03/2015	01/03/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Liquor Lia \$ 1,000,000
B	AUTO/MOBILE LIABILITY			BA 6204429	01/03/2015	01/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810071058	09/19/2014	09/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabl			SP2561330	04/17/2014	04/17/2016	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance

CERTIFICATE HOLDER**CANCELLATION**

FARNS-2 Farnsworth Art Museum 356 Main Street Rockland, ME 04841	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joanne Billington

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State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 6703

EATING AND CATERING 38 Seats (in)30 Seats (out)

CAFE MIRANDA
15 OAK ST
ROCKLAND ME 04841-2812

EXPIRES: 04/05/2016

FEE: \$275.00

ATTN KERRY ALTIERO
MIRANDA INC
CAFE MIRANDA
15 OAK ST
ROCKLAND ME 04841

Mary C. Mayhew
COMMISSIONER

10260

NON-TRANSFERABLE

CITY OF ROCKLAND, MAINE

RESOLVE #30

IN CITY COUNCIL

July 13, 2015

RESOLVE Commendation -- John Temple

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT John Temple is hereby commended and congratulated for 20 years of service to the City of Rockland at the City's Solid Waste Disposal Facility.

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

Sponsor: City Council

Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #31

IN CITY COUNCIL

July 13, 2015

RESOLVE Accepting Donations - Library

WHEREAS, the Friends of the Rockland Public Library donated 10 Ukuleles, and accoutrements, valued at \$1,050, via a grant, to the Rockland Public Library ; and

WHEREAS, the Friends of the Rockland Public Library donated \$33.83 to the Rockland Public Library to cover the overtime costs for Library staff arriving early for the Friends' Book, Plant and Bake Sale, 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, Linda Rose, of Union, 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, Alice Woodworth, of Rockland, Maine, donated the book *They Are All Family*, valued at \$25.99, to the Rockland Public Library to be added to the Library's collection;

WHEREAS, Mary Jo Naylor, of Owls Head, Maine, donated a very large stuffed animal (bear), value unknown, but of high quality, to the Rockland Public Library Children's Room;

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

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #16
IN CITY COUNCIL

June 8, 2015

ORDINANCE AMENDMENT Authorizing Reconveyance by Bill of Sale – 7 Second Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized, on behalf of the City, to issue a Bill of Sale to Theresa Hilchey for property located at 7 Second Street, as shown on Rockland Tax Map #58-A-8-7, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Ms. Hilchey fails to sign the Reconveyance Agreement and comply with its requirements by August 14, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council
Originator: City Manager

First Reading 6/8/15
First Publication 6/18/15
Public Hearing 7/13/15
Final Passage _____
Second Publication _____
Effective Date _____

RECONVEYANCE AGREEMENT
7 Second Street (Tax Map 58-A-8-7)

The City of Rockland (the "City") and **Theresa Hilchey** (the "Grantee") hereby agree to the City's reconveyance of the mobile home formerly owned by Grantee (the "Property") located at **7 Second Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 8-7, 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 208, 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 July 13, 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 Real Estate Taxes. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **August 14, 2015** (the "Reconveyance Deadline"), cause to be paid to the City of Rockland all delinquent real estate taxes on the Property, as follows:

FY 2013:	\$367.93	(including lien charges and interest as of August 14, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i>)
FY 2014:	\$654.34	(including lien charges and interest as of August 14, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i>)
FY 2015:	\$565.32	(including interest as of August 14, 2015, with interest accruing thereafter at a rate of 7% <i>per annum</i>)
Subtotal:	\$1,547.97;	

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): \$540.29

Subtotal: **\$540.29**

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 = **\$540.29** – (mil rate x (assessed value/1,000))).

3. 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;

4. Lot Rental. The Grantee shall, no later than the Reconveyance Deadline, reimburse the City for lot rental paid by the City, and associated late charges arising from Grantee's failure timely to pay such lot rentals, on the Grantee's behalf, for the purpose of continuing the placement and use of the Property at its current location, including:

<u>Month:</u>	<u>Rent Paid by City:</u>	<u>Late Fee Paid by City:</u>
April 2015	\$345.00	\$13.80
May 2015	\$345.00	\$13.80
June 2015	<u>\$345.00</u>	<u> </u>
	\$1,035.00	\$27.60

Subtotal: **\$1,062.60** (as of June 3, 2015);

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 7, 2015**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

- A. Repair or replace inoperable smoke detectors outside each bedroom with hard-wired, battery-backup smoke detectors (consider photoelectric combination smoke / carbon monoxide detectors);
- B. Install one carbon monoxide detector outside and in proximity to each bedroom (unless a combination smoke / carbon monoxide detector is installed pursuant to subparagraph A). Separate carbon monoxide detectors may be hard-wired or

plugged in, but must have a battery backup in either case;

- C. Install one battery-operated smoke detector inside each bedroom; and
- D. Replace rotted planks on exterior deck.

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

6. Reconveyance. The City shall release 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 to the City by or on behalf of the Grantee made during the period between the execution of this Agreement and the sale of the Property for taxes, sewer charges, finance charges, insurance coverage, or document preparation to the extent the proceeds of such sale of the Property, less any real estate broker or agent fee or charge, transaction costs, and additional carrying costs incurred by the City, permit.

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

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of July __, 2015.

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

THERESA HILCHEY:

Print: _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #17

IN CITY COUNCIL

June 8, 2015

ORDINANCE AMENDMENT Authorizing Zone Boundary Re-Alignment – 22 Thompson Meadow Road

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT that the Official Zoning Map of the City of Rockland is hereby amended by realigning the zone boundary line currently dividing the Rural Residential 1 and Rural Residential 2 Zones at the parcel located at 22 Thompson Meadow Road (Tax Map #80-A-1) to follow the easterly boundary line of said lot at 22 Thompson Meadow Road.

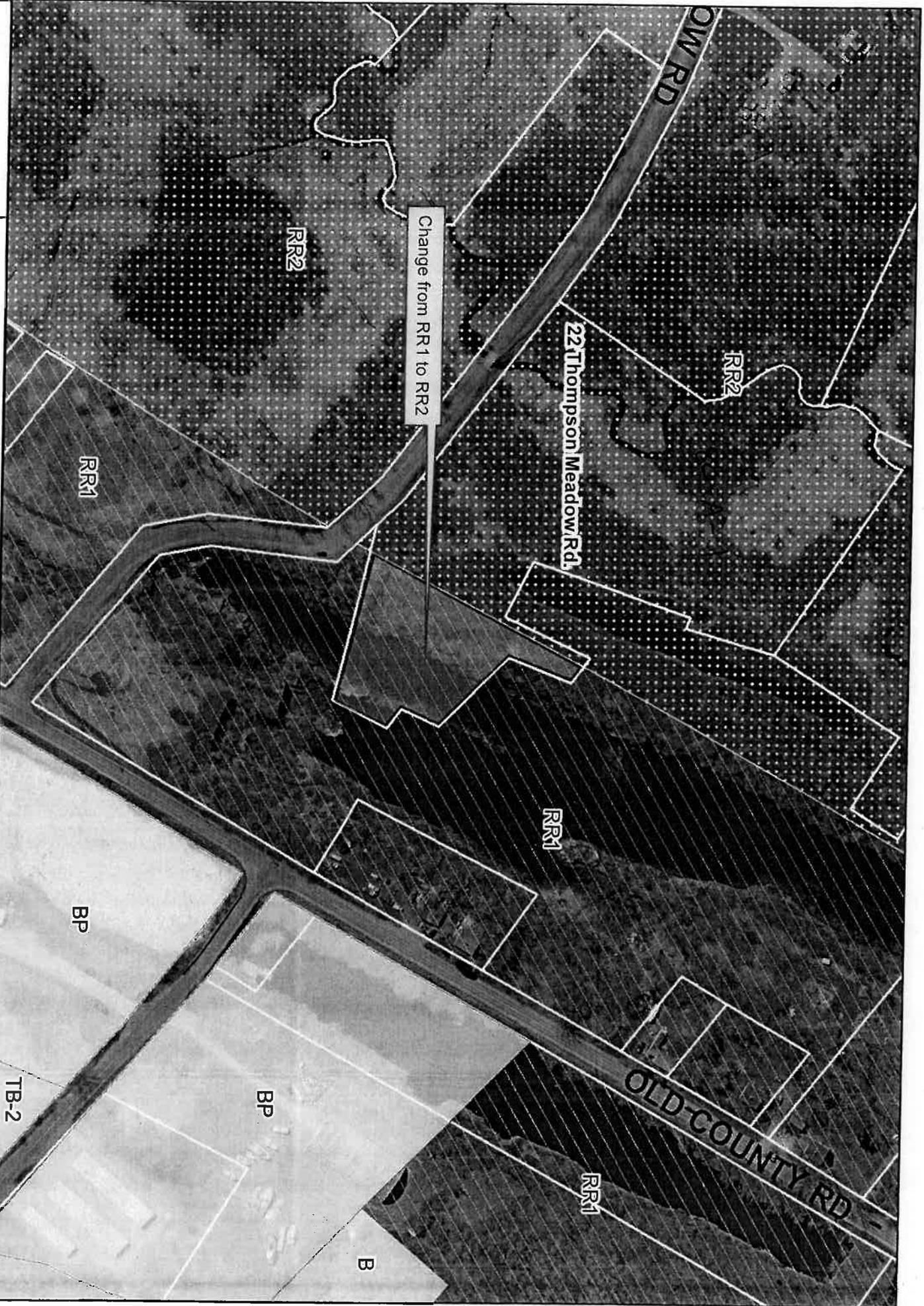
Meaning and intending to include the entirety of the lot located at 22 Thompson Meadow Road (Tax Map #80-A-1) in the Rural Residential 2 Zone.

Sponsor: Councilor MacLellan-Ruf
Originator: Code Office

First Reading 6/8/15
First Publication 6/18/15 + 6/25/18
Public Hearing 7/13/15
Final Passage _____
Second Publication _____
Effective Date _____



CITY OF
ROCKLAND
KNOX COUNTY
MAINE



Printed: 6/1/2015



DISCLAIMER

Tax maps are compiled from aerial photography, existing surveys, deeds, and landowner's descriptions. They are to be used for assessment purposes only, and not for conveyance.

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #18
IN CITY COUNCIL**

June 8, 2015

ORDINANCE AMENDMENT Authorizing First Amendment – Tower and Ground Space Lease with Verizon Wireless

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the Tower and Ground Space Lease and Agreement between the City of Rockland and Portland Cellular Partnership d/b/a Verizon Wireless, executed February 14, 2006, is hereby amended to allow for the replacement of existing equipment, the installation of additional equipment and an increase in the rental fee, in substantial conformance with the First Amendment to Lease attached hereto and incorporated herein by reference.

Sponsor: Councilor Clayton
Originator: City Manager

First Reading 6/8/15
First Publication 6/18/15
Public Hearing 7/13/15
Final Passage _____
Second Publication _____
Effective Date _____

FIRST AMENDMENT TO LEASE

FIRST AMENDMENT TO TOWER AND GROUND SPACE LEASE AND AGREEMENT (this "First Amendment") is made as of this ____ day of _____, 2015, by and between the CITY OF ROCKLAND, MAINE, a body corporate and politic ("LESSOR"), and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless ("LESSEE"), who agree as follows:

1. **RECITALS.** This First Amendment is made with reference to the following facts and objectives:

(a) LESSOR and LESSEE entered into a Tower and Ground Space Lease and Agreement dated February 14, 2006 (the "Agreement"), pursuant to which LESSEE leased from LESSOR certain ground space and tower space on LESSOR's property, together with non-exclusive easements for access and utilities (collectively the "Premises") on LESSOR's property situated at U.S. Route 1 and Broadway, in Rockland, Knox County, Maine (the "Property"), as more particularly described in the Agreement.

(b) LESSOR and LESSEE desire to amend the Lease to allow for LESSEE to add equipment to the Tower and make certain other equipment modifications as more fully set forth hereinbelow. LESSEE has obtained a Structural Analysis Report by All-Points Technology Corporation dated March 23, 2015 (the "Structural Analysis") which indicates that the Tower is capable of handling the additional loading created by LESSEE's proposed equipment modifications. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. **AMENDMENTS.** LESSOR and LESSEE agree that the Agreement is hereby amended as follows:

(a) **Equipment Modifications.** In addition to the twelve (12) panel antennas and other equipment that LESSEE currently has the right to install and maintain on the Tower, LESSEE shall have the right to install six (6) remote radio heads and two (2) junction boxes at the same tower height as its panel antennas, together with two (2) 1-5/8 hybrid cables to serve its equipment. LESSEE also intends to replace the panel antennas currently on the Tower with different models of panel antennas. The installation and use of such equipment shall be in accordance with all applicable terms and conditions of the Lease.

(b) **Rent.** LESSOR and LESSEE agree that the monthly rent set forth in Paragraph 2 of the Agreement (as increased to date pursuant to Paragraph 4 of the Agreement) is hereby increased by the amount set forth on Exhibit D attached hereto, effective on the first (1st) day of the month following full execution of this Amendment (the "Effective Date"). LESSOR and LESSEE acknowledge and agree that such rent increase shall not actually be sent by LESSEE until thirty (30) days after the Effective Date. By way of illustration, if the Effective Date is July 1, LESSEE shall send to the LESSOR the increased rent payments for July 1 and August 1 by August 1, 2015.

3. EFFECT OF AMENDMENT. Except as set forth in this First Amendment to Lease, all provisions of the Agreement shall remain unchanged and in full force and effect. This First Amendment shall be recorded without Exhibit D.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Lease as of the day and year first above written.

CITY OF ROCKLAND

By: _____
Print Name: _____
Its: _____

PORTLAND CELLULAR PARTNERSHIP
d/b/a Verizon Wireless

By: Cellco Partnership
Its General Partner

By: _____
David R. Heverling
Area Vice President Network

STATE OF MAINE
COUNTY OF KNOX

_____, 2015

Then personally appeared the above-named _____,
_____ of the City of Rockland, and acknowledged the foregoing
instrument to be his/her free act and deed, and the free act and deed of said City.

Notary Public/Attorney-at-Law

Print Name: _____

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this day of , 2015, before me appeared David R. Heverling, to me personally known, who, being by me duly sworn, did say that he is authorized by the Senior Vice President & Chief Technical Officer of Celco Partnership, general partner of Portland Cellular Partnership, to execute the foregoing instrument and that said instrument was signed on behalf of said corporation and said David R. Heverling acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state as of the day and year last above written.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT D

The monthly rent increase referred to in Paragraph 2 (b) above shall be \$100.00, subject to all of the terms and provisions of the Agreement.

LESSOR's Initials _____

LESSEE's Initials _____

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #19
IN CITY COUNCIL

June 8, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 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 William Heal, 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 \$20,000; 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

First Reading 6/8/15
First Publication 6/18/15
Public Hearing 7/13/15
Final Passage _____
Second Publication _____
Effective Date _____

PURCHASE AND SALE AGREEMENT FOR
MUNICIPAL LIEN—ACQUIRED PROPERTY

6/4/15

1. PARTIES: This Agreement is made between the City of Rockland, Maine ("Seller") and William Heal ("Buyer").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, BY QUITCLAIM DEED, [] all of / [] part of (if "part of," explain below) the property situated in the City of Rockland, County of Knox, and State of Maine, located at 63 Warren St. and described in deed(s) recorded on the Knox County Registry of Deeds in Book(s) 4630, Page(s) 201 (the "Property"). Seller shall not and is not required to warrant title to the premises, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist.

