CITY OF ROCKLAND, MAINE

270 Pleasant Street
Rockland, Maine 04841

CITY CLERK'S OFFICE

May 1, 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, MAY 5, 2015 AT 5:30 P.M. FOR THE FOLLOWING PURPOSE(S):

[Please Note Starting Time and Date]

Resolve #23 Commendation - Heidi Neal, Loyal Biscuit Company
Resolve #24 Commendation - Kate McAleer, Bixby & Company
Presentation of FY 2014 Municipal Audit
Set Agenda for May 11, 2015 Regular Meeting
Budget Review - Police Department
Executive Session pursuant to Title 1, M.R.S. §405(6)(D) which allows for the discussion of labor contracts and proposals for a discussion of Union Negotiations

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

STUART H. SYLVESTER
CITY CLERK

CITY OF ROCKLAND, MAINE

RESOLVE #23

IN CITY COUNCIL

May 4, 2015

RESOLVE Commendation – Heidi V. Neal, Loyal Biscuit Company

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT Heidi V. Neal, Loyal Biscuit Company, is hereby commended and congratulated for being selected the 2105 Maine Small Business Person of the Year by the U.S. Small Business Administration.

AND, be it further Resolved that Certificate of Commendation be presented to Mrs. Neal in recognition of this outstanding accomplishment.

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #24

IN CITY COUNCIL

May 4, 2015

RESOLVE Commendation – Kate McAleer, Bixby & Company

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

THAT Kate McAleer, Bixby & Company, is hereby commended and congratulated for being selected the 2105 Maine Young Entrepreneur of the Year by the U.S. Small Business Administration.

AND, be it further Resolved that Certificate of Commendation be presented to Ms. McAleer in recognition of this outstanding accomplishment.

Sponsor: City Council
Originator: City Council

ITEMS FOR 05/11/15 REGULAR MEETING: **May 4, 2015**

Communications:

a. Letter from Jesse Butler – Resignation from COMPS Commission

Licenses and Permits:

a. Liquor License – Himalayan Restaurant
b. Liquor License – Hill's Seafood
c. Liquor License – Claws Inc.
d. Liquor License – Blackboard Deli
e. Liquor & Entertainment Licenses – Café Miranda
f. Liquor & Entertainment Licenses – Rock Harbor Pub & Brewery
g. Lodging House License – Navigator Motor Inn

Resolves: NONE

Ordinances in Final Reading and Public Hearing:

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
#10 Amending Lease to Own Contract – Wastewater Department Vehicle
#11 Authorizing Lease – "Sea Scout" Building
#12 Chapters 9 & 19 Special Event Off-Premises Signs
#13 Authorizing Quit Claim Deed – Reconveyance of 127 First Street

Ordinances in First Reading:

#14 Authorizing Quit Claim Deed – Sale of 10 Katahdin Avenue
#15 Authorizing Quit Claim Deed – Sale of 63 Warren Street

Orders:

#31 Authorizing Listing of Property for Sale – 63 Warren Street
#32 Authorizing Street Closure & Fee Waiver – Summer Solstice Celebration
#33 Authorizing Street Closure – Blues Festival "Club Crawl"
#34 Accepting Forfeited Assets – A. Hunt

Executive Session: City Manager 30-Day Evaluation

From: Jesse Butler [mailto:jeeves.butler@gmail.com]
Sent: Wednesday, April 29, 2015 9:52 AM
To: Frank Isganitis; Valli Geiger; Adam Ackor; Amy Files; Thomas Keedy; Ann Morris; Eileen Wilkinson; Michelle Gifford; Dave Kalloch; Kevin Beal; Audra Bell
Subject: Comprehensive Planning Commission membership

Mr. Mayor, Chairman Geiger, City Staff and Commission Members,

I am writing to resign my post as a member of Rockland's Comprehensive Planning Commission. I am not sure of the specific process, I'm assuming that this email suffices. Please let me know if not.

No particular or specific reason related to the Commission is at the root of this decision. I feel in general that I'm not a great fit for this type of work. I was attempting to remain for a while longer and see if I could improve my experience participating as a member, but as it turns out I've had a fairly severe uptick in engagements elsewhere, both work- and nonwork-related.

I'd like say for the record that this decision really has everything to do with my understanding of what I thought this work to be and not with the Commission itself. I initially misunderstood the amount of specificity involved with the Commission's work, and the immediate impact that this work can have on property owners, businesses and residents. I had assumed something longer term, higher level and advisory in its essence. While helping to draft ordinances and standards is very interesting and important, I feel I'm just not qualified to contribute. I'm the type of person that needs to understand fully these sorts of scenarios to feel confident in contributing to decisions around them, and I feel like I just don't have the time to dig in deep enough to be confident and effective.

Some of the comments from developers and property owners a few meetings ago really nailed this down for me; I'm just not comfortable contributing to decisions in this space without having more context. With our focus changing periodically, I just can't seem to make the time to dig into details as I'd need to in order to feel confident in my contribution.

I apologize for the long-windedness of this mail. I had planned on attending a meeting to share this decision in person, and then follow up with an email. However, timing is not my friend in this endeavor. I have missed the last two meetings due to a business trip, and then a conflict with a long-scheduled event elsewhere. Unfortunately, the same holds true for tomorrow's meeting. I thought I might be able to come for a bit at the beginning of the meeting, but I'll be elsewhere from 6:30-9PM.

I also apologize for not being able to say thanks and wish you all luck in your continued work in person. I'll do so here, and try and catch up as I see you around town. I'll be coaching two Little League teams and helping at the Midcoast Music Academy more. Hopefully I will see all of you in time to say thanks in person.

Thank you for the opportunity to contribute, and keep up the good work.

Best regards,
Jesse

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

Name of Applicant L Himalayan Restaurant, LLC Phone 646-506-8265

Address of Applicant 132 Broadway, Rockland, Maine 04841

Name of Business Himalayan Restaurant Phone 646-506-8265

Address of Business 1 Payne Avenue, Rockland, Maine 04841

Name of Property Owner (if different) Keith Wass

Type of License(s): X Liquor X Victualer ____ Entertainment

____ Lodging House ____ Commercial Hauler ____ Landscape Contractor

____ Billiard Room ____ Second Hand Dealer ____ Other (Specify) ____

Type of Business Restaurant

Expiration of Current License N/A

Fee(s) Paid $150 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 ____ Date ____

Approved By: License # ____

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

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

____ Police Chief 4/30/15 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_____

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.) LLC **DOB:**	**2. Business Name (D/B/A)** Himalayan Restaurant, LLC
DOB:	
DOB:	**Location (Street Address)** 1 Payne Avenue
Address	**City/Town** Rockland **State** Maine **Zip Code** 04841
	Mailing Address Same
City/Town **State** **Zip Code**	**City/Town** **State** **Zip Code**
Telephone Number **Fax Number**	**Business Telephone Number** 646-506-8265 **Fax Number**
Federal I.D. #	**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 $ _____ LIQUOR $_____
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: 5-15-2015
   Requested inspection date: 5-1-2015 Business hours: 9:30 am to 9:30 pm
9. Business records are located at: _____

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
Kristina Tenzin	4-14-1994	Tibet
Luorang Gongbu	5-24-1974	Tibet

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

Brooklyn, NY

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other then 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: Keith Wass

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____
Restaurant at 1 Payne Avenue, Rockland, Maine 04841

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☐ NO ☐ Applied for: All necessary permits being 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? 1/4 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)

_____ _____

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

Name of Applicant Jeffrey Hill Phone 207-701-1974

Address of Applicant 16 Knowlton St.

Camden, ME 04843

Name of Business Hill's Seafood LLC Phone 207 593-5400

Address of Business 266 Main St.

