

## SPECIAL MEETING

## AGENDA

June 22, 2015

Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows the City Council to discuss matters pertaining to employment, appointment, assignment, duties, promotion, demotion, compensation, disciplining, resignation or dismissal of employees, to discuss a personnel matter; pursuant to 1 M.R.S. §405(6)(C) which allows for discussion of the disposition or use of property where premature disclosure of information would prejudice to competitive or bargaining position of the City; and pursuant to 1 M.R.S. §405(6)(D) which allows for the discussion of labor contracts, to hold a discussion on union negotiations.

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

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

**Executive Session:** Councilor Clayton moved to enter Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows the City Council to discuss matters pertaining to employment, appointment, assignment, duties, promotion, demotion, compensation, disciplining, resignation or dismissal of employees, to discuss a personnel matter; pursuant to 1 M.R.S. §405(6)(C) which allows for discussion of the disposition or use of property where premature disclosure of information would prejudice to competitive or bargaining position of the City; and pursuant to 1 M.R.S. §405(6)(D) which allows for the discussion of labor contracts, to hold a discussion on union negotiations. Vote: 5 for.

The Council entered Executive Session at 5:30 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned without objection at 7:15 p.m.

A TRUE COPY.

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

## SPECIAL MEETING

## AGENDA

June 24, 2015

Public Hearing/Resolve #29 Adopting FY 2016 Municipal Budget  
Order #46 Authorizing C&D Disposal Contract – Troiano Waste Services  
Order #47 Authorizing C&D Disposal Contract – Jeffrey A. Simpson, Inc.  
Order #48 Amending Sewer User Fees

Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows the City Council to discuss matters pertaining to employment, appointment, assignment, duties, promotion, demotion, compensation, disciplining, resignation or dismissal of employees, to discuss a personnel matter.

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

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

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

- Adele Faber, 73 Willow Street, said that the Council was limiting public input by restricting the time allowed to 3 minutes when the Code calls for up to 5 minutes, and by not allowing public comment during the budget review sessions. She also criticized the proposed construction and demolition debris disposal contracts as being “sweetheart deals” that are too opened ended and offer no protections for the City. She said that without guaranteed amounts in the contracts, the City cannot guarantee that the revenues listed in the budget will be collected. She also cited a number of other municipalities that charge considerably more than the City for disposal of construction and demolition debris and said that the City’s rates should be more in line with those other municipalities. She concluded by saying that the City should keep the available space in the landfill for residents since it is going to cost residents a substantial amount of money to dispose of construction and demolition debris once the landfill is filled and capped.

- Sandra Schramm, 16 Broad Street, said that the reason why more people don't come to City Council meetings and address the Council is because the Council employs different rules for different speakers. She said if the Council agrees with what a speaker is saying, that speaker is allowed as much time as they wish to speak, but if the Council does not agree with a speaker, that speaker is shut down after only 3 minutes. She said that the Council is simply rude to those it does not agree with.

Hearing no other speakers, the public forum was closed.

**Resolve #29 Public Hearing/Adoption of FY 2016 Municipal Budget, Authorizing Tax Appropriations and Tax Assessment**

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

**THAT**, after due notice and public hearing being held, the budget for the City of Rockland for the fiscal year ending June 30, 2016 is hereby adopted as follows:

		<b>Proposed 2016 Budget</b>
		<b>Budget Summary</b>
8	General Fund Tax	\$ 419,496
11	Legislative	7,038
12	Executive	235,314
13	Assessment	164,890
14	Finance	530,146
15	Legal	112,452
16	City Clerk	212,864
18	Services	199,562
19	City Hall	37,291
25	Engineering	25,000
30	Dispatch – Communications	190,319
31	Police	1,929,996
32	Fire	1,559,211
34	Municipal Fish Pier	134,250
35	Lights and Hydrants	617,836
36	Code Enforcement	228,610
37	Community Development	131,834
41	Public Works	1,604,092
51	Contributions	20,000
52	General Assistance	82,040
61	Harbor & Waterfront	185,792
62	Library	520,232
63	Recreation	148,756
71	Unclassified Fringe Benefits	90,932

72	Unclassified Other	230,928
81	Total Debt Service	1,190,914
91	Intergovernmental	10,046,852
	<b>TOTAL GROSS BUDGET</b>	\$ 20,856,647
	Less Non-Property Tax Revenues	(3,941,278)
	<b>NET BUDGET, GENERAL FUND</b>	\$ 16,915,369
	Capital Improvements Fund	\$ 400,000
	Sewer Fund	\$ 3,968,066
	Transfer Station Fund	\$ 1,589,032
	Emergency Medical Service Fund	\$ 612,777

The same is now hereby appropriated for the fiscal year ending June 30, 2016, and said amounts are declared not to be in excess of the estimated revenues from taxation and sources other than taxation for the fiscal year ending June 30, 2016.

**AND, BE IT FURTHER RESOLVED**, that the Assessor of the City of Rockland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed thereon, to the aggregate amount of \$16,915,369 and in accordance with the provisions of the Statutes of Maine in such cases made and provided make perfect lists under his hand of such assessments and commit the same to the Finance Director of the City of Rockland.

Sponsor: City Council  
 Originator: City Council

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

Councilor Pritchett moved passage and moved to amend Resolve #29 as follows:

“63 Recreation” add \$97,500 for a new department total of \$246,256. He said that this will give the City more flexibility moving forward with the option for management of Recreation programs. Vote on amendment: 5 for.

Councilor Pritchett then moved to further amend Resolve #29 as follows:

“61 Harbor & Waterfront” add \$15,000 for a new department total of \$200,792. He then asked the City Manager to clarify the necessity for this amendment.

The City Manager said that the Council had decided to reduce the appropriation in the Harbor and Waterfront department by \$30,000, and it was intended to reduce the appropriation by \$15,000 and increase revenues by \$15,000. When the notice for the budget public hearing was done, the entire \$30,000 was taken from the appropriation. This amendment will correct that error. Vote on amendment: 5 for.

Councilor Pritchett then moved to further amend Resolve #29 as follows:

“Non-Property Tax Revenue” add \$54,500 for a new total of \$3,995,778.

(NOTE: There are three components of this amendment; addition of \$95,700 from Undesignated Fund Balance to cover the additional appropriation in the Recreation Department Budget; addition of \$15,000 from Harbor & Waterfront Revenues; and a reduction of \$58,000 from the proposed Undesignated Fund Balance funds originally proposed for this budget; totaling an addition of \$54,500).

Councilor Geiger asked if these amendments would still result in an overall City budget that was a 0% increase to the taxpayers.

The City Manager that the budget as amended would result in a 0% increase to the taxpayers on the City side.

Vote on amendment: 5 for.

Councilor Clayton, in response to comments made about the Council limiting public input, said that he personally reached out to members of the public to engage them in conversation about City issues, but his offers were refused. He said he knows that other members of Council have done the same with similar results.

Councilor Geiger said that this has been an extremely difficult budget year. She said the Council was faced with an initial 8% increase in the City budget that has been cut down to 0%, but not without a great deal of pain. She said that she wanted the City Employees to know that the Council did not believe any of the department budget proposal represented unreasonable demands or expenses and thanked everyone for the work that was done on this budget. She said that the City has lost a significant amount of revenues from the State, and that the cuts were made not because there was any waste in the City's budget, but because the taxpayers simply could not sustain an 8% increase.

Councilor Pritchett said, with regards to the Recreation Department, the Council values what the department provides to the community, and that it is a strong asset to the community. He said that the Council wants to see the programming at the Recreation Department improved and expanded, and the Council hopes that a change in the structure of how the department is operated may result in such improvements.

Vote as amended: 5 for.

Mayor Isganitis said with the approved amendments the new Total Gross Budget Figure is now \$20,969,147; less Non-Property Tax Revenue of \$3,995,778 results in a new Net Budget figure of \$16,973,369.

The FY 2016 Municipal Budget was adopted, as amended, as follow:

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

**THAT**, after due notice and public hearing being held, the budget for the City of Rockland for the fiscal year ending June 30, 2016 is hereby adopted as follows:

		<b>Proposed 2016 Budget</b>
		<b>Budget Summary</b>
8	General Fund Tax	\$ 419,496
11	Legislative	7,038
12	Executive	235,314
13	Assessment	164,890
14	Finance	530,146
15	Legal	112,452
16	City Clerk	212,864
18	Services	199,562
19	City Hall	37,291
25	Engineering	25,000
30	Dispatch – Communications	190,319
31	Police	1,929,996
32	Fire	1,559,211
34	Municipal Fish Pier	134,250
35	Lights and Hydrants	617,836
36	Code Enforcement	228,610
37	Community Development	131,834
41	Public Works	1,604,092
51	Contributions	20,000

52	General Assistance	82,040
61	Harbor & Waterfront	<b><u>200,792</u></b>
62	Library	520,232
63	Recreation	<b><u>246,256</u></b>
71	Unclassified Fringe Benefits	90,932
72	Unclassified Other	230,928
81	Total Debt Service	1,190,914
91	Intergovernmental	10,046,852
	<b>TOTAL GROSS BUDGET</b>	<b>\$ <u>20,969,147</u></b>
	Less Non-Property Tax Revenues	<b><u>(3,995,778)</u></b>
	<b>NET BUDGET, GENERAL FUND</b>	<b>\$ <u>16,973,369</u></b>
	Capital Improvements Fund	\$ 400,000
	Sewer Fund	\$ 3,968,066
	Transfer Station Fund	\$ 1,589,032
	Emergency Medical Service Fund	\$ 612,777

The same is now hereby appropriated for the fiscal year ending June 30, 2016, and said amounts are declared not to be in excess of the estimated revenues from taxation and sources other than taxation for the fiscal year ending June 30, 2016.

**AND, BE IT FURTHER RESOLVED**, that the Assessor of the City of Rockland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed thereon, to the aggregate amount of **\$16,973,369** and in accordance with the provisions of the Statutes of Maine in such cases made and provided make perfect lists under his hand of such assessments and commit the same to the Finance Director of the City of Rockland.

**Order #46 Authorizing C&D Disposal Contract – Troiano Waste Services, Inc.**

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

**THAT** the City Manager is hereby authorized to enter into a contract with Troiano Waste Services, Inc., for the disposal of construction and demolition debris at the Rockland Solid Waste Disposal Facility in substantial conformance with the attached contract.

Sponsor: City Manager  
 Originator: City Manager

**CONSTRUCTION AND DEMOLITION DEBRIS  
 DISPOSAL AGREEMENT**

This Construction & Demolition Debris Disposal Agreement (the “Agreement”) is made and effective this 25<sup>th</sup> day of June 2015 by and between the City of Rockland, Maine (the “City”), a Maine municipal corporation having a mailing address of 270 Pleasant Street in Rockland, Maine, and Troiano Transfer Station, Inc. (“Contractor”), a Maine business corporation with its principal place of business at 1 Industrial Way, South Portland, Maine 04106.

WHEREAS, the City owns and operates a municipal landfill (the "Landfill") at the City of Rockland Solid Waste Facility, located on Limerock Street in Rockland, Maine; and

WHEREAS, the City's approved operations plan for the Landfill authorizes the City to accept construction and demolition debris ("C&DD") for disposal at the Landfill; and

WHEREAS, Contractor collects, sorts, transports, and disposes C&DD and has need of the disposal capacity of the Landfill for that purpose,

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the City of Rockland and Troiano Transfer Station, Inc. agree as follows:

**1. Definitions.**

**A. *Acceptable Waste.*** Acceptable Waste shall mean:

- i. Construction and demolition debris ("C&DD"), which is solid waste generated by the construction, remodeling, repair, and demolition of structures, as defined under 38 M.R.S. § 1303-c and regulations of the Maine Department of Environmental Protection, including but not limited to building materials, asphalt, wallboard, wood not suitable for grinding, siding, insulation, metal and PVC conduits, pipes, bricks, and concrete blocks, but having a gypsum content that does not exceed 3%;
- ii. Household furniture, couches, and chairs;
- iii. Fish nets, lobster traps, and other, similar plastic-coated wire, ropes, and hose;
- iv. Cleared vegetation and yard waste, including stumps, grubblings, tree trunks, brush, leaves, and grass and shrub clippings;
- v. Non-recyclable cardboard, intending to refer to cardboard that is wet or contaminated by food waste or other deleterious material; and
- vi. Other materials approved by the Maine Department of Environmental Protection for disposal, on a case-by-case basis for disposals at the Landfill;

**B. *Prohibited Waste.*** Prohibited Waste means all waste materials not identified as Acceptable Waste, including but not limited to:

- i. Fines from shredded, ground, or otherwise processed construction or demolition wastes that contain substantial or prohibited levels of wallboard residuals and/or sulfates;
- ii. Municipal solid waste, or household trash;
- iii. Plastic bags;
- iv. Televisions, computers or other electronic equipment;
- v. Cables and wires;
- vi. Asbestos;
- vii. Vehicles or vehicle parts;
- viii. Liquid wastes;
- ix. Hazardous wastes, which are defined as:
  - a. Waste that, by reason of its composition or other inherent properties, is dangerous to handle by ordinary means, or that may present a substantial endangerment to health or safety, or that presents a reasonable possibility of adversely affecting the operation of the Landfill; or
  - b. Waste that is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, as amended; the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301, *et seq.*, as amended; and any other federal, state, or local laws, ordinances, rule, or regulations; and
- x. Waste generated outside the State of Maine and not processed or treated in Maine;
- xi. Dead animals and animal parts;
- xii. Agricultural wastes;
- xiii. Sandblast grit; and

xiv. Contaminated soil.

C. **Processed Waste.** Processed Waste means acceptable waste that has been sorted, and from which commodities and unacceptable material have been removed;

D. **Unprocessed Waste.** Unprocessed Waste means acceptable waste that has not been sorted;

2. **Transportation and Disposal.**

Contractor may transport and dispose at the Landfill, and the City shall accept for disposal at the Landfill Acceptable Processed or Unprocessed Wastes. The City Council or City Manager may order that C&DD may be accepted from other sources, pursuant to the City of Rockland Code of Ordinance, Ch. 14, Art. I, Sec. 14-108, notwithstanding anything to the contrary in this Agreement;

3. **Term.**

The Term of this Agreement shall be three years, commencing on July 1, 2015, comprised as follows:

Year One: July 1, 2015, to and including June 30, 2016; and  
Year Two: July 1, 2016, to and including June 30, 2017; and  
Year Three: July 1, 2017, to and including June 30, 2018;

4. **Disposal Fees; Payment.** Contractor shall pay Disposal Fees for the disposal of C&DD by or on behalf of Contractor, in a prompt and timely manner consistent with the City's Cash Collection Policy (except as otherwise provided herein), at the following rates:

A. **Year One:**

- i. \$31.00/ton for Processed Waste if pre-paid;
- ii. \$33.00/ton for Processed Waste if not pre-paid;
- iii. \$38.00/ton for Unprocessed Waste;

B. **Year Two:**

- i. \$32.00/ton for Processed Waste if pre-paid;
- ii. \$34.00/ton for Processed Waste if not pre-paid;
- iii. \$39.00/ton for Unprocessed Waste; and

C. **Year Three:**

- i. \$33.00/ton for Processed Waste if pre-paid;
- ii. \$35.00/ton for Processed Waste if not pre-paid;
- iii. \$40.00/ton for Unprocessed Waste.

Pursuant to 38 M.R.S. § 2202(3), Contractor shall pay to the City any fee or tax imposed by the State of Maine on the disposal of C&DD and/or other wastes for remittance to the State, in addition to the City's Disposal Fees set forth herein.

5. **Payment.**

The City shall invoice Contractor for all wastes disposed by Contractor at the Rockland Landfill and any associated State or other fees and any outstanding balance on a weekly basis. Contractor shall pay each such invoice within thirty (30) days of the date of the invoice. If payment is not made as required by this Agreement, Contractor shall pay a late fee in the amount of 5% of the unpaid invoice, and interest to the City on any unpaid balance at a rate of 7% per annum until paid in full.

Alternatively, the Contractor may pre-pay for all Construction & Demolition Debris to be disposed by Contractor at the Landfill and any associated State or other fees, on a monthly basis, for amounts anticipated to be disposed in the following month. Pre-payment shall be made in readily-available funds, no later than the 20<sup>th</sup> day of the month, in the amount of the C&DD disposal fees Contractor anticipates incurring in the ensuing month, or one-twelfth of the Contractor's total disposal fees incurred in the preceding year, whichever is greater. If Contractor utilizes the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) Contractor fails to pre-pay by the pre-payment deadline and in conformance with the other pre-payment requirements, or (B) exhausts in a given month the amount of his pre-payment and fails to make further pre-payment for the additional disposals, or (C) breaches any other material term or condition of this Agreement;

**6. Disposal Procedures.**

- A. Contractor shall dispose wastes at the Landfill prior to 1:00 p.m. on days the Landfill is open to the public (Tuesday – Saturday, excluding holidays), unless other, prior arrangements are made. In the event the City accepts a load or loads of Contractor's waste outside the normal business hours of the Landfill, or that staff are required to remain after hours (after 4:00 p.m., Tuesday – Saturday, or anytime on a Sunday, Monday, or holiday) to complete the disposal of a load or loads of Contractor's waste, Contractor shall pay the City a surcharge of \$100.00/load;
- B. The City shall have the right to reject unacceptable waste. Contractor shall pay all costs the City is caused to incur in handling or making other provision for unacceptable waste delivered to the Landfill by or on behalf of Contractor, including by its employees, contractors, haulers, or agents, and Contractor shall either remove such unacceptable waste or shall be responsible for the costs of doing so where Contractor fails to remove the unacceptable waste prior to a reasonable deadline imposed by the Director of the Landfill;
- C. The City shall maintain operational weighing facilities at the Landfill and scale the weight of acceptable waste delivered to the Landfill by or on behalf of Contractor;
- D. Contractor shall test its Processed Waste destined for the Landfill for gypsum content at least once in every six-month period during the Term of this Agreement, utilizing sample gathering techniques acceptable to the Maine Department of Environmental Protection. (Musson, S.E. et al., Measuring the gypsum content of C&D fines Waste Management (2007)), or other acceptable methodology for quantifying gypsum content in waste C&D) all sampling shall be done by a second party. In the event any sample exceeds the permissible level or concentration of 3% gypsum, Contractor may not dispose of the source material at the Landfill, and shall conduct gypsum testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection. Unprocessed Waste must also contain 3% or less gypsum which may be determined by documented periodic visual inspection;
- E. Contractor shall perform one Toxicity Characteristic Leaching Procedure ("TCLP") for 8 RCRA (Resource Conservation and Recovery Act) metals yearly (the sample shall be a composite of its C&DD destined for the Landfill). Contractor shall provide a copy of each such TCLP analysis report to the Rockland Solid Waste Facility at the onset of the contract. Each such sample shall be analyzed by a laboratory qualified to perform TCLP analysis. In the event any sample exceeds the permissible level (as defined by 40 C.F.R. (Code of Federal Regulations)) or concentration of prohibited substances, Contractor may not dispose of the source material at the Landfill, and shall conduct RCRA TCLP testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, yearly testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection;
- F. In the event any load of Contractor's C&DD contains items other than Processed Waste or Unprocessed Waste, for which the City Council has set a disposal fee, Contractor shall pay the disposal fee(s) for such items in addition to the fee for C&DD set forth in this Agreement;

- G. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the business day, unless prior approval is made with the Solid Waste Director to deviate from this limitation;
- H. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and
- I. In the event the Landfill is closed indefinitely, or is no longer permitted to accept construction and demolition wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as the applicable order or permit revocation allows the City, and this Agreement shall terminate, the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;
- J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the C&DD disposal period during the business day, unless prior approval to deviate from this limitation is granted by the City;
- K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and
- L. In the event the Landfill is closed indefinitely, is no longer permitted to accept construction and demolition wastes, and/or the City determines, in its sole discretion, that the Landfill, within one year, is anticipated to exhaust its remaining, functional capacity to accept wastes, the City shall provide 60-days' notice to Contractor, or as much notice that is less than 60 days as an applicable order or permit revocation, or remaining, functional capacity of the Landfill allows the City, and may, in its sole discretion, either (1) reduce the amount of waste Contractor may dispose during the remaining Term of this Agreement, or (2) terminate this Agreement, at which time the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;
- M. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services lawfully, efficiently, and in a manner satisfactory to the City. If the City Manager, or his designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the City Manager.

**7. Legal Compliance.**

Contractor agrees to comply and to cause all third party transporters that transport Contractor's waste to the Landfill to comply with all federal, state, and local laws, ordinances, regulations, rules, and policies as they related to Contractor's acceptance, collection, processing, transportation, reporting, and disposal of wastes at the Landfill;

**8. Insurance.**

- A. Contractor shall maintain commercial general liability insurance coverage, including vehicular liability coverage, having terms and limits of coverage that are acceptable to the City, as follows:

Type of Insurance	Each Occurrence	Aggregate
General Liability, Including Pollution Liability – Bodily & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury & Property Damage	\$1,000,000	

Excess Liability	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Contractor shall require every third party that transports Contractor's waste to the Landfill to provide evidence they have commercial general liability insurance in the same, minimum coverage amounts; and

- B. Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies and their coverages and exclusions shall contain a statement of the insurer's obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contract, Contractor shall pay the City's costs of defense, whether or not such insurance coverage was obtained by Contractor, or has lapsed. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor's insurer(s) due to Contractor's acts, errors, or omissions.

**9. Damage to City Facilities.**

In the event Contractor or one or more of its officers, employees, contractors, haulers, or other agents causes damage to any equipment, structure, way, or other City facility, Contractor shall reimburse any and all repair or replacement costs incurred by the City to correct the damage. Contractor shall be fully and solely responsible for any property damage, personal injury, cost, loss, or expense arising from Contractor's presence at and/or use of the Rockland Landfill, and shall defend and hold the City harmless from any claim, loss, or expense relating to the same;

**10. Indemnification.**

Contractor shall defend, save harmless, and indemnify the City and its municipal officers, employees, agents and assigns from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.

**11. Security.**

Contractor shall provide the City with a bond or other instrument, the form and surety, guarantor, or other issuer of which shall be acceptable to the City in its sole discretion, in the minimum amount of \$55,000 (the "Bond"), unless Contractor opts to pre-pay for disposals pursuant to paragraph 5 of this Agreement. Such Bond shall be provided to the City upon the effective date of this Agreement; shall remain effective throughout the Term of this Agreement; and shall remain effective and subject to negotiation and collection by the City for at least six months following the effective date of the termination of this Agreement. Regardless of any other terms and conditions of said bond or other instrument, payment thereunder by said surety, guarantor, or other issuer to the City shall be due immediately on demand upon Contractor's failure to make payment or perform any material term or condition as and when due under this Agreement. If Contractor does not utilize the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) the City's account receivable for the Contractor equals or exceeds 80% of the Bond amount; or (B) Contractor breaches any other material term or condition of this Agreement;

**12. Default.**

The following, without limitation, shall constitute events of default that trigger the rights and remedies set forth in this Agreement and/or provided at law or in equity:

- A. Contractor's Default. Contractor shall be in default if Contractor:
  - (1) Disposes Prohibited Waste in the City's Landfill;
  - (2) Fails to make any payment when or in the amount then due;
  - (3) Fails to perform and provide acceptable laboratory results from any testing required under this Agreement; or
  - (4) Violates any applicable law, regulations, or ordinance, with respect to the transportation and disposal of wastes at the Rockland Landfill, or
  - (5) Breaches any other material term or condition of this Agreement.
  
- B. City's Default. The City shall be in default if City:
  - (1) Fails to accept Contractor's Acceptable Wastes within the parameters set forth in this Agreement; or
  - (2) Violates any applicable law, regulations, or ordinance, or breaches any other material term or condition of this Agreement.

**13. Remedies.**

- A. City's Remedies. In the event of default by the Contractor, the City may, in its sole discretion, either decline to continue to accept waste disposals from Contractor; require advance payment in immediately available funds prior to continuing to accept waste disposals from Contractor; demand payment upon and/or execute upon the security provided by Contractor pursuant to this Agreement; and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity;
  
- B. Contractor's Remedies. In the event of default by the City, Contractor may, at its sole discretion and with two weeks' prior written notice, discontinue disposals at the Rockland Landfill without penalty, and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity.

**14. Miscellaneous.**

- A. Contract Validity. In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
  
- B. Contract Administration. The **City Manager** or his designee shall serve as the City's Contract Administrator. **T.J. Troiano** or his designee shall serve as the Contractor's Contract Administrator.
  
- C. Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.
  
- D. Governing Law; Jurisdiction & Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court's jurisdiction may dictate or allow.
  
- E. Equal Opportunity; Harassment; Wage Standards. The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer. In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with



**#47 Authorizing Construction & Demolition Debris Disposal Contract – Jeffrey A. Simpson, Inc.**

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

**THAT** the City Manager is hereby authorized to enter into a contract with Jeffery A Simpson, Inc., for the disposal of construction and demolition debris at the Rockland Solid Waste Disposal Facility in substantial conformance with the attached contract.

Sponsor: City Manager  
Originator: City Manager

**CONSTRUCTION AND DEMOLITION DEBRIS  
DISPOSAL AGREEMENT**

This Construction & Demolition Debris Disposal Agreement (the “Agreement”) is made and effective this 25<sup>th</sup> day of June 2015 by and between the City of Rockland, Maine (the “City”), a Maine municipal corporation having a mailing address of 270 Pleasant Street in Rockland, Maine, and Jeffery A Simpson, Inc. (“Contractor”), a Maine business corporation having a mailing address of 281 Jagger Mill Road in Sanford, Maine 04073.

WHEREAS, the City owns and operates a municipal landfill (the “Landfill”) at the City of Rockland Solid Waste Facility, located on Limerock Street in Rockland, Maine; and

WHEREAS, the City’s approved operations plan for the Landfill authorizes the City to accept construction and demolition debris (“C&DD”) for disposal at the Landfill; and

WHEREAS, Contractor collects, sorts, transports, and disposes C&DD and has need of the disposal capacity of the Landfill for that purpose,

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the City of Rockland and Jeffery A Simpson, Inc. agree as follows:

**1. Definitions.**

**A. *Acceptable Waste.*** Acceptable Waste shall mean:

- i. Construction and demolition debris (“C&DD”), which is solid waste generated by the construction, remodeling, repair, and demolition of structures, as defined under 38 M.R.S. § 1303-c and regulations of the Maine Department of Environmental Protection, including but not limited to building materials, asphalt, wallboard, wood not suitable for grinding, siding, insulation, metal and PVC conduits, pipes, bricks, and concrete blocks, but having a gypsum content that does not exceed 3%;
- ii. Household furniture, couches, and chairs;
- iii. Fish nets, lobster traps, and other, similar plastic-coated wire, ropes, and hose;
- iv. Cleared vegetation and yard waste, including stumps, grubblings, tree trunks, brush, leaves, and grass and shrub clippings;
- v. Non-recyclable cardboard, intending to refer to cardboard that is wet or contaminated by food waste or other deleterious material; and
- vi. Other materials approved by the Maine Department of Environmental Protection for disposal, on a case-by-case basis for disposals at the Landfill;

**B. *Prohibited Waste.*** Prohibited Waste means all waste materials not identified as Acceptable Waste, including but not limited to:

- i. Fines from shredded, ground, or otherwise processed construction or demolition wastes that contain substantial or prohibited levels of wallboard residuals and/or sulfates;
- ii. Municipal solid waste, or household trash;

- iii. Plastic bags;
- iv. Televisions, computers or other electronic equipment;
- v. Cables and wires;
- vi. Asbestos;
- vii. Vehicles or vehicle parts;
- viii. Liquid wastes;
- ix. Hazardous wastes, which are defined as:
  - a. Waste that, by reason of its composition or other inherent properties, is dangerous to handle by ordinary means, or that may present a substantial endangerment to health or safety, or that presents a reasonable possibility of adversely affecting the operation of the Landfill; or
  - b. Waste that is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, as amended; the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301, *et seq.*, as amended; and any other federal, state, or local laws, ordinances, rule, or regulations; and
- x. Waste generated outside the State of Maine and not processed or treated in Maine;
- xi. Dead animals and animal parts;
- xii. Agricultural wastes;
- xiii. Sandblast grit; and
- xiv. Contaminated soil.

