

CITY OF ROCKLAND, MAINE



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

CITY CLERK'S OFFICE

April 9, 2015

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

[Please Note Starting Time and Date]

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

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



**STUART H. SYLVESTER
CITY CLERK**

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Public Forum of not more than 30 minutes (3 min limit each speaker)
4. Meeting Notice
5. Reading of the Record
6. Reports:
 - a. City Manager's Report
 - b. City Attorney's Report
 - c. Other Official's Report
 - d. Mayor's Report
7. Licenses and Permits:
 - a. Liquor License – Brass Compass Café
 - b. Liquor & Entertainment Licenses – Archer's on the Pier
 - c. Liquor License – Rockland Café
 - d. Liquor License – Sunfire Mexican Grille
 - e. Liquor & Entertainment Licenses – The Pearl Restaurant
8. Resolves:

<ol style="list-style-type: none"> #16 Commendation – John Root (20 Years of Service) #17 Commendation – Kenneth Elwell (20 Years of Service) #18 Accepting Donations – Library #19 Appointment – Maine Service Center Coalition #20 Appointment – MCEDD General Assembly #21 Appointment – Sealer of Weights & Measures #22 Appointment – Rockland Port District 	City Council City Council City Manager Mayor Isganitis Mayor Isganitis Mayor Isganitis Mayor Isganitis
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9. Ordinances in Final Reading and Public Hearing:

<ol style="list-style-type: none"> # 3 Chapter 7, Section 7-107 Sprinkler System Alarm # 4 Chapter 9, Section 9-214 Buoy Park Food Vendors 	Councilor MacLellan-Ruf Councilor MacLellan-Ruf
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10. Ordinances in First Reading:

<ol style="list-style-type: none"> # 5 Authorizing Quit Claim Deed - Reconveyance of 107 First Street # 6 Authorizing Quit Claim Deed – Reconveyance of 24 Jefferson Street # 7 Authorizing Quit Claim Deed – Reconveyance of 19 Franklin Street # 8 Authorizing Quit Claim Deed – Reconveyance of 26 Rockland Street # 9 Authorizing Quit Claim Deed – Sale of 63 Warren Street #10 Amendment to Lease to Own Contract – Water Pollution Control Vehicle #11 Authorizing Lease – “Sea Scout” Building #12 Chapters 9 & 19 Special Event Off-Premises Signs #13 Authorizing Quit Claim Deed – Reconveyance of 127 First Street 	City Council City Council City Council City Council City Council Councilor Clayton Councilor Pritchett Councilor MacLellan-Ruf City Council
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11. Orders:

<ol style="list-style-type: none"> #19 Authorizing License Agreement – Brass Compass Tables #20 Accepting Forfeited Assets – P. Solari #21 Authorizing License Agreement – 421 Maine LLC (Awning) #22 Accepting Grant-in-Aid – Snow Marine Park Floats #23 Authorizing Reserve Funds – Water Pollution Control Facility Repairs #24 Authorizing Banner – Bicycle Coalition of Maine #25 Authorizing Letter of Support – Mid-Coast Council of Governments #26 Accepting Design Plan – Mechanic Street Portion of Harbor Trail #27 Authorizing Street Closure & Fee Waiver – Memorial Day Parade #28 Authorizing Bids – Sale of 44 Old County Road 	Councilor Clayton City Manager City Manager City Manager City Manager Councilor Pritchett City Manager Councilor MacLellan-Ruf City Council City Manager
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Executive Session pursuant to Title 1, M.R.S. §405(6)(C) which allows for the discussion of economic development issues when premature disclosure of information would damage the competitive or bargaining position of the City.

12. Adjournment.

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

Name of Applicant LYNN Archer Phone 596-5960

Address of Applicant 1617 Oyster River Rd
Warren, Me 04841

Name of Business The Brass Compass Cafe Phone 596-5960

Address of Business 305 Main St
Rockland, Me 04841

Name of Property Owner (if different) SAME

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business RESTAURANT

Expiration of Current License 5/5/2015

Fee(s) Paid \$ 150.00 Date 3/23/15

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

Applicant's Signature [Signature] Date _____

Approved By: [Signature] License # 5839

Approved _____ Inspected; See Report _____ Code Officer _____ Date _____

Approved _____ Inspected; See Report _____ Fire Inspector _____ Date _____

[Signature]

Police Chief [Signature] Date _____

City Clerk _____ Date _____

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street

Rockland, Maine 04841

Name of Applicant Lynn Archer Phone 691-2436

Address of Applicant 1617 Oyster River Rd
Warren, Me 04864

Name of Business Archer's on The Pier Phone 594-2435

Address of Business 58 Ocean St.
Rockland, Me 04841

Name of Property Owner (if different) Harbor Park LLC

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

Type of Business Restaurant

Expiration of Current License 5/18/2015

Fee(s) Paid \$ 300.00 Date 3/23/15

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

Applicant's Signature [Signature] Date _____

Approved By: [Signature] License # 7563

Approved Inspected; See Report Code Officer 4/7/15 Date

Approved Inspected; See Report Fire Inspector 4/7/15 Date

Approved Inspected; See Report Police Chief 3/23/15 Date

Approved Inspected; See Report City Clerk 4/7/15 Date

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

Name of Applicant Wayne Steeves Phone 596-7556

Address of Applicant 441 Main Street
Rockland ME 04841

Name of Business Rockland Cafe Phone 596-7556

Address of Business 441 Main Street
Rockland ME 04841

Name of Property Owner (if different) SAME

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

Type of Business Restaurant

Expiration of Current License 05/04/2015

Fee(s) Paid \$150 Date 3/20/15

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

Applicant's Signature Wayne J. Steeves Date 3/20/2015

Approved By: _____ License # _____

[Signature] Code Officer 4/7/15 Date
 Approved Inspected; See Report

[Signature] Fire Inspector 4/7/15 Date
 Approved Inspected; See Report

[Signature] Police Chief 3/23/15 Date

[Signature] City Clerk 4/2/15 Date

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

Name of Applicant ALLAN COTA Phone 594.6196

Address of Applicant 488 B MAIN ST
ROCKLAND, MAINE 04841

Name of Business SUNFIRE MEXICAN GRILL Phone 594.6196

Address of Business 488 B MAIN ST
ROCKLAND, MAINE 04841

Name of Property Owner (if different) VINCENT FERRAILO

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business DINE IN RESTAURANT

Expiration of Current License ~~4/2/15~~ 5/17/15

Fee(s) Paid 150.00 Date 4/2/15

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

Applicant's Signature Alan Cota Date 3/31/15

Approved By: _____ License # _____

MA Code Officer 4/7/15 Date
 Approved _____ Inspected; See Report

MA Fire Inspector 4/7/15 Date
 Approved _____ Inspected; See Report

MA Police Chief 4/8/15 Date

MA City Clerk 4/7/15 Date

APPLICATION FOR CITY LICENSE
CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

Name of Applicant THE PEARL ORGANIZATION Phone 594-9889

Address of Applicant 273 MAIN STREET
ROCKALND, MAINE 04841

Name of Business THE PEARL RESTAURANT Phone 594-9889

Address of Business 273 MAIN STREET
ROCKLAND, MAINE 04841

Name of Property Owner (if different) WATERFRONT GROUP

Type of License(s): Liquor Victualer Entertainment
 Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Dealer Other (Specify) _____

Type of Business RESTAURANT

Expiration of Current License 05/11/2015

Fee(s) Paid \$300.00 Date _____

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

Applicant's Signature JIMMY FANNING Date 04/03/2015

Approved By: _____ License # _____

[Signature] Code Officer 4/7/15 Date
 Approved Inspected; See Report See Memo

[Signature] Fire Inspector 4/7/15 Date
 Approved Inspected; See Report

[Signature] Police Chief 4/8/15 Date

[Signature] City Clerk 4/7/15 Date

CITY OF ROCKLAND, MAINE

RESOLVE #16

IN CITY COUNCIL

April 13, 2015

RESOLVE Commendation – John A. Root, Jr.

