



***Town of Boothbay***  
***Office of the Town Manager***  
***James D Chaousis II***

To: Board of Selectmen  
From: James D Chaousis II  
Date: 12/7/2013  
Sub: Agenda for 12/11/2013

I flipped the Old Business with the Reports on the agenda. I figure that there will be people interested in the Cross River Property and the TIF discussion but they may not be interested in all of the reports. I hope this is ok with everyone. It can be re-flipped if not.

This memo is designed to explain the items on the agenda for the next meeting.

**Old Business**

- ♦ Cross River Property
  - Proposals for the Cross River Property have been received according to the RFP
  - We only received one proposal that was hand delivered by the BRLT Executive Director
  - The proposal will remain sealed until the meeting
- ♦ Tax Increment Financing Development Plan
  - As per your direction, I have written and distributed the TIF Development plan draft
  - I haven't heard anything back about the document, so I have continued like it meets approval
  - According to my email earlier this week, and included in the packet, I believe that we will have more time to address this issue after further review. We will discuss at the meeting
- ♦ BRAS Budget Committee Request
  - Tabled from last meeting
- ♦ Goals and Objectives
  - Please read and review the memo in the packet for accuracy

**Reports**

- ♦ MMA Executive Committee Report
  - I would like to report to the BOS events according to the recent MMA EC meeting
- ♦ MTCMA Executive Committee Report
  - I would like to report to the BOS events according to the recent MTCMA EC meeting
- ♦ Comprehensive Planning Committee
  - Enclosed in your packets is a piece of information that the CPC recently worked on.
- ♦ Annual Town Christmas Party
  - Reminder about the Christmas Part and the tax free initiative
- ♦ Department Reports
  - We will meet in the afternoon on Wednesday to discuss department current issues

**New Business**

- ♦ Appointee Recognition
  - As per Chairman's request, I have added a spot to discuss how to recognize appointees for service
- ♦ FY 2015 Budget- Town Manager Budget Plan
  - I will present my budget plan for FY 2015
  - It is not completed at this time but it should be complete for the meeting

**Board of Selectmen**

Steven C. Lewis, Chairman  
Dale C Harmon, Vice Chairman  
Charles R. Cunningham  
Douglas W Burnham  
Stephen W. Ham

**Town Manager**

James D Chaousis II



**Town of Boothbay  
Board of Selectmen Meeting  
Wednesday, December 11, 2013  
7:00 PM  
Agenda**

- 1. Pledge of Allegiance**
- 2. Margarita Krylovic, Berry, Talbot, and Royer, Town Auditor**
- 3. Public Comment**
- 4. Approve minutes of previous meeting- (11/27/2013)**
- 5. Old Business**
  - a. Cross River Property RFP
  - b. Tax Increment Financing Development Plan
  - c. BRAS Budget Committee Request
  - d. Goals and Objectives
- 6. Reports**
  - a. MMA Executive Committee Report
  - b. MTCMA Executive Committee Report
  - c. Comprehensive Planning Committee
  - d. Annual Town Christmas Party
  - e. Department Head Report
- 7. New Business**
  - a. Appointee Recognition
  - b. FY 2015 Budget- Town Manager Budget Plan
- 8. Public Comment**
- 9. Review Warrants and sign**
- 10. Adjourn Meeting**

**Board of Selectmen**

Steven Lewis, Chairman  
Dale Harmon, Vice Chair  
Douglas Burnham  
Charles R. Cunningham  
Stephen W. Ham

**Town Manager**

James D. Chaousis II



**Town of Boothbay  
Board of Selectmen Meeting**

**Wednesday, November 27 2013**

**7:00 PM**

**MINUTES**

1. **Call Meeting to order:** Chairman Steve Lewis called the meeting to order at 7:00PM **Present:** Steven Lewis, Dale Harmon, Douglas Burnham, Charles Cunningham, Stephen Ham and James Chaousis II Town Manager
2. **Pledge of Allegiance:**
3. **Dave & Ruth Alley:** RE: 2005 Consent Agreement – The previous landowner, Mr. Koch had entered into a consent agreement with the Town of Boothbay before Mr. & Mrs. Alley purchased the property in 2007. The Alleys have been trying to abide by the agreement but now they want to build a house on the property and they feel the consent agreement has to be absolved before they can build their house. Mr. Chaousis said he thinks they can abide by the consent agreement and still build their house. Mr. Chaousis said another consent agreement would have to be entered into to dissolve this consent agreement. It would be easier to let this one run out in 2015 like it should, if possible. Mr. Chaousis explained that if Mr. & Mrs. Alley submit plans to the CEO like anyone else would they can be treated like anyone else would. The CEO/Town can change/approve the plans to make them fit in with the consent agreement and still follow it. Once this was explained the Alley's said they were willing to try that route. Mr. Lewis said he would rather they try that first and if it did not work out then they could come back to the Selectmen to ask to have it dissolved.
4. **Minutes:** Dale Harmon made a motion to approve the minutes of the 11/13/2013 meeting and Doug Burnham seconded the motion. **Vote: 5-0 in favor.**
5. **Public Comment:** Henry Rowe talked about the Woodchucks, he said they delivered 25 truckloads of wood last week. They are entering their fifth year and have delivered a total of 295 truckloads of wood. He thanked Steve Lewis and the guys at the Transfer Station for their help.

Mr. Chaousis talked about a recent article in the Boothbay Register and apologized for some wrong phrasing he used that might have offended some people. He stated:

- e. **FY 2015 Budget** – Mr. Chaousis gave the Selectmen a timeline for this. There will not be a Selectmen's meeting on December 25<sup>th</sup> 2013. Henry Rowe asked about the Town allocation of funds for record keeping of old records.
  - f. **Goals & Objectives** – The Selectmen and Town manager met before tonight's meeting to discuss this. A report will be generated for the next meeting.
  - g. **Special Town Meeting Timeline/survey** – If a STM is held in March a warrant would need to be signed 01/08/14 if by referendum and 02/03/14 if by open town meeting. Mr. Chaousis said the survey really was inconclusive. Chuck Cunningham thinks they should take 12 months and do this right if they going to do it again. Steve Lewis thinks it is too soon to do it again. Eric Wood asked if the town lost control over the entrance to the road to the Country club and Mr. Chaousis said yes, that is out of the Town's hands now. There was a discussion on if there was enough time to do education between now and January, with the holidays, plus how to change the TIF if changes were to be made to it. Dale Harmon said he would like to see people in the community sell it to others in the community. It was mentioned that staff are taking the heat for this topic. Steve Ham said he thought this should be reintroduced as soon as possible because it is the right thing to do. Steve Ham made a motion to reintroduce the TIF for a vote in March by referendum vote, warrant to be signed on 12/11/2013 , the credit enhancements to be taken out, Economic development director taken out and infrastructure of roads be done with TIF money put in and Dale Harmon seconded the motion. **Vote: 4-1 in favor.** Chuck Cunningham cast the one negative vote, saying it is just too soon. Steve Lewis said he would prefer to have nothing else on the warrant put this one question.
  - h. **Department Head report** - PWD was out sanding recently, they have the Christmas lights up and are ready for winter. The CEO is still busy. The ICE BEAR is here. Foreclosures happen on 12/18/2013, about 30 of them. Dog licenses are now available. Assessing is getting ready for a Bette audit, the mapping project is underway. Santa will be here Saturday. The Town Office will be closed on Christmas Eve as well as Christmas. The town has received the local road check. There is a survey out for the vision/logo of the region project.
7. **Old Business:**
- a. **BRAS Budget Committee Request** – Steve Lewis recused himself and Dale Harmon took over this part of the meeting. The ad for anyone interested in the committee has been in the newspaper for 1 week. Mr. Leonard has also expressed an interest in the Port Committee. Mr. Leonard said he would have time to do both if given the opportunity. Steve Lewis, as a member of the audience, stated that BRAS is in the process of changing their government structure with a bylaw change. He stated that the change would create a governing board with town appointee because of the large subsidy coming from the towns with the

hospital closure. Mr. Leonard asked if it was BRAS's intention to create a special district like the Refuse District. Steve Lewis answered that it was not their intention at this time but the governing structure would resemble a district and it may be entertained in the future. Chuck Cunningham made a motion to appoint Mr. Frosty Leonard to the Port Committee and Steve Ham seconded the motion. **Vote: 4-0 in favor.** It was decided to let the ad for the BRAS committee run in the newspaper another week and look at it again at the next meeting.

- b. **Social Media Policy** – Steve Lewis said he thought the policy was too in depth. Chuck Cunningham said he thought the comments were going to be disabled on Facebook, if that is done the policy should not be needed, it is too much. The Selectmen said do not go forward with the policy.
- c. **Spirit of America Nominee** – A nominee was skipped in 2013. It was decided to make an announcement each year at the annual Town Meeting.

**8. New Business:**

- a. **Giving Tuesday Declaration** – Valerie Young, Bigelow Labs, contacted the Selectmen with a declaration she would like them to sign making the Tuesday following Thanksgiving Giving Tuesday. Boothbay Harbor is supporting this. After reading the resolution, Chuck Cunningham made a motion to pass the resolution and Steve Ham seconded the motion. **Vote: 5-0 in favor.**
9. **Public Comment:** Steve Lewis made the comment that he loves how this board can talk things out and functions. Even though they don't always agree, they still talk things through and work together as a team.
10. **Review Warrants and sign:** Steve Ham made a motion to review the warrants and sign them and Dale Harmon seconded the motion. **Vote: 5-0 in favor.**
11. **Adjourn Meeting:** Chuck Cunningham made a motion to adjourn the meeting at 9:30PM and Dale Harmon seconded the motion. **Vote: 5-0 in favor.**

## Jim Chaousis

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To: BOS  
Subject: Good news

To all,

I spent a lot of time last night and this morning going over the original TIF document, the redrafted TIF document, and my notes from the last six months in regards to the TIF and I think I stumbled on a piece that will create a lot more time. Let me explain:

I obviously used the original TIF document to create the draft TIF. After rewriting the TIF document I reconciled all the previous data to in the original document. In year one of the TIF, starting April 1, 2014, we stated that the captured assessed value would be \$4,850,000. That number is based on the spreadsheet provided by Shoshana Mueller, Bernstein and Shur (Coulombe's attorney). We used her spreadsheet and the appraiser's report to calculate the captured assessed value. We made their estimates more conservative and incorporated them into the TID document.

When you back track the assumptions made by the two attorneys (ours and theirs) you will find that they lumped the CAV of FY 2013 and FY 2014 together for year one of the TIF or FY 2015. By law, FY 2015 will realize real property value that was in place on April 1, 2014. In FY 2015, TIF law allows you to capture the CAV from April 1, 2013. There will be valuation changes in properties before April 1, 2013 that could be captured but they consist mainly of land acquisition costs and minor property improvements. If I were to guess, the captured assessed value before April 1, 2013 would be inconsequential to the \$22.3M that we could capture. It accounts for maybe 1% of the captured value that we are aiming for. We wouldn't have seen this in the current construct of the TIF Development Plan.

Therefore, we can capture 99% of the new value by having a TIF question presented to Town Meeting before March 1, 2015. **This gives us A LOT more time!** Now the question is, when do you ask the question? That question is completely political, and therefore, your jurisdiction. I would recommend May Town Meeting or a Special Town Meeting in November.

Speaking to Steve Lewis earlier, you might inquire why we pushed the timeline so hard in November. Remember that we were trying to leverage MDOT grant funds with a bond based on the TIF revenues. Without that pressure, it is a completely different ballgame.

Please review the TIF Development Program draft but I will introduce this information on December 11<sup>th</sup>. At that time we may want to reassess our timeline.

Thank you.

James D Chaousis II, Town Manager  
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**TOWN OF BOOTHBAY  
DEVELOPMENT PROGRAM  
MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT #3  
(BOOTHBAY COMMERCIAL DEVELOPMENT DISTRICT)**

**February 24, 2014**

**TOWN OF BOOTHBAY  
MUNICIPAL TAX INCREMENT FINANCING APPLICATION COVER SHEET TIF**

- A. **General Information:** 1. Name of Applicant: Town of Boothbay  
2. Address: PO Box 106, 1011 Wiscasset Rd., Boothbay, ME 04537  
3. Telephone: (207) 633-2051      4. Fax: (207) 633-6620      5. E-Mail:  
townmanager@townofboothbay.org  
6. Municipal Contact Person: James D Chaousis II, Town Manager

7. Business Name: See note below  
8. Address: See note below  
9. Telephone: See note below      10. Fax:      11. E-Mail:  
12. Business Contact Person:  
13. Principal Place of Business:  
14. Company Structure (e.g. corporation, sub-chapter S, etc.):  
15. Place of Incorporation:  
16. Names of Officers:  
17. Principal Owner(s) Name and Address:  
18. Address:

**Note: This Development Program creates an omnibus TIF District and Development Program authorizing multiple Credit Enhancement Agreements with companies or developers of individual lots in the District. The amount of the Captured Assessed Value to be reimbursed to developers and companies will be determined by investment and economic development criteria established by the Town.**

**B. Disclosure**

1. Check the public purpose that will be met by the business using this incentive (any that apply):  
☒ job creation    ☒ job retention    ☒ capital investment    ☐ training investment  
☒ tax base improvement    ☒ public facilities improvement    ☐ other (list):  
2. Check the specific items for which TIF revenues will be used (any that apply):  
☐ real estate purchase    ☐ machinery & equipment purchase    ☐ training costs    ☐ debt  
Reduction    ☒ other: construction costs and other (see Development Program for further description)

**C. Employment Data**

List the company's goals for the number, type and wage levels of jobs to be created or retained as a result of the TIF revenues received (*please use next page*).