**C. *Processed Waste.*** Processed Waste means acceptable waste that has been sorted, and from which commodities and unacceptable material have been removed;

**D. *Unprocessed Waste.*** Unprocessed Waste means acceptable waste that has not been sorted;

**2. Transportation and Disposal.**

Contractor may transport and dispose at the Landfill, and the City shall accept for disposal at the Landfill Acceptable Processed or Unprocessed Wastes. The City Council or City Manager may order that C&DD may be accepted from other sources, pursuant to the City of Rockland Code of Ordinance, Ch. 14, Art. I, Sec. 14-108, notwithstanding anything to the contrary in this Agreement;

**3. Term.**

The Term of this Agreement shall be three years, commencing on July 1, 2015, comprised as follows:

- Year One: July 1, 2015, to and including June 30, 2016; and
- Year Two: July 1, 2016, to and including June 30, 2017; and
- Year Three: July 1, 2017, to and including June 30, 2018;

**4. Disposal Fees; Payment.** Contractor shall pay Disposal Fees for the disposal of C&DD by or on behalf of Contractor, in a prompt and timely manner consistent with the City's Cash Collection Policy (except as otherwise provided herein), at the following rates:

**A. Year One:**

- i. \$31.00/ton for Processed Waste if pre-paid;
- ii. \$33.00/ton for Processed Waste if not pre-paid;
- iii. \$38.00/ton for Unprocessed Waste;

**B. Year Two:**

- i. \$32.00/ton for Processed Waste if pre-paid;
- ii. \$34.00/ton for Processed Waste if not pre-paid;

iii. \$39.00/ton for Unprocessed Waste; and

C. Year Three:

- i. \$33.00/ton for Processed Waste if pre-paid;
- ii. \$35.00/ton for Processed Waste if not pre-paid;
- iii. \$40.00/ton for Unprocessed Waste.

Pursuant to 38 M.R.S. § 2202(3), Contractor shall pay to the City any fee or tax imposed by the State of Maine on the disposal of C&DD and/or other wastes for remittance to the State, in addition to the City's Disposal Fees set forth herein.

**5. Payment.**

The City shall invoice Contractor for all wastes disposed by Contractor at the Rockland Landfill and any associated State or other fees and any outstanding balance on a weekly basis. Contractor shall pay each such invoice within thirty (30) days of the date of the invoice. If payment is not made as required by this Agreement, Contractor shall pay a late fee in the amount of 5% of the unpaid invoice, and interest to the City on any unpaid balance at a rate of 7% per annum until paid in full.

Alternatively, the Contractor may pre-pay for all Construction & Demolition Debris to be disposed by Contractor at the Landfill and any associated State or other fees, on a monthly basis, for amounts anticipated to be disposed in the following month. Pre-payment shall be made in readily-available funds, no later than the 20<sup>th</sup> day of the month, in the amount of the C&DD disposal fees Contractor anticipates incurring in the ensuing month, or one-twelfth of the Contractor's total disposal fees incurred in the preceding year, whichever is greater. If Contractor utilizes the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) Contractor fails to pre-pay by the pre-payment deadline and in conformance with the other pre-payment requirements, or (B) exhausts in a given month the amount of his pre-payment and fails to make further pre-payment for the additional disposals, or (C) breaches any other material term or condition of this Agreement;

**6. Disposal Procedures.**

- A. Contractor shall dispose wastes at the Landfill prior to 1:00 p.m. on days the Landfill is open to the public (Tuesday – Saturday, excluding holidays), unless other, prior arrangements are made. In the event the City accepts a load or loads of Contractor's waste outside the normal business hours of the Landfill, or that staff are required to remain after hours (after 4:00 p.m., Tuesday – Saturday, or anytime on a Sunday, Monday, or holiday) to complete the disposal of a load or loads of Contractor's waste, Contractor shall pay the City a surcharge of \$100.00/load;
- B. The City shall have the right to reject unacceptable waste. Contractor shall pay all costs the City is caused to incur in handling or making other provision for unacceptable waste delivered to the Landfill by or on behalf of Contractor, including by its employees, contractors, haulers, or agents, and Contractor shall either remove such unacceptable waste or shall be responsible for the costs of doing so where Contractor fails to remove the unacceptable waste prior to a reasonable deadline imposed by the Director of the Landfill;
- C. The City shall maintain operational weighing facilities at the Landfill and scale the weight of acceptable waste delivered to the Landfill by or on behalf of Contractor;
- D. Contractor shall test its Processed Waste destined for the Landfill for gypsum content at least once in every six-month period during the Term of this Agreement, utilizing sample gathering techniques acceptable to the Maine Department of Environmental Protection. (Musson, S.E. et al., Measuring the gypsum content of C&D fines Waste Management (2007)), or other acceptable methodology for quantifying gypsum content in waste C&D all sampling shall be done by a second party. In the event any sample exceeds the permissible level or concentration of 3% gypsum, Contractor may not dispose of the source material at the Landfill, and shall conduct gypsum testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the

City that Contractor may resume its limited, testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection. Unprocessed Waste must also contain 3% or less gypsum which may be determined by documented periodic visual inspection;

- E. Contractor shall perform one Toxicity Characteristic Leaching Procedure (“TCLP”) for 8 RCRA (Resource Conservation and Recovery Act) metals yearly (the sample shall be a composite of its C&DD destined for the Landfill). Contractor shall provide a copy of each such TCLP analysis report to the Rockland Solid Waste Facility at the onset of the contract. Each such sample shall be analyzed by a laboratory qualified to perform TCLP analysis. In the event any sample exceeds the permissible level (as defined by 40 C.F.R. (Code of Federal Regulations)) or concentration of prohibited substances, Contractor may not dispose of the source material at the Landfill, and shall conduct RCRA TCLP testing on all subsequent C&DD it proposes to dispose of at the Landfill until notified by the City that Contractor may resume its limited, yearly testing regime, or some other testing protocol imposed by the U.S. and/or Maine Department of Environmental Protection;
- I. In the event any load of Contractor’s C&DD contains items other than Processed Waste or Unprocessed Waste, for which the City Council has set a disposal fee, Contractor shall pay the disposal fee(s) for such items in addition to the fee for C&DD set forth in this Agreement;
- J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the business day, unless prior approval is made with the Solid Waste Director to deviate from this limitation;
- K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Jeffery A Simpson Inc or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and
- I. In the event the Landfill is closed indefinitely, or is no longer permitted to accept construction and demolition wastes, the City shall provide 60-days’ notice to Contractor, or as much notice that is less than 60 days as the applicable order or permit revocation allows the City, and this Agreement shall terminate, the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;
- J. Loads shall be limited to 6 or fewer loads per day, interspersed throughout the C&DD disposal period during the business day, unless prior approval to deviate from this limitation is granted by the City;
- K. All loads of C&D waste destined for disposal shall be covered during transit whether transported by Contractor or a third party, and shall be covered in a manner to avoid the loss of debris onto any public way or private property during transit; and
- L. In the event the Landfill is closed indefinitely, is no longer permitted to accept construction and demolition wastes, and/or the City determines, in its sole discretion, that the Landfill, within one year, is anticipated to exhaust its remaining, functional capacity to accept wastes, the City shall provide 60-days’ notice to Contractor, or as much notice that is less than 60 days as an applicable order or permit revocation, or remaining, functional capacity of the Landfill allows the City, and may, in its sole discretion, either (1) reduce the amount of waste Contractor may dispose during the remaining Term of this Agreement, or (2) terminate this Agreement, at which time the City shall be relieved of any obligation to accept wastes from or on behalf of Contractor;
- M. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services lawfully, efficiently, and in a manner satisfactory to the City. If the City Manager, or his designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the City Manager.

**7. Legal Compliance.**

Contractor agrees to comply and to cause all third party transporters that transport Contractor’s waste to the Landfill to comply with all federal, state, and local laws, ordinances, regulations, rules, and policies as they related to Contractor’s acceptance, collection, processing, transportation, reporting, and disposal of wastes at the Landfill;

**8. Insurance.**

A. Contractor shall maintain commercial general liability insurance coverage, including vehicular liability coverage, having terms and limits of coverage that are acceptable to the City, as follows:

:

<b>Type of Insurance</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
General Liability, Including Pollution Liability – Bodily & Property Damage Combined	\$1,000,000	\$2,000,000
Automobile Liability – Combined Bodily Injury & Property Damage	\$1,000,000	
Excess Liability	\$1,000,000	\$2,000,000
Worker’s Compensation & Employer’s Liability	\$500,000 (Each Accident) \$500,000 (Disease Policy Limit) \$500,000 (Disease Each Employee)	

Contractor shall require every third party that transports Contractor’s waste to the Landfill to provide evidence they have commercial general liability insurance in the same, minimum coverage amounts; and

B. Contractor shall cause the City to be named as an Additional Insured on each policy of insurance required herein, and the Certificates or other evidence of such policies and their coverages and exclusions shall contain a statement of the insurer’s obligation to notify the City at least fifteen (15) days prior to the cancellation of such policy. In the event the City is required to defend itself against any claim for which insurance coverage is required by this Contract, Contractor shall pay the City’s costs of defense, whether or not such insurance coverage was obtained by Contractor, or has lapsed. In any claim which may arise as a result of intentional or negligent acts or omissions of the Contractor, the comprehensive general liability insurance policy provided by Contractor shall be deemed the primary protection against such claims, and the City shall not be called upon to contribute to a loss otherwise payable by the Contractor’s insurer(s) due to Contractor’s acts, errors, or omissions.

**9. Damage to City Facilities.**

In the event Contractor or one or more of its officers, employees, contractors, haulers, or other agents causes damage to any equipment, structure, way, or other City facility, Contractor shall reimburse any and all repair or replacement costs incurred by the City to correct the damage. Contractor shall be fully and solely responsible for any property damage, personal injury, cost, loss, or expense arising from Contractor’s presence at and/or use of the Rockland Landfill, and shall defend and hold the City harmless from any claim, loss, or expense relating to the same;

**10. Indemnification.**

Contractor shall defend, save harmless, and indemnify the City and its municipal officers, employees, agents and assigns from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this agreement.

**11. Security.**

Contractor shall provide the City with a bond or other instrument, the form and surety, guarantor, or other issuer of which shall be acceptable to the City in its sole discretion, in the minimum amount of \$33,000 (the "Bond"), unless Contractor opts to pre-pay for disposals pursuant to paragraph 5 of this Agreement. Such Bond shall be provided to the City upon the effective date of this Agreement; shall remain effective throughout the Term of this Agreement; and shall remain effective and subject to negotiation and collection by the City for at least six months following the effective date of the termination of this Agreement. Regardless of any other terms and conditions of said bond or other instrument, payment thereunder by said surety, guarantor, or other issuer to the City shall be due immediately on demand upon Contractor's failure to make payment or perform any material term or condition as and when due under this Agreement. If Contractor does not utilize the pre-payment alternative, the City may close the Landfill to further disposals by the Contractor if (A) the City's account receivable for the Contractor equals or exceeds 80% of the Bond amount; or (B) Contractor breaches any other material term or condition of this Agreement;

**12. Default.**

The following, without limitation, shall constitute events of default that trigger the rights and remedies set forth in this Agreement and/or provided at law or in equity:

A. Contractor's Default. Contractor shall be in default if Contractor:

- (1) Disposes Prohibited Waste in the City's Landfill;
- (2) Fails to make any payment when or in the amount then due;
- (3) Fails to perform and provide acceptable laboratory results from any testing required under this Agreement; or
- (4) Violates any applicable law, regulations, or ordinance, with respect to the transportation and disposal of wastes at the Rockland Landfill, or
- (5) Breaches any other material term or condition of this Agreement.

B. City's Default. The City shall be in default if City:

- (1) Fails to accept Contractor's Acceptable Wastes within the parameters set forth in this Agreement; or
- (2) Violates any applicable law, regulations, or ordinance, or breaches any other material term or condition of this Agreement.

**13. Remedies.**

A. City's Remedies. In the event of default by the Contractor, the City may, in its sole discretion, either decline to continue to accept waste disposals from Contractor; require advance payment in immediately available funds prior to continuing to accept waste disposals from Contractor; demand payment upon and/or execute upon the security provided by Contractor pursuant to this Agreement; and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity;

B. Contractor's Remedies. In the event of default by the City, Contractor may, at its sole discretion and with two weeks' prior written notice, discontinue disposals at the Rockland Landfill without penalty, and/or, without limitation, bring any claim, enforce any right, or seek any remedy authorized by statute, at common law, or in equity.

**14. Miscellaneous.**

A. Contract Validity. In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

B. Contract Administration. The **City Manager** or his designee shall serve as the City's Contract Administrator.

**Jeff Simpson** or his designee shall serve as the Contractor’s Contract Administrator.

- C. Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an Independent Contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.
- D. Governing Law; Jurisdiction & Venue. This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any claim, action, or proceeding arising out of this Contract shall be instituted in, and that venue properly lies in, the Maine District Court in Rockland, or Knox County Superior Court, as such court’s jurisdiction may dictate or allow.
- E. Equal Opportunity; Harassment; Wage Standards. The awarding party, the City of Rockland, Maine, is an Equal Opportunity Employer. In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the City’s premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or City policies against sexual harassment and discrimination, and shall not engage in, and shall report to the City, any criminal or nefarious conduct on City property.
- F. Payments. Contractor’s invoices shall state the delivery location, date, quantity, and type of fuel delivered. Payment made will be made upon submittal of an invoice on a net 30-day basis unless discount terms are offered.
- G. Sales Tax. This project is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.
- H. Assignment. Neither party may assign its rights and obligations under this Agreement to another party without the prior, written consent of the other party;
- I. Amendment. This Agreement may not be amended except in a writing signed by both parties;
- J. Severability. In the event any provision, term, or condition of this Agreement is found to be void, invalid, or otherwise unenforceable by a court of law having jurisdiction over this matter and the parties, such invalidity shall have no effect upon the other provisions of this Agreement;
- I. Notices. Any notice required to be given by this Agreement shall be provided and addressed as follows:

If to the City of Rockland: James D. Chaousis II,  
 City Manager  
 Rockland City Hall  
 270 Pleasant Street  
 Rockland, ME 04841

and to: Public Services Director  
 Rockland City Hall  
 270 Pleasant Street  
 Rockland, ME 04841

If to Jeffery A Simpson Inc : Jeffery Simpson  
 Jeffery A Simpson, Inc  
 281 Jagger Mill Road  
 Sanford, ME 04073

Councilor Pritchett moved passage and said that the City of Bath is the only other municipality mentioned that still operates a solid waste landfill, and that it is true that Bath charges \$150 per ton for C&D disposal. However, Bath charges that rate to discourage the disposal of C&D in their landfill to save room for the municipal solid waste that is disposed of at that facility.

Vote: 5 for.

**Order #48 Amending Sewer User Fee Schedule**

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

**THAT**, effective July 1, 2015, the fee schedule for the Water Pollution Control Facility be amended and adopted as follows:

**POLLUTION CONTROL FACILITY FEES**

**GENERAL**

All references to the City of Rockland’s Sewer Use Ordinance shall be understood to mean the version of this document that has most recently been passed and adopted by the City Council of the City of Rockland, Maine. Similarly, all references to the Enforcement Response Plan shall be understood to mean the current version of this document, incorporated by reference into the most recently adopted Sewer Use Ordinance.

**CHARGES AND FEES AT A GLANCE**

<b>Type of Charge</b>	<b>Current Value</b>
<b>Minimum Charge</b>	
<b>Residential and Commercial</b>	Usage 1,000 cubic feet per ERU  Rates First 1,000 cubic feet: <del>\$41.84</del> <b><u>43.93</u></b> 1,001 cubic feet and above: \$ <del>5.00</del> per 100 cubic feet <b><u>5.25</u></b>
<b>Industrial</b> <i>Minimum Charge</i>	Usage 30% of monthly flow, BOD, and TSS in Industrial User’s current Wastewater Discharge Permit.  Rates <del>\$2.38</del> per 1,000 gallons permitted (monthly) <b><u>2.50</u></b> <del>\$91.17</del> per 100 pounds BOD permitted (monthly) <b><u>95.73</u></b> <del>\$122.87</del> per 100 pounds TSS permitted (monthly) <b><u>129.02</u></b>
<i>Monthly Charge</i>	Monthly charges will be based on actual flows and BOD and TSS loadings discharged.
<b>Billing Charge</b>	\$4.20 per bill/\$1.50 per duplicate bill
<b>Return Check Fees</b>	<del>\$37.00</del> charged to account for handling <b><u>40.00</u></b>
<b>Septage Discharge Fee</b>	\$160.00 per 1000 gallons minimum of \$100.00
<b>Recreational Vehicle Dump Fee</b> With assistance	<del>\$20.00</del> <b><u>25.00</u></b>
<b>Coach/Charter Bus Dump Fee</b>	<del>\$65.00</del> <b><u>75.00</u></b>
<b>Private Sewerage System (Septic System) Connection Permit</b>	As per Department of Health and Human Services Subsurface Wastewater Program

<b>Sewer Connection Permit</b> Residential/Commercial Connection Permit Industrial Connection Permit	\$50.00 \$50.00
<b>Inflow And Infiltration Development Charge</b>	\$2.64 per gallon
<b>Reserve Capacity Charge</b>	\$2,400.00 per EDU
<b>Sewer Lateral Televised Inspection Fee</b>	\$140.00 per occurrence
<b>Industrial Permit Application Fee</b>	Less than 1,000 gallons: \$ Actual Cost + 15% minimum of \$400. Between 1,000 and 50,000 gallons: Actual Cost +15% minimum of \$750 Between 50,000 to 150,000 gallons: Actual Cost +15% minimum of \$1,500 More than 150,000 gallons Actual Cost +15% minimum of \$4,000 Appeal: \$150.00
<b>Industrial User Inspection Fee</b>	Actual Cost with a \$150.00 minimum charge
<b>Decision Appeal Fee</b>	\$150.00
<b>Interest Charge</b>	Same rate as set annually by Order of the City Council for past due taxes

**1.0 MINIMUM CHARGE FEE**

Fees

A. Residential Minimum Charge

The cost for treatment of residential wastewater shall be based on both a fixed minimum charge and on water consumption. Water consumption shall be per hundred cubic feet of water used, based on the water meter at each residential location as recorded by the Aqua Maine water company, and according to the schedule in the following table.

Typical residential unit is defined as that in which water use ranges from zero (0) to three hundred (300) gallons per day (on a maximum day basis) or zero (0) to two hundred fifty (250) gallons per day (on a maximum month basis).

Equivalent Residential Units (ERUs) are a method of defining the wastewater generated by a commercial or multi-family user location as a function of the water use in specific processes or by specific users at that location. These ERUs are developed as a ratio of the commercial or multi-family residential unit to a single-family residence. The Equivalent Residential Unit (ERU) for a single family home is 1.0. Minimum Usage shall be 1,000 cubic feet per ERU per billing quarter.

The ERU for single homes converted into apartments shall be defined as 0.5 ERU per dwelling unit. The ERU for multi-family homes (i.e., duplex) shall be defined as 1.0 ERU per dwelling unit. The ERU for a building built as an apartment complex shall be 1.0 ERU per dwelling unit. The ERU for a mobile home shall be 1.0 per unit.

<b>Cost Per Equivalent Residential Unit</b>
Usage 1,000 cubic feet per ERU per billing quarter
Rates First 1,000 cubic feet: <del>\$41.84</del> dollars <b>43.93</b> 1,001 cubic feet and above: <del>\$5.00</del> <b>5.25</b> per 100 cubic feet

Any residence that does not presently have a water meter shall install one that is approved by Maine Water Company (if the residence receives public water) or by the WPCF (if the residence has a private water source [i.e., a well]).

**B. Commercial Minimum Charge**

The cost for treatment of commercial wastewater shall be based on both a fixed minimum charge and on water consumption. Water consumption shall be per thousand cubic feet of water used, based on the water meter at each commercial location as recorded by the Aqua Maine water company.

Minimum Usage shall be 1,000 cubic feet per ERU per billing quarter. The ERUs applicable to commercial establishments in the City of Rockland are defined in the following table. The ERU applicable shall be the Minimum ERU (as shown) or the calculated ERU, whichever is greater.

Description of Unit	Unit Measure	Equivalent Units	Minimum ERUs
Residences (Single-Family)	(Each)	(1.0)	(1.0)
Apartments (Single home, converted)	Per Apartment	0.5	2.0
Apartments (Complex, built as)	Per Apartment	1.0	2.0
Mobile Homes and Parks	Per Dwelling Unit	1.0	2.0

Motels & Hotels Without kitchen units	Per Unit	0.25	2.0
With kitchen units	Per Unit	0.35	2.0
Bed and Breakfasts and Rooming Houses w/o kitchens in the individual rooms	Per Unit Plus one full unit for kitchen	.25	2.0
Churches and Service Clubs Without kitchen	Each	-	1.0
With kitchen	Each	-	2.0
Office Use	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Medical Office	Per exam room	0.25	2.0
Dentist Office	Per chair	1.0	2.0
Veterinary Office or Facility	Per exam room	0.25	2.0
Hospital	Per bed	0.5	2.0
Nursing Home	Per bed	0.5	2.0
Day Care	Each <i>plus</i> For first 10 children Per child thereafter	1.0 0.2 0.1	2.0
Personal Care (Beauty Salon/Barber)	Per chair	0.5	2.0
Restaurant (including Fast Food)	For every table over 10	0.1	2.0
Drive In Restaurant	Per parking space over 25	0.25	2.0
Food and Drug Retail Store	One to three water fixtures Per three water fixtures thereafter	1.0 1.0	2.0
Supermarkets (over 5,000 sq feet)	Per water fixture and drain	1.0	10.0
Bank	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Movie Theaters	Per seat	0.05	2.0
Laundry	Per washing machine	1.0	2.0

Dry cleaner	Each	-	2.0
Car Wash	Per bay	1.0	2.0
Service Station	Each	-	2.0
Retail Sales & Service	Up to 5,000 square feet Per 1,000 square feet thereafter	1.0 0.25	2.0
Bars and Cocktail Lounges (Without restaurant)	One to fifty seats Each additional 15 seats (or portion thereof)	1.0 1.0	2.0
Bowling Alley	Per lane	0.4	2.0
Schools	Per 50 full-time students and faculty Per 100 part-time students and faculty	1.0 1.0	2.0

In the event that a commercial establishment does not fall into one of these classifications *or* if categorization in one of these classifications would result in inequitable treatment cost, the WPCF has the discretion to determine the ERU that is most applicable.

Any commercial establishment that does not presently have a water meter shall install one that is approved by Maine Water Company (if the establishment receives public water) or by the WPCF (if the establishment has a private water source [i.e., a well]).

**C. Industrial Minimum Charge and Monthly Charges**

*Minimum Charge*

Charges for the treatment of industrial wastewater shall be based on operation and maintenance costs of the WPCF. Permitted monthly flow shall be used in conjunction with permitted Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) values (both in pounds per month) to minimum charges. “Flow” (in thousands of gallons) and “Permitted” BOD and TSS (in pounds) are as defined in the industrial user’s Permit. The formula used to calculate the industrial user’s Minimum Charge is as follows:

$$\text{Industrial Minimum Charge} = 30\% * (\text{Monthly Permitted Flow} * \text{Flow Unit Cost}) + (\text{Monthly Average Permitted BOD} * \text{BOD Unit Cost}) + (\text{Monthly Average Permitted TSS} * \text{TSS Unit Cost})$$

*For permits containing only maximum daily allowances for any parameter, minimum monthly charge for that parameter shall be as follows:*

*Flow = fixed monthly cost allocated to flow times maximum daily flow allowance divided by PCF maximum daily design flow capacity*

*BOD = fixed monthly cost allocated to BOD times maximum daily BOD allowance divided by PCF maximum daily design BOD capacity*

*TSS = fixed monthly cost allocated to TSS times maximum daily TSS allowance divided by PCF maximum daily design TSS capacity*

Where unit costs are as defined below

Flow unit cost: ~~\$2.38~~ **2.50** per 1,000 gallons permitted (monthly)

BOD Unit Cost: ~~\$91.17~~ **95.73** per 100 pounds BOD permitted (monthly)

TSS Unit Cost: ~~\$122.87~~ **129.02** per 100 pounds TSS permitted (monthly)

Domestic wastewater generated by industrial users shall be calculated according to the number of workers at the facility. Dividing total man-hours by 8-hours results in the number of domestic users at the industrial facility. Domestic wastewater generated by the industrial facility is 30 gallons per day per domestic user. This is represented as follows:

$$\frac{\text{Total Man-hours}}{8 \text{ hours}} * \frac{30 \text{ gallons}}{\text{day} \cdot \text{user}} = \frac{\text{gallons}}{\text{day}}$$

The Minimum Charge for treatment of residential and commercial wastewater (see A and B of this section) shall be applied to gallons per day of domestic wastewater from industrial facilities, using a conversion rate of 1,000 gallons = 156 cubic feet.

*Monthly Charges*

All industrial users are required (by virtue of their Industrial Wastewater Discharge Permit) to install a non-settable totalizer (i.e., flowmeter) to monitor wastewater actually discharged to the Rockland WPCF. Each industrial user is required to report actual total daily and monthly flow, as measured by this device, to the Rockland WPCF on a monthly basis. Users are also required to report actual discharges of BOD and TSS to the Rockland WPCF. Treatment charges for actual flows and loadings discharged by an industrial user to the Rockland WPCF are calculated on a monthly basis as described in the following sections.

*Industrial User Sulfur Fee*

Industrial users (IU) shall pay a monthly sulfur fee in order to cover the cost of chemical treatment of PCF sludge. The fee shall be based on monthly total sulfur analysis carried out by the IU, and actual chemical expense for the month plus 15%. Each IU share of the cost shall be based on a mass balance ratio between individual IU sulfur loading and total sulfur loading for the month. Therefore, the individual IU monthly fee shall be calculated as follows:

$$\text{Individual IU Sulfur Fee} = \frac{\text{Individual IU Sulfur Contribution (lbs)}}{\text{Total IU Sulfur Contribution (lbs)}} * \text{Actual Treatment Chemical Expense (\$)}$$

*Expense Recovery*

Any discharger who discharges any waste that requires additional treatment or chemical additives, shall be liable to the City for all costs incurred by the City as a result of the discharge plus 15 percent. This includes any costs associated with additional treatment measures and chemicals that are deemed necessary to ensure continued compliance with the State and Federal discharge requirements.

Sampling and Laboratory Analysis Fee: Actual cost +15% minimum of \$250.00.

*Industrial Users with Tier One Discharge Limits*

The cost per pound for removal of BOD and TSS from industrial wastewaters for users holding “Tier One” Permit limits (i.e., Daily Maximum and Monthly Average loading limits) for these parameters shall be competed according to the schedule shown below:

Parameter	Unit Cost: Industrial
Flow	<del>\$2.38</del> <b>2.50</b> per 1,000 gallons discharged
BOD	<del>\$91.17</del> <b>95.73</b> (per 100 pounds treated)
TSS	<del>\$122.87</del> <b>129.02</b> (per 100 pounds treated)

*Industrial Users with Three-Tier Discharge Limits*

The cost per pound for removal of BOD and TSS from Industrial wastewaters for users holding “three-tier” permit limits (i.e., three tiers of loading limits) for these parameters shall be competed according to the schedule shown below. The definitions of the three tiers shall be as defined in the most recent Permit issued to that user.

Parameter	Unit Cost: Industrial
Flow	<del>\$2.38</del> <b>2.50</b> per 1,000 gallons discharged

BOD	Tier 1: <del>\$91.47</del> <b>95.73</b> (per 100 pounds treated) Tier 2: 5% in excess of Tier 1 limit <sup>1</sup> Tier 3: 5% in excess of Tier 2 limit <sup>2</sup>
TSS	Tier 1: <del>\$122.87</del> <b>129.02</b> (per 100 pounds treated) Tier 2: 5% in excess of Tier 1 limit <sup>1</sup> Tier 3: 5% in excess of Tier 2 limit <sup>2</sup>

Note 1- The Tier 2 surcharge shall be applied to loadings that exceed Tier 1 loading limits. The additional surcharge shall apply to each 100 pounds (or fraction thereof) of loading that exceeds the Tier 1 limits as calculated by the difference between the actual discharged loading and the permitted Tier 1 loading.

