



STATE OF MAINE
DEPARTMENT OF
ECONOMIC AND COMMUNITY DEVELOPMENT
59 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0059



JOHN ELIAS BALDACCI
GOVERNOR

THAXTER R. TRAFTON
COMMISSIONER

July 12, 2010

Mr. Gary Brown
Town Manager
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

Dear Gary:

The Maine Department of Economic and Community Development (“the department”) has had an opportunity to review additional information submitted by the Town of Brunswick concerning the Town’s **Municipal Downtown Tax Increment Financing (TIF) District** (“the district”) and **Development Program** (“development program”). The district designation was approved via the department’s letter dated March 30, 2010, and subsequently the development program was approved May 11, 2010.

The department’s May 11, 2010 letter did not provide approval for the land acquisitions costs as listed in the development program. However, based on additional information submitted by the Town and further investigation by the department, the department has reversed its decision and approves the following project cost effective today:

- Town property conveyance costs (real property assembly costs), as listed in the development program

Any changes to this approval including the district, development program or both require an amendment that is adopted in the same manner as the initial designation, and approved by the department

Please note that all tax increment revenues derived from the district are to be deposited into either a Project Cost Account (for CEA or other TIF-approved costs) or Sinking Fund Account (for approved municipal debt service) and available for the Development Program as authorized by the department. If any tax increment revenues from the district are instead deposited into the Town’s general fund for non-TIF purposes, the incremental property values generating “unsheltered” revenues must be included with the Town’s equalized assessed value and reported as such, since the value cannot be captured.

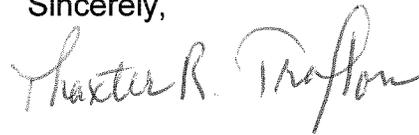


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July 12, 2010
Mr. Gary Brown
Page 2

If you have questions regarding this approval, please contact Jeanne St. Pierre at (207) 624-7487.

Sincerely,

A handwritten signature in cursive script that reads "Thaxter R. Trafton". The signature is written in black ink and is positioned above the printed name.

Thaxter R. Trafton
Commissioner

cc: Jerome Gerard, Acting State Tax Assessor
David Ledew, Director of Property Tax
Dave Markovchick, Town of Brunswick
John Eldridge, Town of Brunswick
James M. Saffian, Esq., Pierce Atwood



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 DEPARTMENT OF
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JOHN ELIAS BALDACCI
 GOVERNOR

THAXTER B. TRAFTON
 COMMISSIONER

May 11, 2010

Mr. Gary Brown
 Town Manager
 Town of Brunswick
 28 Federal Street
 Brunswick, Maine 04011

Dear Gary:

The Maine Department of Economic and Community Development ("the department") has reviewed and approved the **Town of Brunswick's Downtown Development Program** ("development program") effective today. The District designation was approved via DECD letter dated March 30, 2010.

Based on the Town of Brunswick's application, the department notes and approves the following uses of the TIF revenues to be applied towards the following activities as listed in the development program:

- Return TIF revenues from the District to the company as part of a credit enhancement agreement (CEA) to assist with project costs, as follows:
 - Maximum duration of 10 years
 - If investments occur within years 1-10 of TIF
 - Years 1-5: up to 100% CEA to company
 - Years 6-7: up to 80% CEA to company
 - Years 8-9: up to 70% CEA to company
 - Year 10: up to 50% CEA to company

Department approval is for the CEA's terms only and is separate from the contract itself.

- Costs associated with bonded indebtedness
- As part of the Downtown Master Plan, in-district projects including:
 - infrastructure improvements of sidewalk extensions, lighting extensions, parking lot and parking garages, bikeways, traffic flow and traffic calming improvements, crosswalk upgrades
 - gazebo reconstruction, tree replacements, sidewalk repairs, signage improvements
 - grant and/or loan programs
- In-district train station and visitors center facility operations



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May 11, 2010
Mr. Gary Brown
Page 2

- Costs associated with traffic improvements at or near Maine Street Station. Although these improvements would be outside of the district, it has been determined these improvements are directly related to or made necessary by the establishment or operation of the district, and as required through a Maine DOT Traffic Permit issued July, 15, 2008.
- Costs associated with the 39 additional parking spaces, in-district only.
- Economic development staff salaries and administrative costs associated with administration of the development program.

After further discussion, final determination is that the land acquisition costs are not an approved project cost under this approval letter; and therefore, TIF revenues may not be expended towards this activity.

