

Kevin Beal

From: Audra Bell <abell@ci.rockland.me.us>
Sent: Wednesday, April 15, 2015 10:12 AM
To: 'Kevin Beal'
Subject: FW: Form of Option
Attachments: Rockland SAMPLE Option Agreement 14 April 2015.docx; ATT00001.c

Hi Kevin,

Attached is a form of option agreement the developers have used before that they've offered as a template.

Thank you,
Audra

-----Original Message-----

From: Craig Olmsted [<mailto:colmsted@emienergy.com>]
Sent: Tuesday, April 14, 2015 4:16 PM
To: abell@ci.rockland.me.us
Cc: jchaousis@ci.rockland.me.us; Evan Coleman; Jack Arruda; Wendy DeWolf; Mitchell Jacobs
Subject: Form of Option

Hi Audra,

Evan had indicated that you would appreciate a form of option agreement. Attached is an agreement analogous to those we have signed recently. We can discuss it once you and your colleagues have had a chance to go through it.

Regards,
Craig

====
Craig Olmsted – Vice President – Projects
+1 617 904 3100 x119 – office
+1 617 943 9743 - mobile

**OPTION AGREEMENT
(Rockland, Maine)**

Agreement made this XXth day of April, 2015 between [City of Rockland] ("Seller") and Northern LNG LLC, Boston, MA ("Buyer").

1. DEFINITIONS

COMMENCEMENT DATE:

April XX, 2015

Seller:

[City of Rockland].

Buyer:

Northern LNG LLC, 20 Park Plaza, Suite 320, Boston, MA 02116.

PROPERTY:

A parcel of land located in Rockland, Maine, attached as Exhibit A, of which acreage approximately _____ acres.

MONTHLY OPTION PAYMENTS:

Monthly payments are due on the first of each month according to the schedule and the amounts as follows:

August 1, 2015 through July 31, 2016	\$XX
August 1, 2016 through July 31, 2017	\$XX
August 1, 2017 through July 31, 2018	\$XX
August 1, 2018 through July 31, 2019	\$XX
August 1, 2019 through July 31, 2020	\$XX

INFRASTRUCTURE IMPROVEMENTS:

(a) TBD

OPTION PERIOD:

COMMENCEMENT DATE through and including July 31, 2020.

2. OPTION

In consideration of the agreement of Buyer to make Option Payments to Seller, Seller grants to Buyer, its successors, and assigns, an option to purchase the Property (the "Option") for the price of [TBD] (the "Purchase Price", as adjusted as provided below and pursuant to Section 3.

Buyer may exercise the Option by giving written notice of exercise to Seller (the "Exercise Notice"), in the manner provided in Sections 14 and 18 below, on or before the last day of the Option Period. The Exercise Notice shall state a closing date, which date shall not be less than ten (10) days nor more than one hundred eighty (180) days after the day the Exercise Notice is given.

At the election of Buyer, the Option Period shall be extended up to an additional twenty four (24) months. Such election shall be made by written notice to Seller delivered no later than April 30, 2020. If Buyer makes such election, monthly Option Payments in the amount of \$10,000 shall be due and payable on the first day of each month in the period August 1 2020 through the last day of the extended Option Period.

3. OPTION PAYMENTS

Beginning on August 1, 2015 and continuing on the first day of each calendar month thereafter until this Option shall be exercised as provided in Section 2 above or terminated as provided in Section 17 below, Buyer agrees to pay Seller the Option Payments. In the event that Buyer purchases the Property, The Purchase Price payable by Buyer to Seller at closing shall be reduced by the aggregate amount of Option Payments made by Buyer to Seller as of closing. No Option Payments shall be due for the period from the Commencement Date through July 31, 2015.

4. CLOSING

The deed to the Property shall be delivered and the Purchase Price paid, unless otherwise agreed upon in writing, at 10:00 A.M. on the date fixed in Buyer's Exercise Notice, at the offices of Buyer (such date and time, as the same may be extended in accordance with the provisions of this Option Agreement, are hereinafter referred to as the "Time of Closing").

Buyer shall pay the Purchase Price (as adjusted pursuant to Section 3) by certified or bank check or by federal wire transfer. At the Time of Closing, Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances, provided that all instruments necessary for the purpose of clearing of title are recorded or registered simultaneously with the deed, except for mortgage discharges from institutional lenders which may be recorded subsequent to the Time of Closing in accordance with prevailing conveyancing practices, provided that prior to the Time of Closing Buyer and Seller have agreed upon satisfactory arrangements for the payment of all indebtedness secured by such mortgages.