Rockland Maine 04843

Name of Property Owner (if different) Kate Miller

Type of License(s): ✓ Liquor ✓ Victualer ✓ Entertainment

____ Lodging House ____ Commercial Hauler ____ Landscape Contractor

____ Billiard Room ____ Second Hand Dealer ____ Other (Specify) ____

Type of Business Family Style Seafood Restaurant

Expiration of Current License 6/10/15

Fee(s) Paid $150.00 Date 4/27/15

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 4/27/15

Approved By: License # ____

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

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

S.B. Police Chief 4/30/15 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,

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

PRESENT LICENSE EXPIRES 6/15/15

INDICATE TYPE OF PRIVILEGE: ✓ MALT ✓ SPIRITUOUS ✓ VINOUS

INDICATE TYPE OF LICENSE:

)~~RESTAURANT/LOUNGE (Class XI~~)RESTAURANT (Class I,II,III,IV
)HOTEL (Class I,II,III,IV)HOTEL-OPTINONAL FOOD (Class I-A
)CLUB-ON PREMISE CATERING (Class I)CLASS A LOUNGE (Class X
)GOLF CLUB (Class I,II,III,IV)CLUB (Class V
_____ :OTHER)TAVERN (Class IV

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)	**2. Business Name (D/B/A)**
JEFFREY HILL **DOB:** 8/23/63	HILL'S SEAFOOD
SAMANTA HILL **DOB:** 9/14/82	
DOB:	**Location (Street Address)** 266 MAIN ST.
Address 16 KNOWLTON ST.	**City/Town** ROCKLAND **State** ME **Zip Code** 04841
	Mailing Address 16 KNOWLTON ST.
City/Town CAMDEN **State** ME **Zip Code** 04843	**City/Town** CAMDEN **State** ME **Zip Code** 04843
Telephone Number 207-701-1974 **Fax Number**	**Business Telephone Number** 207-593-8400 **Fax Number**
Federal I.D. # 46-5693498	**Seller Certificate #** 1168725

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 $ — FOOD $ 199K LIQUOR $ 30K
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: N/A
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: 266 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
Jeffrey Hill	8/23/63	Quincy, MA
Samantha Hill (maiden - Bell)	9/14/82	Boothbay, ME

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

Camden, ME Palm Bay, FL
Owls Head, ME

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

Name: Jeffrey Hill Date of Conviction: 1987, 1982, 1981

Offense: OUI, Criminal Mischief, Criminal Mischief Location: Waldoboro, ME, Rockland, ME Rockland, ME

Disposition: Guilty

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: Kate Miller 27 Highland St. Rockland, ME 04841

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Family Style Casual Seafood 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? .2 miles 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: Machias Savings Bank

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 (Town/City, State) on 4/27 (Date), 20 15

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

JEFFREY HILL
Print Name

SAMANTHA HILL
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 Spirituous, Vinous and Malt ..... $ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants: Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) $1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only ..... $ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only ..... $ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only ..... $ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) ..... $ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge $2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge $1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE ..... $ 10.00

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine.** This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

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.

1. Exact legal name:

Hill's Seafood LLC

2. Other business name for your entity (DBA), if any:

Hill's Seafood

3. Date of filing with the Secretary of State: 5/19/14

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. 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 %
Jeffrey Hill-owner	16 Knowlton St. Camden, ME 04843	8/23/63	50
Samantha Hill-owner	478 Northshore Drive Owls Head, ME 04854	9/14/82	50
	2488 Hambison Ave Panama City, FL 32408		

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 [X] No [ ]

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

Name: Jeffrey Hill

Date of Conviction:	1987	1982	1981
Offense:	OUI	Criminal Mischief	Criminal mischief
Location of Conviction:	Waldoboro, ME	Rockland, ME	Rockland, ME
Disposition:	Guilty		

Signature:

Signature of Duly Authorized Person

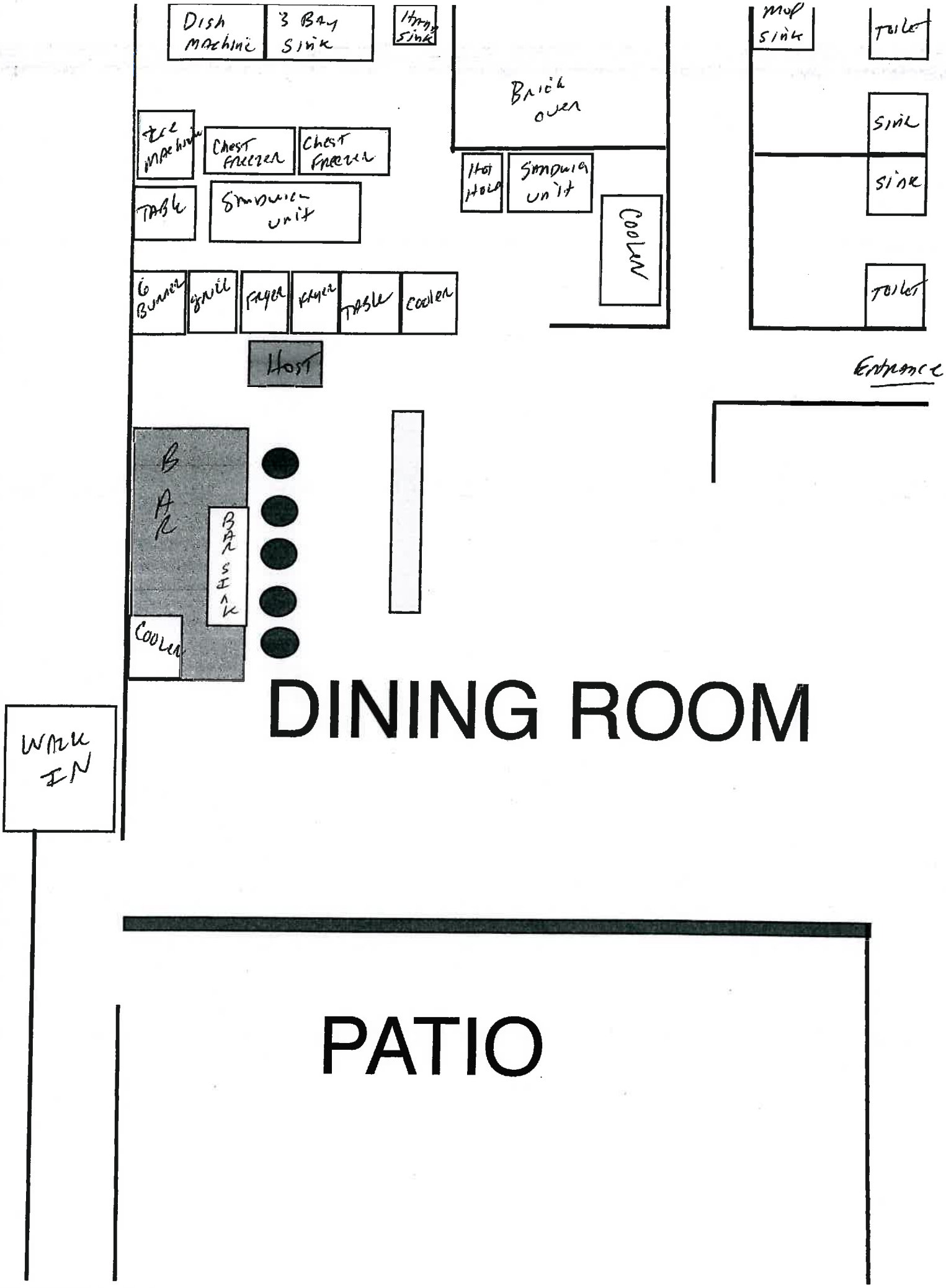
Date 4/27/15

Jeffrey Hill
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


Dish machine
3 Bay sink
Hand sink
Brick oven
Mop sink
Toilet
Ice machine
Chest freezer
Chest freezer
Sink
Table
Sandwich unit
Hot hold
Sandwich unit
Sink
Cooler
6 Burner
Grill
Fryer
Fryer
Table
Cooler
Toilet
Host
Entrance
Bar
Bar sink
Cooler
DINING ROOM
Walk in
PATIO

