

ITEM 125

BACK UP MATERIALS

**ECONOMIC DEVELOPMENT  
BRUNSWICK, MAINE**

*An Application for a Municipal Development and Tax Increment Financing District*

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**MÖLNLYCKE MANUFACTURING  
MUNICIPAL DEVELOPMENT AND  
TAX INCREMENT FINANCING DISTRICT**

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*Presented to:*

**TOWN OF BRUNSWICK**

**DATED: December 3, 2012**

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## **I. Introduction**

### **A. Mölnlycke Health Care and Mölnlycke Manufacturing**

Mölnlycke Health Care (“Mölnlycke HC”) is a world-leading manufacturer of single-use surgical and wound products. The company has over 6,700 employees, with a combination of sales offices and manufacturing facilities in over 30 countries around the world. The company’s home office is in Gothenburg, Sweden.

Mölnlycke HC started in a town called Mölnlycke in Sweden in 1849 as a textile manufacturer. In the 1940s, Mölnlycke HC developed a dressing product called Mesorb. In the following decade, the 1950s, Mölnlycke HC developed OP-Plast, the first disposable drape material that helped to increase hospital efficiency and protection against surgical infections. This product helped to establish Mölnlycke HC as one of the world’s leading health care companies in hospital efficiency and infection control.

In the early 1990s, Mölnlycke HC introduced Safetac technology and set the stage for a whole range of wound care products that not only helped wound healing, but also drastically reduced pain and trauma for patients during dressing changes.

Today, Mölnlycke HC has two divisions: Surgical and Wound Care. Together, these divisions produce products that help both health care professionals and patients in the hospital and during patients’ recovery.

Wound Care’s innovation continued and in 2008, Mölnlycke HC acquired Pharmaset, a leading French manufacturer of single-use kits for surgical interventions. In 2009, Mölnlycke HC acquired JKT, a leading Polish provider of single-use hospital clothing and surgical supplies.

In 2010, the Wound Care division launched Avance™, a negative pressure wound treatment. This was also the year when Mölnlycke HC acquired Rynel, a developer and manufacturer of specialty hydrophilic polyurethane foam products in the United States.

One of Mölnlycke HC’s divisions, Surgical, is a full-line supplier of single-use products for the operating room. The division offers drapes, gowns, headgear and face masks, as well as scrub-suits. Surgical also has a line of antiseptics as well as surgical gloves with the proven highest quality in the business. Surgical also offers everything a surgical team needs for a given procedure on a single tray called ProcedurePak—increasing hospital efficiency by reducing set-up time in the operating room, making the ordering and stock-taking processes easier, and reducing waste.

Mölnlycke HC’s other division, Wound Care, provides products that promote wound healing, including a whole range of wound dressings and bandages and more traditional retention and compression products. Wound Care also has emollient products that help skin conditions such as eczema and psoriasis.

During the last few years, Mölnlycke HC has moved into biological and negative pressure wound treatments including Xelma, a biological wound treatment that provides an extra-cellular matrix protein that cells attach themselves to, which then kick-starts the wound

healing process. The company's negative pressure solution, Avance, promotes wound healing by creating negative pressure in the wound cavity.

Mölnlycke HC has manufacturing plants in nine (9) different countries. Production for wound care products currently takes place in Finland, the United Kingdom, and the United States. Surgical production takes place in Malaysia, Thailand, the Czech Republic, France, Poland, and Belgium.

With the U.S. market becoming a growing market for Mölnlycke HC, the company is investing in manufacturing facilities in the U.S. The company currently has a manufacturing facility in Wiscasset, Maine, the Brunswick, Maine site that is under construction, and a distribution center in Anderson, South Carolina. Mölnlycke Manufacturing US, LLC, located in Brunswick, Maine, is owned by Mölnlycke Health Care US, LLC which is located in Norcross, GA. Mölnlycke Health Care US, LLC is owned by Mölnlycke Health Care AB which is headquartered in Gothenburg, Sweden and is the parent entity.

The project that was initially envisioned for Brunswick has expanded since discussions began with the State of Maine and the Town of Brunswick in the second half of 2010. The Brunswick manufacturing facility will include construction of a \$14.5 million dollar building and an over \$36 million investment in equipment and other personal property. The investment in Brunswick will not negatively impact the Wiscasset facility. In fact it will serve to secure that facility since the products developed in Wiscasset will be the "raw materials" that will be used in the products manufactured in Brunswick. Additionally, the Brunswick manufacturing facility is expected to create 45 to 87 quality jobs with medical insurance and ERISA benefits. Total wage and salary estimates approach \$2 million annually.

## **B. Mölnlycke Manufacturing: Request for Tax Increment Financing Assistance**

Representatives of the entity that is now Mölnlycke Manufacturing US, LLC (hereinafter referred to as "Mölnlycke Manufacturing" or the "company") first approached the State of Maine and the Town of Brunswick in the second half of 2010 to explore the possibility of the company locating a new wound care product manufacturing facility in Brunswick—specifically at Brunswick Landing.

Since Mölnlycke was then looking at different locations around the world (and around Maine) to locate the next factory, it was imperative that the State of Maine, the Town of Brunswick and the Midcoast Regional Redevelopment Authority ("MRRA") work together, along with the local existing Mölnlycke Manufacturing site in Wiscasset, to come up with the best proposal to the Mölnlycke HC Board of Directors as to why the company should locate the new factory in Brunswick. Mölnlycke Manufacturing brought the Maine Department of Economic and Community Development ("DECD") into the discussion, and DECD personnel laid out all of the benefits and enhancements for the Company to locate the new factory in Maine. Among those benefits and enhancements was the expectation for receiving Tax Increment Financing ("TIF") benefits regardless of which site in Maine was ultimately selected. The Mölnlycke Board later approved the Brunswick location based on a presentation that included all of the estimated economics of the project, including a projected TIF benefit.

Since those early discussions, the company reviewed its manufacturing strategy to support the continuing growth of the wound care business. Based on that review, Mölnlycke made the decision to greatly increase the level of capacity, automation and overall technology of the production machines slated for Brunswick. The machine upgrades and improvements created the need to also increase the clean room production space within the new Brunswick facility. This expansion of manufacturing capability necessitated additional improvements and upgrades to the overall electrical system for the facility, multiple HVAC systems, supporting computer systems and software, and other miscellaneous support systems. The equipment upgrades also created the need for more skilled employees to support this investment in sophisticated equipment.

Mölnlycke Manufacturing is requesting that the Town of Brunswick provide tax increment financing assistance for the company to assist with the development of its Brunswick manufacturing facility. This project fits in with the larger effort to redevelop the 1.7 million square feet of industrial, commercial and professional office space at the former Naval Air Station Brunswick (“NASB”), and is in accordance with the adopted Reuse Master Plan for NAS Brunswick (the “Reuse Master Plan”). The proposed tax increment financing district is a 19.4-acre collection of parcels within the former NAS Brunswick. It encompasses the “block” surrounded by Pegasus, Terminal Drive, Admiral Fitch Ave and Seahawk Avenue. Creating a tax increment financing district known as the Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District (the “District”), which will be developed into a world class manufacturing facility, will enhance the competitiveness of the Midcoast region and the State of Maine to attract, grow and create new businesses in the industry clusters identified in the Reuse Master Plan. These industries include: composite manufacturing, information technology, alternative energy development, research, development and manufacturing and tourism and convention businesses in the Midcoast region. The District is to be in place for a total of thirty (30) years, and is more fully described below in Section II(C)(1) of this Development Program, and is depicted on the maps attached as Exhibit A.

In furtherance of these goals, the Town plans to capture zero percent (0%) in year one and all one hundred percent (100%) of the increased assessed taxable real and personal property value located in the District in years 2 through 30 and use such revenues (the “TIF Revenues”) to fund infrastructure improvements, public safety equipment and its existing Downtown TIF District, and other administrative costs, all as further described in Table 1 herein. The Town will also enter into a 20-year credit enhancement agreement with Mölnlycke Manufacturing (the “Mölnlycke Manufacturing CEA”), as further described in this Development Program in Section III – Financial Plan.

### **C. Designation of TIF District**

In designating the District and adopting this Development Program, the Town can accomplish the following goals:

- Maintain existing tax revenues;
- Realize new tax revenues generated by new development within the District;

- Create long-term, stable employment opportunities for areas residents;
- Advance redevelopment of the form Naval Air Station Brunswick by attracting businesses investment and promoting the economic viability and sustainability of the general economy of the Town, and the Midcoast Maine region; and
- Improve the overall economy of the State of Maine.

In addition, by creating the District, the Town will “shelter” the increase in municipal valuation that development in the District will bring about. This is particularly significant, because the original assessed value of the District was zero dollars (\$0) as of March 31, 2012 (April 1, 2011). This tax shelter will mitigate the impacts that the District’s increased assessed property value would have on the Town’s share of state aid to education, municipal revenue sharing and its county tax assessment. An estimate of the tax shelter benefit is shown as Exhibit D-3 attached hereto.

## **II. Development Program Narrative**

### **A. The Projects**

#### **1. Municipal Projects**

The Town desires to foster the redevelopment of the 1.7 million square feet of industrial, commercial and professional office space at NASB. The commercial redevelopment of the base, however, will have significant impacts on the Town, which the Town plans to mitigate in part through the use of its share of TIF revenues.

Development within the Mölnlycke Manufacturing District will provide a revenue source for the Town’s economic development projects. The Town plans to use its portion of the TIF Revenues for several projects that will enhance the exposure and viability of the Town as a vibrant place to locate a business, to visit and to work. The Town plans to invest in its infrastructure by improving roads leading to and from the District, purchasing new public safety equipment needed to provide public safety services to the District and the former NAS Brunswick, and by contributing TIF Revenues to fund projects set forth in the Town’s existing Downtown TIF District, along with additional administrative expenses outlined on Table 1.

Regarding the Town’s proposed road improvements, the Maine Department of Transportation completed a comprehensive traffic study in 2010 that specifically related to enhancing the redevelopment of NASB. Throughout the study and the public meetings leading up to the final report, a constant theme that was raised was the need for safe and efficient travel routes to the former base. The base is located in the geographic center of the Town of Brunswick and does not have direct rail access. All employees, deliveries and exports will likely take place over the various streets and roads that lead into the Town of Brunswick and to Brunswick Landing. The streets and roads that the Town has identified on Table 1 are a combination of local connectors to Brunswick Landing or connectors from the region into the Town of Brunswick that subsequently route traffic to the former NASB.

Regarding the Town's plan to use TIF revenues to purchase public safety vehicles, the redevelopment of NASB instantly adds over 200 non-residential buildings to the jurisdiction of the Town—not counting the new commercial buildings that will be built in the future as a result of redevelopment efforts. In order to provide adequate public safety services to this new area of the Town, the Town will need to stretch its existing fleet of public safety (police, rescue and fire) vehicles further each year. Additionally, MRRRA is planning to submit proposed legislation that would cede jurisdiction for traffic enforcement on the base to the Town, which would result in the Town's police officers enforcing speeding and other traffic laws on the former base, in addition to providing general public safety services. The Town currently has a fleet of 22 police vehicles, most of which are already on the road 24 hours per day, seven days per week, all 52 weeks of the year. The Town also has a fleet of 3 ambulances, each of which is replaced approximately every 3 years. As a direct result of the redevelopment of the former NASB, the Town's fleet of public safety vehicles will incur significantly increased mileage, wear and tear, which will require the Town to replace them with greater frequency than prior to any redevelopment activity at the former NASB.

The Town plans to use TIF Revenues as part of its overall plan to use its location and resources to attract and retain businesses that want to take advantage of Brunswick's business-friendly location at the gateway to the Midcoast while offering their employees a rich, dynamic and high quality of life. Please see Table 1 herein for a complete list of authorized projects and their respective cost estimates.

**TABLE 1**  
**Town of Brunswick's Project Development Costs**

**Note:** The Town's project list is a global master project list that the Town has created for this District and Development Program and for any future districts and development programs that the Town may create in the future at the location of and to foster the redevelopment of the former Naval Air Station Brunswick ("NASB"). The TIF Revenues from this District are not intended to fully fund each of the projects listed below—indeed, the total project costs for the projects listed below far exceed the Town's estimated share of the TIF Revenues from this District.