## EMPLOYMENT GOALS

**Note: This Development Program creates an omnibus TIF District and Development Program authorizing multiple Credit Enhancement Agreements with companies or developers of individual lots in the District. The amount of the Captured Assessed Value to be reimbursed to developers and companies will be determined by investment and job criteria established by the Town.**

Company Goals for Job Creation and Job Retention

### A. Job Creation Goals

<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical			
2. Administrative Support, inc. Clerical			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production, & Transportation			

### B. Job Retention Goals

<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical			\$
2. Administrative Support, inc. Clerical			\$
3. Sales & Service			\$
4. Agriculture, Forestry & Fishing			\$
5. Maintenance, Construction, Production, & Transportation			\$
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

## INSTRUCTIONS

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 5 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

**B. Job Retention Goals.** Please list the number, type and wage level of jobs retained as a result of the economic development incentive. “Part B should be completed using same definitions in Part A.

## OCCUPATIONAL CLUSTERS

### 1. EXECUTIVE, PROFESSIONAL & TECHNICAL

**Executive, administrative and managerial.** Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.

**Professional specialty.** This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.

**Technicians and related support.** This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

### 2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

**Administrative support, including clerical.** Workers in this group prepare and record memos, letters, and reports; collect accounts; gather and distribute information; operate office machines; and handle other administrative tasks.

### 3. SALES AND SERVICE

**Marketing and sales.** Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.

**Service.** This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

### 4. AGRICULTURE, FORESTRY AND FISHING

**Agriculture, forestry and fishing.** Workers in these occupations cultivate plants, breed and raise animals, and catch fish.

### 5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

**Mechanics, installers, and repairers.** Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.

**Construction trades and extractive.** Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.

**Production.** These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.

**Transportation and material moving.** Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

**DISTRICT #3 (BOOTHBAY VILLAGE & INDUSTRIAL PARK): STATUTORY REQUIREMENTS & THRESHOLDS**

<b>A. ACRE LIMITATION</b>		
1. Total Acreage of Municipality		13,614 acres
2. Total Acreage of Proposed Municipal TIF District		272 acres
3. Total <b>Pine Tree Zone</b> acres contained in the Proposed Municipal TIF District		0
4. Total <b>Downtown</b> acres contained in the Proposed Municipal TIF District		0
5. Total <b>Transit</b> acres contained in the Proposed Municipal TIF District		0
6. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4-A5)		272
7. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A6 by A1		1.998%
8. Total acreage of all existing and proposed municipal TIF Districts in the municipality. Add A2 to sum of all existing TIF district acreage.		278.97 acres
9. Total acreage of any existing or Proposed Downtown TIF Districts in the municipality.		0
10. Total acreage of all existing or Proposed Pine Tree Zone TIF Districts in the municipality.		0
11. Total acreage of all existing or Proposed Transit TIF Districts in the municipality.		0
12. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A9+A10+A11 from A8.		278.97 acres
13. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A12 by A1.		2.05%
14. Total Acreage of all real property in the Proposed Municipal TIF District that is:		
(Note: a, b, or c must be at least 25%)	Acreage	%
a. Blighted (Divide acres by A2)		
b. In need of rehabilitation/conservation (Divide acres by A2)		
c. Suitable for industrial/commercial site (Divide acres by A2)	272	100%
<b>TOTAL</b>	272	100%
<b>B. VALUATION LIMITATION</b>		
1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1<sup>st</sup></i>		\$955,300,000
2. Original Assessed Value (OAV) of Municipal TIF District. <i>Use March 31<sup>st</sup> of tax year proceeding date of municipal designation</i>		\$13,605,900
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. Add b2 to sum of all existing TIF district OAVs.		\$15,975,500
4. OAV of all existing or proposed Downtown TIF Districts in the municipality.		0
5. OAV of all existing or Proposed Pine Tree Zone TIF Districts in the municipality.		0
6. OAV of all existing or Proposed Transit TIF Districts in the municipality.		0
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap Subtract B4+B5+B6 from B3		\$15,975,500
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) Divide B7 by B1		1.67%

**Town of Boothbay**  
**Municipal Development and Tax Increment Financing District #3 Development Program**  
**(Boothbay Commercial Development District)**

**Article I: Introduction and Summary of Benefits.**

Section 1.01: Development and Tax Increment District. The Town desires to create a municipal development and tax increment financing district located in the Boothbay Village and along a portion of Route 27 and also including the Boothbay Industrial Park in order to expand and diversify the Town's tax base and improve its economy. This Development Program will provide infrastructure, street and sidewalk improvements, necessary for commercial development of property in the District. This Development Program thus will finance certain public improvements which will lead to commercial development, thereby expanding and diversifying the Town's tax base. This Development Program will also provide incentives for commercial development of property in the District.

Section 1.02. Benefits of the District. This Development Program will create a number of benefits for the Town, including the following:

A. New Tax Dollars for the Town. The District will expand and diversify the tax base of the Town, resulting in substantial new property tax revenues which will be used to pay costs of the Capital Program and the Public Facilities, Improvements and Programs described herein.

B. Economic Development; New Jobs. The District will facilitate the development of property in the District, which will result in the creation of new jobs and economic development in the Town.

C. Savings for Town from Shelter of New Tax Base Growth. The District will create more net tax revenue for the Town, the Capital Program and the Public Facilities, Improvements and Programs described herein than would result if such development were to occur without the creation of the District. This favorable situation is the result of the State formulas which, when a Development District is created, shelter the Increased Assessed Value of the District from the increased county taxes and loss of State aid to education and municipal revenue sharing that results when new development occurs without the creation of a Development District. For example, if development occurs without creation of a TIF District, the Town is obligated to pay an increased amount as its share of county tax based on the amount of the increased assessed value. With the creation of a TIF, the increased valuation is excluded from the county tax formula and all of the increased tax revenues will be spent in the Town and there will be no increased share of county tax that would occur if the development were to occur without creation of a TIF.

D. Public Facilities, Improvements and Programs. The District will provide the Public Facilities, Improvements and Programs described herein, which will lead to further commercial development in the Town.

E. New Commercial Development. This Development Program also authorizes Town Meeting to provide incentives for certain commercial development of property in the District.

**Article II. Development Program Narrative and Designation of the District.**

Section 2.01: Statement of Means and Objectives. The Town of Boothbay desires to create new employment opportunities and commercial development in the Town, to improve, broaden and maintain a healthy tax base, to improve the economy of the Town and the State, to provide the impetus for new commercial development and to provide the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) (the "District"). The Development Program described herein will serve the purpose of administering the District as a Municipal Development District and Tax Increment Financing District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon approval by the Town Meeting of the Town designating the District and adopting this Development Program, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Maine Department of Economic and Community Development. The Development Program provides for economic development incentives called municipal tax increment financing similar to that previously adopted by a number of municipalities in the State and similar to the Development Programs approved previously by the Town relating to Hodgdon Marine and to Washburn & Doughty. A tax increment financing development district involves creation of a geographically defined district in the Town and the "capture" or reinvestment of some of the new increased or "incremental" tax revenues generated by new development and business expansion in the District to pay certain costs of development and certain costs of new public facilities, improvements and programs.

This District and Development Program will provide funding for road and parking improvements in the District and for expansion of infrastructure within the District. These improvements will facilitate commercial development in the District.

The District is designed to stimulate new investment in the Town by allocating certain tax revenues generated by new commercial development in the District to costs of: (a) the Development Program, consisting of the Public Facilities, Improvements and Programs described in Section 2.02 hereof; and (b) construction and development of the Capital Program hereof by certain developers of lots in the District as described in Section 2.03 hereof.

The Town needs to increase its commercial tax base. Improvements to roads, sidewalks and parking areas, and other infrastructure in the District are needed to facilitate commercial development in the District.

Under the Development Program, pursuant to Credit Enhancement Agreements, the Town may also make available to certain companies, taxpayers or developers of lots in the District other portions of the tax increment revenues as set forth in Sections 2.03 and 3.04 hereof, subject to further approval by Town Meeting (the "Credit Enhancement Agreements"), following a public hearing, in order to provide for further commercial development in the District.

The Town thus is adopting this Development Program to provide the necessary public facilities and to encourage further business development in its commercial zones and to provide a framework so that the Town, subject to approval by Town Meeting, can respond promptly to development proposals by providing Credit Enhancement Agreement tax increment financing development incentives to appropriate development projects. The Town finds that the Development Program described herein, consisting of the Capital Program and the Public Facilities, Improvements and Programs, will provide substantial new employment opportunities, will significantly improve and broaden the Town's tax base and will improve the general economy of the Town.

Section 2.02: Public Facilities, Improvements and Programs. The Town will retain the Tax Increment from the District to finance some or all of the costs of the following public facilities, improvements or programs, as further described in Section 3.01 hereof (the "Public Facilities, Improvements and Programs"):

TABLE NO. 1: POTENTIAL PUBLIC FACILITIES, IMPROVEMENTS AND PROGRAMS

(a) Improvements to roads, sidewalks, and parking areas in the District to facilitate commercial development	30-A MRSA §5225(1)(A)
(b) Construction of sewer, water, and other in the District to facilitate commercial development in the District	30-A MRSA §5225(1)(A)
(c) Economic development planning studies; and administrative expenses associated with the Development District	30-A MRSA §5225(1)(C)(1)

The improvements to roads may include road construction and paving, parking, curbing, sidewalks and walkways, crosswalks, drainage facilities, landscaping, lighting, traffic signals, acquisition of property and easements for such improvements, and related improvements and facilities. The sewer and water improvements will include installation of sewer and water lines and related facilities.

The projects currently under consideration to be undertaken pursuant to the Development Program are identified in Table No. 1 above. The specific Public Facilities, Improvements and Programs to be financed with the tax increment financing revenues will be approved through subsequent or separate action of Town Meeting. The estimated costs of the Public Facilities, Improvements and Programs are set forth in Section 3.01 hereof.

The Public Facilities, Improvements and Programs to be financed by the Tax Increment may include the following as permitted by Maine law: (i) development of new employment opportunities; (ii) acquisition, installation, design, and construction of roads, water, sewer improvements and other infrastructure improvements to facilitate additional economic development in those areas or to mitigate the impact of the District; (iii) public roads and traffic safety enhancements to areas impacted by traffic expected to be generated from the District; and (iv) costs related to economic development, environmental improvements or employment training within the Town, including, but not limited to the Town's economic development programs, as permitted under 30-A M.R.S. Chapter 206; and other programs for economic development, environmental improvements or employment training within the municipality, including, but not limited to: (1) funding economic development programs or events developed by the municipality or funding the marketing of the municipality as a business location; and (2) funding environmental improvement projects developed by the municipality for commercial use or related to commercial activities. Costs of the Public Facilities, Improvements and Programs may include all "Project Costs" as defined in Title 30-A, Chapter 206, Section 5225 of the Maine Revised Statutes.

The Town finds that each of the Public Facilities, Improvements and Programs described herein, and the Project Costs thereof, will either directly or indirectly provide or encourage new employment opportunities within the Town or encourage and promote economic development that will broaden the Town's tax base and improve the general economy of the Town.

Section 2.03: Commercial Facilities. The commercial facilities, improvements, programs and projects to be financed by the Development Program may include costs of the developers, companies or taxpayers, of specific commercial development of lots in the District, subject to approval by Town Meeting (collectively the "Capital Program"). The Town anticipates that the Capital Program will include project costs, which will be financed through a combination of loans, tax increment revenues and the developer or company funds.

Financing may be provided to certain companies or developers pursuant to Credit Enhancements Agreement as described herein. A proposed development of a specific lot in the District should be anticipated

to meet, at a minimum and in the judgment of the Board of Selectmen, the following guidelines in order to be eligible for consideration for approval by the Board of Selectmen of a Credit Enhancement Agreement:

(a) The Town's provision of tax increment financing must be financially necessary in the judgment of the Board of Selectmen in order for the project to be undertaken.

(b) The total project cost of the development of the lot must exceed \$250,000.

(c) The project must involve commercial development and be anticipated to create or maintain permanent employment, improve the general economy of the Town, and improve and broaden the tax base.

In addition, a Credit Enhancement Agreement for any specific lot development proposal or use will not be entered by the Town unless such development proposal and use is specifically approved by Town Meeting. No property owner is entitled to a Credit Enhancement Agreement and the above referenced criteria are simply minimum criteria to be eligible for consideration by the Board of Selectmen. Approval or disapproval of any request for any Credit Enhancement Agreement will be in the sole discretion of Town Meeting, as recommended by the Board of Selectmen.

By adoption of this Development Program, the Town is not promising to provide tax increment financing to the developer or owner of any lot in the District. However, adoption of the Development Program will put in place a structure and framework, so that the Board of Selectmen can evaluate whether to provide such tax increment financing in specific cases and can respond in a timely manner to specific development proposals. If Town Meeting approves any Credit Enhancement Agreement, a portion of the tax increment revenues may be used either to pay or reimburse the certain lot developers, companies or taxpayers, when approved by Town Meeting, for certain costs of the Capital Program directly or to pay debt service on funds borrowed privately by such lot developers companies or taxpayers, to finance the cost of the Capital Program. The costs so financed will represent only a portion of the total costs of the Capital Program to be financed. All additional costs of the Capital Program will be the responsibility of the lot developers, companies or taxpayers.

Section 2.04: Program Duration. The duration of the District will be 30 years from the beginning of the first tax year after designation of the District and the effective date of the approval of the District by the Maine Department of Economic and Community Development.

Section 2.05: Original Assessed Value. The Original Assessed Value of the District is \$13,605,900 as set forth in Exhibit A hereto.

