

City Council Minutes  
Tuesday, December 13, 2022

Regular Meeting  
City Hall Council Chambers

Tuesday, December 13, 2022  
6:00 p.m.

Councilor Ferris-present  
Councilor Daniels-present  
Mayor Phanthay-present

Councilor Goss-present  
Councilor Morin-present

Mayor Phanthay declared that a quorum was present. City Manager Stephen Bost and City Solicitor Johnathan Pottle were also present.

Mayor Phanthay led members of the council and others present in reciting the pledge of allegiance to the flag of the United States of America.

Mayor Phanthay read the notice for the regular meeting.

TO: Joseph Ferris, Jerry Goss, Michele Daniels, Jenn Morin, and Soubanh Phanthay; MEMBERS OF THE BREWER CITY COUNCIL. You are hereby notified that a regular meeting of the City Council of the City of Brewer will be held on Tuesday, December 13, 2022 at 6:00 p.m., at 80 North Main Street, to consider and act on the items on the attached agenda.

s/ Soubanh Phanthay  
Mayor and Chairman of the City Council  
Or \_\_\_\_\_  
Majority of the City Council

a true copy, attest: s/Vincent P. Migliore  
City Clerk

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OFFICER'S RETURN

I have on the date(s) and time(s) indicated given notice of this meeting by giving in hand of by leaving at the usual dwelling place of the within named an attested copy of this notice of meeting:

Given/Delivered to:	by (person delivering)	Title	Date	Time
Joseph L. Ferris	Rose	Off.	12/09/22	18:01
Jerry Goss	Rose	Off.	12/09/22	17:48
Michele Daniels	Rose	Off.	12/09/22	17:52
Jenn Morin	Rose	Off.	12/09/22	17:32
Soubanh Phanthay	Rose	Off.	12/09/22	17:40

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**CITY COUNCIL REGULAR MEETING**  
**Tuesday, December 13, 2022, 6:00 P.M.**  
**Brewer City Hall Council Chambers**

- I. Call to Order** (Mayor Phanthay)
- II. Roll Call** (City Clerk)
- III. Pledge of Allegiance to the Flag of the United States of America** (Mayor Phanthay)
- A. Minutes of the November 15, 2022 Regular Meeting and Annual Meeting** (Councilor Ferris)
- B. Awards, Petitions and Public Comments**
  - 1. Swearing-In Ceremony Brewer Police Patrol Officer Michael Cummings and K-9 Carmelo
  - 2. Public Comments
- C. Consent Calendar**
  - 1. (2022-A192) ORDER Extend Street line painting contract for additional year. (Councilor Goss)
  - 2. (2022-A193) ORDER Authorize purchase of water meters for Water Department. (Councilor Daniels)
  - 3. (2022-A194) ORDER Accept donations to the Brewer Fire and Police Departments from Judy Street and Tracey Morales. (Councilor Morin)
  - 4. (2022-A195) ORDER Accept donations to Brewer programs from Dusty and Ellen Fisher. (Councilor Ferris)
  - 5. (2022-A196) ORDER Commit water assessment to treasurer for collection. (Councilor Goss)
  - 6. (2022-A197) ORDER Commit sewer assessment to treasurer for collection. (Councilor Daniels)
  - 7. (2022-A198) ORDER Accept grant funds from Fiscal Year 2019 Byrne Jag Grant. (Councilor Morin)
  - 8. (2022-A199) ORDER Authorize purchase of Polaris Ranger XP 1000 Utility Terrain Vehicle for Fire Department. (Councilor Ferris)
  - 9. (2022-A200) ORDER Authorize agreement for payment of tax liens and current and future taxes, water, sewer and other charges on property located at 361 North Main Street. (Councilor Goss and Councilor Daniels)
- D. Monthly Reports** (Councilor Morin)
- E. Nominations, Appointments, Elections** (None)
- F. Unfinished Business** (None)
- G. New Business** (None)
- H. New Items with Leave of Council**
- I. ADJOURN**

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**A. Minutes of the November 15, 2022 Regular Meeting and Annual Meeting**

**ACTION:** Councilor Ferris moved that the minutes to the November 15, 2022 Regular Meeting and Annual Meeting be accepted and placed on file. Councilor Goss seconded the motion. The motion passed with a unanimous vote.

