

## **AGENDA NOTES**

Gorham Town Council Regular Meeting

June 2, 2020 – 6:30pm

Burleigh H. Loveitt Council Chambers

### **Public**

#### **Hearing #1**

##### **On Item #2020-6-01**

**Public hearing on the first amendment to the VIP/County Road Tax Increment Financing District #4 and Development Program for the said District, pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.**

This public hearing and item will authorize the Town Manager to submit an application to the State of Maine to renew the VIP/County Road Tax Increment Financing District #4 for another sixteen years. The TIF district previously did not net the Town any TIF captured value beyond 50% due to an error back in 2006. The 50% capture was given to the developer in a credit enhancement agreement at the time of construction, which will end this coming year. The amendment to the TIF would allow for 100% capture of the value of the property and shielding from state valuation formulas to the benefit of the Town. For FY20, value of the TIF was \$1,086,200 or \$20,583. Estimated savings to the Town over the remainder of the TIF, if approved for another sixteen years based only on this year's mil rate, would be \$171,794 in tax shifts like revenue sharing and county tax. TIF funds can be used for economic development purposes in any of the allowed categories permitted by the state. Staff recommend the renewal and amendments to the TIF.

### **Public**

#### **Hearing #2**

##### **On Item #2020-6-02**

Public hearing on the first amendment to the Pettingill Tax Increment Financing District #3 and Development Program for the said District, pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

This public hearing and item will authorize the Town Manager to submit a renewal and amended application to the State of Maine for another fifteen years on the Pettingill Tax Increment Financing District #3 and Development Program. The site is 20 Hutcherson Drive in the Gorham Industrial Park (D&G). Like the previous TIF, in 2005 an error precluded the Town from capturing the entire value of the property beyond 50% of its value. The amendment to the TIF would allow for 100% captured value resulting in more shielded valuation from state formulas. Tax revenue to be placed in TIF funds would be \$35,603 based on FY20. Tax shift savings from revenue sharing and county taxes would be estimated at a savings of \$278,000 based only on the FY20 mil rate. As with all TIFs, the Town will also see savings, or less of a loss, in state aid to education. As with the previous TIF, funds collected can be allocated to any approved economic development activity. Staff recommend the approval of this TIF.

**Item #2020-6-03**

Action to consider appointing Peter Mason to the Gorham Economic Development Corporation. (Appointment Committee Spon.)

Action to appoint Peter Mason to the Gorham Economic Development Corporation to fill a vacancy.

**Item #2020-6-04**

Action to consider a resolution declaring all businesses in the Town of Gorham essential and calling on the Governor of the State of Maine to open all businesses. (Councilor Hartwell Spon.)

This order would pass a resolution by the Gorham Town Council indicating the Council's desire to designate all businesses within the Town of Gorham as essential, and as such, able to open regardless of the Governor's opening stage plan for the COVID 19 pandemic. The resolution would not legally allow businesses to circumvent the Governor's opening plan, but would essentially be a statement in support of opening all businesses.

**Item #2020-6-05**

Action to consider instructing the Ordinance Committee to create an Emergency Management Ordinance. (Councilor Philips Spon.)

This item would instruct the Ordinance Committee to draft with staff an Emergency Management Ordinance for use during emergencies in the Town of Gorham. At the start of the COVID 19 pandemic, the Gorham Town Council passed an Emergency Ordinance under power granted in the Gorham Town Charter for 90 days. This temporary ordinance was essentially a template Emergency Management Ordinance used by other communities in southern Maine that allows either the Town Manager or Town Council to declare an emergency and utilize whatever resources are necessary to protect the citizens of Gorham during an emergency. Although the Town Council passed the temporary emergency ordinance at the start of the pandemic, no state of emergency was declared by the Town Manager, Acting Town Manager or the Gorham Town Council. A copy of the emergency ordinance passed by the Council is attached as a reference.

**Item #2020-6-06**

Action to consider establishing a due date for the payment of excise taxes according to Amended Executive Order 53-A FY 19/20. (Councilor Philips Spon.)

The Governor's Executive Order FY 19/20 53-A establishes a timeframe by which individuals and businesses need to have their motor vehicles registered and pay excise tax to their respective municipalities. The deadline to register in the Executive Order is July 11, 2020 unless a municipality establishes another date. Several municipalities in southern Maine are establishing the date to register motor vehicles as June 30, 2020. The primary reason is to keep the registrations in the same fiscal year for accounting purposes and to make the transactions easier on staff. The

downside of this scenario would be roughly two less weeks for citizens to register their vehicles online, through the mail or in-person. From a law enforcement standpoint, it is unlikely that locally a June 30, 2020 date set by the Town of Gorham could be effectively enforced for our police department and the difference between the two dates would not make much difference.

**Item #2020-6-07**

Action to consider authorizing a 90-day deferment period for Revolving Loan Fund payments. (Councilor Pratt Spon.)

This item would authorize a 90-day deferment period for the Gorham Revolving Loan Fund for existing and new loans until September 30, 2020. A spreadsheet of existing loans is attached.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



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The legislature finds a need for new development in areas of municipalities and plantations to: (A) Provide new employment opportunities; (B) Improve and broaden the tax base; and (C) Improve the general economy of the State. The municipal tax increment financing (TIF) program, established under 30-A M.R.S.A. Chapter 206 §5221-5235, is designed to assist municipalities and plantations to develop a program for improving a district of the municipality or plantation: (A) To provide impetus for industrial, commercial, transit-oriented or arts district development, or any combination; (B) To increase employment opportunities; and (C) To provide the facilities outlined in the development program adopted by the legislative body of the municipality or plantation. The TIF Statute provides that before final designation of a tax increment financing district, the Department of Economic and Community Development (DECD) commissioner shall review the proposed district and development program to ensure compliance with statutory requirements.

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Before designating a development district within the boundaries of a municipality or plantation, or adopting a development program for a designated development district, the municipal or plantation legislative body or the municipal or plantation legislative body's designee must:

- a) Hold at least one public hearing,
  - b) Publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation within the municipality or plantation,
  - c) At the hearing, the legislative body of a municipality or plantation must consider:
    - i. Whether the proposed district or development program will contribute to the economic growth or well-being of the municipality or plantation or to the betterment of the health, welfare or safety of the municipal or plantation inhabitants,
    - ii. Any claim by an interested party that the proposed district or development program will result in a substantial detriment to that party's existing business in the municipality or plantation and produces substantial evidence to that effect.
- 

Mail completed application, with tabs separating exhibits, to:

DECD/Office of Business Development (MTIF)

111 Sewall Street

Augusta, ME 04330

**(e-mailed applications are not accepted)**

**Refer to "CHECKLIST FOR MTIF APPLICATION" to ensure application completeness.**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Municipalities wishing to create a municipal tax increment financing district to fund development programs must apply to DECD using the following application including all attachments noted below, in the order listed:**

1. Table of Contents
2. Completed DECD MTIF Application, provided by DECD  
*Refer to “Checklist for Municipal Tax Increment Financing (MTIF) Application” to ensure application completeness*
3. Exhibit A: Statutory Thresholds and Requirements form, provided by DECD
4. Exhibit B: Assessor’s Certificate of Original Assessed Value
5. Exhibit C: Map of District Location within Municipality
6. Exhibit D: Map of District Boundaries
7. Exhibit E: Annual Revenue Spreadsheet
8. Exhibit F: Annual Tax Shift Spreadsheet
9. Exhibit G: Copy of 10-Day notice of public hearing, including name and date of publication
10. Exhibit H: Minutes of Public Hearing, attested to with dated signature
11. Exhibit I: Record of District designation and Development Plan adoption by municipal legislative body

**If applicable,**

1. Exhibit J: Project Costs Spreadsheet  
*Refer to MTIF Application, “Checklist For MTIF Application” for required information*
2. Exhibit K: For Downtown TIF application, include a comprehensive Downtown Redevelopment Plan with the completed Downtown Redevelopment Plan Criteria Checklist and verification of municipal legislative body approval
3. Exhibit L: For Transit-Oriented Development District, include a map clearly identifying transit facilities plus areas and corridors respective of §5222 (20), (22) & (23)
4. Exhibit M: If an amendment and not already provided, a copy of any executed credit enhancements agreements.
5. Exhibit N: Copy of any municipality/plantation TIF policy



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Municipal Tax Increment Financing  
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\*\*see “Checklist for Municipal Tax Increment Financing (MTIF) Application” for instructions [to automatically update the Table of Contents](#).



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## Section 1- Cover Letter and Application Cover Sheet

1. **Name of municipal tax increment financing (TIF) district and development program:** Gorham VIP / County Road (#4)
2. **This is an amended application. If an amendment, what amendment number?** 1
3. **Is this a Downtown designated TIF?** No.  
**If yes, provide the following information regarding the *Downtown Redevelopment Plan*:**
  - a. **Name:** Click here to enter text
  - b. **Date approved by municipal legislative body:** Click to enter a date. (Include verification of this approval with Exhibit I)

**The Downtown Redevelopment Plan must contain the components outlined in the DECD “Downtown Redevelopment Plan Criteria Checklist”**
4. **Is this development district considered a/an [check the appropriate box(es)]?**  
 Industrial     Commercial     Transit-oriented     Arts  
**If this is a transit-oriented development designation, a map is required identifying transit facilities plus areas and corridors pursuant to MRS 30-A §5222(20), (22) & (23). (Exhibit L)**
5. **Municipality name:** Town of Gorham
6. **Municipality address:** 75 South Street, Suite 1, Gorham, ME 04038
7. **Municipality county:** Cumberland
8. **Municipal telephone number:** 222-1650
9. **Municipal official’s name:** Ephrem Paraschak
10. **Municipal official’s title:** Town Manager
11. **Municipal official’s e-mail address:** eparashcak@gorham.me.us
12. **If different from #9 above, contact person/consultant:** Alyssa Tibbetts
13. **Municipal contact/consultant phone number:** 775-7271
14. **Municipality contact/consultant e-mail address:** atibbetts@jbggh.com
15. **Municipality’s assessor’s name:** Benjamin Thompson (Cumberland County Regional Assessing)
16. **Municipality’s assessor’s e-mail address:** bthompson@cumberlandcounty.org

The municipal official named below, certifies he/she has the authority to submit this Application to DECD and further certifies all the information contained in this Application, and its attachments, are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print municipal official’s name & title



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## Section 2 - Purpose/Basis Original/Amended Application

1. **Provide a brief, “headline” sentence explaining purpose/basis of this application.**

The purpose of this first amendment is to extend the term of the district for an additional 16 years to expire March 31, 2036.

2. **If needed, provide additional information related to the purpose/basis of this application. If this is an amendment, provide a brief, concise overview of the purpose of the original application and each amendment submitted to date.** The original development program was adopted to support the development of a 9,800 square foot VIP Auto facility at 14 County Road in Gorham (Map 6, Lots 5 & 6 of the Town's tax maps), to create important new employment opportunities in the Town and improve and broaden the Town's tax base and general economy. The VIP Auto facility has been operating at 14 County Road since \_\_\_\_\_ and continues to be an important business and employer within the Town. The original development program authorized a credit enhancement agreement for the purpose of assisting VIP with the acquisition and renovation of an existing facility at 14 County Road that was previously occupied by a welding business that experienced a fire that burned the facility beyond repair, as well as offsite improvements needed to develop and operate is business at the property. The estimated capital costs of the project were \$1,265,462. The Town committed to reimbursing the developer 50% of the tax increment revenues in each year of the district term (15 years beginning April 1, 2006 - March 31, 2021) up to a maximum amount of \$165,000. To date, the Town has reimbursed the developer \$98,102. The Town does not currently intend to continue the credit enhancement agreement with the developer, but reserves the right to enter into future credit enhancement agreements with property owners or developers within the District following Council approval of the same. The Town designated the captured assessed value of the District to be 50% of the increased assessed value and the remaining 50% of the increased assessed value was paid to the General Fund of the Town each year. The Town now desires to capture 100% of the increased assessed value in each year of the District through the end of the extended District term. The tax increment revenues generated by this captured assessed value will be used for the public project costs identified in Exhibit J hereto.





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## Section 3 - Company/Developer Information

### A. Business General Information

[include whenever a company/developer is part of a TIF district proposal (regardless of whether a CEA is offered)]:

1. **Business name:** VIP Auto
2. **Business address:** 14 County Road, Gorham, ME 04038
3. **Business phone number:** Click here to enter text.
4. **Business contact person:** Click here to enter text.
5. **Business contact person e-mail address:** Click here to enter text.
6. **Principal place of business:** 14 County Road, Gorham, ME 04038
7. **Company structure (e.g. corporation, sub-chapter S, etc.):** Corporation
8. **Place of incorporation:** Maine
9. **Name of Officer(s):** Click here to enter text.
10. **Name of principal owner(s) name:** Click here to enter text.
11. **Address:** Click here to enter text.
12. **Brief project description:** Rehabilitation of a facility located at 14 County Road in Gorham for the company to relocate and operate its retail auto parts, tires and service company.
13. **Total amount of project new investment by company/developer:** \$ 1,265,462
14. **Will there be a credit enhancement agreement with this business?** To be determined. Skip rest of this section and Section 4.