Note 2- The Tier 3 surcharge shall be applied to loadings that exceed Tier 2 loading limits. The additional surcharge shall apply to each 100 pounds (or fraction thereof) of loading that exceeds the Tier 2 limits as calculated by the difference between the actual discharged loading and the permitted Tier 2 loading.

Residential, Commercial or Industrial discharge of groundwater and/or stormwater to the Sanitary Sewer System shall be charged based on the industrial rates.

**2.0 BILLING CHARGE**

Fee: Cost per bill issued: \$4.20/ \$1.50 per duplicate bill

**3.0 OPERATION AND MAINTENANCE FEES**

Fee: Current Operations and Maintenance Fees are included in the charge based on water consumption.

**4.0 SEPTAGE DISCHARGE FEES**

Fee: The fee for septage discharge shall be three times the Minimum Charge for treatment of domestic wastewater, as calculated on a per gallon basis and as defined in Section 1.0. For purposes of conversion, a volume of 100 cubic feet is equivalent to 748 gallons.

Septage Discharge Fee: \$0.16 per gallon, \$160.00 per 1,000 gallons, min \$100.00.

Fees for discharge of holding tank wastewater from recreational vehicles shall be: ~~\$20.00~~ **25.00**

Fees for discharge of holding tanks from travel/coach buses shall be ~~\$65.00~~ **75.00**

**5.0 PRIVATE SEWAGE DISPOSAL SYSTEM CONNECTION PERMIT AND INSPECTION FEE**

Fee: This applies to the connection of any new on-site subsurface wastewater disposal system (i.e., septic system). Private Sewage System Connection Permit: As per Department of Health and Human Services Subsurface Wastewater Program.

**6.0 SEWER CONNECTION PERMIT AND INSPECTION FEE FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL USERS**

Fee: Residential or Commercial Connection Permit: \$50.00  
Industrial Connection Permit: \$50.00

**7.0 INFLOW AND INFILTRATION DEVELOPMENT CHARGE**

Fee: The unit cost shall be equal to **\$2.64** per gallon of estimated inflow or infiltration from the new development.

**8.0 RESERVE CAPACITY CHARGE**

Fees: The Reserve Capacity Charge is shall be a one-time charge, due at the time of connection *or* at the time capacity is reserved, whichever comes first. This fee is \$2,400.00 per ERU as defined previously in Section 1.0.

The Monthly Reserve Capacity Maintenance Charge has been incorporated into the Minimum Charges described in Section 1.0.

**9.0 INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION REVIEW FEE**

Fee: Fees for review of new Permit Applications shall be based on the flow requested in the application. All flows below are on a Maximum Daily basis.

- Users requesting less than 1,000 gallons: Actual Cost + 15% \$400 minimum
- Users requesting between 1,000 and 50,000 gallons: Actual Cost +15% \$750 minimum
- Users requesting between 50,000 to 150,000 gallons: Actual Cost +15% \$1,500 minimum
- Users requesting more than 150,000 gallons: Actual Cost +15% \$4,000 minimum

Appeal of Renewed Permit: \$ 150.00 or Actual Cost

**10.0 NEW INDUSTRIAL USER FACILITY INSPECTION FEE**

Fee: Facility Inspection Fee: Actual Cost or minimum of \$150.00

**11.0 DECISION APPEAL FEE**

Fee: Decision Appeal Fee \$150.00

**12.0 FINES AND PENALTIES**

Fines and Penalties: Fines and penalties shall be issued based on the following schedule and at the discretion of the WPCF's Pretreatment Coordinator.

Type of Non-Compliance*	Fine or Penalty
<b>Category A: Enforcement Responses Based on U.S. EPA Guidance</b>	
A. Illegal Discharge	
1. Discharge without Permit	
a. User not aware of need; no damage to WPCF	\$150 to \$500
b. User not aware of need; damage to WPCF.	\$500 to \$7,500 Plus Actual Cost
c. Failure to apply continues after notice by WPCF.	Initial fine plus \$200 per day until application is received
2. Discharge with Expired Permit- Failure to apply for Permit renewal.	\$250 fine plus \$150 per day until application is received
B. Discharge Permit Violations	
1. Isolated exceedance, not SNC.	\$150 to \$350
2. Isolated exceedance, SNC	\$350 to \$550

3. Damage to WPCF or environment	\$7,500 plus Actual Cost
4. Frequent, not SNC.	\$450 to \$750
5. Frequent, SNC.	\$750 to \$1,500
C. Sampling, Monitoring, and Reporting Violations	
1. Reporting Violations	
a. Report improperly signed, first offense =	\$100
b. Report improperly signed, repeat offense	\$150
c. Late report; isolated and minor	\$50
d. Report more than 30 days late	\$150
e. Late report; frequent offense	\$250
f. Failure to report spill or changed discharge; no harm	\$250
g. Failure to report spill or changed discharge; harm	\$1,000 plus Actual Cost
h. Repeat failure to report spills	\$250 to \$500
i. Falsification	\$1,000
2. Failure to Monitor Correctly	
a. First offense	\$150 to \$350
b. Recurring failure to monitor	\$400 to \$600
3. Improper Sampling, evidence of Intent	
4. Failure to Install Equipment	
a. Delay < 30 days	\$100 per day
b. Delay > 30 days	\$150 per day
c. Recurring; violation of Administrative Order	\$1,000 to \$1,500
5. Compliance Schedules	
a. Missed by < 30 days, will not affect final date	\$100 per day
b. Missed by >30 days, will affect final date but user shows cause	\$100 per day
c. Missed by >30 days, will affect final date, not justified	\$100 per day plus \$500 to \$1,000
d. Recurring; violation of Administrative Order	\$1,000 to \$2,500
D. Other Permit Violations	
1. Diluted Wastestream	
a. Initial violation	\$100
b. Recurring violation	\$500
2. Failure to Mitigate Noncompliance	
a. Does not result in harm	\$300 to \$500

b. Results in harm	\$5,000 plus Actual Cost
3. Failure to Properly Operate Facility	
a. Does not result in harm	\$500 to \$1,000
b. Results in harm	\$7,500 plus Actual Cost
E. Violations Discovered During Inspection	
1. Denial of Entry	\$750
2. Illegal Discharge	
a. No harm to WPCF or environment	\$1,000 to \$2,500 plus \$50 per day until corrected
b. Causes harm; evidence of intent/ neglect.	\$7,500 plus Actual Cost
c. Recurring; violation of Administrative Order	\$1,000 to \$2,500
3. Improper Sampling	
a. Unintentional wrong location	\$100 per occurrence
b. Unintentional sample type	\$100 per occurrence
c. Unintentional sample technique	\$100 per occurrence
4. Inadequate Recordkeeping	
a. Incomplete or missing	\$100 per violation
b. Recurring	\$250 per violation
5. Failure to Report Additional Monitoring	
a. Found during inspection	\$100 per violation
b. Recurring	\$250 per violation

<b>B. Facility-Specific Enforcement Responses</b>	
A. Illegal Discharge	
1. Intentional Discharge without Permit	\$2,500 to \$5,000 plus \$250 per day until corrected
2. Discharge with expired Permit	\$250 to 500
B. Discharge Permit Violations	
1. WPCF was informed; no damage.	\$250 to \$750
2. WPCF was informed; damage.	\$500 to \$7,500 plus Actual Cost
3. WPCF was not informed.	\$2,500 plus Actual Cost
C. Spill Incidents	
1. Single instance	\$250 per violation
2. Repeated spills by same user	\$500 per violation
<b>Other</b>	
Level J: Civil Action (legal action taken)	\$1,000 to \$5,000 plus Actual Cost
Level K: Criminal Action (legal action taken)	WPCF discretion plus Actual Cost

\*- Types of Non-Compliance are as defined in the City's Enforcement Response Plan.

**13.0 RECOVERY OF COSTS**

Fee: Actual, as defined above.

Sponsor: City Manager  
Originator: Waste Pollution Control Director

Councilor Clayton moved passage.

Councilor Pritchett thanked everyone involved in this very difficult budget cycle for working hard to get this budget in place. He said that it was the Council's responsibility to find a way to balance the competing parts of the budget.

Councilor MacLellan-Ruf said that there are a lot more people in the community who are happy with what the Council has done than those who are unhappy, adding that the public understands that the Council did what was necessary. She said that the public understands that the State has continued to shift costs to the municipalities and that the Council needs to do what it can to deal with those cost shifts. She thanked the public and City staff for the support they have given the Council through this process.

Councilor Geiger asked where the responsibility lies between operation and maintenance of the treatment plant and the collection system, and if there is any funding for new sewer lines.

The City Manager said that the responsibility for the plant and the collection system lies with the Sewer department, and that there are currently no funds available for the separation of storm water from the sanitary sewer system at this time. He said that staff will be working on proposals to bring to the Council to address these issues.

Councilor Pritchett said that the City will be in a better position to answer those questions at this time next year. He said that the flow monitoring system was just installed in the past 90 day, and that will give the City the data it needs moving forward.

Vote: 5 for.

**Executive Session:** Councilor Clayton moved to enter into an Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows the City Council to discuss matters pertaining to employment, appointment, assignment, duties, promotion, demotion, compensation, disciplining, resignation or dismissal of employees, to discuss a personnel matter.

Vote: 5 for.

The Council entered Executive Session at 6:15 p.m.

The Council came out of Executive Session and, with no further action being taken, adjourned without objection at 7:26 p.m.

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**July 1, 2015**

Discussion with RSU #13 Officials and RSU #13  
Member Community Municipal Officials on the RSU #13 Budget

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

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

**Discussion:** The Rules were suspended, without objection from the Council, and Mayor Isganitis turned the meeting over the RSU #13 Board Chairman Steve Roberts to lead the discussion of the RSU #13 Budget in light of its rejection by the voters at the Validation Referendum held on June 9, 2015. Then purpose of the meeting was to get input from the municipal officials from the RSU #13 member municipalities on how the RSU #13 Board should proceed with its review of the RSU #13 Budget. Participating in the discussion were RSU #13 Superintendent John McDonald, Business Manager Peter Orne,

Special Meeting continued:

July 1, 2015

and several members of the RSU #13 Board; along with representatives from the Towns of Thomaston, South Thomaston, Owls Head, and Cushing.

With the above discussion complete, and with no further business to come before the City Council, the meeting was adjourned without objection from the Council at 7:02 p.m.

A TRUE COPY.

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

## SPECIAL MEETING

## AGENDA

July 6, 2015

Order #49 Authorizing "Startup in a Day" Initiative  
Discussion w/Gartley & Dorsky – Road Projects (Old County, Elm & Museum)  
Set Agenda for July 13, 2015 Regular Meeting

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

Before proceeding with the meeting, Mayor Isganitis asked that a moment of silence be observed in honor of Theodore W. Sylvester, Jr., and read the following:

Before we proceed further, I ask that the Council and members of the public attending this evening's meeting participate in a moment of silence, marking the community's loss of Ted Sylvester, former Bangor Daily News Bureau Chief and our City Clerk's father. Theodore W. Sylvester, Jr. was a Rockland native and Rockland District High School graduate who went on to serve as a famed reporter, Rockland bureau chief, and columnist for the Bangor Daily News for over twenty years, and in that capacity probably attended more City Council meetings than any person present here tonight. He was also something of a local historian, having co-written a history of Rockland during the war years with Mayor Tom Molloy and Paul Merriam. Mr. Sylvester was by all accounts the kind of reporter who knew, and was respected by, everyone, and his extensive body of work in journalism earned him membership in the Maine Press Association Hall of Fame. Ted passed away on Saturday, July 4, at the age of 83, and is survived by his wife Natalie, and three sons, Scott, Steven and our own Stuart, who all have our thoughts and prayers during this time of grief. And now, a moment of silence to mark the passing of Ted Sylvester.

All present joined in a moment of silence.

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

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

- Steve Carroll, 326 Old County Road, said that he did not approve of the way that the Mayor limits residents speaking at City Council meeting and asked the Council and the Mayor to not discourage people for speaking at meeting. He also expressed his opposition to the regulation of transient residential accommodations.

- Kathryn Fogg-Hill, 84 Grace Street, spoke concerning the quality of the bags being used at the Transfer Station, saying that the bags are so thin that you cannot fill them to their listed capacity and end up using more bags because they break. She also expressed concerns that mandatory recycling regulations at the facility are not being enforced.

- Carol Eliassen, 57 Main Street, spoke concerning the transient housing issue commending the Code Enforcement Officer for his memo on the subject, but saying that some of the proposed regulations don't seem to make sense, such as requiring Planning Board approval for lodging for less than one week. She said that the City should not differentiate between lodging facilities.

- William Pearce, spoke concerning the confusion surrounding the name of the street on which he lives, saying that it has been called Mountain View Drive, Mountain View Drive Extension, Mountain View Extension, and may variations of those names. He said that the description of the streets in the subdivision containing his street that was adopted by the Council 1983 are incorrect and asked that the Council correct this error so that the residents of these streets can finally get their correct addresses set with the Post Office.

- Cheryl Michaelson, 81 Talbot Avenue and owner of the Berry Manor Inn, spoke concerning the transient housing issue, saying that all vacation rental properties regardless of number of rooms or length of stay should be regulated the same to ensure public safety and to minimize impact to surrounding neighbors.

- Melba Gunderson, Vacation Rentals of Maine, spoke concerning the transient housing issue, thanking the Code Enforcement Officer for his work on this issue but questioning why rental properties are being treated differently based on length of stay. She said that length of stays vary so widely in the vacation rental industry from up to a month to just a couple of days.

Hearing no other speakers, the public forum was closed.

#### **Order #49 Authorizing “Startup in a Day” Initiative**

**WHEREAS**, the Small Business Administration has invited the City of Rockland to be the first municipality in Maine to participate in the Federal Government’s Startup in a Day Initiative which requires the City of Rockland to take the Startup in a Day Pledge; and

**WHEREAS**, the Startup in a Day pledge commits municipalities to support entrepreneurs in their area by making it easier to start a business through developing, implementing, and improving online tools that will let entrepreneurs learn about the business startup process in their area including how to register & apply for all required local licenses and permits all in one day or less; and

**WHEREAS**, in order to fully participate in the Startup in a Day Initiative the City must first modernize its information technology systems and website; and

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

**THAT** the City of Rockland adopts the Startup in a Day Pledge, attached hereto and incorporated herein by reference; and

**THAT** the City Manager or designees is hereby authorized to apply for and accept funds for the Startup in a Day Competition; and

**THAT** the City Manager or designee is hereby authorized to disperse \$40,000 in funds for the purpose of upgrading the City’s information technology systems and City website.

Sponsor: City Manager  
Originator: Mayor Isganitis

#### **Startup in a Day Pledge**

Our cities and communities are committed to making it easier for every entrepreneur to start a business. We believe an entrepreneur’s time is best spent developing innovative products and services, creating jobs, and growing local economies—not navigating red tape. While fair zoning rules, licenses, and permits are important to ensuring public safety and fair competition, it should not take more than a day for an entrepreneur to identify and apply, ideally through a single online tool, for all the licenses and permits they need in order to responsibly launch a business. Accordingly, the City of Rockland pledges to:

Special Meeting, Order #49 continued:

July 6, 2015

1. Create a "Startup in a Day" online tool within 12 months: we will develop within a year a website or application that lets most entrepreneurs identify and apply within one day for all requirements to launch a business in our respective communities.

2. Develop a streamlined, business-friendly, online permitting system: Our pledge is a first step in a larger effort to streamline, simplify, and bring online those regulatory requirements that have traditionally been fragmented across multiple agencies and handled through a paper-based process. Our ultimate goal is for small business owners to be able to manage and complete most of their regulatory obligations within a single easy-to-use online system.

3. Share best practices: In an effort to encourage other municipalities to join us in this effort, we are joining a community of practice administered by the National League of Cities, and commit to sharing best practices, publicizing key learnings, highlighting tangible outcomes, supporting smart regulatory simplification, and providing visibility into our actions.

Councilor Clayton moved passage.

Vote: 5 for.

**Discussion:** The Council then went into informal session for a discussion with Gartley & Dorsky on the Old County Road, Elm and Museum Streets projects.

**Set Agenda:** The Council then set the agenda for the July 13, 2015 Regular Meeting.

With the agenda set, and with no further business to come before the City Council, the meeting was adjourned without objection from the Council at 7:08 p.m.

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**July 13, 2015**

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

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

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

**Executive Session:** Councilor Clayton moved to enter into an Executive Session pursuant to Title 1, M.R.S. §405(6)(f), Title 22, M.R.S. §4306, Title 26, U.S.C. §13119A(2), which require the City to preserve the confidentiality of applicants' financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City's Katherine B. Haines Fund.  
Vote: 5 for.

The Council entered Executive Session at 6:31 p.m.

The Council came out of Executive Session and, with no action being taken adjourned without objection at 7:00 p.m.

A TRUE COPY.

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

## REGULAR MEETING

## AGENDA

July 13, 2015

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Public Forum of not more than 30 minutes (3 min. limit each speaker)
4. Meeting Notice
5. Reading of the Record
6. Reports:
  - a. City Manager's Report
  - b. City Attorney's Report
  - c. Other Official's Report
  - d. Mayor's Report
7. Licenses and Permits:
  - a. Liquor & Entertainment Licenses – Rock City Café
  - b. Liquor, Entertainment & Amusement Device Licenses – Time Out Pub
  - c. Lodging House License – Old Granite Inn
  - d. Entertainment License – Blackboard Deli
  - e. Municipal Approval for Service of Alcohol on Vessel – Holland America Lines
  - f. Municipal Approval for Service of Alcohol on Vessels – American Cruise Lines
  - g. Application for Special Event – Maine Boats, Homes & Harbors' Boston Whaler Rendezvous Reception
8. Resolves:
  - #30 Commendation – 20 Years of Service (J. Temple) City Council
  - #31 Accepting Donations – Library City Manager
9. Ordinances in Final Reading and Public Hearing:
  - #16 Re-Conveyance by Bill of Sale – 7 Second Street City Council
  - #17 Zone Boundary Re-Alignment – 22 Thompson Meadow Rd. Councilor MacLellan-Ruf
  - #18 Tower & Ground Space Lease Amendment – Verizon Wireless Councilor Clayton
  - #19 Quit Claim Deed – Sale of 63 Warren Street City Council
10. Ordinances in First Reading:
  - #20 Authorizing Reconveyance – 11 Dunton Avenue City Council
  - #21 Zone Change – W/W-G to C3 – Farwell Drive Mayor Isganitis
  - #22 Sale of City Property – 20 Katahdin Avenue City Council
11. Orders:
  - #50 Amending Street Acceptance Order (#66-83) – Correction City Manager
  - #51 Authorizing TAN Borrowing City Manager
  - #52 Setting Due Dates & Interest Rate – FY 2016 Taxes City Council
  - #53 Authorizing Donation – Rockland Main Street, Inc. City Council
  - #54 Amending & Adopting Library Fee Schedule City Manager
  - #55 Amending & Adoption Emergency Medical Fee Schedule City Manager
  - #56 Authorizing TIF Fund Expenditure – Sidewalk Project City Manager
  - #57 Authorizing TIF Expenditure – Signage City Manager
  - #58 Authorizing Collective Bargaining Agreement with the International Association Of Firefighters/AFL-CIO Local 1584 City Council
12. Adjournment.

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

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

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

- Mike McNeil, 67 Waldo Avenue, representing the Mid-Coast Area Veterans Memorial, spoke concerning the relocation of the 4<sup>th</sup> Maine Regiment Monument on Talbot Avenue to the Mid-Coast Area Veterans Memorial adjacent to the American Legion Post on Limerock Street. He said that the current location of the monument creates a safety hazard for anyone who wishes to view the monument, and that the monument is in rough condition because of its proximity to the street. He said that the Mid-Coast Veterans Memorial will pay for the relocation and future care and maintenance of the monument, and the monument will be in a place of honor where all can appreciate it.

- Brian Harden, 19 Traverse Street, representing the Rockland Historical Society, said that the Historical Society Board strongly opposes the relocation of the 4<sup>th</sup> Maine Monument, because the monument is not just a recognition of the 4<sup>th</sup> Maine Regiment, but it memorializes the encampment that took place in 1861 between Talbot Avenue and Rankin Street. He said moving the monument away from the place that it memorializes is improper. He also said that the American Legion does not own the monument as it would have people believe, rather the monument is owned by the City by default (the organization that owned the monument now being defunct). He added that it is the City's responsibility to ascertain all of the facts before it makes a decision to relocate this monument.

- Harold Simmons, 34 Masonic Street and past president of the Historical Society, said that he respects the American Legion and what they want to do, and is a veteran himself. However, he said that this monument memorializes a location of historical significance and should remain in its current location.

- David Myslabodski, 53 Broad Street, commented on two upcoming workshops that the City is holding, one on the YMCA's proposal to take over operation of the City's Recreation Department, and one on the transient housing issue, saying why should they even be held when the decisions about what to do in each case has already been made. He also said that the Council has already decided to privatize the City's solid waste disposal facility by turning it over to Casella Waste Management, and welcoming a polluting gas-fired energy plant. He said that the Council does not care about the residents and children of Rockland, and wondered who actually benefits from these actions.

Hearing no other speakers, the public forum was closed.

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

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

**Reports:**

a. City Manager's Report: The City Manager reported that a public informational forum will be held on Wednesday, July 15, 2015 at 6:00 p.m. in Council Chambers at City Hall for a discussion with the Penobscot Bay YMCA on its proposal to operate the City's Recreation Programs. He added that a similar informational forum will be held on solid waste disposal issues in the near future, but that date has not yet been set.

b. City Attorney's Report: The City Attorney reported that staff have been busy executing several reconveyance of lien acquired property back to the previous owners. He also reported that the construction and demolition debris disposal contracts approved by the City Council on June 24, 2015 have been executed.

c. Other Official's Report: None.

d. Mayor's Report: Mayor Isganitis said that he was somewhat taken aback by some of the things said during the Public Forum. He said limiting speakers to three minutes each is not an attempt to stifle public input, but rather to give as many people as possible an opportunity to speak at Council meeting, given the limited time allocated for the public to do so

(15 minutes at Special Meetings and 30 minutes at Regular Meetings). He urged citizens to contact Council members outside of meetings if they want to discuss issues. He said the contact information of each member of Council is on the City's website, and each member of Council welcomes input from the public.

The Mayor then said that he did not know how to respond to some of the comments made during the public forum as they had no basis in fact. He said that no decisions have been made on the Recreation programs, and there have been no discussions on privatizing the solid waste facility. He said if the public has questions about certain issues they should contact members of Council so that accurate information can be disseminated.

At this time, Councilor Clayton moved to take Resolve #30, Commendation for John Temple, out of order. Without objection from the Council, it was so ordered.

**Resolve #30 Commendation – John Temple (20 yrs. of Service)**

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

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

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

Sponsor: City Council  
Originator: City Council

Councilor Clayton moved passage.

Councilor Pritchett said that Mr. Temple has done most all of the dirtiest jobs in the City, and he commended him for his service.

Councilor MacLellan-Ruf thanked Mr. Temple for his service and commended him for a job well done.

The City Manager said that he has tremendous respect for those who do the jobs that no one wants to do, and commended Mr. Temple for not only fulfilling his duties, but for filling in while he searches for a Public Services Director. He added that he appreciates the service that Mr. Temple has rendered to the City.

Vote: 5 for.

The Mayor then presented a Plaque and a Certificate of Commendation to Mr. Temple as a token of the City's appreciation for his service to the community.

The order of the agenda was then resumed.

**Licenses and Permits:**

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

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

Councilor MacLellan-Ruf moved to grant all of the licenses listed above.

Vote: 5 for.

At this time, Councilor Pritchett moved to take all of the Orders out of order. Without objection from the Council, it was so ordered.

**Orders:**

#50 Amending Street Acceptance Order #66-83

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

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

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

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

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

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

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

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

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

Sponsor: City Manager

Originator: City Attorney

Councilor Pritchett moved passage.

Vote: 5 for.

#51 Authorizing Tax Anticipation Note Borrowing

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

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

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

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

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

Regular Meeting, Order #51 continued:

July 13, 2015

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

**VOTED:** That the officers executing the notes be and hereby are individually authorized to covenant, certify, and agree, on behalf of the City and for the benefit of the holders of the notes, that the City will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

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

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

Sponsor: City Manager  
Originator: Finance Director

Councilor Clayton moved passage.

Vote: 5 for.

#52 Setting Due Dates and Interest Rates – 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

Councilor Pritchett moved passage.

The City Manager asked that the Council postpone Order #52 until the August 10, 2015 Regular Meeting. He said with the RSU #13 Budget still in question, the City will have more information by the August meeting to determine if it needs to delay the tax commitment which would affect the due dates.

Councilor Clayton moved to postpone Order #52 until the August 10, 2015 Regular Meeting.

Councilor Pritchett said that the City does not want to send out tax bills that are any higher than necessary so they need to have a better idea what the RSU #13 Budget is going to be before committing the taxes.

Vote: 5 for.

Order #52 was postponed until the August 10, 2015 Regular Meeting.

#53 Authorizing Donation – Rockland Main Street, Inc.

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

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

Sponsor: City Council  
Originator: Rockland Main Street, Inc.

Councilor Pritchett moved passage and said that Rockland Main Street, Inc., is one of only two organizations that the Council gave financial support to in this year’s budget, the other being Rockland District Nursing Association. He said that the \$30,000 that the City gives to RMS returns much more that the City could get by trying to do the same thing RMS does for that amount of money. He said that RMS does an excellent job promoting the City through its various programs and events, and this is money well spent.

Vote: 5 for.

#54 Amending and Adopting Library Fee Schedule

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

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

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

Books, audiobooks, magazines, etc	<del>\$.10</del> <b>\$.15</b> per day
Children’s Books	\$.05 per day
All videos & DVDs	\$1.00 per day

Lost materials:

Full retail cost of the item

Community Room Rental:

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

Board Room Rental:

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

Community Room Rental:

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

Board Room Rental:

- \$7.50 per hour
- \$15.00 per hour if food is permitted
- \$75.00 maximum for all day use (up to 8 hours)]

Library Cards:

- ~~\$25.00~~ \$45.00 annually, non-residents, non-property owners of Rockland (individual or family) [**Proposed TEMPORARY CHANGE, until City Manager, Library Director, and Library Advisory Committee submit recommendation to Council for ratification]**]
- ~~\$15.00~~ \$25.00 three-month non-resident card
- \$25.00 three-month non-resident card
- \$10.00 RSU #13 Student Card/\$20.00 non-RSU #13 Student Card
- \$1.00 replacement fee for lost card

Copies:

- \$0.15 photocopier
- \$0.50 color copies
- \$0.25 microfilm printout
- \$0.25 computer printout

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

Scanning service: \$.10 per page

Notary Services: \$5.00 per document

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

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

Sponsor: City Manager  
Originator: Library Director

Councilor Clayton moved passage.

Councilor MacLellan-Ruf asked exactly what “non-area residents” means with regard to the fee for Genealogy research.

The City Manager said that his understanding was that non-residents would be charged the fee.

Councilor Clayton asked if the Order should be postponed to clarify the meaning of this provision.

Councilor Pritchett suggested that the Order be passed and the Council could revisit the issue if necessary.

Councilor MacLellan-Ruf moved to amend Order #54 by striking “Fee applies to non-area residents”.

Vote on amendment: 5 for.

Councilor Pritchett then said that he was not entirely comfortable with the Library Director having the authority to waive fees.

Councilor Geiger said that the authority to waive fees is limited to late fees and library cards, as well as room rentals when the Library is a sponsor or co-sponsor of an event. She said that it was appropriate to leave those sorts of waivers in the hands of the Director.

