

**BRUNSWICK TOWN COUNCIL**  
**Agenda**  
**June 20, 2016**  
**Executive Session – 6:15 P.M.**  
**Regular Meeting - 7:00 P.M.**  
**Council Chambers**  
**Town Hall**  
**85 Union Street**

Roll Call of Members

Acknowledgement of Meeting Notice

**Executive Session: Personnel matter [1 M.R.S.A. §405(6)(A)] and Union Negotiations [1 M.R.S.A. §405(6)(D)]**

Pledge of Allegiance

Adjustments to Agenda

**CONSENT AGENDA**

(a) Approval of Utility Location Permits for Maine Natural Gas for connections on Park Row and College Avenue

Public Comments

Correspondence

**COMMITTEE REPORTS**

- Bicycle and Pedestrian Advisory Committee
- Finance Committee
- Teen Center Advisory Committee

**MANAGER'S REPORT**

- a) Recognition of Bill Moir for Maine State Police annual award
- b) Financial update
- c) Revaluation Update
- d) Update on Zoning Ordinance Rewrite
- e) Update on Miller Point
- f) Information regarding appointing Brunswick representative to the MMA Legislative Policy Committee

**PUBLIC HEARING**

72. The Town Council will hear public comments on special amusement license applications, and will take any appropriate action. (Manager)

Raven’s Roost

D/B/A: Raven’s Roost  
103 Pleasant Street

Raven Wing/Ronald Wing Sr. & III

Maine & Noble LLC

D/B/A: Brunswick Hotel and Tavern  
4 Noble Street

J. Hilary Rockett

**HEARING/ACTION**

73. The Town Council will hear public comment on an amendment to the “First Amendment for the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District,” and will take any appropriate action. (Manager)

**HEARING/ACTION**

74. The Town Council will hear public comment on an amendment to the “First Amendment for the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District,” and will take any appropriate action. (Manager)

**HEARING/ACTION**

**NEW BUSINESS**

75. The Town Council will consider approving the MRRA Credit Enhancement Agreement (CEA), and will take any appropriate action. (Manager)

**ACTION**

76. The Town Council will consider approving outdoor seating for Lemongrass and Union Street Bakery, and will take any appropriate action. (Manager)

**ACTION**

77. The Town Council will consider recommendations from the Finance Committee regarding 946 Mere Point Road, a tax acquired property, and will take any appropriate action. (Manager)

**ACTION**

78. The Town Council Chair will appoint Council members to the Finance Committee, and will take any appropriate action. (Chair Brayman)

**ACTION**

**INDIVIDUALS NEEDING AUXILIARY AIDS FOR EFFECTIVE  
COMMUNICATION SHOULD CONTACT  
THE TOWN MANAGER’S OFFICE AT 725-6659 (TDD 725-5521)**

**Brunswick Town Council  
Agenda  
June 20, 2016  
Council Notes and Suggested Motions**

**Executive Session: Personnel matter [1 M.R.S.A. §405(6)(A)] and Union Negotiations [1 M.R.S.A. §405(6)(D)]**

*Suggested Motion:*

Motion to go into executive session to discuss both a personnel matter per 1 M.R.S.A. §405(6)(A) and union negotiations per 1 M.R.S.A. §405(6)(D)

**CONSENT AGENDA**

- a) Approval of Utility Location Permits for Maine Natural Gas for connections on Park Row and College Avenue: They are as follows, with copies of a memo and the applications included in your packet:

In application U2016-02, Park Row Maine Natural Gas seeks authorization to install a 2” gas main from the existing gas main located on the north side of South Street at Park Row. The proposed gas main will extend from the existing gas main westerly under or adjacent to the sidewalk to the next driveway north of 261 Maine Street. Approximately 310 feet of 2” gas main. Approximately 225’ of 2” gas main.

In application U2016-03, College Street Maine Natural Gas seeks authorization to install a 2” gas main from the existing gas main located adjacent to 10 College St westerly to a point just past Cole Tower Dr. Approximately 290’ of 2” gas main.

In application U2016-04, College Street Maine Natural Gas seeks authorization to install a 2” gas main from the existing gas main located in front of 38 College St to the driveway for 32 College Street. Approximately 75’ of 2” gas main.

*Suggested Motion:*

Motion to approve the Consent Agenda.

**CORRESPONDENCE**

This is the opportunity for Councilors to share any correspondence they may have.

**COMMITTEE REPORTS**

- Bicycle and Pedestrian Advisory Committee
- Finance Committee
- Teen Center Advisory Committee

Councilors representing the Council on the above committees that have recently met will provide brief updates. If there are any Committee updates beyond those listed, Councilors may also share them with the Council and public.

## **MANAGER'S REPORT**

(A copy of a memo from Manager Eldridge outlining Manager's Report items is included in your packet.)

- a) Recognition of Detective William Moir for Maine State Police annual award: Detective Moir was presented with the Maine State Police Colonel's Award on June 7<sup>th</sup> for an investigation resulting in the arrest of a man accused of scamming Maine citizens out of \$250,000. A copy of an article on this award is included in your packet.
- b) Financial update: Manager Eldridge will update the Council on the Town's financial picture as the fiscal year comes to an end, and remind citizens of the upcoming year end meeting and workshop. Copies of financial reports are included in your packet.
- c) Revaluation Update: Manager Eldridge will give a brief update on the revaluation process.
- d) Update on Zoning Ordinance Rewrite: A brief update will be given by staff. Copies of the draft ordinance have been placed in your boxes.
- e) Update on Miller Point: Manager Eldridge will provide an update on this item.
- f) Information regarding appointing a Brunswick representative to the MMA Legislative Policy Committee: Every two years the Council has an opportunity to appoint a municipal official to this committee. The appointment is due by August 5<sup>th</sup> so we are bringing this item forward now so Council members can think of candidates. At a future meeting, you will also vote on an additional nomination from the communities included in Senate District 24. Copies of information on the committee's responsibilities and a nomination form are included in your packet.

## **PUBLIC HEARING**

72. This item is the required public hearing on special amusement license applications for Raven's Roost and the Brunswick Hotel and Tavern, who are both requesting live bands and DJs. Personal property taxes for both applicants are paid in full. Copies of the public hearing notice and the applications are included in your packet.

### Suggested Motion:

Motion to approve special amusement license applications for Raven's Roost, located at 103 Pleasant Street, and Brunswick Hotel and Tavern, located at 4 Noble Street.

73. This item is for the Council to hear public comments on amendments to the "First Amendment for the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District." There is an extensive packet of information on this item. The packet pages are numbered. The relevant documents and corresponding page numbers can be found in the memo that starts on the first page of the TIF packet. Copies of information for items 73, 74 and 75 are combined in your packet.

Option for the Council if they choose to vote this evening - suggested motion:

Motion to suspend the Council Rules to allow the Council to vote on this item at this meeting.

Suggested motion:

Motion to adopt the “Town Council Resolution Adopting the First Amendment of the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program.”

74. This item is for the Council to hear public comments on amendments to the “First Amendment for the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District.” There is an extensive packet of information on this item. The packet pages are numbered. The relevant documents and corresponding page numbers can be found in the memo that starts on the first page of the TIF packet. Copies of information for items 73, 74 and 75 are combined in your packet.

Option for the Council if they choose to vote this evening - suggested motion:

Motion to suspend the Council Rules to allow the Council to vote on this item at this meeting.

Suggested Motion:

Motion to adopt the “Town Council Resolution Adopting the First Amendment of the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program.”

**NEW BUSINESS**

75. This item is for the Council to consider approving changes to the MRRRA Credit Enhancement Agreement (CEA). This was discussed at your last meeting and your action tonight is to adopt the order that will approve the changes. There is an extensive packet of information on this item. The packet pages are numbered. The relevant documents and corresponding page numbers can be found in the memo that starts on the first page of the TIF packet. Copies of information for items 73, 74 and 75 are combined in your packet.

Suggested Motion:

Motion to adopt “An Order Authorizing the Town Manager to Execute a Credit Enhancement Agreement with the Midcoast Regional Redevelopment Authority.”

76. This item is for Council to consider approving requests for Sellers of Prepared Food on Public Ways licenses for outdoor seating at Union Street Bakery, 40 Union Street, and Lemongrass, 212E Maine Street. These are new requests and both businesses are up to date on their personal property taxes. They have been reviewed by the Codes Officer and he will inspect them once they are up and running. Copies of the applications are included in your packet.

Suggested Motion:

Motion to approve requests for Sellers of Prepared Food on Public Ways licenses for outdoor seating for Union Street Bakery, located at 40 Union Street, and Lemongrass, located at 212E Maine Street.

77. This item is for the Council to consider recommendation(s) from the Finance Committee for this tax acquired property. The Committee will be discussing this property, along with other tax acquired properties, at their Thursday, June 16<sup>th</sup> meeting. A copy of a memo from Manager Eldridge is included in your packet.

Suggested Motion:

There is no recommended motion at this time since the Finance Committee will be meeting after this packet has been provided to the Council.

78. This item is for the Council Chair to appoint Council members to the Finance Committee. Unlike other Council committees, this Committee has terms that expire at the end of June so they can run concurrent with the fiscal year.

Suggested motion:

There is no motion as the appointments are made by the Council Chair.

Suggested Motion:

Motion to adjourn the meeting.

# CONSENT AGENDA - A BACK UP MATERIALS

## MEMORANDUM

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TO: John Eldridge, Town Manager  
FROM: John A. Foster, Director, PWD  
DATE: June 10, 2016  
SUBJECT: Utility Location Permits

Attached, for presentation to the Town Council are three applications for Utility Location Permits received from Maine Natural Gas (See attached sketch).

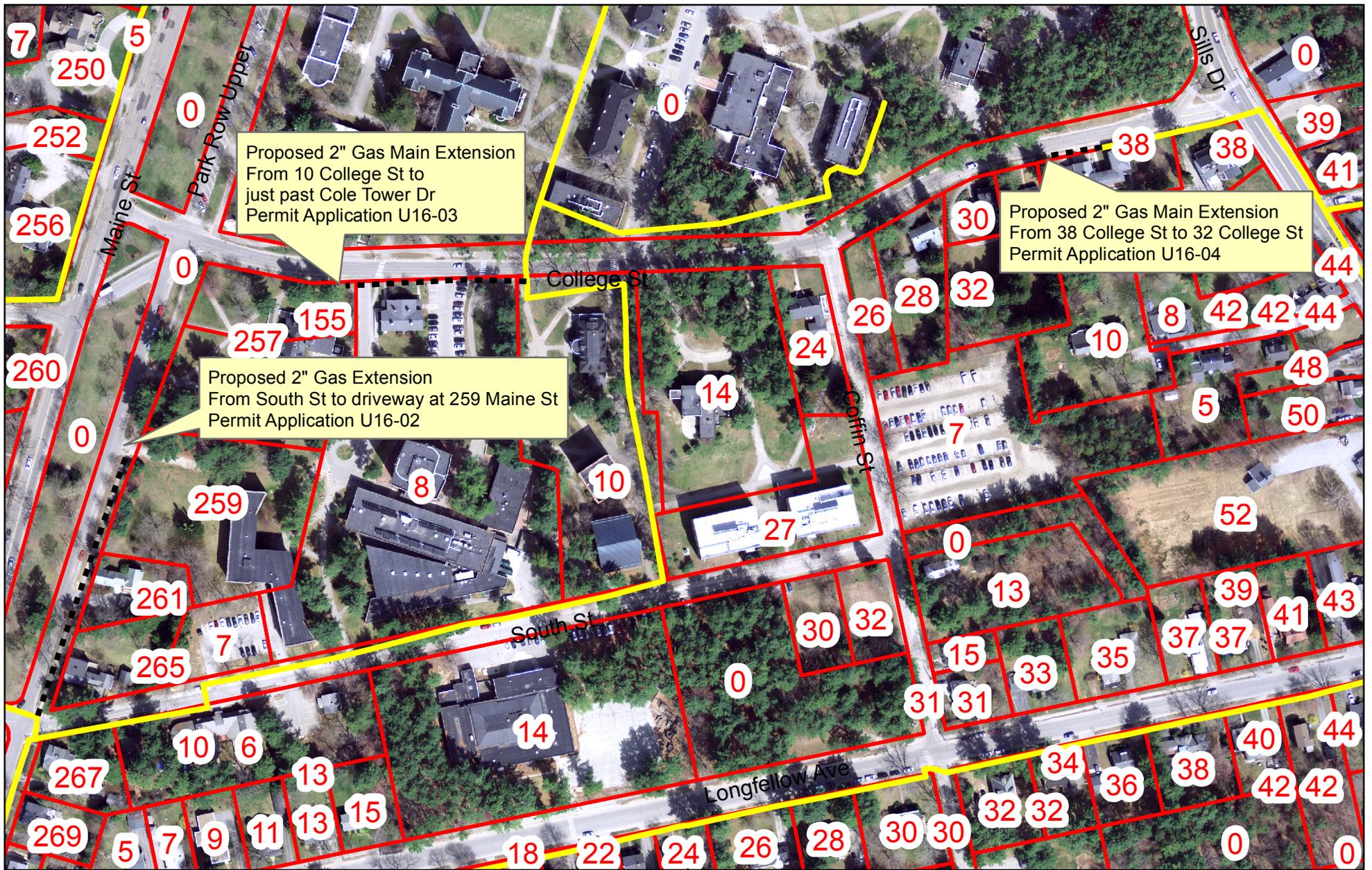
In application U2016-02, Park Row Maine Natural Gas seeks authorization to install a 2" gas main from the existing gas main located on the north side of South Street at Park Row. The proposed gas main will extend from the existing gas main westerly under or adjacent the sidewalk to next driveway north of 261 Maine Street. Approximately 310 feet of 2" gas main. Approximately 225' of 2" gas main.

In application U2016-03, College Street Maine Natural Gas seeks authorization to install a 2" gas main from the existing gas main located adjacent to 10 College St westerly to a point just past Cole Tower Dr. Approximately 290' of 2" gas main.

In application U2016-04, College Street Maine Natural Gas seeks authorization to install a 2" gas main from the existing gas main located in front of 38 College St to the driveway for 32 College Street. Approximately 75' of 2" gas main.

Brunswick Public Works Department has no objection to these underground utility lines as proposed, providing it is approved subject to the following conditions:

1. The final location is subject to adjustment, as determined necessary by the Town Engineer, to provide adequate clearance from any underground facilities located by field verification by each utility.
2. All work is subject to compliance with the Town's Street Opening and road restoration requirements.



Proposed 2" Gas Main Extension  
From 10 College St to  
just past Cole Tower Dr  
Permit Application U16-03

Proposed 2" Gas Main Extension  
From 38 College St to 32 College St  
Permit Application U16-04

Proposed 2" Gas Extension  
From South St to driveway at 259 Maine St  
Permit Application U16-02

**Legend**

- GasMains2016
  - - - - Proposed Extension
- 1 inch = 200 feet

Maine Natural Gas  
Gas Main Extension  
College St and Park Row



June 10, 2016

**Town of Brunswick  
Public Works Department**

***Application for Utility Location Permit***

DATE June 7, 2016

Permit Number: U16-02  
(to be provided by Town)

Maine Natural Gas and \_\_\_\_\_  
(Name of Utility) Joint Utility Name (if applicable)

duly authorized under the laws of the State of Maine to construct, maintain and  
operate a natural gas distribution system  
(Type of Utility)

within the Right of Way of highways within the State, hereby applies, pursuant to Title 35A M.R.S.A., Section 2503, and 17-229 C.M.R. Chapter 205, for a Location Permit for the following installation in the Town of Brunswick.

Provide a Brief Description. (Attach both a general location map and a detailed plan of the installation indicating the exact utility location with offsets for centerline or edge or right of way provided.):

Name of Street: Park Row  
Starting Point: Existing Main Line at South Street Intersection End Point: 261 Maine Street

Maine Natural Gas proposes to install a 2-inch High Density Polyethylene (HDPE) gas main. The proposed gas main extension will be from the intersection of Park Row and South Street heading north to #261 Maine Street. The gas main will be located inside the sidewalk or just outside the sidewalk. Maine Natural Gas will work with utilities and relocate main as necessary.

Minimum Depth of Cover 36" (if applicable) Maximum PSI 60 (if applicable)

"Any person, firm or corporation owning property which abuts the public way described above and claiming to be adversely affected by this proposed location, may file a written objection with the Town of Brunswick Public Works Dept, 9 Industry Rd, Brunswick, ME 04011, stating the cause of said objection within fourteen (14) days after the publication of this notice. The written objection must be served by delivery in hand or by registered certified mail".

The text of this application  will  will not be published\*: Publish Date: \_\_\_\_\_

Name of Newspaper: \_\_\_\_\_

Signature of Utility: 

Print Name and Title: Sheena Mason, P.E. – Gas Engineer

\*If publication is chosen, the entire application above the double line is to be published. Submit completed applications to the address provided above in the objection statement.

SUMMARY OF UTILITY COORDINATION  
Park Row

UTILITY AND NAME OF UTILITY CONTACT	DATE OF MEETING OR CONVERSATION	PHONE NUMBER	IDENTIFICATION OF ANY MAJOR CONCERNS AND HOW EACH WILL BE ADDRESSED.
Brunswick Sewer District Robert Pontau	Email response 6/3/2016	729-0148	No objections.
Brunswick & Topsham Water District Josh Cobb	Email response 6/2/2016	729-9956	Waiting on engineering department. No response since.
Fair Point Lillian Stiles		797-1866	No response as of 6/7/2016.
Central Maine Power Richard Adams		721-8006	No response as of 6/7/2016.
Town of Brunswick Jim Higgins	Email response 6/2/2016	725-6654	No objections.
Comcast Kendall Blodgett			No response as of 6/7/2016.

CONTRACTOR TO MAINTAIN 36" DEPTH TO TOP OF PIPE. CONTRACTOR TO VERIFY ALL UTILITIES AND KEEP MINIMUM CLEAR DISTANCE REQUIRED. CONTRACTOR TO FOLLOW MAINE NATURAL GAS OPERATIONS AND MAINTENANCE MANUAL AND CONSTRUCTION STANDARDS.

2" END CAP WITH MARKERBALL

INSTALL APPROXIMATELY 225 FEET OF 2" GAS LINE IN SIDEWALK

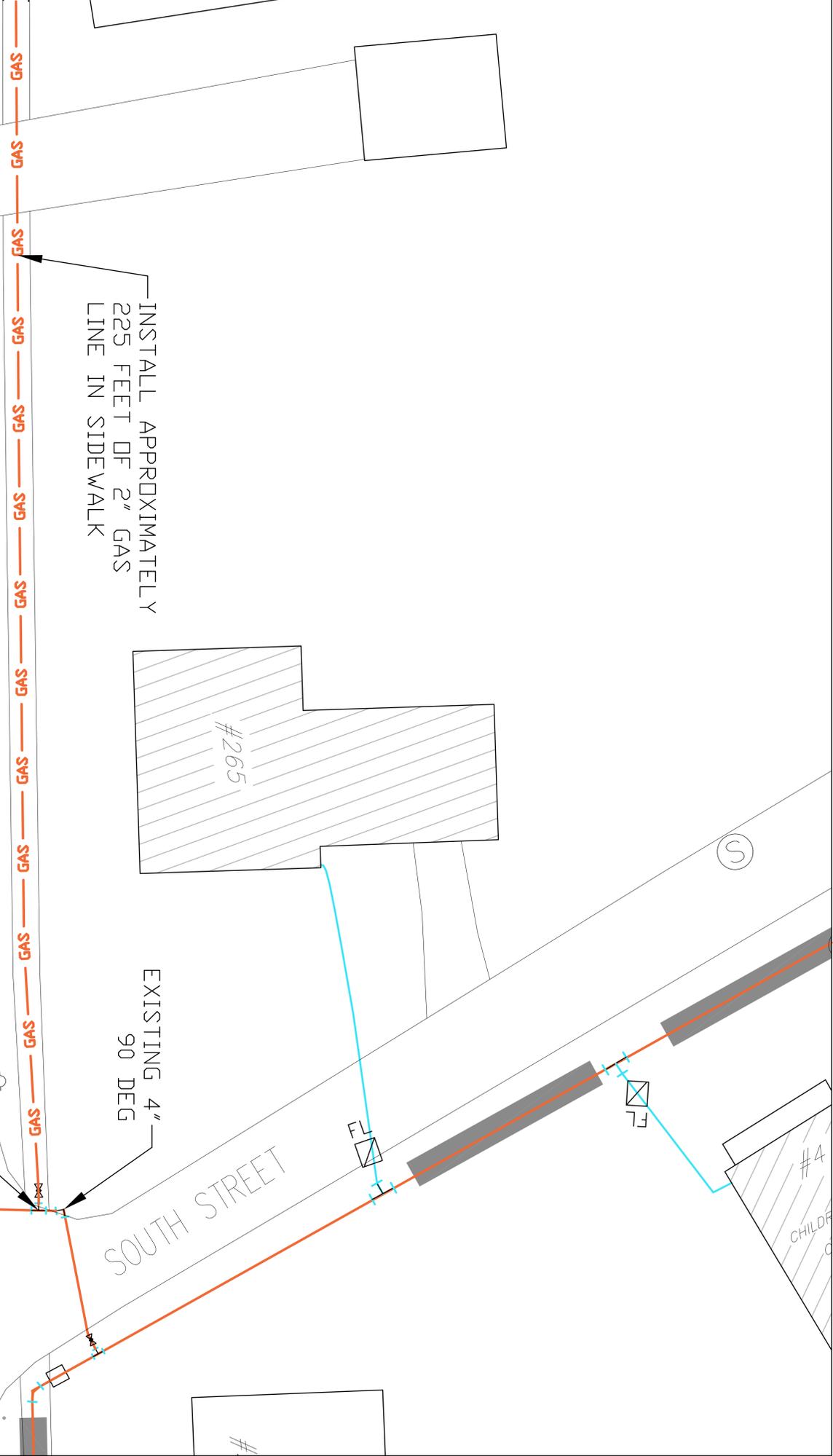
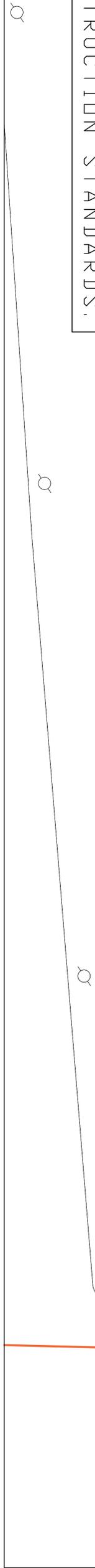
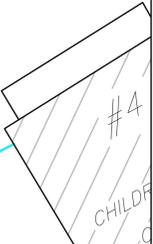
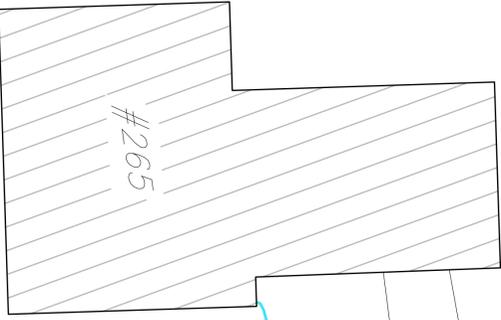
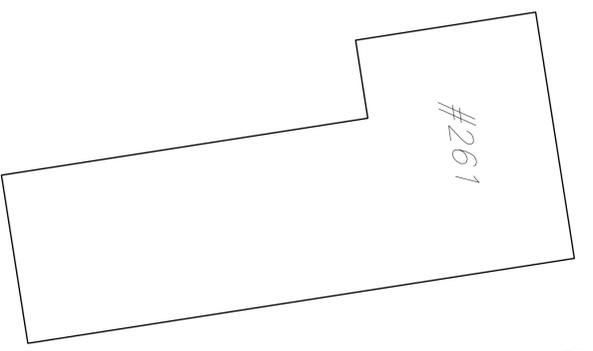
PARK ROW

SOUTH STREET

EXISTING 4" GAS LINE

4x2 TEE WITH 2" VALVE

EXISTING 4" 90 DEG



DRAWING C-1	MAINE NATURAL GAS MAIN LINE EXTENSION PLANS BRUNSWICK, MAINE	 <b>MAINE NATURAL GAS</b> 9 Industrial Parkway, Brunswick, Maine 04011	DRAWN BY <u>SBM</u> CHECKED BY <u>JLG</u> DATE <u>06/07/2016</u> APPROVED BY <u>SBM</u> DATE <u>06/07/2016</u> BOOK NO. _____ PROJECT NO. <u>16.1204</u> SCALE <u>N.T.S.</u>	NO SUBMISSIONS/REVISIONS PERMITTING APP'D DATE 6/7/16
	PARK ROW MAIN LINE EXTENSION		PLOTTED 6/7/2016	

**Town of Brunswick  
Public Works Department**

***Application for Utility Location Permit***

DATE June 7, 2016

Permit Number: U16-03  
(to be provided by Town)

Maine Natural Gas \_\_\_\_\_ and \_\_\_\_\_  
(Name of Utility) Joint Utility Name (if applicable)

duly authorized under the laws of the State of Maine to construct, maintain and  
operate a natural gas distribution system  
(Type of Utility)

within the Right of Way of highways within the State, hereby applies, pursuant to Title 35A M.R.S.A., Section 2503, and 17-229 C.M.R. Chapter 205, for a Location Permit for the following installation in the Town of Brunswick.