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**B. Awards, Petitions and Public Comments**

1. Swearing-In Ceremony Brewer Police Patrol Officer Michael Cummings and K-9 Carmelo

The City Clerk swore in Michael Cummings as Police Patrol Officer of the Brewer Police Department. The City Clerk “swore in” Carmelo as Police K-9 of the Brewer Police Department. Councilor Goss presented a Brewer Challenge Coin to the team of Officer Cummings and K-9 Carmelo.

**Public Comments**

The city clerk introduced to the City Council a recent addition to city staff, Deputy City Clerk and General Assistance Director Amber Cooper. Mayor Phanthay presented Ms. Cooper with a Brewer Challenge Coin.

Councilor Daniels said that she and Mayor Phanthay had been approached by a number of people with interest in creating a cultural and arts committee within the City to allow for fundraisers, events, cultural events, and for matters concerning the arts community. Mayor Phanthay said he had spoken to residents that participate in organizations supporting local arts, and that he would like Brewer to step-up and get involved.

Mayor Phanthay said that he believed that it would be helpful for the City Council to arrange for workshop meetings to discuss and coordinate on several issues.

Mayor Phanthay presented Councilor Daniels with a plaque and ceremonial gavel commemorating her previous term as Mayor. Mayor Phanthay thanked Councilor Daniels for her work and dedication.

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**C. Consent Calendar**

2022-A192

December 13, 2022

TITLE: ORDER, EXTEND STREET LINE PAINTING CONTRACT FOR ADDITIONAL YEAR.

Filed November 28, 2022

By Jerry Goss

WHEREAS, in April of 2022, the City of Brewer solicited competitive bids for Fiscal Year 2022-line striping; and

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WHEREAS, the low bidder failed to perform, and the City recruited the second bidder, On The Line, Inc., to get striping done in the City; and

WHEREAS, On The Line, Inc. is willing to extend the contract into Fiscal Year 2023 under the same terms, conditions, and prices as the Fiscal Year 2022 contract; and

WHEREAS, given the instability of current markets it would be in the best interest of the City to approve the extension of the current contract to lock in contract prices and secure a reliable contractor.

NOW, THEREFORE, BE IT ORDERED, that the City of Brewer, by vote of its City Council hereby approves extending the current line striping contract with On The Line, Inc. for an additional year; and

BE IT FURTHER ORDERED, that the City Council authorizes the City Manager or his designee to sign a purchase order and approve payment to On The Line, Inc. of Bangor, Maine in the amount of \$36,347 for line striping services in Fiscal Year 2023 charged to account 0116611-501044 titled “Contracted Services”; and

BE IT FURTHER ORDERED, that the City Council of the City of Brewer herewith exercises its authority under Section 404 of the City’s Purchasing Ordinance, Chapter 36 of the Charter, Codes and Ordinances of the City of Brewer in the purchase of contractor services for this work.

**Statement of Fact:** This order will lock-in a contractor and favorable pricing for line striping services for the spring of 2023 with On The Line, Inc., which reliably provided Brewer striping when the original contractor failed to perform.

2022-A193

December 13, 2022

TITLE:           ORDER,           AUTHORIZE PURCHASE OF WATER METERS FOR WATER DEPARTMENT.

Filed November 28, 2022

By Michele Daniels

WHEREAS, the Brewer Water Department continues to replace older failed and/or failing water meters and remotes with new meters to meet current Environmental Protection Agency Lead rules; and

WHEREAS, this is a planned item for replacement at the minimum rate of 5.4% yearly, included in the Water Department Annual Capital Improvement Program (CIP) budget approved by the Brewer City Council.

NOW, THEREFORE, BE IT ORDERED, that the Brewer City Council authorizes the City Manager or his designee to sign a purchase order in the amount of \$48,760 to Ti-Sales for the purchase of 180 5/8-inch water meters and 200 Meter Interface Units (MIUs); and

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BE IT FURTHER ORDERED, that the Brewer City Council herewith exercises its authority under Section 404 of the City's Purchasing Ordinance, Chapter 36 of the Charter, Codes and Ordinances of the City of Brewer in the purchase of contractor services for this project; and

BE IT FURTHER ORDERED, that funds for this purchase shall be charged to the Water Department CIP account 0571003-573012, titled, "Meter Replacement".

