

CITY OF ROCKLAND, MAINE



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

CITY CLERK'S OFFICE

August 7, 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, AUGUST 10, 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)(d), which allows for discussion of labor contracts, to hold a discussion on union negotiations.

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

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

REGULAR MEETING

AGENDA

August 10, 2015

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Public Forum of not more than 30 minutes (3 min. limit each speaker)
4. Meeting Notice
5. Reading of the Record
6. Reports:
 - a. City Manager's Report
 - b. City Attorney's Report
 - c. Other Official's Report
 - d. Mayor's Report
7. Licenses and Permits:
 - a. Liquor & Entertainment Licenses – American Legion Post #1
 - b. Lodging House License – Brunswick Rooms
8. Resolves:
 - #32 Commendation – Troy Peasley (20 Yrs. Of Service) City Council
 - #33 Accepting Donation – Library City Council
 - #34 Accepting Donation – Library City Council
 - #35 Accepting Donations – Library City Council
 - #36 Honoring the 80th Anniversary of the Social Security Act Mayor Isganitis
 - #37 Confirmation of Director of Public Services
9. Ordinances in Final Reading & Public Hearing:
 - #20 Authorizing Quit Claim Deed – Reconveyance of 11 Dunton Avenue City Council
 - #22 Authorizing Quit Claim Deed – Sale of 20 Katahdin Avenue City Council
10. Ordinances in First Reading:
 - #21 Zoning Map Amendment – W/WG to C3 – Farwell Drive (Postponed from 7/31/15) Mayor Isganitis
 - #23 Ch. 17, Sec. 17-801 Parking Prohibition – Gordon Drive Councilor MacLellan-Ruf
 - #24 Ch. 17, Sec. 17-403 & 17-420 Shuffling Councilor Pritchett
 - #25 Authorizing Lease to Own Contract – 2016 CIP Equipment City Council
 - #26 Authorizing Sale of City Property – 328 Limerock Street City Council
 - #27 Ch. 12, Sec. 12-107 Curfew Violation Notification Councilor MacLellan-Ruf
 - #28 Authorizing Lease of Community Building City Council
 - #29 Authorizing Sale of City Property – 35 Broadway City Council
 - #30 Authorizing Sale of City Property – 44 Old County Road City Council
 - #31 Authorizing Sale of City Property – 319 Broadway City Council
11. Orders:
 - #52 Setting Due Dates & Interest Rate – FY 2016 Taxes (Postponed from 7/13/15) City Council
 - #61 Casting Ballot – MMA Officers City Council
 - #62 Setting Time for Polls – 8/18/15 RSU #13 Budget Validation Referendum Election City Clerk
 - #63 Accepting EPA Brownsfields Phase I Site Assessment Grant City Council
 - #64 Authorizing Loan Agreement Extension with the USCG for Lighthouse Artifacts Councilor Clayton
 - #65 Authorizing Licenses Extension for Loan of Lighthouse Artifacts Councilor Clayton
 - #66 Authorizing Expenditure of Reserve Fund – Lien Acquired Property Councilor Geiger
 - #67 Authorizing COLA Salary Adjustments – Attorney/Clerk Mayor Isganitis
12. Adjournment.

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

Name of Applicant American Legion Post #1 Phone 207-594-4844

Address of Applicant 335 Limerock Street P.O. Box 582
Rockland, Maine 04841

Name of Business Same Phone _____

Address of Business Same

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 Veteran Services (Canteen)

Expiration of Current License 8-29-15

Fee(s) Paid \$300.00 Date 7/20/15

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 Charles C. Farley, Sr F.O. Date 7-20-15

Approved By: _____ License # _____

[Signature] Code Officer 8/5/15 Date
 Approved Inspected; See Report

[Signature] Fire Inspector 8/5/15 Date
 Approved Inspected; See Report

Police Chief _____ Date _____

City Clerk _____ Date _____

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

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

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 335 Limerock St. Rockland, ME 04841

10. Is/are applicants(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
<u>Charles C. Finley, Sr (Finance Officer)</u>	<u>8-7-43</u>	<u>Rockland, ME</u>
<u>Belinda Landre (Bar Manager)</u>	<u>10-11-58</u>	<u>Rockland, ME</u>

Residence address on all of the above for previous 5 years (Limit answer to city & state)
Rockland, ME
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: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Members Lounge, Kitchen & rest rooms
2 offices, Function Hall, Walk-in Ref & Freezer, Open Area for Horse Shoes & Picnic Area

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? 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: Rockland Savings Bank (MORTGAGE)

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 04841 on 6-18, 20 15
Town/City, State Date

Charles C Finley, Sr
7/1

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Charles C Finley, Sr
Print Name

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 unorganiz territories shall submit along with their application evidence of payment to the County Treasurer.



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

PPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: Winslow - Hathbrook - Merritt American Legion Post #1

2. Title, name, birth date and telephone number of each principal officer of the club:

Title	Name	Birth Date	Telephone
Commander	Danmyl Leovitt	5/24/1947	207-273-2206
Adjutant	Douglas King	6/5/1952	207-584-9895
Finance Officer	Charles Finley, Sr	8/7/1943	207-542-4844

3. Date Club was incorporated: 1919

4. Purpose of Club: () Social () Recreational () Patriotic () Fraternal

5. Date regular meetings are held: 1st Tuesday of Month

6. Date of election of Club Officers: 1st Tuesday in May

7. Date elected officers are installed: 3rd Friday in May

8. Total Membership: _____ Annual Dues: _____ Payable When: _____

9. Does the Club cater to the public or to groups of non-members on the premises? Yes No

10. Excluding salaries, will any person, other than the Club, receive any of the financial profits from the sales of liquors? Yes No RENTALS

11. If a manager or steward is employed, complete the following:

Name: Belinda Landee Date of Birth: 10-11-58

Sign in blue ink Charles C. Finley, Sr.

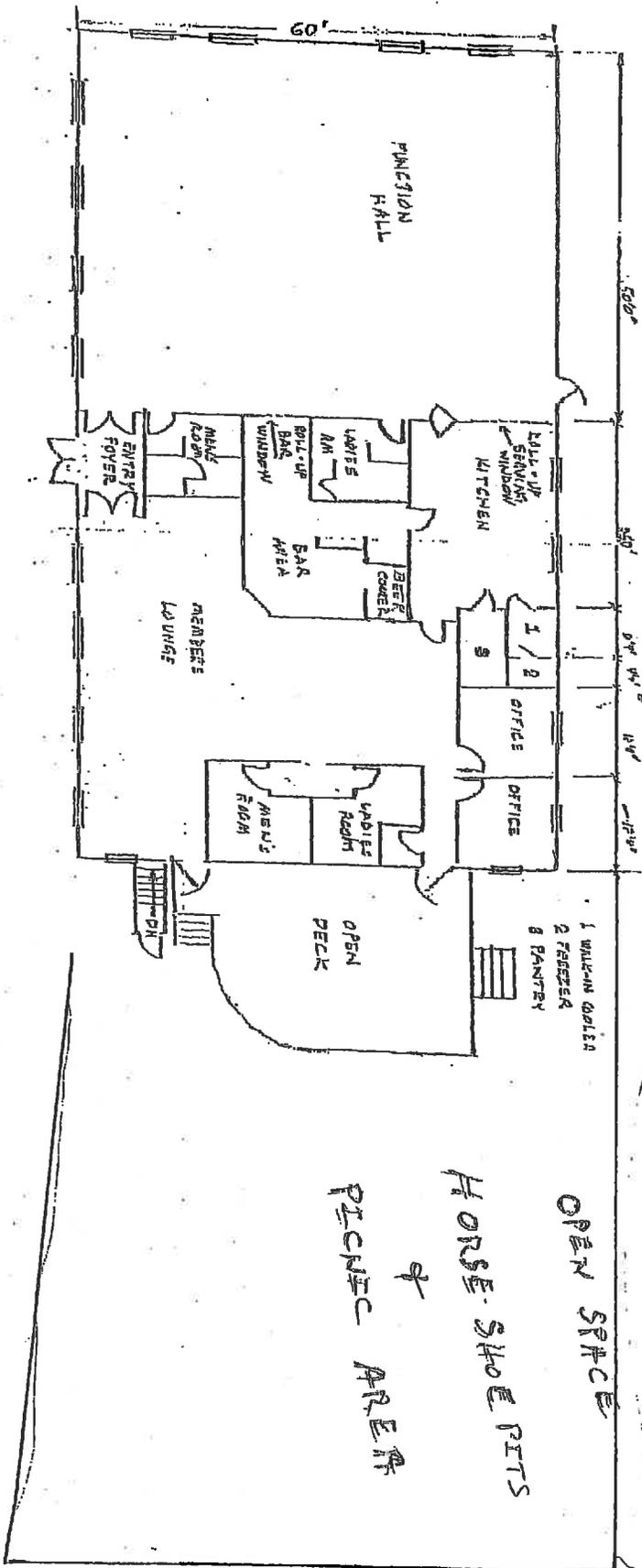
Charles C. Finley, Sr. Finance Officer
 Signature & Title of Club Officer

6/18/15

Date

Charles C. Finley, Sr.
 Print Name & Title of Club Officer

PREMISE DIAGRAM



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

Name of Applicant Colin Wentworth Phone 207-691-7722

Address of Applicant 6 Lake Ave.
Rockland

Name of Business Brunswick Rooms Phone 207-594-9761

Address of Business 204 Main St.