Any changes to this approval including the district, development program or both require an amendment that is adopted in the same manner as the initial designation, and approved by the department

Please note that all tax increment revenues derived from the district are to be deposited into either a Project Cost Account (for CEA or other TIF-approved costs) or Sinking Fund Account (for approved municipal debt service) and available for the Development Program as authorized by the department. If any tax increment revenues from the district are instead deposited into the Town's general fund for non-TIF purposes, the incremental property values generating "unsheltered" revenues must be included with the Town's equalized assessed value and reported as such, since the value cannot be captured.

If you have questions regarding this approval, please contact Jeanne St. Pierre at (207) 624-7487.

Sincerely,



Thaxter R. Trafton
Commissioner

cc: Jerome Gerard, Acting State Tax Assessor
David Ledew, Director of Property Tax
Dave Markovchick, Town of Brunswick
John Eldridge, Town of Brunswick

TOWN OF BRUNSWICK



DEVELOPMENT PROGRAM FOR

THE BRUNSWICK DOWNTOWN MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

March 1, 2010

ADOPTED BY TOWN COUNCIL

March 1, 2010

Brunswick Maine Street Station TIF Development Program v5 Final.docx

TABLE OF CONTENTS

TIF APPLICATION COVER SHEET

DEVELOPMENT PROGRAM

General Description	1
Components and Phasing	1
Description of Public Facilities	3
Commercial Facilities, Arts Districts, Improvements or Projects	3
Plans for Persons Displaced By Development Activities	3
Proposed Regulations and Facilities to Improve Transportation	4
Environmental Controls	4
Considerations for Approval	4
Proposed Operation of the District	4
Duration of the Development Program	5

FINANCIAL PLAN FOR THE DEVELOPMENT PROGRAM AND TAX INCREMENT FINANCING DISTRICT

General Description of Project Costs	6
The Amount of Public Indebtedness to be Incurred	7
Sources of Revenue and Uses of Funds	7
Development Program Fund	8
Terms and Conditions of any Agreements, Contracts or Other Obligations	9
Valuation Estimates	10
Tax Shift Calculations	11

DESCRIPTION AND MAP OF DEVELOPMENT DISTRICT

Description of District and Boundaries	12
Map of Aerial Photo of District	13
Acreage and Value	14
Certification of Tax Assessor	15

MUNICIPAL APPROVALS

Public Hearing Notice	16
Public Hearing	17
Adoption by Brunswick Town Council Resolution	17

APPENDIX

Public Hearing Summary with Attachments	A-1
Tax Shift Calculation Methodology	A-2
Debt Service Schedules	A-3
Bond Ordinances	A-4
District Properties and Values – April 1, 2008	A-5
Joint Development Agreement	A-6
Credit Enhancement Agreement	A-7
Downtown Master Plan	A-8

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

General Information

1. Municipality Name: Town of Brunswick		
2. Address: 28 Federal Street		
3. Telephone: 207-725-6652	4. Fax: 207-725-4107	5. Email: jeldridge@brunswickme.org dmarkovchick@brunswickme.org
6. Municipal Contact Person: John Eldridge, Finance Director David Markovchick, Director of Economic and Community Development		
7. Business Name: JHR Development of Maine, LLC		
8. Address:		
9. Telephone:	10. Fax:	11. Email:
12. Business Contact Person: J. Hilary Rocket Jr. (for inn development component only)		
13. Principal Place of Business: 8 Noble Street Brunswick Maine 04011		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): LLC		
15. Place of Incorporation:		
16. Names of Officers:		
17. Principal Owner(s) Name: J. Hilary Rocket, Jr.		
18. Address: 40 South Street Suite 302, Marblehead, MA 01945		

Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
<input checked="" type="checkbox"/> job creation	<input type="checkbox"/> job retention	<input checked="" type="checkbox"/> capital investment
<input type="checkbox"/> training investment	<input checked="" type="checkbox"/> tax base improvement	<input checked="" type="checkbox"/> public facilities improvement
X other (list): Increased employment and purchasing power generated by hotel guests, directly benefiting downtown businesses		
2. Check the specific items for which TIF revenues will be used (any that apply):		
<input checked="" type="checkbox"/> real estate purchase	<input type="checkbox"/> machinery & equipment purchase	<input type="checkbox"/> training costs
<input checked="" type="checkbox"/> debt reduction	X other (list): cash flow support for the credit enhancement portion	

Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (<i>please use next page</i>).
--

D. Annual Report

Does the business anticipate receiving more than \$10,000 in TIF revenues in any calendar year during the term of the TIF development program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (<i>If so, please review the example of an annual report at the back of the TIF manual – a current version will be mailed by May 15th each year to the business contact person on this page and by law must then be filed with DECD by August 1st</i>).
--

EMPLOYMENT GOALS Inn Development (Component II of Development Program)
 Company Goals for Job Creation and Job Retention

