

CITY OF ROCKLAND, MAINE



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

CITY CLERK'S OFFICE

April 3, 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 6, 2015 AT 5:30 P.M. FOR THE
FOLLOWING PURPOSE(S):***

[Please Note Starting Time and Date]

Public Hearing - CDBG Downtown Revitalization Grant Application
Order #96 Amending Solid Waste Disposal Fee Scheduled (Postponed)
Set Agenda for April 13, 2015 Regular Meeting
Brief Updates - Transient Housing and Downtown Zone Height Proposals

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



**STUART H. SYLVESTER
CITY CLERK**

MEMORANDUM

To: *Jim Chaousis, City Manager*
From: *Audra Caler-Bell, Community & Economic Development Director*
Date: *April 2, 2015*
CC: *Mayor Isganitis, Cr Clayton, Cr Geiger, Cr MacLellan-Ruf, Cr Pritchett*
Re: *Public Hearing for 2015 Community Development Block Grant -
Downtown Revitalization*

The purpose of this memo is to provide background information for the April 6th, 2015 public hearing on the City of Rockland's 2015 Community Development Block Grant (CDBG) Downtown Revitalization application.

The City is applying for a \$400,000 grant that will be used to reconstruct storm water and waste water infrastructure and rebuild sidewalks on Elm, Museum and School Street. This project will achieve the goals of:

1. Improving downtown sidewalks that are key for pedestrians being able to access Main Street; and,
2. Separating storm water and sanitary sewer systems, which the City is currently under an order from the Maine Department of Environmental Protection to complete.

In earlier CDBG DR projects the City focused on Main Street north of Limerock Street to the intersection at Rankin/North Main and Main Streets. We now need to turn attention to sidewalks along side streets in order to improve pedestrian safety and increase connectivity to businesses and other key destinations within the downtown. Ultimately, this project will ensure issues causing impediments to pedestrian safety or limiting pedestrian access to businesses are addressed in a coordinated and integrated manner.

In regards to storm water and sanitary sewer systems this project contribute to separating these currently combined systems in order to reduce flow directed to the waste water treatment facility and eliminate combined sewer system overflows. The City is trying to manage the cost burden of separating these infrastructure systems by upgrading sewer and storm/wastewater as sidewalks are replaced/repared. Therefore, this Downtown project will contribute significantly to this effort, ultimately addressing many concerns regarding over loading the sanitary sewer system and preventing possible sewer backups in and outside Downtown buildings.

The following is a budget for the proposed project:

MEMORANDUM

	Elm	Museum	School	Total
Storm & Sanitary Installation	\$ 73,500	\$ 72,500	\$ 75,800	\$ 221,800
Curbing	\$ 38,000	\$ 12,500	\$ 31,500	\$ 82,000
Sidewalk Resurfacing	\$ 25,000	\$ 28,000	\$ 28,900	\$ 81,900
Road Resurfacing	\$ 37,000	\$ 38,000	\$ 40,700	\$ 115,700
Construction Total	\$ 173,500	\$ 151,000	\$ 176,900	\$ 501,400
Contingency (10%)	\$ 26,025	\$ 22,650	\$ 26,535	\$ 75,210
Design, Engineering, Permitting	\$ 17,350	\$ 15,100	\$ 17,690	\$ 50,140
Total	\$ 216,875	\$ 188,750	\$ 221,125	\$ 626,750

The following is an overview of the funding sources for this project:

Funding Source	Funding Type	Amount
Community Development Block Grant	Grant	\$400,000
City of Rockland	Downtown TIF	\$170,000
Farnsworth Art Museum	Grant	\$65,000
	TOTAL:	\$635,000

The City Council committed \$170,000 to this project at its meeting on February 9th, 2015 (Order #7). The Farnsworth Art Museum formally committed \$65,000 to this project on April 2nd, 2015.

Public feedback on this project is welcome and essential for both the application process and to gain a full understanding of the concerns, support or additional considerations related to this project. We are welcoming all comments on this project and will include them in our application to the Office of Community Development.



April 2, 2015

**Audra Caler-Bell
Community and Economic Development Director
City of Rockland
270 Pleasant Street
Rockland, Maine 04841**

Dear Audra,

I am writing to express the Farnsworth Art Museum's interest in partnering with the City of Rockland to replace the sidewalks and curbing on Elm and Museum Streets. To that end, the Museum will commit \$65,000.00, half of the estimated cost to install granite curbing and paver sidewalks at both locations. As you know, both sidewalks are in poor condition and pose a safety hazard to the public. I believe this project can serve as a model for public/private investment in city improvements for the benefit of all.

Beginning this spring, the museum will undergo extensive capital improvements to our campus and we would like to include the sidewalk project as part of this effort. We seek approval from the City as soon as possible, since funding for our capital projects is time sensitive.