**Statement of Fact:** This order authorizes the purchase of meters and transmitters which are to be installed in the Brewer Water Department's system. Meters are a consumable item which require updating approximately every 20 years to maintain accuracy and effectiveness.

2022-A194

December 13, 2022

TITLE: ORDER, ACCEPT DONATIONS TO THE BREWER FIRE AND POLICE DEPARTMENTS FROM JUDY STREET AND TRACEY MORALES.

Filed December 5, 2022  
By Jenn M. Morin

WHEREAS, the City of Brewer Fire Department and Police Department have each received a donation of \$500 from Judy Street and Tracey Morales; and

WHEREAS, it is the request of the donors that these funds be used to provide food for Fire Department and Police Department crews while they are on duty.

NOW, THEREFORE, BE IT ORDERED, that the Brewer City Council, herewith accepts these generous donations, totaling \$1,000, from Judy Street and Tracey Morales, and directs that the donated funds be receipted to account 0105904-300490 (Fire Misc. Revenues) and 0105804-300490 (Police Misc. Revenues), respectively;

BE IT FURTHER ORDERED, that the City Council herewith authorizes the appropriation and expenditure of these funds from account 0115911 502900 (Fire Misc. Supplies and Expenses) and 0115811-502900 (Police Misc. Supplies and Expenses).

**Statement of Fact:** This order accepts two \$500 contributions and authorizes their expenditure to provide food for the Fire and Police Department crews while working on duty as requested by the donors.

*NOTE: The Brewer Police and Fire Departments send a letter of acknowledgement and appreciation on behalf of the City Council for all contributions received.*

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2022-A195

December 13, 2022

TITLE: ORDER, ACCEPT DONATIONS TO BREWER PROGRAMS FROM DUSTY AND ELLEN FISHER.

Filed December 6, 2022

By Joseph L. Ferris

WHEREAS, the City of Brewer has received from Dusty and Ellen Fisher donations of \$100 each to the Parks and Recreation Department, the Library Department, the Fire Department, and Police Department to support their programs.

NOW, THEREFORE, BE IT ORDERED, that the Brewer City Council hereby accepts these funds and authorizes their receipt to and appropriation and expenditure from the following accounts in support of community outreach and recreation programs:

<u>Dept</u>	<u>Receipt To</u>	<u>Expend From</u>
\$100 Rec	0107123-300324	0117121-506100
\$100 Library	0107204-300420	0117201-506150
\$100 Police	0105804-300490	0115801-501550
\$100 Fire	0105904-300490	0115911-502810

; and

BE IT FURTHER ORDERED, that the Brewer City Council thanks the Fishers for their generous donations in support of youth and community safety programs in Brewer and directs the City Clerk to send a letter of appreciation to the Fishers for their contribution to the City.

**Statement of Fact:** This order accepts a total of \$400 in donations from Dusty and Ellen Fisher to support programs at the City's Parks & Recreation, Library, Police, and Fire Departments and appropriates these funds for expenditure.

2022-A196

December 13, 2022

TITLE: ORDER, COMMIT WATER ASSESSMENT TO TREASURER FOR COLLECTION.

Filed December 7, 2022

By Jerry Goss

WHEREAS, under Chapter 40 of the Charter, Codes and Ordinances of the City of Brewer, entitled "Water Department", a water charge is assessed to water users.

NOW, THEREFORE WE, the Brewer City Council does hereby commit to the Treasurer or Deputy Treasurer of Brewer for collection, the sum of **\$446,011.42** at the established rate, as provided

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by Title 30-A M.R.S.A., §3406 (supp [1991] and Title 38 M.R.S.A., §1208 [1989]) and as such sections may be amended from time to time; and

BE IT FURTHER ORDERED, that said charges are due and payable on the date of this commitment.

EVENT	COMMITMENT	COMMENTS
December 2022	\$438,204.44	
September 2022	\$3,742.41	
October 2022	\$2,595.09	
November 2022	\$1,469.48	
<b>TOTAL</b>	<b>\$446,011.42</b>	

**Statement of Fact:** This is a quarterly order.

2022-A197

December 13, 2022

TITLE: ORDER, COMMIT SEWER ASSESSMENT TO TREASURER FOR COLLECTION.