Mayor Isganitis suggested that the Library Director keep an accounting of such waivers so the Council can see what that amount would be.

Vote as amended: 5 for.

#55 Amending and Adopting Emergency Medical Service Fee Schedule

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

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

**EMERGENCY MEDICAL SERVICE  
FEE SCHEDULE**

The fees for Emergency Medical Services are as follows:

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

Sponsor: City Manager  
Originator: Acting Fire Chief

Councilor MacLellan-Ruf moved passage.

Councilor Geiger asked if these fees are charged to all people who use the City’s Emergency Medical Services.

The City Manager said that these fees are charged to any users of the City’s EMS.

Councilor Pritchett added that EMS bills insurance systems. If there is no transport, there is nothing to bill to the insurance company. That is when the various towns are charged through the mutual aid agreements.

The City Manager added that these fees are on par with what other EMS services charge.

Vote: 5 for.

#56 Authorizing Downtown TIF Fund Expenditure – Elm & Museum Street Sidewalks

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

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

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

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

Revitalization Grant; and

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

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

Sponsor: City Manager  
Originator: Mayor Isganitis

Councilor Pritchett moved passage.

Councilor MacLellan-Ruf thanked the Farnsworth Museum for stepping up to the plate with this contribution and called it a win/win situation for the City.

The City Manager said that they don't have the final plans yet, but they will be along the lines of what has previously been discussed.

Vote: 5 for.

#57 Authorizing Downtown TIF Fund Expenditure – Rockland Main Street Signage Plan

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

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

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

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

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

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

Sponsor: City Manager  
Originator: Community & Economic Development Director

Councilor Geiger moved passage.

Councilor Pritchett thanked the Rockland Main Street Design Committee and Community Development Director Audra Caler-Bell for the plan.

Vote: 5 for.

#58 Authorizing Collective Bargaining Agreement – Firefighter's Local 1584

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

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

Sponsor: City Council  
Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Regular Meeting, Orders continued:

July 13, 2015

Councilor Pritchett noted that these negotiations had been tough, and thanked everyone involved for coming to such an equitable agreement.

The City Manager said when the initial presentation was made to the Firefighter, he was not optimistic of a swift resolution. However, he said that through a lot of discussion, they were able to reach this agreement. He thanked the firefighter for answering the call, literally and figuratively.

Vote: 5 for.

At this time, Councilor Pritchett moved to place Order #59, Authorizing Sidewalk Sales Transactions, on the agenda.

Vote: 5 for.

**Order #59 Authorizing Sidewalk Sales Transactions**

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

**THAT**, pursuant to Rockland Code Ch. 15, Art. I, Sec. 15-109, those businesses that are participating in the Rockland Main Street, Inc. annual Downtown Sidewalk Sale from Monday, August 3, 2015, through Friday, August 7, 2015, or any portion thereof, and that have obtained a Sidewalk Display Permit from the Code Enforcement Office, may conduct sales transactions on the sidewalk, notwithstanding the prohibition of the same set forth in Ch. 15, Art. I, Sec. 15-117.

Sponsor: City Council

Originator: Code Enforcement Officer

Councilor Pritchett moved passage and said this would make life easier for the participants in the annual “Sidewalk Sales” on Main Street.

Vote: 5 for.

At this time, Councilor MacLellan-Ruf moved to place Order #60, Authorizing the Relocation of the 4<sup>th</sup> Main Regiment Monument, on the agenda.

Vote: 5 for.

**Order #60 Authorizing Relocation of the 4<sup>th</sup> Main Regiment Monument**

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

**THAT** Mid-Coast Area Veterans Memorial is hereby authorized to relocate the 4<sup>th</sup> Maine Memorial Stone from its current location on Talbot Avenue to a place of honor at the Mid-Coast Area Veterans Memorial located at the Winslow-Holbrook-Merritt American Legion Post #1 at 335 Limerock Street. Any costs associated with the relocation and future maintenance of the memorial shall be the responsibility of the Mid-Coast Area Veterans Memorial.

Sponsor: Councilor MacLellan-Ruf

Originator: Councilor MacLellan-Ruf

Councilor MacLellan-Ruf moved passage and said that this is an interesting situation. She said that Mr. McNeil provided the Council with some very compelling pictures, and that this subject has been discussed on and off for nearly 30 years. She said that relocating this monument to the Veterans Memorial will respect the veterans and protect the history that it memorializes. Councilor Pritchett said that he has driven past this monument many times over the years, but never stopped to look at it because of the inaccessibility of the location. He said he appreciated the fact that it memorializes the site of the encampment that took place in 1861, but the monument needs to be in a better location where people can view and appreciate it.

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

Mayor Isganitis first asked if the monument memorialized the 4<sup>th</sup> Maine Regiment, or the encampment of that regiment.

Councilor MacLellan-Ruf said it doesn't really matter since the monument would still be in the general vicinity of the encampment even if it's moved to the Veterans Memorial.

Mayor Isganitis then asked who owns the monument, as the American Legion claim that they own it, but the Historical Society claims that the monument belongs to the City.

The City Manager said that there is no evidence that the City owns the monument.

Councilor Geiger said that she was a bit taken aback that this is such a bitter discussion. She said that the current location does not allow the monument to be visited and appreciated. She said moving the monument to the Veterans Memorial will allow people better access to the monument.

Regular Meeting continued:

July 13, 2015

The City Manager suggested that, should the Council authorize the relocation, perhaps the relocation could be memorialized to keep the history accurate.

Councilor Clayton said that he felt the same way as Councilor Geiger about the discussion of this issue, and noted that a similar debate arose surrounding the Civil War cannons that are current displayed at Chapman Park, and well as the annual discussions concerning the use of Winslow-Holbrook Park. He said he would rather see the discussions focused on the history and what these men did rather than on the disagreements over how to display the memorials.

Vote: 5 for.

Councilor Pritchett returned the Chair to Mayor Isganitis.

The order of the agenda was then resumed.

**Resolves:**

#31 Accepting Donations – Library

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

**WHEREAS**, the Friends of the Rockland Public Library donated \$33.83 to the Rockland Public Library to cover the overtime costs for Library staff arriving early for the Friends’ Book, Plant and Bake Sale, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

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

**WHEREAS**, Alice Woodworth, of Rockland, Maine, donated the book *They Are All Family*, valued at \$25.99, to the Rockland Public Library to be added to the Library’s collection;

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

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

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

Sponsor: City Manager

Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

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

#16 Authorizing Reconveyance by Bill of Sale – 7 Second Street

(See pages 130-131 for text)

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The ordinance will become effective August 12, 2015.

#17 Authorizing Zone Boundary Re-Alignment – Thompson Meadow Road

(See pages 132-133 for text)

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

Councilor Geiger moved passage and said that she likes to see zone boundaries follow lot lines whenever possible.

Regular Meeting, Ordinance Amendment #17 continued:

July 13, 2015

Vote: 5 for.

The ordinance will become effective August 12, 2015.

**#18 Amending Tower and Ground Space Lease – Verizon**

(See pages 133-134 for text)

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

Councilor Clayton moved passage.

Councilor Pritchett said that the Council holds many public hearings on many important topics, but rarely does anyone speak at those public hearings. He said this is the opportunity for the public to be heard and give their input on these important issues.

Vote: 5 for.

The amendment will become effective August 12, 2015.

**#19 Authorizing Quit Claim Deed – 63 Warren Street**

(See page 134 for text)

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The ordinance will become effective August 12, 2015.

**Ordinances in First Reading:**

**#20 Authorizing Quit Claim Deed – Reconveyance of 11 Dunton Avenue**

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

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

Sponsor: City Council

Originator: City Manager

**RECONVEYANCE AGREEMENT**

*11 Dunton Avenue (Tax Map 16-A-17)*

The City of Rockland (the "City") and **Alan W. Dearborn** and **Penny Dearborn** (collectively, the "Grantee") hereby agree to the City's reconveyance of real property located at **11 Dunton Avenue** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 16, Block A, Lot 17 (the "Property"), pursuant to the City of Rockland Code of Ordinances ("Rockland Code"), Chapter 2, Article V, Section 2-509(15) as follows:

**WHEREAS**, on September 17, 2013, the City filed a Certificate of Lien on the Knox County Registry of Deeds in Book 4723, Page 84, to secure the payment of overdue sewer charges incurred for service to the Property, pursuant to 38 M.R.S. § 1208; and

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

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

**WHEREAS**, on August 10, 2015, by ordinance amendment effective 30 days thereafter, the City Council authorized the City Manager to enter into this Reconveyance Agreement and to issue a quitclaim deed to the Grantee for the Property,

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein, the parties

hereto agree as follows:

**1. Payment of Delinquent And New Sewer Charges.** Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **October 9, 2015** (the “Reconveyance Deadline”), cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all sewer charges incurred by the City for the Property, in the amount of **\$1,457.93 as of March 26, 2015**, with interest accruing thereon at the rate of *7% per annum*, and together with any and all additional charges incurred or billed on or after that date;

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

FY 2016 (estimated):	\$1,602.72
Subtotal:	<b>\$1,602.72</b>

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

**3. 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.

Councilor Clayton moved passage.

Councilor Pritchett asked if this was the second time that this property had been reconveyed.

The City Attorney said that this was the first time during his tenure.

Councilor Geiger asked if there have been more foreclosures than in previous years.

The City Attorney said that there have been twice the number of foreclosures as in previous years.

Councilor Geiger then asked what percentage of those properties are reconveyed to the previous owners.

The City Attorney said for this current year, about half of the properties have been reconveyed to previous owners. The other half the City did not receive replies from previous owners on its inquiries into reconveyance.

Councilor Pritchett asked if those properties were owner-occupied.

The City Attorney said that none of those properties were owner-occupied.

Councilor Pritchett said that in most cases when a foreclosed property is owner-occupied, the City does all that it can to reconvey the property to the previous owner. He said that the majority of the foreclosed properties that the City sells are either bank-owned or have been abandoned.

The City Attorney said that close to 100% of the owner-occupied properties that are foreclosed upon are reconveyed to the previous owners.

The City Manager added that the number of properties foreclosed upon is a small percentage of the total number of tax bills that are sent each year. He said if people are struggling to pay their taxes they should talk to the City. He said there are programs available to assist people in such circumstances to stay out of foreclosure.

Vote: 5 for.

A public hearing was set for August 10, 2015 at 7:00 p.m.

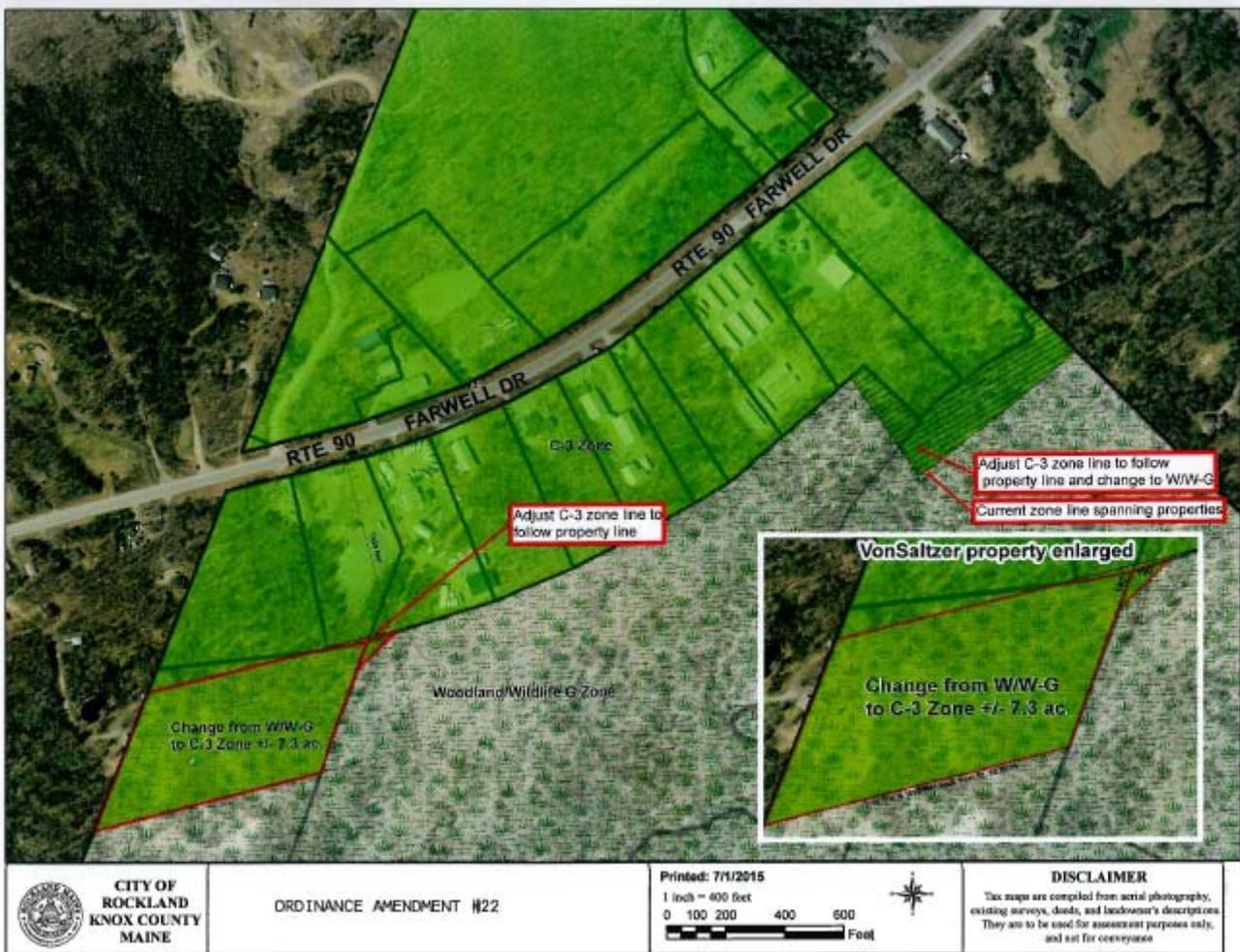
#21 Authorizing Zoning Map Amendment – W/WG to C3 – Farwell Drive

**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 Drive 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



Regular Meeting, Ordinance Amendment #21 continued:

July 13, 2015

Councilor Pritchett moved passage and then moved to postpone Ordinance Amendment #21 until the August 10, 2015 Regular Meeting. Vote: 5 for.

Ordinance Amendment #21 was postponed until the August 10, 2015 Regular Meeting.

#22 Authorizing Quit Claim Deed – Sale of 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 Bica, 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

Councilor Clayton moved passage.

Vote: 5 for.

A public hearing was set for August 10, 2015 at 7:00 p.m.

With no further business to come before the City Council, Councilor Pritchett moved to adjourn. Without objection from the Council, the meeting was adjourned at 8:31 p.m.

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**August 3, 2015**

Workshop – Transient Accommodations  
Set Agenda for August 10, 2015 Regular Meeting  
Discussion – Procedure for City Manager’s 6-Month Evaluation

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

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

- Maggie Trout, 77 Broadway, spoke in opposition to the contract with the YMCA to operate the Recreation Center, saying that the City should not be paying the cost of maintenance and repairs to the building. She said this contract does not benefit the residents of Rockland, and that the City should instead sell the property to the YMCA.

- Ron Huber, 148 Broadway, requested an update on the status of the proposed natural gas-fired energy plant, saying that there were a lot of people interested in this proposal. He also commented on the possible environmental impact of such a plant and the construction of a natural gas pipeline that would be necessary for this project to move forward.

- John Grondin, 1 Rankin Street, said that as a member of the Parks Commission, he was requesting that the picnic tables not be moved, and informed the Council that another 10-12 picnic tables would be donated to the City in the near future. He also said that the bicycle racks in front of the Strand Theater was in a place that interferes with accessibility to the sidewalk. He suggested that the racks be placed in parks or in parking spaces rather than on sidewalks. He also said that the railing of the handicapped accessible ramp at the Recreation Center still has not been reconstructed to proper standards.

- Ken Walker, 48 Masonic Street, spoke in support of short-term rentals, saying that such rentals should not be restricted especially based on length of rental. He said that people how use these kinds of rental spend money in the area which helps the local economy.

Special Meeting, Public Forum continued:

August 3, 2015

- Ari Hecht, 43 Rankin Street, spoke in support of short-term rentals and also commented on the proposed energy plant, saying that he supports the use of renewable energy rather than continued use of fossil fuels.

- Karen Thompson, 2 Purchase Street, spoke in support of the Code Enforcement Officer’s proposal to regulate short-term rentals, saying that it would legalize an activity that is currently illegal. She also said that these kinds of businesses need to be regulated to ensure safety of the renters and to protect the integrity of the surrounding neighborhoods.

- Seth Thompson, 2 Purchase Street, also spoke in support of the proposed short-term rental regulations, saying that they will ensure renter safety, preserve neighborhoods, and allow fair competition in the rental market. He also suggested that the City consider establishing an occupancy cap, even for single-family homes, as well as creating a definition of what constitutes a single-family home. He also said that he has had issues with the short-term rental property adjacent to his own with tenants parking on his property, and added that he should not have to police his property from the people renting from his neighbor.

At this time, Councilor Clayton moved to suspend the Rules and extend the Public Forum for an additional 3 minutes. Councilor MacLellan-Ruf seconded the motion. Vote: 5 for.

- Rose Wilson, Masonic Street, spoke in support of regulating rental properties for safety, parking and noise issues.

Hearing no other speakers, the public forum was closed.

**Workshop – Transient Accommodations (Short-Term Rentals):** The Council then went into informal session for a workshop on the Transient Accommodations issue with City Attorney Beal, Code Enforcement Officer John Root, and Acting fire Chief Adam Miceli. The Council also took input from the public on the issue.

At this time, Mayor Isganitis recessed this meeting until August 4, 2015 at 5:30 p.m., at which time the Council will continue the discussion on Transient Accommodations, set the agenda for the August 10, 2015 Regular Meeting, and hold a discussion on the procedures for the City Manager’s 6-month evaluation.

A TRUE COPY.

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

**RECONVENE SPECIAL MEETING**

**AGENDA**

**August 4, 2015**

Workshop – Transient Accommodations  
Set Agenda for August 10, 2015 Regular Meeting  
Discussion – Procedure for City Manager’s 6-Month Evaluation

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

**Workshop – Transient Accommodations:** The Council continued its discussions concerning Transient Accommodations recessed from August 3, 2015.

**Set Agenda for the August 10, 2015 Regular Meeting:** With the above discussion complete, the Council then set the agenda for the August 10, 2015 Regular Meeting.

**Discussion – Procedures for City Manager’s 6-Month Evaluation:** The City Council held an informal discussion on the procedures that it wants to use in preparation for the City Manager’s 6-month evaluation.

**Executive Session:** Councilor Pritchett moved to enter into an Executive Session pursuant to Title 1, M.R.S. §405(6)(C) for a discussion of the contracts with the United States Coast Guard and the Maine Lighthouse Museum regarding the care, maintenance and display of the Lighthouse Collection. Vote: 5 for.

Special Meeting continued:

August 4, 2015

The Council entered executive session at 7:35 p.m.

The Council came out of Executive Session and, with no further action being taken, adjourned without objection at 8:05 p.m.

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**August 10, 2015**

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

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

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

**Executive Session:** Councilor Clayton moved to enter into an Executive Session pursuant to Title 1 M.R.S. §405(6)(D) will allow for discussion of labor contracts, hold a discussion on union negotiations, and the immediately proceed to Executive Session pursuant to Title 1 M.R.S. §405(6)(A) which allows for discussion of personnel topics, to hold a discussion on the Department of Public Services Director confirmation. Vote: 5 for.

The Council entered Executive Session at 6:30 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned without objection at 7:00 p.m.

A TRUE COPY.

ATTESTED: \_\_\_\_\_ 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)
  - #33 Accepting Donation – Library
  - #34 Accepting Donation – Library
  - #35 Accepting Donations – Library
  - #36 Honoring the 80<sup>th</sup> Anniversary of the Social Security Act
  - #37 Confirmation of Director of Public Services

City Council  
 City Council  
 City Council  
 City Council  
 Mayor Isganitis  
 City Manager

Regular Meeting, Agenda continued:

August 10, 2015

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.

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

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

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

At this time, Councilor Clayton moved to take Resolve #32, Commendation for Troy Peasley, out of order. Without objection from the Council, it was so ordered.

**Resolve #32 Commendation for Troy Peasley – 20 Years of Service**

**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

Councilor Clayton moved passage.

Councilor Pritchett said that Officer Peasley is the face of the Police Department to the public and is very professional in the way he disseminates information to the public. He said that he was very proud of the job that Officer Peasley does.

Councilor MacLellan-Ruf echoed Councilor Pritchett's sentiments and added that Officer Peasley is heavily involved in the Maine Special Olympics and the Torch Run.

Vote: 5 for.

Mayor Isganitis then present a Plaque and a Certificate of Commendation to Officer Peasley as a token of the City's appreciation for his service to the community.

The order of the agenda was then resumed.

### **Reports:**

a. City Manager's Report: The City Manager said that he has been extremely impressed by the number of these kinds of commendations that the City Council does seemingly each month for long-term employees. He said it was a tribute to the organization and its employees.

The City Manager also reported that the lease and operation agreement with the YMCA for recreation services is rounding into form, and that a public forum on the issue will be held next month.

b. City Attorney's Report: The City Attorney reported that there has been a request from the Police Chief to make an additional amendment to Ordinance Amendment #27, by deleting the term "Juvenile Officer" and replacing it with "designee" in the Curfew Ordinance.

c. Other Official's Report: Councilor Pritchett announced that the Energy Committee (of which he serves as Chair) will be holding a second community forum on the proposed natural gas fired cogeneration energy plant with a panel of experts not associated with the proposed project. The panel will consist of Tim Schneider, Maine's Public Advocate; Greg Cunningham from the Conservation Law Foundation; and Anthony Buxton, an attorney that specialized in energy and utility law with the law firm of Preti Flaherty. The forum will take place in City Council Chambers on Wednesday, August 19, 2015 beginning at 6:30 p.m.

Community Development Director Audra Caler-Bell the spoke concerning a public hearing scheduled for this meeting on a CDBG Grant Application for a Microenterprise Assistance Grant for the purpose of gathering public input on the application. The grant, if awarded, would go to assist two local businesses, Bixby and Company and Mid-Coast Music Academy with expansion proposals.

Mayor Isganitis opened a public hearing. Hearing no speakers for or against the grant application, the public hearing was closed.

d. Mayor's Report: Mayor Isganitis reported that the City has been awarded a \$50,000 Small Business Administration Startup in a Day Initiative Grant to upgrade technology in the City to assist small businesses with the permitting process.

Councilor Pritchett added that it speaks highly of Rockland for such a small City being awarded such a grant.

### **Licenses and Permits:**

a. Liquor & Entertainment Licenses – American Legion Post #1

b. Lodging House License – Brunswick Rooms

A public hearing on these license applications was open with Colin Wentworth, owner of the Brunswick Rooms, speaking in favor of the granting of the Lodging House License for his establishment. He stated that improvements have been made in the operation of the facility and that he is continuing to work with the police department to address any issues that arise. He also said that his establishment in one of very few places where low-income people can go for a place to live.

Hearing no other speakers, the public hearing was closed.

Councilor Pritchett moved to divide the question to consider the license applications separately. Without objection from the Council, it was so ordered.

Liquor & Entertainment Licenses – American Legion Post #1.

Councilor Pritchett moved to grant the licenses for the American Legion.

Vote: 5 for.

Lodging House License – Brunswick Rooms.

Councilor Clayton moved to grant the license.

Councilor Pritchett moved to amend Councilor Clayton's motion by imposing the following conditions on the license:

- \* Both Colin Wentworth and Colinda, Inc. shall constitute a licensee pursuant to application for lodging house license signed by Colin Wentworth and dated 07/20/15;
- \* Licensee shall not tolerate disorderly conduct at the licensed premises;
- \* Licensee shall terminate the tenancy of any occupant who engages in, or has a guest who engages in, disorderly conduct on the premises;
- \* Licensee shall not tolerate any illegal conduct at the license premises;
- \* Licensee shall terminate the tenancy of any occupant who engages in, or has a guest who engages in, illegal conduct on the premises;
- \* Licensee shall take all available steps to terminate and prevent the recurrence of littering on the premises or adjacent premises by any tenant, tenant's guest, or other person on the premises;
- \* Licensee shall at all times maintain the premises in compliance with the City's property maintenance code;
- \* The violation of any condition imposed by the Rockland City Council shall constitute grounds for the revocation of Colinda, Inc.'s lodging house license by the City Council, after notice and hearing;

Councilor Pritchett said when these conditions were imposed in 2013 there was a significant reduction in police calls concerning this establishment. He said he believed reinstating these conditions will have the same effect.

Councilor Geiger asked if these were the recommendations of the Police Chief or were they just being proposed by Councilor Pritchett.

Councilor Pritchett said that these are the same conditions that were placed on this establishment two years ago that were drafted by the City Attorney at that time.

The City Attorney explained that in 2013 the Brunswick Rooms was found to be a disorderly house under the City's Code, and these conditions were drafted to address the issues raised at that time.

Councilor Geiger said that there are 29 rooms at this establishment, and to hold the owner to a standard where any violation of any of these conditions would be grounds for revocation of the license was too strict of a standard. She said that the owner cannot be held responsible for the actions of 29+ people.

Councilor MacLellan-Ruf asked if the Police Chief could comment on this issue.

Without objection from the Council, Police Chief Bruce Boucher was allowed to speak on this issue.

Chief Boucher said that the conditions placed on the license in 2013 were designed to assist Mr. Wentworth in addressing the issues at the premises. He said the 2014 license was renewed without conditions.

Councilor MacLellan-Ruf asked if the Chief was recommending any conditions for this license.

Chief Boucher said that the conditions recommended in his memo to the Council were the only ones being proposed by the department. He added that there has been tremendous improvement to the management of this establishment over the past two years, and that the department will continue to work with Mr. Wentworth to address any remaining issues.

Councilor Clayton asked how the department addresses disorderly conduct calls.

Chief Boucher said that the department looks at the circumstances surrounding the call. He said that many times the calls do not involve the Brunswick Rooms directly, but are simply in the vicinity. He said individual calls for disorderly conduct by residents of the Brunswick Rooms are handled under the disorderly conduct statutes.

Mr. Wentworth added that the establishment has the authority to immediately evict any tenant for disorderly conduct.

Vote on amendment: 1 for, 4 opposed.

(Clayton, MacLellan-Ruf, Isganitis, Geiger)

Motion Defeated.

Councilor MacLellan-Ruf moved to amend the motion to grant this license by adding the following conditions:

- Enforcement of "House Rules" for tenants and their guests
- Management more closely monitor and enforce the no visitor rule within the common area of the structure
- Management continue to work closely with the Police Department on a regular basis to prevent and/or report incident that may be disruptive to the establishment or the surrounding neighborhood.

Councilor Clayton asked if a provision whereby the tenancy of anyone engaging in disorderly conduct can be terminated should be added to these conditions.

It was noted that such a provision already exists in the establishment’s “House Rules”.

Vote on amendment: 5 for.

Councilor Pritchett suggested that it be clarified what version of the “House Rules” are being cited in this action, since there are various versions of the “House Rules”.

The City Attorney said that the understanding would be the “House Rules” in place at the time of the violation would be the “House Rules” that would prevail.

Vote as amended: 4 for, 1 opposed.  
(Pritchett)

**Resolves:**

#33 Accepting Donations – 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 receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003);

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

**THAT** the City gratefully accepts 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

Councilor Clayton moved passage and thanked the Friends for stepping up and helping with the budget issue. Councilor Pritchett said that the energy committee has been spending a lot of time in the Library over the past few years working on various energy projects, and members of the Friends are always at the Library helping out in various capacities.

Vote: 5 for.

#34 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 in recognition of their generous donation.