Part: N/A

3. FIXTURES; PERSONAL PROPERTY: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pumps, and electrical fixtures are included with the sale except for the following: NONE

Seller makes no representation or warranty as to the condition, capacity, or suitability of any mechanical components of fixtures at the time of closing, and shall convey the same "as is," and without any warranty as to their condition, fitness for particular purpose, or otherwise.

4. PURCHASE PRICE: For such Quitclaim Deed and conveyance Buyer agrees to pay the total purchase price of \$ 20,000.

5. EARNEST MONEY. Buyer [] has delivered / [] will within ___ days deliver to the Buyer's sales agent, Coldwell Banker SoundVest Properties (the "Agency") a deposit of earnest money in the amount of \$ 40500. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed. In the event of non-acceptance by the Seller, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

6. ACCEPTANCE; CLOSING DATE: This Agreement and Seller's obligation to sell the Property to the Buyer is contingent upon approval of the conveyance by the City of Rockland, Maine, City Council, which requires approval by majority vote of the Council in two readings of the applicable ordinance amendment. Seller shall entertain no further offers upon approval of this Agreement in First Reading by the City Council, and Buyer's offer shall be binding upon Buyer upon approval in First Reading. The Agreement becomes effective thirty days following approval in Second Reading. The Closing Date shall be the thirty-first day following approval in Second Reading, or on another date thereafter upon mutual agreement of the parties.

7. TITLE: Seller shall deliver a quitclaim deed for the Property to Buyer. Seller is not required to warrant title to the Property, intending only to release its interest in the Property to Buyer, subject to any encumbrances, encroachments, or other matters that may now exist, or hereafter appear to exist. Seller makes no representation to Buyer that the Seller will have marketable title following the conveyance

Buyers Init. WH

contemplated herein.

8. **POSSESSION, OCCUPANCY, AND CONDITION:** Unless otherwise agreed in writing, possession and occupancy of the Property, free of tenants and occupants, shall be given to Buyer immediately at closing. Buildings shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

9. **RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE:** Prior to closing, risk of loss, damage, or destruction of structures at the Property shall be assumed solely by the Seller. Seller shall keep the principal structure(s) insured against fire and other extended casualty risks prior to closing. If any structure is damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the Property "as-is" together with an assignment of the insurance proceeds relating thereto.

11. **FUEL / UTILITIES; PRORATIONS:** Any fuel in operable fuel tanks at the Property shall be purchased by the Buyer at the cash price as of the date of the closing of the supplier that last delivered fuel at the Property. Metered utilities such as electricity, water, and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) MA. The day of closing is counted as a Seller day for purposes of pro-rating expenses and income. Real estate taxes due and owing in the current municipal fiscal year (or payment in lieu of taxes if the municipality owned the Property on April 1) shall be prorated as of the date of closing; Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax if and as required by the State of Maine.

12. **DUE DILIGENCE:** Neither Seller nor Agency makes any warranties regarding the condition, permitted use, or value of Seller's real or personal property, or any representations as to compliance with any federal, state, or municipal codes, including, but not limited to, fire, life safety, electrical, plumbing, and property maintenance. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer, which shall be completed within twenty-one (21) days of approval of this Agreement by the City Council in First Reading:

TYPE OF INVESTIGATION:	YES:	NO:	BUYER RAISES ANY OBJECTION WITHIN:
General Building			days
Chimney			days
Environmental Scan			days
Sewage Disposal			days
Water Quality (including without limitation radon, arsenic, lead, etc.)			days
Water Quantity			days

Air Quality (including without limitation asbestos, radon, etc.)			days
Mold			days
Lead Paint			days
Arsenic-Treated Wood			days
Pests			days
Pool			days
Zoning			days
Habitat			days
Code Conformance			days
Insurance			days
Square Footage			days
Lot size / acreage			days
Coastal Shore Land Septic			days
Other (specify):			days

All investigations will be done by persons chosen and paid for by the Buyer, in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the number of days specified above, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. FINANCING: This Agreement is not subject to Financing.

14. BROKERAGE DISCLOSURE. Buyer and Seller acknowledge they have been advised of the following relationships:

Licensee: Agency: Seller's Agent: Buyer's Agent:

Mike Miller

Coldwell Banker
Soundvest Properties

X

Mike Miller

CBSP

X

Buyers Trust

WAT

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and execution of a Disclosed Dual Agency Consent Agreement.

15. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

16. **MEDIATION:** Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property that is the subject of this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and to pay their respective mediation fees. If a party refuses to participate in mediation, that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

17. **DEFAULT:** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

18. **PRIOR STATEMENTS:** This Agreement sets forth all of the obligations of the parties, and replaces any prior agreement between the parties, either written or oral, relating to the Property. Any prior representations or statements by a party not also set forth herein are not valid or binding upon such party.

19. **HEIRS / ASSIGNS:** This Agreement shall extend to and be obligatory upon the successors and/or assigns of the parties.

20. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

21. **ADDENDA:** [] No; [] Yes - List, and Attach. LEAD PAINT APPENDUM
_____ The Property Disclosure Form
is not an addendum and not part of this Agreement.

22. **SHORELAND ZONE SEPTIC SYSTEM:** Seller represents that the property [] does / [] does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone. Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

23. **EFFECTIVE DATE; NOTICE; MISCELLANEOUS:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, whether oral or in writing. This Agreement is a binding contract when signed by the Buyer and approved, in first reading, by the City Council. Licensee is authorized to fill in the Effective Date on Page 1 hereof, once ascertained. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days

defined as excluding Saturdays, Sundays and any State / Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement and any addenda expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Standard Time on the last day counted.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing. Buyer acknowledges with its signature that Seller is a municipality and that this Agreement is a public record that Seller may be required by the Maine Freedom of Access Act to disclose it, upon request.

25. OTHER CONDITIONS: N/A

26. ACKNOWLEDGMENTS: APPLICABLE LAW. A copy of this Agreement is available to each of the parties and, by signature, receipt of a copy is hereby acknowledged by each party. Each party acknowledges that it has had full opportunity to consult legal counsel regarding any and all matters in this Agreement not fully understood by the party. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services. This is a Maine contract and shall be construed according to the laws of Maine.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is: X 19 Birch Ln WARRIN MAINE 04864

X Mullin 9/15/15
BUYER DATE

BUYER DATE

Subject to approval by the Rockland City Council, Seller agrees to deliver the Property at the price and upon the terms and conditions set forth herein, and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is: City Manager, Rockland City Hall; 270 Pleasant St.; Rockland, ME 04841.

SELLER

DATE

SELLER

DATE

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #20
IN CITY COUNCIL

July 13, 2015

ORDINANCE AMENDMENT Authorizing Quit Claim Deed - Reconveyance 11 Dunton Ave.

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized, on behalf of the City, to issue a municipal quit claim deed to Penny and Alan Dearborn for property located at 11 Dunton Avenue, as shown on Rockland Tax Map #16-A-17, in substantial conformance with the terms, conditions and provisions of the Reconveyance Agreement incorporated herein by reference. If the Dearborns fail to sign the Reconveyance Agreement and comply with its requirements by September 11, 2015, the City Manager is authorized to solicit bids for the sale of said property.

Sponsor: City Council
Originator: City Manager

RECONVEYANCE AGREEMENT
11 Dunton Avenue (Tax Map 16-A-17)

The City of Rockland (the "City") and **Alan W. Dearborn and Penny Dearborn** (collectively, the "Grantee") hereby agree to the City's reconveyance of real property located at **11 Dunton Avenue** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 16, Block A, Lot 17 (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 84, 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 August 10, 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 **October 9, 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 **\$1,457.93 as of March 26, 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): **\$1,602.72**

Subtotal: **\$1,602.72**

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 **estimated** amount of **\$150 (actual amount may vary)**, 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 **June 5, 2015**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

- A. Install operational, hard-wired smoke alarms with battery backup outside and in immediate proximity to each bedroom;
- B. Install operational smoke alarms inside each room used for sleeping purposes;
- C. Install operational carbon monoxide detectors powered by the electrical service in the building within, or in areas giving access to, each bedroom (may be a combined smoke / carbon monoxide detector); and
- D. Prior to the Reconveyance Deadline, submit a plan of correction, including a schedule, acceptable to the Code Enforcement Officer for the correction of the remaining violations noted in the Report of 06/05/15 Inspection;

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 to the City by or on behalf of the Grantee made during the period between the execution of this Agreement and the sale of the Property for taxes, sewer charges, finance charges, insurance coverage, or document preparation to the extent the proceeds of such sale of the Property, less any real estate broker or agent fee or charge, transaction costs, and additional carrying costs incurred by the City, permit.

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

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of September ____, 2015.

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

ALAN W. DEARBORN:

Print: _____

WITNESS:

PENNY DEARBORN:

Print: _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #21

IN CITY COUNCIL

July 13, 2015

ORDINANCE AMENDMENT: Amending Zoning Map at 1 Farwell Drive Rear

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, the Official Zoning Map of the City of Rockland, Maine, be and hereby is amended by rezoning that portion of the parcel located at 1 Farwell Driver Rear (Tax Map #95-A-4) lying between 600 feet and 1,000 feet southerly of Farwell Drive from the Woodland/Wildlife – G Zone to the Commercial-3 Zone.

Sponsor: Mayor Isganitis

Originator: Code Enforcement Officer



Adjust C-3 zone line to follow property line and change to WW-G

Current zone line spanning properties

VonSalter property enlarged

Change from WW-G to C-3 Zone +/- 7.3 ac.

Adjust C-3 zone line to follow property line

Change from WW-G to C-3 Zone +/- 7.3 ac.



**CITY OF
ROCKLAND
KNOX COUNTY
MAINE**

ORDINANCE AMENDMENT #22

Printed: 7/1/2015

1 inch = 400 feet



DISCLAIMER

Tax maps are compiled from aerial photography, existing surveys, deeds, and landowner's descriptions. They are to be used for assessment purposes only, and not for conveyance

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #22
IN CITY COUNCIL**

July 13, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 20 Katahdin Avenue

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Stjuart Bicaj, of 18 Katahdin Avenue, for property located at 20 Katahdin Avenue, as shown on Rockland Tax Map #71-C-9, for \$20,150, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #50

IN CITY COUNCIL

July 13, 2015

ORDER Amending Street Acceptance Order (66-83)

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT Order #66-83, adopted by the Rockland City Council on July 11, 1983, accepting certain streets in the City of Rockland, be amended as follows to correct errors in the descriptions of said streets:

“WHEREAS, the Starr Development, so-called, located off Old County Road, was approved by the City of Rockland prior to the effective date of the current subdivision, and

WHEREAS, under the prior practice, the City was obligated to pave the streets in such developments,

NOW, THEREFORE, Be it Ordered that the City Council does hereby accept the following streets:

Lake View Terrace; from Old County Road northerly some 1196 feet;

Mountain View ~~Drive~~ Extension; from Lake View Terrace easterly some 820 feet to ~~its terminus~~ Pheasant Drive;

Deerfield Lane; from Lake View Terrace ~~easterly~~ westerly to its terminus;

Pheasant Drive; from Lake View Terrace ~~westerly~~ easterly and then ~~easterly~~ southerly ~~returning to Lake View Terrace~~ Mountain View Extension, approximately 1000 feet ~~in the location of~~ Mountain View Drive.”

Sponsor: City Manager

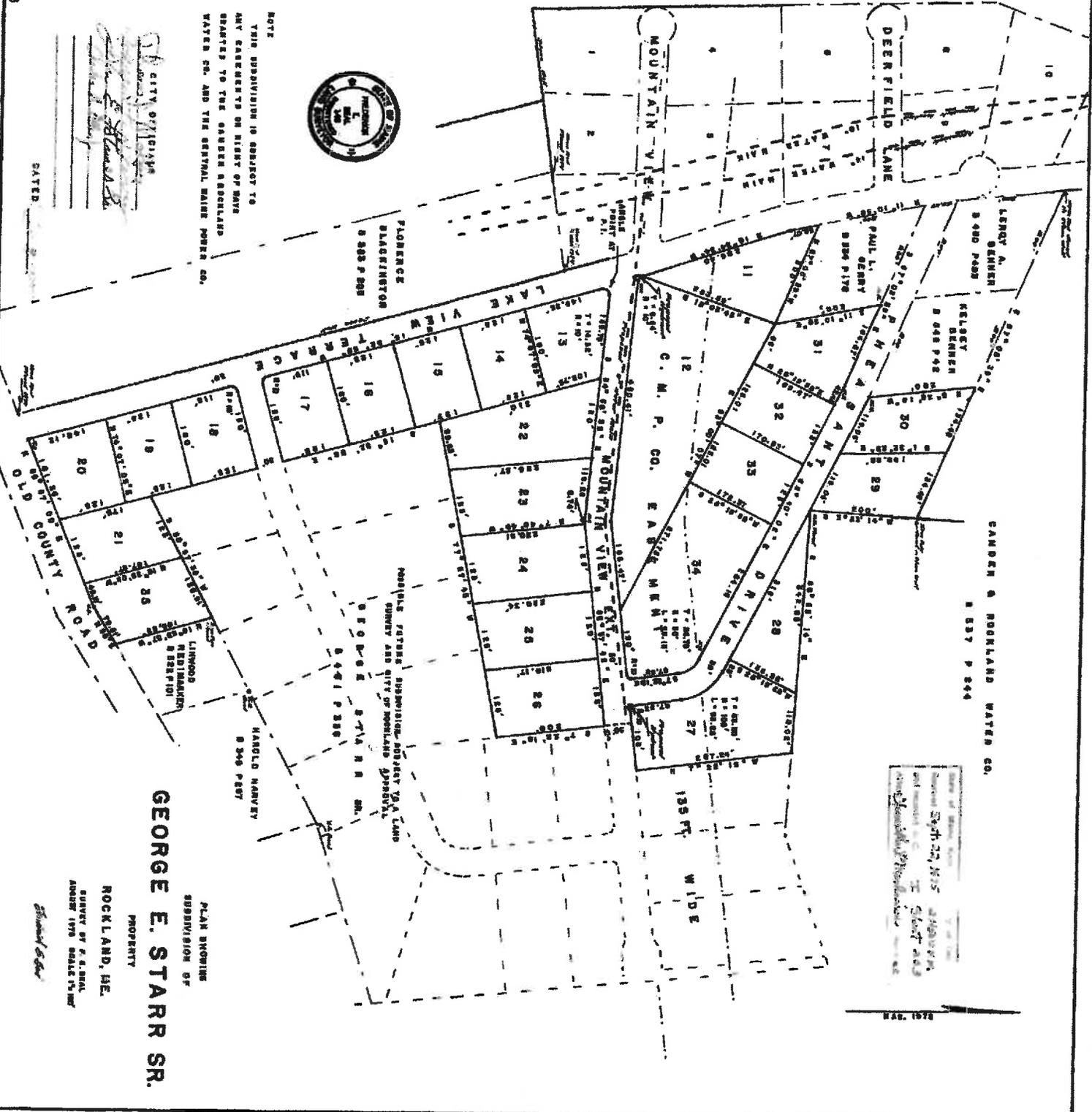
Originator: City Attorney

1929

NOTE
THIS DIVISION IS SUBJECT TO
ANY EASEMENTS OR RIGHT OF WAY
GRANTED TO THE GARDEN ROCKLAND
WATER CO. AND THE CENTRAL MAINE POWER CO.