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

Name of Applicant Luanne Clifford/Steve Stinson Phone 975-1230

Address of Applicant 111 Old Rockland St.
Rockport, ME 04856

Name of Business Claws Phone 596-5600

Address of Business 743 Main St., Rockland

Name of Property Owner (if different) _____

Type of License(s): X Liquor X Victualer ____ Entertainment

____ Lodging House ____ Commercial Hauler ____ Landscape Contractor

____ Billiard Room ____ Second Hand Merchant ____ Other (Specify) _____

Type of Business Restaurant

Expiration of Current License _____

Fee(s) Paid $150.00 Date 4/27/15

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 _____ Date 4/27/15

Approved By: License # _____

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

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

_____ Police Chief 4/30/15 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 7/1/15

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.) DOB:	**2. Business Name (D/B/A)** Claws
Claws, Inc. DOB:	
DOB:	**Location (Street Address)** 743 Main St.
Address 111 Old Rockland St.	**City/Town** Rockland **State** ME **Zip Code** 04841
	Mailing Address
City/Town Rockport, ME **State** **Zip Code** 04856	**City/Town** **State** **Zip Code**
Telephone Number **Fax Number**	**Business Telephone Number** 596-5600 **Fax Number**
Federal I.D. # 46-4992455	**Seller Certificate #** 1167379

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 $ 249,00 LIQUOR $ 22,000.00
5. Is applicant a corporation, limited liability company or limited partnership? YES ☑ NO ☐

complete Supplementary Questionnaire ,If YES

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

7. If manager is to be employed, give name: N/A

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

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 111 Old Rockland St., Rockport, ME 04856

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
Luanne Bradley Clifford	11/9/1969	Boothbay Harbor

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

Rockport, ME & Boothbay Harbor, ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other then 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) _____

Casual dining in enclosed deck

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

19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 mile Which of the above is nearest? 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: Rockland Savings Bank – loan

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: Rockport, Maine on April 16, 2015
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

LVanne Clifford
Print Name

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 Spirituous, Vinous and Malt ..... $ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants: Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) $1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only ..... $ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only ..... $ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only ..... $ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) ..... $ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge $2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge $1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE ..... $ 10.00

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

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.

1. Exact legal name:

Claws, Inc.

2. Other business name for your entity (DBA), if any:

Claws

3. Date of filing with the Secretary of State: 3/18/14

4. State in which you are formed: Maine

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. 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 %
Luanne Bradley Clifford	111 Old Rockland St. Rockport 93 Townsend Ave. Boothbay Hbr.	11/9/1969	100

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:

Signature of Duly Authorized Person

Date 4/16/15

Luanne Clifford
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:

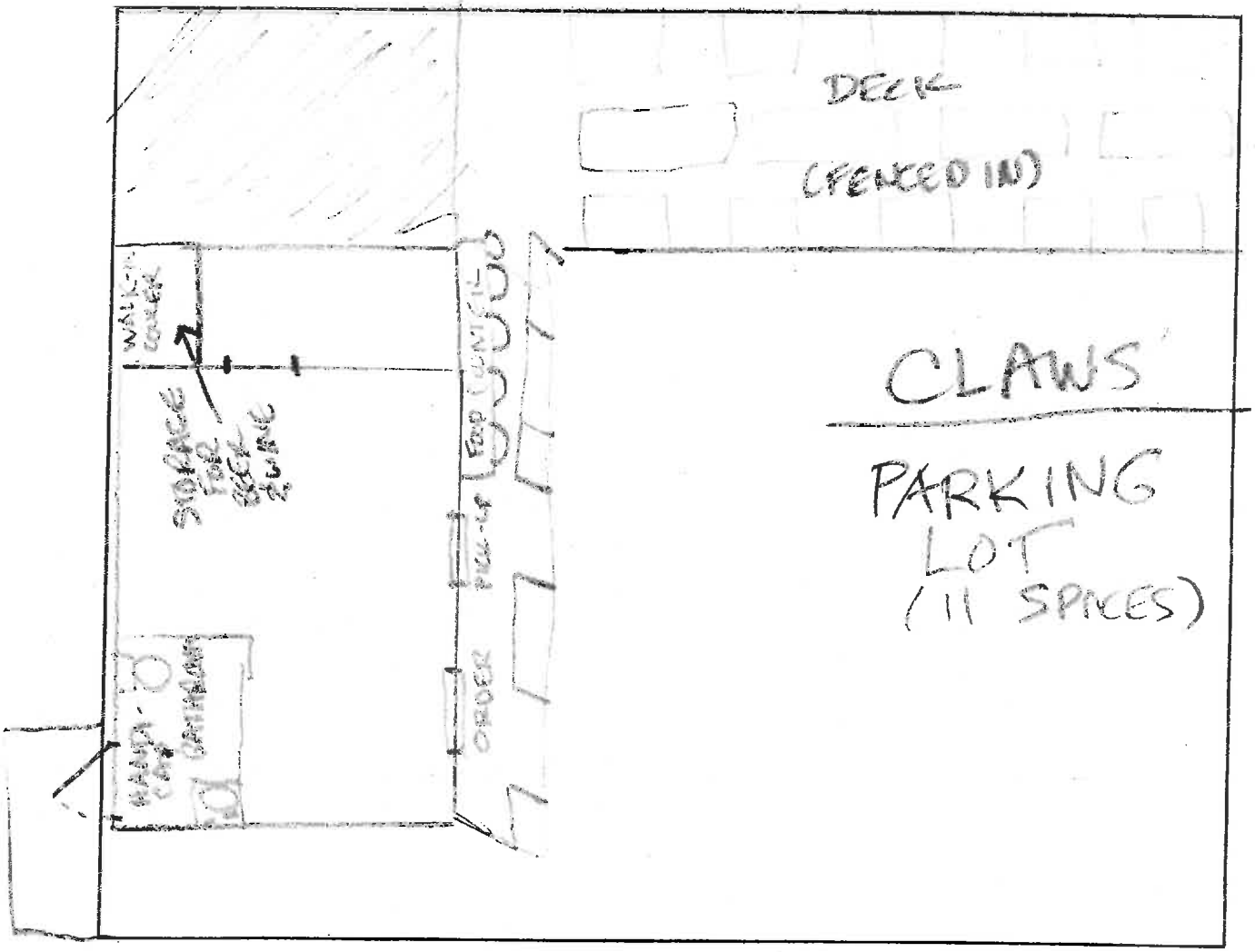
Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

Bureau of Alcoholic Beverages
Division of Liquor Licensing & Enforcement
8 State House Station
Augusta, ME 04333-0008
Tel: (207) 624-7220 Fax: (207) 287-3434

SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



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

Name of Applicant C + B Holdings, Inc. Phone 207-594-5001
207-593 0465

Address of Applicant 18 Talbot Ave.
Rockland, ME 04841

Name of Business Blackboard Deli Phone 593-0465

Address of Business 77 Park Street
Rockland, ME 04841

Name of Property Owner (if different) N/A

Type of License(s): ____Liquor ✓ Victualer ____Entertainment

____Lodging House ____Commercial Hauler ____Landscape Contractor

____Billiard Room ____Second Hand Dealer ____Other (Specify)____

Type of Business Restaurant - Deli

Expiration of Current License 4/3/15 # 2430

Fee(s) Paid 150.00 Date 3-3-15

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 ____ Date 3.3.15

Approved By: License # ____

____ Code Officer ____ Date
____Approved ____Inspected; See Report

____ Fire Inspector ____ Date
____Approved ____Inspected; See Report

____ Police Chief 4/30/15 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 6/19/15

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.) C&B HOLDINGS INC. **DOB:**	**2. Business Name (D/B/A)** BLACKBOARD DELI
DOB:	
DOB:	**Location (Street Address)** 77 PARK STREET
Address 18 TALBOT AVE	**City/Town** ROCKLAND **State** ME 04841 **Zip Code**
	Mailing Address 18 TALBOT AVENUE
City/Town ROCKLAND **State** ME 04841 **Zip Code**	**City/Town** ROCKLAND **State** ME 04841 **Zip Code**
Telephone Number (207) 594-5001 **Fax Number** (207) 594-4974	**Business Telephone Number** (207) 593-0465 **Fax Number**
Federal I.D. # 20-4356169	**Seller Certificate #** 5303

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 $ 226,470 LIQUOR $ 1,769 (2014 totals)
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: RYAN TINKER
8. If business is NEW or under new ownership, indicate starting date: _____

   Requested inspection date: _____ Business hours: _____
9. Business records are located at: 18 TALBOT AVE, 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
CHAD CLOUTIER	5/12/72	THURSO, SCOTLAND
RYAN TINKER	6/14/70	ROCKLAND, MAINE