5. DEED

Seller shall convey title to the Property by a good and sufficient quitclaim deed running to Buyer or such person or persons as Buyer may designate in writing at least seven (7) days prior to the Time of Closing. If the deed refers to a plan necessary to be recorded therewith, Seller shall deliver such plan with the deed in form suitable for recording or registration. If title to the Property is registered, the deed shall be in form sufficient to entitle Buyer to a Certificate of Title to the Property, and Seller shall deliver with the deed all instruments necessary to enable Buyer to obtain such Certificate of Title.

6. TITLE

The deed shall convey a good and clear record and marketable title to the Property free from liens and encumbrances other than liens for municipal betterments assessed after the date of Buyer's Exercise Notice; real estate taxes for the current year (as of the Time of Closing); and the matters listed on Exhibit B (the "Permitted Exceptions"), which Exhibit B the parties shall use their best efforts to agree on within the first 120 days following the Commencement Date. If the parties are not able to reach agreement on Exhibit B within such 120 days period Buyer may elect to terminate this Agreement by written notice to Seller. Should Buyer elect to so terminate Seller shall promptly return to Buyer all Option Payments made by Buyer as of the date of such written notice of termination.

7. POSSESSION AND CONDITION

Seller shall deliver to Buyer at the Time of Closing full possession of the Property free of all tenants and occupants, in the same condition as it now is, reasonable use and wear thereof, acts of God, and changes thereto resulting from the actions of Buyer and/or its agents, employees, contractors excepted.

8. DEFECTS IN TITLE, POSSESSION, OR CONDITION

(a) If, at the Time of Closing, the Property does not conform with the provisions hereof with respect to title, possession, or condition, then, at Buyer's election, exercised by written notice given to Seller at or before the Time of Closing:

(i) The Time of Closing shall be postponed for a period of not more than thirty (30) days. During this period Seller shall remove all encumbrances which secure the payment of money (other than those to be removed by use of the purchase money at the Time of Closing) and make reasonable efforts to cure all other defects in title or otherwise make the Property conform; provided that Seller shall not be obligated to incur costs in excess of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars in such efforts. Seller shall keep Buyer fully informed as to Seller's activities in attempting to cure the defect in title, possession, or condition; and

(ii) If, after the aforesaid thirty (30) day extension period for the Time of Closing the Seller shall have failed to cause the Property to conform with the provisions hereof with respect to title, possession and condition, Buyer may rescind the Exercise Notice and terminate this Option Agreement, whereupon all Option Payments made by Buyer shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Option Agreement shall be void and without recourse to the parties hereto.

9. SELLER'S OBLIGATIONS UNTIL THE TIME OF CLOSING

From the date of this Option Agreement until the Time of Closing:

(a) Seller shall keep the Property in the same condition it is now in, subject to reasonable use and wear, acts of God and changes thereto resulting from the actions of Buyer and/or its agents, employees, contractors; and

(b) Seller shall not lease or by its act or failure to act create any lien or encumbrance on the Property that: (i) shall remain a lien or encumbrance on the Property for any period that extends beyond the Time of Closing; and (ii) is of an amount or value greater than the Purchase Price, without the prior written approval of Buyer, which shall not be unreasonably withheld.

(c) Notwithstanding the provision in Section 8 (a) (ii), if Closing is delayed as a result of the presence of encumbrances or liens on the Property created by an act or failure to act by Seller then Seller shall be required to use up to one hundred percent (100%) of the Purchase Price to remove such encumbrances or liens.

10. ADJUSTMENTS

Water and sewer use charges and taxes assessed for the then current tax year shall be apportioned at the Time of Closing in accordance with prevailing practices. If the amount of 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 determined. If the taxes which are to be apportioned shall thereafter be reduced by abatement, then the amount of such abatement, less the reasonable cost of obtaining same, shall be apportioned between the parties.

Seller shall pay all deed stamps and other closing costs customarily paid by a seller of real estate in the State of Maine, and Buyer shall pay such closing costs as are customarily paid by a buyer of real estate in the State of Maine.

11. BROKER

Seller and Buyer each mutually warrants and represents to the other that it has not engaged a broker in connection with this Option Agreement and/or the purchase and sale contemplated hereunder. Seller and Buyer each agree to indemnify and hold the other harmless from and against any liability, loss, cost, damage, or expense, including attorneys' fees, resulting from a breach of the foregoing representation and warranty.