Section 2.06: Map of District; Designation of the District. The Town hereby designates Municipal Development District #3 (Boothbay Commercial Development District) as a Municipal Development District and a Tax Increment Financing District. The area of the Town of Boothbay shown as "Municipal Development District #3 (Boothbay Commercial Development District)" on Exhibit B hereto and as more particularly described in this Development Program is hereby designated as a development district and a tax increment financing district and such designation shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the District by the Maine Department of Economic & Community Development, without the requirement of any further action by the Town, the Municipal Officers or any party. A plan depicting the District and a list of the lots included in the District are attached hereto as Exhibit B.

Section 2.07: Summary of Financial Plan. The Financial Plan, as set forth in Article III hereof, consists of the costs estimates for the Development Program, the amount of public indebtedness to be incurred, the sources of anticipated revenues, a description of the terms and conditions of any agreements, contracts or other obligations related to the development program, estimates of increased assessed values of the District, the

portion of the increased assessed value to be applied to the Development Program as captured assessed values and resulting tax increments in each year of the program and a calculation of the tax shifts resulting from designation of the tax increment financing district.

The District is expected to generate certain incremental or additional tax revenues, which will be captured or retained to pay the costs of this Development Program. The property taxes assessed upon the Increased Assessed Value of property in the District (the "Tax Increment") will be captured or used by the Town under the Development Program to pay costs of the Public Facilities, Improvements and Programs described in Section 2.02 hereof and the Capital Program described in Section 2.03 hereof. All tax revenues presently generated on the original assessed value of existing property in the District will continue to be paid to the General Fund of the Town. The Development Program costs will be paid only from the Tax Increment on the increased assessed value in the District occurring after the tax year ending on the March 31<sup>st</sup> prior to adoption of this Development Program.

The cost of the Capital Program and any continuing investment by the developers, companies or taxpayers (hereinafter called "developers") approved by Town Meeting will be financed by such developers through equity of the developers, various borrowings by the approved developers and the Tax Increment from the District. As part of the Development Program, the Town and each developer with a project approved by Town Meeting may enter, if determined appropriate by Town Meeting, a separate Credit Enhancement Agreement pursuant to which the Town will pay to the developer a portion of the Tax Increment relating solely to the lot owned by the developer to pay a portion of the costs of the Capital Program. All of the Tax Increment from the District not payable to the approved lot developers under Credit Enhancement Agreements will be used for the Public Facilities, Improvements and Programs, and none of the Tax Increment shall be deposited in the General Fund of the Town.

Section 2.08: Relocation Plan. No businesses or persons will be displaced or relocated as a result of the development activities proposed in the District.

Section 2.09: Transportation Improvements. Except for the Public Improvements to be financed by this Development Program, the existing transportation facilities of the Town will be adequate to accommodate the improvements contemplated by this Development Program. The Public Facilities, Improvements and Programs do include facilities to improve transportation to facilitate commercial development in the District and other areas of the Town directly impacted by the District.

Section 2.10: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the Town of Boothbay Zoning Ordinance and all applicable State and federal environmental laws and regulations.

Section 2.11: District Operation. The day-to-day operations of the District will require no substantial efforts by the Town. Each lot developer will operate the improvements constructed by the developer and pay all maintenance and operational expenses of its facilities.

Section 2.12: Approval Considerations and Characteristics of the District: Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the Town held a public hearing at which interested parties were given a reasonable opportunity to present testimony concerning the District and Development Program. The Town has considered any evidence presented at such public hearing. Notice of the hearing was given as referenced in this Development Program. Before designating the District and before establishing this Development Program, the Town determined and hereby finds and determines that the District created hereunder and this Development Program will contribute to the economic growth or well-being of the Town and to the betterment of the health, welfare or safety of the inhabitants of the Town, including employment opportunities, broadened and improved tax base and economic



stimulus, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing business is outweighed by the contribution made by the District and the Development Program to the economic growth or well-being of the Town and the betterment of the health, welfare and safety of its inhabitants, and the Town further makes the other findings and determinations as set forth in this Development Program and the Exhibits hereto.

### **Article III. Financial Plan.**

**Section 3.01:** Cost Estimates for the Development Program. The estimated costs to the Town of the Public Facilities, Improvements and Programs are as follows:

<u>Project</u>	<u>Estimated Cost</u>
(a) Improvements to roads , sidewalks, and parking areas in the District to facilitate commercial development	\$3,172,500
(b) Construction of sewer lines, water lines, and related facilities in the District and serving the District to facilitate commercial development	\$500,000
(c) Economic development planning studies; and administrative expenses associated with the Development District	\$500,000

**Section 3.02:** Amount of Indebtedness to be Incurred. The Town does not anticipate that it may incur indebtedness. No such additional indebtedness is authorized by this development program, although the Town Meeting that authorizes this Development Program may authorize, by separate warrant article, the issuance of bonds or other indebtedness to finance some of the Public Improvements described herein. The Town will not incur any indebtedness in connection with the Capital Program. The developers of privately owned property in the District will finance the Capital Program through a combination of the developers' funds, various loans and a portion of the Tax Increment of the District.

**Section 3.03:** Sources of Anticipated Revenues. The source of the revenue to be used to pay the costs of this Development Program is the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the Town, in excess of any state, county or special district tax, upon the Increased Assessed Value of all real property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against real property by the Town. Original Assessed Value means the assessed value of the District as of March 31, 2013. Attached hereto as Exhibit A is the anticipated form of certification of Original Assessed Value by the Assessor of the Town of Boothbay in accordance with the requirements of Title 30-A § 5227 of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the Town.

**Section 3.04:** Estimated Increased Assessed Value; Portion Applied to Development Program. The Town hereby designates, as Captured Assessed Value, 100% of the Increased Assessed Value as the portion of the Increased Assessed Value to be applied or retained each year to pay costs of the Capital Program and the Public Facilities, Improvements and Programs.

The amount of the total Tax Increment that is to be paid each year to any developer under a Credit Enhancement Agreement approved by Town Meeting to pay or reimburse costs of the Capital Program, however, shall be limited to the percentage as hereafter designated by Town Meeting of the Tax Increment

from the Increased Assessed Value solely of the assessed value of the real property owned by the developer (or for which it is otherwise obligated to pay property taxes) (hereinafter the "Tax Increment (the Developer's Share)") and such Tax Increment (Developer's Share) shall specifically exclude any tax increment on any other real estate in the District and on any personal property now or hereafter located in the District. Thus the Tax Increment (Developer's Share) for each year of the term of each Credit Enhancement Agreement shall be calculated as follows: First, the amount of the Tax Increment solely on the assessed value of the real property of the Developer (such lot being hereinafter called "the Developer's Property") shall be determined (the result being hereinafter called the "the Developer's Property Tax Increment"); Second, the applicable percentage designated by Town Meeting for the project in question shall be multiplied by the Developer's Property Tax Increment, and the product thereof shall constitute the Tax Increment (Developer's Share) for such year. Notwithstanding the foregoing, the total Credit Enhancement Agreement payments by the Town to the Developer of each lot, determined on a cumulative basis separately for each developer or project, shall not exceed the maximum amount, if any, for such lot as hereafter designated by Town Meeting, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) paid to the Developer pursuant to a Credit Enhancement Agreement equals any such maximum amount set forth in the applicable Credit Enhancement Agreement, thereafter the Tax Increment (Developer's Share) shall equal zero (0).

The amount of the total Tax Increment that is to be used each year to pay or reimburse the Town's costs of the Public Facilities, Improvements and Programs is the entire Tax Increment of the entire District minus the amount of all of the Tax Increment (Developer's Share) for each project for which the Town hereafter enters a Credit Enhancement Agreement.

Exhibit C sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; and (ii) the estimated annual Tax Increment per year on the Increased Assessed Value following implementation of the Development Program, that will be used to finance the Public Facilities, Improvements and Programs.

A Development Program Fund shall be established by the Town consisting of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate subaccounts or funds consisting of a separate Developer's Project Cost Account for each Credit Enhancement Agreement entered by the Town (each, a "Developer's Project Cost Account") and the Town's Project Cost Account (the "Town's Project Cost Account"). Each Developer's Project Cost Account will be pledged to and charged with payment of amounts due to the applicable Developer under the Credit Enhancement Agreement entered with that Developer. Upon receipt of each payment of property tax from the Developer on its property, the Town shall deposit into such Developer's Project Cost Account that portion of each payment constituting the Tax Increment (Developer's Share). The amounts in each Developer's Project Cost Account shall be used and applied solely to fund the payments to the applicable Developer under its Credit Enhancement Agreement. The Town shall deposit the balance of the property taxes paid by each Developer and all other property taxes with respect to other property in the District in the Town's Project Cost Account (the "Tax Increment (Town Share)").

All funds deposited into the Town's Project Cost Account will be used to pay costs of the Public Facilities, Improvements and Programs described in Section 2.02 hereof or will be deposited into the reserve fund(s) hereafter described. The Town will establish the Town Project Cost Account or a series of Town Project Cost Accounts for the Town, as one or more permanent municipal reserve funds created and administered pursuant to the provisions of Title 30-A Section 5801 of the Maine Revised Statutes, as amended, which funds shall be dedicated to the financing and payment of costs of the Public Facilities, Improvements and Programs. Upon each payment of Property Tax with respect to property in the District, the Town shall deposit to the Town Project Cost Account all of the Tax Increment except for the portion thereof consisting of the Tax Increment (Developer's Share) applicable to each Credit Enhancement Agreement, which shall be deposited into the applicable Developer's Project Cost Account. As the deposit and investment of funds in the

Town Project Cost Account accrue and increase to a level which permits implementation of a portion of the Public Facilities, Improvements and Programs, the Public Facilities, Improvements and Programs will be undertaken and funded from such reserve fund(s). Accordingly, all Tax Increment deposited into the Town's Project Cost Account reserve fund(s) shall be deemed to have been expended and used to satisfy the obligations of the Town's Project Cost Account with respect to the Public Facilities, Improvements and Programs described in the Development Program when deposited into such reserve fund(s). If the Town determines to issue any bonds or indebtedness to pay for costs of the Public Facilities, Improvements and Programs, a development Sinking Fund account shall be created and amounts sufficient to satisfy all annual debt service on such bonds and indebtedness shall be transferred to such Sinking Fund from the Town's Project Cost Account but no amounts shall be transferred to the Sinking Fund from the Developer's Project Cost Accounts.

**Section 3.05: Description of Terms and Conditions of Agreements.** This Development Program creates an "omnibus" TIF district and development program, which authorizes Town Meeting to execute Credit Enhancement Agreements with developers, companies and taxpayers, providing for up to 75% of the tax increment to be paid to the developer, company or taxpayer, for up to the remaining term of the District, although as a general rule, the developer's share of the dedicated revenues for the project shall not exceed 50% of the incremental taxes over the life of the District. The actual share shall be determined, as deemed necessary for the project, in negotiations between the applicant and the Town.

A description of the terms and conditions of the agreements, contracts and obligations to be entered by the Town is set forth in the model Credit Enhancement Agreement that may entered by the Town and one or more Developers which will be in the form attached hereto as Exhibit D. The Credit Enhancement Agreement sets forth the obligations of the Town to pay to the applicable Developer each year during the term of that Agreement the applicable Tax Increment (Developer's Share) described in Section 3.04 hereof. The obligations of the Town to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment constituting the Tax Increment (Developer's Share) actually paid by the applicable Developer as property tax, and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town. The Town will also enter construction contracts and similar agreements relating to construction of the Public Facilities and Improvements described in Section 2.02 hereof.

**Section 3.06: Calculation of Tax Shifts.** In accordance with Maine statutes governing the establishment of tax increment financing districts, the table set forth below identifies the estimated tax shifts, as more particularly described in Exhibit E hereto, which will result during the term of the District from the establishment of the District.

<u>Tax Shift Item</u>	<u>Estimated Average Annual Amount</u>	<u>Estimated Total Amount (30 years)</u>
Educational Aid	\$0	\$0
County Tax	\$23,809	\$714,284
Revenue Sharing	<u>\$ 1,412</u>	<u>\$ 42,360</u>
	\$25,221	\$756,644

Note: Education aid tax shift would increase to the local mill expectation (currently, 8.40/1000) if the local contribution based on subsidizable pupils in the future exceeds the local contribution based on State Valuation.

#### **Article IV: Municipal Approvals.**

**Section 4.01: Public Hearing.** Before designating the District and adopting the Development Program, the Town held a public hearing. Notice of the public hearing was published on February 6, 2014, a date that was at least 10 days before the hearing, in the Boothbay Register, a newspaper of general circulation within the Town. A copy of the Notice of Public Hearing is attached hereto as Exhibit F. The Public Hearing was held

on February 12, 2013 in accordance with the requirements of 30-A M.R.S.A. § 5226. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. The Town Meeting warrant article, designating the District and approving this Development Program, as proposed for adoption by the Town Meeting of the Town at a Town Meeting referendum duly called and held on February 24, 2014, is attached hereto as Exhibit G. The Town Manager is hereby authorized and directed, on behalf of the Town to execute and submit to the Commissioner of Economic and Community Development for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of this Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206; and the Town Manager be, and hereby is, authorized and empowered, in his discretion, from time to time, to make such technical revisions to this Development Program for the District as he deems reasonably necessary or convenient in order to facilitate the process for review and approval by the Department of Economic and Community Development, so long as such revisions are not inconsistent with the basic structure and intent of this Development Program.

