REGULAR MEETING **AGENDA** **July 14, 2014**

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Public Forum (5 min. limit each speaker)
4. Meeting Notice
5. Reading of the Record
6. Reports:
   a. City Manager's Report
   b. City Attorney's Report
   c. Other Official's Report
   d. Mayor's Report

7. License and Permits:
   a. Municipal Approval for Alcohol Service on Vessel – American Cruise Lines
   b. Municipal Approval for Alcohol Service on Vessel – Holland American Cruises

8. Resolves:

#29 Accepting Donations	City Manager
#30 Accepting Donation of Art – "Genesis"	City Council
#31 Appointment to Planning Board	Mayor Pritchett

9. Ordinances in Final Reading and Public Hearing:

#16 Chapter 19, Section 19-304 DT Zone Height Regulations	Councilor Dickerson
#17 Chapter 14, Article I Pay Per Bag Waste Disposal System	Councilor Isganitis
#18 Lease to Own CIP Equipment	City Council

10. Ordinances in First Reading:

#6 Chapter 15, Section 15-143 Snow Disposal(Postponed)	Councilor MacLellan-Ruf
#19 Chapter 8, Section 8-708 GA Max Levels of Assistance	Councilor Isganitis
#20 Authorizing Moratorium – On Site Plan Applications For New or Expanded Buildings Over 50 Feet In Portions Of The Downtown	Mayor Pritchett

11. Orders:

#56 Authorizing License Agreement – Dunkin Donuts Parking	City Manager
#57 Authorizing License Agreement – Projections Over Sidewalk	City Manager
#58 Authorizing Reconveyance – Mobile Home (108 First St)	City Manager
#59 Authorizing Reconveyance – Mobile Home (42 Fourth St)	City Manager
#60 Authorizing Bids – Sale of City Property (106 Thomaston St)	City Manager
#61 Authorizing Bids – Sale of City Property (224 Old County Rd)	City Manager
#62 Authorizing Use of Dedicated Funds – Sewer Capital Projects	City Manager
#63 Authorizing Tax Anticipation Notes (TAN)	City Manager
#64 Authorizing Transfer of Reserve Funds – Harbor Park Reserve	Councilor Hebert

12. Adjournment.

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

MUNICIPAL APPROVAL – VESSELS

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

American Glory, American Star, and Independence

Name of Vessel

In port or docked in the port of: Rockland (City/Town) Maine (State)

pursuant to 28A MRSA, Section 1077.

Dated at: Guilford, CT (City/Town) on June 23 (Date), 2014

License Number: 7284

American Cruise Lines, Inc.

Name of Company

By: [signature]
Signature

Susan K. Renner
Printed Name

Treasurer
Title of Signing Officer

STATE OF MAINE

Dated at: _____ (City/Town), Maine _____ ss

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.

Bureau of Alcoholic Beverages
Division of Liquor Licensing & Enforcement
164 State House Station
Augusta, ME 04330-0164
Tel: (207) 624-7220 Fax: (207) 387-3424

MUNICIPAL APPROVAL – VESSELS

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

ms Eurodam
Name of Vessel

In port or docked in the port of: Rockland (City/Town) ME (State)

pursuant to 28A MRSA, Section 1077.

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

License Number: 7483

Holland America Line N.V.
Name of Company

By: _____
Signature

Kelly W. Clark
Printed Name

Attorney-in-Fact
Title of Signing Officer

STATE OF MAINE

Dated at: _____ (City/Town), Maine _____ ss

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.

CITY OF ROCKLAND, MAINE

RESOLVE #29

IN CITY COUNCIL

July 14, 2014

RESOLVE Accepting Donations

WHEREAS, the Friends of the Rockland Public Library donated $422.44 for 42 books, 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, Wasses Hot Dogs, Inc. donated $100 to the City to be uses for the purchase of a picnic table, said funds to be deposited into, and expended from, the Recreation Department Parks Maintenance Account (#63-05037); and

WHEREAS, Boston Financial Date Services donated $788.24 to the City, to be deposited into the Public Works Miscellaneous Revenue Account (#10041-03295;

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

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

Sponsor: City Manager
Originator: City Manager

CITY OF ROCKLAND, MAINE

RESOLVE #30

IN CITY COUNCIL

July 14, 2014

RESOLVE Accepting Donation of a Sculpture – "Genesis"

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City of Rockland gratefully accepts the donation from Joe Auciello of the sculpture "Genesis" currently being displayed at Ferry Terminal Park.

AND be it further Resolved that a letter of thanks be sent to Mr. Auciello in recognition of his generous donation.

Sponsor: City Council
Originator: City Council

City of Rockland
Public Art Display Application

SECTION I. APPLICANT

Name of Applicant / Organization: Joe Aviello Phone: 207-691-4326

Mail & E-Mail Addresses: 220 Broadway Rockland / Popajoe@gmail.com

If an Organization: Type of Organization: for profit / non-profit / other: _____

Contact: _____ Title: _____

SECTION II. PROPOSED PUBLIC ART DISPLAY

Name of Display: Genesis Primary Medium: Granite

Subject Matter: A dancing couple

Dimensions: 5' x 5' x 9' high (approx) Weight: approx 7 tons

Narrative Description (attach photograph, other descriptive material for consideration):

Work can be seen at proposed location where it has been on loan since fall 2013

Value: $ 18,000 Source / Manner of Valuation: Based on Prior Sales

Proposed Location for Display: Ferry Terminal park (Park, Display Pad)

SECTION III. LOGISTICS

Loan: _____ / Donation: ✓ Pre-Conditions, if any: _____

Proposed Period of Display: From _____, 2014 to _____, 201__

Transport by: Applicant: ✓ / City: _____ Installation by: Applicant: ✓ / City: _____

Installation Requirements: Installation has been completed at donor's expense

Removal by: Applicant: _____ / City: _____ Return Transport by: Applicant: _____ / City: _____

Signage / Attribution Requested (state exact proposed text): Sign is in place and can be modified to acknowledge city ownership.

Required Maintenance During Period of Display: None under normal conditions.

Has the Piece Been Displayed Outdoors Before? (If so, please state location and precautions utilized.)

Yes - City of Rockland - Ferry Terminal Park

Other Considerations / Requirements: Donor would like to either remove or reposition ground-level lighting.

CITY OF ROCKLAND, MAINE

RESOLVE #31

IN CITY COUNCIL

July 14, 2014

RESOLVE Appointment – Planning Board

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT the appointment by the Mayor of Alternate Board Member Abbie Knickelbein to a Full Board Member of the Planning Board to fill the vacancy created by the resignation of Kyle Swan, is hereby confirmed. Ms. Knickelbein shall serve until that term expires in 2016.

Sponsor: Mayor Pritchett
Originator: Mayor Pritchett

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #16

IN CITY COUNCIL

June 9, 2014

ORDINANCE AMENDMENT: Amending the Maximum Height in the Downtown Zone

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning and Planning, BE AMENDED AS FOLLOWS:

Sec. 19-304 Zone Regulations

14. Downtown Zone "DT" Regulations.

* * *

C. Standards.

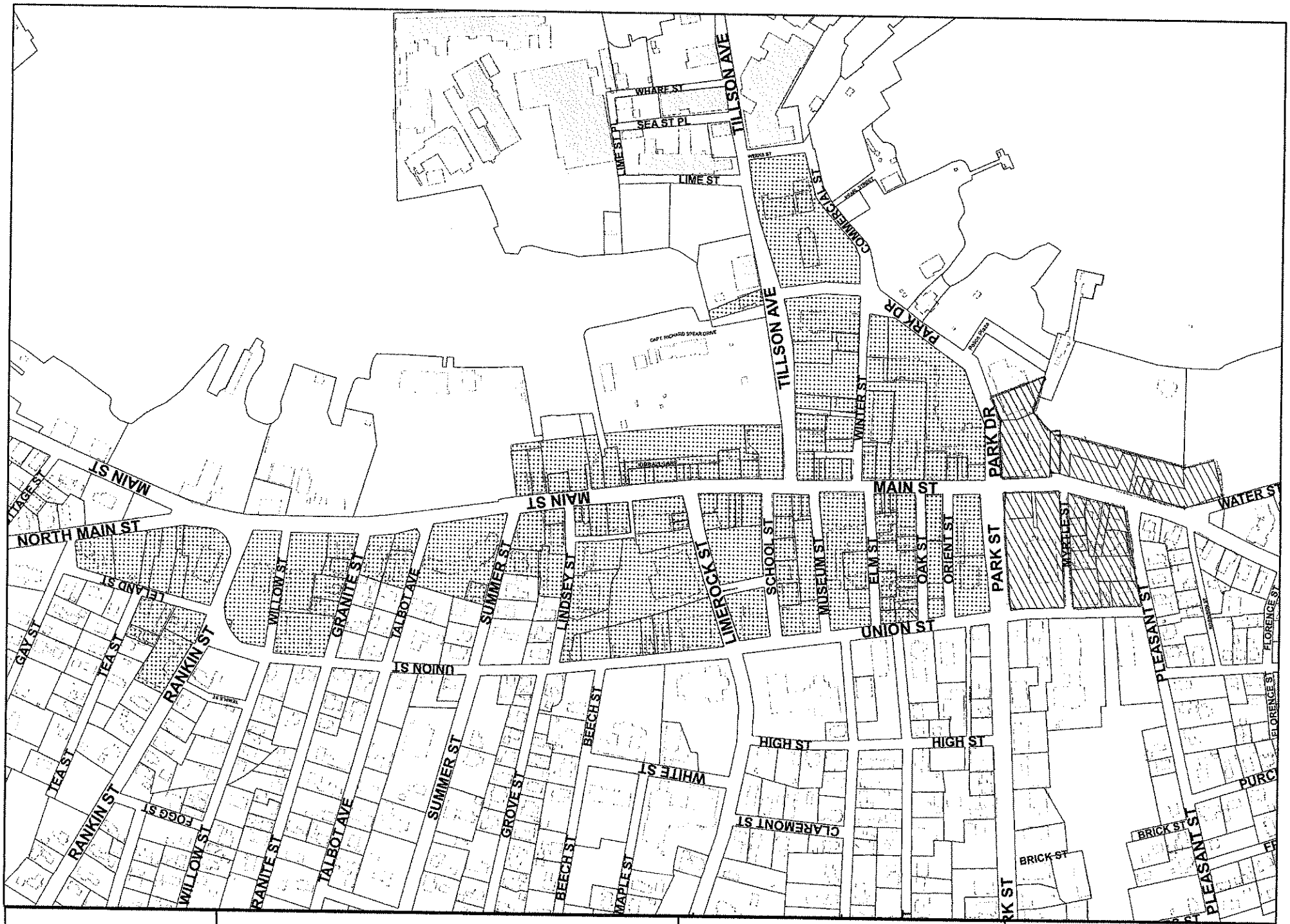
(1) The standards of Section 19-316 shall be observed.
(2) The following space and bulk standards shall apply to all lots and/or parcels of land:

Table 304-14 **"DT" ZONE**

	COMMERCIAL AND MIXED USE
MINIMUM FLOOR AREA PER DWELLING	200 sq. ft. per dwelling
MAXIMUM BUILDING HEIGHT	Either 65 feet or 5 stories north of the center line of Park Street and Park Drive; either 50 feet or 4 stories south of the center line of Park Street and Park Drive to Central Park.

Sponsor: Councilor Dickerson
Originator: Councilor Dickerson

First Reading 6/9/14
First Publication 6/19/14
Public Hearing 7/14/14
Final Passage
Second Publication
Effective Date



CITY OF ROCKLAND KNOX COUNTY MAINE

DT Zone Height Proposal

- 4 stories 50'
- 5 stories 65'

Printed: 6/3/2014

0 100 200 400 600 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

Comprehensive Planning Committee Recommendations:
Ordinance Amendment #16, Ch. 19, Section 19-304, DT Zone Height Regulations

At its June 12th meeting, the Commission reviewed and made the following recommendations on Ordinance Amendment 16, Chapter 19, Section 19-304, DT Zone Height Regulations which, as proposed, would lower the height in the southernmost part of the Downtown Zone from 65 ft to 50 ft:

1) The Comprehensive Planning Commission recommends that City Council not act on Amendment #16.
   ACTION: No motions made by members. VOTE: 4-0-0

2) The Comprehensive Planning Commission recommends that City Council enact a 6-month moratorium for new applications of existing and new buildings that would exceed 50 feet in height in the Downtown Zone area south of the center line of Park St. and Park Drive to Central Park.
   ACTION: Chair Geiger made a motion, seconded by Member Ackor to accept this action. VOTE: 4-0-0

3) The Comprehensive Planning Commission proposes an order from Council to allow the Comprehensive Planning Commission to look at building heights as part of the review of standards in the Downtown zone and Tillson Avenue Area Overlay Zone.
   ACTION: Chair Geiger made a motion, seconded by Member Keedy to accept this action. VOTE: 4-0-0

Some Points From Comprehensive Planning Commission Discussion

As a part of the Commission's work on both Camden Street and Park/Payne, Chair Geiger and Commission member Kaler-Bell distributed examples of form based and place making code for the Commission to review. In the examples provided, building heights varied depending on whether the building was a corner building, was across the street from lower buildings or was in the same block and directly abutting lower buildings.

Commission member Morris asked several questions about the part of the Downtown Zone that abuts Harbor Park and questioned whether either the current or the proposed height was the appropriate standard in that part of the zone.

Commission member Ackor and Assistant Code Officer Kalloch pointed out that several multi-story commercial buildings use to be in the area in area, hence the current 65 foot height limit. But these taller building have been demolished or have burned.

Several members expressed a desire to consider height in the content of the broader discussion of design standards in the Downtown Zone and not as a standalone question.

Commission member Keedy noted that the area in question was the southern entrance to downtown and the standards should be evaluated in terms of the look of the street as a person drives or walks into the downtown area.

At several points in the discussion it was noted that residential uses and residential zones are much more intertwined on the north end of the Downtown Zone in the areas around Rankin, Tea, Leland, Gay and North Main than in the Pleasant Street area.

Chair Geiger noted that a moratorium in the area south of Park Street/Park Drive would address concerns raised by Pleasant residents while giving the Commission an opportunity to examine height standards more broadly throughout the Downtown Zone.

Attending June 12th Commission Meeting

Members present included: Valli Geiger, Chair, Ann Morris, Thomas Keedy, Adam Ackor and Mayor Larry Pritchett, ex-officio member. Commission was assisted in its work by Kevin Beal, City Attorney, Dave Kalloch, assistant CEO and Kara Cushman, Secretary. Wastewater Treatment Plant Director Terry Pinto and Pleasant Street resident Amy Files also attended the meeting. Commission members Audra Kaler-Bell and Eileen Wilkerson were absent.

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #17
IN CITY COUNCIL

June 9, 2014

ORDINANCE AMENDMENT Establishing Pay-Per-Bag System for Disposal of Municipal Solid Waste

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 14, Sewers, Drains and Solid Waste, ARTICLE I, Municipal Solid Waste Facility, Collection, and Recycling, BE AMENDED AS FOLLOWS:

Sec. 14-103 Definitions

1. Acceptable Wastes. Wastes that the City of Rockland is authorized by applicable law, regulation, and/or permit to accept for disposal or transfer at the Rockland Solid Waste Facility.

2. Attendant. "Attendant" means an individual, generally an employee of the City of Rockland, who is authorized to supervise and direct the day-to-day disposal of wastes and recyclable material at the Rockland Solid Waste Facility.

3. Commercial Hauler. A commercial hauler is a person or entity engaged in transporting municipal solid waste, construction and demolition debris, recyclable material, and/or other acceptable wastes from any source to the Rockland Solid Waste Facility for a fee or other consideration.

4. Commercial Waste. "Commercial waste" means solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing, non-processing activities. Commercial waste does not include household, process, industrial, or special wastes.

5. Commercial or Residential Refuse/Recyclables Collector. "Commercial or Residential Refuse / Recyclables Collector" means a person or entity engaged in collecting for processing or disposal municipal solid waste, construction and demolition debris, recyclable material, and/or other acceptable wastes in the City of Rockland for a fee or other consideration.

6. Compost. "Compost" is "Compost" means a residual that has undergone a composting process.

7. Composting. "Composting" means the biological decomposition and stabilization of organic matter under controlled aerobic conditions of high temperature.

8. Construction and Demolition Debris. "Construction and Demolition Debris" is defined in 38 M.R.S. § 1303-C, and means debris resulting from the construction, remodeling, repair, and demolition of structures. It includes, but is not limited to, building materials, asphalt, wall board, pipe, metal conduits, mattresses, household furniture, fish nets, rope, hose, wire and cable, fencing, carpeting and underlay; it excludes asbestos and other special wastes.