Sponsor: City Council  
Originator: City Council

Councilor MacLellan-Ruf moved passage. The City Manager said that this donation includes restrictions on its use, but does not hinder the City in any way. Councilor Pritchett noted that the letter accompanying this donation stated that this was a one-time donation and criticized the City for asking RPLEA for funds. He said he disagreed with these statement, saying it would be interesting to know known whether the RPLEA Board agrees that this is a one-time donation. He said the Library underwent a large addition some years ago with the goal of becoming a regional library. He said it was always assumed that RPLEA would help fund that regional nature. Councilor Clayton asked who authored the letter that accompanied the donation. The City Manager said that he did not know as the letter was unsigned, but he assumed it came from the RPLEA Board president. Councilor Clayton said he agreed with Councilor Pritchett, and that the letter rubbed him the wrong way. He said stating that this is a one-time donation that will not be repeated is an ill-advised statement. He said the Council did all that it could to fund the Library without adversely impacting the taxpayers. He said statements such as this undermine the efforts of the0

Council and the Library Director to address the financial crisis. He said he hoped that the message to RPLEA would express the feelings of the Council stated here.

Councilor Geiger agreed with Councilors Pritchett and Clayton, adding that it was unfortunate that the author felt the need to pen such an ungracious letter. She urged RPLEA to continue to work with the Council to fund the Library that has increasingly become a regional facility.

Councilor Pritchett said that the City stepped up to the plate to address building challenges, and is realizing significant savings in electrical fees alone. He said the message needs to be sent that we all used this facility and everyone has to paid their fair share.

Vote: 5 for.

#35 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, to be deposited into the Library Restricted Donations account (#10062-03150) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

**WHEREAS**, Dave Morrison, of Camden, Maine, and author of the book *Cancer Poem*, 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 the donation and directs that a letter of thanks be sent to each donor in recognition of their generous donations.

Sponsor: City Council  
Originator: City Council

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#36 Honoring 80<sup>th</sup> 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 limited means; and

**WHEREAS**, the Social Security program is the cornerstone of economic protection on which workers can build a comfortable retirement through pensions, 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 80<sup>th</sup> anniversary of the signing of the Social Security Act.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Councilor Geiger moved passage and wished to recognize then Secretary of Labor Frances Perkins, the longest serving Labor Secretary of Labor in U.S. history, who was instrumental in the establishment of the Social Security Administration. She added that her family benefited greatly from Social Security after her father passed away.

Vote: 5 for.

#37 Confirming Appointment of Director of Public Services

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

**THAT**, pursuant to the Rockland Charter, Art. IV, Sec. 403(b), the City Manager's appointment of David St. Laurent, of Rockport, Maine, as Public Services Director is hereby confirmed.

Sponsor: City Manager  
Originator: City Manager

Councilor Clayton moved passage.

The City Manager said that both he and Mr. St. Laurent are excited about the Department of Public Services moving forward.

Vote: 4 for, 1 opposed.  
(Pritchett)

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

#20 Authorizing Quit Claim Deed – Reconveyance of 11 Dunton Avenue

(See pages 168 – 170 for text)

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

Councilor Clayton moved passage.

Vote: 5 for.

The Ordinance will become effective September 9, 2015.

#22 Authorizing Quit Claim Deed – Sale of 20 Katahdin Avenue

(See page 171 for text)

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

Councilor Clayton moved passage.

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

The City Attorney said that the assessed value of this property is \$159,600.

Vote: 4 for, 1 opposed.  
(Geiger)

The Ordinance will become effective September 9, 2015.

**Ordinances in First Reading:**

#21 Authorizing Zoning Map Amendment – 1 Farwell Drive (Postponed from 07/13/15)

(See pages 170-171 for text)

It was noted that this Ordinance was postponed to this meeting after receiving a motion for passage at the 07/13/15 meeting.

Councilor Pritchett moved to amend Ordinance Amendment #21 by replacing the original proposal with the following:

**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.



Councilor MacLellan-Ruf asked if the City has received copies of the easements for the walking paths as was previously discussed.

The City Attorney said that the Council felt it would be acceptable to receive the documentation on the easement and agreements with the Oyster River Bog Association concerning the Conservation Easements prior to consideration of this proposal in final reading.

Vote on amendment: 5 for.

Councilor Geiger said that she was uncomfortable with the increase in the areas being changed from the original proposal. She said that a considerable amount of land is being changed from the Woodland/Wildlife G Zone to the Commercial 3 Zone. Mayor Isganitis said that there are certain penalties for removing land from conservancy, and added that the property owner is looking to add land to conservancy in another area to offset any penalties for this change.

Councilor Pritchett said that he shared some of the same concerns as Councilor Geiger, but would like to see what the entire package looked like before making a decision on this proposal. He said this proposal seems to be more complicated with moving property from the Woodland/Wildlife G Zone to the Commercial 3 Zone and vice-versa, but he would like to see the documentation to address the concerns that were expressed during the workshop.

Mayor Isganitis added that the Council can always postpone the Ordinance in final reading if it feels additional information is necessary.

Councilor MacLellan-Ruf said that the Oyster River Bog Association supports this zone change, and it will allow a local business to expand, therefore she will support this proposal.

Councilor Geiger asked what the allowed uses were in the Woodland/Wildlife G Zone.

The City Attorney said that the allowed uses are listed in Chapter 19, Section 19-304(18) of the Code as follows:

- (1) Planting, pruning and harvesting forest trees.
- (2) Enjoyment of outdoor recreational activities such as authorized hunting, fishing, hiking, bird-watching, snowmobiling, skating, skiing, snowshoeing and the like.

Councilor Geiger then asked what the advantages were to have a Conservation Easement on a property.

Councilor Pritchett said that Zoning can be changed by one entity, in this case, the City Council. If a property is under a Conservation Easement, the organization to which the Conservation Easement was issues would also need to approve of any zoning changes.

The City Attorney added that it also restricts activities such as timber harvesting, the use of mechanized vehicles, etc.

Vote as amended: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#23 Chapter 17, Section 17-801 Schedule I – Gordon Drive Parking Restriction

**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:

<b>Street</b>	<b>Area Affected</b>
<u>12A. Gordon Drive</u>	<p><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 at 38 Gordon Drive (Tax Map #62-A-17).</u></p> <p><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></p>

Sponsor: Councilor MacLellan-Ruf  
Originator: Parking Committee

Councilor MacLellan-Ruf moved passage.

Councilor Geiger asked if the City has heard from Fisher Engineering on this proposal.

Mayor Isganitis said that the City has not received word from Fisher as of yet.

Vote: 5 for

A public hearing was set for September 14, 2015 at 7:00 p.m.

#24 Chapter 17, Sections 17-403 & 17-420 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 ( <b>NOTE:</b> 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

Councilor Pritchett moved passage.

Councilor MacLellan-Ruf said that it was unfortunate that the Council has this proposal before it. She said that the downtown business owners know who the violators are and should be able to police themselves.

Vote: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#25 Authorizing Lease to Own Contract – CIP Equipment

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

**THAT**, pursuant to Charter Section 702(c), and Chapter 2, Section 2-105 of the City Code, the City Manager is hereby authorized to solicit competitive bids and to enter into a Lease-to-Own contract, having a term of no more than five years, in a total principal amount not to exceed \$400,000, for the acquisition of the following, approved capital equipment:

- Video/Audio Equipment – City Council Chambers

- Police Cruiser
- Dump Truck with Plow & Sander
- Ambulance

Sponsor: City Council  
 Originator: City Manager

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#26 Authorizing Quit Claim Deed – Sale of 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

Councilor Clayton moved passage.

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

The City Attorney said that the assessed value of the property is \$91,500.

Councilor Geiger asked if due diligence has been done on this property, and if the City has any use for the property.

The City Manager said that the property card does not reflect the condition of the property nor the current market value of the property. He said that the City is excited to have an offer on this property that has been in City ownership for several years. He added that the City has no use for this property.

Mayor Isganitis added that the City is not selling fee simple interest in the property, rather selling it by quit claim deed only. He said this significantly impacts the “market value” of the property.

Councilor Pritchett said that perhaps the City should step back and create a check list of the condition of these properties to help determine if there is a better use for these properties.

Councilor Geiger said that it is already within the power of the City to close down a house and make it safe when the property is acquired by the City. She said that staff should be directed to make repairs and improvement to these properties to put them back on the tax rolls at a more fair market value. She said the City’s first action should be to try and reconvey lien acquired properties to their previous owner’s, but if that is not possible, the City should try and get the maximum benefit out of these properties. She said that there are a lot of things the City could do in this regard.

Vote: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#27 Chapter 12, Section 12-107 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

Councilor MacLellan-Ruf moved passage and moved to amend Ordinance Amendment #27 as follows: paragraph 3, delete “~~the Juvenile Officer~~” and replace with “his/her designee”.

Vote on amendment: 5 for.

Councilor MacLellan-Ruf then moved to further amend Ordinance Amendment #27 by adding the words “or guardian” everywhere in the Ordinance where the word “parent” appears.

Vote on amendment: 5 for.

Vote as amended: 5 for.

The Ordinance Amendment, as amended, now reads as follows:

**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 or guardian 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~~ his/her designee.

4. Release of Minor. When a parent or guardian, 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 or guardian. If the parent or guardian 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 or guardian 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 or guardian 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.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#28 Authorizing Lease of Community Building – YMCA

**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 Lessee 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 Regular Meeting,

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's 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.

Councilor Clayton moved passage.

The City Manager said that discussions are continuing with the Penobscot Bay YMCA on the lease of the facility and the operations agreement for providing recreation service to the City. He asked that the Council pass this draft lease in first reading to keep the discussions with the YMCA going. He said if it becomes unadvisable to proceed with this proposal, the Council can vote it down in second reading. He also said that a second public forum on this matter will be held prior to second reading on this measure.

Councilor Pritchett said that he could not think of a better partner for the City to address concerns expressed about operation of the Recreation Department. He said the YMCA is well suited for taking recreation programming to another level, and will help the quality and options of programming and operation of the facility. He added that he wants to see the Community Building becoming that once again.

The City Manager said that it is the intention of the City to retain community access to this facility. He said he was not sure what form that would take at this time, but was confident they can make that happen. He also urged anyone with questions to attend the public forum, added that they cannot address questions that they do not hear.

Vote: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#29 Authorizing Quit Claim Deed – Sale of 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

Councilor Clayton moved passage.

Vote: 2 for, 3 opposed.  
(MacLellan-Ruf, Pritchett, Geiger)  
Motion Defeated.

#30 Authorizing Quit Claim Deed – Sale of 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

Councilor Clayton moved passage.

Councilor Pritchett said, in general, when certain documents are referenced in items being considered by the Council, those documents should be included in the Council's packets.

The City Attorney responded that, as a matter of efficiency, such documents are not prepared until it is known if the Council is going to proceed with the measure. Once the item is passed in first reading, the associated documents will be provided for second reading.

Vote: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

#31 Authorizing Quit Claim Deed – Sale of 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

Councilor MacLellan-Ruf moved passage.

Councilor Pritchett said that even assuming that the house has no value, the property alone has a value of \$25,000 and the City is considering selling it for \$10,000. He said this raises questions on when the City should consider pursuing quiet title action to be able to sell these properties for something closer to market value.

The City Manager said that quiet title actions can be administratively burdensome, and the City needs to weigh the value of that time. He said that the Council could set minimum bid requirements for these properties, but bidders are assuming some risks in bidding on these properties.

Vote: 5 for.

A public hearing was set for September 14, 2015 at 7:00 p.m.

**Orders:**

#52 Setting Due Dates and Interest Rate – FY 2016 Taxes (Postponed from 07/13/15)

(See pages 163-164 for text)

It was noted that this Order had been postponed until this meeting and after receiving a motion for passage at the 07/13/15 meeting.

The City Manager urged the Council to pass this order as written. He said that even though the re-vote on the RSU #13 budget is scheduled for August 18, 2015, the City will be required to use the figured passed at the July 24, 2015 district budget meeting for its commitment regardless of how the August 18<sup>th</sup> vote comes out. He said that there is no reason to delay any further.

Councilor Pritchett said that if the RSU #13 budget fails again on August 18<sup>th</sup>, the City could be collecting taxes at a higher rate than necessary.

The City Manager said that was true, but it is not likely the budget would be reduced enough to significantly reduce the mil rate.

Vote: 4 for, 1 opposed.  
(Pritchett)

#61 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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#62 Calling Election and Setting Times for Polls – RSU #13 Budget Validation Referendum

**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 ballots 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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#63 Accepting \$400,000 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

Councilor Pritchett moved passage and thanked the City Manager and Community Development Director for their efforts in this matter. Vote: 5 for.

#64 Authorizing Loan Agreement Extension – USCG Lighthouse Artifacts Collection

**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: City Council  
Originator: City Manager



Commandant  
United States Coast Guard

Arlyn Danielson  
Coast Guard Curator  
7945 Fernham Lane  
Forestville, MD 20747  
Staff symbol: CG-09224  
Tel: (301) 763-4008  
Fax: (301) 763-4009  
Email: Arlyn.S.Danielson@uscg.mil

S750  
July 21, 2015

Mr. James D. Chaouis II  
City Manager, City of Rockland  
270 Pleasant Street  
Rockland, ME 04841

Dear Mr. Chaouis:

Pursuant to our recent phone conversation regarding the extension of the current loan agreement between the United States Coast Guard and the City of Rockland Maine, originally signed by Mr. Thomas Hall on August 1, 2004, this letter will serve as the official loan extension of this previous agreement signed on August 1, 2004. The stated terms of this agreement will remain in force until March 1, 2016, with the following changes:

1. Items listed are in the physical custody of the Maine Lighthouse Museum, 1 Park Dr., Rockland, ME 04841. Ph: 207-594-3301. Point of Contact: Mr. Paul Dilger, President, Maine Lighthouse Museum board. The Maine Lighthouse Museum is required to adhere to the terms of the loan agreement as signed by the City of Rockland, ME.
2. All lighthouse lenses will be insured for their full stated value (shown below) per our current loan policy:
  - 996.0598: 4<sup>th</sup> order, Whitlock’s Mill. value: \$200,000
  - 996.0602: 375mm lantern, cut glass lens, red. value: \$20,000
  - 996.0842: 4<sup>th</sup> order, Cuckolds Light, w/mechanism. value: \$200,000
  - 996.0871: 5<sup>th</sup> order, Doubling Point Light, w/door value: \$300,000
  - 996.0873: 4<sup>th</sup> order, Baker’s Island, red panels. Chance Bros. value: \$200,000
  - 996.0876: 2<sup>nd</sup> order, Petit Manon light, rotating. value: \$800,000
  - 996.0951: 4<sup>th</sup> order, bull’s-eyes, Barbier, Bernard & Turenne. value: \$200,000
  - 996.0952: 5<sup>th</sup> order, Isle au Haut light. value: \$300,000
  - 996.0953: 375mm, cut glass, w/stand. value: \$20,000
  - 996.0955: 375mm, made into table. value: \$20,000
  - 996.0956: 4<sup>th</sup> order, ¼ section, Sakonnet Point light, swivel. value: \$30,000
  - 996.0964: 4<sup>th</sup> order Fresnel, American lens. value: \$200,000
  - 996.0965: 300mm, missing back dioptic section, Block Is. value: \$10,000
  - 996.0968: 3<sup>rd</sup> order, Whitehead Island light. value: \$350,000
  - 996.0969: 3<sup>rd</sup> order, Matinicus Rock light. value: \$350,000
  - 996.0970: 4<sup>th</sup> order, 12 bull’s-eyes, USLH Depot 3, Staten Is. value: \$200,000

Total insurance coverage required for Fresnel lenses: **\$3,400,000**

Insurance coverage for the other listed items remains the same at this time. The Maine Lighthouse Museum has agreed to provide the USCG curator (prior to the upcoming inventory) all current collections management related policies, procedures, and plans.

In late October/early November 2015, Coast Guard curatorial staff will conduct an on-site comprehensive inventory and condition assessment of every item on the loan agreement and any others that are deemed to be the property of the United States Coast Guard, based on documentation and current knowledge of these items.

A two year interim loan agreement will be executed based on the findings of the on-site artifact inventory and condition assessment. It will include Coast Guard stipulations required for renewal of a longer term loan agreement. General areas of improvement include, but are not limited to, the proper display, protection, control, tracking, and interpretation of the items on loan.

Please forward insurance coverage verification by September 1, 2015. If there are any questions regarding this artifact loan extension, please contact me at 301-763-4008 or [Arlyn.S.Danielson@uscg.mil](mailto:Arlyn.S.Danielson@uscg.mil).

Sincerely yours,

Arlyn Danielson  
Coast Guard Curator  
By Direction

Councilor Clayton moved passage.

Councilor Pritchett said that the USCG Curator is currently reconciling the inventory of artifacts and agreeing to allow the City to continue to display the collection. He said that this is the largest collection of artifacts outside of the control of the Coast Guard, and the ability for the City to display these artifacts is a huge asset for the City.

Vote: 5 for.

#65 Authorizing License Extension for Lighthouse Artifacts with Maine Lighthouse Museum

**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 July 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.

Councilor Clayton moved passage.

Councilor Geiger thanked the City Attorney for making changes to the agreement to safeguard the collection.

The City Manager echoed Councilor Geiger’s comment and added that this agreement is a stop-gap measure to mitigate concerns about the collection.

Councilor Pritchett said that he sees this collection as an asset to the City, but it has not been such recently. He said he concurred with Councilor Geiger about the changes made to this agreement to protect the collection. He also put out the challenge that management of this collection needs to be improved.

Vote: 5 for.

#66 Authorizing Expenditure of Reserve Funds – Lien-Acquired Properties

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

**THAT** the City Manager is hereby authorized to expend up to an additional \$10,000 from the City Land Sales Reserve Account (#70000-01724) in 2015 for maintenance of any lien-acquired properties. In the event that amount is not fully expended in 2015, the annual appropriation of \$5,000 from the Land Sales Reserve Account for maintaining line-acquired properties in 2016 authorized by Order 2015-37 shall be reduced accordingly.

Sponsor: Councilor Geiger  
Originator: City Manager

Councilor Geiger moved passage.

Vote: 5 for.

**#67 Authorizing COLA Salary Adjustments – City Attorney and 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

**WHEREAS**, 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

Councilor Pritchett moved passage and moved to postpone Order #67 until the September 14, 2015 Regular Meeting. He said that this postponement had to do with management and not with the individuals involved. He said that the City is attempting to move to a more structured evaluation process organization-wide, and this will set the example to follow.

Vote: 4 for, 1 opposed.  
(Geiger)

Order #67 was postponed until the September 14, 2015 Regular Meeting.

At this time, Councilor Pritchett moved to add Order #68, Authorizing Extension of Reconveyance Deadline, to the agenda.

Vote: 5 for.

**Order #68 Authorizing Extension of Reconveyance Deadline – 107 First Street**

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

**THAT** the extended, September 8, 2015 deadline for the reconveyance of the mobile home at 107 First Street to Michael and Annie Reed, authorized pursuant to Ordinance Amendment #2015-05, is hereby further extended to October 9, 2015. For reasonable cause, the City Manager is authorized to extend such October 9, 2015 deadline, but for no more than an additional 30 days.

Sponsor: Mayor Isganitis  
Originator: City Attorney

Councilor MacLellan-Ruf moved passage.

Councilor Pritchett said that the City is trying to work with the property owner to reconvey this property.

Vote: 5 for.

Regular Meeting continued:

August 10, 2015

With no further business to come before the City Council, Councilor Pritchett moved to adjourn. Without objection from the Council, the meeting was adjourned at 9:25 p.m.

A TRUE COPY.

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

**ELECTION RESULTS RSU #13 BUDGET VALIDATION REFERENDUM August 18, 2015**

On August 18, 2015, the re-vote of the RSU #13 Budget Validation Referendum was held in the City of Rockland, necessitated by the defeat of the original RSU #13 Budget Validation Referendum on June 9, 2015.

The Results of the election are as follows:

Article I:	YES	NO	VOID
RSU #13 Budget Validation Referendum	149	145	1

Total Voters: 294 (including 39 absentee voters) out of 4,732 registered voters (6.2%).

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**September 9, 2015**

- 5:30 p.m. Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows for discussion of personnel matters, for a discussion of personnel reviews.
- 6:30 p.m. Discussion: Parking Committee Request  
 Discussion: Goal Setting Procedure  
 Set Agenda for 09/14/15 Regular Meeting  
 Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows for discussion of personnel matters, for review of the City Attorney.

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

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

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

- Eric Hebert, 283 Limerock Street, spoke concerning the proposed natural gas fired power plant, saying that the biggest question that needs to be answered about this proposal is exactly how big of a polluter will this plant be. He added that the City needs to put it in terms that people can easily visualize, by equating it to known entities like FMC or Dragon, or how it would equate to adding a number of cars to the roads.

Mr. Hebert then commended on the proposal for the City to withdraw from RSU #13, saying that he did not support such a withdrawal. He said the original goal of consolidation was to provide a better educational environment for the children of the district, but that district has lost sight of that goal. He said the district needs to get back to working toward that goal. He added that education should not be viewed as a cost or a burden, but rather a strong economic driver. He said a better school system will attract not only residents but businesses to the area.

- Hal Perry, 25 State Street, also spoke concerning the RSU #13 withdrawal proposal, saying that the City needs to make sure that the public is informed what such a withdrawal will cost the taxpayer.

- Callie Black, 88 Summer Street, spoke concerning the short-term rental issue, saying that she hoped an ordinance to regulate such rentals is coming soon. She said that another 20 short-term rental properties have been added in the City since April, and this situation is beginning to get out of hand. She said that regulations need to be adopted to protect neighborhoods from encroachment by this commercial activity. She added that the Planning Board should be included in any permitting procedure so that neighboring property owners can have input in the process.

Hearing no other speakers, the Public Forum was closed.

Councilor Pritchett, responding to comments made during the public forum, said that the Council does not really have a choice in the Withdrawal matter. He said that the petition has sufficient signatures to force a referendum vote on the question. The Council's role at this point is simply administrative.

He then commented that the question about the amount of pollution a gas-fired co-generation plant would produce is a complex question, since such a facility would be providing steam to industries that currently have to produce that steam on sight thereby reducing the pollution that they currently produce.

**Executive Session:** Councilor Pritchett moved to enter into an Executive Session pursuant to Title 1 M.R.S. §405(6)(A) which allows for the discussion of personnel matters, for a discussion of the personnel review procedure.

Vote: 5 for.

The Council entered Executive Session at 5:40 p.m.

The Council came out of Executive Session at 6:15 p.m. and recessed until 6:30 p.m.

The meeting was reconvened at 6:30 p.m. with Mayor Isganitis re-opening the public forum, without objection from the Council.

- Douglas Curtis, Jr., 111 Summer Street, spoke concerning the Shuffling Ordinance that will be in final reading before the Council at the September 14<sup>th</sup> meeting, asking that the Council either postpone this measure or defeat it to allow for further study of the downtown parking situation. He added that many businesses along Main Street have no choice but to shuffle their vehicle or receive parking tickets. He urged the Council to look at options to relieve the parking problems in the downtown area, from public transportation to construction of a parking garage.

Hearing no other speakers, the public forum was closed.

**Discussion: Parking Committee Request.** The Council held a discussion on the Parking Committee's request that a City-wide parking study be done by a firm that is expert in the field that would be able to study the City as a whole, interview the various stakeholders, and determine how best to serve the parking needs of the City. The Committee stated that such a study should be conducted without additional tax burden to the citizens of Rockland. The Council directed the City Manager to explore the scope of such a study and determine where funding for such a study may come from.

**Discussion: Goal Setting Procedure.** The Council then held a discussion on the City Manager's request that the Council meet to discuss goals and how such a meeting may be organized. The Council directed the City Manager to organize a meeting at which the Council can discuss goals, and to include the FY 2015/16 Work Plan adopted by the Council in November 2014.

**Set Agenda for 09/14/15 Regular Meeting:** The Council then set the agenda for the September 14, 2015 Regular Meeting. The following Communications were addressed:

- a. Letter from Rob Milliken – Offer for 99 West Meadow Road
- b. Letter from Rob Milliken – Offer for 328 Limerock Street
- c. Letter from John Sargent – Request for a Right-of-Way Use License (Rock Wall)

Special Meeting continued:

September 9, 2015

On the letters from Mr. Milliken, the Council asked that an Ordinance Amendment be prepared for the sale of 99 West Meadow Road, and because there are multiple offers for both 99 West Meadow Road and 328 Limerock Street, to have the best and final offers from all interested parties available for Council review at the September 14<sup>th</sup> meeting. The Council will determine which offers to consider at that meeting.

On the request from Mr. Sargent for a ROW License Agreement, the Council asked that an order authorizing such agreement be added to the agenda for September 14<sup>th</sup>. The agreement is to allow a rock wall constructed by Mr. Sargent that encroaches into the City’s right of way on Warren Street to remain. Mr. Sargent acknowledges that any damage done to City equipment as a result of the rock wall encroaching into the right of way will be his responsibility.

**Executive Session:** Councilor Pritchett moved to enter into an Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows for the discussion of personnel matter, for a review of the City Attorney. Vote: 5 for.

The Council entered Executive Session at 8:25 p.m.

The Council came out of Executive Session at 9:25 p.m. with Councilor Pritchett making a motion to recess this meeting until Friday, September 11, 2015 at 4:00 p.m. for the purposes of holding an Executive Session pursuant to 1 M.R.S. §405(6)(C), which allows for the discussion of the disposition of publicly held property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the City, to hold a discussion on the sale of an Industrial Park lot. Without objection from the Council, the meeting was recessed until Friday, September 11, 2015 at 4:00 p.m.

A TRUE COPY.

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

**RECONVENE SPECIAL MEETING**

**September 11, 2015**

The September 9, 2015 Special Meeting of the City Council, which was recessed until this date, was reconvened by the Mayor at 4:00 p.m. with the following members present: Mayor Frank Isganitis, Louise MacLellan-Ruf, William Clayton, Larry Pritchett, Valli Geiger, City Manager Chaousis, and City Attorney Beal.

**Executive Session:** Councilor Pritchett moved to enter an Executive Session pursuant to 1 M.R.S. §405(6)(C), which allows for the discussion of the disposition of publicly held property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the City, to hold a discussion on the sale of an Industrial Park lot. Vote: 5 for.

The Council entered Executive Session at 4:00 p.m.

The Council came out of Executive Session and, with no action being taken, adjourned without objection at 5:58 p.m. on a motion from Councilor Clayton.

A TRUE COPY.

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

**SPECIAL MEETING**

**AGENDA**

**September 14, 2015**

5:30 p.m. Executive Session pursuant to Title 1, M.R.S. §405(6)(f), Title 22, M.R.S. §4306, Title 26, U.S.C. §13119A(2), which require the City to preserve the confidentiality of applicants’ financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City’s Katherine B. Haines Fund.

6:00 p.m. Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows for the discussion of personnel matters, for review of the City Clerk.

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

Special Meeting continued:

September 14, 2015

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

**Executive Session:** Councilor Clayton moved to enter into Executive Session pursuant to Title 1, M.R.S. §405(6)(f), Title 22, M.R.S. §4306, Title 26, U.S.C. §13119A(2), which require the City to preserve the confidentiality of applicants’ financial statements and tax returns, the Rockland City Council will convene in executive session to hear an application for financial assistance from the City’s Katherine B. Haines Fund, followed immediately by an Executive Session pursuant to 1 M.R.S. §405(6)(A) which allows for the discussion of personnel matters, for review of the City Clerk.

Vote: 5 for.

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

The Council came out of Executive Session at 6:45 p.m. and adjourned without objection from the Council on a motion by Councilor Clayton.

A TRUE COPY.

