

CITY OF ROCKLAND, MAINE



*270 Pleasant Street
Rockland, Maine 04841*

CITY CLERK'S OFFICE

July 31, 2015

***YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF THE
ROCKLAND CITY COUNCIL WILL BE HELD IN CITY COUNCIL
CHAMBERS AT ROCKLAND CITY HALL, 270 PLEASANT STREET,
ROCKLAND, MAINE ON MONDAY, AUGUST 3, 2015 AT 5:30 P.M. FOR
THE FOLLOWING PURPOSE(S):***

[Please Note Starting Time and Date]

Workshop: Transient Accommodations
Set Agenda for August 10, 2015 Regular Meeting
Discussion – Procedure for City Manager's 6 month review

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

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

ITEMS FOR AUGUST 10, 2015 REGULAR MEETING:

Communications:

- a. Letter from The Commandant of the U. S. Coast Guard – Appreciation of Support

Public Hearing – To gather public comments for a Microenterprise Assistance Grant application

Licenses and Permits:

- a. Liquor & Entertainment Licenses – American Legion Post #1
- b. Lodging House License – Brunswick Rooms

Resolves:

- #32 Commendation – Troy Peasley (20 Yrs. of Service)
- #33 Accepting Donation – Library
- #34 Accepting Donation – Library
- #35 Accepting Donations – Library

Ordinances in Final Reading and Public Hearing:

- #20 Authorizing Quit Claim Deed – Reconveyance of 11 Dunton Avenue
- #22 Authorizing Quit Claim Deed – Sale of 20 Katahdin Avenue

Ordinances in First Reading:

- #21 Zoning Map Amendment – W/WG to C3 – Farwell Drive (Postponed from 7/13/15)
- #23 Ch. 17, Sec. 17-801 Parking Prohibition – Gordon Drive
- #24 Ch. 17, Sec. 17-403 & 17-420 Shuffling
- #25 Authorizing Lease to Own Contract – 2016 CIP Equipment
- #26 Authorizing Sale of City Property – 328 Limerock Street
- #27 Ch. 12, Sec. 12-107 Violation of Curfew Notification
- #28 Lease Recreation Center to YMCA
- #29 Authorizing Sale of City Property – 35 Broadway
- #30 Authorizing Sale of City Property – 44 Old County Road
- #31 Authorizing Sale of City Property – 319 Broadway

Orders:

- #52 Setting Due Dates & Interest Rate – FY2016 Taxes (Postponed from 7/13/15)
- #61 Casting Ballot – MMA Officers
- #62 Setting Time for Polls – 08/18/15 RSU #13 Budget Ref Election
- #63 Accepting EPA Brownsfields Phase I Site Assessment Grant
- #64 Authorizing Loan Agreement Extension with the U.S. Coast Guard
- #65 Authorizing License Extension for Loan of Lighthouse Artifacts
- #66 Authorizing Expenditure of Reserve fund – Lien Acquired Property
- #67 Authorizing COLA Salary Adjustments – Attorney/Clerk

Executive Session – Labor contract update

City of Rockland

Evaluation Process for the City Manager

Proposed to the City Council on August 3rd, 2015

Overview

The process, evaluation instruments and timetable outlined below reflect changes as proposed to the City Council in 2015 for the purpose of streamlining the process and providing a fair and equitable review procedure.

Evaluation Instruments

The City Council will utilize the following instruments:

- Qualitative- This is an evaluation instrument to reflect the major job responsibilities of the City Manager as outlined in the job description for this position.
- Quantitative- This is made part of the qualitative evaluation instrument and is based upon the Goals, Objectives, and Priority Initiatives as outlined by the City Council annually. The City Manager will provide written comments in the evaluation instrument on each of the major organizational goals and briefly comment on any significant priority initiatives.
- 360 Feedback- The feedback instrument will provide management staff an opportunity to offer feedback to the City Council on the performance of the City Manager.

Evaluation Calendar & Process for Regular Reviews

August The City Council will meet with the City Manager to review and make recommended changes to the Evaluation Survey Form, the City Manager Job Description, and the “360” Review Feedback Forms.

August Quantitative & Qualitative Instrument- The City Council and the City Manager will meet in executive session to review his written comments and summary on the status of past year’s Goals, Objectives, and Priority Initiatives for the City. Council will be asked to complete the evaluation instrument and return it directly to the Mayor by a given date.

360 Feedback Instrument- Directly following the meeting, the Mayor will work with the City Manager to prepare a cover letter and packet material to be forwarded to management staff asking that they provide feedback for a “360” review of the City Manager. The feedback forms will be completed and returned directly to the Mayor by a given date.

Once the Mayor receives the feedback forms from the members of the Council and management staff he/she will tabulate the results and prepare a draft compilation for presentation to the full City Council for its April meeting. The Council will meet initially in executive session without the City Manager to discuss the draft compilation. Then the Council will meet in Executive Session with the City Manager to discuss the past year’s performance evaluation and establish goals for the current year. Following the executive session, the Mayor will prepare a final evaluation write up.

City of Rockland

Sept The City Council will meet in executive session to formulate a proposed comprehensive performance evaluation based on the information collected. If favorable, the City Manager will be released from probationary status. No compensation adjustment will be made, whether favorable or not, based on the employment contract.

City of Rockland

TITLE: City Manager
DIVISION: Administration

FLSA: Exempt

SUMMARY:

As the Chief Administrative Officer of the City of Rockland, this position is responsible and accountable for all aspects of the organization's activities. This individual's primary responsibility is to assure that the City effectively serves the long-term interest of residents, taxpayers, and guests through the development and maintenance of a high-quality municipal government providing valuable support and resources.

Some of the very broad responsibilities of the position include:

- Providing clear and sound direction and strategic leadership to the City and staff.
- Establishing and maintaining an organizational and management structure to support the City's activities
- Working effectively with the City Council and other standing and ad hoc councils in translating council policy directives into plans for staff implementation and communicating with them regarding all aspects of the City's operations, emerging issues and recommendations of policy positions for consideration.
- Providing effective leadership and advocacy on state and federal policy issues affecting the municipal government. This includes maintaining effective working relationships with key officials.
- Ultimate responsibility for all departments, staff, programs, and operating issues regarding the City.
- Maintaining positive professional relations with residents, taxpayers, and guests.
- Ensuring strong internal management practices and results.
- Maintaining effective working relationships with external organizations to promote proper functioning of the municipality and sound intergovernmental finances.
- All the duties regarding to Federal, State, and local law for the following positions:
 - City Manager

City of Rockland

Evaluation of the City Manager 2015

This form is intended to provide a framework for Council to offer their observations regarding the performance of the City Manager. Categories are drawn in large part from the job description for the City Manager.

The performance rating definitions are outlined below.

1. Unsatisfactorily – Significantly fails to perform in a satisfactory manner. Detracts from overall performance, requiring concerted effort to improve within the year.
 2. Needs Improvement- Meets most requirements in this category, but falls short of a fully satisfactory performance in meeting expectations.
 3. Meets Expectations- Performs all duties/responsibilities in this category in a fully satisfactory and consistent manner. Performs competently.
 4. Exceeds Expectations- Performs in a manner which typically exceeds the performance level one would expect for this position. Brings something “extra” to the job in the way of ideas, judgment, initiative, etc.
 5. Outstanding- Truly exceptional. Exceeds expectations in every respect. Performed in a manner which one would anticipate is significantly better than peers in similar positions.
-

QUALITATIVE EVALUATION

RELATIONSHIPS WITH COUNCIL/BOARDS/COMMITTEES

This category encompasses the following:

- Works effectively with the Council, standing committees and ad hoc committees.
- Translates council policy directives into plans for staff implementation.
- Communicates with councils regarding City operations, emerging issues, and recommendations of policy proposals.

City Manager Comments:

City of Rockland

Prompting Questions:

Does the City Manager take a leadership role in identifying major policy issues and formulating well thought recommendations?

Does the City Manager establish and maintain clear understanding with the councils regarding the respective roles of the councils and the City Manager?

Does the City Manager demonstrate effective verbal and written communication skills with councils?

Does the City Manager provide appropriate attention and necessary follow-up in executing adopted council policies?

Council Comments:

Please circle the number which best represents your evaluation of the City Manager's performance in this category.

Relationships with Councils

1 2 3 4 5

LEADERSHIP OF THE CITY

This category encompasses the following:

- Providing clear and sound direction and strategic leadership to the City and its staff.
- Establishing and maintaining an organizational and management structure to support the City's activities.
- Ultimate responsibility for all departments, staff, programs, and operating issues regarding the City.

City Manager Comments:

Prompting Questions:

Does the City Manager demonstrate effective leadership and strategic thinking in his work with Councils, Committees, and staff?

Does the City Manager provide a strong management focus for the City?

Does the City Manager create and maintain an organizational climate designed to attract, retain and motivate high quality employees?

Does the City Manager provide a sound and effective organizational and management structure?

City of Rockland

Council Comments:

Please circle the number which best represents your evaluation of the City Manager's performance in this category.

Leadership of the City

1 2 3 4 5

EXTERNAL RELATIONSHIPS

This category encompasses the following:

- Providing effective leadership and advocacy on state and federal policy issues affecting the municipal government. This includes maintaining effective working relationships with key officials.
- Maintaining positive professional relations with residents, taxpayers, and guests.
- Maintaining effective working relationships with external organizations to promote the proper functioning of the municipality and sound intergovernmental finances.

City Manager Comments:

Prompting Questions:

Does the City Manager ensure that the City develops and maintains effective relationships with other Cities, Towns, the State government, Congressional delegate offices?

Does the City Manager maintain effective relationships with other organizations?

Does the City Manager maintain an awareness of trends and problems confronting the City?

Council Comments:

Please circle the number which best represents your evaluation of the City Manager's performance in this category.

External Relationships

1 2 3 4 5

City of Rockland

PERSONAL AND PROFESSIONAL CHARACTERISTICS

This category encompasses the following:

- Exercise of tact and diplomacy in contacts, both internal and external, seeking cooperation and maintaining public support of the City.
- Interpersonal, conceptual, organizational, conflict management, time management, and creative/analytical skills.
- Communication skills and knowledge of public relations.

City Manager Comments:

Prompting Questions:

Does the City Manager demonstrate ability to respond effectively in situations that are unstructured and require action without existing council policy decisions?

Is the City Manager open to new approaches and willing to take calculated risks to achieve innovation and change?

Does the City Manager present himself well when representing the City?

Council Comments:

Please circle the number which best represents your evaluation of the City Manager's performance in this category.

Personal and Professional Characteristics

1 2 3 4 5

OVERALL QUALITATIVE EVALUATION (brief written comments are invited):

Council Comments:

Overall Qualitative Evaluation

1 2 3 4 5

City of Rockland

QUANTITATIVE EVALUATION

GOAL I: Created by the Council

City Manager Comments:

GOAL II: Created by the Council

City Manager Comments:

GOAL III: Created by the Council

City Manager Comments:

GOAL IV: Created by the Council

City Manager Comments:

GOAL V: Created by the Council

City Manager Comments:

GOAL VI: Created by the Council

City Manager Comments:

GOAL VII: Created by the Council

City Manager Comments:

Using the rating definitions from the previous page, please circle the number which best represents your evaluation of the City's performance under the following categories:

City of Rockland

GOAL I: Created by the Council	1	2	3	4	5
GOAL II: Created by the Council	1	2	3	4	5
GOAL III: Created by the Council	1	2	3	4	5
GOAL IV: Created by the Council	1	2	3	4	5
GOAL V: Created by the Council	1	2	3	4	5
GOAL VI: Created by the Council	1	2	3	4	5
GOAL VII: Created by the Council	1	2	3	4	5

Council Comments:

Signature

Name- Please Print

Date

City of Rockland

CITY MANAGER EVALUATION FEEDBACK FORM

CITY Management Staff

All comments made on this form should be directly related to personally observed behavior / style / communication, etc. over the last twelve months (calendar year).

PART I

To what extent does the City Manager provide:

Organizational Leadership?

Clear Direction/Instructions and Priorities?

Clear and Thorough Communication?

Appropriate Delegation to You?

City of Rockland

Suitable Resources to Do Your Job?