We look forward partnering with the City of Rockland on this exciting project. If you have any questions, please feel free to contact me.

Sincerely,

**Christopher J. Brownawell
Director**

CITY OF ROCKLAND, MAINE

ORDER #96

IN CITY COUNCIL

December 8, 2014

ORDER Amending Solid Waste Disposal Facility Fee Schedule

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, the fee schedule for the City's Solid Waste Disposal Facility, as amended 06/30/14, be further amended as follows:

* * * *

PERMIT AND LICENSE FEES

Resident Permit	\$135.00 per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Permit	\$ no fee (<u>Disposal Fee: \$115 per ton through 05/01/2015, then \$125 per ton from 05/01/2015 on</u>).
Recycling Permit	\$0 per year (to be discontinued on 05/01/15)
Seasonal Permit	\$135.00 per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Hauler License Fee	\$250.00 per year
Non-Resident Contractor Permit (each job)	\$20.00 per job
Non-Resident Landscape Contractor Permit	\$72.00 per year
Temporary General Permit	no fee

Sponsor: City Manager
Originator: City Manager
Postponed 12/8/14 to 3/9/14
Postponed 3/9/15 to 4/6/15

SOLID WASTE DISPOSAL FACILITY FEES

Adopted 06/30/2014 as amended

Effective 07/01/2014

ITEMS TO BE DISPOSED OF IN LANDFILL:

Construction & Demolition Debris (C&DD) Rockland Residents and Approved Sources:

½ cubic yard per day	no fee
½ to 3 cubic yards	\$20.00 per yard
Processed C&DD (pre-pay volume rate)	\$31.00 per ton
Processed C&DD (non-prepay volume rate)	\$33.00 per ton
Unprocessed C&DD (volume contractual rate)	\$40.00 per ton
All other C&DD (other than mixed loads)	\$42.00 per ton
Mixed Loads (items other than building materials mixed into the load)	\$57.00 per ton

Furniture:

Small Furniture Items	\$3.00 per item
Larger Furniture Items (sofa, couch, mattress, box spring, etc)	\$5.00 per item

Yard Wastes:

Residents	no fee
Commercial	\$65.00 per ton

Special Wastes:

Bulky Special Waste	\$55.00 per ton
Other Special Waste (i.e. dredge spoils, algefiber-associated wastes, etc.)	\$75.00 per ton
Inert Fill Analytical testing as determined on a case by case basis	\$0

ITEMS ACCEPTED AT TRANSFER STATION

Municipal Solid Waste:

Per Bag:

12 gallon bags	\$0.75 each
22 gallon bags	\$1.50 each

33 gallon bags	\$2.25 each
Per Ton:	\$115.00, from 07/01/14 through 05/01/15; \$125.00, from 05/02/15 on

Items Discarded Separately:

Tires (off rim)	\$1.50 each
Tires (on rim)	\$3.00 each
Wooden Pallets	\$1.00 each or \$55.00 per ton
Car Batteries	\$2.00 each
White Goods	\$10.00 each
Appliances with Refrigerant	\$20.00 each
Consumer Electronics (anything with a cord & plug)	\$3.00 each
Brush (less than ½ cubic yard per day)	no fee
Brush (over ½ cubic yard)	\$2.00 per cubic yard
Metal	no fee
Cardboard	no fee
Paper	no fee
Tin Cans	no fee
No. 2 Plastic	no fee

UNIVERSAL WASTE

Universal Waste to be Recycled:

Fluorescent Lamps (straight)	\$0.05 per linear foot
Fluorescent Lamps (other intact)	\$0.25 each
Fluorescent Lamps (broken)	Call DEP
High Intensity Discharge Lamps	\$0.50 each
PCB Lamp Ballasts (intact)	\$0.25 each
CRT's & TV's	\$10.00 per unit
Batteries containing mercury	\$1.00 each per pound
Devices containing mercury	\$1.00 each per pound
Liquid Mercury	Call DEP

MISCELLANEOUS

Scale Use (incidental, at user's request):

Per weighing	\$15.00 each time
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PERMIT AND LICENSE FEES

Resident Permit	\$135.00 per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Permit	\$ no fee
Recycling Permit	\$0 per year (to be discontinued on 05/01/15)
Seasonal Permit	\$135.00 per year if purchased on or before 04/30/15, which fee shall permit MSW disposals through 05/01/15; no fee thereafter
Commercial Hauler License Fee	\$250.00 per year
Non-Resident Contractor Permit (each job)	\$20.00 per job
Non-Resident Landscape Contractor Permit	\$72.00 per year
Temporary General Permit	no fee

PENALTIES

Failure to Separate Recyclable Material	\$15.00 per bag
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Violations of Rockland Code Chapter 14, Article I, are subject to permit suspension or revocation, and/or other penalties set forth in Sec. 14-113.