### B. Disclosure, only in cases where a CEA is offered to the above business:

**1. Check the public purpose(s) that will be met by the business using this incentive:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> job creation                                   | <input type="checkbox"/> job retention        | <input type="checkbox"/> capital investment            |
| <input type="checkbox"/> training investment                            | <input type="checkbox"/> tax base improvement | <input type="checkbox"/> public facilities improvement |
| <input type="checkbox"/> other (list): <u>Click here to enter text.</u> |   |  |

**2. Check the specific item(s) for which TIF revenues will be used by the business:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> real estate purchase   | <input type="checkbox"/> machinery & equipment purchase | <input type="checkbox"/> training costs |
| <input type="checkbox"/> debt reduction   |   |   |
| <input type="checkbox"/> other (list): <u>Rehabilitation and reconstruction of fire-damaged facility.</u> |   |   |



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## Section 4 - Employment Goals/Data

Company Goals for Job Creation and Job Retention. (If a developer, check box , and skip to Section 5)

A. Job Creation Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
B. Job Retention Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
*See <a href="#">Occupational Cluster Descriptions</a> for more information.			

### INSTRUCTIONS

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories listed in the “Occupational Cluster Descriptions.” Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

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



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## Section 5 - Development Program

### Public Project(s)

1. **Will there be any public facilities, improvements, or programs financed in whole or in part by the development program?**  
Yes. See Exhibit J.

### Private Project(s)

2. **Will there be any commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program:** Yes. If yes, provide a brief, clear description: Possible - to be determined.

### Program Duration

3. **Duration of development district (may not exceed 30 years):**
  - a. **District term: Original application:** 15.  
**If an amendment, adding how many years?** 15 **totaling how many years?** 30
  - b. **Start date of** April 1, 2006 with fiscal year July 1, 2006.  
**[Must begin with tax year in which development district designation is effective pursuant to MRS 30-A §5226, or the subsequent tax year (MRS Title 30-A §5224 (2)(H))]**
  - c. **End date of** March 31, 2036 with fiscal year June 30, 2036.



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**Original Assessed Value**

4. Provide the taxable assessed value of the development district as of the March 31<sup>st</sup> of the tax year preceding the property tax year in which the district was designated by the legislative body.

		OAV of Real Property	OAV of Personal Property	As of (complete year)	Total acres	
Original district		\$217,100		3/31/2006		2.000
Amendment: (If applicable, with any property added/removed)	#1	-			-	
		+		3/31/____	+	
	#2	-			-	
		+		3/31/____	+	
	#3	-			-	
		+		3/31/____	+	
	#4	-			-	
		+		3/31/____	+	
	#5	-			-	
		+		3/31/____	+	
	#6	-			-	
		+		3/31/____	+	
	#7	-			-	
		+		3/31/____	+	
	#8	-			-	
		+		3/31/____	+	
	#9	-			-	
		+		3/31/____	+	
	#10	-			-	
		+		3/31/____	+	
<b>Total</b>	N/A			N/A		<b>2</b>

\*\*\*Municipal Assessor must certify above original assessed value(s) (Exhibit B).



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## Section 6 - Financial Plan

### Increased Assessed Value Information

1. **Total estimated cost for the development program: \$ 329,336** (Should match "total" from Exhibit J)
2. **Municipality will capture 100% of real and personal property increased assessed value for each year of the district term, to apply to the development program.** [Click here to enter text, if needed.](#)
3. **If #2 above's captured assessed value is less than 100%, besides the district's original assessed value, what percentage of increased assessed value will be deposited into the General Fund, or if an unorganized territory, to Education and Services fund?** [Click here to enter % to be deposited in General Fund/Education & Services fund.](#)

### Public Indebtedness

4. **Will there be public indebtedness?** No. No public indebtedness will be incurred without formal amendment.
  - a. **If yes, what is the projected amount of public indebtedness to be incurred?** [Click here to enter text.](#)
  - b. **If an amendment, have any bonds been issued to date pertaining to the approved projects of this district?**  
[Choose an item. If yes, provide the status, such as years left on bond and amount of outstanding debt.](#) [Click here to enter text.](#)

### Anticipated Revenues

5. **Describe sources of anticipated revenues for public projects (clearly and briefly stated):** The tax increment revenue generated from the increased assessed value in the District.
6. **Describe sources of anticipated revenues for private projects (clearly and briefly stated):** [Click here to enter text.](#)

### Credit Enhancement Agreement (CEA)

7. **Describe terms and conditions of any agreements, contracts or other obligations related to the development program (e.g. CEAs). Ensure to clearly state the reimbursement percentage, along with, if applicable, any local triggers/caps.**
  - a. **Will CEAs be offered as part of this development program?** [Choose an item. If "No," skip #7 \(b-d\). If "Yes," must complete #7 \(b-d\).](#)
  - b. **List name(s) of company/developer to be offered a CEA:** [Click here to enter text.](#)
    - i. **Provide the CEA reimbursement percentage, term, conditions for each listed company/developer:** None specifically authorized yet, but the Town reserves the right to authorize subject to approval of its Town Council
  - c. **Is this an omnibus application?** No.  
**If an omnibus, provide clear reimbursement percentage(s) and term(s)/condition(s):** [Click here to enter text.](#)
  - d. **Does the municipality have a TIF policy?** No.

If this is an amendment, and if applicable, include a copy of all executed CEAs as Exhibit M.



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**Development Program Fund and Tax Increment Revenues**

**Read below. Authorized municipal official must initial in provided spaces, acknowledging understanding of the below information:**

If a municipality/plantation has designated captured assessed value, the municipality/plantation shall:

A. Establish a development program fund that consists of the following:

1. A project cost account that is pledged to and charged with the payment of project costs that are outlined in the financial plan and are paid in a manner other than as described in subparagraph (2); and
2. In instances of municipal/plantation indebtedness, a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund;

B. Annually set aside all tax increment revenues on captured assessed values and deposit all such revenues to the appropriate development program fund account established under paragraph A in the following order of priority:

1. To the development sinking fund account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual debt service on bonds and notes issued under section 5231 and the financial plan; and
2. To the project cost account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual project costs to be paid from the account;

C. Make transfers between development program fund accounts established under paragraph A as required, provided that the transfers do not result in a balance in the development sinking fund account that is insufficient to cover the annual obligations of that account; and

D. Annually return to the municipal or plantation general fund any tax increment revenues remaining in the development sinking fund account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development sinking fund account after taking into account any transfers made under paragraph C. The municipality/plantation, at any time during the term of the district, by vote of the municipal or plantation officers, may return to the municipal/plantation general fund any tax increment revenues remaining in the project cost account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development project cost account after taking into account any transfer made under paragraph C. In either case, the corresponding amount of local valuation may not be included as part of the captured assessed value as specified by the municipality or plantation.

X \_\_\_\_\_  
Initial & date

At the end of the district TIF term, all taxable real and/or personal property value captured in the district will be added to the general tax rolls.

X \_\_\_\_\_  
Initial & date



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**Relocation of Person(s)/Business(es)**

8. No businesses of persons will be displaced or relocated as a result of the development activities proposed in the district.

**Transportation Improvements**

9. The existing transportation facilities of the Town will be adequate to accommodate the improvements within the district.

**Environmental Controls**

10. All environmental controls required by law shall apply to development in the district, including any applicable requirements of the Town's Zoning Ordinance and all other applicable State and federal environmental laws and regulations.

**District Operation**

11. **After the planned capital improvements are completed, provide a brief statement of the proposed operation of the development district pertaining to:**
  - a. **Public capital improvements:** Click here to enter text.
  - b. **Private capital improvements:** The company will continue to operate the facility and will be responsible for all maintenance and operational costs thereof.



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## Section 7 - Notice and Hearing

- Date of public notice (must be minimally 10 days before the public hearing):** May 22, 2020  
For Exhibit G, provide a legible copy of the newspaper page showing the public hearing , newspaper name and date of publication.
- Date of public hearing:** June 2, 2020  
For Exhibit H, provide a copy of the public hearing minutes, attested to with dated signature.
- Date municipal or plantation legislative body approved original district designation:** March 1, 2005  
**Date municipal or plantation legislative body adopted original development program:** March 1, 2005  
**If an amendment, is it to the:**
  - district. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.
  - district and development program. Provide date municipal or plantation legislative body approved:** June 2, 2020For Exhibit I, provide verification of district designation and adoption of development program by municipal legislative body including vote tally.
- Is a municipal official authorized to make technical revisions to this District application/development program to facilitate the process for review and approval by DECD, as long as such revisions are not inconsistent with the basic structure and intent of the development program?** Yes. See Council Order at Exhibit I





**Department of Economic and Community Development  
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## Exhibit A - Statutory Requirements & Thresholds

\*\*round to second decimal place

SECTION A.   Acreage Caps		
1. Total <b>municipal</b> acreage	30,120.57	
2. Acreage of <b>proposed</b> Municipal TIF District (amendment - no proposed change in acreage)	0	
3. <b>Downtown-designation</b> <sup>1</sup> acres in proposed Municipal TIF district	0	
4. <b>Transit-Oriented Development</b> <sup>2</sup> acres in proposed Municipal TIF district	0	
5. <b>Total acreage</b> [=A2-A3-A4] of proposed Municipal TIF district counted toward 2% limit	2.00	
6. <b>Percentage</b> [=A5÷A1] of total acreage in proposed Municipal TIF district (CANNOT EXCEED 2%)	0.0066 %	
7. <b>Total acreage</b> of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>including</b> Municipal Affordable Housing Development districts: <sup>3</sup> TIF #2 (ODAT/Grondin): 28.75 acres; TIF District #3 (Pettingill Ross): 6.48 acres; TIF District #4 (VIP): 2 acres; TIF District #6 (Nappi): 21.3 acres; TIF District #7 (Olde Canal): 56.7 acres; TIF #8 (Martin’s Point): 19.94 acres; TIF District #9 (Sebago Brewing) 6.1 acres; TIF District #10 (Harvey Performance Company) 13.03 acres; and PENDING TIF District #11 (Gorham Village) 617.29.	Existing	771.59
	Proposed	0
	Total	771.59
<b>30-A § 5223(3) EXEMPTIONS<sup>4</sup></b>		
8. Acreage of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district	617.29	
9. Acreage of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts:	0	
10. Acreage of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> <sup>5</sup> Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such acreage also factored in Exemptions 8-10 above:	0	
12. <b>Total acreage</b> [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	154.3	
13. <b>Percentage of total acreage</b> [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	0.5123%	
14. <b>Real property</b> in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area	0	0
b. In need of rehabilitation, redevelopment or conservation	2.00	100%
c. Suitable for commercial or arts district uses		
<b>TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)</b>		100%

<sup>1</sup> Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

<sup>2</sup> For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

<sup>3</sup> For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B must exclude AH-TIF valuation.

<sup>4</sup> Downtown/TOD overlap nets single acreage/valuation caps exemption.

<sup>5</sup> PTZ districts approved through December 31, 2008.



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SECTION B.   Valuation Cap		
1. <b>Total TAXABLE</b> municipal valuation—use most recent April 1	\$1,614,976,215	
2. <b>Taxable Original Assessed Value (OAV)</b> of proposed amended Municipal TIF District as of March 31, 2006	\$217,100	
3. <b>Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>excluding</b> Municipal Affordable Housing Development districts: TIF #2 (ODAT/Grondin): \$277,300; TIF District #3 (Pettingill Ross): \$933,100; TIF District #4 (County Rd/VIP): \$217,100; TIF District #6 (Nappi): \$136,130; TIF District #7 (Olde Canal): \$180,200; TIF #8 (Martin’s Point): \$276,300; TIF District #9 (Sebago Brewing) \$0; TIF District #10 (Harvey Performance Company) \$190,500; and PENDING TIF #11 (Gorham Village District) \$221,635,154.</b>	Existing	\$223,845,784
	Proposed	0
	Total	\$223,845,784
<b>30-A § 5223(3) EXEMPTIONS</b>		
4. <b>Taxable OAV</b> of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district	\$221,635,154	
5. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts	0	
6. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts	0	
7. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Single Taxpayer/High Valuation</b> <sup>6</sup> Municipal TIF districts	0	
8. <b>Taxable OAV</b> in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> Pine Tree Development Zones per 30-A § 5250-l (14)(A) <b>excluding</b> any such OAV also factored in Exemptions 4-7 above:	0	
9. <b>Total taxable OAV</b> [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	\$2,210,630	
10. <b>Percentage of total taxable OAV</b> [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	0.1369%	

COMPLETED BY			
PRINT NAME	Alyssa Tibbetts		
SIGNATURE		DATE	
<p>If this form has <b>not be completed by the municipal or plantation assessor</b>, the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.</p>			
PRINT NAME	Benjamin Thompson		
SIGNATURE		DATE	

<sup>6</sup> For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.