Provide a Brief Description. (Attach both a general location map and a detailed plan of the installation indicating the exact utility location with offsets for centerline or edge or right of way provided.):

Name of Street: College Street  
Starting Point: Existing Main Line adjacent to #10 College St End Point: Just past Coles Tower Dr.

Maine Natural Gas proposes to install a 2-inch High Density Polyethylene (HDPE) gas main. The proposed gas main extension will be from the existing main adjacent to #10 College St to the just past Coles Tower Dr. The gas main will be located inside the sidewalk or just outside the sidewalk. Maine Natural Gas will work with utilities and relocate main as necessary.

Minimum Depth of Cover 36" (if applicable) Maximum PSI 60 (if applicable)

"Any person, firm or corporation owning property which abuts the public way described above and claiming to be adversely affected by this proposed location, may file a written objection with the Town of Brunswick Public Works Dept, 9 Industry Rd, Brunswick, ME 04011, stating the cause of said objection within fourteen (14) days after the publication of this notice. The written objection must be served by delivery in hand or by registered certified mail".

The text of this application  will  will not be published\*: Publish Date: \_\_\_\_\_

Name of Newspaper: \_\_\_\_\_

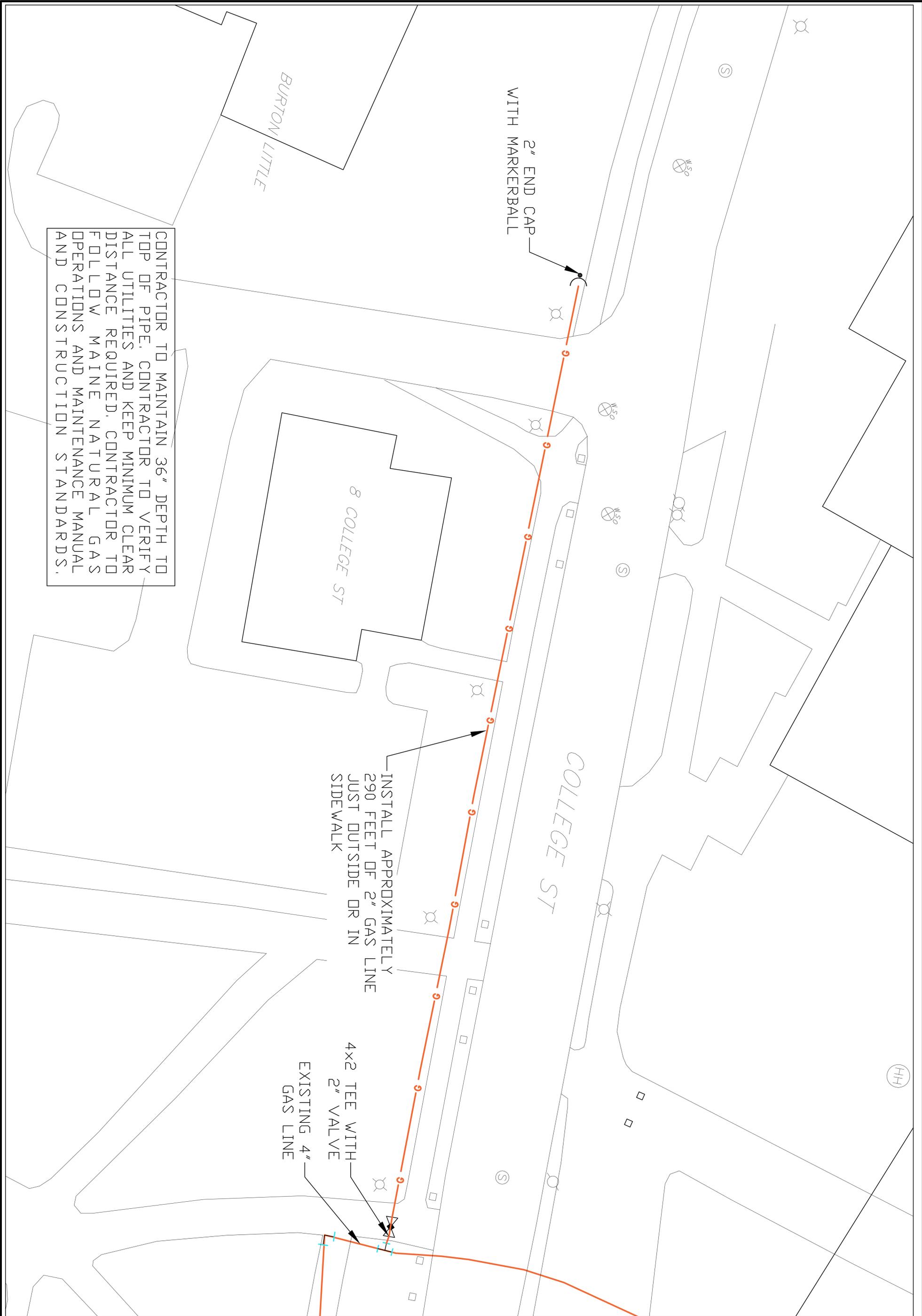
Signature of Utility:  \_\_\_\_\_

Print Name and Title: Sheena Mason, P.E. - Gas Engineer

\*If publication is chosen, the entire application above the double line is to be published. Submit completed applications to the address provided above in the objection statement.

SUMMARY OF UTILITY COORDINATION  
Lower College Street

UTILITY AND NAME OF UTILITY CONTACT	DATE OF MEETING OR CONVERSATION	PHONE NUMBER	IDENTIFICATION OF ANY MAJOR CONCERNS AND HOW EACH WILL BE ADDRESSED.
Brunswick Sewer District Robert Pontau	Email response 6/3/2016	729-0148	No objections. Beware of service crossings.
Brunswick & Topsham Water District Josh Cobb	Email response 6/2/2016	729-9956	Waiting on engineering department. No response since.
Fair Point Lillian Stiles		797-1866	No response as of 6/7/2016.
Central Maine Power Richard Adams		721-8006	No response as of 6/7/2016.
Town of Brunswick Jim Higgins	Email response 6/6/2016	725-6654	No objections.
Comcast Kendall Blodgett			No response as of 6/7/2016.



CONTRACTOR TO MAINTAIN 36" DEPTH TO TOP OF PIPE. CONTRACTOR TO VERIFY ALL UTILITIES AND KEEP MINIMUM CLEAR DISTANCE REQUIRED. CONTRACTOR TO FOLLOW MAINE NATURAL GAS OPERATIONS AND MAINTENANCE MANUAL AND CONSTRUCTION STANDARDS.

INSTALL APPROXIMATELY 290 FEET OF 2" GAS LINE JUST OUTSIDE OR IN SIDEWALK

4x2 TEE WITH 2" VALVE EXISTING 4" GAS LINE

2" END CAP WITH MARKERBALL

DRAWING C-1	MAINE NATURAL GAS MAIN LINE EXTENSION PLANS BRUNSWICK, MAINE	 <b>MAINE NATURAL GAS</b> <small>9 Industrial Parkway, Brunswick, Maine 04011</small>	DRAWN BY <u>SBM</u> CHECKED BY <u>JLG</u> DATE <u>06/07/2016</u> APPROVED BY <u>SBM</u> DATE <u>06/07/2016</u> BOOK NO. _____ PROJECT NO. <u>16.1202</u> SCALE <u>N.T.S.</u>	<table border="1"> <tr> <th>NO.</th> <th>SUBMISSIONS/REVISIONS</th> <th>APP'D</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>PERMITTING</td> <td></td> <td>6/7/16</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	SUBMISSIONS/REVISIONS	APP'D	DATE	1	PERMITTING		6/7/16								
	NO.		SUBMISSIONS/REVISIONS	APP'D	DATE															
1	PERMITTING		6/7/16																	
LOWER COLLEGE STREET MAIN LINE		PLOTTED 6/7/2016																		

**Town of Brunswick  
Public Works Department**

***Application for Utility Location Permit***

DATE June 7, 2016

Permit Number: U16-04  
(to be provided by Town)

Maine Natural Gas and \_\_\_\_\_  
(Name of Utility) Joint Utility Name (if applicable)

duly authorized under the laws of the State of Maine to construct, maintain and

operate a natural gas distribution system  
(Type of Utility)

within the Right of Way of highways within the State, hereby applies, pursuant to Title 35A M.R.S.A., Section 2503, and 17-229 C.M.R. Chapter 205, for a Location Permit for the following installation in the Town of Brunswick.

Provide a Brief Description. (Attach both a general location map and a detailed plan of the installation indicating the exact utility location with offsets for centerline or edge or right of way provided.):

Name of Street: College Street

Starting Point: Existing Main Line in front of 38 College St End Point: Driveway of 32 College St

Maine Natural Gas proposes to install a 2-inch High Density Polyethylene (HDPE) gas main. The proposed gas main extension will be from the existing main in front of #38 College St to the driveway of #32 College St. The gas main will be located inside the sidewalk or just outside the sidewalk. Maine Natural Gas will work with utilities and relocate main as necessary.

Minimum Depth of Cover 36" (if applicable) Maximum PSI 60 (if applicable)

"Any person, firm or corporation owning property which abuts the public way described above and claiming to be adversely affected by this proposed location, may file a written objection with the Town of Brunswick Public Works Dept, 9 Industry Rd, Brunswick, ME 04011, stating the cause of said objection within fourteen (14) days after the publication of this notice. The written objection must be served by delivery in hand or by registered certified mail".

The text of this application  will  will not be published\*: Publish Date: \_\_\_\_\_

Name of Newspaper: \_\_\_\_\_

Signature of Utility: 

Print Name and Title: Sheena Mason, P.E. – Gas Engineer

\*If publication is chosen, the entire application above the double line is to be published. Submit completed applications to the address provided above in the objection statement.

SUMMARY OF UTILITY COORDINATION  
30-32 College Street

UTILITY AND NAME OF UTILITY CONTACT	DATE OF MEETING OR CONVERSATION	PHONE NUMBER	IDENTIFICATION OF ANY MAJOR CONCERNS AND HOW EACH WILL BE ADDRESSED.
Brunswick Sewer District Robert Pontau	Email response 6/3/2016	729-0148	No objections. Beware of service crossings.
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Comcast Kendall Blodgett			No response as of 6/7/2016.

COLLEGE ST

2" END CAP WITH MARKERBALL

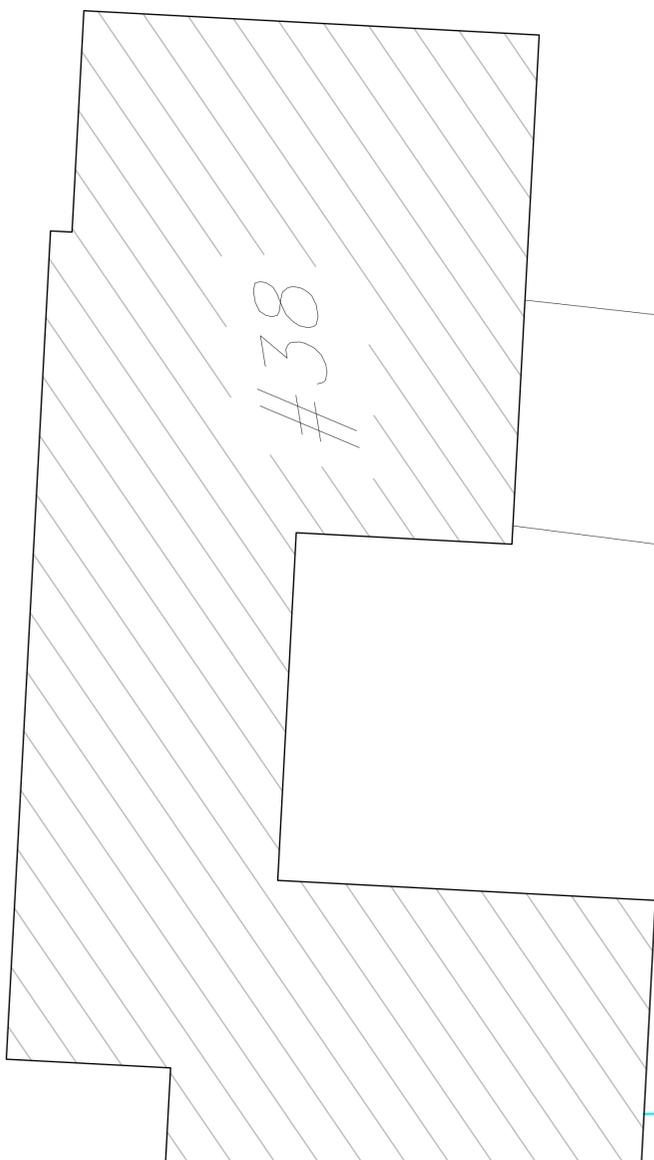
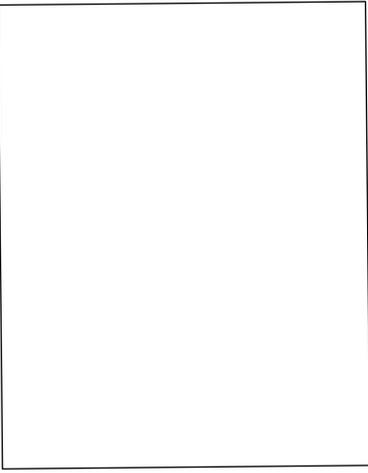
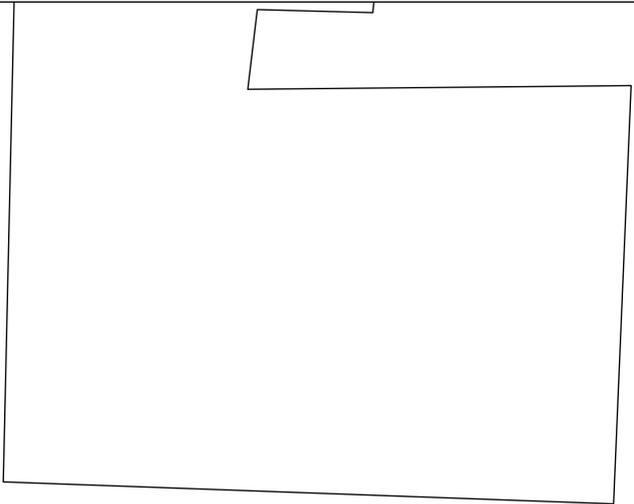
INSTALL APPROXIMATELY 75 FEET OF 2" GAS LINE JUST OUTSIDE OR IN SIDEWALK

2" COUPLING

EXISTING 2" GAS LINE

CONTRACTOR TO MAINTAIN 36" DEPTH TO TOP OF PIPE. CONTRACTOR TO VERIFY ALL UTILITIES AND KEEP MINIMUM CLEAR DISTANCE REQUIRED. CONTRACTOR TO FOLLOW MAINE NATURAL GAS OPERATIONS AND MAINTENANCE MANUAL AND CONSTRUCTION STANDARDS.

#38



MAINE NATURAL GAS  
MAIN LINE EXTENSION PLANS  
BRUNSWICK, MAINE

30-32 COLLEGE STREET MAIN LINE



9 Industrial Parkway, Brunswick, Maine 04011

DRAWN BY SBM  
CHECKED BY JLG  
DATE 06/07/2016  
APPROVED BY SBM  
DATE 06/07/2016  
BOOK NO.  
PROJECT NO. 16.1202  
SCALE N.T.S.

NO.	SUBMISSIONS/REVISIONS	APP'D	DATE
1	PERMITTING		6/7/16

PLOTTED 6/7/2016

DRAWING  
C-1

# MANAGER'S REPORT MEMO

# Town of Brunswick, Maine

OFFICE OF THE TOWN MANAGER

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## MEMORANDUM

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**TO:** Town Council

**FROM:** John Eldridge  
Town Manager

**DATE:** June 16, 2016

**SUBJECT:** Town Manager's Report (a) – (e) for the June 20<sup>th</sup> Town Council Meeting

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Below is a brief summary of items included in the June 20, 2016 Manager's Report.

### **Recognition of Detective Bill Moir (a)**

On June 7th, Detective William Moir, along with Sgt. Chris Rogers and Trooper Jared Stedman of the Maine State Police, received the Maine State Police Colonel's Award for an investigation that resulted in the arrest of a Chelsea man, Ervin Morrison III, 23, who is accused of scamming more than 50 people from Maine to Florida out of nearly \$500,000. Police had searched for Morrison since the summer of 2015 after receiving complaints about Craigslist services or products — firewood, wood pellets, logging, home repair, etc. — that were never delivered. In the fall of 2015, Morrison allegedly scammed a Brunswick businessman into writing him \$86,000 in checks for wood pellets he never delivered. Statewide losses were expected to reach \$250,000. Morrison currently faces charges in three counties, as well as federal charges.

### **Financial Update and Reminder of June 23 meeting (b)**

The budget-to-actual reports for revenues and expenditures through May 31, 2016 is included in your packets. Julie Henze and I will make a brief presentation and respond to questions. As a reminder, the Town Council will be meeting on June 23<sup>rd</sup> to consider year-end budget adjustments.

### **Revaluation Update (c)**

The revaluation is progressing with field inspections. Currently KRT Appraisal has visited more than 1,000 properties. As many property owners have not been available, KRT will be sending letters to these owners asking to schedule appointments. Despite the press releases, new articles, website postings, notices with the spring 2016 tax bill, and Council updates, we are still hearing from people who did not realize the Town was conducting a revaluation or that they did not understand the purpose of a revaluation. As a result, we have sent a special mailing to all property owners explaining the process and why the revaluation is necessary.

### **Zoning Ordinance Re-Write Committee ZORC (d)**

The ZORC delivered its draft of the proposed new zoning ordinance to the Planning Board at the Board's June 14<sup>th</sup> meeting. Copies of the proposed ordinance, zoning maps, and a summary of the proposed changes were provided to the Council. Copies of those and other documents, may be obtained from the Planning Department's site on the Town's website.

Memo to Town Council  
June 20, 2015  
Manager's Report

**Miller Point Update (e)**

On June 20<sup>th</sup> staff, along with Barney Baker, the Town's engineering consultant, met with Tom Greer and John Loyd, respectively the engineer and attorney for the property owners, Rob and Nancy King. The King's engineer submitted revised plans, including a revegetation plan. On June 27<sup>th</sup>, staff will be holding another meeting to review the revised plans. Although not required, this staff meeting will be conducted publicly and recorded. Further, public comment will be allowed. We have noticed this meeting on the Town's website and we will be sending notices by mail to property owners within 200 feet of the project. The project plans will also be posted on the website. I emailed notice of this meeting as well as the revised plans to the appellants in the recent ZBA case. The June 27<sup>th</sup> meeting is scheduled for 6:00 PM in Room 206 of the Town Hall.

**MMA Legislative Policy Committee (f)**

MMA's legislative platforms, policies, and positions are developed by a 70-member Legislative Policy Committee (LPC), which is made up of two municipal officials from each of the state's 35 Senate Districts. The LPC representatives are elected to that position by the municipal officers within their Senate District. Every two years, Brunswick, by virtue of its population, has an opportunity to appoint a municipal official to this committee. The appointment is due before August 5<sup>th</sup>, and we are bringing this item forward now for Council members to consider candidates. At a future meeting you will also vote on an additional member from the communities included in Senate District 24. Copies of information on the committee's responsibilities are included in your packet.

# MANAGER'S REPORT - A BACK UP MATERIALS

# BANGOR DAILY NEWS (http://bangordailynews.com/)

## Maine State Police hand out annual awards (<https://bangordailynews.com/2016/06/07/news/state/maine-state-police-hand-out-annual-awards/>)



Brunswick Police Department

Maine State Police Col. Robert A. Williams, left, Lt. Col. John Cote, right, stand with (from left) Sgt. Chris Rogers, Trooper Jared Stedman and Brunswick Police Det. William Moir, recipients of the Colonel's Award.

By Beth Brogan (<https://bangordailynews.com/author/brogan/>), BDN Staff  
Posted June 07, 2016, at 1:40 p.m.

BRUNSWICK, Maine — A Brunswick police detective is among five current and former troopers honored Tuesday afternoon at the Maine State Police awards ceremony at the Maine Criminal Justice Academy.

Detective William Moir, along with Sgt. Chris Roger and Trooper Jared Stedman of the Maine State Police, received Colonel's Awards for an investigation that resulted in the arrest of a Chelsea man accused of scamming more than 50 people from Maine to Florida out of nearly \$500,000, according to a release from the Maine Department of Public Safety.

Cpl. Christopher Smith of Hancock, an eight-year veteran of the state police in Hancock and Washington counties, was named Trooper of the Year on Tuesday, and retired Lt. Herbert Morse of Hermon was named Legendary Trooper, the highest honor for a state police retiree.

Moir, Rogers and Stedman investigated a case involving Ervin Morrison III, 23, who was arrested in January in Lisbon (<https://www.google.com/url?q=http%3A%2F%2Fbangordailynews.com%2F2016%2F01%2F14%2Fnews%2Fmid-maine%2Fchelsea-man-accused-of-bilking-thousands-in-craigslist-scams%2F&sa=D&ust=1465328786591000&usg=AFQjCNGau05lr5uypMk3Z4vwi67gVEGkOQ&ref=inline>) and charged with multiple counts of theft and motor vehicle violations stemming from incidents investigated by police agencies in Maine and Massachusetts.

Police had searched for Morrison since the summer of 2015 after receiving complaints about Craigslist services or products — firewood, wood pellets, logging, home repair, etc. — that were never delivered, Stephen McCausland, spokesman for the Maine Department of Public Safety, said at the time.

McCausland said statewide losses were expected to reach \$250,000, and Morrison was suspected of crimes as far away as Florida.

Morrison currently faces charges in three counties, as well as federal charges, Moir said by phone Tuesday.

In the fall of 2015, Morrison allegedly scammed a Brunswick businessman into writing him \$86,000 in checks for wood pellets he never delivered, according to Moir.

Moir, a Brunswick police officer for nearly 14 years and a detective for more than 10, also assists with computer crimes and fire investigations. He is a member of the department's special response team and teaches drug abuse resistance education classes at a local school.

Smith of Hancock was named Trooper of the Year on Tuesday. Smith grew up in Machias and joined the state police in 2008 after serving for four years as an officer with the Mount Desert Police, according to the release.

Smith is assigned to Troop J out of Ellsworth, and patrols with his police dog, Winger, the only drug detection dog in the troop.

"Cpl. Smith is one of the best field training officers in the state police with a natural ability [to] instruct younger troopers, and he is a true role model," Col. Robert Williams, chief of the Maine State Police, said in the release.

Morse, who was named a Legendary Trooper on Tuesday, retired in 2003 after serving with the Maine State Police for 42 years, McCausland said.

Morse was the commanding officer at Troop E in Orono for 27 years. He grew up in Bath and joined the state police in 1961.

"Lt. Morse had an ability to inspire and mentor that forged his leadership legacy guiding scores of troopers," Maj. Christopher Grotton, who served under Morse for 12 years in Troop E, said in the release. "His sage advice and guidance made a significant impact on my career and many others."

The state police also honored a number of residents on Tuesday.

Leonard and Rosemary Wallace of Steuben were presented bravery awards for rescuing two small children and a mother whose car careened into a pond in Hancock County in April.

Jason Forgues of Freeport and Paul Oleston of Topsham were presented with special awards of commendation for rescuing a man from his burning truck in Freeport in April.

