

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, February 12, 2014
7:00 PM
Agenda**

Board of Selectmen

**BRLT Cross River Property
Negotiations**

6:00 pm

1. **Executive Session pursuant 1 MRSA § 405(6)(C)** Discussion of disposition of publicly held property with the Boothbay Region Land Trust regarding the "Cross River" property.
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Approve minutes of previous meeting- (1/22/2014)**
5. **FY 2015 Budget-**
 - a. Budget schedule for 2/26/2014
 - b. Public Works
 - c. Code Enforcement
 - d. Harbor Master
 - e. Fire Department
 - f. Other
6. **Reports**
 - a. Edgcomb Selectmen meeting 2/26/14 at 6 pm
 - b. Lincoln County meeting 2/26/14 in regular session
 - c. BOA decision regarding cell tower
 - d. Country Club public hearing
 - e. Department Reports
 - f. Wharves and Weirs Public Hearing 2/13/2014
7. **Old Business**
 - a. Cross River Property
 - b. Tax Increment Financing Development Plan
8. **New Business**
 - a. Quit-Claim Deed
 - b. Annual Town Meeting
9. **Public Comment**
10. **Review Warrants and sign**
11. **Adjourn Meeting**



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

To: Board of Selectmen
From: James D Chaousis II
Date: 2/7/2014
Sub: Agenda for 2/12/2014

Please Remember: BRLT disposition of land discussion at 6:00 pm

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

FY 2015 Budget Deliberations

- ♦ We will review the remaining schedule of FY2015 budget deliberations
 - The following organizations will be scheduled for 2/26
 - BRRDD
 - BRAS
 - Library
 - Cemetery District
- ♦ I will have department leaders from the Fire Department, DPW, Code Enforcement, and Harbor Master to discuss questions the BoS may have.

Reports

- ♦ Edgecomb Selectmen Meeting
 - We are scheduled to meet with the Edgecomb Selectmen on 2/26 at 6 pm.
 - I met with them on 1/27 to discuss the framework of services we could provide
- ♦ Lincoln County
 - We are scheduled to meet with Commissioner Meserve and Lincoln County Administrator John O'Connell on 2/26 during regular session to discuss the Lincoln County budget
- ♦ BOA Decision regarding cell tower
 - The BOA rejected a request for a variance for a cell tower in East Boothbay.
 - The applicant has filed a request for reconsideration.
 - It is best to avoid public discussion about the merits of the appeal until the request has been answered.
- ♦ Country Club public hearing
 - As part of their DEP requirements the BHCC had a public hearing regarding the development on their property. I will inform the BoS of that meeting.
- ♦ Department Reports
 - We will meet in the afternoon on Wednesday to discuss department current issues
- ♦ Wharves and Weirs
 - There is an on-site PH on 2/13/14 with a continuation for 2/26/14

Old Business

- ♦ Cross River Property
 - This is a place holder for actionable items that may occur from discussion with BRLT
- ♦ Tax Increment Financing Development Plan
 - The latest draft of the TIF Development Plan has been reviewed.
 - I will have comments from legal counsel at the meeting.



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

New Business

- ♦ Quit-claim deed
 - I have a few quit-claim deeds for the BoS to consider in order to clean up some property issues.
 - A few very historical liens have not been cleared
- ♦ Annual Town Meeting Review
 - I will most likely have a warrant to review and minor considerations

**PUBLIC NOTICE
TOWN OF BOOTHBAY**

Nomination papers will be available on Friday, Feb. 7, 2014 at the town clerk's office for the following positions, (each for 3 year terms):

Two Selectmen's seats Doug & Steve Ham
One Trustee of the B-BH Community School District Tyler R. Hodgdon
One Member of the B-BH Superintending School Committee Brian C. Blethen
One Trustee of the B H Cemetery District Lorraine E. Hodgdon
One Trustee for the B R Water District Mark E. Carter

Office hours are Monday--Friday from 8:30 a.m. - 4:30 p.m. Completed papers will need to be returned to the Clerk's office on or before 4:30 p.m. March 21, 2014.

Publish in Boothbay Register in the January 23rd, and January 30th, 2014 editions of the Boothbay Register.



BOOTHBAY REGION LAND TRUST

December 4, 2013

Board of Directors

James Dun
President

Jack Fulmer
Vice President

Merry Knowlton
Secretary

Hamilton Meserve
Treasurer

Nancy Adams
Danielle Betts
Linda Burley
Bill Cullina
Pauline Dion
Joe Gelarden
Meagan Hamblett
Jean Hawley
Jeffrey V. Wells

Board of Advisors

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Nanette Davison
Carl R. Griffin, III
Michael F. Harrison
Dawn E. Kidd
Charles E. Koch
Mary Miller
Bruce B. Tindal

Staff

Nicholas J. Ullo
Executive Director

Julie Lamy
*Development
Director*

Tracey Hall
*Environmental
Educator*

Michael Warren
Lands Manager

Violet S. Wood
Office Manager

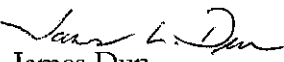
Town of Boothbay
PO Box 106
1011 Wiscasset Road
Boothbay, ME 04537

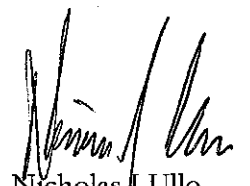
Dear Selectmen:

Founded in 1980, Boothbay Region Land Trust (BRLT) has been conserving for the public benefit the natural habitat, scenic beauty and working lands of the Boothbay region for over 33 years.

We are pleased to submit, for your consideration, this proposal for the "Cross River Property".

Sincerely,


James Dun
President


Nicholas J. Ullo
Executive Director

PROPOSAL INFORMATION SHEET 2013

Town of Boothbay

"Cross River Property"

Map/Lot Map R5 Lot 1A

Name: BOOTHBAY REGION LAND TRUST

Address: PO Box 183, 137 TOWNSEND AVE., BOOTHBAY HARBOR, ME 04538

Phone Number: 207-633-4818

Monetary Offer: N/A

Refundable Deposit of 10%: N/A

Proposed Use: WORKING WATERFRONT AND PUBLIC RECREATIONAL TRAIL

Each proposal must minimally complete the Proposal Information Sheet provided by the Town. All requested information on the form must be provided. The Board of Selectmen will consider the proposed use of the property for the most advantageous aspects to the Town, as an organization and a community. This information may be part of the criteria the Board of Selectmen will use for evaluating the proposals and the Board of Selectmen reserve the right to include such details in the purchase and sale agreement (or lease) for the property. The Selectmen will consider:

ALLOESS

- A. Sale, lease, or public/private partnership proposals
- B. Amount of the offer on the property
- C. Amount of investment in the property
- D. Estimated future property value
- E. Expected use of the property (Commercial, residential, mixed use)
- F. Potential for area employment
- G. Timeline for property investment
- H. Financing ability
- I. Ability to retain public access

The tax maps, tax card, property survey, and other public information concerning the property may be reviewed at the Town Office during its normal business hours which are 8:30 a.m. to 4:30 p.m. Monday - Friday.

Each proposal must be in writing and in a sealed envelope marked "Cross River Property RFP" on the outside. The property consists of 19.81 acres of undeveloped land with 719 feet of road frontage on Route 27 and 723 feet of water frontage on the Cross River.

All proposals must be delivered to the Town Office located at 1011 Wiscasset Road, Boothbay, Maine 04537 no later than 4:30 p.m. on Friday, December 6, 2013. All proposals will remain sealed until the next available Selectmen's Meeting, in which they will be read aloud. Late proposals will not be opened or considered.

**BOOTHBAY REGION LAND TRUST PROPOSAL
TO
TOWN OF BOOTHBAY**

“Cross River Property”

Boothbay Region Land Trust, hereafter “BRLT” proposes that the Town of Boothbay transfer ownership of the “Cross River Property” (Map R5/Lot 1A) to BRLT.

A. Transfer of land:

BRLT proposes that the Town of Boothbay transfer ownership of the Cross River Property described as Assessors’ Tax Map R05, Lot 1A, the so-called “Smith Property” to BRLT for public use and access to the Cross River as approved by the voters of the Town of Boothbay at their May 6, 2002 meeting.

Originally acquired by foreclosure, the Cross River Property was leased by the Town of Boothbay to the Boothbay Civic Association (BCA) in October, 2002. Under the agreement the Association was committed to provide walking and hiking trails and facilities for picnicking and boating. The BCA also proposed to construct a community arts center. These activities were never completed.

BRLT is committed to establishing parking facilities, developing hiking trails for public access, fostering working waterfront access for clam diggers and providing public access to the shore for recreational use. BRLT will consider building handicap-accessible trails and may consider constructing a nature center with BRLT office space and public meeting and educational facilities contingent upon site planning and funding.

