

A G E N D A
CUMBERLAND TOWN COUNCIL MEETING
Town Council Chambers, 290 Tuttle Road
Monday, February 28, 2005

6:00 p.m. – EXECUTIVE SESSION pursuant to 1 MRSA, Subsection 405(6)(c) to discuss Economic Development Opportunities along the Route One Corridor.

7:00 p.m. – Call to Order

I. APPROVAL OF MINUTES:

January 24, 2005 & February 14, 2005

II. MANAGER'S REPORT:

Greely Middle School presentation re: Recycling

III. PUBLIC DISCUSSION

IV. LEGISLATION AND POLICY

05 – 023. To hold public hearing to consider and act on an Off-Premise Retailer with Malt & Wine license and a Victualer's license for Basil Provisions, 137 Main Street.

05 – 024. To hold a public hearing to consider and act on a Victualer's license for Mary-Ellen Perry.

05 – 025. To hold a public hearing re: Pay As You Throw Program.

05 – 026. To hold a public hearing to consider and act on amendments to the Subdivision and Site Plan Submission Policies and Procedures.

05 – 027. To hold a public hearing re: license agreements with Mr. Neil Vining to make public improvements to Range Way between Harris Road and Longwoods Road.

05 – 028. To set a public hearing date to consider and act on a TIF application for property in the Route One Corridor.

05 – 029. To appoint the Registrar of Voters for the Town of Cumberland pursuant to MRSA, Title 21A, Section 161.

V. NEW BUSINESS

VI. ADJOURNMENT

MEMBERS OF THE TOWN COUNCIL

William Stiles, Chair	829-6679	wstiles@maine.rr.com	Donna Damon	846-5140	publicservant1@aol.com
Mark Kuntz	829-8127	mkuntz1@maine.rr.com	Harland Storey	829-3939	cstorey@zwi.net
Michael Savasuk	781-3061	mxslaw@maine.rr.com	Jeffrey Porter	829-4129	mesit5@maine.rr.com
Stephen Moriarty	829-5095	smoriarty@nhdlaw.com		web:	www.cumberlandmaine.com

MINUTES
TOWN COUNCIL MEETING
Chebeague Island Community Hall
January 24, 2005

7:00 p.m. – Call to Order

Present – Chairman Stiles, Councilors Damon, Storey, Moriarty and Porter.

Excused – Councilor Kuntz and Savasuk.

I. APPROVAL OF MINUTES

January 10, 2005

Motion by Councilor Porter, seconded by Councilor Storey to approve the minutes as presented, with one correction. The reference to Val Halla under item two should read 1997 rather than 1987.

VOTE: UNANIMOUS PASSAGE

II. MANAGER'S REPORT

The Town Manager deferred to Councilor Damon who reported the Chebeague Library has received a \$3,000 grant for the heating system in the Chebeague Island Community Hall. The repairs should begin soon. The Manager announced that Dick Bradbury will be present at the March 14, 2005 council meeting to discuss brown tail moths. Mr. Bradbury continues to recommend no aerial spray. Fire Engine 5 slid off road and sustained damage to engine. Engine 5 will need to be put out of commission for a period of two to four weeks.

III. PUBLIC DISCUSSION

None.

IV. LEGISLATION AND POLICY

05 – 010. To consider and act on a Consent Agreement with James G. and Alison V. Brown regarding a sideline setback violation at 7 Surrey Lane, Map U05 – A11.

The Manager explained the issue began in 1974 when the owners at the time were granted a building permit for a garage and issued an occupancy permit. The paperwork was issued and the requirements met. However, thirty years later, while selling the property, the current owners have learned they are in violation of the setback requirements. The Manager explained that the Code Enforcement Officer may issue a Consent Agreement, and charge a fee for same, which will be recorded in the registry and is tied to the property. In essence, the violation stays intact, but the town agrees it will take no adverse action. He recommended a \$500 fee to cover the town's legal costs.

Motion by Councilor Porter to approve the Consent Agreement with James G. and Alison V. Brown, and set a fee of \$500, and seconded by Councilor Storey.

VOTE: UNANIMOUS PASSAGE

05 – 011. To consider and act on the Chebeague Island Off-Premise and Class IA Hotel Liquor licenses.

Attorney Bill Welch, on behalf of Martha Dumont, explained the council has two license requests before them; a renewal of the license issued last year. However, the license category is being changed from a Restaurant/Lounge license to a Restaurant/Hotel license. The guest rooms were not fully ready when the Inn opened for the season last year, necessitating the Restaurant/Lounge category. The hotel will be ready this season, so the Inn has requested a Hotel License instead. The second application requests an Off-Premise Liquor License in order to sell goods from the lower area of the Inn for take-out purposes. Again, this license was requested last year, but never issued.

Motion by Councilor Porter, seconded by Councilor Moriarty to issue an Off-Premise Retail License.

VOTE: UNANIMOUS PASSAGE

Motion by Councilor Porter, seconded by Councilor Moriarty to approve a Class 1A/Hotel Liquor License.

VOTE: UNANIMOUS PASSAGE

05 – 012. To consider and act on the addition of Article 18, Golf Cart Use on Chebeague Island, to the Cumberland Traffic Ordinance.

The Town Manager introduced the item as a recommendation from the Police Chief. There has been golf cart usage on Chebeague Island and the Chief has noted that an ordinance should be in place to permit and regulate such use. The Chief prepared ordinance language and asked for review by the Islands Committee. Upon review, the Islands Committee did not support the language as proposed.

Beth Howe indicated “a lot of issues” were raised during the review. “In the end we decided maybe it wasn’t a good idea.” The committee considered that the golf carts may create “another kind of conflict on our roads. We already have a lot of bicycles; this may encourage people to get golf carts. We drive like we drive on the mainland, in a residential area.” With taxis and services for delivering freight, “It just does not seem as though there’s a strong necessity for these.” The committee asked for a definition of a golf cart. Do they differ from an atv or electric car? If adopted, the committee suggests there be no more people than seats, the cars have rear view mirrors, seat belts, child restraints and a built in horn.

When asked by Councilor Porter for the “genesis” of the ordinance language, Officer Rich Brewer indicated that golf cart usage continues to increase on the island. “If they’re going to be on the island we need to regulate them and if we’re not, we need to

prohibit them.” He responded that atv’s and golf carts “are two separate animals. ATV’s are not and will never be allowed on public roads. Electric cars meet all of the DOT safety requirements governed by the federal law. The state allows them in Maine where the public speed limit does not exceed 25 mph.”

Mr. Houghton, believes that “people who need to use it medically should be able to. Mr. David Hill respects the Islands Committee’s view but “those of us who use it and don’t go near the golf course would find it lacking if we were not able to use it.” Mr. Tom Calder, who drives the island school bus and operates an oil and dump truck, says the golf carts “are a hard vehicle to pass. They’re a bit of a hazard.” Officer Brewer replied that there was a single incident last year, but “other than that, the operators are not operating recklessly.” Mr. John Ash suggested “I don’t view a slow moving vehicle any differently than a person walking” and agreed that the carts make economical sense “and parking wise they make terrific sense.”

When questioned by Councilor Porter how compliance with seatbelts would be monitored, Officer Brewer stated “you can’t enforce the seat belt law because they are not equipped with seatbelts.” Councilor Moriarty shared the standard use of golf carts on several area islands, including Long Island. “They’re quiet, quick. I can’t imagine why you wouldn’t want to try it as an alternative to the car. It’s a nice option and worthy of attempting under these regulations.” Councilor Damon expressed concern with the timing of cutting /mowing the sides of the roads. Councilor Storey believes the carts “come in handy” for the elderly or those with handicaps. “It’s awful easy for an elderly to get in and out of it. And, you can put three of them at the Stone Pier where you can put one car.” The council requested Officer Brewer to bring problems forward so the ordinance may be revisited if necessary.

Motion by Councilor Porter, seconded by Councilor Storey to approve the addition of Article 18, with the removal of the last sentence in paragraph two.

VOTE:UNANIMOUS PASSAGE

ARTICLE 18. GOLF CART USE ON CHEBEAGUE ISLAND

The operation of golf carts shall be permitted on the roads of Chebeague Island if in compliance with the following requirements:

- (1) The operator of a golf cart must possess a valid drivers license in any class.
- (2) Such golf carts shall be operated only in daylight, not earlier than one-half hour before sunrise and not later than one-half hour after sunset, ~~unless equipped with and utilizing suitable headlights and taillights as determined by Title 29A, Section 1904-5-A and Section 1905-1.~~
- (3) Such carts shall keep to the extreme right of the roadway, shall not exceed a speed of ten (10) miles per hour; and shall obey all traffic laws applicable to motor vehicles.
- (4) Each golf cart shall be equipped with an auditory warning device, a visual safety flag on a whip antenna of at least six (6) feet in height; slow vehicle markings; and display a town issued sticker on the cart showing annual registration with the Town of Cumberland.

05 – 013. To hold public hearing re: Regional Dispatch Services.

The Manager explained the towns of Cumberland and Yarmouth are looking to combine dispatch centers. Each community now staffs our dispatch centers with a dispatcher 24 hours a day. Therefore, each community has four dispatchers. By combining, “we would have two dispatchers on between the two communities. Two people handling multiple events are more efficient than one. Both of us are approaching the need for additional dispatch staff and now’s the time to look at combining. The savings is not a lot, but within five years, both towns would have grown to five each, so there are significant avoided costs. We are looking at the need for \$100,000 in upgrades to our center and Yarmouth has upgraded their center already. “The Manager explained this item will be before the council again in late March

No public comments received.

05 – 014. To consider and act on the addition of Section 7, Hours of Use, Chandlers Cove Property, Chebeague Island, to Cumberland’s Ordinance Relating to Roads and Town-Owned Property.

The Town Manager explained this item also came from the Police Chief who has requested hours be established for the use of Chandlers Cove property, as a result of “some different incidents over the course of the summer.” The Chief’s recommendation would restrict the use of the property to daytime use consistent with what we do at Twin Brook on the mainland. Currently, the property has no use policies, therefore, there are no restrictions.

During the public hearing, several residents spoke against the proposal. Bruce Bowman asked whether any restrictions would “go against the covenant and deed”. Jessie Russo stated “people have been going to Chandlers for 30 years, and it’s changed quite a bit since Rich became the public safety officer. If we don’t have a place to go, we’ll be traveling to other islands.” Mr. Ted Houghton also spoke to the patrols by Officer Brewer and suggested “a gate is not going to be any good without a police officer on duty.” Ms. Pam Pulsifer expressed concern for her continued use of horse-back riding. “It’s hard for me to be penalized for bringing my horse down there. I think it needs to be separated.” Ms. Deb Bowman appreciates walking the beach every day, and stated “I want to be able to go there when I want to go there.” Ms. Louise Doughty believes there will be “a lot more problems if you close it than if you leave it open.”

Speaking in concern for the property at the cove, Councilor Damon expressed “the land is being rutted. There’s fire pits with glass and bottles. It’s a mess down there and the property needs a chance to rest.” Ms. Mabel Doughty agreed, stating “It’s a dreadful thing that’s happening in those woods. Ms. Leila Bisharat expressed concern that “if Chandler’s is closed, the fires will move elsewhere, and Parker’s Woods will be a prime target.” If so, she and her husband “will be forced to post the property.” Bev Johnson stated “I have the feeling we’re going to have something taken away from us, but I’m also scared to death about what goes on down there.” Mr. John Martin suggested that “this property should meet the same standards as Twin Brook.”

Councilor Damon shared that the recreation center is open six nights a week. A serious issue for Councilor Damon is the town's liability with the knowledge that public drinking is occurring. "You can't drink in public in Maine and that's a public place." Councilor Porter concurred, reiterating "we do not allow public drinking at Twin Brook. For us to look the other way and say that's the way it's always been done is not right." Chairman Stiles concurred. "We have obligations to protect the public."

Officer Brewer explained during the "last couple of years I've been trying to police an unpolicable situation." He desires to be "both sensitive to the user and protect the town's liability;" however, he concurs with Ms. Doughty, "It's a trash heap down there. People have given up complaining because they're afraid of retaliation. Others won't take their kids there on a Saturday or Sunday morning." He shared of four instances where the fire department has been called to the site the day after a bonfire and "it's still smoldering with hot ashes." He expressed, "there needs to be a way for legitimate uses" stating his willingness to work "with those that want to use it for its intended purposes."

Councilor Moriarty responded that the standards "do not have to be like Twin Brook. There was a promise made for no night time use in respect to the abutters of Twin Brook." However, like Twin Brook, Councilor Moriarty recommended the creation of an advisory committee specifically for Chandlers Cove Beach, and suggested the committee work this winter to recommend a comprehensive policy to address fires, vehicle, alcohol, hours and a host of other issues. Councilor Moriarty encouraged residents, including those attending the meeting, consider applying to serve on the committee. A sign-up sheet was created. Councilor Damon supported the idea, stating that she had requested the Islands Committee look at this "and some were not interested in making recommendations" because of fear of retribution. She would like a "good cross section of this community."

Officer Brewer supported the concept of committee review, but declared "there is no drinking on public property...it's out of the hands of any committee. There's also an ordinance regarding fires on town-owned property. There's discretion built into this ordinance. By no means is it meant to restrict the proper use. The community can rest assured they're not going to be asked to leave if it's used properly. But, certain aspects do fall way outside the scope of any committee."

Councilor Porter suggested the council authorize "something right now that is broad and at the same time allow the committee to flush out the details." The councilor reiterated Officer Brewer's remarks regarding enforcement of existing laws to prohibit public drinking and bonfires. The Town Manager recommended delegating issuance of fire permits to the deputy chief in order to control "what's being left after the fires." Councilor Damon responded that "part of the problem is that people have been able to get a permit. I am opposed to continuing fires but I am ok with cooking hot dogs on the beach below high water."

Councilor Porter moved, seconded by Councilor Moriarty, to approve the Police Chief's recommendation to add Section 7, An Ordinance Relating To Roads and Town-Owned Property regarding the Hours of Use of Chandlers

Cove Property and to add language which clarifies that the cove shall be opened for use by the general public from sunrise to 10 pm throughout the year; the Park shall be closed to public use from 10 pm to sunrise each day except for special events authorized by the Town Council; public drinking is strictly prohibited; and bonfires will be permitted only if authorized by the fire department and after approval of the appropriate public officials.

VOTE: UNANIMOUS PASSAGE

Councilor Moriarty moved, seconded by Councilor Storey, to advertise and appoint a citizens advisory committee to report back to the town council no later than May 1st with a series of recommendations regarding policies and regulations for Chandlers Cove.

VOTE: UNANIMOUS PASSAGE

ORDINANCE RELATING TO ROADS AND TOWN-OWNED PROPERTY

Section 7.

A. HOURS OF USE OF CHANDLER'S COVE PROPERTY, CHEBEAGUE ISLAND.

Chandler's Cove Park shall be open for use by the general public during daylight hours throughout the year. ~~The Park shall be closed to public use ½ hour after sunset each day during which time it shall be unlawful for any person to be within the limits of the Chandler's Cove Park, except for special events approved by the Town Council.~~ Chandler's Cove shall be opened for use by the general public from sunrise to 10 pm throughout the year. The Park shall be closed to public use from 10 pm to sunrise each day except for special events authorized by the Town Council. Public drinking is strictly prohibited. Bonfires will be permitted only if authorized by the fire department and after approval of the appropriate public officials.

Any person who knowingly refuses to leave the Chandler's Cove Park during such times when the Park is closed to general public use, when requested or directed to leave by a police officer or agent of the Town of Cumberland shall be guilty of criminal trespass pursuant to 17A MRSA 402.

B. PENALTY

~~Whoever violates the provisions of this Ordinance to which a particular penalty is not annexed shall be punished by a fine of not less than \$25 or more than \$1,000 for each violation to be recovered on complain, to the use of the Town of Cumberland.~~

C. GENERAL AND SPECIAL REGULATIONS ON TOWN-OWNED PROPERTIES.

The Town Manager, under the direction of the Town Council, or with the advice and consent of a Citizens Advisory Committee or Agency assigned may adopt or establish additional rules and regulations as are reasonable and necessary to accomplish the following purposes:

1. To assure healthful, safe and sanitary conditions on the subject property.
2. To promote peaceful and considerate public use and enjoyment of Town properties and to minimize any nuisance, disturbance or interference, or safety concerns on adjoining or nearby lands that may be caused by such public use or enjoyment of Town lands.
3. To protect or enhance the scenic, recreational and environmental values of the property and to prevent erosion, unreasonable disturbance of natural habitat and wildlife, or to prevent pollution.
4. To allocate the limited use of time and space fairly and equitably among various persons or groups seeking use of the properties.
5. To provide for efficient care and maintenance of the properties.

05 – 015. To hold public hearing re: pay-as-you throw program.

The Town Manager explained the intent is to discuss what's coming before the council as part of the budget. The Budget Advisory Committee recommended in December 2003 to implement a pay as you throw program town wide. The four options presented were: status quo, no free bags, one free bag, and one free bag phasing out to no free bags after the first year. The town's solid waste budget is the largest budget next to the education budget. Our solid waste budget is based on an assessment and a tipping fee. In 1990, the RWS fee was \$25 a ton and today it is \$165 a ton. "If Palesky had passed, this wouldn't even be a discussion. But, we still need to look responsibly at how we handle our trash. The costs are \$156 per person on the island and \$130 per person on the mainland. Barging off the island costs \$65,000, suggesting there is a transportation cost both on the mainland and the island. Councilor Damon suggested the costs be looked at on a per person basis. She also noted that personal time and expense is involved for islanders who must take time, or pay someone to, take their trash to the island transfer station. She also noted the disparity between the mainland and island heavy item pickup. The mainland receives this pick up twice a year compared with the islands one time per year.