CITY OF PORTLAND
PLANNING DEPARTMENT
APPROVED
[Signature]
DATED



GARDEN & ROCKLAND WATER CO.
B 537 P 244

Survey of 20th May 1929
and recorded in C. C. 10
of the City of Portland
Maine
[Signature]

PLAN SHOWING
SUBDIVISION OF
GEORGE E. STARR SR.
PROPERTY

ROCKLAND, ME.
SURVEY BY W. E. BELL
JANUARY 1929 SCALE 1" = 100'

[Signature]

CITY OF ROCKLAND, MAINE

ORDER #51

IN CITY COUNCIL

July 13, 2015

ORDER Authorizing Tax Anticipation Note Borrowing

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

VOTED: That, pursuant to Section 5771 of Title 30-A of the Maine Revised Statutes, the Director of Finance is hereby authorized and empowered to borrow money from time to time during the fiscal year ending June 30, 2016, singly or in series, in an amount or amounts not exceeding \$1,500,000 at any one time outstanding, in anticipation of the collection of receipts from taxes, such borrowing to be evidenced by the issuance of the City's tax anticipation notes (the "Notes").

VOTED: That the Notes shall be issued in an amount not to exceed \$1,500,000 and that the interest rate (not to exceed 7.0% per annum), maturities, and denominations for the Notes shall be established by the Director of Finance following his solicitation of bids. Notes, and any extensions, renewals, or replacements thereof, shall be signed by the Director of Finance and countersigned by the Mayor, attested to by the Clerk, and shall be payable on or before June 1, 2016, out of money raised by taxation during the fiscal year ending June 30, 2016, and shall contain such terms and provisions, not inconsistent herewith, and be in such form as shall be approved by the officers and officials signing the same, which approval shall be conclusively evidenced by their execution thereof.

VOTED: That the Director of Finance be, and hereby is authorized to prepare and distribute a Notice of Sale of the City, or other suitable document for use in soliciting bids from financial institutions.

VOTED: That the Director of Finance be and hereby is authorized to designate the Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

VOTED: That the Director of Finance be and hereby is authorized to covenant with the purchaser of the notes, on behalf of the City and for the benefit of the holders of the notes, that the City shall take whatever steps, including filing any reports and rebating any excess earnings, as may be required by federal law, and shall refrain from taking any action, as may be necessary or appropriate to ensure that interest on the notes will remain exempt from federal income taxes.

VOTED: That the officers executing the notes be and hereby are individually authorized to covenant, certify, and agree, on behalf of the City and for the benefit of the holders of the notes, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure

requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

VOTED: That the Director of Finance, Mayor, and Clerk be and hereby are authorized and empowered on behalf of the City to undertake all such acts and things and execute and deliver all such documents and certificates as may be necessary or convenient in connection with the issuance, sale, execution, and delivery of the notes.

VOTED: That if the Director of Finance, Mayor, or Clerk are for any reason unavailable to approve and execute the notes or any related documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself/herself performed such act.

Sponsor: City Manager
Originator: Finance Director

CITY OF ROCKLAND, MAINE

ORDER #52

IN CITY COUNCIL

July 13, 2015

ORDER Setting Due Dates and Interest Rate -- FY 2016 Taxes

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the taxes for the fiscal year ending June 30, 2016 shall be paid in two installments of one half (½) each; and

THAT the due dates for the taxes for the fiscal year ending June 30, 2016 shall be September 25, 2015 for the first installment of such taxes, and March 4, 2016 for the second installment of such taxes; and

THAT the Director of Finance and the Tax Collector are hereby authorized and directed to charge interest at a rate of 7.00% per annum from September 25, 2015 on the first installment of such taxes remaining unpaid after that date, and from March 4, 2016 on the second installment of such taxes remaining unpaid after that date.

Active Tax Club members enrolled prior to October 1, 2015 will have until December 31, 2015 to pay their first installment of taxes before interest would be charged on any unpaid balance, and until June 30, 2016 to pay their second installment of taxes before interest would be charged on any unpaid balance. Tax Club members who have an outstanding balance after those dates shall be charged interest on that balance at the rate of 7.00% per annum retroactive to the applicable due date.

Sponsor: City Council

Originator: Tax Collector

CITY OF ROCKLAND, MAINE

ORDER #53

IN CITY COUNCIL

July 13, 2015

ORDER Authorizing Expenditure of Funds -- Tillson Area TIF Funds

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized expend \$30,000 from the FY 2016 Downtown TIF District funds to support Rockland Main Street Inc. in its efforts to protect and enhance the economic vitality of Downtown Rockland.

Sponsor: City Council

Originator: Rockland Main Street, Inc.



Rockland Main Street, Inc.

1 July 2015

Rockland City Council
Rockland City Hall
270 Pleasant Street
Rockland, Maine 04841

Dear Mayor and Members of the Rockland City Council,

This letter serves as an overview of the Rockland Main Street, Inc., [RMSI], 2014-2015 administrative year, and as a request for the City's annual commitment of financial support in the amount of \$30,000 for Rockland Main Street, Inc.

The past year has seen significant improvements in the way our organization operates, with heightened public communication about the program, reorganization of our four standing committees, an increase in direct outreach efforts to promote economic development, a stronger board of directors, and a focused fundraising effort.

In addition to serving on the City's Economic Development Advisory Committee and the ad hoc Harbor Trail Committee, our executive director is active on the Midcoast Economic Development Professionals Organization and has been appointed to the Legislative Affairs Committee of the Maine Tourism Association.

RMSI acts as a quasi-municipal organization and the executive director works closely with senior city staff and department heads resulting in free and easy communication about matters related to the downtown district, which can help to avoid problems and be part of the solution.

Utilizing the national model of the Main Street Four-Point Approach – Organization, Economic Restructuring, Design, and Promotions, RMSI has increased volunteer involvement, engaged more businesses, and has improved the efficiency of the use of volunteers to enhance the community.

The organization conducted its 2nd annual combined volunteer appreciation and recruitment event in March, at which time our current volunteers were recognized, and more than a dozen new volunteers were engaged.

By the end of the year, an estimated 4,500 volunteer hours will have been expended on behalf of the City of Rockland through programs, projects and committees of RMSI. Based on national research of the in-kind value of volunteer labor in the state of Maine, this volunteer time is equal to an amount in excess of \$90,000.

Continuing professional development for our executive director includes Downtown and Main Street-based educational programs at the state and national levels, which feature workshops focusing on downtown revitalization through economic development, historic preservation, beautification and events.

In the past year, RMSI has donated a total of \$9,000 in Healthy Maine Streets grant funds to the city of Rockland.

The first installment of \$5,000 was used to enhance the value of the Harbor Trail through way-finding signage, Breathe Easy signage, 5 bicycle racks, and a trail-head sign.

The second installment of \$4,000 was used to purchase 18 separate bicycle racks to be installed on Main Street and in the downtown district. As a result of these expenditures, a local Main Street retail shop, Sidecountry Sports, has agreed to donate a unique bicycle rack to the city which brings the total to 24 bicycle racks.

RMSI actively pursues new business and was instrumental in placing an organization and its 25 employees at a Tillson Avenue location. RMSI has also been instrumental in retaining business in the downtown district, including a small music academy that educates both children and adults.

While RMSI cannot take credit for the recovering economy, the organization takes full advantage of the opportunities presented. To that end, the Economic Restructuring committee of RMSI distributed more than 1,700 Downtown Employee Discount Cards to employees at more than 150 downtown businesses and organizations, resulting in new customers and customer loyalty for participating businesses.

With every new business opening, an official ribbon-cutting follows with elected city officials and city staff, representatives from the chamber of commerce, and RMSI staff and board members in attendance. The organization engages and encourages downtown merchants and residents alike to take pride in their place of business and their homes.

This year we launched a social media photo/narrative campaign featuring nine Rockland families who have chosen to reside downtown, or in close proximity to downtown. These families shared their stories, in their own words, promoting the merits of Rockland as their home.

Our Design Committee launched a first time program to encourage shop keepers and others to clean and beautify their storefronts with flowers and greenery. The Downtown Window Box & Sidewalk Garden contest has resulted in renewed interest in, and new color on, Main Street.

RMSI also conducts a regular meeting of downtown stakeholders. Referred to as Morning On Main, this monthly event draws 30-40 or more merchants and others to learn about ongoing city projects and upcoming events, as well as to share information about their specific business.

I would be remiss if I did not mention the many events and programs produced by RMSI, notably, the annual Summer Solstice Celebration & Street Party; coordination of volunteers to hang Christmas Wreath decorations on Main Street; the Festival of Lights weekend and Parade; construction and lighting of the Lobster Trap Tree; the downtown Employee Appreciation Day; the Midcoast Has Talent Variety Show; and the Rockland Has Style & Taste Fashion Show, which brings attention to the many boutiques and restaurants in the city.

All of these events create vibrancy in our downtown, highlight our downtown businesses, and bring thousands of people to Rockland. RMSI events, combined with the three major festivals, ensure "Rockland as a destination", thereby marketing Rockland to future residents and investors.

Downtown districts across the country have been identified as holding the highest tax value per acre. Every effort to sustain and build on the positive aspects of our downtown district means a stronger future for the entire City.

Our executive director has a framed sentiment in his office that reads, *"If we do this right, every small business will want to be located in Downtown Rockland, and everyone else will want to work, play and live here."*

The City of Rockland's continued financial support of RMSI in the 2015-2016 administrative year in the amount of \$30,000 will ensure the continuation of the efforts of revitalization of our downtown district, and will bring us closer to the reality of the above sentiment.

Very truly yours,



ROCKLAND MAIN STREET, INC.
Sierra Dietz, RMSI Board President

cc: City Manager; City Economic & Community Development Director;
RMSI Board of Directors; RMSI Executive Director

Rockland Main Street, Inc.

"Working to Keep Downtown the Heart of the Community"

PO Box 402, Rockland Maine 04841

Located at 417 Main Street # 203 ~ 207.593.6093 ~ rocklanddowntown@gmail.com

Rockland, Maine is a U. S. Coast Guard City and was named a Distinctive Destination in 2010

Member Maine Downtown Center and Maine Development Foundation

501(c)(3)

CITY OF ROCKLAND, MAINE

ORDER #54

IN CITY COUNCIL

July 13, 2015

ORDER Amending Fee Schedule for the Rockland Public Library

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the following Charges and Fees for the Rockland Public Library are hereby amended and adopted as follows:

Late Fees (maximum fine is \$5.00 per item):

Books, audiobooks, magazines, etc	\$.10 \$.15 per day
Children's Books	\$.05 per day
All videos & DVDs	\$1.00 per day

Lost materials:

Full retail cost of the item

Community Room Rental:

- \$10.00 per hour
- \$20.00 if AV Equipment used or food served
- \$65.00 maximum for half-day
- \$135.00 maximum all-day
- \$50.00 (separate) refundable security deposit for AV equipment usage
- \$35.00 (separate) refundable cleaning charge *may* be required when food is served.
- \$30.00 per hour fee if room is scheduled After Hours; availability at the discretion of Library Director

Board Room Rental:

- \$5.00 per hour
- \$10.00 per hour if food is served
- \$50.00 maximum for all day use

Community Room Rental:

- \$15.00 per hour
- \$30.00 if AV Equipment used or food permitted
- \$100.00 maximum for half-day (four hours)
- \$200.00 maximum all-day (up to 8 hours)
- \$50.00 (separate) refundable security deposit for AV equipment usage or when food is permitted
- \$35.00 (separate) refundable cleaning charge *may* be required when food is served or permitted
- \$45.00 per hour fee if room is scheduled outside of regular Library hours; availability at the

discretion of Library Director

Board Room Rental:

\$7.50 per hour

\$15.00 per hour if food is permitted

\$75.00 maximum for all day use (up to 8 hours)]

Library Cards:

~~\$25.00~~ \$45.00 annually, non-residents, non-property owners of Rockland (individual or family) [Proposed TEMPORARY CHANGE, until City Manager, Library Director, and Library Advisory Committee submit recommendation to Council for ratification]

~~\$15.00~~ \$25.00 three-month non-resident card

\$25.00 three-month non-resident card

\$10.00 RSU #13 Student Card/\$20.00 non-RSU #13 Student Card

\$1.00 replacement fee for lost card

Copies:

\$0.15 photocopier

\$0.50 color copies

\$0.25 microfilm printout

\$0.25 computer printout

Fax Service: \$1.75 first page; \$1.00 each additional page (library receives small percentage from vendor; no cost to Library for this service)

Scanning service: \$.10 per page

Notary Services: \$5.00 per document

Genealogy research: \$5.00 fee for obituary/ death notice or news article, for searches taking less than an hour. Patrons will need to provide us with as much citation information or vital dates as possible. If research takes longer than one hour, a fee of \$15/hr will be charged. Fee applies to non-area residents.

The ~~City Librarian~~ Library Director may waive Late Fees and Library Cards if the ~~City Librarian~~ Library Director determines that there is cause therefor, which cause may include, but need not be limited to, excusable neglect justifying waiver of late fee for first offense for a late item, or incapacity to pay. The ~~City Librarian~~ Library Director may reduce or waive a meeting room fee if the Library sponsors or co-sponsors the program.

Sponsor: City Manager

Originator: Library Director

MEMORANDUM

TO: James Chaousis, City Manager, Mayor Isganitis, and Members of City Council
FROM: Amy Levine, Library Director
DATE: July 7, 2015
RE: Library Fee Schedule (Amending & Adopting)

The proposed amendments to the Library Fee Schedule (Order # 54) are under consideration, even though one item, non-resident fees, is listed as temporary.

Library staff have fielded many questions about fee changes, and it seems best to proceed as the majority are ready for adoption.

Most of the proposed amendments to the Library Fee Schedule were mentioned or alluded to during the Library's Budget Workshop. Proposed amendments include raising the room rental fees by 50% this year and increasing the maximums for half- and whole-day rentals; not discussed earlier is the 50% increase of late fees for books (other than Children's), audiobooks, and magazines.

New charges are included for fax service, scanning services (by staff), Notary Services, and fees for genealogy research.

During the discussion of revenue during the Budget Workshop, I included the following: "Non-resident card fees: I recognize the importance of this issue to both the council, and citizen tax payers, and I want to arrive at a fair figure. I propose working with the City Manager and the members of the Library Advisory Committee to establish an equitable fee; this will include going to area towns, and asking that they pay a set fee, for all their residents to have cards. Should this not produce the desired results, a new fee schedule would be determined and the resultant fee proposal would be brought back to the Council to ratify".

As the City Manager, Library Director, and Library Advisory Committee have not yet had the opportunity to advance this process, I've proposed the non-resident fees as shown on Order #54 as a *temporary measure only*, which allows the Library to begin to charge higher fees without delay, and which can be ratified, and further amended by Council once the above-mentioned complete their task.