**EXHIBIT A**

**TOWN OF BOOTHBAY  
CERTIFICATE OF ASSESSOR**

The undersigned assessor of the Town of Boothbay, Maine, does hereby certify pursuant to the provisions of Title 30-A M.R.S. Section 5227 that the Original Assessed Value of the taxable property within the boundaries of Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District), as described in the Development Program for the District, was \$13,605,900 as of March 31, 2013 (which was the March 31<sup>st</sup> of the tax year preceding the year in which the District was designated).

IN WITNESS WHEREOF this Certificate has been executed as of this \_\_\_ day of January 2014.

\_\_\_\_\_  
Municipal Assessor

## **EXHIBIT B**

### **PROPERTY DESCRIPTION AND CONFIGURATION OF DISTRICT**

Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) is located in Boothbay, Maine and includes the parcels shown on the Map or Plan of the District attached hereto. The property located in the District consists of the following parcels:

<u>Map/Lot</u>	<u>Acreage</u>	<u>Assessed Value</u>
R06-003-001	2.6	842700
R06-003-002	0.91	118700
R06-003-002A	0.98	118100
R06-003-004	2.01	446800
R06-003-005	3.4	518000
R06-003-006	1.26	527900
R06-003-007	1.69	314100
R06-003-008	2.18	31200
R06-003-009	1	348700
R06-003-010	1.72	38800
R06-003-011	0.99	27600
R06-003-012B	1.31	281500
R06-003-013	1.79	145100
R06-003-013A	1.79	349700
R06-004	6.5	43300
R06-055	26	71000
R07-002-B	147.86	2814000
R07-002-C	1.54	29400
R07-002-D01	1.09	140700
R07-002-D02	1.07	140400
R07-002-D03	1.02	139700
R07-002-D04	1.04	140000
R07-002-D05	1.16	141600
R07-002-D06	1.2	213300
R07-002-D07	1.18	141900
R07-002-D08	1.18	141900
R07-002-D09	1.02	139700
R07-002-D10	1.06	140200
R07-002-D11	1.03	139800
R07-002-E13	1.06	140200
R07-002-E14	1.05	140100
R07-002-E15	1.05	140100
R07-002-E16	1.06	140200
R07-002-E17	1.42	545100
R07-002-E18	1.45	145700
R07-003	0.25	25200
R07-004	1.62	78000
R07-004-A12	1.32	143900
R07-004-A19	1.08	140500

R07-004-A20	1.17	141800
R07-008	10.18	53600
R07-059	17.07	12400
U18-008	1.05	487700
U18-017-A	0.9	68400
U18-018	0.5	184000
U18-019	0.33	206200
U18-020	0.25	371700
U18-021	1	267900
U18-022	0.5	152000
U18-023	4.13	240100
U18-026	0.14	136100
U18-027	0.2	209400
U18-028	0.24	146000
U18-030-A	3.2	536000
U18-031	<u>1.84</u>	<u>67800</u>
Totals	272	13,605,900

## **Exhibit C: Tax Increment Projections**



**Exhibit D**

**MODEL CREDIT ENHANCEMENT AGREEMENT**

This Credit Enhancement Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_, is made between the Inhabitants of the Town of Boothbay, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and \_\_\_\_\_ (the "Developer"), a \_\_\_\_\_ with a place of business in Boothbay, Maine,

**WITNESSETH THAT**

**WHEREAS**, the Town designated Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) as a Municipal Development and Tax Increment Financing District (the "District") and adopted a development program and financial plan for the District (the "Development Program") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Meeting of the Town held on November 5, 2013; and

**WHEREAS**, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Development Program; and

**WHEREAS**, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute a credit enhancement agreement contemplated by and described in the Development Program; and

**WHEREAS**, the Board of Selectmen of the Town on \_\_\_\_\_, approved the execution of this Credit Enhancement Agreement.

**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; INTERPRETATIONS**

**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:

"Agreement" shall mean this Credit Enhancement Agreement.

"Current Assessed Value" shall mean the assessed value of the Developer's Property, as certified by the municipal assessor as of April 1<sup>st</sup> of each year of the term of this Agreement. For purposes of this Agreement, the Current Assessed Value shall specifically exclude the assessed value of any personal property now or hereafter located in the District.

"Developer" means \_\_\_\_\_, a \_\_\_\_\_, its successors and assigns.

"Developer's Project Cost Account" means the Developer's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property and this Credit Enhancement Agreement.

"Developer's Property" means the real estate shown as Lot \_\_\_\_ on Tax Map \_\_\_\_\_ of the Town.

"Development Program" means the development program for the District as adopted by the Boothbay Town Meeting referendum on February 24, 2014.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the Inhabitants of the Boothbay Town Meeting held on February 24, 2014.

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

"Fiscal Year" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, \_\_\_\_ and ending June 30, \_\_\_\_.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Developer's Property exceeds the Original Assessed Value. For purposes of this Agreement, the Increased Assessed Value shall specifically exclude any tax increment on any property in the District other than Developer's Property, and shall also exclude any personal property now or hereafter located in the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Original Assessed Value" means initially \$\_\_\_\_\_, the original assessed value of the Developer's Property determined as of March 31, 20\_\_\_\_, as the same may be adjusted from time to time in accordance with Section 3.7 hereof.

"Project" means the following improvements to be constructed by Developer on Developer's Property: \_\_\_\_\_, which improvements shall be used for the following purposes:  
\_\_\_\_\_.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (but excluding personal property taxes) by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement, in excess of any state, county or special district tax, upon the Increased Assessed Value of the Developer's Property but excluding all personal property taxes and also excluding real property taxes on any other real property in the District.

"Tax Increment (Developer's Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Developer's Property (specifically excluding

any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Developer's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Developer pursuant to this Agreement. The Tax Increment (Developer's Share) for each year of the term of this Agreement shall be calculated as follows with respect to Developer's Property: First, the amount of the Tax Increment shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value from the total real Property Tax for such year on the Current Assessed Value for such year; Second, \_\_\_\_% shall be multiplied by the Tax Increment, and the product thereof shall constitute the Tax Increment (Developer's Share) for such year. Notwithstanding the foregoing, the total payments by the Town to the Developer pursuant to this Agreement, determined on a cumulative basis, shall not exceed \$\_\_\_\_\_, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) equal such \$\_\_\_\_\_ amount, thereafter the Tax Increment (Developer's Share) shall equal zero.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the Town are due and payable.

"Town" means the Inhabitants of the Town of Boothbay, Maine, a municipality duly organized and existing under the laws of the State of Maine.

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

**Section 1.3. Town Costs.** The Developer shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement and the preparation, review and approval of the Development Program. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

## **ARTICLE II: PROJECT COST ACCOUNT 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 "Development District #3 Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund shall consist, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts shall be the Developer's Project Cost Account and a separate sub-account shall be established as the Town's Project Cost Account. The Sinking Fund, the Town's Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Developer shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement.

**Section 2.2. Liens.** The Town shall not create any liens, security interests or encumbrances of any nature whatsoever with respect to the Developer's Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Developer's Project Cost Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's property in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

**Section 2.3. Deposits into Developer's Project Cost Account.** The Town shall deposit into the Developer's Project Cost Account, within 15 days after each payment of Property Tax and other taxes described in Section 3.1 hereof during the term of this Agreement an amount equal to that portion thereof constituting the Tax Increment (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. All interest and earnings on the Tax Increment (Developer's Share) prior to and after deposit thereof into the Developer's Project Cost Account shall be the sole property of the Town and shall be free and clear of any interest of the Developer under this Agreement.

**Section 2.4. Monies Held in Trust.** Subject to the terms of this Agreement, all monies required to be deposited into the Developer's Project Cost Account to fund payments to Developer under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), shall be held by the Town, in trust, for the benefit of the Developer in accordance with the provisions of this Agreement.

**Section 2.5. Investments.** The monies in the Developer's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

### ARTICLE III: PAYMENT OBLIGATIONS

**Section 3.1. Credit Enhancement Payments.** (a) The term of this Agreement shall commence on July 1, 20\_\_ and shall end on the earlier of (i) June 30, 20\_\_ { *years after the commencement date*}, or (ii) the date on which the total payments of Tax Increment (Developer's Share) by the Town to Developer, its successors or assigns, pursuant to this Agreement equal \$\_\_\_\_\_, determined on a cumulative basis. Commencing with the first Fiscal Year, the Town agrees to pay to the Developer within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property, whichever is later, payments equal to the Tax Increment (Developer's Share) for each Fiscal Year of the Town during the term of this Agreement.

(b) Notwithstanding Section 3.1(a), the amounts payable thereunder shall be due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property have been paid in full and (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Developer, its successors and assigns, in the Town have been paid in full. If any of such property taxes are not paid when due, the property taxes actually paid by Developer, its successors and assigns shall, first, be applied to taxes due on account of Original Assessed Value, second to any personal property taxes with respect to any personal property located on the Developer's Property, third, to any real property and personal property of Developer, its successors and assigns located outside of the District and, fourth, to make the deposits to the Developer's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Developer's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

(c) The Developer agrees that all payments made by the Town to the Developer pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly, amortize or reimburse Developer for payment of, qualified Project Costs. The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation shall be in the form of properly completed certificates, executed by the Developer in the form attached hereto as Schedule A.

(d) Developer covenants and agrees that in the event that title to Developer's Property is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property, as a covenant running with the land, shall be obligated to pay to the Town each year during and after the expiration or termination of this Agreement through the period ending June 30, 20\_\_, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property, as if and under the assumption that the Developer's Property were fully taxable and owned in fee by Developer and not exempt from Property Taxes, less (b) solely during the term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Developer, or its successors and assigns, under Section 3.1(a) if the Developer's Property had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

**Section 3.2. Failure to Make Payment.** In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount 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. Developer shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to deposit the Tax Increment (Developer's Share) into the Developer's Project Cost Account established thereunder and make required payments to Developer.

**Section 3.3. Manner of Payments.** The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

**Section 3.4. Obligations Unconditional.** Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. Such termination shall not, however, affect the Developer's obligation to defend and indemnify the Town, which obligations shall survive any such termination. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Developer or from the owner of the Developer's Property. Except as provided in subsection 3.1(b) and subsection 2.3, the obligations of the Town to make payments hereunder shall be absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Developer agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim of illegality or invalidity of this Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation in this Agreement or the Development Program except that such indemnity shall not apply to the extent that the Town has breached any material obligations hereunder.

**Section 3.5. Limited Obligation.** The Town's obligations under this Agreement, including the Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment (Developer's Share) actually paid by the Developer with respect to Property owned by the Developer in the District and actually received by the Town and required to be deposited in the Developer's Project Cost Account in accordance with the terms of this Agreement and 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 such Tax Increment (Developer's Share) actually paid by the Developer with respect to Property in the District and actually received by the Town. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality 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 Developer's Project Cost Account established under this Agreement.

**Section 3.6. Calculation of Retained Tax Increment.** The Town and the Developer shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Developer's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Developer, the Town shall calculate the amount of Tax Increment and the Tax Increment (Developer's Share) for that year. If the Developer does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Developer's Share) for such year, the calculations shall be final and binding on all parties.

**Section 3.7. Revaluation.** In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value shall be increased in proportion to the Town-wide increase in property values resulting from such revaluation.

**Section 3.8. Payments to the Town.** The Developer shall pay to the Town an annual administrative fee equal to 1% of the Tax Increment paid by the Town to the Developer pursuant to this Agreement in the year in question, which payment shall be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Developer.

#### **ARTICLE IV: PLEDGE AND SECURITY INTEREST**

**Section 4.1. Pledge of Developer's Project Cost Account.** In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account and all sums of money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof shall not apply to any interest and investment earnings on the Developer's Project Cost Account, all of which shall be the absolute property of the Town, free and clear of any interest of the Developer.

**Section 4.2. Perfection of Interest.** The Town shall cooperate with the Developer, if requested in writing by Developer, in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein on terms reasonably satisfactory to the Town.

**Section 4.3. Further Instruments.** The Town shall, upon the reasonable request of the Developer, 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 or require any payment or expense by the Town (unless paid by Developer) or discharge either party or change any provision of this Agreement.

**Section 4.4. No Disposition of Developer's Project Cost Account.** Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

**Section 4.5. Access to Books and Records.** All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer and its agents. All books, records and documents of the Developer reasonably necessary to the verification of Project Costs shall at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Developer as proprietary shall be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

## **ARTICLE V: DEFAULTS AND REMEDIES**

**Section 5.1. Events of Default.** Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Developer to pay any amounts due hereunder when the same shall become due and payable except as provided in subsection (c) below; (b) any failure by the Town to make deposits into the Developer's Project Cost Account as and when due; or (c) any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include Developer's failure to pay property taxes for any reason as an Event of Default hereunder.

**Section 5.2. Remedies on Default.** Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take whatever action at law in at equity as may appear 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 or under applicable law.

**Section 5.3. Remedies Cumulative.** 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 Event 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 Event of Default be continued or repeated.



**Section 5.4. Tax Laws.** The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

## **ARTICLE VI: TERM AND TERMINATION**

**Section 6.1. Term.** This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the Town and the Developer hereunder or upon any earlier termination as provided in this Agreement. The Town shall have the right to terminate this Agreement by written notice to the Developer in the event of any change in the use of the Developer's Property from its intended use as the Project or in the event of any material expansion of the initial building to be constructed on the Developer's Property.

**Section 6.2. Cancellation and Expiration of Term.** At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer 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 DEVELOPER'S INTEREST**

**Section 7.1 Consent to Pledge and/or Assignment.** The Town hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement (provided that such collateral assignment shall be effective only as long as the assignee holds a first mortgage on the Developer's Property) and in, and to the payments to be made to Developer hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Program, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

**Section 7.2. Other Assignments.** The Developer shall also have the right and obligation to transfer and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property, provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement; and (b) prior to any such assignment, Developer shall obtain the written consent of the Town. In making any request for such written consent of the Town, the Developer shall submit such information as the Town may reasonably request relating to the identity of

the proposed assignee and their plans regarding use of the Developer's Property. Such consent shall not be unreasonably withheld, delayed or conditioned. In the event that such written consent is not given, upon transfer of title to the Developer's Property, this Agreement and all rights of Developer, its successors and assigns under this Agreement shall terminate.