Project	Cost Estimate	Statutory Cite
<p><u>Road Improvements:</u> The Town will use TIF funds to improve and maintain Town-owned roads and streets that form the transportation routes most directly impacted by the creation of the District and the redevelopment of the former NASB. Improvements to the designated portions of the roads and streets identified below are directly related to and made necessary by the redevelopment of the NASB and the creation of the District, which will significantly increase the amount of commercial traffic going to/from the District from the Town's Downtown and other locations throughout the Town. Local road/street reconstruction is estimated to cost \$175,000/mile (approximately 36.55 miles), and individual projects are expected to have a 10-year lifespan.</p> <ol style="list-style-type: none"> <li>1. River Road (5.01 miles)</li> <li>2. Bath Road (4.75 miles)</li> <li>3. Federal Street (.59 miles)</li> <li>4. McKeen Street (1.59 miles)</li> <li>5. Maine Street (2.22 miles)</li> <li>6. Pleasant Hill Road (4.12 miles)</li> <li>7. Jordan Avenue (1.55 miles)</li> <li>8. Mere Point Road (5.46 miles)</li> <li>9. Middle Bay Road (1.16 miles)</li> <li>10. Durham Road (3.44 miles)</li> <li>11. Casco Road (1.92 miles)</li> <li>12. Union Street (.77 miles)</li> <li>13. Church Road (1.93 miles)</li> <li>14. Bunganuc Road (2.04 miles)</li> </ol>	<p>\$640,000/year</p> <p>\$19,200,000 (total 30 years)</p>	<p>30-A M.R.S.A. § 5225(1)(B)(1)</p>

Project	Cost Estimate	Statutory Cite
<p><u>Public Safety Improvements:</u> As a direct result of the redevelopment of the NASB and the creation of the District, the Town will now be required to replace public safety equipment in the form of fire trucks, police cars and ambulances at an increased frequency in order to provide public safety services to the businesses locating in the former NASB and the District. Prior to the closure of the NASB, these areas were under the jurisdiction of the federal government, and did not receive (or require) Town-provided police, fire and rescue services. Since the Town's need to replace its public safety vehicles (police, fire and rescue vehicles) with much greater frequency is directly related to and made necessary by the redevelopment of the former NASB and the District, the Town will use TIF funds to cover the cost of up to four (4) public safety vehicles each year.</p>	<p>\$130,000/year  \$3,900,000 (total 30 years)</p>	<p>30-A M.R.S.A. § 5225(1)(B)(2)</p>
<p><u>Downtown TIF Projects:</u> The Town will use TIF funds to mitigate the impacts of the District on the Town's downtown area by funding projects described in the 2010 Brunswick Downtown Municipal Development and Tax Increment Financing District Development Program, as it may be amended from time to time; provided that the provisions of 30-A M.R.S.A. Sec. 5225(1)(B)(3) (Supp. 2011) must continue to be met, as is the case currently. Specifically any public facilities and improvements funded through the Downtown TIF must be located within the Downtown TIF District, and the entire tax increment from the Downtown TIF must be committed to the development program for the Downtown TIF.</p>	<p>\$100,000/year  \$3,000,000 (total 30 years)</p>	<p>30-A M.R.S.A. § 5225(1)(B)(3)</p>
<p><u>Brunswick Downtown Association:</u> The Town will be authorized to provide annual funding to the Brunswick Downtown Association to help fund economic development programs or events designed to foster economic development within the Town's Downtown, or to help fund the marketing of the Town as a business location.</p>	<p>\$100,000/year  \$3,000,000 (total 30 years)</p>	<p>30-A M.R.S.A. § 5225(1)(C)(1)</p>

Project	Cost Estimate	Statutory Cite
<p><u>Professional &amp; Administrative Costs:</u> The Town will fund professional services costs and administrative costs (i.e., pro rata portions of the Town Assessor, Town Manager and Business Development Manager salaries) related to the negotiation and completion of this development program and the credit enhancement agreement with Mölnlycke Health Care Company, and the ongoing administration of the Town’s TIF programs.</p>	<p>\$20,000/year  \$600,000 total 30 years)</p>	<p>30-A M.R.S.A. § 5225(1)(A)(4) and (5)</p>
<p><b>Total Municipal Project Costs:</b></p>	<p><b>\$990,000/year</b>  <b>\$29,700,000</b> <b>(total 30 years)</b></p>	

**2. Mölnlycke Manufacturing Projects**

Mölnlycke Manufacturing will use payments made to it by the Town to fund development of its facilities within District boundaries to include: site improvements, building construction, machinery and equipment purchases, project financing and employee training, all of which are authorized project costs pursuant to 30-A M.R.S.A. § 5225(1)(A).

**B. Strategic Growth and Development**

The Town’s designation of the TIF District and pursuit of this Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of both the Town and the Midcoast Maine Region, by providing jobs, contributing to property taxes and diversifying the region’s economic base.

**C. The Development District**

**1. Physical Description**

The proposed District will encompass a 19.4-acre portion of the former NASB. The District is a rectangle bordered by Pegasus, Terminal Drive, Admiral Fitch Avenue and Seahawk Avenue. The District is comprised of real property that: Mölnlycke Manufacturing leases from MRRA; property that Mölnlycke Manufacturing has on option to lease in the future; and two additional parcels to which Mölnlycke Manufacturing has no current or intended future rights. Maps of the proposed District are presented in Exhibit A.

**2. Statutory Requirements and Thresholds**

The Statutory Requirements and Threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

### **3. Duration of the Program**

The District and will begin with the Town's 2012-2013 fiscal year and will continue for a total of thirty (30) years, culminating in fiscal year 2041-2042.

### **4. Certification of Original Assessed Value**

The original assessed value of the District was zero dollars (\$0) as of March 31, 2012 (April 1, 2011). The Assessor's Certificate of Original Assessed Value is included as Exhibit C.

### **D. The Development Program**

The Town's designation of the District and adoption of this Development Program create a single municipal TIF district in order to capture the value of the taxable real and personal property improvements made within the District and enable the use of TIF Revenues for various municipal economic development projects and company investment.

Under this Development Program, the Town will capture zero percent (0%) in year one and one hundred percent (100%) in all remaining years, of the increased assessed taxable real and personal property value over the original assessed property value of the District and retain the tax revenues generated by the captured assessed taxable real and personal property value for designated economic development purposes.

The Town will enter into a twenty (20) year credit enhancement agreement with Mölnlycke Manufacturing beginning in year two (2013-2014) of the TIF term. The calculation and allocation of TIF Revenues is more specifically described below in Section III – Financial Plan.

By adopting this Development Program, the Town will underscore Brunswick's growing reputation as a commercial hub and desirable place in which to locate a business; support quality economic development in Brunswick by entering into a credit enhancement arrangement with the company; and shelter the new municipal taxable real and personal property value from impacting the overall State valuation for the Town, thereby minimizing (a) decreases in the Town's State school subsidy and State revenue sharing, and (b) potential increases in the Town's county tax assessments.

Further, approval of this Development Program and the designation of the District will have a neutral or positive impact on the existing tax base, because, given that the original assessed value of the entire District is zero dollars (\$0), all of the assessed value within the District will be captured. In addition, at the end of the 30-year term of this Development Program, the Town will emerge with a substantial amount of new taxable real and personal property value to add to its municipal tax base. Additionally, the company investment includes \$34 million in manufacturing equipment. This equipment is not captured within TIF program and will result in a BETE reimbursement from the State of Maine to the Town for a portion of the taxable value. The annual BETE reimbursement value is estimated to be \$297,400.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “TIF Statute”). Subsequent to a Public Hearing and Town Council vote, adoption of this Development Program will be effective upon approval by DECD.

**E. Improvements to the Public Infrastructure**

As further set forth in Table 1, the Town will use certain TIF Revenues for road improvements set forth as projects within the approved in the Brunswick Downtown TIF, and improvements made necessary by but outside of the District.

**F. Operational Components**

**1. Public Facilities**

The Town plans to use a percentage of the TIF Revenues to fund certain projects approved within the existing Downtown TIF District.

**2. Commercial Improvements Financed Through Development Program**

Mölnlycke Manufacturing plans to complete construction of a 79,000 square foot \$14.5 million facility within the District with over \$34 million in manufacturing equipment and planned occupancy of beginning in February, 2013. TIF revenues will also be used to help fund financing costs, real property assembly costs and professional services associated with the project.

**3. Relocation of Displaced Persons.**

Not applicable.

**4. Transportation Improvements**

The Town will fund road improvements made necessary by the increased traffic to the District from other parts of the Town.

**5. Environmental Controls**

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the Town.

**6. Plan of Operation**

All of the real and personal property improvements made by the company and located within the District will at all times be owned by the Company or a related entity.

During the term of the District, the Town Manager or his designee will be responsible for all administrative matters within the purview of the Town concerning the implementation and operation of the District.

### **III. Financial Plan**

The District will encompass a total of 19.4 acres of property. Since the federal government and MRRA are both tax exempt entities, the collective original assessed value of the property in the District was zero dollars (\$0) as of March 31, 2012 (April 1, 2011). Mölnlycke Manufacturing, however, is not tax-exempt and will pay property tax to the Town of Brunswick. The Town will capture zero percent (0%) in year one and one-hundred percent (100%) of the increased assessed value for the balance of the 30-year term of the District. The TIF Revenues so collected will fund and/or contribute to the funding of the approved municipal projects, including each of the projects described on Table 1 hereof, which collectively increase the Town's ability to stand out in a competitive marketplace as a dynamic municipality in which to grow a business. All taxable real and personal property value captured in the District will be added to the general tax rolls at the end of the TIF term. The Town will also enter into a 20-year credit enhancement agreement with Mölnlycke Manufacturing. Mölnlycke's annual percentage share of the Tax Increment Revenues will be tied to the number of full-time equivalent ("FTE") employees on Mölnlycke's payroll who are eligible for employment benefits. Each year, Mölnlycke will report the company's FTE employment count to the Town on a quarterly basis on the form attached to the Mölnlycke Manufacturing CEA as Attachment 1. Each January during the term of the CEA, the Town will calculate the average number of FTE employees reported by Mölnlycke during the prior calendar year in order to determine Mölnlycke's percentage share of the Tax Increment Revenues for following Tax Year. Using this calculation, the Town will allocate an amount of Tax Increment Revenues to Mölnlycke as follows: (i) a base minimum of thirty-five percent (35%) of the Tax Increment Revenues each year; and (ii) an additional one-half percent (0.5%) of the Tax Increment Revenues for each additional FTE job created by Mölnlycke in excess of forty-five (45) FTE jobs. Regardless of the number of FTE employees employed by Mölnlycke, the Tax Increment Revenues reimbursement to Mölnlycke shall not exceed fifty-five percent (55%) of the Tax Increment Revenues in any one year.

Upon each payment of property taxes by the Company, the Town will deposit into a development program fund the entirety of the property tax payments constituting TIF Revenues (the "Development Program Fund"). The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund consists of two segregated accounts, a sinking fund account ("Sinking Fund Account") and a project cost account (the "Project Cost Account"). The Town will deposit the TIF Revenues necessary to pay debt service on any bonds issued to pay for District improvements, if any, into the Sinking Fund Account. The money in this account is pledged to and charged with the payment of interest and principal on municipal indebtedness related to the improvements in the District. The Town will deposit any additional TIF Revenues into (a) a subaccount or subaccounts of the Project Cost Account to be used for credit enhancement payments to the Company pursuant to the Mölnlycke Manufacturing CEA and/or (b) to a subaccount of the Project Cost Account for other approved municipal projects outlined in this Development Program and not financed with Town indebtedness.

Estimates of the increased assessed property values of the District and the anticipated TIF Revenues generated by the District are shown in Exhibits D-1 and D-2; the estimated tax shifts are shown in Exhibit D-3; and projected total Town benefit, including estimated BETE reimbursements are shown in Exhibit D-4.

**A. Costs and Sources of Revenues**

Mölnlycke Manufacturing will pay for and/or finance all private improvements located within the District through private sources.

**B. Public Indebtedness**

None of the project costs will be met through public indebtedness at this time. The Town, however, reserves the right to incur bonded indebtedness for approved projects in the future, provided that the timing and funding of any bonded projects complies with all statutory requirements for paying bonded indebtedness with TIF Revenues.

**IV. Financial Data**

The District satisfies all of the statutory requirements and thresholds set forth in Section 5223(3) of the TIF Statute, as demonstrated in Exhibit B.

Certification by the Town's Tax Assessor of the original assessed value of the District is set forth in Exhibit C.

**V. Tax Shifts**

In accordance with the TIF Statute, the table set forth in Exhibit D-4 identifies the tax shifts that the Town estimates will result during the term of the District.

**VI. Municipal Approvals**

**A. Notice of Public Hearing**

Attached as Exhibit E is a copy of the Notice of Public Hearing regarding the establishment of the Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District and adoption of this Development Program for the District, published in the *Times Record*, a newspaper of general circulation in the Town, on November 23, 2012, a date at least ten (10) days prior to the public hearing. The public hearing on the District designation and Development Program was held on December 3, 2012, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

**B. Minutes of Public Hearing Held by Town Council**

Attached as Exhibit F is a certified copy of the minutes of the public hearing held on December 3, 2012, at which time the proposed District and Development Program were discussed by the public.

**C. Authorizing Votes**

Attached as Exhibit G is a copy of the Brunswick Town Council resolution designating the District and adopting this Development Program, which Resolution was adopted by the Council at a meeting of the Council duly called and held on December 3, 2012.