CITY OF ROCKLAND, MAINE

ORDER #55

IN CITY COUNCIL

July 13, 2015

ORDER Amending Fee Schedule for Emergency Medical Services

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the fee schedule for Emergency Medical Services, adopted by the City Council on April 11, 2011 is hereby amended and adopted as follows:

**EMERGENCY MEDICAL SERVICE
FEE SCHEDULE**

The fees for Emergency Medical Services are as follows:

- BLS Emergency ~~\$420.00~~ \$517.00
- ALS I Emergency ~~\$500.00~~ \$614.00
- ALS II Emergency ~~\$725.00~~ \$888.00
- Mileage ~~\$ 11.00~~ \$ 15.00
- EMT-P or EMT-1 to incident
with no transport/aid ~~\$250.00~~ \$400.00
- EMT-P or EMT-1 to incident
with transport/aid ~~\$275.00~~ \$450.00
- Mutual Aid Ambulance per incident
with no transport ~~\$300.00~~ \$500.00
- Mutual Aid Ambulance per incident
with transport* ~~\$300.00~~ \$500.00
(*Each patient will be billed for transport in accordance with Medicare guidelines)
- First Response to incident
with no patient transport ~~\$250.00~~ \$400.00
- First response to incident
with patient transport ~~\$300.00~~ \$500.00

Sponsor: City Manager
Originator: Acting Fire Chief

CITY OF ROCKLAND, MAINE

ORDER #56

IN CITY COUNCIL

July 13, 2015

ORDER Authorizing expenditure from Downtown TIF to match the Farnsworth Art Museum's contribution to rebuild sidewalks on Elm and Museum Streets.

WHEREAS, the Farnsworth Art Museum has formally agreed to contribute \$65,000 to rebuild sidewalks on Elm and Museum Street; and

WHEREAS, the City of Rockland allocated \$85,000 from the FY16 Downtown TIF as match funding for a Community Development Block Grant Downtown Revitalization Grant; and

WHEREAS, the City of Rockland's application for a Downtown Revitalization Grant was unsuccessful; and

WHEREAS, in order to take advantage of the Farnsworth Art Museum's contribution to rebuilding sidewalks on Elm and Museum Street the City of Rockland must contribute the funding which was originally intended at match to the Downtown Revitalization Grant; and

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

THAT the City Manager or designee is hereby authorized to expend \$85,000 from the Downtown TIF as a matching contribution to the Farnsworth Art Museum to rebuild sidewalks on Elm and Museum Streets.

Sponsor: City Manager

Originator: Mayor Isganitis

CITY OF ROCKLAND, MAINE

ORDER #57

IN CITY COUNCIL

July 13, 2015

ORDER Authorizing adoption of the Rockland Main Street Design Committee Signage Report and expenditure from the Downtown TIF on signage.

WHEREAS, the Rockland Main Street Design Committee worked in partnership with the City of Rockland's Department of Community and Economic Development on a signage plan to direct vehicles and pedestrians to key areas within Rockland; and

WHEREAS, funding from the Downtown TIF has been allocated for signage;

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

THAT the City Council adopt the Rockland Main Street Design Committee Signage Design Recommendations; and

THAT the City Manager or designee is hereby authorized to expend Downtown TIF funds for FY15 and FY16, which are currently allocated for signage, to implement these recommendations; and

THAT the City Manager or designee is hereby authorized to continue implementing these recommendations as funding becomes available.

Sponsor: City Manager
Originator: Community & Economic
Development Director

CITY OF ROCKLAND, MAINE
ORDER #58
IN CITY COUNCIL

July 13, 2015

ORDER Authorizing Collective Bargaining Agreement with Firefighters' Local 1584

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a collective bargaining agreement, in substantial conformance with the attached proposed agreement, with the International Association of Firefighters/AFL-CIO Local 1584, with respect to wages, benefits, and other conditions of employment for Local 1584 members, for Fiscal Years 2016, 2017, and 2018.

Sponsor: City Council
Originator: City Manager

MEMORANDUM

To: Mayor Isganitis and City Councilors

From: James D Chaousis II, City Manager

Date: July 10, 2015

Re: Rockland Professional Firefighters Local 1584 Contract

As we discussed in the strategy executive session regarding union contracts, I presented the two unions with the reformatted health insurance programs. This memo serves to illustrate the rationale, again, as the public inspects the tentative agreement that the City Council and Firefighters union have agreed to. The City Council will entertain acceptance on Monday night. The Teamsters negotiations are still ongoing.

Budget Message

In my budget message to the City Council I explained the budget pressures faced by the City of Rockland regarding property value growth. For the last decade property value growth has outpaced the frugal budget increases at the City.

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%	14.71%	0.39%

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 stagnant. 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.

Health Insurance

The pressure the economy is creating on municipal budgets is immense but the additional pressure of health benefit premium increases is equally daunting. Over the last decade the City has averaged 6% premium increases with annual increases approaching double digits. This is not the employees fault. Premium increases reflect a greater national picture. To put it in perspective, the City of Rockland will pay **\$1,362,635** (13% of the City budget) in premiums for healthcare of public employees. Based on the current plan the City would have to budget **\$80,000** in premium increases to keep pace. That is the equivalent of one full-time employee or 1% budget growth.

MEMORANDUM

City employees, management, and the City Council are exhausted addressing cuts every year to produce a "reasonable" tax rate. The City will not be able to control all of the factors that are causing this budget cut approach, but benefit growth is within our control based on this proposed plan change. Continuing to address the health benefit cost increase through further cost sharing splits and employee layoffs is not in the best interest of the City, or the employees.

If all employees changed to this plan it would save the City \$272,631 in healthcare premiums. The City is prepared to wrap 85% of that savings into the HRA plan provided by Group Dynamics. The rest of the savings is wrapped into the 2% wage increase to all employees. This wage increase is intended to soften the healthcare benefit plan change and the City will enjoy none of the cost savings this year. All employees will see instant reductions in payroll deduction and a 2% raise. In the next two years raises will outpace premium increases.

Reducing the premium from \$1,362,635 to \$1,090,004 will allow the City to avoid \$20,000 in premium increases next year and change the trend line regarding future increases. Research also suggests that employees will only use 17-35% of the HRA reserve. The City will likely not have to replenish **\$152,000** of the HRA costs in year two. ***This would represent a \$252,100 swing in next year's budget based on changing plans.***

I plan to recommend to the City Council, in future years, using savings to create a designated reserve fund to address large increases in health insurance premiums. Predicting what will happen with health insurance after 2016 is concerning. I will also ask to use funds to establish wellness programs to further control costs.

Firefighters and Non Union Personnel

The firefighters union and non-unionized personnel are 50% of our workforce. When this contract is approved by the City Council, the average employee will have an additional \$20 per pay period in their payroll check from reductions in premium costs. Additionally, they will receive a 2% wage increase. Health insurance benefits are similar but structured differently with the HRA component. This is a good deal for the employee.

The total healthcare and wage benefits will easily fit within the recently adopted budget, without adjustment, and providing for 100% funding of the HRA. As the City removed the contingency funds regarding union negotiation, this was imperative. As I stated before, research also suggests that employees will only use 17-35% of the HRA reserve. Therefore, **the City has an opportunity to come in \$66,000 under budget.** A new trend line for healthcare premiums will start 20% lower. This is a good deal for the City.

MEMORANDUM

Conclusion

The budget process was especially painful this year. This situation has been building for years. I can see taxable value being proposed for development soon. When it becomes available we'll be ready. We have a great City to sell to personal and business investors.

I have proposed a plan that will relieve pressure in a different way than other models while maintaining employees and furthering personal healthcare responsibility. The negotiation with the Teamsters union continues but this agreement with the Firefighters union is a demonstration that the City can find innovative ways to structure wages and benefits with union cooperation.

I recommend that the City Council accepts this contract as presented.

ROCKLAND PROFESSIONAL FIREFIGHTERS



LOCAL
1584

Collective Bargaining Agreement

Between

City of Rockland

&

Rockland Professional Firefighters

July 1, 2015 – June 30, 2018

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ARTICLE 1 - PREAMBLE

1.1. This Collective Bargaining Agreement (the "Agreement") by and between the City of Rockland, Maine, hereinafter referred to as the "City," or "Employer," and Local #1584, International Association of Fire Fighters, hereinafter referred to as the "Employee," is entered into and effective as of July 1, 2015. The term "Employees" shall mean full-time fire suppression and emergency medical services employees of the City of Rockland, unless otherwise stated.

1.2. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Employee, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 – RECOGNITION

2.1. Exclusive bargaining agent: The Employer recognizes the Union as the exclusive bargaining agent for all full time Employees of the fire department, excluding the Fire Chief, Assistant Chiefs, secretarial personnel and temporary employees.

2.2. Provisions of agreement: The rights of the Employer and the Employees shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

2.3. Gender: All references to gender within this agreement shall be construed to designate both sexes, and whenever a specific gender is used it shall be construed to include both the masculine and feminine genders.

2.4. Definitions: The Fire Chief, Assistant Chiefs, Lieutenants, and Firefighters shall be known as "Suppression Personnel," and career Emergency Medical Services personnel shall be known as "EMS Personnel" in this document.

ARTICLE 3 – SEPARABILITY

3.1. If any clause, sentence, paragraph or part of this agreement for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement.

ARTICLE 4 – MANAGEMENT RIGHTS / RULES AND REGULATIONS

4.1. Management Rights: Except as expressly provided for in this Agreement, Employer retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the work force.

The city retains the right to discipline, suspend and discharge employees for just cause. For this purpose just cause shall include violations of any applicable law, and the applicable provisions of the City's personnel and workplace rules, regulations, and policies.

In the event the City determines and officially declares, pursuant to Rockland Code, Ch. 2, Art. XXI, Sec. 2-2104(2)(A), that a civil emergency condition exists, including but not limited to riots, civil disorders, severe storms, or similar disasters, the provisions of this Agreement may be suspended during the time of the emergency. All pay provisions would continue.

4.2. Rules and Regulations:

4.2.1. Right to issue: The Employer shall retain the right to issue rules and regulations for the fire service and emergency medical service as provided by law and modified by the provisions herein.

4.2.2. Posting of rules: Any issuance of rules or regulations must be posted thirty (30) days prior to taking effect. During this 30 day grace period, the Employer must grant the Employee representatives an opportunity to discuss the effect of the implementation of said rules or regulations if it so wishes. If after the 30 day grace period has concluded, the Employer has received no written rebuttal to said proposed rules or regulations, it shall be assumed the Union has consented to it.

4.2.3. Rule may be grieved: Any rule or regulation established by the City shall not be inconsistent with the terms of this agreement. Any dispute concerning the establishment of a rule or regulation shall be subject to the Grievance/Arbitration provisions of this agreement.

4.2.4. Exception: This section shall not apply to rules and/or regulations issued due to an emergency situation.

4.2.5. Written suggestions: All Employees shall be permitted to make suggestions regarding departmental rules and/or regulations. Such suggestions shall be submitted to the Fire Chief in writing and a copy thereof transmitted to the Employer. Said suggestions for rules and/or regulations shall be given due consideration and adopted if deemed advisable by the Fire Chief and the Employer.

ARTICLE 5 – UNION SECURITY AND CHECKOFF

5.1. Non-discrimination: All recognized Employees shall have the right to join the Union or refrain from doing so. No Employee shall be favored or discriminated against by either the Employer or the Union because of their membership or non-membership in the Union or their standing therein. The Union recognizes its responsibility as the bargaining agent and agrees to represent all Employees as the bargaining unit without discrimination, interference, restraint, or coercion.

5.2. Financial Responsibility: The Union shall not be held financially responsible for any Employees who elect not to join the Union after seven (7) months of employment, or who discontinue membership in the Union and fail to pay the Union each week an amount equal to eighty percent (80%) of the usual regular dues.

5.3. Representation: If an Employee, who after seven (7) months of employment has chosen not to join the Union (or discontinues his membership in the Union) and fails to pay the Union an amount equal to eighty percent (80%) of the usual and regular dues, elects, at a future point in time, to become a member of the Union, or remit to the Union eighty percent (80%) of the usual and regular dues each week and desires Union representation for a grievance he has filed within ninety (90) days of either becoming a member of the Union or the initiation of continuous weekly payments to the Union equal to eighty percent (80%) of the usual and regular dues, such Employee shall pay thirty dollars (\$30.00) per hour for representation by the Union representatives and sixty dollars (\$60.00) per hour for representation by the Union's attorney. All expenses incurred in the proceedings, including the cost of any arbitrators, will be borne by the Employee.

5.4. Payroll deduction: The Employer agrees to deduct dues and payments to the Union upon written receipt of authorization from Employees who desire such dues and payments to be deducted from their payroll by the Employer. The Employer further agrees promptly to notify the Union, in writing, after any Employee requests that the Employer cease to make such deductions.

5.5. Payment date: The Employer shall forward to the treasurer of the Union such deductions as described in section 5.4 of this article monthly. The payments shall be due, and should be paid in full on or before the fifth of the month following the month in which such deductions were made.

5.6. Indemnity: The Union shall indemnify and save the City harmless against all suits and claims which may arise by reason of action taken in making deductions of said dues and payments and remitting same to the Union pursuant to this article, unless such claim or suit is found to have arisen in substantial part from Employer's violation of this agreement.

ARTICLE 6 – UNION BUSINESS / REPRESENTATIVES

6.1. Bulletin board: The Employer agrees to supply a bulletin board solely for Union use.

6.2. Meeting place: The Employer agrees to provide a meeting place for Employees to conduct Union business and for regularly scheduled monthly meetings.

6.3. Special meetings: The Employer agrees to provide a meeting place for special meetings (subject to the approval of the Fire Chief or the senior on-duty officer in the Chief's absence).

6.4. Time off with pay: An Employee covered by this agreement, who is a member of the Union, shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. In addition, one (1) Union representative shall be allowed time off with pay during his regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week.

6.5. Approved leave: No time off or leave of absence shall be permitted under this article unless the Fire Chief, or the senior acting officer in the Chief's absence, determines there is sufficient manpower available for normal departmental operations.

6.6. Exception: It is understood and agreed that all Employees have productive work to perform and will not leave their jobs during working hours to attend Union matters, except as provided above.

6.7. Substitutions: In the case sufficient manpower is not available as described in sections 6.4 and 6.5 above, then an Employee shall be allowed time off for official Union business, provided such time off be covered by substitutions approved by the Chief and at no additional expense to the Employer.

ARTICLE 7 – SENIORITY AND LAYOFFS

7.1. Seniority: Employees shall have seniority rights, in grade, for the limited purposes set forth in this Agreement. EMS Personnel shall be considered in the same grade as Suppression Personnel, and seniority shall be determined by the hire date of the Employee. Any personnel hired on the same date shall be ranked in seniority by City Employee Number, the lowest number being the most senior.

Unless otherwise defined in the agreement, seniority is defined as an Employee's length of continuous full-time service within the department since their last date of hire including all leave that is mandated by Federal rules, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed by the City) or other breaks in service.

The Employer shall establish a seniority list, which shall be kept current and posted on the bulletin board. A copy of the same shall be given to the secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Fire Department and the Union within thirty (30) days from the date posted, or it shall stand as accepted.

Insofar as may be practicable, seniority shall prevail in regard to the following:

- 7.1.1. Vacations, except that the rank Lieutenant will have first choice among the bargaining unit for one vacation period (up to 144 hours).

7.2. Layoffs: In the case the City decides to reduce personnel, then the Employee with the least seniority shall be laid off first. The Employee with the most seniority shall be rehired first; given the opportunity to return to work and no new Employees shall be hired until all laid off Employees have been given an opportunity to return to work, provided, however, that enough of them are qualified to fill the vacant position, or positions.