Trevor Hanna of Oakland and John Dow of Eliot were presented with special awards of commendation for rescuing a young boy from a burning truck in Sidney last December.

The following troopers were also honored:

- Maine State Police Sgt. Chad Fuller and Trooper John Darcy received Bravery Awards for ending an armed standoff with a man in Smyrna in February 2015.
- Troopers Darren Vittum and Chris Hashey received meritorious awards for saving the life of a man who suffered a heart attack in Milford in 2015.
- Trooper Ricci Cote received the Colonel's Award for arresting 276 drunk drivers over the last eight years, including 50 in 2015.
- Troopers Niles Krech, Adam McNaughton and Elisha Fowlie received Colonel's Awards for arresting a trio of scam artists from Georgia who were involved in a bad-check-writing scam.
- State police computer crime analyst Dawn Ego received the Colonel's Award for her work with the FBI to identify a young girl from Canada who had been a victim of child pornography.

<https://bangordailynews.com/2016/06/07/news/state/maine-state-police-hand-out-annual-awards/>  
(<https://bangordailynews.com/2016/06/07/news/state/maine-state-police-hand-out-annual-awards/>) printed on June 9, 2016

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# MANAGER'S REPORT - B BACK UP MATERIALS

FOR 2016 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/> 00 Fill							
19000 General Fund Transfers Out	1,368,236	1,559,217	1,559,217.00	.00	.00	.00	100.0%
TOTAL Fill	1,368,236	1,559,217	1,559,217.00	.00	.00	.00	100.0%
<hr/> 10 General Government							
11000 Administration	583,769	583,769	483,428.13	46,521.11	1,021.81	99,319.06	83.0%
11100 Finance Department	710,161	710,161	617,641.13	56,546.62	367.07	92,152.80	87.0%
11150 Technology Services Dept	363,164	363,164	294,117.47	40,261.25	7,737.65	61,308.88	83.1%
11200 Municipal Officers	85,665	85,665	63,306.86	1,232.79	.00	22,358.14	73.9%
11210 Munic Bldg - 85 Union	214,863	215,063	192,158.44	18,954.12	3,301.92	19,602.55	90.9%
11230 Risk Management	479,057	479,057	484,462.43	9.41	.00	-5,405.43	101.1%
11240 Employee benefits	0	0	-145,616.83	-6,632.80	.00	145,616.83	100.0%
11250 Cable TV	61,298	61,298	49,330.08	4,004.13	150.36	11,817.56	80.7%
11300 Assessing	295,863	295,863	251,267.13	23,453.35	2,412.99	42,182.88	85.7%
11600 Town Clerk & Elections	363,719	364,119	270,431.06	23,354.05	8,959.90	84,728.04	76.7%
11900 Planning Department	480,995	483,088	401,458.12	37,525.93	1,508.02	80,121.89	83.4%
11950 Economic Development Dept	115,106	116,726	97,625.92	10,294.36	.00	19,100.08	83.6%
TOTAL General Government	3,753,660	3,757,973	3,059,609.94	255,524.32	25,459.72	672,903.28	82.1%
<hr/> 20 Public Safety							
12100 Fire Department	3,154,491	3,167,016	2,787,695.48	246,360.19	34,182.39	345,138.13	89.1%
12150 Central Fire Station	59,158	59,158	36,909.10	12,457.47	4,354.08	17,894.82	69.8%
12160 Emerson Fire Station	49,328	49,328	50,678.18	2,433.11	1,374.48	-2,724.66	105.5%
12200 Police Department	3,836,175	3,836,175	3,237,163.06	264,304.82	2,579.52	596,432.42	84.5%
12210 Police Special Detail	0	0	33,582.83	2,199.45	.00	-33,582.83	100.0%
12220 Emergency Services Dispatch	812,214	812,214	679,302.85	58,770.05	.00	132,911.15	83.6%
12250 Police Station Building	101,431	101,431	72,102.78	5,854.23	.00	29,328.22	71.1%
12310 Streetlights	211,000	211,000	193,909.74	17,060.03	.00	17,090.26	91.9%
12320 Traffic Signals	31,600	31,600	15,416.96	495.68	.00	16,183.04	48.8%
12330 Hydrants	465,000	465,000	340,370.87	.00	.00	124,629.13	73.2%
12340 Civil Emergency Preparedness	2,000	2,000	1,280.00	.00	.00	720.00	64.0%
TOTAL Public Safety	8,722,397	8,734,922	7,448,411.85	609,935.03	42,490.47	1,244,019.68	85.8%
<hr/> 30 Public Works							

FOR 2016 11

30	Public Works	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13100	Public Works Administration	446,577	446,577	382,460.49	33,812.77	707.97	63,408.54	85.8%
13110	PW General Maintenance	1,713,865	1,802,351	1,323,603.50	155,290.64	163,798.75	314,948.67	82.5%
13130	Refuse Collection	611,556	611,556	554,832.50	52,833.03	65,183.70	-8,460.20	101.4%
13140	Recycling	298,631	298,631	248,216.49	27,198.73	48,596.70	1,817.81	99.4%
13150	PW Central Garage	724,112	724,112	675,358.31	53,592.80	63,906.89	-15,153.20	102.1%
	TOTAL Public Works	3,794,741	3,883,227	3,184,471.29	322,727.97	342,194.01	356,561.62	90.8%
40 Human Services								
14100	General Assistance	169,994	169,994	133,235.80	13,168.13	237.78	36,520.42	78.5%
14120	Health & Social Services	12,766	12,766	30,492.14	704.63	.00	-17,726.14	238.9%
	TOTAL Human Services	182,760	182,760	163,727.94	13,872.76	237.78	18,794.28	89.7%
45 Education								
14500	School Department	36,525,855	36,525,855	28,205,880.43	3,390,395.29	.00	8,319,974.57	77.2%
	TOTAL Education	36,525,855	36,525,855	28,205,880.43	3,390,395.29	.00	8,319,974.57	77.2%
50 Recreation and Culture								
15000	Recreation Administration	439,700	440,780	386,765.07	35,036.41	1,080.00	52,934.93	88.0%
15050	Rec Buildings and Grounds	699,391	707,371	571,791.95	51,683.54	8,909.77	126,669.28	82.1%
15250	Rec Building 211	173,982	173,982	65,760.84	5,747.81	11,390.90	96,830.26	44.3%
15300	Teen Center	15,000	15,000	15,000.00	.00	.00	.00	100.0%
15310	People Plus	118,300	124,300	119,300.00	.00	.00	5,000.00	96.0%
15400	Curtis Memorial Library	1,325,000	1,325,000	1,200,833.33	109,166.67	.00	124,166.67	90.6%
	TOTAL Recreation and Culture	2,771,373	2,786,433	2,359,451.19	201,634.43	21,380.67	405,601.14	85.4%
60 Intergovernmental								
16000	County tax	1,360,042	1,360,042	1,360,042.00	.00	.00	.00	100.0%

FOR 2016 11

60	Intergovernmental	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL Intergovernmental	1,360,042	1,360,042	1,360,042.00	.00	.00	.00	100.0%
70 Unclassified								
17000	Promotion and Development	161,917	157,417	162,528.79	475.11	331.30	-5,443.09	103.5%
17010	Additional School Assistance	10,000	10,000	10,000.00	10,000.00	.00	.00	100.0%
17020	Cemetery Care	3,000	3,000	6,250.00	1,500.00	.00	-3,250.00	208.3%
17030	Wage Adjustment Account	43,000	43,000	.00	.00	.00	43,000.00	.0%
	TOTAL Unclassified	217,917	213,417	178,778.79	11,975.11	331.30	34,306.91	83.9%
80 Debt Service								
18020	2006 CIP G/O Bonds	244,000	244,000	244,000.00	.00	.00	.00	100.0%
18030	2011 GO CIP Bonds	255,380	255,380	255,380.00	.00	.00	.00	100.0%
18040	Police Station Bond	400,125	400,125	400,125.02	.00	.00	-.02	100.0%
18050	2010 Elementary School Bond	0	0	-1,144.48	.00	.00	1,144.48	100.0%
	TOTAL Debt Service	899,505	899,505	898,360.54	.00	.00	1,144.46	99.9%
	GRAND TOTAL	59,596,486	59,903,351	48,417,950.97	4,806,064.91	432,093.95	11,053,305.94	81.5%

\*\* END OF REPORT - Generated by Julie Henze \*\*

FOR 2016 11

			ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
10 Taxes								
111190	41101	Property Taxes	38,824,828	37,878,170	38,007,311.40	10,193.60	-129,141.40	100.3%*
111190	41103	Deferred Property Tax	-200,000	-200,000	.00	.00	-200,000.00	.0%
111190	41104	Tax Abatements	-75,000	-75,000	-49,059.72	-2,136.96	-25,940.28	65.4%
111190	41105	Interest on Taxes	65,000	65,000	59,333.29	5,056.32	5,666.71	91.3%*
111190	41106	Tax Lien Costs Revenu	13,000	13,000	17,203.92	6.00	-4,203.92	132.3%*
111190	41107	Tax Lien Interest Rev	13,000	13,000	19,091.21	.00	-6,091.21	146.9%*
111190	41109	Payment in Lieu of Ta	175,000	175,000	108,786.42	500.00	66,213.58	62.2%*
111190	41197	BETE reimbursement	0	504,808	565,974.00	.00	-61,166.00	112.1%*
111190	41198	Homestead exemption r	0	441,850	332,248.00	.00	109,602.00	75.2%*
111190	41199	Miscellaneous tax adj	4	4	.00	.00	4.00	.0%*
111191	41110	Excise Tax - Auto	2,865,000	2,865,000	2,826,342.61	286,150.07	38,657.39	98.7%*
111191	41111	Excise Tax Boat/ATV/S	25,000	25,000	18,744.80	6,979.70	6,255.20	75.0%*
111191	41112	Excise Tax - Airplane	3,500	3,500	2,835.04	.00	664.96	81.0%*
		TOTAL Taxes	41,709,332	41,709,332	41,908,810.97	306,748.73	-199,478.97	100.5%
		TOTAL REVENUES	41,709,332	41,709,332	41,908,810.97	306,748.73	-199,478.97	
20 Licenses & Fees								
121111	42207	Passport Fees	9,500	9,500	12,350.00	1,225.00	-2,850.00	130.0%*
121111	42208	Postage Fees	0	0	131.78	.00	-131.78	100.0%*
121111	42209	Passport Picture Reve	3,000	3,000	4,980.00	510.00	-1,980.00	166.0%*
121411	42100	Building Permits	145,000	145,000	136,256.29	16,300.88	8,743.71	94.0%*
121411	42101	Electrical Permits	34,000	34,000	40,274.46	3,595.42	-6,274.46	118.5%*
121411	42102	Plumbing Permits	22,000	22,000	25,372.50	2,037.50	-3,372.50	115.3%*
121411	42103	Zoning Board Fees	0	0	225.00	-75.00	-225.00	100.0%*
121611	42200	Hunting & Fishing Lic	1,100	1,100	936.25	142.25	163.75	85.1%*
121611	42201	Dog License Fee	2,500	2,500	2,728.00	74.00	-228.00	109.1%*
121611	42202	Vital Statistics	50,000	50,000	46,058.40	4,768.80	3,941.60	92.1%*
121611	42203	General Licenses	21,270	21,270	22,836.00	2,775.00	-1,566.00	107.4%*
121611	42204	Victulars/Innkeepers	18,250	18,250	13,893.75	12,700.00	4,356.25	76.1%*
121611	42205	Shellfish Licenses	17,400	17,400	18,175.00	950.00	-775.00	104.5%*
121611	42206	Neutered/Spayed Dog L	4,730	4,730	4,888.00	106.00	-158.00	103.3%*
121611	42208	Postage Fees	0	0	119.94	.00	-119.94	100.0%*
121611	42210	Mooring fees	0	0	17,250.00	1,350.00	-17,250.00	100.0%*
121911	42300	Planning Board Appl F	22,500	22,500	20,023.40	2,115.00	2,476.60	89.0%*
122121	42400	Fire Permits	500	500	670.00	280.00	-170.00	134.0%*
122221	42500	Conc Weapons Permits	600	600	435.00	65.00	165.00	72.5%*

FOR 2016 11

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
122221 42501 Parking Permit fee	0	0	250.00	50.00	-250.00	100.0%*
123131 42600 Public Works Opening	8,000	8,000	11,959.00	75.00	-3,959.00	149.5%*
TOTAL Licenses & Fees	360,350	360,350	379,812.77	49,044.85	-19,462.77	105.4%
TOTAL REVENUES	360,350	360,350	379,812.77	49,044.85	-19,462.77	

30 Intergovernmental

131122 43505 FD EMPG grant	15,000	15,000	9,854.19	-21.10	5,145.81	65.7%*
131132 43103 Highway Grant Fund	195,000	195,000	199,148.00	.00	-4,148.00	102.1%*
131142 43104 State General Assista	24,000	24,000	25,204.74	4,126.65	-1,204.74	105.0%*
131190 43102 State Tax Exemption R	40,000	40,000	11,346.86	.00	28,653.14	28.4%*
131192 43101 State Revenue Sharing	1,088,154	1,088,154	1,016,769.61	125,617.82	71,384.39	93.4%*
131192 43106 Snowmobile Receipts	1,400	1,400	1,542.46	.00	-142.46	110.2%*
134546 43120 State Education Subsi	9,826,081	9,826,081	8,729,965.09	735,043.84	1,096,115.91	88.8%*
TOTAL Intergovernmental	11,189,635	11,189,635	9,993,830.95	864,767.21	1,195,804.05	89.3%
TOTAL REVENUES	11,189,635	11,189,635	9,993,830.95	864,767.21	1,195,804.05	

40 Charges for services

141111 44110 Agent Fee Auto Reg	47,000	47,000	45,946.00	5,209.00	1,054.00	97.8%*
141111 44111 Agent Fee Boat/ATV/Sn	1,500	1,500	1,340.00	381.00	160.00	89.3%*
141211 44121 Rental of Property	1,200	1,200	1,100.00	100.00	100.00	91.7%*
141611 44131 Advertising Fees	0	0	1,107.25	269.61	-1,107.25	100.0%*
142121 44155 Ambulance Service Fee	845,000	845,000	805,158.46	78,460.88	39,841.54	95.3%*
142121 44166 Special Detail - Fire	1,000	1,000	3,557.84	992.64	-2,557.84	355.8%*
142221 44161 Witness Fees	3,000	3,000	3,183.92	2,283.92	-183.92	106.1%*
142221 44162 Police Reports	4,500	4,500	3,655.50	592.00	844.50	81.2%*
142221 44163 School Resource Offic	86,000	86,000	86,000.00	.00	.00	100.0%*
142221 44165 Special Detail - Poli	3,000	3,000	24,431.50	3,257.00	-21,431.50	814.4%*
142221 44167 Dispatch Services fee	143,760	143,760	132,590.03	11,170.18	11,169.97	92.2%*
143431 44175 Recycling Revenue	25,000	25,000	11,881.10	.00	13,118.90	47.5%*
144545 44100 School Tuition, etc	102,000	102,000	85,481.25	6,200.47	16,518.75	83.8%*
145051 44121 Rental of Property	0	0	1,390.00	1,090.00	-1,390.00	100.0%*
TOTAL Charges for services	1,262,960	1,262,960	1,206,822.85	110,006.70	56,137.15	95.6%
TOTAL REVENUES	1,262,960	1,262,960	1,206,822.85	110,006.70	56,137.15	

50 Fines & Penalties

151611 45108 Gen License Late Pena	0	0	35.00	25.00	-35.00	100.0%*
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FOR 2016 11

			ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
151611	45109	Mooring Fee Late Pena	0	0	200.00	200.00	-200.00	100.0%*
151621	45103	Unlicensed Dog Fines	10,000	10,000	6,575.00	850.00	3,425.00	65.8%*
152121	45104	False Alarm Fire	1,000	1,000	5.00	.00	995.00	.5%*
152121	45107	Fire Code Violation F	0	0	400.00	.00	-400.00	100.0%*
152221	45100	Ordinance Fines	600	600	1,204.00	607.00	-604.00	200.7%*
152221	45101	Parking Tickets	30,000	30,000	31,849.00	3,130.00	-1,849.00	106.2%*
152221	45102	Leash Law Fines	100	100	200.00	.00	-100.00	200.0%*
152221	45105	False Alarm Police	100	100	15.00	.00	85.00	15.0%*
152221	45106	Restitution	0	0	315.26	.00	-315.26	100.0%*
		TOTAL Fines & Penalties	41,800	41,800	40,798.26	4,812.00	1,001.74	97.6%
		TOTAL REVENUES	41,800	41,800	40,798.26	4,812.00	1,001.74	
60 Interest earned								
161193	46100	Interest Earned	20,000	20,000	15,942.08	6,153.90	4,057.92	79.7%*
		TOTAL Interest earned	20,000	20,000	15,942.08	6,153.90	4,057.92	79.7%
		TOTAL REVENUES	20,000	20,000	15,942.08	6,153.90	4,057.92	
70 Donations								
171952	47000	BDC Contrib to Econ D	94,000	94,000	94,000.00	.00	.00	100.0%*
171952	47002	MRRA - MCOG DUES	15,000	15,000	15,208.50	.00	-208.50	101.4%*
		TOTAL Donations	109,000	109,000	109,208.50	.00	-208.50	100.2%
		TOTAL REVENUES	109,000	109,000	109,208.50	.00	-208.50	
80 Use of fund balance								
181100	48000	Unapprop General Fund	825,000	1,011,481	.00	.00	1,011,481.00	.0%*
181100	48001	Bal of State Revenue	50,000	50,000	.00	.00	50,000.00	.0%*
184500	48004	School Balance Forwar	3,067,309	3,067,309	.00	.00	3,067,309.00	.0%*
184500	48005	Restricted-Sch Bond P	119,800	119,800	.00	.00	119,800.00	.0%*
		TOTAL Use of fund balance	4,062,109	4,248,590	.00	.00	4,248,590.00	.0%
		TOTAL REVENUES	4,062,109	4,248,590	.00	.00	4,248,590.00	
90 Other								
191011	49000	Administration Miscel	0	0	790.42	.00	-790.42	100.0%*

FOR 2016 11

			ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
191111	49000	Finance Miscellaneous	4,000	4,000	20,933.89	4,166.03	-16,933.89	523.3%*
191111	49104	Property & Casualty D	0	0	10,052.00	.00	-10,052.00	100.0%*
191111	49105	Postage & Handling	0	0	53.00	.00	-53.00	100.0%*
191111	49106	W/C Proceeds	0	0	5,563.01	.00	-5,563.01	100.0%*
191192	49100	Cable Television	225,000	225,000	197,136.28	67,256.14	27,863.72	87.6%*
191611	49000	Town Clerk Miscellane	1,300	1,300	1,697.50	181.50	-397.50	130.6%*
191911	49000	Planning Miscellaneou	200	200	1,441.29	46.50	-1,241.29	720.6%*
192121	49000	Fire Miscellaneous	5,800	5,800	10,999.07	70.07	-5,199.07	189.6%*
192194	49151	Fire Vehicle Sales	0	0	5,700.00	.00	-5,700.00	100.0%*
192221	49000	Police Miscellaneous	10,000	10,000	14,550.36	154.32	-4,550.36	145.5%*
193131	49000	Public Works Miscella	2,000	2,000	12.28	.00	1,987.72	.6%*
194141	49103	General Assistance Re	0	0	4,672.78	.00	-4,672.78	100.0%*
194545	49000	School Miscellaneous	93,000	93,000	74,859.78	34,102.94	18,140.22	80.5%*
195051	49000	Recreation Miscellane	0	0	22.82	20.00	-22.82	100.0%*
199980	48100	General Fund Transfer	500,000	500,000	620,941.86	.00	-120,941.86	124.2%*
TOTAL Other			841,300	841,300	969,426.34	105,997.50	-128,126.34	115.2%
TOTAL REVENUES			841,300	841,300	969,426.34	105,997.50	-128,126.34	
GRAND TOTAL			59,596,486	59,782,967	54,624,652.72	1,447,530.89	5,158,314.28	91.4%

\*\* END OF REPORT - Generated by Julie Henze \*\*

**MANAGER'S REPORT - C  
NO BACK UP MATERIALS**

**MANAGER'S REPORT - D  
NO BACK UP MATERIALS**

**MANAGER'S REPORT - E  
NO BACK UP MATERIALS**

# MANAGER'S REPORT – F BACK UP MATERIALS



60 COMMUNITY DRIVE  
AUGUSTA, MAINE 04330-9486  
(207) 623-8428  
www.memun.org

To: MMA's Key Municipal Officials

From: Stephan Bunker, President, Maine Municipal Association

Date: May 2, 2016

Re: Nominations to MMA's Legislative Policy Committee

---

This memo begins the process of electing 70 dedicated municipal officials to serve on MMA's Legislative Policy Committee (LPC) over the next two-year period. Given the importance of this Policy Committee to MMA's overall mission, I urge you to help us identify nominees for service during the 2016-2018 biennium.

The LPC brings elected and appointed officials together from towns and cities across the state. According to its by-laws, the purpose of the LPC is "*to define municipal interests and to maximize those interests through effective participation in the legislative process.*" Operating something like a town meeting, the LPC establishes MMA's public policy positions on all matters of direct and statewide municipal interest for representation in the State House. The LPC meets at the MMA building in Augusta once a month during the first several months of each legislative session.

After the next LPC is elected, its first task will be to develop MMA's legislative agenda for submission to the Legislature in January 2017. Beginning in early 2017 the LPC will meet to determine MMA's position on all municipally-related legislation submitted by the Governor and legislators. MMA's legislative staff advocates for the positions established by the LPC.

The membership of the LPC tends to be a mixture of seasoned veterans, who bring an extraordinary depth of experience to the table, and new members with fresh concerns and insights. Speaking as a former Chair of the LPC, it is my observation that the debates and decision-making accomplished by this Committee often include public policy discussions of the highest caliber. The results certainly help establish MMA's credibility in the Maine legislative process.

A Nomination Form is enclosed. Two municipal officials are elected from each of Maine's 35 Senate Districts. What follows is background information on the process of election, and the suggested time commitment to serve.

**Background Information.** Any elected or appointed municipal official holding office in any MMA member community is eligible to serve on the Committee. There are two seats on the LPC for each State Senate District. Members serve two-year terms, representing their own community and the other municipalities in their Senate District.

LPC activities require a time commitment of approximately ten hours a month during legislative sessions (i.e., during the first 4 months of each calendar year) which includes attendance

at the monthly meeting and contacts with other communities and legislators in the district as issues arise. The LPC is also engaged in the development of MMA's legislative agenda during the fall and early winter of each even-numbered year, which typically involves at least one additional meeting in Augusta. All mileage expenses are reimbursed. MMA's strength as a municipal advocate depends on the active help of a dedicated LPC membership.

More information about MMA's Legislative Policy Committee and the Association's entire advocacy program can be found at the Legislative/Advocacy link at MMA's website <http://www.memun.org/LegislativeAdvocacy/TheLPCHandbook.aspx>. In particular, the *LPC Handbook* describes the Association's overall policy development process and procedures in more detail.

### **Nomination Process**

Your municipality is entitled to nominate a representative to the LPC.

- The nominee may be either elected or appointed, but must be serving currently as a municipal official.
- You may nominate any municipal official from any member town or city within your Senate/LPC District; you do not have to nominate someone from your municipality.
- The names and brief bios of all municipal officials properly nominated will appear on the LPC ballot, which will be distributed on June 23<sup>rd</sup>.

### ***Nominee Profile***

Because the municipal officers may not be familiar with a nominee from another municipality, a brief description of each nominee who completes the enclosed **Nominee Profile Sheet** will be provided with the ballots that are distributed in late June. Please make sure that the person you nominate has a chance to complete the Nominee Profile Sheet and that it is returned to MMA with the Nomination Form.

### **Deadline for Submitting Nomination**

- ✍ The Chairman of your Board of Selectman, Council or Assessors (the "nominator") *and the nominee* must sign the nomination form for it to be valid.
- ☒ The form must be returned to MMA by 5:00 p.m. on June 21, 2016, to be counted. Ballots will be mailed out immediately after the nomination process closes, so make sure the nomination form is received by MMA by that deadline. Please return the nomination form to **Laura Ellis** at MMA either by mail (60 Community Drive, Augusta, Maine, 04330), by FAX (624-0129) or by email ([Lellis@memun.org](mailto:Lellis@memun.org)).