**EXHIBIT A**  
*TIF District Map*  
*Location Map*

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# Mölnlycke Project

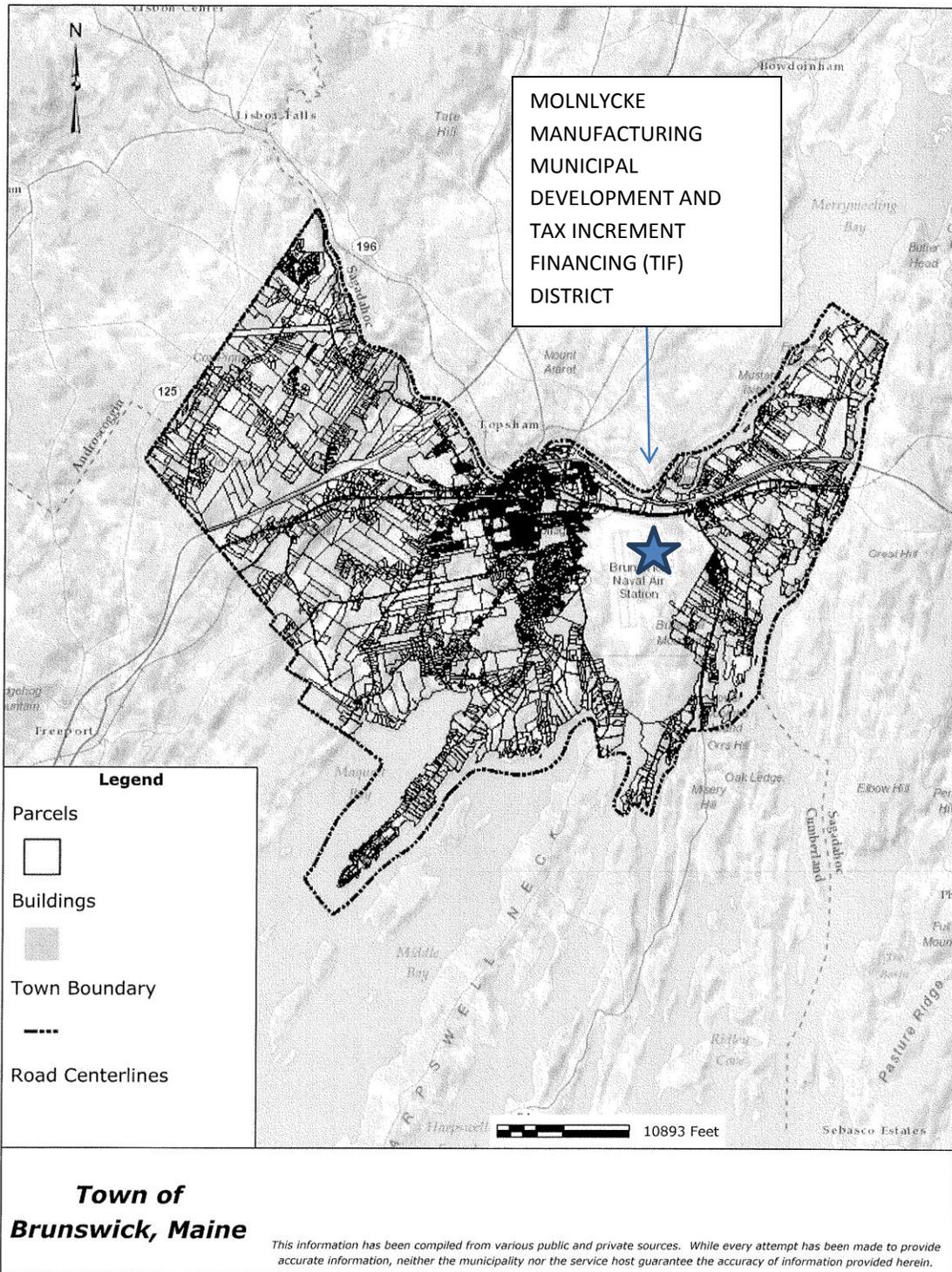


<span style="color: red;">- - - - -</span>	<b>Phase 1 A</b>	<b>5.94 AC</b>
<span style="color: blue;">- - - - -</span>	<b>Phase 1 B</b>	<b>3.15 AC</b>
<span style="color: yellow;">- - - - -</span>	<b>Phase 2</b>	<b>3.65 AC</b>
<span style="color: blue;">- - - - -</span>	<b>Phase 3</b>	<b>5.79 AC</b>
<b>Total Acreage</b>		<b>18.53 AC</b>

<span style="color: green;">—</span>	<b>Building 209 Parcel 0.26 AC</b>
<span style="color: orange;">—</span>	<b>Building 223 Parcel 0.61 AC</b>
<b>Total Acreage 0.87 AC</b>	

## EXHIBIT A, Page 1

MOLNLYCKE MANUFACTURING MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING (TIF) DISTRICT  
 ACREAGE: 19.4 ACRES



<http://eis.woodardcurran.com/Brunswick>

printed on 2/2/2012

**Exhibit B – Statutory Requirements & Thresholds**

<b>A. ACRE LIMITATION</b> Mölnlycke Manufacturing TIF District		
1. Total Acreage of Municipality		28,800
2. Total Acreage of Proposed Municipal TIF District		19.4
3. Total <b>Downtown</b> acres contained in the Proposed Municipal TIF District		0
4. Total <b>Transit</b> acres contained in the Proposed Municipal TIF District		0
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4)		19.4
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1		0.06%
7. Total acreage of all existing and proposed municipal TIF districts in the municipality. Add A2 to sum of all existing TIF district acreage. (* as of December 3, 2012)		Existing 183.63 <u>Mölnlycke 19.4</u> Total 203.03
8. Total acreage of an existing or Proposed <b>Downtown</b> TIF District in the municipality.		89.97
9. Total acreage of all <u>existing</u> <b>Pine Tree Development Zone</b> TIF Districts in the municipality.		0
10. Total acreage of all existing or Proposed <b>Transit</b> TIF Districts in the municipality.		0
11. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9+A10 from A7.		113.06
12. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A11 by A1.		0.39%
13. Total Acreage of all real property in the Proposed Municipal TIF District that is:		
(Note: a, b, or c must be at least 25%)	Acres	%
a. Blighted (Divide acres by A2)		
b. In need of rehabilitation/conservation (Divide acres by A2)		
c. Suitable for industrial/commercial site (Divide acres by A2)	19.4	100%
<b>TOTAL</b>	19.4	100%
<b>B. VALUATION LIMITATION</b>		
1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1<sup>st</sup></i>		1,332,368,190
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. <i>Use March 31<sup>st</sup> of tax year preceding date of municipal designation</i>		0
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. <i>Add b2 to sum of all existing TIF district OAVs</i>		80,803,500
4. OAV of an existing or proposed <b>Downtown</b> TIF District in the municipality.		71,082,500
5. OAV of all <u>existing</u> <b>Pine Tree Development Zone</b> TIF Districts in the municipality.		0
6. OAV of all existing or Proposed <b>Transit</b> TIF Districts in the municipality.		0
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap <i>Subtract B4+B5+B6 from B3</i>		9,721,000

8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) <i>Divide B7 by B1</i>	.73%
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**EXHIBIT C**  
*Assessor's Certificate*

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**EXHIBIT E**

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**NOTICE OF PUBLIC HEARING  
TOWN OF BRUNSWICK  
Regarding**

**A Municipal Tax Increment Financing Development Program for the District Known As  
The “Mölnlycke Manufacturing Municipal Development and Tax Increment Financing  
District”**

Notice is hereby given that the Brunswick Town Council will hold a public hearing on

**December 3, 2012,  
at the  
Brunswick Municipal Meeting Room at 16 Station Avenue, Brunswick, Maine,  
The Public Hearing will be at 7:00 p.m.**

The purpose of the public hearing is to receive public comments on the designation of the proposed Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District (the “District”) and adoption of a Development Program and Financial Plan for said District, pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The designated municipal development and tax increment financing district consists of 19.4 acres of property located at Brunswick Landing at the former NAS Brunswick.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

**EXHIBIT F**

*Minutes of Public Hearing and Town Council Meeting*

**EXHIBIT G**

*Town Council Resolution*

**Town of Brunswick  
Mölnlycke Manufacturing  
Municipal Development and TIF District**

Tax Year (4/1-3/31)	Estimated Annual Investment		Projected Cumulative Investment	Projected Increase in Annual Assessed Value		Annual Assessed Value Retained		Mil Rate	Gross New Taxes
	Real Property	Personal Property *		Real Property	Projected Annual Assessed Value	%	\$ Amount		
	\$ 2,000,000	\$ -	\$ 2,000,000						
1 2012-2013	\$ 12,482,000		\$ 14,482,000	\$ 1,400,000	\$ 1,400,000	0%	\$ -	24.90	\$ 34,860
2 2013-2014		\$ 1,975,000	\$ 16,457,000	\$ 10,137,400	\$ 10,137,400	100%	\$ 10,137,400	24.90	\$ 252,421
3 2013-2015			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
4 2015-2016			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
5 2016-2017			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
6 2017-2018			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
7 2018-2019			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
8 2019-2020			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
9 2020-2021			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
10 2021-2022			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
11 2022-2023			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
12 2023-2024			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
13 2024-2025			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
14 2025-2026			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
15 2026-2027			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
16 2027-2028			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
17 2028-2029			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
18 2029-2030			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
19 2030-2031			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
20 2031-2032			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
21 2032-2033			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
22 2033-2034			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
23 2034-2035			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
24 2035-2036			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
25 2036-2037			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
26 2037-2038			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
27 2038-2039			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
28 2039-2040			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
29 2040-2041			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
30 2041-2042			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
31 2042-2043			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
32 2043-2044			\$ 16,457,000	\$ 10,137,400	\$ 11,519,900	100%	\$ 11,519,900	24.90	\$ 286,845
<b>Cumulative Avg. Annual</b>	\$ 14,482,000	\$ -	\$ 493,735,000.00	29538460000%	66818920000%		33269460000%		\$ 8,318,941
				\$ 9,846,153	\$ 22,272,973		\$ 11,089,820		\$ 277,298

**ASSUMPTIONS**

Years in projection 30  
 Mill Rate (per thousand) 24.90  
 Original Assessed Valuation \$0  
 Assessment Ratio = 70% per Assessor  
 \* Personal Property value does NOT include manufacturing equipment  
 Yellow highlight depicts years of credit enhancement  
 Years 31 and 32 shown for tax shift purposes only.

**Town of Brunswick  
Mölnlycke Manufacturing  
Municipal Development and TIF District**

Tax Year (4/1-3/31)	Total TIF Revenues		Town Revenues		Employment Projections	Company TIF Allocation		
	Total TIF Revenues	New General Fund	TIF %	Town TIF Revenues		%	TIF Revenues	
1	2012-2013	\$ -	\$ 34,860	100.0%	\$ -	45	0.0%	\$ -
2	2013-2014	\$ 252,421	\$ -	65.0%	\$ 164,074	45	35.0%	\$ 88,347
3	2013-2015	\$ 286,845	\$ -	65.0%	\$ 186,449	45	35.0%	\$ 100,396
4	2015-2016	\$ 286,845	\$ -	54.5%	\$ 156,331	66	45.5%	\$ 130,514
5	2016-2017	\$ 286,845	\$ -	54.5%	\$ 156,331	66	45.5%	\$ 130,514
6	2017-2018	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
7	2018-2019	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
8	2019-2020	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
9	2020-2021	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
10	2021-2022	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
11	2022-2023	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
12	2023-2024	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
13	2024-2025	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
14	2025-2026	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
15	2026-2027	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
16	2027-2028	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
17	2028-2029	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
18	2029-2030	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
19	2030-2031	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
20	2031-2032	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
21	2032-2033	\$ 286,845	\$ -	45.0%	\$ 129,080	87	55.0%	\$ 157,765
22	2033-2034	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
23	2034-2035	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
24	2035-2036	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
25	2036-2037	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
26	2037-2038	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
27	2038-2039	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
28	2039-2040	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
29	2040-2041	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
30	2041-2042	\$ 286,845	\$ -	100.0%	\$ 286,845	87	0.0%	\$ -
31	2042-2043							
32	2043-2044							
<b>Cumulative</b>		\$ 8,284,081	\$ 34,860		\$ 5,310,073			\$ 2,974,008
<b>Avg. Annual</b>		\$ 276,136	\$ 1,162		\$ 177,002			\$ 99,134

**ASSUMPTIONS**

Years in projection 30  
 Mill Rate (per thousand) 24.90  
 Original Assessed Valuation \$0  
 Assessment Ratio = 70% per Assessor  
 \* Personal Property value does NOT include manufacturing equipment  
 Yellow highlight depicts years of credit enhancement  
 Years 31 and 32 shown for tax shift purposes only.

