



**Town of Livermore Falls**  
CODE ENFORCEMENT OFFICE  
2 MAIN STREET  
LIVERMORE FALLS, MAINE 04254  
Tel. 207-897-4427

Town of Livermore Falls  
Planning Board Meeting  
July 16, 2003  
Livermore Falls Library

**MEMBERS PRESENT:** Guy Palmieri, Elecia Pillsbury, Veronica Pillsbury, Diane Dahl, and Nancy McManemon.

**OTHERS PRESENT:** Brenda Medcoff, CEO. Please see sign-in sheet for other participants.

At 6:07 p.m. Guy called the meeting to order. Due to the late meeting in June the Planning Board decided to hold off on the election of offices. Before the meeting started Guy instructed the Planning Board to make a motion to elect offices. Veronica/Nancy made a motion that ~~the~~ Guy remain the chairman of the Planning Board (vote 4-0-1 Guy abstained), and Guy/Elecia made a motion that Veronica remain the vice-chairperson for the Planning Board (vote 4-0-1 Veronica abstained).

The code enforcement officer gave the Planning Board members the minutes of June 18, 2003 for review. The code enforcement officer requested Mr. Madore to clarify the ratio between patients and employees during the day and night. Mr. Madore stated that during the day it would be 2 children to one employee, and 3 children to one employee during the night. The code enforcement officer requested an amendment to the minutes to include a discussion about Art Vigue moving his business. Art requested permission to move to a different building owned by Norman Pairedis. The Planning Board felt that because there was no change in the business that there was no need for further review. Motion to amend the minutes Guy/Veronica (vote 5-0-0).

The next item on the agenda was a public hearing for Armand Madore's proposed residential and rehabilitation center for children 6 to 12 years of age. Alan Gove, the town manager, gave an overview of the research he had done. He called the state about similar facilities, one of which Mr. Madore directed, and asked if there had been any problems. The gentleman from the state licensing agencies for these facilities stated that no major mishaps have occurred and any violations were quickly addressed. Alan told the public that the Planning Board was there to review the criteria of our site plan review to make sure the facility would meet all the requirements. If there were questions or complaints about the management of the facility then they should call Tim Swift, at the Dept. of Human Services - Child Services Licensing Division. Paradis

At 6:24 p.m. Guy opened the public hearing. Elecia Pillsbury excused herself due to what could be considered a bias. There was still a quorum after she excused herself. Guy began to review the site plan criteria, and there was question about the parking. There will be 20 or fewer cars during the day and evening parked at the facility. There is plenty of parking at the facility. Utilities will not be affected because there are fewer people proposed to be at the site then the past use as a nursing home. Faith

by Diane  
A

Nichols, the sewer department billing clerk, wrote a letter stating that she felt the proposed use would not affect the capacity of the sewer collection system any more than the past use. The code enforcement officer and Guy addressed the playground and the severe drop off at the back of the building. The code enforcement officer asked if Mr. Madore had a problem with installing a fence in these areas to protect the children? Mr. Madore stated that it would not be a problem. Diane asked Mr. Madore if his purchasing sales agreement had been extended? Mr. Madore stated that it had been extended. Veronica asked about the schooling of the children on premises. Brenda, an employee ahead of the educational programs for these children, stated that she had been in touch with the special ed. director from the Livermore Falls School system. The children of this facility would be enrolled by number in the current schooling system, but the children would be schooled at the facility.