9. Demolition Debris. *See* Construction and Demolition Debris.

10. DEP. The Maine Department of Environmental Protection, or other federal or state

governmental department or agency having applicable regulatory authority.

11. Director. "Director" means the Director of the Rockland Solid Waste Facility, or his designee.

12. Disposal. "Disposal" is defined in 38 M.R.S. § 1303-C, and means the discharge, deposit, injection, dumping, spilling, leaking or placing of any hazardous or solid waste, sludge or septage into or on any land or water so that the hazardous or solid waste, sludge or septage or any constituent thereof may enter the environment or be emitted into the air, or discharged into any water, including ground waters.

13. Handle. "Handle" is defined in 38 M.R.S. § 1303-C, and means to store, transfer, collect, separate, salvage, process, reduce, recover, incinerate, treat or dispose of.

14. Hazardous Waste. "Hazardous Waste" is defined in 38 M.R.S. § 1303-C, and means a waste substance or material, in any physical state, designated as hazardous by the Board of Environmental Protection under 38 M.R.S. § 1319-0. It does not include waste resulting from normal household or agricultural activities. The fact that a hazardous waste or a part or a constituent thereof may have value or other use or may be sold or exchanged does not exclude it from this definition.

15. Inert Fill. "Inert Fill" means clean soil material, rocks, bricks, and cured concrete, which are not mixed with other solid or liquid waste, and which are not derived from an ore mining activity.

16. Maine Solid Waste Laws. "Maine Solid Waste Laws" means all the laws of the State of Maine relating to the management of solid waste. It includes the "Maine Hazardous Waste, Septage and Solid Waste Management Act," Subchapters I and IA (38 M.R.S. §§ 1301, *et seq.*); 38 M.R.S. §§ 417 and 420; the Three Hundred Foot Law (38 M.R.S. § 421); the Waste Discharge Law (38 M.R.S. §§ 413, *et seq.*); and 38 M.R.S. § 591.

17. M.R.S. "M.R.S." means the Maine Revised Statutes.

18. Municipal Solid Waste. "Municipal Solid Waste" means solid waste emanating from domestic and normal commercial sources. Municipal solid waste does not include wastes removed from, or not introduced to, these waste streams and which are regulated as a "residual" under Chapter 567 of the Department of Environmental Protection's Regulations.

19. Non-Hazardous Waste. "Non-Hazardous Waste" means any solid waste, sludge or septage that is not a hazardous waste.

20. Person. Any individual, association, partnership, firm, corporation or other organization.

21. Processing Facility. "Processing Facility" means any structure, machine, device, system, or combination thereof, other than collection or transfer vehicles and incinerators, intended or operated to reduce the volume or change the chemical or physical characteristics of solid waste. Processing includes shredding, baling, mechanical or magnetic separation, composting or other techniques to reduce or otherwise change the nature of solid waste. Processing may also include recovering reusable or recyclable materials.

22. Recyclable Material. "Recyclable Material" means any raw or processed material that can be recovered from a waste stream for reuse.

23. Recycling. "Recycling" means the separating, collecting, and/or reprocessing of manufactured materials or residues for reuse either in the same form or as part of a different product.

24. Rockland Solid Waste Facility. "Rockland Solid Waste Facility" means the City of Rockland solid waste facility located at 400 Limerock Street (Tax Map 82-B-1), including any structure, container, or combination of land area, structures, or containers owned, leased, or used by the City, or operated by the City, and used for storing, salvaging, processing, reducing, composting, incinerating, and disposing of wastes.

25. Sludge. "Sludge" is defined in 38 M.R.S. § 1303-C, and means any non-hazardous solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply filtration or treatment plant, or wet process air pollution control facility, or any other waste having similar characteristics and effect, but does not include industrial discharges that are point sources subject to permitting under Section 402 of the Federal Water Pollution Control Act (the "Clean Water Act"), as amended (33 U.S.C. §§ 1251, *et seq.*).

26. Solid Waste. "Solid Waste" is defined in 38 M.R.S. § 1303-C, and means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including by way of example, and not by limitation, rubbish, garbage, refuse derived fuel, scrap materials, junk, refuse, inert fill material, and landscape refuse, but does not include hazardous waste, biomedical waste, septic tank sludge, or agricultural wastes. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

27. Solid Waste Facility. "Solid Waste Facility" means a waste facility used for the handling of solid waste. It includes any land area, structure, container, or combination of land area, structures, or containers used for storing, salvaging, processing, reducing, composting, incinerating, and disposing of wastes at or for such facility.

28. Solid Waste Disposal Facility. "Solid Waste Disposal Facility" is defined in 38 M.R.S. § 1303-C, and means any solid waste facility used for the incineration, landfilling, or other final placement of solid waste.

29. Special Waste. "Special Waste" as defined in 38 M.R.S. § 1303-C, and means any non-hazardous waste generated by sources other than domestic and typical commercial establishments that exists in such an unusual quantity or in such a chemical or physical state, or any combination, thereof, which may disrupt or impair effective waste management or threaten the public health, human safety, or the environment and requires special handling:

A. Oil, coal, wood and multifuel boiler and incinerator ash;
B. Industrial and industrial process waste;
C. Wastewater treatment plant sludge, paper mill sludge and other sludge waste;
D. Debris and residuals from non-hazardous chemical spills and clean-up of those spills;
E. Contaminated soils and dredge spoils;
F. Asbestos and asbestos-containing waste;
G. Sand blast grit and non-liquid paint waste;
H. High and low pH waste;
I. Spent filter media residue;
J. Shredder residue; and

K. Other waste designated a special waste by the Board of Environmental Protection.

30. Storage. "Storage" means the placement or containment of solid waste on a temporary basis in such a manner as not to constitute disposal of such waste.

31. Transfer Station. "Transfer Station" means any waste facility constructed and managed for storage and/or processing and placement of municipal solid waste in large containers or vehicles for movement to another waste facility.

32. Unacceptable Wastes. Unacceptable Wastes include the following, unless and except as allowed by DEP permit:

A. Liquid waste, sludge, or septage;
B. Motor vehicles and other motorized equipment;
C. Hazardous waste, including any waste with inherent properties that make it dangerous to manage by ordinary means including, but not limited to, chemicals, explosives, pathological wastes, radioactive wastes, toxic wastes, and other wastes defined as hazardous by the State of Maine, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901, *et seq.*), as amended, or other federal, state, or local laws, regulations, orders, or other action promulgated or taken with respect thereto;
D. Dead bodies or animals or portions thereof, or pathological wastes;
E. Asbestos;
F. Offensive substances, such as sewage, sludge and special wastes; and
G. Special wastes.

33. Universal Wastes. "Universal Wastes" means any Cathode Ray Tubes ("CRTs") such as televisions, computer monitors, and other display devices; rechargeable batteries; fluorescent and HID (high intensity discharge) lamps or lamps containing hazardous materials; mercury-containing thermostats, mercury-containing thermometers, and mercury-containing devices such as manometers and switches; and totally enclosed, non-leaking lamp ballasts not bearing the label "NO PCBs."

34. Waste Facility. "Waste Facility" as defined in 38 M.R.S. § 1303-C, and means any land area, structure, location, equipment or combination of them, including dumps, used for handling hazardous, biomedical, or solid waste, sludge, or septage. A land area or structure shall not become a waste facility solely because:

A. It is used by its owners for disposing of septage from his residence;
B. It is used to store (for 90 days or less) hazardous waste generated on the same premises;
C. It is used by individual homeowners or lessees to openly burn leaves, brush, deadwood and tree cuttings accrued from normal maintenance of their residential property, when such burning is permitted under 12 M.R.S. § 9321.
D. It is used by its residential owner to burn highly combustible domestic household trash such as paper, cardboard cartons, or wood boxes, when such burning is permitted by statute or ordinance.

35. White Goods. "White Goods" means large appliances, including, but not limited to, stoves, refrigerators, freezers, washing machines, clothes dryers, dishwashers, and air conditioners.

36. Wood Wastes. "Wood Wastes" means brush, stumps, lumber, bark, woodchips, shavings, slabs, endings, slash, and sawdust, which are not mixed with other solid or liquid waste.

37. Yard Waste. "Yard Waste" is "Yard waste" means grass clippings, leaves, and other vegetal matter other than wood wastes and land clearing debris.