SALES OF MATERIALS

Landscape Material:

Woodchips	\$20.00 per cubic yard
Compost	\$0.50 per 5 gallons or \$20.00 per cubic yard

ITEMS FOR APRIL 13, 2015 REGULAR MEETING:

April 6, 2015

Communications:

- a. Letter from USCG – Recognition as Coast Guard City

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

Resolves:

- #16 Commendation – John Root (20 Years of Service)
- #17 Commendation – Kenneth Elwell (20 Years of Service)
- #18 Accepting Donation – Library
- #19 Appointment – Maine Service Center Coalition
- #20 Appointment – MCEDD General Assembly

Ordinances in Final Reading and Public Hearing:

- # 3 Ch. 7, Sec. 7-107 Sprinkler System Alarm
- # 4 Ch. 9, Sec. 9-214 Buoy Park Food Vendors

Ordinances in First Reading:

- # 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 Chs. 9 & 19 Special Event Off-Premises Signs

Orders:

- #18 Authorizing License Agreement – Brass Compass Tables
- #19 Accepting Forfeited Assets – P. Solari
- #20 Authorizing License Agreement – 421 Maine LLC (Awning)
- #21 Accepting Grant-in-Aid – Snow Marine Park Floats
- #22 Authorizing Reserve Funds – Water Pollution Control Facility Repairs
- #23 Authorizing Banner – Bicycle Coalition of Maine
- #24 Authorizing Letter of Support – Mid-Coast Council of Governments
- #25 Accepting Design Plan – Mechanic Street Portion of Harbor Trail

U.S. Department of
Homeland Security

United States
Coast Guard



Commandant
United States Coast Guard

2703 Martin Luther King Jr. Ave SE
Washington, DC 20593-0001
Staff Symbol: CG - 09223
Phone: (202) 372-4620

5700
February 19, 2015

The Honorable Frank Isganitis
Mayor, City of Rockland
96 Limerock Street
Rockland, ME 04841

Dear Mayor Isganitis,

On behalf of the Commandant, Admiral Paul F. Zukunft, please accept the enclosed plaque as a token of our appreciation for your commitment to support the men and women of the U.S. Coast Guard. We present this plaque to recognize Rockland as "A Coast Guard City."

The Commandant of the Coast Guard takes great pride in the many services provided by the men and women of the Coast Guard to American citizens in general and, in particular, to the residents of the communities where they are assigned.

One of the primary goals of the Coast Guard City program is to recognize the communities that support Team Coast Guard across the nation. A city, municipality or county earns the distinction of being named "A Coast Guard City" by making special efforts to acknowledge the professional work of the Coast Guard men and women assigned to its area. Coast Guard Cities regularly reach out to Coast Guard personnel and their families and make them feel "at home at their home away from home." The city's efforts illustrate a longstanding and enduring relationship, with an emphasis on considerations the community has made for the members of the Coast Guard family.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter W. Gautier".

Peter W. Gautier
Rear Admiral, U.S. Coast Guard
Director, Governmental and Public Affairs

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: _____ License # 5839

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

Approved [Signature] Inspected; See Report _____ Fire Inspector _____ Date _____

Police Chief [Signature] Date _____

City Clerk _____ Date _____

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



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

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

PRESENT LICENSE EXPIRES 5/5/2015

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTINONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)

- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Lynn Archer</u> DOB: <u>8/20/56</u>	2. Business Name (D/B/A) <u>The Brass Compass Cafe</u>
DOB:	Location (Street Address) <u>305 MAIN St</u>
Address <u>1617 Oyster River Rd</u>	City/Town <u>ROCKLAND</u> State <u>ME</u> Zip Code <u>04841</u>
City/Town <u>Warren</u> State <u>ME</u> Zip Code <u>04864</u>	Mailing Address <u>SAME</u>
Telephone Number <u>691-2436</u> Fax Number	City/Town <u>ROCKLAND</u> State <u>ME</u> Zip Code <u>04841</u>
Business Telephone Number	Business Telephone Number <u>596-5960</u> Fax Number
Federal I.D. # <u>20-2428897</u>	Seller Certificate #

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 400,000 LIQUOR \$ 10,000
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: Lynn Archer
8. If business is NEW or under new ownership, indicate starting date: _____
- Requested inspection date: _____ Business hours: _____
9. Business records are located at: 52 Main St Rockland

10. Is/are applicants(s) citizens of the United States?

YES NO

11. Is/are applicant(s) residents of the State of Maine?

YES NO

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

Name in Full (Print Clearly)	DOB	Place of Birth
Lynn Archer	8/20/56	Rockland, Me

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

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

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

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

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Breakfast - Lunch restaurant - Cafe