If you have any questions, please call MMA's State and Federal Relations staff at 1-800-452-8786 or 623-8428.

# NOMINATION FORM

Maine Municipal Association's  
**Legislative Policy Committee**  
July 2016 to June 2018

**Senate District 24** (*Brunswick appoints 1 LPC Member*)

Brunswick  
Freeport

Harpswell  
North Yarmouth

Pownal

The municipal officers of \_\_\_\_\_ hereby nominate:  
*Print name of your municipality*

Nominee: \_\_\_\_\_  
*Print name of Nominee*

Nominee's municipality: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Signature of Nominator*

\_\_\_\_\_  
*Print name of Nominator*

## Consent

I agree to accept the nomination and to serve if elected to the MMA Legislative Policy Committee:

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Signature of Nominee*

**Please return Nomination Form by 5:00 p.m. on June 21, 2016, to:**

Laura Ellis - Maine Municipal Association  
60 Community Drive, Augusta, ME 04330  
FAX: 624-0129

**Nominations received after 5:00 p.m. on June 21, 2016 will not be counted.**

## LPC NOMINEE BIOGRAPHY

**To:** Legislative Policy Committee Nominees

**From:** Maine Municipal Association

**Date:** May 2, 2016

To help municipal officials make an informed choice when they vote for their LPC representatives, we ask nominees to provide some background information regarding their municipal service and why they want to be LPC members. A "nominee profile" is included on the ballot for each nominee who provides us with a profile.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_ **Years in current position:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
(include zip code, please)

**Prior (recent) municipal experience:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Have you served on the LPC before?** No  Yes  If yes, what years? \_\_\_\_\_

**If you have served on any other MMA Committees, please note them:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please indicate your primary issues of concern, and/or reasons for wanting to serve on the LPC:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please give this completed form to your Board of Selectmen/Assessors or Council so that it can be returned with the Nomination Form, or send it directly to Laura Ellis at MMA by June 21<sup>st</sup>:

Maine Municipal Association  
60 Community Drive  
Augusta, ME 04330  
FAX: 624-0129

**Thank You!**

ITEM 72

BACK UP MATERIALS

The Ravens Roost

**TOWN OF BRUNSWICK**

85 Union Street Brunswick, Maine 04011 TEL: (207) 725-6658 Fax: (207) 725-6663

**APPLICATION FOR SPECIAL AMUSEMENT LICENSE**

Please complete:

Type of Business:  Sole Proprietor-Owner's Name: \_\_\_\_\_

Partnership-Partner's Names: \_\_\_\_\_

Corporation-Corporation Name: The Ravens Roost

Incorporation Date: 5/20/11 Incorporation State: Me

New License: Opening Date \_\_\_\_\_  Renewal License

Business Name: Ravens Roost E-Mail: raven.obrien@yahoo.com

Business Address: 103 Pleasant St Business Phone Number: 406-235-9

Name of Contact Person: Raven Wing Contact's Phone Number: 449-9828

Mailing Address for Correspondence: 308 Old Bath Rd Brunswick Me 04011

Signature of Owner, Officer, Partner or Agent: Raven Wing  
Date: 5/26/2016

**Corporations Please Complete:**

Address of Incorporation: 308 Old Bath Rd Brunswick Phone #: 449-9828

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership
<u>Ronald C Wing II</u>	<u>Pres</u>	<u>308 Old Bath Rd</u>	<u>50%</u>
<u>Raven C Wing</u>	<u>Vic</u>	<u>308 Old Bath Rd</u>	<u>50%</u>

**Town Clerk Use Only**

License Fee \$100.00  Paid Advertising Fee \$ 165.36  Paid

Required Approvals:  Finance  Codes/Fire  Council PH Date: 6/20/16

Mailed or Issued Date: \_\_\_\_\_

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment: DJ, Thursdays & some Fridays  
Saturdays Bands, Sunday open mics

Describe in detail the room or rooms to be used under this license:

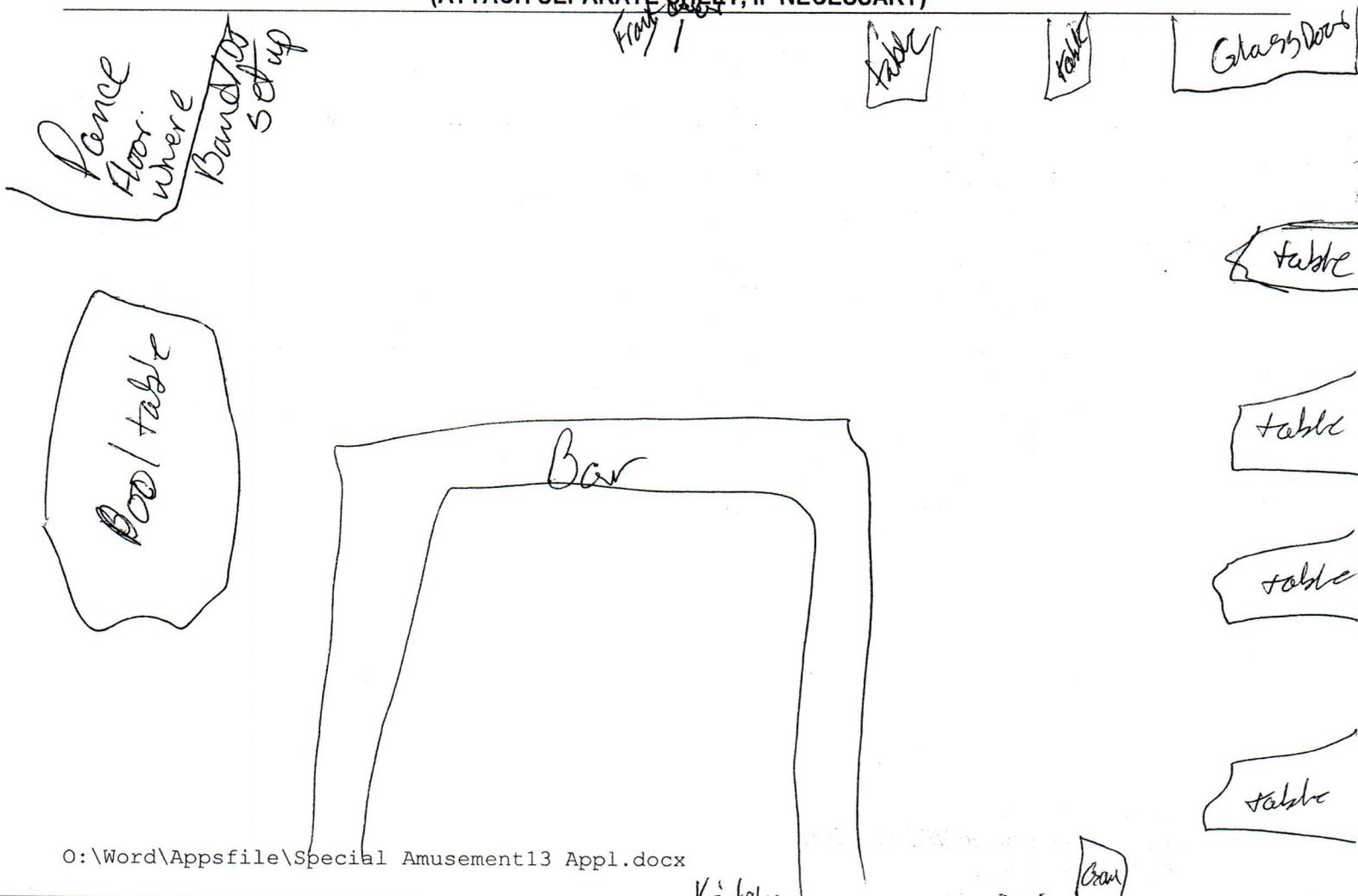
The whole room except for behind the Bar, Its one room right as you walk in the front door. At times in the summer may have events in back parking lot which is roped off and over by 9pm.

During what hours will your live entertainment occur? Thursdays 9-1 Fridays 9-1 Sat 9-1 Sunday 3-7.

Did the Town Council place any specific restrictions on your license over the past three years? If so, what was that restriction? No

### DIAGRAM

(ATTACH SEPARATE SHEET, IF NECESSARY)



Brunswick Hotel  
+ Tavern

**TOWN OF BRUNSWICK**

85 Union Street Brunswick, Maine 04011 TEL: (207) 725-6658 Fax: (207) 725-6663

**APPLICATION FOR SPECIAL AMUSEMENT LICENSE**

Please complete:

Type of Business:  Sole Proprietor-Owner's Name: \_\_\_\_\_

Partnership-Partner's Names: \_\_\_\_\_

Corporation-Corporation Name: Maine & Noble, LLC

Incorporation Date: 11-14-2008 Incorporation State: \_\_\_\_\_

New License: Opening Date \_\_\_\_\_  Renewal License

Business Name: The Brunswick Hotel and Tavern E-Mail: martin@thebrunswickhotelandtavern.com

Business Address: 4 Noble St Business Phone Number: 207-837-6565

Name of Contact Person: Rick Martin Contact's Phone Number: 207-837-6565

Mailing Address for Correspondence: 4 Noble St Brunswick Me 04011

Signature of Owner, Officer, Partner or Agent:  \_\_\_\_\_  
Date: 4/19/16

**Corporations Please Complete:**

Address of Incorporation: 4 Noble St Brunswick Phone #: 837-6565

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership
<u>J. Kelly Koppke, Owner</u>	<u>Owner</u>	<u>4 Noble St. Brunswick, ME 04011</u>	<u>100%</u>

**Town Clerk Use Only**

License Fee \$100.00  Paid Advertising Fee \$ 65.36  Paid

Required Approvals:  Finance  Codes/Fire  Council PH Date: 6/20/16

Mailed or Issued Date: \_\_\_\_\_ June 8 10AM

Clerk Notes:

OVER

**Describe in detail the kind and nature of entertainment:**

Live Music, DJ

**Describe in detail the room or rooms to be used under this license:**

Robinson Room- 1900 sq. feet, meeting room, hotel lobby, outdoor patio

**During what hours will your live entertainment occur?**

7am-10pm

**Did the Town Council place any specific restrictions on your license over the past three years? If so, what were those restrictions?**

None

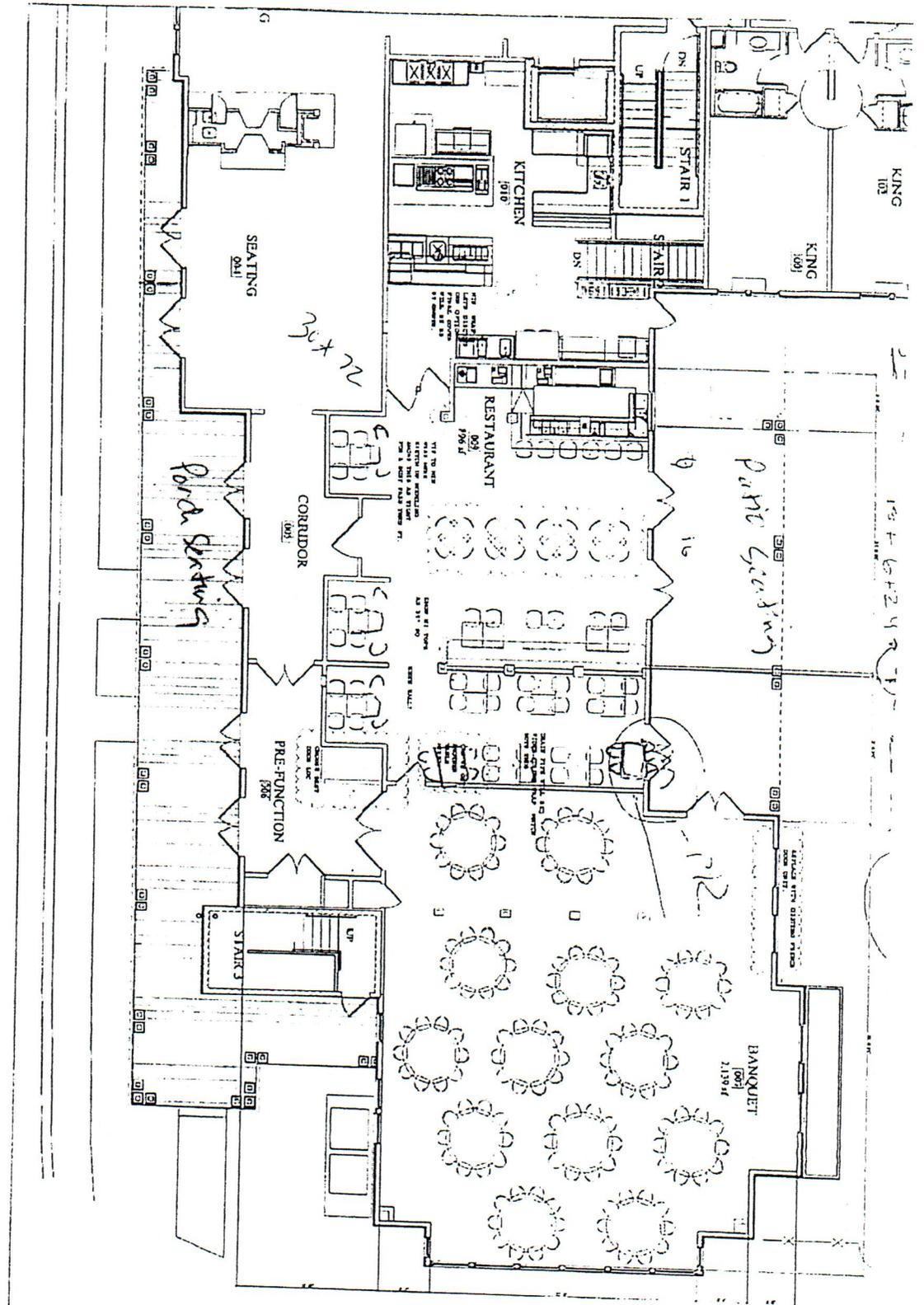
**DIAGRAM**

(ATTACH SEPARATE SHEET, IF NECESSARY)

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*see attached*

# Brunswick Hotel Tavern



Date	24 January 2011	Scale	AS NOTED	Elevation	Project	Architect	Archetype ARCHITECTS 48 Howe Street Portland, Maine 04101 (207) 752-6212 Fax (207) 772-4214	Client	WRIGHT-RYAN CONSTRUCTION, INC. 19 DASH RICH STREET PORTLAND, MAINE	Prepared For	JLR, Dr.
	RESTAURANT CONCEPT PLAN		MAINE STREET STATION INN MAINE STREET BUNKER HILL, MAINE								

ITEM 73, 74 & 75  
BACK UP MATERIALS

# Town of Brunswick, Maine

OFFICE OF THE TOWN MANAGER

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## MEMORANDUM

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**TO:** Town Council

**FROM:** John Eldridge  
Town Manager

**DATE:** June 16, 2016

**SUBJECT:** Timeline and Supporting Documentation for Brunswick Landing TIF Amendments and Midcoast Regional Redevelopment Authority CEA

---

At the June 20, 2016 Town Council meeting, there are two related items requiring several supporting documents. To facilitate the Council's review and discussion of these items, a timeline with related materials follows.

### **June 6, 2016 – Town Council to set Public Hearing for TIF Districts Amendments**

Item 1:

- Town Manager's Memo on the Brunswick Landing TIF District (First Amendment) and Brunswick Executive Airport TIF District (First Amendment)
- Public Hearing Notice (combined notice for both TIF Districts' Amendments)

Item 1.a.:

- Brunswick Landing TIF District First Amendment Council Resolution (draft)
- Brunswick Landing TIF District First Amendment (redlined)

Item 1.b.

- Brunswick Executive Airport TIF District First Amendment Council Resolution (draft)
- Brunswick Executive Airport TIF District First Amendment (redlined)

Item 2.

- Town Manager's Memo on the Midcoast Regional Redevelopment Authority (MRRA) Credit Enhancement Agreement (CEA)
- Midcoast Regional Redevelopment Authority (MRRA) Credit Enhancement Agreement (CEA)
- MRRA CEA Council Order (draft)

### **June 9, 2016 – Publish Public Hearing Notice**

Brunswick Landing TIF District (First Amendment) and Brunswick Executive Airport TIF District (First Amendment) Public Hearing Notice Published - combined notice for both TIF Districts' Amendments

**June 20, 2016 – Town Council to hold Public Hearing for TIF Districts Amendments**

PAGE	Item 1:
3	• Town Manager’s Memo on the Brunswick Landing TIF District (First Amendment) and Brunswick Executive Airport TIF District (First Amendment)
	Item 1.a.:
6	• Brunswick Landing TIF District First Amendment Council Resolution
8	• Brunswick Landing TIF District First Amendment (clean copy)
	Item 1.b.
29	• Brunswick Executive Airport TIF District First Amendment Council Resolution
31	• Brunswick Executive Airport TIF District First Amendment (clean copy)
	Item 2.
53	• Town Manager’s Memo on the Midcoast Regional Redevelopment Authority (MRRA) Credit Enhancement Agreement (CEA)
54	• Midcoast Regional Redevelopment Authority (MRRA) Credit Enhancement Agreement (CEA)
74	• MRRA CEA Council Order

All materials related to the TIF Amendments and MRRA CEA were publicly available have been available. The Public Hearing notice was published in the *Times Record* on June 9, 2016. As the Town Council voted not to hold a July 5<sup>th</sup> meeting, it may wish to consider voting to adopt the two Resolutions at the June 20, 2016 meeting since the next regular Town Council meeting will not take place until July 18, 2016.

# Town of Brunswick, Maine

## OFFICE OF THE TOWN MANAGER

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### MEMORANDUM

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**TO:** Town Council

**FROM:** John Eldridge  
Town Manager

**DATE:** June 1, 2016

**SUBJECT:** Brunswick Landing TIF District (First Amendment)  
Brunswick Executive Airport TIF District (First Amendment)

---

#### ***Background***

In March 2013, the Town designated two TIF districts to assist with the redevelopment of the former Naval Air Station Brunswick (“NAS Brunswick” or “NASB” or the “Base”):

- (1) 542-acre Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”).
- (2) 146-acre Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District (the “Executive Airport District”)

At that time, the TIF districts were only designated geographically. Implementation of the TIF districts required the adoption of development programs and the Town wanted additional time to develop comprehensive programs that would be designed to foster a broad range of economic redevelopment activity at the former NASB. The Town subsequently completed those development programs and submitted them to the Department of Economic and Community development (“DECD”) for approval. By separate letters dated October 24, 2013, DECD issued full approval of the two TIF Districts and the development programs.

In April 2011, the Midcoast Regional Redevelopment Authority (“MRRRA”) entered into a lease agreement with Kestrel Aircraft Company, Inc. for a portion of property located at Brunswick Executive Airport. That property was later included within the property designated as the Executive Airport District. Among other things, the Kestrel lease provided that the leased premises must be used exclusively for aeronautical purposes as defined in 6 M.R.S. § 3(2).

On April 1, 2012, MRRRA applied to the Town for tax-exempt status for a portion of Hangar 6 covered by the Kestrel Lease, asserting that MRRRA’s ownership of the property and Kestrel’s use of the property qualified the property for the property tax exemption for public airports set forth in 36 M.R.S. § 651(1)(F). The Town disagreed with MRRRA’s position and did not grant a tax exemption. The Town issued tax bills to MRRRA for the portion of Hangar 6 subject to the Kestrel Lease and MRRRA paid the taxes in full for both years. However, MRRRA continued to dispute the tax status of that portion of Hangar 6 subject to the Kestrel Lease.

In April 2014, MRRRA filed a declaratory judgment lawsuit in the Maine Superior Court against the

Town and the Town's Assessor. In the lawsuit, MRRA asked the Court to, among other things, determine that MRRA was entitled to a tax exemption pursuant to 36 M.R.S. § 651(1)(F), order the Town to refund the taxes MRRA paid in 2012 and 2013 related to the portion of Hangar 6 leased by Kestrel, and issue an injunction directing the Town's Assessor to classify the portion of Hangar 6 leased by Kestrel as tax exempt pursuant to 36 M.R.S. § 651(1)(F).

Despite the pending lawsuit, the Town and MRRA continued to try to resolve their differences regarding the tax status of Hangar 6 and continued to work together in an effort to foster the redevelopment of the former NAS Brunswick. Toward that end, in October 2015, the Town and MRRA entered into a Memorandum of Agreement (the "MOA"), in which the Town agreed to pursue certain amendments to the Development Programs for the TIF Districts, including a new allocation of TIF Revenues, and the Town agreed to negotiate and enter into a credit enhancement agreement with MRRA (the "CEA") to memorialize the new allocation of TIF Revenues. For its part, MRRA agreed in the MOA that it would not appeal any future decisions of the Town regarding the taxable status of property located within the Executive Airport District, and it would include language in its leases prohibiting MRRA's lessees from challenging the Town's interpretation and application of the tax exemption set forth in 36 M.R.S. § 651(1)(F). MRRA further agreed to dismiss its pending lawsuit after the TIF amendments receive final approval from DECD and after the CEA is fully executed.

### ***First Amendment Highlights***

The purpose of these First Amendments to the Brunswick Landing District and the Brunswick Executive Airport (collectively the "TIF Districts") is to implement the relevant terms set forth in the MOA that relate to the TIF Districts.

The First Amendment is designed to modify the development programs to:

- (1) Articulate the history that necessitated the amendments;
- (2) Confirm the Town's intent to administer together, the Brunswick Landing District and Executive Airport District;
- (3) Provide for minor modifications regarding eligible road improvement activities;
- (4) Add the following - Item 7. General Economic Development, Item 8. Recreational Trails, and Item 9. Road and Infrastructure Improvements within and adjacent to Brunswick Landing;
- (5) Increase the cap available to MRRA from \$12 million to \$15 million; and,
- (6) Allocate TIF revenues according to the chart as shown as Table 2.

### ***Public Hearing Requirement***

As was required in the initial designation and adoption of the districts, approval of the amendments requires a public hearing, adoption by the Town Council, and subsequent approval by DECD. Therefore, the request of the Town Council is to set a separate public hearing on June 20, 2016 for:

Memo to Town Council  
Amendments to Brunswick Landing and  
Brunswick Airport TIF Districts  
June 1, 2016  
Page 3 of 3

- (1) the First Amendment for the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District; and
- (2) the First Amendment for the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District.

Shana Cook Mueller from Bernstein Shur assisted with the preparation of these amendments and will attend the public hearing. We look forward to addressing your questions.

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

**Adopting the First Amendment of the Brunswick Landing II Municipal Development  
and Tax Increment Financing District Omnibus Development Program**

**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 Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program (the “District”) and to adopt a Development Program Amendment for the District (the “Development Program Amendment”); 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 2011 closure of NAS Brunswick created 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**, the Town designated the District on March 18, 2013 to ensure that any new taxable value located in the District would be captured in a tax increment financing (“TIF”) district and the Maine Department of Economic and Community Development (the “Department”) issued a conditional approval of the District effective as of March 29, 2013; and

**WHEREAS**, the Town adopted a Development Program for the District on July 29, 2013 in order to capture the value of the real property improvements made within the District, and to enable the use of TIF Revenues for various municipal and other economic development projects, and the Maine Department of Economic and Community Development (the “Department”) issued a full approval of the District and the Development Program effective as of October 24, 2013; and

**WHEREAS**, amending the Development Program for the District will help to continue 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 June 20, 2016, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town, on the question of adopting the Development Program Amendment for 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 adoption of the Development Program Amendment, if any; and

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

**WHEREAS**, it is expected that approval will be sought and obtained from the Department, approving the Development Program Amendment.

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

**Section 1.** Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town Council hereby adopts the Development Program Amendment, 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 Amendment for the District.

**Section 2.** 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 Amendment.

**Section 3.** The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program Amendment to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226(2).

**Section 4.** The foregoing adoption of the Development Program Amendment shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the Development Program Amendment by the Department, without requirement of any further action by the Town, the Town Council, or any other party.

**Section 5.** 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 related to the Development Program Amendment as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Development Program Amendment by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in adopting the Development Program Amendment.