B. Value of the offer on the property:

BRLT will provide trails, parking and waterfront access free and open to the public and will maintain the property in perpetuity. BRLT will also enhance access to the Cross River for clam diggers, and, should BRLT construct a nature center on site, it will offer significant job opportunities for local contractors.

C. Amount of investment in the property:

BRLT’s investment will be the cost of constructing trails, parking facilities, maintenance, insurance and the potential of constructing a new nature center and related amenities. Funds will be provided by granting agencies (public & private), individual donors and the BRLT operating budget.

D. Future property value:

The value of the property will be increased with the addition of the infrastructure described above.

The general value of the property is similar to that for all of the preserves. “*Economic Impact and Resident Valuation of the Boothbay Region Land Trust*”(Appendix A), a study dated February, 2013, conducted by Dr. Todd Gabe, a senior researcher at the University of Maine, Orono, shows that the users of BRLT preserves contribute significantly to the region’s economy. Many other studies have demonstrated that conserved land increases land value in adjacent or near properties, contributes to attracting new residents and improves the general wellbeing of the community.

- *Charting Maine's Future: An Action Plan for Promoting Sustainable Prosperity and Quality Places*, The Brookings Institution Metropolitan Policy Program, 2006
- *The Public Benefits of Conserved Lands*, Maine Coast Heritage Trust, 2005
- *Conservation: An Investment that Pays. The Economic Benefits of Parks and Open Space*, The Trust for Public Land, 2009)

E. Expected use of the property:

The expected use is consistent with that voted by the residents of the Town of Boothbay and reiterated by the BCA lease: public access. Furthermore, setback requirements limit potential development of this property (Appendix B).

F. Potential for area employment:

The Cross River contains 317+ acres of productive mud flat for clamming (Appendix C). Access to this significant resource is currently via boat (12 miles round trip from Knickerbocker), across private property, or across the unimproved Cross River Property (.3-mile hike each way through the forest). BRLT’s plan would significantly enhance access to these flats for area clammers.

BRLT’s proposal would provide the potential for area employment related to the planning and construction of facilities. (e.g. local contractors for trail building, parking facilities, signage, possible nature center construction)

G. Timeline:

BRLT’s timeline for property investment is as follows:

- Trail and trailhead development within one year.
- Visioning and planning process for improving waterfront access and site development, including a nature center with BRLT office space and public meeting and educational facilities to serve as a “gateway” to Boothbay region public lands, within two years.
- Implement construction plan as funds become available.

H. Financing ability:

BRLT has had great success in raising funds through private and government grant agencies and from private donors.

- Davis Conservation Foundation, Fields Pond Foundation, National Recreation Foundation, Norcross Wildlife Foundation and more (private)
- Land for Maine's Future (state)
- North American Wetlands Conservation Act (federal)
- BRLT has a broad base of voting resident donors who recognize the need for public land access and have shown a willingness to provide support to fulfill that need.

I. Ability to retain public access:

BRLT's history clearly demonstrates a commitment and ability to retain public access. BRLT has 22 public access preserves and is devoted to maintain that access in perpetuity. BRLT currently provides over 30 miles of hiking trails to the region's residents and visitors and also maintains working waterfront sites on Damariscove Island and on Barters Island. Conserving and increasing access to the area's precious waterfront is one of BRLT's top priorities.

Appendix

- Economic Impact and Resident Valuation of the Boothbay Region Land Trust*, Todd Gabe, Amy Hudnor and Luke Finnemore, School of Economics, University of Maine, 2013
- Cross River Property Land Use Analysis*, Knickerbocker Group; and *Cross River Property – Buildable Area Analysis Survey Map*
- Cross River Property – Aerial Map*
- Letters of Support

Appendix A:

Appendix B:

To: Town of Boothbay

11/8/2013

The clam diggers of the Boothbay Region support the efforts of the Boothbay Region Land Trust in their efforts to improve access to the clam flats at the so called Smith or Cross River Property.

We encourage the town to accept the BRLT proposal and are willing to work with them to accomplish the improvements.

Sincerely yours,

Clam Diggers;

Anthony Campbell

Chris Greene

Donald R. Rasmussen

Doug Robinson

Douglas Perkins
Don + Perkins

Brian Mabon

Leslie Burt-Perk

Maurice Barten

Daryl Rasmussen

Mike Mordell

Kira Peters

Hert Behar

DANIEL HASSAN

Daniel Barter

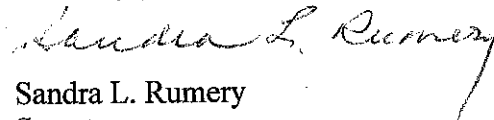
November 10, 2013

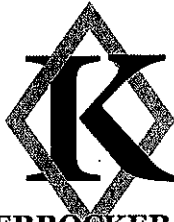
Reference: Smith/Cross River Property

The Boothbay Civic Association supports the efforts of the Boothbay Region Land Trust in their efforts to improve access to the clam flats at the so called Smith or Cross River Property.

We encourage the town to accept the BRLT proposal.

Sincerely yours,


Sandra L. Rumery
Secretary



KNICKERBOCKER GROUP

CROSS RIVER PROPERTY

Land Use Analysis

December 2, 2013

Knickerbocker Group has prepared this preliminary land use analysis of the Cross River property, located off of Route 27 in Boothbay Maine and shown as Lot 1-A on Assessor's Map R-5. The 19.8-acre parcel is currently owned by the Town of Boothbay. The following analysis is based on a preliminary survey prepared by Leighton and Associates dated 1998 and a review of the Zoning Ordinance for the Town of Boothbay. A final land use analysis cannot be completed without a natural resources review, to include a wetland/stream delineation, and an updated survey to located the upland edge of these mapped natural resources on the property.

The parcel is located in the C-1 zone. The front setback is 100 feet from the centerline of Route 27 and the side setback is 40 feet from the side lot lines. Based on the survey, the parcel has 719 feet of frontage on Route 27 and 1,240 feet of frontage on the tidal Cross River. The area within 250 feet of the upland edge of the Cross River is mapped as a Resource Protection zone. Also as shown on the survey, a stream crosses through the property and is hydrologically connected to the Cross River. As such, the Maine Department of Environmental Protection (DEP) would likely consider this stream a significant wildlife habitat subject to a 250-foot shoreland zone setback. There is also a mapped wetland on-site, located on the southeast side of the parcel nearest Route 27. It is unknown if this wetland is hydrologically connected to the stream. We have assumed for purposes of this analysis that the wetland is protected by State law but not subject to Maine DEP setbacks.

Given the natural resource and zoning constraints on the parcel, we estimate the total buildable area of the lot to be 6.8 acres (see attached sheet C-1). This area is divided by the stream, with approximately 6 acres to the east of the stream and a pocket of upland 0.8 acres in size located outside the setback areas to the southwest of the stream.

Allowed uses for the property are identified in the Land Use Table in section 3.9.1.1.3.2 in the Town's Zoning Ordinance. While development within the mapped Resource Protection area is strictly limited, there are numerous uses allowed in the areas outside of the overlay zones. Development potential in these areas, however, is limited by the geometry of the buildable area. In general, the buildable area is long and linear, narrowing to 130 feet in width near the wetland and widening to 235 feet at its widest point. The topography ranges from flatter slopes nearest Route 27 and on the upland ridges, with steeper slopes (15%+) in the areas between.

Given these factors, we believe the parcel will support the short-term and long-term goals as identified by the Boothbay Region Land Trust. With 66% of the property in natural resource/zoning setback areas, it is ideally suited for low impact development such as trails for public access to the 317+ acre tidal mudflats associated with the Cross River. With a stream crossing permit from the Maine DEP, a small parking lot could be constructed (to improve commercial clammer/fishing access to the mudflats) in the smaller 0.8 acre buildable area to the southwest of the stream. The larger 6-acre buildable area appears to be of adequate size to support the long-term goal for a Nature Center, along with parking and other related amenities.

Appendix C:

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, January 22, 2013
7:00 PM
MINUTES**

Present: Dale Harmon, Douglas Burnham, Charles Cunningham, Stephen Ham, Town Manager James Chaousis, Steven Lewis joined the meeting at 7:00PM.

1. Executive Session: Douglas Burnham made a motion to go into executive session 1 MRSA 405(6) A to interview BRAS Budget Committee candidates and Steve Ham seconded the motion. Vote: 4-0 in favor. (Steve Lewis was not in attendance)

The Executive Session ended at 6:45PM and the Regular Public Session was opened at 7:00PM by Chairman Steve Lewis.

2. Pledge of Allegiance:

3. Public Comments: James Chaousis said there was a hearing in Augusta today about Revenue Sharing and he was there and testified. He read the statement that he made and encouraged everyone to support the bill LR2721 to keep Revenue Sharing.