Sec. 14-104 Waste Disposal; Flow Control

No person may dispose of Municipal Solid Waste, Construction and Demolition Debris, or other Acceptable Wastes in Rockland except at a licensed solid waste facility in conformance with applicable law. All municipal solid waste generated in Rockland must be disposed of at either (A) the Rockland Solid Waste Facility, or (B) the Penobscot Energy Recovery Company in Orrington, Maine ("PERC"), designated as a component of and credited to the City of Rockland's disposals of municipal solid waste at that facility. On and after May 2, 2015, any person disposing municipal solid waste other than recyclable material, yard waste, construction and demolition debris, special wastes, white goods, wood wastes, universal wastes, and hazardous wastes shall do so only (1) in disposal bags designated by the Director for use for the disposal of municipal solid waste at the Facility and purchased at an authorized retailer or other facility, or (2) at the per-ton disposal fee as determined by scale or visual inspection by authorized personnel. The fees for purchasing disposal bags, disposing acceptable wastes by the ton, and for other authorized disposals at the Rockland Solid Waste Facility shall be established by Order of the City Council. No person may dispose of Unacceptable Wastes in Rockland except as may be permitted by the Maine Department of Environmental Protection.

* * *

Sec. 14-111 Permits; Administration

1. Permits. Admittance to and use of the Rockland Solid Waste Facility shall be limited to residents of and owners of property in Rockland; Rockland businesses; licensed commercial or residential refuse/recyclables collectors; authorized transporters of construction and demolition debris; and other users that qualify for a permit as set forth herein. The Director or his designee shall issue permits to authorized users, and shall be responsible for assuring users' compliance with the scope of such permits. Permit fees may~~shall~~ be established by Order of the City Council. As a means of user control, the Director may distribute vehicle stickers to authorized users, which shall be affixed to the user's vehicle, as specified by the Director. Permits shall be valid only for the vehicle the registration numbers of which are listed on the permittees' vehicle stickers, where applicable. The Director may deny access to and use of the Rockland Solid Waste Facility to any person who fails to display a valid permit, sticker, or other pass to the Facility.

A. Resident Permits. Resident Permits shall be available to residents of Rockland and contracting communities. No person may use a Resident Permit to dispose of wastes or other materials not generated at the residential property associated with such Resident Permit.

B. Commercial Permits. Commercial Permits shall be available to the owners or managers of multi-family residential properties in Rockland, and to businesses and institutions located in Rockland, whether for-profit or non-profit.

C. Recycling Permits. Recycling Permits issued prior to May 2, 2015, shall authorize

such permittees ~~be available to Rockland residents and businesses who do not purchase a Resident or Commercial Permit but who wish~~ to dispose of recyclable material, municipal solid waste on a pay-per-bag basis, and/or other acceptable wastes at the rates or fees for the same in the Rockland Solid Waste Facility Fee Order, through May 1, 2015. Recycling Permits shall not be issued after May 1, 2015, and their use shall be entirely discontinued effective July 1, 2015.

D. Seasonal Permits. Owners of seasonal, rental residential property in Rockland may obtain one Seasonal Permit per year for each dwelling, camp, cottage, or other rental dwelling unit situated on the property. Seasonal Permits are not available to inns, bed and breakfast establishments, motels, hotels, or other short term accommodations.

E. Commercial Hauler Permits. Commercial Hauler Permits shall be available to persons engaged in the collection of municipal solid waste and recyclables for a fee or other consideration, and who are licensed pursuant to Section 14-112. Only municipal solid waste collected from within Rockland, and/or from within communities that have entered into an Inter-Local Agreement with Rockland, shall be deposited at the Rockland Solid Waste Facility. Holders of Commercial Hauler Permits shall be allowed to enter the Facility during the hours that the Facility is open to the general public, and at such other times as the Director may allow, provided that they shall reimburse the City for any additional costs the City may incur for admitting the Commercial Hauler to the Facility outside normal operating hours.

F. Non-Resident Contractor Waste Disposal Permit. Non-Resident Contractor Waste Disposal Permits shall be available, upon application to the Director, to any person engaged in the business of general contractor, or any other type of building contractor, whose business is located outside the City of Rockland for the disposal of construction and demolition debris generated in the City of Rockland at the Rockland Solid Waste Facility.

G. Non-Resident Landscape Contractor Waste Disposal Permit. Non-Resident Landscape Contractor Waste Disposal Permits shall be available, upon application to the Director, to any person engaged in the business of Landscape Contractor whose business is located outside the City of Rockland for the disposal of lawn and landscaping debris (such as grass cuttings, brush, branches, limbs, and similar types of debris) generated in Rockland at the Rockland Solid Waste Facility. No person shall use a Non-Resident Landscape Contractor Waste Disposal Permit to dispose of any other type of waste, or landscaping debris from outside Rockland, at the Facility. Landscape Contractors who do not wish to purchase the annual permit may obtain a Temporary General Permit as provided herein to dispose of landscaping debris generated in Rockland as part of such permittee's landscaping business.

H. Temporary General Permit. The Director may issue, from time to time and upon application and payment of the appropriate fee and a deposit, a Temporary General Permit for admittance to the Rockland Waste Disposal Facility to any person or business for the disposal of waste generated in Rockland. Such permits shall be of limited duration, not to exceed seven days, which limitation shall be stated upon the permit. Temporary General Permits must be returned to the Director at the Rockland Solid Waste Facility within seven (7) days of their expiration, or the permittee's deposit therefor shall be forfeited. Arrangements for an extension of a Temporary General Permit must be made with the Director or his designee prior to the permit's expiration;

however, in no case shall a Temporary General Permit be extended for a time period exceeding a total of twenty-one (21) days.

2. Administration.

A. Validity. Permits shall be valid only during the period indicated thereon, or for such other period as the City Manager shall determine.

B. Suspension; Revocation. The City Manager shall give notice temporarily suspending or revoking a permit upon the occurrence of one or more of the following:

(1) The permittee violates any federal or state law or regulation, or any Rockland ordinance, order, rule, or regulation governing the collection, transportation, or disposal of waste; or

(2) The permittee violates any Rockland ordinance, order, rule, or regulation governing the Rockland Solid Waste Facility; or

(3) The permittee is issued a permit on the basis of his residency or conduct of business in Rockland and ceases to be a resident of Rockland or to own or operate the business in Rockland, as may be applicable; or

(4) Other good or sufficient cause.

Such notice of suspension or revocation shall state the bases for the suspension or revocation and, with respect to suspensions, the duration of the suspension.

C. Appeal. Any person may appeal the suspension or revocation of his permit to the City Council, in a writing filed with the City Clerk within thirty (30) days of the date of the notice suspending or revoking such person's permit. Upon public hearing, the City Council may affirm, reverse, or modify the suspension or revocation.

Sponsor: Councilor Isganitis
Originator: City Council

First Reading 6/9/14
First Publication 6/19/14
Public Hearing 7/14/14
Final Passage _____
Second Publication _____
Effective Date _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #18

IN CITY COUNCIL

June 30, 2014

ORDINANCE AMENDMENT Authorizing Lease to Own Contract – Capital Equipment

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

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

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

Sponsor: City Council
Originator: City Manager

First Reading 6/30/14
First Passage 7/3/14
7/14/14

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #6
IN CITY COUNCIL

February 10, 2014

ORDINANCE AMENDMENT Snow Disposal in Harbor Prohibited

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 15, Use of Street, SECTION 15-147, Snow, BE AMENDED AS FOLLOWS:

Sec. 15-147 Snow

No person shall deposit or cause to be deposited any ice or snow, in any street or public place in the City. Disposal of snow in Rockland Harbor by any entity, including the City of Rockland, shall be prohibited.

State Law Reference: 17 M.R.S. § 2802; 17-A M.R.S. § 505; 23 M.R.S. § 3452.

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

Postponed 02/10/14 to 04/14/14
Postponed 04/14/14 to 07/14/14

David St. Laurent
Solid Waste Director

To: **Jim Crowley**
William Butler

Re: **Proposed Snow Dump at the Rockland Solid Waste Facility located at 400 Limerock St. Rockland, Maine 04841**

The City of Rockland is proposing to create an inland Snow Dump location for the removal and storage/disposal of waste snow during winter months.

It is our understanding based on the rule/criteria for inland waste snow disposal that a general permit is not needed as long as water body setbacks and Best Management Practices (BMP's) are followed.

Attached is a sketch of the facility and specific location of the proposed location the City would like to use for the placement of snow removed for public ways within the City of Rockland.

The city also intends to perform the following BMP's at the proposed location:

1. The City of Rockland will employ a litter removal program for all areas from which snow is collected for disposal in a snow dump.

2. The use of sand, salt, or sand/salt mixtures in areas from which snow is removed for disposal will be minimized where practicable.