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 then 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) EATING AREA OF 77 PARK ST

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? .20mi 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: MORTGAGE--FINANCIAL BACKING

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 (Town/City, State) on 3-3- (Date), 20 15

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

CHAD A CLOUTIER

Print Name

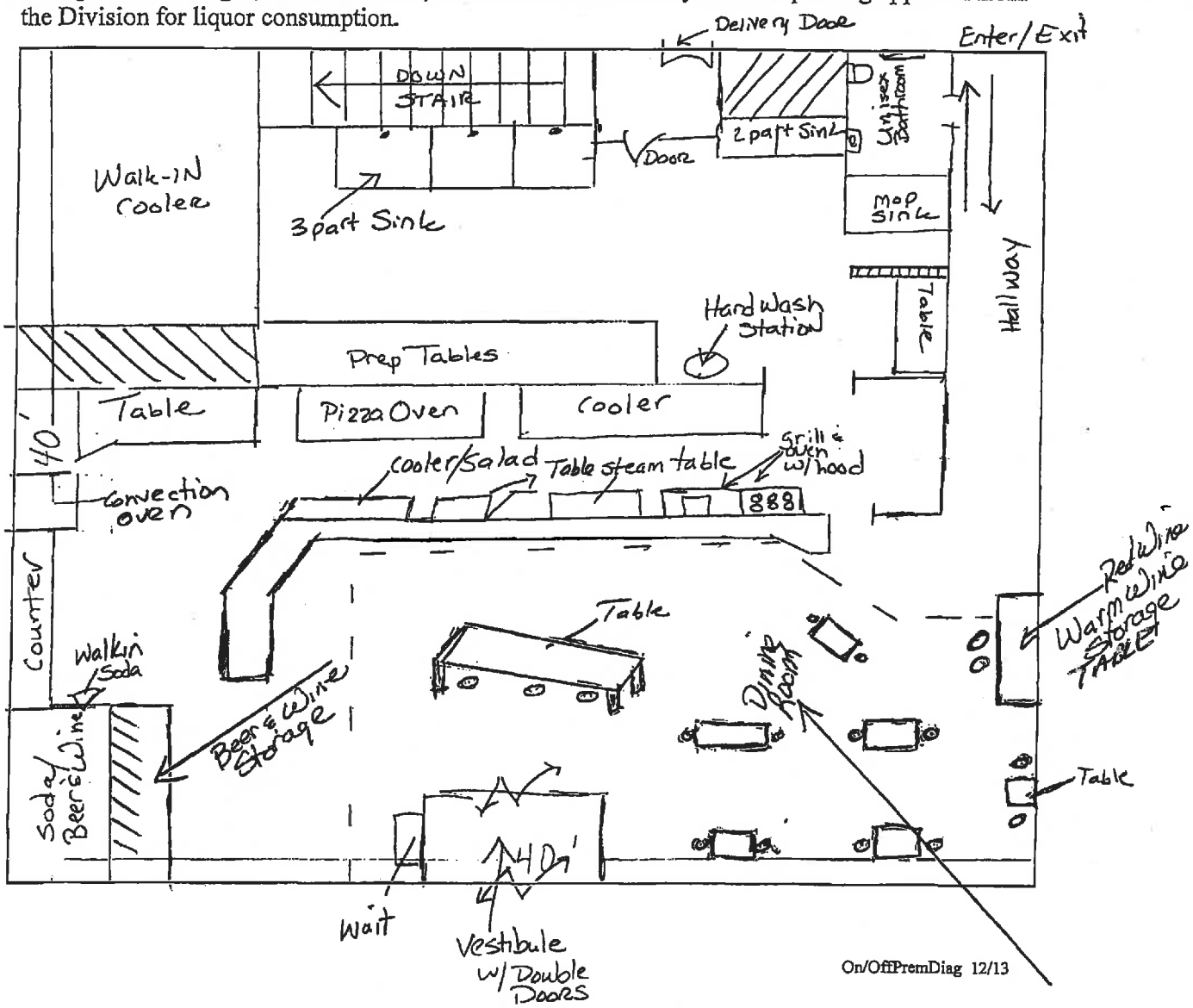
Print Name

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

SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



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.

1. Exact legal name:

C&B HOLDINGS INC.

2. Other business name for your entity (DBA), if any:

BLACKBOARD DELI

3. Date of filing with the Secretary of State: 02/24/2014

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____

6. 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 %
CHAD CLOUTIER	ROCKLAND, ME 04841	05/12/1972	100%

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:

Signature of Duly Authorized Person

3/3/15
Date

CHAD CLOUTIER
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 and Enforcement
164 State House Station
Augusta, Me 04333-0101
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3424
Email Inquiries: MaineLiquor@Maine.gov

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

Name of Applicant Kerry Altiero Phone _____

Address of Applicant 54 Headacre Farm Rd
Owls Head, ME 04854

Name of Business Café Miranda Phone 594-2034

Address of Business 15 Oak St
Rockland, ME 04841

Name of Property Owner (if different) _____

Type of License(s): X Liquor X Victualer X Entertainment

_____ Lodging House _____ Commercial Hauler _____ Landscape Contractor

_____ Billiard Room _____ Second Hand Merchant _____ Other (Specify) _____

Type of Business Restaurant

Expiration of Current License 6/9/2015

Fee(s) Paid $300.00 Date 4/28/15

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 _____ Date 4/21/15

Approved By: License # _____

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

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

_____ Police Chief 4/29/15 Date

_____ City Clerk _____ Date

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

Name of Applicant Daniel W Pease Phone 207-993-7488

Address of Applicant P.O. Box 1594
Rockland, ME 04841

Name of Business Rock Harbor, Inc Phone 207-701-7811

Address of Business 416 Main St / P.O. Box 1594
Rockland, ME 04841

Name of Property Owner (if different) Willard + Cheryl Pease

Type of License(s): X Liquor X Victualer X Entertainment

____ Lodging House ____ Commercial Hauler ____ Landscape Contractor

____ Billiard Room ____ Second Hand Merchant ____ Other (Specify) ____

Type of Business Restaurant

Expiration of Current License 5/13/15

Fee(s) Paid $300.00 Date 5/1/15

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 ____ Date ____

Approved By: License # ____

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

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

____ Police Chief ____ 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 06/08/2015

INDICATE TYPE OF PRIVILEGE: X MALT X SPIRITUOUS X VINOUS

INDICATE TYPE OF LICENSE:

- ف RESTAURANT (Class I,II,III,IV)
- ف HOTEL-OPTINONAL FOOD (Class I-A)
- ف CLASS A LOUNGE (Class X)
- ف CLUB (Class V)
- ف TAVERN (Class IV)
- X RESTAURANT/LOUNGE (Class XI)
- ف HOTEL (Class I,II,III,IV)
- ف CLUB-ON PREMISE CATERING (Class I)
- ف GOLF CLUB (Class I,II,III,IV)
- ف 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.) Daniel W. Pease **DOB: 11/09/1983**	**2. Business Name (D/B/A)** **Rock Harbor, Inc.**
DOB:	
DOB:	**Location (Street Address)** **416 Main Street**
Address **52 Appleton Road**	**City/Town** **Rockland** **State** **ME** **Zip Code** **04841**
	Mailing Address **P.O. Box 1594**
City/Town **Union** **State** **ME** **Zip Code** **04862**	**City/Town** **Rockland** **State** **ME** **Zip Code** **04841**
Telephone Number **207-701-7811** **Fax Number**	**Business Telephone Number** **207-593-7488** **Fax Number**
Federal I.D. # **45-2099364**	**Seller Certificate #** **11150761**

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 $ 331 K LIQUOR $ 377 K
5. Is applicant a corporation, limited liability company or limited partnership? YES X NO ف

complete Supplementary Questionnaire ,If YES

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

7. If manager is to be employed, give name: Molly Miller Staples

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

Requested inspection date: N/A Business hours: 11:00 am - 1:00 am

9. Business records are located at: 416 Main Street, Rockland, ME 04841

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

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

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
Daniel W. Pease	11/09/1983	Rockport, ME
Molly Miller Staples	08/03/1984	New Haven, CT

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

Daniel W. Pease - Union, ME

Molly Miller Staples - Jacksonville, FL / Rockland, ME

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

Name: Daniel W. Pease Date of Conviction: 03/08/2015

Offense: OUI (Alcohol) Location: Knox County Superior Court

Disposition: 72 hours served through the Alternative Sentencing Program, $500 fine, 150 day loss of license.