During the public hearing, Ms. Nancy Hill, suggested the program would have an administrative cost. "The user fee increases the cost to the poor people. The administrative costs would be better used to promote recycling. Comments were shared regarding the "disparity" between the island and the mainland recycling rates. Some residents also requested an additional silver bullet to further the islands recycling success by helping "when the transfer station is closed." Mr. John Ash and Mr. Doug Damon raised the issue of wood products. Mr. Damon suggested a "substantial reduction would come from construction debris." He recommended to "eliminate it or charge more for the construction debris." Several recommended an information meeting regarding how to recycle would benefit all residents.

Councilor Damon reiterated "several issues could change our cost: construction debris disposals should pay for themselves; silver bullet being full is an issue, and an education program is needed to show what needs to be recycled."

V. NEW BUSINESS

No comments were received by the councilors, due to time constraints.

VI. ADJOURN

Motion by Councilor Porter, seconded by Councilor Storey, to adjourn.

VOTE: UNANIMOUS PASSAGE

TIME: 10:18 p.m.

Respectfully submitted,

Nadeen M. Daniels, CMC
Town Clerk

MINUTES
CUMBERLAND TOWN COUNCIL MEETING
TOWN HALL, 290 TUTTLE ROAD
MONDAY, FEBRUARY 14, 2005

PRESENT: Chairman Stiles, Councilors Damon, Kuntz, Moriarty and Savasuk.
EXCUSED: Councilors Porter and Storey, and Manager Shane.

CALL TO ORDER: Chairman Stiles called the meeting to order in the Council Chambers at 7:02 p.m.

I. APPROVAL OF MINUTES

January 24, 2005

Councilor Damon stated that the minutes stopped recording at the January 10, 2005 meeting. She suggested the following corrections:

Page 1. Manager's Report: Instead of "Councilor Damon reported the town had received a grant" it should read "The Chebeague Library received a grant."
The second line should read "the heating system for the Chebeague Island Hall Community Center."

Page 2. 05-011: "The guest rooms were not ready to open last year" should read "When the licenses were issued."

Page 3. Article 18, (1) should read "Valid driver's license."

Page 4. 05-014.: "Chandler's Cove" should be replaced with "Chandler's Cove Property" in all places.

Paragraph 2, Mrs. Palsner should read "Mrs. Pulsifer."

Paragraph 2, (1) Sanford Doughty is referenced as being at the meeting, when, in fact, he did not attend the meeting.

(2) "Lyla Bisher" should be "Leila Bisharat."

Page 5. Paragraph 5: Third sentence starts "He recommended delegating issuing fire permits..." Councilor Damon requested clarification on who "He" was. It was determined that "He" was Manager Bill Shane.

Page 5, Paragraph 5: Last sentence states "I am opposed to continuing fires but I am ok with cooking hot dogs", should read "I am opposed to continuing fires but I am ok with cooking hot dogs on the beach below high water."

Page 6. Paragraph 2, "Councilor Moriarty moved, seconded by Councilor Storey"... Councilor Damon inquired if Councilor Moriarty asked for volunteers after the motion. Councilor Moriarty stated that he asked for volunteers before the motion.

Page 6. SECTION C # 1 should read "To assure healthful, safe and sanitary conditions on the subject property."

Motion by Councilor Moriarty to table the minutes until the next meeting so that Councilor Porter could be present to review and vote on the suggested corrections.

Seconded by Councilor Kuntz.

VOTE: 5 UNANIMOUS

February 3, 2005 Minutes

Motion by Councilor Moriarty, seconded by Councilor Kuntz, to accept the minutes of February 3, 2005 as presented.

VOTE: 5 UNANIMOUS

II. MANAGER'S REPORT

Town Clerk Nadeen Daniels presented the Manager's Report in the absence of Town Manager Bill Shane:

- (1) Memo from MDOT authorizing the State Traffic Engineer to extend the 35 mph speed zone along Greely Road and to reduce the length of the 45 mph section by nearly $\frac{1}{4}$ of a mile, and extend the 35 mph section by approximately $\frac{1}{10}$ of a mile.
- (2) Email from Town Manager reference to the meeting on Chebeague Island on January 24, 2005: no fire permits will be issued on public property on Chebeague Island. Manager Shane has asked for a recommendation from the Fire Chief, and has asked the future Chandler's Cove Advisory Committee to work with the Fire Chief to develop criteria for future permits.
- (3) Town Planner Carla Nixon has sent a memo on behalf of the Planning Board, to the US Army Corps of Engineers, Department of Conservation, Maine DEP, and Maine Historical Preservation Commission requesting review, due to the vacancy of the Harbormaster's position, reference to wharves.
- (4) Memo from Town Manager regarding Brown Tail Moth aerial spraying. The Town does not intend to perform an aerial spray. Maine State Entomologist Dick Bradbury will be present at the March 14, 2005 Town Council meeting.

II. PUBLIC DISCUSSION

None

IV. LEGISLATION & POLICY

05-106. To hear report from Code Enforcement Officer William Longley and set public hearing date to consider and act on amendments to schedule of building fees and fines.

CEO Longley stated that he had been working on trying to coordinate some of the building codes and fees that are being charged in Yarmouth and Cumberland. Currently, the building code is the same in both towns. He has done a lot of comparison in surrounding towns. A proposal has been put together stating the fees charged for items such as building permits, plumbing permits, electrical permits, demolition fees, re-inspection fees, contract zoning, fines for construction without permits, shoreland zoning issues, site plan review, stop work order, subdivision fees, and swimming pools. He has prepared a proposal to increase most of the fees. The Code Enforcement Office currently works at a deficit, not taking in enough fees to compensate for the man-hours for the employees and the expenses for the department. The deficit is being picked up by the taxpayers. This proposal would collect enough fees so that the taxpayers are not burdened by the administration of the Code Enforcement Office. Currently, there is a list of approximately 50 builders who would be notified of any Public Hearing on the proposal.

Chairman Stiles inquired as to why there was a difference in price for a plumbing permit for an engineered system versus a non-engineered system.

Mr. Longley stated that the system designed by an engineer is a much more complicated system, such as for commercial businesses. A non-engineered system is done by someone who is not an engineer, such as for a

residence. The State sets the fees for plumbing. The Town currently charges 100% of the State fee and a 10% administrative fee on top of that.

Councilor Damon stated that the Town of Cumberland would be raising its fees, but the Town of Yarmouth's fees would then be less.

Mr. Longley stated that if the fees in Cumberland were raised, the same increase would be proposed to the Town Council in Yarmouth. Currently, Cumberland charges fifteen cents per square foot. Going to twenty five cents per square foot, could be a 25% to 30% increase. A ranch that is 25' x 40' would be 1000' square feet. Under the old permit system, the building permit would cost \$150.00. Under the new system, the building permit would cost \$250.00. The impact fee would exempt the first 500 square feet. The impact fee is for recreational and open space and is \$1.36 per square foot, and impact fee is a separate fee from the building permit fee.

Councilor Moriarty moved to set a public hearing date of March 14, 2005 to consider and act on amendments to building permit fees.

Seconded by Councilor Damon.

VOTE: UNANIMOUS (5)

05-107. To consider and act on the Automobile Graveyard and/or Junkyard Permit for Thomas S. Greenlaw, d/b/a Greenlaw's Salvage, 1 Longwoods Road.

Town Clerk Daniels stated that this permit for a renewal for Mr. Greenlaw's automobile graveyard/junkyard permit was presented to the Council in December 2004. It was tabled at the meeting due to information received from the State regarding necessary inspections. Since that time, CEO Longley has visited the site with Mr. Greenlaw. Mr. Greenlaw is requesting to move forward with his license renewal request.

Mr. Longley stated that the rules have changed during the last two years for junkyards. The new rules Have been issued to Mr. Greenlaw during the inspection. There are still some issues that need to be resolved such as vehicles and miscellaneous junk, being outside the fenced area. If Mr. Greenlaw wishes to move forward at this time, there is some additional work to be done to clean up the site to make it more presentable. The requirements and onus is on Mr. Greenlaw to make sure that he does everything according to the State rules and regulations. In September of 2003, the State rules changed so that collection of vehicles is no longer allowed. There has to be a viable business for the storage and sale of vehicles. There also has to be a viable business for junk to show that the junk is being disposed of. Mr. Longley recommended that Mr. Greenlaw be granted a limited license for either 3 or 6 months to bring his facility up to the acceptable standards as a determined by DEP and State requirements.

Town Clerk Daniels stated that among the changes made by the State is the time period that the licenses would be issued. In the past they have always been issued on a calendar year. The deadline is now October.

Mr. Greenlaw stated that when the State Inspector visited his facility, he was not at home. The pictures taken of his facility were taken from a side view from a private road. Some of the vehicles were not on his property.

Mr. Longley stated that the photos were taken in January. The new rules state that you can now have only two unregistered and uninspected vehicles, and not three.

Town Clerk Daniels recommended that Mr. Greenlaw be granted a provisional 90 day license; that he be required to work with Mr. Longley to secure the vehicles and any other debris that needs to be placed behind the fence; that the fence be properly screened and a minimum of 6' high, and that Mr. Greenlaw assures the Town Council that he does not want a recycler's license.

Chairman Stiles inquired of Mr. Longley if he is comfortable in allowing the Town Council to issue Mr. Greenlaw a 90 day automobile salvage/junkyard permit and not to consider a recycler's license.

Mr. Longley stated that he would be comfortable with an automobile graveyard and/or junkyard license.

Mr. Greenlaw stated that he takes in automobiles, takes the batteries and radiators out and hauls the vehicles to the scrap yard.

Councilor Savasuk moved to approve a three month Automobile Graveyard and/or Junkyard Permit to Thomas S. Greenlaw, d/b/a Greenlaw's Salvage, 1 Longwood Road, with conditions stipulated by the Town Code Enforcement Officer.

Seconded by Councilor Damon.

VOTE: UNANIMOUS (5)

05-018. To authorize license to Mr. Neal Vining for improvements to Range Way between Harris Road and Longwoods Road, Tax Map 108, Lot 27.

Town Clerk Daniels stated that Mr. Vining owns land that runs between Harris Road and Longwoods Road and would like to build a home on that land. In order to maintain a tree buffer along the Harris Road side of his property, he has filed with the Public Works Director an application for entrance form. This application requests a license from the Town to allow Mr. Vining to improve no more than 800' of road way along Range Way in order to access his property via Range Way.

Mr. Vining stated that he wanted to combine his driveway with the Range Road that borders it.

Motion by Councilor Moriarty to set a public hearing date of February 28, 2005 to consider and act on a license agreement with Mr. Neal Vining to authorize improvements, consistent with the requirements for a private way, to a portion of Range Way located between Harris Road and Longwoods Road.

Seconded by Councilor Kuntz.

VOTE: UNANIMOUS (5)

05-19. To consider and act on amendments to the Twin Brook Recreation Area Policies and Rules re: charcoal fires, cooking fires, and gas grills.

Town Clerk Daniels stated that the issue of cooking fires was re-manded to the Twin Brook Advisory Committee for recommendation.

Councilor Moriarty stated that the Twin Brook Advisory Committee recommended that the gas grills be placed at the innermost area of the second parking lot.

Councilor Savasuk noted that there are currently no gas grills used in the picnic table area.

Councilor Damon inquired if picnic tables could be placed in the recommended gas grill area.

Councilor Savasuk stated that people could move the current picnic tables to the gas grill area.

Motion by Councilor Savasuk to authorize an amendment to the Twin Brook Recreation Area Policies and Rules with relation to charcoal fires, cooking fires and gas grills.

Seconded by Councilor Kuntz.

VOTE: UNANIMOUS (5)

05-020. To consider and act on the renaming of the library's Cumberland Wing to the Pawle Wing.

Town Clerk Daniels stated that Councilor Moriarty mentioned at the January 10, 2005 council meeting the passing of former Librarian Martha Pawle. Councilor Porter suggested that the library committee consider naming a room after Mrs. Pawle. The library committee discussed this issue at their January meeting and has forwarded its recommendation to rename the Cumberland Wing the Pawle Wing.

Chairman Stiles stated that Councilor Storey has commented to him that a wing should also be named after Mrs. Sweetser and this recommendation should go before a public hearing.

Mrs. Damon inquired what was considered the Cumberland Wing?

Councilor Moriarty stated that all the new construction was considered the Cumberland Wing. The circulation desk was named after Mrs. Sweetser.

Councilor Damon was a member of the Prince Memorial Advisory Board back in the early 1980's. Mrs. Pawle was trying to have an addition built at that time, believing that the library was not big enough. If there is no name for the reading room with the Maine Collection, possibly that could be named for Mrs. Sweetser.

Town Clerk Daniels suggested having the librarian consider other instrumental people involved in the library and what the actual names are of the various spaces and rooms.

Chairman Stiles suggested that this item be resubmitted back to the library and tabled for further action or a public hearing and further action.

05-021. To set public hearing date to consider and act on an Off-Premise Retailer with Malt & Wine license and Victualer's license for Basil Provisions, 137 Main Street.

Councilor Moriarty moved to set a public hearing date of February 28, 2005 to consider and act on the Off-Premise Retailer with Malt & Wine license and Victualer's license for Basil Provisions, 137 Main Street.

Seconded by Councilor Damon. VOTE: UNANIMOUS (5)

05-022. To set public hearing date to consider and act on amendments to the Subdivision and Site Plan Submission Policies and Procedures.

Councilor Savasuk moved to set a public hearing date of February 28, 2005 to consider and act on the Subdivision and Site Plan Submission Policies and Procedures.

Seconded by Councilor Damon. VOTE: UNANIMOUS (5)

V. NEW BUSINESS

Councilor Savasuk:	None
Councilor Damon:	Speed limit on Chebeague Island in reference to Golf Carts
Councilor Kuntz:	None
Councilor Stiles	Rebroadcast dates for Town Council meetings listed on back of agendas
	Cumberland Rescue Chief and wife Jillann have new baby boy
Councilor Moriarty:	Date of MSAD 51 dinner meeting rescheduled for March 3, 2005

Councilor Kuntz moved to adjourn to Executive Session at 8:25 pm
Seconded by Councilor Damon. VOTE: UNANIMOUS (5)

Councilor (insert) moved and Councilor (insert) seconded, to grant an abatement request made pursuant o 36 MRSA, Subsection 841 (2) in the sums of \$2,270.66 for tax year 2003 and \$2,423.23 for tax year 2004.

VOTE: UNANIMOUS (5)

Councilor (insert) moved, and Councilor (insert) seconded, to deny an abatement request in the amount of \$2,906.93 for tax year 2003.

VOTE: UNANIMOUS (5)

Councilor (insert) moved to adjourn from Executive Session at (insert)

Seconded by Councilor (insert) VOTE: UNANIMOUS (5)

Respectfully Submitted,

Deborah Flanigan
Deputy Town Clerk

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division

164 State House Station
Augusta ME 04333-0164

Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: Basil Provisions, LLC
Business D/B/A Name: _____
2. Date of Incorporation: Dec
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:
- Offense
Return
20 Blanchard Rd
to
137 Main St
Inspections have begun
House will be ready for Feb 28*

Name	Print Clearly Address Previous 5 years	Birth Date	% of Stock	Title
Sheila Donofrio	53-55 Westminster Av Portland	10/5/74	100	owner
(prior address)	1490 Broadway S. Portland			

6. What is the amount of authorized stock? NA Outstanding Stock? NA
7. Is any principal officer of the corporation a law enforcement official? Yes ☐ No ☒
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes ☐ No ☒
9. If YES, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: _____ On: _____

City/Town _____ Date _____

Signature of Duly Authorized Officer

Date

Print Name of Duly Authorized Officer

9. List name, date of birth, place of birth for all applicants and managers. Give maiden name, if married:

Name in Full (Print Clearly)	DOB	Place of Birth
Sheila Donofrio	10/5/74	Rochester NY

Residence address on all of the above for previous 5 years (Limit answer to city & state)

1 yr Current 53/55 Westminster Ave Portland, ME 04102
4 yrs Previous 1490 Broadway S. Portland ME 04106

Use a separate sheet of paper if necessary.

10. Has applicant(s) or manager(s) ever been convicted of any violation of the law, other than minor traffic violations of any

State of the United States? Yes ☐ No ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

11. Will any law enforcement official benefit financially either directly or indirectly in our license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

12. Has applicant(s) formerly held a Maine liquor license? Yes ☒ No ☐ re apply because we are moving.

13. Do applicant(s) own the premises? Yes ☒ No ☐ If No, give name and address of owner: _____

beer & wine has designated area in back of store

14. Describe in detail where liquor will be stored: (Supplemental On/Off Premise Diagram Required)

15. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? Yes ☒ No ☐ If Yes, give details: _____

Mortgage w/ Bank North

16. Has any other person have any interest directly or indirectly in your business? Yes ☐ No ☒ If Yes, give details: _____

PAYMENTS TO THE DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING & INSPECTION DIVISION BY CHECK SUBJECT TO PENALTY PROVIDED BY SECTION 3 OF TITLE 28A, MAINE REVISED STATUTES

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$500.00 or by both."

Dated at: Cumberland, ME on 2/8/05, 20____
City/Town Date Year

Signature(s) of Applicant(s) or Corporate Officer(s)

Print Name of Applicant(s) or Corporate Officer(s)

164 State House Station
Augusta ME 04333-0164

OffPremRetailApp / 2003

Tel: (207) 624-8745

Fax: (207) 624-8767

Department of Public Safety
Liquor Licensing &
Inspection Division



BUREAU USE ONLY

License No. Assigned:

Deposit Date:

Amount Deposited:

CK/MO/CASH:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 3-3-05

- ☐ Off-Premise Retailer – Malt Liquor\$200.00
☐ Off-Premise Retailer – Table Wine\$200.00
☐ Filing Fee\$ 10.00

NOTE: If the place of business is located in an unincorporated place, the application must be approved by the County Commissioners. All such applications shall be accompanied by receipt of payment of the \$10.00 filing fee to the County Treasurer.