Timely Responses to Questions/Concerns?

Easy Access to the City Manager?

Equity and Fairness in Dealing with Staff (Expectations, Discipline, Respect, Etc.)?

In what areas do you feel the City Manager really excels?

City of Rockland

In what areas do you feel the City Manager could use some additional work/effort?

With regard to my department, I wish the City Manager was more/less:

I think the highest priority for the City should be:

You are invited to offer other remarks you would like to make on a separate sheet of paper.
Thank you.

NAME OF RESPONDENT: _____



THE COMMANDANT OF THE UNITED STATES COAST GUARD
WASHINGTON, D.C. 20593-0001

JUL 22 2015

Dear Mayor Isganitis,

I deeply appreciate Rockland's continued commitment to Coast Guard men and women serving in your area. In less than one month, America's Coast Guard celebrates 225 years of service to this great Nation and our enduring role in the safety, security and stewardship of America's maritime interests. As an official Coast Guard City, Rockland plays an important part in this legacy.

Rockland has demonstrated a long-standing and extraordinary level of support for the Coast Guard and Coast Guard families. The Coast Guard is proud to be a part of the Rockland community and grateful for the bond it shares with your community as we celebrate the Coast Guard's 225th birthday on August 4th.

Should you have any questions about the Coast Guard missions in your area, or need more information about milestones in the Service's 225-year history, please reach out to my Press Assisiant, Commander Matt Moorlag, at 202.372.4528 or matthew.j.moorlag@uscg.mil.

As we celebrate our birthday, and all America's Coast Guard has accomplished over the last 225 years, I extend my personal gratitude to Rockland and your commitment to our Coast Guard men, women and families who are proud to make Rockland their home. We look forward to your community's continued support as we celebrate our 225th year of service to our Nation.

Sincerely,



Paul F. Zukunft
Admiral, U.S. Coast Guard

The Honorable Frank Isganitis
Mayor of Rockland
City of Rockland
270 Pleasant Street
Rockland, Me 04841

Public Hearing Notice
The City of Rockland

The City of Rockland will hold a Public Hearing on August 10th at 7:00pm at Rockland City Hall, 270 Pleasant Street to discuss an application being submitted to the State of Maine CDBG program for a Microenterprise Assistance Grant. The purpose of the grant application is to gather public comment on the application. Public comments will be solicited at this Hearing and will be submitted as part of the application. All persons wishing to make comments or ask questions about the grant application are invited to attend this Public Hearing. Comments may be submitted in writing to: Audra Caler-Bell, 270 Pleasant Street, Rockland ME 04841 at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the City's programs or services, please call 207-594-0306, so that accommodations can be made.



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

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

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

Name of Business Same Phone _____

Address of Business Same

Name of Property Owner (if different) _____

Type of License(s): Liquor Victualer Entertainment

Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Merchant Other (Specify) _____

Type of Business Veteran Services (Canteen)

Expiration of Current License 8-29-15

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

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

Applicant's Signature Charles C. Finley, Sr. F.O. Date 7-20-15

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 8-29-15

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
DOB:	Winslow - Hulbrook - Merritt
DOB:	American Legion Post #1
DOB:	Location (Street Address)
Address	335 Limerock St
City/Town	City/Town
State	State
Zip Code	Zip Code
City/Town	City/Town
State	State
Zip Code	Zip Code
Telephone Number	Business Telephone Number
Fax Number	Fax Number
Federal ID. #	Seller Certificate #

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 \$ 0 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: Belinda Landre

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

Requested inspection date: _____ Business hours: _____

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

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

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
<u>Charles C Finlay, Sr (Finance Officer)</u>	<u>8-7-43</u>	<u>Rockland, ME</u>
<u>Belinda Landre (Bar Manager)</u>	<u>10-11-58</u>	<u>Rockland, ME</u>

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

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

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO
If YES, give details: Rockland Savings Bank (MORTGAGE)

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

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

Dated at: Rockland, ME 04841 on 6-18, 20 15
Town/City, State Date

Charles C Finley, Sr
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Charles C Finley, Sr
Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

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

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

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

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

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

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

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

- FILING FEE**.....\$ 10.00

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



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

PPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: Winslow - Holtbrook - Merrill American Legion Post #1

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

Title	Name	Birth Date	Telephone
Commodore	Darryl Lecritt	5/24/1947	207-273-2286
Adjutant	Daryles King	6/5/1952	207-584-9895
Finance Officer	Charles Finley, Sr	8/7/1943	207-542-4844

3. Date Club was incorporated: 1919

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

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

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

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

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

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

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

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

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

Sign in blue ink Charles C. Finley, Sr

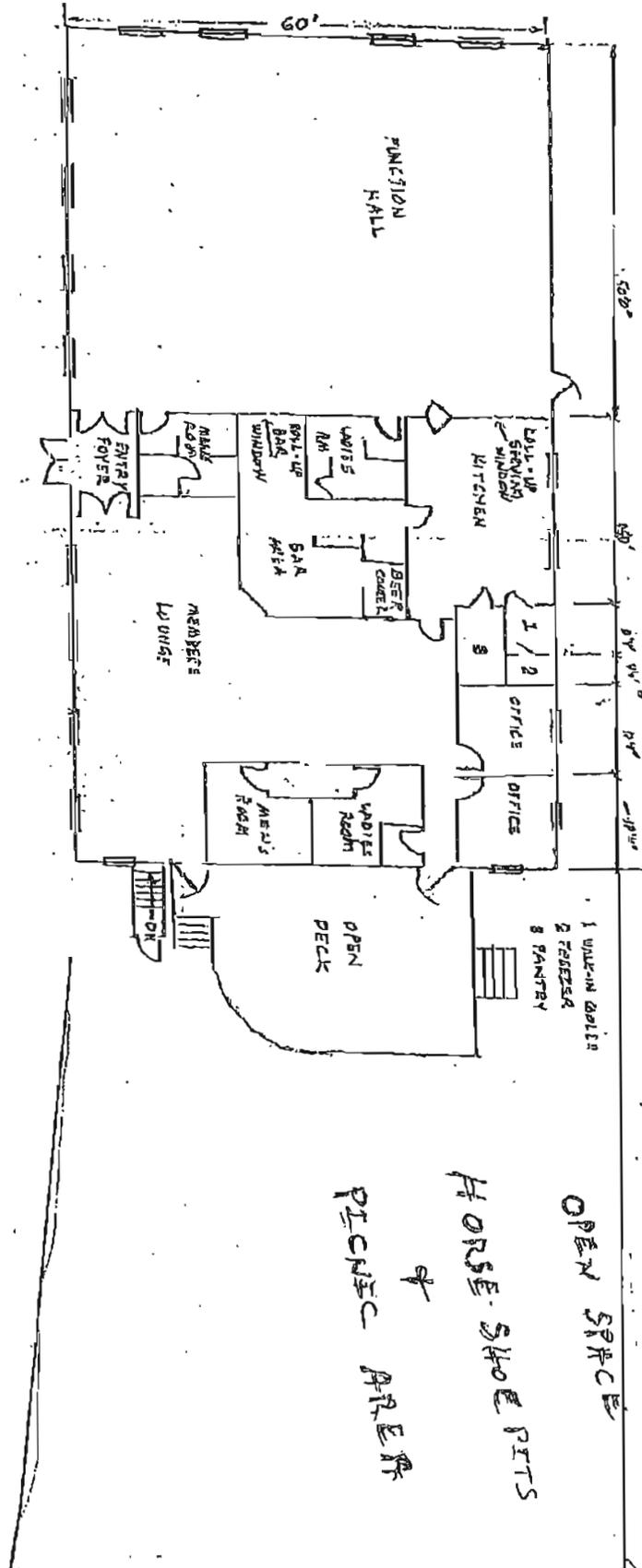
Charles C. Finley, Sr Finance Officer
 Signature & Title of Club Officer

6/18/15

Date

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

PREMISE DIAGRAM



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

Name of Applicant Colin Wentworth Phone 207-691-7722

Address of Applicant 6 Lake Ave.
Rockland

Name of Business Brunswick Rooms Phone 207-584-9761

Address of Business 204 Main St.

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

Type of License(s): Liquor Victualer Entertainment

Lodging House Commercial Hauler Landscape Contractor

Billiard Room Second Hand Merchant Other (Specify) _____

Type of Business Rooming/Boarding House

Expiration of Current License _____

Fee(s) Paid \$100.00

Date July 20, 2015

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

Applicant's Signature Colin Wentworth Date July 20, 2015

Approved By: _____ License # _____

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

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

Police Chief _____ Date _____

City Clerk _____ Date _____

CITY OF ROCKLAND, MAINE

RESOLVE #32

IN CITY COUNCIL

August 10, 2015

RESOLVE Commendation – Troy Peasley

BE IT HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE

RESOLVE #33

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donation - Library

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

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

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

Sponsor: City Council
Originator: City Council



FRIENDS OF
ROCKLAND
PUBLIC LIBRARY

P. O. Box 764, Rockland, ME 04841

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

July 1, 2015

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

Dear City Council Members:

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

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

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

Sincerely,

Michelle H. Dee
Treasurer

cc: Amy Levine, Library Director

CITY OF ROCKLAND, MAINE

RESOLVE #34

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donation – Library

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

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

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

Sponsor: City Council
Originator: City Council

R. P. L. E. A.

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

July 23, 2015

To: Mayor and Members of the Rockland City Council:

Greetings:

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

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

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

CITY OF ROCKLAND, MAINE

RESOLVE #35

IN CITY COUNCIL

August 10, 2015

RESOLVE Accepting Donations – Library

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

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

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

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

Sponsor: City Council
Originator: City Council

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #20
IN CITY COUNCIL

July 13, 2015

ORDINANCE AMENDMENT Authorizing Quit Claim Deed - Reconveyance 11 Dunton Ave.

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor: City Council
Originator: City Manager

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

RECONVEYANCE AGREEMENT
11 Dunton Avenue (Tax Map 16-A-17)

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

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

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

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

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

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

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

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

FY 2016 (estimated): \$1,602.72

Subtotal: **\$1,602.72**

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

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

3. Insurance. The Grantee shall pay or cause to be paid to the City the actual cost to insure the Property during the period of its ownership, in the **estimated** amount of **\$150 (actual amount may vary)**, on or before the Reconveyance Deadline;

4. Repairs. Pursuant to Rockland Code, Chapter 2, Article V, Section 2-509(15)(F)(4), and report of inspection of the Property on **June 5, 2015**, the Grantee shall effect the following repairs of violations of the Life Safety, Property Maintenance, and/or other applicable Codes at the Property, on or before the Reconveyance Deadline unless otherwise stated below:

- A. Install operational, hard-wired smoke alarms with battery backup outside and in immediate proximity to each bedroom;
- B. Install operational smoke alarms inside each room used for sleeping purposes;
- C. Install operational carbon monoxide detectors powered by the electrical service in the building within, or in areas giving access to, each bedroom (may be a combined smoke / carbon monoxide detector); and
- D. Prior to the Reconveyance Deadline, submit a plan of correction, including a schedule, acceptable to the Code Enforcement Officer for the correction of the remaining violations noted in the Report of 06/05/15 Inspection;

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

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

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

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

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

9. **Remedies.**

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

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

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

WITNESS:

CITY OF ROCKLAND:

by: Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

WITNESS:

ALAN W. DEARBORN:

Print: _____

WITNESS:

PENNY DEARBORN:

Print: _____

CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #22
IN CITY COUNCIL

July 13, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 20 Katahdin Avenue

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Stjuart Bicaj, of 18 Katahdin Avenue, for property located at 20 Katahdin Avenue, as shown on Rockland Tax Map #71-C-9, for \$20,150, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

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

damage, or destruction of structures at the Property shall be assumed solely by the Seller. Seller shall keep the principal structure(s) insured against fire and other extended casualty risks prior to closing. If any structure is damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the Property "as-is" together with an assignment of the insurance proceeds relating thereto.

