

**TOWN OF SANGERVILLE
BOARD OF SELECTMEN
PUBLIC HEARING AGENDA MINUTES
Beginning @ 6:00 p.m.
Wednesday, September 24, 2018**

Item 1. Open Meeting. Chairman Mike Wark called meeting to order at 6:00 PM, followed by the pledge.

- a. **Selectmen Present:** Mike Wark, Jody Cabot, Dale Gray
- b. **Employees Present:** Lois Jones
- c. **Residents Present:** Toby Hall, Gerald Jackson, Regina Jackson, Gerald Peters, Pamela Smith, Ronald Smith, Paul Croteau, Paul Davis, & Patty Davis

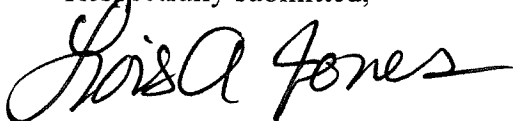
Item 2. Public Hearing Comment.

A. Abbie Fowler Purchase and Sale Agreement.

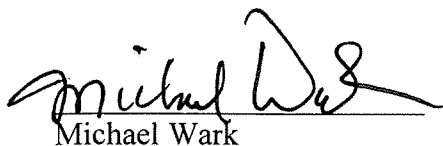
Overall, feelings were positive to move forward the sale of the Abbie Fowler building and lot to Mr. Howard, of Gordon Contracting, Inc. Pam Smith had some concerns regarding the bicentennial trees and asked if they could be moved. There was no provision on the trees. Could we get an agreement from Mr. Howard to remove the trees at a specified date in the future, after some root pruning, as suggested by Toby Hall. There was some concern on the time frame to update the building. The agreement gives a maximum of 8 (eight) years. If Mr. Howard sells the building to another entity, will the update conditions still exist. Gerry Peters stated the conditions of the Purchase and Sale Agreement will exist if Mr. Howard sells to another, as it is stated in the agreement. It was felt that Mr. Howard's proposed re-use of the building will be a great benefit to the Town of Sangerville, and not interfere with the in-town atmosphere.

Item 3. Adjourn. Selectman Cabot made a motion and Selectman Gray 2nd to adjourn the public hearing. All in favor.

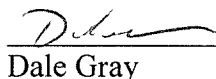
Respectfully submitted,



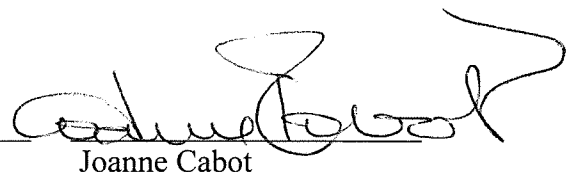
Lois A. Jones



Michael Wark



Dale Gray



Joanne Cabot

SIGN-IN SHEET

EVENT

Abbie Fowler Public Hearing
↳ Select Board Meeting
DATE 9/24/18

PLEASE PRINT

Tob. M. Hall

Ronald Jackson

Regina Jackson

Paul Potts

Pamela Smith

Ronald Smith

Paul Croteau

Paul & Patty Davis

PURCHASE AND SALE AGREEMENT

AGREEMENT made this ____ day of _____, 2018, by and between **The Inhabitants of the Town of Sangerville**, a body corporate and politic with an address of P. O. Box 188, Sangerville, Maine 04479 (hereinafter called "Seller") and **Gordon Contracting, Inc.**, a Maine corporation with an address of 627 North Dexter Road, Sangerville, Maine 04479 (hereinafter called "Buyer").

1. Agreement to Buy and Sell. The Seller agrees to sell and the Buyer agrees to buy, certain real estate, hereinafter referred to as the "Property," commonly known as the Abbie Fowler School Building located on School Street in the Town of Sangerville, Piscataquis County, Maine and more particularly described in the deed from the Sangerville Historical Society to The Inhabitants of the Town of Sangerville dated May 10, 2017, and recorded in the Piscataquis County Registry of Deeds at Book 2499, Page 75.

2. Purchase Price. The total purchase price for the Property shall be \$1.00. The purchase price shall be paid in immediately available funds as follows:

b. \$1.00 at closing.

3. Form of Conveyance. The Property shall be conveyed to Buyer by a good and sufficient Quitclaim Deed with Covenant free of all encumbrances, with the Buyer as grantee.

4. Title. Seller warrants that at the time of closing good and marketable title free of all encumbrances, other than as stated herein, will be conveyed to the Buyer, all in accordance with the Maine State Bar Association Standards of Title. If Seller's title is not satisfactory, Seller shall be given a reasonable time, not to exceed thirty days, to remedy the defect. The Buyer may extend the time for Seller to remedy the defect beyond thirty days by written extension of this Agreement.

5. Title Search. Buyer shall be responsible for the cost of any title search conducted in connection with this transaction.

6. Possession at Closing. Seller shall deliver possession of the Property to the Buyer at closing as hereinafter provided.

7. Closing. The Property shall be conveyed on or before September 30, 2018, unless said date is extended by mutual agreement of the parties.

Closing shall be at the Austin Law Offices in Dexter, Maine, or another mutually agreed upon location.

Seller shall be responsible for half of the cost of drafting this agreement, the cost for the deed of conveyance and real estate transfer tax form, the cost of recording any instruments necessary to clear title to the premises being conveyed, half of the closing agent's fee and Seller's share of the real estate transfer tax.

Buyer shall be responsible for half the cost of drafting this agreement, the cost of the title search (if any), title insurance premium (if any), half of the closing agent's fee, the cost of recording of the deed, and the Buyer's share of the real estate transfer tax.

8. Financing. Buyer's performance hereunder is not conditioned on Buyer's ability to obtain financing from a third party.

9. Property Taxes and Association Fees. The property is not taxed at this time and not part of any association, therefore no pro-rations are necessary.

10. Other: Duty to Improve and Environmental Contingency.

- a. Buyer agrees, as part of the consideration for the Property, to install (a) a radiant heating system; (b) insulate the building's shell; and (c) replace windows as necessary. Buyer agrees to commence the work no later than three (3) years after Closing and to complete it no later than seven (7) years after Closing. To ensure Buyer's performance under this subsection and protect Seller's interest in the Property in the event Buyer fails to perform its duties hereunder, the deed of conveyance shall include the following language:

"The herein described premises is conveyed to the Grantee under the conditions that (a) Grantee commence improvement work on the buildings situated on the premises within three (3) years from the date of this deed; and (b) complete the installation of, at a minimum (i) a radiant heating system in the building, (ii) insulation in the building's shell, and (iii) replacement windows as necessary, no later than seven (7) years from the date of this deed. In the event Grantee fails to meet these conditions, Grantor shall have the right of re-entry. Grantor's right of re-entry shall conclusively be deemed waived if not exercised within eight (8) years from the date of this deed."

In the event Buyer does complete the said improvements at an earlier date, and Buyer provides to Seller an inspection report by

Plymouth Engineering (or a similarly qualified third party) certifying that said improvements have been completed in accordance with acceptable industry standards, Seller shall release Seller's right of re-entry to Buyer within sixty (60) days after receiving said report. This clause shall survive the Closing.

- b. Buyer purchases the Property with the understanding that all environmental issues previously identified on the Property have been remediated pursuant to a Certification of Completion of Remedial Actions under a Voluntary Response Action Plan dated March 17, 2017 and recorded in Book 2499, Page 278 of the Piscataquis County Registry of Deeds. In the event that PCBs in building materials and soils; asbestos containing materials; and universal wastes are identified at the Property, not previously identified in the above referenced instrument, and it is determined that these materials are not present as a result of any activities or actions of the Buyer, the Buyer may convey the Property to the Town for the purposes of seeking funding for remediation. In the event that the Town is not able to obtain funding, the Town may retain the Property. To that end, the deed shall contain the following language:

“In the event Grantee determines in Grantee's sole discretion and based on the report of a qualified independent third party that the recent environmental remediation efforts undertaken on the herein conveyed premises did not remediate all environmental issues, Grantee shall have the option to reconvey the herein described premises to Grantor and a recording of such deed in the Piscataquis County Registry of Deeds shall be deemed to constitute delivery of said deed to the Grantee. This right to reconvey shall not be available to Grantee in connection with the underground storage tank presently located on the herein conveyed premises and shall be subject to the terms of paragraph 10.b. of the agreement between grantor and grantee dated _____, 2018. This right to reconvey shall expire two years after the date hereof.”

11. Activities Prior to Closing. The parties agree that the property shall be conveyed in substantially the same physical condition as of the date of this Agreement.

12. Insurance. The parties acknowledge that the Buyer shall have an insurable interest in the Property as of the date of this Agreement and the Buyer acknowledges that the Seller will not insure the Buyer's interest. The Buyer acknowledges that the Seller shall insure Seller's interest and the Buyer shall through appropriate policies insure Buyer's own interest in the Property.

12 A. Risk of Loss. The parties contemplate and expect the Property will be conveyed at the time of closing in the same condition as it is in on the day this Agreement is executed, reasonable wear and tear excepted. Risk of loss due to fire, vandalism, and all other causes shall be borne by the Seller until the closing. In the event that the Property is damaged prior to the closing, the Buyer shall have the following options:

(a) Continue this agreement for a reasonable time to allow Seller to restore the property to its original condition;

(b) Cancel this agreement and Buyer's deposit, if any, shall be returned to Buyer.

13. Breach. In the event of default by Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture of the deposits described in Section 2. In the event of default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the deposit.

14. Lead Contingency. Not applicable.

15. Inspections. Buyer agrees to purchase the building "as is" with the exception of the environmental contingency contained in section 10 of this Agreement.

16. Property Disclosure. Not applicable.

17. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, and assigns;

(b) This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understanding between them and shall not be altered or amended except by written Agreement signed by the parties;

(c) This Agreement may be executed in duplicate counterparts, and facsimile or electronic signatures shall be sufficient.

(d) This Agreement shall be construed and enforced in accordance with and be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written with their hands and seals.

SELLER:

Date: _____, 2018

Signed in the presence of:

INHABITANTS OF THE TOWN
OF SANGERVILLE
by and through its SELECT BOARD

Joanne Cabot

Dale Gray

Michael Wark

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BUYER:

Date: _____, 2018

Signed in the presence of:

GORDON CONTRACTING, INC.

Brian Howard, President

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