4. Approve minutes: Dale Harmon made a motion to approve the minutes of 12/31/13 and 01/08/2014 and Chuck Cunningham seconded the motion. Vote: 5-0 in favor

5. Bob Faunce – Maine Eastern Railroad Project: Mr. Faunce said in December the State was approached about offering at least seasonal rail service to the Midcoast. Passengers would be able to take the DownEaster to Brunswick, and then within a half hour get on the Maine Eastern Railroad to Wiscasset or Rockland. The question became the question of what else they could offer people to get them to use this service. They are talking about having a shuttle to take people from the train in Wiscasset to the Boothbay Peninsular then a second trolley to take people from place to place in the region. The train and shuttle to the Peninsular would be all one ticket. They would like to test the waters on this project this year. It is not a tourist project but a transportation project. This project comes with a \$45,000 price tag. They need to raise \$9,000 to get grant money to make this work. Lincoln County Commissioners, the Lincoln County Regional Planning Commission, and Boothbay Region Chamber of Commerce have each already pledged \$1,000. Mr. Faunce is asking Boothbay to give \$2,000. Chuck Cunningham asked if this money could be taken out of the Selectmen's contingency fund if they decided to give money to the project. Mr. Chaousis said it could come out of that fund or be put on a warrant. Mr. Cunningham next asked if this was an annual request or a one-time request. Mr. Faunce said this summer would just be a trial and he is not sure yet what the answer is. After a brief discussion among the Selectmen Chuck Cunningham made a motion to take the \$2,000 out of the Selectmen's contingency fund and give to this project and Dale Harmon seconded the motion. Vote: 5-0 in favor.

6. Joint Services with Edgecomb: Stuart Smith, Edgecomb Selectman, was present for this discussion. Mr. Chaousis said that he has talked with Mr. Smith about the possibility of the Boothbay CEO providing the same service for Edgecomb, combining them together. He said this would increase the workload by about 10%, there would be no increase to salaries, all the files would be kept at the Boothbay office, and very little extra resources would be needed. The Boothbay Town Manager would be responsible for personnel; there would be no administrative support to Edgecomb unless requested. The proposal is to

do this on a one year trial basis and then review after one year. Edgecomb would pay a base rate of \$5,000 plus plumbing fess, this would total about \$12,000 in revenue for Boothbay. Steve Lewis asked about permit fees and who gets these. Mr. Lewis also asked about the little "extra resources" and what they might be, Mr. Chaousis said that would be stuff like paper and copying, etc. Steve Lewis next asked about Mileage and said that could add up if the CEO goes to Edgecomb. This was discussed; they talked about paying the CEO in fuel, about Edgecomb paying for the fuel, etc. Steve Ham said he thought this could be a win-win for both towns if it was done right, it would be a great opportunity. Stuart Smith said that Edgecomb would be willing to change the building and plumbing fees to make it easier. Dale Harmon asked if the staff had been consulted and if they were OK with this proposal. Mr. Chaousis said the staff had been consulted and were OK with the proposal. Chuck Cunningham said it was a great concept, but would have to carefully look at and Selectmen would need to be ready to explain to the voters because they will ask if we need two CEO's which the town has, how can they take on the extra work. To try this proposal for one year would not need to go before the voters that would only need to be done if it was a multi-year contract. It was decided to have a joint meeting with Boothbay and Edgecomb selectmen; it was scheduled for 6:00PM on 02/26 before the regularly scheduled Boothbay Selectmen's meeting.

7. Reports:

a. IDK Communications Report – This report has been received and a copy was given to the Selectmen, it is a public document but the Selectmen were encouraged not to discuss it before the Board of Appeals meeting on the topic.

b. Lincoln County Budget – Mr. Chaousis has had some correspondence with Mr. John O'Connell about this and Mr. Meserve will be invited to attend the Selectmen's meeting on 02/26/2014. Steve Lewis would really like to have all three commissioners attend. He has recently learned they get full insurance coverage and since they only meet twice a month, he feels that is excessive and he would like to hear from them about why this is. Mr. Chaousis will extend the invitation.

c. BRLT Cross River Property – Mr. Chaousis has been communicating with Nick from the BRLT and would like to schedule a time for the two boards to meet and discuss. A meeting was scheduled for 6:00PM on 02/12/2014 before the regular Selectmen's meeting.

d. MDOT River Road ledge removal – a notice has been received from MDOT about this project.

e. Department Head reports – The Business office is still working on end of year stuff and dog registrations. Lien information will go to the attorney for review, and then the 45 day notices will be sent out. Public Works is busy working on equipment to get it back in shape. The CEO is busy with meetings; another Board of Appeals meeting is scheduled for next week. The Assessing department has nothing to report. Mr. Chaousis talked about the AV Proposal, he has met with the electrician and Channel 7 and thinks the project can be done for the \$10,000 that was earmarked and asked permission to go forward with the project. The Selectmen said to proceed.

8. Old Business:

a. BRAS Budget Committee Request/ BOD appointee - Steve Lewis recused himself from this discussion and reminded everyone he was not present during the interviews of candidates earlier this evening. Dale Harmon said the board interviewed both candidates earlier this evening and they are both good candidates. Steve Ham made a motion to appoint Nathaniel (Frosty) Leonard to the BRAS Budget Committee and Chuck Cunningham seconded the motion. Vote: 4-0 in favor.

b. Tax Increment Financing Development Plan – Mr. Chaousis presented the Selectmen with a spread sheet listing properties to put in the proposed TIF; some properties need to be trimmed of to make it the right amount. It was suggested to take off the entire town owned properties.

c. Policy on Administrative/Appointed Boards and Committees – Mr. Chaousis presented this to the Selectmen with changes made based on the conversation at the last meeting. There was a discussion about non-residents being on committees. Dale Harmon said he understood not being on standing committees but he could see the time when the Selectmen should have the option of appointing non-residents to ad hoc committees. Chuck Cunningham said he disagreed, if there was a regional concern, there would be a regional committee such as the recent St. Andrews Task Force. He thinks non-residents should be allowed to attend and have a say but not a vote. Steve Lewis said that maybe tax paying non-residents should be allowed on ad hoc committees and Chuck Cunningham said they should be the same as non-residents, allowed to attend and voice their opinions but not vote. Stuart Smith said in Edgecomb they have non-residents attend in an advisory capacity but are non-voting members. Dale Harmon said

he wanted Boothbay to be out front in making Boards Community friendly but he is Ok with leaving things the way they are as long as non-residents have a say. It was decided to leave the policy saying residents only on committees. Mr. Chaousis raised the question of employees being allowed on committees, they are not currently allowed. He talked about how with the Comprehensive Planning Committee it would have been nice to have a long term town employee on the committee. Chuck Cunningham said again they could serve as advisors and not have a vote. Steve Lewis said he wasn't opposed to employees being on committees as long as they meet all the other criteria although he does not want them on boards as he can see that could be a conflict. Chuck Cunningham suggested this be given to the Administrative Code review committee to make recommendations.

9. New Business:

a. Friends of Midcoast Maine Proposal – TIF education – Mr. Chaousis said he has talked with Jane LeFleur from Friends of Midcoast Maine and Nancy Smith from Grow Smart Maine and they have put together a proposal to provide education on TIF's. He said this could be a benefit as the information would not be coming from the government but it is not a free service. Steve Lewis said he feels if non-local people talk about this it could hurt the project. He feels the TIF will pass this time. Dale Harmon said he liked the idea but doesn't think the town could sell it to the people, having to spend more money on the project could make matters much worse.

b. Lincoln County ACO proposal – The Selectmen said no thanks, we already have an ACO.

10. FY 2015 Budget – Mr. Chaousis reviewed the list of requests from outside agencies:

Boothbay Region District Nursing requests \$9,948, which is less than given last year, Selectmen said to put this on the warrant.

American Legion Post 36 requests \$300, Selectmen said to put this on the warrant.

Midcoast Maine Community Action request was denied as they have not been funded by Boothbay in the past.

Boothbay Region Fire Works fund requests \$3,000, the same as last year, the Selectmen said to put this on the warrant.

Channel 7 requests \$20,000 the same amount as last year and the Selectmen said to put this on the warrant.

Boothbay Harbor Library request \$45,000 the same as last year – the Selectmen said they would like to talk with them.

Woodchucks requests \$600, there was no request last year but have funded in the past and Selectmen said to put this on the warrant.

Cemetery District requests \$15,000, slightly more than last year; the Selectmen said they would like to speak to them.

Spectrum Generations requests \$500, they have not been funded by Boothbay in the past so this request was denied.