Name of Property Owner (if different) Colinda, Inc.

Type of License(s): Liquor Victualer Entertainment

Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Merchant Other (Specify) _____

Type of Business Rooming/Boarding House

Expiration of Current License _____

Fee(s) Paid \$100.00

Date July 20, 2015

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 Colin Wentworth Date July 20, 2015

Approved By: _____ License # _____

David [Signature] Code Officer 8/7/15 Date
 Approved Inspected; See Report

Mark M. Mayo Fire Inspector 07 AUG 15 Date
 Approved Inspected; See Report

Police Chief _____ Date

City Clerk _____ Date

CITY OF ROCKLAND, MAINE

RESOLVE #32

IN CITY COUNCIL

August 10, 2015

RESOLVE Commendation – Troy Peasley

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT Troy Peasley is hereby commended and congratulated for 20 years of service to the City of Rockland as a member of the Rockland Police Department.

AND, be it further Resolved that a Plaque and a Certificate of Commendation be presented to Officer Peasley 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 #33

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donation - Library

WHEREAS, the Friends of the Rockland Public Library donated \$15,000 to the Rockland Public Library restricted to operational expenses at the Library, to be received into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003);

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

THAT the City gratefully accepts the donation and directs that a letter of thanks be sent to the Friends of the Rockland Public Library in recognition of their generous donation.

Sponsor: City Council
Originator: City Council



FRIENDS OF
ROCKLAND
PUBLIC LIBRARY

P. O. Box 764, Rockland, ME 04841

*The mission of the **Friends of Rockland Public Library** is to support the goals of the Library and its Advisory Board in their efforts to serve the City and the greater Rockland community.*

July 1, 2015

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

Dear City Council Members:

On behalf of the Board of Directors of the Friends of Rockland Public Library, I would like to present the enclosed check in the amount of \$15,000.00, payable to the Rockland Public Library.

As stated in a letter from our co-presidents, dated May 22, 2015, this money fulfills our pledge to provide a portion of funds that will be matched by the City of Rockland. This money is a result of fundraising we have done in the private sector. The entire \$15,000.00 is to be restricted to operational expenses of the Rockland Public Library for the fiscal year 2016. Furthermore, we are providing this money in addition to the regular annual support for the library in the form of books, audio-visual items and equipment, public access computers, special programming, staff education, inter-library loans, etc., which total an average of \$30,000.00.

Thank you all for your efforts in this year's budget process. Special thanks go to Amy Levine for her hard work in providing a carefully thought out budget for FY2016.

Sincerely,

Michelle H. Dee
Treasurer

cc: Amy Levine, Library Director

CITY OF ROCKLAND, MAINE

RESOLVE #34

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donation – Library

WHEREAS, the Rockland Public Library Endowment Association donated \$17,000 to the Rockland Public Library, restricted to benefit the Library budget, and to be receipted into the Library Restricted Donations account (#10062-03150);

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

THAT, the City gratefully accepts the donation and directs that a letter of thanks be sent to the Rockland Public Library Endowment Association in recognition of their generous donation.

Sponsor: City Council
Originator: City Council

R. P. L. E. A.

Rockland Public Library Endowment Association
PO Box 18
Rockland, Maine 04841

July 23, 2015

To: Mayor and Members of the Rockland City Council:

Greetings:

Enclosed please find our check in the amount of \$17,000, payable to the Rockland Public Library. This amount represents the first of two payments that we will make during this fiscal year that began July 1st. The use of these funds is to be restricted to the benefit of the Library budget as we stated in our commitment to the Council contained in our memorandum of May 25th.

Later in this fiscal year, we will make another payment of \$20,000 for the same purpose and with the same restrictions. We wish to be informed by the City Finance Director how the funds are expended during the year. This second payment represents a one-time gift that will not be repeated, as our mission and bylaws clearly define that our donations should serve as supplementary, not operational, support for the Rockland Public Library. Our Board felt intense pressure from some Councilors to make up monies that the City failed to budget for our very busy Library and we do not agree that this is a reasonable way to fund this indispensable Rockland facility. We do, however, understand that the City has faced financial difficulties caused by reduced revenues from the State of Maine, and are glad to help.

In addition to the above, we will provide supplemental funding during this fiscal year, when we are able, and hope that it may help to keep the Rockland Public Library at the level of excellence that we helped to achieve and have come to cherish.

CITY OF ROCKLAND, MAINE

RESOLVE #35

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donations – Library

WHEREAS, the Friends of the Rockland Public Library donated \$826.12 to the Rockland Public Library for 59 children's titles to be added to the children's collection and be deposited into the Library Restricted Donation account (#10062-03150) and to be expended from the Library Restricted Donations Expenditure account (#10062-07003); and

WHEREAS, Dave Morrison, of Camden, Maine, and author of the book *Cancer Poems*, has donated said book, valued at \$12.95, to the Rockland Public Library, to be added to the Library's collection;

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 Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #36

IN CITY COUNCIL

August 10, 2015

RESOLVE Honoring the 80th Anniversary of the Social Security Administration

WHEREAS, on August 14, 1935, President Franklin D. Roosevelt signed the Social Security Act into law; and

WHEREAS, Social Security is a social insurance program under which workers earn coverage for retirement, survivors, and disability benefits by paying Social Security taxes on their earnings; and

WHEREAS, Social Security serves as vital financial protection for working men and women, children, those with disabilities, and the elderly; and

WHEREAS, Social Security also administers the Supplemental Security Income program, which is funded by general revenues and provides cash assistance to aged, blind, and disabled persons who have very limited means; and

WHEREAS, the Social Security program is the cornerstone of economic protection on which workers can build a comfortable retirement through pensions, insurance, savings, and other income; and

WHEREAS, Social Security is committed to providing the American public choices for conducting business with the agency. The Social Security website offers online services, applications, and program information for beneficiaries, employers, and the public; and

WHEREAS, “*my Social Security*” allows people quick, convenient, and secure access to their personal Social Security record, and serves as a valuable source of information beginning in employees’ working years and continuing throughout the time they receive Social Security benefits; and

WHEREAS, the City of Rockland, Maine, recognizes the importance of Social Security benefits to the welfare of its citizens and joins the Social Security Administration in celebrating its past and in building its future;

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

THAT, the City of Rockland, Maine, joins the Nation in celebrating the 80th anniversary of the signing of the Social Security Act.

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis



STATE OF MAINE
OFFICE OF THE GOVERNOR
1 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0001

Paul R. LePage
GOVERNOR

July 24, 2015

Greetings,

This year marks the 80th anniversary of the signing of the Social Security Act. On August 14, 1935, President Franklin Delano Roosevelt signed into law arguably the single most important piece of legislation in American history that has prevented poverty and improved the lives of elderly and disabled Americans for eight decades. When President Roosevelt signed the Social Security Act into law in 1935, he envisioned keeping older Americans out of poverty after a lifetime of work.

Social Security is America's premier program for helping people stay out of poverty and at some point, it touches the life of nearly every American. Since its inception, Social Security has been a precious lifeline to those whose ability to earn an income has been hampered by age, infirmity, or disability. In our country today, two in three elderly beneficiaries still rely on Social Security for half or more of their total income. For one in three, Social Security is virtually all (90% or more) of their income.

Today, the Social Security Administration still keeps to this vision, but on a grander scale – to keep older Americans, people with disabilities, wounded veterans, and the children and spouses of disabled workers out of poverty by providing a financial safety net and, in some cases, the opportunity to regain the ability to provide for themselves.

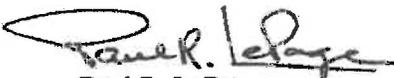
On average, Social Security retirement benefits replace just 40 percent of a worker's earnings. Workers should think of these benefits as a foundation upon which they can build a secure and comfortable retirement with other sources of income, such as pensions, savings, and investments.

Social Security is critically important for many of our state's most vulnerable citizens. We must be proactive in ensuring that this valuable lifeline remains a strong thread in the fabric of our citizen's financial futures. Today, the Social Security Administration has eight Social Security offices located in communities across the State of Maine and pay over \$368 million in monthly benefits to approximately 325,000 eligible beneficiaries.

The State of Maine looks forward to partnering with the Social Security Administration to both recognize this very special milestone in Social Security's history and, at the same time, help educate the citizens of our state about the importance of Social Security benefits.