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

**REGULAR MEETING**

**AGENDA**

**September 14, 2015**

- 1. Roll Call
- 2. Pledge of Allegiance to the Flag
- 3. Public Forum (3 minute 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. License to Operate a Taxi Company – Joe’s Taxi (8 cabs)
  - b. Liquor License – Pho Sizzle Restaurant
  - c. Off-Premises Catering Permit – Café Miranda
- 8. Resolves:
 

#38 Accepting Donation – 1891-92 City of Rockland Annual Report	City Council
#39 Appointment – Economic Development Advisory Committee (G. Pinto)	Mayor Isganitis
- 9. Ordinances in Final Reading and Public Hearing:
 

#21 Zoning Map Amendment – Farwell Drive Vicinity	Mayor Isganitis
#23 Chapter 17, Section 17-801 Parking Prohibition – Gordon Drive	Councilor MacLellan-Ruf
#24 Chapter 17, Section 17-403 & 420 Parking Ordinance – Shuffling	Councilor Pritchett
#25 Authorizing Lease to Own Contract – CIP Equipment	City Council
#26 Authorizing Quit Claim Deed – Sale of 328 Limerock Street	City Council
#27 Chapter 12, Section 12-107 Curfew Violation; Notifications	Councilor MacLellan-Ruf
#28 Authorizing Lease of Community Building – YMCA	City Council
#30 Authorizing Quit Claim Deed – Sale of 44 Old County Road	City Council
#31 Authorizing Quit Claim Deed – Sale of 319 Broadway	City Council
- 10. Ordinances in First Reading:
 

#32 Zoning Map Amendment – “B” to “T” Thomaston Street	Mayor Isganitis
#33 Authorizing Quit Claim Deed – Sale of 35 Broadway	Councilor Pritchett
#34 Chapter 2, Section 2-212 Regular Meetings Starting Time	Councilor Clayton
#35 Authorizing Quit Claim Deed – Sale of 60 Merrill Drive	Councilor Clayton
#36 Authorizing Quit Claim Deed – Sale of 99 West Meadow Road	Councilor Pritchett

Regular Meeting, Agenda continued:

September 14, 2015

- #37 Chapter 3, Article III Domesticated Chickens
- #38 Chapter 19, Section 19-304 Res. A Zone – Domesticated Chickens

Councilor Geiger  
Councilor Geiger

11. Orders:

- #67 Authorizing Cost of Living Salary Adjustments (Postponed from 8/10/15) Mayor Isganitis
- #69 Public Hearing/Acceptance of Petition – RSU #13 Withdrawal City Council
- #70 Calling Election and Placing Referendum Question on Ballot City Council
- #71 Authorizing License Agreement – Rockland Motor Company Use of ROW Mayor Isganitis
- #72 Authorizing Expenditure – Technical Support on REC Proposal City Manager
- #73 Authorizing Reserve Funds – Elm/Museum St. Project City Manager
- #74 Authorizing Sale of Duplicative Books – Historical Society City Manager
- #75 Authorizing License and Operations Agreement – YMCA Councilor Pritchett
- #76 Authorizing Street Closure – Oak Street City Manager
- #77 Placing Referendum Question on Ballot – Education Options Councilor Pritchett
- #78 Authorizing License Agreement – ROW Use (J. Sargent) Councilor Clayton
- #79 Accepting Grant Funds – Home Repair Network City Manager
- #80 Accepting Grant Funds – CDBG Micro-Enterprise Grant City Manager

12. Adjournment.

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

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

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

- Joe Patten, 150 Cedar Street, spoke concerning taxes, saying that the Council is losing its focus by focusing on downtown. He said that it is the residential neighborhoods that pay the majority of the taxes, and the issues concerning the neighborhoods, such as crumbling infrastructure, need to be addressed.

- Esther Kilgour, 19 Beech Street, spoke in support of the RSU #13 Withdrawal petition and referendum, saying that this is only the first step in the 22 step process of withdrawal. She said this referendum would allow the City to explore the matter of withdrawal to determine if it would be advisable for the City to pursue withdrawal. She said that there would need to be another referendum vote to authorize withdrawal. She added that she was not necessarily advocating for withdrawal, but the matter should at least be explored.

- Kathryn Fogg-Hill, 84 Grace Street, spoke concerning the proposal to construct a natural gas-fired co-generation plant in the City, and urged the City to consider who would be taking it down at the end of its useful life. She said that she feared it would be a scar on our community. She also said that there would be no local control on who the plant may be sold to once it is built. She said that she supported the use of the \$1000 per month option payment from Rockland Energy Center (REC) to pay for technical review of the proposal.

Hearing no other speakers, the public forum was closed.

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

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

**Reports:**

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

- In addressing the comments made concerning infrastructure repairs, the City Manager said he could not answer that question at this time because the City does not have a sophisticated capital improvement plan. He said that staff is working on such a plan and he hoped to have it ready for presentation to the Council in the near future.

- The City Manager then said that he has refrained from giving any updates on the REC proposal because there are no updates to give.

- The report from the Maine Chiefs of Police Association on its review of the Rockland Police Department has been received. He urged the Council to read the report and they will meet at a later date to discuss the findings.

- A press release was issued late Friday afternoon on the proposal to purchase 60 Merrill Drive so that the public would have as much information as possible on this proposal before the Council considers it later in this meeting. He added that because the action necessary to sell the property is an ordinance amendment, it will take two readings and there will be a public hearing before any final decision is made.

- The Old County Road project is proceeding, however, probably not as rapidly as most people would like. He said that the City wants to make sure that the engineering is done correctly before proceeding to the bid phase. He said he expected the bid process to begin in November, but did not believe any actual construction would be done until next Spring.

b. City Attorney's Report: The City Attorney said that other than matters previously transmitted to the Council, he had nothing further to report.

c. Other Official's Report: Councilor Clayton reported that his personal email account has been compromised and warned anyone receiving an email from him not to open it.

Councilor Clayton then said, with schools now re-opened, the PTF is in need of volunteers.

Councilor Clayton then announced the "Adopt a Back Pack" program where people can sponsor a back pack full of food given to a child in need every Friday for the entire school year. The backpacks will provide nutritious breakfasts, lunches, dinners and snacks for a weekend, as well as providing groceries and a recipe for a meal for the entire family.

Councilor MacLellan-Ruf announced that the Harbor Trail Committee, in conjunction with the Georges River Land Trust, the Children's Museum, and the Sail, Steam & Power Museum will be holding the annual Coastal Clean-up Program on Sunday, September 20, 2015 from 10:00 a.m. to 2:00 p.m. Anyone wishing to participate is invited to assemble at Snow Marine Park. She said following the clean-up, there will be a cookout and a dedication of the Mechanic Street portion of the Harbor Trail.

d. Mayor's Report: Mayor Isganitis reported that the 965-foot Royal Caribbean cruise ship *Brilliance of the Seas*, with its 2,000+ passengers and crew, will be visiting Rockland Harbor on Sunday, September 20, 2015.

Mayor Isganitis also reported that he will be going to Los Angeles, California, to represent the City of Rockland at the Small Business Administration's award ceremony for the "Start-Up in a Day Initiative" Grant.

**Licenses and Permits:**

- a. License to Operate a Taxi Company – Joe's Taxi (8 cabs)
- b. Liquor License – Pho Sizzle Restaurant
- c. Off-Premises Catering Permit – Café Miranda

A public hearing was opened with Kerry Altiero, owner of Café Miranda, speaking in favor of the Off-Premises Catering Permits for Café Miranda, and giving a brief explanation of the event for which this permit is being sought (see Order #76, this agenda, for details).

Hearing no other speakers, the public hearing was closed.

Councilor Pritchett moved to grant all of the above licenses and permits.

Councilor MacLellan-Ruf said it was exciting to see Pho Sizzle move from a mobile food wagon to a permanent restaurant and wished them the best of luck.

Vote: 5 for.

Regular Meeting continued:

September 14, 2015

At this time, Councilor Pritchett moved to take Order #'s 69, 70, 77 and 76 out of order. Without objection from the Council, it was so ordered.

**Order #69 Public Hearing/Acceptance of Petition – RSU #13 Withdrawal**

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

**THAT**, pursuant to 20-A M.R.S. §1466, and after due notice and hearing being held on September 14, 2015, the City Council hereby accepts the Petition to Withdraw from RSU #13 as complete and sufficient to put the questions to the voters of the City of Rockland at the Annual Municipal Election to be held November 3, 2015.

Sponsor: City Council  
Originator: City Council

**Petition to the Rockland City Council  
For Referendum**

For the Submission to the People of the Question:

“Do you favor filing a petition for withdrawal with the Board of Directors of Regional School Unit #13 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$20,000 and authorizing the Municipal Officers of the City of Rockland to issue notes in the name of the City of Rockland or otherwise pledge the credit of the City of Rockland in an amount not to exceed \$20,000 for this purpose?”

We, the undersigned registered voters of the City of Rockland, Maine, qualified to vote in City affairs, hereby petition the Rockland City Council, to initiate the process to withdraw from RSU #13 in accordance with Maine Revised Statutes, Title 20-A: EDUCATION §1466. Withdrawal of a single municipality from a regional school unit.

**Registrar’s Certification**

Pursuant to Title 20-A M.R.S. §1466, petitioners were required to collect at least 272 signatures of registered Rockland voters to place the above question on the ballot for the November 3, 2015 Municipal Election. The petitioners having met such requirements, I, Kara M. Cushman, Registrar of Voters for the City of Rockland, Maine, do hereby certify that 272 names attached to the above petition and filed with the City Clerk’s Office, appear on the voting list and have been verified as registered voters of the City of Rockland.

09/14/15

Kara M. Cushman, Registrar of Voters

A public hearing was opened with Douglas Curtis, Jr., 111 Summer Street, one of the petitioners, speaking in favor of the referendum question. He said that Rockland is paying a ridiculous amount of money to RSU #13 and that the citizens of Rockland deserve to get more out of RSU #13 than they have been getting. He said that the administration is not connected to the District, are not listening to the public, and the academic levels in the district have not increased. He said that the City should at least explore its options to see what alternatives exist. He said if it turns out not to be a good idea, don’t do it. He added that 26 towns throughout the State have withdrawn from RSUs since consolidation.

Hearing no other speakers, the public hearing was closed.

Councilor Pritchett moved passage.

Councilor Clayton said this action simply puts the question on the ballot and asks if the citizens want to explore withdrawal from RSU #13. He said that he did not know if he favored withdrawal, but does favor exploring the options. He said that the past and current procedures in the District have not worked, and those that say increases in taxes for education are fine are wrong. He said 50% of the residents of this district live below the poverty line, and it is heartbreaking to see children going to school without proper clothing or food. He said he has witnessed this firsthand, and invited anyone to just walk through South School and see the children who cannot go outside at recess because they don’t have a coat. He said that frivolous spending needs to stop and the focus needs to be on the children. He said he hoped that all factions in this discussion would proceed amicably and go through the process to see what options are available.

Councilor Geiger supported Councilor Clayton’s comments. She added that it has been a very sobering budget process, and that people are struggling to get by week to week. She said the schools desperately need improvement and that they are not where they need to be. She said that she did not know whether she supports withdrawal, but does support starting the conversation. Councilor Pritchett said that between 2010 and 2016, school spending has increased more than \$3 million dollars, more than any other aspect of life, and it cannot continue. He said that the quality of education needs to be improved, and that the money should be spent on the children.

The City Manager said that he is preparing to write an op-ed piece on this matter stating that the City and the Council have not taken a position on this matter. He said that he will explain the petition process and that the Council’s only roll in this issue at this time is to place the question before the voters.

Vote: 5 for.

**Order #70 Calling Election and Placing Referendum Question on the Ballot**

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

**THAT** the Annual Municipal Election shall be held in conjunction with the State Referendum Election on November 3, 2015; and

**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 November 3, 2015 for said Election; and

**THAT**, after notice and hearing on a citizen’s petition for the same, held on September 14, 2015, the City Clerk is authorized and directed to submit the following question to the voters of the City of Rockland at the Regular Municipal Election schedule for November 3, 2015:

**QUESTION #1 WITHDRAWAL FROM RSU#13**

“Do you favor filing a petition for withdrawal with the Board of Directors of Regional School Unit #13 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$20,000 and authorizing the Municipal Officers of the City of Rockland to issue notes in the name of the City of Rockland or otherwise pledge the credit of the City of Rockland in an amount not to exceed \$20,000 for this purpose?”

(A **YES** vote would allow the withdrawal process to proceed.)  
(A **NO** vote would stop the withdrawal process.)

Sponsor: City Council  
Originator: City Council

Councilor Clayton moved passage.

Councilor Pritchett said this measure came to the City as a petition from the public, and because the petition has been found to have sufficient signatures of registered voters, the Council has no choice but to put this question on the ballot. He said voting for this measure should not be interpreted as any individual’s personal views on the withdrawal question.

Vote: 5 for.

**Order #77 Placing Referendum Question on the Ballot – November 3, 2015 Municipal Election**

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

**THAT** the City Clerk is authorized and directed to submit the following advisory question to the voters of the City of Rockland at the Regular Municipal Election schedule for November 3, 2015:

**QUESTION #2 EDUCATION OPTIONS**

"Given the withdrawal of the town of St. George from RSU 13 and the steady rise in costs to Rockland since the merger of SAD 5 and SAD 50 into RSU 13, should the City explore other education options that could potentially improve local education while minimizing costs including, but not limited to, a municipal kindergarten through eighth grade system with students attending a multi-town regional high school, a municipal kindergarten through twelve grade system, as well as possible changes to the funding and governance structure of RSU 13?"

YES

NO

Sponsor: Councilor Pritchett  
Originator: Councilor Pritchett

Councilor Pritchett moved passage and said that the petition for withdrawal from RSU #13 raised a lot of questions that fall outside of the actual withdrawal process. He said if the withdrawal question passes, there are a number of steps required by Statutes. He added this question would give more options to formulate additional clarity on the issue. He said that these two questions are not mutually exclusive. He said one or both can be adopted, and serve a complimentary to each other. He added that the merger of SAD #5 and SAD #50 has been a failure, not producing the goals that were promised. He said the City needs to look at all of the options that it may regarding education moving forward. Vote: 5 for.

**Order #76 Authorizing Street Closure – Oak Street**

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

**THAT** Café Miranda is hereby authorized to close Oak Street from 12:00 noon to 4:00 p.m. on October 17, 2015 (with a rain date of October 18, 2015) to hold the first annual Café Miranda Fest. The organizers shall be responsible for setting up for and cleaning up after the event, shall coordinate with the Police and Fire Departments for any necessary traffic control and/or public safety measures, shall provide proof of liability insurance to the City prior to holding the event, and shall comply with the City’s Special Events Policy with regard to the service of alcohol on City property.

Sponsor: City Manager  
Originator: Café Miranda

Councilor MacLellan-Ruf moved passage and said that she was excited about this event. She said that the City may have some difficulties, but it’s events such as this that make Rockland so successful. Councilor Pritchett said that there is a lot of pretty exciting stuff going on in this particular neighborhood, and this event will be a good opportunity to spotlight those things. Vote: 5 for.

At this time, Councilor Clayton moved to take Ordinance Amendment #36, Authorizing Sale of 99 West Meadow Road, out of order. Without objection from the Council, it was so ordered.

**Ordinance Amendment #36 Authorizing Quit Claim Deed – Sale of 99 West Meadow Road**

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

**THAT** the City Manager is hereby authorized to issue a municipal quitclaim deed to the \_\_\_\_\_ for property located at 99 West Meadow Road (Rockland Tax Map #84-B-8), for \$\_\_\_\_\_, 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: Councilor Pritchett  
Originator: City Manager

Councilor Pritchett moved passage and moved to amend Ordinance Amendment #36 by filling the blanks as follows: “James Leach” and “\$25,000”. The City Manager said that three bids were received on this property with Mr. Leach’s bid being the highest.

Councilor Pritchett asked if there were any other considerations other than the price that the Council should consider with regards to this property.

The City Manager said that there have been other bidders that have referenced what they plan to do with property should they be the successful bidder, but no other information was associated with the bids for this property. He added that the City could add that such a statement be part of the bid requirements.

Vote on amendment: 5 for.

Vote as amended: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

At this time, Councilor Pritchett moved to take Ordinance Amendment #24 out of order. Without objection from the Council, it was so ordered.

**Ordinance Amendment #24 Chapter 17, Section 17-801 Parking Ordinance – Shuffling**

(See page 179 for text)

A public hearing was opened with Douglas Curtis, Jr., 111 Summer Street, speaking in opposition to this amendment. He said that there are issues with downtown parking, and the City should wait until a State study on parking in the vicinity of the Ferry Terminal is complete so it could be incorporated into a more comprehensive look at parking. He urged the Council to either defeat this proposal or at least postpone it until after the State study.

Hearing no other speakers, the public hearing was closed.

Councilor Pritchett moved passage and said, with consideration to postponing this amendment, the Council has heard from the Police Chief, Parking Enforcement Officer and the Parking Advisory Committee that this is a narrowly focused amendment on one particular issue addressing short term parking for downtown retail space. He said that the employees at those downtown businesses need to park elsewhere. He said that he would favor moving forward with this amendment and revisit it next season if necessary.

The City Manager added that the Parking Advisory Committee has recommended moving forward with this amendment at this time.

Councilor MacLellan-Ruf said that she understands the issue, and added that the downtown businesses know who the offenders of this particular regulation are, and she felt that they should be able to police themselves. She said she felt this was over-regulating the situation.

Councilor Geiger echoed Councilor MacLellan-Ruf's comments, and added that this seemed like an odd ordinance in the first place. She said being penalized for moving your vehicle to avoid getting a ticket seemed counterintuitive to her. She said it seems that this ordinance is over-officious.

Councilor Pritchett said this is not a new idea. He said the penalty provides a dis-incentive to using the short-term parking designed for retail customers as long-term parking for employees. He said turn-over in the short-term parking is desired by the retail business owners.

Councilor MacLellan-Ruf said that she would like to support the recommendation from the Police Department, but would be interested to see who the top offenders are of this regulation.

Councilor Clayton said that he appreciated the work of the committee on this matter, and since it was past the busiest part of the parking season, he said the City has the time to take a closer look at the matter. Therefore, Councilor Clayton moved to postpone Ordinance Amendment #24 until the November 9, 2015 Regular Meeting.

Councilor Pritchett noted that parking becomes almost as big a problem downtown during the holiday season, and asked Councilor Clayton if he would reconsider his motion to postpone until the October 14, 2015 Regular Meeting.

Councilor Clayton withdrew his motion to postpone Ordinance Amendment #24 until the November 9, 2015 Regular Meeting, and moved to postpone Ordinance Amendment #24 until the October 14, 2015 Regular Meeting.

Vote: 3 for, 2 opposed.

(Isganitis, Pritchett)

Ordinance Amendment #24 was postponed until the October 14, 2015 Regular Meeting.

The order of the agenda was then resumed.

**Resolves:**

#38 Accepting Donation – 1891-1892 Rockland Annual Report

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

**THAT** the City gratefully accept the donation from Bill Guyton, of Lewiston, Maine, of an inscribed copy of the 1891-1892 Rockland Annual Report, inscribed by then-Mayor Edward Butler.

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

Sponsor: City Council  
Originator: City Council

Councilor Clayton moved passage.

Vote: 5 for.

#39 Appointment – Economic Development Advisory Committee (G. Pinto)

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

**THAT** the Mayor’s appointment of Gregory Pinto, 195 Broadway, to the Economic Development Advisory Committee to fill a vacancy on that Committee, is hereby confirmed. Mr. Pinto shall serve until that term expires in 2017.

Sponsor: Mayor Isganitis  
Originator: Mayor Isganitis

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

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

#21 Zoning Map Amendment – Farwell Drive Area

(See pages 177-178 for text)

A public hearing was opened with Peter Johanson, owner of Johanson Boatwork, said that this zoning change was being requested to allow for expansion of his business. He added that an easement of part of the property to be rezoned will be going to the Oyster River Bog Association for a parking area and trail.

Hearing no other speakers, the public hearing was closed.

Councilor Clayton moved passage.

Councilor Geiger asked about a note from Mr. Soley concerning the zone change proposed on his property. She said that staff was proposing this change rather than Mr. Soley.

The City Attorney said that Mr. Soley was sent notification of the proposed zone change as was required by State statute. The majority of Mr. Soley’s property is already zoned Woodland/Wildlife G, and that portioned zone Commercial 3 Zone would most likely not be developable because the property is land-locked and could not meet the requirements of the Commercial 3 Zone.

Vote: 5 for.

The amendment will become effective October 14, 2015.

#23 Chapter 17, Section 17-801 Parking Prohibition – Gordon Drive

(See pages 178-179 for text)

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The amendment will become effective October 14, 2015.

#25 Authorizing Lease to Own Contract – CIP Equipment

(See pages 179-180 for text)

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

Councilor Clayton moved passage.

Vote: 5 for.

The Ordinance will become effective October 14, 2015.

#26 Authorizing Quit Claim Deed – Sale of 328 Limerock Street

(See page 180 for text)

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

Councilor Pritchett moved passage.

The City Manager said that Mr. Barbour increased his offer for this property from \$5,000 to \$12,500, and recommended that the Council accept this offer.

Councilor Clayton moved to amend Ordinance Amendment #26 by changing "\$5,000" to "\$12,500".

Councilor Pritchett again asked if was any other information that the Council should consider with respect to this offer.

The City Manager said that Mr. Barbour indicated his intention was to tear the building down. He added that the Code Office has stated that there is not much left of this building.

Vote on amendment: 5 for.

Vote as amended: 5 for.

The Ordinance will become effective October 14, 2015.

**#27 Chapter 12, Section 12-107 Curfew Violations; Notification**

(See pages 180-181 for text)

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The amendment will become effective October 14, 2015.

**#28 Authorizing Lease of Community Building – YMCA**

(See pages 181-187 for text)

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

Councilor Pritchett moved passage and noted that Order #75 proposes to replace this measure, and urged the Council to defeat this Ordinance Amendment in favor of the License and Operating Agreement under Order #75. He said the agreement would provide for non-exclusive use of the Community Building, and would strengthen and expand programming.

The City Manager echoed Councilor Pritchett comments and recommended defeat of this measure and adoption of Order #75.

Vote: 0 for, 5 opposed.

Ordinance Amendment #28 was defeated.

**#30 Authorizing Quit Claim Deed – Sale of 44 Old County Road**

(See page 187 for text)

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

Councilor Clayton moved passage.

Vote: 5 for.

The Ordinance will become effective October 14, 2015.

**#31 Authorizing Quit Claim Deed – Sale of 319 Broadway**

(See page 187 for text)

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

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

The Ordinance will become effective October 14, 2015.

**Ordinances in First Reading:**

**#32 Zoning Map Amended – Res. B to Ind. I – Thomaston Street**

**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:

The zone classification of the parcels located at 160 Thomaston Street (Tax Map #62-A-3) and 162 Thomaston Street (Tax Map #62-A-4) is hereby changed from Residential Zone "B" to Industrial Zone "I". The zone boundaries are intended to follow the lot lines of said parcels.

Sponsor: Mayor Isganitis

Originator: Community Development Director



Councilor Pritchett moved passage and said this zone change would provide much needed additional parking for Fisher Engineering. He added that the two abutting property owners are willing sellers, and that the area is primarily zoned Industrial I anyway.

The City Manager said that staff worked closely with Fisher Engineering on this proposal, and that the City is excited about the continued growth of Fisher Engineering. Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

#33 Authorizing Quit Claim Deed – Sale of 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: Councilor Pritchett  
Originator: City Manager

Councilor Pritchett moved passage.

Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

#34 Chapter 2, Section 2-212 Rules of Procedure – Regular Meeting Starting Time

**THE CITY OF ROCKLAND HEREBY ORDAINS CHAPTER 2, Administration, SECTION 2-212, Rules of Procedure (9) Meeting; Regular, BE AMEDED AS FOLLOWS:**

**Sec. 2-212 Rules of Procedure**

9. Meetings: Regular. The date and time of the regular monthly meeting of the City Council shall be the second

Monday of each month at ~~7:00~~ 6:00 P.M. If the second Monday is a legal holiday as defined in Chapter 2, Section 2-1211 of the Rockland Code, then the stated meeting shall be held on the following Wednesday at the same time. The place of such meetings shall be the City Council Chamber in the City Hall in Rockland, hereby designated to be the regular meeting place. All meeting of the City Council shall be open to the public, and may be continued to another location.

Sponsor: Councilor Clayton  
Originator: Councilor Clayton

Councilor Clayton moved passage.

Councilor Geiger said that she was all in favor of this proposal.

Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

#35 Authorizing Quit Claim Deed – Sale of 60 Merrill Drive

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

**THAT** the City Manager is hereby authorized to issue a municipal quitclaim deed to the Rockland Industrial Park North, LLC, for property located at 60 Merrill Drive (Rockland Tax Map #62-B-100), for \$50,000, 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: Councilor Clayton  
Originator: City Manager

Councilor Clayton moved passage.

Councilor Pritchett said it was exciting for Rockland that a specialty manufacturing company is looking to come to the City, which is part of what makes Rockland special. He said the City has an obligation to assist any company looking to locate to Rockland, but said there are some concerns about this parcel. He said there are wetlands associated with this property that will need to be addressed, and that fact is reflected in the value of the property and the amount being offered. He said that the wetlands mitigation necessary to make this property developable will be costly.

The City Manager added that the City has done a fair market value study on this property, and will make that study available to the public, along with the memo from the Community Development Director concerning this proposal.

Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

#37 Chapter 3, Article III Keeping of Domesticated Chickens

**THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 3, Animals & Fowl, ARTICLE III, Keeping of Domesticated Chickens, BE AMENDED AS FOLLOWS:**

**ADD:**

**ARTICLE III KEEPING OF DOMESTICATED CHICKENS**

**Sec. 3-301. Purpose; Administration.**

This ordinance establishes standards for (1) the keeping of domesticated chickens in residential areas in a manner that enables residents to keep chickens for non-commercial purposes without adversely affecting the surrounding neighborhood, and (2) the safe and inoffensive keeping of domesticated chickens where agriculture is permitted. Chickens kept in accordance with this Article shall not constitute a use that is annoying, detrimental, obnoxious, unsightly, injurious or dangerous to the health, comfort, or property of individuals, or of the public.

This Article shall be administered pursuant to Chapter 19, Art. III, Sec. 19-312, or by the Animal Control Officer.

**Sec. 3-302. Permit required.**

- A. Except on parcels where agriculture as defined in Section 19-302 is permitted, and subject to applicable use prohibitions in the zoning regulations under Section 19-304, no person may keep chickens in the City of Rockland without first obtaining, from the Code Enforcement Office, a Domesticated Chickens Permit. Such permit, once granted, is personal to the permit holder and may not be assigned.
- B. The City Council may, by Order, establish an application and/or permit fee for Domesticated Chicken Permits.
- C. A permit to keep chickens may be revoked where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of this Article, or other applicable ordinance or law.

**Sec. 3-303. Regulations Applicable to Domesticated Chickens Permit Holders.**

Each Domesticated Chickens Permit holder must comply with the standards set forth in this Section and in Section 3-304. This Section shall not apply on parcels where agriculture as defined in Section 19-302 is permitted or approved as a Conditional Use.

- A. Non-Commercial Use Only. Chickens shall be kept for personal use only, and chicken breeding, fertilizer production for commercial purposes, and on-site slaughtering of chickens is prohibited.
- B. Quantities Limited. No person may keep a rooster, nor maintain more than nine hens on a single parcel.
- C. Enclosures.

(1) Chickens must be kept in an enclosure or fenced area (chicken pen) at all times during daylight hours. Enclosures must be clean, dry, and reasonably odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact. The chicken pen must provide adequate sun and shade and must be inaccessible by rodents, wild birds, and predators, including dogs and cats. It shall be constructed with sturdy wire fencing buried at least 12" in the ground. The pen must be covered with wire, aviary netting, or solid roofing. The use of non-galvanized chicken wire is not permitted.

(2) Chickens shall be secured within a chicken coop or house during non-daylight hours.

(a) Each chicken coop or house shall be detached from residential structures. In the case of traditional New England barn structures attached to the main house by an ell, the chickens can be permitted in the barn, as long as they are enclosed in a separate coop area and not roaming throughout the barn. The chicken coop or house shall be enclosed on all sides, shall have a roof, and shall have doors capable of being closed and locked. Opening windows and vents must be covered with predator- and bird-proof wire of less than one-inch openings. Chicken coops and houses shall be cleaned regularly, and maintained so as to protect the health and comfort of the chickens housed therein.