3. The City will use hay bales for sedimentation control along all down-gradient boundaries of the snow dump.

4. The City will maintain a vegetative cover where there is a potential for runoff of meltwater beyond the snow dump boundaries to permanent or intermittent surface waters as well as between the edge of all down-gradient snow dump boundaries and the nearby surface waters. The vegetative cover will be maintained in such a manner and practicable width to maximize filtration of runoff from the snow dump.

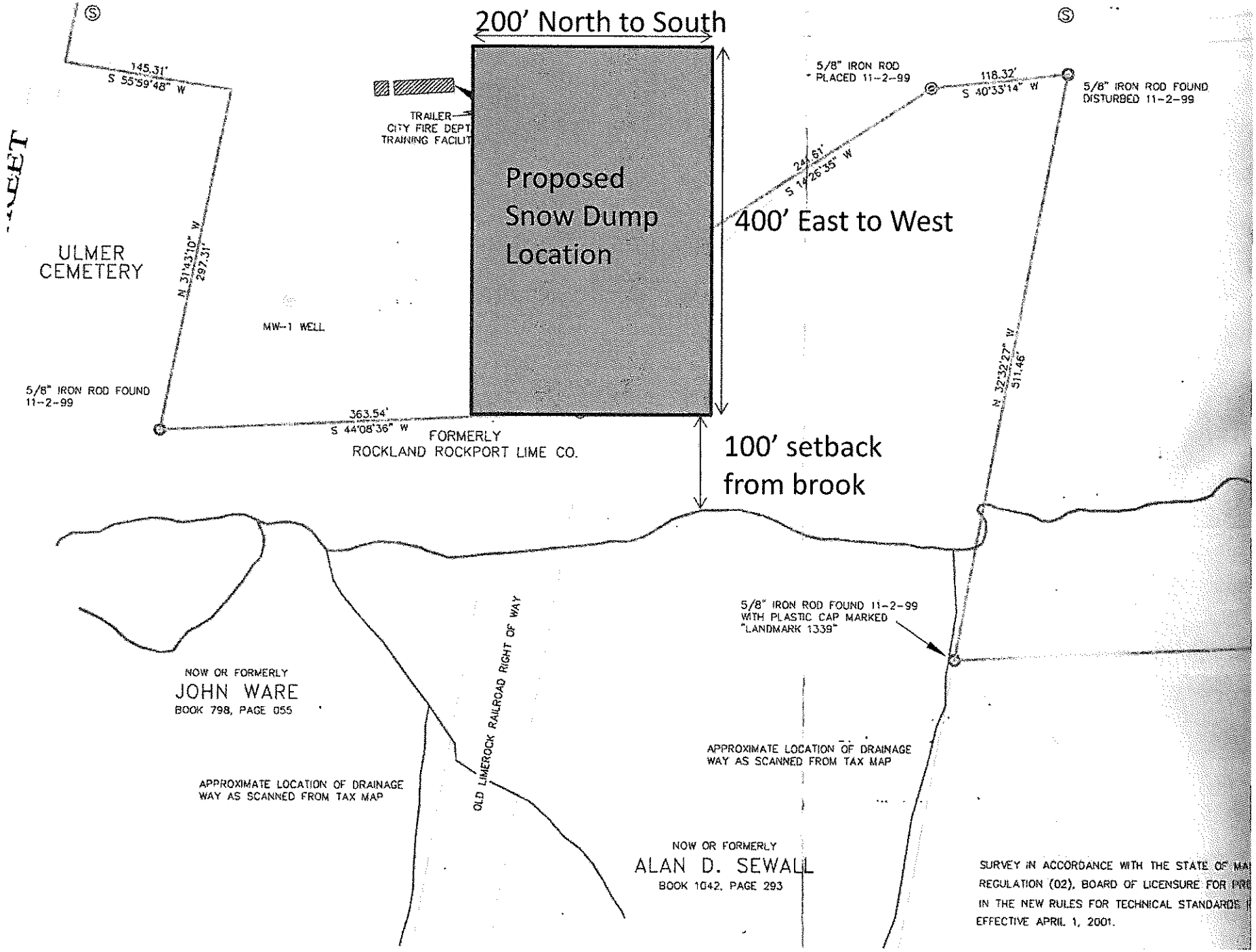
5. The City will prior to July 15th of each year, or once all snow/ice in the snow dump has melted, whichever is later, remove litter, refuse and other incidental materials collected during snow removal and storage from the surface of the snow dump and surrounding area, including surface waters, and properly disposed of in accordance with State and local rules and regulations.

Please let me if this proposal meets the requirements set forth by the Department or if there is anything else that is needed to complete this request.

Thank You,

David St Laurent
Rockland Sold Waste
Facility Director

400 Limerock Street • Rockland, ME 04841 207-594-5630 (office) www.dstlaurent@ci.rockland.me.us


200' North to South
Proposed Snow Dump Location
400' East to West
100' setback from brook
145.31'
S 55°59'48" W
TRAILER
CITY FIRE DEPT
TRAINING FACILIT
ULMER CEMETERY
N 31°43'10" W
297.31'
MW-1 WELL
5/8" IRON ROD FOUND
11-2-99
363.54'
S 44°08'36" W
FORMERLY
ROCKLAND ROCKPORT LIME CO.
5/8" IRON ROD
PLACED 11-2-99
118.32'
S 40°33'14" W
5/8" IRON ROD FOUND
DISTURBED 11-2-99
241.61'
S 14°26'35" W
N 32°32'27" W
511.46'
5/8" IRON ROD FOUND 11-2-99
WITH PLASTIC CAP MARKED
"LANDMARK 1339"
NOW OR FORMERLY
JOHN WARE
BOOK 798, PAGE 055
OLD LIMEROCK RAILROAD RIGHT OF WAY
APPROXIMATE LOCATION OF DRAINAGE
WAY AS SCANNED FROM TAX MAP
APPROXIMATE LOCATION OF DRAINAGE
WAY AS SCANNED FROM TAX MAP
NOW OR FORMERLY
ALAN D. SEWALL
BOOK 1042, PAGE 293
SURVEY IN ACCORDANCE WITH THE STATE OF MA
REGULATION (02), BOARD OF LICENSURE FOR PRO
IN THE NEW RULES FOR TECHNICAL STANDARDS
EFFECTIVE APRIL 1, 2001.

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

July 14, 2014

ORDINANCE AMENDMENT General Assistance – Maximum Levels of Assistance

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

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

Number in Household	Monthly
1	~~$698~~ $709
2	~~$709~~ $719
3	~~$865~~ $877
4	~~$1110~~ $1124
5	~~$1259~~ $1344

*Add ~~$68.00~~ $69.00 a month for each additional person

Sponsor: Councilor Isganitis
Originator: GA Administrator

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

July 14, 2014

ORDINANCE AMENDMENT: **Establishing Moratorium On Site Plan Applications For New And Expanded Buildings Over 50 Feet In Portions Of The Downtown Zone**

WHEREAS, new and expanded buildings may be constructed as high as 65 feet or 5 stories in the Downtown Zone, pursuant to Rockland Code, Ch. 19, Art. III, § 19-304(14)(C); and

WHEREAS, the Downtown Zone includes the areas south of Park Street and Park Drive, east of Union Street, and north of Pleasant Street that are in proximity to lands zoned Commercial-2, Residential-B, Transitional Business-1, Waterfront-2, and Waterfront-3, where the maximum building height is lower than 65 feet or 5 stories; and

WHEREAS, commercial land located in the portion of the Downtown Zone that lies east of Main Street and South of Park Drive abuts both Harbor Park and Mildred Merrill Park; and

WHEREAS, these two waterfront parks were acquired by the City, and have been maintained by the City, in part to provide a visual connection between Main Street and Rockland Harbor, and

WHEREAS, the height and design of any buildings constructed or expanded that abut these two City Parks has the potential to "wall off" the Harbor from Main Street and restrict or block current view corridors to the harbor as well as potentially impact public uses of these parks; and

WHEREAS, both the City's Comprehensive Planning Commission and residents of Pleasant Street area have requested that the City evaluate the potential impacts of 65 ft. tall buildings on residential uses in and adjacent to the southernmost portion of the Downtown Zone; and

WHEREAS, the extent to which a tall building may shadow an adjacent building or home has long been a consideration in developing zoning height and setback standards, and

WHEREAS, a commercial building in the Downtown Zone may be built, or expanded, to a height that is 30 feet taller than adjacent homes in the City's Residential B zone, and

WHEREAS, the City Council finds these constitute valid reasons to conclude that the application of the City's existing land use and zoning ordinance standards may be inadequate to protect the public investment and current public uses of the City's waterfront parks as well as adjacent residential uses from development over 50 feet tall in the Downtown Zone south of Park Street and Park Drive and, as a result, that serious public harm may result from such development; and

WHEREAS, the City Council finds that, to avoid such public harm, a moratorium is needed while

the City studies, drafts, and adopts one or more zoning ordinance amendments to revise the height standards and setbacks for new and expanded buildings in the Downtown Zone south of Park Street and Park Drive,

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

THAT, pursuant to Title 30-A, Maine Revised Statutes, Section 4356, a moratorium is hereby established barring the acceptance of new site plan applications for new buildings or building expansions over 50 feet tall in the portion of the Downtown Zone south of Park Street and Park Drive for 180 days; and

THAT, the Comprehensive Planning Commission is directed, within 90 days and in tandem with the Commissions review of the Design Standards for the Downtown Zone, to draft for City Council consideration, an ordinance revising the maximum height and related setbacks for new and expanded buildings in the Downtown Zone south of Park Street and Park Drive.