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

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

16. Does/do applicant(s) own the premises? Yes ف No X If **No** give name and address of owner:
Willard & Cheryl Pease - 51 Rockledge Road, South Thomaston, ME 04858

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)
Bar with 40 Seats, Restaurant with 35 seats

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

If YES, give details: Loan from Camden National Bank

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

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information o 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 t $2,000 or both."

Dated at: Rockland, ME on May 1, 20 15
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s) Signature of Applicant or Corporate Officer(s)

Daniel W Pease
Print Name Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I Spirituous, Vinous and Malt ..... $ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants: Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) $1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only ..... $ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only ..... $ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only ..... $ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) ..... $ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge $2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge $1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE ..... $ 10.00

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganize territories shall submit along with their application evidence of payment to the County Treasurer.

Yes [X] No [ ]

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

Name: Daniel W Pease

Date of Conviction: 03/18/2015

Offense: OUI (Alcohol)

Location of Conviction: Knox County Superior Court

Disposition: 72 Hours served through the Alternative Sentencing Program, $500 Fine, 150 day loss of license.

Signature:

DWPease
Signature of Duly Authorized Person

5/1/15
Date

Daniel W Pease
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:

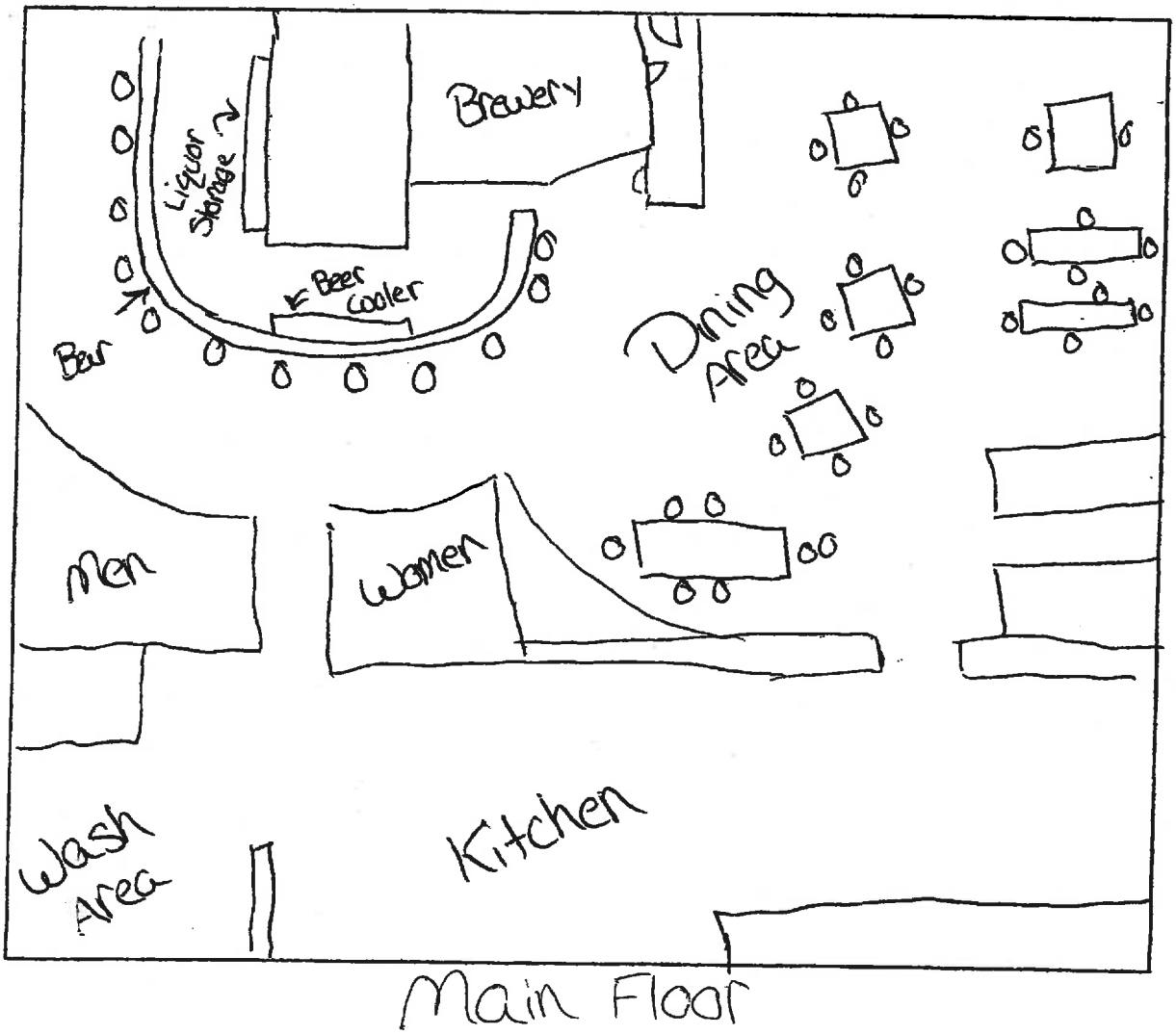
Bureau of Alcoholic Beverages and Lottery
Operations Division of Liquor Licensing Enforcement
8 State House Station Augusta, Me 04333-0008
Telephone Inquiries: (207) 624-7220
Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