(b) Chicken coops and chicken houses shall be located only in the yard to the rear of the principal dwelling, or in the case of a barn attached to the side of the house by an ell, the chicken coop may be located in said barn but the chicken yard shall be located to the rear of the barn. Chicken coops and houses shall be at least fifteen (15) feet from the property line(s). Chicken coops and houses may not be located in any front yard, nor in the interior of any home or other dwelling unit.

(c) Lights used to illuminate exterior areas around chicken coops or chicken houses must be turned off when no persons are present; motion-sensor lighting may be used for this purpose.

D. Waste Storage and Removal.

All chicken manure shall either be promptly composted or tilled into cultivated earth in such manner as to prevent run-off and minimize odor, be properly stored, or be removed and properly disposed of. All stored manure shall be placed in a fully enclosed container. No more than one, thirty-gallon container of manure shall be stored on any one parcel where chickens are kept. In addition, the chicken coop or house, pen, and surrounding area must be kept free from trash and

accumulated droppings.

E. Predators, rodents, insects, and parasites.

Each Domesticated Chickens Permit holder shall take all reasonable precautions to reduce the attraction of predators and rodents and the potential infestation by insects and parasites. Where such conditions are found to exist by a code enforcement official or animal control officer, the City may order the removal of the chickens, enclosure(s), and coop(s) or house(s), or may arrange for such removal the cost of which shall be borne entirely by the permit holder or property owner.

**Sec. 3-304. Regulations Applicable To All Persons Raising or Keeping Domesticated Chickens**

Each person keeping domesticated chickens in Rockland must comply with the standards set forth in this Section.

A. Feed and Water.

Chickens must be provided with access to feed and clean water at all times, arranged in such manner as to be inaccessible by rodents, wild birds, and predators. Uneaten feed shall be removed in a timely manner.

B. Odor.

Odors from chickens, chicken manure, or other chicken-related substances shall not be perceptible at the property boundaries.

C. Predators, rodents, insects, and parasites.

Each person keeping domesticated chickens shall take all reasonable precautions to reduce the attraction of predators and rodents and the potential infestation by insects and parasites.

D. Deceased Chickens.

Deceased chickens shall be promptly removed and properly disposed of.

**Cross Reference:** Sec. 3-103, Sick, Injured, or Dead Animals.

**Sec. 3-305. Violations; Penalties.**

Any violation of any provision of this Article shall be a civil violation subject to a minimum fine of one-hundred dollars (\$100.00) per violation. Each day that a violation continues shall constitute a separate violation. In addition, and in the sole discretion of the City, any violation of this Article shall be subject to a civil action brought pursuant Title 30-A, Maine Revised Statutes, Section 4452, and subject to the penalties and remedies set forth therein.

Sponsor: Councilor Geiger  
Originator: Councilor Geiger

Reading of the amendment was waived, without objection from the Council, and the amendment was paraphrased by the City Attorney.

Councilor Geiger moved passage and said that she was approached by some residents who wanted to have chickens, but did not realize this proposal could be so controversial. She said this proposal restricts people to keeping hens only and establishes regulations designed to protect neighbors from any nuisances that could arise from this activity. She said she wanted to hear any concerns from the public on this measure.

Councilor Pritchett said this matter has come before the Council before, and the City needs to find the right balance on this issue. He said that this proposal is consistent with the trend for people to grow their own food. He said this seems to be a reasonable ordinance, and if people feel it needs tweaking they should contact the Council.

Councilor MacLellan-Ruf said that she does not know much about chickens, but did some research on the topic over the weekend. She said she was not sure she would ultimately support this proposal, but would support it in first reading. She said that she would be interested to know why this proposal did not move forward before, and added that she does have some concerns regarding noise, setbacks, etc.

Councilor Pritchett asked the City Attorney if chickens were allowed in the Residential B Zone already.

The City Attorney said that farm animals are allowed as an accessory use in all zones where they are not expressly prohibited, but there are not specific regulations as to their keeping.

Councilor Geiger said that chickens would be allowed in the Residential B Zone currently, but there are no regulations whatsoever. She said this Ordinance Amendment would establish such regulations.

Councilor MacLellan-Ruf said some of the regulations seem to be subjective and could be difficult to enforce.

Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

#38 Chapter 19, Section 19-304 Residential A Zone – Domesticated Chickens

**THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 19, Zoning and Planning, SECTION 19-304 Zone Regulations, BE AMENDED AS FOLLOWS:**

**Sec. 19-304 Zoning Regulations**

**1. RESIDENTIAL ZONE "A"**

C. Prohibited Uses

<b>RESIDENTIAL ZONE "A" PROHIBITED USES</b>	
(1)	Any use which is obnoxious, annoying, unsightly, detrimental to the character of the neighborhood, or offensive to a neighborhood by reason of odor, fumes, vapor, dust, smoke, gas, noise, or vibration is prohibited.
(2)	Animal Restriction: <u>Except domesticated chickens kept in accordance with Chapter 3, Article III, n</u> No person shall keep any farm animals including but not limited to fowl, mule, donkey, sheep, goat, cattle, swine, or non-domesticated animal, and no person shall keep any dogs or rabbits for breeding or commercial purposes, on any premises in this zone.

Sponsor: Councilor Geiger  
Originator: Councilor Geiger

Councilor Geiger moved passage.

Councilor Pritchett asked what would happen if Ordinance Amendment #37 was adopted but this one was defeated.

The City Attorney said that the regulations for domesticated chickens would be adopted for any zone where the keeping of chickens was not prohibited.

Vote: 5 for.

A public hearing was set for October 14, 2015 at 7:00 p.m.

**Orders:**

#67 Authorizing Cost of Living Salary Adjustments – City Attorney and City Clerk (Postponed from 8/10/15)

(See page 191 for text)

It was noted that this Order had been postponed until this meeting and had been given a motion for passage at the August 10, 2015 Regular Meeting.

Councilor Pritchett said that over the past few weeks the Council has been conducting performance evaluations of the City Attorney and City Clerk. He said that the City is trying to establish a practice for the coming years.

Councilor MacLellan-Ruf thanked the City Attorney and City Clerk for their patience while the City tries to move away from COLA's and toward a merit-based system.

Vote: 5 for.

#71 Authorizing License Agreement – Rockland Motor Company

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

**THAT** the City Manager is hereby authorized to enter into a license agreement with Rockland Motor Company LLC to allow use of a portion of the right-of-way adjacent to the property located at 140 Park Street (Tax Map #46-F-1) at the

intersection with New County Road, substantially in conformance with the license agreement attached hereto.

Sponsor: Mayor Isganitis  
Originator: City Manager

### LICENSE AGREEMENT

**THIS AGREEMENT** by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and Rockland Motor Company, LLC, a for-profit Maine corporation with its principal place of business in Rockland, Maine (the "Licensee"), is effective September 15, 2015, in consideration of the mutual covenants of the parties hereto as follows:

**1. Grant of License.** The City grants to Licensee a non-exclusive license to park, display, market, and sell motor vehicles, conduct other activities of the Licensee's business, and to place, construct, maintain, repair, and replace certain limited improvements (the "Improvements") needed to facilitate such business activities within that area defined in this paragraph as the "License Premises." The License Premises shall include those portions of the Park Street and New County Road rights-of-way that are contiguous to Licensee's business premises located at 140 Park Street in Rockland, Maine (Tax Map 46-F-1) (the "Property"), described as follows: southwest of the Property; east of a line formed by extending, southward, the line formed by the east side of the paved portion of the Park Street sidewalk along the westerly boundary of a parcel of land located at 132 Park Street (Tax Map 46-F-2) to a point that is at least 4 feet north of the northeast corner of the intersection of the paved travel lanes of Park Street and New County Road; north of a straight line beginning at said point at least 4 feet north of the intersection of the paved travel lanes of Park Street and New County Road extending easterly and parallel with New County Road to the State of Maine railroad right of way that forms the easterly boundary of the Property; and west of said State of Maine railroad right of way. (See diagonally-marked area on plan attached and incorporated herein as Exhibit A.) The final location of the License Premises to be used by the Licensee shall be subject to the review and approval of the Code Enforcement Officer, which shall not unreasonably be withheld.

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

**3. Review and Approval of Improvements.** The Improvements authorized under this Agreement are subject to the review and approval of the Rockland Code Enforcement Officer or his designee.

**4. Restrictions.** Licensee shall not undertake or permit any use of the License Premises that is not accessory to or reasonably incidental to Licensee's occupancy and use of the Property as a car dealership.

**5. Term.** Except upon a termination of this Agreement pursuant to paragraph 6, the Term of this Agreement shall be ten years, commencing upon the execution of this License Agreement and terminating at midnight on September 14 2025.

**6. Termination.** This License Agreement shall terminate (A) ninety (90) days following written notice by Licensor terminating this License Agreement, or (B) immediately if Licensee (1) ceases occupying the Property or (2) conveys all or substantially all of Licensee's interest in the Property to another, unrelated party. Licensee shall cause the removal of the Improvements, at Licensee's expense, no later than sixty (60) days following the Termination Date.

**7. Fee.** There shall be no fee owed to the City for the permissions granted herein.

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

**9. Insurance.**

A. Licensee shall maintain all hazards insurance covering the Property, including the License Premises, and/or

provide the City with evidence of acceptable, substitute contractual liability insurance coverage that includes coverage for Licensee’s obligations under this Agreement.

B. Licensee 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 injury or death to any number of persons arising out of any occurrence on the Property.

C. Licensee shall cause the City to be listed as an additional insured on Licensee's policy or policies of insurance, and Licensee shall provide the City with current Certificates of Insurance evidencing Licensee's compliance with this Paragraph. Licensee shall obtain the agreement of Licensee's insurers to notify the City that a policy is due to expire at least (10) days prior to such expiration.

**10. Miscellaneous.**

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

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

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

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



Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#72 Authorizing Expenditure – Technical Support on Rockland Energy Center Proposal

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

**THAT** the City Manager is hereby authorized to expend the \$1,000 per month option payments from Rockland Energy Center LLC, as per the Non-Binding Option Agreement authorized by the Council pursuant to Order #30-15 passed May 1, 2015, for legal, technical and fiscal review of any and all aspects of the Rockland Energy Center proposed natural gas fired co-generation energy facility.

Sponsor: City Manager  
Originator: City Manager

Regular Meeting, Order #72 continued:

September 14, 2015

Councilor Pritchett moved passage and noted that the Energy Committee included a memo with this proposal recommending to the City Manager priority uses of these funds.

Vote: 5 for.

#73 Authorizing Use of Reserve Funds – Elm/Museum Street Project

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

**THAT** the City Manager is hereby authorized to transfer the following reserve funds to the Elm/Museum Street Sidewalk Project Account (#40142-03710) to cover addition expenses for this project that will result in an increase of the gallons of water per inch of rain collected by Elm Street’s drainage improvements from an estimated 37,378 gallons to 41,891 gallons:

\$16,813 from Sewer CIP Project Reserve Account (#20000-01896)  
\$\_\_\_\_\_ from Sewer Reserve Capacity Fee Account (#20000-01679)

Sponsor: City Manager  
Originator: Water Pollution Control Director

Councilor Clayton moved passage.

Councilor Pritchett moved to amend Order #73 by filling the blank as follows: “Up to \$65,000”

Vote on amendment: 5 for.

Vote as amended: 5 for.

#74 Authorizing Sale of City-Owned Items – Duplicative Historical Books

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

**THAT** the Rockland Historical Society is hereby authorized to sell the following duplicative collections and books, with the proceeds to be deposited into the Due From Library Reserve Account (#10000-01650):

*The War of the Rebellion Official Record of the Union and Confederate Armies*  
*The Medical and Surgical Record of the War of the Rebellion*, by Joseph Barnes  
*Messages and Documents from the President of the United States, 1866-1867*  
*Messages and Documents from the President of the United States, 1895-1896*  
*Annual Reports of the Department of the Interior, 1897*  
*Annual Reports of the Department of the Interior, 1898*  
*Report of the Secretary of the Interior, 1894-1895*  
*Report of the Secretary of the Interior, 1895-1896*  
*Report of the Secretary of the Interior, 1896-1897*  
*Report of the War Department, 1899. Vol I, Parts 1-6* (includes 2 copies of Part 1)  
*Report of the War Department, 1900. Vol. I, Parts 1-9*  
*Report of the War Department, 1901, Parts 1-7* (2 copies of each, except for 1 & 2)  
*Shakespeare*, by Alex Chambers  
*Complete History of World War II* (1 of 2 copies)

Sponsor: City Manager  
Originator: Historical Society

Reading of the Order was waived, without objection from the Council.  
Councilor Clayton moved passage.

Vote: 5 for.

#75 Authorizing License and Operation Agreement – YMCA

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

**THAT** the City Manager is hereby authorized to enter into a License and Operating Agreement with the Penobscot Bay YMCA, for the YMCA's operation of exercise, recreational, and sports programs and activities in the Community Building and at other locations owned by the City, in substantial conformance with the agreement attached hereto and incorporated herein by reference.

Sponsor: Councilor Pritchett

Originator: City Manager

**LICENSE & OPERATING AGREEMENT  
for the ROCKLAND COMMUNITY BUILDING**

**THIS LICENSE & OPERATING AGREEMENT for the ROCKLAND COMMUNITY BUILDING** (the "Agreement"), 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 situated in the County of Knox and State of Maine, and the PENOBSCOT BAY YMCA (the "YMCA"), a Maine non-profit corporation with its principal place of business in Rockport, Maine, is made and effective this \_\_\_ day of September 2015.

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

**WHEREAS**, the City, among other programs, provides recreational activities throughout the year at the Community Building, which programs are currently operated by the City's Recreation Department; and

**WHEREAS**, the City 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**, the parties wish to enter into this License & Operating Agreement to establish the terms and conditions for the YMCA's operation of exercise, health, fitness, recreational, and sports programs and activities in the Community Building and at other locations owned by the City in Rockland,

**NOW, THEREFORE**, the City and the YMCA agree as follows:

**ARTICLE 1 – LICENSE**

The City hereby grants to the YMCA a non-exclusive license to enter, occupy, use, and operate the Community Building, for the purpose of conducting youth and adult exercise, health, fitness, recreation, sports, and other programs for Rockland residents and other YMCA members and program participants, subject to the terms, conditions, limitations, and requirements set forth in this Agreement (the "YMCA License"). The YMCA License includes all interior portions of the Community Building, excluding the offices of the Rockland District Nursing Association on the east side of the first floor of the Community Building (the "Premises"). The YMCA License is subject to the City's right to continue its current and to commence new programs and activities in the Community Building, including elections, as set forth in Article 5. The YMCA may use, on a non-exclusive basis, certain recreational equipment identified in and subject to the limitations set forth in Article 6.

The YMCA License does not include, but the YMCA may schedule the use of and/or conduct programs at:

- \* Playground at 61 Limerock Street;
- \* Johnson Memorial Park on Chickawaukie Pond at 151 Lake View Drive;
- \* Kenniston Field in Jaycee Park at 435 Old County Road; and
- \* Snow Marine Park playing field(s) at 51 Mechanic Street

(collectively referred to in conjunction with the Premises as the "Rockland Recreational Facilities"). The YMCA's use of these additional recreational facilities is intended to be in conjunction with, and not exclusive of, other public uses of the facilities. The YMCA may notify the City of the date, time and space of an intended program use of one or more of the Rockland Recreational Facilities, or portions thereof, and the City shall reserve such space for the YMCA intended program

unless it conflicts with a previously approved and scheduled use of such facility. The City currently does not charge for the use of the playground, Johnson Memorial Park, Kenniston Field, or Snow Marine Park, and they are offered to the YMCA at no charge. In the event the YMCA's use of Rockland Recreational Facilities other than the Community Building grows to such an extent as to risk overburdening the facilities or unduly restrict public access to them, the City may propose solutions for preserving the condition and purpose of, and public access to, such facilities.

The YMCA and its employees and program participants may also utilize, on a first-come first-served basis, existing public parking at 61 Limerock Street, which parking is also available for use by visitors to the playground and public library, Rockland District Nursing Association staff, directors, and volunteers, voters, and the general public.

## **ARTICLE 2 – DEFINITIONS**

In addition to other terms defined and set out elsewhere in this Agreement, for purposes of this Agreement, the following terms shall have the meanings specified below:

A. City. The "City" is the City of Rockland, Maine, the owner of the Community Building and other Rockland Recreational Facilities that are the subject of this Agreement.

B. Community Building. The "Community Building" is the approximately 25,700 sq. ft. multi-purpose brick building located at 61 Limerock Street, Rockland, Maine owned and operated by the City as a Recreation Center and community building.

C. Facility Budget. The "Facility Budget" is the annual operating budget required of the YMCA pursuant to Article 13 of this Agreement.

D. Operating Subsidy. The "Operating Subsidy" is funding appropriated and paid to the YMCA by the City for the operation of YMCA Programs at Rockland Recreational Facilities pursuant to Article 12 of this Agreement.

E. Premises. The "Premises" are those interior portions of the Community Building that this Agreement authorizes the YMCA to occupy and use for exercise, recreational, sports, and other programs and activities.

F. Program Revenue. "Program Revenue" is money paid to the YMCA by YMCA members and others participating in one or more of the YMCA Programs offered at one or more of the Rockland Recreational Facilities.

G. Rockland Recreational Facilities. The "Rockland Recreational Facilities" are those properties owned by the City where the YMCA has permission to operate exercise, recreational, sports, and/or other programs and activities, as identified in Article 1 of this Agreement or other authorization by the City.

H. YMCA. The "YMCA" is the Penobscot Bay YMCA, having its principal place of business in the Town of Rockport, County of Knox, and State of Maine.

I. YMCA License. The "YMCA License" is the permission granted by the City to the Penobscot Bay YMCA to utilize portions of the interior of the Community Building.

J. YMCA Programs. The "YMCA Programs" are those exercise, recreational, sports, and other programs and activities the YMCA is authorized to operate at one or more of the Rockland Recreational Facilities.

## **ARTICLE 3 – USE OF THE PREMISES**

The YMCA covenants and agrees, during the term(s) of this Agreement, to use the Premises, other specified Rockland Recreational Facilities, and the Equipment (as defined in Article 6) to operate youth and adult exercise, health, fitness, recreation, sports, and other programs for Rockland residents and other area residents or visitors (the "YMCA Programs"), subject to the terms and conditions of this Agreement. Such programs are intended to be in addition to, and not to replace or subsume, programs the YMCA currently operates at other locations. The YMCA Programs shall include at least

the following:

Summer Camp at Chickawaukie Pond for children aged 5 to 12;

Youth Soccer for children aged 5 to 12;

Youth and Adult Basketball for Rockland and other Midcoast communities;

After-School Program, for school children aged 10 to 14;

The City invites and encourages the YMCA to expand its recreational and community programs at the Premises, as the resources and demand therefor permit, and asks only that the YMCA keep the City informed as to such programmatic changes.

The YMCA shall make such programs available to all persons complying with the YMCA's Member Policy (Exhibit A), as from it may from time to time be amended by the YMCA, irrespective of financial capacity, in conformance with the YMCA's Financial Assistance Policy (Exhibit B), as amended. In Year One of the License, between October 1, 2015, and December 31, 2015, the YMCA, in its sole discretion, may limit its programs to youth soccer and basketball, and may choose not to open and staff the Premises 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. YMCA staff may keep locked desks and secure files at the Premises.

The YMCA shall not use or allow the Premises or other Rockland Recreational Facility when occupied by the YMCA to be used in any manner which establishes or promotes any religion or otherwise violates the principles of separation of church and state under the First Amendment to the United States Constitution, the Constitution of Maine, or any similar Laws.

The YMCA shall not knowingly permit any criminal or other unlawful conduct on the Premises or other Rockland Recreational Facility, whether by a YMCA officer, employee, or agent; contractor; program participant; or other person. The YMCA shall not knowingly employ any person who has been convicted of any offense relating to a scheduled drug under the Federal Controlled Substances Act, or any sexual misconduct offense, nor any person who is a registered sex offender. The YMCA shall take all reasonable steps to assure that participants in YMCA Programs, are not subjected to bullying, harassment, and unwanted physical contact.

The YMCA shall not knowingly cause or permit any hazardous substance as defined under 38 M.R.S. § 1362(1) to be brought upon, kept at or in, or used in or about the Premises or any City property by the YMCA, its agents, employees, contractors, or invitees. The YMCA shall not knowingly discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the City, or any other governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Premises, or elsewhere, or the condition, use, or enjoyment of the Premises or any other real or personal property.

The YMCA, at its sole cost and expense, shall comply with all laws applicable to the YMCA which affect the carrying on of the YMCA's particular functions and particular business in and about the Premises and other Rockland Recreational Facilities, provided that the YMCA is not responsible or liable for the compliance of the Premises or other Rockland Recreational Facilities with applicable laws governing the physical condition of buildings and grounds since those buildings and grounds are owned and maintained by the City pursuant to this Agreement.

#### **ARTICLE 4 – TERM; HOURS**

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 Agreement 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 Agreement. A renewal of this Agreement must be confirmed by written agreement of the City and YMCA prior to commencement of the Renewal Term.

C. Hours. The YMCA shall have primary possession and use of the Premises from 12:00 noon to 8:00 p.m., Monday through Saturday, during and including each week of the school year of Regional School Unit (“RSU”) 13 or other public school system serving Rockland (the “YMCA Hours”), except that the hours may be limited by the YMCA between October 1, 2015 and December 31, 2015 as described in Article 3. The YMCA may use the Premises outside the YMCA Hours during inclement weather for Summer Camp and other YMCA Programs normally conducted at other Rockland Recreational Facilities. The YMCA Chief Executive Officer and the Rockland City Manager may agree to the alteration or enlargement, but not the reduction, of YMCA Hours and/or YMCA operations at the Premises. The YMCA Hours and manner of operations may be reasonably adjusted on a temporary basis from time-to-time by the YMCA based on weather and demand for services at the Premises, without the prior consent of the City. Any permanent reduction to the hours of operation and/or YMCA Programs shall require the approval of the Rockland City Council. The City shall obtain any necessary consents or permits which may be required to operate the Premises during the hours of operation as set forth herein.

D. Holding Over. If The YMCA shall continue its occupancy, use, or operation of the Premises after the Expiration Date, such the occupancy shall not be deemed to extend or renew the Term, or to create any right of the YMCA to continue its occupancy, use, or operation of the Premises.

#### **ARTICLE 5 – ROCKLAND’S RETAINED USES**

The City reserves the right to enter, occupy, use, and operate the Premises at any time, including for the following purposes (“Rockland’s Retained Uses”). The City shall take reasonable steps to schedule and conduct Rockland’s Retained Uses so as not to interfere with YMCA programs in the Premises. Except for use of the Premises for elections, the City’s use of the Premises for Rockland Retained Uses will not supersede or displace the YMCA’s use of the Premises for its programs during its hours of operation.

Rockland’s Retained Uses:

- A. Elections: the day before, of, and after all national, state, municipal and RSU 13 budget or other Rockland school elections;
- B. Knit Wits club;
- C. Zumba / Dance Classes;
- D. U.S. Coast Guard Physical Training;
- E. Seniors Walk & Lift;

The City agrees not to offer or authorize any third party to offer, without the YMCA’s prior written agreement, programs at the Premises for sports, health, exercise, recreation and fitness programs operated by the YMCA at the Premises that are intended to serve participants in an age bracket already served by the YMCA at the Premises. The City may offer or authorize a third party to offer sports, health, exercise, recreation and fitness programs (including those identified above as “Rockland Retained Uses”) not offered by the YMCA at the Premises or at another Rockland Recreational Facility that the

YMCA, after notice, has declined to operate. The use of the Premises or any other Rockland Recreational Facility by a third party authorized by the City for sports, health, exercise, recreation, fitness or other programs will not supersede or displace the YMCA's use of the Premises or Rockland Recreational Facilities for its programs during its hours of operation.

The City shall inform the YMCA of the schedules for Rockland Retained Uses. The City shall be responsible for admitting program participants to the Premises, for monitoring participants' activities in the Premises, and, when concluded, for securing the locations in the Premises where the Rockland Retained Uses were conducted. The City shall receive and retain any rent, fee, or other charge(s) generated by any Rockland Retained Use. The City will use its reasonable best efforts in entering and using the Premises not to disrupt or interfere with any activities then being conducted by the YMCA or its permitted agents, and to coordinate maintenance activities or other work at the Facility to minimize any disturbance or interference with any YMCA Program. Except for use of the Premises for elections, the City's use of the Premises for Rockland Retained Uses will not supersede or displace the YMCA's use of the Premises for its programs during its hours of operation.

#### **ARTICLE 6 – EQUIPMENT AVAILABLE FOR YMCA USE**

The Premises are, as of the effective date of this Agreement, stocked with certain exercise, recreation, and sports equipment, a list of which the parties shall following the execution of this Agreement prepare and attach hereto as Exhibit C (the "Equipment"). The YMCA may utilize the Equipment in and for youth and adult recreational programs conducted by the YMCA at the Premises and other Rockland Recreational Facilities, but not at the YMCA's facility at 12 Water Street in Rockland or other YMCA facility. The YMCA may replace damaged, deteriorated, and lost Equipment, at the YMCA's expense (the "Replacement Equipment"), which Replacement Equipment shall be property of the YMCA.

#### **ARTICLE 7 – RENT**

The YMCA shall not owe the City rent for its use and occupancy of the Premises or other Rockland Recreation Facilities that is in compliance with the terms and conditions of this Agreement.

#### **ARTICLE 8 – UTILITIES**

The City shall be responsible for providing and paying all costs associated with all utilities used at the Premises 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 Premises as of the effective date of this Agreement. Existing phone and internet connections will also continue to be provided by the City; the YMCA shall be responsible for the costs of increased or improved phone and/or internet connections. If any utility service to the Premises should become unavailable for a continuous period in excess of twenty-four (24) hours and such unavailability is not directly caused by the YMCA, the City 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. The YMCA shall not use any equipment or devices that utilize excessive electrical energy or which may, in the City's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. The City shall not be required, without its written agreement, to provide expanded or additional utility services or other amenity to the Premises not in existence as of the effective date of this Agreement.

#### **ARTICLE 9 – SIGNAGE**

Subject to the City's pre-approval as to size, materials, placement, content, design, and compliance with the Rockland Sign Ordinance, Ch. 19, Art. III, Sec. 19-315, the YMCA 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.

The City 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. The City may refuse consent to any proposed signage that is in the City's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate for the premises or use of any

other tenant. The YMCA shall repair all damage to the premises resulting from the removal of signs installed by the YMCA. The City 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.

#### **ARTICLE 10 – MAINTENANCE; ALTERATIONS; LIENS**

A. Maintenance. The City shall be responsible for maintaining the Premises, including the building structure, heating, ventilation, plumbing, electrical, and fire suppression systems, equipment and fixtures, and for performing any repairs the City determines are reasonably necessary for the YMCA's purposes. The City shall keep the Premises in compliance with the NFPA-101 Life Safety Code, pursuant to Rockland Code, Ch. 4, Art. II, Sec. 2-402. The City shall also be responsible for maintenance of exterior grounds and landscaping, snow plowing and sanding of entrances and parking areas, and trash removal at the Premises. The City shall also be responsible for maintenance of the grounds and facilities at the other Rockland Recreational Facilities. The City Manager shall establish and share with the YMCA a protocol for notifying the City regarding maintenance issues. The City shall, within its available means, perform those repairs that are needed for the YMCA Programs within a reasonable time. The YMCA shall provide interior custodial services to keep the Premises in a neat and clean condition, and at other Rockland Recreational Facilities shall cause the prompt removal of equipment, garbage, and other things brought onto or deposited at any such facility during the YMCA's use thereof. In recognition of the City's obligation to maintain the Premises and Rockland Recreational Facilities as described herein, the City shall indemnify and hold harmless the YMCA from and against all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) arising from the noncompliance or violation of the Premises or Rockland Recreational Facilities with any applicable federal, state or municipal law or ordinance governing the physical condition of such buildings, facilities and grounds.