A citizen asked if the facility would be housing both boys and girls? Mr. Madore stated that as it is proposed it will be for boys only. Sometimes the state will force you to take both. Another citizen asked if the children were felons? Mr. Madore stated that the children were not felons. The question was asked how long would children be at the facility. Mr. Madore stated that their focus is to help the children and counsel them to prepare them for adoption or foster care, so they are hoping the children will not be there for more than a few months. However, occasionally a child may require more time to prepare for the change and could be in the system for a few years. The question was asked if these children would be court mandated? Mr. Madore stated that they would not. Concerned citizens discussed the fact that the facility is very large for 12 children and asked how they were going to manage the area. Mr. Madore stated that some of the area would be remodeled for their purposes and uses, and that for now only 12 children are proposed and the most they would ever want there would be 24. Guy and Veronica informed the public that such a change would require further review by the Planning Board. Citizens asked Mr. Madore if any adolescent sex offenders would be at this location. Mr. Madore stated that there would be no adolescent sex offenders at this facility. Again the Planning Board informed the public that anything of that nature would need to be reviewed again by the board. The code enforcement officer addressed the public about concerns of this nature. The reality is, there are more children than we realize in our neighborhoods that are not institutionalized that need this type of help. Mr. Haggan, a citizen and counselor, stated that this is a good program and provides good opportunity to the community. Clayton Putnam asked why the facility works primarily with the special ed. program at Livermore Falls? Brenda stated that out of the children that stay for extended periods of time, that 75% qualify for special ed. Mr. Madore will not and can not legally say that some of these children will not go into our school systems. However, Mr. Madore does not foresee any financial impact on the Livermore Falls school system or any other changes. A citizen asked if they would be giving employees that had worked at the nursing home a first chance at the jobs available. Mr. Madore stated that he would be looking at everyone that is qualified. Guy/Veronica motion to close the public hearing (vote 4-0-0).

At our previous meeting Mr. Madore was asked by the chairman of the Planning Board, Guy Palmieri, to meet us at the town office the Tuesday before the meeting at 5:15 p.m. Mr. Madore did not show up so we could not tour the building. The Planning Board felt that a site visit was very important before we approve the application. Veronica/Diane made a motion to find the application complete pending a site visit on Tuesday, August 19, 2003, at 5:15 p.m. (for Planning Board members only, vote 4-0-0). Mr. Madore was asked to be there with the keys for the facility.

The Planning Board asked the code enforcement officer to draft a list of issues to address in 2003 for the next meeting. Motion to close the meeting Veronica/Diane (vote 4-0-0).

# PURCHASE AND SALE AGREEMENT

April 2, 2003

Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Net Development Corp. and  
(hereinafter called "Buyer") of Mexico, Maine  
Pomeroy Hill Associates, LP A Maine Limited Partnership, (hereinafter called "Seller") of  
Portland, Maine

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all )  
part of ( ) the premises situated in municipality of Livermore Falls County of Androscoggin  
State of Maine, located at 45 Florica Road and described in deed(s) recorded at said County's  
Registry of Deeds Book(s) 1325 Page(s) 225 If "part of" see Other Conditions (paragraph 26) for explanation.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades  
and/or blinds, shutters, curtain rods, built-in appliances and electrical fixtures are included with the sale except for the following:  
N/A  
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is"  
condition with no warranties: see addendum  
Seller represents that such items shall be operational at the time of closing, except: None

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of ..... PRICE \$ 225,000.00  
of which ..... DEPOSIT \$ 2,500.00  
is included herewith as an earnest money deposit, and an additional amount of ..... DEPOSIT \$  
will be paid by (date) 4/4/03 The balance due amount of ... BALANCE DUE \$ 222,500.00  
is to be paid by certified or bank check, upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:  
6. EARNEST MONEY/ACCEPTANCE: Mahoosuc Realty Escrow Acct. ("Agency") shall hold said earnest money  
and act as escrow agent until closing; this offer shall be valid until April 5, 2003 (date) 5:00  
 AM  PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.  
In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover  
reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by  
the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and  
execute all necessary papers on June 28, 2003 (closing date) or before, if agreed in writing by both parties. If  
Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to  
exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title,  
after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said  
earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during  
such period.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all  
encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the  
continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed 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.