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #17

IN CITY COUNCIL

April 13, 2015

RESOLVE Commendation – Kenneth C. Elwell

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #18

IN CITY COUNCIL

April 14, 2014

RESOLVE Accepting Donations - Library

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

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

WHEREAS, Jane Bicknell Bryant, donated \$25 to the Rockland Public Library in memory of Doris Huber, to be receipted into the Library Revenue Donations account (#10062-03147) and the same expended from the Library Restricted Donations Expenditure account (#10062-07003); and

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

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

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

Sponsor: City Manager
Originator: City Manager

CITY OF ROCKLAND, MAINE

RESOLVE #19

IN CITY COUNCIL

April 13, 2015

RESOLVE Appointment – Maine Service Center Coalition

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: Mayor Isganitis

Originator: Mayor Isganitis

CITY OF ROCKLAND, MAINE

RESOLVE #20

IN CITY COUNCIL

April 13, 2015

RESOLVE Appointment to MCEDD General Assembly

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis

CITY OF ROCKLAND, MAINE

RESOLVE #21

IN CITY COUNCIL

April 13, 2015

RESOLVE Appointment – Sealer of Weights and Measures

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: Mayor Isganitis

Originator: Mayor Isganitis

CITY OF ROCKLAND, MAINE

RESOLVE #22

IN CITY COUNCIL

April 13, 2015

RESOLVE Appointment – Rockland Port District Board of Trustees

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: Mayor Isganitis

Originator: Mayor Isganitis

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #3

IN CITY COUNCIL

March 9, 2015

ORDINANCE AMENDMENT: Accepting Alternative Sprinkler System Alarms

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 7, Fire Prevention And Suppression, ARTICLE I, Fire & Emergency Medical Services Department, SECTION 7-107, Alarm Systems, BE AMENDED AS FOLLOWS:

Sec. 7-107 Alarm Systems

1. Purpose. In order to protect public safety and welfare and to assure that fire suppression systems for the protection of life and property are fully operational, it is necessary to require that such systems be correctly designed, installed, and maintained.

* * *

4. System Requirements. Alarm Systems in Rockland shall include the following, in addition to requirements imposed by applicable codes and regulations:

* * *

E. Sprinkler System Alarms. Any alarm bell which shall make local, external notification of a sprinkler system flow shall be of the hydraulically-operated water motor gong type, or an effective substitute acceptable to the Fire Chief in his sole discretion. An electric bell shall not be allowed as a substitute.

* * *

First Reading 3/9/15 Sponsor: Councilor MacLellan-Ruf
Originator: Acting Fire Chief
First Publication 3/19/15
Public Hearing 4/13/15
Final Passage _____
Second Publication _____
Effective Date _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #4

IN CITY COUNCIL

March 9, 2015

**ORDINANCE AMENDMENT: Increasing Maximum Number Of
Food Vendors Allowed In Buoy Park**

THE CITY OF ROCKLAND HEREBY ORDAINS THAT CHAPTER 9, Harbor And Waterfront, ARTICLE II, Harbor And Waterfront Facilities And Management, BE AMENDED AS FOLLOWS:

Sec. 9-215 Special Events: Harbor Park, Buoy Park, Snow Marine Park

1. Any organization may apply for permission to hold special events on the waterfront properties owned by the City. Organizations shall provide a certificate of insurance covering the event, agreed upon police assistance for traffic or crowd control and an agreement on set up and clean up of municipal property for the event. Applications for events are available at the Harbor Master Office on the waterfront and, for those events that require the exclusive use of one or more parks, shall be filed with the Harbor Management Commission at least 30 days prior to the event.

2. Public access to Harbor Park shall not be restricted for more than four weekends during the period Memorial Day to Labor Day of each year.

3. Up to ~~two~~ three food vendors may be allowed in Buoy Park, situated between the Lobster Cooker and the Middle Pier, and one food vendor may be allowed at the Municipal Fish Pier, during the season of May 1 to October 31 of each calendar year. Special event organizers granted exclusive use of Buoy Park may charge the Buoy Park vendors a fee at a rate no greater than that charged other concession operators during the event, and may require such vendors to relocate their concession stands to a location with Harbor or Buoy Park where other food concessions are to be located during the event, in which instance the food vendor may reduce their fee paid to such special event organizer by the actual cost of thus relocating. Special event organizers may in no event require a food vendor to cease operations or remove his or her stand from Buoy Park.

In addition, one food vendor may be allowed in Snow Marine Park and one food vendor may be allowed in Johnson Memorial Park during the season of May 1 to October 31 of each calendar year.

4. Organizations, including for-profit organizations, may be allowed to use Harbor, Buoy, or Snow Marine Park between May 1 and October 31 of each calendar year on a recurrent, regularly-scheduled basis that is no more frequent than once per week, for less than 6 hours, so long as such use does not conflict with other special events.

5. Fees for using municipal properties for all events shall be set by Order of the City Council. Requests for waiving of fees shall be directed to the Harbor Management Commission as delegated by the City Council in Sec 2-703.

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

First Reading 3/9/15
First Publication 3/19/15
Public Hearing 4/13/15
Final Passage _____
Second Publication _____
Effective Date _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #5
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 107 First Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

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

The City of Rockland (the "City") and **Michael Reed and Annie Reed** (collectively, the "Grantee") hereby agree to the City's reconveyance of the 2007 Fleetwood mobile home (the "Property") located at **107 First Street** in the City of Rockland, County of Knox, and State of Maine, Rockland Tax Map 58, Block A, Lot 7-107, pursuant to the City of Rockland Code of Ordinances ("Rockland Code"), Chapter 2, Article V, Section 2-509(15) as follows:

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

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

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

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

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

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

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

FY 2015: \$315.50 (plus interest accruing at the rate of **7% per annum**)

Subtotal: **\$315.50;**

3. Payment In Lieu of Taxes. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(2), the Grantee shall, no later than the Reconveyance Deadline, make a

payment to the City of Rockland in the amount that Grantee would have paid in taxes for Fiscal Year 2016, had the City not become the owner of the Property as a result of the statutory foreclosure on the City's lien:

FY 2016 (estimated): \$631.01

Subtotal: \$631.01

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

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

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

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

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

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

9. Remedies.

A. City of Rockland's Remedies. In the event that the Grantee shall fail to perform any term, condition, or obligation set forth in this Agreement within the deadline imposed therefor,

the City shall not be obligated to reconvey the Property to the Grantee, may sell and convey the Property to another party, and shall not be obligated to repay any payment or partial payment made by or on behalf of the Grantee to the City; provided, however, that if the City shall sell the Property within one year of the effective date of this Agreement, the City shall repay to Grantee any payment by or on behalf of the Grantee to the City for taxes, sewer charges, finance charges, insurance coverage, or document preparation to the extent the proceeds of such sale of the Property, less any real estate broker or agent fee or charge, transaction costs, and additional carrying costs incurred by the City, permit.

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

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

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

MICHAEL REED:

Print: _____

WITNESS:

ANNIE REED:

Print: _____

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

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 24 Jefferson Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

RECONVEYANCE AGREEMENT
24 Jefferson Street (Tax Map 26-D-6)

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

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

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

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

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

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

10. Payment of Delinquent And New Sewer Charges. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(1), the Grantee shall, no later than **July 10, 2015** (the "Reconveyance Deadline"), cause to be paid all delinquent water and sewer charges for the Property, and associated lien and service costs, and all water and sewer charges incurred by the City for the Property, in the amount of **\$998.53 as of March 17, 2015**, with interest accruing thereon at the rate of *7% per annum*, and together with any and all additional charges incurred or billed on or after that date;

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

FY 2016 (estimated): **\$2,327.83**

Subtotal: **\$2,372.83**

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the

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

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

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

[Uninspected as of 04/03/15]

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

14. 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;

15. 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);

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

17. 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.

18. Remedies.

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

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

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

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

DAVID M. DANIELLO:

Print: _____

WITNESS:

CHERYL A. DANIELLO:

Print: _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #7
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 19 Franklin Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

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

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

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

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

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

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

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

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

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

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

FY 2016 (estimated): \$2,409.12

Subtotal: **\$2,409.12**

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

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

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

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

[Uninspected as of 04/03/15]

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

24. 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;

25. 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);

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

27. 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.

28. Remedies.

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

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

IN WITNESS WHEREOF, the parties have executed this Reconveyance Agreement as of June ___, 2015.