ARTICLE 8 – PROMOTIONS

8.1. City Ordinance: As per City Ordinance, Ch. 2, Administration, Art. XII, Personnel, Sec. 2-1220, Promotions.

8.2. Job Posting: At such time as a promotional position is in need of being filled, a notice shall be posted which shall including the following:

- 8.2.1. The method of obtaining an application;
- 8.2.2. The date until which applications shall be received;
- 8.2.3. A job description of the vacant post; and
- 8.2.4. The eligibility requirements of the vacant position.

8.3. Materials; Schedule: The Employer shall prepare and post a reading list of materials from which questions for testing for vacant positions shall be drawn. Employer may amend said reading list, but shall not add more than one book to the reading list in any six month period, nor examine applicants on new materials until at least six months after adding the new materials. All applicants who meet the eligibility requirements shall be provided with the date and location for which the written exam has been scheduled.

8.4. Promotion Board composition: In the case of Fire Department promotions, the Promotion Board shall consist of the Chairman of the Personnel Advisory Board or other Personnel Advisory Board member designated by the Chairman to serve in this capacity, the Chief and an Assistant Chief of the Department, and one command rank official from a community other than Rockland.

8.5. Oral Exam: The applicants with the five (5) highest test scores over 70 shall be scheduled for an oral exam before the promotion board.

8.6. Promotional Board Recommendation: The Promotion Board shall submit up to three (3) of the certified candidates, as ranked by the Promotion Board, to the Personnel Director.

8.7. Personnel Director Decision: The Personnel Director may interview each of the candidates in order of ranking. Should the Personnel Director find a candidate to be

acceptable, no further interviews shall be necessary and the candidate may be appointed by the Personnel Director.

8.8. Notification: All applicants shall be notified by letter as to their personal success as an applicant or candidate.

8.9. EMS Personnel are not eligible for Suppression Personnel promotions.

ARTICLE 9 – EVALUATION PROCEDURE

9.1. Evaluations shall be performed on all Employees annually.

9.2. Evaluations for Suppression Personnel shall be performed by each person's immediate superiors (i.e., Firefighters by Lieutenants, Lieutenants by the Assistant Chiefs). EMS Personnel shall have their performance evaluations conducted by the Fire Chief in consultation with the Assistant Fire Chiefs.

9.3. Firefighters shall be evaluated by their shift Lieutenant in consultation with the shift Assistant Chief, and Lieutenants by their shift Assistant Chief in consultation with the Fire Chief.

9.4. The Chief reserves the right to review and make comments on all Employee evaluations.

9.5. The evaluators will schedule individual meetings with the Firefighters they evaluate, at which time they will supply each Firefighter with a copy of his/her evaluation and discuss the evaluation with the Firefighter. The Firefighter will be encouraged to make comments either written or orally, and to then sign the evaluation.

9.6. If specific negative reports or language are included in an evaluation, specific goals for improvement will be discussed with the Employee, and specific measurable benchmarking will be included for consideration in the next evaluation, whenever possible.

9.7. The Lieutenants' evaluations shall be similar to the process described in part 9.5 of this Article, except that the evaluations shall be performed by the Lieutenant's shift Assistant Chief. All other parts of this Article shall be applicable.

9.8. The Employer shall keep a copy of each Employee evaluation in the Employee's personnel file.

ARTICLE 10 – CLOTHING AND BEDDING

10.1. Work Uniforms: Work uniforms will be blue and will meet or exceed the most current edition of NFPA 1975 Standard for Station Uniforms for Firefighters. Employees agree that this will be the only type of work uniform permitted. Four (4) sets of uniforms

shall be issued to each new Employee when hired and these four sets of uniforms shall be maintained and replaced if they are accidentally damaged in the line of duty as prescribed by the Chief. EMS Personnel shall wear the same uniform as Suppression Personnel.

10.2. Protective Equipment: Protective equipment will be provided to all Suppression personnel, which shall comply with state law and meet or exceed ANSI, NIOSH, and NFPA standards. EMS Personnel shall be issued protective turnout style gear, helmet, and gloves, however this gear need not be listed for structural firefighting. EMS Personnel that are certified by the Chief of Department to work suppression duties shall also be issued appropriate structural firefighting turnout gear.

10.3. Bedding: The Employer agrees to furnish the Fire Department with beds, blankets, sheets, and pillow cases as needed, and to be responsible for cleaning the same. These items are to be stored separately from the linens and blankets in service for the ambulance use. EMS Personnel shall be provided a bed and locker in an appropriate room for use as needed.

10.4. Kitchen Supplies: The Employer agrees to furnish the Fire Department with all kitchen supplies and equipment as determined by the Chief and approved by the City Manager (food excepted).

10.5. Uniforms:

- 10.5.1. The Employer agrees to provide the following:

2 winter shirts	1 nomex hood	2 badges
2 summer shirts	1 three season jacket	1 fire helmet
2 sets collar brass	1 pr. fire boots	1 bunker pants
2 pr. fire gloves	1 pr. work shoes	2 name tags
1 fire coat	EMS jacket	1 "Job" shirt in the fall
1 pr. work boots	4 pairs of pants	

The Employer shall provide (2) 100% cotton "T" shirts in the fall and in the spring. They will have "Rockland Fire/EMS Department" and/or optionally assigned company somewhere on the shirt.

- 10.5.2. Personal protective equipment: The Employee shall be permitted to purchase personal protective equipment, including "New Yorker" style helmets, for use in performing his/her duties so long as it meets NFPA guidelines and is approved by the Fire Chief as to compliance, color, features, etc.
- 10.5.3. Annual reimbursement: Employee shall, after Fire Chief approval, be eligible for an annual \$110.00 reimbursement. This reimbursement is for equipment the Employee may purchase and does not include the uniforms, equipment and protective equipment the City must furnish.

10.6. Item replacement: All items in section 10.5.1 will be replaced on an as needed basis as determined by the Fire Chief and when such items are turned in for inspection or claimed to be lost in the line of duty.

10.7. Shoes and boots: The quality of work shoes and leather boots will be agreed upon by the Employer and the Employees.

10.8. Employer responsibility: The Employer shall bear the cost of cleaning and replacement of any personal clothing or any other personal items lost, stolen, damaged or destroyed due to unusual circumstances which occur while the Employee is performing in the line of duty, subject to the following limitations. Employer's cost for replacing boots, helmets and other clothing and gear shall be limited to the Employer's own usual and ordinary expense for the item, irrespective of the cost to Employee, or if not an item supplied or purchased by the Employer to the cost for a functional substitute, irrespective of the premium quality or model of the item actually damaged. Employer shall not be responsible for repairing or replacing personal cell or smart phones, unless Employee is explicitly required by Employer to use such personal phone for work purposes, in which instance the Employer's cost shall be limited to the cost for a functional substitute irrespective of the premium quality or model of the damaged phone.

ARTICLE 11 – DUTIES

11.1. Suppression Personnel duties: Protection of life and property, control and extinguishment of fires, fire prevention, training, minor maintenance of fire equipment and apparatus, the daily routine of fire station upkeep, and ambulance service, according to the City of Rockland, State of Maine.

11.2. EMS Personnel duties: Shall include, but is not limited to EMS calls within the City of Rockland; EMS response to fire and other emergency calls requiring EMS within both the primary and secondary response areas; Station duties, including cleaning and maintenance of the EMS apparatus and the quarters; EMS billing preparation; EMS paperwork and reporting; EMS licensure tracking; HIPPA (Privacy Law) compliance; Infection control assistance; initial accountability recorder at structural fires and other emergency incidents; and Fireground duties, commensurate with the level of training.

11.3. Other and Outside Work: Within their knowledge, skills and aptitudes, Employees shall also perform "outside duties" in this and other City departments under the following limitations and conditions.

- 11.3.1. They shall not be assigned to work in another City department, when such assignment would displace Employees in such other department.
- 11.3.2. They shall not be assigned to "other duties" when same would neglect duties in Section 11.1 above.
- 11.3.3. Such "outside duties" shall not be assigned to industrial or major construction projects.

- 11.3.4. When performing work under section 11.3, Employees shall be paid in place of their regular firefighter pay as follows: the average hourly rate for building construction (SIC 15) categories as contained in bulletin BLS for the previous year of Maine Department of Labor (Bureau of Labor Standard - Research and Statistics Division) for Maine Construction Wage Rates. The Electrician shall be paid at the same rate as the Mechanic. In the case of overtime, the firefighter shall receive the greater of the firefighter rate at time and one half (1 1/2) of the straight rate for the building construction categories.
- 11.3.5. Lawn care and garbage disposal shall be performed by others.

ARTICLE 12 – COURT DUTY

12.1. Compensation jury duty: Any Employee of the Fire Department who is called to serve on the jury shall be paid the difference of his jury pay and his regular pay by the Employer, unless the jury duty pay exceeds his regular pay.

12.2. Compensation witness: Any Employee obeying a subpoena for a criminal matter which is job related shall be paid the difference in his pay while he is legally required to be present in court, when his presence is not required, he shall work his regular duty shift.

12.3. Call back: Any Employee, who as a result of an occurrence that took place at any given time, while acting in official capacity, is subpoenaed to court on his scheduled day off, shall be compensated as described in Article 32, Call Back.

12.4. Uncompensated witness: No Employee shall receive compensation in this article if the City is taking legal action against that Employee and the reason for the subpoena is relative to the legal action the City is taking against the Employee.

ARTICLE 13 – INDEMNIFICATION

13.1. Indemnification: The Employer agrees to provide liability insurance for its Employees and to indemnify its Employees, subject to the limitations and requirements of the Maine Tort Claims Act and pursuant to Council Order #161 dated 5 November, 1985 as attached in **Appendix A**.

ARTICLE 14 – WORK SCHEDULE

14.1. Suppression Personnel Work Schedule: The work schedule will be as follows: twenty four (24) hours on duty and forty eight (48) hours off duty, with an average of fifty six (56) hours per week.

14.2. EMS Personnel Work Schedule: EMS Personnel shall work forty two (42) hours per week under a schedule established by Employer. Employer may alter such work schedule, provided that schedule alterations within fourteen days of such alteration shall be mandatory only if acceptable to the affected Employee(s).

ARTICLE 15 – SUBSTITUTION

15.1. **Permission from Officer:** The right to substitute at any time, for the convenience of the Employee, may be permitted; provided, however, that permission to substitute on any shift shall be obtained from the officers affected by the substitution.

15.2. **Written agreement:** All substitutions will be a written agreement signed by the Employees involved and their respective shift officers. TBA shift swaps must be repaid within one year; after one year, the shift swap must be repaid on the next available duty date.

15.3. **Exception:** Statements for substitutions shall be made out forty eight (48) hours in advance, unless given special permission by the Chief or the Senior Acting Officer in the Chief's absence.

15.4. **Non-report:** Non-reporting for duty in reference to a swap will be charged to the individual who was to report to duty per the swap document in the same manner as Employees are now charged for non-reporting.

15.5. **EMS Personnel and Suppression Personnel** may swap time provided there is a minimum of three suppression personnel on duty and the EMS Personnel requesting the swap has been certified by the Chief of Department to temporarily fill a suppression position. Employees shall not become entitled to overtime pay or earn compensatory time by swapping time, but shall remain eligible for overtime or comp time if available.

ARTICLE 16 – BEREAVEMENT

16.1. **Suppression Personnel:** Suppression Personnel shall be entitled to bereavement leave for the purpose of attending the funeral and assisting with family arrangements, with pay and at no charge to sick or annual leave, as follows:

- 16.1.1. **Immediate Family Members:** Two work days (48 hours) shall be allowed to an Employee in the event of the death of the Employee's spouse, domestic partner, child, mother, father, brother, sister, or other member of the Employee's immediate household.
- 16.1.2. **Extended Family Members:** One work day (24 hours) shall be allowed to an Employee in the event of the death of the Employee's grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law.
- 16.1.3. **Extended leave:** In addition, the Chief or Senior Acting Officer, in the Chief's absence, may grant consideration where distance or unusual circumstances are a factor, and this shall not effect sick or annual leave.

16.2. **EMS Personnel:** EMS Personnel shall be entitled to bereavement leave for the purpose of attending the funeral and assisting with family arrangements, with pay and at no charge to sick or annual leave, as follows:

- 16.2.1. Immediate Family Members: Three (3) work days In the event of the death of an Employee's spouse, domestic partner, child, mother, father, brother, sister, or other member of the Employee's immediate household .
- 16.2.2 Extended Family Members: One (1) work day in the event of the death of the Employee's grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law.

ARTICLE 17 – MILITARY LEAVE

17.1. Compensation: Any recognized Employee who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year. The amount of this compensation shall be the difference between his base military pay and his regular weekly wages as an Employee of the City. If the Employee's compensation by the military is equal to or greater than his regular weekly wages, no additional City payment will be made.

17.2. Notice: All Employees who take military leave, in accordance with this article, shall notify the Chief at least two (2) weeks prior to the date they will be required to depart, unless they are given less than two (2) weeks' notice, in which case they shall notify the Chief as soon as possible.

17.3. Vacation: The use of this military leave will not be the basis for the unreasonable denial of another Employee's right to the use of his vacation privilege within the same time period.

ARTICLE 18 – SICK LEAVE

18.1. Accumulation:

- 18.1.1. Suppression Personnel: Sick leave shall be accrued at the rate of one (1) day, 24 hours, for each full calendar month of employment.
- 18.1.2. EMS Personnel: Sick leave shall be accrued at the rate of one(1) day, 12 hours, for each full calendar month of employment.

18.2. Accumulation maximum:

- 18.2.1. Suppression Personnel: Sick leave may be accumulated to a maximum of one hundred thirty two (132) days, or 3,168 hours.
- 18.2.2. EMS Personnel: Sick leave may be accumulated to a maximum of one hundred and thirty-two (132) days, or 1,584 hours.

18.3. Hourly increments: Sick leave is to be used as per other City Employees, one (1) for one (1). Sick leave may be taken in hourly increments.

18.4. Illness or injury: Sick leave shall be granted for personal illness or injury which renders the Employee unable to perform the duties of his employment.

18.5. Family members:

- 18.5.1. Suppression Personnel: Up to two (2) consecutive work days, 48 hours, shall be granted for attendance to immediate family members whose illness or injury requires the care of that Employee. This two day leave shall not be granted more than twice annually.
- 18.5.2. EMS Personnel: Up to two (2) consecutive work days, 24 hours, shall be granted for attendance to immediate family members whose illness or injury requires the care of that Employee. This two day leave shall not be granted more than twice annually.

18.6. Notice: The Employee shall notify the senior officer on duty prior to the start of the shift. (City agrees to comply with HIPPA regulations).

18.7. Physical certification: The Chief or City Manager may require a physician's certificate for the following reasons:

- (a) Upon the use of a second consecutive sick day.
- (b) Absences in any twelve (12) month period totaling ten days or more where the Chief or the City Manager, after discussing the situation with the Employee, is not satisfied that the absenteeism is justified.
- (c) Engagement in other employment or social activity when using a sick day, or on either off day between two sick days.
- (d) When a pattern exists which indicates the abuse of sick leave benefits.

• 18.7.1. The physician's bill for such a certificate will be paid for by the Employer if the physician certifies that the Employee was at the time of use of sick leave unable to perform his duties. If the physician does not so certify, the Employee shall be subject to punitive action and be responsible for the bill.

• 18.7.2 Employees whose absenteeism exceeds twelve (12) days per year shall be reviewed as to their physical fitness to perform their duties and may, at the Employer's expense, be required to pass a physical examination and be certified as physically fit to do their job by a physician mutually agreed upon, who must consult with the Employee's physician. Excessive absenteeism, when unjustified, will be cause for progressive discipline and, if uncorrected, may lead to dismissal.