The State of Maine recognizes the importance of Social Security benefits to the welfare of its citizens and joins the Social Security Administration in celebrating its past and in building its future. The great State of Maine joins the Nation in celebrating the 80th anniversary of the signing of the Social Security Act.

Sincerely,


Paul R. LePage
Governor



PRINTED ON RECYCLED PAPER

TTY USERS CALL 711
www.maine.gov

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

First Reading 7/13/15
First Publication 7/23/15
Public Hearing 8/10/15
Final Passage _____
Second Publication _____
Effective Date _____

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 #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 Stuart 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

First Reading 7/13/15
First Publication 7/23/15
Public Hearing 8/10/15
Final Passage _____
Second Publication _____
Effective Date _____

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.

10. 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) payment in lieu of tax. 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. **BUYER AGREES TO MAKE PRO-RATED PAYMENT IN LIEU OF TAX FOR FISCAL YEAR 2016 (JULY 1, 2015, THROUGH JUNE 30, 2016) AT THE CLOSING, CALCULATED FROM THE AMOUNT OF TAX THAT WOULD HAVE BEEN ASSESSED ON THE PROPERTY HAD THE BUYER HELD TITLE TO THE PROPERTY ON APRIL 1, 2015, WHICH WAS ASSESSED AT \$159,600.** Buyer and Seller will each pay their transfer tax if and as required by the State of Maine, if applicable. The payment and other requirements of the parties set forth in this paragraph are contractual, and shall survive closing and remain in full force and effect until performed.

11. 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.

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

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

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

None.

14. PROPERTY DISCLOSURE FORM: Buyer waives notice and receipt of property disclosure, lead paint, private water supply, arsenic, and any other form or information regarding the condition of the Property.

15. 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 deposit. 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.

16. PRIOR STATEMENTS: This Agreement sets forth 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.

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

18. 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.

19. ADDENDA: No; Yes -- List, and Attach. _____

20. 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 include all days of the week, and not be limited to "business days."

21. 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.

22. OTHER CONDITIONS: _____

23. 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's Mailing address is: 18 Katahdin Avenue, Rockland, ME 04841

Date: August __, 2015

BUYER: Stjuart Bicaj

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.

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

Dated: August __, 2015

SELLER: City of Rockland, Maine
by: James D. Chaousis II
its: City Manager

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

Postponed 7/13/15 to 8/10/15



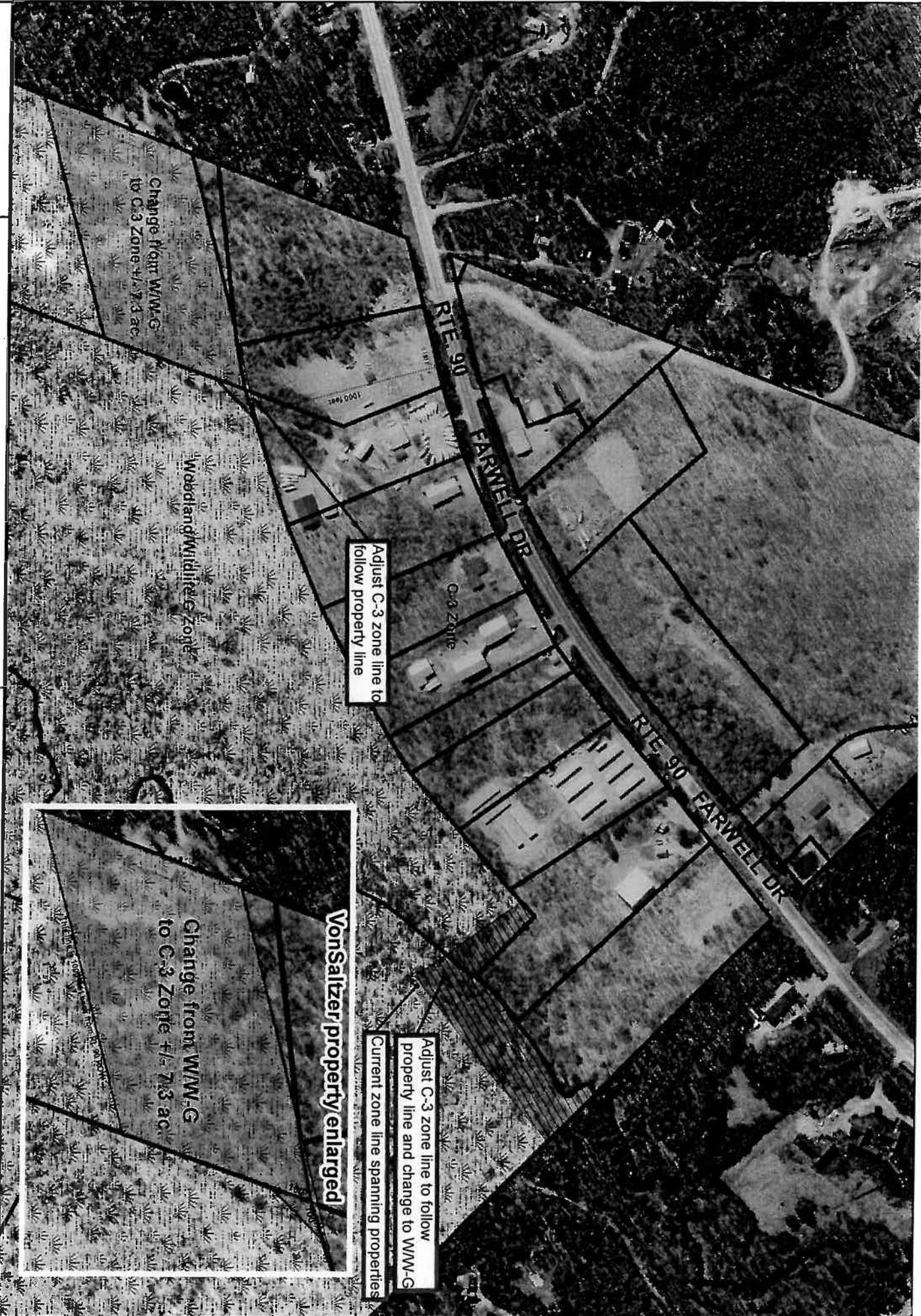
CITY OF
ROCKLAND
KNOX COUNTY
MAINE

ORDINANCE AMENDMENT #22

Printed: 7/1/2015



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 #21

IN CITY COUNCIL

July 13, 2015

ORDINANCE AMENDMENT: Amending Zoning Map in the Vicinity of Farwell Drive

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, the Official Zoning Map of the City of Rockland, Maine, be and hereby is amended as follows:

1. By rezoning that portion of a parcel owned by Malcolm H. von Saltza having no address but described as Tax Map #95-A-2 that is currently located in the Commercial-3 Zone, to Woodland/Wildlife - G Zone; and

2. By rezoning that portion of a parcel owned by Joseph L. Soley having no address but described as Tax Map 95-A-10 that is currently located in the Commercial-3 Zone, to Woodland/Wildlife - G Zone; and

3. By rezoning that portion of the parcel owned by Malcolm H. von Saltza 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; and

4. By rezoning that portion of a parcel owned by Malcolm H. von Saltza having no address but described at Tax Map #95-A-2 lying between 600 feet and 1,000 feet southerly of Farwell Drive and westerly of an imaginary line extending the easterly property line of a parcel of land owned by Peter C. and Mary E. Johanson located at 11 Farwell Drive (Tax Map #95-A-2-9) from the Woodland/Wildlife-G Zone to the Commercial-3 Zone,

all as shown on the map attached Exhibit A.

Sponsor: Mayor Isganitis

Originator: Code Enforcement Officer



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

Current zone line spanning properties

Extend property line of Johanson straight back,

Change from WW-G to C-3 1000 ft. back from Rt. 90.

Change from WW-G to C-3 Zone of 5.5 ac.

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

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



Printed: 8/3/2015

1 inch = 400 feet

0 100 200 400 600 Feet



EXHIBIT
A

**CITY OF
ROCKLAND
KNOX COUNTY
MAINE**



**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #23
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Parking Prohibition – Gordon Drive

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 17, Traffic & Vehicles, ARTICLE VII, Schedules, SECTION 17-801, Schedule I, Parking Prohibition, BE AMENDED AS FOLLOWS:

Sec. 17-801 Schedule I. Parking Prohibition

Parking is prohibited at all times upon the following streets or parts thereof:

Street	Area Affected
<u>12A. Gordon Drive</u>	<u>A. South side for a distance of one hundred (100) feet in an Easterly direction starting from one hundred twenty (120) feet East of the entrance to at 38 Gordon Drive (Tax Map #62-A-17).</u> <u>B. North side for a distance of sixty (60) feet in an Easterly direction starting from a point ninety (90) feet East of the entrance at 50 Gordon Drive (Tax Map #62-A-14).</u>

Sponsor: Councilor MacLellan-Ruf
Originator: Parking Committee

July 6, 2015

To: Stuart Sylvester, City Clerk
For: Rockland City Council Agenda
From: Rockland Parking Committee
Re: Parking Restriction Additions to City Charter & Code
Sponsor: Troy Peasley, Traffic Officer

*The Rockland Police Department received a complaint from Linda Bean's Maine Lobster located on Gordon Drive in the industrial park. The issue is that their trucks were having difficulty pulling out of the property due to vehicles parked across from their business along Gordon Drive. Stuart Marine was having the same problem. Fisher Snow Plow has a very large parking lot, however they are using a portion of their back parking lot for storage. Many of their employees are parking along Gordon Drive. The Rockland Parking Committee discussed the issue and agreed with the recommendation of the Rockland Police Department to restrict two small areas on each side of Gordon Drive so large vehicles can safely pull out of the businesses affected.