**Section 7.3. Conditions.** Notwithstanding Section 7.1 and Section 7.2, the Developer shall not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a first mortgage on, the Developer's Property.

## **ARTICLE VIII: MISCELLANEOUS**

**Section 8.1. Successors.** In the event of the dissolution of the Town or the Developer, 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 time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

**Section 8.2. Parties in Interest.** Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

**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 and invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 8.4. No Personal Liability of Officials of the Town.** No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the members of the Board of Selectmen of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

**Section 8.5. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 8.6. Governing Law.** The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

**Section 8.7. Notices.** All notices, certificates, requests, requisitions or other communication by the Town or the Developer 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 Boothbay  
1011 Wiscasset Road  
PO Box 106  
Boothbay, ME 04537

If to the Developer:

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

**Section 8.8. Amendments.** This Agreement may be amended only with the written consent of both of the parties hereto.

**Section 8.9. Net Agreement.** Subject only to the provisions of Article III and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

**Section 8.10. Benefit of Assignees or Pledges.** The Town agrees that this Agreement is executed in part to assist the Developer in obtaining financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

**Section 8.11. Integration.** This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**Section 8.12. Disputes.** The Town and the Developer covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

**Section 8.13. Valuation Agreement.** The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way: (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the Town and the Developer 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:

Inhabitants of the Town of Boothbay

\_\_\_\_\_

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

Developer:

\_\_\_\_\_

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

**Schedule A**

**Request for Payment**

The undersigned \_\_\_\_\_ (the "Developer") does hereby request payment in the amount of \$\_\_\_\_\_ from the Town of Boothbay out of the Developer's Project Cost Account established under the Development Program of Municipal Development District #1 and does hereby certify to the Town of Boothbay that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: [check applicable provisions]

☐

Direct payment of Project Costs in the amount of \$\_\_\_\_\_ ; and/or

☐

Reimbursement to the Developer for Project Costs previously incurred, in the amount of \$\_\_\_\_\_

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of \$\_\_\_\_\_. None of these invoices have been the subject of a previous request for payment from the Developer's Project Cost Account.

The Developer further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated \_\_\_\_\_ 20\_\_ between the Town of Boothbay and the undersigned, and that the Developer has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Dated: \_\_\_\_\_

Developer:

\_\_\_\_\_

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

### **Exhibit E: Tax Shift Computations**

A tax increment financing district will result in certain tax shifts which result because the retained captured assessed value of the District will be excluded from the State Valuation of the property in the Town. These tax shifts are noted in three basis formulae which use local property tax valuation as a basis for calculation. These three formulas are:

- State Aid to Education
- Municipal Share of County Taxes
- Revenue Sharing

The computations are set forth in the attachment to this Exhibit E. The following is the process used to derive each of these tax shifts.

**EDUCATION TAX SHIFT:** Computed by comparing State Department of Education Form ED 279 for the Town with and without retained CAV.

**COUNTY TAX SHIFT:** In order to compute this shift, we first obtained the most recent County State Valuation from the State Bureau of Taxation. We then determined the average Captured Assessed Value for the District over the life of the District. We then determined the Town's current share of the County Tax by dividing the current Town Valuation by the Current County Valuation. We then determined what the Town's Share of the County Tax would be if the new value from the District were added by the Town's Valuation without the creation of the District by dividing the sum of the current Town Valuation plus the average new value by the sum of the current County Valuation plus the average new value. The difference is the factor representing the percentage of the County Tax Shift. Next, we determined the estimated average annual county tax over the life of the district. To arrive at this number, the average change in County Tax for the last five years was determined and the percentage increase projected to the middle of the district's life. This projected tax was then multiplied by the factor developed above to determine the County Tax Shift.

**REVENUE SHARING SHIFTS:** The first step in determining the Revenue Sharing Tax Shifts was to obtain the total Municipal Revenue Sharing Amount from the State Treasurer. The five steps outlined in the following formula were then applied:

**STEP ONE:**  $\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$

**STEP TWO:**  $\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{Captured Assessed Value}} = \text{Adjusted Factor}$

**STEP THREE:**  $\text{Current Factor} = 1.X$   
 $\text{Adjusted Factor}$

**STEP FOUR:**  $1.X - 1.0 = .X$

**STEP FIVE:**  $.X (\text{Total Municipal Revenue Sharing Amount}) = \text{Revenue Sharing Shift}$

**EXHIBIT F**

**TOWN OF BOOTHBAY  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Boothbay will hold a public hearing on Wednesday, February 14, 2014 at 7:00 p.m. at Boothbay Town Offices, Route 27, 1011 Wiscasset Road, in Boothbay for the purpose of receiving public comments on the designation of its proposed Municipal Development and Tax Increment District #3 (Boothbay Commercial Development District) (the "District") and the adoption of a Development Program for the said District, pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. A copy of the proposed Development Program for the District is on file with the Town Clerk and may be obtained from and reviewed at the offices of the Town Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at the hearing.

## **EXHIBIT G**

### **Town Meeting Warrant Article Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District)**

To vote by secret ballot on the following Referendum Question:

To see if the Town will vote: (i) to designate the Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) and adopt the Development Program for the District, such designation and adoption to be on the terms and provisions of the "Municipal Development and Tax Increment Financing District #3 (Boothbay Commercial Development District) Development Program" ("Development Program") as has been on file in the Town Clerk's Office, a copy of which is incorporated herein by reference; (ii) to make the findings set forth in the Development Program; (iii) to adopt the financial plan, including the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program; (iv) to submit to the State of Maine Commissioner of Economic and Community Development for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the District and the Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206, with the Town Manager being hereby authorized to make such revisions to the Development Program as he deems reasonably necessary or convenient in order to facilitate approval by the Maine Department of Economic and Community Development, as long as such revisions are not inconsistent with this Article or the basic structure and intent of the Development Program; and (v) to authorize Town Meeting to execute Credit Enhancement Agreements between the Town and owners of property in the District, for up to 75% reimbursement for durations of up to the total term of the District, in accordance with the criteria set forth in the Development Program, with each Credit Enhancement Agreement to be on terms approved by Town Meeting, as recommended by the Board of Selectmen.

The Board of Selectmen recommends a "yes" vote.





*Town of Boothbay*  
*Office of the Town Manager*  
**James D Chaousis II**

**Town of Boothbay Standing Committees**  
**Seeking Members**

The Town of Boothbay Board of Selectmen is searching for registered voters that are interested in serving on the Board of Appeals, Board of Assessment Review, Port Committee, and as the appointee to the Boothbay Region Ambulance Service. Currently, there are openings on each board. The Town is prepared to equip interested citizens with the proper training to oversee our Town's various boards.

Application forms are available at the Town Office or by email. Simply request an application by emailing the Town Manager, [townmanager@townofboothbay.org](mailto:townmanager@townofboothbay.org)

These standing committees are crucially important to the Town of Boothbay and can be a very rewarding experience. If you would like to know more about the roles of these committees, the Town Manager is available to explain their various functions.

Direct all correspondence to:  
Town Manager, Town of Boothbay  
PO Box 106  
1011 Wiscasset Rd  
Boothbay, ME 04537  
(207)633-2051

Nathaniel F. Leonard  
8 Yankee Way  
East Boothbay, ME 04544

Certified mail  
Return receipt requested  
Email

Mr. James D Chaousis II  
Town Manager  
Town of Boothbay  
1011 Wiscasset Road  
PO Box 106  
Boothbay, ME 04537

October 25, 2013

Dear Mr. Chaousis,

As you know, recently Lincoln Health's decision to close the emergency room at Andrews Hospital has considerably changed the demands on Boothbay Region Ambulance Service, in turn, significantly increasing the 501(c)(3) subsidy request to the town of Boothbay from \$32,818 (2013) to \$169,045 (2014) with an total increase of \$339,774 for the region.

As this request for taxpayer dollars undoubtedly will increase as time passes, it will be vital to provide transparency to the tax payers by including a qualified individual from the Town of Boothbay in the review of the subsidy request with the BRAS budget committee.

Since this request from BRAS to the Town of Boothbay for this member recommendation has typically been occupied by a standing Selectman, who in turn votes to approve or disapprove the request and submit a warrant for voter approval, it does not allow public participation and input.

In an effort to support the public participation premise and provide outside input, please accept this letter as a formal request by me for nomination as the Town of Boothbay's recommendation to the Budget Committee of Boothbay Region Ambulance Service.

I have included a professional resume for review of my experience in both business including city, educational and hospital boards I have served. In short, I have over a cumulative 35 years' experience in serving on boards and committees and 28 years of experience as a financial manager in a large corporation. I feel that I am adequately qualified to represent the Town of Boothbay and be an asset to the BRAS budget committee.

Best Regards,

*Nathaniel F. Leonard*

Nathaniel F. Leonard

## NATHANIEL F. LEONARD

8 Yankee Way  
E. Boothbay, ME 04544  
(207) 633-6411 (Hm)  
(907) 255-0825 (Cell)  
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### SKILL SET

- Highly experienced manager with over 27 years in the Maritime Industry
- Excellent trainer with key focus on safe operating practices
- Experienced in conducting business under ISO 9000, 14000, and SQE requirements
- Intimately familiar with ABS, USCG regulations/enforcement and auditing practice
- Exercises excellent budgetary judgment and management
- Extensive experience in Conventional, Z-Drive and Cycloidal Tug operation and instruction
- Ability to manage complicated and critical situations
- Excellent interpersonal and persuasive abilities
- Ability to think and act in high-pressure situations
- Proven problem solving abilities
- Extensive experience in working with unions and collective bargaining agreements
- Experienced in the prevention of and response to both large and small oil spills of all types
- Extensive experience in heavy lift cargo movements by barge and remote Alaska operations

### Professional Experience:

#### **BOOTHBAY REGION SCHOOL SYSTEM** **SUBSTITUTE TEACHER SEPTEMBER 2011-PRESENT**

Substitute in first and high school grades primarily in the math, biology, engineering, chemistry and history disciplines.

#### **LITTLE RIVER MARINE CONSULTANTS** **PRESIDENT AND CONSULTANT JANUARY 2012-PRESENT**

*Consultancy:* Newfoundland Transshipment Limited, Whiffen Head, NL and CanShip, St. John's NL. Conduct high speed tanker escort maneuver training for Voith tug operators. Bio Architecture Labs Inc. Design and develop a concept and cost model for the harvest and transportation of kelp as a bio fuel for an 8000 hectare aqua farm. Aspects of marine planning in tanker escorting, ship maneuvering, docking, tug design and vessel personnel training at LNG and Petroleum terminals for Energia Costa Azul LNG Import Terminal, Baja California, Mexico, ExxonMobil Golden Pass LNG Terminal, Sabine, Texas, ConocoPhillips Northport Floating LNG terminal, Gulf of Mexico, Alyeska Pipeline Services, Valdez, AK,

#### **THE GLOSTEN ASSOCIATES** **SENIOR MARINE CONSULTANT DECEMBER 2010-PRESENT**

Gateway Pacific Terminal vessel traffic and risk study analyzing the additional risks associated with a 470 ship increase in traffic in the Straits of Juan De Fuca and Rosario Straits.

Newfoundland Transshipment Limited, Whiffen Head, NL and CanShip, St. John's NL. Write an Emergency Maneuver Manual for Voith high speed tanker escort. Conduct hands on training for the high speed tanker escort system in Placentia Bay, NL

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**CROWLEY MARINE SERVICES INC.**

***Director, California Ship Assist Services, 2008–August 2010***

Responsible for Crowley's ship assist business in the Ports of San Diego, Long Beach, Los Angeles, San Francisco, Oakland up to Martinez. Managed a fleet of eight (8) best available technology tugs, providing world class ship assist and tanker escort services, operating tugs to strict safety, Government, American Waterway Operator, ISO 9000 and 14000/SQE standards and effectively maintaining a favorable profit margin during a poor economic period.

**CROWLEY MARINE SERVICES INC**

***Director, Valdez Operations, 2004–2008***

Provided senior leadership and guidance for sole source marine contract to Alyeska Pipeline Services for the safe escort, ship assist and spill response to the owners of the Trans Alaska Pipeline. This position included interface with key federal, state and local politicians as well as regulators and special interest groups. Staff included one hundred eighty union and nine non-union personnel. During my leadership, this business generated gross revenue of \$64 million contributing 25% bottom line return to the corporation. Created a safety program that consistently resulted in OSHA recordable rate of less than 0.75

**CROWLEY ALASKA INC.**

***Manager, Marine Operations, 1998-2004***

Developed business line from five (5) conventional assist tugs to five (5) conventional, 7200-hp, six (6) BAT (Best Available Technology) 10,000-hp high speed tanker escort and response tugs and four (4) manned oil spill response barges.

Additionally responsible for developing and conducting the training of the Tug Operators, Marine Pilots and Ship Captains in the art of high speed escort maneuvers. Provided the expert advice for the Federal, State, Citizen's Advisory and Shipper's interests.

Responsible for a profit center with \$64 million in yearly revenue returning 24% to the bottom line.

**CROWLEY MARITIME CORP.**

***Senior Port Captain, 1988-1998***

Designed and facilitated 24 BRM (Bridge Resource Management) classes conducted jointly with ARCO Marine and Crowley at MSI (Marine Safety International, San Diego, CA.)