**Company 20-year average annual= \$ 148,700**

**Town of Brunswick  
Mölnlycke Manufacturing  
Municipal Development and TIF District**

**EXHIBIT D-3**

**Tax Shift Calculation**

	Tax Year  (4/1-3/31)	State/County Projected Tax Shift			Total Tax Shift
		EPS Education Shift	Revenue Sharing Shift	County Tax Shift	
1	2012-2013	\$ -	\$ -	\$ -	\$ -
2	2013-2014	\$ -	\$ -	\$ -	\$ -
3	2013-2015	\$ -	\$ 0	\$ -	\$ 0
4	2015-2016	\$ 111,367	\$ 15,213	\$ 8,437	\$ 135,017
5	2016-2017	\$ 126,554	\$ 17,271	\$ 9,838	\$ 153,664
6	2017-2018	\$ 126,554	\$ 17,271	\$ 10,096	\$ 153,921
7	2018-2019	\$ 126,554	\$ 17,271	\$ 10,360	\$ 154,185
8	2019-2020	\$ 126,554	\$ 17,271	\$ 10,631	\$ 154,456
9	2020-2021	\$ 126,554	\$ 17,271	\$ 10,909	\$ 154,735
10	2021-2022	\$ 126,554	\$ 17,271	\$ 11,194	\$ 155,020
11	2022-2023	\$ 126,554	\$ 17,271	\$ 11,487	\$ 155,313
12	2023-2024	\$ 126,554	\$ 17,271	\$ 11,788	\$ 155,613
13	2024-2025	\$ 126,554	\$ 17,271	\$ 12,096	\$ 155,922
14	2025-2026	\$ 126,554	\$ 17,271	\$ 12,412	\$ 156,238
15	2026-2027	\$ 126,554	\$ 17,271	\$ 12,737	\$ 156,563
16	2027-2028	\$ 126,554	\$ 17,271	\$ 13,070	\$ 156,896
17	2028-2029	\$ 126,554	\$ 17,271	\$ 13,412	\$ 157,238
18	2029-2030	\$ 126,554	\$ 17,271	\$ 13,763	\$ 157,589
19	2030-2031	\$ 126,554	\$ 17,271	\$ 14,123	\$ 157,949
20	2031-2032	\$ 126,554	\$ 17,271	\$ 14,492	\$ 158,318
21	2032-2033	\$ 126,554	\$ 17,271	\$ 14,872	\$ 158,697
22	2033-2034	\$ 126,554	\$ 17,271	\$ 15,261	\$ 159,086
23	2034-2035	\$ 126,554	\$ 17,271	\$ 15,660	\$ 159,485
24	2035-2036	\$ 126,554	\$ 17,271	\$ 16,069	\$ 159,895
25	2036-2037	\$ 126,554	\$ 17,271	\$ 16,490	\$ 160,315
26	2037-2038	\$ 126,554	\$ 17,271	\$ 16,921	\$ 160,747
27	2038-2039	\$ 126,554	\$ 17,271	\$ 17,364	\$ 161,189
28	2039-2040	\$ 126,554	\$ 17,271	\$ 17,818	\$ 161,644
29	2040-2041	\$ 126,554	\$ 17,271	\$ 18,284	\$ 162,110
30	2041-2042	\$ 126,554	\$ 17,271	\$ 18,762	\$ 162,588
31	2042-2043	\$ 126,554	\$ 17,271	\$ 19,253	\$ 163,079
32	2043-2044	\$ 126,554	\$ 17,271	\$ 19,757	\$ 163,582
	<b>Cumulative</b>	\$ 3,654,888	\$ 498,809	\$ 407,357	\$ 4,561,053
	<b>Avg. Annual</b>	\$ 121,830	\$ 16,627	\$ 13,579	\$ 152,035

**Town of Brunswick  
Mölnlycke Manufacturing  
Municipal Development and TIF District**

**Tax Shift Calculation**

**re of Estimated BETE Reimbursement**

Tax Year (4/1-3/31)	Budgeted Annual Investment			Projected Cumulative Investment	Increase in Annual Assessed Value			Town Revenues				Total Town Revenues	
	Real Property	Non-BETE Personal Property	BETE Qualified Personal Property		Real Property	Non-BETE Personal Property	BETE Qualified Personal Property	New General Fund	State BETE Reimbursement	TIF %	TIF Revenues		
1	2012-2013	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ 1,400,000	\$ -	\$ -	\$ 34,860	\$ -	100.0%	\$ -	\$ 34,860
2	2013-2014	\$ 12,482,000	\$ -	\$ -	\$ 14,482,000	\$ 10,137,400	\$ -	\$ -	\$ -	\$ -	65.0%	\$ 164,074	\$ 164,074
3	2013-2015		\$ 1,975,000	\$ 34,126,000	\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	65.0%	\$ 186,449	\$ 483,857
4	2015-2016				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	54.5%	\$ 156,331	\$ 453,739
5	2016-2017				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	54.5%	\$ 156,331	\$ 453,739
6	2017-2018				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
7	2018-2019				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
8	2019-2020				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
9	2020-2021				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
10	2021-2022				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
11	2022-2023				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
12	2023-2024				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
13	2024-2025				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
14	2025-2026				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
15	2026-2027				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
16	2027-2028				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
17	2028-2029				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
18	2029-2030				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
19	2030-2031				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
20	2031-2032				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
21	2032-2033				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	45.0%	\$ 129,080	\$ 426,488
22	2033-2034				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
23	2034-2035				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
24	2035-2036				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
25	2036-2037				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
26	2037-2038				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
27	2038-2039				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
28	2039-2040				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
29	2040-2041				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
30	2041-2042				\$ 50,583,000	\$ 10,137,400	\$ 1,382,500.00	\$ 23,888,200	\$ -	\$ 297,408	100.0%	\$ 286,845	\$ 584,253
31	2042-2043												
32	2043-2044												
	<b>Cumulative</b>	\$ 14,482,000				\$ 9,846,153	\$ 11,136,487		\$ 34,860	\$ 8,362,287		\$ 5,310,073	\$ 13,672,359
	<b>Avg. Annual</b>								\$ 1,162	\$ 278,743		\$ 177,002	\$ 455,745

**ASSUMPTIONS**

Years in projection 30  
 Mill Rate (per thousand) 24.90  
 Original Assessed Valuation \$0  
 Assessment Ratio = 70% per Assessor  
 BETE Reimbursement estimated at 50% of taxable value.  
 Assessed values held constant: no appreciation or depreciation included.  
 Yellow highlight depicts years of credit enhancement  
 Years 31 and 32 shown for tax shift purposes only.

**ASSUMPTIONS**

Years in projection 30  
 Mill Rate (per thousand) 24.90  
 Original Assessed Valuation \$0  
 Assessment Ratio = 70% per Assessor  
 BETE Reimbursement estimated at 50% of taxable value.  
 Assessed values held constant: no appreciation or depreciation included.  
 Yellow highlight depicts years of credit enhancement  
 Years 31 and 32 shown for tax shift purposes only.

**TOWN OF BRUNSWICK, MAINE  
TOWN COUNCIL RESOLUTION**

**Designating the Mölnlycke Manufacturing Municipal Development and Tax Increment  
Financing District**

**WHEREAS**, the Town of Brunswick (the “Town”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specific areas within the Town as the Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District (the “District”) and to adopt a development program for the District (the “Development Program”); and

**WHEREAS**, there is a need to encourage and facilitate the rapid redevelopment of industrial, commercial and professional office space within the Town at the former naval air base known as the Naval Air Station Brunswick (“NAS Brunswick”); and

**WHEREAS**, the recent closure of NAS Brunswick creates an acute need to provide additional employment opportunities for the residents of the Town and the surrounding region; to improve and broaden the tax base of the Town; and to improve the general economy of the Town, the surrounding region and the State of Maine; and

**WHEREAS**, adopting and implementing the District and Development Program will help to create new employment for the citizens of the Town and the surrounding region; improve and broaden the tax base of the Town; and improve the economy of the Town and the State of Maine; and

**WHEREAS**, the Town Council has held a public hearing on December 3, 2012, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town, on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5226; and

**WHEREAS**, the Town Council has considered the comments provided at the public hearing, both for and against the designation of the District, if any; and

**WHEREAS**, the Town desires to designate the District and adopt the Development Program; and

**WHEREAS**, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development (the “Department”), approving the designation of the District and the adoption of the Development Program;

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

**Section 1.** The Town Council hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial uses as defined in 30-A M.R.S.A. § 5223(3); and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including this proposed District, but not including the Town's Downtown TIF District) does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of all existing and proposed tax increment financing districts (including this proposed District, but not including the Town's Downtown TIF District) does not exceed five percent (5%) of the total value of equalized taxable property within the Town as of April 1, 2011; and

d. The designation of the District and pursuit of the Development Program will generate substantial economic benefits for the Town and its residents and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town, including stimulating new employment opportunities, a broadened and improved tax base and economic stimulus, and therefore the designation of the District and adoption of the Development Program constitutes a good and valid public purpose. The Town Council has considered all evidence, if any, presented to the Council with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the designation of the District and adoption of the Development Program.

e. To the best of the Town's knowledge, the aggregate value of municipal and plantation general obligation indebtedness financed through the proceeds of any tax increment financing districts within Cumberland County do not exceed \$50 million.

**Section 2.** Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town Council hereby designates the Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District and adopts the Development Program, all as more particularly described in the Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

**Section 3.** Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of the increased assessed value to be retained as captured assessed value in the District is hereby established as set forth in the Development Program.

**Section 4.** The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and Development Program to Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226(2).

**Section 5.** The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Department, without requirement of any further action by the Town, the Town Council, or any other party.

**Section 6.** The Town Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the documents designating the District and adopting the Development Program as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the District and the Development Program by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in designating the District and adopting the Development Program.

**Section 7.** The Town Manager be and hereby is authorized and directed to enter into the credit enhancement agreement contemplated by the Development Program, in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the Town Manager may approve, the Town Manager's approval to be conclusively evidenced by his execution thereof.

**Section 8.** This Resolution shall take effect immediately upon adoption.

Proposed to Town Council:  
Public Hearing:  
Adopted by Town Council:

\_\_\_\_\_  
December 3, 2012  
December 3, 2012

**CREDIT ENHANCEMENT AGREEMENT**

**between**

**THE TOWN OF BRUNSWICK, MAINE**

**and**

**MÖLNLYCKE MANUFACTURING US, LLC**

**DATED: December 3, 2012**

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**ATTACHMENTS**

Attachment 1 Quarterly Reporting Form for Reporting Full-Time Equivalent Employees

**EXHIBITS**

Exhibit 1 Copy of Exhibit A from Development Program – District Map

**THIS CREDIT ENHANCEMENT AGREEMENT** dated as of December 3, 2012, between the Town of Brunswick, Maine (the "Town"), a municipal corporation and political subdivision of the State of Maine, and Mölnlycke Manufacturing US, LLC ("Mölnlycke" or the "Company"), a Delaware limited liability company registered to do business under the laws of the State of Maine.

**WITNESSETH THAT**

**WHEREAS**, the Town designated the Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council at a meeting of the Town Council held on December 3, 2012 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

**WHEREAS**, the Town anticipates the approval of the District and the Development Program by the Maine Department of Economic and Community Development (the "Department"); and

**WHEREAS**, during the Vote, the Town Council also approved a credit enhancement agreement with Mölnlycke as contemplated by the Development Program in the name of and on behalf of the Town; and

**WHEREAS**, the Town and Mölnlycke desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Definitions.**

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the Town and Mölnlycke dated as of the date set forth above, as such may be amended from time to time.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the Mölnlycke Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

“Commissioner” means the Commissioner of the Department.

“Current Assessed Value” means the then-current assessed value of the Mölnlycke Property located in the District as determined by the Town Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5227(3)(A). The Development Program Fund shall consist of a Sinking Fund Account (as and if necessary) and a Project Cost Account with two subaccounts: the Town Project Cost Subaccount and Mölnlycke Project Cost Subaccount.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 19.4 acres of real property and identified on Exhibit A to the Development Program and any future improvements to such real property, including any taxable personal property thereon. A copy of Exhibit A is attached hereto for convenience.

“Effective Date of the Development Program” means the date of final approval of the Development Program by the Commissioner pursuant to the Act.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the Town may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Mölnlycke Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for Mölnlycke as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“Mölnlycke Property” means the taxable real and personal property located in the District and taxable to Mölnlycke Manufacturing and/or any of its affiliated entities. The Mölnlycke Property expressly does not include any taxable real or personal property now or later located within the District but not taxable to Mölnlycke Manufacturing and/or any of its affiliated entities.

“Original Assessed Value” means zero dollars (\$0), the taxable assessed value of the Mölnlycke Property as of March 31, 2012 [April 1, 2011].

“Project Cost Account” means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Mölnlycke Property located in the District by the Town, or on its behalf.

“Sinking Fund Account” means the development sinking fund account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(2) and Article II hereof.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real and personal property taxes assessed and paid to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town, or are actually paid to the Town with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5222(18), as amended, to wit: April 1 to March 31.

“Town” shall have the meaning given such term in the first paragraph hereto.

“Town Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

## **Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

## **ARTICLE II**

### **DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

#### **Section 2.1. Creation of Development Program Fund.**

Within sixty (60) days after the Effective Date of the Development Program, the Town shall create and establish a segregated fund in the name of the Town designated as the “Mölnlycke Manufacturing Municipal Development and Tax Increment Financing District Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1), and, if necessary, may also consist of a Sinking Fund Account that is pledged to and charged with the payment of Town indebtedness, if any, as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(2). The Project Cost Account shall also contain two subaccounts designated as the “Mölnlycke Project Cost Subaccount” and the “Town Project Cost Subaccount.” The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B) and as set forth in Section 3.1(b) below.