12. SELLER'S REPRESENTATIONS

Seller hereby represents and warrants as follows, as of the date of this Option Agreement (all of which representations and warranties shall be affirmed in writing by Seller as of the Time of Closing):

- (a) Seller is the sole owner of the Property subject only to the Permitted Exceptions;
- (b) Seller has full power to execute, deliver, and perform the terms and provisions of this Option Agreement;
- (c) (Seller has received no notices from any governmental agency of any health safety fire or environmental regulation or code violations with respect to the premises covered by this agreement;
- (d) There are no underground storage tanks on the Property;
- (e) Performance by Seller of its obligations under this Option Agreement shall not constitute a breach or violation of any agreement, obligation, or instrument of any kind to which Seller is a party or to which the Property is subject.

If any of the foregoing representations or warranties are breached in any materially adverse respect by Seller, then, without limiting any other remedies of Buyer, Seller shall upon demand in writing from Buyer return all Option Payments hereunder paid by Buyer and this Option Agreement shall be deemed irrevocably terminated as of the date of such demand.

13. DELIVERY OF INFORMATION BY SELLER; BUYER'S INSPECTIONS

- (a) Seller shall promptly make available for inspection, examination, and copying by Buyer, as soon as practicable, at a mutually-acceptable location, the following materials with respect to the Property to the extent to which they exist and are in Seller's possession or control: soil and environmental reports; any reports, studies and the like regarding the presence or discharge of oil, gas, or other hazardous materials on the Property all title insurance policies issued to Seller with respect to the Property; as-built and perimeter surveys and plot plans; copies of Purchase and Sale Agreements and options to purchase or to Purchase and Sale Agreement all or any part of the Property (if any); copies of pleadings in pending litigation relating to the Property which have been served upon Seller (if any); and all other data, information, plans, files, letters, and materials pertaining to the conditions, ownership or operation of the Property as Buyer

may reasonably request. Buyer acknowledges that Seller makes no representation or warranty as to the accuracy or completeness of any materials so provided.

(b) Subject to the conditions set forth below, Buyer shall have the right to make such environmental inspections and tests and other tests, surveys or studies of the Property as it shall deem appropriate for its intended use of the Property and shall engage engineers, soil technicians, surveyors, wetland scientists, botanists, endangered species scientists or other experts of its choice and at its cost to do so during the term of this Option Agreement. Buyer shall provide a copy of all such reports to Seller. Upon the completion of such activities the Property shall be returned to the condition as existed prior to the commencement of such Activities subject to reasonable use and wear and Acts of God.

(c) Buyer shall give Seller prior written notice, no less than seventy-two (72) hours, of the time and nature of any activities to be conducted on the Property, including the location of such work on the Property.

(d) Seller shall allow Buyer or Buyer's agents, invitees or employees on to the Property to conduct tests, surveys, studies or sampling at Buyer's sole cost and risk. All activities of Buyer, or any of its agents, contractors, servants, employees, subtenants, licensees or invitees and the Property shall be conducted in strict compliance with all applicable law and regulation. Buyer shall provide Seller with an insurance binder for liability and casualty coverage of no less than \$1,000,000.00 naming the Seller as a loss payee for any and all claims arising out of the Buyer's activities on the Property as contemplated herein.

(e) Buyer shall indemnify and save Seller harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Seller by reason of any of the following occurrences during the term of this Agreement:

(i) any work or thing done in or on the Property or any part thereof by Buyer or any of its agents, contractors, servants, employees, subtenants, licensees or invitees;

(ii) any negligence on the part of Buyer or any of its agents, contractors, servants, employees, subtenants, licensees or invitees;

(iii) any accident, injury or damage to any person or property occurring as a result of the activities of Buyer, or any of its agents, contractors, servants, employees, subtenants, licensees or invitees on the Property;

(iv) any failure on the part of Buyer to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with;

(v) the failure of Buyer to comply with applicable legal requirements in connection with the disturbance or exposure of Hazardous Materials on the Property resulting from activities conducted on the Property by Buyer, or any of its agents, contractors, servants, employees, subtenants, licensees or invitees during the term of this Agreement.

14. LICENSES, PERMITS, AND APPROVALS

Seller understands that Buyer intends to develop and operate a power production facility (the "Facility") on the Property. Buyer will be responsible for all zoning approval and permits with respect to the Facility. Seller shall cooperate fully with Buyer in the application for and acquisition of all federal, state and local permits, licenses, consents, authorizations, and approval required for the construction and operation of the Facility as Buyer shall reasonably request, provided that Buyer shall not be required to incur any additional cost, liability or obligation as a result thereof.