Worked closely with the West Coast Pilots Associations to develop the proper use of Tractor Tug Technology in the Ports of Long Beach, Los Angeles, San Francisco and Puget Sound.

Responsible for the operational and budgetary front line management of 179 Crowley vessels, encompassing both the offshore and harbor fleet, in addition to managing vessels contracted to MSC transporting military fuels in the Far East.

**CROWLEY MARITIME CORP.**

***Captain, May 1984-July 1988***

**CROWLEY MARITIME CORP.**

***Operations Assistant, April 1983-May 1984***

**WINSLOW MARINE INC.**

***Tug operator, Ship Assist and Coastal Towing, May 1975-April 1983***

#### **TRAINING AND CERTIFICATES**

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- HAZWOPER
- CPR and First Aid
- SeaRiver Maritime, Inc. Tug Emergency Preparedness Training
- Tug use by Pilots (3 days)
- Bridge Resource Management for Ship Captains and Pilots
- Shiphandling with Tractor Tugs (5 days)
- Certified as Instructor, Joint Bridge Team Training for Ships, Tugs and Pilots
- Alaska Specific Joint Bridge Resource Management for Ship Captains and Pilots
- Crowley Maritime Corp. Tank Barge Operations
- ILCI Loss Control Management
- LPS (Loss Prevention System) facilitator
- Frank Lee Management Training
- Zenger Miller Management Training
- Jacksonville University, Certified Managerial Training Program
- Kellogg School of Business, Northwest University - Financial Management, Contract Negotiation, Leadership and Ethics in Business
- U.S. Navy Advanced Firefighting and Damage Control
- Shipboard Medicine

#### **LICENSES**

3<sup>rd</sup> Mate Unlimited (Oceans)  
Master 500 tons (Oceans)  
Master Towing Vessels (Oceans)

#### **ACTIVITIES**

Board of Visitors, Maine Maritime Academy 1998-Present  
Member, USCG Auxiliary Flotilla 25 2011-Present  
Member, USCG Port Security Committee, Valdez, AK 1998-2008  
President, Northwest Towboat Association 1996-1998  
Member, Marine Firefighting Workgroup, Seattle WA. 1996-1998  
Board of Directors, Providence Medical Center Valdez, AK 2004-2008  
Commissioner, Valdez Ports and Harbors Commission Valdez, AK 2006-2008  
Voting Member San Diego Harbor Safety Committee 2008-2010  
Member, San Francisco Bay Area Safety Committee 2008-2010

#### **OTHER ACCOMPLISHMENTS**

**1999-2001 - Facilitated joint bridge resource management training with ARCO Marine and Crowley Maritime Corp. vessel crews.**  
**Certified Instructor - Bridge Resource Management**  
**Certified Instructor - Voith and Aqua Master propulsion systems.**  
**Certified - USCG Vessel Security Officer**  
**Certified - USCG Facilities Security Officer**  
**Lieutenant, United States Navy (Merchant Marine Reserve) - Retired**

#### **RECOGNITION**

**Crowley Maritime Corporation-Award for Outstanding Performance 2004, 2005 & 2006**  
**Dean's List Maine Maritime Academy 1979 - 1983**  
**Commandant's List Maine Maritime Academy 1979 - 1983**  
**Superintendents' List Maine Maritime Academy 1979 - 1983**

#### **EDUCATION**

**MAINE MARITIME ACADEMY**  
**Bachelor of Science Nautical Science 1983**  
**Study at City University MBA 1998**



**Town of Boothbay  
Board & Committee Appointment Application**

Board or Committee: Boothbay Region Ambulance Service

Name: Nathaniel F. Leonard

Address: 8 Yankee Way

Email: frosty@valdezak.net Phone: 633-6411

Please describe your interest in serving on this board or committee.

Extensive experience as a senior level manager in a large corporation and service on the board of directors of Providence Valdez Medical Center with many parallel challenges as BRAS. I would like to assist in providing a level of transparency between the BRAS/Selectmen and taxpayers.

Please provide any background information that would be of interest to the Town when considering your application, including previous service or other relevant experience.

Please see resume filed with town manager.

Are you aware of any conflicts that may arise, affecting your service on this committee?  
No

Are you aware of the meeting schedule and able to commit to regular attendance? ☒ **Yes** ☐ **No**

After submitting this application for appointment:

- The application will be reviewed by the Board of Selectmen and you may be scheduled for an interview.
- Following the interview, the Selectmen will vote on your potential appointment at their next regular meeting.
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

Signature: Nathaniel F. Leonard Date: 11/19/2013

**Please submit to Town Manager, Town of Boothbay, P.O. Box 106, Boothbay, Maine 04537  
Or via email: [townmanager@townofboothbay.org](mailto:townmanager@townofboothbay.org)**



*Town of Boothbay*  
*Office of the Town Manager*  
*James D Chaousis II*

To: Board of Selectmen  
From: James D Chaousis II  
Date: 12/7/2013  
Sub: Goals and Objectives Workshop

On November 27<sup>th</sup>, prior to the regularly scheduled Board of Selectmen's meeting, we conducted a Goals and Objectives workshop. The primary purpose of the workshop was to prioritize the ever increasing and unmanageable conceptual priorities that the Selectmen would like to pursue in the next year and beyond. We spent a half hour on the subject with the Town Manager facilitating the discussion. This memo will summarize the findings of that workshop for further records.

The Selectmen participated in a survey to help create the topics for discussion. The main goal, on that evening, was focused on prioritizing. Dale Harmon suggested that town consolidation was a concept that was important but there wasn't any real support to push that item. Other than town consolidation, no other priorities were left off the list or eliminated.

The priorities of the Selectmen are ordered, by most important to least important, with a brief summary of the discussion. I have also added some comments about the current status of these priorities, as some are ongoing missions within the town.

**Community Oriented Government**

This conceptual priority was easily the most important aspect to the Selectmen. There was some discussion by Chuck Cunningham that he felt people thought that the Selectmen did not embrace this concept because of recent events. While there was some discussion and disagreement on the topic, everyone agreed that it has remained unchanged as the single most important priority of the town.

The Town Manager had suggested that one of his priorities was to increase investment in transparency methods for the town. For instance, the upgrade of audio and video components for public meetings has been budgeted for this year but not expended due to conflicting priorities. The Town Manager further stated that there are inexpensive methods for upgrading web presence and presentation materials for general public consumption. The Selectmen suggested that this concept fits in the category of community oriented government.

**Zoning Ordinance-Comprehensive Plan Alignment AND Administrative Code Review**

Since the Comprehensive Planning Process is coming to a close, and it has been one of the biggest priority items for the town in the past year, aligning the new Comprehensive Plan with the Zoning Ordinance will become a large priority. The town has two years by statute to make the Zoning Ordinance comply with the Comprehensive Plan. With the sophistication of the Zoning Ordinance and the pieces of the Comprehensive Plan, that have been previewed, this will be a large project that will take the entirety of the two year timeframe. The Selectmen see this as a big priority.

The Selectmen considered a comprehensive review of the Administrative Code, by the Administrative Code Review Committee, to be an equally important task. When the Comprehensive Plan is adopted, it will be imperative that the Administrative Code be reviewed too. There are already known holes in the Administrative Code. Chuck Cunningham stated that he doesn't believe that there will be a need for staff assistance in this project.



***Town of Boothbay***  
*Office of the Town Manager*  
***James D Chaousis II***

**Economic Development**

Zoning review was the third largest priority in the last year. The Planning Board, with the assistance of staff, has identified a large amount of items to update in the Zoning Ordinance. The Selectmen feel that this priority is consumed by the Zoning Ordinance alignment with the Comprehensive Plan next year, and therefore, will be replaced as a priority in a different form. Economic development was a priority in the last year that fell in the middle of the pack. The Selectmen would like to see more effort and execution on this topic in the next year. The Selectmen discussed how the reintroduction of the TIF will be the signature project of economic development in the immediate future.

**Replenishing the Undesignated Fund**

Over the last few years, and the replacement of the Town Auditor, the Undesignated Fund balance has become a major focus for the town. The Selectmen agreed that the importance of this item is near the top but it will become less important as the plan is executed. The town adopted several fiscal policies in the last year. One of those policies was to maintain the UDF at 18.75% of the approved appropriation. The current UDF balance is \$699,822 or 9.39% of the approved appropriation. With the current plan, the town will add approximately \$250,000 per year to the undesignated fund over the next three years. This will have the town at the policy level by July 1<sup>st</sup>, 2016. As long as this plan is followed through, the town will have accomplished this priority.

**Executing Comprehensive Plan Recommendations**

The Selectmen discussed if this was a different category of importance than the Comprehensive Plan-Zoning Ordinance alignment. It was resolved that several of the recommendations would be readily achievable and some would take a longer approach. Therefore, there are priorities that more important to the town than executing the Comprehensive Plan Recommendations but they would have to be analyzed on a case by case basis. This is still a very important issue for the Selectmen.

**Budget Development**

In previous years, budget development was a more pressing issue. With a change in administration, the Selectmen and the Town Manager have had to explore what processes are important in the budget development. The Selectmen see this as an ongoing importance to the town but decreasingly important as the processes has been norming for a few years. Minor tweaks and corrections over the years will replace a more emphasized importance on the development of the budget.

This year will be the earliest that the budget process has been started in Boothbay in years. The emphasis is to give the Selectmen more time to discuss and debate budget topics. With the changing of the chart or accounts, auditor, and management process, the budget process this year and next should be very comfortable.

**Finance Restructuring**

This has been a priority over the last few years that has been at the top. The auditor and management have put a lot of time and effort into finance restructuring. The chart of accounts, audit structure, and the budgetary accounts have all been aligned. This will make transparency in public funds more achievable. In coming years, this priority will be less important to the overall prioritization process but the Selectmen recognize that it is not a priority that should fall off because of all the work that has been invested and the importance of transparent financial records.





**Town of Boothbay**  
**Office of the Town Manager**  
**James D Chaousis II**

The following items were very important to the Selectmen to prioritize but they fall to the later part of the ongoing work plan. They are very self-explanatory items with little need to illustrate but the ranking is important for the records.

**Staff Development**

**Policy Review**

**Industrial Park Planning Committee**

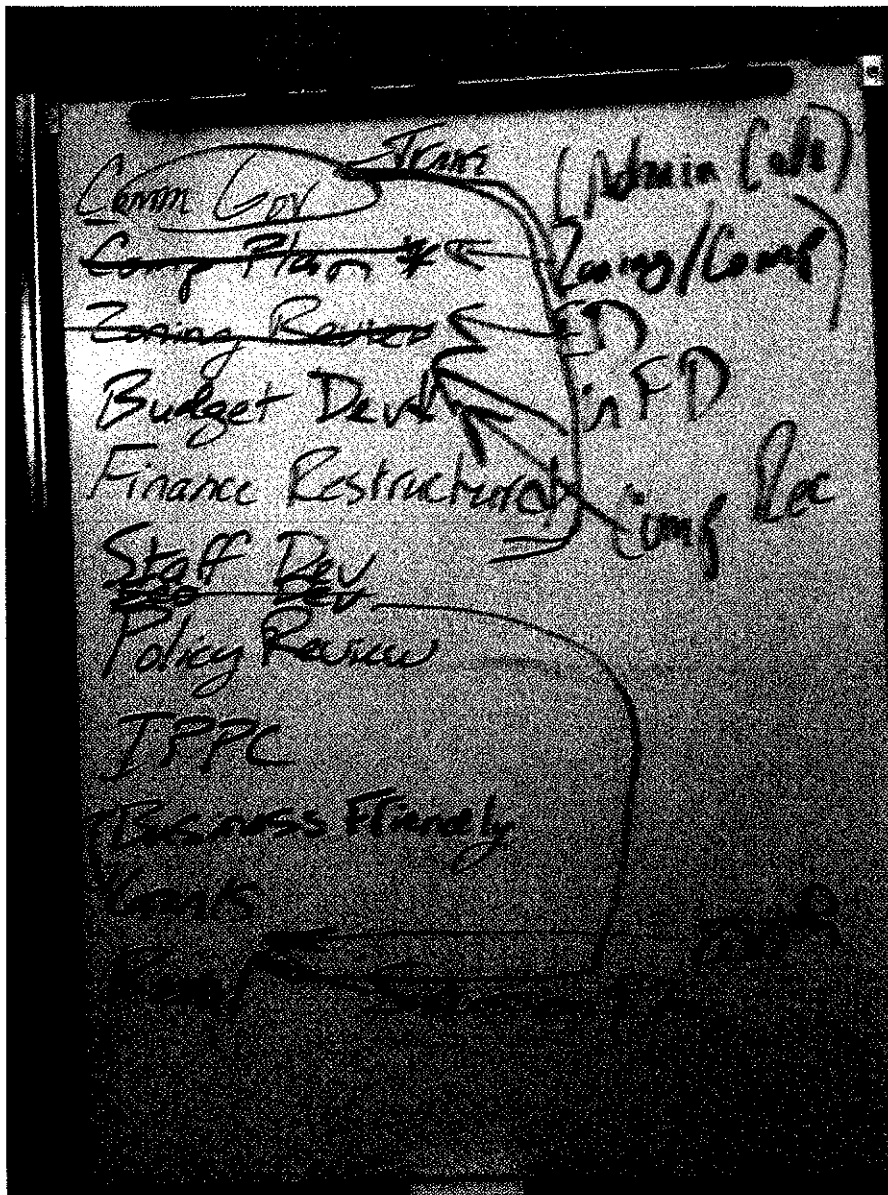
**Business Friendly Compliance**

**Grant Opportunities**

**250<sup>th</sup> Anniversary of the town**

**Succession Planning**

**Revaluation**



To: Boothbay CPC  
From: Mark Eyerman  
Subject: Revised Chapter 5  
Date: November 27, 2013

Attached is a revised and updated version of the draft of Chapter 5. Here is a brief overview of the changes from the November 15<sup>th</sup> draft:

1. I revised the actions dealing with home occupations and home businesses on Page 4. I think this reflects what we discussed and makes the construction of the two actions parallel. For the purpose of the Plan, I wouldn't get hung up on the language of what these two uses are called as long as the difference is clear. Personally, I urge caution in using the term "home occupation" when it relates to the types of things such as boat building and repair or other uses of this type. I say this because there is a significant legal history behind the use of the term home occupation to be the kind of activity that has been historically carried on within the home such as an attorney having her office in the home or a beautician having his salon in the home.
2. I did some minor editing in Actions B.3-1 and B.3-2 to include the idea of increasing access not just maintaining it.
3. I edited the intro to the housing section as we discussed.
4. I tried to clean up the section on Recreation and Open Space to talk about "protected" open space and to change trails to pedestrian facilities or pedestrian facilities and trails.
5. I went through Action F.2-3 dealing with groundwater protection and tried to rework that. I removed the prior part about seasonal conversions. I made the item about low flow fixtures an "encourage". I reworked what had been former 4 to still require information about impacts on groundwater but only for activities that use more than 1,200 gallons of water a day. There is nothing magical in this number but that is the equivalent of more than 4 single-family homes. I also revised the LID requirement to only apply if you create more than 5,000 SF of impervious surface. Again that is a judgment but if someone is going to do the equivalent of a 100' X 50' parking lot, using LID BMPs seems reasonable. I'll send along the provisions for groundwater information from the state model subdivision regulations – these provisions are used by many communities.