Check Payable: Treasurer State of Maine

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Sheila Donofrio</u> DOB: <u>10/5/74</u>		2. Business Name (D/B/A) <u>Basil Provisions, LLC</u>	
DOB:		<u>* 137 Main St. B</u>	
DOB:		Location (Street Address)	
Address <u>53-55 Westminster Ave.</u>		<u>Cumberland ME 04021</u>	
City/Town <u>Portland</u> State <u>ME</u> Zip Code <u>04102</u>		City/Town <u>PO Box 374</u> State <u>ME</u> Zip Code <u>04021</u>	
Telephone Number <u>207-650-0108</u> State <u>work</u> Fax Number <u>829-3799</u>		Mailing Address <u>Cumberland Center ME 04021</u>	
Business Telephone Number <u>829-3797</u> Fax Number <u>829-3797</u>		City/Town <u>Cumberland</u> State <u>ME</u> Zip Code <u>04021</u>	
Federal I.D. #		Business Telephone Number <u>829-3797</u> Fax Number <u>829-3797</u>	
		Seller Certificate # <u>1068324</u>	

3. List of Wholesale Value and Types of Merchandise in inventory: (Must be answered)

Edible Foods \$ 31000.00 Tobacco Products \$ 0 Paper Goods \$ 1000.00
 Greeting Cards, Magazines, Newspapers \$ 500.00 Total of all other merchandise in inventory \$ 1000.00

4. Is applicant a Corporation, Limited Liability Co. or Limited Partnership: Yes ☒ No ☐ (If Yes complete Supplementary Questionnaire)

5. If manager is to be employed, give name: N/A

6. If business is NEW indicate opening date: N/A Business Hours: _____

7. Is/Are applicant(s) citizens of the United States? Yes ☒ No ☐

8. Is/Are applicant(s) residents of the State of Maine? Yes ☒ No ☐

New location as of march 2005

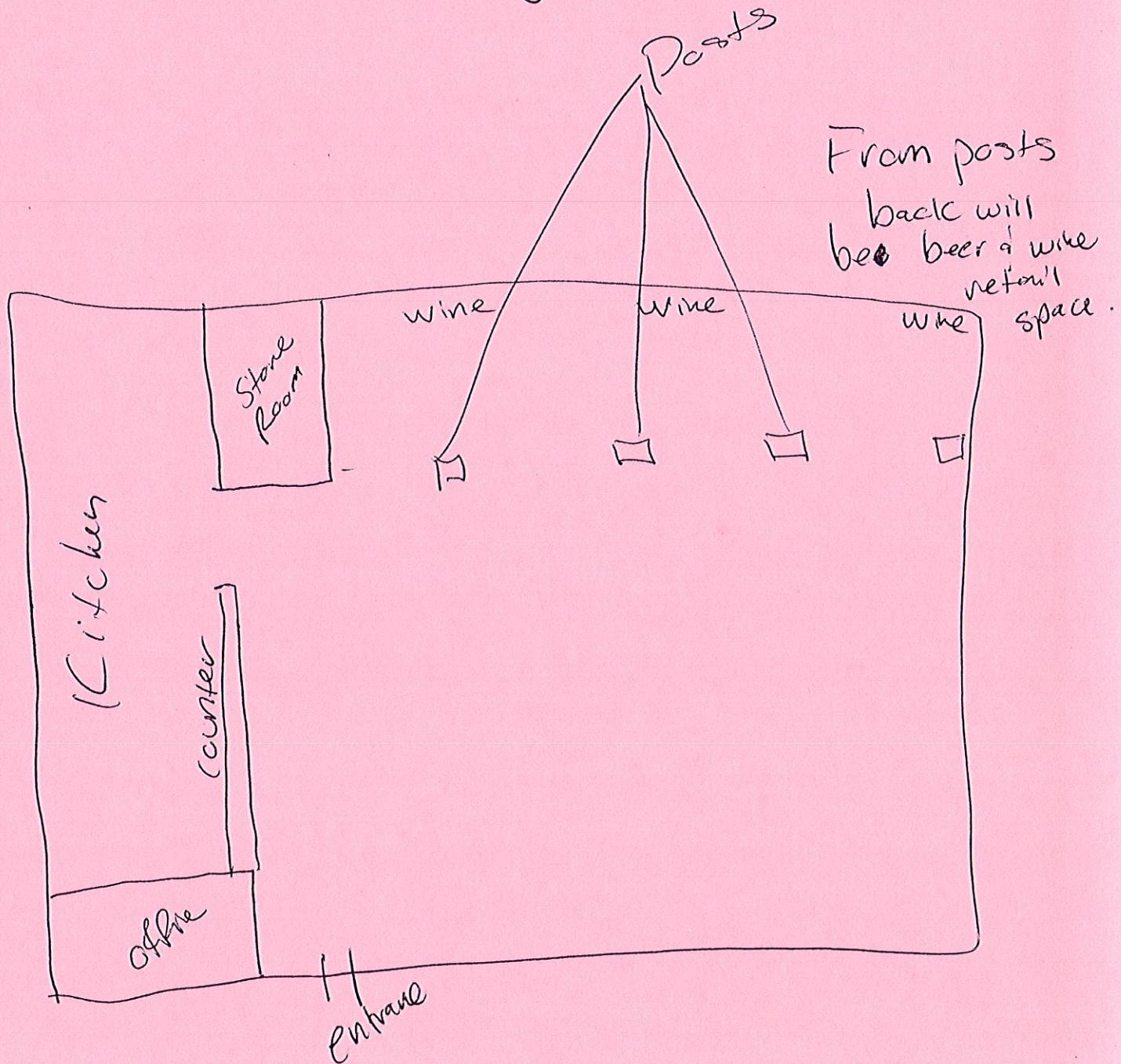
164 State House Station
Augusta ME 04333-0164

Tel: (207) 624-8745

OffPremRetailApp / 2003

Fax: (207) 624-8767

Supplemental Diagram



TOWN OF CUMBERLAND, MAINE
APPLICATION FOR VICTUALER'S (Food Service Establishment) LICENSE

Business or Trade Name: Basil Provisions, LLC
Business Address: ~~202 Bl~~ 137 Main Street
Name of Manager: Orlela Dandino Bus. Phone: 207-829-3797
Date of Event or New License: 3/05
Signature of Authorized Person: [Signature] Date: 2/8/05

+++++
CHECK THE PROPERTY CATEGORY OF REQUESTED LICENSE:

- (a) Restaurant or Victualer not serving malt beverages on the premises \$50.00 XXXX
- (b) Restaurant or Victualer serving malt beverages on the premises \$50.00 _____
- (c) Class A Restaurant, as defined by the Revised Statutes of Maine, serving both malt liquor and spirituous and vinous liquor \$50.00 _____
- (d) A business establishment such as, but not limited to, retail grocery stores, food storage warehouses, bakeries, delicatessen stores, and dairy product stores, where food is stored or is kept for sale and where the total area of the establishment is less than 10,000 square feet \$25.00 ✓
- (e) Same as (d) but total area of the establishment is more than 10,000 square feet \$25.00 _____
- (f) Eating and Lodging places. Any place where eating and sleeping accommodations are furnished to the public such as hotels, motels and bed and breakfasts \$100.00 _____
- (g) Establishment operated by Non-Profit organization NO FEE _____
- (h) Vending Machine \$10.00 _____
- (i) Temporary Vending Unit operating at a fair. Per Unit: \$10.00 _____
Name & type of vending unit(s): _____

Enclose CHECK payable to: Town of Cumberland
SEND TO: TOWN CLERK, 290 Tuttle Road, Cumberland ME 04021

Application Rec'd: _____ Date of Issuance _____ Cert No. _____

1688

BASIL PROVISIONS

20 BLANCHARD ROAD
CUMBERLAND, ME 04021
PH. (207) 829-3799

DATE

2/8/05

52-7445-2112

© DELUXE RB

PAY TO THE ORDER OF

Town of Cumberland
Twenty five dollars and 00/100

\$ 25.00

DOLLARS



Security Features
Included
Details on Back



A division of Banknorth, N.A.

One Portland Square
Portland, ME 04101

FOR

MP

⑈001688⑈ ⑆211274450⑆ ⑈0241055252⑈

GENTRY

1687

BASIL PROVISIONS

20 BLANCHARD ROAD
CUMBERLAND, ME 04021
PH. (207) 829-3799

DATE

2/8/05

52-7445-2112

© DELUXE RB

PAY TO THE ORDER OF

Treasurer State of Maine
Four Hundred Ten 00/100

\$ 410.00

DOLLARS



Security Features
Included
Details on Back



A division of Banknorth, N.A.

One Portland Square
Portland, ME 04101

FOR

Liquor License

MP

⑈001687⑈ ⑆211274450⑆ ⑈0241055252⑈

GENTRY

Town of Cumberland TIF District #2
Route One South Municipal Development and Tax
Increment Financing District Development Program

Article I: Introduction and Summary of Benefits.

Section 1.01: Municipal Development District. In order to expand and diversify the Town's tax base and improve its economy, the Town desires to create a municipal development and tax increment financing district located at the southerly end of Route One in Cumberland. This Development Program will help finance certain public improvements, including new water lines, which will lead to additional commercial development, thereby expanding and diversifying the Town's tax base. This Development Program will also provide a financial incentive for Seafax, Inc. (together with its affiliated real estate holding company, tentatively named BBW Real Estate, L.L.C. References to Seafax will incorporate and include BBW Real Estate) to develop a new office building on Route One in Cumberland.

Deleted: .

Section 1.02. Benefits of the District.

A. New Tax Dollars for the Town. The District is anticipated to expand and diversify the tax base of the Town, resulting in an estimated additional \$242,400 in average annual new property tax revenues over the term of the new District, 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 by Seafax, Inc. of its headquarters in a new 20,000 square foot office building on Route One in Cumberland, which will result in the creation of new jobs in the Town. The Public Facilities, Improvements and Programs are also anticipated to create additional economic development and jobs in the Town.

C. Low Impact Development. The new development will place little burden on Town services.

D. 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 even if all such development were to occur without the creation of the District. This favorable situation is the result of the State formulas which, when a TIF 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 TIF District.

E. Public Facilities, Improvements and Programs. The District will provide the Public Facilities, Improvements and Programs described herein.

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

Section 2.01: Statement of Means and Objectives. The Town of Cumberland 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 TIF District #2, the Route One South Municipal Development and Tax Increment Financing 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 Council 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 ("TIF") similar to that adopted by a number of other Maine municipalities including the Town. A TIF 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.

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 the Development Program, consisting of: (a) the Public Facilities, Improvements and Programs described in Section 2.03 hereof; and (b) construction and development of the Capital Program described in Section 2.04 hereof by Seafax, Inc. ("Seafax"). Certain costs of the Public Facilities, Improvements and Programs described in Section 2.03 hereof, including new water lines and road improvements, will be financed by a portion of the tax increment revenues from the District. Under the Development Program, the Town will also make other portions of the tax increment revenues as set forth in Sections 2.04 and 3.04 available to Seafax pursuant to a Credit Enhancement Agreement (the "Credit Enhancement Agreement"). Seafax, a leading provider of business information for the perishable food industry in North America, proposes to construct a new 20,000 square foot office building in the District. The portion of the tax increment revenues provided to Seafax will be used either to pay or reimburse Seafax for certain costs of the Capital Program directly or to pay debt service on funds borrowed privately by Seafax 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 by Seafax. All additional costs of the Capital Program will be the responsibility of Seafax.

The Development Program thus will provide significant economic benefit to the Town by providing a financial incentive for Seafax to locate its headquarters in the Town and also by providing other new public infrastructure that will facilitate additional commercial development and thereby expand and diversify the commercial tax base of the Town and increase employment and development opportunities in the Town. The means and objectives of the Development Program thus are to provide financial assistance to the Capital Program and to provide financing for the Public Facilities, Improvements and Programs. The Town by adopting this Development Program thus finds that the Development Program described herein, including the Capital Program and the Public Facilities, Improvements and Programs, will provide substantial new employment opportunities in the Town, will significantly improve and broaden the Town's tax base and will improve the general economy of the Town.

Section 2.02: Brief Discussion 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 2.03 hereof and the Capital Program described in Section 2.04 hereof. All tax revenues presently generated on 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.

Deleted: produced by new development

The cost of the Capital Program and any continuing investment by Seafax will be financed by Seafax through equity of Seafax, various borrowings by Seafax and the Tax Increment from the District. As part of the Development Program, the Town and Seafax will enter a Credit Enhancement Agreement pursuant to which the Town will pay to Seafax the portion of the Tax Increment relating solely to the real property of Seafax to pay a portion of the costs of the Capital Program. All Tax Increment from the District not payable to Seafax under the Credit Enhancement Agreement will be used for the Public Facilities, Improvements and Programs.

Deleted: t

Deleted: i

Deleted: revenues

Deleted: a

Deleted: Revenues

Deleted: t

Deleted: revenues

Deleted: Revenues

Section 2.03: Public Facilities Descriptions. The Town will retain a portion of the Tax Increment from the District to finance some or all of the costs of the following public facilities, improvements or programs (the "Public Facilities, Improvements and Programs"):

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

Project
Extensions of water lines and other environmental improvement projects to areas suitable for commercial development in order to facilitate diversification of the Town's tax basis by increasing commercial development in the Town. <u>[My recent experience is that DECD requires a little more information on the cost/location of this type of improvement].</u>
Economic Development Director and ongoing administrative expenses associated with this development effort

The projects currently under consideration to be included as part of 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 the Town.

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 sewer improvements and extensions to facilitate additional economic development in those areas or to mitigate the impact of the District; (iii) public roads, sidewalks and traffic safety enhancements to areas impacted by traffic expected to be generated from the District; (iv) the Town's economic development programs, as permitted under 30-A M.R.S.A. Chapter 206; and (v) 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 shall include all "Project Costs" as defined in Title 30-A, Chapter 206, Section 5225 of the Maine Revised Statutes including: (A) the costs of all improvements made within the District including but not limited to (1) capital costs including costs of (a) the acquisition or construction of land, improvements, buildings, structures, fixtures and equipment for public or commercial use; (b) the demolition, alteration, remodeling, repair or reconstruction of

existing buildings, structures and fixtures; (c) site preparation and finishing work; and (d) all fees and expenses that are eligible to be included in the capital cost of such improvements, including, but not limited to, licensing and permitting expenses and planning, engineering, architectural, testing, legal and accounting expenses; (2) financing costs, including, but not limited to, closing costs, issuance costs and interest paid to holders of evidences of indebtedness issued to pay for Project Costs and any premium paid over the principal amount of that indebtedness because of the redemption of the obligations before maturity; (3) real property assembly costs; (4) professional service costs, including, but not limited to, licensing, architectural, planning, engineering and legal expenses; (5) administrative costs, including, but not limited to, reasonable charges for the time spent in connection with the implementation of the development program; (6) relocation costs; and (7) organizational costs relating to the establishment of the District, including, but not limited to, the costs of conducting environmental impact and other studies and the costs of informing the public about the creation of development districts and the implementation of project plans; and (B) the costs of improvements that are made outside the tax increment financing district but are directly related to or are made necessary by the establishment or operation of the District, including, but not limited to: (1) that portion of the costs reasonably related to the construction, alteration or expansion of any facilities not located within the District that are required due to improvements or activities within the District, including, but not limited to, sewage treatment plants, water treatment plants or other environmental protection devices; storm or sanitary sewer lines; water lines; improvements to fire stations and amenities on streets; (2) costs of public safety improvements made necessary by the establishment of the District; and (3) costs of funding to mitigate any adverse impact of the District upon the Town and its constituents. [This paragraph describes costs under §5225(1)(A) & (B). Don't you need to also permit/authorize costs under §5225(1)(C)?]

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. The Development Program thus will provide financing for certain important Public Facilities, Improvements and Programs currently under consideration by the Town. These projects either are related to the Development Program or are otherwise qualifying projects under Chapter 206 of Title 30-A of the Maine Revised Statutes.

Section 2.04: Commercial Facilities Descriptions. The commercial facilities, improvements, programs and projects to be financed by the Development Program may include the following costs of Seafax (collectively the "Capital Program"): construction and development of a Class A office building with a brick façade and containing approximately 20,000 square feet, to serve as the headquarters of Seafax, Inc. Seafax has provided the following information to the Town regarding its business:

Seafax is the leading provider of business information for the perishable food industry in North America. Established in 1985 as a credit reporting and collection agency for the seafood industry, Seafax has earned a reputation for providing accurate and timely information as a resource to help businesses manage risk and maximize market opportunities. Over the course of 20 years, the Seafax has developed the most extensive database of financial and company specific information in North America. One of the cornerstones on which the success of Seafax is based is the principle that people and companies cooperatively working together for a common purpose can reach infinitely higher goals.

Deleted: 19

Seafax has been headquartered in Portland, Maine since 1985 and has three regional offices nationwide (New York, Tampa, and Seattle). Seafax employs a staff of over 58 professionals dedicated to serving more than 1,100 businesses in the seafood, meat and poultry industries. The products and services provided by Seafax include: (a) business reports, including credit appraisal and risk index, historical payment data, bank and trade information, a complete business profile, principals, company history and financial/income statements; (b) regional credit checks, including bank and trade information,

Deleted: 55

[W0320385.1]

related entity information, historical payment data, corporate record search, principals verification, company history and analysts comments; (c) monitoring services such as various publications on significant, late-breaking credit and business-related information; (d) credit consulting services, including various publication and access to consulting expert for support and advice regarding difficult credit line decisions and day-to-day credit management issues; and (e) marketing services, including a Seafood Industry Reference Guide (a directory of seafood and seafood-related companies in North America, Industry Yellow Pages (a publication that allows businesses to connect to thousands of potential customers and suppliers) and Eureka Marketing Services (which provides detailed profiles on over 12,000 food companies throughout North America).