Sponsor: Mayor Pritchett
Originator: Comprehensive Planning Commission

Comprehensive Planning Committee Recommendations:
Ordinance Amendment #16, Ch. 19, Section 19-304, DT Zone Height Regulations

At its June 12th meeting, the Commission reviewed and made the following recommendations on Ordinance Amendment 16, Chapter 19, Section 19-304, DT Zone Height Regulations which, as proposed, would lower the height in the southernmost part of the Downtown Zone from 65 ft to 50 ft:

1) The Comprehensive Planning Commission recommends that City Council not act on Amendment #16.
   ACTION: No motions made by members. VOTE: 4-0-0

2) The Comprehensive Planning Commission recommends that City Council enact a 6-month moratorium for new applications of existing and new buildings that would exceed 50 feet in height in the Downtown Zone area south of the center line of Park St. and Park Drive to Central Park.
   ACTION: Chair Geiger made a motion, seconded by Member Ackor to accept this action. VOTE: 4-0-0

3) The Comprehensive Planning Commission proposes an order from Council to allow the Comprehensive Planning Commission to look at building heights as part of the review of standards in the Downtown zone and Tillson Avenue Area Overlay Zone.
   ACTION: Chair Geiger made a motion, seconded by Member Keedy to accept this action. VOTE: 4-0-0

Some Points From Comprehensive Planning Commission Discussion

As a part of the Commission's work on both Camden Street and Park/Payne, Chair Geiger and Commission member Kaler-Bell distributed examples of form based and place making code for the Commission to review. In the examples provided, building heights varied depending on whether the building was a corner building, was across the street from lower buildings or was in the same block and directly abutting lower buildings.

Commission member Morris asked several questions about the part of the Downtown Zone that abuts Harbor Park and questioned whether either the current or the proposed height was the appropriate standard in that part of the zone.

Commission member Ackor and Assistant Code Officer Kalloch pointed out that several multi-story commercial buildings use to be in the area in area, hence the current 65 foot height limit. But these taller building have been demolished or have burned.

Several members expressed a desire to consider height in the content of the broader discussion of design standards in the Downtown Zone and not as a standalone question.

Commission member Keedy noted that the area in question was the southern entrance to downtown and the standards should be evaluated in terms of the look of the street as a person drives or walks into the downtown area.

At several points in the discussion it was noted that residential uses and residential zones are much more intertwined on the north end of the Downtown Zone in the areas around Rankin, Tea, Leland, Gay and North Main than in the Pleasant Street area.

Chair Geiger noted that a moratorium in the area south of Park Street/Park Drive would address concerns raised by Pleasant residents while giving the Commission an opportunity to examine height standards more broadly throughout the Downtown Zone.

Attending June 12th Commission Meeting
Members present included: Valli Geiger, Chair, Ann Morris, Thomas Keedy, Adam Ackor and Mayor Larry Pritchett, ex-officio member. Commission was assisted in its work by Kevin Beal, City Attorney, Dave Kalloch, assistant CEO and Kara Cushman, Secretary. Wastewater Treatment Plant Director Terry Pinto and Pleasant Street resident Amy Files also attended the meeting. Commission members Audra Kaler-Bell and Eileen Wilkerson were absent.

CITY OF ROCKLAND, MAINE

ORDER #56

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing License Agreement – Dunkin Donuts Parking

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a license agreement with Jacks Maine Real Estate, LLC, formerly known as J & W Properties, LLC, owners of 632 Main Street (Tax Map #13-D-6), to allow parking for the business located at 632 Main Street on a portion of the City-owned parcel of land adjacent to said 632 Main Street, known as Ralph Ulmer Square and identified as Tax Map #12-B-1, in substantial conformance with the license agreement attached hereto.

Sponsor: City Manager
Originator: City Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT by and between the **CITY OF ROCKLAND, MAINE**, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and **JACKS MAINE REAL ESTATE LLC**, f/k/a J&W Properties, LLC, Maine business corporation with a place of business at 632 Main Street, Rockland, Maine (the "Licensee"), is effective July 15, 2014, if duly executed by each party.

WHEREAS, Licensee operates a Dunkin Donuts restaurant at 632 Main Street (Tax Map 13-D-6) (the "Dunkin Donuts"); and

WHEREAS, the City owns Ralph Ulmer Square at 1 North Main Street in Rockland (Tax Map 12-B-1) ("Ulmer Square"), adjacent to the Dunkin Donuts; and

WHEREAS, Ulmer Square was comprised of land conveyed to the City by deed of Anna H. Keen, dated August 28, 1889, and recorded on the Knox County Registry of Deeds in Book 77, Page 236, and of a former right-of-way benefitting, among others, the owner of the Dunkin Donuts property; and

WHEREAS, in or about 1971 the City and Licensee's predecessor in title entered into an oral agreement whereby Dunkin Donuts was authorized to construct seven parking spaces and to place 2 signs for Dunkin Donuts within northerly section of Ulmer Square where the right-of-way formerly was located (the "First License"); and

WHEREAS, the First License required the Dunkin Donuts owner and operator to install and maintain the flagpole and shrubbery in Ulmer Square, and to keep the Square free of litter; and

WHEREAS, on or about February 13, 1989, the City and another of Licensee's predecessors in title entered into a written license agreement, with no fixed term, authorizing Dunkin Donuts to continue to maintain seven parking spaces and two signs in their then-existing locations, and required the owner of the Dunkin Donuts property to maintain the flagpole and shrubbery in Ulmer Square and to keep the Square free of litter (the "Second License Agreement"); and

WHEREAS, the City and Licensee now seek to update said License Agreement, make it clearly applicable to Jacks Maine Real Estate LLC, establish a finite term, and more concisely state Dunkin Donuts' maintenance responsibilities in Ulmer Square,

NOW, THEREFORE, in consideration of the promises and undertakings

set forth herein, the parties hereto do agree as follows:

1. Grant of License. The City of Rockland grants to Licensee a license to use, for Licensee's Dunkin Donuts restaurant, up to seven parking spaces and two parking signs, now existing, in the northerly section of Ulmer Square that formerly constituted the right-of-way, within 20 feet of the Licensee's property and approximately as shown in the plan attached as Exhibit A (the "License Premises"), subject to the terms and conditions set forth in this License. Licensee may not utilize the License Premises for any other purpose.

2. Term. This License, the permissions granted to Licensee, and the conditions and obligations set forth herein shall be effective for five years, commencing July 15, 2014, and terminating at midnight on July 14, 2019, unless lawfully terminated earlier. The City and Licensee may extend this License for one additional five year term in a writing approved and duly executed by the City Manager and an authorized representative of Licensee or its successor or assign.

3. Consideration. No fee shall be charged for this License Agreement, provided that Licensee perform, or cause to be performed, to the satisfaction of the City Manager, the maintenance and other responsibilities set forth in this License, including:

A. Maintain and mow the grassed areas in Ulmer Square;

B. Plant, maintain, or – but only with the City Tree Warden's prior approval – replace, as may be applicable, the trees, shrubs, and gardens now existing in Ulmer Square;

C. Keep Ulmer Square and the License Premises free and clear of litter and debris; and

D. Raise and lower the United States flag on the flagpole in Ulmer Square, in conformance with the orders for the same by the President of the United States and/or Governor of the State of Maine.