Addition to City Charter & Code

ARTICLE VIII Schedules

Sec. 17-801 Schedule I. Parking Prohibition

(Page 17-24)

Street	Area Affected
---------------	----------------------

Please add:

- | | |
|-------------------|--|
| 12B. Gordon Drive | A. South Side for a distance of one hundred (100) feet in an Easterly direction starting from one hundred-twenty 120 feet East of the entrance to Stuart Marine. |
| | B. North Side for a distance of sixty (60) feet in an Easterly direction starting from ninety (90) feet East of the entrance to Fisher Snow Plows. |

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #24
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Violations of Parking Ordinance – Shuffling or Relocating

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 17, Traffic & Vehicles, SECTION 17-403 & 17-420 Violations of Parking Ordinance; Schedule of Fines & Waiver Fees, BE AMENDED AS FOLLOWS:

Sec. 17-403 Violations of Parking Ordinance

Overtime Parking and Shuffling, Relocating Vehicles, or Removing Chalk to Avoid Penalties. When signs are erected in each block giving notice thereof, no person shall park a vehicle upon any of the streets or parts of the streets described in Section 17-802 for a longer period than so specified in that Section. No person shall relocate or move a vehicle in order to avoid a violation of the parking time limit. The following action shall be considered prima facie evidence of such prohibited conduct when observed by a law, or parking enforcement officer: when a person removes or obscures chalk marks placed by an officer, or moves or relocates a vehicle which has been parked less than the posted time limit from a time limited parking space and then returns to the same parking space or moves to a parking space within 500 feet of that same parking space, as measured along the street, within five twenty minutes of the time that the initial parking space was vacated. Such shuffling or relocating shall constitute overtime parking for the purposes of this section with the higher shuffling fines and waiver fees. Overtime parking is a violation of this Article, and shall be subject to the fines set forth in this Section. Each two hours of overtime parking shall constitute a separate offense.

* * * *

Sec. 17-420 Violations of Parking Ordinance

4. Schedule of Fines and Waiver Fees:

Sec.	Parking Violation	Fines Pursuant to Sec. 17-420(1)		Initial Waiver Fee if Paid w/in 30 Days of Violation	Waiver Fee after 30 day Initial Waiver Fee but before Summons Issued
		Min.	Max.		
17-401	Stopping, Standing or Parking Prohibited in Specific Places	\$50	\$100	\$20	\$40
17-402	Parking Prohibited At All Times on Certain Streets or Lots	\$50	\$100	\$20	\$40
17-403	Overtime Parking (NOTE: Each 2 hrs. of over time parking constitutes a separate offense)	\$50	\$100	\$10	\$20
	<u>Shuffling or Relocating</u>	<u>\$50</u>	<u>\$100</u>	<u>\$25</u>	<u>\$50</u>
[Remainder of schedule is unchanged]					

Sponsor: Councilor Pritchett
Originator: Parking Committee

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #25

IN CITY COUNCIL

August 10, 2015

ORDINANCE AMENDMENT Authorizing Lease to Own Contract – Capital Equipment

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, pursuant to Charter Section 702 (c), 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 \$400,000, for the acquisition of the following, approved capital equipment:

- Video Equipment - Council Chambers
- Police Cruiser
- Dump Truck with plow and sander - Public Works
- Ambulance - 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

2016 Lease to Own Contract		
Department	Equipment	Amount
City Hall	Video Equipment - Council Chambers	\$30,000
Police	Police Cruiser	\$30,000
Public Works	Dump Truck with Plow & Sander	\$150,000
EMS	Ambulance	\$190,000
	TOTAL	\$400,000

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #26
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 328 Limerock Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Jake Barbour, of Owls Head, Maine, for property located at 328 Limerock Street, as shown on Rockland Tax Map #66-B-8, for \$5,000, 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

ORDINANCE AMENDMENT #27

IN CITY COUNCIL

August 10, 2015

ORDINANCE AMENDMENT: Facilitating Service of Notice of Curfew Violations

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 12, Miscellaneous Offenses, ARTICLE I, Curfew Ordinance, SECTION 12-107, Police Procedures, BE AMENDED AS FOLLOWS:

Sec. 12-107 Police Procedures

1. **General.** A policeman of the City, upon finding or have attention called to any minor on the streets in *prima facie* violation of the Curfew Ordinance, normally shall take the minor to the City Police Station, where a parent shall immediately be notified to come for such minor, whereupon they shall be interrogated. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility in the sergeant there and then on duty for accurate, effective, fair, impartial and uniform enforcement, and recording, thus making available experienced supervisory personnel, the best of facilities and access to information and records. In the absence of convincing evidence such as a birth certificate, a policeman on the street shall in the first instance use his best judgement in determining age.

2. **Refinement.** Police procedures shall constantly be refined in the light of experience and may provide, inter alia, that the policeman may deliver to a parent thereof a minor under appropriate circumstances, for example a minor of tender age near home whose identity and address may readily be ascertained or are known.

3. **Written Report.** In any event such policeman shall within twenty-four (24) hours file a written report with the Chief of Police, or the Juvenile Officer.

4. **Release of Minor.** When a parent, immediately called, has come to take charge of the minor, and the appropriate information has been recorded, the minor shall be released to the custody of such parent. If the parent cannot be located, or fails to take charge of the minor, then the minor shall be released to the juvenile authorities, except to the extent that in accordance with police regulations, approved in advance by juvenile authorities, the minor may temporarily be entrusted to a relative, neighbor or other person who will on behalf of the parent assume responsibility of caring for the minor pending the availability or arrival of a parent.

5. **First Violation.** In the case of a first violation by a minor the Chief of Police or his/her designee shall send by certified mail to, or cause in-hand service by any Police Officer on, send to a parent written notice of the violation with a warning that any subsequent violation will result in full enforcement of the Curfew Ordinance, including enforcement of parental responsibility and of applicable penalties.

Sponsor: Councilor MacLellan-Ruf
Originator: Police Chief

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #28
IN CITY COUNCIL

August 10, 2015

ORDINANCE AMENDMENT Authorizing Lease of Community Building

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is authorized to enter into an agreement with the Penobscot Bay YMCA for the lease of the City's Community Building at 61 Limerock Street to the Penobscot Bay YMCA, in substantial conformance with the attached form of lease. Such lease shall exclude the offices of the Rockland District Nursing Association, shall permit the continued conduct of programs serving the community at the Community Building, and shall be integrated with an Operating Agreement between the City and the Penobscot Bay YMCA subject to approval of said Operating Agreement by the Rockland City Council and Penobscot Bay YMCA Board of Directors.

Sponsor: City Council
Originator: City Manager

ROCKLAND COMMUNITY BUILDING LEASE AGREEMENT

This Rockland Community Building Lease Agreement (the "Lease") by and between the **City of Rockland, Maine** (the "Lessor") a municipal corporation duly organized and existing under the laws of the State of Maine, and situated in Knox County, and the **Penobscot Bay YMCA** ("Lessee"), a Maine non-profit corporation in with its principal place of business in Rockport, Maine, is effective this 1st day of October 2015.

WHEREAS, Lessor owns and operates a 25,700 sq. ft. multi-purpose brick building at 61 Limerock Street in Rockland, Maine (the "Community Building"); and

WHEREAS, Lessor, among other programs, provides recreational activities throughout the school year at the Community Building, which programs are currently operated by the Rockland Recreation Department; and

WHEREAS, Lessor seeks to reduce its expenses incurred in providing such recreational activities by privatizing and terminating the public's operation of recreational programs in Rockland; and

WHEREAS, of even date herewith, Lessor and Lessee have entered into an Operating Agreement establishing the terms and conditions for Lessee's operation of recreational activities in the Community Building and at other locations owned by the Lessor in Rockland, which Operating Agreement together with this Lease are intended by the Lessor and Lessee to constitute an integrated agreement as to Lessee's occupancy of the Community Building and operation of recreational activities for the City of Rockland,

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. **Lease of Community Building.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, in consideration for the services and programs to be provided by Lessee as described herein and in the Operating Agreement and without monetary payment of rent, the interior of the Community Building except as hereinafter described (the "Leasehold"), subject to the terms and conditions set forth in this Lease and the Operating Agreement. The area included in the Leasehold is limited as follows:

A. **RDNA.** The Leasehold shall not include the offices of Rockland District Nursing Association ("RDNA") located in the east wing of the first floor of the Community Building;

B. **Shared Space.** The Leasehold includes, but shares with RDNA, the entrance and entrance corridor on the east side of the first floor of the Community Building;

C. **Lessor's Use.** Lessor reserves the right to utilize the Leasehold to host

existing programs as further detailed in the Operating Agreement, and new programs serving the community that shall be scheduled at locations and times so as not to conflict with Lessee's recreational programs.