18.8. Conversion to pay:

- 18.8.1. Suppression Personnel: If an Employee uses no sick leave between July 1 and October 31, the Employee shall receive eighteen (18) hours pay. If an Employee uses no sick leave between November 1 and February 28, the Employee shall receive 18 hours pay. If an Employee uses no sick leave between March 1 and June 30, the Employee shall receive 18 hours pay. It is the responsibility of the individual to request the day's pay. During the same periods, if an Employee uses no more than one (1) sick day, the Employee shall receive nine (9) hours of pay.

- 18.8.2. EMS Personnel: If an Employee uses no sick leave between July 1 and October 31, the Employee shall receive nine (9) hours pay. If an Employee uses no sick leave between November 1 and February 28, the Employee shall receive nine (9) hours pay. If an Employee uses no sick leave between March 1 and June 30, the Employee shall receive nine (9) hours pay. It is the responsibility of the individual to request the day's pay. During the same periods, if an Employee uses not more than two (2) sick days, the Employee shall receive four and one-half (4.5) hours of pay.

18.9. Pool: There shall be a sick leave pool developed. This pool will accumulate time from the personnel who have accumulated their maximum amount of sick leave allowable. Further, anyone who would like to donate sick leave to another person, if the pool is depleted, shall be allowed to do so.

18.10. Report: The Employee will be provided with a report of sick leave and vacation leave on his or her pay stub.

18.11. Travel: Sick leave may not be granted to an Employee who is away from home, unless the reason for such absence is travel or delay in returning home occasioned by seeking medical care. All employees are expected to remain at home to recover while utilizing sick time, except for travel necessary to seek evaluation, care, medications, or necessities.

ARTICLE 19 - UNUSED SICK LEAVE

19.1. Retirement: When an Employee retires, and if he is immediately eligible for retirement benefits under the Maine State Retirement System, that Employee shall be entitled to receive an amount equal to his wages at the time of such retirement of one-half (1/2) the number of days of unused sick leave to a maximum of sixty-six (66) days. An Employee shall notify the City Manager by November 1 of the year prior to retirement. If no notification, payment may be withheld until the following budget year. This does not apply if the Employee retires for medical reasons.

19.2. Death: In the event of the death of an Employee before retirement, 100% of that Employee's accrued sick leave shall be paid to the Employee's estate (based upon the Employee's wages at the time of death).

19.3. Good standing: If an Employee voluntarily leaves employment with a two (2) week written notice in advance of the last day worked, one half (1/2) of the accumulated unused sick leave shall be paid to them upon termination.

19.4. Separation, Non-Employment Related Injury: If an Employee terminates employment due to permanent non-employment related injury or medical disability which permanently prevents him from continuing his employment, then upon termination of employment he shall be paid one-half (1/2) of the number of days that he has accumulated.

19.5. Family Medical Leave Act: The Family Medical Leave Act of 1993 entitles eligible Employees to take up to twelve (12) weeks of unpaid protected leave each year for specified family and medical reasons. Specific examples include the birth or placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or to take medical leave when the Employee is unable to work because of a serious health condition.

(See Family and Medical Leave Act of 1993 for detailed provisions)

ARTICLE 20 – PENSION

20.1. Vested: Employees will be entitled to retire after twenty five (25) years of accumulated municipal service at two thirds (2/3) pay without regard to age. Employees who are eligible for military credits under the provision of the State of Maine Retirement System will be authorized to purchase these credits upon confirmation of eligibility.

20.2. Yearly increase: The Employer agrees to provide the Employees who have retired under the Maine State Retirement System an annual cost of living increase.

ARTICLE 21 – WORKERS' COMPENSATION

21.0. Applicable Law: The entitlement to and payment of workers compensation benefits is governed by Maine law, in Title 39-A of the Maine Revised Statutes. The provisions of Title 39-A, as interpreted by the Law Court, shall prevail if inconsistent with any of the provisions of this Article.

21.1. Wages and benefits: In the event that an Employee suffers an injury in the course of his employment and therefore qualifies for Workers' Compensation the Employee will continue to receive from the City his normal base wage and benefits for a period of time not to exceed twelve (12) months that the Employee is not able to work because of such injury.

21.2. Retained wages: Benefits paid by Employer's Workers' Compensation insurer to an Employee with a work-related injury, up to and including the equivalent of the wages paid to the Employee for the same time period, will immediately be paid by such injured Employee to the City, provided that any The amount by which the Workers' Compensation benefits paid to the Employee exceed the Employee's normal wages paid by the City will be retained by the Employee in accordance with Workers' Compensation Law.

21.3. Employee's choice: An Employee who wishes to receive and retain Workers' Compensation benefits directly from the City's Workers' Compensation insurer rather than as outlined in the preceding paragraph may do so in lieu of receiving their normal base wage.

21.4. City wages end: If the Employee continues to be unable to work after the twelve 12 month period, the Employee will receive the appropriate Workers' Compensation benefits directly until the Employee returns to work or ceases employment status.

21.5. Certification, fitness for duty: At any time after 60 days on Workers' Compensation benefits the Employer may require certification from the Employee's physician as to the expected date of return to full duty. The Employee shall supply this certification within thirty (30) days or may be terminated.

21.6. Settlement: Employee settlements with a third-party, such third-party's insurer, or Employee's or the City's uninsured motorist coverage insurer, for compensation for bodily injury sustained by the Employee as a result of such third-party's negligence or other fault and arising out of and in the course of Employee's employment by the City shall be subject to the provisions of 39-A M.R.S. § 107. Employee shall not be liable to the City for more than the amount of settlement.

21.7. Retirement allowance: In any case where an Employee recognized by this agreement retires under the Maine State Retirement System on a regular or disability retirement allowance, and the Employee's three highest years of earnings include Workers' Compensation benefits, the City shall certify the amount of Workers' Compensation benefits paid to that Employee in writing to the Maine State Retirement System. The affected Employee shall have the opportunity to pay the appropriate percentage payment based upon the Workers' Compensation benefits received and have the creditable service counted towards his retirement.

21.8. Quarantine: Contagious and Communicable Diseases:

- 21.8.1. Employees undergoing enforced quarantine arising from a work-related exposure or risk and established by a State or local health official (including, but not limited to, an authorized medical director or physician at Penobscot Bay Medical Center) shall not be charged to annual sick leave or vacation leave. Employees shall receive their regular pay while in quarantine.

- 21.8.2. Tests: Any testing recommended by a qualified physician due to a potential, work-related exposure to a disease shall be paid for by the City.

ARTICLE 22 – GRIEVANCE COMMITTEE / PROCEDURE

22.1. Election: The Grievance Committee shall be a permanent standing committee of the Association, whose membership shall be composed of such persons as may be elected by the Association, provided that they have been permanent members of the department for at least two (2) years. The Association shall promptly notify the Chief of the membership of said Committee and any changes therein.

22.2. Grievance Process:

- Step 1: An aggrieved firefighter shall present a grievance in writing within thirty (30) days of its occurrence to the President of the Association who shall submit same to the Grievance Committee.
- Step 2: The Grievance Committee shall investigate all grievances submitted and shall make every effort to resolve the grievance in a just and peaceful way.
- Step 3: Within thirty (30) days, the Committee shall:
- (a) Dismiss the grievance in writing, or
 - (b) Submit the grievance in writing to the Chief. The Chief shall render a decision in writing within five (5) working days to the Chairperson of the Grievance Committee.
- Step 4: If the decision of the Chief is not satisfactory to the Grievance Committee, the Grievance Committee may within ten (10) days of the Chief's decision file an appeal in writing to the City Manager. The City Manager shall conduct a hearing within ten (10) working days, which may be tape recorded at the request of either party and thereafter the City Manager shall respond in writing within ten working (10) days.
- Step 5: If the decision of the City Manager is not satisfactory to the Grievance Committee, the Grievance Committee may file a Notice of Intent to Arbitrate within fifteen (15) days.

ARTICLE 23 – ARBITRATION

23.1. Contract arbitration: Contract arbitration shall be in accordance with Title 26, Chapter 9-A, of the Maine Revised Statutes as amended and arbitration under the grievance clause shall be as follows:

- 23.1.1. Grievance: In the event that the Rockland Professional Firefighters Association and the City are unable to resolve the issue or issues of a grievance, then the same shall be submitted to arbitration.
- 23.1.2. Arbitration Board Composition: The Rockland Professional Firefighters Association and the Corporate authority shall make a written application to the Maine Board of Arbitration and Conciliation requesting that they appoint three (3) impartial arbitrators who are citizens of Maine and domiciled in Maine to hear the issues of grievance and that a unanimous decision of said three (3) arbitrators shall be final and binding upon all parties.

- 23.1.3. Costs shared equally: Fees and necessary expenses of arbitration shall be borne equally by the Rockland Professional Firefighters Association and the City.

ARTICLE 24 – PRIOR PRACTICE

24.1. Prior practice: Nothing in this agreement shall be construed as abridging any right or benefit that the Employees enjoyed heretofore unless it is specifically superseded by a provision of this agreement, or unless said benefit is changed by mutual consent.

24.2. Conflict With Rules: Prior practice rights under Sec. 24.1 are not available where the prior practice is inconsistent with a properly adopted rule, regulation, ordinance, or applicable law.

ARTICLE 25 – PHYSICAL FITNESS

25.1. Policy: The Employees agree to a reasonable physical fitness program policy, participation in which shall be subject to the provisions of Title 39-A, Maine Revised Statutes, and the grievance procedure established in this Agreement.

25.2. Physical Agility Requirements: All Rockland Fire Department employees, inclusive of career and call division personnel, hired after July 1, 2006, shall be subject to physical fitness/agility testing deemed appropriate for the requirements of the performance of the job for which they are to be hired. Additionally, said employees shall be subject to periodic testing and compliance throughout their employment with the Department. The details of these programs, including the composition of the pre-employment and on-going testing, intervals for on-going testing, assistance in meeting the on-going testing requirements, as well as sanctions for not meeting the on-going requirements shall be determined by the Labor Management Committee and approved by the City's Personnel Director. The programs developed shall be in accordance with any and all applicable state and federal laws and regulations.

ARTICLE 26 – PROBATION

26.1. One year: Appointments to all positions, in the first instance, shall be for a probationary period of one (1) year.

26.2. Union membership: New Employees will not be eligible for Union membership until they have been employed for six (6) months.

26.3. Dismissal: Probationary Employees during their first year of employment with the department may be dismissed by the City without cause during the first six months, and with cause without a prior disciplinary action in months seven through twelve of employment.

ARTICLE 27 – RESIDENCY

27.1. Radius: Employees shall reside within the boundaries of Knox County.

27.2. Island prohibited: The permitted residency radius shall include no island.

27.3. Probationary Employees: Probationary Employees who do not reside within the residency radius at the time of their (later successful) application for employment are excused from the residency radius requirements imposed under this Article in their first eighteen (18) months of employment with the department.

27.4. [Reserved.]

27.5. Waiver. Only the City Manager shall be empowered to grant a waiver of the requirements or time limitations imposed by this Agreement, pursuant to Rockland Code, Ch. 2, Art. XII, Sec. 2-1207).

ARTICLE 28 – DISCIPLINARY PROCEDURES

28.1. Written notice: Except as provided in Article 26 of this Agreement, all suspensions and discharges shall be for a just cause (including but not limited to violation of any rules adopted as provided in this agreement) and written notice of the reason for discharge or suspension shall be stated and given to the Employee affected within five (5) days after the effective date of such disciplinary action.

28.2. Grievance procedure: All disciplinary procedures (except against probationary Employees in their first year of employment with the department) shall be subject to the grievance procedures if the Employee or Union feels the action is not lawful, or not justified under the Rockland Code or Department Rules or Regulations.

ARTICLE 29 – VACATIONS

29.1. One To Five Years' Service. Employees shall be entitled to paid vacation after one (1) year of continuous employment in the Department as follows:

29.1.1. Suppression Personnel: One hundred forty-four (144) hours;

29.1.2. EMS Personnel: Eighty-four (84) hours.

29.2. Five To Ten Years' Service. Employees shall be entitled to paid vacation after five (5) years of continuous employment in the Department as follows:

29.2.1. Suppression Personnel: Two hundred sixteen (216) hours;

29.2.2. EMS Personnel: One Hundred Twenty-Six (126) hours.

29.3. Ten To Twenty Years' Service. Employees shall be entitled to paid vacation after ten (10) years of continuous employment in the Department as follows:

29.3.1. Suppression Personnel: Two hundred eighty-eight (288) hours;

29.3.2. EMS Personnel: One Hundred Sixty Eight (168) hours.

29.4. Twenty Or More Years' Service. Employees shall be entitled to paid vacation after twenty (20) years of continuous employment in the Department as follows:

29.4.1. Suppression Personnel: Three hundred sixty (360) hours;

29.4.2. EMS Personnel: Two Hundred Ten (210) hours.

29.5. Carry over: Vacation may be accumulated up to twice the amount of vacation that an individual is entitled to receive in one (1) year, to a maximum of 576 hours accumulated, provided that the Fire Chief's consent shall be required for any Employee to use more than four weeks of accumulated vacation time consecutively.

29.6. Holidays; Maximum Per Shift: In the event an Employee takes a vacation in a full week increment that includes a holiday, the Employee shall be allotted an extra day. No more than two (2) Employees may schedule and take vacation per shift at one time. Vacations shall be reserved by Employees on a schedule to be posted January 1st of each year. An extra duty day in a week will not be the basis for denying a vacation week to another Employee.

29.7. Notice: Vacation days must be taken in daily or weekly increments. Employees must give forty eight (48) hours' notice or be given special permission by the Chief or Senior Acting Officer if the Chief is not available. No more than two individuals per shift may take a vacation day on any one given day.

29.8. No penalty: If a Fire Suppression Employee takes a full week's worth of vacation during a week in which he/she is scheduled to work two days, only those number of hours shall be deducted from the Employee's vacation time allotment.

29.9. Parity: Should the City Ordinance be amended during the life of this agreement to provide more vacation benefits than are stated herein, then such improvements shall automatically become effective for the Employees covered by this agreement.

29.10. Probation: In the event of dismissal of an Employee for cause, or if an Employee voluntarily leaves his employment, said Employee shall be entitled to vacation pay prorated on credits earned in the calendar year in which the Employee is dismissed or voluntarily leaves.

29.11. Good standing: Employees who are separated in good standing, or retire from this department and who have accrued vacation time to their credit at the time of such separation or retirement, shall be paid the wages equivalent to the accrued vacation, provided the Employee submits a written notice fourteen (14) days in advance of his last day of actual work.

29.12. All Personnel shall be considered to be on vacation commencing at the time they leave their scheduled shift until their return for their next scheduled shift.

29.13. Lateral transfers between Suppression Personnel and EMS Personnel shall result in the Employee's accrued vacation time being applied to the position to which he or she is transferring.

ARTICLE 30 – HOLIDAYS

30.1. Holidays: The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Personal Day
Independence Day	Christmas Day

30.2. Pay: Said holidays shall be termed as paid holidays for Employees and they shall receive in addition to their regular pay, eighteen (18) hours pay for Suppression Personnel and 9 hours pay for EMS Personnel for each holiday, said holiday to be paid to the Employees in the pay period covering the week in which the holiday occurred.