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2 miles Which of the above is nearest? SCHOOL

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

If YES, give details: _____

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

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

Dated at: _____ on _____, 20____
Town/City, State Date

Please sign in blue ink

Lynn Archer
Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Lynn Archer
Print Name

Print Name

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: _____ License # 7563

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

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

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

Approved _____ Inspected; See Report _____ City Clerk _____ Date _____

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



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

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

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

PRESENT LICENSE EXPIRES 5/18/2015

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) —(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Lynn Archer</u> DOB: <u>8/20/56</u>	2. Business Name (D/B/A) <u>Archers on the Pier LLC</u>
DOB:	Location (Street Address) <u>58 Ocean St</u>
Address <u>1617 Oyster River Rd</u>	City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>
<u>Warren</u> Me <u>04864</u>	Mailing Address <u>SAME</u>
City/Town <u>691-2436</u> State <u>ME</u> Zip Code <u>04864</u>	City/Town <u>594-2435</u> State <u>ME</u> Zip Code <u>04841</u>
Telephone Number Fax Number	Business Telephone Number Fax Number
Federal I.D. # <u>45-1201561</u>	Seller Certificate #

3. If premises is a hotel, indicate number of rooms available for transient guests: _____

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 1,300,000 LIQUOR \$ 200,000

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

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

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

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

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 58 Ocean St. Rockland, Me 04841

10. Is/are applicants(s) citizens of the United States?

YES NO

11. Is/are applicant(s) residents of the State of Maine?

YES NO

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

Name in Full (Print Clearly)	DOB	Place of Birth
Lynn Archer	8/20/56	Rockland, Me

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

Warren, Me 04864

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? Church

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

If YES, give details: _____

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

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

Dated at: _____ on _____, 20____

Town/City, State

Date

Please sign in blue ink

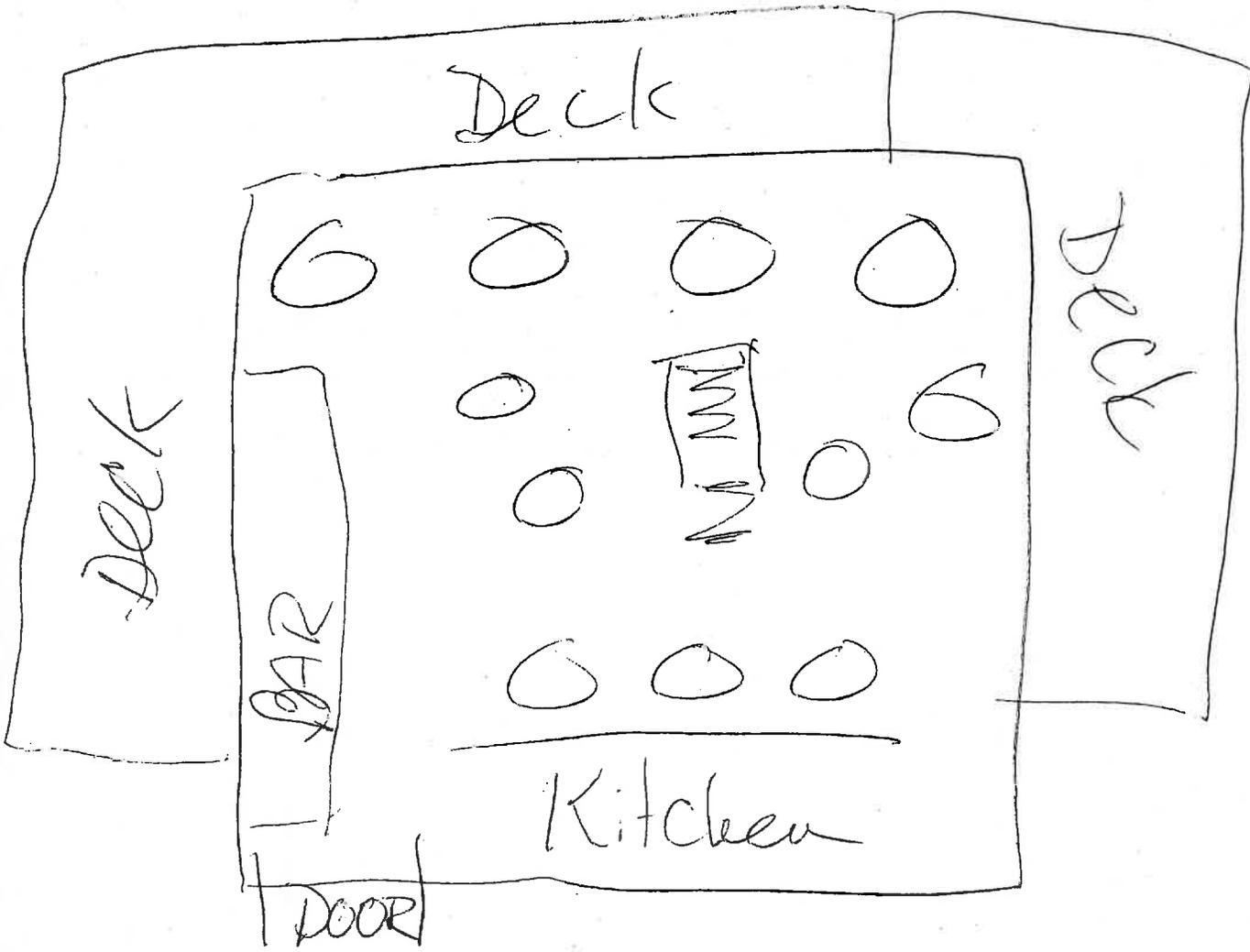
Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