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

SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

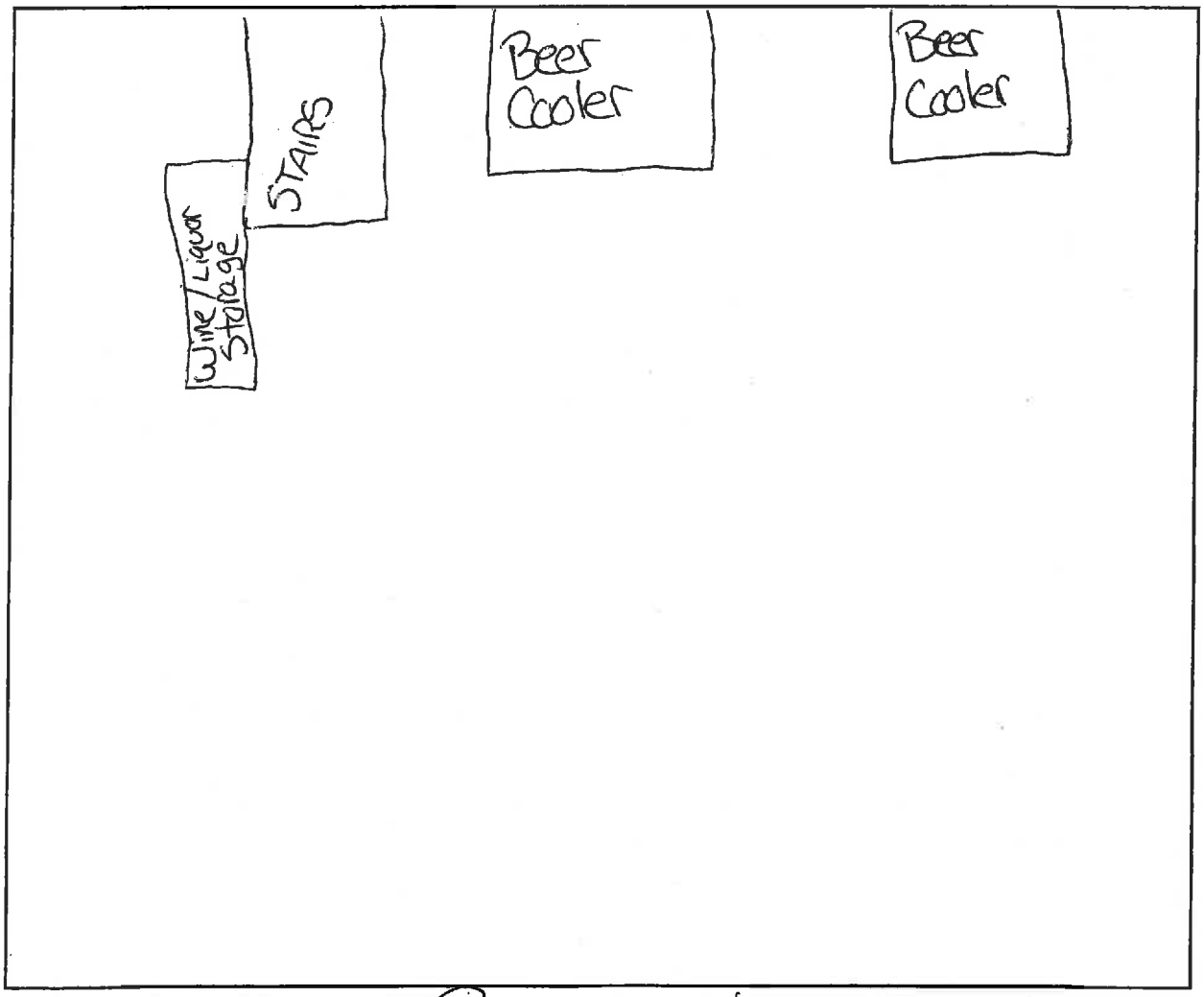


Bureau of Alcoholic Beverages
Division of Liquor Licensing & Enforcement
8 State House Station
Augusta, ME 04333-0008
Tel: (207) 624-7220 Fax: (207) 287-3434

SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



Basement

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

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

by: James D. Chaousis II
its: City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

MICHAEL REED:

_____

WITNESS:

_____

Print: _____

ANNIE REED:

_____

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

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

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

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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 7% *per annum*)
FY 2014:	$2,379.19	(including interest as of March 11, 2015, with interest accruing thereafter at a rate of 7% *per annum*)
FY 2015:	$2,448.63	(including interest as of March 11, 2015, with interest accruing thereafter at a rate of 7% *per annum*)
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:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

by: James D. Chaousis II
its: City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

EUGENIE L. HEATH:

_____

WITNESS:

_____

Print: _____

ALAN R. HEATH:

_____

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

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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

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

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

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

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

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

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

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

Subtotal: **$1,207.78**

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

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

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

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

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

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

FY 2016 (estimated): $2,114.78

Subtotal: **$2,114.78**

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

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

Subtotal: **$228.00**

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

Subtotal: **$2,711.22**

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

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

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

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

35. Registry Filing Fee. Grantee shall pay to the City the actual cost to the City for all filing fees imposed by the Knox County Registry of Deeds, if any, for the filing of the quitclaim deed issued by the City upon full compliance by the Grantee with the requirements of this Reconveyance Agreement, and of any other document or discharge triggered thereby;

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

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

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

39. Remedies.

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

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

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

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

WITNESS:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

by: James D. Chaousis II
its: City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

ROBIN R. HALL:

_____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #10

IN CITY COUNCIL

April 13, 2015

ORDINANCE AMENDMENT Amending Lease to Own Contract – Capital Equipment

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

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

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

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

Sponsor: Councilor Clayton
Originator: City Manager

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #11

IN CITY COUNCIL

April 13, 2015

ORDINANCE AMENDMENT Authorizing Lease – "Sea Scout" Building

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: Councilor Pritchett
Originator: City Manager

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

COMMERCIAL LEASE AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

To the North:	8 feet;
To the East:	to the Sharp's Point South, LLC property line;
To the South:	45 feet, including patio;

To the West: 8 feet;

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

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

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

October 2015 through May 2016: $200.00 / month.

B. Additional Rent.

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

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

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

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

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

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

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

35. Term.

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

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

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

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

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

A. Licensees may not sublet or otherwise permit the use or occupancy of the Premises, or any portion thereof, by any third party;

B. Licensees may not play, show, or operate any audio or visual device, and may not store any items, outside the Sea Scout Building on City property;

C. Licensees may not serve and shall prohibit the consumption of alcoholic beverages in or around the Premises;

D. Licensees may not place or maintain any container (other than closed containers for solid waste storage), shed, outbuilding, storage rack (except one kayak storage rack), or tables and chairs (except within the patio) on the exterior of the Premises;

E. Licensees shall be responsible for the repair of any damage that occurs within the Premises during the term of this Lease;

F. Licensees shall secure and maintain liability insurance covering occurrences within the Premises in amounts not less than $1,000,000/occurrence and $2,000,000/ aggregate, and shall cause the City to be named therein as an additional insured. Licensee shall cause an original certificate of such insurance to be submitted to the City prior to Licensee's use of the Premises. Licensee shall keep current such liability insurance coverage throughout the term of this Lease. The City shall secure and maintain property insurance for the Premises;

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

H. Licensees shall not cause or permit any Hazardous Material to be brought upon, kept at or in, or used in or about the Premises by either Licensee or their agents, employees, contractors, or invitees. Licensees shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the City, or any other governmental authority) does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Premises, or elsewhere, or the condition, use, or enjoyment of the Premises or any other real or personal property. Hazardous materials are those identified as hazardous pursuant to 38 M.R.S. § 1303(C)(15) and 06-096 C.M.R. ch. 850, § 3(A)(3); and

I. Nothing herein is intended nor shall be deemed to grant to a Licensee or any other party any property or other right, title, or interest in the real and personal property subsumed within the Premises. Nor does the grant of the permissions set forth in the Lease establish any precedent for or subsequent right to the renewal of such license and/or permissions in the future;

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

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

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

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

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

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

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

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

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

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

42. Maintenance, Alterations, And Improvements.

A. During the Initial Term, Renewal Term(s), and holdover, if any, Tenant shall make, at Tenant's expense, all other repairs, replacements, alterations, or improvements needed for the Tenant's use of the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises, except for major mechanical systems not installed by Tenant, and the roof, subject to the obligations of the parties otherwise set forth in this Lease.

B. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises, so long as said installations do not alter the character or limit the utility of the

Premises.

C. Tenant shall not make any alteration to the Premises which impairs the safety of the Premises, changes the character or limits the utility of the Premises, lessens the value of the Premises, or violates any legal or regulatory requirement.

D. After the initial Fit Out of the Premises, Tenant shall not make any alteration to the Premises unless it gives the City at least thirty (30) days prior notice. The notice shall be accompanied by detailed specifications and working drawings describing and illustrating the proposed alteration.

E. Within thirty (30) days after the substantial completion of any alteration, Tenant shall prepare a set of as-built plans and specifications describing and illustrating the effect of the alteration on the Premises in reasonable detail. The as-built plans and specifications shall be delivered to the City within sixty (60) days after substantial completion of the alteration.

F. All personal property, equipment, machinery, trade fixtures and temporary installations installed by Tenant in the Premises shall remain Tenant's property free and clear of any claim by the City. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Other alterations and improvements to the Premises shall be considered to be part of the Premises.

G. Tenant shall not permit any mechanic's or materialman's lien to be filed against the Premises or Snow Marine Park for any work performed, materials furnished, or obligation incurred, by or at the request of Tenant;

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

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

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

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

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

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

49. Representations and Warranties.

A. The City's Representations and Warranties:

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

(2) Authority to Lease. The City represents and warrants that it is authorized to enter into this Lease and deliver the Premises to Tenant.