Healthy Kids requests \$1,800. This has not been funded in the past, but Stuart Smith president of the organization was present and said they do not receive any Federal or State funds. He explained this is really the child abuse/neglect council on Lincoln County. The Selectmen said to put this request on the warrant.

Community Band request \$600 and the Selectmen said to put this on the warrant.

Boothbay Region Historical Society request \$2,000 the same amount as last year and the Selectmen said to put this on the warrant.

Boothbay Region Senior Citizens request \$1,000 the same amount as last year and the Selectmen said to put this on the warrant.

Lincoln County Dental requests \$1,500, they have not been funded by Boothbay in the past and the Selectmen denied the request.

Steve Lewis said that last year the town received a donation from Lincoln Health and they said there might a donation this year as well and asked Mr. Chaousis to call them and see if there would be a donation.

Mr. Chaousis next reviewed Department Budgets –

General Government does not have a lot of changes from last year, the Admin line is down 2.4% due to the pending changes in Health Insurance, the CEO budget is up slightly but not as much as last year, the whole budget is down about 4%. Steve Lewis asked what % increase was considered for raises and Mr. Chaousis said the average is 3%.

Public Works Budget – this is up 1.9%, there is an increase in tires, supplies and repairs/maintenance(5%) as well as snow removal (due to increase in salt) Mr. Chaousis said he feels the road crew is doing a good job. Mr. Chaousis said the road improvements line is flat funded. There will be an increase in fuel costs, about \$2,000. Steve Lewis said there was a surcharge to others using the depot and that was scheduled to go away and he asked about using it instead to build a canopy which would be a great benefit to those using the depot, especially the road crew during bad weather.

Fire Department – they will be asked to come to the next meeting to talk about their budget requests. Outside organizations as well as BRAS and BRRDD will be asked to come to the 02/26/2014 meeting to talk about their requests.

There was a brief discussion that the BRLT proposal should be voted on by secret ballot. There was a brief discussion about ballots, open town meeting voting and referendum voting.

11. Review Warrants and sign: Chuck Cunningham made a motion to review the warrants and sign them and Dale Harmon seconded the motion. Vote: 5-0 in favor.

12. Adjourn meeting: Chuck Cunningham made a motion to adjourn the meeting at 9:45PM and Dale Harmon seconded the motion. Vote: 5-0 in favor.

**TOWN OF BOOTHBAY BOARD OF APPEALS
NOTICE OF DECISION - VARIANCE**

Date: February 4, 2014

To: Mariner Tower II, LLC
c/o Jonathan Springer, Esq.
118 Maplewood Avenue, Suite C-1
Portsmouth, NH 03801

Dear Mr. Springer:

This is to inform you that the Board of Appeals (the "Board") has acted on Mariner Tower II's application for a use variance as follows:

A. Findings of Fact

1. Name of Applicant: Mariner Tower II, LLC, 22 Oakwood Drive, Kennebunkport, ME.
2. Name of Property Owner (if different from applicant): Patrick A. Farrin, 22 Farrins Drive, Boothbay, ME.
3. Location of property for which variance is requested (street/road address): 839 Ocean Point Road (Tax Map U5, Lot 20) in the Ocean Point neighborhood of Boothbay (hereinafter the "Property").
4. Zoning district in which property is located: Special Residential.
5. The applicant has demonstrated a legal interest in the subject property by providing a copy of a letter of authorization from the property owner, Mr. Farrin, and by representing to the Board that it has leased a portion of the Property from Mr. Farrin.
6. The applicant has proposed the following building, structure or activity on the subject property: The applicant proposes to use the Property to site a wireless telecommunications facility. The applicant has leased a 100' by 100' area on the Property, within which it proposes to construct a fenced compound that is 55' by 65' in area. Within the compound, the applicant proposes to erect a 120' in height "monopine" tower (single shaft, self-supporting tower without guy

wires) in order to host telecommunications antennas, and, at the base of the tower, within the fenced compound, an equipment shelter and accompanying equipment. The only utilities needed are power and telephone, which can be run from existing services off Ocean Point Road.

7. The applicant in turn has entered into a lease with AT&T by which AT&T will lease space at the top of the monopine tower in order to install AT&T antennas, as well as space within the compound for AT&T's proposed 12' by 20' equipment shelter and associated equipment.
8. Pursuant to the Town of Boothbay Zoning Ordinance, communications towers are conditional uses in the C1, C2 and C3 zoning districts, Planning Board review and approval uses in the Maritime Commercial zoning district, and permitted uses in the Industrial Park zoning district. Communications towers are a prohibited use in the Special Residential zoning district.
9. The applicant seeks a variance from the following Zoning Ordinance provision: Section 3.9.7.2.1, which provides that communications towers are prohibited uses in the Special Residential zoning district.
10. The applicant has requested an undue hardship variance pursuant to 30-A M.R.S.A. § 4353(4) and Section 5.6.1 of the Zoning Ordinance.
11. On October 7, 2013, the applicant filed its use variance application with the Board. On October 29, 2013, the Board met to consider the completeness of the application. At the conclusion of that meeting, the Board found the application to be incomplete and requested additional information from the applicant. On November 19, 2013, the Board met again to consider the completeness of the application. At the conclusion of that meeting, the Board found the application to be complete and scheduled a public hearing on the application for January 28, 2014. In addition, the Board requested that a peer review be conducted by IDK Communications on behalf of the Town but at the applicant's expense, which peer review report was to be completed prior to the public hearing.
12. On January 28, 2014, the Board conducted a public hearing on the application for a variance. Jonathan Springer, attorney for the applicant, made the bulk of the presentation on behalf of the applicant, and there were other representatives present on behalf of the applicant and AT&T. The Town's peer review engineer, Ivan Pagacik of IDK Communications, presented a summary of his written report and responded to questions from the Board and the audience.
13. Abutting property owners Danielle and Brad Betts of 30 Van Horn Road made a lengthy presentation to Board. The Betts' presentation demonstrated the

visual impact of the proposed tower on adjacent homes and the neighborhood and introduced the idea of "small cell" technology as an alternative/addition to the use of towers on the peninsula to address any perceived gaps in current wireless services.

14. Neighboring property owner Jean Reese-Gibson also made a presentation to the Board with numerous handouts. Among the points made in her presentation was the Town's desire to maintain the natural beauty of Ocean Point and the value to the Town of keeping it that way. She also indicated that wireless service currently exists quite adequately on the point (through Verizon) and that it is likely that any perceived gaps could likely be eliminated by looking at alternative site locations coupled with alternative technologies.

15. Other neighboring property owners made similar comments or asked questions about the proposal, including Larry Spaulding. Several letters were also received into the record by the Board.

16. The applicant presented evidence that there exist significant gaps in coverage for AT&T in the East Boothbay area, which was confirmed by the Town's peer review engineer. However with testimony that other wireless communications carriers such as Verizon already provide service in the area, and the fact that evidence presented by both the applicant and the Town's independent analyst confirmed that only one alternative site was evaluated and that no others have been identified or analyzed, the Board was unconvinced that the proposed tower was the only solution to the perceived coverage gap and that the denial of the requested variance would not be an "effective prohibition to the provision of personal wireless services".

17. The only alternative site examined by the applicant was on the property of Bigelow Laboratory for Ocean Sciences at 60 Bigelow Drive in East Boothbay at a height of 146' (and no other tower heights). See Exhibit F of the applicant's supplemental submission to the Board dated November 12, 2013. Opponents of the application presented evidence that a topographical crosscut of a neighboring property demonstrates that the proposed tower is in a low spot (97 feet above sea level), while the highest point on Ocean Point (112 feet above sea level) is only 400 feet away from the Property. One of the owners of this property, Larry Spaulding, testified that he and his wife had never been approached by anyone about the potential siting of a tower on their property, but that they might be willing to consider such a siting as a last resort. In addition to the Spaulding property, opponents of the application also mentioned Spy Glass Hill (off Farnham's Point Road) area as another height of land in the neighborhood that had not been investigated by the applicant. The applicant did not demonstrate that it had explored these alternatives sufficiently to convince the Board that a tower in another Ocean Point location (such as the Spaulding property or on Spy Glass Hill) or a tower at a taller height on the

Bigelow site could not provide coverage in the purported gap. The applicant failed to demonstrate that no other feasible sites exist other than the Property in order to provide coverage in the purported gap.

18. The record contains evidence of the availability of small cell technology and other towers in the area that are possibly available for co-location. It is unclear to the Board how feasible these alternatives are, but the applicant did not demonstrate that it had explored any of these alternatives site locations and technologies sufficiently to convince the

Board that small cell technology and co-location on other towers in the area could not provide coverage in the purported gap.