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

EUGENIE L. HEATH:

Print: _____

WITNESS:

ALAN R. HEATH:

Print: _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #8
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 26 Rockland Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

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

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

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

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

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

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

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

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

Subtotal: **\$1,207.78**

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

FY 2013: **\$2,422.36** (including interest as of April 6, 2015, with interest accruing thereafter at a rate of *7% per annum*)

FY 2014: \$2,298.34 (including interest as of April 6, 2015, with interest accruing thereafter at a rate of 7% *per annum*)

FY 2015: \$2,160.01 (including interest as of April 6, 2015, with interest accruing thereafter at a rate of 7% *per annum*)

Subtotal: \$6,880.71 (as of April 6, 2015, plus interest as aforesaid);

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

FY 2016 (estimated): \$2,114.78

Subtotal: \$2,114.78

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000 (Balance = \$2,114.78 – (mil rate x (assessed value/1,000)));

32. Insurance. The Grantee shall pay or cause to be paid to the City the actual cost to insure the Property during the period of its ownership, in the amount of \$228.00 for FY 2015, on or before the Reconveyance Deadline;

Subtotal: \$228.00

33. Installment Payments. The Grantee shall pay or cause to be paid to the City the entire outstanding balance of Grantee's remaining installment payments owed to the City, together with interest thereon accruing at the rate of 4% *per annum*, which payments were owned to secure the City's March 10, 2009, reconveyance of the same Property to Grantee, following the September 2, 2008, tax lien foreclosure on the Property, having a total outstanding balance of \$2,711.22 as of April 6, 2015, with interest continuing to accrue thereon at the aforesaid interest rate;

Subtotal: \$2,711.22

34. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and report of inspection of the Property on November 19, 2014, the Grantee shall

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

- * installation of operational smoke alarms in or in the immediate vicinity of bedrooms.

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;

35. 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;

36. 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);

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

38. 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 Grantee shall defend, indemnify, and hold the City of Rockland harmless from any and all liabilities, losses, claims, demands, judgments, costs, and expenses (including reasonable attorney's fees) of any nature arising from or in connection with the occupancy, maintenance, and repair of the Property by the Grantee, her guest(s), invitee(s), or permittee(s), or by any trespasser(s), during the period of the City's ownership of the Property.

39. Remedies.

A. City of Rockland's Remedies. In the event that the Grantee shall fail to perform any term, condition, or obligation set forth in this Agreement within the deadline imposed therefor, the City shall not be obligated to reconvey the Property to the Grantee, may sell and convey the Property to another party, and shall not be obligated to repay any payment or partial payment made by or on behalf of the Grantee to the City; provided, however, that if the City shall sell the Property within one year of the effective date of this Agreement, the City shall repay to Grantee any payment to the City by or on behalf of the Grantee made during the period between the

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

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

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

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

ROBIN R. HALL:

Print: _____

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #9
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 63 Warren Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

CURRENT OWNER		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT	
Code	Description	Code	Assessed Value	Code	Assessed Value	Code	Assessed Value	Code	Assessed Value
1	Level	1	Public Sewer	1	Paved	1	Urban	9030	92,600
		1	Public Water	1	Residential	1	Residential	9030	27,300
				7	Multi Units	7	Multi Units	9030	3,000
SUPPLEMENTAL DATA HISTORIC D Other ID: 025-A-000015000 Personal Pro (not used) 25A15 X NOTES TREE GROWT 07 TIF DIST GIS ID: 25A15 Owner Phone Owner Email ASSOC PID#									

RECORD OF OWNERSHIP		BK-VOL/PAGE		SALE DATE		SALE PRICE		V/C	
Yr.	Type	Code	Description	Number	Amount	Comm. Int.	Yr.	Code	Assessed Value
08/15/2014	U	1					2D	2014	1040
01/29/2012	U	1					2F	2014	1040
10/26/1992	U	1					2H	2014	1040
02/09/1989	U	1					2F	2014	1040
02/03/1954	U	1					2H	2014	1040
Total: 127,900 This signature acknowledges a visit by a Data Collector or Assessor									

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Type	Code	Description

ASSESSING NEIGHBORHOOD		NOTES	
NBHD/SUB	NBHD Name	Street Index Name	Batch
0001/A		Tracing	
WHITE - 1A (CAPE, CONVERTED 2 FAMILY KTN - OLD STYLE STAND ALONE STOOP/MINI CAB. FPL2- CHIMNEY WORK & RE-LINE FLUE TO MAKE FUNCTIONAL. UBM-HEAD RESTRICTED & WETNESS. FUEL - GAS MAIN HOUSE/ELECTRIC APT.			

BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Description
C14-127	06/23/2014	C	Complaint
E13-021	09/06/2012	ELEC	Elec Permit

LAND LINE VALUATION SECTION		SPECIAL PRICING	
B #	Use Code	Spec Use	Spec Calc
1	903R City of Rockland 01		

TOTAL LAND VALUES	
Total Card Land Units	Total Land Value
0.17 AC	27,300

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Cd. Ch.	Element	Cd. Ch.
Style	09	Two Family Residential	
Model	01	Average	
Grade	03	Aluminum Siding	
Stories	1.5	Gable/Hip	
Occupancy	2	Asph/F Gls/Cmp	
Exterior Wall 1	26	Plastered	
Exterior Wall 2		Pine/Soft Wood	
Roof Structure	03	Inlaid Slt Gds	
Roof Cover	03	Gas	
Interior Wall 1	03	Forced Air-Duc	
Interior Wall 2		None	
Interior Flr 1	09	3 Bedrooms	
Interior Flr 2	06		
Heat Fuel	03		
Heat Type	04		
AC Type	01		
Total Bedrooms	03		
Total Bthrms	2		
Total Half Baths			
Total Xtra Fixtrs			
Total Rooms	9		
Bath Style	02		
Kitchen Style	01		

CONSTRUCTION DETAIL (CONTINUED)	
Code	Description
903R	City of Rockland 01
MIXED USE	
	Percentage 100
COST/MARKET VALUATION	
Adj. Base Rate:	69.17
Net Other Adj:	132,115
Replacc Cost	10,000.00
AYB	142,115
EYB	1775
Dep Code	1969
Remodel Rating	A
Year Remodeled	
Dep %	36
Functional Obslnc	0
External Obslnc	0
Cost Trend Factor	1
Condition	
% Complete	64
Overall % Cond	91,000
Apprais Val	0
Dep % Ovr	0
Dep Ovr: Comment	
Misc Imp Ovr	0
Misc Imp Ovr: Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr: Comment	

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Description	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Chd	%Cnd	Apr Value
FGRI	GARAGE-AVE	L	300	16.00	2005			A	50		50	2,400
SHD1	SHED FRAME	L	160	8.00	2005			A	50		60	600
FPL2	1.5 STORY CH	B	1	2,500.00	1969			E	64		64	1,600

BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value	
BAS	First Floor	1,336	1,336	1,336	69.17	92,411	
EAF	Attic, Expansion, Finished	349	998	349	24.19	24,140	
FOP	Open Porch	0	126	25	13.72	1,729	
UBM	Basement, Unfinished	0	998	200	13.86	13,834	
Ttl. Gross Liv/Lease Area:					1,685	3,458	142,115



CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #10
IN CITY COUNCIL

April 13, 2015

ORDINANCE AMENDMENT Amending Lease to Own Contract – Capital Equipment

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

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

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

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

Sponsor: Councilor Clayton
Originator: City Manager

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #11
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing Lease – “Sea Scout” Building

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: Councilor Pritchett
Originator: City Manager

COMMERCIAL LEASE AGREEMENT

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

WITNESSETH:

WHEREAS, the City owns an approximately 880 square foot unoccupied wood-framed structure, formerly occupied by the Sea Scouts, together with accessible entrance ramp, deck, stairs, and patio, at Snow Marine Park, 51 Mechanic Street, Rockland, Maine (the "Sea Scout Building"); and

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

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

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

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

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

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

To the North: 8 feet;

To the East: to the Sharp's Point South, LLC property line;

To the South: 45 feet, including patio;

To the West: 8 feet;

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

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

June, July, August, and September: \$420.00 / month;

October 2015 through May 2016: \$200.00 / month.

B. Additional Rent.

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

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

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

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

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

45. Use. The Museum may use the Premises for storage and classes. Breakwater Kayak may use the Premises for kayak and stand up paddle board tours, rentals, and storage. Tenant shall not use the Premises for the sale of alcohol or alcoholic beverages, or for the purposes of storing, manufacturing or

selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device;

35. Term.

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

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

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

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

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

- A. Licensees may not sublet or otherwise permit the use or occupancy of the Premises, or any portion thereof, by any third party;
- B. Licensees may not play, show, or operate any audio or visual device, and may not store any items, outside the Sea Scout Building on City property;
- C. Licensees may not serve and shall prohibit the consumption of alcoholic beverages in or around the Premises;
- D. Licensees may not place or maintain any container (other than closed containers for solid waste storage), shed, outbuilding, storage rack (except one kayak storage rack), or tables and chairs (except within the patio) on the exterior of the Premises;

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

37. Signage. Subject to the City's pre-approval as to size, materials, content, and other matters regulated under the Rockland Code of Ordinances, Licensees shall have the right to place up to two signs at the Premises: one sign on up to two sides of the Sea Scout Building. Breakwater Kayak may

place one portable sign in the Mechanic or Snow Street rights of way.