PREMISE DIAGRAM



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 # _____

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

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

Police Chief [Signature] Date 3/20/15

City Clerk _____ Date _____

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



DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

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

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

PRESENT LICENSE EXPIRES 05/04/2015

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

RESTAURANT (Class I,II,III,IV)

RESTAURANT/LOUNGE (Class XI)

HOTEL-OPTIONAL FOOD (Class I-A)

HOTEL (Class I,II,III,IV)

CLASS A LOUNGE (Class X)

CLUB-ON PREMISE CATERING (Class I)

CLUB (Class V)

GOLF CLUB (Class I,II,III,IV)

TAVERN (Class IV)

OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Wayne Steeves, President</u> DOB: <u>06/12/46</u>		2. Business Name (D/B/A) <u>Rockland Cafe</u>	
DOB:			
DOB:		Location (Street Address)	
Address <u>441 Main St.</u>		City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>	
		Mailing Address <u>same</u>	
City/Town <u>Rockland</u> State <u>ME</u> Zip Code <u>04841</u>	City/Town _____ State _____ Zip Code _____		
Telephone Number <u>(207) 596-7556</u> Fax Number <u>(207) 594-6233</u>	Business Telephone Number <u>(207) 596-7556</u> Fax Number <u>(207) 594-6233</u>		
Federal I.D. # <u>76-0846322</u>	Seller Certificate # <u>5888</u>		

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 81866 LIQUOR \$ 28444

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

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

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

8. If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 441 Main St. Rockland ME 04841

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

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
Wayne Steeves	06/12/46	Rockland ME
Carlene Steeves	12/23/40	Rockland ME

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

Rockland ME

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 441 Main St, Rockland ME 0484

Large dining area, bathrooms in the back, kitchen to the right. - diagram attached

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .5 mile Which of the above is nearest? Synagogue

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

If YES, give details: _____

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

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

Dated at: Rockland, ME on _____, 20____
Town/City, State Date

Wayne Steeves
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Carlene Steeves
Signature of Applicant or Corporate Officer(s)

Wayne Steeves
Print Name

Carlene Steeves
Print Name

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

Name of Applicant ALLAN & PAMELA COTA Phone 785-2240

Address of Applicant 81 WILLIS DRIVE
HOPE, MAINE 04847

Name of Business SUNFIRE MEXICAN GRILL Phone 594-6196

Address of Business 488B MAIN STREET
ROCKLAND, MAINE 04841

Name of Property Owner (if different) VINCENT FERRAILOLO

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 05/17/15

Fee(s) Paid \$150.00 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 ALLAN COTA Date 03/31/15

Approved By: _____ License # _____

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

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

Police Chief _____ Date _____

City Clerk _____ Date _____

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

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



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

PRESENT LICENSE EXPIRES 5/17/2015

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) —(Sole Proprietor, Corporation, Limited Liability Co., etc.) ALLAN G. COTA DOB: 4/30/55	2. Business Name (D/B/A) SUNFIRE MEXICAN GRILL
PAMELA G. COTA DOB: 7/4/57	
DOB:	Location (Street Address) 488 B. MAIN ST
Address 81 WILLIS DR	City/Town ROCKLAND State MAINE Zip Code 04841
	Mailing Address 81 WILLIS DR
City/Town HOPE State ME. Zip Code 04847	City/Town HOPE State MAINE Zip Code 04847
Telephone Number 207 7852240 Fax Number _____	Business Telephone Number 207 594 6196 Fax Number _____
Federal I.D.# 20-1304324	Seller Certificate # 1079947

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ ~~0~~ FOOD \$ 149,951.40 LIQUOR \$ 49,983.80
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 21 WILLIS DR HOPE ME 04847
10. Is/are applicants(s) citizens of the United States? YES NO
11. Is/are applicant(s) residents of the State of Maine? YES NO

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

Name in Full (Print Clearly)	DOB	Place of Birth
ALLAN G. COTA	4/30/55	INGLEWOOD, CA.
PAMELA G. COTA	7/4/57	HOLLYWOOD, CA.