B. Tenant's Representations and Warranties:

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

(2) Authority to Lease, Tenant represents and warrants that it is authorized to enter into this Lease, accept the Premises from the City, perform the obligations imposed by this Lease, and pay the Rent; and

(3) Financial Capacity. Tenant represents and warrants that it has sufficient financial capacity and credit worthiness to complete its undertakings in this Lease;

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

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

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

If to the City to:

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

If to Tenant to:

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

and

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

info@breakwaterkayak.com

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

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

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

55. Miscellaneous.

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

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

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

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

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

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

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

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

Attest:

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

_____
Stuart H. Sylvester, Clerk

_____
By: James D. Chaousis II
Its: City Manager

As to Form:

_____
Kevin J. Beal, City Attorney

Witness:

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

_____
Print: _____

_____
by: _____
its: _____

Witness:

Breakwater Kayak Company, LLC:

_____
Print: _____

_____
by: _____
its: _____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #12

IN CITY COUNCIL

April 13, 2015

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

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

Chapter 9 Harbor And Waterfront

Article II Harbor And Waterfront Facilities and Management

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

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

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

A. Do not exceed 32 sq. ft. in area each;

B. Are placed no sooner than 14 days prior to the start of the special event, and are removed within 24 hours of the end of the special event;

C. The sign locations meet all the requirements in the Rockland Sign Ordinance, Ch. 19,

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

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

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

* * *

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

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

Chapter 19 Zoning And Planning

Article III Zoning Ordinance

Sec. 19-315 Signs

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

* * *

B. Prohibited Signs

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

* * *

C. Exempt Signs.

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

* * *

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

Sponsor: Councilor MacLellan-Ruf
Originator: City Manager

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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

April 13, 2015

ORDINANCE AMENDMENT Authorizing a Municipal Quitclaim Deed – 127 First Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

First Reading 4/13/15
First Publication 4/23/15
Public Hearing 5/11/15
Final Passage
Second Publication
Effective Date

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

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

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

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

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

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

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

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

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

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

Subtotal: **$792.08;**

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

FY 2016 (estimated): $354.82

Subtotal: **$354.82**

In the event of a an increase in the mil rate from FY 2015 to FY 2016, Grantee shall pay the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000. In the event of a decrease in the mil rate from FY 2015 to FY 2016, the City shall pay Grantee the difference between the payment in lieu of tax estimated herein, and the product of the new mil rate and the assessed value of the Property on April 1, 2015 divided by 1,000 (Balance = **$354.82** – (mil rate x (assessed value/1,000)).

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

33. 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;

34. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and report of inspection of the Property on **November 19, 2014**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

A. Install one hard-wired, photo-electric battery back-up smoke and carbon monoxide detector outside the minor's bedroom, near the entrance door;

B. Install one battery-operated smoke detector in each bedroom; and

C. Level and re-position the back porch steps and install a porch guardrail where absent.

All repairs and compliance with this paragraph, and with applicable codes, are subject to inspection and approval by the Code Enforcement Officer and/or Fire Inspector. Neither this Agreement, nor compliance with this paragraph, shall relieve the Grantee and/or any subsequent

owner of the obligation to repair all code issues identified by the Code Enforcement Officer on inspection, and to fully comply with the Property Maintenance Code and other codes as may be applicable following the reconveyance of the Property;

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

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

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

38. Remedies.

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

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

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

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

WITNESS:

_____

by: Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND:

_____

by: James D. Chaousis II
its: City Manager

As to Form:

_____

Kevin J. Beal, City Attorney

WITNESS:

_____

Print: _____

TIMOTHY PERKINS:

_____

WITNESS:

_____

Print: _____

BRENDA PERKINS:

_____

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #14

IN CITY COUNCIL

May 11, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 20 Katahdin Avenue

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quit claim deed to Ryan Lawrence of Rockland, Maine, for a City-owned parcel of land and the building(s) thereon located at 20 Katahdin Avenue, Rockland, Maine (Tax Map #71-C-9) for $32,000; said sale being subject to the execution and substantial compliance with terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #15

IN CITY COUNCIL

May 11, 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

CITY OF ROCKLAND, MAINE

ORDER #31

IN CITY COUNCIL

May 11, 2015

ORDER Authorizing Listing of Property – 63 Warren Street

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT, pursuant to an agreement between the City of Rockland and Soundvest Properties of Rockland, dated June 23, 2009, the City Manager is hereby authorized to list for sale with Soundvest Property the City-owned parcel of land, with building(s) thereon, located at 63 Warren Street (Tax Map #25-A-15) for a period of six months. If the property is not sold, or under contract for sale, by November 11, 2015, the City Manager is directed to once again solicit bids for sale of said property.

Sponsor: Councilor Geiger
Originator: Councilor Geiger

CITY OF ROCKLAND, MAINE

ORDER #32

IN CITY COUNCIL

May 1, 2015

ORDER Authorizing Temporary Street Closure & Fee Waiver - Summer Solstice Celebration

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the Rockland Main Street Inc. is hereby authorized to close Main Street, between Park Street and Summer Street, from 3:00 p.m. to 8:00 p.m., with parking along Main Street to be prohibited beginning at 12:00 noon to allow for set up, on Saturday, June 20, 2015 to hold the 13th Annual Summer Solstice Celebration. The Organizers shall be responsible for setting up for and cleaning up after the event, shall coordinate with the Rockland Police and Fire Departments for any necessary traffic control and/or public safety measures, and shall provide proof of liability insurance to the City prior to holding the event. Any fees associated with this event are hereby waived.

Sponsor:
Originator: Summer Solstice Committee

City of Rockland
Special Events Application

Date of Event: 20 JUNE 2015
Start Time: 3:00 PM
Completion Time: 8:00 PM
Rain Date: _____

Type of Event: Parade / Walk / Foot Race / Bike Race / Demonstration / Other (circled) STREET FAIR

Participants: 1000+/-

SECTION I. APPLICANT

Title of Event: SUMMER SOLSTICE Name of Applicant Organization: ROCKLAND MAIN STREET, INC.

Address: PO BOX 407, 417 MAIN ST. #103, ROCKLAND 04841

Telephone: 5936093 Type of Organization: for profit / non-profit (circled) / other: 501 C3

Representative of the Organization (at least one name required - must be the applicant):

Name: GORDON PAGE Position: EX DIR Telephone: 5424452 Business: 5936093

SECTION II. CITY PROPERTY

Proposed Use of City Owned Property (specify whether admission to be charged, and how much)
Building / Park / Street Closure (circled) / Use of Public Way / Other City Owned property
MAIN STREET & SIDE STREETS FROM PARK TO SUMMER

(City Council or Harbor Management Commission approval required for street/sidewalk closure or exclusive use of park)

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

Parking: N/A Location(s):

Liquor Service ? N/A (license required) Type of License (attach copy):
Food Service ? N/A (attach copy of state license) Describe arrangements for food storage, preparation, and type and storage of cooking fuels:
Sanitary facilities: Type: N/A # Available:
Contractor / Contact Info:
Signage ? Location(s): Number:

(City Council approval is required for off-premises signs in ROW / on City property)

Electrical Installations ? Type: N/A Location(s): Contractor:
Tents ? Number: Location(s): Contractor: Dates:
Insurance: Agent: ALLEN AGENCY Contact: JOANNE BURRINGTON Limits: COI TO BE FILED W/CITY
(Attach copy of insurance rider / declaration page)

SECTION IV. EVENT INFORMATION

A. Assembly Area Prior to Event: N/A
B. Will the Event Disrupt Traffic Patterns? Yes X No _____
C. Traffic Detours Needed? Yes X No _____
D. Are Street Closures Necessary? Yes X No _____
E. Traffic Control Equipment (signs, barricades, etc.) Needed? Yes X No _____
F. Who Will Provide Traffic Control? ROCKLAND PD & VOLUNTEERS
G. Will the Event Disrupt Retail Businesses? Yes _____ No X DOWNTOWN BUSINESSES ARE EXPECTED TO REMAIN OPEN

(If yes, you must notify those affected businesses)

H. Type of Crowd Expected to Attend? FAMILIES, VOLUNTEERS & BUSINESS OWNERS

SECTION V. CITY SERVICES REQUESTED and / or REQUIRED

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

POLICE DEPARTMENT SUPPORT — Yes X No ____
(Contact (207) 594-0317)

FIRE DEPARTMENT / EMS SUPPORT — Yes ____ No X
(Contact (207) 594-0318)

DEPARTMENT OF PUBLIC WORKS SUPPORT — Yes X No ____
(Contact (207) 594-0320)

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

Signature of authorized representative:
Date: 14 APRIL 2015 Print: GORDON PAGE

SECTION VI. CITY OF ROCKLAND USE ONLY

POLICE:
Approved as submitted: Chief of Police / Designee
Approved with conditions: Chief of Police / Designee
Conditions: 3 officers x 5 hrs. pay

FIRE:
Approved as submitted: Fire Chief / Designee
Approved with conditions: Fire Chief / Designee
Conditions: n/a

PUBLIC WORKS:
Approved as submitted: Public Works Director / Designee
Approved with conditions: Public Works / Designee 4/23/15
Conditions: Empty cans bring to Public works / put in truck

HARBOR & WATERFRONT
(for Buoy, Harbor, or Snow Marine Park)
Approved as submitted: Harbor Master
Approved with conditions: Harbor Master
Conditions:

14 April 2015

Rockland City Council
c/o Mr. James Chaousis, City Manager
270 Pleasant Street
Rockland, ME 04841

Dear Council Members:

Rockland Main Street Inc. is preparing for its 14th annual Summer Solstice Celebration event.