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

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

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

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

40. Default. Tenant shall be in Default if one of the Tenants breaches any term or condition of this Lease, or fails to make a payment when or in the amount due. Each such breach or failure to make payment shall constitute a separate Event of Default. If such default is (A) the non-payment of rent when or in the amount due, and if said default continues for fifteen (15) days after written notice thereof by the City, or is (B) a breach of any of the other covenants or conditions to be kept, observed, and performed by Tenant and such default continues for thirty (30) days after written notice thereof by the

City, the City may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, the City may re-enter and take possession of the Premises to the exclusion of the Tenant. The City shall have, in addition to the remedy above provided, any other right or remedy available to the City on account of any Tenant default, either in law or equity. The City shall use reasonable efforts to mitigate its damages. Without limiting or waiving the foregoing rights, upon Tenant's failure to perform any obligation under this Lease including, without limitation, the payment of utilities, insurance, maintenance, or repairs, the City shall have the right, but not the obligation, to perform and/or pay for such obligation(s), and any costs incurred by the City in connection therewith shall be paid by Tenant to the City upon written notice and demand therefor;

41. Termination. The City may terminate this Lease prior to the expiration of the Term, without notice, if, in the sole discretion of the City Manager, the City determines that Tenant is in Default, as hereinafter defined, or shall have violated any applicable law, regulation, or rule ("Cause"). Cause shall include, but not be limited to, Tenant's service of alcohol or allowance of the consumption of alcohol within the Premises. In the event of the termination of this Lease by the City Manager for Cause, no part of the Rent shall be refunded to Licensees, notwithstanding anything to the contrary herein.

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

42. Maintenance, Alterations, And Improvements.

- A. During the Initial Term, Renewal Term(s), and holdover, if any, Tenant shall make, at Tenant's expense, all other repairs, replacements, alterations, or improvements needed for the Tenant's use of the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises, except for major mechanical systems not installed by Tenant, and the roof, subject to the obligations of the parties otherwise set forth in this Lease.
- B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises, so long as said installations do not alter the character or limit the utility of the

Premises.

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

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

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

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

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

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

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

49. Representations and Warranties.

A. The City's Representations and Warranties:

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

B. Tenant's Representations and Warranties:

- (1) Corporate Existence. Tenant represents that it is in good standing with the Maine Secretary of State, and is authorized to do business in Maine;

- (2) Authority to Lease, Tenant represents and warrants that it is authorized to enter into this Lease, accept the Premises from the City, perform the obligations imposed by this Lease, and pay the Rent; and
- (3) Financial Capacity. Tenant represents and warrants that it has sufficient financial capacity and credit worthiness to complete its undertakings in this Lease;

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

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

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

If to the City to:

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

If to Tenant to:

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

and

Mark DiGirolamo
Breakwater Kayak Co., LLC
P.O. Box 983
Rockport, ME 04856
(207) 596-6895

info@breakwaterkayak.com

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

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

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

55. Miscellaneous.

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

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

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

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

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

F. Compliance with Law. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to

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

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

Attest: City of Rockland, Maine (the "City"):

Stuart H. Sylvester, Clerk

By: James D. Chaousis II
Its: City Manager

As to Form:

Kevin J. Beal, City Attorney

Witness: The Sail, Power, And
Steam Museum ("Tenant"):

Print: _____

by: _____
its: _____

Witness: Breakwater Kayak Company, LLC:

Print: _____

by: _____
its: _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #12

IN CITY COUNCIL

April 13, 2015

**ORDINANCE AMENDMENT: Authorizing Limited Off-Premises Signage For
Special Events on City Property**

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

Chapter 9 Harbor And Waterfront

Article II Harbor And Waterfront Facilities and Management

Sec. 9-215 Special Events: Harbor Park, Buoy Park, Snow Marine Park

1. Any organization may apply for permission to hold special events on the waterfront properties owned by the City. Organizations shall provide a certificate of insurance covering the event, agreed upon police assistance for traffic or crowd control and an agreement on set up and clean up of municipal property for the event. Applications for events are available at the Harbor Master Office on the waterfront and, for those events that require the exclusive use of one or more parks, shall be filed with the Harbor Management Commission at least 30 days prior to the event. The Harbor Management Commission shall be the review authority for special events in and requiring the exclusive use of one or more waterfront parks; the Harbormaster in consultation with the City Manager shall be the review authority for special events in waterfront parks that do not require the exclusive use of park(s). Applications shall be reviewed and granted, granted with conditions, or denied on the basis of reviews and recommendations by the Police Chief, Fire Chief, and Harbormaster, and conformity of the proposed special events with any criteria and limitations imposed thereon by any order or policy of the City Council.

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

- A. Do not exceed 32 sq. ft. in area each;
- B. Are placed no sooner than 14 days prior to the start of the special event, and are removed within 24 hours of the end of the special event;
- C. The sign locations meet all the requirements in the Rockland Sign Ordinance, Ch. 19,

Art. III, Sec. 19-315(3)(E) – Placement, except for subsection 19-315(3)(E)(4); and

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

2. Public access to Harbor Park shall not be restricted for more than four weekends during the period Memorial Day to Labor Day of each year.

* * *

4. Organizations, including for-profit organizations, may be allowed to use Harbor, Buoy, or Snow Marine Park between May 1 and October 31 of each calendar year on a recurrent, regularly-scheduled basis that is no more frequent than once per week, for less than 6 hours, so long as such use does not conflict with other special events.

5. Fees for using municipal properties for all events shall be set by Order of the City Council. Requests for waiving of fees shall be directed to the Harbor Management Commission as delegated by the City Council in Sec 2-703.

Chapter 19 Zoning And Planning

Article III Zoning Ordinance

Sec. 19-315 Signs

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

* * *

B. Prohibited Signs

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

* * *

C. Exempt Signs.

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

* * *

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

Sponsor: Councilor MacLellan-Ruf
Originator: City Manager

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #13
IN CITY COUNCIL**

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 127 First Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

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

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

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

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

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

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

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

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

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

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

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;

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

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

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

38. Remedies.

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

B. Grantee's Remedies. In the event that the Grantee shall sign this Agreement and fully perform all obligations imposed herein, and the City of Rockland shall have authorized the reconveyance but fail to release its interest in the Property for reasons other than a breach of this Agreement by the Grantee, or the destruction of the Property, the City shall either reconvey the Property to the Grantee, or pay to the Grantee any sums realized from the sale of the Property, less any amounts owed to the City pursuant to this Agreement and/or incurred by the City with respect to the Property. Grantee shall have no such remedy, and no rights in the Property arising from this Agreement, if Grantee fails both to sign this Agreement and perform all of Grantee's obligations hereunder. Notwithstanding anything to the contrary in this Agreement or in the

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

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

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

TIMOTHY PERKINS:

Print: _____

WITNESS:

BRENDA PERKINS:

Print: _____

CITY OF ROCKLAND, MAINE

ORDER #19

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing License Agreement – Brass Compass Tables

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: Councilor Clayton
Originator: Brass Compass Cafe

LICENSE AGREEMENT

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

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

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

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

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

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

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

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

- A. Licensee shall not place or allow any third party to place or move Licensee's tables or chairs or other property at or to any location outside the License Premises. Licensee has the sole obligation and burden of assuring that her patrons and property remain within the License Premises;
- B. Licensee shall neither conduct nor permit any food preparation; nor place or allow any greeting stand, bussing station, or storage facility; nor play, show, or operate any audio or visual device; nor use or store any cooling, refrigeration, or other equipment or devices, in the License Premises;
- C. Licensee may not serve and shall prohibit the consumption of alcoholic beverages in or around the License Premises;
- D. Licensee shall keep the License Premises, and tables and chairs placed therein, in a clean, neat, and orderly condition at all times;
- E. Licensee may not affix or attach any table, chair, or other item to the ground in the License Premises in any manner, nor cordon off or establish any barrier to the public's access to or use of such tables and chairs in the License Premises;
- F. Licensee may not place, and shall remove if placed by any third party, any commercial logos, promotional materials, or other advertising for Licensee's or any other business or enterprise (other than the existing awning attached to the Brass Compass building) within or over the License Premises or the Park;
- G. Licensee shall permit and welcome members of the public to use, within the License Premises, any or all of the tables and/or chairs placed by or for the Licensee within the License Premises. Licensee may in no way, explicitly or by implication, restrict the use of the License Premises or Licensee's tables and chairs therein to patrons of the Licensee's business(es). Notwithstanding the foregoing, Licensee may exclude from the License Premises any unruly, intoxicated, or disruptive persons, consistent with Licensee's policies or practices for removing such persons from the interior of Licensee's restaurant;
- H. Licensee shall be responsible for the repair of any damage that occurs within the License Premises during the term of this License Agreement;
- I. Licensee shall secure and maintain property insurance for the License Premises, and liability insurance covering occurrences within the License Premises in amounts not less than