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

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

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

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

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

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner:
VINCENT FERRAILO 279 MAIN ST #1 ROCKLAND, ME 04841

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) DINE-IN RESTAURANT

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 1/2 miles Which of the above is nearest? SCHOOL

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

If YES, give details: _____

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

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

Dated at: ROCKLAND ME. on 3/26/15, 20 15
Town/City, State Date

Allan G. Cota
Signature of Applicant or Corporate Officer(s)
ALLAN G. COTA
Print Name

Please sign in blue ink *Pamela G. Cota*
Signature of Applicant or Corporate Officer(s)
PAMELA G. COTA
Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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



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

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

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

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

- Exact legal name:
SUNFIRE MEXICAN GRILL
- Other business name for your entity (DBA), if any:

- Date of filing with the Secretary of State: 6/9/04
- State in which you are formed: MAINE
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
ALLAN G. COTA	81 WILLIS DR HOPE, ME. 04847	4/30/55	50
PAMELA G. COTA	81 WILLIS DR. HOPE, ME 04847	7/4/57	50

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

Yes No

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

Name: _____ Agency: _____

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

Yes No

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

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

Allan G. Cota

Signature of Duly Authorized Person

3/26/15

Date

ALLAN G. COTA

Print Name of Duly Authorized Person

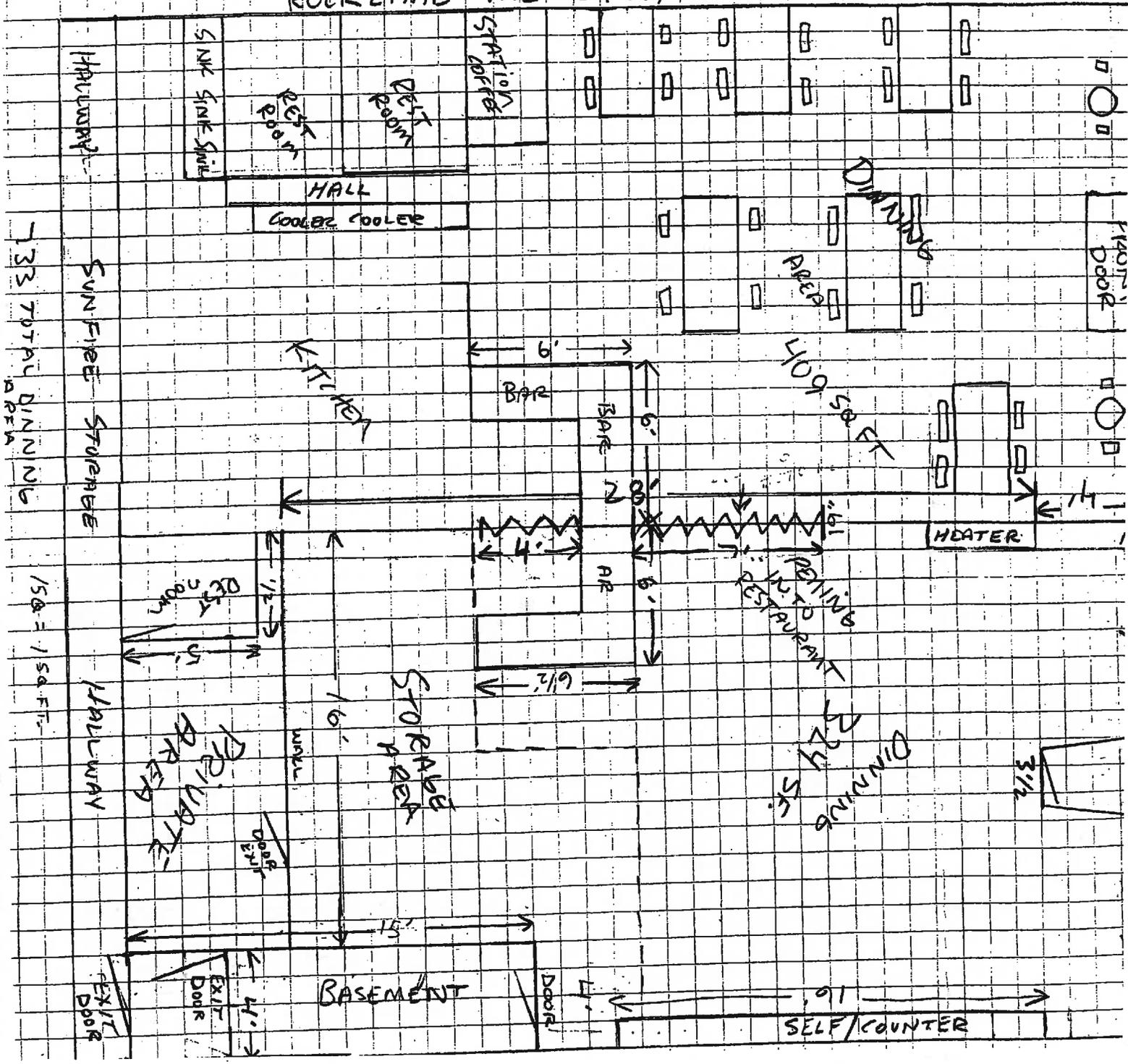
If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this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