Due to recent and anticipated business growth, Seafax now contemplates relocating its headquarters from Portland to Cumberland, Maine. Its current plans envision construction of a 20,000 square foot, class A, office building on Route 1 in Cumberland. Seafax anticipates total project costs of approximately \$2,500,000, which will be financed through a combination of loans and Seafax contribution. Total debt service to be borne by Seafax for the project could exceed \$4,000,000. While Seafax is confident that it will continue to enjoy the same business success that it has in the past, the project represents a significant financial undertaking by Seafax, with commensurate risks involved.

Section 2.05: Relocation Plan. No businesses or persons will be displaced or relocated as a result of the development activities proposed in the District.

Section 2.06: Transportation Improvements. 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 may also include facilities to improve transportation.

Section 2.07: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the Town of Cumberland Zoning Ordinance and all applicable State and federal environmental laws and regulations.

Section 2.08: District Operation. The day-to-day operations of the District will require no substantial efforts by the Town. Seafax will operate the improvements constructed by Seafax and pay all maintenance and operational expenses of its facilities.

Section 2.09: 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 2.10: Approval Considerations and Characteristics of the District. A. 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.

B. Statutory Conditions for Approval; Physical Characteristics. The Town hereby finds and determines that the District satisfies the conditions imposed under Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for commercial uses and is in need of rehabilitation, redevelopment or conservation work and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) must be a blighted area; (2) must be in need of rehabilitation, redevelopment or conservation work; or (3) must be suitable for commercial uses;

(ii) The total area of the District is 22.3 acres and thus such area represents 0.15% of the total acreage of the Town (which total acreage is approximately 14,848 acres) and does not exceed 2% of the total acreage of the Town. The total area of the District and the total area of all other development districts in the Town (which combined total is 217.3 acres) is 1.46% of the total acreage of the Town and thus does not exceed 5% of the total acreage of the Town;

(iii) The Original Assessed Value of the District is \$339,400 and the Original Assessed Value of all existing tax increment financing districts within the Town is \$694,400 and such combined amounts of Original Assessed Values thus represent 0.08% of the total value of taxable property within the Town as of April 1st preceding the date of the designation of the District and thus do not exceed 5% of the total value of taxable property within the Town as of April 1st preceding the date of the designation of the District; and

Deleted:

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from tax increment financing districts within Cumberland County does not exceed \$50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 1996 to the date of calculation. The acquisition, construction and installment of all real and personal property improvements, buildings, structures, fixtures and equipment included within the Development Program financed through municipal bonded indebtedness must be completed within 5 years of the DECD Commissioner's approval of the designation of the District.

Section 2.11: Designation of the District. The Town hereby designates TIF District #2, the Route One South Municipal Development District and Tax Increment Financing District as a Municipal Development District and a Tax Increment Financing District. The area of the Town of Cumberland entitled "TIF District #2, the Route One South Municipal Development and Tax Increment Financing District" 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 is attached hereto as Exhibit A and the District is further described therein and in Exhibit B.

Article III. Financial Plan.

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

Public Facilities, Improvements and Programs:

Water line extensions

Interest Expense on Bonds

Economic Development Director and Administration \$

Capital Program

Construction and development of the Seafax building \$2,500,000

Section 3.02: Amount of Indebtedness to be Incurred. The Town will not incur any indebtedness in connection with the Capital Program. Seafax will finance the Capital Program through a combination of Seafax's funds, various loans and the Tax Increment of the District. The Town anticipates that it will elect at a future date to incur indebtedness of approximately \$_____ to finance a portion of the Public Facilities, Improvements and Programs but no such indebtedness is authorized hereunder at this time.

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 and personal 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 or personal property by the Town. Original Assessed Value means the assessed value of the District as of March 31, 2003. Attached hereto as Exhibit B is the anticipated form of certification of Original Assessed Value by the Assessor of the Town of Cumberland 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 Seafax (or BBW Real Estate) under a Credit Enhancement Agreement to pay or reimburse costs of the Capital Program, however, shall be limited to 50% of the Tax Increment from the Increased Assessed Value solely of the real property owned by Seafax, or BBW Real Estate (or for which either is otherwise obligated to pay property taxes) (hereinafter the Tax Increment (Seafax Share)), and not the Increased Assessed Value of the entire District. Thus the Tax Increment (Seafax Share) for each year of the term of the Credit Enhancement Agreement attached hereto as Exhibit C shall be calculated as follows: First, the amount of the Tax Increment solely on the real property of Seafax shown as Lot 11B on the Town's Tax Map R-1 (such lot being hereinafter called the "Seafax Lot") shall be determined by subtracting the real property tax for such year on the \$90,200 original assessed value of the Seafax Lot from the total real property tax for such year on the entire then current assessed value of the Seafax Lot (the resulting being hereinafter called the "Seafax Lot Tax Increment"); Second, 0.50 shall be multiplied by the Seafax Lot Tax Increment, and the product thereof shall constitute the Tax Increment (Seafax Share) for such year. Notwithstanding the foregoing, the total Credit Enhancement Agreement payments by the Town to Seafax, determined on a cumulative basis, shall not exceed \$550,000, and thus as soon as the cumulative amounts of Tax Increment (Seafax Share) paid to Seafax pursuant to the Credit Enhancement Agreement equals such \$550,000 amount, thereafter the Tax

Deleted: Increased Assessed Value

Deleted: , Inc.

Deleted: Revenues

Deleted: Revenues

Deleted: D

Deleted: Revenues

Deleted: 500,000

Deleted: Revenues

Deleted: 500,000

Enhancement Agreement equals such \$550,000 amount, thereafter the Tax Increment (Seafax 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 excluding only the Tax Increment (Seafax Share).

The following table sets forth the estimated Tax Increment (Seafax Share):

TIF Year	Fiscal Year	Estimated Increased Assessed Value of Seafax Lot	Estimated Tax Rate	Estimated Seafax Lot Tax Increment	Estimated Tax Increment Revenues (Seafax Share)
N/A	2006	\$0	\$19.20	\$0	\$0
1	2007	\$2,000,000	\$19.20	\$38,400	\$19,200
2	2008	\$2,000,000	\$19.20	\$38,400	\$19,200
3	2009	\$2,000,000	\$19.20	\$38,400	\$19,200
4	2010	\$2,000,000	\$19.20	\$38,400	\$19,200
5	2011	\$2,500,000	\$19.20	\$48,000	\$24,000
6	2012	\$2,500,000	\$19.20	\$48,000	\$24,000
7	2013	\$2,500,000	\$19.20	\$48,000	\$24,000
8	2014	\$2,500,000	\$19.20	\$48,000	\$24,000
9	2015	\$2,500,000	\$19.20	\$48,000	\$24,000
10	2016	\$3,000,000	\$19.20	\$57,600	\$28,800
11	2017	\$3,000,000	\$19.20	\$57,600	\$28,800
12	2018	\$3,000,000	\$19.20	\$57,600	\$28,800
13	2019	\$3,000,000	\$19.20	\$57,600	\$28,800
14	2020	\$3,000,000	\$19.20	\$57,600	\$28,800
15	2021	\$3,500,000	\$19.20	\$67,200	\$33,600
16	2022	\$3,500,000	\$19.20	\$67,200	\$33,600
17	2023	\$3,500,000	\$19.20	\$67,200	\$33,600
18	2024	\$3,500,000	\$19.20	\$67,200	\$33,600
19	2025	\$3,500,000	\$19.20	\$67,200	\$33,600
20	2026	\$3,500,000	\$19.20	\$67,200	\$33,600
Total:				\$1,084,600	\$542,400

The following table sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, (b) the estimated amount of the Tax Increment (Seafax Share) and (c) the estimated amount of the Tax Increment (Town Share) for Public Facilities, Improvements and Programs.

TIF Year	Fiscal Year	Estimated Increased Assessed Value of Entire District	Estimated Tax Rate	Estimated Total Tax Increment of Entire District	Estimated Tax Increment (Town Share)
1	2006	\$1,750,000	\$19.20	\$33,600	\$33,600
2	2007	\$9,250,000	\$19.20	\$177,600	\$158,400
3	2008	\$9,250,000	\$19.20	\$177,600	\$158,400
4	2009	\$9,250,000	\$19.20	\$177,600	\$158,400
5	2010	\$9,250,000	\$19.20	\$177,600	\$158,400
6	2011	\$10,500,000	\$19.20	\$201,600	\$177,600

Deleted: 500,000
Deleted: Revenues
Deleted: Increased Assessed Value
Deleted:
Deleted: Increased Value
Deleted: Revenues
Deleted: Revenues

Deleted: 1
Deleted: 2
Deleted: 3
Deleted: 4
Deleted: 5
Deleted: 6
Deleted: 7
Deleted: 8
Deleted: 9
Deleted: 10
Deleted: 11
Deleted: 12
Deleted: 13
Deleted: 14
Deleted: 15
Deleted: 16
Deleted: 17
Deleted: 18
Deleted: 19
Deleted: 20
Deleted: 5
Deleted: 24,800
Deleted: 1,017,600
Deleted: 500,000
Deleted: Revenues
Deleted: Revenues
Deleted: Revenues

7	2012	\$10,500,000	\$19.20	\$201,600	\$177,600
8	2013	\$10,500,000	\$19.20	\$201,600	\$177,600
9	2014	\$10,500,000	\$19.20	\$201,600	\$177,600
10	2015	\$10,500,000	\$19.20	\$201,600	\$177,600
11	2016	\$12,500,000	\$19.20	\$240,000	\$211,200
12	2017	\$12,500,000	\$19.20	\$240,000	\$211,200
13	2018	\$12,500,000	\$19.20	\$240,000	\$211,200
14	2019	\$12,500,000	\$19.20	\$240,000	\$211,200
15	2020	\$12,500,000	\$19.20	\$240,000	\$211,200
16	2021	\$13,500,000	\$19.20	\$259,200	\$225,600
17	2022	\$13,500,000	\$19.20	\$259,200	\$225,600
18	2023	\$13,500,000	\$19.20	\$259,200	\$225,600
19	2024	\$13,500,000	\$19.20	\$259,200	\$225,600
20	2025	\$13,500,000	\$19.20	\$259,200	\$225,600
21	2026	\$15,000,000	\$19.20	\$288,000	\$254,400
22	2027	\$15,000,000	\$19.20	\$288,000	\$288,000
23	2028	\$15,000,000	\$19.20	\$288,000	\$288,000
24	2029	\$15,000,000	\$19.20	\$288,000	\$288,000
25	2030	\$15,000,000	\$19.20	\$288,000	\$288,000
26	2031	\$16,500,000	\$19.20	\$316,800	\$316,800
27	2032	\$16,500,000	\$19.20	\$316,800	\$316,800
28	2032	\$16,500,000	\$19.20	\$316,800	\$316,800
29	2033	\$16,500,000	\$19.20	\$316,800	\$316,800
30	2034	\$16,500,000	\$19.20	\$316,800	\$316,800
			Total:	\$7,272,000	\$6,729,600

Deleted: 6,772,000

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 two subaccounts or funds consisting of the Seafax Project Cost Account (the "Seafax Project Cost Account") and the Town's Project Cost Account (the "Town's Project Cost Account"). The Seafax Project Cost Account will be pledged to and charged with payment of amounts due to Seafax under the Credit Enhancement Agreement. Upon receipt of each payment of property tax from Seafax on its property, the Town shall deposit into the Seafax Project Cost Account that portion of each payment constituting the Tax Increment (Seafax Share). The amounts in the Seafax Project Cost Account shall be used and applied solely to fund the payments to Seafax under the Credit Enhancement Agreement. The Town shall deposit in the balance of the property taxes paid by Seafax 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)).

Deleted: Revenues

Deleted: Revenues

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 2.03 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 (Seafax Share). 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

Deleted: Revenues

Deleted: revenues

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 Seafax Project Cost Account.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered by the Town is set forth in Credit Enhancement Agreement to be entered by the Town and Seafax which will be substantially in the form attached hereto as Exhibit D. The Credit Enhancement Agreement sets forth the obligations of the Town to pay to Seafax each year during the term of that Agreement the Tax Increment (Seafax 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 (Seafax Share) actually paid by Seafax 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 2.03 hereof.

Deleted: Revenues

Deleted: Revenues

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 which will result during the term of the District from the establishment of the District, using formulas approved by the Department of Economic and Community Development.

<u>Tax Shift Item</u>	<u>Estimated Average Annual Amount</u>	<u>Estimated Total Undiscounted</u>
<u>Amount</u>		
Educational Aid	\$ 95,224.64	2,856,739.20
County Tax	\$ 10,013.65	300,409.50
Revenue Sharing	\$ 9,218.81	276,564.41
	\$114,457.10	3,433,713.11

A summary of the methodology and calculations utilized in calculating such estimated tax shifts are attached hereto as Exhibit D.

Deleted: E

Article IV: Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District and adopting the Development Program, the Town Council, as the legislative body of the Town, held a public hearing. Notice of the hearing was published on March 3, 2005, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the Town. A copy of the Notice of Public Hearing is attached hereto as Exhibit E. The Public Hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5226 on March 14, 2005. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Deleted: F

Section 4.02: Authorizing Votes. The Town Council Orders, designating the District and approving this Development Program, as proposed for adoption by the Town Council of the Town at a meeting thereof duly called and held on March 14, 2005, are attached hereto as Exhibit F. 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

Deleted: G

{W0320385.1}

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

PROPERTY DESCRIPTION AND CONFIGURATION OF DISTRICT

TIF District #2, the Route One South Municipal Development and Tax Increment Financing District is located in Cumberland, Maine and includes the parcels shown on the Map or Plan of the District attached hereto, said parcels being further described in the Certificate of the Assessor (Exhibit B to this Development Program).

EXHIBIT B

**TOWN OF CUMBERLAND
CERTIFICATE OF ASSESSOR**

The undersigned assessor of the Town of Cumberland, Maine, does hereby certify pursuant to the provisions of Title 30-A M.R.S.A. Section 5227 that the Original Assessed Value of the taxable property within the boundaries of TIF District #2, the Route One South Municipal Development and Tax Increment Financing District, as described in the Development Program for the District, was \$339,400 as of March 31, 2003 (which was the March 31st of the tax year preceding the year in which the District was designated), such value being determined or allocated as follows:

- (a) \$90,200 with respect to Lot 11B as shown on Tax Map R-1(the "Seafax Lot"); and
- (b) \$249,200 with respect to Lot 8B as shown on Tax Map U-04.

IN WITNESS WHEREOF this Certificate has been executed as of this __ day of ____ 2005.

Municipal Assessor

EXHIBIT C

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2005, between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and BBW Real Estate, LLC (the "Developer"), a Maine limited liability company with a place of business in Cumberland, Maine,

Deleted: Seafax, Inc.

Deleted: corporation

WITNESSETH THAT

WHEREAS, the Town designated TIF District #2, the Route One South Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on March 14, 2005 (the "Orders") and pursuant to the same Orders adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Development Program effective March __, 2005, 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 the credit enhancement agreement contemplated by and described in the Development Program;

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

ARTICLE I: DEFINITIONS; 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 between the Town and the Developer.

"Current Assessed Value" shall mean the assessed value of the Seafax Lot, as certified by the municipal assessor as of April 1st of each year of the term of this Agreement.

"Developer" means BBW Real Estate, LLC, a Maine limited liability company, its successors and assigns.

Deleted: Seafax, Inc., a Maine corporation.

"Development Program" means the development program for the District as adopted by the Cumberland Town Council at a meeting held on March 14, 2005.

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

"District" means TIF District #2, the Route One South Municipal Development and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the Cumberland Town Council at a meeting held on March 14, 2005.

Deleted: at

~~[This term does not appear again.]~~

Deleted: "Effective Date" means the date of approval of the District by the Maine Department of Economic and Community Development.

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

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: Revenues

Deleted: Revenues

Deleted: Revenues

Deleted: Revenues

(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.

~~[This is covered in Section 8.3.1.]~~ **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.

Deleted: (f) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as otherwise provided in Section 3.4 hereof.

Deleted: ¶
¶

ARTICLE II: SEAFX 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 "TIF District #2, the Route One South Municipal Development Tax Increment Financing District 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 two subaccounts or funds consisting of the Seafax Project Cost Account and the Town's Project Cost Account. All funds in the Sinking Fund and the Town's Project Cost Account 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 Seafax Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Seafax 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 Seafax Project Cost Account. The Town shall deposit into the Seafax 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 (Seafax 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 (Seafax Share) prior to and after deposit thereof into the Seafax 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.

Deleted: Revenues

Deleted: Revenues

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Seafax 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.

¶ W0320385.11

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Seafax 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 Seafax 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 Seafax Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on July 1, 2005 and shall end on the earlier of (i) June 30, 2026, or (ii) the date on which the total payments of Tax Increment (Seafax Share) by the Town to Developer, its successors or assigns, pursuant to this Agreement equal \$550,000, 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 Seafax Lot, whichever is later, payments equal to the Tax Increment (Seafax Share) for each Fiscal Year of the Town during the term of this Agreement. [Covered in Section 3.5 already.]

(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 Seafax Lot 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 Seafax Lot, 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 Seafax 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 (Seafax 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.

[Seafax does not agree to pay taxes forever, if the property becomes tax exempt.]

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 item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall be entitled to initiate an action against the Town to specifically

Deleted: 5

Deleted: Revenues

Deleted: 0

Deleted: T

Deleted: Revenues

Deleted: The obligation of the Town to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Seafax's Share) actually paid by the Developer, 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 State of Maine or any political subdivision thereof.

Deleted: on

Deleted: Revenues

Deleted: (d) Developer covenants and agrees that in the event that title to Seafax Lot 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 Seafax Lot, 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, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Seafax Lot, as if and under the assumption that the Seafax Lot 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 Seafax Lot had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

[Seafax does not agree to pay taxes forever, if the property becomes tax exempt.]

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 item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. 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 (Seafax Share) into the Seafax Project Cost Account established thereunder and make required payments to Developer.

Deleted: Revenues

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 Seafax Lot. 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.