Seller further understands that Buyer shall need to obtain all easements reasonably required for the full use of the Property, including without limitation, the delivery of gas and other utilities, access to the Property and the transmission of power produced at the Facility. Seller shall cooperate fully with Buyer in Buyer's efforts to obtain all such easements and, to the extent Seller is the owner of properties abutting or near the Property, at the Time of Closing Seller shall convey to Buyer all such easements reasonably required by Buyer for the construction and operation of the Facility. Seller and Buyer shall consult to determine the optimal easements to be secured to ensure the full and unfettered construction and operation of the Facility and Buyer shall identify to Seller with specificity the easements it requires in the Exercise Notice.

15. CLOSING DELIVERIES

Seller shall execute and deliver to Buyer at or before the Time of Closing the following documents: the deed; evidence of the authority and incumbency of those persons executing the deed and other closing documents on behalf of Seller; a FIRPTA Affidavit, corporate excise tax lien waiver, if applicable, and any other applicable documents to clear title, such as releases, waivers or approvals; such title affidavits regarding parties in possession and indemnities regarding mechanics' liens as Buyer's title insurer may reasonably require in order to delete exceptions regarding such matters from its title insurance coverage; and a certificate to the effect that all representations and warranties made hereunder by it are true and correct as of the Time of Closing.

16. RECORDING

Seller agrees to execute and deliver a notice of this Option Agreement in the form attached as Exhibit C (the "Notice") acceptable for recording at the Registry of Deeds, and authorizes Buyer to record same.

17. TERMINATION

Buyer may terminate this Option Agreement at any time by written notice to Seller accompanied by a notice of the termination of this Option Agreement in the form attached as Exhibit D duly executed by Buyer for recording by Seller. In the event that Buyer delivers such notice but fails to deliver an executed notice of termination and such failure continues for more than 7 days following a written request from Seller for the notice of termination Seller is appointed Buyer's attorney-in-fact solely for the purpose of signing and recording the notice of termination on behalf of Buyer. Buyer further agrees that, upon Seller's request, Buyer shall execute and deliver such additional instruments and documents as shall be necessary to cause the Notice to be deleted from Seller's certificate of title. Upon such termination, the obligation of Buyer to make Option Payments shall terminate; neither party shall have any further rights against the other; and Seller shall retain all Option Payments made through the date of termination in full satisfaction of all obligations of Buyer hereunder, except as otherwise provided in Section 8. If at the time of the Buyer's termination pursuant to this Section 17 Buyer has not paid all payments due hereunder, Seller shall retain the right to payment of such amounts from Buyer.

Seller may not terminate this Option Agreement unless Buyer fails to make an Option Payment due hereunder within fifteen (15) days of its due date and Seller gives Buyer written notice of the failure to make such option payment and Buyer fails to make such option payment within ten (10) days of receipt of notice of non-payment of option from Seller. In the event of such termination, or in the event of Buyer's unexcused failure to close in accordance with the terms hereof after having given the Exercise Notice, Seller shall retain all Option Payments made by Buyer as full liquidated damages and Seller shall have no other recourse against Buyer at law or in equity. In the event that Buyer fails to deliver an executed notice of termination after Seller has properly terminated this Agreement pursuant to this Section 17 and such failure continues for more than 7 days following a written request from Seller for the notice of termination Seller is appointed Buyer's attorney-in-fact solely for the purpose of signing and recording the notice of termination on behalf of Buyer.

18. NOTICE

All notices, demands, requests, consents, waivers, approvals, and other communications pursuant to this Option Agreement shall be in writing and shall be deemed given (i) upon the hand delivery thereof during business hours provided a receipt is obtained, or (ii) upon the earlier of receipt or the fifth (5th) business day after posting by certified mail, return receipt requested, postage charges prepaid, or (iii) on the next business day following delivery to an overnight delivery service such as Federal Express or U.S. Postal Service Express Mail, freight charges prepaid, in each case addressed or delivered to the respective parties at their respective addresses set forth in the preamble to this Option Agreement (or at such other addresses designated

by any party at any time by written notice given to the other parties in the manner set forth herein).