19. At the conclusion of the January 28, 2014 public hearing, the Board deliberated and discussed its findings of fact.

20. On February 4, 2014, the Board met again to adopt this notice of decision.

B. Conclusions of Law

Under the Boothbay Ordinance, the granting of a Variance by the Board of Appeals is governed by Section 5.6.1. and is limited by Section 5.6.7.2. Based upon the findings of facts and for the reasons that follow, the Board concludes that the applicant **has not** shown that strict application of the ordinance to the applicant and the Property would cause undue hardship.

1. With regard to Section 5.6.1(A) of the Zoning Ordinance, the communications tower use is prohibited by Section 3.9.7.2.1 of the Zoning Ordinance and this use in this location is inconsistent with the land use goals and objectives of Section 1.8 (including Sections 1.8.1 and 1.8.2) so this review standard is not met by the applicant. Vote: 5-0 in favor of this finding/conclusion.
2. With regard to Section 5.6.1(B) of the Zoning Ordinance, the proposed use will not meet other standards of the Zoning Ordinance, specifically 1.8.1 and 1.8.2.B.2.1 impact of the monopine tower on the Ocean Point neighborhood and so this review standard is not met by the applicant. Vote: 5-0 in favor of this finding/conclusion.
3. With regard to Section 5.6.1(C) of the Zoning Ordinance, this review standard relating to new subsurface wastewater disposal systems is not applicable to this application. Vote: 5-0 in favor of this finding/conclusion.
4. With regard to Section 5.6.1(D) of the Zoning Ordinance, this review standard is part of Section 5.6.1.1(A)-(D) of the Zoning Ordinance discussed

below.

5. With regard to Section 5.6.1.1(A) of the Zoning Ordinance, there was no evidence that the land in question cannot yield a reasonable return unless a variance is granted and so this review standard is not met by the applicant. Vote: 5-0 in favor of this finding/conclusion.
6. With regard to Section 5.6.1.1(B) of the Zoning Ordinance, the need for a variance is not due to the unique circumstances of the property but rather is due to the unique needs of the Applicant's proposed business use . Vote: 5-0 in favor of this finding/conclusion.
7. With regard to Section 5.6.1.1(C) of the Zoning Ordinance, the granting of a variance will alter the essential character of the locality and there are other feasible site and technology alternatives available and so this review standard is not met by the applicant. Vote: 5-0 in favor of this finding/conclusion.
8. With regard to Section 5.6.1.1(D) of the Zoning Ordinance, the hardship is solely the result of the proposed action to be taken by the applicant and so this review standard is not met by the applicant. Vote: 5-0 in favor of this finding/conclusion.

C. Decision

On the basis of the above Findings of Fact and Conclusions of Law, the Board of Appeals voted by vote of 5 in favor and 0 opposed to **deny** the application for variance.

D. Appeals

Parties aggrieved by this decision may appeal it to Superior Court within 45 days from the date of decision pursuant to 30-A M.R.S.A. §§ 2691 and 4353 and Rule 80B of the Maine Rules of Civil Procedure or as otherwise provided by law.

Date: _____ By: _____

By: _____

By: _____

SPRINGER LAW OFFICE, PLLC
Attorney At Law

118 Maplewood Avenue, Suite C-1
Portsmouth, NH 03801
Telephone: (603) 319-8741
Fax: (603) 319-8743
e-mail: jspringer@jspringerlaw.com

February 6, 2014

VIA FEDERAL EXPRESS

Board of Appeals
c/o Lori D. Colton, Code Enforcement Officer
Town of Boothbay
1011 Wiscasset Road
Boothbay, ME 04537

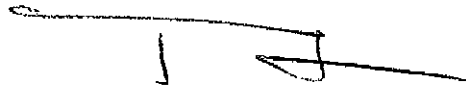
RE: *Request for Reconsideration*

Dear Lori:

Enclosed please find an original and seven copies of a Request for Reconsideration for submission to the Board of Appeals. Mary Costigan has authorized me to sign her name.

Thank you for your attention to this matter.

Sincerely,



Jonathan Springer, Esq.

JSS/sml
Enclosures

cc: Mariner Tower II, LLC
cc: AT&T
cc: Mary Costigan, Esq.

TOWN OF BOOTHBAY BOARD OF APPEALS

REQUEST FOR RECONSIDERATION

Pursuant to Section 5.4.8 of the Boothbay Zoning Ordinance, Mariner Tower II, LLC of 22 Oakwood Drive, Kennebunkport, Maine 04046 ("Mariner Tower") hereby submits this request for reconsideration of the Boothbay Board of Appeals ("the Board") decision taken at its January 28, 2014 public hearing, as set out in written decision dated February 4, 2014 (collectively, "the Decision"), which denied Mariner Tower's application for a variance from the provisions of the Zoning Ordinance of the Town of Boothbay ("the Ordinance") regarding the prohibition of Communication Towers in the Special Residential District, Section 3.9.7.2.1 of the Ordinance, as follows:

1. AT&T currently has a significant area of inadequate, unreliable coverage, which constitutes a significant gap in coverage, in the eastern part of Boothbay ("the Gap"). The existence, size and location of the Gap were clearly established by the radio frequency ("RF") materials submitted with the application and at the hearing, and were confirmed by the Town's independent RF expert, Ivan Pagacik of IDK Communications.

2. The Decision states that the Board was "unconvinced that the proposed tower was the only solution to the perceived coverage gap and that the denial of the requested variance would not be an 'effective prohibition to the provision of personal wireless services.'" Decision, at para. A(16). In reaching this finding, the Board relied expressly upon the fact that "other wireless communications carriers such as Verizon already provide service in the area... ." Decision, at para. A(16). As shown by the draft minutes, of the January 28 public hearing, during board deliberations the Board stated that "The applicant says there is a significant gap in

coverage. Services by other carriers exist there, there is only a gap for this provider [ie, AT&T]. The board by denying this application is not preventing services, just for this carrier by these means." Draft Minutes, at page 10.

2. The Board committed error and a violation of the Federal Telecommunications Act of 1996 ("the TCA"), 47 USC 332(c) (7). The TCA expressly provides that a local land use board shall not unreasonably discriminate among providers of functionally equivalent services and shall not prohibit or have the effect of prohibiting the provision of personal wireless services. This limitation, therefore, is actually divided into two elements. The first is that the ZBA may not unreasonably discriminate among carriers. The First Circuit (which has jurisdiction over Maine) has clearly rejected the position that "any service by any carrier means there can be no effective prohibition." Second Generation Properties, L.P. v. Town of Pelham, 313 F. 3d 620, 631 (1st Cir. 2002). In other words, a Board cannot deny an application by one carrier on the basis that another carrier already provides coverage to the "significant gap in coverage" area.

3. The Decision states that the "record contains evidence of the availability of small cell technology and other towers in the area that are possibly available for co-location. the applicant did not demonstrate that it had explored any of these alternative site locations and technologies." Decision, at para. 18.

4. The Board committed error on this point, as it is undisputed that there are no towers or other tall structures on which AT&T's antennas could be placed and which would provide RF coverage to the Gap. Regarding "other towers in the area" the evidence was undisputed that AT& T is already co-locating upon the water tank and the Time Warner tower

and that neither of those sites provide RF coverage to the Gap. No one identified any other tower or other tall structure which would provide RF coverage to the Gap.

5. Further, regarding small cell technology, a municipality cannot require, either by ordinance or by board decision, the use of other technologies, such as distributed antenna systems ("DAS") or small cell technology, see New York SMSA Ltd. Partnership v. Town of Clarkstown, 612 F.3d 97, 105 (2nd Cir. 2010), because the Federal Communication Commission ("FCC") has overriding jurisdiction and authority regarding the regulation of the technical and operational aspects of wireless telecommunications services. Even if the Board could dictate the type of technology to be used by AT&T – which it cannot – it is undisputed by the two RF engineers in this case that small cell technology will not is not appropriate in order to bring RF coverage to the Gap. At the January 28 public hearing the applicant submitted an exhibit entitled "AT&T East Boothbay Ocean Point Small Cell / Macro Analysis", which was prepared by AT&T's RF engineer, and which proves that the small cell technology is not appropriate or feasible for this location. Mr. Pagacik, at the hearing was asked about this technology and he "agreed with some of the points brought up by Mr. Springer, such as it would take too many DATs [ie, small cells] to replace 1 macro site [ie, the proposed tower.] That DATs steal capacity from somewhere else, they are good for small areas." Draft Minutes, at page 4.