**Section 6.** This Resolution shall take effect immediately upon adoption.

Proposed to Town Council:      June 6, 2016  
Public Hearing:                      June 20, 2016  
Adopted by Town Council:      \_\_\_\_\_

**ECONOMIC DEVELOPMENT  
BRUNSWICK, MAINE**

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

---

**FIRST AMENDMENT TO  
BRUNSWICK LANDING II MUNICIPAL DEVELOPMENT AND  
TAX INCREMENT FINANCING DISTRICT OMNIBUS DEVELOPMENT PROGRAM**

---

*Presented to:*

**TOWN OF BRUNSWICK**

**DATED:** \_\_\_\_\_

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**SCHEDULES AND EXHIBITS:**

***Schedules:***

- 1 October 24, 2013 DECD Approval Letter Approving the Town’s Designation of the Brunswick Landing II Municipal TIF District and the omnibus development program for the District.

***Exhibits:***

- A TIF District Maps
- B Statutory Requirements & Thresholds
- C Assessor’s Certificate of Original Assessed Value
- D-1 TIF Revenue Projections
- D-2 Tax Shift Projections
- E-1 Public Hearing Notice for First Amendment
- F-1 Public Hearing Minutes for First Amendment
- G-1 Town Council Resolution for First Amendment
- H Exhibit A to Memorandum of Agreement Showing Hangars 4, 5 & 6
- I Definition of “Aeronautical Business”

## **I. Introduction**

### **A. Midcoast Regional Redevelopment Authority**

On August 24, 2005, the Federal Base Realignment and Closure (“BRAC”) Commission voted eight to one to close Naval Air Station Brunswick (“NAS Brunswick” or “NASB” or the “Base”) and move its aircraft operations to Jacksonville, Florida. The 79-acre Topsham Annex located in Topsham, Maine was also included as part of the closure. On September 15, 2005, the final list was approved by the President of the United States. By law, both properties were required to close before September 15, 2011. For the Town of Brunswick, the Town of Topsham, Cumberland and Sagadahoc counties, and the State of Maine, that decision was the culmination of an intense process and significant community effort to keep the facility open to maintain an employment base of over 5,200 military and civilian personnel.

NAS Brunswick was built as a multi-purpose campus that has changed over many years to serve a variety of purposes. It has been an airport since its initial development in the late 1930s, built on the site of a municipal airfield. Its primary mission has been to house and maintain various patrol aircraft and other Navy aviation and non-aviation activities. The base is considered both an industrial facility where aircraft were hangared, maintained and flown, as well as a support facility with offices, retail buildings, housing and ancillary uses associated with a relatively self-contained operation. In total there are over 200 buildings totaling over 1.75 million square feet on the Base; forty of which buildings would be considered significant facilities.

The closure of NAS Brunswick represents one of the largest single employer relocations or closings in the history of the state. The State Planning Office conducted an assessment of impact closure and revised the state gross product projection for 2015 downward by \$390 million, cutting the projected growth rate from two to approximately one percent. They also revised the state population growth downward by 7,400 as a result of the base closure. Projected state personal income was also reduced by \$370 million. Revenues to the State of Maine are also expected to be reduced by some \$20 million.

In other economic displacement events such as plant closings, most individuals continue to live in the community, albeit with reduced income, and they still contribute to the economy, have children in local schools, and participate in the activities of the community. In the case of a base closure and realignment, however, an entire segment of the population leaves the area, which increases vacancy rates and eliminates millions of dollars spent in the local economy on everything from housing, food, transportation and energy costs, to professional services and entertainment.

The impact of the closure is so large that the Maine Legislature created the Midcoast Regional Redevelopment Authority (“MRRA”) for the purpose of managing the transition of this large military facility back into the fabric of the region and to support the rapid and successful redevelopment of NAS Brunswick. MRRA is a public municipal corporation. While MRRA has many of the powers of a municipality, it does not have taxing jurisdiction over the property located within NAS Brunswick. See 5 M.R.S.A. § 13083-I(1). Thus, in order to use municipal tax increment financing (“TIF”) as an economic development tool to aid in the redevelopment of

NAS Brunswick, MRRA must work cooperatively with the Town of Brunswick (the “Town”) in order to create and use the tax revenues generated by the captured assessed value in the TIF districts (the “TIF Revenues”) to foster and/or fund the desired redevelopment activities.

## **B. MRRA’s Request for Tax Increment Financing Assistance**

In the fall of 2011, MRRA presented the Town with a request for tax increment financing assistance at NAS Brunswick as part of a larger project to redevelop the 1.7 million square feet of industrial, commercial and professional office space at NAS Brunswick. MRRA’s mission is to facilitate the rapid redevelopment of the Base properties in order to realize full build-out of Brunswick Landing in accordance with the adopted Reuse Master Plan for NAS Brunswick (the “Reuse Master Plan”). MRRA specifically requested that the Town create a tax increment financing district around the area formerly known as the cantonment area at the Base, which will be developed into professional office space to 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 for NAS Brunswick. These targeted industries include: composite manufacturing, information technology, alternative energy development, research, development and manufacturing and tourism and convention businesses in the Midcoast region. Having this area in a TIF district will facilitate MRRA’s efforts to redevelop the Base by allowing MRRA to seek funding from the Town for assistance in its efforts to redevelop the Brunswick Landing portion of the NAS Brunswick.

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

Following extensive TIF-related discussions with MRRA and actively considering how best to maximize the Town’s ability to assist in the redevelopment of the NAS Brunswick through the use of tax increment financing, in March 2013 the Town designated two TIF districts to assist with the redevelopment of the Base: (1) the 146-acre Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District (the “Executive Airport District”) and (2) a 542-acre Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District (the “Brunswick Landing District” or the “District”) (collectively the “TIF Districts”). At that time, the Town wanted to take more time to flesh out a comprehensive development program that would be designed to foster a broad range of economic redevelopment activity at the former NASB, so the TIF Districts were designated without a development program.

By separate letters dated March 29, 2013, the Maine Department of Economic and Community Development (“DECD”) issued conditional approvals of the Town Council’s designation of the TIF Districts after a public hearing held on March 4, 2013, and a vote of the Council held on March 18, 2013. By separate letters dated October 24, 2013, DECD issued full approval of the two TIF Districts and the development programs for those Districts. Attached hereto as Schedule 1 is a copy of the DECD Approval letter for the Brunswick Landing District and the development program for the District.

## **D. Dispute Regarding Tax Exemption for Municipal Airports**

In April 2011, MRRA entered into a lease agreement with Kestrel Aircraft Company, Inc. for property located at the Base, which property was later included within the property designated as the Executive Airport District. On the same date, Kestrel Aircraft Company, Inc. entered into a sublease with Kestrel Brunswick Corporation (both Kestrel entities are collectively “Kestrel”) for the same land area and the same terms as the primary lease (the lease and sublease are collectively the “Kestrel Lease”). The property subject to the Kestrel Lease includes just over half of a large aircraft hangar known as Hangar Number Six (“Hangar 6”), use of the tie-down area adjacent to Hangar 6, non-exclusive use of the runways, taxi-ways and aprons and other conveniences for the take-off, flying and landing of aircraft, and an area for parking motor vehicles. The Kestrel Lease, among other things, provided that the leased premises must be used exclusively for aeronautical purposes as defined in 6 M.R.S. § 3(2).

On April 1, 2012, MRRA applied to the Town for tax exempt status for the area of Hangar 6 covered by the Kestrel Lease, asserting that MRRA’s ownership of the property and Kestrel’s use of the property qualified the property for the property tax exemption for public airports set forth in 36 M.R.S. § 651(1)(F). The Town disagreed with MRRA’s position and did not grant a tax exemption for the portion of Hangar 6 subject to the Kestrel Lease. The Town issued tax bills to MRRA for the portion of Hangar 6 subject to the Kestrel Lease in the amount of \$114,114 for the Town’s 2012 tax year and \$123,700 for the Town’s 2013 tax year. MRRA paid the taxes in full for both years. The parties, however, continued to dispute the tax status of the portion of Hangar 6 subject to the Kestrel Lease.

In April 2014, MRRA filed a declaratory judgment lawsuit in the Maine Superior Court against the Town and the Town’s Assessor (the “lawsuit”). In the lawsuit, MRRA asked the Court to, among other things, determine that MRRA was entitled to a tax exemption pursuant to 36 M.R.S. § 651(1)(F), order the Town to refund the taxes MRRA paid in 2012 and 2013 related to the portion of Hangar 6 leased by Kestrel, and issue an injunction directing the Town’s Assessor to classify the portion of Hangar 6 leased by Kestrel as tax exempt pursuant to 36 M.R.S. § 651(1)(F).

Despite the pending lawsuit, the Town and MRRA have continued to try to resolve their differences regarding the tax status of Hangar 6 and continued to work together in an effort to foster the redevelopment of the former NAS Brunswick. Toward that end, in October 2015, the Town and MRRA entered into a Memorandum of Agreement (the “MOA”), in which the Town agreed to pursue certain amendments to the Development Programs for the TIF Districts, including a new allocation of TIF Revenues, and the Town agreed to negotiate and enter into a credit enhancement agreement with MRRA (the “CEA”) to memorialize the new allocation of TIF Revenues. For its part, MRRA agreed in the MOA that it would not appeal any future decisions of the Town regarding the taxable status of property located within the Executive Airport District, and it would include language in its leases prohibiting MRRA’s lessees from challenging the Town’s interpretation and application of the tax exemption set forth in 36 M.R.S. § 651(1)(F). MRRA further agreed to dismiss its pending lawsuit after the TIF amendments receive final approval from DECD and after the CEA is fully executed.

The purpose of this First Amendment to the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District Development Program is to implement the relevant terms set forth in the MOA that relate to the Development Program for the Brunswick Landing District.

## **II. Development Program Narrative**

### **A. The Development Program**

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”). The Town’s designation of the District combined with the adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District, and enable the use of TIF Revenues for various municipal and other economic development projects. The Development Program will run for the same 30-year period as the District designation.

It is the Town of Brunswick’s intent to administer the Development Programs for the Executive Airport District and the Brunswick Landing District together. The Town will capture one hundred percent (100%) of the new real property value located in both TIF Districts. The Town will retain, in aggregate fifty percent (50%) of the TIF Revenues generated within the two TIF Districts. The Town will set aside the remaining fifty percent (50%) of the aggregate TIF Revenues from the two TIF Districts in order to make those TIF Revenues available to MRRA and future developers (when this word is used in this document it includes both developers and companies) by application to the Town through the use of CEAs and/or other reimbursement agreements. Payments to MRRA and future developers would most likely, but not necessarily, be made through future credit enhancement agreements, all as further described in this Development Program in Section IV – Financial Plan.

By adopting this Development Program, the Town embarks upon the final step in creating a TIF district that will significantly contribute to MRRA’s and the Town’s efforts to maximize the benefits achieved through the redevelopment of the NAS Brunswick. It will also underscore Brunswick’s growing reputation as a commercial hub and desirable place in which to locate a business; promote additional economic development in Brunswick by extending the possibility of credit enhancement arrangements between the Town and future developers.

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

- Maintain existing tax revenues;
- Enjoy enhanced future tax revenues generated by new development within the District spearheaded by MRRA in conformance with the Reuse Master Plan;
- Create long-term, stable employment opportunities for areas residents;

- Assist MRRA in attracting businesses and promoting the economic viability and sustainability of the general economy of the Town, the Midcoast Maine region and the State of Maine.

Thus, 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 wellbeing of both the Town and the Midcoast Maine Region by providing jobs, contributing to property taxes and diversifying the region's economic base.

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). Since MRRA is also a tax exempt entity, there will not be any new taxable value in the District until new taxable value is created in the District as a result of MRRA's and the Town's successful redevelopment efforts. This tax shift benefit will mitigate the adverse effect 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 shift benefit is shown as Exhibit D-2 attached hereto.

## **B. The Projects**

### **1. Municipal Projects**

Development within the 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. Additionally, because of the unique economic impacts the Town is encountering and will continue to encounter as a result of the closure and redevelopment of the former base, the Town will use a portion of its TIF Revenues for debt-service payments on school construction and/or renovation bonds.

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 the former 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 3,300 acres and 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, MRRA 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 13 fire department vehicles, 3 of which are ambulances. The ambulances are 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. 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.

As a direct result of the closure of the Base, the Town of Brunswick's pupil count has dropped radically and precipitously, which has resulted in a massive reduction of school funding aid from the State of Maine to the Town. Additionally, with the prospect of significant future redevelopment at the Base, the Town stands to lose substantial amounts of future aid for education, which is expected to compound an already untenable funding situation for Brunswick's School Department. Because of the unique situation created by the Base closure and the regional effort to redevelop the Base, the Town stands to bear the brunt of a massive and unsustainable drop in school funding aid from the State. In light of this unique situation, the Town will use TIF funds to pay debt-service on school construction and/or renovation bonds to improve the schools used by residents of the Town of Brunswick in order to make the former Base more attractive for commercial redevelopment. While the Town is fully committed to fostering redevelopment of the Base with TIF Revenues, in order to be in a position to provide TIF funding to MRRA and future developers in the District without suffering further adverse impacts, the Town needs to retain a portion of the TIF funds for school construction and/or renovation. Thus, Brunswick's school funding crisis is directly related to the closure of the former Base and is exacerbated by the redevelopment of the Base with TIF Revenues.

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**

**Notes:**

\* Items #7, 8 and 9 are new projects added in 2016 as part of the First Amendment to the Executive Airport and Brunswick Landing TIF Districts.

\* The TIF Revenues from these Districts 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 the Districts. The project cost estimates are reflective of the estimated total cost for each project, each of which is common to the Brunswick Executive Airport TIF District (the cost estimates do NOT reflect only half of the total project cost).

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
1.	<p><u>Road Improvements:</u> The Town will use TIF funds to improve and maintain Town-owned roads and streets (improvements and maintenance includes but is not limited to paving, reconstruction and storm water work) 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.</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) and (B)(2)</p>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
2.	<p><b>Public Safety Improvements:</b> 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>
3.	<p><b>Downtown TIF Projects:</b> 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>
4.	<p><b>Brunswick Downtown Association:</b> 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>
5.	<p><b>Professional &amp; Administrative Costs:</b> 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 any credit enhancement agreements related to this development program, 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>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
6.	<p><u>School Construction/Renovation</u>: As a direct result of the closure of the Base, the Town of Brunswick’s pupil count has dropped radically and precipitously, which has resulted in a massive reduction of school funding aid from the State of Maine to the Town. Additionally, with the prospect of significant future redevelopment at the Base, the Town stands to lose substantial amounts of future aid for education, which is expected to compound an already untenable funding situation for Brunswick’s School Department. Because of the unique situation created by the Base closure and the regional effort to redevelop the Base, the Town stands to bear the brunt of a massive and unsustainable drop in school funding aid from the State. In light of this unique situation, the Town will use TIF funds to pay debt-service on school construction and/or renovation bonds to improve the schools used by residents of the Town of Brunswick in order to make the former Base more attractive for commercial redevelopment. While the Town is fully committed to fostering redevelopment of the Base with TIF Revenues, in order to be in a position to provide TIF funding to MRRA and future developers in the District without suffering further adverse impacts, the Town needs to retain a portion of the TIF funds for school construction and/or renovation. Thus, Brunswick’s school funding crisis is directly related to the closure of the former Base and is exacerbated by the redevelopment of the Base with TIF Revenues.</p>	<p>\$2,000,000/year              \$40,000,000            (total 20 years)</p>	<p>30-A M.R.S.A. §            5225(1)(B)</p>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
7.	<p><u>General Economic Development:</u> The Town will use TIF funds on a broad array of projects and programs to promote economic development throughout the Town and to fund the marketing of the municipality as a business or arts location, including:</p> <ul style="list-style-type: none"> <li>a) Support economic development staffing and professional services at the municipal level (including salaries of economic development staff and prorated salaries of other municipal staff who may be called in to provide economic development services as well as prorated professional services costs and fees);</li> <li>b) Participate in regional marketing campaigns to promote Brunswick as a business destination and a tourist destination;</li> <li>c) Establish/support permanent economic development revolving loan funds, investment funds and grants, likely through the the local economic development corporation (currently, the Brunswick Development Corporation) and primarily related to business start-up and expansion costs;</li> <li>d) Create a discretionary reserve fund to be used as the local match for state and federal economic development grants for projects that would otherwise be permissible to be funded under this development program as well as the following: <ul style="list-style-type: none"> <li>o Local match for grants to fund transit service capital costs associated with a new or expanded transit service (in the case of funding a contract provider of transit services, a prorated portion of such contract relating to capital costs of the services as opposed to operating costs).</li> <li>o Local match for grants to fund costs of improvements made within the tax increment financing district;</li> </ul> </li> <li>e) Provide funds to support the Town’s business expansion and recruitment efforts through the enhancement of the Town’s technology systems such as updating and improving the Town’s geographic information system (“GIS”), and upgrading computers and assessing software;</li> <li>f) Promote the identity and branding of the Town as a place to do business and as a tourist destination through investments such as signage and streetscapes; and,</li> <li>g) Support economic studies and environmental studies and improvements of properties within the Town of Brunswick to determine and help realize their most effective commercial or arts district use.</li> </ul>	<p>\$500,000/year (for 30 years)</p> <p>\$15,000,000 (total for 30 years)</p>	<p>30-A M.R.S.A. §§ 5225(1)(A)(4), (1)(C)(1),(C)(2), &amp; (C)(3)</p> <p>With respect to 7(d): 30-A M.R.S.A. §§ 5230, 5225(1)(A) &amp; (C)(7)(a)</p>



## **2. Base Redevelopment Projects**

### ***a. MRRA Projects***

MRRA has included the use of TIF Revenues in its business plan since the beginning of the Base redevelopment planning process. MRRA plans to use TIF Revenues for essential new physical infrastructure investment, to repair and/or replace existing infrastructure, and to facilitate physical improvements necessary to maintain the property and attract businesses. The costs associated with these MRRA projects would be authorized project costs pursuant to 30-A M.R.S.A. § 5225(1)(A) for Tier I projects located within the District. As stated above, it is the Town of Brunswick's intent to administer the Brunswick Landing and Executive Airport Development Programs together to facilitate MRRA's ability to fund these projects in whole or in part with TIF Revenues.

### ***b. \$15 Million Cap on TIF Funding Available to MRRA***

While the Town is willing to support MRRA's redevelopment efforts with TIF Revenues, the Town is placing a maximum limit on the TIF Revenues it will make available to MRRA. The Town will make up to a cap of \$15 million available to MRRA from the aggregate fifty percent (50%) of TIF Revenues allocated for Base Redevelopment from the Brunswick Landing and Executive Airport Districts. The Town expressly is not guaranteeing \$15 million in TIF Revenues to MRRA. The Town intends to count against this \$15 million cap the \$200,000 in TIF Revenues that the Town paid to MRRA in October 2015. Further, in the event that subsequent legislative action or judicial interpretation result in the Town changing its interpretation and application of the property tax exemption set forth in 36 M.R.S. § 651(1)(F) causing the values of Hangars 4, 5, and 6 to become tax exempt, the \$15 million cap shall be reduced to correspond to the dollar amount of the property tax exemption over the remaining life of the Executive Airport District, with such amount to be determined by the Town.

### ***c. Other Future Developers***

In addition to any TIF appropriations the Town may make to MRRA, the Town also intends to consider other types of TIF agreements with businesses and other entities to facilitate further development and job growth within the Brunswick Landing and the Executive Airport Districts. Any future TIF agreements of this type will be funded from the fifty percent (50%) of new TIF Revenues allocated for Base Redevelopment, and will be considered independently and as a separate use from any approved dollar appropriation for the infrastructure needs of MRRA.

### ***d. Application Process of TIF Funding***

Thus, in order to help foster the economic redevelopment of the Base, the Town intends to make up to fifty percent (50%) of the combined TIF Revenues from both TIF Districts available by application to MRRA and to future developers who may wish to locate within either of the TIF Districts. In order to obtain TIF funding for its redevelopment projects, MRRA and any future developers that may wish to seek TIF funding for their development projects, will need to apply to the Town for funding for specific projects using the application process

prescribed by the Town at the time of the request. The Town Council will consider all requests for TIF funding on a case-by-case basis.

### **C. Strategic Growth and Development**

By creating the Executive Airport and Brunswick Landing Districts, the Town is able to capitalize on the momentum of MRRA's efforts and maximize the economic redevelopment potential of the TIF Districts by streamlining the process for future businesses seeking to locate within either of the Districts. Rather than navigating the lengthy process and significant expense to designate a new TIF district each time a new developer investigates locating its business on the former NAS Brunswick, with the TIF Districts already in place, the Town can immediately focus on negotiating and finalizing credit enhancement agreements that will meet the needs of MRRA individual developers and the Town. These future credit enhancement agreements may provide for reimbursement of up to fifty percent (50%) of taxes paid on captured assessed value created by such developers within the TIF Districts and within sole Town Council discretion. Having the TIF Districts in place will greatly enhance the marketability and development potential for commercial and industrial use of properties within the TIF Districts.

### **D. Improvements to the Public Infrastructure**

As further set forth in Table 1, the Town will use certain TIF Revenues for road improvements that are directly related to and made necessary by the redevelopment of the former NASB.

### **E. Operational Components**

#### **1. Public Facilities**

The Town plans to use a portion of the TIF Revenues to fund certain projects approved within the existing Downtown TIF District and to fund school construction and/or renovations.

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

At this time, no commercial improvements will be financed through the Development Program. The Town may, in the future, share a percentage of the TIF Revenues with future developers pursuant to the terms of such CEAs that may be negotiated with such developers.

#### **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

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. Physical Description

Note that the details in this Article III address the conditions for approval contained in 30-A M.R.S.A. § 5223(3). The 542-acre District is shown on Exhibit A. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

## IV. Financial Plan

The Town shall allocate all TIF Revenues collected by the Town since April 1, 2013 consistent with the provisions set forth in this First Amendment to the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District Development Program. The Town will capture one hundred percent (100%) of the increased assessed value of the real property located within the District for the duration of the 30-year term of the District. Personal property tax value will not be captured within the District.

Upon each payment of real property taxes for property located inside the District, the Town will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner and in the order provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund will consist of a development sinking fund account (the "Sinking Fund Account"), and a project cost account (the "Project Cost Account") that will have subaccounts for the Town and for Base Redevelopment. From the Development Program Fund, the Town will deposit: (a) fifty percent (50%) of the TIF Revenues into the Town's Sinking Fund Account and/or the Town's subaccount of the Project Cost Account to be used to fund the projects listed in Table 1; and (b) an amount of TIF Revenues to the Base Redevelopment subaccount as set forth immediately below in Table 2:

**TABLE 2**  
**Allocation of TIF Revenues from both TIF Districts**

	<b>Town Allocation of TIF Revenues</b>	<b>Base Redevelopment Allocation of TIF Revenues</b>
<b>Executive Airport District:</b>		
TIF Revenues generated by “ <u>aeronautical business</u> ” tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit H) Note: “Aeronautical business” is defined in Exhibit I.	0%	100%
TIF Revenues generated by all other (i.e., not “ <u>aeronautical business</u> ”) tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively), and all other properties with the Executive Airport District.	50%	50%
<b>Brunswick Landing District:</b>	75%	25%
<b>Either TIF District:</b>	Variable amount on an annual basis to be determined, and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.	

The TIF Revenues deposited into the Base Redevelopment subaccount of the Project Cost Account will be available to MRRA and future developers by application to the Town, using the process set forth above in Section II.B.2.d. Payments to any future developers would most likely, but not necessarily be made through future credit enhancement agreements.

Periodically, and pursuant to the terms of any applicable credit enhancement agreement, any TIF Revenues that remain deposited in the Base Redevelopment subaccount of the Project Cost Account that are not allocated to either MRRA or a developer will revert back to the Town’s subaccount of the Project Cost Account. All assessed real property value captured in the District will be added to the general tax rolls at the end of the TIF term.

Estimates of the increased assessed property values of the District, the anticipated TIF Revenues generated by the District, and the estimated tax shifts are shown in Exhibits D-3 and D-2, respectively.

## **A. Costs and Sources of Revenues**

Private improvements will result in the captured assessed value that will generate Tax Increment Revenues. The current and future developers owning or leasing properties located within the District will pay for and/or finance all private improvements located in the District through private sources.

## **B. Indebtedness**

None of the project costs will be met through public indebtedness, except for future school construction and/or renovations, as set forth in Table 1.

## **V. Financial Data**

The statutory requirements and thresholds for approval required by Section 5223(3) of the TIF Statute are set forth in Exhibit B.