## Chapter Five Community Goals and Policies

The Comprehensive Plan is designed to be a guide in directing growth, development, and change in the Town of Boothbay over the coming decade and beyond. The objectives and actions set forth in this chapter address the issues facing the Town except for the area of land use. Chapter Six addresses the Town's land use objectives and policies.

For each issue area, this chapter establishes the basic direction that the Town should seek to achieve through its municipal programs, regulations, and expenditures. Local objectives and proposed actions to achieve those objectives are established for each of the areas covered in the Inventory and Analysis sections in the appendices. In some cases, actions are repeated or referenced since they apply to more than one objective or topic. For each issue area, the relevant state goal or goals from the Growth Management Program that guides municipal comprehensive planning is included.

### A. Population and Demographics

Over the past twenty plus years, Boothbay has experienced steady growth in its year-round population from 2,648 in 1990 to 3,120 in 2010 (see Appendix A). This growth has been driven by in-migration into the community. During this period, the number of year-round households increased by almost a third while the size of the average household decreased by over 10% to 2.25 people per household. Over 70% of year-round households now have only one or two people. Since 1990, the number of young people in the community under 25 has dropped by almost 15% while those adults between 25 and 44 decreased by over 30%. At the same time, Boothbay saw major growth in its population aged 45-64 (75%) and 65 and over (90%). As a result, the median age of Boothbay residents increased from 38.1 years in 1990 to 51.7 years in 2010.

**State Goal:** To encourage orderly growth and development in appropriate areas of each community, while protecting the State's rural character, making efficient use of public services and preventing development sprawl. (Growth Management Act)

Pursuant to this goal, the Town of Boothbay's local objectives and related actions are:

***Objective A.1 Maintain the diversity of Boothbay's population***

Action A.1-1. Revise the land use regulations to allow the construction of multi-unit housing in designated areas at appropriate densities (see the Future Land use Plan in Chapter 6) to increase the range of housing available in the community.

Action A.1-2. Revise the land use regulations to allow age-restricted housing for seniors that consist of small units to be built at a higher density than other types of housing in the same area.

Action A.1-3. Increase the number of good-quality, year-round jobs in the community and Boothbay Region (see the Local Economy section for the specific actions to accomplish this).

***Objective A.2 Increase the attractiveness of Boothbay as a place for younger people and households to live***

Action A.2-1. Revise the land use regulations to allow smaller lot sizes and higher densities for residential units in areas that are or can be served by both the public sewer system and the year-round water system.

Action A.2-2. Support the provision of recreational facilities and programs for children, families and adults (see Recreation and Open Space for additional details).

Action A.2-3. Support efforts by the Boothbay-Boothbay Harbor school system to provide a vibrant, innovative environment that allows all students to learn at the peak of their abilities and to continue to adopt innovative educational approaches (see the Education section for more details).

Action A.2-4. Increase the number of good-quality, year-round jobs in the community and Boothbay Region (see the Local Economy section for the specific actions to accomplish this).

**B. Local Economy**

Boothbay has a very diverse economy for a community of its size. According to data from the State of Maine, all Boothbay businesses taken together employ a year-round

average approximately 750 people with higher employment during the summer season. These jobs are spread across a number of industries including boat building, commercial fishing, marine services, marine research, hospitality, construction, and support services for summer residents. Boothbay is both a job center and a “bedroom community”. Less than a third of the jobs in Boothbay are held by Boothbay residents with the rest filled by people who commute into town while approximately 80% of employed Boothbay residents commute out-of-town for work.

**State Goal:**       **To promote an economic climate that increases job opportunities and overall economic well-being. (Growth Management Act)**

Pursuant to this goal, the Town of Boothbay’s local objectives and related actions are:

***Objective B.1 Create an environment that allows private businesses to increase the number of good-quality, year-round jobs in the community and larger region***

Action B.1-1. Review and revise the land use regulations as necessary to assure that there is an adequate supply of appropriately located and serviced land to accommodate commercial and industrial development (see the Future Land use Plan in Chapter 6).

Action B.1-2. Cooperate with property owners and the water and sewer districts to provide year-round public water service and sewer service to new or expanded developments that will create new, good-quality, year-round jobs including seeking grants and other funding from outside sources.

Action B.1-3. Continue to use innovative financing approaches such as tax increment financing and impact fees to help pay for the cost of infrastructure improvements needed for new or expanded developments that will create new, good-quality, year-round jobs.

Action B.1-4. Actively participate with Boothbay Harbor and regional economic development organizations in regional programs to attract jobs to the region.

***Objective B.2 Accommodate home occupations and home businesses while minimizing their impacts on neighboring properties***

Action B.2-1. Revise the land use regulations to clarify the treatment of low-

intensity “home occupations” (currently called home occupations, homemaker/office) and more intensive “home businesses” (currently called home occupations, other) including establishing standards for each type of use, with clear, objective criteria.

Action B.2-2. Revise the standards for low-intensity “home occupations” that are carried on entirely within a structure on a residential property and have little or no impacts on adjacent properties and allow this use in all areas of the community with a simple administrative review process.

Action B.2-3. Revise the standards for more intensive “home businesses” that include activities that are carried on outside of a structure on a residential property or that generate noise or commercial traffic or similar impacts and allow this use through a planning board review process in which the owner of the home business must demonstrate that it will meet standards with objective criteria for minimizing the impacts on the adjacent neighborhood.

***Objective B.3 Promote traditional and emerging marine-related industries***

Action B.3-1. Maintain, improve and increase the public access points and facilities used by commercial fisherman, lobstermen, and other marine interests.

Action B.3-2. Work with the Boothbay Region Land Trust to protect existing marine-related facilities on the working waterfront as well as to provide new facilities to assure their availability for future marine use .

Action B.3-3. Review and revise the zoning requirements to assure that they do not create unreasonable barriers for the continuation of traditional marine uses including the storage of traps and other fishing gear and the routine maintenance of vessels.

Action B.3-4. Work with the Town of Boothbay Harbor to explore the creation of an off-shore Marine Enterprise Zone. This zone would be a designated area to facilitate the growth of aquaculture and other marine industries. The zone would be an area that is appropriate for these types of uses and that has minimal land-based conflicts. Within the zone, federal, state, and local approvals for these types of uses would be sought in advance to encourage private operators to establish commercial operations.

***Objective B.4 Support the continued economic health and evolution of the tourist industry***

Action B.4-1. Work with service providers and the other municipalities to assure that current and future Information Services (IT) including high-quality cell phone and high-speed Internet access are available throughout the peninsula.

Action B.4-2. Actively support efforts to increase the peninsula's attractiveness as a 21<sup>st</sup> Century tourist destination by upgrading pedestrian and bicycling facilities linking key destinations, providing alternative transportation and parking, and accommodating natural resource and recreation-based tourist facilities.

Action B.4-3. Aggressively support efforts to improve vehicular access to the Boothbay peninsula by reducing the impact of the Wiscasset bottleneck. In addition to supporting efforts to improve traffic flow through/around Wiscasset, this should include supporting efforts to divert through traffic that does not have a Mid-Coast destination from the Route One corridor by encouraging the use of alternative routes such as I-295 and Route 3. This should include providing real time traffic information to motorists at key decision points such as Topsham/Brunswick and Belfast.

Action B.4-4. Improve traffic flow within the Boothbay peninsula including improving the traffic pattern in the vicinity of the Common and assuring accessibility for public safety and emergency services.

## **C. Housing**

Over the past twenty plus years, almost all of the new year-round housing units created in Boothbay have been new single-family homes or the conversion of seasonal units to year-round use. This trend has resulted in housing that is less affordable and which creates an economic barrier for people who work in Boothbay as well as for young families living in the community. Increase diversity in housing to provide opportunities for older people who no longer want to, or cannot, maintain a home but who wish to remain in Boothbay and be a part of the community.

**State Goal:** To encourage and promote affordable, decent housing opportunities for all Maine citizens. (Growth Management Act)

Pursuant to this goal, the Town of Boothbay's local objectives and related actions are:

***Objective C.1 Create an environment in which the private sector can expand the range of housing opportunities available in Boothbay***

Action C.1-1. Revise the land use regulations to allow the construction of multi-unit housing in designated areas at appropriate densities (see the Future Land use Plan in Chapter 6) to increase the range of housing available in the community.

Action C.1-2. Revise the land use regulations to allow age-restricted housing for seniors that consist of small units to be built at a higher density than other types of housing in the same area.

Action C.1-3. Revise the land use regulations to allow smaller lot sizes and higher densities for residential units in areas that are or can be served by both the public sewer system and the year-round water system.

***Objective C.2 Increase the supply of housing in the Boothbay Region that is affordable to people who work on the peninsula***

Action C.2-1. Provide leadership and encourage cooperation to develop a regional strategy that creates housing that is affordable to households that work in the region or have a modest income. This strategy should explore the full-range of options for addressing this issue ranging from new construction of various types of housing to better utilization of large, old single-family homes. This strategy should assure that each municipality assumes the responsibility for meeting a share of the region's need for lower-cost housing in a way that is appropriate to that community.

## **D. Municipal Facilities**

The Town owns a number of municipal facilities including the town office, fire department facilities, parks and recreation areas, docks, boat launches, and other facilities. Generally the Town's facilities are in good condition and are adequate to meet current and anticipated future needs. All of these facilities require ongoing maintenance and some are reaching an age where they may require significant investment.



**State Goals:** To plan for, finance and develop an efficient system of public facilities and services to accommodate anticipated growth and economic development. (Growth Management Act)

To encourage orderly growth and development in appropriate areas of each community, while protecting the State's rural character, making efficient use of public services and preventing development sprawl. (Growth Management Act)

***Objective D.1 Maintain the Town's public buildings and facilities in good condition***

Action D.1-1. Plan for the regular maintenance and upgrading of Town buildings and other facilities such as playgrounds, boat launches, and docks as part of the Town's capital planning and budgeting process.

Action D.1-2. Establish a Town policy of exploring the potential for shared facilities, equipment, services, and personnel prior to undertaking any major investments.

***Objective D.2 Increase the energy efficiency of the Town's public buildings and facilities***

Action D.2-1. Undertake energy audits of all Town buildings and facilities and develop long-term improvement programs to increase each building's energy efficiency.

Action D.2-2. Plan for the implementation of the identified energy improvements as part of the Town's capital planning and budgeting process.

## **E. Recreation and Open Space**

A major asset of the community and the larger region is the area's outstanding natural and scenic environment. This environment is created, in part, by the large amount of protected open space, undeveloped land, and scenic views throughout the peninsula. Organizations such as the Boothbay Region Land Trust and the Coastal Maine Botanical Gardens as well as state agencies have acted to preserve this environment by protecting large tracts of land as open space and providing for the low-impact recreational use of these areas. The Town owns recreational facilities and some

open land. In addition to its recreational, habitat, and scenic value, this protected open space and undeveloped land plays an important role in the recharge of the aquifers that serve as the sources of water for much of the community.

**State Goal:** To promote and protect the availability of outdoor recreation opportunities for all Maine citizens, including access to surface waters. (Growth Management Act)

***Objective E.1 Develop a comprehensive Town policy on the protection of open space***

Action E.1-1. Develop a comprehensive open space plan for the community that evaluates the potential for expanding protected open space in the Town as a means for addressing the municipality's objectives. This plan should assess the value of open space for a range of benefits including recreational use, retention of scenic views, wildlife habitat protection, protection of groundwater quality and quantity, and municipal parks. The open space plan should be coordinated with the plans of the Boothbay Region Land Trust and state agencies and should propose a coordinated open space protection and management strategy for the community.

Action E.1-2. Provide information on the state's current use tax programs to the owners of large parcels of open land and encourage them to consider enrolling their land in these programs even though this does not provide permanent protection for the land.