6. The Decision states that, apart from the Bigelow Laboratory, 60 Bigelow Drive, the Applicant did not demonstrate it had explored alternative sites sufficiently. Decision, at para. A(17). The Board erred in inserting the need to demonstrate "no feasible alternatives" into its analysis of the third prong of the undue hardship test, i.e., whether the granting of the variance will alter the essential character of the locality. Decision at para. B(7). An analysis of feasible

alternatives is not a requirement for demonstrating that the Facility will not alter the essential character of the locality. Nevertheless, it is undisputed that all of the alternative sites raised by opponents at the January 28 public hearing will require a use variance from the Board. Thus, those alternative sites are not legally available without a variance, and the Board, based on its findings and rulings on the Gap, and alternative technology, would appear at this time to be unwilling to grant such a variance. It is for this reason that courts have relaxed the variance criteria when dealing with cell tower sites. See, Banks v. Maine RSA # 1, 721 A.2d 655, 658 (1998).

7. In addition, the Board of Appeals erred in denying the variance for the following reasons.

A. Section 5.6.1(a) states that the Board may grant a variance if the activity, development or use is not prohibited by the Ordinance and is consistent with the land use goals and objectives of Section 1.8. In this case, the proposed tower is not prohibited by the Ordinance, as it is permitted in a number of other districts in the Town. Further, the land use goals and objectives of Section 1.8 would be met as follows: the height of 120' is the minimum height necessary for adequate radio frequency coverage, and would provide limited visibility throughout the Town. Further, the Facility would bring radio frequency coverage to an area of Town that is currently underserved by AT&T. The facility is low impact in the sense that it does not create significant impacts regarding noise, traffic, parking, odors, lighting, hazardous waste or electrical or electronic interference "nuisance" impacts. Further, wireless services and data transmission are extremely popular, and continuing to grow in popularity, and a significant

portion of the population, including tourists, increasingly expect to have coverage in populated areas.

B. Section 5.6.1(B) allows a variance if the proposed development or use would meet the standards of the Ordinance except for the specific provision from which relief is sought. In this case, this standard is met as the Facility would meet all setbacks and dimensional requirements.

C. Section 5.6.1(D) of the Ordinance allows a variance to be granted only when strict application of this Ordinance to the Petitioner and the Petitioner's property would cause undue hardship. In turn, the term "undue hardship" means all of the following, pursuant to Section 5.6.1.1: (A) the land in question cannot yield a reasonable return unless a variance is granted; (B) the need for a variance is due to the unique circumstances of the property and not to general conditions in the neighborhood; (C) the granting of a variance will not alter the essential character of the locality; and (D) the hardship is not the result of action taken by the applicant or a prior owner.

In this case, subsection (A) is met because without the variance, the land cannot yield a reasonable return. The "reasonable return" test is met where strict application of the zoning ordinance would result in the practical loss of all beneficial use of the land. The land in question is a 100' x 100' parcel that is leased by Mariner Tower. The beneficial use of that leased land is the location of a communication tower that will fill the Gap. Thus, without a variance to allow a communications tower, the beneficial use of that parcel is lost, and thus the land cannot yield a reasonable return.

Subsection (B) is met because the need for the variance is due to the unique circumstances of the property, that is, the unique location within the Gap, topography and the property's relationship with other AT&T sites.


Subsection (C) is met because the Facility will not alter the essential character of the locality. The monopine is of relatively low height, and will have limited visual impact.

Section (D) is met because the hardship is not the result of action taken by the applicant or a prior owner. The hardship arises because of the lack of radio frequency coverage in the Gap, the unique characteristics of the property that make the property ideal for locating a communications tower to fill that Gap, and not by any action taken by the applicant or a prior owner.

For all of the foregoing reasons, the Applicant respectfully requests that the Board vote to reconsider the Decision and upon reconsideration, vote to approve the Applicant's Petition for Variance, and to grant such additional relief as may be just and appropriate.

Respectfully submitted,
Mariner Tower II, LLC

Dated: 2/6, 2014

By: 
Jonathan S. Springer, Esq.

Dated: 2/6, 2014

By: 
for Mary Costigan, Esq.

**PUBLIC NOTICE:
INFORMATIONAL MEETING**

Please take notice that PGC1, LLC and PGC 2, LLC, c/o Linda Carville, PO Box 6210, Cape Elizabeth, ME 04107-0010, is intending to file Amendments of the Site Location of Development Act permit application and a Natural Resources Protection Act permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S.A. §§ 420-D, 480, and 481 thru 490. The filing is anticipated to occur on or about February 7, 2014.

The Boothbay Harbor Country Club is located off of Route 27 and Country Club Road in Boothbay, Maine. The application is for redevelopment of the country club parcel located south of Country Club Road, east of Route 27 and west of the golf course, including redevelopment of former residential house lots, the Kenniston Hill Inn parcel, and the road known as Sequin Drive. The proposed development includes a new country club building (approximately 15,130 square feet in footprint), parking, access drives, stormwater management features, utilities and other accessory site infrastructure.

In support of this application, a public informational meeting will be held from 4:00 p.m. to 6:00 p.m. on Thursday, February 6, 2014. The meeting will be held at the Town Office of the Town of Boothbay, located at 1011 Wiscasset Road, Boothbay, Maine, 04537. The purpose of the meeting is for the applicant to seek public comment on the project.

Public Notice
Town of Boothbay.

The Boothbay Board of Selectmen will hold an on-site, public, Wharves & Weirs Hearing on Thursday, February 13, 2014 for the following:

4:18 p.m. **Joyce Richter**, Map U06 Lot 24, located at 22 Brewer Rd, Boothbay, ME to construct two new 12' x 20' floats to replace one 10'2" x 24'6" float at an existing pier and moving the support pilings which hold the floats in place, on the Little River.

The hearing will reconvene on February 26, 2014 at the Boothbay Board of Selectmen's meeting at 7:00 p.m. For any questions or concerns please call Harbor Master, Peter Ripley at 380-7283.

PLEASE NOTE:

In case of snow, the on-site hearing will be postponed until Friday, Feb. 14, 2014 at 4:52 p.m.

Abutter's notification February 3, 2014 regarding the February 13, 2014 on-site Wharves & Weirs Hearing and the February 26, 2014 Board of Selectmen's meeting.

U06-0024

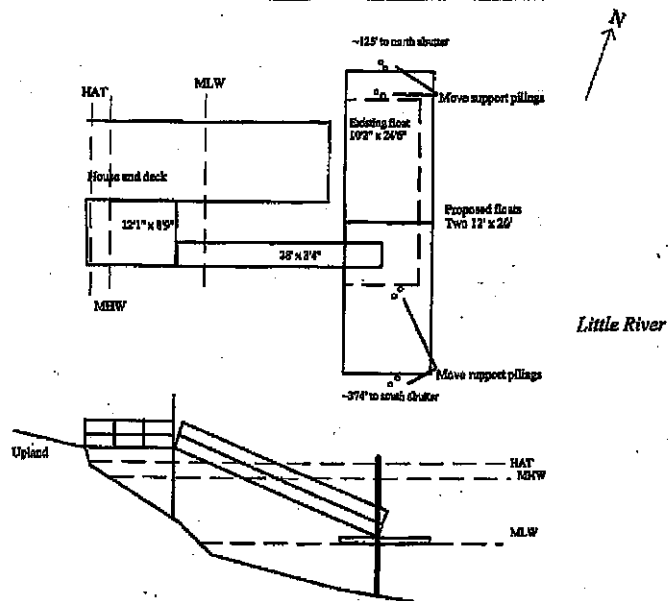
Joyce Richter
350 East 79th St, Apt 12A
New York, NY 10021

U06-0012-B

John Ogden
Susan Ripley Lord
PO Box 190
East Boothbay, ME 04544-0190

U06-0019

Spar Shed Properties LLC
9 Spar Shed Lane
East Boothbay, ME 04544



Attachment 5. OVERHEAD AND SIDE VIEW PLANS
Richter New Float Project, Brewer Rd., Boothbay, ME
Design by Fuller Marine Services
Drawn by Stockwell Environmental Consulting, Inc.

Lauren Stockwell
Stockwell Environmental Consulting Inc.
58 Hendricks Hill Road
Southport, ME 04576



Attachment 3. Richter Float Project, Brewer Lane,
Boothbay, Maine
Quad: PEMAQUID POINT, Date: 11/03/13
Scale: 1 inch = 2,000 ft.
Location: 19 0452713 E: 4853526 N.
Date: 11/03/2013

**TOWN OF BOOTHBAY
DEVELOPMENT PROGRAM
MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT #3
(BOOTHBAY COMMERCIAL DEVELOPMENT DISTRICT)**

May 5, 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 COMMERCIAL DEVELOPMENT DISTRICT): STATUTORY REQUIREMENTS & THRESHOLDS

A. ACRE LIMITATION		
1. Total Acreage of Municipality		13,614 acres
2. Total Acreage of Proposed Municipal TIF District		261.36 acres
3. Total Pine Tree Zone acres contained in the Proposed Municipal TIF District		0
4. Total Downtown acres contained in the Proposed Municipal TIF District		0
5. Total Transit 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)		261.36 acres
7. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A6 by A1		1.92%
8. Total acreage of all existing and proposed municipal TIF Districts in the municipality. Add A2 to sum of all existing TIF district acreage.		268.33 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.		268.33 acres
13. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A12 by A1.		1.972%
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)	261.36	100%
TOTAL	261.36	100%
B. VALUATION LIMITATION		
1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1st</i>		\$955,300,000
2. Original Assessed Value (OAV) of Municipal TIF District. <i>Use March 31st of tax year proceeding date of municipal designation</i>		\$14,652,200
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. Add b2 to sum of all existing TIF district OAVs.		\$17,021,800
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		\$17,021,800
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) Divide B7 by B1		1.78%

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, and 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 Town Meeting, the following guidelines in order to be eligible for consideration for approval by the Town Meeting 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 Town Meeting. 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 Town Meeting 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 31st 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 will incur indebtedness. No such indebtedness is authorized by this development program, although the Town Meeting that authorizes this Development Program may authorize, by separate warrant article in the future, 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, in its sole discretion but following a public hearing, 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, with such changes thereto as determined appropriate by the a Town Meeting in its discretion following public hearing. 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 31st 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

Map/Lot	Acreage	Original Assessed Value
R04-001-A	0.5	120,200
R06-003-001	2.6	842,700
R06-003-002	0.91	118,700
R06-003-002A	0.98	118,100
R06-003-005	3.4	518,000
R06-003-006	1.26	527,900
R06-003-007	1.69	314,100
R06-003-008	2.18	31,200
R06-003-009	1	348,700
R06-003-010	1.72	38,800
R06-003-011	0.99	27,600
R06-003-012B	1.31	281,500
R06-003-013	1.79	145,100
R06-003-013A	1.79	349,700
R06-003-014	5.67	41,000
R06-003-015	6.23	42,500
R06-004	6.5	43,300
R06-012-A	3	212,600
R07-002-A	6	49,400
R07-002-B	147.86	2,814,000
R07-002-D01	1.09	140,700
R07-002-D02	1.07	140,400
R07-002-D03	1.02	139,700
R07-002-D04	1.04	140,000
R07-002-D05	1.16	141,600
R07-002-D06	1.2	213,300
R07-002-D07	1.18	141,900
R07-002-D08	1.18	141,900
R07-002-D09	1.02	139,700
R07-002-D10	1.06	140,200

R07-002-D11	1.03	139,800
R07-002-E13	1.06	140,200
R07-002-E14	1.05	140,100
R07-002-E15	1.05	140,100
R07-002-E16	1.06	140,200
R07-002-E17	1.42	545,100
R07-002-E18	1.45	145,700
R07-003	0.25	25,200
R07-004	1.62	78,000
R07-004-A12	1.32	143,900
R07-004-A19	1.08	140,500
R07-004-A20	1.17	141,800
R07-059	17.77	12,400
U18-017	2.38	449,800
U18-017-A	0.9	68,400
U18-018	0.5	184,000
U18-019	0.33	206,200
U18-020	0.25	371,700
U18-021	1	267,900
U18-022	0.5	152,000
U18-023	4.13	240,100
U18-023-A	0.62	252,500
U18-024	0.62	196,400
U18-026	0.14	136,100
U18-027	0.2	209,400
U18-028	0.24	146,000
U18-029	1.62	61,500
U18-030	0.7	62,900
U18-030-A	3.2	536,000
U18-030-B	1.25	260,900
R07-004-A21	1.47	146,000
R06-0006	0.34	195,900
R06-0006-A	1.24	111,000
Totals	261.36	14,652,200

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:

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 Town Meeting 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 1st 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 on May 5, 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 May 5, 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 pledge 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 Pledgees. 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 #3 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: $\frac{\text{Current Factor}}{\text{Adjusted Factor}} = 1.X$

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 , March 26, 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, following public hearing, 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.

THOMAS A. BERRY, P.A.
ATTORNEY AT LAW

23 OAK STREET

P.O. BOX 671

BOOTHBAY HARBOR, MAINE 04538-0671

THOMAS A. BERRY, ESQ.

email: tom@berrylaw.net

TEL. 207-633-4116

FAX 207-633-2346

Liisa V. Hamilton, J.D.
Real Estate Paralegal

Valery L. Curtis
Certified Paralegal
Dedimus Justice

January 31, 2014

Tracey Hodgdon-Hyson
Town of Boothbay
P.O. Box 106
Boothbay, ME 04537

Re: Butler Road, Map R-7, Lots 110, 110-2 & 110-3
Accts #2738, 3799 & 3800

Dear Tracey:

As we discussed, the tax lien on property formerly of Kenneth and Lily Dobson dated July 15, 1987, recorded in the Lincoln County Registry of Deeds in Book 1406, Page 251, remains undischarged. The lien originally attached to a four-acre parcel, which has since been subdivided in to three lots, referenced above.

I have enclosed quitclaim deeds for each of the three lots. Please have the selectmen sign them at your earliest convenience. The Chairman should also sign each transfer tax declaration at the bottom as "Grantor". Give me a call when they're ready and I will pick them up.

Thanks!

Sincerely,

THOMAS A. BERRY, P.A.



Liisa V. Hamilton
Paralegal
Encs.

MUNICIPAL QUITCLAIM DEED

THE INHABITANTS OF THE TOWN OF BOOTHBAY, a body corporate, of Boothbay, Lincoln County, Maine, for consideration paid, release to **MICHAEL R. GUDROE and SARAH K. GUDROE**, whose mailing address is PO Box 514, Boothbay Harbor, ME 04538, a certain lot or parcel of land, with any buildings and improvements thereon, situated in Boothbay, Lincoln County, Maine, being bounded and described as follows:

Lot #1 as shown on a plan entitled, "Haggett Hill Subdivision, Butler Road, Boothbay, Maine", by Leighton & Associates, dated Feb. 27, 2006, recorded in Plan Book 90, Page 17, Lincoln County Registry of Deeds.

BEING the same premises described in a deed recorded in said Registry in Book 3964, Page 237; and being Lot 110 on Boothbay Tax Map R-7, prepared by SGC Engineering, LLC, Westbrook, Maine, and on file at the Boothbay Town Office, 1011 Wiscasset Road, Boothbay, ME 04537.

THE PURPOSE OF THIS DEED is to release any and all interest the Town of Boothbay may have in said property by virtue of a tax lien against real estate formerly of Kenneth F. Dobson, Sr., and Lily A. Dobson, which lien was acknowledged on July 15, 1987, and recorded in the Lincoln County Registry of Deeds in **Book 1406, Page 251**.

The Inhabitants of the Town of Boothbay have caused this instrument to be signed in its corporate name this _____ day of _____, 2014, by the following:

Witness

Steven C. Lewis, Chairman
Board of Selectmen

Witness

Dale Harmon, Vice Chairman
Board of Selectmn

Witness

Charles R. Cunningham, Selectman

Witness

Stephen W. Ham, Selectman

Witness

Douglas W. Burnham, Selectman

STATE OF MAINE
LINCOLN, ss.

Dated: _____, 2014

Personally appeared before me the above named STEVEN C. LEWIS, Chairman of the Board of Selectmen of the Town of Boothbay, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Municipality.

Before me,

Notary public
Printed name:
My commission expires:



00

12RETTD

RETTD**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

LINCOLN

2. Municipality/Township

BOOTHBAY

**3. GRANTEE/
PURCHASER**

3a) Name LAST or BUSINESS, FIRST, MI

GUDROE, MICHAEL R.

3c) Name, LAST or BUSINESS, FIRST, MI

GUDROE, SARAH K.

3e) Mailing Address

PO BOX 514

3f) City

BOOTHBAY HARBOR

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State

ME

3h) Zip Code

04538

**4. GRANTOR/
SELLER**

4a) Name, LAST or BUSINESS, FIRST, MI

BOOTHBAY, TOWN OF

4c) Name, LAST or BUSINESS, FIRST, MI

4e) Mailing Address

PO BOX 106

4f) City

BOOTHBAY

4b) SSN or Federal ID

4d) SSN or Federal ID

4g) State

ME

4h) Zip Code

04537

5. PROPERTY

5a) Map

R-7

Block

Lot

110

Sub-Lot

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)—»

Check any that apply:

☐ No tax maps exist☐ Multiple parcels☐ Portion of parcel

5d) Acreage

5c) Physical Location

42 BUTLER ROAD

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

0.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

0.00

6c) Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

Release of tax lien

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Waterfront a substantial financial penalty could be triggered by development, subdivision, partition or change in use.☐ CLASSIFIED**9. SPECIAL CIRCUMSTANCES**—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:**10. INCOME TAX WITHHELD**—Buyer(s) not required to withhold Maine income tax because:☐ Seller has qualified as a Maine resident☐ A waiver has been received from the State Tax Assessor☒ Consideration for the property is less than \$50,000☐ Foreclosure Sale**11. OATH**

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____

Grantor _____

Date _____

Grantee _____ Date _____

Grantor _____

Date _____

12. PREPARER

Name of Preparer

THOMAS A. BERRY, P.A.