B. Alterations. The YMCA shall not make any alterations to the Premises or other Rockland Recreational Facility without the prior, written approval of the City. No such alteration may be made that impairs the safety or changes the character or limits the utility of the Premises for the City, its other occupants and users, or the public. The YMCA shall have the right to place and install personal property, equipment, and temporary installations in and upon the Premises, 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, Replacement Equipment, machinery, trade fixtures and temporary installations installed by the YMCA in the Premises shall remain the YMCA's property free and clear of any claim against the City, and the YMCA shall have the right to remove the same at any time during the term of this Agreement provided that all damage to the premises caused by such removal shall be repaired by the YMCA at its expense. Other alterations and improvements to the premises shall be considered to be part of the Premises. Alterations or repairs requested by the YMCA shall be subject to approval by the City, and the availability of funding. The City at its sole cost and expense also shall have the right to make such alterations, changes, improvements and additions to the Premises as the City reasonably determines will improve the use and/or operation thereof as approved by the YMCA.

C. Liens. The YMCA shall not permit any mechanic's or materialman's lien to be filed against the Premises or other City property for any work performed, materials furnished, or obligation incurred, by or at the request of YMCA, or other purpose. If any such lien shall at any time be filed, the YMCA may contest the same in good faith but the YMCA shall, prior to any foreclosure thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. If any mechanic's or materialman's lien is filed against the Premises and Facility, or any part thereof or interest therein, by reason of work, labor, services or materials performed by or furnished to the YMCA and the amount of such lien is greater than \$5,000, then the City may require the YMCA to provide a bond or other security reasonably acceptable to the City, indemnifying the City or such organization against loss as a result of such lien. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject its estate in the Premises and Community Building property to any lien or liability under the lien laws of Maine.

#### **ARTICLE 11 – CONDEMNATION**

A. Whole Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public purpose, or the same shall be sold or conveyed in lieu of taking by condemnation, or such a substantial part of the Premises shall be so taken or conveyed such that the part thereof remaining cannot reasonably or economically be used by the YMCA as contemplated by this Agreement, then this Agreement shall terminate as of the date upon which title shall pass pursuant to

such taking or condemnation. The YMCA shall have no interest in nor right to any portion of such condemnation award, or payment in lieu of taking or condemnation. The City shall provide the YMCA reasonable access to remove YMCA equipment and other property.

B. Partial Taking. If a portion or interest in the Facility shall be taken or condemned for any public or quasi-public purpose, or the same shall be sold or conveyed in lieu of such taking or condemnation, such that the part thereof remaining can reasonably and economically be used by the YMCA as contemplated in this Agreement, then this Agreement shall continue in full force and effect until expiration or termination according to the terms hereof. In the event such partial taking or condemnation physically impairs any portion of the improvements that are essential to the continuance of one or more of the YMCA Programs, in the sole discretion of the City, any such condemnation award or payment in lieu thereof shall be used to rebuild, repair, replace and restore the Premises. Any such rebuilding, replacement or restoration shall be carried out by the City as soon as reasonably possible in a manner similar to or consistent with, to the extent reasonably possible, the original condition for the Community Building. Until such rebuilding, replacement or restoration is complete, the programs provided by the YMCA under this Agreement may be suspended or limited proportionate to the extent of the Premises that is not available for use. Provided, however, that the City, in any such rebuilding, without obtaining the YMCA’s consent or approval, may elect to make material deviations from the original condition of the building. In causing such rebuilding or repairs to be made, the City shall be entitled to use, and shall use, all proceeds available from the condemnation in question.

**ARTICLE 12 – OPERATING SUBSIDY**

The YMCA’s use of the Premises and other City facilities and its operation of the YMCA Programs shall be conditioned upon the City’s appropriation and payment to the YMCA of an annual “Operating Subsidy” in at least the following amounts:

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

The Operating Subsidy for Years Three through Five shall be the sum of the preceding Year’s Operating Subsidy plus an amount determined by multiplying the preceding Year’s Operating Subsidy by the percentage change of the Consumer Price Index for All Urban Consumers as reported by the U.S Department of Labor (“CPI-U”) for the 12 months ending on February 28 immediately preceding the commencement date of a new year of the Term of this Agreement.

For example, if the percentage increase in the CPI-U for the 12 months ending February 28, 2017 is 1.3%, the Operating Subsidy for Year 3 shall be \$130,000 + (\$130,000 x 1.3% = \$1,690) for a total Year 3 Operating Subsidy of \$131,690.

The Operating Subsidy shall be paid on or before the following dates in the applicable Year of this Agreement:

<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, the YMCA may terminate this Agreement as set forth in Article 18. In addition, the Operating Subsidy for Years 4-5 shall only be paid if this Agreement is renewed by the City and YMCA as described in Article 4.

The Operating Subsidy is intended to support programs offered by the YMCA at the Premises and other of the City’s recreational facilities. The Operating Subsidy may be applied to equipment, staff, and other expenses reasonably-related to operating or supporting the YMCA Programs at Rockland Recreational Facilities. Except as otherwise set forth in this Agreement, all expenses and liabilities incurred by the YMCA with respect to the Premises and other Rockland Regular

Recreational Facilities are to be paid by the YMCA.

The City is obligated only to make any payments, or to retain or allow retention of funds, under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose or authorized by the budget resolve for the City's then current fiscal year. Provided, however, that if the City shall fail to make any payments required of the City hereunder because of any such non-appropriation, the YMCA may terminate this Agreement pursuant to Article 18.

### **ARTICLE 13 – FINANCIAL MANAGEMENT**

The YMCA will use its reasonable best efforts to operate the YMCA Programs in a fiscally sound manner during each full Year of its operation at the Premises. Prior to the commencement of each Year of this Agreement, the YMCA shall provide the City Manager with a copy of an annual budget that includes the proposed expenditure of the Operating Subsidy and funding of the YMCA Programs at Rockland Recreational Facilities. Following the conclusion of the YMCA's fiscal year in each Year of this Agreement, the YMCA shall provide to the City Manager a copy of the YMCA's audited financial statement for all its operations in such fiscal year. Following the conclusion of each Year of the Term of this Agreement, the YMCA shall provide the City with a profit and loss statement demonstrating the expenditure of the Operating Subsidy for staffing, equipment, and other expenses reasonably related to the YMCA's operation of the YMCA Programs at Rockland Recreational Facilities for such Year of the Term of this Agreement. At the City Manager's request, the YMCA shall provide existing or otherwise readily-available membership, revenue, and/or program participation information for YMCA Programs at Rockland Recreational Facilities. For ease of administration, Program Revenue generated from YMCA Programs may be commingled by the YMCA in other revenues and utilized at the YMCA's discretion.

### **ARTICLE 14 – FINANCIAL ASSISTANCE**

The YMCA agrees to provide children who reside in Rockland through Grade 8 with a free membership for the Rockland Community Building during YMCA Hours. Consistent with its Financial Assistance Policy (Exhibit B), the YMCA will use its reasonable best efforts to provide financial aid and assistance based on need to other Rockland residents seeking membership for the Community Building during YMCA hours and to other participants in YMCA Programs who might not otherwise be able to afford the YMCA's services and programs at the Rockland Recreational Facilities. Except as limited above, the YMCA may charge fees for services to participants in its programs at the Premises or other Rockland Recreational Facilities, including Rockland residents, visitors and residents of other towns wishing to participate.

### **ARTICLE 15 – INSURANCE**

The parties shall carry the following insurance policies:

A. The City's Insurance.

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

(2) The City 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 City to maintain and repair the Premises, as herein provided, to the extent that such proceeds are required; provided, however, that the City may determine, in its sole discretion, that the building is a total loss and shall not be rebuilt, in which instance this Agreement shall be deemed terminated effective as of the date of such loss.

(3) The City shall cause the YMCA to be listed as an additional insured on the City's policies of insurance described in Article 15, Sections (A)(1) and (A)(2), and the City shall provide the YMCA with current Certificates of Insurance evidencing the City's compliance with this paragraph. The City shall obtain the agreement of its insurers to notify the YMCA that a policy is due to expire at least (10) days prior to such expiration

B. The YMCA's Insurance.

(1) The YMCA 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 YMCA, its agent(s), employee(s), or invitee(s) on or in the vicinity of the premises;

(2) The YMCA shall obtain and maintain throughout the term of this Agreement employer's liability insurance protecting both the YMCA and the City and for claims made by the YMCA's employees, including claims made under applicable worker's compensation statutes, or shall provide such coverage through a program of self-insurance;

(3) The YMCA shall cause the City to be listed as an additional insured on the YMCA's policy or policies of comprehensive general liability insurance, and the YMCA shall provide the City with current Certificates of Insurance evidencing the YMCA's compliance with this paragraph. The YMCA shall obtain the agreement of its insurers to notify the City that a policy is due to expire at least (10) days prior to such expiration; and

(4) If the Community Building or any part thereof is damaged by fire or other casualty resulting from any act or negligence of the YMCA or any of its agents, employees, or invitees, the YMCA shall be responsible for the costs of repair not covered by insurance, provided that in the event the City fails to obtain or maintain property coverage for the Premises as described in Article 15, Section (A)(2), the YMCA shall only be responsible for the costs of repair of damage caused by fire or other casualty that exceeds the amount that would have been covered had such coverage not lapsed. The YMCA 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 the City or the YMCA has, or their 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 the City and the YMCA in writing by certified mail, return receipt requested.

(3) Each insurance policy and certificate shall name as additional insureds, as the case may be, the City, the YMCA, and any Mortgagee, as their interests shall appear.

(4) Upon execution of this Agreement, each party shall deliver to the other a certificate reflecting the coverage(s) required by this Agreement.

D. Cooperation. The City and the YMCA shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or insurance pool covering the events described in this Article. In no event will the City or the YMCA voluntarily settle, or consent to the settlement of any insurance claim without the written consent of the other Party, which shall not be unreasonably withheld or delayed.

E. Indemnification. To the extent permitted by law, each party (the "Indemnifying Party") shall defend, indemnify and save the other party (the "Indemnified Party") harmless from any and all claims of third persons, and damages, costs and losses owing to third persons or suffered by Indemnified Party, including court costs, reasonable attorneys' fees and consultants' fees, arising during or after the term of this Agreement and reasonably incurred or suffered by the Indemnified Party as a result of any default or breach of any representation, warranty or covenant made by Indemnifying Party under this Agreement. It is a condition of this indemnification and save harmless that the Indemnifying Party shall receive written notice of any such claim against the Indemnified Party promptly after Indemnified Party first has knowledge thereof. This indemnification and save harmless includes any and all costs reasonably incurred by Indemnified Party after notice to Indemnifying Party for any cleanup, removal or restoration mandated by any governmental authority acting lawfully under law if the Indemnifying Party shall not timely perform such work.

## ARTICLE 16 – ASSIGNMENT AND SUBLEASING

A. Restrictions on YMCA. It is understood and agreed that this License & Operating Agreement neither creates nor conveys to the YMCA any property right or other interest in or to the Community Building, the City's property at 61 Limerock Street, or any other City property, including the other Rockland Recreational Facilities. The YMCA understands and agrees that it shall have no right to make or undertake to make:

- (1) any deed of trust, mortgage, security interest or other lien with respect to its license and use rights in the Premises or other Rockland Recreational Facility, except any purchase money security interests in or liens on Replacement Equipment;
- (2) any assignment of its rights under this Agreement to any third party,
- (3) any sublicense of all or any portion of any Rockland Recreational Facility to any third party,
- (4) any contract or agreement with a third party business entity which would use all or any part of any Rockland Recreational Facility for its business purposes, or
- (5) without the express written consent of the City, any contract or agreement with any third party business entity to manage the Premises for the YMCA.

Provided, however, that none of the above restrictions shall prohibit the YMCA from entering into arrangements for so-called "Contract Services" with third parties for services/instruction for activities such as custodial services, yoga, massage, nutrition, gymnastics, aerobics, other specialized training or vending services consistent with the approved YMCA Programs at the Premises. Subject to the prior reasonable approval of the City, the YMCA may also enter into service arrangements with third parties to provide incidental food and beverages to authorized users of the Premises.

B. Restrictions on City. The City shall have no right to have or allow any deed of trust, mortgage, security interest or other lien placed on the Premises, except (1) any purchase money security interests in or liens on the Premises or (2) any new financial instrument or facility utilized to fund capital improvements or repairs to the Premises. The City also agrees not to assign any of its rights under this Agreement to any person or entity except as expressly set forth herein.

## ARTICLE 17 – REPRESENTATIONS AND WARRANTIES

A. By the City. The City agrees, represents, and warrants as follows:

- (1) The City is a political subdivision of the State of Maine;
- (2) Title. The City has good title to the Premises in fee simple absolute. In the event that this representation is discovered to be false, the YMCA shall have the option to immediately terminate this Agreement. In the event of such termination, the parties shall thereupon be released from any further liability under this Agreement (except for obligations existing on the effective date of such termination);
- (3) Authority to Contract. The City represents and warrants that it is authorized to enter into this Agreement by and through its City Manager. The Rockland City Council has approved this License & Operating Agreement and authorized its City Manager to sign and deliver this Agreement on behalf of the City;
- (4) Hazardous Materials. To the best of the City's knowledge, no Hazardous Materials are located within the Community Building or elsewhere in the Premises, nor are Hazardous Materials located within real property where the Premises and other Rockland Recreational Facilities are located. In the event that this representation is discovered to be false, the YMCA shall have the option to immediately terminate this Agreement. In the event of such termination, the parties shall thereupon be released from any further liability under this Agreement (except for obligations incurred prior to the effective date of such termination). The City shall not cause or permit any hazardous substances to be used, stored, generated or disposed on, in, or under the Premises, the Community Building, or other Rockland Recreational Facility by the City, the City's agents, employees or contractors, except for those hazardous substances which are installed in and may lawfully be used in the ordinary course of business in the operation of the said premises or which may be reasonably required in performing the obligations of the City under this Agreement, and then only to the extent no laws are violated in so doing.

B. The YMCA's Representations and Warranties.

(1) Corporate Existence. The YMCA represents that it is a non-profit Maine corporation in good standing with the Maine Secretary of State, and is authorized to do business in Maine.

(2) Authority to Contract. The YMCA represents and warrants that it is authorized to enter into this Agreement by and through its Chief Executive Officer, and to perform the obligations imposed by this Agreement. The Penobscot Bay YMCA Board of Directors have approved this Agreement and authorized its Chief Executive Officer to sign and perform this Agreement on behalf of the YMCA.

(3) Financial Capacity. The YMCA represents and warrants that it has sufficient financial capacity and credit worthiness to complete its undertakings in this Agreement.

(4) No Environmental Violations by the YMCA. The YMCA shall not knowingly cause or permit any hazardous substances to be used on, in or under the Premises and the Community Building property by the YMCA, the YMCA's agents, employees or contractors, except in the ordinary course of business in the operation of any activities or business by the YMCA as permitted under this Agreement, or as reasonably required in performing the obligations of the YMCA under this Agreement, and then only to the extent no Laws are violated in so doing.

**ARTICLE 18 – DEFAULT AND TERMINATION**

A. Default.

(1) By The YMCA. The YMCA shall be in default if the YMCA breaches any term or condition of this License and Operating Agreement, and fails either to cure such default or reach agreement with the City as to an appropriate correction of such default within fourteen (14) days of written notice thereof by the City. In the event of the YMCA's default, this License and Operating Agreement shall be deemed terminated, and the City shall be authorized to enter into full possession of the Premises and to cause the removal, at the YMCA's expense, of any personal property, equipment, or fixtures of the YMCA in or affixed to the Premises.

(2) By The City. The City shall be in default if the City breaches any term or condition of this License and Operating Agreement, and fails either to cure such default or reach agreement with the YMCA as to an appropriate correction of such default with fourteen (14) days of written notice thereof by the YMCA. In the event of the City's default, the YMCA may terminate this Agreement by providing the City with sixty (60) days' written notice of the YMCA's proposed cessation of recreational activities at the Rockland Recreational Facilities. The YMCA 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.

If upon the expiration of any cure period either party (the "Defaulting Party") fails to perform any agreement or obligation on its part giving rise to an Event of Default, the other Party (the "Curing Party") shall have the right to perform the same. The Defaulting Party shall on demand reimburse the Curing Party for the costs and expenses reasonably incurred by the Curing Party in rectifying an Event of Default as aforesaid.

Notwithstanding anything to the contrary herein, if any failure by the Defaulting Party to perform its agreements or obligations hereunder shall (i) result in any insurance required to be maintained hereunder to not be in full force and effect at any time during the term of this Agreement, (ii) result in serious injury to persons or property, or the foreclosure of any lien upon the Premises, or (iii) otherwise result in significant adverse consequences to the Curing Party if such failure to perform is not cured promptly following discovery of such failure to perform, then the Curing Party shall have the right to proceed with the cure of such failure to perform by the Defaulting Party prior to the expiration of the cure period provided for herein, within such time frames which are reasonable under the circumstances.

B. Termination.

Notwithstanding anything to the contrary herein, the City or the YMCA may terminate this Agreement without

cause at any time by giving 120 days' prior written notice to the other party.

Upon the conclusion of the final Term of this Agreement, or its sooner termination under this Article, the YMCA shall surrender the Premises in as good clean order, condition, and repair as at commencement of the Agreement, except for ordinary wear and tear, damage by fire or catastrophe and repairs to be made by the City.

#### **ARTICLE 19 – DISPUTE RESOLUTION**

The City and the YMCA each wish to attempt to reach an amicable resolution of any disputes and controversies which may arise between them under this Agreement at the earliest possible date. Therefore, except as otherwise provided herein, the City and the YMCA shall attempt to resolve any dispute or controversy between them in the following two-step "Dispute Resolution Procedure": (A) first, the senior staff of the City and the YMCA shall meet and attempt to resolve the dispute; (B) if they are unsuccessful, then, to the extent permitted by law, the matter shall go to non-binding mediation with a mediator and under a time schedule and conditions reasonably acceptable to both parties.

If the Dispute Resolution Procedure set forth above is unsuccessful to resolve the dispute or controversy, or the parties cannot agree on a mediator(s) or the terms and conditions of mediation, then either party may pursue such rights and remedies it may have at law and equity generally.

The various rights and remedies given to or reserved to the City and the YMCA by this Agreement or allowed by law shall be cumulative, irrespective of whether so expressly stated. In the event either party hereto shall be obligated to secure the assistance and service of legal counsel in an effort to enforce (or defend against) any alleged default under this Agreement, then if such party prevails in such action, such prevailing party shall be entitled to recover against the other party reasonable attorneys' fees, including those before suit is filed and all costs and fees so incurred through all appellate proceedings as may be required.

#### **ARTICLE 20 – FORCE MAJEURE**

If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power or other utilities, restrictive laws (except as otherwise specifically provided herein), terrorist acts, riots, insurrection, war or other reason not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Agreement (collectively, "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not (i) operate to excuse the City from timely payment of the YMCA's Operating Subsidy or any other monetary charge required to be paid by either party under the terms of this Agreement, or (ii) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds unless such funds were to be supplied by the other party to this Agreement.

#### **ARTICLE 21 – ADMINISTRATION**

Where approval of the City is required by this Agreement, the City of Rockland City Manager is authorized to act on the City'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 YMCA is required by this Lease, the Penobscot Bay YMCA's Chief Executive Officer is authorized to act on The YMCA's behalf and provide such approval, except when approval of the YMCA's Board of Directors is required hereunder or under applicable law or its Bylaws.

Each party to this Agreement agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third person in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be

unreasonably made. The City and the YMCA each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set herein for a party to approve or consent to an action or inaction by the other party or a third person such approval or consent shall be given or affirmatively withheld in writing within 20 days after it is requested in writing or it shall be deemed given.

#### **ARTICLE 22 – NOTICE**

Any notice required or permitted to be given pursuant to this Agreement shall be effective and valid if in writing, and delivered personally by reputable express courier or delivery service, or sent by verifiable facsimile machine or email (with a copy by first class mail postage prepaid) or by certified or registered U.S. Mail postage prepaid, return receipt requested, as follows:

If to the City:

City Manager  
City of Rockland, Maine  
270 Pleasant Street  
Rockland, ME 04841  
Fax #(207) 594-9481  
Email: [jchaousis@ci.rockland.me.us](mailto:jchaousis@ci.rockland.me.us)

If to the YMCA:

Chief Executive Officer  
Penobscot Bay YMCA  
P.O. Box 840  
Rockport, ME 04856  
Fax # \_\_\_\_\_  
Email; \_\_\_\_\_

Unless otherwise specified, notice shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service. Notices given by counsel to either party shall be deemed given by such party. Any person or entity may by written notice to the others change the address for such person or entity's receipt of notices.

#### **ARTICLE 23 – NO JOINT VENTURE**

Neither this Agreement, nor the doing of anything in furtherance of or in respect to this Agreement 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 License & Operating Agreement shall be construed as establishing a Municipal Licensor / Licensee relationship between the parties.

#### **ARTICLE 24 – FINAL AGREEMENT; AMENDMENT**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This License & Operating Agreement may be modified only by a further writing that is duly authorized and executed by both parties.

#### **ARTICLE 25 – GENERAL PROVISIONS**

A. **Recording.** Neither Party shall record this Agreement or cause the same to be recorded without the written consent of the other Party, which consent may be withheld in its sole discretion.

B. **Non-Waiver of Performance.** One or more waivers of any covenant, term, or condition of this Agreement by

either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition, nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

C. Subject to Bond Requirements. The terms and provisions of this Agreement shall be subject to the terms and provisions contained in any bonds or bond documents governing the City's financing of repairs to or rehabilitation of the Premises. It is the intent of the parties that in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions contained in such bond documents, the terms and provisions of the bond documents shall control.

D. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine with respect to contracts to be wholly performed herein.

E. Modification of Agreement; No Waiver by Prior Actions. The terms, covenants and conditions of this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of the change, modification or discharge is sought. The failure of either party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by the other party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

F. Relationship of the Parties; No Third-Party Beneficiaries. This Agreement shall not create a partnership or a lease between the parties and is limited to the specific purposes set out herein. Neither party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit hereunder on any other person or entity other than the parties hereto.

G. Headings; Recitals. The headings used throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. The recitals found at the beginning of this Agreement and any properly adopted amendments, supplements or replacements thereto are incorporated herein by reference and are important and material parts of this Agreement.

H. Agreement Preparation. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

I. Agreement Binding on Successors and Assigns. Except as herein otherwise expressly provided, all covenants, agreements, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns as well as any devisees of the City, and shall be deemed to run with the land where the Facility are located.

J. No Brokers. Each party represents and warrants to the other that it has not incurred or caused to be incurred any liability for real estate brokerage commissions or finder's or agent's fees in connection with the execution or consummation of this Agreement for which the other Party may be liable. Each of the parties agrees to defend, indemnify and hold the other harmless from and against any and all claims, liabilities or expense (including reasonable attorneys' fees) in connection with any breach of the foregoing representations and warranties.

K. Severability. In the event any section, subsection, provision, term, or conditions of this Agreement shall be found by a court of law of competent jurisdiction be found to be unlawful and/or unenforceable, the remaining sections, subsections, provisions, terms, and conditions of this Agreement shall remain in full force and effect.

L. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so and upon request by the other party proof of such authority in customary form will be furnished to the other party. This Agreement may be executed at different times and in two or more counterparts and

all counterparts so executed shall for all purposes constitute one agreement, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. And, in proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

M. Survival. All provisions of this Agreement which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties), shall survive such expiration or termination.

Councilor Pritchett moved passage and thanked the City Manager and all parties involved for the work that has been done on this proposal. He said there has been a concerted effort over the past few years to step up the programming for the Recreation Department, and he believes this is a strong outcome.

The City Manager said it has been a long road to get to this point with a lot of people doing a lot of work. He commended the YMCA for the effort that they have put forward in this, and said there are five years of hard work ahead to make sure this is a success.

Councilor Geiger also thanked the YMCA for stepping forward and sticking with it to get to this point.

Vote: 5 for.

#78 Authorizing License Agreement – J. Sargent

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

**THAT** the City Manager is hereby authorized to enter into a license agreement with John L. Sargent to allow use of a portion of the right-of-way adjacent to his property located at 7 Warren Street (Tax Map #14-F-10) to maintain a stone wall that encroaches into the Warren Street right-of-way, substantially in conformance with the license agreement attached hereto.

Sponsor: Councilor Clayton

Originator: City Manager

**LICENSE AGREEMENT**

**THIS AGREEMENT** by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and John Sargent, an individual residing at 7 Warren Street in Rockland, Maine (the "Licensee"), is effective September 15, 2015, in consideration of the mutual covenants of the parties hereto as follows:

**1. Grant of License.** The City grants to Licensee a non-exclusive license to construct, maintain, and repair a stone wall within the right-of-way of Warren Street, along and separating said Warren Street and residential property owned and occupied by Licensee (the "Property"), as shown in the photograph attached and incorporated herein as Exhibit A. The area between the southerly edge of the stone wall and the boundary of the northerly side of the Warren Street right of way shall be referred to herein as the "License Premises," and the stone wall, fill and other improvements shown in Exhibit A within the License Premises shall be referred to as the "Improvements."

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

**3. Restrictions.** Licensee shall not undertake or permit any use of the License Premises that is not accessory to or reasonably incidental to Licensee's occupancy of the Property as a single-family home. Licensee may not construct, place, plant nor maintain any tree, shrubbery, or improvement other than the stone wall, fill, and grass shown in Exhibit A within the License Premises. In the event the stone wall becomes damaged or deteriorated such that either the Code Enforcement Officer or Licensee determines it must be either replaced or rehabilitated at a cost in excess of 50% of its original cost,



#79 Accepting CDBG Funds – Home Repair Network (\$1,765,000)

**THAT, WHEREAS**, the City of Rockland has served as the lead community for the 2003 through 2014 Home Repair Network Programs; and

**WHEREAS**, 2015 Home Repair Network Program funds in the amount of \$1,765,000 will be distributed through a set aside of CDBG funds provided to the City of Rockland as the lead community; and

**WHEREAS**, the City of Rockland as the lead community has establish a legally binding contract with each of the participating Maine Community Action Agencies or other approved entity identified for the Home Repair Network delivery system as approved by the Maine Department of Economic and Community Development’s Office of Community Development; and

**WHEREAS**, the City of Rockland will receive \$5,000 in administrative funding as lead community for this program.

**NOW THEREFORE**, it is hereby Ordered by the City Council of the City of Rockland, Maine, that the City Manager;

(1) is authorized to accept on behalf of the City a grant from the Maine Department of Economic and Community Development to be used for the purpose and in the manner stated in the State of Maine’s 2015 CDBG Program Statement as pertains to the Home Repair Network; and

(2) is authorized and directed, upon the acceptance of said funds, to carry out the duties and responsibilities for implementing said program consistent with the City Charter and the laws and regulations governing the planning and implementation of community development programs in the State of Maine.

Sponsor: City Manager  
Originator: Community Development Director

Councilor MacLellan-Ruf moved passage.

Vote: 5 for.

#80 Accepting CDBG Funds – Micro-Enterprise Assistance Grant

**THAT, WHEREAS**, the City of Rockland has been awarded a \$100,000 Community Development Block Grant with the Microenterprise Assistance Program to support MCMA and Bixby & Co. to expand.

**NOW THEREFORE**, it is hereby Ordered by the City Council of the City of Rockland, Maine, that the City Manager;

(1) is authorized to accept on behalf of the City a grant from the Maine Department of Economic and Community Development to be used for Microentreprise Assistance to Midcoast Music Academy and Bixby and Co.; and

(2) is authorized and directed, upon the acceptance of said funds, to carry out the duties and responsibilities for implementing said program consistent with the City Charter and the laws and regulations governing the planning and implementation of community development programs in the State of Maine.

Sponsor: City Manager  
Originator: Community Development Director

Councilor MacLellan-Ruf moved passage.

Councilor Pritchett thanked and congratulated Bixby & Company and the Mid-Coast Music Academy.

Vote: 5 for.

With no further business to come before the City Council, Councilor Pritchett moved to adjourn. Without objection from the Council, the meeting was adjourned at 9:26 p.m.