#### **Section 2.2. Liens.**

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate Mölnlycke Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of Mölnlycke hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of

property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

**Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.**

(a) Each year during the term of this Agreement, commencing with the Tax Year following the Tax Year in which the Effective Date of the Development Program falls (i.e., starting in year 2 of the District) and continuing thereafter for the following nineteen (19) years for a total of twenty (20) years (collectively the “CEA Years”), the Town shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. Mölnlycke’s percentage share of the Tax Increment Revenues shall be tied to the number of full-time equivalent (“FTE”) employees on Mölnlycke’s payroll who are eligible for employment benefits. Each year, Mölnlycke shall report the Company’s FTE employment count to the Town on a quarterly basis using a form substantially similar to the form attached to this Agreement as Attachment 1. Each January during the CEA Years, the Town shall calculate the average number of FTE employees reported by Mölnlycke during the prior calendar year in order to determine Mölnlycke’s percentage share of the Tax Increment Revenues for the following Tax Year. Using this calculation, the Town shall allocate an amount of Tax Increment Revenues so deposited in the Development Program Fund to the Mölnlycke Project Cost Subaccount of the Project Cost Account as follows: (i) a base minimum of thirty-five percent (35%) of the Tax Increment Revenues each year; and (ii) an additional one-half percent (0.5%) of the Tax Increment Revenues for each additional FTE job created by Mölnlycke in excess of forty-five (45) FTE jobs. Regardless of the number of FTE employees employed by Mölnlycke, the Tax Increment Revenues reimbursement to Mölnlycke shall not exceed fifty-five percent (55%) of the Tax Increment Revenues in any one year.

(c) Except as provided in Section 3.1(b) hereof, for each of the CEA Years, the Town shall deposit the remaining Tax Increment Revenues not deposited to the Mölnlycke Project Cost Subaccount of the Project Cost Account into the Sinking Fund Account to the extent and in such amounts necessary to finance the costs for any municipal projects undertaken by the Town and financed with bonded indebtedness, if any, and otherwise to the Town Project Cost Subaccount of the Project Cost Account for use by the Town to fund the cost of Town projects as described in the Development Program.

**Section 2.4. Use of Monies in Development Program Fund.**

All monies in the Development Program Fund that are allocable to and/or deposited in Mölnlycke Project Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to Mölnlycke as described in Articles II and III hereof.

**Section 2.5. Monies Held in Segregated Account.**

All monies required to be deposited with or paid into Mölnlycke Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of Mölnlycke.

**ARTICLE III  
PAYMENT OBLIGATIONS**

**Section 3.1. Company Payments.**

(a) The Town agrees to pay Mölnlycke, within thirty (30) days following the date the Tax Payment Date, all amounts then on deposit in Mölnlycke Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Increased Assessed Value, to be applied first to payment in full of the applicable Town percent share of the Tax Increment Revenues for the year concerned and deposited into the Sinking Fund and/or the Town Project Cost Subaccount in accordance with Article II hereof; and third, to the extent of funds remaining, to payment of Mölnlycke's share of the Tax Increment Revenues for the year concerned, to be deposited into Mölnlycke Project Cost Subaccount.

**Section 3.2. Failure to Make Payment.**

(a) In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into Mölnlycke Project Cost Subaccount is insufficient to reimburse Mölnlycke for the full amount due to Mölnlycke under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Mölnlycke shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Tax Increment Revenues to Mölnlycke Project Cost Subaccount and its obligation to make payment out of Mölnlycke Project Cost Subaccount to Mölnlycke.

(b) Any payment from the Town to Mölnlycke not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest by the Town at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the Town shall not limit Mölnlycke's right under section 5.2 below to collect or require immediate payment of past due Town payments.

**Section 3.3. Manner of Payments.**

The payments provided for in this Article III shall be paid directly to Mölnlycke at the address specified in Section 8.7 hereof in the manner provided hereinabove for Mölnlycke's own use and benefit by check drawn on the Town.

**Section 3.4. Obligations Unconditional.**

Subject to compliance with the terms and conditions of this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

**Section 3.5. Limited Obligation.**

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Mölnlycke hereunder, whether or not actually deposited into Mölnlycke Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

**ARTICLE IV  
PLEDGE AND SECURITY INTEREST**

**Section 4.1. Pledge of and Grant of Security Interest in Mölnlycke Project Cost Subaccount.**

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Mölnlycke by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge Mölnlycke Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to Mölnlycke.

**Section 4.2. Perfection of Interest.**

(a) To the extent deemed necessary or desirable by Mölnlycke, the Town will at such time and from time to time as reasonably requested by Mölnlycke establish the Mölnlycke Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Mölnlycke so as to perfect Mölnlycke's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the Town with respect thereto) shall be borne exclusively by Mölnlycke. In the event such a fund is established under the control of a trustee or fiduciary, the Town shall cooperate with Mölnlycke in causing appropriate financing statements and continuation statements naming Mölnlycke as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Mölnlycke requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Mölnlycke. The Town shall have no liability for payment over of the funds concerned to Mölnlycke by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Mölnlycke's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for misdelivery of funds if delivered in accordance with Mölnlycke's most recent written designation or instructions actually received by the Town.

**Section 4.3. Further Instruments.**

The Town shall, upon the reasonable request of Mölnlycke, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the Town with respect thereto) shall be borne exclusively by Mölnlycke.

**Section 4.4. No Disposition of Mölnlycke Project Cost Subaccount.**

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in Mölnlycke Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

**Section 4.5. Access to Books and Records.**

(a) All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on

deposit or required to be deposited into Mölnlycke Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by Mölnlycke, its agents and employees.

(b) All non-confidential books, records and documents in the possession of Mölnlycke relating to the number and length of service of Mölnlycke's FTE employees shall upon reasonable notice be open to inspection by the Town, its agents and employees. All inspections of such records shall take place at Mölnlycke's regular business offices in Brunswick or Wiscasset, Maine. No such books, records or documents may be removed or copied by the Town or the Town's agents or employees during the course of such inspections, although the Town may make notes concerning the contents of such records. Books, documents and records that are subject to inspection under this section shall not include the personnel files, social security numbers, medical information, disciplinary records, individual employment applications, employee evaluations, personal contact information or financial history information relating to any Mölnlycke employee or applicant for employment. Prior to making any such books, records or documents available for inspection, Mölnlycke may take reasonable steps to protect the privacy of its individual employees, *e.g.*, redacting copies of the records concerned to delete individual identifying information.

## **ARTICLE V DEFAULTS AND REMEDIES**

### **Section 5.1. Events of Default.**

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the Town to pay any amounts due to Mölnlycke when the same shall become due and payable;

(b) Any failure by the Town to make deposits into Mölnlycke Project Cost Subaccount as and when due;

(c) Any failure by the Town or Mölnlycke to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Mölnlycke to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within

a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

**Section 5.2. Remedies on Default.**

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

**Section 5.3. Remedies Cumulative.**

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI  
EFFECTIVE DATE, TERM AND TERMINATION**

**Section 6.1. Effective Date and Term.**

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Commissioner's unconditional approval of the Town's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire upon the later of the twenty-first (21<sup>st</sup>) anniversary thereof or the payment of all amounts due to Mölnlycke hereunder and the performance of all obligations on the part of the Town hereunder unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

**Section 6.2. Cancellation and Expiration of Term.**

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and Mölnlycke shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII  
ASSIGNMENT AND PLEDGE OF MÖLNLYCKE'S INTEREST**

**Section 7.1. Consent to Pledge and/or Assignment.**

The Town hereby acknowledges that Mölnlycke may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of Mölnlycke within the District, although no obligation is hereby imposed on Mölnlycke to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all Mölnlycke's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Mölnlycke hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as Mölnlycke or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein. Mölnlycke shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

**Section 7.2. Pledge, Assignment or Security Interest.**

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for improvements by or on behalf of Mölnlycke within the District, Mölnlycke shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.1. Successors.**

In the event of the dissolution, merger or consolidation of the Town or Mölnlycke, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the

benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

**Section 8.2. Parties-in-Interest.**

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and Mölnlycke any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and Mölnlycke.

**Section 8.3. Severability.**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 8.4. No Personal Liability of Officials of the Town.**

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity, and neither the Town commissioners nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

**Section 8.5. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 8.6. Governing Law.**

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

**Section 8.7. Notices.**

All notices, certificates, requests, requisitions or other communications by the Town or Mölnlycke pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town of Brunswick  
28 Federal Street  
Brunswick, Maine 04011  
Attention: Town Manager

With a copy to:

Bernstein Shur  
100 Middle Street  
P.O. Box 9729  
Portland, Maine 04104-5029  
Attn: Joan Fortin, Esq.

If to Mölnlycke:

Mölnlycke Manufacturing US, LLC  
192 Admiral Fitch Avenue  
Brunswick, ME 04011  
Attention: James W. Detert

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

**Section 8.8. Amendments.**

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

**Section 8.9. Reserved.**

**Section 8.10. Benefit of Assignees or Pledges.**

The Town agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of Mölnlycke within the District and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of Mölnlycke's right, title and interest herein.

**Section 8.11. Integration.**

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and Mölnlycke relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**Section 8.12. Reserved.**

**Section 8.13. Dispute Resolution.**

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Brunswick, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

**Section 8.14. Tax Laws and Valuation Agreement.**

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Mölnlycke. Without limiting the foregoing, the Town and Mölnlycke shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Mölnlycke's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and Mölnlycke hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Mölnlycke's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Town and Mölnlycke have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

TOWN OF BRUNSWICK

\_\_\_\_\_

By: \_\_\_\_\_

Name: Gary L. Brown

Its Town Manager

WITNESS:

MÖLNLYCKE MANUFACTURING US, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name: James W. Detert

Its \_\_\_\_\_

**ATTACHMENT 1**

**QUARTERLY REPORTING FORM FOR REPORTING FULL-TIME  
EQUIVALENT EMPLOYEES**

	EMPLOYEE NAME:	START DATE:	END DATE (if applicable):	% FTE
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30.				

Date of Report: \_\_\_\_\_

Report Filed By (signature): \_\_\_\_\_

Printed Name:

Title

ITEM 126

BACK UP MATERIALS



## TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT  
28 FEDERAL STREET  
BRUNSWICK, ME 04011

ANNA M. BREINICH, AICP  
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660  
FAX: 207-725-6663

November 28, 2012

**To:** Brunswick Town Council  
Gary Brown, Town Manager  
**From:** Anna Breinich, AICP  
**Subject:** Request to schedule public hearing: Proposed zoning ordinance amendment, Chapter 2, Section 216, relating to the review of demolitions in the Village Review Overlay Zone.

At the request of the Town Council on October 1, 2012, the Brunswick Planning Board drafted and reviewed a proposed zoning ordinance amendment Chapter 2, Section 216, relating to the review of demolitions in the Village Review Overlay Zone. The Planning Board held a joint workshop with the Village Review Board on October 16<sup>th</sup>. A small subcommittee was suggested to draft changes to the Overlay Zone for further consideration by the Planning Board.

Following the meeting, the Planning Board Chair, Charlie Frizzle, requested that an additional Planning Board workshop be held on November 6<sup>th</sup> to discuss another approach. Chair Frizzle suggested and Planning Board agreed to draft an "interim" amendment to address the immediate request of Town Council, recognizing that more time will be needed to complete a comprehensive reworking of Village Review Zone criteria related to demolitions and other standards. The "interim" amendment proposes Certificates of Appropriateness for demolition or relocation be approved by the Planning Board with recommendation provided by the Village Review Board.

The Planning Board held a public hearing on November 27, 2012 to consider and make recommendation to Town Council regarding said amendments. The attached amendment was unanimously recommended to be forwarded for Town Council's consideration by Planning Board members present.

Staff respectfully requests Town Council to consider scheduling a public hearing to take comment and possible action on the recommended zoning amendment.

I will be in attendance at the Council meeting to answer any questions.

**PROPOSED AMENDMENTS TO BRUNSWICK ZONING ORDINANCE  
AS APPROVED BY THE PLANNING BOARD, NOVEMBER 27, 2012  
Section 216 Village Review Zone (VRZ)**

**216.1 Purpose**

The purpose of the Village Review Zone is to promote the economic, cultural, educational, and general welfare of the Town of Brunswick by:

- A. Applying design standards in a reasonable and flexible manner in order to maintain Brunswick's traditional features and to ensure compatible construction and rehabilitation in the Village Review Zone without stifling change and development or forcing modern recreations of historic styles.
- B. Developing administrative methods and objective standards that identify, and encourage the preservation and enhancement of buildings, sites, and structures that have historic or architectural or significance in the town.
- C. Promoting economic development by enhancing the attractiveness of the Town to businesses, shoppers, home-buyers and home-owners, residents, tourists and other visitors to Brunswick.
- D. Fostering civic pride in the Town's history and development patterns as represented in distinctive sites, structures, and objects.
- E. Promoting and protecting neighborhood character.
- F. Providing a review mechanism to ensure that new construction and alterations in the Village Review Zone are compatible with the zone's traditional development patterns and building styles.
- G. Promoting and protecting significant features of the historic patterns of development, including traditional landscaping, densities, street widths and public amenities.
- H. Stabilizing and improving property values through design review and historic preservation.

**216.2 Duties of the Village Review Board**

The Duties of the Village Review Board are to:

- A. Review new construction, additions; or alterations; ~~relocations or demolitions~~ within the Village Review Zone, and issue a Certificate of Appropriateness where the requirements of this Section are satisfied.
- B. Develop, regularly update, and apply the Board's Design Guidelines in review of applications for Certificates of Appropriateness for proposed new construction, additions; or alterations; ~~relocations or demolitions~~ on properties within the Village Review Zone.
- C. Act in an advisory role to the Town Council, Planning Board and other Town bodies regarding proposed demolitions or relocations of structures within the Village Review Zone and the protection of historic sites, structures, and artifacts within the Town.
- D. Review and comment upon proposed National Register nominations for properties within the Town.
- E. Conduct or cause to be conducted a continuing survey of architectural resources in the community using guidelines established by the Maine Historic Preservation Commission.
- F. Work toward the continuing education of Brunswick residents regarding historic preservation issues and concerns.