Submit Completed Forms To:

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

SUNFIRE MEXICAN GRILL

488 A & B MAIN ST
ROCKLAND ME 04841



133 TOTAL DINING AREA

150 = 150 SQ. FT.

EXIT DOOR

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 # _____

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

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

Police Chief _____ Date _____

City Clerk _____ 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 Donation - 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);

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

THAT the City gratefully accepts this donation and directs that a letter of thanks be sent to the Rockland Historical Society in recognition of its generous donation.

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: City Council
Originator: City Council

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

Sponsor: Councilor MacLellan-Ruf
Originator: Acting Fire Chief

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 ~~three~~ two 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: _____

Print: _____

WITNESS:

ANNIE REED:

Print: _____

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

[Agreement to be drafted]

**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 _____ 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 \$ _____; 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

[Agreement to be drafted]

**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:
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 _____ for the lease of a City-owned building located at Snow Marine Park and known as the “Sea Scout” Building.

Sponsor:
Originator:

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:
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDER #18

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:

Originator:

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 Winslow Holbrook Park. Thank you for your consideration.

Best Regards

John Archer

CITY OF ROCKLAND, MAINE

ORDER #19

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 #20

IN CITY COUNCIL

April 13, 2015

ORDER Authorizing Licenses Agreement w/421 Maine LLC – Main Street Awning

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the City Manager is hereby authorized to enter into a License Agreement with 421 Maine LLC, in substantial compliance with the attached agreement, to facilitate the installation and maintenance of an awning on its property at 423 Main Street pursuant to the requirements of Rockland Code Chapter 15, Section 15-106.

Sponsor: City Manager

Originator: City Manager

LICENSE AGREEMENT

THIS AGREEMENT by and between the City of Rockland, Maine, a municipal corporation situated in the County of Knox and State of Maine (the "City" or "Licensor") and 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: _____