## **VI. Tax Shifts**

In accordance with the TIF Statute, the table set forth in Exhibit D-2 identifies the tax shifts that the Town estimates will result during the term of the District.

## **VII. Municipal Approvals**

### **A. Notice of Public Hearing**

Attached as Exhibit E-1 hereto is a copy of the Notice of Public Hearing regarding adoption of the First Amendment to the Development Program for the District, published in the *Times Record*, a newspaper of general circulation in the Town, on a date at least ten (10) days prior to the public hearing. The public hearing on the First Amendment to the Development Program was held on June 20, 2016, 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-1 hereto is a certified copy of the minutes of the public hearing held on June 20, 2016, at which time this First Amendment to the Development Program was discussed by the public.

### **C. Authorizing Votes**

Attached as Exhibit G-1 hereto is a copy of the Brunswick Town Council Resolution approving this First Amendment to the Development Program, which Resolution was adopted by the Council at a meeting of the Council duly called and held on June 20, 2016.

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**EXHIBIT E**

**NOTICE OF PUBLIC HEARING  
TOWN OF BRUNSWICK**

**Regarding**

**The First Amendment to  
the Municipal Tax Increment Financing Development Program for the District Known As  
The “Brunswick Landing Omnibus Municipal Development  
and Tax Increment Financing District”**

**And**

**The First Amendment to  
the Municipal Tax Increment Financing Development Program for the District Known as  
the “Brunswick Executive Airport Omnibus Municipal Development  
and Tax Increment Financing District”**

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

**June 20, 2016**

**at the**

**Brunswick Town Office at 85 Union Street, Brunswick, Maine,  
The Public Hearing will be at [insert time] p.m.**

The purpose of the public hearing is to receive public comments on the approval of the First Amendment to the development programs for the municipal tax increment financing districts identified above, designated on March 29, 2013 and also known as the “Landing TIF” and the “Airport TIF,” pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The Landing TIF district consists of 542 acres of property located at the former Naval Air Station Brunswick and the Airport TIF district consists of 146 acres of property located at the former Naval Air Station Brunswick.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. The Development Programs and First Amendments are available for review by all interested parties \_\_\_\_\_.

**EXHIBIT F-1**

*Minutes of Public Hearing and Town Council Meeting*

**EXHIBIT G-1**

*Town Council Resolution*

**EXHIBIT H**

*Exhibit A to MOA Showing Hangars 4, 5 & 6*

**EXHIBIT I**

**DEFINITION OF “AERONAUTICAL BUSINESS”**

For the purpose of this Development Program, "aeronautical business" means the act, practice of, or instruction in the art and science of transportation by aircraft, and operation, construction, repair or maintenance of aircraft, airports and air navigation facilities. Such uses shall include:

*Air carrier.* "Air carrier" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and is certificated under Federal Air Regulations.

*Air commerce.* "Air commerce" means the carriage by aircraft of persons or property for compensation or hire, when that carriage is a major enterprise for profit and not merely incidental to a person's other business.

*Air navigation facility.* "Air navigation facility" means any facility used in, available for use in, or designed for use in, aid of air navigation, including airports, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft.

*Air taxi.* "Air taxi" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and who possesses an Air Taxi Commercial Operators Certificate issued by the Federal Aviation Administration under 14 Code of Federal Regulations, Part 135.

*Aircraft Construction.* "Aircraft construction" means the design, construction, manufacturing or assembly of aircraft that would require the presence of an airfield as an integral part of its business operation for the design, testing, sale or distribution of aircraft.

*Aircraft dealer.* "Aircraft dealer" means any person engaged in the sale or purchase or manufacture of new or used aircraft.

*Aviation Fueling Facilities.* "Aviation Fueling Facilities" means entities that provide aircraft fueling services.

*Basing aircraft.* "Basing aircraft" means storing, parking, tying down or mooring aircraft in Maine for more than 30 consecutive calendar days.

*Maintenance, Overhaul or Repair (MRO).* "MRO" means any business or entity involved in the maintenance, overhaul or repair of aircraft, aircraft components and aircraft completions.

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

**Adopting the First Amendment of the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program**

**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 Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program (the “District”) and to adopt a Development Program Amendment for the District (the “Development Program Amendment”); 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 2011 closure of NAS Brunswick created 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**, the Town designated the District on March 18, 2013 to ensure that any new taxable value located in the District would be captured in a tax increment financing (“TIF”) district and the Maine Department of Economic and Community Development (the “Department”) issued a conditional approval of the District effective as of March 29, 2013; and

**WHEREAS**, the Town adopted a Development Program for the District on July 29, 2013 in order to capture the value of real property improvements made within the District, and to enable the use of TIF revenues for various municipal and other economic development projects and the Maine Department of Economic and Community Development (the “Department”) issued a full approval of the District and the Development Program effective as of October 24, 2013; and

**WHEREAS**, amending the Development Program for the District will help to continue 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 June 20, 2016, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town, on the question of adopting the Development Program Amendment for 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 adoption of the Development Program Amendment, if any; and

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

**WHEREAS**, it is expected that approval will be sought and obtained from the Department, approving the Development Program Amendment.

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

**Section 1.** Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town Council hereby adopts the Development Program Amendment, 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 Amendment for the District.

**Section 2.** 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 Amendment.

**Section 3.** The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed Development Program Amendment to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226(2).

**Section 4.** The foregoing adoption of the Development Program Amendment shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the Development Program Amendment by the Department, without requirement of any further action by the Town, the Town Council, or any other party.

**Section 5.** 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 related to the Development Program Amendment as he may deem reasonably necessary or convenient in order to facilitate the process for review and approval of the Development Program Amendment by the Department, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Council in adopting the Development Program Amendment.

**Section 6.** This Resolution shall take effect immediately upon adoption.

Proposed to Town Council:      June 6, 2016  
Public Hearing:                      June 20, 2016  
Adopted by Town Council:      \_\_\_\_\_

**ECONOMIC DEVELOPMENT  
BRUNSWICK, MAINE**

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

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**FIRST AMENDMENT TO  
BRUNSWICK EXECUTIVE AIRPORT II MUNICIPAL DEVELOPMENT AND  
TAX INCREMENT FINANCING DISTRICT OMNIBUS DEVELOPMENT PROGRAM**

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*Presented to:*

**TOWN OF BRUNSWICK**

**DATED: \_\_\_\_\_**

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**SCHEDULES AND EXHIBITS:**

***Schedules:***

- 1 October 24, 2013 DECD Approval Letter Approving the Town’s Designation of the Brunswick Executive Airport II Municipal TIF District and the omnibus development program for the District.

***Exhibits:***

- A TIF District Maps
- B Statutory Requirements & Thresholds
- C Assessor’s Certificate of Original Assessed Value
- D-1 TIF Revenue Projections
- D-2 Tax Shift Projections
- E-1 Public Hearing Notice for First Amendment
- F-1 Public Hearing Minutes for First Amendment
- G-1 Town Council Resolution for First Amendment
- H Exhibit A to Memorandum of Agreement Showing Hangars 4, 5 & 6
- I Definition of “Aeronautical Business”

## **I. Introduction**

### **A. Midcoast Regional Redevelopment Authority**

On August 24, 2005, the Federal Base Realignment and Closure (“BRAC”) Commission voted eight to one to close Naval Air Station Brunswick (“NAS Brunswick” or “NASB” or the “Base”) and move its aircraft operations to Jacksonville, Florida. The 79-acre Topsham Annex located in Topsham, Maine was also included as part of the closure. On September 15, 2005, the final list was approved by the President of the United States. By law, both properties were required to close before September 15, 2011. For the Town of Brunswick, the Town of Topsham, Cumberland and Sagadahoc counties, and the State of Maine, that decision was the culmination of an intense process and significant community effort to keep the facility open to maintain an employment base of over 5,200 military and civilian personnel.

NAS Brunswick was built as a multi-purpose campus that has changed over many years to serve a variety of purposes. It has been an airport since its initial development in the late 1930s, built on the site of a municipal airfield. Its primary mission has been to house and maintain various patrol aircraft and other Navy aviation and non-aviation activities. The base is considered both an industrial facility where aircraft were hangared, maintained and flown, as well as a support facility with offices, retail buildings, housing and ancillary uses associated with a relatively self-contained operation. In total there are over 200 buildings totaling over 1.75 million square feet on the Base; forty of which buildings would be considered significant facilities.

The closure of NAS Brunswick represents one of the largest single employer relocations or closings in the history of the state. The State Planning Office conducted an assessment of impact closure and revised the state gross product projection for 2015 downward by \$390 million, cutting the projected growth rate from two to approximately one percent. They also revised the state population growth downward by 7,400 as a result of the base closure. Projected state personal income was also reduced by \$370 million. Revenues to the State of Maine are also expected to be reduced by some \$20 million.

In other economic displacement events such as plant closings, most individuals continue to live in the community, albeit with reduced income, and they still contribute to the economy, have children in local schools, and participate in the activities of the community. In the case of a base closure and realignment, however, an entire segment of the population leaves the area, which increases vacancy rates and eliminates millions of dollars spent in the local economy on everything from housing, food, transportation and energy costs, to professional services and entertainment.

The impact of the closure is so large that the Maine Legislature created the Midcoast Regional Redevelopment Authority (“MRRRA”) for the purpose of managing the transition of this large military facility back into the fabric of the region and to support the rapid and successful redevelopment of NAS Brunswick. MRRRA is a public municipal corporation. While MRRRA has many of the powers of a municipality, it does not have taxing jurisdiction over the property located within NAS Brunswick. See 5 M.R.S.A. § 13083-I(1). Thus, in order to use municipal tax increment financing (“TIF”) as an economic development tool to aid in the redevelopment of

NAS Brunswick, MRRA must work cooperatively with the Town of Brunswick (the “Town”) in order to create and use the tax revenues generated by the captured assessed value in the TIF districts (the “TIF Revenues”) to foster and/or fund the desired redevelopment activities.

## **B. MRRA’s Request for Tax Increment Financing Assistance**

In the fall of 2011, MRRA presented the Town with a request for tax increment financing assistance at NAS Brunswick as part of a larger project to redevelop the 1.7 million square feet of industrial, commercial and professional office space at NAS Brunswick. MRRA’s mission is to facilitate the rapid redevelopment of the base properties in order to realize full build-out of the aeronautical-related facilities at NAS Brunswick and Brunswick Landing in accordance with the adopted Reuse Master Plan for NAS Brunswick and the Airport Master Plan (the “Reuse Master Plan”). MRRA specifically requested that the Town create a tax increment financing district around the former naval airfield, which is intended to facilitate the redevelopment, investment and transition of the naval airfield into a civilian general aviation airport and business executive park. Investment in the buildings and infrastructure used for aeronautical purposes associated with this District would enhance the competitiveness of the Midcoast region and the State of Maine, and allow the area to attract, grow and create new businesses in the growing aeronautical cluster in the Midcoast region. Having this area in a TIF district will facilitate MRRA’s efforts to redevelop the Base by allowing MRRA to seek funding from the Town for assistance in its efforts to redevelop the executive airport portion of the NAS Brunswick.

## **C. Designation of TIF Districts**

Following extensive TIF-related discussions with MRRA and actively considering how best to maximize the Town’s ability to assist in the redevelopment of the NAS Brunswick through the use of tax increment financing, in March 2013 the Town designated two TIF districts to assist with the redevelopment of the Base: (1) the 146-acre Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District (the “Executive Airport District” or the “District”) and (2) the 542-acre Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”) (collectively the “TIF Districts”). At that time, the Town wanted to take more time to flesh out a comprehensive development program that would be designed to foster a broad range of economic redevelopment activity at the former NASB, so the TIF Districts were both designated without a development program.

By separate letters dated March 29, 2013, the Maine Department of Economic and Community Development (“DECD”) issued conditional approval of the Town Council’s designation of the TIF Districts after a public hearing held on March 4, 2013, and a vote of the Council held on March 18, 2013. By separate letters dated October 24, 2013, DECD issued full approval of the two TIF Districts and the development programs for those Districts. Attached hereto as Schedule 1 is a copy of the DECD Approval letter for the Executive Airport District and the development program for the District.

## **D. Dispute Regarding Tax Exemption for Municipal Airports**

In April 2011, MRRA entered into a lease agreement with Kestrel Aircraft Company, Inc. for property located at the Base, which property was later included within the property designated as the Executive Airport District. On the same date, Kestrel Aircraft Company, Inc. entered into a sublease with Kestrel Brunswick Corporation (both Kestrel entities are collectively “Kestrel”) for the same land area and the same terms as the primary lease (the lease and sublease are collectively the “Kestrel Lease”). The property subject to the Kestrel Lease includes just over half of a large aircraft hangar known as Hangar Number Six (“Hangar 6”), use of the tie-down area adjacent to Hangar 6, non-exclusive use of the runways, taxi-ways and aprons and other conveniences for the take-off, flying and landing of aircraft, and an area for parking motor vehicles. The Kestrel Lease, among other things, provided that the leased premises must be used exclusively for aeronautical purposes as defined in 6 M.R.S. § 3(2).

On April 1, 2012, MRRA applied to the Town for tax exempt status for the area of Hangar 6 covered by the Kestrel Lease, asserting that MRRA’s ownership of the property and Kestrel’s use of the property qualified the property for the property tax exemption for public airports set forth in 36 M.R.S. § 651(1)(F). The Town disagreed with MRRA’s position and did not grant a tax exemption for the portion of Hangar 6 subject to the Kestrel Lease. The Town issued tax bills to MRRA for the portion of Hangar 6 subject to the Kestrel Lease in the amount of \$114,114 for the Town’s 2012 tax year and \$123,700 for the Town’s 2013 tax year. MRRA paid the taxes in full for both years. The parties, however, continued to dispute the tax status of the portion of Hangar 6 subject to the Kestrel Lease.

In April 2014, MRRA filed a declaratory judgment lawsuit in the Maine Superior Court against the Town and the Town’s Assessor (the “lawsuit”). In the lawsuit, MRRA asked the Court to, among other things, determine that MRRA was entitled to a tax exemption pursuant to 36 M.R.S. § 651(1)(F), order the Town to refund the taxes MRRA paid in 2012 and 2013 related the portion of Hangar 6 leased by Kestrel, and issue an injunction directing the Town’s Assessor to classify the portion of Hangar 6 leased by Kestrel as tax exempt pursuant to 36 M.R.S. § 651(1)(F).

Despite the pending lawsuit, the Town and MRRA have continued to try to resolve their differences regarding the tax status of Hangar 6 and continued to work together in an effort to foster the redevelopment of the former NAS Brunswick. Toward that end, in October 2015, the Town and MRRA entered into a Memorandum of Agreement (the “MOA”), in which the Town agreed to pursue certain amendments to the Development Programs for the TIF Districts, including a new allocation of TIF Revenues, and the Town agreed to negotiate and enter into a credit enhancement agreement with MRRA (the “CEA”) to memorialize the new allocation of TIF Revenues. For its part, MRRA agreed in the MOA that it would not appeal any future decisions of the Town regarding the taxable status of property located within the Executive Airport District, and it would include language in its leases prohibiting MRRA’s lessees from challenging the Town’s interpretation and application of the tax exemption set forth in 36 M.R.S. § 651(1)(F). MRRA further agreed to dismiss its pending lawsuit after the TIF amendments receive final approval from DECD and after the CEA is fully executed.

The purpose of this First Amendment to the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District Development Program is to implement the relevant terms set forth in the MOA that relate to the Development Program for the Executive Airport District.

## **II. Development Program Narrative**

### **A. The Development Program**

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”). The Town’s designation of the District combined with the adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District, and enable the use of TIF Revenues for various municipal and other economic development projects. The Development Program will run for the same 30-year period as the District designation.

It is the Town of Brunswick's intent to administer the Development Programs for the Executive Airport District and the Brunswick Landing District together. The Town will capture one hundred percent (100%) of the new real property value located in both TIF Districts. The Town will retain, in aggregate, fifty percent (50%) of the TIF Revenues generated within the two TIF Districts. The Town will set aside the remaining fifty percent (50%) of the aggregate TIF Revenues from the two TIF Districts in order to make those TIF Revenues available to MRRA and future developers (when this word is used in this document it includes both developers and companies) by application to the Town through the use of CEAs and/or other reimbursement agreements. Payments to MRRA and future developers would most likely, but not necessarily, be made through future credit enhancement agreements, all as further described in this Development Program in Section IV – Financial Plan.

By adopting this Development Program, the Town embarks upon the final step in creating a TIF district that will significantly contribute to MRRA’s and the Town’s efforts to maximize the benefits achieved through the redevelopment of the NAS Brunswick. It will also underscore Brunswick’s growing reputation as a commercial hub and desirable place in which to locate a business; promote additional economic development in Brunswick by extending the possibility of credit enhancement arrangements between the Town and future developers.

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

- Maintain existing tax revenues;
- Enjoy enhanced future tax revenues generated by new development within the District spearheaded by MRRA in conformance with the Reuse Master Plan;
- Create long-term, stable employment opportunities for areas residents;

- Assist MRRA in attracting businesses and promoting the economic viability and sustainability of the general economy of the Town, the Midcoast Maine region and the State of Maine.

Thus, 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 wellbeing of both the Town and the Midcoast Maine Region, by providing jobs, contributing to property taxes and diversifying the region's economic base.

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). Since MRRA is also a tax exempt entity, there will not be any new taxable value in the District until new taxable value is created in the District as a result of MRRA's and the Town's successful redevelopment efforts. This tax shift benefit will mitigate the adverse effect 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 shift benefit is shown as Exhibit D-2 attached hereto.

## **B. The Projects**

### **1. Municipal Projects**

Development within the 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. Additionally, because of the unique economic impacts the Town is encountering and will continue to encounter as a result of the closure and redevelopment of the former base, the Town will use a portion of its TIF Revenues for debt-service payments on school construction and/or renovation bonds.

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 the former 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 3,300 acres and 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, MRRA 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 13 fire department vehicles, 3 of which are ambulances. The ambulances are 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. 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.

As a direct result of the closure of the Base, the Town of Brunswick's pupil count has dropped radically and precipitously, which has resulted in a massive reduction of school funding aid from the State of Maine to the Town. Additionally, with the prospect of significant future redevelopment at the Base, the Town stands to lose substantial amounts of future aid for education, which is expected to compound an already untenable funding situation for Brunswick's School Department. Because of the unique situation created by the Base closure and the regional effort to redevelop the Base, the Town stands to bear the brunt of a massive and unsustainable drop in school funding aid from the State. In light of this unique situation, the Town will use TIF funds to pay debt-service on school construction and/or renovation bonds to improve the schools used by residents of the Town of Brunswick in order to make the former Base more attractive for commercial redevelopment. While the Town is fully committed to fostering redevelopment of the Base with TIF Revenues, in order to be in a position to provide TIF funding to MRRA and future developers in the District without suffering further adverse impacts, the Town needs to retain a portion of the TIF funds for school construction and/or renovation. Thus, Brunswick's school funding crisis is directly related to the closure of the former Base and is exacerbated by the redevelopment of the Base with TIF Revenues.

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**

**Notes:**

\* Items #7, 8 and 9 are new projects added in 2016 as part of the First Amendment to the Executive Airport and Brunswick Landing TIF Districts.

\* The TIF Revenues from these Districts 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 the Districts. The project cost estimates are reflective of the estimated total cost for each project, each of which is common to the Brunswick Landing TIF District (the cost estimates do NOT reflect only half of the total project cost).

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
1.	<p><u>Road Improvements:</u> The Town will use TIF funds to improve and maintain Town-owned roads and streets (improvements and maintenance includes but is not limited to paving, reconstruction and storm water work) 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.</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) &amp; (B)(2)</p>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
2.	<p><b>Public Safety Improvements:</b> 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>
3.	<p><b>Downtown TIF Projects:</b> 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>
4.	<p><b>Brunswick Downtown Association:</b> 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>
5.	<p><b>Professional &amp; Administrative Costs:</b> 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 any credit enhancement agreements related to this development program, 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>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
6.	<p><u>School Construction/Renovation</u>: As a direct result of the closure of the Base, the Town of Brunswick’s pupil count has dropped radically and precipitously, which has resulted in a massive reduction of school funding aid from the State of Maine to the Town. Additionally, with the prospect of significant future redevelopment at the Base, the Town stands to lose substantial amounts of future aid for education, which is expected to compound an already untenable funding situation for Brunswick’s School Department. Because of the unique situation created by the Base closure and the regional effort to redevelop the Base, the Town stands to bear the brunt of a massive and unsustainable drop in school funding aid from the State. In light of this unique situation, the Town will use TIF funds to pay debt-service on school construction and/or renovation bonds to improve the schools used by residents of the Town of Brunswick in order to make the former Base more attractive for commercial redevelopment. While the Town is fully committed to fostering redevelopment of the Base with TIF Revenues, in order to be in a position to provide TIF funding to MRRA and future developers in the District without suffering further adverse impacts, the Town needs to retain a portion of the TIF funds for school construction and/or renovation. Thus, Brunswick’s school funding crisis is directly related to the closure of the former Base and is exacerbated by the redevelopment of the Base with TIF Revenues.</p>	<p>\$2,000,000/year</p> <p>\$40,000,000 (total 20 years)</p>	<p>30-A M.R.S.A. § 5225(1)(B)</p>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
7.	<p><u>General Economic Development</u>: The Town will use TIF funds on a broad array of projects and programs to promote economic development throughout the Town and to fund the marketing of the municipality as a business or arts location, including:</p> <ul style="list-style-type: none"> <li>a) Support economic development staffing and professional services at the municipal level (including salaries of economic development staff and prorated salaries of other municipal staff who may be called in to provide economic development services as well as prorated professional services costs and fees);</li> <li>b) Participate in regional marketing campaigns to promote Brunswick as a business destination and a tourist destination;</li> <li>c) Establish/support permanent economic development revolving loan funds, investment funds and grants, likely through the local economic development corporation (currently, the Brunswick Development Corporation) with business start-up and expansion costs;</li> <li>d) Create a discretionary reserve fund to be used as the local match for state and federal economic development grants for projects that would otherwise be permissible to be funded under this development program as well as the following: <ul style="list-style-type: none"> <li>o Local match for grants to fund transit service capital costs associated with a new or expanded transit service (in the case of funding a contract provider of transit services, a prorated portion of such contract relating to capital costs of the services as opposed to operating costs.)</li> <li>o Local match for grants to fund costs of improvements make within the tax increment financing district;</li> </ul> </li> <li>e) Provide funds to support the Town’s business expansion and recruitment efforts through the enhancement of the Town’s technology systems such as updating and improving the Town’s geographic information system (“GIS”), and upgrading computers and assessing software;</li> <li>f) Promote the identity and branding of the Town as a place to do business and as a tourist destination through investments such as signage and streetscapes; and,</li> <li>g) Support economic studies and environmental studies and improvements of properties within the Town of Brunswick to determine and help realize their most effective commercial or arts district use.</li> </ul>	<p>\$500,000/year (for 30 years)</p> <p>\$15,000,000 (total for 30 years)</p>	<p>30-A M.R.S.A. §§ 5225(1)(A)(4), (C)(1), (C)(2) &amp; (C)(3)</p> <p>With respect to 7(d): 30-A M.R.S.A. §§ 5230, 5221(1)(A) &amp; (C)(7)(a)</p>

	<b>Project</b>	<b>Cost Estimate</b>	<b>Statutory Cite</b>
8.	<p><u>Recreational Trails with Significant Potential to Promote Economic Development</u>: The Town will use TIF funds for costs related to planning, design, construction, maintenance, grooming and improvements to new or existing recreational trails designed to enhance the draw to the Town, including bridges that are part of the trail corridor, used all or in part for hiking, bicycling, cross-country skiing or other uses.</p>	<p>\$50,000/year (for 30 years)</p> <p>\$1,500,000 (total for 30 years)</p>	30-A M.R.S.A. § 5225(1)(C)(6)
9.	<p><u>Road Improvements within and adjacent to Brunswick Landing and the Executive Airport District</u>:</p> <p>(a) Currently, the roads within Brunswick Landing are owned and maintained by MRRA. MRRA has requested that the Town take over the roads within Brunswick Landing as public roads. In the event that the Town agrees to take any of the Brunswick Landing roads as public roads, the Town will use TIF funds to improve and maintain those roads.</p> <p>(b) The Cooks Corner area (in the vicinity of the intersection of Gurnet Road and Bath Road), adjacent to the Executive Airport District, may have various improvements made necessary by the MRRA redevelopment activities, including but not limited to road construction, improvements and maintenance including storm water or sanitary sewer lines, water lines, electrical lines and amenities on streets. Such projects are authorized only if they are made necessary by or are directly related to the District development.</p>	<p>\$600,000/year (for 30 years)</p> <p>\$18,000,000 (total for 30 years)</p>	30-A M.R.S.A. § 5225(1)(A), (B)(1) or (B)(2)
	<p><b>Total Municipal Project Costs:</b></p> <p style="padding-left: 40px;"><b>First 20 years</b></p> <p style="padding-left: 40px;"><b>Last 10 years</b></p> <p style="padding-left: 40px;"><b>Grand Total</b></p>	<p style="text-align: center;"><b>(\$4,140,000/ year \$82,800,000 (total for first 20 years)</b></p> <p style="text-align: center;"><b>(\$2,140,000/ year \$21,400,000 (total for last 10 years)</b></p> <p style="text-align: center;"><b>\$104,200,000 (total for 30 years)</b></p>	

## **2. Base Redevelopment Projects**

### ***a. MRRA Projects***

MRRA has included the use of TIF Revenues in its business plan since the beginning of the Base redevelopment planning process. MRRA plans to use TIF Revenues for essential new physical infrastructure investment, to repair and/or replace existing infrastructure, and to facilitate physical improvements necessary to maintain the property and attract businesses. The costs associated with these MRRA projects would be authorized project costs pursuant to 30-A M.R.S.A. § 5225(1)(A) for Tier I projects located within the District. As stated above, it is the Town of Brunswick's intent to administer the Brunswick Landing and Executive Airport Development Programs together to facilitate MRRA's ability to fund these projects in whole or in part with TIF Revenues.