Filed December 7, 2022  
By Michele Daniels

WHEREAS, under Chapter 31 of the Charter, Codes and Ordinances of the City of Brewer, entitled “Sewer and Pre-treatment”, a sewer charge is assessed to users.

NOW, THEREFORE WE, the Brewer City Council does hereby commit to the Treasurer or Deputy Treasurer of Brewer for collection, the sum of **\$655,688.39** at the established rate, as provided by Title 30-A M.R.S.A., §3406 and Title 38 M.R.S.A., §1208 [1989] and as such sections may be amended from time to time; and

BE IT FURTHER ORDERED, that said charges are due and payable on the date of this commitment.

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EVENT	COMMITMENT	COMMENTS
December 2022	\$651,495.16	
September 2022	\$893.49	
October 2022	\$1,571.31	
November 2022	\$1,728.43	
<b>TOTAL</b>	<b>\$655,688.39</b>	

**Statement of Fact:** This is a quarterly order.

2022-A198

December 13, 2022

TITLE: ORDER, ACCEPT GRANT FUNDS FROM FISCAL YEAR 2019 BYRNE JAG GRANT.

Filed December 7, 2022  
By Jenn M. Morin

WHEREAS, the Brewer Police Department has received a grant for \$1,484 through the Fiscal Year 2019 Byrne Jag Grant; and

WHEREAS, these funds are designated for the purchase of a K-9 police cruiser cage.

NOW, THEREFORE, BE IT ORDERED, that the Brewer City Council herewith authorizes the appropriation and deposit of these funds into account #0600058-360000-58058 – revenue; and

BE IT FURTHER ORDERED, that the City Council herewith authorizes the expenditure of these funds from account # 0600058-560000-58058 – expense.

**Statement of Fact:** The City of Brewer Police Department received a \$1,484 grant for the purchase of a K-9 police cruiser cage.

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2022-A199

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TITLE: ORDER, AUTHORIZE PURCHASE OF POLARIS RANGER XP 1000 UTILITY TERRAIN VEHICLE FOR FIRE DEPARTMENT.

Filed December 7, 2022

By Joseph L. Ferris

WHEREAS, the City of Brewer Fire Department has been awarded \$16,000 in grant money from Enbridge Energy (\$7,500), Versant Power (\$7,500), and Machias Savings Bank (\$1,000); and

WHEREAS, these funds are designated to purchase a Utility Terrain Vehicle (UTV) to assist in the department's ability to respond to wildland fires and rescues; and

WHEREAS, the City has \$7,000 available in its Capital Improvement Program (CIP) fund balance that could be allocated to this project to enable the purchase of the UTV before the grant funds expire; and

WHEREAS, the UTV will significantly increase the capabilities of Brewer Fire personnel to reach off-road areas inaccessible for current apparatus to operate during wildland fire operations and wildland rescue needs and will allow Fire personnel to arrive in prescribed off-road locations in less time than on foot or waiting for another agency to render support.

NOW, THEREFORE, BE IT ORDERED, that the City of Brewer, by vote of its City Council, hereby authorizes the purchase of a Ranger XP 1000 utility terrain vehicle from Polaris for the purpose of fighting wildland fires and conducting off-road rescue during all seasons of the year; and

BE IT FURTHER ORDERED, that the City Council hereby accepts and authorizes the appropriation and expenditure of \$16,000 in grants funds received for this purchase along with \$7,000 in CIP unallocated fund balance (account 0510140-551090); and

BE IT FURTHER ORDERED, that the purchase of the UTV shall be charged to CIP account 0600059-560000-59039 (FIRE - RESCUE UTV Expense); and

BE IT FURTHER ORDERED, that the City Council of the City of Brewer herewith exercises its authority under Section 404 of the City's Purchasing Ordinance, Chapter 36 of the Charter, Codes and Ordinances of the City of Brewer in the purchase of this vehicle.

**Statement of Fact:** The City of Brewer Fire Department received \$16,000 in grant funds from Enbridge Energy, Versant Power, and Machias Savings Bank for the purchase of a Utility Terrain Vehicle. This order appropriates an additional \$7,000 and authorizes purchase of the UTV. The Fire Department will continue to raise grant funds to purchase a trailer and to fully equip the vehicle.