19. GOVERNING LAW, CHOICE OF FORUM AND JURY TRIAL WAIVER.

This Agreement, and any and all disputes arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of Maine, other than any non-mandatory provision thereof that would result in the application of the law of any jurisdiction other than the State of Maine. In any litigation arising out of or relating to this Agreement the Parties agree that the federal courts located in Maine, or if the federal courts lack jurisdiction, the state courts located in Knox County, Maine, shall be the exclusive forum for such litigation. Each of the parties hereby waives any right it may have to a trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

20. GENERAL

This Option Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, personal representatives, and assigns. Buyer shall not pledge, mortgage, convey, assign, or otherwise encumber or transfer this Option Agreement or its rights and obligations hereunder without the express prior written consent of Seller in each instance; except that Buyer may assign this Option Agreement, either before or after the exercise of the Option, to any entity which controls, is under common control with, or is controlled by Buyer, upon notice to Seller but without the necessity of obtaining Seller's consent thereto. No officer, director, shareholder, trustee, or beneficiary of a trust, if any, under which Seller or Buyer acts in executing this Option Agreement shall be personally liable for any obligation, express or implied, hereunder. Nor shall any affiliate of either Seller or Buyer have any liability hereunder or otherwise in relation hereto, including without limitation Energy Management, Inc., or its partners, stockholders, directors, officers and employees. This Option Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[City of Rockland], Inc.

Northern LNG LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A

Execution Version

EXHIBIT B

EXHIBIT C

NOTICE OF OPTION TO PURCHASE REAL PROPERTY

OPTIONOR: [City of Rockland]

OPTIONEE: Northern LNG, LLC, a Massachusetts limited liability company with a principal place of business at 20 Park Plaza, Suite 320, Boston, Massachusetts 02116.

PROPERTY: The real property located in [TBD] Exhibit "A", attached hereto and incorporated herein.

DATE OF EXECUTION OF OPTION AGREEMENT: As of April XX, 2015

Together, the "Option Agreement".

The parties to the Option Agreement represent that, as of the date of this Notice of Option to Purchase Real Property, such Option Agreement is in full force and effect and shall remain in effect unless and until a Notice of Termination of Option to Purchase Real Property is recorded in the Knox County Registry of Deeds.

This Notice of Option shall not serve to alter or amend the right or obligations of the parties hereto under the Option Agreement by and between the parties.

Executed this _____ day of April, 2015

[City of Rockland]

By: _____

Northern LNG, LLC

By: _____
Manager

(Acknowledgments Appear on Following Page)

STATE OF MAINE

_____, ss.

On this ____ day of April, 2015, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

STATE OF MAINE

_____, ss.

On this ____ day of April, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT D

NOTICE OF TERMINATION OF OPTION TO PURCHASE REAL PROPERTY

NOTICE IS HERBY GIVEN that the Option Agreement dated as of April _____, 2015 (the "Option Agreement") by and between [City of Rockland] (the "Optionor") and Northern LNG LLC, a Massachusetts limited liability company with a principal place of business at 20 Park Plaza, Suite 320, Boston, Massachusetts (the "Optionee"), is hereby terminated. The lot of land which is the subject of the Option Agreement [TBD] Exhibit "A", attached hereto and incorporated herein.

Executed this _____ day of April, 2015.

Northern LNG LLC

By: _____
Name: _____
Title: _____

STATE OF MAINE

_____, ss.

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Kevin Beal

From: James D Chaousis II <jchaousis@ci.rockland.me.us>
Sent: Wednesday, April 15, 2015 8:05 AM
To: Adam Micelli; Al Gourde; Amy Levine; Audra Caler-Bell; Bruce Boucher; Dennis Reed; Ed Glaser; Greg Blackwell; John Root; Kevin Beal; Rene Dorr; Samantha Mank; Sandy Billington; Stuart Sylvester; Terry Pinto; Tom Lutrell
Subject: Sale of City Property
Attachments: PR Sale of City Property.pdf

To all,

At the end of business yesterday I submitted the attached press release regarding the sale of city property (City Hall and the Department of Public Services Garage). There isn't anything else I can say on the matter yet but I know you and your staff will be pelted with questions. The right answer is: **There is nothing more that the city can disclose at this time. More information will be available next month. The City Manager is the single point of reference on this subject.**

Sorry to your jobs more hectic today.

Jim C

James D Chaousis II, City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841
Phone (207)593-0636
www.ci.rockland.me.us
jchaousis@ci.rockland.me.us

News Release

For immediate release: April 14th, 2015

Sale of City Property

The Rockland City Council will meet on April 15th, 2015 at 5:30 to consider a draft order to solicit bids on two municipal properties. The two properties are 270 Pleasant Street, Rockland City Hall, and 9 Burrows Street, Rockland Department of Public Services Garage. The City Council is considering sale of these properties after discussing a possible development in executive session on Monday. Premature disclosure of information pertaining to the developer, and their development proposition, would damage the bargaining position of the city. Full disclosure of these details is likely in early May and prior to final award of any purchase and sale agreement. The city has an obligation to a fair and impartial consideration of other unknown interested parties while considering this development proposal. Therefore, the process to solicit bids will be quick, clear, and awarded to the highest and best bidder. The City Council will retain the discretion to discard any and all bids. There will be additional consideration prior to a sale agreement. The Mayor and the City Council would like to apologize in advance for the inability to answer inquisitive questions until May.

For more information :
James D Chaousis II, City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841
Phone (207)593-0636
www.ci.rockland.me.us
jchaousis@ci.rockland.me.us

Kevin Beal

From: James D Chaousis II <jchaousis@ci.rockland.me.us>
Sent: Tuesday, April 14, 2015 3:49 PM
To: Frank Isganitis; Larry Pritchett; Louise MacLellan-Ruf; Valli Geiger; William Clayton
Cc: Kevin Beal; Audra Caler-Bell; Stuart Sylvester
Subject: PR Sale of City Property
Attachments: PR Sale of City Property.pdf

To all,

The attached press release will go out in a few minutes.

James D Chaousis II, City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841
Phone (207)593-0636
www.ci.rockland.me.us
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News Release

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For more information :
James D Chaousis II, City Manager
City of Rockland
270 Pleasant Street
Rockland, ME 04841
Phone (207)593-0636
www.ci.rockland.me.us
jchaousis@ci.rockland.me.us

Kevin Beal

From: Kevin Beal <kbeal@ci.rockland.me.us>
Sent: Tuesday, April 14, 2015 2:22 PM
To: 'Audra Bell'
Cc: 'James D. Chaousis II (jchaousis@ci.rockland.me.us)'
Subject: RFP
Attachments: Ad - Bid Sale of 270 Pleasant and 9 Burrows.doc; Order Authorizing Solicitation of Bids - 04-15-15.doc

Audra:

Update: the Council will meet tomorrow (Wednesday) at 5:30. We have at least three Councilors who are able to attend; maybe four.

proposed order and revised proposed RFP attached.

-k

Kevin Beal

From: Kevin Beal <kbeal@ci.rockland.me.us>
Sent: Tuesday, April 14, 2015 12:33 PM
To: 'James D. Chaousis II (jchaousis@ci.rockland.me.us)'
Cc: 'Audra Bell'
Subject: RFP
Attachments: Ad - Bid Sale of 270 Pleasant and 9 Burrows.doc

Jim:

I added a proviso that the option agreement state that the actual sale of the property will be subject to City Council approval.

-k

SALE OF CITY PROPERTY

The City of Rockland, Maine, will be accepting sealed bids for the grant of an option to purchase real property located and identified as the following parcels:

270 Pleasant Street, Rockland (Tax Map 57-A-2): a 13.55 acre parcel of land on which is situated an 11,136 sq. ft. office building and 1,120 sq. ft. garage, assessed at \$1,067,800;

and

9 Burrows Street, Rockland (Tax Map 57-A-5): a 4.44 acre parcel of land on which is situated a 14,400 sq. ft. utility building with offices, assessed at \$304,000.

Interested parties may inspect the properties by appointment (call 594-0300).

Sealed bids will be accepted at the Office of the City Manager, Rockland City Hall, 270 Pleasant Street, Rockland, ME 04841 until 10:00 A.M., Friday, April 24, 2015, in an envelope clearly marked "Sealed Bid For 270 Pleasant Street and 9 Burrows Street – Not To Be Opened Until 10:00 A.M. on April 24, 2015." Bids must include (1) proposed consideration, in dollars, for an option to purchase the aforesaid City properties, assuming a closing within one year of the execution of an option agreement therefor; (2) Bidder's proposed purchase price, in dollars, for each property; and (3) Bidder's proposed purchase price, in dollars, for both properties. The option and purchase and sale agreement may be awarded to the highest and best bidder, considering such factors, as applicable, as the use to which the property will be put after the sale, and the positive effect upon the City of such use; provided, however, that the City Council shall have the right to reject any and all bids. If awarded, the successful bidder will be required to sign an option agreement that states the purchase price for the City property, and the terms and conditions under which such option may be exercised, including the requirement that the sale is subject to approval by the City Council prior to closing. The successful bidder will be responsible for pro-rated payment-in-lieu of tax for the properties for the then-current fiscal year at a closing on the sale of the properties.