***Objective E.2 Expand the existing pedestrian network and establish links between the existing pedestrian facilities and trails to increase the extent of the interconnected pedestrian network***

Action E.2-1. Work with the Towns of Boothbay Harbor, Edgecomb, and Southport, the Boothbay Regional Community Trails Partnership, Boothbay Region Land Trust, the Lincoln County Regional Planning Commission, and property owners to develop a peninsula-wide trail and pedestrian facility plan. This plan should focus on creating and maintaining connections between major activity centers where they do not currently exist (such as from the area of the YMCA and high school to the Coastal Maine Botanical Gardens) and on linking existing pedestrian facilities.

Action E.2-2. Develop a local pedestrian facility and trail improvement and

management plan for the Town based on the peninsula-wide plan.

## F. Infrastructure

The major elements of the community's infrastructure are its water supply systems, its provisions for sewage disposal, and its transportation systems. The Town's transportation systems are addressed in Section \_\_. Except for a small area along Route 27 adjacent to Boothbay Harbor where public sewers are available, sewage disposal is handled privately through on-site disposal systems which are regulated by the state. Water supply comes from either the public system operated by the Boothbay Region Water District which has both year-round and seasonal service areas and/or private wells. Maintaining both the quality and quantity of the supplies for both the public and private water supply systems is a key issue for the community. The water district's primary water sources are surface waters in the Town of Boothbay. In some geographic areas of the community, there are existing concerns about both the quality and the quantity of the groundwater available to supply private wells.

**State Goal:** To plan for, finance and develop an efficient system of public facilities and services to accommodate anticipated growth and economic development. (Growth Management Act)

To encourage orderly growth and development in appropriate areas of each community, while protecting the State's rural character, making efficient use of public services and preventing development sprawl. (Growth Management Act)

### *Objective F.1 Increase the protection of the water supply of the Boothbay Region Water District*

Action F.1-1. Work with the Water District to develop and adopt new performance-based standards for the Water Reservoirs Protection District and the Watershed Overlay Zone to enhance the protection of Adams Pond and Knickerbocker Lake.

Action F.1-2. Undertake a program to work with the Water District and the owners of developed property within the Water Reservoirs Protection District to improve the management of stormwater on these lots consistent with the new standards (see Action F.1-1) and Low Impact Development (LID) Best Management Practices (BMPs).

Action F.1-3. Support the extension of the public sewer system northerly along Route 27 to provide sewer service to the developed properties within the Water Reservoirs Protection District as well as new development that may occur in the adjacent Watershed Overlay Zone. This should include seeking outside funding to pay for the cost of this extension as well as the use of funding mechanisms such as tax increment financing and impact fees.

***Objective F.2 Protect the quality and quantity of the groundwater that is the supply for private wells***

Action F.2-1. Undertake a comprehensive groundwater study to identify issues with respect to the quality and quantity of the groundwater and establish a long-term strategy for addressing the identified issues. This study should focus first on areas with known or suspected groundwater issues.

Action F.2-2. Consider the existing density of development and the appropriate density of future development relative to the protection of the groundwater in the development of the Future Land Use Plan (see Chapter 6) and the Town's zoning regulations especially in those areas that are not served by year-round public water.

Action F.2-3. Implement a short-term groundwater protection program consisting of the following actions until the comprehensive groundwater study is completed and the recommendations implemented:

1. Undertake a community-wide education program about groundwater issues focused on encouraging property owners to increase the amount of stormwater runoff from their property that is recharged into the ground and to take steps to reduce their water use if they rely on well-water for any part of the year.
2. Encourage the use of low flow water fixtures and appliances for all new or replacement plumbing installations even if not required by state rules.
3. Require new non-residential buildings, new residential subdivisions, and all residential uses other than single-family homes on individual lots that will have a design sewage flow of more than 1,200 gallons per day based on the State Plumbing Code and that will rely on groundwater for their water supply for any part of the year to demonstrate that the use of the groundwater will not have an unreasonable impact on the quantity or quality of groundwater available to neighboring properties. This requirement should also apply to the expansion of any existing use that is

served by a well that increases the amount of water use by more than 1,200 gallons per day based on the design sewage flows of the State Plumbing Code.

4. Require new residential subdivisions and new nonresidential buildings and residential uses other than single-family homes on individual lots that will create more than 5,000 square feet of impervious surface to utilize Low Impact Development Best Management Practices for stormwater management unless a state stormwater permit is required.
5. Encourage new single-family homes to utilize Low Impact Development Best Management Practices for stormwater management.
6. Require any expansion of existing nonresidential or residential buildings (including single-family homes) that increases the amount of impervious surface on the lot by more than 5,000 square feet to utilize Low Impact Development Best Management Practices for stormwater management
7. Adopt maximum lot coverage or impervious surface limits in all zoning districts not just in the Shoreland Zone (see Future Land Use Plan in Chapter 6).

To: Boothbay CPC  
From: Mark Eyerman  
Subject: Third Set of Objectives  
Date: November 15, 2013

Attached is a third set of draft objectives and related actions addressing the following topics:

- Transportation
- Historic and Archeological Resources
- Natural and Marine Resources
- Fiscal
- Education

For each topic I looked back at the related inventory and our discussions and put together a first cut at objectives for that topic. You should look at these objectives first and see if they are basically on target and whether they address everything that needs to be covered under each topic.

Then for each objective, I put together one or more actions. Again these are a first cut to get the discussion started. You should review these and see if they are on target and whether there are other things we should include.

## Third Set of Objectives and Actions

### G. Transportation

#### *Objective G.1 Improve the accessibility of the Boothbay peninsula*

Action G.1-1 (also Action B.4-3). Aggressively support efforts to improve vehicular access to the Boothbay peninsula by reducing the impact of the Wiscasset bottleneck. In addition to supporting efforts to improve traffic flow through/around Wiscasset, this should include supporting efforts to divert through traffic that does not have a Mid-Coast destination from the Route One corridor by encouraging the use of alternative routes such as I-295 and Route 3. This should include providing real time traffic information to motorists at key decision points such as Topsham/Brunswick and Belfast.

Action G.1-2. Encourage interstate bus lines such as Concord Coach and Greyhound to provide additional bus service in the Route One corridor as demand warrants including enhanced provisions for passengers to bring bicycles on the bus with them.

Action G.1-3. Encourage the Maine Department of Transportation to undertake a study of the feasibility of establishing high-speed ferry service between Boothbay Harbor and Portland and possibly other mid-coast ports to provide tourist with an alternative travel mode to the Boothbay region.

#### *Objective G.2 Improve traffic flow and safety in Route 27 corridor*

Action G.2-1. Work with the Maine Department of Transportation to undertake a comprehensive traffic improvement program to revise the traffic pattern in the vicinity of the Common to improve vehicular flow and safety and to enhance the appearance and usability of the Common. These improvements should include sidewalks and pedestrian crossings to make the Common more of a pedestrian environment. The Town should consider using a TIF or other financing mechanism to pay for this project.

Action G.2-2. Work with the Maine Department of Transportation to systematically complete the improvements outlined in the Midcoast Route 27

Corridor Management Plan (see Chapter 1) including improvements at the intersections with Industrial Road, Hardwick Road, River Road, and both sections of Adams Road, widening the pavement to accommodate pedestrian and bicycle use from the Common to Hardwick Road, and improving the management of curb cuts..

***Objective G.3 (also E.2) Expand the existing pedestrian network and establish links between those trails to increase the extent of the interconnected trail network***

Action G.3-1 (also E.2-1). Work with the Towns of Boothbay Harbor, Edgecomb, and Southport, the Boothbay Regional Community Trails Partnership, the Boothbay Region Land Trust, the Lincoln County Regional Planning Commission, and property owners to develop a peninsula-wide trail and pedestrian facility plan. This plan should focus on creating and maintaining connections between major activity centers where they do not currently exist (such as from the area of the YMCA and high school to the Coastal Maine Botanical Gardens) and on linking existing local trail systems.

Action G.3-2 (also E.2-2). Develop a local trail improvement and management plan for the Town based on the peninsula-wide trail plan.

***Objective G.4 Maintain and expand the sidewalk and pedestrian facility network***

Action G.4-1. Develop a prioritized plan for maintaining the existing pedestrian facilities in the Common area and East Boothbay village and for extending those sidewalks and shoulders to create a better pedestrian network in these villages and along Route 27 as recommended in the Boothbay-Boothbay Harbor Bicycle-Pedestrian Plan.

Action G.4-2. Create and regularly fund a pedestrian improvements account as part of the Town budget to be used for implementing the sidewalk plan.

***Objective G.5 Improve the safety of pedestrians and bicyclists using the major roads through the community***

Action G.5-1. Work with Maine Department of Transportation and the Town of Boothbay Harbor to extend the sidewalk from the Common to the YMCA.

Action G.5-2. Work with Maine Department of Transportation to construct paved shoulders on the portion of Route 96 between Route 27 and East Boothbay village.



Action G.5-3. Work with Maine Department of Transportation to construct paved shoulders where possible on the portion of Route 96 from East Boothbay village to Ocean Point.

Action G.5-4. Work with Maine Department of Transportation to expand the paved shoulders on Route 27 between Boothbay Center and the Edgcomb line to a minimum of four feet in width.

***Objective G.6 Increase the opportunities for residents, visitors, and tourists to move about the peninsula without using a car***

Action G.6-1. In addition to the pedestrian, trail and bicycle improvements outlined above (Objectives G.3, G.4, and G.5), explore the creation of a local trolley or shuttle service with the Town of Boothbay Harbor and the local business community. In conjunction with this effort, investigate the feasibility of a remote parking lot along Route 27 that would be served by the trolley/shuttle so that visitors and workers do not have to drive into and park in the harbor area.

## H. Historic and Archeological Resources

***Objective H.1 Ensure that identified historic and archeological resources are considered in development proposals***

Action H.1-1. Review and revise the submission requirements for projects subject to subdivision or site plan review to require that all state or locally identified historically or archaeologically significant resources on or adjacent to the development parcel be identified in the application and shown on the plans.

Action H.1-2. Require applicants for subdivision or site plan review on parcels that contain state or locally identified historically or archaeologically significant resources to document how the resource will be incorporated into the development proposal and any impacts mitigated or, if the resource will not be incorporated into the development, why that is necessary.

## I. Natural and Marine Resources

***Objective I.1 Ensure that significant natural resources are considered in***

### *development proposals*

Action I.1-1. Review and revise the submission requirements for projects subject to subdivision or site plan review to require that all state or locally significant natural resources on parcel including, but not limited to, wetlands, vernal pools, floodplains, wildlife habitats, and unique natural features or areas, be identified in the application and shown on the plans.

Action I.1-2. Revise the Town's subdivision and site plan review standards to establish objective criteria for considering these resources in the development planning and for protecting them and/or mitigating any adverse impacts on them.

Action I.1-3. Consider incorporating a requirement for a pre-application site inventory and analysis process in the subdivision and site plan review procedures for larger developments and the use of this analysis in the site design and layout of the development to minimize impacts on significant resources.

### *Objective I.2 Maintain the outstanding scenic quality of the community*

Action I.2-1. Undertake a scenic inventory and assessment of the Town to identify significant scenic features including roadscapes, views, and vistas from public property including roads open to public use and to evaluate threats to maintaining those roadscapes, views, and vistas.

Action I.2-2. Revise the submission requirements for projects subject to subdivision or site plan review to require that all locally significant scenic features on or adjacent to the parcel be identified in the application and shown on the plans.

Action I.2-3. Revise the Town's subdivision and site plan review standards to establish objective criteria for considering these resources in the development planning and for protecting them and/or mitigating any adverse impacts on them.

Action I.2-4. Revise the Town's development standards to require that new or expanded projects along Routes 27 and 96 maintain a landscaped or naturally vegetated buffer strip along the road right-of-way (see Chapter 6 Land Use for additional details)

***Objective I.3 Protect the quality and quantity of the groundwater that is used to supply private wells (see Objective F.2)***

***Objective I.4 Improve the quality of the Town's surface waters***

Action I.4-1. Revise the Town's development standards to require that all projects that create more than 1,000 square feet of new impervious surface utilize stormwater LID Best Management Practices to minimize the amount of stormwater runoff from the site and to improve the quality of any runoff from the site.

***Objective I.5 Maintain and enhance access to coastal waters for both commercial marine interests and recreational boaters***

Action I.5-1. Maintain and improve the public access points and facilities used by commercial fisherman, lobstermen, and other marine interests and recreational boaters (also see Action B.3-1).

Action I.5-2 (also B.3-2). Work with the Boothbay Region Land Trust to protect existing marine-related facilities on the working waterfront to assure their availability for future marine use.

## **J. Fiscal**

***Objective J.1 Provide funding for the maintaining the Town's facilities and implementing the Comprehensive Plan***

Action J.1-1. Maintain and enhance the Town's capital planning and budgeting system to include a 3 to 5 year plan that addresses needed investments in capital facilities and actions to implement this plan in addition to funding for equipment replacement and regular maintenance.

Action J.1-2. Continue to seek funding from outside sources including state and federal programs for planned improvements.

Action J.1-3. Consider the use of alternative funding approaches including tax increment financing and impact fees when appropriate to pay for planned improvements.

## K. Education

### *Objective K.1 Enhance the performance of the students in the local school system*

Action K.1-1 (also A.2-3). Support efforts by the Boothbay-Boothbay Harbor school system to provide a vibrant, innovative environment that allows all students to learn at the peak of their abilities and to continue to adopt innovative educational approaches.

### *Objective K.2 Improve the academic reputation of the district throughout the Mid-Coast region*

Action K.2-1 Work with school administrators and officials to promote the successes and achievements of the school district and its students throughout the larger Mid-Coast region and the State of Maine.