### ***b. \$15 Million Cap on TIF Funding Available to MRRA***

While the Town is willing to support MRRA's redevelopment efforts with TIF Revenues, the Town is placing a maximum limit on the TIF Revenues it will make available to MRRA. The Town will make up to a cap of \$15 million available to MRRA from the aggregate fifty percent (50%) of TIF Revenues allocated for Base Redevelopment from the Brunswick Landing and Executive Airport Districts. The Town expressly is not guaranteeing \$15 million in TIF Revenues to MRRA. The Town intends to count against this \$15 million cap the \$200,000 in TIF Revenues that the Town paid to MRRA in October 2015. Further, in the event that subsequent legislative action or judicial interpretation result in the Town changing its interpretation and application of the property tax exemption set forth in 36 M.R.S. § 651(1)(F) causing the values of Hangars 4, 5, and 6 to become tax exempt, the \$15 million cap shall be reduced to correspond to the dollar amount of the property tax exemption over the remaining life of the Executive Airport District, with such amount to be determined by the Town.

### ***c. Other Future Developers***

In addition to any TIF appropriations the Town may make to MRRA, the Town also intends to consider other types of TIF agreements with businesses and other entities to facilitate further development and job growth within the Brunswick Landing and the Executive Airport Districts. Any future TIF agreements of this type will be funded from the fifty percent (50%) of new TIF Revenues allocated for Base Redevelopment, and will be considered independently and as a separate use from any approved dollar appropriation for the infrastructure needs of MRRA.

### ***d. Application Process for TIF Funding***

Thus, in order to help foster the economic redevelopment of the Base, the Town intends to make up to fifty percent (50%) of the combined TIF Revenues from both TIF Districts available by application to MRRA and to future developers who may wish to locate within either of the TIF Districts. In order to obtain TIF funding for its redevelopment projects, MRRA and any future developers that may wish to seek TIF funding for their development projects, will need to apply to the Town for funding for specific projects using the application process prescribed by the

Town at the time of the request. The Town Council will consider all requests for TIF funding on a case-by-case basis.

### **C. Strategic Growth and Development**

By creating the Executive Airport and Brunswick Landing Districts, the Town is able to capitalize on the momentum of MRRA's efforts and maximize the economic redevelopment potential of the TIF Districts by streamlining the process for future businesses seeking to locate within either of the TIF Districts. Rather than navigating the lengthy process and significant expense to designate a new TIF district each time a new developer investigates locating its business on the former NAS Brunswick, with the TIF Districts already in place, the Town can immediately focus on negotiating and finalizing credit enhancement agreements that will meet the needs of MRRA, individual developers and the Town. These future credit enhancement agreements may provide for reimbursement of up to fifty percent (50%) of taxes paid on captured assessed value created by such developers within the TIF Districts and within sole Town Council discretion. Having the TIF Districts in place will greatly enhance the marketability and development potential for commercial and industrial use of properties within the TIF Districts.

### **D. Improvements to the Public Infrastructure**

As further set forth in Table 1, the Town will use certain TIF Revenues for road improvements that are directly related to and made necessary by the redevelopment of the former NASB.

### **E. Operational Components**

#### **1. Public Facilities**

The Town plans to use a portion of the TIF Revenues to fund certain projects approved within the existing Downtown TIF District and to fund school construction and/or renovations.

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

At this time, no commercial improvements will be financed through the Development Program. The Town may, in the future, share a percentage of the TIF Revenues with future developers pursuant to the terms of such CEAs that may be negotiated with such developers.

#### **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**

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. Physical Description**

Note that the details in this Article III address the conditions for approval contained in 30-A M.R.S.A. § 5223(3). The 146-acre District is shown on Exhibit A. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

# **IV. Financial Plan**

The Town shall allocate all TIF Revenues collected by the Town since April 1, 2013 consistent with the provisions set forth in this First Amendment to the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District Development Program. The Town will capture one hundred percent (100%) of the increased assessed value of the real property located within the District for the duration of the 30-year term of the District. Personal property tax value will not be captured within the District.

Upon each payment of real property taxes for property located inside the District, the Town will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner and in the order provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund will consist of a development sinking fund account (the "Sinking Fund Account"), and a project cost account (the "Project Cost Account") that will have subaccounts for the Town and for Base Redevelopment. From the Development Program Fund, the Town will deposit: (a) fifty percent (50%) of the TIF Revenues into the Town's Sinking Fund Account and/or the Town's subaccount of the Project Cost Account to be used to fund the projects listed in Table 1; and (b) an amount of TIF Revenues to the Base Redevelopment subaccount as set forth immediately below in Table 2:

**TABLE 2**  
**Allocation of TIF Revenues from both TIF Districts**

	<b>Town Allocation of TIF Revenues</b>	<b>Base Redevelopment Allocation of TIF Revenues</b>
<b>Executive Airport District:</b>		
TIF Revenues generated by “ <u>aeronautical business</u> ” tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit H) Note: “Aeronautical business” is defined in Exhibit I.	0%	100%
TIF Revenues generated by all other (i.e., not “ <u>aeronautical business</u> ”) tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively), and all other properties with the Executive Airport District.	50%	50%
<b>Brunswick Landing District:</b>	75%	25%
<b>Either TIF District:</b>	Variable amount on an annual basis to be determined and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.	

The TIF Revenues deposited into the Base Redevelopment subaccount of the Project Cost Account will be available to MRRA and future developers by application to the Town, using the process set forth above in Section II.B.2.d. Payments to any future developers would most likely, but not necessarily, be made through future credit enhancement agreements.

Periodically, and pursuant to the terms of any applicable credit enhancement agreement, any TIF Revenues that remain deposited in the Base Redevelopment subaccount of the Project Cost Account that are not allocated to either MRRA or a developer will revert back to the Town’s subaccount of the Project Cost Account. All assessed real property value captured in the District will be added to the general tax rolls at the end of the TIF term.

Estimates of the increased assessed property values of the District, the anticipated TIF Revenues generated by the District, and the estimated tax shifts are shown in Exhibits D-3 and D-2, respectively.

## **A. Costs and Sources of Revenues**

Private improvements will result in the captured assessed value that will generate Tax Increment Revenues. The current and future developers owning or leasing properties located within the District will pay for and/or finance all private improvements located in the District through private sources.

## **B. Indebtedness**

None of the project costs will be met through public indebtedness, except for future school construction and/or renovations, as set forth in Table 1.

## **V. Financial Data**

The statutory requirements and thresholds for approval required by Section 5223(3) of the TIF Statute are set forth in Exhibit B.

## **VI. Tax Shifts**

In accordance with the TIF Statute, the table set forth in Exhibit D-2 4 identifies the tax shifts that the Town estimates will result during the term of the District.

## **VII. Municipal Approvals**

### **A. Notice of Public Hearing**

Attached as Exhibit E-1 hereto is a copy of the Notice of Public Hearing regarding adoption of the First Amendment to the Development Program for the District, published in the *Times Record*, a newspaper of general circulation in the Town, on a date at least ten (10) days prior to the public hearing. The public hearing on the First Amendment to the Development Program was held on June 20, 2016, 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-1 hereto is a certified copy of the minutes of the public hearing held on June 20, 2016, at which time this First Amendment to the Development Program was discussed by the public.

**C. Authorizing Votes**

Attached as Exhibit G-1 hereto is a copy of the Brunswick Town Council Resolution approving this First Amendment to the Development Program, which Resolution was adopted by the Council at a meeting of the Council duly called and held on June 20, 2016.

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**EXHIBIT E-1**

**NOTICE OF PUBLIC HEARING  
TOWN OF BRUNSWICK**

**Regarding**

**The First Amendment to  
the Municipal Tax Increment Financing Development Program for the District Known As  
The “Brunswick Landing Omnibus Municipal Development  
and Tax Increment Financing District”**

**And**

**The First Amendment to  
the Municipal Tax Increment Financing Development Program for the District Known as  
the “Brunswick Executive Airport Omnibus Municipal Development  
and Tax Increment Financing District”**

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

**June 20, 2016**

**at the**

**Brunswick Town Office at 85 Union Street, Brunswick, Maine,  
The Public Hearing will be at [insert time] p.m.**

The purpose of the public hearing is to receive public comments on the approval of the First Amendment to the development programs for the municipal tax increment financing districts identified above, designated on March 29, 2013 and also known as the “Landing TIF” and the “Airport TIF,” pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The Landing TIF district consists of 542 acres of property located at the former Naval Air Station Brunswick and the Airport TIF district consists of 146 acres of property located at the former Naval Air Station Brunswick.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. The Development Programs and First Amendments are available for review by all interested parties \_\_\_\_\_.

**EXHIBIT F-1**

*Minutes of Public Hearing and Town Council Meeting*

**EXHIBIT G-1**

*Town Council Resolution*

**EXHIBIT H**

*Exhibit A to MOA Showing Hangars 4, 5 & 6*

**EXHIBIT I**  
**DEFINITION OF “AERONAUTICAL BUSINESS”**

For the purpose of this Development Program, "aeronautical business" means the act, practice of, or instruction in the art and science of transportation by aircraft, and operation, construction, repair or maintenance of aircraft, airports and air navigation facilities. Such uses shall include:

*Air carrier.* "Air carrier" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and is certificated under Federal Air Regulations.

*Air commerce.* "Air commerce" means the carriage by aircraft of persons or property for compensation or hire, when that carriage is a major enterprise for profit and not merely incidental to a person's other business.

*Air navigation facility.* "Air navigation facility" means any facility used in, available for use in, or designed for use in, aid of air navigation, including airports, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft.

*Air taxi.* "Air taxi" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and who possesses an Air Taxi Commercial Operators Certificate issued by the Federal Aviation Administration under 14 Code of Federal Regulations, Part 135.

*Aircraft Construction.* "Aircraft construction" means the design, construction, manufacturing or assembly of aircraft that would require the presence of an airfield as an integral part of its business operation for the design, testing, sale or distribution of aircraft.

*Aircraft dealer.* "Aircraft dealer" means any person engaged in the sale or purchase or manufacture of new or used aircraft.

*Aviation Fueling Facilities.* "Aviation Fueling Facilities" means entities that provide aircraft fueling services.

*Basing aircraft.* "Basing aircraft" means storing, parking, tying down or mooring aircraft in Maine for more than 30 consecutive calendar days.

*Maintenance, Overhaul or Repair (MRO).* "MRO" means any business or entity involved in the maintenance, overhaul or repair of aircraft, aircraft components and aircraft completions.

# Town of Brunswick, Maine

OFFICE OF THE TOWN MANAGER

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## MEMORANDUM

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**TO:** Town Council  
**FROM:** John Eldridge  
Town Manager  
**DATE:** June 1, 2016  
**SUBJECT:** Credit Enhancement Agreement with MRRA

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On October 5, 2015, the Town Council approved an order authorizing the Town Manager to execute a Memorandum of Agreement (“MOA”) with the Midcoast Regional Redevelopment Authority (“MRRA”) to settle litigation over the tax status of certain properties at Brunswick Executive Airport.

With the MOA, the Town Council agreed to draft amendments to the development programs of the Brunswick Landing and Brunswick Executive Airport TIF Districts, and to enter into a Credit Enhancement Agreement (“CEA”) with MRRA which defines the allocation of TIF revenues and the process for distribution.

In accordance with the MOA, Town staff has been working with Bernstein Shur, and has drafted the attached CEA. This agreement establishes guidelines for the process by which MRRA will apply for TIF revenues and the procedures governing the Town’s approval and payment of TIF revenues to MRRA.

While Town Council approval of the CEA does not require a public hearing, this item is being presented in conjunction with the amendments to the Brunswick Landing and Brunswick Executive Airport Development Programs because it is linked to the adoption of those amendments. The requested action is for the Council to authorize the Town Manager to execute the CEA when and if the Development Program Amendments are adopted by the Town Council. Attached is an “Order authorizing the Town Manager to Execute a Credit Enhancement Agreement with Midcoast Regional Redevelopment Authority”.

**CREDIT ENHANCEMENT AGREEMENT**

**between**

**THE TOWN OF BRUNSWICK, MAINE**

**and**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

**DATED: \_\_\_\_\_, 2016**

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**EXHIBITS**

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

**THIS CREDIT ENHANCEMENT AGREEMENT** dated as of \_\_\_\_\_, 2016, between the Town of Brunswick, a municipal corporation located in Brunswick, County of Cumberland and State of Maine, with offices at 85 Union Street, Brunswick, Maine 04011 (hereinafter "the Town"), and Midcoast Regional Redevelopment Authority ("MRRRA"), a public municipal corporation, with principal place of business of 15 Terminal Road, Suite 200, Brunswick, ME 04011.

**WITNESSETH THAT**

**WHEREAS**, on March 18, 2013, and pursuant to the Act, the Town Council of the Town at a meeting duly called and held, adopted an order that designated two tax increment financing ("TIF") districts: the Brunswick Executive Airport II Municipal Development District (146 acres) and the Brunswick Landing II Development District (542 acres) (collectively the "TIF Districts"); and

**WHEREAS**, on July 29, 2013, the Town of Brunswick adopted two development programs: the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program and the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program (collectively the "Development Programs"); and

**WHEREAS**, the Commissioner of DECD reviewed and approved the Districts and the Development Programs pursuant to approval letters dated October 24, 2013; and

**WHEREAS**, the Town of Brunswick amended the original Development Programs by the First Amendment to the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program and the First Amendment to the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program (together, the "First Amendments") which will be considered by the Town contemporaneous with this Credit Enhancement Agreement; and

**WHEREAS**, within the Development Programs, and as contemplated thereby, the Town proposed to execute a credit enhancement agreement with MRRRA and potentially other credit enhancement agreements with other developers in the future; and

**WHEREAS**, on October 7, 2015, the Town and MRRRA signed a Memorandum of Agreement outlining terms for the execution of a credit enhancement agreement; and

**WHEREAS**, the Town and MRRRA desire and intend that this Credit Enhancement Agreement be and constitute the MRRRA credit enhancement agreement contemplated by and described in the First Amendments to the Development Programs and the aforementioned Memorandum of Agreement; and

**WHEREAS**, the First Amendments to the Development Programs will be adopted contemporaneous with this Agreement in order to support MRRRA's investment in new infrastructure, and/or repair or replacement of existing infrastructure and related physical improvements necessary to maintain the property and attract business; and to enable MRRRA to

enter into tax refund arrangements with aeronautical business tenants who are located at the Brunswick Executive Airport; and

**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.

"Aeronautical business" means the act, practice of, or instruction in the art and science of transportation by aircraft, and operation, construction, repair or maintenance of aircraft, airports and air navigation facilities. Such uses shall include:

*Air carrier.* "Air carrier" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and is certificated under Federal Air Regulations.

*Air commerce.* "Air commerce" means the carriage by aircraft of persons or property for compensation or hire, when that carriage is a major enterprise for profit and not merely incidental to a person's other business.

*Aircraft Construction.* “Aircraft construction” means the design, construction, manufacturing or assembly of aircraft that would require the presence of an airfield as an integral part of its business operation for the design, testing, sale or distribution of aircraft.

*Aircraft dealer.* "Aircraft dealer" means any person engaged in the sale or purchase or manufacture of new or used aircraft.

*Air navigation facility.* "Air navigation facility" means any facility used in, available for use in, or designed for use in, aid of air navigation, including airports, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft.

*Air taxi.* "Air taxi" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and who

possesses an Air Taxi Commercial Operators Certificate issued by the Federal Aviation Administration under 14 Code of Federal Regulations, Part 135.

*Aviation Fueling Facilities.* “Aviation Fueling Facilities” means entities that provide aircraft fueling services.

*Basing aircraft.* "Basing aircraft" means storing, parking, tying down or mooring aircraft in Maine for more than 30 consecutive calendar days.

*Maintenance, Overhaul or Repair (MRO)* “MRO” means any business or entity involved in the maintenance, overhaul or repair of aircraft, aircraft components and aircraft completions.

“Aggregate Cap” means the aggregate cap on potential Tax Increment Revenues to be available, but not guaranteed, to MRRRA over the life of the TIF Districts as a maximum total of fifteen million dollars (\$15,000,000).

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

“Base Redevelopment Development Program Fund” means the development program fund described in Section IV. Financial Plan of the Development Programs into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Programs and Article II hereof.

“Base Redevelopment Subaccount” means the subaccount of such name in the Base Redevelopment Development Program Fund described in Section IV. Financial Plan of the Development Programs and established and maintained pursuant to the Development Programs and Article II hereof.

“Brunswick Executive Airport TIF District” means the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District as more fully defined by the Executive Airport Development Program.

“Brunswick Landing TIF District” means the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District as more fully defined by the Brunswick Landing Development Program.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the MRRRA Property that is retained in the Districts in each Tax Year during the term of the Districts, as specified in Section 2.2 hereof.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

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

“Development Programs” means the development programs and financial plans for the Districts adopted by the Town entitled the “First Amendment to the Brunswick Executive Airport II Municipal Development and Tax Increment Financing District Omnibus Development Program” and the “First Amendment to the Brunswick Landing II Municipal Development and Tax Increment Financing District Omnibus Development Program”.

“Districts” means the Brunswick Executive Airport II Municipal Development District (146 acres) and the Brunswick Landing II Development District (542 acres), designated by the Town on March 18, 2013, a map of which is attached as Exhibit A to the Development Programs.

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

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

“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.

“MRRA Property” means real property owned by MRRA within the Districts.

“Original Assessed Value” means zero dollars (\$0), the assessed value of the Districts 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 Programs 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 real property located in the Districts 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 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 Subaccount” means that portion of the Project Cost Account of the Base Redevelopment Development Program Fund for the District set aside for the Town 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.**

The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the “Base Redevelopment Development Program Fund” pursuant to, and in accordance with the terms and conditions of, the Development Programs and 30-A M.R.S.A. § 5227(3) (hereinafter the “Development Program Fund”). 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 Programs 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 Programs 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 “Base Redevelopment Project Cost Subaccount,” which is to be used to fund payments to MRRRA and/or individual developers within the Districts, and the “Town Subaccount,” for use by the Town to fund the cost of Town projects as described in the Development Programs. 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. Captured Assessed Value; Deposits into Development Program Fund.**

(a) Each year during the term of this Agreement and for each of the years between July 1, 2013 and the Effective Date of the Development Programs (hereinafter “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. From the Development Program Fund, the Town will deposit amounts into the subaccounts of the Project Cost Account, using the allocation set forth in Table 1 below (subject to the Aggregate Cap identified in Section 3.1(a) hereof):

**Table 1.  
Allocation of Tax Increment Revenues from both TIF Districts**

	<b>Town Subaccount</b>	<b>Base Redevelopment Subaccount</b>
<b>Executive Airport District:</b>		
TIF Revenues generated by “ <u>aeronautical business</u> ” tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit H) Note: “Aeronautical business” is defined in Exhibit I.	0%	100%
TIF Revenues generated by all other (i.e. not “aeronautical businesses”) tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively), and all other properties with the Executive Airport District.	50%	50%
<b>Brunswick Landing District:</b>	75%	25%
<b>Either TIF District:</b>	Variable amount on an annual basis to be determined and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.	Variable amount on an annual basis to be determined and only if needed, to make Town’s aggregate allocation of TIF Revenues equal 50% of total TIF Revenues from both TIF Districts.

(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 Base Redevelopment 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 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 2.3. Use of Monies in Development Program Fund.**

All monies in the Development Program Fund that are allocable to and/or deposited in the Base Redevelopment Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to MRRA, and possibly other developers, as described in Articles II

and III hereof, but in no event shall payments to MRRA exceed the Aggregate Cap of fifteen million dollars (\$15,000,000).

**Section 2.4. Monies Held in Segregated Account.**

All monies required to be deposited with or paid into Base Redevelopment Subaccount under the provisions hereof and the provisions of the Development Programs shall be held by the Town for the uses specified in the development programs. Interest earnings thereon shall be retained by the Town for the Town's own use.

**ARTICLE III  
PAYMENT OBLIGATIONS**

**Section 3.1. Company Payments.**

(a) The Town agrees to pay MRRA up to all amounts then on deposit in the Base Redevelopment Subaccount, following an annual Town application process and Town Council approval, on or before either thirty (30) days following the date of such Town Council approval or thirty (30) days following the Tax Payment Date(s), whichever date occurs later. In no instance will the total payments to MRRA exceed the Aggregate Cap of fifteen million dollars (\$15,000,000). The Town is not obligated to make any payments from the Base Redevelopment Subaccount unless and until such payments have been approved pursuant to the Town application process and Town Council approval described in this Section 3.1, Section 7.2 and otherwise in this Agreement. The Town Council may approve a series of payments to MRRA over a period of up to ten (10) years with respect to particular capital improvement projects for which MRRA requires financing and for which a financing lending organization requires a pledge or assignment of such payments as security pursuant to Section 7.1 herein.

(b) Annually, within 7 days of the date of the Town's annual tax commitment, the Town Assessor shall provide a list of the properties within the Brunswick Executive Airport and Brunswick Landing TIF Districts, identifying the TIF revenues to be produced, and the amount representing the 50% aggregate allocation of the TIF revenues which is anticipated to be deposited in the Base Redevelopment Subaccount. Annually, MRRA will submit its request for TIF funds to the Town in the form of a letter to the Town Manager, outlining the intended uses and anticipated costs. Within ninety (90) days from receiving the request from MRRA, the TIF Committee will meet to review MRRA's request and make a recommendation to the Town Council. Within ninety (90) days from receiving the TIF Committee's recommendation, the Town Council will take action on MRRA's request for payment of TIF revenues.

(c) The calculation of the amount available in the Base Redevelopment Subaccount is based on tax payments received and deposited. The Town may withhold from the otherwise approved payment to MRRA any amounts relating to tax abatements, refunds, or items deemed uncollected that reduce the balance in the Base Redevelopment Subaccount. In addition, if a payment has already been made to MRRA including any amounts relating to tax abatements, refunds or items deemed uncollected that reduce the balance in the Base Redevelopment Subaccount, MRRA must repay such amount to the Town within thirty (30) days of the Town's written notice of such repayment obligation. If MRRA does not make such repayment before the

Town’s next payment to MRRA pursuant to this Agreement, the Town may reduce such next payment by the amount of the obligated MRRA repayment.

(d) 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 Town shall be under no obligation to pay MRRA’s share of the Tax Increment Revenues to MRRA. In such a circumstance, 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 Town Subaccount in accordance with Article II hereof.

**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 Base Redevelopment Subaccount is insufficient to reimburse MRRA for the full amount due to MRRA 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.

**Section 3.3. Manner of Payments.**

The payments provided for in this Article III shall be paid directly to MRRA.