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**Exhibit B - Assessor's Certificate**

**Exhibit B**  
**Assessor's Certificate of Original Assessed Value**

The undersigned assessor of the Town of Gorham, 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 real property within the boundaries of the Town of Gorham VIP/County Road Tax Increment Financing District # 4 as described in the Development Program for the District, was \$217,100 as of March 31, 2006 (April 1, 2005).

IN WITNESS WHEREOF this Certificate has been executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Benjamin Thompson, Municipal Assessor



Department of Economic and Community Development  
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**Exhibit C - Map of District Location within Municipality**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
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**Exhibit D - Map of District Boundaries**



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**Exhibit E - Annual Revenue Spreadsheet**

**Exhibit E**  
**Annual Revenue Spreadsheet**

TIF Year	Assessment Date 4/1	Fiscal Year	Original Assessed Value 3/31/06 (04/01/05)	Increased Assessed Value <sup>1</sup>	Captured Assessed Value <sup>2</sup>	Mill Rate <sup>3</sup>	New Tax Revenue on CAV
				Annual	Annual		Annual
1	2006	2006-2007	\$ 217,100	\$ -	\$0	19.40	\$0
2	2007	2007-2008	\$ 217,100	\$ 908,700	\$454,350	16.00	\$7,270
3	2008	2008-2009	\$ 217,100	\$ 890,000	\$445,000	16.00	\$7,120
4	2009	2009-2010	\$ 217,100	\$ 869,900	\$434,950	15.90	\$6,916
5	2010	2010-2011	\$ 217,100	\$ 849,800	\$424,900	15.90	\$6,756
6	2011	2011-2012	\$ 217,100	\$ 831,100	\$415,550	16.30	\$6,773
7	2012	2012-2013	\$ 217,100	\$ 833,000	\$416,500	16.30	\$6,789
8	2013	2013-2014	\$ 217,100	\$ 806,900	\$403,450	17.30	\$6,980
9	2014	2014-2015	\$ 217,100	\$ 799,200	\$399,600	17.40	\$6,953
10	2015	2015-2016	\$ 217,100	\$ 1,062,200	\$531,100	16.30	\$8,657
11	2016	2016-2017	\$ 217,100	\$ 1,062,800	\$531,400	17.00	\$9,034
12	2017	2017-2018	\$ 217,100	\$ 1,139,700	\$569,850	17.10	\$9,744
13	2018	2018-2019	\$ 217,100	\$ 1,098,200	\$549,100	18.20	\$9,994
14	2019	2019-2020	\$ 217,100	\$ 1,086,200	\$543,100	18.95	\$10,292
15	2020	2020-2021	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
16	2021	2021-2022	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
17	2022	2022-2023	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
18	2023	2023-2024	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
19	2024	2024-2025	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
20	2025	2025-2026	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
21	2026	2026-2027	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
22	2027	2027-2028	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
23	2028	2028-2029	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
24	2029	2029-2030	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
25	2030	2030-2031	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
26	2031	2031-2032	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
27	2032	2032-2033	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
28	2033	2033-2034	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
29	2034	2034-2035	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
30	2035	2035-2036	\$ 217,100	\$ 1,086,200	\$1,086,200	18.95	\$20,583
<b>30 Year TIF Total</b>				<b>\$60,000,000</b>	<b>\$23,498,050</b>		<b>\$432,613</b>
<b>30 Year Average</b>				<b>\$987,230</b>	<b>\$783,268</b>		<b>\$14,420</b>

Notes/Assumptions

- Actual increased assessed values reflected for 2006-2020. Projected assessed value from 2020 - 2036 based on 2020 actual value.
- Captured Assessed Value was designated as 50% for the first 14 years of the District (2006-2020) and will be increased with this amendment to 100% for the remaining 16 years of the District (2020-2036).
- Actual mil rates reflected for years 2006 - 2020. Projected mil rate from 2020 - 2036 based on 2020 actual mil rate, held constant for remainder of District term.
- The preceding table contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results to differ materially from any future results expressed or implied by the projections reported in this table.





Department of Economic and Community Development  
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**Exhibit F - Annual Tax Shift Spreadsheet**

**Exhibit F**  
**Annual Tax Shift Spreadsheet**

TIF Year	Fiscal Year	Education Shift <sup>2</sup>	Revenue Sharing Shift <sup>3</sup>	County Tax Shift <sup>4</sup>	Total <sup>5</sup>
1	2006-2007				
2	2007-2008				
3	2008-2009				
4	2009-2010				
5	2010-2011				
6	2011-2012				
7	2012-2013				
8	2013-2014				
9	2014-2015				
10	2015-2016				
11	2016-2017				
12	2017-2018				
13	2018-2019				
14	2019-2020				
15	2020-2021	\$8,885	\$870.45	\$696	\$10,452
16	2021-2022	\$8,885	\$870.45	\$727	\$10,482
17	2022-2023	\$8,885	\$870.45	\$759	\$10,515
18	2023-2024	\$8,885	\$870.45	\$792	\$10,548
19	2024-2025	\$8,885	\$870.45	\$827	\$10,583
20	2025-2026	\$8,885	\$870.45	\$864	\$10,619
21	2026-2027	\$8,885	\$870.45	\$902	\$10,658
22	2027-2028	\$8,885	\$870.45	\$942	\$10,697
23	2028-2029	\$8,885	\$870.45	\$983	\$10,739
24	2029-2030	\$8,885	\$870.45	\$1,027	\$10,782
25	2030-2031	\$8,885	\$870.45	\$1,072	\$10,828
26	2031-2032	\$8,885	\$870.45	\$1,119	\$10,875
27	2032-2033	\$8,885	\$870.45	\$1,169	\$10,924
28	2033-2034	\$8,885	\$870.45	\$1,220	\$10,976
29	2034-2035	\$8,885	\$870.45	\$1,274	\$11,030
30	2035-2036	\$8,885	\$870.45	\$1,330	\$11,086
<b>30 Year TIF Total</b>		<b>\$142,162</b>	<b>\$13,927</b>	<b>\$15,705</b>	<b>\$171,794</b>
<b>30 Year Average</b>		<b>\$8,885</b>	<b>\$870.45</b>	<b>\$981.55</b>	<b>\$10,737.12</b>

Notes / Assumptions:

1. Tax shifts have been calculated on a prospective basis only and reflect projections of the remaining term of the District. Projections are based on the most current data available and the current assessed value of the District, which is held constant through the remainder of the District term. Assessed value within the District is likely to increase and projections in later years are much less likely to be accurate.
2. The education rate used to calculate the education tax shift is based on the adjusted mill rate (8.18) in the Gorham Public School District based on the preliminary ED 279 for FY 2021 published 01/30/20.
3. The State Revenue Sharing shift was calculated based on the FY 2021 (7/1/20 - 6/30/21) Projected Municipal Revenue Sharing published 03/05/20 by the Office of the Maine State Treasurer.
4. The County tax shift was calculated based on the Town's actual municipal state valuation and county tax assessment for Calendar year 2020 and based on projections for the remainder of the District term based on a five-year historical average of County tax increases;
5. The total tax shifts are the result net impact to the Town of the avoided loss of State Revenue Sharing, the avoided loss of State aid to education and the avoided increase to County taxes. These projections assume that all other values in other communities to the extent they relate to the calculation of education subsidies, revenue sharing or county taxes are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.



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**Exhibit G - 10-Day Notice of Public Hearing**



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Municipal Tax Increment Financing  
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**Exhibit H - Minutes of Public Hearing**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
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**Exhibit I - Record of District Designation and Development Plan Adoption**



Department of Economic and Community Development  
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**Exhibit J - Public Project Costs**

**Exhibit J**  
**Project Costs Table**

<u>Project</u>	<u>Estimated Cost Over Remaining 15 Years</u>	<u>Statutory Citation</u>
(a) Construction of land, improvements, public ways, buildings, and structures for public or commercial use, and equipment for public use within the District.	\$98,800	30-A MRSA §5225(A)(1)(a)
(b) Costs of improvements to roads and infrastructure made outside the District, but directly related to or made necessary by the establishment or operation of the District.	\$32,934	30-A MRSA §5225(B)
(c) Costs related to construction, alteration or expansion of facilities not located in the District that are required due to improvements or activities within the District.	\$32,934	30-A MRSA §5225(B)(1)
(d) Funding for Economic Development programs, including funding of the Town's economic development director, Economic Development Department programming and operations, and acquisition of land and construction of infrastructure related to development of a new industrial park* outside the District to market the Town as a business location.	\$98,800	30-A MRSA §5225(1)(C)(1)
* TIF revenues will only be used for acquisition of land and construction of infrastructure related to industrial or commercial development of new industrial park.		
(e) Costs associated with new or existing recreational trails that have significant potential to promote economic development within and outside the District.	\$32,934	30-A MRSA §(C)(6)
(f) Public safety improvements to include the acquisition of additional equipment or personnel, or improvements to or operations of public safety facilities outside the District as made necessary by the establishment and operation of the District.	\$32,934	30-A M.R.S.A. §§ 5225(1) (B)(1), (2), (9)
<b>Total Project Costs:</b>	<b>\$ 329,336</b>	
Note: The foregoing project cost categories have also been authorized in the following existing TIF Districts of the Town: (a) TIF #6 Nappi Distributors (b) TIF #9 Sebago Brewing; TIF #6 Nappi Distributors (d) TIF #9 Sebago Brewing; TIF #6 Nappi Distributors; TIF #8 Martin's Point; TIF #7 Olde Canal Business Park (a)-(f) TIF #11 Gorham Village District; proposed amended Pettingill TIF #3		



Department of Economic and Community Development  
Municipal Tax Increment Financing  
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## Exhibit K - Comprehensive Downtown Redevelopment Plan

With completed *Downtown Redevelopment Plan Criteria Checklist*.





Department of Economic and Community Development  
Municipal Tax Increment Financing  
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**Exhibit L - Transit-Oriented Development District Map**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
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**Exhibit M - Credit Enhancement Agreement(s)**

**CREDIT ENHANCEMENT AGREEMENT**  
**between**  
**TOWN OF GORHAM, MAINE**  
**and**  
**GORHAM COUNTY ROAD, LLC**

Dated as of March 31, 2006

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**THIS CREDIT ENHANCEMENT AGREEMENT** dated as of March 31, 2006 between the Town of Gorham, Maine (the Town), a municipal body corporate and politic and a political subdivision of the State of Maine, and Gorham County Road, LLC (the "Developer"), a Maine limited liability company.

**WITNESSETH THAT**

**WHEREAS**, the Town designated the Gorham County Road, LLC Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council at a Town Council Meeting held March 1, 2005 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

**WHEREAS**, the Maine Department of Economic and Community Development (the "Department") reviewed and accepted the District and the Development Program effective January 31, 2006; and

**WHEREAS**, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and pursuant to the Development Program, the Town Manager has been given responsibility for all matters relating to the District; and

**WHEREAS**, 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 amended Development Program;

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

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions**

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

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of March 31, 2006.

"Developer" means Gorham County Road, LLC, a Maine limited liability company, its successors and assigns.

“Developer Land” means the land located in the District owned by the Developer, more particularly described as Lot 005-000 and Lot 006-000 on Tax Map 6, and in deed from International Industrial Equipment, Inc., to Gorham County Road, LLC, recorded in the Cumberland County Registry of Deeds in Book 22632, Page 229.

“Development Program” means the Development Program for the District as adopted by the Town Council at its Council Meeting held on March 1, 2005.

“Development Program Fund” means the development program fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.

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

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

“Original Assessed Value” means the assessed value of the Developer Land in the District as of March 31, 2006, which value has been certified by the Town’s Assessor to be \$217,100.

“Project” means the redevelopment of the 2 acre parcel for commercial use by VIP Auto and the construction of a left turn lane on County Road by the Developer in 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 Development Program.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against real and personal property by the Town, or on its behalf.

“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.

“Tax Increment Revenues (Developer’s Share)” means that percentage of the Tax Increment, for each year during the term of this Agreement, with respect to real property and personal property in the District as described in Section 3.1 of this Agreement, which revenues shall be deposited by the Town in the Developer’s Project Cost Account and paid to the Developer pursuant to this Agreement.

“Tax Payment Date” means the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town.

“Town” means the Town of Gorham, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

**Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

The terms “hereby”, “hereof”, “hereto,” “herein”, “hereunder” and 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.

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.

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

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.