Rev.2002 Page 1 of 4 - P&S Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

Mahoosuc Realty, Inc. PO Box 508, Bethel ME 04217  
Phone: (207) 824-2771 Fax: (207) 824-2061 Cindy Kailey Hiebert  
Printed with 7inForm™ by RF FormsNet 110 Linden Avenue Portland, ME 04106

TS271912.ZFX

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. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises as is together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) \_\_\_\_\_ . Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall  shall not ) be paid by Buyer (cash price as of date of closing). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	j. Other Air Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	k. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
g. Other Water Tests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days
h. Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 30 days	q. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Within _____ days
i. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days				

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection 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 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.

14. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ \_\_\_\_\_.

15. FINANCING: This Agreement is subject to Buyer obtaining an approved commercial mortgage of 90.000 % of purchase price, at an interest rate not to exceed 8.000 % and amortized over a period of 25 years.

- a. 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 10 days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 30 days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the 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.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:

N/A of \_\_\_\_\_ represents \_\_\_\_\_  
Listing Agent Agency  
Cindy Kailey Hiebert of Maheosuc Realty represents Buyer  
Selling Agent Agency

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

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

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

21. 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.

22. ADDENDA: Lead Paint - Yes  No ; Other - Yes  No   
Explain: Addendum

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  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.

24. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within \_\_\_\_\_ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential 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 parties and their agents to receive a copy of the entire closing statement.

26. OTHER CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Page 3 of 4 - P&S Buyer(s) Initials AM Seller(s) Initials JF

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.

Amanda Madore  
BUYER

SS# OR TAXPAYER ID#

Net Development Corp.

Kathleen J Madore (am)  
BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is Granite Street, Mexico, ME 04257

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay Agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be distributed as follows: 100% to Seller

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Personal Representative of the Estate  
SELLER of Thomas G. Fowles, Limited Partner  
Pomeroy Hill Associates, LP A

004-50-7098

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_, \_\_\_\_\_ SELLER

SELLER

EXTENSION: The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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Addendum to Agreement

Addendum to contract dated April 2, 2003

between Pomeroy Hill Associates, LP A Maine Limited Partnership (hereinafter "Seller")

and Net Development Corp. (hereinafter "Buyer")

property 45 Florica Road, Livermore Falls, ME 04254

To be included in the sale - everything in the building as viewed on 3-15-03 with the exception of files relating to the previous owner. Including but not limited to all furniture, furnishings, equipment including telephone system, kitchen equipment, tools, yard and maintenance equipment, bedding, etc.

Also included is the Computer System, 2 VHS and software, office safe & office copier with lease to Citicorp. Buyer shall be responsible for Broker's commission.

This offer is contingent upon the Seller or Seller's agent providing a Property disclosure statement within 10 days of the effective date.

This offer is contingent upon the Buyer applying for licenses, permits and approvals for a private business, at its own expense and risk, and obtaining such licenses, permits and approvals by the licensing authorities the earlier of 60 days or the close date, whichever comes first. Nothing contained herein will require the seller to transfer its licenses, permits and approvals to the buyer as a condition of the sale.

Armond Madore 2/2/03  
Buyer Date  
Net Development Corp.

Denise Funes Personal Representative of the Estate of John G. Funes, Limited  
Seller Date  
Pomeroy Hill Associates, LP A 4/6/03 Partner

Kathleen J. Madore 4/2/03  
Buyer Date  
(AM)

Seller \_\_\_\_\_ Date \_\_\_\_\_

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Town of Livermore Falls  
CODE ENFORCEMENT OFFICE  
2 MAIN STREET  
LIVERMORE FALLS, MAINE 04254  
Tel. 207-897-4427

# PUBLIC HEARING

Date of Notice: 7/9/03

Name of Applicant: Armand Madow

The Applicant Request: Residential home + rehabilitation center

Description of Proposed Request:

It will be for <sup>12</sup> children ages 6-12 yrs old. The children will reside here, + receive counseling + education. These children have been abused, neglected, + need assistance to prepare them for foster care + adoption.

\* Date of Site Plan Review: 7/16/03

Location: Livermore Falls Town Office, Livermore Falls, Me.

Time: 6:00 P.M.

Library