G. Provide a resource of information and expertise to help those interested in building or rehabilitating structures in the Village Review Zone and elsewhere.

### **216.3 Village Review Board Membership**

- A. The Village Review Board shall consist of seven members.
- B. All members shall be appointed by the Town Council for three year terms except that, for the first board constituted under this ordinance, the initial terms shall be staggered so that no more than two vacancies are opened during any given year.
- C. Annually, on or about February 22, the Village Review Board shall choose a Chair and Vice-Chair from its membership.
- D. A quorum shall consist of four members.
- E. The Village Review Board shall adopt its own rules of procedure and shall establish appropriate meeting times.
- F. The membership should include Brunswick citizens with interest, expertise or experience in the fields of architecture, history, architectural history, planning, law, construction or other related fields. At least one member shall be a representative from the Pejepscot Historical Society and another resident of the Village Review Zone.

### **216.4 Certificate of Appropriateness**

A. A Certificate of Appropriateness is required for any of the following in the Village Review Zone:

1. Construction of a new structure.
2. Addition to an existing structure.
3. An alteration to the exterior appearance of any structure with the exception of normal maintenance and painting. This includes, but is not limited to, any construction requiring a building permit, the creation of new impervious surfaces, the construction of fences, changes in windows or façade materials, or the elimination or addition of any ornamentation. This does not include replacement of windows, facades and building ornamentation with articles that are identical in design and materials.
4. Relocation of any structure, or portions thereof.
5. Demolition of any structure or portions thereof.
6. Construction, installation or alteration of any sign, with the exception of directional signage with an area of less than three square feet.

B. The power to grant a Certificate of Appropriateness for new construction, additions, ~~or alterations, relocations or demolitions~~ under this Section is vested in the Village Review Board; however that power is hereby delegated in accordance with the following provisions:

1. The Director of Planning and Development shall have the power to grant a Certificate of Appropriateness for new construction, additions or alterations in cases where, in her/his judgment, the impact of the proposed activities will be minor and in keeping with the review standards of the Ordinance.

2. The Director of Planning and Development shall regularly apprise the Village Review Board of Certificates of Appropriateness granted in accordance with paragraph 1, above, so that the Board may provide guidance to the Director regarding the exercise of its delegated authority.

3. Notwithstanding the authority delegated to the Director of Planning and Development, the applicant and the Village Review Board Chair each has the right to require review of an application by the Village Review Board.

4. The Director of Planning and Development may find proposed changes to an approved certificate of appropriateness or related materials to be a minor modification in which case approval by the Village Review Board shall not be necessary.

C. The power to grant a Certificate of Appropriateness for demolitions or relocations is vested in the Planning Board, except for minor demolitions or relocations as set forth in Section 216.10 of this Ordinance.

ED. If a structure or property has been damaged by fire, flood, storm or other natural disaster, and emergency temporary repairs are required in order to protect health or safety, or to prevent further damage to the structure or property, the Codes Enforcement Officer may waive temporarily the requirements of this Article for a Certificate of Appropriateness and issue a building permit for such emergency temporary repairs, including demolition or partial demolition. No later than 30 days after the issuance of the permit, the permit applicant must apply for a Certificate of Appropriateness if the repairs already made or any planned permanent repairs or additional demolition work require a Certificate of Appropriateness under Section 216.~~54~~ paragraphs A, B or C.

### **216.5 Limitation on Granting of Other Permits**

No building permit or final development review approval may be issued until a Certificate of Appropriateness is granted. Where an application requires both a Certificate of Appropriateness and Development Review, the application for Development Review may be submitted prior to the granting of the Certificate of Appropriateness; however, should the Certificate of Appropriateness not be granted, the application for Development Review shall be denied. If the Certificate of Appropriateness is granted with conditions, those conditions may be added to the Development Review approval as a minor modification pursuant to Section 403.3B.

### **216.6 Application for Certificate of Appropriateness**

Applications for Certificates of Appropriateness shall be available on a form provided by the Department of Planning and Development, which will forward completed applications to the Village Review Board and/or the Planning Board as appropriate. The applicant shall provide the following information:

A. Name, address and interest in the property.

B. Location and nature of the proposed change.

C. A brief description of the proposed construction, reconstruction, alteration, demolition and proposed re-use, or other change. The description shall include the reason for the change, and will demonstrate how the proposal is in compliance with Section 216.9.

D. A drawing illustrating the design, texture, and location of any construction, alteration, or demolition for which a certificate is required. The drawing shall include plans and exterior elevations drawn to scale, with sufficient detail to show their relation to exterior appearances and the architectural design of the building. Proposed materials and textures shall be described, including samples where appropriate. Drawings need not be prepared by an architect or engineer, but shall be clear, complete, and specific.

E. Photographs of the building(s) involved and of immediately adjacent buildings. The Pejepscot Historical Society may be contacted for information about the building(s).

F. A Site Plan showing the relationship of proposed changes to walks, driveways, signs, lighting, landscaping, and adjacent properties.

G. The Village Review Board or Planning Board may grant a waiver of submission requirements if it finds that the submission of that information is not relevant to a determination that the proposal will satisfy the applicable review standards.

## **216.7 Section Skipped**

## **216.8 Application Review Process**

### **A. Village Review Board**

With the exception of demolition or relocation requests, ~~A~~an application for a Certificate of Appropriateness from the Village Review Board shall be filed at least 14 days before the meeting at which it will be discussed. The Town shall notify the owners of all property within a 200-foot radius of the boundaries of the property under review, giving a general description of the project and specifying its location. Notifications shall be mailed via first class mail, at least 10 days prior to a scheduled review, stipulating the time and place of the Board's meeting. At the meeting, the Village Review Board shall determine whether to accept the application as complete, accept the application with the condition that additional materials or information be provided prior to decision, or return the application to the applicant as incomplete. Within 30 days after accepting the application, the Village Review Board shall decide whether to grant a Certificate of Appropriateness. The Village Review Board shall set forth the reason or reasons for its decision and make findings of fact, in writing, sufficient to apprise the applicant and any interested member of the public of the basis for the decision. Appeals of decisions by the Village Review Board are decided by the Zoning Board of Appeals.

### **B. Department of Planning and Development**

When the Department of Planning and Development reviews the Certificate of Appropriateness, it shall either render its decision or refer the application to the Village Review Board or the Planning Board within 10 days of receipt of complete application materials. Appeals of decisions by the Department are decided by the Village Review Board or the Planning Board, as applicable.

## **216.9 Standards for Review of Application of Certificate of Appropriateness**

### **A. Buildings and Other Structures**

1. In approving applications for a Certificate of Appropriateness, the Village Review Board, or in the case of demolitions or relocations, the Planning Board shall make findings that the following principles have been complied with:
  - a. To the greatest practical extent, structures that contribute to the character of the Village Review Zone shall remain unaltered.
  - b. Any alteration of existing properties shall be compatible with their historic character, as well as with any surrounding properties.
  - c. New construction shall be compatible with surrounding historic properties.
  - d. All Certificates of Appropriateness for new construction, alterations or demolition shall be in accordance with applicable requirements of both this Ordinance and the U.S. Secretary of Interior's Standards for Rehabilitating Historic Buildings.
  - e. The ~~Village Review Board's~~ application of the U.S. Secretary of Interior's Standards will be in accordance with the Village Review Board's Design Guidelines.

## **B. Signs**

Signs shall comply with the requirements of Chapter 6 (Sign Regulations).

## **C. Specific Standards for New Buildings and Major Additions in the TC1 (Maine Street) and TC2 (Fort Andross) Districts**

The following provisions apply only to new buildings located within the TC1 and TC2 Districts, and do not apply to renovations of, or major additions to, pre-existing structures:

1. Parking lots shall be prohibited in side and front yards, except if the application involves the renovation of existing structures where such a configuration currently exists. In cases where such parking configurations exist, the parking area shall be screened from Maine Street with landscaping or fencing.
2. Site plans shall identify pedestrian ways and connections from parking areas to roads. Clearly identified pedestrian paths to, from and across parking lots to Maine Street shall be required.
3. All dumpsters and mechanical equipment shall be located 25 feet away from a public street and shall be screened from view of a public road.
4. Where a side-setback exists it shall be at least 10 feet wide. Side yards of more than 10 feet shall be landscaped and may be used as driveways, pedestrian pathways and semi-public spaces, such as restaurant patios.
5. All new buildings and additions on Maine Street may not be set back from the property line. This may be waived if at least 60% of the building's front facade is on the property line, and the area in front of the setback is developed as a pedestrian space.
6. Parapets, projecting cornices or decorative roof hangs are encouraged. Flat roofs without cornices are prohibited.
7. Heating, ventilation, and air conditioning equipment on the roof shall be screened from the view of any public street.
8. On Maine Street, all new buildings, or additions that add more than 50% new floor area to a structure, shall be at least two stories high and not less than 20 feet tall at the front lot line.
9. Awnings and overhangs are permitted.

10. The first floor facade of any portion of a building that is visible from Maine Street shall include a minimum of 50% glass. Upper floors shall have a higher percentage of solid wall with between 15% and 40% glass.
11. No building shall have a horizontal expanse of more than 40 feet without a pedestrian entry.
12. No building facing or visible from a public street shall have more than 15 feet horizontally of windowless wall.
13. Building Materials:
- a. The use of cinder-block, concrete and concrete block is prohibited on any portion of a structure that is visible from the building's exterior, with the exception of use in the building's foundation.
  - b. The use of vinyl and/or aluminum siding must be in accordance with the Board's Design Guidelines. Asphalt and asbestos siding are prohibited.
  - c. Buildings with advertising icon images built into their design ("trademark buildings") are prohibited.

#### **216.10 Certificate of Appropriateness for Demolition or Relocation**

- A. No permit for demolition or ~~removal~~relocation of a structure or a portion of a structure in the Village Review Zone shall be issued without a Certificate of Appropriateness approved by the Planning Board.
- B. An application for a Certificate of Appropriateness for demolition or relocation from the Planning Board shall be filed at least 40 days before the meeting at which it will be discussed. Within 3 days of application receipt, the Director of Planning and Development shall review the application for completeness, and if complete provide notification to owners of all property within a 200-foot radius of the boundaries of the property under review in accordance with Section 216.8.A. and forward the application to the Village Review Board for their review and recommendation to the Planning Board. At their next regularly scheduled meeting, the Village Review Board shall review the application, make recommendation and provide said recommendation to the Planning Board no less than 5 days prior to the scheduled Planning Board review of the application.
- C. The Planning Board, after receiving the recommendation of the Village Review Board, has the power to approve, approve with conditions or deny a Certificate of Appropriateness for a proposed demolition or relocation of a structure or portion of a structure. In the case of a minor demolition, such as the relocation or demolition of a small accessory structure, the Director of Planning and Development shall have the power to grant a Certificate of Appropriateness if, in her/his judgment, the impact of the proposed demolition or relocation will be minor and in keeping with the review standards of the Ordinance. The Director of Planning and Development shall notify the Planning Board Chair of applications for approval of a minor demolition or relocation. Notwithstanding the authority delegated to the Director of Planning and Development, the applicant and the Planning Board Chair each has the right to require review of the minor demolition or relocation application by the Planning Board.
- D. Where the demolition or ~~removal~~relocation is proposed in connection with development of the property, the ~~Village Review Board~~Director of Planning and Development or the

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Planning Board may require that the developer demonstrate binding financial commitments or provide performance guarantees to ensure that any approved development on the site is properly completed.

~~AE.~~ Within 30 days of the later of issuance of the recommendation of the Village Review Board or receipt of a complete application, the ~~Planning Board Village Review Board~~ shall either grant the certificate, grant the certificate with conditions attached, deny the certificate, or declare a 90-day moratorium for the proposed demolition. The purpose of the 90-day moratorium is to provide time for the applicant:

1. To relocate the structure.
2. To produce photographs and/or scale drawings to document the structure (in which case two copies of all such materials are to be provided to the Town), and/or
3. To examine, with the Planning Board, alternative ways for the applicant's needs to be met.

~~B.~~ If at the end of the 90-day period, no satisfactory solution has been found, then the ~~Village Review Planning~~ Board shall either grant or deny a Certificate of Appropriateness to demolish the structure.

~~CE.~~ Any grant or denial of a Certificate of Appropriateness for demolition shall be based upon the criteria in Section 216.9 as well as findings based on the following three criteria:

1. The significance of the structure proposed for demolition, as evidenced by its status as listed or eligible for listing on the National Register of Historic Places
2. The condition of the structure provided that the applicant has not contributed significantly to the deterioration of the structure.
3. The availability of permitted alternative uses of the structure that would maintain its economic viability.

In acting on the application, the Planning Board shall consider the recommendation of the Village Review Board.

~~DG.~~ A written notice of the determination ~~of the Village Review Board~~, including findings of fact, shall be sent by regular mail to the applicant ~~and to the Planning Board~~ within 10 days of the ~~Village Review Board's determination~~ decision of the Director of Planning and Development or the Planning Board.