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

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

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

**ARTICLE II  
PROJECT COST ACCOUNT AND FUNDING REQUIREMENTS**

**Section 2.1. Creation of Development Program Fund and Project Cost Account**

The Town hereby confirms the creation and establishment of a (a) the Gorham County Road Development District and Tax Increment Financing District Development Program Fund; and (b) a segregated fund in the name of the Town designated as the “Gorham County Road Development District and Tax Increment Financing District Developer’s Project Cost Account of the Development Program Fund” (the Developer’s Project Cost Account) pursuant to, and in accordance with the terms and conditions of the Development Program. The Development Program Fund shall consist of the Developer’s Project Cost Account as described in the Development Program.



**Section 2.2. Deposits into the Gorham County Road, LLC Project Cost Account of the Development Program Fund.**

There shall be deposited by the Town into the Gorham County Road, LLC Project Cost Account contemporaneously with each payment of property tax by Developer and/or any subsequent lot owners, during the term of the District an amount equal to that portion thereof constituting Gorham County Road, LLC Retained Tax Increment Revenues; provided, however, that no such deposit shall be made unless and until the Developer and/or any subsequent lot owners shall have in fact paid to the Town all taxes due on the Developer Land and the Project and provided further that any such deposit to the Gorham County Road, LLC Project Cost Account shall be due and payable solely from such tax payments. Any and all revenues resulting from investment of monies on deposit in the Gorham County Road, LLC Project Cost Subaccount shall be paid to the Developer.

**Section 2.3. Use of Monies in the Development Program Fund.**

Monies deposited in the Development Program Fund shall be used and applied first to fund the Town's payment obligation to the Developer described in Article III hereof.

**Section 2.4. Monies Held in Trust.**

All monies actually paid into the Gorham County Road, LLC Project Cost Account under the provisions hereof and the provisions of the Development Program, and all 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.

**ARTICLE III  
PAYMENT OBLIGATIONS**

**Section 3.1. Developer Payments.**

The Developer and/or any subsequent lot owners shall pay when due all taxes assessed by the Town on taxable property owned by the Developer and/or any subsequent lot owners and located on the Developer Land within the District unless contested by the Developer and/or any subsequent lot owners in good faith by appropriate proceedings pursuant to Maine law.

**Section 3.2. Town Payments.**

Within fifteen (15) days following each Tax Payment Date or the date payment of taxes by the Developer and/or any subsequent lot owners is actually received by the Town, whichever is later, the Town shall pay to the Developer an amount equal to the following percentages of total Retained Tax Increment Revenues resulting from the property tax payments due on such Tax Payment Date up to a maximum amount of \$165,000 in reimbursements:

Percentage of Retained Tax  
Increment Revenues Allocated  
to Gorham County Road, LLC Project

Tax Year	Cost Account
2006-2007	50%
2007-2008	50%
2008-2009	50%
2009-2010	50%
2010-2011	50%
2011-2012	50%
2012-2013	50%
2013-2014	50%
2014-2015	50%
2015-2016	50%
2016-2017	50%
2017-2018	50%
2018-2019	50%
2019-2020	50%
2020-2021	50%

If, with respect to any Tax Payment Date, the Developer and/or any subsequent lot owners fails to pay any portion of the property taxes assessed by the Town, pursuant to Section 3.1 hereof, the property taxes actually paid by the Developer and/or any subsequent lot owners with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value, and second, shall constitute Retained Tax Increment Revenues and shall be applied to the Accounts by the percentages described above.

**Section 3.3. Manner of Payments.**

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

**Section 3.4. Limited Obligation.**

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 Retained Tax Increment Revenues. 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 therefore or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Project and the pledge to Developer of the Gorham County Road, LLC Retained Tax Increment Revenues established under this Agreement.

**Section 3.5. Obligations Unconditional.**

Except as otherwise expressly provided in this Agreement, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer.

**Section 3.6. Failure of Town 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. The developer shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation of the Town's obligation to establish and maintain the Development Program Fund, deposit all Gorham County Road, LLC Retained Tax Increment Revenues into the Gorham County Road, LLC Project Cost Account established hereunder and make required payments to the Developer.

**ARTICLE IV  
PLEDGE AND SECURITY INTEREST**

**Section 4.1. Pledge of Gorham County Road, LLC Project Cost Account.**

In consideration of this Agreement and other valuable consideration 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 the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer of the Gorham County Road, LLC Program Cost Account and all sums of money and other securities therein.

**Section 4.2. Perfection of Interest.**

The Town shall cooperate with the 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 Gorham County Road, LLC Project Cost Account to be duly filed and recorded in the appropriate state and county 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. The Town will establish the Gorham County Road, LLC Project Cost Account as a segregated fund so as to perfect Developer's interest therein.

**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, except as otherwise provided in this Agreement, pledge the credit of the Town, materially disadvantage the Town, or materially change this Agreement.

**Section 4.4. No Disposition of Development Program Fund.**

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Gorham County Road, LLC Project Cost Account.

**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, Agreement and the monies, revenues and receipt on deposit or required to be deposited into the Gorham County Road, LLC Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents and employees.

**ARTICLE V  
DEFAULTS AND REMEDIES**

**Section 5.1. Events of Default.**

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

- a. Any failure by the Town to pay any amounts due to Developer when the same shall become due and payable;
- b. Any failure by the Town to make deposits into the Gorham County Road, LLC Project Cost Account when due;
- c. Any failure by the Town or the Developer to observe and perform in all material respects any other 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; and
- d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or

relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have an involuntary petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

**Section 5.2. Remedies on Default.**

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, either party may specifically enforce the performance or observance of any obligations, agreements or covenants of the other under this Agreement and any documents, instruments and agreements contemplated hereby or enforce any rights or remedies available hereunder.

**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 hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power to be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**Section 5.4. Agreement to Pay Attorneys' Fees and Expenses.**

Notwithstanding the application of any other provision hereof, in the event the Town or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand therefore, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the nondefaulting party if determined by a court of competent jurisdiction that the position of the defaulting party was either unreasonable or taken in bad faith.

**Section 5.5. Waiver of Governmental Immunity with Respect to Claims under this Agreement.**

The Town hereby waives its governmental immunity with respect to any actions or suits undertaken by the Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its

obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. **This waiver of governmental immunity is limited and expressly intended to permit only those legal actions of the Developer that may arise directly under or be necessarily related to this Agreement.** The parties agree that in the event of any dispute or disagreement hereunder the Developer and the Town shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity.

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

### **Section 6.1. Effective Date and 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 on the later of fifteen (15) years thereafter or upon the performance of all obligations on the part of the Town and the Developer hereunder.

### **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, Assignment and Grant of Security Interest**

The Town hereby acknowledges that the Developer may pledge and assign its right, title and interest in, to and under this Agreement or grant a security interest therein 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 or grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing the Development Program on one or more occasions during the term hereof.

Subject to the limitations set forth in Section 4.3 hereof, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of

all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

**Section 7.2. Assignment.**

Upon the sale or other transfer of ownership of the Developer Land or Project in the District, the Developer shall have the unrestricted right to transfer and assign all or any portion of its rights in, to, and under this Agreement at any time at the Developer's sole discretion.

**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 from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

**Section 8.2. Parties in Interest.**

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

**Section 8.3. Severability.**

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

**Section 8.4. No Personal Liability.**

No covenant, stipulation, obligation or agreement of either party 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 or of any present or future employee or agent of the Developer. In addition, 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 communications 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 Gorham  
270 Main Street  
Gorham, Maine 04038-1382

Copy to:

Jensen, Baird, Gardner & Henry  
10 Free Street  
P.O. Box 4510  
Portland, ME 04112  
Attention: William Dale, Esq.

If to the Developer:

Gorham County Road, LLC  
12 Lexington Street  
Lewiston, Maine 04240

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



**Section 8.8. Amendments.**

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

**Section 8.9. Net Agreement.**

Subject only to the provisions of Section 3.4 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, or setoffs, provided, it is understood that the Town's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid by the Developer and received by the Town.

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

The Town agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for 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.

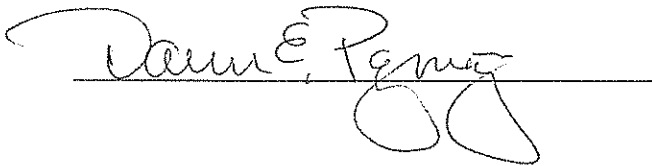
**Section 8.11. Integration.**

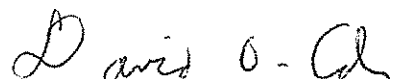
This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

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:

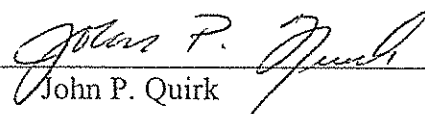
TOWN OF GORHAM

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
David O. Cole  
Its Town Manager

GORHAM COUNTY ROAD, LLC

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
John P. Quirk  
Its Member



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit N - Municipality TIF Policy**



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



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The legislature finds a need for new development in areas of municipalities and plantations to: (A) Provide new employment opportunities; (B) Improve and broaden the tax base; and (C) Improve the general economy of the State. The municipal tax increment financing (TIF) program, established under 30-A M.R.S.A. Chapter 206 §5221-5235, is designed to assist municipalities and plantations to develop a program for improving a district of the municipality or plantation: (A) To provide impetus for industrial, commercial, transit-oriented or arts district development, or any combination; (B) To increase employment opportunities; and (C) To provide the facilities outlined in the development program adopted by the legislative body of the municipality or plantation. The TIF Statute provides that before final designation of a tax increment financing district, the Department of Economic and Community Development (DECD) commissioner shall review the proposed district and development program to ensure compliance with statutory requirements.

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Before designating a development district within the boundaries of a municipality or plantation, or adopting a development program for a designated development district, the municipal or plantation legislative body or the municipal or plantation legislative body's designee must:

- a) Hold at least one public hearing,
  - b) Publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation within the municipality or plantation,
  - c) At the hearing, the legislative body of a municipality or plantation must consider:
    - i. Whether the proposed district or development program will contribute to the economic growth or well-being of the municipality or plantation or to the betterment of the health, welfare or safety of the municipal or plantation inhabitants,
    - ii. Any claim by an interested party that the proposed district or development program will result in a substantial detriment to that party's existing business in the municipality or plantation and produces substantial evidence to that effect.
- 

Mail completed application, with tabs separating exhibits, to:

DECD/Office of Business Development (MTIF)

111 Sewall Street

Augusta, ME 04330

**(e-mailed applications are not accepted)**

**Refer to "CHECKLIST FOR MTIF APPLICATION" to ensure application completeness.**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Municipalities wishing to create a municipal tax increment financing district to fund development programs must apply to DECD using the following application including all attachments noted below, in the order listed:**

1. Table of Contents
2. Completed DECD MTIF Application, provided by DECD  
*Refer to “Checklist for Municipal Tax Increment Financing (MTIF) Application” to ensure application completeness*
3. Exhibit A: Statutory Thresholds and Requirements form, provided by DECD
4. Exhibit B: Assessor’s Certificate of Original Assessed Value
5. Exhibit C: Map of District Location within Municipality
6. Exhibit D: Map of District Boundaries
7. Exhibit E: Annual Revenue Spreadsheet
8. Exhibit F: Annual Tax Shift Spreadsheet
9. Exhibit G: Copy of 10-Day notice of public hearing, including name and date of publication
10. Exhibit H: Minutes of Public Hearing, attested to with dated signature
11. Exhibit I: Record of District designation and Development Plan adoption by municipal legislative body

**If applicable,**

1. Exhibit J: Project Costs Spreadsheet  
*Refer to MTIF Application, “Checklist For MTIF Application” for required information*
2. Exhibit K: For Downtown TIF application, include a comprehensive Downtown Redevelopment Plan with the completed Downtown Redevelopment Plan Criteria Checklist and verification of municipal legislative body approval
3. Exhibit L: For Transit-Oriented Development District, include a map clearly identifying transit facilities plus areas and corridors respective of §5222 (20), (22) & (23)
4. Exhibit M: If an amendment and not already provided, a copy of any executed credit enhancements agreements.
5. Exhibit N: Copy of any municipality/plantation TIF policy



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
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\*\*see “Checklist for Municipal Tax Increment Financing (MTIF) Application” for instructions [to automatically update the Table of Contents](#).