30.3. Parity: At such time as the City amends the ordinance providing for additional holidays, the Union contract shall be deemed to have been amended to reflect such additional holidays.

ARTICLE 31 – OVERTIME

31.1. Work or training performed in the excess of the scheduled fifty-six (56) hours for Suppression Personnel or forty-two (42) hours for EMS Personnel in the average week will be compensated at a minimum of one and one half (1 1/2) times the Employee's regular hourly rate. Members called to work overtime, which are not covered by detail pay, shall be compensated for a minimum of two (2) hours, at their overtime rate.

31.2. "Overtime" shall mean any pre-scheduled overtime opening, emergency overtime opening, or scheduled detail, whether voluntary or forced.

31.3. Employer shall maintain a list of Employees eligible to work overtime – the "Overtime List" – the order of which shall be established by the date and time at which each Employee was most recently offered overtime on a voluntary basis. The Employee who has not been offered overtime for the longest time shall appear at the top of the list, and the Employee who was most recently offered overtime shall appear at the bottom of the list. The Overtime List shall not be affected by company recalls.

31.4. When Employer determines that the work schedule will require overtime work by an Employee, the Employer shall offer such overtime to the Employee whose name then appears at the top of the Overtime List. All overtime shall be scheduled with Employees in reference to the Overtime List as of the date it is determined that overtime

work is needed; the date of the overtime work itself shall not control the use of the overtime list for scheduling overtime.

31.5. When Employer needs to schedule multiple shifts or other periods of overtime, the person then at the top of the Overtime List shall be given first choice among the available shifts / periods of overtime, and then moved to the bottom of the list. The remaining shifts or other periods of overtime shall be scheduled in the same manner in reference to the Overtime List.

31.6. Employer shall have fulfilled its responsibility to offer overtime to the Employee at the top of the Overtime List when an officer attempts to contact the Employee at the phone number provided. Employees who decline the overtime, or who fail to answer their phone or are otherwise unavailable shall be moved to the bottom of the Overtime List.

31.7. In the event that the work necessitating the scheduling of overtime is no longer needed or is cancelled prior to 48 hrs. before the scheduled overtime, the Employee scheduled to perform the overtime work shall return to the top of the Overtime List, but all other Employees' relative positions on the list shall remain as they stand. Overtime shall not be cancelled within 48 hrs. of the scheduled start time, but the Employee may opt not to work.

31.8. In the event that no Employee on the Overtime List agrees, after being contacted in conformance with Sec. 31.5, to accept the offered overtime, Employer may, in its sole discretion, impose the overtime on one or more Employees as a condition of employment. For that purpose, Employer shall establish and post a separate list for mandatory overtime, which shall be called the Forced Overtime List. The order in which Employees are listed on the Forced Overtime List shall be determined by the Employees' respective total overtime hours in the preceding year as of July 1, 2015, in reverse order: the Employee with the fewest overtime hours in the preceding year shall be listed first on the Forced Overtime List, and the Employee with the most hours at the bottom of the list. Unless the overtime constitutes an emergency, Employer may compel the Employee at the top of the list to serve the mandatory overtime, irrespective of whether initial contact is made pursuant to Sec. 31.5, unless the Employee, at the time of the overtime shift or other period, is on scheduled leave, already on duty, at Employer-sanctioned training, or on extended sick leave (sick leave extending beyond one shift). Upon being scheduled for mandatory overtime, the Employee at the top of the Forced Overtime List shall be moved to the bottom of the list. No employee may be called in to serve forced overtime with less than eight (8) hours' notice; however, on-duty personnel may be required to stay to serve forced overtime with less than eight (8) hours' notice. New personnel shall be placed at the top of the Forced Overtime List upon their completion of their probationary requirements.

ARTICLE 32 – CALL BACK PAY

32.1. Two hours: Employees covered by this agreement, who are called back during emergencies or other department activities, shall be compensated for at least two (2) hours at one and one half (1 1/2) times their normal hourly rate between the hours of 0600 and 2300. Employees who are called back between the hours of 2300 and 0600, or at any time on a holiday, shall be compensated for at least three (3) hours at one and one half (1 1/2) times their normal hourly rate. Members who respond to company recalls via the paging system shall be considered as having been called back.

32.2. Special work details: Employees who work pre-scheduled special work details, such as public events, shall receive a minimum of four (4) hours of pay at one and one half (1 1/2) times their normal hourly rate. The Employer and/or outside organizations may hire outside Employees for special details when not enough bargaining unit members are available or accept the detail work.

32.3. Hold Over Pay. In the event an Employee is required to work beyond their normal shift, they will be compensated at a rate of one and one half (1 1/2) times their hourly rate in one half (1/2) hour increments.

ARTICLE 33 – INSURANCE

33.1. Life Insurance: The Employer agrees to provide Employees with Group Life Insurance and Survivor's Benefits as provided under the Maine State Retirement System.

33.2. Disease coverage: The Employer agrees to provide contagious and communicable disease coverage to Employees up to \$300,000 if available. In the event that it is not available, the Employer will provide coverage subject to the limitations and requirements of the Maine Tort Claims Act, and pursuant to Council Order # 161, dated 5 November 1985, as attached in **Appendix A**.

33.3. Malpractice: The Employer shall provide malpractice insurance coverage.

33.4. Medical:

- 33.4.1. Health Insurance

Regular full-time and part-time employees working thirty (30) hours or more per week are eligible to participate in the health insurance program offered by the City. Employees who work between thirty to forty (30-40) hours per week shall be eligible to receive a prorated contribution based upon a forty (40) hour work week.

The City agrees to provide medical coverage with the Maine Municipal Employees Health Trust PPO 1000 plan. As soon as reasonably possible, all

unit members shall be converted to the MMEHT PPO 1000 plan. The Union recognizes that the administrators of any plan offered by the City may make changes to the benefits offered in a particular plan and/or discontinue the plan in the future.

The percentage of PPO 1000 plan, dental, and vision premium cost sharing ratios shall be:

* All Plans: 80% City / 20% Employee

Upon employee enrollment into the PPO 1000 plan, employee shall receive a longevity health insurance credit towards any weekly contributions for the purchase of City-issued health insurance based on the following:

* 19 years or greater: \$25.00 per week

Employees who do not purchase health insurance through the City are not eligible for the longevity health insurance credit. The maximum longevity health insurance credit any employee may receive is equal to the amount of payment the employee must make towards health insurance. If an employee's credit exceeds the amount owed per week, the balance is retained by the City.

The City will contribute towards a Health Reimbursement Arrangement ("HRA") for each employee enrolled in the PPO 1000, as follows:

- Single: \$1,800.00
- Employee & Child: \$3,600.00
- Family: \$3,600.00

However, each employee will be responsible for the first dollars applied to the deductible as follows:

- Single: \$200.00
- Employee & Child: \$400.00
- Family: \$400.00

Effective the date of the PPO 1000 implementation, the City will increase wage scales by 2% and members of the unit will be adjusted accordingly.

Any unused HRA funds that remain at calendar year end will revert to the City.

The City agrees to meet with the Union to review the coverage provided by a medical insurance carrier prior to making any changes in the current medical insurance carrier. The purpose of such meeting will be to review the plan

offered by the new carrier to ensure equivalent benefits are maintained. The final decision regarding the medical insurance carrier is vested with the City.

If the parties agree the benefits are equal, a Memorandum of Agreement so indicating shall be signed. If the Union does not agree the benefits are equal, it reserves the right to pursue the matter as a grievance.

The City shall allow eligible unit members to join, or remain with, current insurance provided that the following provisions are met. First, that the City Council determines that retirees are adequately covered with comparable health insurance coverage as offered by the Maine Municipal Employees Health Trust or insurance offered at the time. Second, that the aggregate cost to join the insurance is equal to or less than the City's cost of the Maine Municipal Employees Health Trust PPO 1000 plan or substitute plan offered at the time.

- 33.4.2. Health Insurance Stipend

The City will offer stipends for eligible employees who do not participate in the City's health insurance to the fullest. Stipends are on an annual basis and do not become part of the employee's wages. Stipends are subject to all applicable federal and state taxes and Maine State Retirement. Stipends are pro-rated on a monthly basis and will be paid to the employee through payroll on the last pay week of each month that the employee qualifies. Employees are not provided stipends for dropping dependents that are no longer eligible for health insurance coverage under the City's group plan. Employees who qualify for a stipend by dropping the City's health insurance for themselves or dependents (eligible for health insurance coverage with the City) must be able to demonstrate that they or their dependents have other health insurance coverage. Stipends will not be implemented until verification of insurance is provided to the City.

Stipends are as follows:

An employee, with no dependents eligible for the City's health insurance, who does not take coverage for himself, shall receive:

\$1,000.00 per year

An employee, eligible for Employee/Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive:

\$ 800.00 per year

An employee who drops his coverage and child coverage, and therefore is not covered on the City's insurance, shall receive:

\$1,800.00 per year

An employee who has a spouse eligible for family coverage on the City's insurance and does not cover the spouse, shall receive:

\$ 600.00 per year

An employee who has dependents eligible for family coverage on the City's health insurance and does not cover those dependents (employees would have single rate coverage), shall receive:

\$1,200.00 per year

An employee along with dependents who are eligible for family coverage on the City's health insurance, and does not cover himself and dependents shall receive:

\$2,200.00 per year

An employee whose spouse works for the City, and both qualify separately for the City's health insurance (the stipend will be paid to the employee who is not the contract employee on the health insurance), shall receive:

\$ 600.00 per year

- 33.4.3. Section 125 Plan

The City shall offer a Section 125 Flexible Benefits Plan to eligible employees and pay the administrative costs of the plan.

33.5. Dental: The Employer shall provide a dental coverage under the Delta Plan (Plan A, B or C) or equivalent to the Employees and their dependents.

33.6. Cost share: The Employer agrees to participate in the above insurance as follows:

* All Plans: 80% City / 20% Employee

Employees will be treated as a group.

ARTICLE 34 – EDUCATIONAL INCENTIVE

34.1. Compensation: Educational incentives shall be calculated into the hourly rate.

34.2. Leave with pay: The Employer, when approved by the Chief, will grant time off with pay for non-mandatory job-related education, if the Employee's absence related to that training will not result in overtime or in any additional cost to the City for replacing the Employee.

34.3. Degree pay: The City will pay only for job related degrees when not required as condition of hire as determined by the City Manager:

34.4.1. Associates Degree, \$20 per week added to base pay.

34.4.2. Bachelor's Degree, \$25 per week added to base pay.

34.4.3. Master's Degree, \$30 per week added to base pay.

34.4. City agrees to reimburse tuition expenses (based on University of Maine rates) up to six (6) credits per year, provided that the Employee maintains a grade point average of 3.0 GPA or higher.

ARTICLE 35 – MISCELLANEOUS

35.1. Lateral transfer: Career EMS Personnel may transfer to a vacant Career Suppression position and vice-versa provided the Employee meets the minimum qualifications for the position prior to the closing date of the internal job posting. These qualifications shall be adjusted and/or expanded to allow a supervisory lateral transfer if EMS supervisory positions are established in the future.

35.1.1. Qualifications for lateral transfer from EMS to Suppression are:

- (1) Firefighter II;
- (2) EMT Intermediate;
- (3) Maine Respiratory Standard; and
- (4) Hazardous Material Operations.

35.1.2. Qualification for lateral transfer from Suppression to EMS is EMT Intermediate licensure.

35.2. All lateral transfers shall be subject to an interview for the position with the Chief of Department and subject to final appointment by the City Manager.

35.3 EMS Personnel shall be tasked by the Duty Officer at callbacks and by the Incident Commander or Officer in Charge at working incidents.

ARTICLE 36 – REIMBURSEMENT / REASONABLE EXPENSES

36.1. Prior approval: The Employer agrees to reimburse Employees for authorized, work-related expenses of Employees pertaining to City or Fire Department functions (i.e., training schools, seminars, etc.). To qualify for reimbursement, the Employee must secure the Fire Chief's prior approval of the expense, and provide original receipts or other acceptable evidence of each expense.

36.2. Reimbursement of authorized work-related expenses may be as follows:

- 36.2.1. Room & board, one hundred percent (100%).

- 36.2.2. Meals and usual and customary tips, one hundred percent (100%).
- 36.2.3. Mileage at established Federal rate.

ARTICLE 37 – LONGEVITY

37.1. Longevity: Longevity pay is incorporated into the wages matrix set forth in Article 38 and appendices thereto.

ARTICLE 38 – WAGES

38.1. Base and steps: The matrix for Suppression Personnel and Lieutenants incorporates base, longevity, EMS licensure, firefighter II certification, Lieutenant's differential, education stipend, and EMS stipend into a single rate of pay, which shall be divided by 56/hrs. week to calculate the hourly rate. The matrix for EMS Personnel incorporates base, EMS licensure, longevity, education stipend, and FFII stipend into a single rate of pay, which shall be divided by 42/hrs. per week to calculate the hourly rate.

38.2 Wage matrices for Suppression and EMS Personnel are attached and incorporated herein as "**Appendix B.**"

38.3 Automatic Bank Deposits. The City agrees to continue to offer automatic deposit to any credit Union or bank that participates.

38.4 Wages.

38.4.1. Suppression Personnel. Suppression Personnel shall be entitled to wages increases during the term of this Agreement as follows:

Fiscal Year 2016: 2.0%
Fiscal Year 2017: 2.0%
Fiscal Year 2018: 2.0%

38.4.2. EMS Personnel. EMS Personnel shall be entitled to wages increases during the term of this Agreement as follows:

Fiscal Year 2016: 2.0%
Fiscal Year 2017: 2.0%
Fiscal Year 2018: 2.0%

The City will perform a wage study in the last year of the contract for incorporation into the next contract in 2018.

ARTICLE 39 – SAFETY COMMITTEE

39.1. Safety Committee: There shall be a Safety Committee appointed by the City Manager and including an Employee representative of the Fire Department.

ARTICLE 40 – COMPENSATORY TIME

40.1 Accrual of Compensatory Time: Employees may earn and accrue compensatory time ("Comp Time"), in lieu of overtime, at a rate of one and one-half (1 ½) hours earned per hour worked, as follows. Where the option to accept compensatory time in lieu of overtime pay lies with the Employee, the Employee shall give notice of the same to the Fire Chief or senior on-duty Officer during the week in which the compensatory time is accrued.

40.1.1. Call Backs. At the option of the Employee, an Employee may accept compensatory time in lieu of overtime pay for any call back.

40.1.2. Drills. At the option of the Employee, an Employee may accept compensatory time in lieu of over time for any drill.

40.2. Use of Compensatory Time: Employees may utilize earned compensatory time by accepting time off with pay for the number of compensatory time hours earned, subject to the following limitations:

40.2.1. Compensatory time shall be applied on a first come, first served basis.

40.2.2. Compensatory time shall not be granted where it will cause the Employee to incur overtime; provided, however, that compensatory time may be granted when the time off does not exceed the three hour allowable short coverage (3 hands), and does not leave the shift with no officer or paramedic at any time in the shift.

40.2.3. Pre-Approval. Compensatory time may be taken only with prior approval, as follows:

40.2.3.1. Suppression Personnel: Comp time taken must be approved by the Employee's Duty Officer, with at least twenty-four (24) hours advance notice of the request for time off.

40.2.3.2. EMS Personnel: The use of comp time must be approved by the Chief of Department or by the Duty Officer for the day that the Employee wishes to use comp time, with at least twenty-four (24) hours advance notice of the request for time off.