## **216.11 Appeal to Zoning Board of Appeals**

### **A. Applicability**

1. Any applicant whose application for Certificate of Appropriateness has been denied, or approved with conditions unacceptable to the applicant, may, within 30 days of such denial, file an appeal with, or make application for a Certificate of Economic Hardship from, the Zoning Board of Appeals.
2. The Zoning Board of Appeals shall approve an application for a Certificate of Economic Hardship to allow the proposed activity or demolition only if it finds that the denial of approval will result in the loss of the reasonable use of the property.

### **B. Standards to be Applied with Certificate of Economic Hardship**

In determining loss of reasonable use, the Zoning Board of Appeals shall consider among other things any information presented concerning the following:

1. Any opinions from a licensed engineer or architect with experience in renovation, restoration, or rehabilitation as to the structural soundness of the structure and its suitability for continued use, renovation, restoration, or rehabilitation.
2. Any estimates of the cost of the proposed new construction, additions, alterations, relocations or demolitions, and an estimate of any additional cost that would be incurred to comply with the recommendations of the Village Review Board or Planning Board for changes necessary for it to be approved.
3. Any estimates of the market value of the property:
  - a. In its current condition.
  - b. After completion of the proposed alteration, construction, demolition, or ~~removal~~relocation.
  - c. After any expenditures necessary to comply with the recommendations of the Village Review Board or Planning Board for changes necessary for it to approve a Certificate of Appropriateness.
  - d. In the case of a proposed demolition, after renovation of the existing structure for continued use.
4. In the case of a proposed demolition, any estimates from architects, developers, real estate consultants, appraisers, or other real estate professionals experienced in rehabilitation as to the economic feasibility of restoration, renovation, or rehabilitation of any existing structures or objects.
5. The cost to relocate the structure, object or artifact as determined by a written estimate(s) from professional(s) in the field.

### **C. Information to be Supplied by the Applicant with Certificate of Economic Hardship.**

The applicant shall submit the following information for an application to be considered complete. The applicant may request that certain information below be confidential to the extent permitted by State Law.

1. The assessed value of the property and/or structure for the two most recent assessments.
2. The real property taxes paid for the previous two years.
3. The amount paid for the property by the owner, the date of purchase, and the party from whom the property was purchased (seller), including a description of the relationship, if any, between the owner and the seller.
4. The current balance of any mortgages or any other financing secured by the property and the annual debt service, if any, for the previous two years.
5. All appraisals obtained within the previous two years by the owner or applicant in connection with purchase, offerings for sale, financing, or ownership of the property, or statement that none were obtained.
6. All listings of the property for sale or rent, price asked, and offers received, if any, within the previous four years, or a statement that none were obtained.
7. All studies commissioned by the owner as to profitable renovation, rehabilitation, or utilization of any structures or objects on the property for alternative use, or a statement that none were obtained.
8. For income-producing property, itemized income and expense statements from the property for the previous two years.

9. Estimate of the cost of the proposed new construction, additions, alterations, relocations or demolitions, and an estimate of any additional cost that would be incurred to comply with the recommendations of the Village Review Board or Planning Board for changes necessary for it to approve a Certificate of Appropriateness.

10. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.

#### **D. Lack of Information Made Available**

In the event that the information required to be submitted by the applicant is not reasonably available, the applicant shall submit a written statement indicating which information is unavailable, and shall describe the reasons such information is unavailable.

#### **E. Public Hearing**

The Zoning Board of Appeals shall hold a public hearing on the application within 30 days of receipt of the complete application. Notice of the public hearing shall conform to the requirements found in Chapter 4 of this ordinance for public hearings.

1. When the applicant requests the demolition of a landmark or a contributing structure within the Village Review Zone, the applicant will, at the time of submission of the appeal, place a notice supplied by the Codes Enforcement Officer in a prominent place on the structure and maintain it there at all times during the pendency of the demolition application. The notice shall be substantially in the following form:

This structure has been proposed to be demolished by its owner. For further information, contact the Brunswick Codes Enforcement Officer at 725-6651.

#### **216.12 Expiration of Certificate of Appropriateness**

If two years after issuance of a Certificate of Appropriateness, the approved work is not found to be complete by the Codes Enforcement Officer, the approval shall lapse. The applicant may, at any time before the date of approval expiration, make a written request to the Village Review Board or the Planning Board for an approval time extension. This request shall explain the reasons why the improvements have not been completed and indicate how the applicant expects to complete the project if the Board grants an extension. The Village Review Board or Planning Board may consider any changes to the Zoning Ordinance or any other new information relevant to the application when considering an extension request.

ITEM 127

BACK UP MATERIALS

**DRAFT**  
**TOWN OF BRUNSWICK, MAINE TOWN COUNCIL**

**RESOLUTION PERTAINING TO USE OF THE SPECIAL REVENUE FUND FOR  
RECREATION PROGRAMS TO FUND A FEASIBILITY STUDY FOR AN OUTDOOR  
AQUATIC FACILITY**

WHEREAS, the Town Council of the Town of Brunswick adopted on June 11, 1992 a resolution entitled "RESOLUTION REGARDING THE ESTABLISHMENT OF A SPECIAL REVENUE FUND FOR RECREATION PROGRAMS" which was amended by a resolution dated August 4, 1997 (the "Resolution"); and

WHEREAS, during the FY 2010-2011 budget deliberations with the Brunswick Town Council, the Recreation Commission discussed the past performance and projected long range viability of continuing the operation of the Coffin Pond swimming area; and

WHEREAS, the Brunswick Recreation Commission seeks to evaluate the potential of developing a new outdoor aquatic facility to replace the existing Coffin Pond swimming area; and

WHEREAS, the Recreation Commission has consulted with a number of firms specializing in performing such evaluations; and

WHEREAS the Recreation Commission has determined and is recommending the need to obtain professional assistance from firms specializing in aquatic facility development to conduct a market analysis, develop a citizen input process, administer a random statistically valid survey to determine potential use levels and community support, identify facility programming, perform site analysis, project both capital and operations costs and corresponding revenues and provide conceptual drawings of a new aquatic facility; and

WHEREAS, the Town Council concurs with the recommendations of the Recreation Commission;

NOW THEREFORE BE IT RESOLVED that the Brunswick Town Council authorizes the one time expenditure of funds from the Special Revenue Fund for Recreation Programs in an amount not to exceed \$25,000 for the purpose of conducting a study to determine the feasibility of developing a new outdoor aquatic facility for the community.

Proposed to Town Council – December 3, 2012

Adopted by Town Council -

ITEM 128

NO BACK UP MATERIALS

ITEM 129

BACK UP MATERIALS

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# Summary of Received Applications

11/28/2012

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Date of Application

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## Cable Television Committee

**Benjamin Duffy**

**253 Bunganuc Rd.**

**406-2586**

**11/7/2012**

Will this be a reappointment no

MembershipType:

Interview Time:

November 28, 2012 at 6:00 p

---

## Personnel Board

**William Locke**

**255 Mere Point Rd**

**725-6522**

**11/19/2012**

Will this be a reappointment yes

MembershipType:

Interview Time:

November 28, 2012 at 6:15 p

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## Recycling & Sustainability Committee

**Alexander Anesko**

**309 Maine St.**

**721-9694**

**11/6/2012**

Will this be a reappointment yes

MembershipType:

Interview Time:

November 28, 2012 at 6:45 p

**Michael Wilson**

**115 Echo Rd.**

**725-2968**

**11/26/2012**

Will this be a reappointment

MembershipType:

Interview Time:

November 28, 2012 at 7:00 p

## BRUNSWICK BOARDS AND COMMITTEE OPENINGS

The Brunswick Town Council will be holding interviews on Wednesday, November 28, 2012, to the following Boards and/or Committees vacancies listed below. Interested citizens should complete an application form, available in the Town Clerk's Office. Please return applications to the Town Clerk's Office by 4:30 P.M. on Monday, December 3, 2012

### Assessment Board of Review

2 members – 3 year terms to expire on 01/12/2015

### Cable TV Committee

1 member – 3 year term to expire on 09/06/2015

### Downtown & Outer Pleasant St Plan Implementation Committee

Creative Economy member – no set term

### Fair Hearing Authority

3 members – 2 year terms to expire on 10/01/2014

### Marine Resource Committee

1 Alternative (Commercial Harvester) – 3 year term to expire on 05/01/2014

1 Alternate (no license holder) – 3 year term to expire on 05/01/2013

1 member (Recreation license holder) – 3 year term to expire on 05/01/2015

1 member (Commercial Harvesters) – balance 3 year terms to expire on 05/01/2013

### Personnel Board

1 full member – 3 year term to expire on 01/12/2016

### Recreation Commission

2 members - 3 year terms to expire on 07/01/2015

### Recycling & Sustainability Committee

3 members – 3 year term to expire on 01/12/2016

1 member – balance of 23 year term to expire on 01/12/2015

### Trust Fund Advisory Committee

1 member – 3 year term to expire on 05/10/2015

### Village Review Board

2 full members – 3 year term to expire on 10/20/2015

### Water District

1 full member – balance of 3 year term to expire on 09/13/2015

### Zoning Board of Appeals

1 associate member – balance of 3 year term to expire on 12/18/2014

1 associate member – 3 year term to expire on 07/01/2015

2 full members - 3 year terms to expire on 11/20/2015

Town of Brunswick  
Application for  
Appointment to Board/ Committee/ Commission

For Office Use Only
NOV 26 2012 Date App. Received
_____ Date App. Entered
_____ Appointed

Full Name: Alexander Anesko Date 11-21-2012

Street Address: 309 Maine St

Home Telephone #: 721 9694 E-mail Address: anesko@hotmail.com I live in Council District #: 2

I wish to be considered for appointment to the:  
Recycling & Sustainability Cmte  
(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:  
FULL MEMBERSHIP STATUS:  TERM BEGINS: 1/1/2013  
and/or  
ASSOCIATE MEMBERSHIP STATUS:  TERM EXPIRES: 1/1/2015

Do you currently serve on any Town Board/Committee/Commission? Y If so, please state name of Board/Committee/Commission and the number of years of service: SAME  
R & S Cmte Number of Years 6 Date term expires 1/1/2013

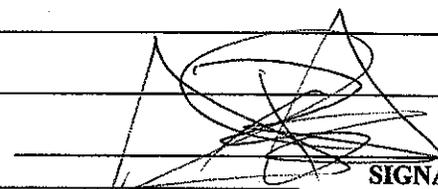
Occupation: Engineer

Employer: LSI Corp Work Telephone #: 729 7038

List any civic organizations to which you belong:  
R & S Cmte

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:  
Prior experience on same

Have you previously served on a Town board/committee/commission? \_\_\_\_\_ If so, please list the board/committee/commission and years of service:  
Currently attending SB Facilities Cmte

  
SIGNATURE

**PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.**

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee  
It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

**PLEASE NOTE: This application for appointment to any town board, committee or commission is not a contract and does not constitute an agreement on a Board/Committee.**

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: R & S Cante

Term Length: 2 yrs

1. Do you have any questions about what the Board/Committee/Commission does or on its charge? No

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

~~My~~ My profession (engineer) ~~MSEE~~ MSEE Columbia University 1992, previous years service on committee.

3. Why would you like to be on the Board/Committee/Commission?

Continued membership

4. Are you aware of the time involved and would you be able to attend most of the meetings? YES

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain? No

6. Do you have anything you would like to add? No

ALL CONTENT OF MEMBERSHIP APPLICATIONS IS THE PROPERTY OF THE BOARD AND WILL BE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

**Town of Brunswick**  
Application for  
Appointment to Board/ Committee/ Commission

For Office Use Only
11/7/12 Date App.
Received
_____ Date App.
Entered
_____ Appointed

Full Name: Benjamin Duffy Date 11/05/2012

Street Address: 253 Bunganuc Rd.

Home Telephone #: 406-2586 E-mail Address: ben@benduffy.com I live in Council District #: 3

I wish to be considered for appointment to the:

**Cable TV Committee**

(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:

FULL MEMBERSHIP STATUS: X TERM BEGINS: ?  
and/or  
ASSOCIATE MEMBERSHIP STATUS: \_\_\_\_\_ TERM EXPIRES: 09/06/2015

Do you currently serve on any Town Board/Committee/Commission? No If so, please state name of Board/Committee/Commission and the number of years of service:

\_\_\_\_\_ Number of Years \_\_\_\_\_ Date term expires \_\_\_\_\_

Occupation: Learning Solutions Manager

Employer: Unum Work Telephone #: 207-575-5103

List any civic organizations to which you belong:

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

My past experience in IT and serving on other cable franchise committees provides me with a good foundation to provide guidance and inquiry on.

You are welcome to review my LinkedIn profile for more background [www.linkedin.com/in/benjaminbryanduffy](http://www.linkedin.com/in/benjaminbryanduffy)

Have you previously served on a Town board/committee/commission? Yes If so, please list the board/committee/commission and years of service:

I was on a team that negotiated Belfast's cable franchise agreement and served on Camden and Portland's cable franchise committees.

SIGNATURE

**PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.**

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee.

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

APPLICANT – PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: Cable TV Committee

Term Length: \_\_\_\_\_

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

What is the current status of the franchise agreement and what is the objective of the board?

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2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

Yes, I have served on the Cable TV committee in three towns previously.