10. FUEL / UTILITIES; PRORATIONS: Any fuel in operable fuel tanks at the Property shall be purchased by the Buyer at the cash price as of the date of the closing of the supplier that last delivered fuel at the Property. Metered utilities such as electricity, water, and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) payment in lieu of tax. The day of closing is counted as a Seller day for purposes of pro-rating expenses and income. Real estate taxes due and owing in the current municipal fiscal year (or payment in lieu of taxes if the municipality owned the Property on April 1) shall be prorated as of the date of closing; Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained. **BUYER AGREES TO MAKE PRO-RATED PAYMENT IN LIEU OF TAX FOR FISCAL YEAR 2016 (JULY 1, 2015, THROUGH JUNE 30, 2016) AT THE CLOSING, CALCULATED FROM THE AMOUNT OF TAX THAT WOULD HAVE BEEN ASSESSED ON THE PROPERTY HAD THE BUYER HELD TITLE TO THE PROPERTY ON APRIL 1, 2015, WHICH WAS ASSESSED AT \$159,600.** Buyer and Seller will each pay their transfer tax if and as required by the State of Maine, if applicable. The payment and other requirements of the parties set forth in this paragraph are contractual, and shall survive closing and remain in full force and effect until performed.

11. DUE DILIGENCE: Neither Seller nor Agency makes any warranties regarding the condition, permitted use, or value of Seller's real or personal property, or any representations as to compliance with any federal, state, or municipal codes, including, but not limited to, fire, life safety, electrical, plumbing, and property maintenance. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

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

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

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

None.

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

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the deposit. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

16. PRIOR STATEMENTS: This Agreement sets forth sets forth all of the obligations of the parties,

and replaces any prior agreement between the parties, either written or oral, relating to the Property. Any prior representations or statements by a party not also set forth herein are not valid or binding upon such party.

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

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

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

20. EFFECTIVE DATE; NOTICE; MISCELLANEOUS: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, whether oral or in writing. This Agreement is a binding contract when signed by the Buyer and approved, in first reading, by the City Council. Licensee is authorized to fill in the Effective Date on Page 1 hereof, once ascertained. Except as expressly set forth to the contrary, the use of the term “days” in this Agreement, including all addenda made a part hereof, shall include all days of the week, and not be limited to “business days.”

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing. Buyer acknowledges with its signature that Seller is a municipality and that this Agreement is a public record that Seller may be required by the Maine Freedom of Access Act to disclose it, upon request.

22. OTHER CONDITIONS: _____

23. ACKNOWLEDGMENTS; APPLICABLE LAW. A copy of this Agreement is available to each of the parties and, by signature, receipt of a copy is hereby acknowledged by each party. Each party acknowledges that it has had full opportunity to consult legal counsel regarding any and all matters in this Agreement not fully understood by the party. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services. This is a Maine contract and shall be construed according to the laws of Maine.

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

Date: August __, 2015

BUYER: Stjuart Bicaaj

Subject to approval by the Rockland City Council, Seller agrees to deliver the Property at the price and upon the terms and conditions set forth herein.

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

Dated: August __, 2015

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

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #21

IN CITY COUNCIL

July 13, 2015

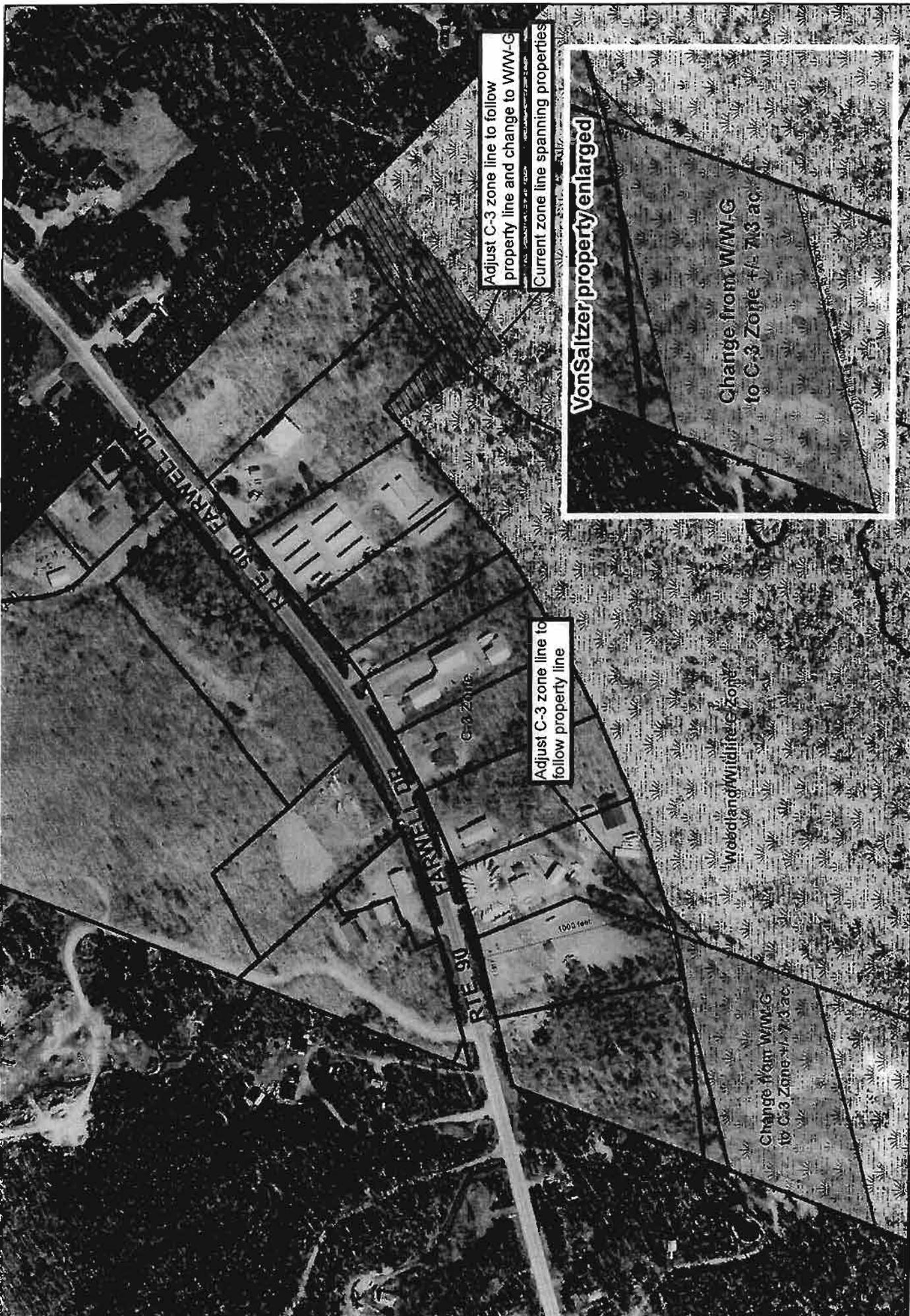
ORDINANCE AMENDMENT: Amending Zoning Map at 1 Farwell Drive Rear

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT, the Official Zoning Map of the City of Rockland, Maine, be and hereby is amended by rezoning that portion of the parcel located at 1 Farwell Driver Rear (Tax Map #95-A-4) lying between 600 feet and 1,000 feet southerly of Farwell Drive from the Woodland/Wildlife – G Zone to the Commercial-3 Zone.

Sponsor: Mayor Isganitis
Originator: Code Enforcement Officer

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



Adjust C-3 zone line to follow property line and change to W/W-G

Current zone line spanning properties

VonSalzer property enlarged

Change from W/W-G to C-3 Zone +/- 713 ac.

Adjust C-3 zone line to follow property line

Change from W/W-G to C-3 Zone +/- 713 ac.

CITY OF
ROCKLAND
KNOX COUNTY
MAINE



ORDINANCE AMENDMENT #22

Printed: 7/11/2015

1 inch = 400 feet

0 100 200 400 600



DISCLAIMER

Tax maps are compiled from aerial photography, existing surveys, deeds, and landowner's descriptions. They are to be used for assessment purposes only, and not for conveyance.

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

August 10, 2015

ORDINANCE AMENDMENT Parking Prohibition – Gordon Drive

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

Sec. 17-801 Schedule I. Parking Prohibition

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

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

Sponsor:

Originator: Parking Committee

July 6, 2015

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

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

Addition to City Charter & Code

ARTICLE VIII Schedules

Sec. 17-801 Schedule I. Parking Prohibition

(Page 17-24)

Street

Area Affected

Please add:

12B. Gordon Drive

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

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

August 10, 2015

ORDINANCE AMENDMENT Violations of Parking Ordinance – Shuffling or Relocating

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

Sec. 17-403 Violations of Parking Ordinance

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

* * * *

Sec. 17-420 Violations of Parking Ordinance

4. Schedule of Fines and Waiver Fees:

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

Sponsor:
Originator: Parking Committee

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #25

IN CITY COUNCIL

August 10, 2015

ORDINANCE AMENDMENT Authorizing Lease to Own Contract – Capital Equipment

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

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

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

Sponsor: City Council
Originator: City Manager

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

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

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 328 Limerock Street

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Jake Barbour, of Owls Head, Maine, for property located at 328 Limerock Street, as shown on Rockland Tax Map #66-B-8, for \$5,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

CITY OF ROCKLAND, MAINE

ORDINANCE AMENDMENT #27

IN CITY COUNCIL

August 10, 2015

ORDINANCE AMENDMENT: Facilitating Service of Notice of Curfew Violations

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

Sec. 12-107 Police Procedures

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

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

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

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

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

Sponsor:

Originator: Police Chief

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

August 10, 2015

ORDINANCE AMENDMENT Authorizing Lease of Community Building

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

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

Sponsor:
Originator: City Manager

ROCKLAND COMMUNITY BUILDING LEASE AGREEMENT

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

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

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

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

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

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. **Lease of Community Building**. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, for \$1 per annum and other good and sufficient consideration, the receipt of which is hereby acknowledged, the interior of the Community Building except as hereinafter described (the "Leasehold"), subject to the terms and conditions set forth in this Lease and the Operating Agreement. The area included in the Leasehold is limited as follows:

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

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

C. **Lessor's Use**. Lessor reserves the right to utilize the Leasehold to host existing non-recreational programs as further detailed in the Operating Agreement, and

new programs serving the community that shall be scheduled at locations and times so as not to conflict with Lessee's recreational programs.

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

2. Term.

A. Initial Term. The Initial Term shall be three (3) years, commencing on October 1, 2015, and terminating at midnight on June 30, 2018, as follows:

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

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

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

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

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

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

3. Use. Lessee shall use the Leasehold for to operate youth and adult recreational programs for Rockland and area residents. Lessee shall make such programs available to all persons complying with Lessee's Member Policy, irrespective of financial capacity, in conformance with Lessee's Financial Assistance Policy. Lessee may not proselytize on behalf of any religion, other than asking participants to comply with Lessee's Code of Conduct, which Lessee is in the practice of, and may, describe as being derived from Christian values.

4. Operating Subsidy. Lessor's lease of the Community Building and operation of recreational activities as outlined in the Operating Agreement shall be

conditioned upon Lessor's appropriation and payment to Lessee of an annual Operating Subsidy, as more fully characterized in the Operating Agreement, in at least the following amounts:

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

The Operating Subsidy for Years Three through Five shall be set forth in the Operating Agreement, and may include a yearly increment derived from the Consumer Price Index ("CPI"). For Years Two through Five, the appropriation and payment of the Operating Subsidy is conditioned upon annual approval of such subsidy by the Rockland City Council.

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

6. Utilities. Lessor shall be responsible for providing and paying all costs associated with all utilities used at the Community Building including but not limited to potable water, sewerage disposal, electricity, and heating, ventilation, and air conditioning fuel(s), to the extent such utilities serve the Leasehold as of the effective date of this Lease. If any utility service to the Community Building should become unavailable for a continuous period in excess of twenty-four (24) hours and such unavailability is directly caused by Lessor, Lessor shall use reasonable efforts to cause the cessation of any such interruption and to the extent reasonably possible to effect repairs during non-business hours. In the event that any utility or service provided to the Premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of invoice. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Lessor shall not be required, without its written agreement, to provide expanded or additional utility services or other amenity to the Leasehold not in existence as of the effective date of this Lease.