**Department of Economic and Community Development  
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## Section 1- Cover Letter and Application Cover Sheet

1. **Name of municipal tax increment financing (TIF) district and development program:** Pettingill Group (#3)
2. **This is an amended application. If an amendment, what amendment number?** 1
3. **Is this a Downtown designated TIF?** No.  
**If yes, provide the following information regarding the *Downtown Redevelopment Plan*:**
  - a. **Name:** Click here to enter text
  - b. **Date approved by municipal legislative body:** Click to enter a date. (Include verification of this approval with Exhibit I)

**The Downtown Redevelopment Plan must contain the components outlined in the DECD “Downtown Redevelopment Plan Criteria Checklist”**
4. **Is this development district considered a/an [check the appropriate box(es)]?**  
 Industrial     Commercial     Transit-oriented     Arts  
**If this is a transit-oriented development designation, a map is required identifying transit facilities plus areas and corridors pursuant to MRS 30-A §5222(20), (22) & (23). (Exhibit L)**
5. **Municipality name:** Town of Gorham
6. **Municipality address:** 75 South Street, Suite 1, Gorham, ME 04038
7. **Municipality county:** Cumberland
8. **Municipal telephone number:** 222-1650
9. **Municipal official’s name:** Ephrem Paraschak
10. **Municipal official’s title:** Town Manager
11. **Municipal official’s e-mail address:** eparashcak@gorham.me.us
12. **If different from #9 above, contact person/consultant:** Alyssa Tibbetts
13. **Municipal contact/consultant phone number:** 775-7271
14. **Municipality contact/consultant e-mail address:** atibbetts@jbggh.com
15. **Municipality’s assessor’s name:** Benjamin Thompson (Cumberland County Regional Assessing)
16. **Municipality’s assessor’s e-mail address:** bthompson@cumberlandcounty.org

The municipal official named below, certifies he/she has the authority to submit this Application to DECD and further certifies all the information contained in this Application, and its attachments, are true and correct to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print municipal official’s name & title



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Section 2 - Purpose/Basis Original/Amended Application

1. **Provide a brief, “headline” sentence explaining purpose/basis of this application.**

The purpose of this first amendment is to extend the term of the district for an additional 15 years to expire June 30, 2035.

2. **If needed, provide additional information related to the purpose/basis of this application. If this is an amendment, provide a brief, concise overview of the purpose of the original application and each amendment submitted to date.** The original development program was adopted to support the development of the Pettingill Group, LLC and D&G/P-R Company d/b/a Pettingill Ross Co. at 20 Hutcherson Drive in Gorham (Map 12, Block 23, Lot 1 of the Town's tax maps), which was expected to create important new employment opportunities in the Town and improve and broaden the Town's tax base. The Pettingill Ross Co. has been operating at 20 Hutcherson Drive since and continues to be an important business and employer within the Town. The original development program authorized a credit enhancement agreement for the purpose of assisting with the acquisition and renovation of the facility at 20 Hutcherson Drive to be used by Pettingill Ross Co. The estimated capital costs of the project were \$4,580,000. The Town committed to reimbursing the developer 50% of the tax increment revenues in each year of the district term (15 years beginning July 1, 2005 - June 30, 2020). To date, the Town has reimbursed the developer \$203,423.00. The Town does not currently intend to continue the credit enhancement agreement with the developer, but reserves the right to enter into future credit enhancement agreements with property owners or developers within the District following Council approval of the same. The Town designated the captured assessed value of the District to be 50% of the increased assessed value and the remaining 50% of the increased assessed value was paid to the General Fund of the Town each year. The Town now desires to capture 100% of the increased assessed value in each year of the District through the end of the extended District term. The tax increment revenues generated by this captured assessed value will be used for the public project costs identified in Exhibit J hereto.



**Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application**



## Section 3 - Company/Developer Information

### A. Business General Information

[include whenever a company/developer is part of a TIF district proposal (regardless of whether a CEA is offered):

1. **Business name:** Pettingill Ross Co., Inc.
2. **Business address:** 20 Hutcherson Drive, Gorham, ME 04038
3. **Business phone number:** Click here to enter text.
4. **Business contact person:** Click here to enter text.
5. **Business contact person e-mail address:** Click here to enter text.
6. **Principal place of business:** 20 Hutcherson Drive, Gorham, ME 04038
7. **Company structure (e.g. corporation, sub-chapter S, etc.):** Corporation
8. **Place of incorporation:** Maine
9. **Name of Officer(s):** Click here to enter text.
10. **Name of principal owner(s) name:** Click here to enter text.
11. **Address:** Click here to enter text.
12. **Brief project description:** Rehabilitation of a facility located at 20 Hutcherson Drive in Gorham for the company to relocate and operate its precision sheet metal manufacturing business.
13. **Total amount of project new investment by company/developer:** \$ 4,500,000
14. **Will there be a credit enhancement agreement with this business?** To be determined. Skip rest of this section and Section 4.

### B. Disclosure, only in cases where a CEA is offered to the above business:

**1. Check the public purpose(s) that will be met by the business using this incentive:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> job creation                                   | <input type="checkbox"/> job retention        | <input type="checkbox"/> capital investment            |
| <input type="checkbox"/> training investment                            | <input type="checkbox"/> tax base improvement | <input type="checkbox"/> public facilities improvement |
| <input type="checkbox"/> other (list): <u>Click here to enter text.</u> |   |  |

**2. Check the specific item(s) for which TIF revenues will be used by the business:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> real estate purchase                           | <input type="checkbox"/> machinery & equipment purchase | <input type="checkbox"/> training costs |
| <input type="checkbox"/> debt reduction                                 |   |   |
| <input type="checkbox"/> other (list): <u>Click here to enter text.</u> |   |   |





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## Section 4 - Employment Goals/Data

Company Goals for Job Creation and Job Retention. (If a developer, check box , and skip to Section 5)

A. Job Creation Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
B. Job Retention Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank
*See <a href="#">Occupational Cluster Descriptions</a> for more information.			

### INSTRUCTIONS

**A. Job Creation Goals.** Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories listed in the “Occupational Cluster Descriptions.” Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

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



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## Section 5 - Development Program

### Public Project(s)

1. **Will there be any public facilities, improvements, or programs financed in whole or in part by the development program?**  
Yes. See Exhibit J.

### Private Project(s)

2. **Will there be any commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program:** Yes. **If yes, provide a brief, clear description:** Possible - to be determined

### Program Duration

3. **Duration of development district (may not exceed 30 years):**
  - a. **District term: Original application:** 15.  
**If an amendment, adding how many years?** 15 **totaling how many years?** 30
  - b. **Start date of** July 1, 2005 **with fiscal year** [Click here to enter text.](#).  
**[Must begin with tax year in which development district designation is effective pursuant to MRS 30-A §5226, or the subsequent tax year (MRS Title 30-A §5224 (2)(H))]**
  - c. **End date of** June 30, 2035 **with fiscal year** [Click here to enter text.](#)



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**Original Assessed Value**

4. Provide the taxable assessed value of the development district as of the March 31<sup>st</sup> of the tax year preceding the property tax year in which the district was designated by the legislative body.

		OAV of Real Property	OAV of Personal Property	As of (complete year)	Total acres	
Original district		933,100		3/31/2005		6.48
Amendment: (If applicable, with any property added/removed)	#1	-			-	
		+		3/31/____	+	
	#2	-			-	
		+		3/31/____	+	
	#3	-			-	
		+		3/31/____	+	
	#4	-			-	
		+		3/31/____	+	
	#5	-			-	
		+		3/31/____	+	
	#6	-			-	
		+		3/31/____	+	
	#7	-			-	
		+		3/31/____	+	
	#8	-			-	
		+		3/31/____	+	
	#9	-			-	
		+		3/31/____	+	
	#10	-			-	
		+		3/31/____	+	
<b>Total</b>	N/A			N/A		6.480

\*\*\*Municipal Assessor must certify above original assessed value(s) (Exhibit B).



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## Section 6 - Financial Plan

### Increased Assessed Value Information

1. **Total estimated cost for the development program: \$ 534,049** (Should match "total" from Exhibit J)
2. **Municipality will capture 100% of real and personal property increased assessed value for each year of the district term, to apply to the development program.** [Click here to enter text, if needed.](#)
3. **If #2 above's captured assessed value is less than 100%, besides the district's original assessed value, what percentage of increased assessed value will be deposited into the General Fund, or if an unorganized territory, to Education and Services fund?** [Click here to enter % to be deposited in General Fund/Education & Services fund.](#)

### Public Indebtedness

4. **Will there be public indebtedness?** No. No public indebtedness will be incurred without formal amendment.
  - a. **If yes, what is the projected amount of public indebtedness to be incurred?** [Click here to enter text.](#)
  - b. **If an amendment, have any bonds been issued to date pertaining to the approved projects of this district?** No. **If yes, provide the status, such as years left on bond and amount of outstanding debt.** [Click here to enter text.](#)

### Anticipated Revenues

5. **Describe sources of anticipated revenues for public projects (clearly and briefly stated):** The tax increment revenue generated from the increased assessed value in the District.
6. **Describe sources of anticipated revenues for private projects (clearly and briefly stated):** [Click here to enter text.](#)

### Credit Enhancement Agreement (CEA)

7. **Describe terms and conditions of any agreements, contracts or other obligations related to the development program (e.g. CEAs). Ensure to clearly state the reimbursement percentage, along with, if applicable, any local triggers/caps.**
  - a. **Will CEAs be offered as part of this development program?** Yes.
  - b. **List name(s) of company/developer to be offered a CEA:** [Click here to enter text.](#)
    - i. **Provide the CEA reimbursement percentage, term, conditions for each listed company/developer:** None specifically authorized yet, but the Town reserves the right to authorize subject to approval of its Town Council.
  - c. **Is this an omnibus application?** No.  
**If an omnibus, provide clear reimbursement percentage(s) and term(s)/condition(s):** [Click here to enter text.](#)
  - d. **Does the municipality have a TIF policy?** No.

If this is an amendment, and if applicable, include a copy of all executed CEAs as Exhibit M.



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**Development Program Fund and Tax Increment Revenues**

**Read below. Authorized municipal official must initial in provided spaces, acknowledging understanding of the below information:**

If a municipality/plantation has designated captured assessed value, the municipality/plantation shall:

A. Establish a development program fund that consists of the following:

1. A project cost account that is pledged to and charged with the payment of project costs that are outlined in the financial plan and are paid in a manner other than as described in subparagraph (2); and
2. In instances of municipal/plantation indebtedness, a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund;

B. Annually set aside all tax increment revenues on captured assessed values and deposit all such revenues to the appropriate development program fund account established under paragraph A in the following order of priority:

1. To the development sinking fund account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual debt service on bonds and notes issued under section 5231 and the financial plan; and
2. To the project cost account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual project costs to be paid from the account;

C. Make transfers between development program fund accounts established under paragraph A as required, provided that the transfers do not result in a balance in the development sinking fund account that is insufficient to cover the annual obligations of that account; and

D. Annually return to the municipal or plantation general fund any tax increment revenues remaining in the development sinking fund account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development sinking fund account after taking into account any transfers made under paragraph C. The municipality/plantation, at any time during the term of the district, by vote of the municipal or plantation officers, may return to the municipal/plantation general fund any tax increment revenues remaining in the project cost account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development project cost account after taking into account any transfer made under paragraph C. In either case, the corresponding amount of local valuation may not be included as part of the captured assessed value as specified by the municipality or plantation.

X \_\_\_\_\_  
Initial & date

At the end of the district TIF term, all taxable real and/or personal property value captured in the district will be added to the general tax rolls.

X \_\_\_\_\_  
Initial & date



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**Relocation of Person(s)/Business(es)**

8. No businesses of persons will be displaced or relocated as a result of the development activities proposed in the district.

**Transportation Improvements**

9. The existing transportation facilities of the Town will be adequate to accommodate the improvements within the district.

**Environmental Controls**

10. All environmental controls required by law shall apply to development in the district, including any applicable requirements of the Town's Zoning Ordinance and all other applicable State and federal environmental laws and regulations.

**District Operation**

11. **After the planned capital improvements are completed, provide a brief statement of the proposed operation of the development district pertaining to:**
  - a. **Public capital improvements:** The day-to-day operations of the District will require no substantial efforts by the Town other than staffing and programming of the economic development and planning offices and supporting staff funded by this Development Program to the extent described in Exhibit J.
  - b. **Private capital improvements:** The company will continue to operate the facility and will be responsible for all maintenance and operational costs thereof.



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## Section 7 - Notice and Hearing

1. **Date of public notice (must be minimally 10 days before the public hearing):** May 22, 2020

For Exhibit G, provide a legible copy of the newspaper page showing the public hearing , newspaper name and date of publication.

2. **Date of public hearing:** June 2, 2020

For Exhibit H, provide a copy of the public hearing minutes, attested to with dated signature.

3. **Date municipal or plantation legislative body approved original district designation:** March 2, 2004  
**Date municipal or plantation legislative body adopted original development program:** March 2, 2004  
**If an amendment, is it to the:**

- district. Provide date municipal or plantation legislative body approved:** Click to enter a date.  
 **development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.  
 **district and development program. Provide date municipal or plantation legislative body approved:** June 2, 2020

For Exhibit I, provide verification of district designation and adoption of development program by municipal legislative body including vote tally.

4. **Is a municipal official authorized to make technical revisions to this District application/development program to facilitate the process for review and approval by DECD, as long as such revisions are not inconsistent with the basic structure and intent of the development program?** Yes. See Council Order at Exhibit I



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## Exhibit A - Statutory Requirements & Thresholds

\*\*round to second decimal place

SECTION A.   Acreage Caps		
1. Total <b>municipal</b> acreage	30,120.57	
2. Acreage of <b>proposed</b> Municipal TIF District (amendment - no proposed change in acreage)	0	
3. <b>Downtown-designation</b> <sup>1</sup> acres in proposed Municipal TIF district	0	
4. <b>Transit-Oriented Development</b> <sup>2</sup> acres in proposed Municipal TIF district	0	
5. <b>Total acreage</b> [=A2-A3-A4] of existing Municipal TIF district counted toward 2% limit	6.48	
6. <b>Percentage</b> [=A5÷A1] of total acreage in proposed Municipal TIF district (CANNOT EXCEED 2%)	0.022 %	
7. <b>Total acreage</b> of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>including</b> Municipal Affordable Housing Development districts: <sup>3</sup> TIF #2 (ODAT/Grondin): 28.75 acres; TIF District #3 (Pettingill Ross): 6.48 acres; TIF District #4 (VIP): 2 acres; TIF District #6 (Nappi): 21.3 acres; TIF District #7 (Olde Canal): 56.7 acres; TIF #8 (Martin’s Point): 19.94 acres; TIF District #9 (Sebago Brewing) 6.1 acres; TIF District #10 (Harvey Performance Company) 13.03 acres; and PENDING TIF District #11 (Gorham Village) 617.29).	Existing	771.59
	Proposed	0
	Total	771.59
<b>30-A § 5223(3) EXEMPTIONS</b> <sup>4</sup>		
8. Acreage of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district	617.29	
9. Acreage of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts:	0	
10. Acreage of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts:	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> <sup>5</sup> Pine Tree Development Zones per 30-A § 5250-I (14)(A) <b>excluding</b> any such acreage also factored in Exemptions 8-10 above:	0	
12. <b>Total acreage</b> [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	154.3	
13. <b>Percentage of total acreage</b> [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	0.5123%	
14. <b>Real property</b> in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area	0	0
b. In need of rehabilitation, redevelopment or conservation	6.48	100%
c. Suitable for commercial or arts district uses		
<b>TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)</b>		100%

<sup>1</sup> Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

<sup>2</sup> For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

<sup>3</sup> For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B must exclude AH-TIF valuation.

<sup>4</sup> Downtown/TOD overlap nets single acreage/valuation caps exemption.

<sup>5</sup> PTZ districts approved through December 31, 2008.





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<b>SECTION B.   Valuation Cap</b>	
1. <b>Total TAXABLE</b> municipal valuation—use most recent April 1	\$1,614,976,215
2. <b>Taxable Original Assessed Value (OAV)</b> of proposed amended Municipal TIF District as of March 31, 2005	\$933,100
3. <b>Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality <b>excluding</b> Municipal Affordable Housing Development districts: TIF #2 (ODAT/Grondin): \$277,300; TIF District #3 (Pettingill Ross): \$933,100; TIF District #4 (County Rd/VIP): \$217,100; TIF District #6 (Nappi): \$136,130; TIF District #7 (Olde Canal): \$180,200; TIF #8 (Martin’s Point): \$276,300; TIF District #9 (Sebago Brewing) \$0; TIF District #10 (Harvey Performance Company) \$190,500; and PENDING TIF #11 (Gorham Village District) \$221,635,154.</b>	Existing \$223,845,784
	Proposed 0
	Total \$223,845,784
<b>30-A § 5223(3) EXEMPTIONS</b>	
4. <b>Taxable OAV</b> of an <u>existing/proposed</u> <b>Downtown</b> Municipal TIF district	\$221,635,154
5. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Transit-Oriented Development</b> Municipal TIF districts	0
6. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Community Wind Power</b> Municipal TIF districts	0
7. <b>Taxable OAV</b> of all <u>existing/proposed</u> <b>Single Taxpayer/High Valuation</b> <sup>6</sup> Municipal TIF districts	0
8. <b>Taxable OAV</b> in all <u>existing/proposed</u> Municipal TIF districts <b>common to</b> Pine Tree Development Zones per 30-A § 5250-l (14)(A) <b>excluding</b> any such OAV also factored in Exemptions 4-7 above:	0
9. <b>Total taxable OAV</b> [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	\$2,210,630
10. <b>Percentage of total taxable OAV</b> [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	0.1369%

COMPLETED BY			
PRINT NAME	Alyssa Tibbetts		
SIGNATURE		DATE	
<p>If this form has <b>not be completed by the municipal or plantation assessor</b>, the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.</p>			
PRINT NAME	Benjamin Thompson		
SIGNATURE		DATE	

<sup>6</sup> For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.



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**Exhibit B - Assessor's Certificate**

**Exhibit B**  
**Assessor's Certificate of Original Assessed Value**

The undersigned assessor of the Town of Gorham, 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 real property within the boundaries of the Pettingill Tax Increment Financing District # 4 as described in the Development Program for the District, was \$933,100 as of March 31, 2005 (April 1, 2004).

IN WITNESS WHEREOF this Certificate has been executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Benjamin Thompson, Municipal Assessor



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**Exhibit C - Map of District Location within Municipality**



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**Exhibit D - Map of District Boundaries**



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**Exhibit E - Annual Revenue Spreadsheet**

**Exhibit E**  
**Annual Revenue Spreadsheet**

TIF Year	Assessment Date 4/1	Fiscal Year	Original Assessed Value 3/31/05 (04/01/04)	Increased Assessed Value <sup>1</sup>	Captured Assessed Value <sup>2</sup>	Mill Rate <sup>3</sup>	New Tax Revenue on CAV
				Annual	Annual		Annual
1	2005	2005-2006	\$ 933,100	\$ 1,166,300	\$583,150	19.50	\$11,371
2	2006	2006-2007	\$ 933,100	\$ 1,857,900	\$928,950	19.40	\$18,022
3	2007	2007-2008	\$ 933,100	\$ 2,212,400	\$1,106,200	16.00	\$17,699
4	2008	2008-2009	\$ 933,100	\$ 2,091,600	\$1,045,800	16.00	\$16,733
5	2009	2009-2010	\$ 933,100	\$ 1,667,100	\$833,550	15.90	\$13,253
6	2010	2010-2011	\$ 933,100	\$ 1,595,600	\$797,800	15.90	\$12,685
7	2011	2011-2012	\$ 933,100	\$ 1,524,100	\$762,050	16.30	\$12,421
8	2012	2012-2013	\$ 933,100	\$ 1,479,500	\$739,750	16.30	\$12,058
9	2013	2013-2014	\$ 933,100	\$ 1,551,100	\$775,550	17.30	\$13,417
10	2014	2014-2015	\$ 933,100	\$ 1,461,000	\$730,500	17.40	\$12,711
11	2015	2015-2016	\$ 933,100	\$ 1,954,300	\$977,150	16.30	\$15,928
12	2016	2016-2017	\$ 933,100	\$ 2,018,000	\$1,009,000	17.00	\$17,153
13	2017	2017-2018	\$ 933,100	\$ 1,952,700	\$976,350	17.10	\$16,696
14	2018	2018-2019	\$ 933,100	\$ 1,947,000	\$973,500	18.20	\$17,718
15	2019	2019-2020	\$ 933,100	\$ 1,878,800	\$939,400	18.95	\$17,802
16	2020	2020-2021	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
17	2021	2021-2022	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
18	2022	2022-2023	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
19	2023	2023-2024	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
20	2024	2024-2025	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
21	2025	2025-2026	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
22	2026	2026-2027	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
23	2027	2027-2028	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
24	2028	2028-2029	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
25	2029	2029-2030	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
26	2030	2030-2031	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
27	2031	2031-2032	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
28	2032	2032-2033	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
29	2033	2033-2034	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
30	2034	2034-2035	\$ 933,100	\$ 1,878,800	\$1,878,800	18.95	\$35,603
<b>30 Year TIF Total</b>				<b>\$60,000,000</b>	<b>\$41,360,700</b>		<b>\$759,715</b>
<b>30 Year Average</b>				<b>\$1,817,980</b>	<b>\$1,378,690</b>		<b>\$25,324</b>

Notes/Assumptions

1. Actual increased assessed values reflected for 2005-2020. Projected assessed value from 2020 - 2035 based on 2020 actual value.
2. Captured Assessed Value was designated as 50% for the first 15 years of the District (2005-2020) and will be increased with this amendment to 100% for the remaining 15 years of the District (2020-2035).
3. Actual mil rates reflected for years 2005 - 2020. Projected mil rate from 2020 - 2028 based on 2020 actual mil rate, held constant for remainder of District term.
4. The preceding table contains projections and forward-looking statements that are subject to a number of risks and uncertainties that could cause the actual results to differ materially from any future results expressed or implied by the projections reported in this table.



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**Exhibit F - Annual Tax Shift Spreadsheet**



**Exhibit F**  
**Annual Tax Shift Spreadsheet**

TIF Year	Fiscal Year	Education Shift <sup>2</sup>	Revenue Sharing Shift <sup>3</sup>	County Tax Shift <sup>4</sup>	Total <sup>5</sup>
1	2005-2006				
2	2006-2007				
3	2007-2008				
4	2008-2009				
5	2009-2010				
6	2010-2011				
7	2011-2012				
8	2012-2013				
9	2013-2014				
10	2014-2015				
11	2015-2016				
12	2016-2017				
13	2017-2018				
14	2018-2019				
15	2019-2020				
16	2020-2021	\$15,369	\$1,505.03	\$1,204	\$18,078
17	2021-2022	\$15,369	\$1,505.03	\$1,257	\$18,131
18	2022-2023	\$15,369	\$1,505.03	\$1,313	\$18,186
19	2023-2024	\$15,369	\$1,505.03	\$1,371	\$18,244
20	2024-2025	\$15,369	\$1,505.03	\$1,431	\$18,305
21	2025-2026	\$15,369	\$1,505.03	\$1,494	\$18,368
22	2026-2027	\$15,369	\$1,505.03	\$1,560	\$18,434
23	2027-2028	\$15,369	\$1,505.03	\$1,629	\$18,503
24	2028-2029	\$15,369	\$1,505.03	\$1,701	\$18,575
25	2029-2030	\$15,369	\$1,505.03	\$1,776	\$18,650
26	2030-2031	\$15,369	\$1,505.03	\$1,854	\$18,728
27	2031-2032	\$15,369	\$1,505.03	\$1,936	\$18,810
28	2032-2033	\$15,369	\$1,505.03	\$2,022	\$18,895
29	2033-2034	\$15,369	\$1,505.03	\$2,111	\$18,984
30	2034-2035	\$15,369	\$1,505.03	\$2,204	\$19,078
<b>30 Year TIF Total</b>		<b>\$230,529</b>	<b>\$22,575</b>	<b>\$24,863</b>	<b>\$277,967</b>
<b>30 Year Average</b>		<b>\$15,369</b>	<b>\$1,505.03</b>	<b>\$1,657.54</b>	<b>\$18,531.15</b>

Notes / Assumptions:

1. Tax shifts have been calculated on a prospective basis only and reflect projections of the remaining term of the District. Projections are based on the most current data available and the current assessed value of the District, which is held constant through the remainder of the District term. Assessed value within the District is likely to increase and projections in later years are much less likely to be accurate.
2. The education rate used to calculate the education tax shift is based on the adjusted mill rate (8.18) in the Gorham Public School District based on the preliminary ED 279 for FY 2021 published 01/30/20.
3. The State Revenue Sharing shift was calculated based on the FY 2021 (7/1/20 - 6/30/21) Projected Municipal Revenue Sharing published 03/05/20 by the Office of the Maine State Treasurer.
4. The County tax shift was calculated based on the Town's actual municipal state valuation and county tax assessment for Calendar year 2020 and based on projections for the remainder of the District term based on a five-year historical average of County tax increases;
5. The total tax shifts are the result net impact to the Town of the avoided loss of State Revenue Sharing, the avoided loss of State aid to education and the avoided increase to County taxes. These projections assume that all other values in other communities to the extent they relate to the calculation of education subsidies, revenue sharing or county taxes are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit G - 10-Day Notice of Public Hearing**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit H - Minutes of Public Hearing**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit I - Record of District Designation and Development Plan Adoption**



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit J - Public Project Costs**