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2022-A200

December 13, 2022

TITLE: ORDER, AUTHORIZE AGREEMENT FOR PAYMENT OF TAX LIENS AND CURRENT AND FUTURE TAXES, WATER, SEWER, AND OTHER CHARGES ON PROPERTY LOCATED AT 361 NORTH MAIN STREET.

Filed December 8, 2022  
By Jerry Goss and  
Michele Daniels

BE IT ORDERED, that the Brewer City Council herewith authorizes the City Manager, or his designee, to enter into an agreement between the City of Brewer and Ping Lu wherein Mr. Lu is permitted to reacquire the property at 361 North Main Street (Tax Map 34, Lot 41), which was acquired by the City by virtue of two (2) automatic foreclosures of a City of Brewer sewer liens, provided Mr. Lu agrees to the terms and conditions as set forth in the attached Purchase and Sale Agreement, herein after referred to as “the Agreement”; and

BE IT FURTHER, ORDERED, that the City Manager, or his designee, is herewith authorized to sign this agreement on behalf of the City of Brewer.

**Statement of Fact:** This order authorizes the City to enter into an agreement with the prior owner, Mr. Ping Lu, ensuring the payment of all current and outstanding taxes, water, sewer, and any other monies owed to the City of Brewer associated with this property. Mr. Ping Lu further acknowledges the numerous code violations associated with this property and agrees to the terms, conditions, stipulations in the Agreement in order to correct any and all Code violations within an agreed time frame.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made by and between the **CITY OF BREWER**, a body politic and corporate with a place of business in Brewer, Maine (the “City”) and **PING LU** of Park City, Utah (“Buyer”).

1. PROPERTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from the City, on the terms and conditions set forth herein, the real property located at 361 North Main Street in Brewer, Penobscot County, Maine, also being generally depicted as Lot 41 on City of Brewer Tax Map 34 (the “Property”). The City is the owner of the Property by virtue of automatic foreclosure on the unpaid sewer tax liens recorded in the Penobscot County Registry of Deeds in Book 15710, Page 264 and Book 15975, Page 38.

2. PURCHASE PRICE. The purchase price for the Property shall be an amount equal to all current and outstanding amounts owed to the City, including the principal and all costs, interests and fees then due and payable at the time of closing (the “Purchase Price”). The City shall provide Buyer with the final amount of the Purchase Price no later than ten (10) days prior to the Closing Date (hereinafter defined). At the closing, subject to any adjustments or prorations hereinafter described, Buyer shall pay the Purchase Price to the City or the City’s agent in immediately available funds by certified check, wire or bank cashier’s check.

3. CLOSING. The closing shall take place at the office of the City’s attorney on or before \_\_\_\_\_, 20\_\_\_\_, unless otherwise delayed in accordance with the terms of this Agreement or by mutual agreement of the parties (the “Closing Date”).

4. DANGEROUS BUILDING; REMEDIATION. Buyer hereby acknowledges that the City currently considers the structure on the Property to be a dangerous building within the meaning of 17 M.R.S. § 2851(2-A). As additional consideration for the transaction contemplated hereunder, Buyer hereby agrees Buyer shall, at Buyer’s sole cost and expense, undertake any and all such work is as necessary to either (a) remediate the structure such that it is no longer considered a dangerous building consistent with and in compliance with all applicable codes, ordinances, laws, and regulations including obtaining all necessary permits and approvals from the City of Brewer, or (b) remove or otherwise demolish the structure and return the Property to vacant land suitable for redevelopment, including obtaining all necessary permits and approvals from the City of Brewer (with either (a) or (b) constituting the “Remediation Work”).

a. Buyer agrees that he shall begin the Remediation Work as soon as possible following the closing, but no later than May 1, 2022, and shall complete the Remediation Work prior to December 31, 2023 (the “Completion Date”).

b. Buyer also hereby agrees to sign the “Consent to Removal/Corrective Action” attached as Exhibit A hereto at closing (the “Consent”), to be held by the City in escrow, pending the completion of the Remediation Work. In the event Buyer fails to complete the Remediation Work prior to the Completion Date, the City shall be entitled to record the Consent in the Penobscot County Registry of Deeds, undertake all such actions as necessary to remove the structure as Buyer’s sole cost and expense pursuant to 17 M.R.S. § 2858.