**Section 3.4. 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 MRRA hereunder, whether or not actually deposited into Base Redevelopment 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  
FURTHER INSTRUMENTS AND BOOKS AND RECORDS**

**Section 4.1. Further Instruments.**

The Town shall, upon the reasonable request of MRRA, 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 MRRA.

**Section 4.2. Access to Books and Records.**

(a) All non-confidential 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 Base Redevelopment Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by MRRA, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of MRRA relating to the District, the Development Program, this Agreement and the monies, revenues and receipts used from the Base Redevelopment Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by Town, its agents and employees.

**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 MRRA when the same shall become due and payable;

(b) Any failure by the Town to make deposits into Base Redevelopment Subaccount as and when due;

(c) Any failure by the Town or MRRA to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or MRRA 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 approval of the First Amendments to both Development Programs. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Programs and shall expire upon the earlier of: (1) the payment of all amounts due to MRRRA hereunder and the performance of all obligations on the part of the Town hereunder; (2) the combined aggregate payment of \$15 million of Tax Increment Revenues from the Town to MRRRA regardless of whether such payment is pursuant to this or any credit enhancement agreement; or (3) December 31, 2043; 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 MRRRA 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 MRRRA'S INTEREST**

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

MRRRA shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the Town, including any assignment or pledge associated with financing. MRRRA shall be responsible for the Town's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

**Section 7.2. Tax Obligation of MRRRA, Lessees, Assigns and Successors**

(a) MRRRA agrees that MRRRA and its lessees, assigns and successors shall not challenge or appeal the Town's interpretation and application of the aeronautical property tax exemption specified in Title 26 MRSA § 651 and further agrees that all future leases of property in the Executive Airport District shall include language substantially to the effect that:

MRRRA and not Lessee is the taxpayer; MRRRA has sole decision-making authority regarding real estate taxes for the property, including deciding whether to apply for any possible tax exemptions or tax abatements; and that Lessee agrees that Lessee will not claim third-party status as the taxpayer, will not challenge the tax treatment of the property in any way, including applying for a tax exemption or tax abatement; and Lessee agrees that any violation of these tax-related provisions will be deemed a default under the Lease.

(b) Before the Town Council will approve any request by MRRRA for payments for a business purporting to qualify as an “aeronautical business,” as that term is defined herein, the Town must be given the opportunity to review the draft lease between MRRRA and the business prior to execution of the lease in order to ensure that the Town is satisfied with the language prohibiting the business from challenging the tax treatment of the property. (c) Should legislative action or judicial interpretation result in the Town changing its interpretation and application of the aeronautical property tax exemption causing the values of Hangars 4, 5, and 6 to become tax exempt, MRRRA agrees that the aggregate cap shall be reduced to correspond to the dollar amount of the property tax exemption.

## **ARTICLE VIII MISCELLANEOUS**

### **Section 8.1. Successors.**

In the event of the dissolution, merger or consolidation of the Town or MRRRA, 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. Notwithstanding this Subsection 8.1, unless the Town affirmatively approves of such action, the Town shall have the unilateral right to terminate this Agreement upon the dissolution, merger or consolidation of MRRRA, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

### **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 MRRRA 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 MRRRA.

### **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.**

(a) 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 Council 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.

(b) No covenant, stipulation, obligation or agreement of MRRA contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of MRRA in his or her individual capacity, and no official, officer, employee or agent of MRRA 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. Amendments.**

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

**Section 8.8. Integration.**

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

**Section 8.9. 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. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the Town's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

**Section 8.10. Dismissal of Lawsuit**

Within ten (10) business days of receipt of unconditional approval from DECD on the First Amendments to the Development Programs, MRRA shall file a motion to dismiss with prejudice and without costs, pending litigation between the Town and MRRA in Cumberland County Superior Court, Docket No. CV-2014-201.

**Section 8.11. Notices.**

All notices, certificates, requests, requisitions or other communications by the Town or MRRA 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 Manager  
Town of Brunswick  
85 Union Street  
Brunswick, Maine 04011

With a copy to:

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

If to MRRA:

Executive Director  
MRRA  
15 Terminal Road  
Suite 200  
Brunswick, ME 04011

With a copy to:

John S. Kaminski  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

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.

**IN WITNESS WHEREOF**, the Town and MRRRA 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: John S. Eldridge, III  
Its Town Manager

WITNESS:

MIDCOAST REGIONAL REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Steven Levesque  
Its Executive Director

Exhibit 1: Map of Districts

**TOWN OF BRUNSWICK, MAINE  
TOWN COUNCIL**

**An Order Authorizing the Town Manager to Execute a Credit Enhancement Agreement with the  
Midcoast Regional Redevelopment Authority**

**WHEREAS**, the Midcoast Regional Redevelopment Authority (“MRRA”) is a public municipal corporation created by the Maine legislature for the purpose of assisting with the successful redevelopment of the properties located within the boundaries of the former Brunswick Naval Air Station (“BNAS”); and

**WHEREAS**, The Town of Brunswick designated two tax increment financing (“TIF”) districts to assist with the redevelopment of BNAS: (1) the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District (the “Executive Airport District”); and (2) the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”) (and collectively the “TIF Districts”), in March 2013, and the State of Maine Department of Economic and Community Development (“DECD”) issued conditional approval of the TIF Districts on March 29, 2013; and

**WHEREAS**, the Town adopted a Development Program for both TIF Districts in July 2013, and DECD granted full approval of the two TIF Districts and the Development Programs for both TIF Districts on October 24, 2013; and

**WHEREAS**, MRRA has appealed the Town of Brunswick Assessor’s determination that certain MRRA properties are not exempt from property taxation; and

**WHEREAS**, MRRA has filed a civil action against the Town now pending in the Cumberland County Superior Court, Docket NO. CV-2014-201 (“pending action”); and

**WHEREAS**, as a resolution to the pending action, the MRRA and the Town negotiated a Memorandum of Agreement (“MOA”); and

**WHEREAS**, under the terms of the MOA the Town agreed to amend the Development Programs for both TIF Districts and enter into a Credit Enhancement Agreement (“CEA”) with MRRA; and

**WHEREAS**, on June 20, 2016, the Town Council adopted the First Amendment for the Brunswick Landing II Omnibus Municipal Development and Tax Increment Financing District and the First Amendment for the Brunswick Executive Airport II Omnibus Municipal Development and Tax Increment Financing District;

**NOW THEREFORE, BE IT ORDERED**, the Town Manager is authorized to execute the CEA on behalf of the Town of Brunswick.

Proposed to Town Council:      June 6, 2016  
Adopted by Town Council:

ITEM 76

BACK UP MATERIALS

**TOWN OF BRUNSWICK**

85 Union Street Brunswick, Maine 04011 TEL: (207) 725-6658 FAX: (207) 725-6663

**APPLICATION FOR LICENSE OR PERMIT**

New License: Opening Date \_\_\_\_\_  Renewal License

**Business Name:** Union Street Bakery E-Mail: sandraholland@gmail.com

**Business Address:** 40 Union St. Brunswick, ME 04011 **Business Phone Number:** 207-844-1800

**Name of Contact Person:** Sandra Holland **Contact's Phone Number:** 207-751-5520

**Mailing Address for Correspondence:** 40 Union St. Brunswick, ME 04011

**Signature of Applicant:** Sandra R Holland **Date:** 5-26-16

**Type of Business:**  Sole Proprietor-Owner's Name: \_\_\_\_\_

Partnership-Partners' Names: \_\_\_\_\_

Corporation-Corporation Name: \_\_\_\_\_

**Corporations Please Complete:**

**Incorporation Date:** \_\_\_\_\_ **Incorporation State:** \_\_\_\_\_

**Address of Incorporation:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

<i>Name of Corp. Officer, Owner, or Partners:</i>	<i>Title</i>	<i>Address</i>	<i>% of Stock or ownership</i>

**Note: There will be a late fee for any expired licenses (\$25) w/ fees higher than (\$50) and (\$10) for licenses w/ fees (\$50) or less. The fine will double after the license has been expired for more than 30 days. New licenses are prorated by the half-year.**

**Select Type of License you are applying for on back of this page**

**Town Clerk Use Only:** **Type of License** Public Way

All Licenses: Personal Property Taxes Paid

~~Peddler~~: Codes  Skayed Codes Officer Signature

Seller of Prepared Food on Public Way:  Insurance Binder  Picture of Cart  Council Approval

Victualer/Innkeeper/Tattooing Establishment  State Health Certificate

Junkyard:  Public Hearing Date  Advertising Fee

Mailed or Issued Date: \_\_\_\_\_ Paid Fee: \$ 25.00 Cash/  Check Date 6-2-16

Union St

**License Fees & Schedule: Please check the type of license you are applying for.**

**Bazaar or Flea Market**-Exp. June 30<sup>th</sup>

\_\_\_\_\_ 1-3 Days (\$50) Date and Location of Event: \_\_\_\_\_  
\_\_\_\_\_ Annual (\$225)

**Bowling Alleys, Pool Halls and Billiards**-Exp. June 30<sup>th</sup>

\_\_\_\_\_ Number of Lanes (\$20 each) \_\_\_\_\_ Number of Pool/Billiard Tables (\$20 each)

**Carnival or Circus**

\_\_\_\_\_ Number of Days (\$150/day) Date and Location of Event: \_\_\_\_\_

**Commercial Vehicle**-Exp. December 31<sup>st</sup> \_\_\_\_\_ Number of Vehicles (\$75/vehicle) (New licenses issued between 7/1 and 12/31 is \$38 per vehicle) (New Vehicles – one time \$25 inspection fee)

**Food Service Establishment (Victualer)**-Exp. May 31<sup>st</sup> *Current State Health Certificate must accompany application*

FSE Serving Malt, Vinous & Spirituous Liquor (\$250)

FSE Serving Malt and Vinous (\$200)

FSE Serving Malt or Vinous (\$175)

FSE with Sit Down, no Alcohol (\$100)

FSE Mobile Carts, Take Out, Coffee, Popcorn, Catering,

B&B's, Bakeries, or Prepared Seafood Vender, ETC (\$75)

**Innkeeper**-Exp. May 31<sup>st</sup>  1-15 Rooms (\$100) *Current State Health Certificate must accompany application*

16+ Rooms (\$175)

**Junkyard, Automobile Graveyard** (\$50 each, both Exp. Oct. 1<sup>st</sup>)  **Auto Recycling** (\$250-5 Yrs)

Plus \$25 application fee for each type \_\_\_\_\_

**Pawnbroker** (\$75) Exp. June 30<sup>th</sup>

**Peddler:**

\_\_\_\_\_ #Weeks/\$25/week \_\_\_\_\_ #Months (up to-3 months-\$50/ up to-6 months \$75) \_\_\_1 Year (up to 12 months \$100)

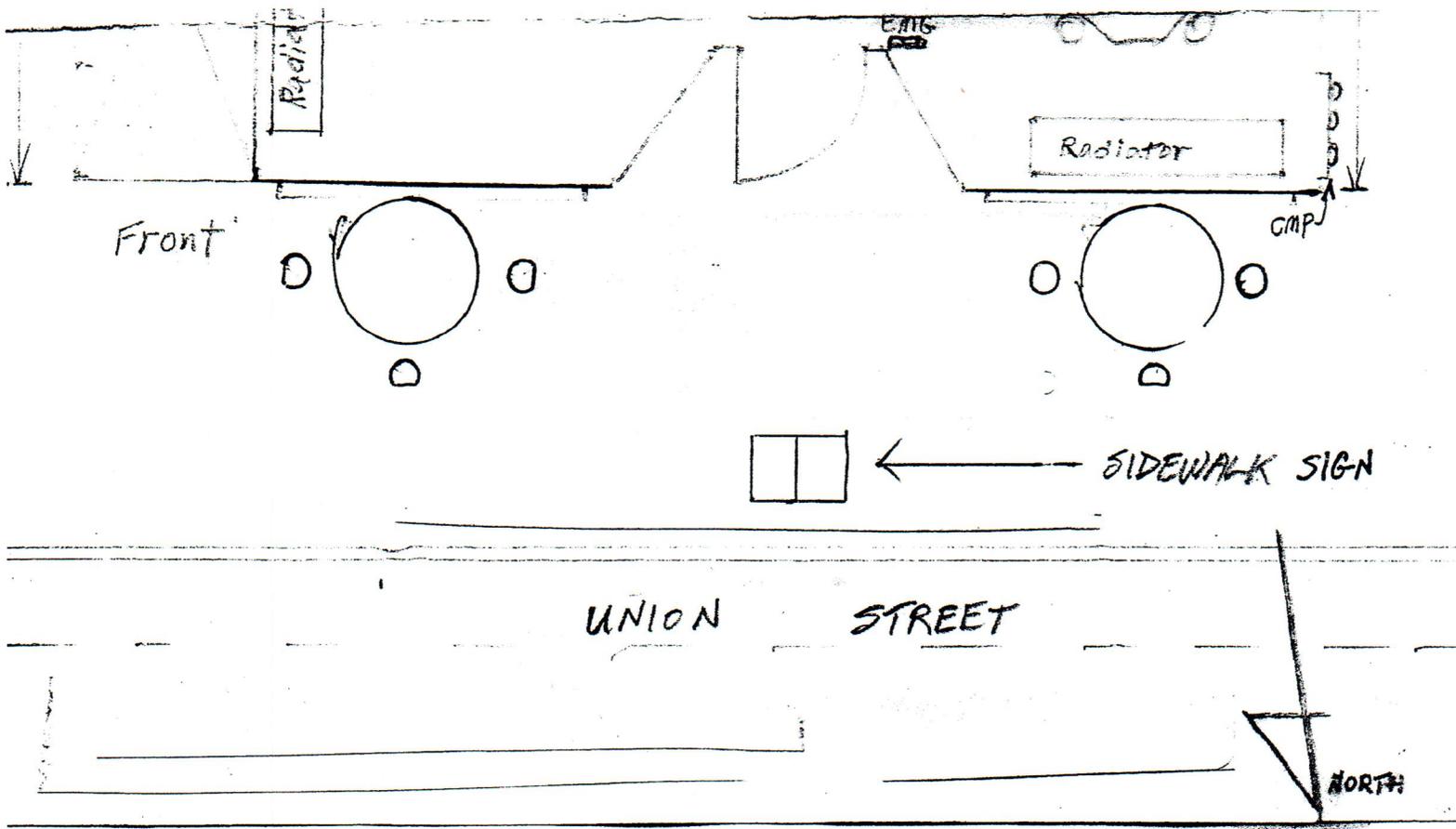
**Pinball Mach. - Other Amuse Devices** (\$35/each) Exp. June 30<sup>th</sup> \_\_\_\_\_ Number of Machines/Devices

**Second Hand Dealer** (\$75)-Exp. June 30<sup>th</sup>

**Sellers of Prepared Food on Public Way** (\$1500 Mall vendor/\$3,000 Farmers Market/\$25 other)  
 Location: 40 Union St. Brunswick, ME 04011 Exp. 1<sup>st</sup> PH in March  
 As part of the application you must submit a letter of intent from insurance carrier, picture of food service device (not needed for renewals) and a victualer's license. Mall vendors, please list food to be sold: \_\_\_\_\_ (or submit printed menu)  
 I certify that, to the best of my knowledge, I have complied with all laws and ordinances of the State of Maine and the Town of Brunswick.  
Mandra S. Holland (Signature of owner, officer, partner or agent)  
 New applicants must contact the Recreation Department (Peter Baecher) for cart dimensions and mall access. Tel# 207-725-6656  
 There is no proration on new licenses.

**Tattooing Establishment** (\$75)-Exp. June 30<sup>th</sup> *Current State Health Certificate must accompany application*

**Theater** (\$150 per screen)-Exp. June 30<sup>th</sup> \_\_\_\_\_ Number of Screens



Tables, chairs, sign removed at night.  
 5' clearance to be maintained between tables, sign and curb.

SPPW Lemongrass

**TOWN OF BRUNSWICK**

85 Union Street Brunswick, Maine 04011 TEL: (207) 725-6658 FAX: (207) 725-6663

**APPLICATION FOR LICENSE OR PERMIT**

New License: Opening Date \_\_\_\_\_  Renewal License

**Business Name:** Lemongrass L.L.C E-Mail: Hoang-alan@hotmail

Business Address: 212 E Maine St. Business Phone Number: 725-9108

Name of Contact Person: Alan Hoang Contact's Phone Number: 837-3250

Mailing Address for Correspondence: \_\_\_\_\_

Signature of Applicant: [Signature] Date: May 18, 2016

Type of Business:  Sole Proprietor-Owner's Name: \_\_\_\_\_

Partnership-Partners' Names: \_\_\_\_\_

Corporation-Corporation Name: \_\_\_\_\_

**Corporations Please Complete:**

Incorporation Date: \_\_\_\_\_ Incorporation State: \_\_\_\_\_

Address of Incorporation: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Corp. Officer, Owner, or Partners: Title Address % of Stock or ownership

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership

**Note: There will be a late fee for any expired licenses (\$25) w/ fees higher than (\$50) and (\$10) for licenses w/ fees (\$50) or less. The fine will double after the license has been expired for more than 30 days. New licenses are prorated by the half-year.**

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**Town Clerk Use Only:**

Type of License Public Way

All Licenses: Personal Property Taxes Paid

Reddler: Codes  \_\_\_\_\_ Codes Officer Signature

Seller of Prepared Food on Public Way:  Insurance Binder  Picture of Cart  Council Approval

Victualer/Innkeeper/Tattooing Establishment  State Health Certificate

Junkyard:  Public Hearing Date  Advertising Fee

Mailed or Issued Date: \_\_\_\_\_ Paid Fee: 25 Cash/Check  Date 6/1/16

**License Fees & Schedule: Please check the type of license you are applying for.**

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- FSE with Sit Down, no Alcohol (\$100)
- FSE Mobile Carts, Take Out, Coffee, Popcorn, Catering, B&B's, Bakeries, or Prepared Seafood Vender, ETC (\$75)

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- 16+ Rooms (\$175)

*Current State Health Certificate must accompany application*

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Plus \$25 application fee for each type \_\_\_\_\_

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**Peddler:**

\_\_\_\_\_ #Weeks/\$25/week \_\_\_\_\_ #Months (up to-3 months-\$50/ up to-6 months \$75) \_\_\_\_\_ 1 Year (up to 12 months \$100)

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**Second Hand Dealer** (\$75)-Exp. June 30<sup>th</sup>

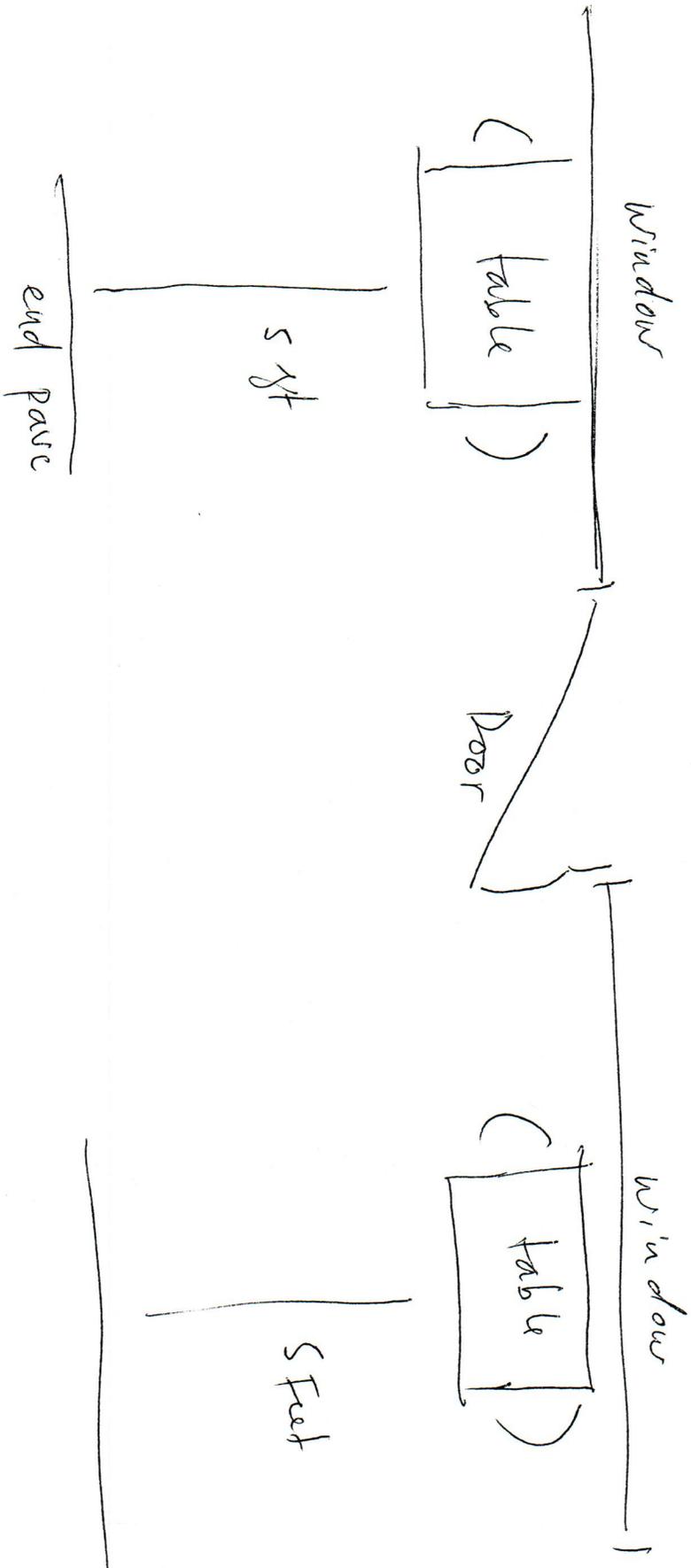
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 Location: 212E Maine St. Brunswick Exp. 1<sup>st</sup> PH in March  
 As part of the application you must submit a letter of intent from insurance carrier, picture of food service device (not needed for renewals) and a victualer's license. Mall vendors, please list food to be sold: \_\_\_\_\_ (or submit printed menu)  
 I certify that, to the best of my knowledge, I have complied with all laws and ordinances of the State of Maine and the Town of Brunswick.  
 \_\_\_\_\_ (Signature of owner, officer, partner or agent)  
 New applicants must contact the Recreation Department (Peter Baecher) for cart dimensions and mall access. Tel# 207-725-6656  
 There is no proration on new licenses.

**Tattooing Establishment** (\$75)-Exp. June 30<sup>th</sup> *Current State Health Certificate must accompany application*

**Theater** (\$150 per screen)-Exp. June 30<sup>th</sup> \_\_\_\_\_ Number of Screens

LEMON GLASS

212E WATINE 8T



ITEM 77

BACK UP MATERIALS

# Town of Brunswick, Maine

OFFICE OF THE TOWN MANAGER

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## MEMORANDUM

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**TO:** Town Council

**FROM:** John Eldridge  
Town Manager

**DATE:** June 16, 2016

**SUBJECT:** 946 Mere Point Road

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At the June 6<sup>th</sup> meeting, the Town Council had a brief conversation about a tax-acquired property located at 946 Mere Point Road. At its June 16<sup>th</sup> meeting, the Finance Committee will be discussing the status of tax-acquired property, including 946 Mere Point Road. In a memo to the Finance Committee, I indicated that the Town's policy outlined three options regarding this, or any tax-acquired property:

- Retain for public use
- Retain on a temporary basis
- Sell the property

The Finance Committee is being asked whether it wishes to make a recommendation to the Council regarding this property. One consideration would be to allow the Town additional time to evaluate whether the property should be retained for public use. Should the Council wish to hold the property for further evaluation, it should provide that direction to the Town Manager. Further, the Council should determine a deadline for making a final decision regarding disposition and state whether the prior owner may re-acquire the property during the evaluation period. My recommendation is that any evaluation period not exceed sixty (60) days.

Should the Town Council wish to keep the property, the Town should initiate a quiet title action. This is a lawsuit filed to establish ownership of real property. It seeks to prevent others from making subsequent claims to the property. For instance, a claim could be brought alleging a deficiency in the Town's tax lien. Presumably, the quiet title process would identify any potential deficiencies. Given that the Town was considering the property for access to a public mooring site, we had a preliminary title search conducted. We believe that search identified any parties who may have had an interest in the property. The quiet title process is intended to eliminate any uncertainties regarding title.

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NO BACK UP MATERIALS