40.3. Payment; Maximum Accumulation:

40.3.1. Suppression Personnel: All hours over 48 shall be paid down twice a year: in the second week in June, and in the second week in December of each year. Suppression Personnel may retain up to two hundred (200) hours of compensatory time for a period of up to sixty (60) days following the pay down date. All unused days will then automatically be paid down 60 days following the pay down date.

40.3.2. EMS Personnel: All hours over 24 shall be paid down twice a year: in the second week in June, and in the second week in December of each year. EMS Personnel may retain up to one hundred (100) hours of compensatory time for a period of up to sixty (60) days after the pay down date. All unused days will then automatically be paid down 60 days following the pay down date.

40.4. Carry Over: Suppression Personnel shall be allowed to carry up to forty-eight (48) hours into the next six (6) month period. EMS Personnel shall be allowed to carry up to twenty-four (24) hours into the next six (6) month period.

ARTICLE 41 – LIGHT DUTY

41.1. Light duty: An Employee who is unable to perform the full range of regularly assigned duties as a result of an injury shall be placed on light duty assignment provided that work is available and that the modified duties conform to the physical limitations established by the physician who is treating the employee for the injury.

41.2. Duration: The amount of time and type of work allowed to be performed shall be consistent with the parameters established by a qualified physician.

41.3. Approval: Such light duty will be allowed if work is available, is assigned, and is approved by the Chief.

ARTICLE 42 – DRUG AND ALCOHOL POLICY

42.1. Policy: The City of Rockland and Local 1584, I.A.F.F., recognize that illegal drug use and the use of alcohol on duty or in close proximity to working hours poses a serious threat to the public safety and welfare, the safety, welfare and health of all department personnel and the integrity and reputation of the Fire Department. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel.

42.2. Informing Employees: Employees will be provided with information concerning the effect of the use of drugs and alcohol on job performance and shall be fully informed of the Fire Department's Drug and Alcohol testing policy, how the tests are conducted, what the test can determine and the consequence of testing positive.

42.3. Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. However, on duty Employees, who are

involved in an accident while driving a City vehicle, may be tested to determine their fitness for duty at the time of said accident. In the event that a complaint is received alleging that an on duty Employee's work performance is impaired due to drug or alcohol abuse, the Chief may ask the Employee to voluntarily submit to being tested. The City will be required to keep the results of all drug and alcohol tests confidential and these results may only be released to the public with the written consent of the affected Employee.

42.4. **Sample Collection:** The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results, or by a law enforcement officer when the sample is required in connection with a potential charge of operating under the influence. The laboratory shall be one that is certified by the National Institute of Drug Abuse, (NIDA), and all sample collection, chain of custody procedures and testing will be conducted as per NIDA Standards.

42.5. **Laboratory Results:** Positive test results must be competently reviewed by a physician. This action shall include conducting a medical interview with the affected Employee, review of the Employee's medical history and review of any other relevant biomedical factors to determine if the positive tests could have resulted from legally prescribed medication or other legitimate causes.

42.6. **Testing Program Costs:** The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved in a physician's review of test results. The City shall also reimburse each Employee for time and expenses incurred in being tested. The City shall not pay for or reimburse Employee for lost time and expenses incurred, if any, arising from testing by a law enforcement officer in connection with a potential charge of operating under the influence.

42.7. **Rehabilitation Program:** Any Employee who is determined to have tested positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation. Subsequent positive testing would be subject to disciplinary measures.

42.8. **Criminal conviction:** Any criminal conviction as a result of positive test for drugs or alcohol use may result in disciplinary measures.

42.9. **Right to Appeal:** The Employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed through the grievance / arbitration procedures of this agreement.

42.10. **Union Held Harmless:** This drug and alcohol testing program was initiated at the request of the City of Rockland. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions, application, and/or violation of any worker rights arising from said program.

ARTICLE 43 – LABOR MANAGEMENT COMMITTEE

43.1 Labor Management Committee. The Union agrees to form a Labor Management Committee to discuss issues of mutual concern and the future needs of the Department. The City Manager and the Union representative shall meet beforehand to lay out ground rules for such Committee. The Committee shall meet as needed.

ARTICLE 44 – FUNERAL EXPENSES

44.1 The City shall be responsible for all reasonable and customary funeral costs for any member of the bargaining unit, when the death was a result of that member carrying out his or her duties.

ARTICLE 45 – TERM OF AGREEMENT

45.1. This agreement shall commence on July 1, 2015 and end on June 30, 2018. This agreement shall continue and remain in full force and effect from year to year unless either party, at least one hundred twenty (120) days prior to the expiration date of this agreement, gives to the other party written notice of its intention to terminate or amend this agreement.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Collective Bargaining Agreement to be executed this _____ day of July 2015.

Attest:

CITY OF ROCKLAND

Stuart H. Sylvester, City Clerk

by: James D. Chaousis
its: City Manager

Approved as to Form:

Kevin J. Beal, City Attorney

WITNESS:

LOCAL #1584
ROCKLAND PROFESSIONAL
FIREFIGHTERS ASSOCIATION

Print:

by: Christopher L. Whytock
its: President

ORDER # 161

CITY OF ROCKLAND, MAINE
IN CITY COUNCIL

November 5, 1985

ORDER authorizing Legal Protection

BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT in the event the City of Rockland is not able to obtain Public Officials Liability Insurance or Police Professional Liability Insurance after November 8, 1985, the City Attorney shall be authorized and directed to defend any suit against the City of Rockland, its duly elected or appointed officials, members, full time and part time employees, and volunteers operating by and under the jurisdiction of the governing body either individually or collectively, subject to the same terms and conditions as shown in the Forum Insurance Company Public Officials Liability Insurance Policy and the New England Insurance Company Law Enforcement Agency-Officers Professional Liability Policy due to terminate shortly, and that any and all costs, judgements or settlements shall be paid by the City of Rockland and all such persons as described above, shall be indemnified totally pursuant to any and all costs directly associated with said suit.

Sponsor: Councilor Gordon

APPENDIX A

**APPENDIX B
WAGE MATRICES – SUPPRESSION^[1] & EMS^[2] PERSONNEL**

	FY 2016	FY 2016 \$5.00	FY 2016 \$10.00	FY 2016 LONG	FY 2016 \$30.00	FY 2016 \$45.00	FY 2016 \$68.00
	EMS Stipend						
YEARS	BASE	FFI	FFII	LONG	EMT	EMT-1	EMT-P
0	\$794.79	\$799.79	\$804.79		\$30.00	\$45.00	\$68.00
1	\$825.74	\$830.74	\$835.74		\$30.00	\$45.00	\$68.00
2	\$836.84	\$841.84	\$846.84		\$30.00	\$45.00	\$68.00
3	\$850.90	\$855.90	\$860.90		\$30.00	\$45.00	\$68.00
4	\$858.13	\$863.13	\$868.13		\$30.00	\$45.00	\$68.00
5 – 6	\$858.13	\$863.13	\$868.13	\$5.00	\$30.00	\$45.00	\$68.00
7 – 9	\$870.20	\$875.20	\$880.20	\$5.00	\$30.00	\$45.00	\$68.00
10 – 11	\$870.20	\$875.20	\$880.20	\$10.00	\$30.00	\$45.00	\$68.00
12 – 14	\$878.64	\$883.64	\$888.64	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$878.64	\$883.64	\$888.64	\$15.00	\$30.00	\$45.00	\$68.00
20 – 24	\$878.64	\$883.64	\$888.64	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$878.64	\$883.64	\$888.64	\$25.00	\$30.00	\$45.00	\$68.00
Lieutenant Pay							
YEARS				LONG			
0 – 4	\$1,003.58	\$1,008.58	\$1,013.58		\$30.00	\$45.00	\$68.00
5 – 9	\$1,003.58	\$1,008.58	\$1,013.58	\$5.00	\$30.00	\$45.00	\$68.00
10 – 14	\$1,003.58	\$1,008.58	\$1,013.58	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$1,003.58	\$1,008.58	\$1,013.58	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,003.58	\$1,008.58	\$1,013.58	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$1,003.58	\$1,008.58	\$1,013.58	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$540.55	\$600.61	\$660.66		\$68.00		
1	\$561.60	\$624.01	\$686.40		\$68.00		
2	\$569.14	\$632.37	\$695.62		\$68.00		
3	\$578.70	\$643.01	\$707.31		\$68.00		
4	\$583.61	\$648.47	\$713.31		\$68.00		
5 – 6	\$583.61	\$648.47	\$713.31	\$5.00	\$68.00		
7 – 9	\$591.81	\$657.57	\$723.34	\$5.00	\$68.00		
10 – 11	\$591.81	\$657.57	\$723.34	\$10.00	\$68.00		
12 – 14	\$597.57	\$663.97	\$730.36	\$10.00	\$68.00		
15 – 19	\$597.57	\$663.97	\$730.36	\$15.00	\$68.00		
20 – 24	\$597.57	\$663.97	\$730.36	\$20.00	\$68.00		
25 +	\$597.57	\$663.97	\$730.36	\$25.00	\$68.00		

[1] If Employee has no Firefighter Academy certification or has only FFI certification, these rates must be adjusted accordingly.

[2] Base with EMS certification includes FFII pay.

	FY 2017	FY 2017 \$5.00	FY 2017 \$10.00	FY 2017 LONG	FY 2017 \$30.00	FY 2017 \$45.00	FY 2017 \$68.00
	Paramedic Stipend						
YEARS	BASE	FFI	FFII	LONG	EMT	EMT-1	EMT-P
0	\$810.69	\$815.69	\$820.69		\$30.00	\$45.00	\$68.00
1	\$842.26	\$847.26	\$852.26		\$30.00	\$45.00	\$68.00
2	\$853.58	\$858.58	\$863.58		\$30.00	\$45.00	\$68.00
3	\$867.92	\$872.92	\$877.92		\$30.00	\$45.00	\$68.00
4	\$875.29	\$880.29	\$885.29		\$30.00	\$45.00	\$68.00
5-6	\$875.29	\$880.29	\$885.29	\$5.00	\$30.00	\$45.00	\$68.00
7-9	\$887.61	\$892.61	\$897.61	\$5.00	\$30.00	\$45.00	\$68.00
10-11	\$887.61	\$892.61	\$897.61	\$10.00	\$30.00	\$45.00	\$68.00
12-14	\$896.21	\$901.21	\$906.21	\$10.00	\$30.00	\$45.00	\$68.00
15-19	\$896.21	\$901.21	\$906.21	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$896.21	\$901.21	\$906.21	\$20.00	\$30.00	\$45.00	\$68.00
25+	\$896.21	\$901.21	\$906.21	\$25.00	\$30.00	\$45.00	\$68.00
Lieutenant Pay							
YEARS				LONG			
0-4	\$1,023.65	\$1,028.65	\$1,033.65		\$30.00	\$45.00	\$68.00
5-9	\$1,023.65	\$1,028.65	\$1,033.65	\$5.00	\$30.00	\$45.00	\$68.00
10-14	\$1,023.65	\$1,028.65	\$1,033.65	\$10.00	\$30.00	\$45.00	\$68.00
15-19	\$1,023.65	\$1,028.65	\$1,033.65	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,023.65	\$1,028.65	\$1,033.65	\$20.00	\$30.00	\$45.00	\$68.00
25+	\$1,023.65	\$1,028.65	\$1,033.65	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$551.36	\$612.62	\$673.88		\$68.00		
1	\$572.83	\$636.49	\$700.13		\$68.00		
2	\$580.52	\$645.02	\$709.53		\$68.00		
3	\$590.27	\$655.87	\$721.45		\$68.00		
4	\$595.29	\$661.43	\$727.57		\$68.00		
5-6	\$595.29	\$661.43	\$727.57	\$5.00	\$68.00		
7-9	\$603.65	\$670.73	\$737.81	\$5.00	\$68.00		
10-11	\$603.65	\$670.73	\$737.81	\$10.00	\$68.00		
12-14	\$609.52	\$677.25	\$744.97	\$10.00	\$68.00		
15-19	\$609.52	\$677.25	\$744.97	\$15.00	\$68.00		
20-24	\$609.52	\$677.25	\$744.97	\$20.00	\$68.00		
25+	\$609.52	\$677.25	\$744.97	\$25.00	\$68.00		

	FY 2018	FY 2018 \$5.00	FY 2018 \$10.00	FY 2018 LONG	FY 2018 \$30.00	FY 2018 \$45.00	FY 2018 \$68.00
YEARS	BASE	FFI	FFII	LONG	Paramedic Stipend		
					EMT	EMT-1	EMT-P
0	\$826.90	\$831.90	\$836.90		\$30.00	\$45.00	\$68.00
1	\$859.10	\$864.10	\$869.10		\$30.00	\$45.00	\$68.00
2	\$870.65	\$875.65	\$880.65		\$30.00	\$45.00	\$68.00
3	\$885.28	\$890.28	\$895.28		\$30.00	\$45.00	\$68.00
4	\$892.79	\$897.79	\$902.79		\$30.00	\$45.00	\$68.00
5-6	\$892.79	\$897.79	\$902.79	\$5.00	\$30.00	\$45.00	\$68.00
7-9	\$905.36	\$910.36	\$915.36	\$5.00	\$30.00	\$45.00	\$68.00
10-11	\$905.36	\$910.36	\$915.36	\$10.00	\$30.00	\$45.00	\$68.00
12-14	\$914.14	\$919.14	\$924.14	\$10.00	\$30.00	\$45.00	\$68.00
15-19	\$914.14	\$919.14	\$924.14	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$914.14	\$919.14	\$924.14	\$20.00	\$30.00	\$45.00	\$68.00
25+	\$914.14	\$919.14	\$924.14	\$25.00	\$30.00	\$45.00	\$68.00
Lieutenant Pay							
YEARS				LONG			
0-4	\$1,044.12	\$1,049.12	\$1,054.12		\$30.00	\$45.00	\$68.00
5-9	\$1,044.12	\$1,049.12	\$1,054.12	\$5.00	\$30.00	\$45.00	\$68.00
10-14	\$1,044.12	\$1,049.12	\$1,054.12	\$10.00	\$30.00	\$45.00	\$68.00
15-19	\$1,044.12	\$1,049.12	\$1,054.12	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,044.12	\$1,049.12	\$1,054.12	\$20.00	\$30.00	\$45.00	\$68.00
25+	\$1,044.12	\$1,049.12	\$1,054.12	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$562.39	\$624.87	\$687.36		\$68.00		
1	\$584.29	\$649.22	\$714.13		\$68.00		
2	\$592.13	\$657.92	\$723.72		\$68.00		
3	\$602.08	\$668.99	\$735.88		\$68.00		
4	\$607.19	\$674.66	\$742.12		\$68.00		
5-6	\$607.19	\$674.66	\$742.12	\$5.00	\$68.00		
7-9	\$615.72	\$684.14	\$752.57	\$5.00	\$68.00		
10-11	\$615.72	\$684.14	\$752.57	\$10.00	\$68.00		
12-14	\$621.71	\$690.79	\$759.87	\$10.00	\$68.00		
15-19	\$621.71	\$690.79	\$759.87	\$15.00	\$68.00		
20-24	\$621.71	\$690.79	\$759.87	\$20.00	\$68.00		
25+	\$621.71	\$690.79	\$759.87	\$25.00	\$68.00		