**Exhibit J**  
**Project Costs Table**

<u>Project</u>	<u>Estimated Cost Over Remaining 15 Years</u>	<u>Statutory Citation</u>
(a) Construction of land, improvements, public ways, buildings, and structures for public or commercial use, and equipment for public use within the District.	\$160,215	30-A MRSA §5225(A)(1)(a)
(b) Costs of improvements to roads and infrastructure made outside the District, but directly related to or made necessary by the establishment or operation of the District.	\$53,405	30-A MRSA §5225(B)
(c) Costs related to construction, alteration or expansion of facilities not located in the District that are required due to improvements or activities within the District.	\$53,405	30-A MRSA §5225(B)(1)
(d) Funding for Economic Development programs, including funding of the Town's economic development director, Economic Development Department programming and operations, and acquisition of land and construction of infrastructure related to development of a new industrial park* outside the District to market the Town as a business location.	\$160,215	30-A MRSA §5225(1)(C)(1)
* TIF revenues will only be used for acquisition of land and construction of infrastructure related to industrial or commercial development of new industrial park.		
(e) Costs associated with new or existing recreational trails that have significant potential to promote economic development within and outside the District.	\$53,405	30-A MRSA §(C)(6)
(f) Public safety improvements to include the acquisition of additional equipment or personnel, or improvements to or operations of public safety facilities outside the District as made necessary by the establishment and operation of the District.	\$53,405	30-A M.R.S.A. §§ 5225(1) (B)(1), (2), (9)
<b>Total Project Costs:</b>	<b>\$ 534,049</b>	
Note: The foregoing project cost categories have also been authorized in the following existing TIF Districts of the Town: (a) TIF #6 Nappi Distributors (b) TIF #9 Sebago Brewing; TIF #6 Nappi Distributors (d) TIF #9 Sebago Brewing; TIF #6 Nappi Distributors; TIF #8 Martin's Point; TIF #7 Olde Canal Business Park (a)-(f) TIF #11 Gorham Village District		



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



## Exhibit K - Comprehensive Downtown Redevelopment Plan

With completed *Downtown Redevelopment Plan Criteria Checklist*.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit L - Transit-Oriented Development District Map**





Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit M - Credit Enhancement Agreement(s)**

## CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of 3/4, <sup>2005</sup> 2004, between the Town of Gorham, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "Town"), and Pettingill Group, LLC., a Maine limited liability company (the "Developer").

### WITNESSETH THAT

WHEREAS, the Town designated the Pettingill Municipal Development District and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote at Town Council Meeting held on 3/2, 2004 and pursuant to the same Town Council Meeting action 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 approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer and the Town approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such Town Council Meeting approval and a resolution of the Municipal Officers, adopted 3/2 2004 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

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.

"Captured Assessed Value" means the amount, stated as percentages, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program described in the Development Program.

"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.

"Developer" means Pettingill Group, LLC, a Maine limited liability company, its successors and assigns.

"Development Program" means the Development Program for the District as adopted by the voters of the Town at a Town Council Meeting held on 3/2, 2004.

"Development Program Fund" means the development program fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

“District” means the Pettingill Municipal Development District 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 at its Town Council Meeting held on 3/2, 2004.

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

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

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

“Original Assessed Value” means the assessed value of the District as of March 31, 2005.

“Project” means the design, planning, development, acquisition, construction, financing and installation of the Capital Program 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 Development Program.

“Project Cost Account” means the Developer’s Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

“Property Taxes” means any and all ad valorem property taxes levied, charged or assessed against real property or personal property 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 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.

“Tax Increment Revenues (Developer’s Share)” means that percentage of the Tax Increment, for each year during the term of this Agreement, with respect to real property and personal property in the District as described in Section 3.01 of this Agreement, which revenues shall be deposited by the Town in the Developer’s Project Cost Account and paid to the Developer pursuant to this Agreement.

“Tax Payment Date” means the date(s) on which Property Taxes levied by the Town are due and payable from owners of property located within the Town.

“Town” means the Town of Gorham, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

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), limited liability companies, 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 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, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

## **ARTICLE II: DEVELOPER’S PROJECT COST ACCOUNT OF THE DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

Section 2.1. Creation of Developer’s Project Cost Account of the Development Program Fund. The Town hereby confirms the creation and establishment of (a) the Pettingill Development District and Tax Increment Financing District Development Program Fund; and (b) a segregated fund in the name of the Town designated as the “Pettingill Development District and Tax Increment Financing District Developer’s Project Cost Account of the Development Program Fund” (the “Developer’s Project Cost Account”) pursuant to, and in accordance with the terms and conditions of the Development Program. The Development Program Fund shall consist of the Developer’s Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer’s Project Cost Account of the Development Program Fund. The Town shall deposit into the Developer’s Project Cost Account contemporaneously with each payment of Property Tax during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer’s Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. Any and all revenues resulting from investment of monies on deposit in the Developer’s Project Cost Account shall be retained therein and shall be reinvested and otherwise applied to the purposes for which the Developer’s Project Cost Account is dedicated.

Section 2.3. Use of Monies in Developer’s Project Cost Account of the Development Program Fund. Monies deposited in the Developer’s Project Cost Account shall be used and applied exclusively to fund the Town’s payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer’s Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, and all investment earnings thereon shall be held by the Town in trust, for the benefit of the Developer.

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

Section 2.6. Liens. The Town shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

### ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. The term of this Agreement shall commence on July 1, 2005 and shall end on June 30, 2020. The Town agrees to pay to the Developer within 15 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to real property or personal property in the District, whichever is later, payments equal to the Tax Increment Revenues (Developer's Share) as hereafter defined for each Fiscal Year of the Town beginning with the first Fiscal Year of the Town after the designation and approval of the District by the Maine Department of Economic and Community Development, being the Fiscal Year beginning July 1, 2005 and ending June 30, 2006 (which period is identified as year 1 hereinbelow) and continuing with each Fiscal Year of the Town thereafter through and including the year ending June 30, 2020. The Tax Increment Revenues (Developer's Share) for each Fiscal Year during the term of this Agreement shall mean the applicable percentage set forth below for each such Fiscal Year times the entire Tax Increment for such year on all real property and all personal property located in the District, such real property being the property described in Schedule A hereto. The Town shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns. Each such payment by the Town to the Developer shall include all interest and earnings earned by the Town on such amount, computed from the date of payment of the Property Tax through the date of the payment by the Town to the Developer hereunder. The obligation of the Town to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account, 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.

Fiscal Year After Execution of this Agreement	Tax Increment Revenues (Developer's Share)
1 (July 1, 2005 – June 30, 2006)	50%
2 (July 1, 2006 – June 30, 2007)	50%
3 (July 1, 2007 – June 30, 2008)	50%
4 (July 1, 2008 – June 30, 2009)	50%
5 (July 1, 2009 – June 30, 2010)	50%
6 (July 1, 2010 – June 30, 2011)	50%
7 (July 1, 2011 – June 30, 2012)	50%
8 (July 1, 2012 – June 30, 2013)	50%
9 (July 1, 2013 – June 30, 2014)	50%

10 (July 1, 2014 – June 30, 2015)	50%
11 (July 1, 2015 – June 30, 2016)	50%
12 (July 1, 2016 – June 30, 2017)	50%
13 (July 1, 2017 – June 30, 2018)	50%
14 (July 1, 2018 – June 30, 2019)	50%
15 (July 1, 2019 – June 30, 2020)	50%

The Tax Increment Revenues (Developer's Share) is computed based on the total Tax Increment of the District; thus the amount to be paid by the Town to the Developer hereunder for any year shall be equal to the Tax Increment Revenues (Developer's Share) percentage set forth above for such year multiplied by the total Tax Increment of the District for such year, which total Tax Increment amount includes any portion of the Tax Increment that is not retained or captured in the District.

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 Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the Town agrees to pay the same with interest thereon at the rate equal to the rate payable to the Town by property tax payers on delinquent property taxes, as adjusted annually, but only from Tax Increment Revenues (Developer's Share) paid to the Town by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.3. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit.

Section 3.4. Obligations Unconditional. The obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Development Program.

Section 3.5. Limited Obligation. The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. 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 or to levy or to make any appropriation for their payment, excepting the Town's obligation to

levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

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

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

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

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.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof 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, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

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

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the Town to pay any amounts due to Developer when the same shall become due and payable and any failure by the Town to make deposits into the Development Program Fund or the Developer's Project Cost Account as and when due;

(b) 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 the Developer to be observed or performed, provided, however, that failure of Developer to pay Property Taxes when due shall not constitute an event of default hereunder; or

(c) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine. Neither party has the right to terminate this Agreement.

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 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 relinquishment for the future of the rights 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 Town 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. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Waivers. The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken by Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Town shall continue to make payment of all



amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The Town hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute.

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

Section 6.1. Effective Date and 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 for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to 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 and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's 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 or to grant such security interests. Recognizing this intention, the Town does hereby consent and agree to the grant of such security interests and to pledge and assignment of all the Developer's (or the pledge and assignment by any one Developer of its) right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The Town hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, 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 secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. The Developer also shall have the unrestricted right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Developer may, in its sole discretion, deem appropriate.

#### **ARTICLE VIII: MISCELLANEOUS**

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. 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 8.4. 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 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications 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 hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:           Town Manager  
                                  Town of Gorham  
                                  270 Main Street  
                                  Gorham, ME.

If to the Developer:     Pettingill Group LLC  
                                  29 Eisenhower Drive  
                                  Westbrook, ME.

Any 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 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. 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 any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to induce secured parties, assignees or pledges to provide 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 secured parties, assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10. 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 (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

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.

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

WITNESS

Jeri L. Sheldon

Mary Russell

Town of Gorham

By: David O. Cole  
Its Town Manager

Pettingill Group LLC

By: [Signature]  
Its Manager

**SCHEDULE A TO CREDIT ENHANCEMENT AGREEMENT**

The property in the Gorham, Maine being Map 12, Block 23, Lot 1.



Department of Economic and Community Development  
Municipal Tax Increment Financing  
Application



**Exhibit N - Municipality TIF Policy**

**AGENDA AND PROPOSED ORDERS  
GORHAM TOWN COUNCIL  
EMERGENCY MEETING  
March 24, 2020  
6:00pm  
Online Via Google Meet**

**\*Note - No public comment will be taken during this meeting although it is anticipated that future remote regular Town Council meetings will incorporate a means by which to provide public comment. This meeting may be viewed on local access television and found on the Town website through GOCAM at [www.gorham-me.org](http://www.gorham-me.org) or <https://www.gorham-me.org/gorham-government-education-television>**

**Roll Call**

**Item #2020-3-13** Action to consider the emergency adoption of an ordinance entitled “Town of Gorham Emergency Management Ordinance.” (Council Philips Spon.)

**Proposed Order # 20-041** Ordered, that the Town Council adopt an Emergency Management Ordinance pursuant to Section 213.1 of the Gorham Town Charter as follows:

**TOWN OF GORHAM  
EMERGENCY MANAGEMENT ORDINANCE**

March 24, 2020

**Emergency Preamble:**

WHEREAS, the Town of Gorham (“Town”) currently has no ordinance, policy or other provisions to establish emergency management processes and procedures, or a means by which to issue a proclamation that an emergency exists within the Town; and

WHEREAS, there is currently an outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, which continues to expand to a growing number of international locations, including the United States; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization (the “WHO”) declared that the global health crisis involving COVID-19 is a pandemic; and

WHEREAS, on March 15, 2020, Governor Janet Mills declared a State of Civil Emergency for the entire State of Maine in order to address the threat that COVID-19 poses to the health and welfare of residents and visitors to the State of Maine; and

WHEREAS, as of March 23, 2020, there were one hundred and seven (107) case in Maine of COVID-19 with several confirmed cases in Gorham; and

WHEREAS, the Maine Center for Disease Control and Prevention has confirmed that there is community spreading of the disease in Cumberland County; and

WHEREAS, in the judgment of the Gorham Town Council, these facts create an emergency within the meaning of Article II, Section 213.1 of the Town Charter and require the following ordinance as immediately necessary for the preservation of the public health, safety and welfare;

NOW, THEREFORE, the Town Council hereby ordains that an Emergency Management Ordinance for the Town of Gorham be adopted to read as follows:

**Section 1. Purpose.**

It is the intent and purpose of this ordinance to establish an emergency management team in compliance and in conformity with the provisions of 37-B M.R.S. §§ 781 *et seq.* to ensure the complete and efficient utilization of the Town’s facilities and resources to combat disaster as defined herein.

**Section 2. Definitions.**

The following definitions shall apply in the interpretation of this ordinance:

A. The term “Emergency Management Director” shall mean the director of the Town’s emergency management team, appointed as prescribed in this ordinance.

B. The term “disaster” shall mean the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, disease, epidemic, pandemic, air contamination, critical material shortage, infestation, explosion or riot.