The Leasehold, Community Building, and property located at 61 Limerock Street in Rockland, Maine may sometimes be collectively referred to herein as the "premises."

2. Term.

A. Initial Term. The Initial Term shall be two (2) years and nine months, commencing on October 1, 2015, and terminating at midnight on June 30, 2018, as follows:

Year One: 10/01/15 – 06/30/16;
Year Two: 07/01/16 – 06/30/17; and
Year Three: 07/01/17 – 06/30/18 (the "Expiration Date").

B. Renewal. The Rockland City Council and YMCA Board of Directors may authorize the renewal of this Lease for a two year Renewal Term, as follows:

Year Four: 07/01/18 – 06/30/19; and
Year Five: 07/01/19 – 06/30/20.

Such Renewal Term shall be subject to the other terms and conditions set forth in this Lease, and in the Operating Agreement.

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

D. Memorandum of Lease. This Lease shall not be recorded, but upon Lessee's request, Lessor shall execute a memorandum of this Lease and shall record the same in the Knox County Registry of Deeds.

3. Use. Lessee shall use the Leasehold to operate youth and adult recreational programs for Rockland and area residents. Lessee shall make such programs available to all persons complying with Lessee's Member Policy, irrespective of financial capacity, in conformance with Lessee's Financial Assistance Policy. Lessee may utilize the existing designated parking areas outside the Community Building at 61 Limerock Street, in conjunction with other users of the Community Building, Library, and playground. Lessee may not proselytize on behalf of any religion, other than asking participants to comply with Lessee's Code of Conduct, which Lessee is in the practice of, and may, describe as being derived from Christian values. In Year One of the Lease, between October 1, 2015, and December 31, 2015, Lessee, in its sole discretion, may limit its Rockland recreational programs to youth soccer and basketball,

and may choose not to open and staff the Leasehold at all times between the proposed regular program hours of 12:00 noon to 8:00 p.m., and/or not to operate an after school program.

4. Operating Subsidy. Lessor's lease of the Community Building and operation of recreational activities as outlined in the Operating Agreement shall be conditioned upon Lessor's appropriation and payment to Lessee of an annual Operating Subsidy, as more fully characterized in the Operating Agreement, in at least the following amounts:

Year One:	\$ 84,000
Year Two:	\$130,000

The Operating Subsidy for Years Three through Five shall be set forth in the Operating Agreement, and shall include a yearly increment derived from the Consumer Price Index ("CPI"). The Operating Subsidy shall be paid as follows:

<u>Year:</u>	<u>Due Dates:</u>	<u>% Amount:</u>
Year One:	October 1	75
	April 1	25
Years Two – Five:	October 1	50
	April 1	50

For Years Two through Five, the appropriation and payment of the Operating Subsidy is conditioned upon annual approval of such subsidy by the Rockland City Council. In the event that such appropriation and payment is not approved and paid, Lessee may terminate this Agreement as set forth in Section 16(B).

5. Rent. Lessee shall not owe Lessor rent for Lessee's lease and occupancy of the Community Building.

6. Utilities. Lessor shall be responsible for providing and paying all costs associated with all utilities used at the Community Building including but not limited to potable water, sewerage disposal, electricity, and heating, ventilation, and air conditioning fuel(s), to the extent such utilities serve the Leasehold as of the effective date of this Lease. Phone and internet connections will also continue to be provided by Lessor. If any utility service to the Community Building should become unavailable for a continuous period in excess of twenty-four (24) hours and such unavailability is not directly caused by Lessee, Lessor shall use reasonable efforts to cause the cessation of any such interruption and to the extent reasonably possible to effect repairs during non-business hours. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Lessor shall not be required, without its written agreement, to provide expanded or additional utility services or other amenity

to the Leasehold not in existence as of the effective date of this Lease.

7. Maintenance; Alterations; Repairs. Lessor shall be responsible for maintaining the Leasehold, including the building structure, heating, ventilation, plumbing, electrical, and fire suppression systems, equipment and fixtures, and for performing any repairs Lessor determines are reasonably necessary for the Lessee's purposes. Lessor shall also be responsible for maintenance of exterior grounds and landscaping, snow plowing and sanding of entrances and parking areas, and trash removal. Lessee shall provide interior custodial services to keep the Leasehold in a neat and clean condition. Alterations or repairs requested by Lessee shall be subject to approval by the Lessor, and available funding. Lessee shall not make any alterations to the Leasehold without the prior, written approval of Lessor. No such alteration may be made that impairs the safety or changes the character or limits the utility of the Community Building for the Lessor, its other occupants and users, or the public. Lessee shall have the right to place and install personal property, equipment, and temporary installations in and upon the Leasehold, and to fasten the same to the premises, so long as such installations do not impair the safety or change the character or utility of the premises. All personal property, equipment, machinery, trade fixtures and temporary installations installed by Lessee in the Leasehold shall remain Lessee's property free and clear of any claim by Lessor, and Lessor shall have the right to remove the same at any time during the term of this Lease provided that all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense. Other alterations and improvements to the premises shall be considered to be part of the premises. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Leasehold, the Community Building, or the Lessee's property for any work performed, materials furnished, or obligation incurred, by or at the request of Lessee.

8. Delivery of Possession. Delivery of Possession shall be deemed to have occurred on October 1, 2015.

9. Personal Property Taxes. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property with a tax situs at the Leasehold, if any.

10. Insurance. The parties shall carry the following insurance policies:

A. Lessor's Insurance.

(1) Lessor shall maintain a policy or policies of comprehensive general liability insurance in an amount at least equal to Lessee's municipal statutory limits of liability, insuring Lessor in respect to bodily injury or death and property damage arising or alleged to have arisen from any act or omission of the Lessor, its agent(s), employee(s), or invitee(s) on or in the vicinity of the premises.

(2) Lessor shall maintain a policy or policies insuring the Community Building

against damage or destruction by fire and the perils commonly covered under extended coverage policies in an amount equal to the full replacement cost of said building. The proceeds of such insurance, in the event of loss or damage to the building, shall be applied on account of the obligation of the Lessor to maintain and repair the Leasehold, as herein provided, to the extent that such proceeds are required; provided, however, that the Lessor may determine, in its sole discretion, that the building is a total loss and shall not be rebuilt, in which instance this Lease shall be deemed terminated effective as of the date of such loss.

B. Lessee's Insurance.

- (1) Lessee shall maintain a policy or policies of comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) in respect to injury or death to any one person and Two Million Dollars (\$2,000,000.00) in respect to each occurrence of bodily injury or death to any number of persons or property damage arising or alleged to have arisen from any act or omission of the Lessee, its agent(s), employee(s), or invitee(s) on or in the vicinity of the premises.
- (2) Lessee shall cause Lessor to be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration.
- (3) If the Community Building or any part thereof is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees, or invitees, Lessee shall be responsible for the costs of repair not covered by insurance. Lessee shall add such additional coverages to its comprehensive general liability insurance as may be necessary to afford such coverage.

C. General Policy Requirements.

- (1) Insurance required by this Lease may be included in general coverage under policies which also include the coverage of other property in which Lessor or Lessee has, or Lessor's or Lessee's affiliates have, an insurable interest.
- (2) Each insurance policy and certificate shall provide, in effect, that the policy may not go unrenewed, or may not be cancelled, reduced in amount, or modified by the insurer until at least thirty (30) days after the insurer shall have notified Lessor and Lessee in writing by certified mail, return receipt requested.

- (3) Each insurance policy and certificate shall name as additional insureds, as the case may be, Lessor, Lessee, and any Mortgagee, as their interests shall appear.
- (4) Upon execution of this Lease, each party shall deliver to the other a certificate reflecting the coverage(s) required by this Lease.

11. Indemnification.

A. By Lessee. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with (a) any injury to, or the death of, any person, or loss or damage to property, occurring on or about the Premises during the term hereof, due to the negligence or intentional act of Lessee and/or Lessee's agent(s), employee(s), guest(s), or invitee(s), or (b) arising from or connected with the use of the Premises by Lessee, or any action or inaction by Lessee and/or Lessee's agent(s), employee(s), guest(s), or invitee(s) (other than injuries or damages caused directly and proximately by the negligence or intentional of Lessor), or (c) arising from the performance of any labor or services, or the furnishing of materials, at or to the Premises by or at the request of Lessee. Lessee shall, within 30 days after notice from Lessor, obtain a discharge of any mechanic's lien for materials or labor claimed to have been furnished to the Premises for or on behalf of the Lessee.