4. Conditions. Such license and use of Ulmer Square Park shall be subject to and conditioned upon Licensee's performance of the Consideration and other maintenance obligations imposed in this License, and additionally upon the following:

A. Licensee shall not place or allow any third party to place or move Licensee's tables, chairs or other property to or onto Ulmer Square, and shall reasonably direct Dunkin Donuts patrons to neither consume Dunkin Donuts products or loiter in the non-licensed portion of Ulmer Square;

B. Licensee may not place any signs in Ulmer Square other than the two parking signs authorized herein to be placed within the License Premises, and shall remove any excess signs now existing from the License Premises;

C. Licensee may not place, and shall remove if placed by any third party, any commercial logos, promotional materials, or other advertising for Licensee's or any other business or enterprise within the non-licensed portion of Ulmer Square;

D. Licensee, and not the City, shall be responsible for the repair of any damage that occurs within the License Premises during the term of this License Agreement;

E. Licensee shall secure and maintain property insurance for the License Premises, and liability insurance covering occurrences within the License Premises in amounts not less than $1,000,000/occurrence and $3,000,000/ aggregate, and shall cause the City to be named therein as an additional insured. Licensee shall cause an original certificate of such insurance to be submitted to the City prior to Licensee's use of the License Premises. Licensee shall keep current such liability insurance coverage throughout the term of this License Agreement;

F. License shall not make or permit any construction, reconstruction, demolition, or other activity affecting the condition of the License Premises. Any improvements to or in the License Premises by, on behalf of, or with the permission of the Licensee shall become the property of the City, without cost and free and clear of any lien or other encumbrance or claim;

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

7. Indemnification; Hold Harmless. Licensee hereby agrees and undertakes to indemnify Licensor, and shall protect and hold Licensor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from any event, act, or omission within the term of this Agreement in connection with any claim, loss, or damage arising from or

connected with the permissions granted to Licensee herein, and/or from Licensee's acts or omissions in or relating to its use of the License Premises. Nothing herein shall be deemed a waiver of any limitation of liability or immunity afforded to the City by the doctrine of sovereign immunity, the Maine Tort Claims Act, and/or other applicable law or doctrine;

8. Termination. The City may terminate this License Agreement prior to the expiration of the Term as follows:

A. Either party may terminate this License Agreement by providing thirty days' prior, written notice to the other party;

B. The City may terminate this License Agreement without notice if the City Manager finds that Licensee is in violation of any condition, term, obligation, or requirement of this License Agreement or other applicable law, regulation, or rule ("cause"). Cause shall include, but not be limited to, Licensee's service of alcohol or allowance of the consumption of alcohol within the License Premises at any time during Licensee's business hours or while Licensee or any employee or other agent of Licensee shall be present at the Dunkin Donuts restaurant.

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

9. Miscellaneous.

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

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

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

D. This License Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and stands in the place of any previous agreement, whether oral or in writing. The parties hereto agree that

no amendment to this License Agreement shall be effective or binding upon any party unless it is in a writing signed in due form by both parties.

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

WITNESS:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND, MAINE:

_____

by: Thomas J. Luttrell,
its: Acting City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

JACKS MAINE REAL ESTATE, LLC:

_____

by: _____
its: _____

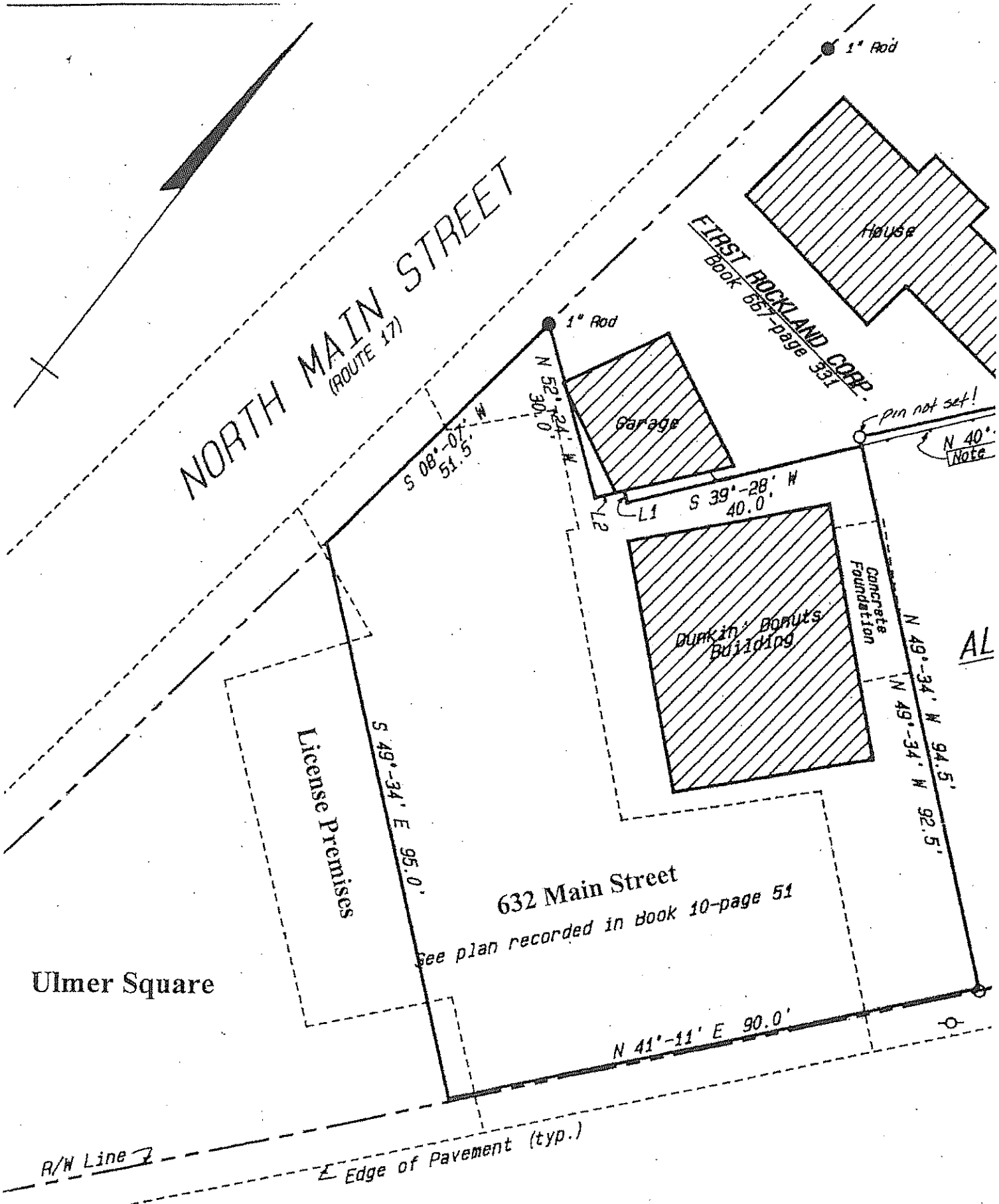

NORTH MAIN STREET
(ROUTE 17)
1" Rod
FIRST ROCKLAND CORP.
Book 657-page 331
House
1" Rod
Garage
pin not set!
N 40°
Note
N 52°-24' W
30.0'
S 08°-07' W
51.5'
L1 S 39°-28' W
40.0'
L2
Dunkin' Donuts
Building
Concrete
Foundation
N 49°-34' W 94.5'
N 49°-34' W 92.5'
AL
License Premises
S 49°-34' E 95.0'
632 Main Street
See plan recorded in Book 10-page 51
Ulmer Square
N 41°-11' E 90.0'
R/W Line
℄ Edge of Pavement (typ.)

EXHIBIT A

CITY OF ROCKLAND, MAINE

ORDER #57

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing License Agreement – Projections Over Sidewalk

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a license agreement with ADZ Partnership to allow decorative projects over the sidewalks on Main Street and Pleasant Street at 250 Main Street (Tax Map #5-C-9), which projections are among the architectural elements approved by the Planning Board, in substantial conformance with the license agreement attached hereto.

Sponsor: City Manager
Originator: City Manager

LICENSE AGREEMENT

THIS AGREEMENT by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and ADZ Partnership, a Maine partnership with its principal place of business in Thomaston, Maine (the "Licensee"), is effective July 15, 2014.