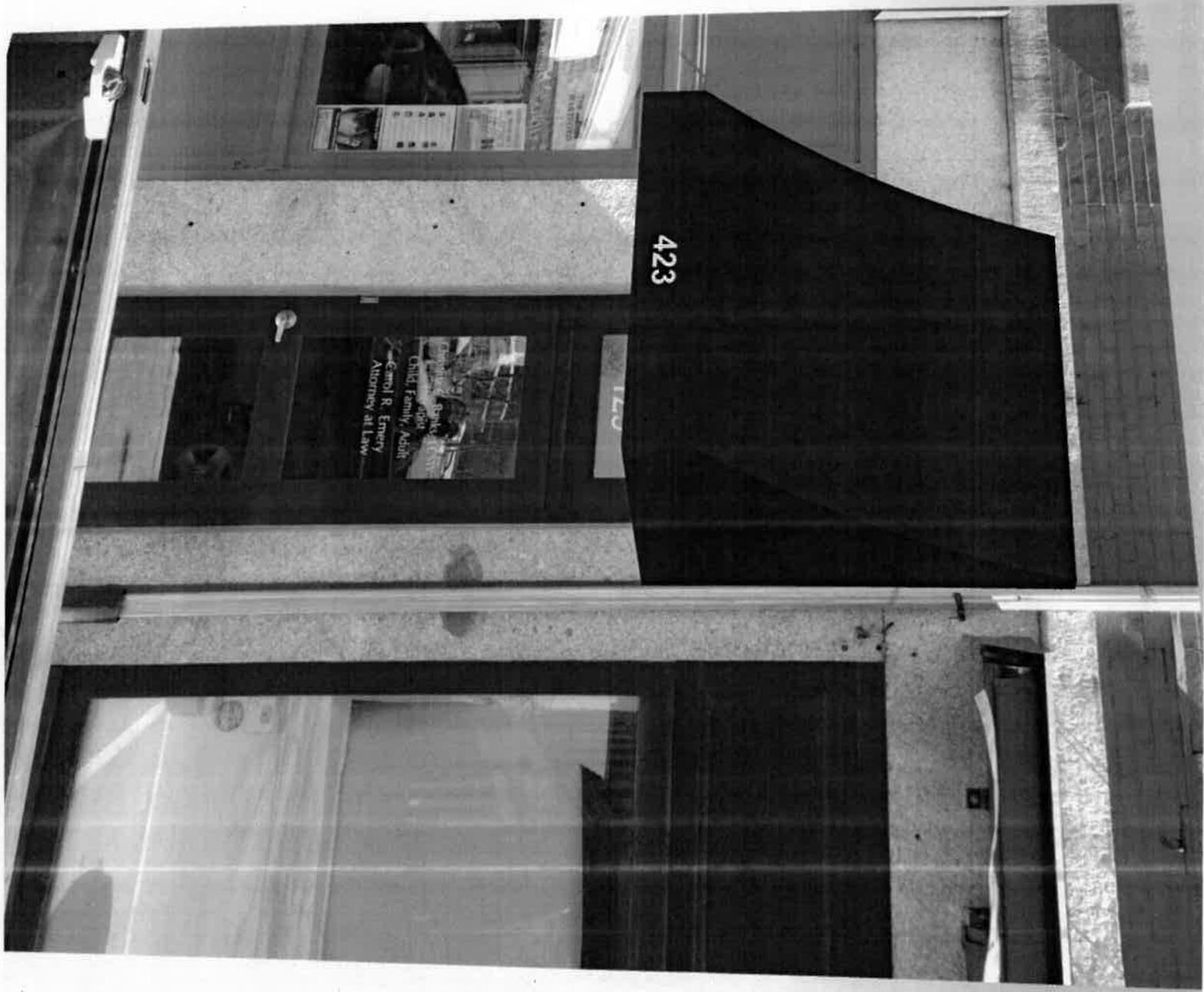
Stuart Sylvester

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

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

120

Crawford Bank & Trust
Child, Family, Adult

120

CITY OF ROCKLAND, MAINE

ORDER #21

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

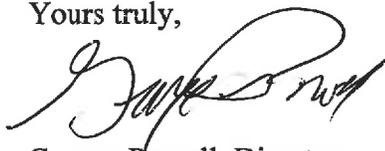
FAX: (207) 287-8111

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.

**BOATING FACILITIES PROGRAM
BUREAU OF PARKS AND LANDS
MAINE DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY**

Recommended Float Maintenance

Following are minimum standards for maintaining fully pressure treated floats:

1. Remove the floats from the water at the end of the boating season and store them where they can dry out (i.e. parking lot). During storage, treated wood products should be stacked on treated or non-decaying skids of such dimensions and so arranged as to support the material without producing noticeable distortion and to permit an air space beneath the material. Storage areas should be free of debris, decayed wood and vegetation (fire hazard) and should have sufficient drainage to prevent treated wood products from contact with standing water. Treated lumber, when dried after treatment, should be stored under shelter or be covered with a moisture resistant wrap.
2. When removing floats, start with the one furthest from shore.
 - a. Disconnect anchors (if used) (OK to leave anchors in place. Suggest marking them by attaching a small buoy float to the anchor chain so that float sinks below ice level, but is visible in spring).
 - b. Disconnect and remove one float at a time. OK to drag one float at a time up boat ramp to storage area. Connect to both end connectors and avoid sharp turns.
 - c. Remove each float in turn.

(DO NOT TRY TO DRAG MULTIPLE FLOATS AS THIS MAY DAMAGE THE ENDS)

3. Once floats have dried, check for damaged skirts, rails, decking and replace as needed, using Copper Azole type C (CA-C) pressure treated wood. All cuts, holes and injuries such as abrasions or holes from removal of nails and spikes which may penetrate the treated zone should be field treated with copper naphthenate preservatives containing a minimum of 2.0% copper metal(ex. Copper-Green's® Wood Preservative, Merichem CuNap-8™ Wood Preservative). It is recommended that the entire accessible portions of the floats be painted with copper naphthenate preservatives containing a minimum of 2.0% copper metal every two years. Use of copper naphthenate preservatives with a minimum of 1.0% copper metal is appropriate in those regions of the country where the higher concentration material is not readily available. Field treatment preservatives should be applied in accordance with the product label. The application method should coat any surface that is exposed by damage or field fabrication while not using excess preservative. Any excess preservative not absorbed by the wood product should be cleaned from the surface prior to the use of the product. All hardware in contact with CA-C treated wood should be stainless steel or hot-dipped galvanized.

4. When re-installing floats at the beginning of the boating season, install one at a time beginning with the one closest to shore.

(DO NOT TRY TO DRAG MULTIPLE FLOATS AS THIS MAY DAMAGE THE ENDS)

CITY OF ROCKLAND, MAINE

ORDER #22

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 #23

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:

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 Ballick, 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 #24

IN CITY COUNCIL

April 13th, 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

CITY OF ROCKLAND, MAINE

ORDER #25

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:

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.