B. By Lessor. Lessor hereby agrees to indemnify and hold Lessee harmless from and against any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with (a) any injury to, or the death of, any person, or loss or damage to property, occurring on or about the Premises during the term hereof, due to the negligence or intentional act of Lessor and/or Lessor's agent(s), employee(s), guest(s), or invitee(s), or (b) arising from or connected with the use of the Premises by Lessor, or any action or inaction by Lessor and/or Lessor's agent(s), employee(s), guest(s), or invitee(s) (other than injuries or damages caused directly and proximately by the negligence or intentional act of Lessee), or (c) arising from the performance of any labor or services, or the furnishing of materials, at or to the Premises by or at the request of Lessor.

12. Signs. Subject to Lessor's pre-approval as to size, materials, and compliance with the Rockland Sign Ordinance, Ch. 19, Art. III, Sec. 19-315, Lessee shall have the right to place up to two signs on the exterior of the Community Building, as follows

- A. One sign on the Limerock Street / south side of the Community Building, and
- B. One sign on the Union Street / east side of the Community Building.

Lessor shall have the right to review and pre-approve each sign with respect to its size, placement, materials, and content, and applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate for the premises or use of any other tenant. Lessee shall repair all damage to the premises resulting from the removal of signs installed by Lessee. Lessor reserves the right also to place signs on the exterior of the Community Building advertising other users of the building or for other municipal purposes.

13. Storage. Lessee shall not store any goods or belongings of any kind outside the Community Building without the prior written approval of Lessor, which approval shall not unreasonably be withheld.

14. Quiet Possession. Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in quiet, peaceable and undisturbed and uninterrupted possession of the Leasehold during the term of this Lease, subject to the limitations and other terms and conditions set forth in this Lease and/or the Operating Agreement.

15. Right of Entry. Lessor shall have the right to enter upon the Leasehold at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the premises.

16. Default.

A. **By Lessee.** Lessee shall be in default if Lessee breaches any term or condition of this Lease or of the Operating Agreement, and fails to reach agreement with the Lessor as to an appropriate correction of such default within fourteen (14) days of written notice thereof by Lessor. In the event of Lessee's default, this Lease and the Operating Agreement shall be deemed terminated, and Lessor shall be authorized to enter into full possession of the Leasehold and to cause the removal, at Lessee's expense, of any personal property, equipment, or fixtures of Lessee in or affixed to the Leasehold premises.

B. **By Lessor.** Lessor shall be in default if Lessor breaches any term or condition of this Lease or of the Operating Agreement, and fails to reach agreement with the Lessee as to an appropriate correction of such default with fourteen (14) days of written notice thereof by Lessee. In the event of Lessor's default, Lessee may terminate this Lease and the Operating Agreement by providing Lessor with sixty (60) days' written notice of Lessee' proposed cessation of recreational activities at the Community Building and other locations owned by Lessor. Lessee may not discontinue such recreational activities prior to the expiration of the sixty day notice period, except for activities already scheduled to terminate within that period, such as seasonal sports programs.

17. Sublease and Assignment. Lessee shall have the right, with Lessor's prior,

written consent which shall not be unreasonably withheld, to assign this Lease to a corporation with which Lessee may merge or consolidate, to any subsidiary of Lessee, to any corporation under common control with Lessee, or to a purchaser or other assignee of substantially all of Lessee's assets. Except as set forth above, Lessee shall not sublease all or any part of the Leasehold, or assign this Lease in whole or in part.

18. Subordination. Lessee accepts this Lease and possession of the Leasehold subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leasehold, the Community Building, and/or the property located at 61 Limerock Street, Rockland, Maine, and to any renewal, refinancing and extensions thereof, and Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leasehold, the Community Building, and/or the property located at 61 Limerock Street, Rockland, Maine, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or to the holder of any such liens as Lessor may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably constitutes Lessor as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by Lessor execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

19. Representations and Warranties.

A. Lessor's Representations and Warranties. Lessor agrees, represents and warrants that:

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

and authorized its City Manager to sign and deliver this Lease on behalf of Lessor.

- (3) **Hazardous Materials.** To the best of Lessor's knowledge, no Hazardous Materials are located within the Leasehold or elsewhere in the Community Building, nor are Hazardous Materials located within real property abutting the premises. In the event that this representation is discovered to be false, Lessee shall have the option to immediately terminate this Lease. In the event of such termination, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination).

B. Lessee's Representations and Warranties.

- (1) **Corporate Existence.** Lessee represents that it is in good standing with the Maine Secretary of State, and is authorized to do business in Maine.
- (2) **Authority to Lease.** Lessee represents and warrants that it is authorized to enter into this Lease by and through its Chief Executive Officer, accept the Leasehold from Lessor, and perform the obligations imposed by this Lease and the Operating Agreement. The Penobscot Bay YMCA Board of Directors have approved this lease and authorized its Chief Executive Officer to sign and deliver this Lease on behalf of Lessee.
- (3) **Financial Capacity.** Lessee represents and warrants that it has sufficient financial capacity and credit worthiness to complete its undertakings in this Lease.

20. Hazardous Material. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept at or in, or used in or about the premises by Lessee, its agents, employees, contractors, or invitees. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by Lessor, or any other governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the premises, or elsewhere, or the condition, use, or enjoyment of the premises or any other real or personal property.

21. Termination. Lessor or Lessee may terminate this Lease at any time by giving 120 days' prior written notice to the other party.

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

23. Administration. Where approval of the Lessor is required by this Lease, the City of Rockland City Manager is authorized to act on Lessor's behalf and provide such approval, except when approval of the Rockland City Council is required hereunder or under applicable law or ordinance. Where approval of the Lessee is required by this Lease, the Penobscot Bay YMCA's Chief Executive Officer is authorized to act on Lessee's behalf and provide such approval, except when approval of the Lessee's Board of Directors is required hereunder or under applicable law.

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

If to Lessor to:

**City Manager
City of Rockland, Maine
270 Pleasant Street
Rockland, ME 04841**

If to Lessee to:

**Chief Executive Officer
Penobscot Bay YMCA
P.O. Box 840
Rockport, ME 04856**

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

25. Brokers. Lessee represents that Lessee was not shown the Leasehold by any real estate broker or agent and that Lessee has not otherwise engaged in any activity which could form the basis for a claim for any real estate commission, brokerage fee, finder's fee, or other similar charge in connection with this Lease. Lessor represents that Lessor has not engaged in any activity which could form the basis for a claim for any real estate commission, brokerage fee, finder's fee, or other similar charge in connection with this Lease.

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

27. Memorandum of Lease. The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either

party, Lessor and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the existence of this Lease.

28. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, except the Operating Agreement. This Lease may be modified only by a further writing that is duly executed by both parties.

29. No Joint Venture. Neither this Lease, the Operating Agreement, nor Lessor and Lessee's co-use of the Leasehold shall be deemed or construed by any party to establish the relationship of principal and agent, nor of a partnership or joint venture between the parties hereto; rather, the parties intend and this Lease and the Operating Agreement shall be construed as establishing, a landlord/tenant relationship between the parties.

30. Miscellaneous.

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

B. Successors. The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

C. Consent. Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

D. Compliance with Law. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the premises. Lessor shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the premises.

E. Governing Law. This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maine.

F. Invalidity and Severability. If any term or provision of this Lease is found by a court of competent jurisdiction to be invalid, void, and/or unenforceable, the remaining terms and provisions of this Lease shall be unaffected thereby, and shall remain in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the City of Rockland, Maine and the Penobscot Bay YMCA have executed this Lease as of the day and year first above written.