WHEREAS, on June 10, 2014, the Planning Board granted a site plan application by Cabot Lyman, d/b/a ADZ, LLC, to construct a small, boutique art hotel (the "Art Hotel") on property owned by Licensee at 250 Main Street in Rockland (Tax Map 5-C-9) (the "Property"); and

WHEREAS, the design of the Art Hotel included permanent projections from the Main Street and part of the Pleasant Street facades of the structure, extending between 18 and 36" over the sidewalks, including a cornice canopy to shield glazing that forms much of the fifth floor façade, window canopies on the second, third, and fourth floors, and fixed awnings shielding windows and entrances in the first floor façade, depicted to and approved by the Planning Board as follows:

and

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

NOW, THEREFORE, the City grants to Licensee a license for canopies, awnings, and projections in substantial conformance with

the site plan approved by the Planning Board, or as amended, as follows:

1. Grant of License. The City grants to Licensee a license to install and maintain canopies, awnings, and other permanent projections over the sidewalk as approved by the Planning Board and in conformance with the City's regulations for awnings set forth in Ch. 15, Art. I, Sec. 15-106.

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

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

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

5. Miscellaneous.

A. This License Agreement is contractual, and is not intended and shall not be construed as creating or conveying to Licensee, or any party, an interest in real property or right-of-way, and Licensee acknowledges for itself, its tenants, members, agents, successors,

and assigns, that it or they shall have no right, title, or interest in any City property or right-of-way;

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

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

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

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

WITNESS:

_____
by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND, MAINE:

_____
by: Thomas J. Luttrell
its: Acting City Manager

As to Form:

_____
Kevin J. Beal, City Attorney

WITNESS:

_____
Print: _____

ADZ PARTNERSHIP:

_____
by: Cabot Lyman
its: Managing Partner

CITY OF ROCKLAND, MAINE

ORDER #58

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Reconveyance by Bill of Sale – 108 First Street

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to reconvey by bill of sale a mobile home located at 108 First Street (Tax Map #58-A-7-108), acquired by automatic foreclosure of a municipal tax lien, to the former owner Brenda Birmingham, in substantial compliance with the Reconveyance Agreement attached hereto. If said former owner fails to comply with the requirements of the Reconveyance Agreement, the City Manager is hereby authorized to solicit bids for sale of said mobile home.

Sponsor: City Manager
Originator: City Attorney

RECONVEYANCE AGREEMENT
108 First Street (Tax Map 58-A-7-108)

The City of Rockland (the "City") and **Brenda Burningham** (the "Grantee") hereby agree to the City's reconveyance of the Marlette mobile home located at **108 First Street** (f/k/a 280 Park Street, Lot 108) in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 7-108 (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 10, 2012, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4563, Page 102, to secure the payment of unpaid real property tax assessed on the Property for FY 2012, pursuant to 36 M.R.S. § 942;

WHEREAS, on March 10, 2014, 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;

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

WHEREAS, on July 14, 2014, 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 30, 2014** (the "Reconveyance Deadline") cause to be paid to the City of Rockland all delinquent real estate taxes on the Property, as follows:

FY 2012:	$242.91	(including lien expenses and interest, with interest accruing thereafter at $0.03 *per diem*)
FY 2013:	$487.60	(including lien expenses and interest, with interest, accruing thereafter at $0.07 *per diem*)
FY 2014:	$410.53	(including interest, with additional interest, accruing thereafter at a rate of $0.08 *per diem*)
Subtotal:	**$1,141.04**;	

2. Payment of Delinquent And New Sewer Charges. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, by no later than the Reconveyance Deadline cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all water and sewer charges incurred by the City for the Property, in the amount of **$701.92 as of April 30, 2014**, 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 April 30, 2014;

3. 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);

4. Extension. The City Manager may extend the Reconveyance Deadline, for cause, but for no longer than sixty (60) days;

5. Representations; Indemnification. The undersigned represents that it is a mortgage lien holder encumbering the Property, and that it is authorized to perform the undertakings set forth in this Agreement and to accept the City's release deed to the Property. The Grantee shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantee's guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City's ownership of the Property;

6. Remedies.

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

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

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of July ___, 2014.

WITNESS:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

by: Thomas J. Luttrell
its: Acting City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

BRENDA BURNINGHAM:

_____

CITY OF ROCKLAND, MAINE

ORDER #59

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Reconveyance by Bill of Sale – 42 Fourth Street

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to reconvey by bill of sale a mobile home located at 42 Fourth Street (Tax Map #58-A-8-42), acquired by automatic foreclosure of a municipal tax lien, to the former owners Ken and Elena McIntyre, in substantial compliance with the Reconveyance Agreement attached hereto. If said former owners fails to comply with the requirements of the Reconveyance Agreement, the City Manager is hereby authorized to solicit bids for sale of said mobile home.

Sponsor: City Manager
Originator: City Attorney

RECONVEYANCE AGREEMENT
42 Fourth Street (Tax Map 58-A-8-42)

The City of Rockland (the "City") and **Kenneth and Elena McIntyre** (collectively, the "Grantee") hereby agree to the City's reconveyance of the Imperial mobile home located at **42 Fourth Street** (f/k/a 282 Park Street, Lot 42) in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 8-42 (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 10, 2012, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4563, Page 199, to secure the payment of unpaid real property tax assessed on the Property for FY 2012, pursuant to 36 M.R.S. § 942;

WHEREAS, on March 10, 2014, 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;

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

WHEREAS, on July 14, 2014, 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 30, 2014** (the "Reconveyance Deadline") cause to be paid to the City of Rockland all delinquent real estate taxes on the Property, as follows:

FY 2012:	$396.04	(including lien expenses and interest, with interest accruing thereafter at $0.06 *per diem*)
FY 2013:	$380.18	(including lien expenses and interest, with interest, accruing thereafter at $0.06 *per diem*)
FY 2014:	$307.41	(including interest, with additional interest, accruing thereafter at a rate of $0.06 *per diem*)
Subtotal:	**$1,083.63**;	

2. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and reports of inspections of the Property on April 4, 2014, the Former Owner shall effect the following repairs of Property Maintenance or other Code violations at the Property, on or before the Closing Date unless otherwise stated below:

* Install operational smoke detectors;

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;

3. **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);

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

5. **Representations; Indemnification.** The undersigned represents that it is a mortgage lien holder encumbering the Property, and that it is authorized to perform the undertakings set forth in this Agreement and to accept the City's release deed to the Property. The Grantee shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantee's guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City's ownership of the Property;

6. **Remedies.**

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

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

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of July ___, 2014.

WITNESS:

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

by: Thomas J. Luttrell
its: Acting City Manager

As to Form:

Kevin J. Beal, City Attorney

CITY OF ROCKLAND, MAINE

ORDER #60

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Bids – Sale of Tax-Acquired Property – 106 Thomaston Street

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to solicit bids for the sale of a City-owned parcel of land located at 106 Thomaston Street (Tax Map #61-A-8) acquired through the automatic foreclosure of a municipal tax lien. The City reserves the right to accept or reject any and/or all bids.

Sponsor: City Manager
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #61

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Bids – City-Owned Property – 224 Old County Road (Engine Quarry)

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to solicit bids for the sale of a City-owned parcel of land located at 224 Old County Road (Tax Map #80-A-3) and known as Engine Quarry. The City reserves the right to accept or reject any and/or all bids.

Sponsor: City Manager
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #62

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Use of Dedicated Funds – Sewer Repairs

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

WHEREAS, during Fiscal Year 2015 budget deliberations, the Waste Water Treatment Plant Director identified Sewer/ Storm Water Collection System CIP's totaling $388,000; and

WHEREAS, The City has unexpended CSO/ Pump Station Funds from 2006 that can be expended for sewer/ storm water projects in the South End; and

WHEREAS, The Waste Water Treatment Facility has unexpended CIP Project Monies from previous facility upgrades;

THAT the City Manager is hereby authorized to expend funds out of the following accounts to cover the costs of any required sewer repairs discovered during inspection of the City's sewer system by the Preventative Maintenance Program:

- R.E. Reserved for CIP (Acct. #20000-02990) $207,210
- Due CSO/Pump Station Project (Acct. #10000-01676) $206,002

Sponsor: City Manager
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #63

IN CITY COUNCIL

July 14, 2014

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, 2015, 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, 2015, out of money raised by taxation during the fiscal year ending June 30, 2015, 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 #64

IN CITY COUNCIL

July 14, 2014

ORDER Authorizing Transfer of Reserve Funds – Harbor Park Re-Development Reserve

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to transfer $12,750, calculated to be one-half of the anticipated revenues from Park Rental Fees for FY 2015, from the Harbor Port Development Reserve Account (#70000-01684) to a reserve account to be newly created that will be named the Harbor Park Re-Development Reserve Account.

Sponsor: Councilor Hebert
Originator: Councilor Hebert