Deleted:

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 (Seafax 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 Seafax 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 (Seafax 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 Seafax Project Cost Account established under this Agreement.

Deleted: Revenues

Deleted: Revenues

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 (Seafax 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 Seafax Project Cost Account established under this Agreement.

Deleted: Revenues

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 (Seafax 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 (Seafax 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 (Seafax Share) for such year, the calculations shall be final and binding on all parties.

Deleted: Revenues

Deleted: Revenues

Deleted: Revenues

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 1/2% of all amounts paid by the Town to the Developer pursuant to this Agreement, which payment shall be made in equal installments each year on the same dates as real estate taxes are due and payable in the Town. If the Agreement terminates, nothing will be paid to Developer.

Deleted: Notwithstanding any of the provision of this Agreement, this section shall survive any termination of this Agreement.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Seafax 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 Seafax 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 Seafax 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 Seafax 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 Seafax 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 Seafax 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 Seafax Project

Section 4.4. No Disposition of Seafax 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 Seafax 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 Seafax 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 Seafax 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.

Deleted:

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 or in 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. ~~It didn't see how Section 3.1 affected this Section.~~ 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.

Deleted: Except as provided in Section 3.1 hereof.

Deleted: t

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 Seafax Lot from its intended use as an office building or in the event of any material expansion of the initial building to be constructed on the Seafax Lot.

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 Seafax Lot) 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 Seafax Lot, 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 Seafax Lot. ~~Provided the information and other conditions described in this Section 7.2 is provided or satisfied, 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 Seafax Lot, this Agreement and all rights of Developer, its successors and assigns under this Agreement shall terminate.

Deleted: The Town shall have the right to withhold such consent in the sole discretion of the Town.

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 Seafax Lot.

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 Town Council 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 Cumberland
P.O. Box 128
Cumberland Center, ME 04021-0128

If to the Developer:

BBW Real Estate, LLC
Route One
Cumberland, ME.

Deleted: Seafax, Inc.

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

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

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

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

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

Section 8.12. Disputes. The Town and the Developer both 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 ~~(Seafax 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.

Deleted: Revenues

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:

TOWN OF CUMBERLAND

By: _____
Its

BBW REAL ESTATE, LLC

By: _____
Its

Deleted: Seafax, Inc.

Schedule A

Request for Payment

The undersigned BBW Real Estate, LLC (the "Developer") does hereby request payment in the amount of \$ _____ from the Town of Cumberland out of the Seafax Project Cost Account established under the Development Program of TIF District #2, the Route One South Municipal Development District and Tax Increment Financing District and does hereby certify to the Town of Cumberland 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]

Deleted: Seafax, Inc.

☐

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 Seafax Project Cost Account.

The Developer further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated _____ 2005 between the Town of Cumberland 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: _____

BBW REAL ESTATE, LLC

Deleted: Seafax, Inc.

By: _____
Its

EXHIBIT D

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 following is the process used to derive each of these tax shifts.

EDUCATION TAX SHIFT: Computed by comparing State Department of Education Form ED 261 for the Town with and without retained CAV.

Deleted: 271

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

The relevant computations are as follows:

COUNTY TAX SHIFT: County Valuation \$26,458,600,000

Average Retained CAV	\$12,625,000	
County Tax	2005	\$18,909,631 1.50%
	2004	\$18,630,177 2.49%
	2003	\$18,177,558 5.63%
	2002	\$17,208,639 19.47%
	2001	\$14,363,446

Note: Average Increase: 7.27%; however, due to the large County tax increases over the past 5 years, the average increase in County tax was reduced to 3% per year to result in an adjusted Midpoint Increase in 15 years of \$30,344,406.52

Midpoint Increase - 15 years: \$30,344,406
 Town Valuation = \$894,000,000
 Average CAV = \$12,625,000
 Projected Town Share (w/o CAV) = .03379
 Projected Town Share (w/CAV) = .03412
 Difference (w/CAV) = .00033 x \$30,344,406 = \$10,013.65
 Average Annual County Tax Shift = \$10,013.65 year x 30 years = \$300,409.50

EDUCATIONAL AID TAX SHIFT:

From ED261	Current Local Allocation	Revised ED261 if
	(Entire District)	\$12,625,000 Valuation were added
Operating Costs (Line 30):	7,781,905.05	7,853,507.21
Program Costs (Line 39):	1,478,756.25	1,496,497.83
Debt Service (Line 47):	<u>511,033.91</u>	<u>516,914.81</u>
	9,771,695.21	9,866,919.85

Estimated Local Allocation of Costs if Valuation added without TIF: \$9,866,919.85
 Current Local Allocation: -\$9,771,695.21
 95,224.64
x 30 years
 \$2,856,739.20

REVENUE SHARING TAX SHIFT:

Population = 7567
 Total local tax levied = \$14,839,515
 State Valuation = \$894,000,000
 Average CAV = \$12,625,000
 Revenue Sharing Amount = \$652,801.48
 Step One: $\frac{7,567 \times \$14,839,515}{\$894,000,000} = 125,604.71$ (Current Factor)
 Step Two: $\frac{7,567 \times \$14,839,515}{\$894,000,000 + \$12,625,000} = 123,855.63$ (Adjusted Factor)
 Step Three: $\frac{125,604.71}{123,855.63} = 1.014121925$
 Step Four: $1.014121925 - 1.000 = 0.014121925$
 Step Five: $(0.014121925) \times \$652,801.48 = \$9,218.81/\text{year}$ or \$276,564.41 over 30 years

EXHIBIT E

**TOWN OF CUMBERLAND
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Cumberland will hold a public hearing on March 14, 2005 at 7:00 p.m. at the Town Hall, 290 Tuttle Road in Cumberland for the purpose of receiving public comments on the designation of its proposed TIF District #2, the Route One South Municipal Development District and Tax Increment Financing 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 F

TOWN COUNCIL ORDERS

Ordered that the Town hereby (a) designates TIF District #2, the Route One South Municipal Development and Tax Increment Financing District and adopts the Development Program for the District, such designation and adoption to be on the terms and provisions of the "TIF District #2, the Route One South Municipal Development and Tax Increment Financing District Development Program" ("Development Program") as presented at this Town Council Meeting, and as has been on file in the Town Clerk's Office, a copy of which is incorporated herein by reference; (b) makes the findings set forth in the Development Program; (c) adopts 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; (d) authorizes the Town Manager 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 TIF District #2, the Route One South Municipal Development and Tax Increment Financing District and its Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206; and (e) authorizes and directs the Town Manager to execute and deliver a Credit Enhancement Agreement with Seafax, Inc., substantially in the form attached to the Development Program.

Debbie Flanigan

From: Eileen Wyatt [elwyatt363@hotmail.com]

Sent: Thursday, February 24, 2005 3:47 PM

To: Debbie Flanigan

While I was there Bill Longley called the lady from the Range Rd. about her cooking. She claims she cooks in her clients homes. We question that, but have no proof.

Eileen

2/24/2005

Debbie Flanigan

From: Eileen Wyatt [elwyatt363@hotmail.com]
Sent: Thursday, February 24, 2005 3:44 PM
To: Debbie Flanigan
Subject: RE: basil provisions

I haven't been in the new build-out. She had told me that the outside walk-in was gone. I had some concerns about that.

I found out that the Drinking Water Program will no longer be monitoring the water at that location because she will have fewer than 10 seats. I feel that the Town should monitor it at least yearly for heavy metals and that she should continue to have the water filter in place and functioning. I had commented to Bill Longley about this previously.

What is her phone #?

-----Original Message Follows-----

Eileen

From: "Debbie Flanigan" <dflanigan@cumberlandmaine.com>
To: <elwyatt363@hotmail.com>
CC: "Dan Small" <dsmall@cumberlandmaine.com>, "William Longley" <wlongley@cumberlandmaine.com>
Subject: basil provisions
Date: Thu, 24 Feb 2005 12:56:28 -0500
Basil provisions is moving from blanchard road to 137 main street. The town council will hold a public hearing on her app for vic lic on Monday. Have any of you done inspections at the new location? If so what is your recommendation?
Thanks
deb

2/24/2005

Debbie Flanigan

From: William Longley
Sent: Thursday, February 24, 2005 1:19 PM
To: Debbie Flanigan
Cc: 'Eileen Wyatt'; Dan Small
Subject: RE: basil provisions

My last inspection was a couple of weeks ago and they were just starting to sheetrock, we will complete a final inspection to allow OCCUPANCY prior to the opening of the business in the new location.

-----Original Message-----

From: Debbie Flanigan
Sent: Thursday, February 24, 2005 12:56 PM
To: 'Eileen Wyatt (elwyatt363@hotmail.com)'
Cc: Dan Small; William Longley
Subject: basil provisions

Basil provisions is moving from blanchard road to 137 main street. The town council will hold a public hearing on her app for vic lic on Monday. Have any of you done inspections at the new location? If so what is your recommendation?

Thanks

deb

2/24/2005

Debbie Flanigan

From: Alyssa Daniels
Sent: Thursday, February 24, 2005 2:50 PM
To: William Shane
Cc: Debbie Flanigan
Subject: agenda

Bill,

Neil Vining called a few minutes ago(2:30). He is set for agenda item # 05-027. He said that he has decided not to go forward with his request and would like to be taken off the agenda. His phone number is 846-5944 in case you'd like to call him for more information to report to the council or if you would like him to be present in order to report to the council. I know that he was in to see Bill Longley today also, so you might be able to get a little more insight from Bill before talking with Neil.

(Deb – just wanted to let you know so that you don't copy all of the backup materials for that item!)

Thanks!

Alyssa C. Daniels
Town of Cumberland
(207)829-2205

2/24/2005

Chebeague Island, Me.,
Feb. 27, 2005

A Letter to All School Board Members:

Dear sir or madam,

I am writing this letter in regard to the closing of one room at the school on Chebeague. My husband and I have lived on the Island all our lives, raised four children - all graduating from Greely High School and two graduated from college. The other two chose to go out in the workforce following graduation. We always felt the education of our kids on Chebeague was excellent and we still feel that way.

I could list the many reasons I am reluctant to have younger children sent on the boats daily to the mainland. I have 2 grandchildren presently in Chebeague School and a third will enter in another year. I am sure other people will address that issue. My husband and I have deep concern regarding the impact of such a decision on Chebeague Island as a whole community. We know the lack of sufficient grades on the Island will absolutely keep young parents from living here or even moving here. There is a continuing struggle to attract young people to the Island and having grades K thru 5 here is a major selling point in their decisions to become residents.

Please do not pursue this route any longer. It will have devastating effects on all concerned. We do hope you will honor our petition and hold a School Board meeting here on the Island early in March.

Thank you for listening to my concerns. I feel it is important for the Board to hear the opinion of many islanders.

Sincerely,

Dianne Calder
Dianne Calder

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2005, between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and [insert name of proposed lot owner] (the "Developer"), a Maine limited liability company with a place of business in Cumberland, Maine.

WITNESSETH THAT

WHEREAS, the Town designated the Town of Cumberland Tax Increment Financing District (the "District") pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on March 11, 1996 (the "Order") and pursuant to the same Order adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Development Program effective March 31, 1996, and

WHEREAS, the Town on _____, 2005 amended the Development Program for the District and the Maine Department of Economic and Community Development has reviewed and approved the amendment to the Development Program effective _____, 2005, 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 the credit enhancement agreement contemplated by and described in the Development Program;

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

ARTICLE I: DEFINITIONS; 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 between the Town and the Developer.

"Current Assessed Value" shall mean the assessed value of Norton Lot, as certified by the municipal assessor as of April 1st of each year of the term of this Agreement.

"Developer" means [Norton—insert name of lot owner], a Maine _____.

"Development Program" means the development program for the District, as amended, as adopted by the Town Council at a meeting held on March 11, 1996, as amended on March __, 2005.

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

"District" means TIF District #1, the Town of Cumberland Tax Increment Financing District approved by the Town on March 11, 1996 pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by vote at Town Council at a meeting held on _____, 2005.

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

"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, 2005 and ending June 30, 2006.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of Norton Lot exceeds the Original Assessed Value. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Norton Project Cost Account" means the Norton Project Cost Account established and maintained pursuant to Article II hereof and the Development Program.

"Norton Lot" means the real estate to be acquired by Developer which is shown as lot 3 on the Cumberland Business Park Subdivision Plan recorded in the Cumberland County Registry of Deeds, Plan Book ___, Page ___, which lot is a portion of Lot 1 on Tax Map R-02D of the Town.

"Original Assessed Value" means initially \$23,500*[note this is the number for lot 4, which Bill thought was the Norton lot; Bill Healy will provide correct number for lot 4]*, the original assessed value of the Norton Lot determined as of March 31, 2004, as the same may be adjusted from time to time in accordance with Section 3.7 hereof.

"Project" means the Norton Capital Program within the District as described in the Development Program.

"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 Norton Capital Program described in the Development Program.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Norton Lot (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 Norton Lot but excluding all personal property taxes and excluding real property taxes on any other real property in the District.

"Tax Increment Revenues (Norton Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Norton Lot, which are to be deposited by the Town in the Norton 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 Revenues (Norton Share) for each year of the term of this Agreement shall be calculated as follows: First, the amount of the Tax Increment solely on the Norton Lot shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value of the Norton Lot from the total real Property Tax for such year on the Current Assessed Value of the Norton Lot for such year, the result being the amount of the "Norton Lot Tax Increment" for such year; Second, 0.25 shall be multiplied by the Norton Lot Tax Increment, and the product thereof shall constitute the Tax Increment Revenues (Norton Share) for such year. Notwithstanding the foregoing, the total payments by the Town to Norton pursuant to this Agreement, determined on a cumulative basis, shall not exceed \$_____, and thus as soon as the cumulative amounts of Tax Increment Revenues (Norton Share) equal such \$_____ amount, thereafter the Tax Increment Revenues (Norton Share) shall equal zero (0).

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

"Town" means the Town of Cumberland, 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.

(f) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as otherwise provided in Section 3.4 hereof.

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: NORTON 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 "TIF District #1, the Town of Cumberland Tax Increment Financing District 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 subaccounts for each separate taxable parcel of property located in the District. Within the subaccount relating to the Norton Lot, there shall be two sub-subaccounts consisting of the Norton Project Cost Account and the Town's Project Cost Account. All funds in the Sinking Fund and the Town's Project Cost Account and all funds in subaccounts relating to lots located in the District other than the Norton Lot 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 Norton Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Norton 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 Norton Project Cost Account. The Town shall deposit into the Norton 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 Revenues (Norton 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 Revenues (Norton Share) prior to and after deposit thereof into the Norton 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 Norton 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. Monies in the Norton 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 so invested are 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 direct the sale or conversion to cash of investments made with monies in the Norton Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on July 1, 2005 and shall end on the earlier of (i) June 30, 2025, or (ii) the date on which the total payments of Tax Increment Revenues (Norton Share) by the Town to Developer, its successors or assigns, pursuant to this Agreement equal \$_____, determined on a cumulative basis. 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 Norton Lot, whichever is later, payments equal to the Tax Increment Revenues (Norton Share) for each Fiscal Year of the Town during the term of this Agreement. The obligation of the Town to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Norton's Share) actually paid by the Developer, 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 State of Maine or any political subdivision thereof.

(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 Norton Lot 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 on 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 Norton Lot, 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 Norton 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 Revenues (Norton 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 Norton Lot 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 Norton Lot, 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, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Norton Lot, as if and under the assumption that the Norton Lot 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 Norton Lot 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 item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. 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 Revenues (Norton Share) into the Norton 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 Norton Lot. 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 Revenues (Norton 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 Norton 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 Revenues (Norton 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 Norton 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 Revenues (Norton 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 Revenues (Norton 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 Revenues (Norton 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 1/2% of all amounts paid by the Town to the Developer pursuant to this Agreement, which payment shall be made in equal installments each year on the same dates as real estate taxes are due and payable in the Town. Notwithstanding any of the provision of this Agreement, this section shall survive any termination of this Agreement.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Norton 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 Norton 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 Norton 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 Norton 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 Norton 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 Norton 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 Norton 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 Norton 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 Norton 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 or in 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 shall 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. Except as provided in Section 3.1 hereof, 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 Norton Lot from its intended use as an office building or in the event of any material expansion of the initial building to be constructed on the Norton Lot.

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 Norton Lot) 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 Norton Lot, 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 Norton Lot. The Town shall have the right to withhold such consent in the sole discretion of the Town. In the event that such written consent is not given, upon transfer of title to the Norton Lot, 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 Norton Lot.

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 Town Council 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 Cumberland
	P.O. Box 128
	Cumberland Center, ME 04021-0128

If to the Developer:

Route One
Cumberland, ME.

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 the parties hereto.

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

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

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

Section 8.12. Disputes. The Town and the Developer both 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 Revenues (Norton 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:

TOWN OF CUMBERLAND

By: _____
Its

[insert name]

By: _____
Its

**FIRST AMENDMENT TO TOWN OF CUMBERLAND
TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

1. Overview. On March 11, 1996, the Town Council approved the Town of Cumberland Tax Increment Financing District Development Program (the "Development Program"). The Development Program for that first TIF as adopted in 1996 expires on June 30, 2017.

Norton *insert name of proposed lot owner* (hereinafter "Norton") proposes to acquire a portion of the property located in the District described in the Development Program. Norton has requested that the Town amend the Development Program to extend the term of the Development Program in order to provide tax increment financing for a new office building proposed by Norton on Route One in Cumberland.

2. Capital Program Proposed by Norton. Norton through its affiliate Norton Insurance has been providing insurance products in southern Maine since 1958. Norton Insurance offers a full range of insurance products including: personal insurance, business insurance and group home and auto, backed by a depth of professional trained insurance technicians. Norton Insurance is licensed to do business in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, and Florida.