Phone Number 207-633-4116

Mailing Address

PO Box 671, Boothbay Harbor, ME 04538

E-Mail Address llisa@berrylaw.net

Fax Number _____

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>

MUNICIPAL QUITCLAIM DEED

THE INHABITANTS OF THE TOWN OF BOOTHBAY, a body corporate, of Boothbay, Lincoln County, Maine, for consideration paid, release to **GUY F. PEASLEE**, whose mailing address is 65 Townline Road, Boothbay, ME 04537, a certain lot or parcel of land, with any buildings and improvements thereon, situated in Boothbay, Lincoln County, Maine, being bounded and described as follows:

Lot #2 as shown on a plan entitled, "Haggett Hill Subdivision, Butler Road, Boothbay, Maine", by Leighton & Associates, dated Feb. 27, 2006, recorded in Plan Book 90, Page 17, Lincoln County Registry of Deeds.

BEING the remaining portion of the premises described in a deed recorded in said Registry in Book 3362, Page 82; and being Lot 110-2 on Boothbay Tax Map R-7, prepared by SGC Engineering, LLC, Westbrook, Maine, and on file at the Boothbay Town Office, 1011 Wiscasset Road, Boothbay, ME 04537.

THE PURPOSE OF THIS DEED is to release any and all interest the Town of Boothbay may have in said property by virtue of a tax lien against real estate formerly of Kenneth F. Dobson, Sr., and Lily A. Dobson, which lien was acknowledged on July 15, 1987, and recorded in the Lincoln County Registry of Deeds in **Book 1406, Page 251**.

The Inhabitants of the Town of Boothbay have caused this instrument to be signed in its corporate name this _____ day of _____, 2014, by the following:

Witness

Steven C. Lewis, Chairman
Board of Selectmen

Witness

Dale Harmon, Vice Chairman
Board of Selectmn

Witness

Charles R. Cunningham, Selectman

Witness

Stephen W. Ham, Selectman

Witness

Douglas W. Burnham, Selectman

STATE OF MAINE
LINCOLN, ss.

Dated: _____, 2014

Personally appeared before me the above named STEVEN C. LEWIS, Chairman of the Board of Selectmen of the Town of Boothbay, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Municipality.

Before me,

Notary public
Printed name:
My commission expires:



12RETTD

RETTD**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

LINCOLN

2. Municipality/Township

BOOTHBAY

**3. GRANTEE/
PURCHASER**

3a) Name LAST or BUSINESS, FIRST, MI

PEASLEE, GUY F.

3c) Name LAST or BUSINESS, FIRST, MI

3b) SSN or Federal ID

3d) SSN or Federal ID

3e) Mailing Address

65 TOWNLINE ROAD

3f) City

BOOTHBAY

3g) State

ME

3h) Zip Code

04537

**4. GRANTOR/
SELLER**

4a) Name LAST or BUSINESS, FIRST, MI

BOOTHBAY, TOWN OF

4c) Name LAST or BUSINESS, FIRST, MI

4b) SSN or Federal ID

4d) SSN or Federal ID

4e) Mailing Address

PO BOX 106

4f) City

BOOTHBAY

4g) State

ME

4h) Zip Code

04537

5. PROPERTY

5a) Map

R-7

Block

Lot

110

Sub-Lot

2

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)→

Check any that apply:

☐ No tax maps exist☐ Multiple parcels☐ Portion of parcel

5d) Acreage

5c) Physical Location

BUTLER ROAD

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

0.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

0.00

6c) Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

Release of tax lien

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH

DAY

YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.☐ CLASSIFIED**9. SPECIAL CIRCUMSTANCES**—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:**10. INCOME TAX WITHHELD**—Buyer(s) not required to withhold Maine income tax because:☐ Seller has qualified as a Maine resident☐ A waiver has been received from the State Tax Assessor☒ Consideration for the property is less than \$50,000☐ Foreclosure Sale**11. OATH**

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____

Grantor _____ Date _____

Grantee _____ Date _____

Grantor _____ Date _____

12. PREPARER

Name of Preparer THOMAS A. BERRY, P.A.

Phone Number 207-633-4116

Mailing Address PO Box 671, Boothbay Harbor, ME 04538

E-Mail Address liisa@berrylaw.net

Fax Number _____

<http://www.maine.gov/revenue/propertytax/transferfax/transferfax.htm>

MUNICIPAL QUITCLAIM DEED

THE INHABITANTS OF THE TOWN OF BOOTHBAY, a body corporate, of Boothbay, Lincoln County, Maine, for consideration paid, release to **SHERYL A. FRYDRYCH**, whose mailing address is PO Box 666, Boothbay, ME 04537, a certain lot or parcel of land, with any buildings and improvements thereon, situated in Boothbay, Lincoln County, Maine, being bounded and described as follows:

Lot #3 as shown on a plan entitled, "Haggett Hill Subdivision, Butler Road, Boothbay, Maine", by Leighton & Associates, dated Feb. 27, 2006, recorded in Plan Book 90, Page 17, Lincoln County Registry of Deeds.

BEING the same premises described in a deed recorded in said Registry in Book 4660, Page 178; and being Lot 110-3 on Boothbay Tax Map R-7, prepared by SGC Engineering, LLC, Westbrook, Maine, and on file at the Boothbay Town Office, 1011 Wiscasset Road, Boothbay, ME 04537.

THE PURPOSE OF THIS DEED is to release any and all interest the Town of Boothbay may have in said property by virtue of a tax lien against real estate formerly of Kenneth F. Dobson, Sr., and Lily A. Dobson, which lien was acknowledged on July 15, 1987, and recorded in the Lincoln County Registry of Deeds in **Book 1406, Page 251**.

The Inhabitants of the Town of Boothbay have caused this instrument to be signed in its corporate name this _____ day of _____, 2014, by the following:

Witness

Steven C. Lewis, Chairman
Board of Selectmen

Witness

Dale Harmon, Vice Chairman
Board of Selectmn

Witness

Charles R. Cunningham, Selectman

Witness

Stephen W. Ham, Selectman

Witness

Douglas W. Burnham, Selectman

STATE OF MAINE
LINCOLN, ss.

Dated: _____, 2014

Personally appeared before me the above named STEVEN C. LEWIS, Chairman of the Board of Selectmen of the Town of Boothbay, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Municipality.

Before me,

Notary public

Printed name:

My commission expires:



12RETTD

RETTD

00

**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

LINCOLN

2. Municipality/Township

BOOTHBAY

**3. GRANTEE/
PURCHASER**

3a) Name LAST or BUSINESS, FIRST, MI

FRYDRYCH, SHERYL A.

3c) Name, LAST or BUSINESS, FIRST, MI

3e) Mailing Address

PO BOX 666

3f) City

BOOTHBAY

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State

ME

3h) Zip Code

04537

**4. GRANTOR/
SELLER**

4a) Name, LAST or BUSINESS, FIRST, MI

BOOTHBAY, TOWN OF

4c) Name, LAST or BUSINESS, FIRST, MI

4e) Mailing Address

PO BOX 106

4f) City

BOOTHBAY

4b) SSN or Federal ID

4d) SSN or Federal ID

4g) State

ME

4h) Zip Code

04537

5. PROPERTY

5a) Map

R-7

Block

Lot

110

Sub-lot

3

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)→

Check any that apply:

☐ No tax maps exist☐ Multiple parcels☐ Portion of parcel

5d) Acreage

5c) Physical Location

BUTLER ROAD

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

0.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

0.00

6c) Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

Release of tax lien

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH

DAY

YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.☐ CLASSIFIED**9. SPECIAL CIRCUMSTANCES**—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:**10. INCOME TAX WITHHELD**—Buyer(s) not required to withhold Maine income tax because:☐ Seller has qualified as a Maine resident☐ A waiver has been received from the State Tax Assessor☒ Consideration for the property is less than \$50,000☐ Foreclosure Sale**11. OATH**

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____

Grantor _____ Date _____

Grantee _____ Date _____

Grantor _____ Date _____

12. PREPARER

Name of Preparer THOMAS A. BERRY, P.A.

Phone Number 207-633-4116

Mailing Address PO Box 671, Boothbay Harbor, ME 04538

E-Mail Address liisa@berrylaw.net

Fax Number _____

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>