7. Maintenance; Alterations; Repairs. Lessor shall be responsible for maintaining the Leasehold, including custodial services, and for performing any repairs Lessor determines are reasonably necessary for the Lessee's purposes. Alterations or repairs requested by Lessee shall be subject to approval by the Lessor, and available funding. Lessee shall not make any alterations to the Leasehold without the prior, written approval of Lessor. No such alteration may be made that impairs the safety or changes the character or limits the utility of the Community Building for the Lessor, its other occupants and users, or the public. Lessee shall have the right to place and install personal property, equipment, and temporary installations in and upon the Leasehold, and to fasten the same to the premises, so long as such installations do not impair the safety or change the character or utility of the premises. All personal property, equipment, machinery, trade fixtures and temporary installations installed by

Lessee in the Leasehold shall remain Lessee's property free and clear of any claim by Lessor, and Less shall have the right to remove the same at any time during the term of this Lease provided that all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense. Other alterations and improvements to the premises shall be considered to be part of the premises. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Leasehold, the Community Building, or the Lessee's property for any work performed, materials furnished, or obligation incurred, by or at the request of Lessee.

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

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

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

A. Lessor's Insurance.

- (1) Lessor shall maintain a policy or policies of comprehensive general liability insurance in an amount at least equal to Lessee's municipal statutory limits of liability, insuring Lessor in respect to bodily injury or death and property damage arising or alleged to have arisen from any act or omission of the Lessor, its agent(s), employee(s), or invitee(s) on or in the vicinity of the premises.
- (2) Lessor shall maintain a policy or policies insuring the Community Building against damage or destruction by fire and the perils commonly covered under extended coverage policies in an amount equal to the full insurable value of said building. The proceeds of such insurance, in the event of loss or damage to the building, shall be applied on account of the obligation of the Lessor to maintain and repair the Leasehold, as herein provided, to the extent that such proceeds are required; provided, however, that the Lessor may determine, in its sole discretion, that the building is a total loss and shall not be rebuilt, in which instance this Lease shall be deemed terminated effective as of the date of such loss.

B. Lessee's Insurance.

- (1) Lessee shall maintain a policy or policies of comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) in respect to injury or death to any one person and Two Million Dollars (\$2,000,000.00) in respect to each occurrence of bodily injury or death to any number of persons or property damage arising or alleged to have arisen from any act or omission of the Lessee, its agent(s), employee(s), or invitee(s) on

or in the vicinity of the premises.

- (2) Lessee shall cause Lessor to be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration.
- (3) If the Community Building or any part thereof is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees, or invitees, Lessee shall be responsible for the costs of repair not covered by insurance.

C. General Policy Requirements.

- (1) Insurance required by this Lease may be included in general coverage under policies which also include the coverage of other property in which Lessor or Lessee has, or Lessor's or Lessee's affiliates have, an insurable interest.
- (2) Each insurance policy and certificate shall provide, in effect, that the policy may not go unrenewed, or may not be cancelled, reduced in amount, or modified by the insurer until at least thirty (30) days after the insurer shall have notified Lessor and Lessee in writing by certified mail, return receipt requested.
- (3) Each insurance policy and certificate shall name as additional insureds, as the case may be, Lessor, Lessee, and any Mortgagee, as their interests shall appear.
- (4) Upon execution of this Lease, each party shall deliver to the other a certificate reflecting the coverage(s) required by this Lease.

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

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

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

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

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

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

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

16. Default.

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

B. **By Lessor.** Lessor shall be in default if Lessor breaches any term or condition of this Lease or of the Operating Agreement, and fails to cure such default with fourteen (14) days of written notice thereof by Lessee. In the event of Lessor's default, Lessee may terminate this Lease and the Operating Agreement by providing

Lessor with sixty (60) days' written notice of Lessee' proposed cessation of recreational activities at the Community Building and other locations owned by Lessor. Lessee may not discontinue such recreational activities prior to the expiration of the sixty day notice period, except for activities already scheduled to terminate within that period, such as seasonal sports programs.

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

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

19. Representations and Warranties.

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

(1) **Title.** Lessor has good title to the Leasehold in fee simple absolute. In the event that this representation is discovered to be false, Lessee shall have the option to immediately terminate this Lease. In the event of such

termination, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination).

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

B. Lessee's Representations and Warranties.

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

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

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

22. Surrender. On the Expiration Date, Lessee shall surrender the Leasehold in as good clean order, condition, and repair as at commencement of the Term, except for

ordinary wear and tear, damage by fire or catastrophe and repairs to be made by Lessor.

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

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

If to Lessor to:

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

If to Lessee to:

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

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

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

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

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

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

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

30. Miscellaneous.

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

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

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

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

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

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

[This space intentionally left blank.]

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

Attest:

CITY OF ROCKLAND ("LESSOR"):

Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

Attest:

PENOBSCOT BAY YMCA ("LESSEE"):

by: _____

by: Troy Curtis
its: Chief Executive Officer

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

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 35 Broadway

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Jamie F. Levenseler, Esq., of Spruce Head, Maine, for property located at 35 Broadway (Rockland Tax Map #18-A-8), for \$22,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #30
IN CITY COUNCIL**

August 10, 2015

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

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Joy Rodrigue, of Rockland, Maine, for property located at 44 Old County Road (Rockland Tax Map #83-A-9), for \$1,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

**CITY OF ROCKLAND, MAINE
ORDINANCE AMENDMENT #31
IN CITY COUNCIL**

August 10, 2015

ORDINANCE AMENDMENT Authorizing Sale of City Property – 319 Broadway

THE CITY OF ROCKLAND HEREBY ORDAINS AS FOLLOWS:

THAT the City Manager is hereby authorized to issue a municipal quitclaim deed to Roula Giannos, of Rockland, Maine, for property located at 319 Broadway (Rockland Tax Map #23-A-3), for \$10,000, said sale being subject to the execution and substantial compliance with the terms and conditions set forth in a purchase and sale agreement incorporated herein by reference.

Sponsor: City Council
Originator: City Manager

CITY OF ROCKLAND, MAINE
IN CITY COUNCIL

ORDER #52

July 13, 2015

ORDER Setting Due Dates and Interest Rate – FY 2016 Taxes

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

THAT the taxes for the fiscal year ending June 30, 2016 shall be paid in two installments of one half (½) each; and

THAT the due dates for the taxes for the fiscal year ending June 30, 2016 shall be September 25, 2015 for the first installment of such taxes, and March 4, 2016 for the second installment of such taxes; and

THAT the Director of Finance and the Tax Collector are hereby authorized and directed to charge interest at a rate of 7.00% per annum from September 25, 2015 on the first installment of such taxes remaining unpaid after that date, and from March 4, 2016 on the second installment of such taxes remaining unpaid after that date.

Active Tax Club members enrolled prior to October 1, 2015 will have until December 31, 2015 to pay their first installment of taxes before interest would be charged on any unpaid balance, and until June 30, 2016 to pay their second installment of taxes before interest would be charged on any unpaid balance. Tax Club members who have an outstanding balance after those dates shall be charged interest on that balance at the rate of 7.00% per annum retroactive to the applicable due date.

Sponsor: City Council
Originator: Tax Collector

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

CITY OF ROCKLAND, MAINE

ORDER #61

IN CITY COUNCIL

August 10, 2015

ORDER Casting Ballot for Maine Municipal Association Officers

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

MMA Vice President:

- Laurie Smith, Town Manager, Town of Kennebunkport

MMA Executive Committee:

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

Sponsor: City Council

Originator: City Council

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

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

MMA VICE PRESIDENT (1-Year Term)

LAURIE SMITH

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

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

WILLIAM BRIDGEO

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

MICHAEL CROOKER

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

MARIANNE MOORE

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

MARIANNE MOORE (continued)

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

**CITY OF ROCKLAND, MAINE
IN CITY COUNCIL**

ORDER #62

August 10, 2015

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

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Clerk
Originator: City Clerk

CITY OF ROCKLAND, MAINE

ORDER #63

IN CITY COUNCIL

August 10, 2015

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

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor: City Council

Originator: City Manager

MEMORANDUM

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

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

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

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

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

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

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

CITY OF ROCKLAND, MAINE

ORDER #64

IN CITY COUNCIL

August 10, 2015

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

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor:

Originator: City Manager

CG Copy

U.S. Department of Homeland Security

United States Coast Guard



Commandant
United States Coast Guard

Arlyn Danleison
Coast Guard Curator
7945 Fernham Lane
Forestville, MD 20747
Staff symbol: CG-08224
Tel: (301) 763-4008
Fax: (301) 763-4009
Email: Arlyn.S.Danleison@uscg.mil

5750
July 21, 2015

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

Dear Mr. Chaousis:

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

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

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

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

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

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

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

Sincerely yours,

Ariyn Danielson
Coast Guard Curator
By Direction

Please sign below to acknowledge and agree to this loan extension.

Ariyn Danielson
Coast Guard Curator

July 21, 2015
Date

City of Rockland City Manager

Date

President, Maine Lighthouse Board of Directors

Date

This Loan agreement
ends in 2014

ORIGINAL



City of Rockland

370 Pleasant Street
ROCKLAND, MAINE 04841

(207) 594-0300

FAX (207) 594-9481

e-mail: thall@ci.rockland.me.us

Rockland, City of Promise — Gateway of the Penobscot

Office of
City Manager,
Thomas J. Hall

August 20, 2004

Ms Gail Fuller
U.S. Coast Guard Curator
2100 Second Street, S.W.
Washington, DC 20583-0001

Re: Agreement for Outgoing Loan

Dear Ms. Fuller:

I am pleased to include herewith an executed copy of the new Agreement for Outgoing Loan, which I was authorized to sign on behalf of the City Of Rockland by action of the City Council on August 9, 2004. I observe that the description of the loaned objects has been modified from the original loan in 1978 in two distinct ways. First, we appreciate that it is limited only to those items verified during your inspection earlier this year, and second, it includes artifacts/objects not contained in the original inventory, but the City is willing to acknowledge that they are USCG property.

The written materials listed on Enclosure 4 are being segregated from the rest of the collection and organized in preparation for delivery as requested. I expect the items will be delivered to you during October.

As regards the objects contained in Enclosure 2, which were not observed during your inspection, the City continues to investigate the disposition of these artifacts and hopes to report to you as more information is available. This process is somewhat hindered by the recent, unfortunate illness of Ken Black. We will continue to work with Ken on this investigation as his health permits.

Regarding Enclosure 3, containing objects not in the original loan, which the USCG asserts property belonging to the US government, I am preparing to isolate and verify these items when we move the collection. Once verified, we can discuss a new loan agreement to include these items.

I wish to provide an update on the Gateway project and related issues. The project continues to move forward, with opening of the facility and museum planned for spring 2005. The City Council is negotiating a contract with Maine

Ms. Gail Fuller, USCG Curator

August 20, 2004

Page 2

Lighthouse Museum, Inc. (hereinafter MLM) regarding the care and custody of the collection at the Gateway Center. I will communicate with you once our understanding of the terms and conditions are complete with MLM. Our lease at 104 Limerock Street will expire October 31, 2004; therefore, we are planning to move the collection in mid-October to the Gateway Center in a secure area of the lower level. I accept your previous offer to assist in the move to ensure the safety and integrity of the collection. We should discuss the details as soon as possible to coordinate our calendars on this matter.

Finally, as I have previously requested, an electronic copy of the inventory for both Enclosure 1 and Enclosure 3 would be much appreciated. The inventory in an electronic format will greatly assist the curatorial programming process. Thank you again for your patience and understanding as we work through this complicated process.

Sincerely,


Thomas J. Hall
City Manager

Enclosure: Agreement for Outgoing Loan
Enclosure 1 - Revised Inventory

TJH/gh

cc: Rockland City Council (cover letter only)
Ken Black (cover letter only)

ORIGINAL

U.S. Department of
Homeland Security

United States
Coast Guard



AGREEMENT FOR OUTGOING LOAN

BORROWER: City of Rockland
Town Hall
270 Pleasant Street
Rockland, ME 04841

POINT OF CONTACT: Thomas Hall, City Manager

PHONE: (207) 594-0300

FAX: (207) 594-9481

LENDER & POINT OF CONTACT: Commandant, U. S. Coast Guard (G-IPA-4),
c/o USCG Curatorial Services, 7945 Fernham Lane, Forestville, MD 20747-4518.
Phone: (301) 763-4008 or -4007. Fax: (301) 763-4009.

In accordance with the Conditions attached hereto, the objects listed below are lent for ~~indoor display~~ for the period of: 1 August 2004 to 31 July 2014. (This loan agreement may be renewed in 10-year increments if stated conditions are met.)

Location of Object(s) while on loan: The City of Rockland, Maine.

Initiated by: Commandant (G-IPA-4). Loan origin: First Coast Guard District Office.

Insurance: See "Conditions of Loan"
Lighthouse lenses can be insured for only 50% of their stated Value.

To be shipped: N/A.

Ship to: N/A.

Ship from: N/A.

Credit Line: (in labels, catalogs, photos): Lent by the U. S. Coast Guard.

SPECIAL REQUIREMENTS FOR HANDLING AND INSTALLATION:

Please contact the Coast Guard Curator at (301) 763-4008 for handling, packing, shipping and installation guidance.

DESCRIPTION OF LOANED OBJECTS: See the following thirteen (13) pages.

New No.	Old No.	Nomenclature	Description	Condition
996.0401.a-w	001A-76	Gun kit	#####	Good
996.0402	011-76	Compass	Lifeboat compass w/copper binnacle, kerosene	Good
996.0403	012-76	Compass	Small boat compass, w/oil lantern, Donated by Sam Douglas	Good
996.0404	013-76	Compass	Compass, E.S. Richie, 1873, 6380 on side	Good
996.0407	016-76	Compass	Compass, dory, brass case in wood case, Donated by John	Good
996.0408	017-76	Compass	Compass, brass, 8 windows, Picket boat	Good
996.0409	018-76	Compass	Compass, USN Bureau of ships, MK1, illuminated, 1940	Good
996.0410	020-76	Compass	Compass card, brass	Good
996.0411	021-76	Compass	Compass, brass, copper, E.S. Richie, Sperry Gyro Compass	Good
996.0412	022-76	Compass	Compass, gimbaled, E.S. Richie; sold by Negus, NY	Good
996.0413	023-76	Compass	Binnacle & compass, w/Nav. Spheres and magnets CGC DL	Good
996.0415	025-76	Pelorus	Pelorus, brass, wooden box, CGC KICKAPOO, J. Hand inc.,	Good
996.0416	026-76	Pelorus	Pelorus, wood, Wood base; *MDH 40 #8	Good
996.0417	027-76	Azimuth mirror	Azimuth mirror, by M. Kuner Co.	Good
996.0418	028-76	Telescope ring	Telescope ring, brass, Aladdin, black, donated by J.G. Black	Good
996.0419	029-76	Sextant	Sextant, lifeboat, U. S. Maritime Comm., w/inst. & pad, done	Good
996.0420	030-76	Oculant	Oculant, Aircraft, MkIV, s/n 368-41, Wood case, w/charts	Good
996.0421	031-76	Azimuth	Azimuth, USN, MkII, Buships 642-1942	Good
996.0422	032-76	Azimuth circle	Azimuth circle, Spherical compass, Kelvin & Walfred White (Good
996.0423	033-76	Sextant	Sextant, brass frame, wood handles, donated By S. Maine V	Good
996.0424	034-76	Telescope	U. S. Navy. Buships, 16x QM Mk1 1940	Good
996.0425	035-76	Telescope	Brass, fm Hampton Beach Lifeboat Station	Good
996.0426	036-76	Protractor	Aircraft protractor, MkIII, Bu Aero, USN Contract 1585-1862	Good
996.0427	037-76	Dividers	Proportional dividers, black carrying case	Good
996.0428	038-76	Stadimeter	Stadimeter, USN, wood case	Good
996.0429	039-76	Protractor	Protractor, 3 arm w/extensions	Good
996.0430	040-76	Barometer	Barometer, brass, USLHS, made in France donated By J.G.	Good
996.0431	041-76	Barometer	Barometer, brass, USLHS, made in France from Gloucester	Good
996.0432	042-76	Clock	Clock, USLHS, Seth Thomas, on shield plaque, from Marsh	Good
996.0433	043-76	Clock	Clock, Detax, w/strap & key	Good
996.0434	044-76	Barometer	Buships SN1682, CG no 277948 by CGC CASTLE ROCK	Good
996.0435	045-76	Clinometer	Buships, MkIII, Mod O, Plastic & brass	Good
996.0436	046-76	Clinometer	Recording inclinometer, brass/glass	Good
996.0437	047-76	Clinometer	Liquid ball type, U. S. Bureau of Ships MkIV 1943, John E. C	Good
996.0438	048-76	Counter	Revolution counter, brass, star on case	Good
996.0439	049-76	Indicator	Wind Velocity indicator, by Cape Cod Wind Indicator	Good
996.0440	050-76	Measure	1 Gal. Measure, USLHS	Good
996.0441	051-76	Vent	Chimney vent, brass, for Acetylene lantern	Good
996.0442	052-76	Dust pan	Dust pan, U. S. Lighthouse Establishment Depot 3 Lamp shk	Good

City of Rockland Loan Inventory

996.0443	053-78 Measure	Fuel container, brass, 5 gal., U. S. LHS Depot, Staten Island	Good
996.0445	055-78 Emblem	USLHS Emblem, brass & bronze	Good
996.0447	057-78 Lamp filling set	Funnel, Oil can, funnel, measures, 2, Spare tip, Base for larg	Good
996.0448	058-78 Lamp filling set	Fill can 7in, Fill can 5in (2), Oil can, w/tray	Good
996.0449	059-85 Brass container	USLSS Powder, loaned by Donald Coffin USCG Ret, Rockls	Good
996.0451	061-78 Lamp filling set	Aladdin, type B w/chimney & mantles	Good
996.0452	062-78 Lamp	Aladdin, type B Mantle Lamp Co.	Good
996.0453	063-78 Light holder	brass, w/lens slot	Good
996.0454	064-78 Gauge	steam gauge, J. C. Heady, Amer. Steam Gauge, 36755	Good
996.0455	065-78 Gauge	Net gauge, brass, wood handle	Good
996.0456	066-78 Bottle	Nansen bottle, U. S. Coast Guard	Good
996.0457	067-78 Slides	Bathymograph slides, 49 wooden case	Good
996.0459	069-78 Bathymograph	Bathymograph, brass 68 68 328 from John Kelly	Good
996.0462	072-78 Timer	Timing mechanism, Brass, 8801-49	Good
996.0463	073-78 Timing bell	Timing bell mechanism, weight driven	Good
996.0464	074-78 Wicks	Wicks and mantles, 2 (one missing)	Good
996.0466	075-78 Stock	from line throwing gun (broken)	Good
996.0468	076-78 Projectile	Line throwing gun projectile	Good
996.0467	077-78 Lightbulbs	Lightbulbs, 15, on display board	Good
996.0468	078-78 Coding wheels	Coding wheels, w/Crooby clock on display board	Good
996.0469	080-78 Gauges	Fish & lobster gauges on board	Good
996.0470	081-78 Medal	Distinguished Service Cross	Good
996.0972	081-78 Medal	Legion of Merit	Good
996.0973	081-78 Medal	Distinguished Flying Cross	Good
996.0974	081-78 Medal	Air Medal	Good
996.0975	081-78 Medal	CG Commendation	Good
996.0976	081-78 Medal	Meritorious service	Good
996.0977	081-78 Medal	Good Conduct	Good
996.0978	081-78 Medal	National Defense	Good
996.0979	081-78 Medal	Coast Guard Medal	Good
996.0980	081-78 Medal	Navy Expedition	Good
996.0981	081-78 Medal	Vietnam service	Good
996.0982	081-78 Medal	Expert Rifle	Good
996.0983	081-78 Medal	Expert Pistol	Good
996.0984	081-78 Medal	Coast Guard Achievement	Good
996.0985	081-78 Medal	Antarctic service	Good
996.0986	081-78 Badge	Command at sea insignia	Good
996.0987	081-78 Badge	Officer in Charge insignia	Good
996.0988	081-78 Badge	Coxswain insignia	Good
996.0471	082-78 Foremast section	Foremast section, yacht AMERICA presented by Rudolph J.	Good

City of Rockland Loan Inventory

996.0472	083-78 Timer	Anderson switch	Good
996.0473	083-78 Timer	Time o matic sign control	Good
996.0474	083-78 Timer	General Electric Novakox Traffic Signal control	Good
996.0475	083-78 Timer	Sargamo switch	Good
996.0476	083-78 Timer	General Electric	Good
996.0477	083-78 Timer	Sautes time switch	Good
996.0478	084-78 Plaque	KICKAPOO, eagle on board, Donated by John E Payson CW	Good
996.0479	085-78 Timer	Anderson switch, type 7, 3829 w/key donated By E. Denterr	Good
996.0480	086-78 Coding clock	for Lightship	Good
996.0481	087-78 Plaque	Sunday Telegram Regatta	Good
996.0482	088-78 Sign	Lighthouse Rules for Visitors Dept of Commerce USLHS	Good
996.0483	089-78 Sign	Danger High Voltage white/red	Good
996.0484	090-78 Sign	U.S. Lighthouse Service	Good
996.0485	091-78 Sign	Avoid Accidents	Good
996.0486	092-78 Telephone	Magneto type, brass bells, Two Bush Island Light	Good
996.0487	093-78 Axe	Fire axe, USLHS on handle Collins & Co.	Good
996.0488	094-78 Fire Extinguisher	Brass, s/n 20420, General Pacific Co, Quick Aid Soda Ash	Good
996.0489	095-78 Sign	This Place Closed for violation of the National Prohibition Ac	Good
996.0490	096-78 Flag	Pennant, Commissioning	Good
996.0491	097-78 Music	Sheet music, When the Lighthouse Sends the Message, 1 4	Good
996.0492	098-78 Sounding machine	Tanner National Sounding Machine Pat 1903 D. Ballouf	Good
996.0493	099-78 Searchlight	12-inch white, Carlisle Finch Co.	Good
996.0494	100-78 Timer	Light timing mechanism, iron, brass,	Good
996.0495	101-78 Chain	Chain link	Good
996.0496	102-78 Pattern	Hawser pipe pattern	Good
996.0497	103-78 Fog horn	Hand operated, copper, brass w/case	Good
996.0498	104-78 Fog horn	Fog signal, Cunningham black	Good
996.0499	105-78 Valve	Break valve	Good
996.0500	106-78 Bathythermograph	Expendable Bathythermograph canister, on board Slipcan I	Good
996.0501	107-78 Spanner	Spanner, silver, 13 in	Good
996.0502	108-78 Valve	Magnetic Air brake valve Westinghouse Air Brake Co	Good
996.0503	109-78 Valve	Brass speaking valve on wood base, disassembled	Good
996.0504	110-78 Valve	Brass speaking valve on wood base, disassembled	Good
996.0505	111-78 Meter	Current flow meter	Good
996.0506	112-78 Collar	Brass collar, 10 in diam.	Good
996.0507	113-78 Housing	Diaphone housing	Good
996.0508	114-78 Housing	Brass siren housing, w flange and housing	Good
996.0509	115-78 Battery	DH-5 battery, rechargeable	Good
996.0510	116-78 Lantern	200mm, red, clear lens, 25 in high	Good
996.0511	117-78 Lamp	Duplex lamp, clear lenses, painted white 29in high	Good

City of Rockland Loan Inventory

996.0513	119-76 Gauge	Pressure gauge, AGA Co. , silver color	Good
996.0514	120-76 Weight	Lead weight, 7lbs., for lead line	Good
996.0515	121-76 Valve	Brass check vent valve 5 in length	Good
996.0516	122-76 Lantern	Dual purpose lantern, clear lens, orange base 11 in high	Good
996.0517	123-76 Burner	Acetylene burner	Good
996.0518	123-76 Burner	Acetylene burner	Good
996.0519	124-76 Vent	Vent, early type, 3 in. high	Good
996.0520	125-76 Vent	Buoy vent, cutaway half	Good
996.0521	126-76 Vent	Experimental buoy vent, plastic, Presented by A. Ricci CG, I	Good
996.0522	127-76 Lens	375mm cut glass 15in diam	Good
996.0523	128-76 Trimmer	brass wick trimmer, Model 10 Aladdin for model 12 burner	Good
996.0530	131-76 Lens drive	Drive mechanism, lens, bronze, cable, Metinicus Rock	Good
996.0532	133-76 Faking box	Faking box, 5 in pegs, w/projectile for Shoulder LTG	Good
996.0533	134-76 Rewinding machine	Rewinding machine, Price Bros. 16x11x8	Good
996.0534	136-76 Compass	Hand held, in wooden box	Good
996.0535	137-76 Flasher mechanism	Wallace & Tieman, Dual Purpose, S/n5029	Good
996.0536	138-76 Socket	High voltage socket, Porcelain	Good
996.0537	139-76 Valve balls	Rubber, for whistle buoys	Good
996.0538	139-76 Valve balls	Rubber, for whistle buoys	Good
996.0539	140-76 Lamp changer	4-lamp changer, s/n 17303, Wallace & Tieman ModFA1471	Good
996.0540	141-76 Ruler	Parallel rule, brass, roller, USN Buships, w/wooden box	Good
996.0541	142-76 Compass	Small boat compass, Grey / black	Good
996.0543	144-76 Lamp changer	2-lamp changer, GE, Schenectady NY	Good
996.0544	145-76 Sail maker	7 in	Good
996.0545	145-76 Sail maker	5 in	Good
996.0546	145-76 Sail maker	4 in	Good
996.0547	146-76 Shade	Glass shade, blue, cracked, Curtis Island Light	Fair
996.0548	147-76 Glass panel	Blue glass panel, 14 x 10	Good
996.0550	149-76 Lamp changer	4-lamp changer, s/n PR2196, Wallace & Tieman	Good
996.0551	150-76 Float	Amber glass Donated by Albert Bunker	Good
996.0552	151-76 Regulator	Acetylene burner regulator, brass, red and black	Good
996.0554	153-76 Photo	Owl's Head LH lens, stereo view Donated by C B Peases	Good
996.0555	154-76 Psychrometer sling	Psychrometer sling w/wooden handle, U. S. Weather bureau	Good
996.0556	155-76 Battery	Air cell primary battery, 250v 1000amp, Union Carbide	Good
996.0557	156-76 Battery	Eveready Hot Shot 6 v no 1461	Good
996.0558	157-76 Battery	Le Carbone air cell AN110	Good
996.0559	158-76 Battery	Edison Carbonate ST2	Good
996.0560	159-76 Battery	Eveready, Air cell primary battery T-1600	Good
996.0561	160-76 Battery	Edison Carbonate ASL type y	Good
996.0562	161-76 Battery	Eveready air cell 1200amp	Good

City of Rockland Loan Inventory

996.0585	164-78 Numbers	Reflective numbers "1" & "2"	Good
996.0586	165-78 Shade	Blue glass 200 mm	Good
996.0587	166-78 Lens	Aluminum 200mm w/bird spike 8 x 7	Good
996.0588	167-78 Shade	Blue glass 6 x 4 in	Good
996.0589	168-78 Lantern	155mm green plastic 1971 standard buoy type	Good
996.0570	169-78 Lantern	160mm, clear glass	Good
996.0571	170-78 Shade	200mm red glass	Good
996.0572	171-78 Lantern	200mm red directional	Good
996.0573	172-78 Lens	dome lens, clear 6x6in	Good
996.0574	173-78 Lens	Lens, amber, glass 5 x 5 in.	Good
996.0575	174-78 Lamp	Signal lamp, USN portable, 5 in diam	Good
996.0576	175-78 Relay	Daylight control relay (sun), AGA Co., No.5281	Good
996.0577	176-78 Pins	Wrought iron pins, 2	Good
996.0579	178-78 Caliper	Speed/distance caliper, donated By T. Mollay USAF	Good
996.0581	182-78 Float	Net float, 8 in. Phillips Travel Products	Good
996.0582	183-78 Float	Net float, 8 in. refg. Batsfera Sundlets, Port.	Good
996.0583	184-78 Float	Net float, 4 in Black plastic A. O. Pope Co.	Good
996.0584	185-78 Bulb	1000w 120v for lighthouse from Relief Lightship donated By	Good
996.0585	186-78 Chain	Link, chain, detachable, USN, in two pieces	Good
996.0586	187-78 Cable	Submarine cable section	Good
996.0587	188-78 Branding iron	Branding iron, "USCG"	Good
996.0588	189-78 Branding iron	branding iron, USLHS, 18 in handle	Good
996.0589	190-78 Sail palm	Leather sail palm	Good
996.0590	191-78 Mallet	Serving mallet, wood, for wrapping cable	Good
996.0591	192-78 Sleeve	Metal sleeve, painted silver	Good
996.0592	193-78 Lantern	Light w/flasher in glass cover, by General Railway Signal co	Good
996.0593	194-78 Line	Nylon, removed from propeller	Good
996.0594	195-78 Egg	Razor bill auk from Mafnicus Rock Station	Good
996.0595	196-78 Flasher mechanism	12 v., s/n PR7171, Wallace & tieman	Good
996.0597	198-78 Birdspike	Birdspike wire attached to shade	Good
996.0598	199-78 Fresnel lens	4th Order, Whitlock's Mill, missing 2 prisms.	Good
996.0599	200-78 Control	Sign control, Timeatic Mod 51 616K 885330	Good
996.0600	201-78 Lantern	Acetylene, 300mm Model 150a2 flasher 4788 Sun relay, AG	Good
996.0601	202-78 Fog horn	signal, fog, red, 18 in diam 49 in high	Good
996.0602	203-78 Lantern	375 mm lantern, out glass lens, red	Good
996.0603	204-78 Horn	Fog signal horn, diam 13in	Good
996.0606	207-78 Lens	Dome, clear plastic, w/spike	Good
996.0607	208-78 Propeller	bronze, damaged, 20 in diam from 41ft. At Rockland	Good
996.0608	209-78 Port glass	beveled edge from Portland Lightship Presented by Calvin N	Good
996.0610	211-78 Level	aluminum,	Good

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998.0811	212-78 Lantern	200mm w. blue glass, bird spike, flasher, changer	Good
998.0812	213-78 Lantern	200mm electric red base, clear lens, flasher, changer	Good
998.0814	215-78 Cams	various sizes, 4	Good
998.0815	216-78 Birdspike	aluminum	Good
998.0817	218-78 Flasher mechanism	Wallace & Tieman	Good
998.0818	219-78 Flasher mechanism	Flasher	Good
998.0819	220-78 Regulator	Voltage regulator, VRL122C	Good
998.0820	221-78 Control	Daylight control, Fisher Price, Sigma Instruments	Good
998.0821	222-78 Markings	Reflective markings on display board	Good
998.0822	223-78 Lamp changer	Lamp changer	Good
998.0823	224-78 Photocell	Photo electric cell	Good
998.0824	225-78 Vent	Battery vent	Good
998.0825	226-78 Lantern	155mm lantern, red lens, plastic, flasher, changer	Good
998.0826	227-78 Lantern	155mm lantern, white base, green lens, birdspike flasher cha	Good
998.0827	228-78 Lantern	155mm lantern, white base, clear lens birdspike changer flas	Good
998.0828	229-78 Lamp changer	Daisy chain changer w 17 bulbs 20798 FHS800	Good
998.0829	230-78 Flasher mechanism	Flasher	Good
998.0829	231-78 Lantern	200mm clear globe, red shade, red metal base	Good
998.0832	234-78 Lantern	150mm clear lens, black base, Wallace & Tieman flasher	Good
998.0833	235-78 Lantern	300mm lantern, clear lens, red, black, Wallace & Tieman fl	Good
998.0834	236-78 Lamp	8-day oil, Post B coring clear lens, Cape Prince of Whales, c	Good
998.0835	237-78 Lantern	Acetylene; 200mm black case w copper top AG1238 clear la	Good
998.0836	238-78 Plaque	Retired skippers patch	Good
998.0837	239-78 Plaque	Outward bound, Hurricane Island	Good
998.0838	240-78 Plaque	USCG 1790, Rockland Maine	Good
998.0840	242-78 Post card	Display, post cards	Good
998.0841	243-78 Torch	brass hand torch, w/screw, holder, wicks, sleeves	Good
998.0842	244-78 Megaphone	brass	Good
998.0843	245-78 Powder flask	Copper, brass, USLHS by Walton Bros	Good
998.0844	246-78 Epsulettes	LT. , 1 pr.	Good
998.0845	247-78 Powder measure	Copper, 1 oz	Good
998.0846	248-78 Powder measure	Brass	Good
998.0847	249-78 Firing mechanism	Lyle gun firing mechanism	Good
998.0849	251-78 Ashtray	Brass ashtray, "property of USCG"	Good
998.0850	252-78 Shell casing	Brass shell casings, UMC Co. Bridgeport CT	Good
998.0851	252-78 Shell casing	Brass shell casings, UMC Co. Bridgeport CT	Good
998.0852	253-78 Telescope	Officer of the Deck Spy Glass, Power 12 1/2 Keuffel & Esser	Good
998.0853	254-78 Padlock	brass padlock WB 621	Good
998.0854	255-78 Padlock	brass padlock, USLHS Wilson Bohannon Co. Eastern Point	Good
998.0855	256-78 Door knob	set: 12 pieces: 5 knobs, 3 shafts, 1 key plate, 3 knob plate	Good

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998.0658	257-78 Telescope	brass telescope, OOD, on board, from Halfway rock Station	Good
998.0658	259-78 Cap	Bancroft cap w. white cover, surferman's pin, donated By K N	Good
998.0659	260-78 Cartridge case	32 cal. For Lyle gun firing attachment	Good
998.0661	262-78 Torch	Kerosene, hand held, copper wick assembly for beach cart	Good
998.0662	263-78 Instruction boards	instruction boards, orange, for beach cart, (2)	Good
998.0663	264-78 Recocking tool	recocking tool for Lyle gun, handle pin shaped	Good
998.0664	265-78 Block	Traveling block w brass sheaves, and rope, for breeches bu	Good
998.0665	266-78 Firing pin	Lyle gun firing pin	Good
998.0666	268-78 Firing pin	Lyle gun firing pin	Good
998.0667	267-78 Hawser cutter	Hawser cutter, white for beach cart	Good
998.0669	269-78 Powder box	Copper box, USLHS marked	Good
998.0670	270-78 Tongs	spar buoy tongs, w/chain given by Jack Gilly	Good
998.0671	271-78 Block	double wood block donated by Sam Small	Good
998.0672	272-78 Block	double wood block, wooden sheaves, iron shackle	Good
998.0673	273-78 Block	triple wood block, SNOHOMISH	Good
998.0675	275-78 Fog horn	black with red bell 18 in diam	Good
998.0676	276-78 Flag	CG Ensign 21 x28 in framed	Good
998.0677	277-78 Post card	Display, post cards, 18 X 24	Good
998.0678	278-78 Artwork	Sketch, Owls Head by David F Bennet, framed	Good
998.0679	279-78 Plan	Eng. Drawing: Melnicus Rock, Brown & Hastings framed	Good
998.0680	280-78 Artwork	Painting, CG 83488, framed, donated by James Douglas	Good
998.0681	281-78 Plaque	Builders Plate, USLHS ARBUTUS, bronze on wood backing	Good
998.0682	282-78 Plaque	Builders Plate, USLHS OAK, brass, on wood back	Good
998.0683	283-78 Plaque	Builders Plate, USCGC COWSLIP, presented by S L Richm	Good
998.0684	284-78 Artwork	Watercolor, 17ft CG boat, & lobster boat, by Robert Pleau	Good
998.0685	285-78 Artwork	Watercolor, CG 40154 /Rockland Ekstr, Robert Pleau	Good
998.0686	288-78 Artwork	Watercolor, CGC 715 with helm and boat	Good
998.0687	287-78 Post card	Display, 36x27 w/28 postcards	Good
998.0688	288-78 Model	half hull, USLHS Tender HICKORY 2 pieces marked Hickory	Good
998.0688	292-78 Model	rigged half model, Revenue Cutter Dobbins, pres. By George	Good
998.0691	294-78 Bell striker	mechanism, grey, black, Browns Head Light	Good
998.0692	295-78 Rack	Wood rack for LTG projectiles by David Bennet	Good
998.0693	296-78 Day marker	Wood triangle, Red	Good
998.0694	297-78 Day marker	Wood, green	Good
998.0695	298-78 Whistle	Buoy whistle, large, red	Good
998.0697	300-78 Coding wheel	Brass, 4 holes	Good
998.0698	300-78 Coding wheel	Plastic, brass ring	Good
998.0699	301-78 Focus Fbdure	focus fbdure, w arrow for lens	Good
998.0700	302-78 Indicator	Wind speed indicator, mfg, by Instruments Co.	Good
998.0701	303-78 ID Plate	U. S. Lifesaving Station Standard Medicine Chest by J W Hk	Good

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996.0704	306-76	Float	Glass float, in net, 3 in	Good
996.0705	307-76	Float	Glass float, blue/green	Good
996.0706	308-76	Float	Glass, Japanese, found off Alaska	Good
996.0708	310-76	Leg irons	leg irons	Good
996.0709	311-76	Glass	Glass red triangle	Good
996.1077	312-76	Picture	USCGC EAGLE, framed	Good
996.0710	313-76	Tile	CGC Vigilant donated by CDR E. Baumgartner, CG	Good
996.1068	314-76	Picture	USCGC BEAR, framed	Good
996.1079	315-76	Picture	West Quoddy Head	Good
996.0711	316-76	Fender	Small boat fender, Presented by LT John Harry Jr	Good
996.0712	317-76	Sign	Notice Avoid Accidents, white / red 7 x9	Good
996.0713	318-76	Bell striker	mechanical bell striker,	Good
996.0714	319-76	Crab	spider crab ..Martinicus Is. Donated by Albert Bunker	Good
996.0715	320-76	Beam	Main beam from ship City of Portland, on board	Good
996.0717	322-76	Insignia	LH Keeper insignia on board	Good
996.0718	322-76	Insignia	LH Keeper insignia on board	Good
996.0719	322-76	Insignia	LH Keeper insignia on board	Good
996.0720	322-76	Insignia	LH Keeper insignia on board	Good
996.0721	324-76	Belt	Leather, w/surferman buckle	Good
996.0723	326-76	Check	Surferman's Check, brass, Dist. 7 Sta 185, Surferman 8, donat	Good
996.0724	327-76	Song/sheet music	CG Marching song, words, framed	Good
996.0725	328-76	Button	CG Honorable Discharge button, on board, Donated by K Bl	Good
996.0726	329-76	Plaque	CGC Basswood patch Westpac 1967	Good
996.0727	330-76	Plaque	Martinicus Rock Light Station patch on board	Good
996.0728	331-76	Cap device	Cap device, CG Reserve on board	Good
996.0729	332-76	Plaque	CGC Unimak patch	Good
996.0730	333-76	Button	Uniform buttons, 7, USLHS donated by N B Fickett	Good
996.0731	334-76	Plaque	USCG Loran Station French Shoals	Good
996.1080	335-76	Picture display	Pictures of 13 area Light Stations, mounted & framed	Good
996.0732	336-76	Cap device	Surferman's cap device, on board	Good
996.0733	337-76	Ashtray	from USLHS Tender Shrub donated by Ray Hamilton	Good
996.0734	338-76	Knot board	display of 12 knots 45 x 47	Good
996.0735	339-76	Button	display of buttons & insignia, on board, donated by Coffins C	Good
996.0736	340-76	Certificate	George Washington to Hopley Yeaton, commission, copy	Good
996.0737	341-76	Cap device	cap device, CG officer donated by R T Shannon	Good
996.0738	342-76	Button	uniform buttons, 7, on board, donated by Coffins Clothing St	Good
996.0739	343-76	Insignia	hatch marks, 4, donated by Coffins Clothing Store	Good
996.0740	346-76	Float	net float, plastic, Portuguese	Good
996.0743	351-76	Planimeter	brass, USLH Establishment, 965 w case, USLHS no. 306.	Good
996.0744	352-76	Sign	"Boston Light Vessel" 32x 46 in	Good

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996.0745	353-76 Dividers	8 in. black case, "compass West Germany"	Good
996.0746	354-76 Pelorus	U. S. Navy, Illuminated dial, MkIII, Mod 0, s/n 1079, Kelvin & brass tuna dart, Donated by Ray Little	Good
996.0747	355-76 Dart	brass tuna dart, Donated by Ray Little	Good
996.0748	358-76 Squid jig	squid jig, metal, donated by Albert Bunker	Good
996.0761	359-76 Magnifier	brass magnifier (loupe) Donated by C. Shaddock	Good
996.1061	361-76 Picture	Survivors of CG-83311, framed	Good
996.0753	365-76 Flag	CG Aug. Ensign, Old style, "Gypsy Gail", donated By Com. I	Good
996.0764	367-76 Plaque	Salem Air Station SAR	Good
996.0755	368-76 Bone	Shark jaw, donated By E & A Jones USN	Good
996.0756	369-76 Magazine	45 cal ammo clip	Good
996.0757	370-76 Plaque	CGC Laurel patch	Good
996.0758	371-76 Lantern	brass, red lens, 34x14 Mfg Peter Gray, Boston	Good
996.0759	372-76 Seal	Seal machine CGC GRU Quoddy Head	Good
996.1062	373-76 Picture	U.S. Life Saving Service on the Great Lakes, framed	Good
996.1063	374-76 Picture	interior of Life Saving Service stations, framed	Good
996.1064	375-76 Picture display	10 pictures, framed	Good
996.0761	377-76 Flare gun	Signal pistol, USN Mk 1 w spent shell	Good
996.0762	378-76 Print	Beach apparatus drill, 1894, framed	Good
996.0763	379-76 Flare gun	aircraft flare pistol, s/n 000972	Good
996.0764	380-76 Flare gun	Signal pistol Mk III, brass frame, Remington, no 2725, donat	Good
996.0765	381-76 Flare gun	Mk III, s/n 31913 CGC Hawthorne	Good
996.0766	382-76 Flare	Parachute flare, empty, donated By. Melville Hanner	Good
996.0767	383-76 Dish	USLHS, 5 in diam. USLHS, Greenwood China, donated By E	Fair
996.1065	384-76 Picture	Saddle Back Ledge Light, framed	Good
996.0769	388-76 Beach cart	beach cart wooden body (cart dismantled) total Value:	Good
996.0770	388-76 Beach cart	wheel	Good
996.0771	388-76 Beach cart	wheel	Good
996.0772	388-76 Beach cart	Megaphone	Good
996.0774	388-76 Beach cart	Pick axe	Good
996.0775	388-76 Beach cart	Shovel, w/USLSS on handle	Good
996.0776	388-76 Beach cart	Folding box	Good
996.0777	388-76 Beach cart	Shot line canister	Good
996.0778	388-76 Beach cart	Lyle gun, RW 752 OCH 1906	Good
996.0779	388-76 Beach cart	Instructions, in frame	Good
996.0780	388-76 Beach cart	Other parts: Crutch, sand anchor, Gun bore cleaner, hawser	Good
996.0773	388-76 Beach cart	Copper torch assembly, blue glass	Good
996.0781	389-76 Light	Self igniting water light, Copper, Mfg Harbak Inc., donated B	Good
996.0782	391-76 Oil can	brass oil can, 3 in diam.	Good
996.0784	393-76 Wheel	bronze, 4 3/4 diam	Good
996.0785	394-76 Magnet	magnets, 4, compass compensation	Good

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996.0786	398-78 Pattern	chariot wheel ball bearing pattern by USLHS S. Portland	Good
996.0787	397-78 Chronometer	Brass, in wood case, 5836, Hamilton West Co.	Good
996.0989	400-78 Lava	lava pieces, 4, donated by Eugene Mitchell	Good
996.0990	401-78 Coral	Coral pieces, 3, donated by David Bannet	Good
996.0795	404-78 Tray	Serving tray, silver, W/O Mess, CGC SNOHOMISH	Good
996.0798	407-78 Floor tile	from Bankaty head light	Good
996.0799	408-78 Shade	red glass for ATON aids	Good
996.0800	410-78 Fid	wooden fid 13 in	Good
996.0801	411-78 Lamp	oil lamp, red & green lens, for class one boats	Good
996.0805	412-78 CertifCate	Engineers Certif. Corydon Boardman, 1389 Load by L G Mc	Good
996.0802	413-78 Lamp	safety lamp, brass, Koehler Co.	Good
996.0803	414-78 Pins	thole pins, 2 presented by Alfred Hayes	Good
996.0804	415-78 Wheel	Small boat wheel, brass, 40 fr.	Good
996.0807	417-78	Whetstone bridge, in case, USLHS mfg by E S Greeley	Good
996.0808	418-78 Oar lock	bronze donated by Albert Bunker	Good
996.0809	418-78 Oar lock	bronze donated by Albert Bunker	Good
996.0810	418-78 Oar lock	bronze donated by Albert Bunker	Good
996.0811	419-78 Oar lock	closed horn oar lock donated by A. Bunker	Good
996.0812	420-78 Lantern	kerosene, Dietz 8, Air pilot (beach cart acc.)	Good
996.0814	422-78 Granite	granite from Minots Ledge Light donated by E McLaughlin	Good
996.0908	423-78 Lamp	Reflector type lamp (in basement)	Good
996.0818	427-78 Shade	red glass shade	Good
996.0822	431-78 Telephone	Magneto type, 48A, pat 1854	Good
996.0823	432-78 Pulley	Metal pulley, 3 sheaves	Good
996.0824	433-78 Searchlight	brass, 11 in diam, from 38 ft picket boat	Good
996.0825	434-78 Pins	belaying pin, presented by Alfred Hayes	Good
996.0826	435-78 Timer	timer, type MT179 Wallace & Tieman	Good
996.0828	437-78 Gargoyle	brass gargoyle Petri Manan LH, donated by Ken Black	Good
996.0830	438-78 Light	Range light, GRS type	Good
996.0831	440-78 Shade	blue glass shade	Fair
996.0832	441-78 Test set	Submarine cable test set	Good
996.0834	443-78 Lamp	searchlight lamp, GE 200 w 7 in diam	Good
996.0835	444-78 Propeller	bronze prop. 3 blades, 14 in diam donated By James Moore	Good
996.0838	445-78 Mallet	Serving mallet, wood, from CGC Eagle, donated By Roger C	Good
996.0838	447-78 Mooring ring	from Boston light, donated by Edward Snow	Good
996.0839	448-78 Bull nose	Bull nose , bronze	Good
996.0840	449-78 Box	Dim-out equipment box, marked USLHS	Good
996.0841	450-78 EOT	Engine order telegraph, F/V Squall	Good
996.0842	451-78 Lens	4th Order, Cuckolds Light, w mechanism, USLHE shop, 15-¢	Good
996.0843	452-78 Cap	USS Kickapoo Donated by Elizabeth Passon	Good

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996.0844	452-76 Cap	USS TAMPA, CG	Good
996.0845	452-76 Cap	CG enlisted	Good
996.0846	452-76 Cap	Assistant LH keeper	Good
996.0847	452-76 Cap	Lighthouse keeper, donated by Harvard Gray: last keep of W	Good
996.0848	453-76 Plaque	CGC Cowslip patch on board	Good
996.0849	454-76 Teletype	CG Teletype 1129, 22690, mfg by Teletype corp	Good
996.0850	455-76 Taffrail log	Blas, in box, donated by Don Engolery	Good
996.0851	456-76 Mosaic	Star, made from wood from USS Constitution	Good
996.0853	458-76 Piston	diaphone piston	Good
996.0854	459-76 Light	acetylene, blue shade broken, 1216100 AGA	Good
996.0856	461-76 Mirror	signal mirror, survival kit	Good
996.0857	461-76 Mirror	signal mirror, survival kit	Good
996.0858	462-76 Drogue	Wood triangle, Hawthorne	Good
996.0861	465-76 Control	Brass throttle control 330679 F/V Squal	Good
996.0862	466-76 Fire Extinguisher	Carbon tet, hand held, Mfg FYR FYTER, donated By J. Blac	Good
996.0863	467-76 Fog horn	Brass, Mouth operated, fog horn	Good
996.0865	469-76 Holy stone	holy stone	Good
996.0866	469-76 Holy stone	holy stone	Good
996.0871	471-76 Lens	5th Order, Doubling Point Light, w/door	Good
996.0872	472-76 Lamp	Kerosene, brass, from Boston Light	Good
996.0873	473-76 Lens	4th Order, red panels, Bakers Isl., Mercury, Chance Bros	Good
996.0875	474-76 EOT	Brass EOT, Relief LT Ship, WAL 536,	Good
996.0876	475-76 Lens	2nd Order, Petit Manan Light, rotating, condensing panels, c	Good
996.0879	476-76 Light	copper top light, white base	Good
996.0880	479-76 Lantern	375MM black, 758-1/ 108 w/lens and flasher	Good
996.0881	480-76 EOT	F/V Squal brass,	Good
996.0882	481-76 Wheel	steering wheel w/rudder indicator, Sperry	Good
996.0883	482-76 Compass	gyro compass, Mod 4 s/n 94316	Good
996.0884	483-76 Indicator	rudder direction indicator, glass face	Good
996.0885	484-76 Indicator	RPM indicator, s/n 76 Pico Star Log Corp. Gray	Good
996.0886	485-76 Lantern	brass, acetylene w/blue shade	Good
996.0888	489-76 Seal	brass, wood, CGC Cowslip	Good
996.0889	490-76 Insignia	chevron, 1st Cl Medic	Good
996.0890	493-76 Car tag	U. S. Govt T17199	Good
996.0891	493-76 Car tag	U. S. Govt T15605	Good
996.0892	494-76 Code	Standard bell code, metal sign	Good
996.0893	526-76 Clock	DeLax watch clock, NewMan s/n 380216 w/key and 4 boxes	Good
996.0898	566-76 Uniform	jumpers, donated by QM1 C R Moore	Good
996.0899	577-76 Speed control	s/n 7815 Bakers Island, Light Station Minlark Elec. Co.	Good
996.0993	587-76 Wicks	wicks and Mantles, 2	Good

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998.0902	630-78 Anchor (1 of 3)	Mushroom (museum grounds)	Good
998.0903	630-78 Anchor (2 of 3)	Mushroom, harbor	Good
998.0904	630-78 Anchor (3 of 3)	Mushroom, harbor	Good
998.0905	631-78 Propeller	# 100-1097	Good
998.0907	633-78 Bell	U. S. Lighthouse Establishment 1884 WM Blake Co.	Good
998.0908	634-78 Gongs	Gongs, 4, 787-1 on Museum grounds	Good
998.0909	635-78 Buoy	bell buoy, black, USLHS 1915 William Co.	Good
998.0914	641-78 Bell	USLHS 1915 Shane Bell. Bello.	Good
998.0915	642-78 Bell	encased bell, Meneely Co, Troy NY	Good
998.0917	644-78 Bell	Bell w/stand USLHS 1930 C A Williams	Good
998.0918	645-78 Torpedo	Mock torpedo, wood,	Fair
998.0919	646-78 Day marker	Circular wheel, brown	Good
998.0997	647-78 Tower	ATON tower	Good
998.0924	652-78 Buoy	temporary, black #3	Good
998.0925	653-78 Propeller	3 blade, nicked, 18 x 15 bore	Good
998.0926	654-78 Chain	anchor chain	Good
998.0927	654-78 Ballast	ballast balls cut in half, 5	Good
998.0928	658-78 Ballast	ballast balls w/fit ring, 10	Good
998.0929	659-78 Lantern	300 MM acetylene lens missing, w/burner	Good
998.0933	662-78 Lightning rod	lightning rod bell from Sankaty Head Light	Good
998.0936	665-78 Striker	Mechanical bell striker from Ten Pound Island Light	Good
998.0940	670-78 Striker	Bell striker, AGA 900 lb.	Good
998.0942	672-78 Fog horn	double fog horn, (Museum grounds)	Good
998.0943	673-78 Receiver	Loran Receiver s/n 1, R887 SPN RCA	Good
998.0945	675-78 Lantern	acetylene, s/n 18LL127 758 250 MM	Good
998.0946	Buoy	run Buoy, "4"	Good
998.0947	Buoy	plastic, "51"	Good
998.0948	Bell	fog bell, Mattinous Rk Light, J Bernhard Co., 1856 w/3 buller	Good
998.0949	Sinker	buoy sinker, granite	Good
998.0951	Lens	4th Order, bull's-eyes, Barbier, Bernard, & Turenne	Good
998.0952	Lens	5th Order, Isle Au Haut Light	Good
998.0953	Lens	375MM cut glass, w/stand	Good
998.0954	Lantern	200MM Dual lantern, Shoreside, donated by J W Brooks	Good
998.0955	Lens	375MM Made into table	Good
998.0956	Lens section	4th Order, 1/4 section, from Sakonnet Point Light, on swivel	Good
998.0957	Bell	bell from EOT Henschel Corp.	Good
998.0958	Display case	wood/glass Made from lighthouse lantern glass panels	Good
998.0959	Clock	Deck clock, Seth Thomas, CGC Galatea	Good
998.0961	Bell piece	part of Mount Desert Fog bell donated By Walter Blanchard	Good
998.0962	Beacon	DCB10 rotating beacon, w 2 500 w bulbs	Good

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996.0963	EOT	CGC White Sage, Bendix	Good
996.0964	Lens	4th Order Fresnel, American lens	Good
996.0965	Lens	300 MM Missing back dioptic section, Block Island	Good
996.0967	Light	Auxiliary light from Boston w/2 red panels,	Good
996.0968	Lens	3rd Order, Whitehead Island Light	Good
996.0969	Lens	3rd Order, Matinicus Rock Light	Good
996.0970	Lens	4th Order, 12 bull's-eyes, USLH Depot 3, Staten Island	Good

City of Rockland Loan Inventory

The Borrower agrees to the following CONDITIONS OF LOAN:

PROTECTION.

1. The object(s) borrowed shall be given special care at all times to ensure against loss, damage, or deterioration. The borrower agrees to meet the special requirements for installation and handling as noted on the face of this agreement form. Furthermore, the U. S. Coast Guard (hereinafter "Coast Guard") may require an inspection and approval of the actual installation by a member of its staff as a condition of the loan. Upon receipt and prior to return of the object(s), the borrower must make a written record of condition. The Coast Guard is to be notified immediately, followed by a full written report, including photographs, if damage or loss is discovered. No object may be altered, repaired, or subjected to more than routine cleaning without the written permission of the Coast Guard. Object(s) must be maintained in a building equipped to protect objects from fire, smoke, or flood damage; and protected from extreme temperatures and humidity, excessive light, and from insects, vermin, dirt, or other environmental hazards. Object(s) must be handled only by experienced personnel and be secured from damage and theft.

INSURANCE.

2. Object(s) shall be self-insured during the period of this loan for the value stated on the face of this agreement, subject to the following standard exclusions: gradual deterioration or inherent vice; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination.

3. In the event of loss or damage, the Borrower's maximum liability will be based upon the agreed value as herein stated. The artifact value may be reviewed periodically, and the Coast Guard reserves the right to require an increase in coverage.

4. The Borrower hereby warrants that the required coverages described above will be secured and maintained and that the Coast Guard will be named as an additional insured. If the Borrower fails to maintain said self-insurance, the Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said self-insurance were in effect.

5. In limited cases, the Coast Guard may waive insurance, but in these instances it is understood and agreed that the Borrower will indemnify the Coast Guard for any and all loss or damage to the object(s) occurring during the period of the loan, as if it were insured as stated above.

PACKING AND TRANSPORTATION.

6. Packing and transportation shall be by safe methods approved in advance by the Coast Guard. Unpacking and repacking must be done by experienced personnel under supervision.

CREDIT AND REPRODUCTION.

7. Each object shall be identified as property of the U. S. Coast Guard. Unless otherwise agreed to in writing, no reproductions are permitted by the Borrower except photograph copies for catalog and publicity uses related to the stated purpose of this loan.

COSTS

8. Unless otherwise noted, packing, transportation, customs, insurance, and other loan related costs of shipping to and from the Borrower shall be borne by the Borrower.

RETURN/EXTENSION/CANCELLATION

9. Object(s) must be returned to the Coast Guard in satisfactory condition by the stated termination date. The Coast Guard reserves the right to recall the object from loan on short notice, if necessary. The Coast Guard reserves the right to cancel this loan for good cause at any time, and will make every effort to give reasonable notice thereof.

LOANS TO OTHER ORGANIZATIONS

10. Borrower is not authorized to loan the object(s) listed on the face of this agreement to other organizations without the written approval of the initiating Coast Guard office. Doing so may result in the recall of the object(s) and termination of this loan.

GOVERNING AGREEMENT

11. In the event of conflict between this agreement and any forms of the Borrower, the terms of this agreement shall be controlling.

I have read and agree to the above Conditions and certify I am authorized to agree thereto.

NAME: Thomas J. Hall TITLE: City Manager

SIGNATURE: *Thomas J. Hall* DATE: 8/2/04
(Borrower or Authorized Agent)

APPROVED FOR THE U. S. COAST GUARD:

NAME: Gail Fuller TITLE: Curator, U. S. Coast Guard

SIGNATURE: *Gail Fuller* DATE: 7/19/04
(For the Commandant)

Mail a signed copy of this form to:

Coast Guard Curator, U.S. Coast Guard Exhibit Center, 7945 Fernham Lane, Forestville, MD 20747-4518. For information: call (301) 763-4008 or -4007.

Attach standard "Title VI Assurance."

TITLE VI ASSURANCE

~~The City of Rockland, Maine (Recipient) HEREBY AGREES THAT~~ as a condition to receiving any Federal financial assistance from the Department of Homeland Security it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 6, Code of Federal Regulations, Part 21, Nondiscrimination on the Basis of Race, Color, or National Origin in Programs Receiving Federal Financial Assistance from the Department of Homeland Security (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Homeland Security, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its loan agreement with the U.S. Coast Guard,

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.4(a) and 21.4(e) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the regulations and made in connection with the loan of Coast Guard historical property and, in adapted form in all proposals for negotiated agreements: The Recipient, in accordance with the Act, and Title 6, Code of Federal Regulations, Part 21, Nondiscrimination on the Basis of Race, Color, or National Origin in Programs Receiving Federal Financial Assistance from the Department of Homeland Security issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
5. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
6. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for

the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

7. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of the Department of Homeland Security or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

8. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Homeland Security under the loan agreement for U. S. Coast Guard historical property, and is binding on it, other recipients, subgrantees, successors in interest and other participants in the City of Rockland, Maine.

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated: 8/9/09

Signature and title: Dennis J. Hall, City Manager

Organization: City of Rockland, Maine

Attachment: Appendix A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Homeland Security (hereinafter, "DHS") Title 6, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF ROCKLAND, MAINE

ORDER #65

IN CITY COUNCIL

August 10, 2015

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

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

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

Sponsor:

Originator: City Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of Rockland, Maine, and Maine Lighthouse Museum, Inc. have set their hands effective as of the day first above written.

Attest:

CITY OF ROCKLAND, MAINE:

Stuart H. Sylvester, City Clerk

by: James D. Chaousis II
its: City Manager

As to Form:

Kevin J. Beal, City Attorney

Attest:

MAINE LIGHTHOUSE MUSEUM, INC.:

by: _____
its: _____

UNITED STATES OF AMERICA, through the Commandant, United State Coast Guard:

by: _____
its: _____

by: _____
its: _____

CITY OF ROCKLAND, MAINE

ORDER #66

IN CITY COUNCIL

August 10, 2015

ORDER Authorizing Expenditure of Reserve Funds – Lien-Acquired Properties

IT IS HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

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

Sponsor:

Originator: City Manager

CITY OF ROCKLAND, MAINE
IN CITY COUNCIL

ORDER #67

August 10, 2015

ORDER Authorizing Salary Adjustments – City Attorney & City Clerk

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

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

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

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

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

Sponsor: Mayor Isganitis
Originator: Mayor Isganitis