Attest:

CITY OF ROCKLAND ("LESSOR"):

Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

Attest:

PENOBSCOT BAY YMCA ("LESSEE"):

by: _____

by: Troy Curtis
its: Chief Executive Officer

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #29
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 35 Broadway

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Jamie F. Levenseler, Esq., of Spruce Head, Maine, for property located at 35 Broadway (Rockland Tax Map #18-A-8), for \$22,000, 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
ORDINANCE AMENDMENT #30
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 44 Old County Road

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Joy Rodrigue, of Rockland, Maine, for property located at 44 Old County Road (Rockland Tax Map #83-A-9), for \$1,000, 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
ORDINANCE AMENDMENT #31
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 319 Broadway

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Roula Giannos, of Rockland, Maine, for property located at 319 Broadway (Rockland Tax Map #23-A-3), for \$10,000, 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 #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

Postponed 7/13/15 to 8/10/15

CITY OF ROCKLAND, MAINE

ORDER #61

IN CITY COUNCIL

August 10, 2015

ORDER Casting Ballot for Maine Municipal Association Officers

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized, on behalf of the Rockland City Council, to cast votes for the following Maine Municipal Association Officers:

MMA Vice President:

- Laurie Smith, Town Manager, Town of Kennebunkport

MMA Executive Committee:

- William Bridgeo, City manager, City of Augusta
- Michael Crooker, Town Manager, Town of Glenburn
- Marianne Moore, Mayor, City of Calais

Sponsor: City Council
Originator: City Council

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2016**

MMA VICE PRESIDENT (1-Year Term)

LAURIE SMITH

- Town Manager, Town of Kennebunkport (2014 – present)
- Maine Municipal Association Executive Committee, Member (2012 – present); Vice President (2015)
- Maine Municipal Association Strategic & Finance Committee, Member (2012 – present); Chair (2015)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2012 – present)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2012 – present)
- Town Manager, Town of Wiscasset (2010 – 2014)
- Assistant Manager/Community Relations/Finance Director, City of Auburn (2005– 2010)
- Interim City Manager, City of Auburn (2007 –2008)
- Acting Finance Director, City of Auburn (2004 – 2005)
- Town Manager, Town of Boothbay Harbor (1994-1999)
- Town Manager, Town of Oxford (1991-1994)
- Town Manager, Town of Boothbay (1988-1989)
- Maine Town & City Management Association, Member (1989-present); Board member (2000-2005); President (2003-2004)
- University of Maine, Orono, Public Administration, B.A. (1986)

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

WILLIAM BRIDGEO

- City Manager, Augusta, Maine (1998 – present)
- Adjunct Professor, Government Program at University of Maine in Augusta (2009 – present)
- Adjunct Professor, MBA Leadership and Ethics Courses, Thomas College (2013 – present)
- City Manager, Canandaigua, New York (1987 – 1998)
- Assistant Director, Maine State Housing Authority (1985 – 1987)
- City Manager, Calais, Maine (1979 – 1985)
- Assistant Town Manager, Killingly, Connecticut (1976 – 1979)
- Maine Service Center Coalition, Executive Committee Member (2002 – present); Chair (2004 - 2007); and most recently active in the formation of the Maine Mayors' Coalition in 2014 – present)
- Maine Service Centers Coalition, Steering Committee Member (2001)
- Maine Town & City Management Association, Member (1979 – 1985; 1998 – present)
- Maine Municipal Association Executive Committee, Member (2002 – 2004)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2002 – 2004)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2002 – 2004)
- New York State Municipal Management Association, Member (1987 – 1998); President (1995)
- International City/County Management Association Board of Regents, Charter Member (1990 – 1996)
- New York Conference of Mayors & Other Municipal Officials, Ex-officio Board member
- Maine Development Foundation, Board Member (2000-2005)
- Augusta YMCA, Board Member (2009 – present)
- Masters Degree, Public Administration, University of Hartford
- Bachelors Degree, Political Service, St. Michael's College in Vermont

MICHAEL CROOKER

- Town Manager/Treasurer/Road Commissioner, Town of Glenburn (2006 - present)
- Maine Municipal Association Executive Committee, Member (2013 – present)
- Maine Municipal Association Strategic & Finance Committee (2013 – present)
- Maine Municipal Association Property & Casualty Pool Board of Directors, Member (2013 – present)
- Maine Municipal Association Workers Compensation Fund Board of Trustees, Member (2013 – present)
- Maine Municipal Association Legislative Policy Committee, Member (2002-2004; 2004-2006; 2010-2012)
- Town Manager, Town of Bradley (1998 – 2004)
- Adjunct Professor, University of Maine Department of Public Administration (2003 – present)
- Executive Director, River Coalition, Inc. (2004 – 2006)
- Graduate Teaching Assistance (1998)
- Substitute Teacher, Maine School Administrative District 22 (1994 – 1998)
- Projectionist and Supervisor, Bangor Mall Cinemas (1988 – 1998)
- Masters in Public Administration, University of Maine
- BA in Political Science, University of Maine
- AS in Legal Technology, University of Maine
- Maine Town and City Management Association; Member; 2002 “Rookie Manager of the Year”
- Barrie E. Blunt Outstanding Graduate Student Memorial Award
- Edward F. Dow Scholarship Recipient
- Pi Sigma Alpha (National Political Science Honor Society)
- Presidential Achievement Award for Academic Excellence
- Maine Criminal Justice Academy’s Pre-service/Part-time Law Enforcement Training
- State of Maine Animal Control Officer Training
- Graduate of The Grant Institute
- Penobscot Valley Council of Governments, President,
- Eastern Maine Development Corporation, Board Member
- State of Maine Animal Welfare Advisory Council, Member
- Governor’s Interagency Task Force on Invasive Aquatic Species, Member
- Penquis CAP, Board Member
- Penquis CAP, Advisory Board Member
- Maine Resource Recovery Association, Board Member
- Penobscot River Tourism Association, Board Member
- Bangor Region Partners for Health, Board Member
- Penobscot Health Communities Board of Directors, Vice President
- Graduate Association of Public Administrators (GAPA), President
- Notary Public, State of Maine

MARIANNE MOORE

- Mayor, City of Calais (2012 - present)
- Councilor, City of Calais (2002 – 2008; 2009 – 2012)
- Owner/Manager, Calais Curves for Women Fitness Center (2004 – present)
- Leader, Weight Watchers, Inc., Calais (August 2001 – present)
- Maine Municipal Association Executive Committee, Member, (2011 – present)
- MMA Workers Compensation Fund Board of Trustees, Member, (2011 – present)
- MMA Property & Casualty Pool Board of Directors, Member (2011 – present)
- Instructor, Washington Community College (2001 – 2004)
- Adjunct Instructor, Washington Community College (2005 - present)
- Interim Dean, CEIS (Fall, 2002)
- St. Croix Valley Healthy Communities, Board of Trustees (2006 - 2010)

MARIANNE MOORE (continued)

- Washington One: One Community Health & Wellness Co-Chair (2011 - 2013)
- St. Croix Valley Chamber of Commerce, Executive Board (2008 - present)
- Washington Hancock Community Agency, Executive Board (2006 - 2013)
- Washington County Development Authority, Executive Board (2011 - present)
- Washington County Extension Association, Executive Board (2012 – present)
- Permanent Commission on the Status of Women (2012 - present)
- St. Stephen's Presbyterian Church, Board of Managers (2008 - present)
- Climbed to summit of Mt. Kilimanjaro in Africa (June 2002)
- Climbed to Base Camp of Mt. Everest (October 2004)
- Hiked the Inka Trail, Peru (April 2015)
- Moved to Calais, Maine (April 2001)
- Retired from Southwestern Bell Telephone Company (November 2000)
- Managerial positions, Southwestern Bell Telephone Company; San Antonio/Austin/Dallas, Texas (1969 - 2000);
- Cleveland Clinic Exercise Science and Weight Management Certification (September 2011)
- Cooper Institute Circuit Training and Weight Management Certification (June 2005)
- Masters of Business Administration, Southern Methodist University; Major in Management Information Systems (1998)
- Bachelor of Applied Arts & Sciences, Dallas Baptist University; Major in Computer Science/Business Management (1992 Magna Cum Laude);
- Graduate, High School in San Antonio, Texas (1970)

CITY OF ROCKLAND, MAINE

ORDER #62

IN CITY COUNCIL

August 10, 2015

ORDER Calling Election and Setting Times for Polls – August 18, 2015 RSU #13 Budget Validation Referendum Election

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT a Special Municipal Referendum Election shall be held on August 18, 2015 for the voters of the City of Rockland to cast their votes on the RSU #13 Budget Validation Referendum Question.

AND, it is further ordered that the polls at the Rockland Recreation Center/Community Building, 61 Limerock Street, Rockland, Maine, shall be opened at 8:00 a.m. and closed at 8:00 p.m. on August 18, 2015 for said Election.

Sponsor: City Clerk
Originator: City Clerk

CITY OF ROCKLAND, MAINE
ORDER #63
IN CITY COUNCIL

August 10, 2015

ORDER Accepting \$400,000 EPA Brownfields Phase I Site Assessment Grant

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to accept the July 20, 2015, Award of a U.S. Environmental Protection Agency (“EPA”) grant, in the amount of \$400,000, for the City of Rockland’s Brownfields Assessment Program; and

THAT, the City Manager is hereby authorized to accept the terms and conditions of the attached EPA Cooperative Agreement, and to do all other things as may be reasonably necessary to administer and implement such EPA Grant and Cooperative Agreement.

Sponsor: City Council
Originator: City Manager

MEMORANDUM

To: *Jim Chaousis, City Manager*
From: *Audra Caler-Bell, Community & Economic Development Director*
Date: *August 3, 2015*
CC: *Mayor Isganifis, Cr Clayton, Cr Geiger, Cr MacLellan-Ruf, Cr Pritchett*
Re: *Background on 2015 Brownfields Assessment Grant*

The purpose of this memo is to provide background information to the City Council regarding Rockland's success in securing a \$400,000 Brownfields Assessment Grant from the Environmental Protection Agency.