\$1,000,000/occurrence and \$3,000,000/ aggregate, and shall cause the City to be named therein as an additional insured. Licensee shall cause an original certificate of such insurance to be submitted to the City prior to Licensee's use of the License Premises. Licensee shall keep current such liability insurance coverage throughout the term of this License Agreement;

- J. Nothing herein is intended nor shall be deemed to grant to Licensee or any other party any property or other right, title, or interest in the real and personal property subsumed within the License Premises. Nor does the grant of the permissions set forth in the License Agreement establish any precedent for or subsequent right to the renewal of such license and/or permissions in the future;
- K. License shall not make or permit any construction, reconstruction, demolition, or other activity affecting the condition of the License Premises. Any improvements to or in the License Premises by, on behalf of, or with the permission of the Licensee shall become the property of the City, without cost and free and clear of any lien or other encumbrance or claim;

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

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

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

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

- A. if (1) the City Council shall have adopted a plan for the rehabilitation or improvement of the Park and/or the surrounding City sidewalk(s), and (2) work is to commence to implement such plan within the effective period of this License, which work – in the sole discretion of the City Manager – requires the suspension or termination of this License and the removal of the tables and chairs, Licensee shall cease her use of the Park for seating and service, and shall remove the tables and chairs from the Park until informed by the City that such use may resume; or
- B. without notice, if the City Manager, in consultation with the Code Enforcement Officer or other City staff member of competent jurisdiction, finds that Licensee is in violation of any condition, term, obligation, or requirement of this License Agreement or other applicable law, regulation, or rule (“cause”). Cause shall included, but not be limited to, Licensee’s service of alcohol or allowance of the consumption of alcohol within the License Premises at any time during Licensee’s business hours or while Licensee or any employee or other agent of Licensee shall be present at 305 Main Street. In the event of the termination of this License Agreement by the City Manager for cause, no part of the Fee shall be refunded to Licensee, notwithstanding anything to the contrary herein.

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

9. Miscellaneous.

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

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

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

D. This License Agreement sets forth the entire agreement between the

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

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

WITNESS:

CITY OF ROCKLAND, MAINE:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II,
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

LYNN W. ARCHER:

Print: _____

3/11/15

Dear Mayor & Members of City Council,

I would like to request to be on the next council meeting regarding BRASS COMPASS USE of 10' of space in Winkus Holbrook Park. Thank you for your consideration.

Best Regards

John Archer

CITY OF ROCKLAND, MAINE

ORDER #20

IN CITY COUNCIL

April 13, 2015

ORDER Accepting Forfeited Assets – Peter Solari

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

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

Sponsor: City Manager

Originator: Police Department

STATE OF MAINE
Kennebec, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-15-151

State of Maine	}	
	}	
v.	}	Municipality of Rockland
	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Peter Solari,	}	
a/k/a Peter Barrett Solari,	}	
Peter B. Solari	}	
Defendant;	}	
	}	
And	}	
	}	
\$3,900.00 U.S. Currency	}	
Defendant(s) In Rem #1	}	
	}	
One Taurus PT 92 9mm handgun,	}	
Serial # TGW85944,	}	
One Taurus PT 247 45 cal. Handgun,	}	
Serial #NET72772	}	
Defendant(s) In Rem #2	}	

NOW COMES the municipality of Rockland, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem #1 (\$975.00 U.S. Currency), or any portion thereof, on the grounds that the Rockland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Rockland, Maine does hereby approve of the transfer of the Defendant(s) in Rem #1, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Rockland municipal legislative body on or about

_____.

Dated: _____

Municipal Officer
Rockland, Maine
(Impress municipal legislative body seal here)

CITY OF ROCKLAND, MAINE

ORDER #21

IN CITY COUNCIL

April 13, 2015

ORDER Granting License For Awning Over Sidewalk At 421 Main Street

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Manager

Originator: Code Enforcement Officer

LICENSE AGREEMENT

THIS AGREEMENT by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and 421 MAINE LLC, with its principal place of business in Rockland, Maine (the "Licensee"), is effective April 15, 2015, in consideration of the mutual covenants of the parties hereto as follows:

1. Grant of License. Pursuant to City of Rockland Code of Ordinances, Ch. 15, Art. I, Sec. 15-137, the City grants to Licensee a non-exclusive license to install an awning at 423 Main Street identified as Tax Map Lot _____ (the "Premises"), which awning has dimensions of 48"W x 50" Drop x 30" Projection and installed no less than 8' above the sidewalk, and installed pursuant to Rockland Code, Ch. 15, Art. I, Sec. 15-106. The installation authorized herein is subject to the review and approval of the Rockland Code Enforcement Officer or his designee, which approval shall not unreasonably be withheld;

2. Term. The Term of this License Agreement shall be ten (10) years, commencing on April 15, 2015, and terminating at midnight on April 15, 2025; provided, however, that this License Agreement may be renewed for one additional, ten-year term upon the mutual, written agreement of the City and Licensee. Notwithstanding the foregoing, this License Agreement shall terminate ninety (90) days following the earlier of (A) written notice by Licensor terminating this License Agreement any time after the City Manager determines that (1) the Awning extending over the traveled way poses an unreasonable risk to the public or City personnel or equipment and that (2) no alternative remedy is reasonably available, or (B) Licensee's conveyance of all or substantially all of Licensee's interest in the Premises to a third party. Within ninety days of the termination of this Agreement, Licensee or its successor shall cause the removal of that part of the Awning that is not in conformance with Rockland Code, Ch. 15, Art. I, Sec. 15-106, except as the parties may otherwise agree, in a signed writing;

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

4. Construction; Maintenance; Default. Licensee shall be fully and solely responsible for the construction and/or costs of the improvement(s) authorized in this License Agreement, and the City shall have no responsibility or liability therefor. Licensee shall maintain the Awning in a safe and presentable condition throughout the Term 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;

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

6. Miscellaneous.

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

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

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

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

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

WITNESS:

CITY OF ROCKLAND, MAINE:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II,
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

421 MAINE LLC

Print: _____

by: _____

its: _____

Stuart Sylvester

From: Peter Masin-Peters <421mainellc@gmail.com>
Sent: Monday, March 16, 2015 4:15 PM
To: ssylvester@ci.rockland.me.us
Subject: Awning 423 Main St.

Hi Stuart,

I am requesting permission from the City of Rockland to have an awning installed over an entrance to my building at 423 Main St. It will be installed by Barnes Awning, from Warren. The specifications on the awning are 48"W x 50" drop x 30"projection, with an elevation of 8' off the sidewalk. The awning will be black and the letters 423 will be the only lettering on it. We are seeking to have approval as soon as possible. Thanks again. As you mentioned on the phone when we spoke, John Root has forwarded the images of what the awning will look like. Please call me for any other information you may need.

Thanks in advance,
Peter Masin, 421 Maine LLC
421-423 Main St Rockland



423

Errol R. Emery
Attorney at Law
Child, Family, Adult

120

CITY OF ROCKLAND, MAINE

ORDER #22

IN CITY COUNCIL

April 13, 2015

ORDER Accepting Grant-in-Aid – Snow Marine Park Floats

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

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

Sponsor: City Manager

Originator: Harbor Master



**STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY**

**22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022**

**PAUL R. LEPAGE
GOVERNOR**

**WALTER E. WHITCOMB
COMMISSIONER**

March 20, 2015

Edward Glaser, Harbor Master
City of Rockland
270 Pleasant St,
Rockland, ME 04841

RE: Replacement Float Grant
Snow Marine Park
Rockland, Maine

Dear Mr. Glaser:

Relative to the City of Rockland's request for a Grant-in-Aid from this Program for the referenced facility, please be advised that this Bureau is willing to provide nine (9) 6 ft. x 16 ft. wooden boarding floats for improvements to the City of Rockland's boat launch facility at the Snow Marine Park. Three floats will be ready for pick up in the spring of 2015 and the remainder in the spring of 2016. This Grant-in-Aid is made pursuant to 12 M.R.S.A., Section 1899, and subject to the following terms and conditions.

In consideration of the acceptance of this assistance, it is expressly understood and agreed that City of Rockland shall:

1. Indemnify, defend and hold the State, its agents and employees harmless against all claims, expenses, causes of action, judgments, damages and injuries arising out of the maintenance, operation, use or construction of the boat facility and any real or personal property used in connection therewith;
2. Keep the boat facility open for use by the general public as an outdoor recreational boating facility for the life of the facility.
3. Maintain the boat facility in good order and condition, in compliance with all applicable laws and in a manner to provide a neat and attractive appearance;
4. If any fees are charged for use of the Facilities, such fees shall be nondiscriminatory in nature and shall have received the prior approval of the State Bureau of Parks and Lands; and
5. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, indicating the availability of the Facilities to the general public.

18 ELKINS LANE, HARLOW BUILDING

PHONE: (207) 287-2211

www.maine.gov/dacf

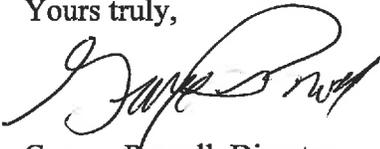
FAX: (207) 287-8111

RE: Replacement Float Grant
Snow Marine Park
Rockland, Maine

Attached for your information are recommended maintenance practices for the proper care of the floats we are providing. Failure to properly maintain the floats may reduce their useful life which may affect the recipient's ability to obtain further replacements from this program

We will proceed with the grant upon receipt of the City of Rockland's acknowledgment and acceptance of the above conditions. Please sign below and mail to me at: 22 SHS, Augusta, ME 04333-0022.

Yours truly,



George Powell, Director
Boating Facilities Program
Bureau of Parks & Lands

The above conditions are understood and agreed:

CITY OF ROCKLAND

Signature

Type or print name and title

enc. (1)

cc: William Cunningham w/o enc.

CITY OF ROCKLAND, MAINE

ORDER #23

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Use of Reserve Funds – Water Pollution Control Facility Repairs

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Manager

Originator: Water Pollution Control Director

City of Rockland
Pollution Control Facility
40 Tillson Avenue
ROCKLAND, MAINE 04841-3417
(207) 594-0324
FAX (207) 594-0325
Rockland, City of Promise—Gateway of the Penobscot

MEMO

March 17, 2015

This memo is to outline the needs required to conduct three critical time sensitive projects at the Wastewater Pollution Control Facility (WPCF).

1. Project one is the replacement of a Model 50 Duplex Basket Strainer. The 2000 pound strainer is a remnant part from 1971. The part is in critical need of replacement and its failure is eminent. The estimate for the strainer replacement and installation is \$25,000.
2. Project two is the repair of the plant head-works influent flume channel. It is the opinion of the concrete repair contractor that the resin system installed at the time of construction (15 years ago) has degraded allowing seepage outside the building which will only get worse with time. The brick masonry on the outside will be removed and the leak will be chased to the origin. A water reactive urethane grout will be used to stop the leak. The leak repair is high up on the stairwell wall. The source of the leak appears to be coming in from weep holes on the north side of the building. The repair will consist of injecting water reactive urethane grout along the seam between the concrete block on the inside seal area. The combined cost of both repairs is estimated to be \$9,500.
3. The third project is the removal of grit from 4 locations. The dry weather well, the wet weather well, the chlorine contact chamber and the Vortex separator all need to have accumulated grit removed to prevent costly wear and tear on plant pumps and process equipment. All 4 locations are difficult to access and are permit required confined spaces. The removal of grit from these locations will increase the longevity of the plant pumps and equipment as well as increase the efficiency of the treatment process. Scheduled annual grit removal at the beginning of the treatment process will be scheduled moving forward as a proactive preventative maintenance. The total Cost of grit removal from the 4 plant locations with disposal is estimated at \$6,500.

Total cost for all three projects \$41,000.

Let me know if you should need anything else. Attached are the estimates for the 3 projects.

Sincerely,

David St. Laurent
Environmental Compliance Manager/Assistant Director Rockland WPCF

CITY OF ROCKLAND, MAINE

ORDER #24

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Banner – Bicycle Coalition of Maine

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: Councilor Pritchett

Originator: Bicycle Coalition of Maine



April 1, 2015

Board of Directors

Larry Rubinstein, Scarborough
President
Phil Coffin, Carrabassett Valley
Vice President
Pamela Fischer, New Gloucester
Vice President
Bill Muldoon, Harpswell
Secretary
Peggy Stewart, South Portland
Treasurer

David Auclair, East Winthrop
Lauri Boxer-Macomber, Portland
Andrew Dalley, Rockport
Peter Garrett, Winslow
Michael Hayes, Pownal
Mark Ishkanian, Readfield
Tyler Kidder, Falmouth
Jennifer Ladd, Scarborough
Charley LaFlamme, Ogunquit
Founder
David Lipman, Vassalboro
Peter Millard, Belfast
Robert Rand, Lewiston
Dean Read, Bar Harbor
Fred Robie, Freeport
Mike Smith, Presque Isle
Peter Toohey, Norway
Dick Vermeulen, Bremen
Tina West, Yarmouth

Emeriti

John Bailick, Brunswick
Jane Self, Camden

Dear Rockland City Councilors,

I am writing today to request your approval for the Bicycle Coalition of Maine to display a Maine Lobster Ride Banner across Main Street from July 6-20, 2015, to help us promote the 14th annual Maine Lobster Ride to area residents and visitors.

The Maine Lobster Ride is the Bicycle Coalition of Maine's largest annual fundraiser, but most importantly it is our greatest opportunity to encourage more people to bike for recreation, fitness, transportation or fun in the Midcoast area. **We want to be sure every area resident knows the Lobster Ride is taking place on July 19th this year, and that they can come join us!**

The ride attracts nearly 900 riders each year, 75 volunteers, and many spectators who come out to enjoy the day. We have five different biking routes for attendees to choose from: from a family-friendly 15-mile route to a 100-mile century ride that is a great fitness challenge for cyclists of all ages. After the ride, participants enjoy a delicious lobster roll lunch!

Through the Lobster Ride, we are proud to encourage visitors from near and far to visit to Rockland to bicycle throughout the year, and hope to encourage more and more area residents to partake in the wonderful riding you have in the area as well. **We hope that you will join us this year at the ride, too!**

Please let me know if you need any additional details from me by contacting me at liz@bikemaine.org or at 623-4511. I have enclosed some informational cards about the ride and the Coalition, and would be happy to answer any questions!

Thank you so much for considering this request, and all the best,

Liz Hall

Event & Development Director
Bicycle Coalition of Maine

CITY OF ROCKLAND, MAINE

ORDER #25

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Letter of Support for the Mid-Coast Council of Governments to Apply for Designation as an Economic Development District with the Economic Development Administration and to Become a Dues Paying Member of the Mid-Coast Council of Governments

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

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

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

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

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

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

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: City Manager

Originator: Community Development Director

March 30, 2015

Paul Matyskiela
Interim Regional Director
U.S. Economic Development Administration
The Curtis Center, Suite 140 South
601 Walnut Street
Philadelphia, PA 19106-3323

Dear Mr. Matyskiela,

The City of Rockland Maine would like to express our support and enthusiasm to be served by a designated Economic Development District. We recognize the value that participation in an EDD brings to our region and community, and wish to continue being an active participant in regional economic development efforts in partnership with our fellow Mid-Coast communities and the Economic Development Administration.

It is, however, unfortunate that our current EDD, the Mid-Coast Economic Development District (MCEDD), is unsustainable due to the chronic lack of commitment to provide financial support from one member County. The constant refusal by this County to contribute funding to MCEDD has eroded support among other member Counties, such as our own County - Knox, who were previously contributing the entirety of requested membership dues. It has simply become too difficult to continue funding MCEDD when all participating members are not making a good faith effort to contribute to the organization financially.

Therefore, in order to preserve an EDD in the Mid-Coast Rockland would like to express our strong support for the EDD designation to be transferred to the Mid-Coast Council of Governments (MCOG). MCOG has demonstrated true and unwavering commitment to regional cooperation, particularly related to economic development. We believe MCOG is more than capable of supporting the services and level of staffing necessary for a well performing EDD.

MCOG is also committed to continuing the partnership formed through MCEDD with municipalities and counties in the northern portion of the district, such as Rockland. MCOG has actively reached out to the City of Rockland and invited us to join MCOG. We believe this further demonstrates MCOG's sincerity in ensuring the continuation of an inclusive Mid-Coast EDD, which is fully supported by the City of Rockland.

Sincerely,

James D Chaousis II
City Manager
City of Rockland

To: *Jim Chaousis, City Manager*
From: *Audra Caler-Bell, Community & Economic Development Director*
Date: *March 31, 2015*
CC: *Mayor Isganitis, Cr Clayton, Cr Geiger, Cr MacLellan-Ruf, Cr Pritchett*
Re: *Rockland Participation in the Mid-Coast's Regional Economic Development District*

The purpose of this memo is to provide the necessary background for Council to make a determination regarding the City of Rockland's participation in the Mid-Coast region's economic development district. While I normally endeavour to keep these memos brief I believe the Council needs appropriate context and historic information on the role and importance of Economic Development Districts (EDD's), Mid-Coast Economic Development District (MCEDD) and Mid-Coast Council of Governments (MCOG) in order to make an informed decision.

Establishment of MCEDD : 2007 – 2011

In 2007 MCEDD was designated by the Economic Development Administration (EDA) as the Mid-Coast's Economic Development District (EDD). At this stage MCEDD consisted of Lincoln County and the Mid-Coast Council of Governments (MCOG) region, which includes Sagadahoc County and Brunswick and Harpswell. All communities and Counties in Maine are covered by one of the 7 regional EDD's. This provides a significant advantage to Maine communities in competing for Federal funding as membership to an EDD brings automatic eligibility to EDA (and other federal agencies) funding programs. EDD's also bring direct funding from the EDA to their regions for regional economic development planning, which must be matched through membership dues contributed by members.

Almost since the District's formation MCEDD has been plagued by a continuing annual refusal by one of its members, Lincoln County, to fund the county's share of membership dues required to support the District's operating expenses and match to the annual EDA planning grants. This problem has persisted since 2008, prior to Knox County (and by extension the City of Rockland) participation in MCEDD. For too many reasons that are not worth going into, Lincoln County's lack of commitment to funding MCEDD persisted despite warnings from the EDA of the district being terminated and the tireless efforts of MCEDD Board Members from Sagadahoc and Cumberland County to resolve the many of the issues causing Lincoln County's refusal to fund MCEDD.

It is also important to note that in order to sustain MCEDD, MCOG was the sole source for all funds that sustained the operations of MCEDD, including matching funds for EDA planning grants.

Inclusion of Knox and Portions of Waldo Counties in MCEDD: 2011 – 2015

In 2011 when EDD boundaries were realigned across the entire State, Knox and portions of Waldo County left Eastern Maine Development Corporation (EMDC) and joined MCEDD and the newly established board. MCEDD's new board, including Knox County board members, developed a new funding formula for MCEDD based on population and assessed valuation designed to provide adequate resources for the district and match to the EDA's grant. Importantly, the new funding model was to be contributed by each partner county in order to bring the funding model in line with Knox, and particularly, Lincoln County's established method of funding regional economic development.

The new funding formula went into effect with the District's July 1, 2013-June 30 2014 fiscal year. For FY14 MCOG (Sagadahoc and Cumberland Counties), Knox and Waldo Counties all contributed the full amount of membership dues to MCEDD as requested under the new funding formula. The only participating member of MCEDD that refused to fund the organization was Lincoln County, despite their participation in the development of the new funding model and insistence on county-sponsored funding.

MCEDD's Current Funding Crisis and Lack of Sustainability

Despite Lincoln County's continued refusal to contribute funding to MCEDD, the MCEDD Board did not impose any consequences on Lincoln County, which eroded support amongst other member counties, most notably Knox County. Knox County took the position that if Lincoln County was not going to fund MCEDD, neither would they. Therefore, when Lincoln County announced that it would again not fund the district in the 2015-16 fiscal year, Knox County followed through by reducing its funding level to 35% of the amount required under the funding structure. Following Knox County's decision to drastically reduce its funding of MCEDD beginning in July 1, 2015, Sagadahoc County, and the Towns of Brunswick and Harpswell informed MCOG that they would cease their funding of the district, which they provide through MCOG, altogether on that date. MCOG informed the MCEDD board of Sagadahoc County's decision at its January 23rd board meeting. This was a significant financial blow to MCEDD because MCOG's contribution at over \$100,000 is above and beyond the required level of dues Sagadahoc County, Brunswick and Harpswell are required to contribute to MCEDD.

In summary, Lincoln County's unwillingness to provide its equitable share of MCEDD funding over the past seven years ultimately resulted in the current situation wherein the district's other partners are unable both politically and financially to maintain their commitments, placing MCEDD in an untenable financial position beginning July 1, 2015. With only \$12,000 in local funding pledged, MCEDD will be unable to accept EDA planning funds and will thus be unable to carry the duties of an EDA-designated Economic Development District.

EDD Designation to MCOG

Though MCOG will no longer be able to pass Sagadahoc County funds through to MCEDD, MCOG is strongly positioned to serve as the designated EDD for the Mid-Coast region using its membership model, which will allow counties and individual communities to support the district as they see fit. Under this structure interested communities of Lincoln, Knox and Waldo Counties will pay dues to MCOG and be able to fully participate in the EDD and its benefits without being excluded due to the Counties' withholding of funding.

MCOG informed the MCEDD Board of Directors of their intention to seek the Mid-Coast EDD designation in order to sustain the services, staff and programs currently managed by MCEDD. MCOG also recognized that there are many communities within the district that wish to partner in and fund this effort, and is therefore committed to offer membership to all MCEDD towns or counties on an equitable and cost effective basis. At its meeting of January 23rd, 2015 the MCEDD Board of Directors voted 17-2 in favour of supporting MCOG to seek the EDD designation for the Mid-Coast region.

MCOG has determined a funding formula to allow interested municipalities in Knox, Lincoln and Waldo Counties to pay membership dues and join MCOG. Dues are based on a \$0.75 per person rate, which equates to \$5,455 for the City of Rockland.

Recommendation to Council:

Given the history outlined above I recommend the City of Rockland actively supports MCOG in seeking designation from the EDA as the Mid-Coast Region's Economic Development District. Should MCOG be successful in receiving this designation I further recommend that the City of Rockland contributes \$5,455 in membership dues to MCOG. It is essential for Rockland to be a member of an EDD to ensure eligibility for EDA projects and given our numerous current and potential capital projects, particularly the refurbishment of the Municipal Fish Pier. It is also prudent for the City to guarantee our eligibility for every possible source of Federal funding as these grants are often a critical component of moving forward with large scale projects Rockland may wish to pursue.

CITY OF ROCKLAND, MAINE

ORDER #26

IN CITY COUNCIL

April 13, 2015

ORDER: Approving the final design for the Mechanic Street segment of Harbor Trail and authorizing a Request for Proposals for construction of this segment of the trail.

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

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

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

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

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

Sponsor: Councilor MacLellan-Ruf

Originator: Harbor Trail Committee

MEMORANDUM

To: *Jim Chaousis, City Manager*
From: *Audra Caler-Bell, Community & Economic Development Director*
Date: *March 23, 2015*
CC: *Mayor Isganitis, Councilor MacLellan-Ruf, Kevin Beal, City Attorney, Sandy Billington*
Re: *Harbor Trail – Mechanic Street Segment*

The purpose of this memo is to provide additional context for the project to construct the Mechanic Street segment of Harbor Trail in order to assist Council in their decision making regarding the approval of the design for this portion of Harbor Trail.

Over the past year the Harbor Trail Committee has been working with Landmark Engineering to develop a final design for the Mechanic Street segment of Harbor Trail. The Committee was exhaustive in reviewing various options in relation to materials, route, method of construction, etc. to arrive at the design option which is being recommended to Council. Key features of this design include:

- The trail will run from the southerly line of Mechanic Street from Snow Marine Park entrance to the entrance to the intersection with Atlantic Street. This segment will connect with the next segment of the trail planned to be constructed along Atlantic Street.
- Easements, the railroad right of way and safety for pedestrians and motorists were all carefully considered in developing the specific route for the trail and developing solutions to ensure its separation from the road.
- Stone dust with a gravel base was chosen as the material the trail will be constructed from due to a number of factors including cost, ease of maintenance, drainage.

It should also be noted that cost was a major factor in determining a design for this trail. Council approved and accepted \$35,000 in State Government Recreation Trails Program funds which it matched with \$20,000 from FY15 Fisher TIF revenue for the construction of this segment of the trail (Order #94 – December, 2014).

During the December 8th, 2014 Council meeting when funding for the Mechanic Street segment of the trail was allocated questions were raised by Council regarding the design and whether or not they were committed to a particular design. As the design had not been finalized at this stage Order #94, 2014 did not give final approval for a design. The attached order seeks final approval from Council for the completed design and authorization to undertake a request for proposals to complete the construction of the Mechanic Street segment of Harbor Trail.

GENERAL NOTES

1. THE LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING THE CONSTRUCTION OF THIS PROJECT.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

EROSION & SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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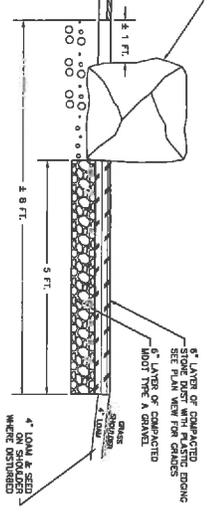
AGGREGATE & BORROW NOTES

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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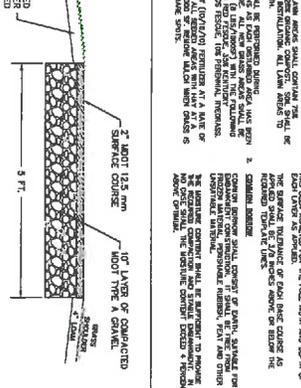
UTILITIES & RAILROAD NOTES

1. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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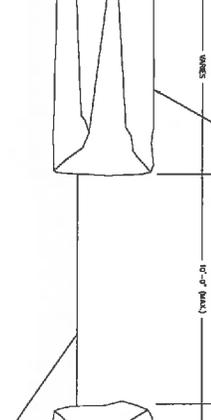
TYPICAL STONE DUST TRAIL SECTION
NOT TO SCALE



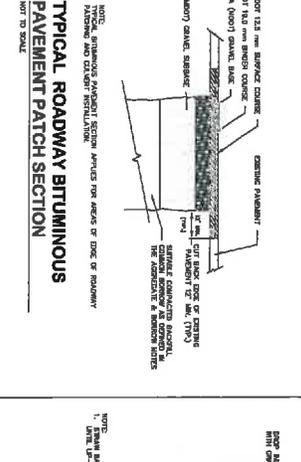
TYPICAL PAVED TRAIL APRON
NOT TO SCALE



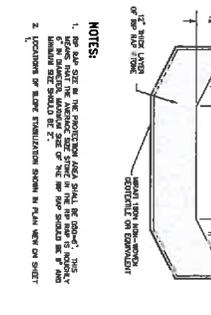
TYPICAL ROADWAY BITUMINOUS PAVEMENT PATCH SECTION
NOT TO SCALE



TYPICAL TRAIL ELEVATION VIEW (VIEW FROM ROAD)
NOT TO SCALE



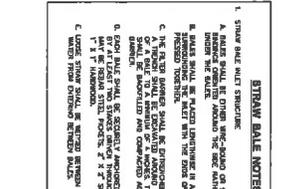
TYPICAL RIPRAP SLOPE STABILIZATION
NOT TO SCALE



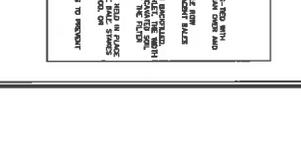
STRAW BALE INLET
NOT TO SCALE



WOOD WASTE COMPOST/ BARK FILTER BERM
NOT TO SCALE



SILT FENCE DETAIL
NOT TO SCALE



LANDMARK CORPORATION
SURVEYORS & ENGINEERS

215 MADISON STREET, KNOXVILLE, TENNESSEE 37902
PHONE: (615) 251-1122
FAX: (615) 251-1123

FIELD WORK DATE:	NA
FIELD WORK BY:	NA
DRAWN BY:	NA
CHECKED BY:	NA
SCALE:	AS SHOWN
DATE:	DECEMBER 22, 2014

NO.	REVISIONS



CITY OF ROCKLAND - HARBOR TRAIL
OFFICE OF COMMUNITY DEVELOPMENT
MECHANIC STREET
KNOX COUNTY
ROCKLAND, TENNESSEE

LANDMARK CORPORATION

CITY OF ROCKLAND, MAINE

ORDER #27

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Temporary Street Closure & Fee Waiver – Memorial Day Parade

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: City Council
Originator: Gary Henry

**City of Rockland
Special Events Application**

Date of Event: 5/25/2015 Type of Event: Parade Walk
Start Time: 1030 Foot Race
Completion Time: 1100-1115 Demonstration
Rain Date: _____ # Participants: 100 ± Other SERVICE

SECTION I. APPLICANT

Title of Event: MEMORIAL DAY PARADE + SERVICE Name of Applicant Organization: GARY HENRY
Address: 19 CENTER ST. ROCKLAND
Telephone: 542-2293 Type of Organization: for profit non-profit other: _____
Representative of the Organization (at least one name required - must be the applicant):
Name: GARY HENRY Position: _____ Telephone: 542-2293 Business: _____

SECTION II. CITY PROPERTY

Proposed Use of City Owned Property (specify whether admission to be charged, and how much)
Building / Park / Street Closure / Use of Public Way / Other City Owned property
SERVICE - CORNER OF PARK + MAIN STS.
(City Council or Harbor Management Commission approval required for street/sidewalk closure or exclusive use of park)

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

Parking: _____ Location(s): _____
Liquor Service? _____ (license required) Type of License (attach copy): _____
Food Service? _____ (attach copy of state license) Describe arrangements for food storage, preparation, and type and storage of cooking fuels: _____
Sanitary facilities: Type: _____ # Available: _____
Contractor / Contact Info: _____
Signage? Location(s): _____ Number: _____
(City Council approval is required for off-premise signs in ROW on City property)
Electrical Installations? Type: _____ Location(s): _____ Contractor: _____
Tennis? Number: _____ Location(s): _____ Contractor: _____ Dates: _____
Insurance: Agent: _____ Contact: _____ Limits: _____
(Attach copy of insurance rider / declaration page)

SECTION IV. EVENT INFORMATION

- A. Assembly Area Prior to Event: BOSTON FINANCE PARKING LOT
- B. Will the Event Disrupt Traffic Patterns? Yes No _____
- C. Traffic Detours Needed? Yes No _____
- D. Are Street Closures Necessary? Yes No _____
- E. Traffic Control Equipment (signs, barricades, etc.) Needed? Yes No _____
- F. Who Will Provide Traffic Control? POLICE
- G. Will the Event Disrupt Retail Businesses? Yes No _____
(If yes, you must notify those affected businesses)
- H. Type of Crowd Expected to Attend? 150 ±

SECTION V. CITY SERVICES REQUESTED and / or REQUIRED

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

POLICE DEPARTMENT SUPPORT
(Contact (207) 594-0317)

Yes No

FIRE DEPARTMENT / EMS SUPPORT
(Contact (207) 594-0318)

Yes No

DEPARTMENT OF PUBLIC WORKS SUPPORT
(Contact (207) 594-0320)

Yes No

FEE WAIVER REQUESTED

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

Signature of authorized representative: Mary Henry

Date: 04/03/15

SECTION VI. CITY OF ROCKLAND USE ONLY

POLICE:

Approved as submitted: _____
Chief of Police / Designee

Approved with conditions: _____
Chief of Police / Designee

Conditions: 2 officers assigned to detail

FIRE:

Approved as submitted: Adam Melli
Fire Chief / Designee

Approved with conditions: _____
Fire Chief / Designee

Conditions: _____

PUBLIC WORKS:

Approved as submitted: _____
Public Works Director / Designee

Approved with conditions: _____
Public Works / Designee

Conditions: _____

HARBOR & WATERFRONT

(for Buoy, Harbor, or Snow Manna Park)

Approved as submitted: _____
Harbor Master

Approved with conditions: _____
Harbor Master

Conditions: _____

CITY OF ROCKLAND, MAINE

ORDER #28

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Bids – Sale of 44 Old County Road

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor: City Manager

Originator: City Manager



Y RD

ENBA
38 OLD COUNTY ROAD
1.97 AC

PARCEL
34 OLD COUNTY ROAD
0.86 AC