C. The term “emergency management team” shall mean the entire group of Town departments working under this ordinance for the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, in order to minimize and repair injury and damage resulting from disasters or catastrophes caused by enemy or terrorist attacks, sabotage, riots or other hostile action or by fire, flood, earthquake or other natural or man-made causes. These functions include, without limitation, firefighting, police, emergency medical services, emergency welfare, rescue, engineering, public warning and communications services, evacuation of persons

from stricken areas, allocation of critical materials in short supply, emergency transportation, other activities related to civilian protection and other activities necessary to the preparation for the carrying out of these functions.

D. The term “emergency management team forces” shall mean the employees, equipment and facilities of all Town departments, boards, institutions and commissions, and in addition it shall include all volunteer persons, equipment and facilities contributed by or obtained from volunteer persons or agencies.

### **Section 3. Team organization.**

A. The Town Manager shall be responsible for the emergency management team’s organization, administration and operation. The Town Manager may employ such permanent or temporary employees as he or she deems necessary and prescribe their duties.

B. The Town Council shall review the existing operational organization to ascertain the emergency management team’s ability to cope with its responsibilities and shall approve the Town’s Emergency Operations Plan, as defined below.

### **Section 4. Emergency Management Director.**

The Town Manager shall recommend to the Town Council his or her appointment for Emergency Management Director; this appointment will be subject to Council confirmation as outlined in 37-B M.R.S. § 782. The Emergency Management Director shall coordinate the activities of all Town departments, organizations and agencies for civil emergency preparedness within the Town and maintain a liaison with other emergency management agencies and public safety agencies and have such additional duties as prescribed by the Town Manager.

### **Section 5. Policies.**

The Emergency Management Director shall prepare, under the direction of the Town Manager, such policies as may be deemed necessary for the administration and operational requirements of the team, which policies must be approved by the Town Council prior to becoming effective.

### **Section 6. Emergency proclamation.**

A. The Town Manager shall have the power and authority, upon consultation with the Chair of the Town Council, to issue a proclamation that an emergency exists whenever a disaster or civil emergency exists or appears imminent. The proclamation may declare that an emergency exists in any or all sections of the Town. If the Town Manager is temporarily absent from the Town or otherwise unavailable, the person designated by the Town Manager pursuant to Article III, Section 304 of the Town Charter may issue the proclamation that an emergency exists. If neither the Town Manager nor the person designated to act in the Town Manager’s absence is available, then the following persons shall have the power and authority to issue a proclamation that an emergency exists, in the following order of succession: the Emergency Management



Director, the Fire Chief, the Police Chief, and the Public Works Director. A copy of such proclamation shall be filed within twenty-four (24) hours in the office of the Town Clerk.

B. Notwithstanding the above, when consultation with the Chair of the Town Council would result in a substantial delay in an effective response in alleviating or preventing an emergency or disaster, the Town Manager, or his successor as outlined above, is authorized to take whatever actions are necessary to prevent the loss of life and property in the Town.

C. The Town Manager and/or the Emergency Management Director shall be responsible for submitting a full report to the Town Council of all actions taken as a result of the declared emergency as soon as the Town Council can be convened.

**Section 7. Termination of emergency.**

A. When the Town Manager, or his or her successor as outlined above, is satisfied that a disaster or civil emergency no longer exists, he or she shall terminate the emergency proclamation by another proclamation affecting the sections of the Town covered by the original proclamation, or any part thereof. Said termination of emergency shall be filed in the office of the Town Clerk.

B. No state of emergency may continue for longer than five (5) days unless renewed by the Town Council.

**Section 8. Town Manager's duties and emergency powers.**

A. During any period when an emergency proclamation is in effect, the Town Manager may implement rules and/or regulations as he or she deems necessary to protect life and property and to preserve critical resources within the purposes of this ordinance. Such regulations may include, but are not limited to, the following:

- (1) Regulations prohibiting or restricting the movement of vehicles in areas within or without the Town;
- (2) Regulations facilitating or restricting the movement of persons within the Town;
- (3) Regulations pertaining to the movement of persons from hazardous areas within the Town; and
- (4) Such other regulations necessary to preserve public peace, health, safety and welfare.

B. The Town Manager may suspend the enforcement of any ordinance or rules prescribing the procedures for conduct of Town business if strict compliance with the provisions of the ordinance or rule would in any way prevent, hinder or delay necessary action in coping with the emergency.

C. Nothing in this section shall be construed to limit the authority or responsibility of any department to proceed under powers and authority granted to it by State statute, Town ordinance or the Town Charter.

D. The Town Manager or his designee may order the evacuation of persons from hazardous areas within the Town.

E. The Town Manager, or his or her designee, shall be authorized to request aid or assistance from the State or any political subdivision of the State, utilize any such aid received, and render assistance to other political subdivisions under the provisions of Title 37-B, Chapter 13, of the Maine Revised Statutes.

F. The Town Manager may obtain vital supplies, equipment and other items found lacking and needed for the protection of health, life and property during an emergency without following normal purchasing or formal bid procedures.

G. The powers of the Town Manager and any regulations promulgated hereunder shall terminate at the end of the declared emergency.

#### **Section 9. Emergency Operations Plan.**

A. The Emergency Management Director shall prepare an all hazard Emergency Operations Plan (EOP) for the Town, which shall be submitted to the Town Council for approval. The EOP shall incorporate the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS) and shall include those elements required by 37-B M.R.S. § 783.

B. It shall be the responsibility of all municipal departments and agencies to perform the functions assigned and to maintain their portions of the EOP in a current state of readiness. The EOP shall be reviewed periodically by the Town Manager in conjunction with all the Town department heads and the Emergency Management Director.

#### **Section 10. Immunity from liability.**

All emergency management team forces, while engaged in emergency management activities, shall be immune from liability, as set forth in 37-B M.R.S. § 822.

#### **Section 11. Compensation for injuries.**

All emergency management team forces appointed to specific functions, whether paid or volunteer, shall be deemed to be employees of the Town when engaged in training or on duty and shall have all of the rights of Town employees and will be covered by the Town's workers' compensation insurance for the duration of the training or incident. All persons responding to assist the Town as part of existing mutual aid agreements will be covered by their employer or by the State of Maine under the Workers' Compensation Act as set forth in 37-B M.R.S. § 823.

**Section 12. Violations of regulations.**

It shall be unlawful for any person to violate any provision of this ordinance or of the regulations or plans issued pursuant to the authority contained herein or to obstruct, hinder or delay any emergency management team forces as herein defined in the enforcement of the provisions of this ordinance or any regulation or plan issued hereunder.

**Section 13. Penalties.**

Any person, firm or corporation violating any provision of this ordinance or any rule or regulation promulgated hereunder, upon conviction thereof, shall be punished by a fine of not less than \$100 and not more than \$500 and the costs of prosecution, including attorney's fees.

**Section 14. Severability.**

Should any provision of this ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions or of this ordinance as a whole, it being the legislative intent that the provisions of this ordinance shall be severable and remain valid notwithstanding such declaration.

**Section 15. Conflicting ordinances and regulations superseded during emergency.**

At all times when an emergency proclamation is in effect, the orders, rules and regulations made pursuant to this ordinance shall supersede all existing ordinances, orders, rules and regulations, insofar as the latter may be inconsistent herewith.

**Section 16. Effective date.**

In view of the emergency cited in the Emergency Preamble, this ordinance shall take effect on immediately upon adoption by the Town Council on March 24, 2020.

**Adjourn**



Office of  
The Governor

No. 53-A FY 19/20  
DATE May 26, 2020

**AN ORDER AMENDING EXECUTIVE ORDER 53 FY 19/20**

**WHEREAS**, I proclaimed a state of emergency on March 15, 2020 and renewed states of emergency on April 14, 2020 and May 13, 2020 to authorize the use of emergency powers in order to expand and expedite the State's response to the serious health and safety risks of the highly contagious COVID-19; and

**WHEREAS**, on May 12, 2020 I issued Executive Order 53 FY 19/20 (corrected) (hereafter Executive Order 53) that, for the reasons and upon the authorities stated therein, adjusted certain matters relating to municipalities and the Office of Secretary of State; and

**WHEREAS**, it is now desirable to amend that Order in order to make it more effective and efficient;

**NOW THEREFORE**, I, Janet T. Mills, Governor of the State of Maine, pursuant to 37-B M.R.S. Ch. 13, including but not limited to the authorities cited in Executive Order 53, do hereby Order as follows:

**I. ORDER**

Section I (A) Executive Order 53 is repealed and replaced with the following:

**A. Vehicle Registration.** A vehicle required to be registered in this State after purchase or transfer of ownership or for which a registration expires or has expired must be registered within a deadline established by the municipal officers of the municipality in which the vehicle owner resides, or no later than 30 days after the termination of the state of civil emergency due to the COVID virus, whichever is sooner, provided:

1. The municipality in which vehicle excise tax must be paid in accordance with 29-A M.R.S. §409 and 36 M.R.S. §1482 and §1484 is accepting such payments online, by mail, by telephone, or in the municipal office during this state of emergency, and the municipality is also able to complete vehicle registrations; and

2. The municipal officers of the municipality have given reasonable notice to the public of the start date of the municipality's ability to collect tax and process registrations, the methods by which tax collection and registrations may be processed, and the deadline for compliance by vehicle owners.

For purposes of this section "vehicle" includes without limitation a motor vehicle, all-terrain vehicle, watercraft, snowmobile and trailer, and "registration" includes temporary registrations.

Municipalities and the Bureau of Motor Vehicles shall further encourage and publicize the use of Rapid Renewal online registration renewal.

To effectuate this section, pertinent provisions of law that provide to the contrary, including but not limited to PL 2019, Ch. 617, Pt. F, 29-A M.R.S. Ch. 5 and Executive Order 18 FY 19/20 §§G and H, are suspended as applied to this section. This section shall take effect on May 26, 2020.

## **II. OTHER PROVISIONS OF EXECUTIVE ORDER 53**

All other provisions of Executive Order 53 remain in effect.

## **III. EFFECTIVE DATE**

The effective date of this Order is May 26, 2020.

  
\_\_\_\_\_  
Janet T. Mills  
Governor

**OUTSTANDING LOANS**  
As of 05/28/20

Acct #	Loan Recipients	Date of Loan	Original Loan Account	Interest Rate	Monthly Payment	Maturity Date	Beginning Balance as of 03/31/20	April Payment/(Loan)	May Payment/(Loan)	June Payment/(Loan)	Ending Balance as of 05/28/20	Notes
25-11510-08	Woods Excavating	11/17/2015	\$ 100,000.00	3%-4%	\$ 554.78	11/17/2035	\$ 83,097.65	\$ 347.04	\$ 347.90	\$ -	\$ 82,402.71	Declined payment deferral option
25-11510-09	H.A.M. (Mr. Bagel)	8/8/2016	\$ 5,000.00	0%	\$ 83.33	8/8/2021	\$ 1,265.21	\$ 83.33	\$ 83.33	\$ -	\$ 1,098.55	No response for payment deferral option
25-11510-10	Century 21	10/24/2016	\$ 5,000.00	0%	\$ 83.33	10/24/2021	\$ 1,333.48	\$ -	\$ -	\$ -	\$ 1,333.48	Paid thru 6/24/20; exercised payment deferral option effective 4/1/20.
25-11510-11	Flagship	6/2/2017	\$ 40,000.00	4.5%	\$ 253.06	6/2/2037	\$ 36,734.05	\$ 115.31	\$ -	\$ -	\$ 36,618.74	Looks like they are missing April & June 2019 Payment **; exercised payment deferral option effective 4/1/20
25-11510-12	Seedlings to Sunflower (no Int)	7/10/2018	\$ 5,000.00	0%	\$ 83.34	7/10/2023	\$ 3,783.26	\$ -	\$ -	\$ -	\$ 3,783.26	No payments received. Since 9/19/19; pd thru 10/10/19 **; exercised payment deferral option effective 4/1/20.
25-11510-13	Seedlings to Sunflower (Int)	7/10/2018	\$ 5,000.00	5%	\$ -	7/10/2020	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	No payment due until 7/10/2020; exercised payment deferral option effective 4/1/20.
25-11510-14	Southern Maine Firewood	10/28/2019	\$ 96,000.00	4%	\$ 581.74	10/28/2039	\$ 94,590.64	\$ 284.70	\$ -	\$ -	\$ 94,305.94	Declined payment deferral option
25-11510-15	Pinecrest Hospitality Inc	05/28/20	\$ 15,000.00	8%	\$ 295.82	5/28/28	\$ -	\$ (15,000.00)			\$ 15,000.00	Exercised payment deferral option; payments are seasonal schedule (June - December)
<b>Total</b>							<b>\$ 225,804.29</b>	<b>\$ (14,169.62)</b>	<b>\$ 431.23</b>	<b>\$ -</b>	<b>\$ 239,542.68</b>	

\*\* Sent them a letter on 1/10/20