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c. This paragraph shall not be deemed to waive, impair, modify or preclude enforcement of any otherwise applicable permit requirements, municipal ordinances or other measures adopted by the City of Brewer in its governmental capacity, nor shall it be deemed a waiver of any rights of the City of Brewer pursuant to the Dangerous Buildings statutes set forth at 17 M.R.S. §§ 2851 to 2859.

d. All of Buyer's obligations set forth in this Section 4 shall survive the closing of the transaction contemplated herein.

5. FORM OF DEED. At the closing, the City shall deliver to Buyer or Buyer's agent a duly executed and acknowledged Municipal Quitclaim Deed in accordance with the Short Form Deeds Act, 33 M.R.S. § 761, *et seq.* Sellers and Buyer agree to execute such other customary documents at closing as are necessary to comply with their obligations hereunder and ass may be reasonably requested by either of them.

6. TITLE REVIEW. Buyer's obligations under this Agreement are not contingent upon title review. The City makes no warranties, guaranties, or representations of any kind or nature concerning title to the Property. The cost for any title examination, including title insurance premiums, shall be the responsibility of Buyer.

7. INSPECTIONS. Buyer's obligations under this Agreement are not contingent upon inspections. The City makes no warranties, guaranties, or representations of any kind or nature concerning the value of the Property, the physical condition of or title to the Property or any improvements located thereon, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, environmental compliance, or compliance with any applicable federal, state, or local law, ordinance, or regulation. The Property, all structures thereon and appurtenant mechanical systems, including well and septic system, if applicable, are to be conveyed to Buyers in their "AS IS" condition **WITH NO EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO PHYSICAL CONDITION, QUALITY OR CONSTRUCTION, WORKMANSHIP, OR FITNESS FOR ANY PARTICULAR PURPOSE AND THE EXISTENCE OF ANY HAZARDOUS MATERIALS, CONDITIONS OR GASES.** By executing this Agreement, Buyer acknowledges the following:

a. Buyer is not relying on representations of the City except as specifically set forth herein and the City shall not conduct an inspection of the Property and have no duty to inspect and/or to discover defects prior to closing; and

b. Buyer has been given the opportunity, either personally or through his agent, to inspect the Property thoroughly.

Buyer acknowledges and agree that the purchase price reflects the "AS IS, WHERE IS" condition of the Property and the assumption of all risks relating to undisclosed defects, known or unknown to the City.

8. DISCLOSURES; EXEMPTIONS. This transfer is exempt from the residential real property disclosure requirements pursuant to 33 M.R.S. § 172(9), and exempt from lead-based paint disclosure requirements pursuant to 24 C.F.R. § 35.82(a).

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9. POSSESSION. The City shall deliver possession of the Property to Buyer at the time of closing. The City makes no representations, guarantees or warranties regarding the status of any tenancies or occupancies of the Property.

10. RISK OF LOSS. All risk of loss of the Property prior to closing shall be borne by Buyer.

11. PRORATIONS; CREDITS AND CLOSING COSTS. Buyer shall be responsible for all costs in relation to this transaction, including but not limited to, payment of (a) all assessments and utilities, if any, against the Property; (b) all real estate taxes and assessments against the Property; (c) any other assessments or charges levied against the Property in previous years; (d) the costs of preparation of the deed of conveyance, recording the deed of conveyance, preparing standard closing documents and the performance of the closing; and (d) Buyer's share of the Maine real estate transfer tax in accordance with 36 M.R.S. § 4641-A. The City is exempt from the payment of Maine real estate transfer tax pursuant to 36 M.R.S. § 4641-C(1).

12. BROKERAGE FEES. Each party hereto represents and warrants to the other that they have not dealt with any real estate agent in connection with this transaction. In the event any real estate agent claims a commission in connection with this transaction, the party having contact with said agent shall be responsible for the claim.

13. DEFAULT. In the event that either party fails to fulfill any of their obligations hereunder, then the sole remedy of the non-defaulting party shall be to terminate this Agreement, upon which time each party shall be released from any further obligations hereunder (except those expressly stated as surviving termination or closing hereof).