Please accept this formal request to close Main Street from Park Street to Summer Street from 3:00pm to 8:00pm, on Saturday the 20th of June 2015 for the Summer Solstice Celebration event. In addition to the street closure, we seek permission to prohibit parking by putting up no parking signs on Main Street beginning at or about Noon on that day.

The focus of the event is on providing a family friendly environment while celebrating our community and the beginning of summer. In 2014, for the first time, we had some success making this a "Smoke-Free" event.

Given that this is an event created for the enjoyment of the community and residents of Rockland, we ask that you consider waiving all fees. We will work closely with city staff to minimize any burden on the city, just as we have done successfully in past years.

Attached is the City of Rockland Special Events Application that has been reviewed by the Rockland Police Department, the Rockland Fire Department, and the Rockland Department of Public Services.

Arrangements will be made for the removal of trash after the event, and no street cleaning will be necessary outside the usual DPW schedule.

As it is my intention to be present at the council meeting when you vote on this request, please alert me of the date and time of the meeting.

Thank you for your consideration.

Best personal regards,

Gordon Page, Sr.
Executive Director

cc: City Clerk

Rockland Main Street, Inc.
"Working to Keep Downtown the Heart of the Community"
PO Box 402, Rockland Maine 04841
Located at 417 Main Street # 203 ~ 207.593.6093 ~ rocklanddowntown@gmail.com
Rockland, Maine is a U. S. Coast Guard City and was named a Distinctive Destination in 2010
Member Maine Downtown Center and Maine Development Foundation
501(c)(3)

CITY OF ROCKLAND, MAINE

ORDER #33

IN CITY COUNCIL

May 1, 2015

ORDER Authorizing Temporary Street Closure - Blues Festival "Club Crawl"

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the organizers of the North Atlantic Blues Festival are hereby authorized to close Main Street, from Park Street to Talbot Avenue, from 8:00 p.m. on July 11, 2015 to 1:00 a.m. on July 12, 2015, to hold the annual "Club Crawl" in conjunction with the North Atlantic Blues Festival. Establishments offering live entertainment in conjunction with the "Club Crawl" shall be limited to those within the area stated above. The organizers shall be responsible for setting up for and cleaning up after this event, shall coordinate with the Rockland Police and Fire Departments for any necessary traffic control and/or public safety measures, and shall provide proof of liability insurance to the City prior to holding the event.

Sponsor: City Council
Originator: Paul Benjamin

City of Rockland
Special Events Application

Date of Event: 07-11-15
Start Time: 8pm
Completion Time: 123 6AM
Rain Date: NONE

Type of Event: Parade / Foot Race / Demonstration / Walk / Bike Race / Other (circled)

Participants: _____

SECTION I. APPLICANT

Title of Event: Club Crawl Name of Applicant Organization: North Atlantic Blues Festival

Address: 70 Lake Ave Rockland, Me 04841

Telephone: 207 596-6055 Type of Organization: for profit / non-profit / other: _____

Representative of the Organization (at least one name required - must be the applicant):

Name: Paul E Benjamin Position: CV owner Telephone: 596-6055 Business: 596-6055

SECTION II. CITY PROPERTY

Proposed Use of City Owned Property (specify whether admission to be charged, and how much)
Building / Park / Street Closure / Use of Public Way / Other City Owned property

(City Council or Harbor Management Commission approval required for street/sidewalk closure or exclusive use of park)

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

Parking: _____ Location(s): Park and Main - to Tilson/Main

Liquor Service ? no (license required) Type of License (attach copy): _____

Food Service ? no (attach copy of state license) Describe arrangements for food storage, preparation, and type and storage of cooking fuels: _____

Sanitary facilities: Type: _____ # Available: _____

Contractor / Contact Info: _____

Signage ? Location(s): _____ Number: _____

(City Council approval is required for off-premises signs in ROW / on City property)

Electrical Installations ? Type: _____ Location(s): _____ Contractor: _____

Tents ? Number: ____ Location(s): _____ Contractor: _____ Dates: _____

Insurance: Agent: _____ Contact: _____ Limits: _____

(Attach copy of insurance rider / declaration page)

SECTION IV. EVENT INFORMATION

A. Assembly Area Prior to Event: _____

B. Will the Event Disrupt Traffic Patterns? Yes X No ____

C. Traffic Detours Needed? Yes X No ____

D. Are Street Closures Necessary? Yes X No ____

E. Traffic Control Equipment (signs, barricades, etc.) Needed? Yes X No ____

F. Who Will Provide Traffic Control? Police

G. Will the Event Disrupt Retail Businesses? Yes ____ No X
(If yes, you must notify those affected businesses)

H. Type of Crowd Expected to Attend? Blues Fans and locals

SECTION V. CITY SERVICES REQUESTED and / or REQUIRED

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

POLICE DEPARTMENT SUPPORT — Yes X No ____
(Contact (207) 594-0317)

FIRE DEPARTMENT / EMS SUPPORT — Yes ____ No X
(Contact (207) 594-0318)

DEPARTMENT OF PUBLIC WORKS SUPPORT — Yes X No ____
(Contact (207) 594-0320)

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

Signature of authorized representative: Paul E Benjamin
Date: 4-17-15 Print: PAUL E Benjamin

SECTION VI. CITY OF ROCKLAND USE ONLY

POLICE:
Approved as submitted: ____
Chief of Police / Designee
Approved with conditions: ____
Chief of Police / Designee
Conditions: ____

FIRE:
Approved as submitted: ____
Fire Chief / Designee
Approved with conditions: ____
Fire Chief / Designee
Conditions: ____

PUBLIC WORKS:
Approved as submitted: ____
Public Works Director / Designee
Approved with conditions: ____
Public Works / Designee
Conditions: ____

HARBOR & WATERFRONT
(for Buoy, Harbor, or Snow Marine Park)
Approved as submitted: ____
Harbor Master
Approved with conditions: ____
Harbor Master
Conditions: ____

CITY OF ROCKLAND, MAINE

ORDER #34

IN CITY COUNCIL

May 11, 2015

ORDER Accepting Forfeited Assets – Ashley Hunt

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:

- One 2012 Toyota Tacoma Truck (VIN#5TFUU4EN9CX034855)
- One Sig Sauer 1911 .45 cal Handgun (Serial #54B031228)
- One Bryco, Jennings 9mm Handgun (Serial #1563940)
- $132,036.00 U.S. Currency
- $4,410.00 U.S. Currency

State of Maine v. Ashley Hunt, Superior Court Docket # CR-15-021.

Sponsor: City Manager
Originator: Police Department

STATE OF MAINE
Knox, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-15-021

State of Maine	}	
	}	Municipality of Rockland
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Ashley Hunt	}	
a/k/a Ashley J. Hunt,	}	
A.J. Hunt	}	
Defendant;	}	
	}	
And	}	
	}	
One 2012 Toyota Tacoma,	}	
VIN #5TFUU4EN9CX034855	}	
Defendant(s) In Rem #1	}	
	}	
One Sig Sauer 1911 .45 cal	}	
Serial # 54B031228	}	
One Bryco, Jennings Nine, 9mm	}	
Serial # 1563940	}	
Defendant(s) In Rem #2	}	
	}	
$132,036.00 U.S. Currency	}	
Defendant(s) In Rem #3	}	
	}	
$4,410.00 U.S. Currency	}	
Defendant(s) In Rem #4	}	

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 #3 ($43,571.88 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 #3, 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

_____.