Norton Financial Services, another affiliate of Norton, has been delivering integrated employee benefits and wealth management services to clients primarily throughout Southern Maine since 1988. The principals represent over 50 years of experience in developing long-term client relationships through effective solutions designed to meet the needs of successful business owners, executives and individuals. As an affiliated corporation of the Norton Insurance Agency, Norton Financial Services also provides the capability to coordinate various property and casualty needs to business owners and individuals.

Due to recent and anticipated business growth, Norton now contemplates constructing a 12,500 square foot, Class A office building with a brick/clapboard facade on Route 1 in Cumberland (the "Norton Capital Program"). The completed project will be landscaped and the end result will be an attractive, professional office building situated at the northern entrance to Cumberland's Route 1 development corridor. Norton anticipates total project costs of approximately \$2,100,000. Norton Insurance and Norton Financial Services will initially occupy not less than 10,000 square feet of the office space. If Norton Insurance and Norton Financial Services do not initially occupy the remaining 2,500 square feet of space, they will consider sub-letting to an appropriate tenant for between 3-5 years until Norton Insurance and Norton Financial Services grow into the space.

Norton has requested that the Town providing tax increment financing to Norton in order to pay a portion of the costs of the Norton Capital Program as an incentive for Norton to locate its new office building in the Town. The cost of the Norton Capital Program and any continuing investment by Norton will be financed by Norton through equity of Norton, various borrowings by Norton and a portion of the tax increment revenues from the District. As part of the Development Program, the Town and Norton will enter a Credit Enhancement Agreement pursuant to which the Town will pay to Norton a portion of Tax Increment Revenues relating solely to the real property of Norton to pay a portion of the costs of the Norton Capital Program.

This Amendment to Development Program thus will provide significant economic benefit to the Town by providing a financial incentive for Norton to locate its headquarters in the Town and thereby will expand and diversify the commercial tax base of the Town and increase employment and development opportunities in the Town. The means and objectives of the Development Program, as amended hereby, thus are, in part, to provide financial assistance to the Norton Capital Program. The Town by adopting this Amendment to Development Program finds that the Development Program, as amended herein, to include

the Norton Capital Program will provide substantial new employment opportunities in the Town, will significantly improve and broaden the Town's tax base and will improve the general economy of the Town.

3. Public Facilities, Improvements and Programs. The Town desires to expand and diversify its tax base. In order to do so, however, a number of new public infrastructure improvements are needed in order to make areas with the commercial, business and industrial zones of the Town suitable for commercial development. Therefore, the tax increment revenues, as described in Section 7 hereof, not allocated to Credit Enhancement Agreements or to the Municipal Facilities described in the original 1996 Development Program, will be allocated to finance some or all of the costs of the following public facilities, improvements or programs (the "Public Facilities, Improvements and Programs"):

- Extensions of water lines and other environmental improvement projects (to the extent not financed by other TIF Districts in the Town) to areas suitable for commercial development in order to facilitate diversification of the Town's tax basis by increasing commercial development in the Town.
- Economic Development Director and ongoing administrative expenses associated with this development effort to the extent not financed by other TIF Districts in the Town

The projects currently under consideration to be included in 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 the Town. In view of the costs, therefore, the Town contemplates financing such Public Facilities, Improvements and Programs from a number of separate tax increment financing districts to be created along Route One as that part of the Town is developed.

Costs of the Public Facilities, Improvements and Programs shall include all "Project Costs" as defined in Title 30-A, Chapter 206, Section 5225 of the Maine Revised Statutes. 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 sewer improvements and extensions to facilitate additional economic development in those areas or to mitigate the impact of the District; (iii) public roads, sidewalks and traffic safety enhancements to areas impacted by traffic expected to be generated from the District; (iv) the Town's economic development programs, as permitted under 30-A M.R.S.A. Chapter 206; and (v) 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.

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. The Development Program thus will provide financing for certain important Public Facilities, Improvements and Programs currently under consideration by the Town. These projects either are related to the Development Program or are otherwise qualifying projects under Chapter 206 of Title 30-A of the Maine Revised Statutes.

4. Cost Estimates. The estimated costs of the Public Facilities, Improvements and Programs and the Norton Capital Program are as follows:

Public Facilities, Improvements and Programs:

Water line extensions

Interest Expense on Bonds

Economic Development Director and Administration

Norton Capital Program

Construction and development of the Norton building

\$2,100,000

5. Debt. The Town will not incur any indebtedness in connection with the Norton Capital Program. Norton will finance the Norton Capital Program through a combination of Norton's funds, various loans and a portion of the Tax Increment with respect to the real property of Norton located within the District. The Town anticipates that it will elect at a future date to incur indebtedness of approximately \$_____ to finance a portion of the Public Facilities, Improvements and Programs but no such indebtedness is authorized at this time.

6. Program Duration. The program duration as set forth in the Development Program and the term of the District are hereby extended for an additional 10 years. The term of the District and this Development Program thus will end on June 30, 2027.

7. Amendment to Financial Plan. The Development Program as adopted by the Town in 1996 provides that: (a) 25% of the tax increment revenues would be captured for the purpose of providing financing to private parties pursuant to Credit Enhancement Agreements to finance commercial development in the District; (b) 25% of the tax increment revenues would be captured for the purpose of financing the municipal facilities described in the 1996 Development Program; and (c) the remaining 50% of the tax increment revenues would be allocated to the General Fund of the Town. The Development Program is hereby amended to provide that (a) up to 25% of the tax increment revenues will be captured for the purposes of providing financing to private parties pursuant to Credit Enhancement Agreements to finance commercial development in the District; (b) 25% of the tax increment revenues will continue to be captured for the purpose of financing the municipal facilities described in the 1996 Development Program; and (c) the remaining the tax increment revenues will be applied to the Public Facilities, Improvements and Programs described herein (resulting in a total captured value of 100%). Tax increment revenues designated in the original Development Program as available for Credit Enhancement or available for the municipal facilities described in the original 1996 Development Program to the extent not so utilized may be applied to the costs of the Public Facilities, Improvements and Programs described herein. The Town thus 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 Development Program, as amended hereby.

The amount of the total Increased Assessed Value that is to be paid each year to Norton under the Credit Enhancement Agreement between Norton and the Town to pay or reimburse costs of the Norton Capital Program shall be limited to 25% of the Increased Assessed Value (determined as if the Original Assessed Value of the real property owned by Norton was determined as of March 31, 2004) solely with respect to the real property within the District owned by Norton (hereinafter the Tax Increment Revenues (Norton Share)), and not the Increased Assessed Value of the entire District. Thus the Tax Increment Revenues (Norton Share) for each year of the term of the Credit Enhancement Agreement to be entered between the Town and Norton shall be calculated as follows: First, the amount of the Tax Increment (determined as if the Original Assessed Value of the real property owned by Norton was determined as of March 31, 2004) solely with respect to the real property to be acquired by Norton, being the real estate to be acquired by Developer which is shown as lot 3 on the Cumberland Business Park Subdivision Plan recorded in the Cumberland County Registry of Deeds, Plan Book ___, Page ___, which lot is a portion of Lot 1 on Tax Map R-02D of the Town (such lot being hereinafter called the "Norton Lot") shall be

determined by subtracting the real property tax for such year on the \$23,500 [Bill Healy to check and confirm this number] original assessed value (determined as of March 31, 2004) of the Norton Lot from the total real property tax for such year on the entire then current assessed value of the Norton Lot (the result being hereinafter called the "Norton Lot Tax Increment"); Second, 0.25 shall be multiplied by the Norton Lot Tax Increment, and the product thereof shall constitute the Tax Increment Revenues (Norton Share) for such year. Notwithstanding the foregoing, the total Credit Enhancement Agreement payments by the Town to Norton, determined on a cumulative basis, shall not exceed \$____, and thus as soon as the cumulative amounts of Tax Increment Revenues (Norton Share) paid by the Town to Norton equal such \$____ amount, thereafter the Tax Increment Revenues (Norton Share) shall equal zero (0).

The amount of the total Increased Assessed Value 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 Increased Value of the entire District excluding only: (a) the Tax Increment Revenues (Norton Share) and any tax increment revenues payable to any other private party under any Credit Enhancement Agreement (provided that the total tax increment revenues payable under all Credit Enhancement Agreements entered with respect to property in the District shall not exceed 25% of the tax increment), and (b) the 25% of the tax increment revenues that shall continue to be applied to finance or reimburse the costs of the municipal facilities and improvements described in the original 1996 Development Program.

The following table sets forth the estimated Tax Increment Revenues (Norton Share):

Year	Estimated Tax Increment	Estimated Norton Lot Tax Increment Revenues	Estimated Tax Increment Revenues (Town Share)	Tax Increment Revenues (Norton Share)
1	\$0	\$0	\$0	\$0
2	\$2,000,000	\$38,400	\$28,800	\$9,600
3	\$2,000,000	\$38,400	\$28,800	\$9,600
4	\$2,000,000	\$38,400	\$28,800	\$9,600
5	\$2,000,000	\$38,400	\$28,800	\$9,600
6	\$2,000,000	\$38,400	\$28,800	\$9,600
7	\$2,000,000	\$38,400	\$28,800	\$9,600
8	\$2,050,000	\$39,360	\$29,520	\$9,840
9	\$2,101,250	\$40,344	\$30,258	\$10,086
10	\$2,153,781	\$41,353	\$31,014	\$10,338
11	\$2,207,626	\$42,386	\$31,790	\$10,597
12	\$2,262,816	\$43,446	\$32,585	\$10,862
13	\$2,319,387	\$44,532	\$33,399	\$11,133
14	\$2,377,372	\$45,646	\$34,234	\$11,411
15	\$2,436,806	\$46,787	\$35,090	\$11,697
16	\$2,497,726	\$47,956	\$35,967	\$11,989
17	\$2,560,169	\$49,155	\$36,866	\$12,289
18	\$2,624,173	\$50,384	\$37,788	\$12,596
19	\$2,689,778	\$51,644	\$38,733	\$12,911
20	\$2,757,022	\$52,935	\$39,701	\$13,234
Averages	\$2,151,895	\$41,316	\$30,987	\$10,329
Totals			\$619,746	\$206,582

The following table sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, (b) the estimated amount of the Tax Increment

Revenues (Norton Share) and (c) the estimated amount of the Tax Increment Revenues (Town Share) for Public Facilities, Improvements and Programs, and (d) the estimated amount of Tax Increment Revenues (Town Share) for the Municipal Facilities described in the 1996 Development Program.

Fiscal Year	Estimated Increased Assessed Value of Entire District	Estimated Tax Rate	Estimated Total Tax Increment of Entire District	Estimated Tax Increment (Town Share) For Municipal Facilities described in 1996 Development Program	Estimated Tax Increment (Town Share) For New Public Facilities, Improvements and Programs
2006	\$11,389,000	\$19.20	\$124,710	\$31,177.50	\$ 93,532.50
2007	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2008	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2009	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2010	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2011	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2012	\$13,389,000	\$19.20	\$146,610	\$36,652.50	\$100,357.50
2013	\$13,723,725	\$19.20	\$150,275	\$37,568.75	\$102,866.25
2014	\$14,066,818	\$19.20	\$154,032	\$38,508.00	\$105,438.00
2015	\$14,418,489	\$19.20	\$157,882	\$39,470.50	\$108,073.50
2016	\$14,778,951	\$19.20	\$161,830	\$40,457.50	\$110,775.50
2017	\$15,148,425	\$19.20	\$165,875	\$41,468.75	\$113,544.25
2018	\$15,527,135	\$19.20	\$170,022	0	\$158,889.50
2019	\$15,915,314	\$19.20	\$174,273	0	\$162,862.00
2020	\$16,313,196	\$19.20	\$178,630	0	\$166,933.00
2021	\$16,721,026	\$19.20	\$183,095	0	\$171,106.00
2022	\$17,139,052	\$19.20	\$187,673	0	\$175,384.00
2023	\$17,567,528	\$19.20	\$192,364	0	\$179,768.00
2024	\$18,006,716	\$19.20	\$197,174	0	\$184,263.00
2025	\$18,456,884	\$19.20	\$202,103	0	\$188,869.00
2026	\$18,918,306	\$19.20	\$207,155	0	\$207,155.00
2027	\$19,391,264	\$19.20	\$212,334	0	\$212,334.00

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 for each separate taxable parcel of property located in the District. Within the subaccount relating to the Norton Lot, there shall be two sub-subaccounts consisting of the Norton Project Cost Account and the Town's Project Cost Account. The Norton Project Cost Account will be pledged to and charged with payment of amounts due to Norton under the Credit Enhancement Agreement. Upon receipt of each payment of property tax from Norton on the Norton Lot, the Town shall deposit into the Norton Project Cost Account that portion of each payment constituting the Tax Increment Revenues (Norton Share). The amounts in the Norton Project Cost Account shall be used and applied solely to fund the payments to Norton under the Credit Enhancement Agreement. The Town shall deposit the balance of the property taxes paid by Norton and all other property taxes with respect to other property in the District in the Town's Project Cost Account (the "Tax Increment Revenues (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 herein 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 Revenues (Norton Share). 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 revenues 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 Norton Project Cost Account.

8. Additional Findings. The terms of the Development Program, as amended hereby, shall remain in full force and effect. The Town finds and determines that this Amendment, and pursuit of the Development Program will make a contribution to the economic growth or well-being of the Town and the betterment of the health, welfare or safety of its inhabitants, including employment opportunities, retirement community services, broadened and improved tax base and any adverse economic effect on 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. This First Amendment is hereby made part of the Development Program, without the requirement of any further action by the Town, the Town Council or any party. The Town Manager is hereby authorized and directed, on behalf of the Town to execute and submit to the Commissioner of Department of Economic and Community Development ("DECD") such applications and further documentation as may be necessary or appropriate for any necessary final approval of this First Amendment; and the Town Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to this Amendment as he deems reasonably necessary or convenient in order to facilitate the process for review and approval of this First Amendment by the Commissioner of DECD, so long as such revisions are not inconsistent with this First Amendment or the basic structure and intent of the District.

9. Public Hearing and Town Approval. Before adopting this Amendment to the Development Program, the Town Council held a public hearing. Notice of the hearing was published on March 3, 2005, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the Town. A copy of the Notice of Public Hearing is attached hereto as Exhibit A. The Public Hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5226 on March 14, 2005. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program. The Town Council Orders, approving this Amendment to the Development Program, as proposed for adoption by the Town Council of the Town at a meeting thereof duly called and held on March 14, 2005, are attached hereto as Exhibit B.

10. Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of tax increment financing districts, Exhibit C hereto sets forth below identifies the estimated tax shifts which will result during the term of the District from the establishment of the District and a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

Exhibit A

**TOWN OF CUMBERLAND
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Cumberland will hold a public hearing on March 14, 2005 at 7:00 p.m. at the Town Hall, 290 Tuttle Road in Cumberland for purposes of receiving public comments on the proposed First Amendment to the Town of Cumberland Tax Increment Financing District Development Program as approved by the Town on March 11, 1996, pursuant to the provisions of Chapters 206 and 207 of Title 30-A of the Maine Revised Statutes, as amended.

A copy of the proposed First Amendment to the 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 B

TOWN COUNCIL ORDERS

Ordered: that the Town, acting pursuant to the provisions of Title 30-A, Chapters 206 and 207 of the Maine Revised Statutes, (a) adopts the First Amendment to the Town of Cumberland Tax Increment Financing District Development Program, (the "First Amendment to Development Program"), amending the Development Program approved by the Town Council on March 11, 1996, as presented to this Town Council Meeting and as has been on file in the Town Clerk's Office, a copy of which is incorporated herein and made a part of the minutes of this Town Meeting; (b) makes the findings set forth in the Development Program; (c) authorizes the Town Manager 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 of such First Amendment to Development Program; and (d) authorizes and directs the Town Manager to execute and deliver a Credit Enhancement Agreement with Norton Financial Services, Inc., substantially in the form submitted to the Town Council in connection with the First Amendment to Development Program.

Exhibit C

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 following is the process used to derive each of these tax shifts.

EDUCATION TAX SHIFT: Computed by comparing State Department of Education Form ED 271 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: $.X (\text{Total Municipal Revenue Sharing Amount}) = \text{Revenue Sharing Shift}$

The relevant computations are as follows:

COUNTY TAX SHIFT:

County Valuation	\$26,458,600,000	
Average Retained CAV	\$15,350,000	
County Tax	2005	\$18,909,631 1.50%
	2004	\$18,630,177 2.49%
	2003	\$18,177,558 5.63%
	2002	\$17,208,639 19.47%
	2001	\$14,363,446

Note: Average Increase: 7.27%; however, due to the large County tax increases over the past 5 years, the average increase in County tax was reduced to 3% per year to result in an adjusted Midpoint Increase in 11 years of \$26,175,350

Midpoint Increase - 11 years: \$26,175,350
 Town Valuation = \$894,000,000
 Average CAV = \$15,350,000
 Projected Town Share (w/o CAV) = .03379
 Projected Town Share (w/CAV) = .03383
 Difference (w/CAV) = .00004. x \$26,175,350 = \$1,047.01
 Average Annual County Tax Shift = \$1,047.01/year x 22 years = \$23,034.22

EDUCATIONAL AID TAX SHIFT:

From ED261	Current Local Allocation (Entire District)	Revised ED261 if \$15,350,000 Valuation were added
Operating Costs (Line 30):	7,781,905.05	7,869,418.80
Program Costs (Line 39):	1,478,756.25	1,499,478.75
Debt Service (Line 47):	<u>511,033.91</u>	<u>518,192.48</u>
	9,771,695.21	9,887,090.03

Estimated Local Allocation of Costs if Valuation added without TIF: \$9,887,090.03
 Current Local Allocation: -9,771,695.21
 115,394.82
 x 22 years
 \$2,538,686.04

REVENUE SHARING TAX SHIFT:

Population = 7567
 Total local tax levied = \$14,839,515
 State Valuation = \$894,000,000
 Average CAV = \$15,350,000
 Revenue Sharing Amount = \$652,801.48
 Step One: $\frac{7,567 \times \$14,839,515}{\$894,000,000} = 125,604.71$ (Current Factor)
 Step Two: $\frac{7,567 \times \$14,839,515}{\$894,000,000 + \$15,350,000} = 123,484.48$ (Adjusted Factor)
 Step Three: $\frac{125,604.71}{123,484.48} = 1.017170011$
 Step Four: $1.017170011 - 1.00 = 0.017170011$ Step Five: $(0.017170011) \times \$652,801.48 =$
 \$11,208.61/year or \$246,589.42 over 22 years

TOWN OF CUMBERLAND, MAINE
APPLICATION FOR VICTUALER'S (Food Service Establishment) LICENSE

Business or Trade Name: Mary- Ellen
Business Address: c/o Mary- Ellen Perry 264 Greely Rd.
Name of Manager: ↑ Bus. Phone: 632-9879

Date of Event or New License: _____

Signature of Authorized Person: Mary- Ellen Perry Date: 2/18/2005

+++++
CHECK THE PROPERTY CATEGORY OF REQUESTED LICENSE:

- (a) Restaurant or Victualer not serving malt beverages on the premises \$50.00 _____
- (b) Restaurant or Victualer serving malt beverages on the premises \$50.00 _____
- (c) Class A Restaurant, as defined by the Revised Statutes of Maine, serving both malt liquor and spirituous and vinous liquor \$50.00 _____
- (d) A business establishment such as, but not limited to, retail grocery stores, food storage warehouses, bakeries, delicatessen stores, and dairy product stores, where food is stored or is kept for sale and where the total area of the establishment is less than 10,000 square feet \$25.00 ☒ *Make Whoopie P. at home*
- (e) Same as (d) but total area of the establishment is more than 10,000 square feet \$25.00 _____
- (f) Eating and Lodging places. Any place where eating and sleeping accommodations are furnished to the public such as hotels, motels and bed and breakfasts \$100.00 _____
- (g) Establishment operated by Non-Profit organization NO FEE _____
- (h) Vending Machine \$10.00 _____
- (i) Temporary Vending Unit operating at a fair. Per Unit: \$10.00 _____
Name & type of vending unit(s): _____

Enclose CHECK payable to: Town of Cumberland
SEND TO: TOWN CLERK, 290 Tuttle Road, Cumberland ME 04021

Application Rec'd: 2-18-05 Date of Issuance _____ Cert No. _____

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

Mary-Ellen

284 Greely Road
Cumberland, Maine 04021
207.632.9879



BATH SAVINGS INSTITUTION
BATH, MAINE 04530

52-7444/2112

1007

2/20/2005

PAY TO THE
ORDER OF

Town Of Cumberland

\$ **25.00

*Twenty-Five and 00/100****** DOLLARS

MEMO

application for Virtualer's License

Mary-Ellen Perry



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TOUCH OR PRESS HERE RED IMAGE DISAPPEARS WITH HEAT

001007 211274447 053 1311 2

TOWN OF CUMBERLAND, MAINE
Report of the HEALTH OFFICER

RESTAURANT/TAKE OUT NAME:

"Mary-ellen's" Mary Ellen Perry 632-9879

State Licensure Human Soc/Agriculture expires #

- 1) **FOOD SUPPLY & SOURCE** COMMERCIAL
- 2) **FOOD PREPARATION & PROTECTION** clean counters & utensils
- 3) **FOOD TEMPERATURE** Refrigeration in normal range
- 4) **FOOD HANDLERS** clean, knowledgeable
- 5) **EQUIPMENT & UTENSILS** clean & well stored
- 6) **DISHWASHING** Dishwasher with adequate hot water
- 7) **TOXIC MATERIALS** Properly labelled & stored.
- 8) **WATER SUPPLY** TOWN WATER
- 9) **WASTE WATER** ~~sewer~~ septic system
- 10) **TOILET & HAND WASH FACILITIES** well supplied with soap & towels
- 11) **MAINTENANCE OF PHYSICAL FACILITIES** clean, orderly.
- 12) **INSECT/RODENT CONTROL** no problems observed.
- 13) **RUBBISH** CONTAINED
- 14) **PLUMBING - CROSS CONNECTIONS** no problems

COMMENTS:

She has not received her State license yet. It is in the mail.

Steve Giguere of the Dept. of Agriculture will mail her license.

Eden Wyatt
CUMBERLAND HEALTH OFFICER

2-24-05
Date

affect businesses
energy supply
The action
ential rates.

ristmas trees
sales gain

Christmas trees
in 2004, accord-
Christmas Tree
nwide poll con-
ordwide/Harris
ociation, 27.1 mil-
urchased a fresh
million from
the largest
since the indus-
consumer

on average,
rating \$1.15 billion
trees, up from

holds reported
al tree in 2004, a
from 2003. The
lucted Jan. 7-10 -
ouseholds and
gin of error.

ure building
and County

uction, a New
at tracks building
ported a 17 per-
in contracts for
Cumberland
when compared
year earlier.
f 76 percent
ntial construction,
was recorded in

struction con-
tood at \$4.2 mil-
6 million the pre-
l construction
compared to

period, overall
erland County
m 2003, with a
residential con-
and an 18 per-
ntial building to

probe

ernment in Scrushy's corporate your own," said Beam, adding years of nes.

beginning.

1-27-05

SHOPTALK

Special orders, special food

46 Range

HEIDI VALENZUELA

OCCUPATION: Owner/chef,
Name Your Diet,
Cumberland

CONTACT INFORMATION:

829-9363
www.nameyourdiet.com
heidi@nameyourdiet.com
AGE: 34

HOW LONG IN THIS BUSINESS:

Two years with Name
Your Diet; cooking and
delivering food since
1997

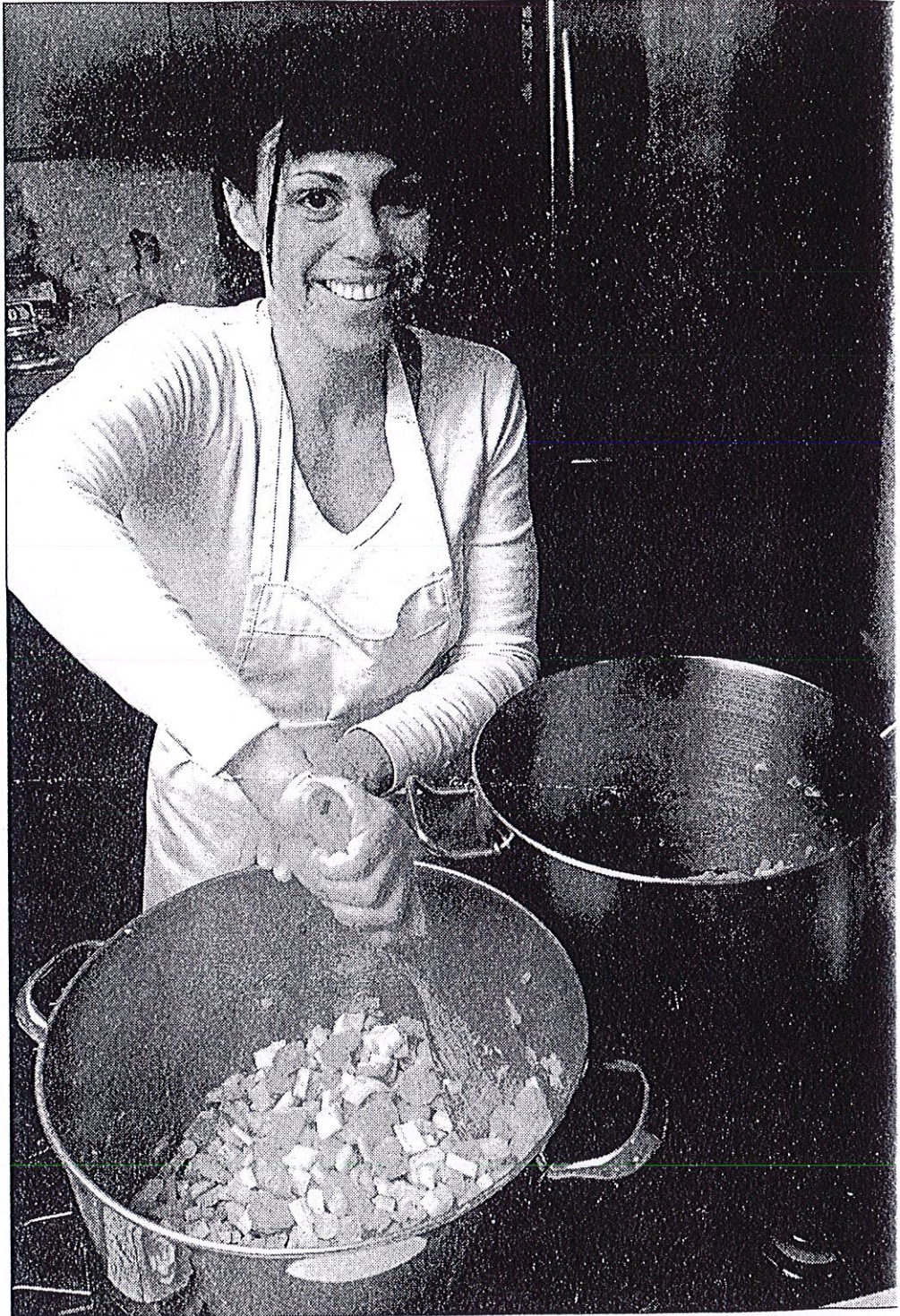
PREVIOUS JOB: Worked in
sales and marketing at
Travel & Leisure
magazine

DREAM JOB: I'd love to
write a cookbook

Q: What kind of cookbook
would you write?

A: I'm really into salsa,
and dressings, so it
would tend toward that. It's a
long process, as I add (reci-
pes) to the collection.

Name Your Diet is more
geared toward healthy foods,
but I think the cookbook would
be not so health-oriented.
Believe me, I like ice cream
and cookies. And Swedish fish.



Heidi Valenzuela, owner and chef at Name Your Diet in Cumberland, creates two batch

Staff photo by Doug Jo

Debbie Flanigan

From: K Kloth
Sent: Tuesday, February 22, 2005 2:21 PM
To: D Small; Debbie Flanigan
Cc: M Stewart
Subject: Re: inspections

Deb -

Mark made contact with the resident at 284 Greely Road reference the Victualer's Inspection - she is not available for an inspection until Monday she said. She is out of town in Bethel. Mark will make contact with her and go over there first thing on Monday.

Kristen

----- Original Message -----

From: [Chief Dan Small](#)
To: [Kristen Kloth](#)
Sent: Tuesday, February 22, 2005 11:44 AM
Subject: Fw: inspections

Could you please see that Marks gets this so he can get it done today. I'm not sure what email he can access here at work.

----- Original Message -----

From: [Debbie Flanigan](#)
To: [D Small](#)
Sent: Tuesday, February 22, 2005 11:40 AM
Subject: RE: inspections

Hi dan

She lives at 284 greely road. She makes whoopee pies at her home and sells them/

deb

-----Original Message-----

From: D Small
Sent: Tuesday, February 22, 2005 11:39 AM
To: Debbie Flanigan; elwyatt363@hotmail.com
Cc: Dan Small; William Longley
Subject: Re: inspections

Debbie,

What is the location that needs to be inspected?

Dan

----- Original Message -----

From: [Debbie Flanigan](#)
To: elwyatt363@hotmail.com

2/22/2005

Debbie Flanigan

From: Eileen Wyatt [elwyatt363@hotmail.com]
Sent: Tuesday, February 22, 2005 2:33 PM
To: Debbie Flanigan
Subject: RE: inspections

I did an inspection on Mary Ellen's kitchen at 284 Greely Rd. on Jan. 27 05.

Everything was alright except that she had no state license. She has applied for it now.

Her name is Perry.

Eileen

-----Original Message Follows-----

From: "Debbie Flanigan" <dflanigan@cumberlandmaine.com>
To: <elwyatt363@hotmail.com>
CC: "Dan Small" <dsmall@cumberlandmaine.com>, "William Longley" <wlongley@cumberlandmaine.com>
Subject: inspections
Date: Tue, 22 Feb 2005 10:18:47 -0500

There is a victualer's license app on Monday's town council agenda for mary ellen Wilson. Can you try to do your inspections this week and let me know by Friday?

Thanks
deb

Cc: [Dan Small](#) ; [William Longley](#)

Sent: Tuesday, February 22, 2005 10:18 AM

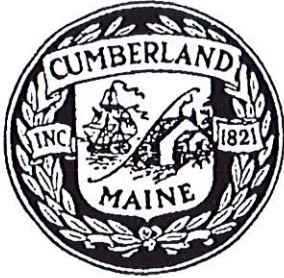
Subject: inspections

There is a victualer's license app on Monday's town council agenda for mary ellen Wilson. Can you try to do your inspections this week and let me know by Friday?

Thanks

deb

2/22/2005



MEMORANDUM

PLANNING DEPARTMENT
TOWN OF CUMBERLAND, MAINE

Date: December 16, 2004
To: Cumberland Planning Board
From: Carla Nixon, Planning Director
Subject: Workshop on Policies and Procedures

Attached to this memo is a draft of a proposed revised application process. There are two main changes:

1. Application completeness would be determined by staff prior to bringing it to the Board for review. The benefits are: less meetings for applicants and their engineers to attend (less cost); a possible savings of one month in review process; shorter agendas.
2. Final approval would not be scheduled until all outside permits are in hand. We would also expect all declarations, agreements, easements to be completed, reviewed and approved by the Town. This would greatly reduce the number of conditions of approval that are needed, and would enable the mylar to be signed the night of the meeting since no plan changes would be required.

If you have any questions prior to the meeting, do not hesitate to call.

Carla

PROPOSED APPLICATION PROCESS:

Step 1: Sketch Plan/Pre-Application/Site Walk

- Applicant presents conceptual plan (or plans, as required by ordinance)
- Planner recommends this step for all types of applications, though only required for major subdivisions.
- Board provides input on design, entrance locations, etc., if possible.
- Board schedules site walk (if needed.)

Step 2: Application Completeness

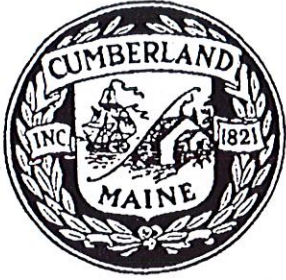
- To be determined by the Town Planner, with input from the Town Engineer, as needed.
- Once application is found to be complete, preliminary plan information (or general plan information in the case of minor subdivisions and site plans) is submitted to the Planner prior to the required deadline, and the Applicant is placed on the next Board agenda.

Step 3: Public Hearings and Reviews

- Board conducts Preliminary Plan review for major subdivisions; plan review for minor subdivisions (which have no preliminary approval step); and site plan review for site plans.
- This process continues for as many meetings as required for positive findings of fact to be made by the Board (for both Preliminary and Final Approvals.)

Step 4: Final Public Hearing, Review and Approval

- When Staff determines that all items required for final plan review and approval are in order (e.g., written Federal and State approvals; declarations, agreements, CCSWCD approval, easements, etc.) a public hearing is scheduled. The Applicant brings the mylar to the meeting for signatures. Conditions of approval will be limited to standard conditions, that fees are paid, and performance bond acquisition.



MEMORANDUM

PLANNING DEPARTMENT
TOWN OF CUMBERLAND, MAINE

Date: December 16, 2004
To: Cumberland Planning Board
From: Carla Nixon, Planning Director
Subject: Workshop on Policies and Procedures

Attached to this memo is a draft of a proposed revised application process. There are two main changes:

1. Application completeness would be determined by staff prior to bringing it to the Board for review. The benefits are: less meetings for applicants and their engineers to attend (less cost); a possible savings of one month in review process; shorter agendas.
2. Final approval would not be scheduled until all outside permits are in hand. We would also expect all declarations, agreements, easements to be completed, reviewed and approved by the Town. This would greatly reduce the number of conditions of approval that are needed, and would enable the mylar to be signed the night of the meeting since no plan changes would be required.

*eliminate subjectivity
streamline process*

PBD - Tom

If you have any questions prior to the meeting, do not hesitate to call.

Carla

PROPOSED APPLICATION PROCESS:

Step 1: Sketch Plan/Pre-Application/Site Walk

- Applicant presents conceptual plan (or plans, as required by ordinance)
- Planner recommends this step for all types of applications, though only required for major subdivisions.
- Board provides input on design, entrance locations, etc., if possible.
- Board schedules site walk (if needed.)

Step 2: Application Completeness

- To be determined by the Town Planner, with input from the Town Engineer, as needed.
- Once application is found to be complete, preliminary plan information (or general plan information in the case of minor subdivisions and site plans) is submitted to the Planner prior to the required deadline, and the Applicant is placed on the next Board agenda.

Step 3: Public Hearings and Reviews

- Board conducts Preliminary Plan review for major subdivisions; plan review for minor subdivisions (which have no preliminary approval step); and site plan review for site plans.
- This process continues for as many meetings as required for positive findings of fact to be made by the Board (for both Preliminary and Final Approvals.)

Step 4: Final Public Hearing, Review and Approval

- When Staff determines that all items required for final plan review and approval are in order (e.g., written Federal and State approvals; declarations, agreements, CCSWCD approval, easements, etc.) a public hearing is scheduled. The Applicant brings the mylar to the meeting for signatures. Conditions of approval will be limited to standard conditions, that fees are paid, and performance bond acquisition.

Notice of Decision

Date: February 16, 2005

To: William Shane
Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Re: **Amendments to Subdivision Ordinance Sections 4.1 – General Procedures; 4.2 Pre-application conference; 4.3B – Procedures for minor subdivision; 4.4 Review and approval of major subdivisions.**

This is to advise you that on February 15, 2005 the Planning Board voted to recommend to the Town Council the adoption of the proposed amendment changes to the Subdivision Ordinance.

Findings of Fact: None

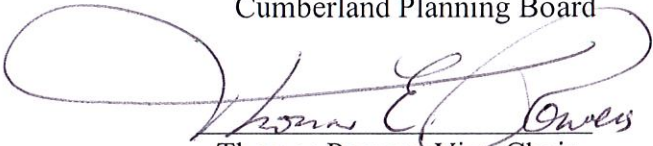
Waivers granted: None

Waivers Denied: None

Standard Conditions of Approval

This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents, except de minimus changes as so determined by the Town Planner which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation.

Cumberland Planning Board


Thomas Powers, Vice-Chair

B. Preliminary Plan Procedures

1. An application for preliminary plan approval, a completed application checklist and fifteen (15) copies of the Preliminary Plan and accompanying materials shall be submitted to the Town Planner at least twenty-one (21) days prior to the meeting at which it is to be considered, and shall be accompanied by the fee as established by order of the Town Council. If the application is found to be deficient all additional information must be submitted no later fourteen (14) days prior to the meeting at which it is to be considered. [amended 2/25/02, effective 3/19/02]
- ~~2. The subdivider, or authorized representative, shall attend the Planning Board meeting to present and discuss the Preliminary Plan.~~
- ~~3.2. At said meeting, a dated receipt shall be issued to the applicant. The Planning Board Town Planner shall then determine whether the application is complete or incomplete and shall notify the applicant of the Board's determination in writing within 30 days of the date that the receipt is issued. If determined to be incomplete, the Planning Board Town Planner shall list in its written determination the materials that must be submitted in order to make the application complete. When the application is determined to be complete, the Planning Board shall notify the applicant and begin full evaluation of the proposed subdivision. Any application not determined to be complete within 180 days of the issued receipt date shall become null and void.~~
- ~~3. The subdivider, or authorized representative, shall attend the Planning Board meeting to present and discuss the Final Plan.~~
- ~~4.3. At said meeting, a dated receipt shall be issued to the applicant. The Planning Board Town Planner shall then determine whether the application is complete or incomplete and shall notify the applicant of the Board's determination decision in writing within 30 days of the date that the receipt is issued. If determined to be incomplete, the Planning Board Town Planner shall list in its written determination the materials that must be submitted in order to make the application complete. When the application is determined to be complete, the Planning Board shall notify the applicant and begin full evaluation of the proposed subdivision.~~

Notice of Decision

Date: February 16, 2005

To: William Shane
Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Re: **Amendments to Zoning Ordinance Sections 206 – Site Plan Review –
Section 206.6 – Review Procedures**

This is to advise you that on February 15, 2005 the Planning Board voted to recommend to the Town Council the adoption of the proposed amendment changes to the Zoning Ordinance Section 206.6.

Findings of Fact: **None**

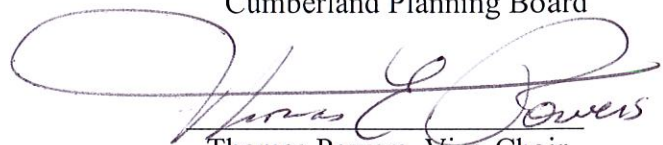
Waivers granted: **None**

Waivers Denied: **None**

Standard Conditions of Approval

This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents, except de minimus changes as so determined by the Town Planner which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation.

Cumberland Planning Board



Thomas Powers, Vice-Chair

*.4 Site Plan Application Review Procedure
(Minor and Major Developments)*

- .1 Upon receipt of a formal site plan review application, the Planner shall give a dated receipt to the applicant and shall notify by first-class mail all property owners of record within two hundred (200) feet of the parcel on which the proposed development is located. The determination of the names and owners shall be based upon the records of the local Assessor's records. The notice shall specify the location of the proposed development and provide a general description of the project. Written notice of the pending application shall be mailed to a newspaper or newspapers in general circulation.
- .2 Within thirty (30) days of the receipt of a formal development review application; the ~~Planning Board~~ Town Planner shall review the material and determine whether or not the submission is complete. If the application is determined to be incomplete, the applicant shall be notified in writing of this finding, which shall specify the additional materials required to make the application complete, and shall advise the applicant that the application will not be reviewed until the additional information is submitted. Failure to submit the additional information within six months shall be deemed an abandonment of the application.
- .3 As soon as the application is determined to be complete, the applicant shall be notified in writing of this finding. The notification requirements of subsection (4) below shall be met and the item placed on the agenda for substantive review within thirty (30) days of this finding.

.4 The ~~Planning Board~~ Town Planner shall give written notice of the date, time, and place of the public hearing at which the application will be considered, to the applicant, and to those who received notice in section 206.6.4.1 above. A notice of the hearing shall be published



TOWN OF CUMBERLAND, MAINE
290 TUTTLE ROAD
CUMBERLAND, MAINE 04021
TEL: 207-829-2205 FAX: 829-2224

February 23, 2005

Re: Vining Road Proposal- Adjacent to Power lines- Old Range Way

Dear Harris Road Area Resident:

On Monday, February 28, 2005 at 7:00 PM, the Cumberland Town Council will be holding a Public Hearing on a request by Mr. Neil Vining to construct a gravel road on the Town owned range way along his property adjacent to the power lines along Harris Road.

Mr. Vining's intent is to build a road 16' wide by approximately 500-600' in length on the Town property for access to his house lot.

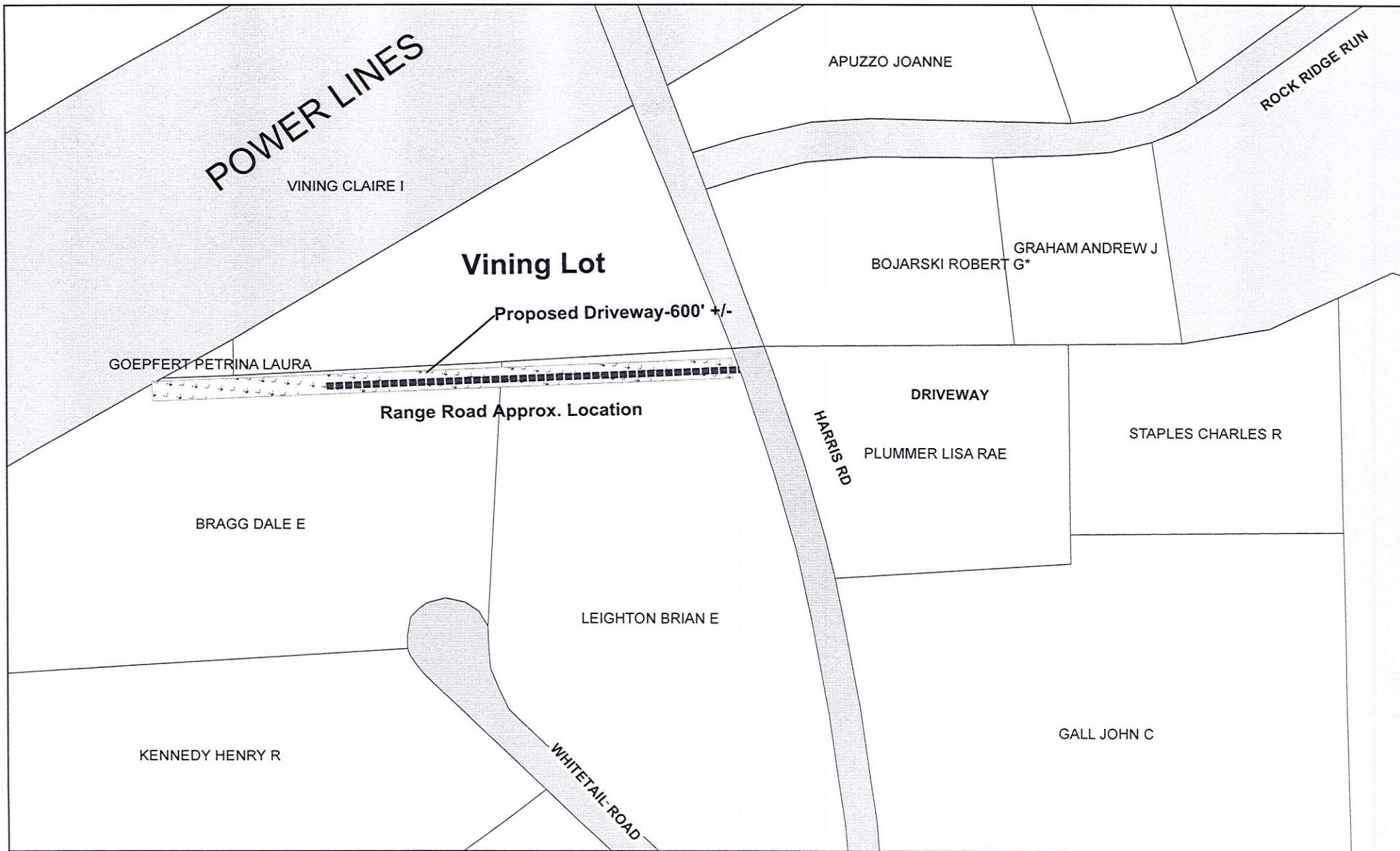
Anyone having information they would like to share regarding this request, please respond to me in writing, fax, email or in person on Monday evening. The road would be built to the Town Private Road Standard and would allow for unrestricted access as it would be considered Public property.

Mr. Vining will be representing himself at the meeting and his contractor will be present to answer road construction related questions.

At this time, all the information related to this matter is attached to this letter.

Sincerely,

William R. Shane
Town Manager



POWER LINES
VINING CLAIRE I

APUZZO JOANNE

ROCK RIDGE RUN

Vining Lot

Proposed Driveway-600' +/-

BOJARSKI ROBERT G*
GRAHAM ANDREW J

GOEPFERT PETRINA LAURA

Range Road Approx. Location

DRIVEWAY

HARRIS RD

PLUMMER LISA RAE

STAPLES CHARLES R

BRAGG DALE E

LEIGHTON BRIAN E

KENNEDY HENRY R

GALL JOHN C

WHITETAIL ROAD



21 January 2005

Mr. William R. Shane, P.E.
Town Manager
290 Tuttle Road
Cumberland, ME 04021

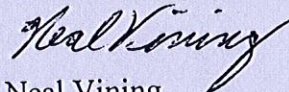
Dear Mr. Shane:

I own land on the Range Way which runs between Harris Road and Longwoods Road (Tax Map R08 / 27). I would like to build a house using the Range Way for access. I would like permission from the Town to improve approximately 500 to 800 feet of the Range Way from Harris Road. I understand from talking with you and Adam Ogden that the Town of Cumberland may grant a license to utilize this road but may require the improvements to the Range Way be built to some standard.

I would appreciate a letter from the Town of Cumberland stating that I can use the Range Way to access my property and that I have permission to improve and maintain it.

It is my understanding that the Range Way is a public way and the public has a right to use it. I am asking the Town of Cumberland's Council for permission to use this access.

Sincerely yours,


Neal Vining

63 Eagle Lane
Yarmouth, Maine 04096

Jensen Baird Gardner & Henry

KENNETH M. COLE III
NICHOLAS S. NADZO
FRANK H. FRYE
DAVID J. JONES
MICHAEL A. NELSON
RICHARD H. SPENCER, JR.
ALAN R. ATKINS
RONALD A. EPSTEIN
WILLIAM H. DALE
JOSEPH H. GROFF III
F. BRUCE SLEEPER
DEBORAH M. MANN

LESLIE E. LOWRY III
PATRICIA MCDONOUGH DUNN
MICHAEL J. QUINLAN
R. LEE IVY
FRANK K. N. CHOWDRY
NATALIE L. BURNS
SALLY J. DAGGETT
BRENDAN P. RIELLY
SUZANNE R. SCOTT
MARCIA G. CORRADINI
J. COLBY WALLACE
JAMES D. LIDDELL

ATTORNEYS AT LAW
TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
(207) 775-7271

TELECOPIER (207) 775-7935

www.jbgh.com

MERTON G. HENRY
WALTER E. WEBBER
JAMES E. KAPLAN
OF COUNSEL

RAYMOND E. JENSEN
(1908-2002)

KENNETH BAIRD
(1914-1987)

M. DONALD GARDNER
(1918-2003)

YORK COUNTY OFFICE

11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04043
(207) 985-4676
TELECOPIER (207) 985-4932

February 9, 2005

William R. Shane, Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Dear Bill:

Pursuant to your request, I have prepared a draft License Agreement between the Town of Cumberland and Neil and Claire Vining regarding improvement of the rangeway adjoining their land on Harris Road. If you have any questions concerning this License Agreement, please call me at your convenience.

Very truly yours,



Kenneth M. Cole III

KMC/ab
Enclosures

LICENSE AGREEMENT

This Agreement made this day of , 2005, by and between the **Town of Cumberland**, a municipal corporation with a place of business in the Town of Cumberland, County of Cumberland and State of Maine, and **Neil D. Vining** and **Claire I. Vining**, 85 Tuttle Road, in said Town of Cumberland, County of Cumberland and State of Maine.

WHEREAS, the said Vinings own land fronting on the Harris Road in said Cumberland, but not practically accessible therefrom; and

WHEREAS, Cumberland owns a rangeway which adjoins said land and which would provide appropriate vehicular access; and

WHEREAS, the Town and the Vinings are willing to enter into an agreement to permit Vinings to improve said rangeway.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The Town agrees to allow Vinings to improve, at their sole cost, said rangeway to a depth of no more than 800 feet from said Harris Road, said improvement to be in compliance with the private road standards of the Town's Zoning Ordinance and to include specifically a 16 foot graveled right of way with associated drainage, all as approved and supervised by the Town Public Works Director. Said improved right of way shall be used by Vinings for access to one single family residence on their 3.3 acre adjoining lot and for installation of utilities as they may be required, except that any utility easement must first be further approved by the Town.

2. Vinings acknowledge the Town's ownership of said adjoining rangeway and agree that this license merely allows them to improve and use said right of way but that said right is in common with the public use thereof which Vinings shall not impede or hinder.

3. Vinings agree to defend, indemnify and hold harmless the Town, its agents, officers and employees from any claim for property damage and/or personal injury arising from the use of said rangeway by themselves, and their family, guests, employees and/or invitees.

4. This license shall be for an indefinite term but shall be terminable by vote of the Town Council giving Vinings 90 days notice thereof.

5. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns except that the Vinings shall not have the right to assign their rights specifically under said license without the prior written consent of the Town. This agreement shall further shall be construed and enforced according to the laws of the State of Maine.

TOWN OF CUMBERLAND

Witness

By: _____
Its

Witness

Neil D. Vining

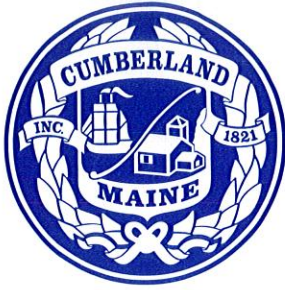
Claire I. Vining

EXHIBIT E**TOWN OF CUMBERLAND
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Town of Cumberland will hold a public hearing on March 14, 2005 at 7:00 p.m. at the Town Hall, 290 Tuttle Road in Cumberland for the purpose of receiving public comments on the designation of its proposed TIF District #2, the Route One South Municipal Development District and Tax Increment Financing 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 F**TOWN COUNCIL ORDERS**

Ordered that the Town hereby (a) designates TIF District #2, the Route One South Municipal Development and Tax Increment Financing District and adopts the Development Program for the District, such designation and adoption to be on the terms and provisions of the "TIF District #2, the Route One South Municipal Development and Tax Increment Financing District Development Program" ("Development Program") as presented at this Town Council Meeting, and as has been on file in the Town Clerk's Office, a copy of which is incorporated herein by reference; (b) makes the findings set forth in the Development Program; (c) adopts 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; (d) authorizes the Town Manager 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 TIF District #2, the Route One South Municipal Development and Tax Increment Financing District and its Development Program and financial plan pursuant to 30-A M.R.S.A. Chapter 206; and (e) authorizes and directs the Town Manager to execute and deliver a Credit Enhancement Agreement with Seafax, Inc., substantially in the form attached to the Development Program.



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

Telephone (207) 829-5559 • Fax (207) 829-2214

February 23, 2005

TO: William Shane, Town Manager
Cumberland Town Council

FROM: Nadeen Daniels, Town Clerk *nmw*

Re: Appointment of Registrar

Pursuant to MRSA Title 21A, Section 161, the municipal officers of each municipality shall appoint in writing a qualified Registrar of Voters odd-numbered year. The registrar shall serve for 2 years. The municipal clerk may be appointed to serve as Registrar. The Registrar has the exclusive authority to prepare and revise the voting list, keeping it current at all times.

Given the changes occurring in the front office, I ask that I be temporarily appointed as Registrar. The town has appointed Debbie Flanigan as the Registrar for many years. If after I have assessed responsibilities and skills it is determined that Debbie should continue as Registrar, I will bring her appointment back to the Town Council at that time. Thank you.

NOTICE

CUMBERLAND TOWN COUNCIL MEETING

Town Hall, 290 Tuttle Road

MONDAY, February 28, 2005

The Cumberland Town Council will meet at 6:00 p.m., Monday, February 28, 2005 at Cumberland Town Hall. The first item on the agenda shall be an Executive Session, held from 6:00 p.m. to 7:00 p.m., pursuant to 1 MRSA, Subsection 405 (6) (c), to discuss economic development opportunities along the Route One corridor. Other agenda items will follow the Executive Session, and include, but are not limited to consideration and action on the following items:

- Public hearing re: License Agreement to improve Range Way between Harris and Longwoods Road;
- Public hearing re: subdivision and site plan submissions;
- Public hearing re: Basil Provisions Liquor license;
- Presentation of Town Manager's FY '06 budget;
- Public hearing re: Pay-As-You-Throw program; and
- Victualer's License Application for Mary-Ellen Perry.

These items are subject to change. A complete and final agenda is available online at www.cumberlandmaine.com and at the Office of the Town Manager. Opportunity for public comment will be provided.