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3. Why would you like to be on the Board/Committee/Commission?

To serve the community I now live in with expertise that I have to offer.

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4. Are you aware of the time involved and would you be able to attend most of the meetings?

I am not aware of the time commitments of this board, but have not found the time requirements on similar boards burdensome.

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5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

No

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6. Do you have anything you would like to add?

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Town of Brunswick  
Application for  
Appointment to Board/ Committee/ Commission

For Office Use Only	
NOV 19 2012	Date App. Received
	Date App. Entered
	Appointed

Full Name: WILLIAM J. LOCKE Date 11/15/12

Street Address: 255 MERE POINT ROAD

Home Telephone #: 725-6522 E-mail Address: BLOCKE21@COMCAST.NET I live in Council District #: 2

I wish to be considered for appointment to the:

PERSONNEL BOARD

(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:

FULL MEMBERSHIP STATUS:

TERM BEGINS: 1/13/13

ASSOCIATE MEMBERSHIP STATUS:

TERM EXPIRES: 1/12/16

Do you currently serve on any Town Board/Committee/Commission? YES If so, please state name of PERSONNEL BOARD Board/Committee/Commission and the number of years of service:

PERSONNEL BOARD Number of Years 27 Date term expires 1/12/13

Occupation: RETIRED

Employer: \_\_\_\_\_ Work Telephone #: \_\_\_\_\_

List any civic organizations to which you belong:

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

OVER 50 YEARS EXPERIENCE IN CONDUCTING JOB INTERVIEWS & 20 YEARS EXPERIENCE AS CHAIR OF THE PERSONNEL BOARD.

Have you previously served on a Town board/committee/commission? YES If so, please list the board/committee/commission and years of service:

PERSONNEL BOARD - 27 YEARS

William J. Locke  
SIGNATURE

**PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.**

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

**PLEASE NOTE: This completion of this application, all persons are considered for Town Board/Committee/Commission.**

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: PERSONNEL BOARD

Term Length: 3 YRS

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

NO

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

50 YEARS EXPERIENCE, BOTH MILITARY + CIVILIAN IN INTERVIEWING  
JOB APPLICANTS. 50 YEARS OF PERSONNEL MANAGEMENT  
EXPERIENCE, UNDERGRADUATE DEGREE PLUS GRADUATE  
COURSES IN PERSONNEL MANAGEMENT.

3. Why would you like to be on the Board/Committee/Commission?

GIVE BACK TO MY TOWN.

4. Are you aware of the time involved and would you be able to attend most of the meetings?

YES

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

NO.

6. Do you have anything you would like to add?

NO

**DO NOT WRITE IN THESE SPACES. THESE SPACES ARE FOR THE APPLICANT'S RESPONSES ONLY.**

Town of Brunswick  
Application for  
Appointment to Board/ Committee/ Commission

For Office Use Only
NOV 26 2012 Date App. Received
_____ Date App. Entered
_____ Appointed

Full Name: Michael Charles Wilson Date Nov. 23, 2012

Street Address: 115 Echo Road

Home Telephone #: 925-2268 E-mail Address: MIKEW@JEMAIL.COM I live in Council District #: 4

I wish to be considered for appointment to the:  
Brunswick Recycling and Sustainability Committee  
(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:  
FULL MEMBERSHIP STATUS:  TERM BEGINS: \_\_\_\_\_  
and/or  
ASSOCIATE MEMBERSHIP STATUS: \_\_\_\_\_ TERM EXPIRES: \_\_\_\_\_

Do you currently serve on any Town Board/Committee/Commission? Yes If so, please state name of Board/Committee/Commission and the number of years of service:  
Recycling & Sustainability Number of Years 2 Date term expires 11/1/2013

Occupation: Retired

Employer: NA Work Telephone #: NA

List any civic organizations to which you belong:  
Merrymeeting Residence

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:  
Please see # 2 on reverse side

Have you previously served on a Town board/committee/commission? No If so, please list the board/committee/commission and years of service:

Michael Wilson  
SIGNATURE

**PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.**

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee  
It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

PLEASE NOTE: This completion of this application allows an applicant to be considered for a Town Board/Committee/Commission.

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: Recycling and Sustainability Committee

Term Length: 3 years

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

No

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

MA + PhD in Public Administration, with concentrations in Urban Affairs, Program Evaluation and Governmental Management. I have served on the Recycling and Sustainability Committee for the past two years. I also serve on the Police Station Building Committee.

3. Why would you like to be on the Board/Committee/Commission?

I want to participate in the effort to bring about a more sustainable and resilient Brunswick, with all the environmental and economic benefits that that entails.

4. Are you aware of the time involved and would you be able to attend most of the meetings?

Yes

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

No

6. Do you have anything you would like to add?

No

**THE CONTENT OF THIS STATEMENT IS PRIVATE AND IS NOT TO BE DISCLOSED TO THE PUBLIC.**

ITEM 130

NO BACK UP MATERIALS

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# CONSENT AGENDA - A BACK UP MATERIALS

**Draft-**  
**BRUNSWICK TOWN COUNCIL**  
**Minutes**  
**November 19, 2012**  
**6:00 P.M. – Executive Session**  
**7:00 P.M. – Regular meeting**  
**Municipal Meeting Room**  
**Brunswick Station**  
**16 Station Avenue**

**Councilors Present:** Chair Joanne T. King, W. David Watson, Benjamin J. Tucker, Suzan Wilson, John M. Perreault, Gerald E. Favreau, Margo H. Knight, Sarah E. Brayman, and Benet Pols.

**Councilors Absent:** None

**Town Staff Present:** Gary Brown, Town Manager; Debra Blum, Executive Administrative Assistant to Town Manager; Tom Farrell, Director of Parks and Recreation; Denise Clavette, Business Development Manager; John Eldridge, Finance Director; Greg Bartlett, Assistant Superintendent of Schools; Matt Corey, School Board; Marc Hagan, Deputy Police Chief; Pat Mahar, Police Officer; and TV video crew.

Chair King called the meeting to order and asked the Town Manager for roll call.

**Executive session – Personnel matter to discuss the Town Manager’s evaluation per M.R.S.A. §405(6)(A), Economic Development regarding a TIF for Molnlycke per M.R.S.A. §405(6)(C) and consultation with legal counsel per M.R.S.A. §405(6)(E)**

**Councilor Watson moved, Councilor Favreau seconded, to go into Executive session to discuss the Town Manager’s evaluation per M.R.S.A. §405(6)(A), Economic Development regarding a TIF for Molnlycke per M.R.S.A. §405(6)(C) and consultation with legal counsel per M.R.S.A. §405(6)(E). The motion carried with nine (9) yeas.**

**MEETING RESUMES**

Chair King resumed the meeting and asked for the Pledge of Allegiance.

**Public Comment:**

**Ed McCartan**, 103 Rita Way, spoke of his concern about special interest groups contributing money to elections and asked the Council for a resolution to ask Congress to revoke corporate personhood.

**Karen Klatt**, 32 Moody Road, spoke about off-site signs and concerns with enforcement.

## **Brunswick Town Council Minutes**

**November 19, 2012**

**Page 2**

### **Correspondence:**

Councilor Tucker informed the Council that Margaret Hayden, a BHS graduate and Stanford attendee, received the prestigious Rhodes scholarship and will be attending Oxford University in England.

Councilor Knight spoke about the landscaping upgrades at the new Union Street parking lot.

Councilor Perreault commended the students in the BHS Drama Club's play.

Councilor Favreau wanted to let people know that the Union Street parking lot is still evolving.

Chair King spoke about the single polling location at the Junior High. She said she received comments about inadequate lighting and safety.

### **Adjustments to the Agenda:**

Item (c) will be taken off the Manager's Report.

### **MANAGER'S REPORT:**

#### **(a) Financial Update**

Manager Brown provided this update.

#### **(b) Council Committee Updates**

Reports were given on the Police Station project, MMA Legislative Policy Committee, Downtown and Outer Pleasant Street Corridor Master Plan Implementation Committee, and the Ad Hoc Parking Committee.

#### **(c) REMOVED - Update from People Plus**

#### **(d) Update on Police Station project**

The report on the Police Station project occurred during Council Committee updates.

### **PUBLIC HEARINGS**

*PLEASE NOTE: The two public hearings regarding General Assistance maximums and the ordinance to exempt active duty military from paying excise tax on vehicles will be held at the December 3<sup>rd</sup> meeting.*

**NEW BUSINESS**

119. The Town Council will consider adopting the “Resolution Amending the 2012-13 Budget Appropriating \$174,500 from the Unassigned Balance of the General Fund to Fund the School Department’s Facilities Master Plan – Phase II,” and will take any appropriate action. (Manager)

Manager Brown provided a summary of this item.

Jane Millett, 10 Franklin Street, spoke in support of this funding.

Kate Kalajainen, 30 Palmer Street, supports this funding.

Chair King and Councilors Watson, Perreault, Favreau, Brayman, and Wilson made comments and asked questions, to which Manager Brown, Mr. Bartlett and Mr. Corey responded.

**Councilor Tucker moved, Councilor Favreau seconded, to adopt the “Resolution Amending the 2012-13 Budget Appropriating \$174,500 from the Unassigned Balance of the General Fund to Fund the School Department’s Facilities Master Plan – Phase II.” The motion carried with nine (9) yeas.**

*(A copy of the adopted resolution will be attached to the official minutes.)*

120. The Town Council will consider approving the “Agreement for the Exchange of Real Estate” between the Town of Brunswick and the Brunswick Development Corporation for properties at 28 Federal Street and the corner of Pleasant and Stanwood Street, and will take any appropriate action. (Manager)

Manager Brown explained this item.

**Councilor Watson moved, Councilor Tucker seconded, to approve the “Agreement for the Exchange of Real Estate” between the Town of Brunswick and the Brunswick Development Corporation for properties at 28 Federal Street and the corner of Pleasant and Stanwood Street. The motion carried with nine (9) yeas.**

*(A copy of the agreement will be attached to the official minutes.)*

121. The Town Council will consider designating additional “Drug Free Safe Zones” for Brunswick parks and recreational facilities, and will take any appropriate action. (Manager)

**Councilor Knight moved, Councilor Favreau seconded, to have the Police take the necessary steps to designate the following locations as “Drug Free Safe Zones”: Anniversary Park, Barnes Landing, Bay Bridge Landing Wetland Park, Cox Pinnacle, Crimmins Field, Greater Town Commons, Longfellow Playground, Maquoit Bay**

**Conservation Land, Maquoit Landing (Wharton Point), Mere Point Boat Launch, Mill Street Canoe Portage, Pejepscot Recreation Area, Prince's Point Landing, Recreation Center, Sawyer Park, Simpson's Point Landing, Town Commons, and Wildwood Field. The motion carried with nine (9) yeas.**

122. The Town Council will consider setting a public hearing for December 3, 2012, for a Molnlycke TIF, and will take any appropriate action. (Manager)

Jim Detert, Molnlycke representative, 20 Hacker Road, gave a summary of this item.

Councilors Watson and Perreault asked questions, to which Mr. Detert responded.

Councilor Pols asked a question, to which Manager Brown responded.

Councilor Favreau made a comment.

**Councilor Tucker moved, Councilor Wilson seconded, to set a public hearing for December 3, 2012, for a Molnlycke TIF. The motion carried with nine (9) yeas.**

**CONSENT AGENDA**

(a) Approval of the Minutes of November 5, 2012

**Councilor Tucker moved, Councilor Perreault seconded, to approve the consent agenda. The motion carried with nine (9) yeas.**

**Councilor Watson moved, Councilor Tucker seconded, to adjourn the meeting. The motion carried with nine (9) yeas.**

The meeting adjourned at 8:15 p.m.

**PLEASE NOTE: THESE MINUTES ARE ACTION MINUTES. THE ENTIRE MEETING CAN BE VIEWED AT WWW.BRUNSWICKME.ORG.**

*Deb Blum  
Executive Administrative Assistant  
November 28, 2012*

December 3, 2012  
*Date of Approval*

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*Council Chair*

**CONSENT AGENDA - B**  
**NO BACK UP MATERIALS**

# CONSENT AGENDA - C BACK UP MATERIALS

28 Federal Street  
Brunswick Maine 04011



Telephone 207 725-6650  
FAX 207 725-6663

## Town of Brunswick, Maine

Incorporated 1739

Assessing Department

www.brunswickme.org

### MEMO

TO: Gary Brown, Town Manager ✓  
Town Council Members

FROM: Cathleen M. Donovan, Assessor *cm*

DATE: November 26, 2012

SUBJECT: Abatement

It has recently come to my attention that James Miller D/B/A Cosmic Bodyworks was assessed for personal property for the 2010 & 2011 tax years in error. Recent notification states that James Miller closed his business prior to 2010. Therefore, I am requesting that the Town Council grant abatements under Title 36 M.R.S.A § 841(1) for the 2010 & 2011 tax years as follows:

<u>Year</u>	<u>Assessment</u>	<u>Tax</u>
2010	200	\$ 4.57
2011	600	\$14.21

If approved, please complete and forward to the Tax Collector to process the abatement:

Presented to Town Council (date): \_\_\_\_\_

Approved by Town Council (date): \_\_\_\_\_

Town Clerk attestation: \_\_\_\_\_