Rockland was awarded a Brownfields Assessment Grant in 2012. This funding was used to undertake environmental assessments on properties in Tillson Avenue and Camden Street and to do high level reuse planning for 65 Tillson Avenue. There is currently funding available for more detailed reuse and cleanup planning, which will focus on properties that have undergone assessments in the Tillson Avenue area.

In the winter of 2014 the Community & Economic Development Department identified that Rockland had just over \$100,000 in funds remaining. This funding was not sufficient to cover the cost of all the properties in Rockland where the owners expressed interest in undertaking environmental assessments or going through a remediation and clean up planning process.

Due to the limited timeframe between when the grant application was due and the funding shortfall became evident, a decision was made by the Community & Economic Development Department and the City's Environmental Consultant (Ransom Consulting) to apply for the 2015 Brownfields Assessment Grant. Rockland was one of 3 organizations in Maine (out of 12 who applied) that were successful in securing this funding.

Rockland's 2015 Brownfields Assessment Grant will focus on waterfront properties in the south end as well as Camden and Park Street properties. However, the program is open to other property owners who have a need and interest in undertaking environmental assessments.

I would strongly recommend that Council accept this funding as it has proven an invaluable tool for mitigating environmental issues and encouraging economic development. This funding has identified and remediated contamination caused by hazardous substances and petroleum on sites that have sat vacant or under-utilized for years. A prime example is 65 Tillson Avenue (the former Redlon & Johnson site). The assessment work on these sites has helped to remove uncertainties regarding the cost of cleanup and remediation, which is often a detractor for potential buyers and/or developers.

CITY OF ROCKLAND, MAINE

ORDER #64

IN CITY COUNCIL

August 10, 2015

ORDER Authorizing Loan Agreement Extension with the U.S. Coast Guard
for Lighthouse Artifacts

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the City Manager is hereby authorized to enter into an agreement with the United States Coast Guard to extend to March 1, 2016 the City's August 1, 2004, Agreement For Outgoing Loan of Fresnel Lenses and other Lighthouse Artifacts (the "Collection") by the Coast Guard to the City of Rockland, Maine, substantially in conformance with the attached form of agreement; and

THAT, the City Manager is ordered thereafter properly to insure the Collection and to do all things reasonably necessary to comply with such Coast Guard loan agreement extension.

Sponsor: Councilor Clayton
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #65

IN CITY COUNCIL

August 10, 2015

ORDER Authorizing License Extension for Loan of Lighthouse Artifacts
to the Maine Lighthouse Museum, Inc. ("MLM")

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the City Manager is hereby authorized to enter into an agreement with the Maine Lighthouse Museum to extend to March 1, 2016, the City's attached, undated Revocable License Agreement with MLM for the display of Coast Guard and other Lighthouse Artifacts at the upper level of One Park Drive in Rockland, substantially in conformance with the attached form of License Extension Agreement; and

THAT, the City Manager is ordered to monitor MLM's compliance with the extended Revocable License Agreement and to investigate mechanisms for longer-term solutions for the display or other disposition of the Lighthouse Artifacts.

Sponsor: Councilor Clayton
Originator: City Manager

**AGREEMENT EXTENDING REVOCABLE LICENSE
AGREEMENT FOR DISPLAY OF LIGHTHOUSE ARTIFACTS**

THIS Agreement Extending Revocable License Agreement For Display of Lighthouse Artifacts by and between the City of Rockland, Maine (the "City"), a municipal corporation duly organized and existing under the laws of the State of Maine, and Maine Lighthouse Museum, Inc. ("MLM"), a Maine non-profit corporation with its principal place of business at One Park Drive, Rockland, Maine, is effective this ____ day of August 2015.

WHEREAS, on or about August 9, 2004, the City entered into an Agreement for Outgoing Loan with the United States Coast Guard (the "Coast Guard Loan Agreement"), for the loan to the City and display of certain lighthouse artifacts and memorabilia identified in the Coast Guard Loan Agreement (the "Lighthouse Artifacts") in the City of Rockland, for a period of ten years; and

WHEREAS, in or about 2005, the City and MLM entered into a Revocable License Agreement, attached hereto as Appendix 1 (the "MLM License Agreement") in which MLM accepted possession of the Lighthouse Artifacts for display in the upper level of One Park Drive, and agreed to comply with the terms and conditions of the Coast Guard Loan Agreement; and

WHEREAS, MLM subsequently purchased Unit One of the One Park Drive Business Condominium and to this day continues, seasonally, to display the Lighthouse Artifacts there; and

WHEREAS, the MLM License Agreement was not renewed as provided therein, and expired on July 31, 2015; and

WHEREAS, the City and the U.S. Coast Guard anticipate entering into an agreement extending the Coast Guard Loan Agreement to March 1, 2016, for the continued display of the Lighthouse Artifacts in Rockland; and

WHEREAS, the City and MLM wish to extend the MLM License Agreement for a commensurate period of time to provide for the continued seasonal display of the Lighthouse Artifacts at One Park Drive in Rockland,

NOW, THEREFORE, the City and MLM agree as follows:

1. The terms and conditions of the MLM License Agreement (Appendix 1) are hereby incorporated herein by reference, except as otherwise stated herein;
2. The Term of the extended MLM License Agreement shall expire at midnight on March 1, 2016;
3. The MLM License Agreement may not be renewed except by further action of the City Council;

4. MLM shall secure insurance protecting the Lighthouse Artifacts in conformance with the Coast Guard Loan Agreement and any renewal thereof, and protecting the premises at One Park Drive, Rockland, Maine from hazard;

5. MLM shall keep and maintain the premises of Unit 1 at One Park Drive heated and in good condition sufficient safely to house and display the Lighthouse Artifacts to the public without damage to property or injury to person;

6. MLM shall comply with the other terms and conditions of the Coast Guard Loan Agreement and any renewal thereof, both during the Term of the MLM License Agreement, and otherwise;

7. MLM shall provide the City when requested, but no less frequently than quarterly and no more frequently than monthly, financial statements demonstrating MLM's current assets and liabilities, and its financial capacity to continue displaying the Lighthouse Artifacts; and

8. MLM shall provide the City with periodic access to Unit One at One Park Drive, with reasonable notice and reasonable hours, for the purpose of inspecting the Lighthouse Artifacts and otherwise verifying MLM's compliance with the Coast Guard Loan Agreement and any renewal thereof; and

9. MLM shall make all reasonable efforts to secure from each and every party having a lien against Unit One at One Park Drive, or any part thereof, signed written acknowledgment that the Lighthouse Artifacts are not property of MLM and thus are not subject to any such lien.

10. MLM's breach of any term or condition of this Agreement, of the MLM License Agreement, or of the Coast Guard Loan Agreement shall constitute a default. Upon MLM's default, the City may, in its sole discretion and with or without prior notice to MLM:

A. Correct MLM's breach and bill MLM for any and all costs incurred by the City in curing such breach, together with a 10% administrative charge; and/or

B. Enter Unit 1 in One Park Drive, Rockland, Maine (the Maine Lighthouse Museum), and secure, protect, take possession of, remove, and bar access by the public and MLM, its directors, employees, agents, mortgagees and other lienholders, to all of the Lighthouse Artifacts therein located, including, temporarily, any artifacts not on loan from the Coast Guard. MLM shall, upon the execution of this Agreement, provide the City with keys, security codes, and all other information needed to access Unit 1 and the Lighthouse Artifacts. MLM shall have fourteen days to demonstrate to the City's and the Coast Guard's satisfaction which, if any, artifacts thus secured or removed by the City are property of MLM or a third party.

MLM acknowledges that the City's exercise of its rights under this subparagraph shall not constitute a trespass, interference with MLM's business activities, or other violation of law. Nothing herein shall be construed as limiting or waiving any other right or remedy of the City upon MLM's default. The City's failure to cure MLM's default or to exercise any other right

CITY OF ROCKLAND, MAINE

ORDER #67

IN CITY COUNCIL

August 10, 2015

ORDER Authorizing Salary Adjustments – City Attorney & City Clerk

WHEREAS, the cost of living salary adjustments for all City employees were allocated in the FY 2016 Municipal Budget adopted by the City Council on June 24, 2015; and

WHERE, the cost of living salary adjustments were granted as of July 1, 2015 for all City employees for FY 2016 with the exception of the City Attorney and the City Clerk, even though the funds were budgeted and available for distribution;

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

THAT the City Manager is hereby authorized to make the following cost of living salary adjustments for the City Attorney and the City Clerk, retroactive to July 1, 2015.

City Attorney Full-Time Payroll:	\$1,594.00
City Clerk Full-Time Payroll:	\$1,091.00

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis