

Office of:

Town Manager
Tax Assessor
Tax Collector
Town Clerk
Treasurer
Code Officer
Finance Director
Harbor Clerk



Town Office

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May 22nd, 2019

ATTENTION: Commissioner Figueroa
Department of Administrative and Financial Services
78 State House Station
Augusta, ME 04330

Dear Commissioner Figueroa:

On behalf of the Town of Camden I am pleased to submit our offer to the Maine Department of Administrative and Financial Services for the former Union Chemical Property (Lots 18 & 19, Route 17, Hope). As the first municipality in the State of Maine to join the Global Covenant of Mayors for Climate and Energy, Camden is committed to drastically reducing our emissions by generating energy through renewable sources, particularly solar. The former Union Chemical site presents a unique and exciting opportunity for Camden to help Maine achieve our shared goal of drastically reducing emissions through the expansion of solar power generation by locating a solar farm on this site.

As one of Maine's few Superfund sites, the negative environmental impacts of the Union Chemical Company, Inc. are unarguable. The considerable limitations on this site, which include but are not limited to; prohibitions on ground water extraction, prohibitions soil disturbance and requiring existing and future monitoring wells be accommodated, render the site virtually unusable. The Town of Camden's plan to locate a solar farm of up to 3.5 megawatts on this property has the potential to transform a site that has had tragic environmental consequences for the State of Maine into a site that actively contributes to addressing climate change, the most urgent environmental issue of our time. By supporting the Town of Camden's efforts to build a solar farm on the former Union Chemical site, the State will make significant progress toward dramatically slashing emissions and generating 100 percent of our power from renewable sources by the middle of the century.

The Town of Camden has conducted extensive site searches both within the town and of our neighboring communities. Camden's geography, lack of available marginal land at a reasonable price, and need for a lot that can accommodate a solar farm with the potential to generate at least 1.5 megawatts greatly constrains our options and virtually eliminates all potential sites within Camden. This led the Town to investigate the potential of the Union Chemical site, which we believe presents a great prospect for a large-scale solar project.

The Town wants this project to be an example for Maine of how local and state government can work collaboratively to increase solar power generation and substantially reduce emissions, without compromising arable land. To this end the Town will offer the State a portion of CMP energy credits generated by this site as well as the opportunity to install electric car charging stations, which will be ideally located for maximum use and exposure on Route 17, the main arterial road between the Midcoast and Augusta. Camden is also reaching out to other communities in the Midcoast who may be interested in partnering with us in developing this solar farm.

While this project is still in its early stages, Camden has received overwhelming community support for expanding the Town's investment in solar generation. The Town has also received encouragement and technical support from the Maine DEP and officials in the US EPA region 1 who are all familiar with this site and believe the project we are proposing presents the most viable and beneficial potential reuse of this site. We are hopeful the Department of Administrative and Financial Services will recognize the opportunity to support Governor Mills' goal of transitioning Maine to a low-carbon economy by collaborating with the Town of Camden in our efforts to undertake this innovative project.

Sincerely,



Audra Caler-Bell

Camden Town Manager

PURCHASE AND SALE AGREEMENT

Date: 05/22/2019	Effective Date: Effective Date is defined in Paragraph 23 of this Agreement
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1. PARTIES: This Agreement is made between The Town of Camden, Maine (hereinafter called "Buyer") and the State of Maine (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the Property situated in municipality of Hope, County of Knox, State of Maine, which is a property located at Route 17 Map 8 Lots 18 & 19 as described in a deed recorded at Knox County Registry of Deeds in Book 5192, Page 306; and further described by the Town of Hope Assessor's Office as Tax Map 8, Lot 18 & 19; If "part of" see Other Conditions (paragraph 26) for explanation.

3. FIXTURES: The Buyer and Seller agree that, if applicable, all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: NA

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: **The property is being sold "as is, where is" with no representations or warranties.**

4. PERSONAL PROPERTY: N/A

5. PURCHASE PRICE: For such conveyance Buyer is to pay the total purchase price of **\$1.00 (ONE Dollar)**. The Buyer will deliver to the Seller's agent (CBRE/The Boulous Company), concurrent with this offer, a deposit of earnest money in the amount of **\$1.00 (ONE Dollar)**. If said deposit is not delivered simultaneously with this offer, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: Seller's agent shall hold said earnest money and act as escrow agent until closing. This offer shall be valid until **07/23/2019**. Escrow Agent, may, at its option, require the receipt, release and authorization in writing of all parties before paying money or delivering or redelivering documents or property to any party or to third parties. Escrow Agent shall not be liable for any interest or other charges on the money held by it. In the event a controversy arises over said funds, Escrow Agent, at its sole discretion, may tender the funds into court for settlement, after deducting its attorney's fees, court costs, and escrow fees, if any, which have accrued, including any attorney's fees and court costs relating to the tender into court. Seller and Purchaser indemnify and hold harmless Escrow Agent and its agents and representatives from all loss or damage they may sustain in connection with Escrow Agent's performance of these instructions and do hereby jointly and severally release and waive any claims they may have against Escrow Agent.

7. TITLE AND CLOSING: A Quitclaim Deed shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers within **160** days of the time the deed has been fully executed unless otherwise agreed to in writing by both parties. Seller makes no representations or warranties concerning title to the Premises. Buyer shall have **60 calendar** days from the Effective Date of this Agreement to conduct a title examination. If Buyer, in their sole discretion, is not satisfied with the results of such title examination, then Buyer may elect, by giving written notice to Seller on or before the expiration of such 7 day period to terminate this Agreement. Buyer shall be responsible for all closing costs associated with the transfer of the Property.

8. DEED: The property shall be conveyed by a Quit Claim Deed without warranties or covenants of title.

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9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed to in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. If the premises are damaged or destroyed prior to closing, Buyer may terminate this Agreement and be refunded the earnest money.

11. FUEL / UTILITIES / PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, or other similar incomes and expenses. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in the heating fuel tank shall be paid by the Buyer at the cash price as of the date of closing of the company that last delivered the fuel. **Buyer will pay their share of the transfer tax as required by State of Maine. Seller is exempt from transfer tax and municipal real estate tax.**

12. DUE DILIGENCE: Seller does not make 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 and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Seller makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer: **SEE ADDENDUM**

Type of Inspection	Yes	No	Results Reported to Seller			Type of Inspection	Yes	No	Results Reported to Seller		
a. General Building			Within		Days	j. Lead Paint			Within		Days
b. Chimney			Within		Days	k. Arsenic Treated Wood			Within		Days
c. Environmental Scan			Within		Days	l. Pest			Within		Days
d. Sewage Disposal -			Within		Days	m. Pool			Within		Days
e. Water Quality -			Within		Days	n. Zoning			Within		Days
(including but not limited to radon, arsenic, lead, etc.)						o. Habitat Review / Waterfowl					
f. Water Quantity			Within		Days	p. Flood Plain					
g Air Quality - -			Within		Days	q. Code Conformance			Within		Days
(including but not limited to radon, arsenic, lead, etc.)						r. Insurance					
h. Square Footage			Within		Days	s. Lot Size / acreage			Within		Days
i. Mold			Within		Days	t. Coastal Shoreland Septic			Within		Days
						u. Other			Within		Days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time

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period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. FINANCING: This Agreement _____ is or X is not subject to financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining an approved conventional mortgage of not less than _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within **XX** days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- c. Buyer to provide Seller with loan commitment letter from lender within **XX** days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than points. Seller agrees to pay no points and none of the Buyer's closing costs.
- g. Buyer's ability to obtain financing _____ is or _____ is not subject to the sale of another property.
- h. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

Seller's Agent: Chris Paszyc, The Boulos Company

Buyer's Agent: **NA**

There are no other known Licensees associated with this agreement.

15. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood.

16. ENVIRONMENTAL: Seller makes no representations or warranties about the environmental condition of the Premises, including but not limited to the presence of hazardous waste, toxic materials, or any other condition or substance that may support a claim under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement.

17. DEFAULT: In the event that either Buyer or Seller is unable to perform their respective obligations then the obligations of the parties shall cease, and this Agreement shall be void and neither party shall have further recourse against the other except that Seller shall retain the Deposit if Buyer's failure to perform occurs after the expiration of the Due Diligence Period as set forth in Section 12. This shall not apply to any obligations existing on or after the closing date.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

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19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon the successors and assigns of the Seller and the heirs, personal representatives, successors and assigns of the Buyer.

20. 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.

21. ADDENDA: Lead Paint – It is unknown by the Seller if there is any lead paint on or in any building improvements, if any exist.

22. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

23. EFFECTIVE DATE/ NOTICE: 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, verbally or in writing. This Agreement is effective when signed by both Buyer and Seller. Seller's Agent is authorized to fill in the Effective Date on Page 1 hereof. **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 mean calendar days.** Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted.

24. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential to the extent authorized by law, but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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 entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

25. APPROVALS: This transaction is subject to approval by the Commissioner of the Department of Administrative and Financial Services and the Governor of the State of Maine.

26. OTHER CONDITIONS: The Addendum attached hereto, together with the terms and conditions therein, is hereby incorporated herein as if fully set forth and shall serve to modify the terms and conditions of this Purchase and Sale Agreement.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

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 Bureau of Taxation.


Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

(Signatures on the following page)

Handwritten signature

Buyer's mailing address is: **P.O. Box 1207**
29 Elm Street
Camden, ME 04843

BUYER:


Audra Coker-Bell
Town Manager
Town of Camden

DATE

5/22/2019

Seller accepts the offer and agrees to deliver the above described property at the price and upon the terms and conditions set forth in this agreement.

Seller's mailing address is: **77 State House Station, Augusta, Maine**

SELLER: _____

DATE _____

State of Maine



ADDENDUM TO PURCHASE AND SALE AGREEMENT
TOWN OF CAMDEN, MAINE, AND STATE OF MAINE
UNION CHEMICAL PROPERTY (Tax Map 8 Lots 18 & 19)

This addendum shall be attached to and treated as if full set forth in that certain Purchase and Sale Agreement dated May 22, 2019 by and between the Town of Camden, Maine, a municipal corporation ("Buyer") , and the State of Maine ("Seller"). This Addendum shall be referenced in Paragraph 26 of the Purchase and Sale Agreement, and shall serve to replace and supersede any and all conflicting or absent terms and conditions in the body of the said Purchase and Sale Agreement; the terms and conditions as stated herein shall control over any conflict with terms and conditions in the body of said Purchase and Sale Agreement. To the extent practicable, the related paragraphs in the body of the Purchase and Sale Agreement are referenced herein. However, the terms and conditions of this Addendum control over the Purchase and Sale Agreement without regard to any specific paragraph references. Thus, notwithstanding any term or condition in the body of said Purchase and Sale Agreement, the following terms and conditions shall apply:

1. The Town of Camden shall have the right to assign all right, title and interests in and to the Purchase and Sale Agreement to any non-profit entity that it creates, or associates with, for the purpose of constructing and thereafter maintaining a ground-based net-metering solar array project. (Para. 1 (of P and S))
2. The purchase price shall be one dollar (\$1.00). (Para 5)
3. Closing shall take place within one hundred and eighty 180 days of the Effective Date. (Para 7)
4. Buyer shall have 60 days within which to conduct a title examination and provide results of lack of satisfaction with title in writing to Seller. (Para 7)
5. Buyer and Seller are exempt from Transfer Tax and *ad valorem* taxes. (Para 11.)
6. The scope and extent of Buyer's due diligence review of this Super Fund Site shall be at the Buyer's sole discretion and may include any aspect of the present, past and/or future condition, uses and suitability of the premises to be purchased; provided therefore, Buyer hereby expressly reserves the right to reject the purchase of the property and declare the Purchase and Sale Agreement null and void, it its sole discretion, for any reason or for no reason, for a period of 160 days from the Effective Date. (Para 12)

7. The Buyer's obligations are subject to the execution, in Buyer's sole discretion, of a Solar Power Purchase Agreement, and related documents, with both an installer/contractor and a financier of the proposed solar power project, within 160 days of the Effective Date.

8. Buyer's obligation to purchase the premises is conditioned upon and subject to ratification and approval of the voters of the Town of Camden, at a Special Town Meeting, to be noticed within 160 days of the Effective Date.

9. Buyer's obligation to purchase the premises is conditioned upon and subject to receipt of such binding Letters of Assurance, Letters of Non-Action or Letters of Comfort from the authorized officials of both the State of Maine and United States of America, which shall survive the closing, and which shall make clear that the Town of Camden, by virtue of becoming an Owner of the property, shall not become a Responsible Party, or otherwise liable or responsible for the pre-purchase existence, past or future monitoring, past or future clean-up costs, and/or past or future remediation of hazardous substances and materials, or other unlawful substances or materials, which are subject to government oversight and regulation; provided, however, the Town shall not act to cause disturbances or ground penetrations that trigger a release, spill or otherwise act to cause additional or greater contamination than that which exists as of the Effective Date. (Para 16)

10. The Town shall have the right to conduct due diligence regarding the liability, to the satisfaction of the Camden Select Board, as may be imposed on the future owner of the premises relating to any present or future contamination under, into or onto nearby/surrounding/abutting properties, including the Well Advisory Zone properties depicted in Figure 4 on page 14 of the Superfund Final Close Out Report ("FCOR"); the Lease and Indenture Agreement with the Owners of Map 8 lot 45 (see page 13 of FCOR); and the US District Court, 1992, Consent Decree (see multiple references in the FLUP and all other Court actions affecting the property. If such liability is unacceptable, the Town shall provide a letter to the Seller within 160 days of the Effective Date, after which time, the Purchase and Sale Agreement shall be null and void.

11. Buyer's obligation to Purchase the premises is conditioned upon and subject to Buyer obtaining from the Town of Hope, all necessary use, site plan, Shoreland, and construction permits to construct a Solar Power Array, with all infrastructure, on or before the Closing date.

BUYER:  DATE 5/22/2019

Camden Town Manager
Town of Camden, Maine

SELLER: _____ DATE _____

State of Maine