14. GENERAL PROVISIONS.

a. Nothing in this Agreement shall be deemed to waive, impair, modify or preclude enforcement of any otherwise applicable municipal ordinances or other measures adopted or enacted by the City of Brewer in its governmental capacity.

b. Neither party may assign or transfer this Agreement prior to closing without the other party's prior written consent.

c. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

d. This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings between them, and shall not be altered or amended except by written amendment signed by both parties or their legal counsel.

e. This Agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall constitute but one and the same agreement. For the purposes of this Agreement, a facsimile signature shall be deemed an original.

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f. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

g. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine without regard to conflict of law principles.

h. For purposes of this Agreement, the “Effective Date” shall be the later date a party signs below.

i. All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given or (b) two (2) days (excluding Sundays) from deposit with reputable overnight courier or the postmark if sent by first class mail, postage prepaid, certified, return receipt requested. If mailed, all notices are to be sent by reputable overnight courier or by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

*If to Seller:*

City of Brewer  
Attn: James L. Smith  
80 N. Main Street  
Brewer, ME04412

*With a Copy to:*

Jonathan A. Pottle, Esq.  
Eaton Peabody  
P.O. Box 1210  
Bangor, ME 04402

*If to Buyers:*

Ping Lu

\_\_\_\_\_

\_\_\_\_\_

*With a Copy to:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Either party may change their address for the purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**CITY OF BREWER**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

**BUYER:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ping Lu

**EXHIBIT A**

**CONSENT TO REMOVAL/CORRECTIVE ACTION**

PURSUANT TO 17 M.R.S. §§ 2851 - 2859  
*(Dangerous Buildings)*

I, **PING LU**, (owner) of 361 North Main Street in Brewer, Penobscot County, Maine (the “Property”), for myself, my successors, heirs and assigns, hereby consent to the removal or other corrective action by the **CITY OF BREWER**, Maine, or its agents, of the residential building owned by me and located on land owned by me and shown as Lot 34 on Map 41 of the current Tax Maps of the City of Brewer, Maine, on file at the offices of the Tax Assessor of the City of Brewer, Maine.

The action to which I am consenting is more specifically described as the demolition and removal of the residential structure located on the Property and restoration of the Property to vacant land suitable for redevelopment.

I further admit liability to the City of Brewer, Maine for all expenses reasonably related to the removal or other corrective action and consent to recovery of those expenses by means of a special tax as set forth in 17 M.R.S. §§ 2851-2859 or civil action. I further waive any claim whatsoever arising out of the removal or corrective action or relating to recovery of the expenses thereof.

Dated: \_\_\_\_\_, 20\_\_\_\_

OWNER:

CITY OF BREWER:

\_\_\_\_\_  
Ping Lu

By: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

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STATE OF \_\_\_\_\_

\_\_\_\_\_ County \_\_\_\_\_, 20\_\_

Personally appeared the above named Ping Lu and acknowledged before me the foregoing instrument to be his free act and deed.

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print or Type Name as Signed

STATE OF MAINE

Penobscot County \_\_\_\_\_, 20\_\_

Personally appeared the above named \_\_\_\_\_, \_\_\_\_\_ of the City of Brewer, and acknowledged before me the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the City of Brewer.

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print or Type Name as Signed

City Council Minutes  
Tuesday, December 13, 2022

**ACTION:** Councilor Goss moved that the orders on the consent calendar have passage. Councilor Ferris seconded the motion. The motion passed with a unanimous vote.

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**D. Monthly Reports**

**ACTION:** Councilor Morin moved that the monthly reports from department heads be accepted and placed on file. Councilor Goss seconded the motion. The motion passed with a unanimous vote.

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**E. Nominations, Appointments, Elections**

There were no nominations, appointments or elections.

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**F. Unfinished Business**

There was no unfinished business.

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**G. New Business**

There was no new business.

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**H. New Items with Leave of Council**

There were no new items with leave of council.

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**I. ADJOURN**

**ACTION:** Councilor Goss moved that the meeting be adjourned. Councilor Ferris seconded the motion. The motion passed with a unanimous vote. The meeting was adjourned at 6:14 P.M.

ADJOURNED, ATTEST: \_\_\_\_\_ Vincent P. Migliore  
City Clerk

A TRUE COPY, ATTEST: \_\_\_\_\_ Brewer, Maine