<i>Job Creation Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
Executive, Professional & Technical (mgr.)	3		\$40,000 – \$65,000/yr.
Administrative Support, inc. Clerical(audit)	10		\$20.00 - \$40.00/hr.
Sales & Service (front desk/reservationists)	2 FTE		\$20.00 - \$40.00/hr.
Agriculture, Forestry & Fishing			
Maintenance, Construction, Production, & Transportation (housekeeping and maintenance)	20 FTE		\$13.00/hr.
<i>Job Retention Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
Executive, Professional & Technical			\$
Administrative Support, inc. Clerical			\$
Sales & Service			\$
Agriculture, Forestry & Fishing			\$
Maintenance, Construction, Production, & Transportation			\$

DEVELOPMENT PROGRAM

General Description

This Development Program for the Brunswick Downtown Municipal Development and Tax Increment Financing District represents a coordinated effort to sustain and enhance Brunswick's historical and vibrant traditional downtown business district. The Development Program and the District designation are critical to the current and future growth of downtown Brunswick. The core of the Development Program is the Maine Street Station Project, a downtown project where the initial major economic development activity in the District is occurring. Through a Joint Development Agreement ("JDA") between the Town and JHR Development of Maine, LLC ("JHR" or the "Developer"), downtown land, once contaminated with coal ash, is being redeveloped to create a vibrant continuum on Maine Street connecting Bowdoin College and the Town's central business district. For its part, the Town has conveyed municipal-owned land and buildings to JHR, remediated coal ash contamination, and constructed a number of infrastructure improvements in furtherance of the redevelopment. For its part, JHR has approval to construct five mixed-use buildings and an inn (referred to specifically as the "Inn Project" and collectively as the "Maine Street Station Project" or the "Project"). To date, the developer has constructed two of the five mixed-use commercial structures. One building houses a store selling Bowdoin College items. The second is a mixed-use office and retail facility, houses restaurants and Brunswick's new train station and visitors center. Brunswick's municipal meeting facility and cable television studio is also located in the second building, further demonstrating the Town's commitment to the project and the downtown. This spring, JHR is scheduled to begin construction of the Inn Project, a 54 room inn on Noble Street that will be the impetus for continued development of the Maine Street Station Project. Residential condominiums, along with additional mixed-use buildings are slated for the final phase of the Maine Street Station Project development. However, no TIF revenues will be used to pay any portion of the costs of the residential condominium development.

In addition to the activity at Maine Street Station, the Town's Downtown Master Planning Committee ("DMPC") has been meeting to update the Town's Downtown Master Plan, first adopted in 1998. The DMPC, with input from the Brunswick Downtown Association ("BDA") has held several planning sessions and has recently selected a consultant to assist with the Master Plan update that will outline a strategy for downtown improvements and activities. One of the plan's specific objectives is the development of a detailed and prioritized list of projects to be funded by the Development Program.

The Development Program also seeks to ensure future funding for the train station and visitors center as well as to provide funding for future economic development activities, including funding to the Town's Department of Economic and Community Development, whose director serves as the Town's liaison to the Brunswick Downtown Association.

Components and Phasing

This Development Program proposes to apply captured TIF revenues and other resources to the five components of the Development Program outlined below. The Town has determined that components one and two are the priorities, meaning that TIF revenues and resources will be directed to component one and two activities before they will be available to any of the remaining components.

1. *Debt Service and Capital Contribution.* The Town authorized the issuance of up to \$2 million in bonds for use in lieu of, or in addition to, federal and state grants to finance coal ash remediation and the development of infrastructure, including roads, sidewalks, utilities, and parks within the Maine Street Station Project. The Town currently estimates that it will need to issue \$1.5 of the \$2 million of the authorized bonds. The Town also authorized up to \$750,000 in bonds for

renovations to a former school property located within the District. The renovated school property will serve as the new headquarters of People Plus, a nonprofit organization that needs to be relocated due to the Maine Street Station Project and who will lease the renovated school facility from the Town. The property People Plus currently occupies was also owned by the Town and conveyed to JHR as part of the JDA. The Town seeks to capture TIF revenues and apply them to pay the Town the notional purchase price of the Town Property and to pay the debt service payments associated with the Maine Street Station and People Plus Projects. The Town intends to issue bonds for these projects in 2010. These costs are “project costs” within the scope of 30-A M.R.S. §5225(A)(2) (financing costs); §5225(A)(3) (real property assembly costs); §5225(C) (environmental improvements) and §5225(A)(6) (relocation costs). In addition to the bonds authorized, the Town conveyed approximately three acres of land, together with related buildings and other improvements (the “Town Property”) to JHR as part of the JDA for the Maine Street Station Project. This conveyance was vital to JHR and the development of Maine Street Station. Due to budget considerations, JHR was not able to purchase the Town Property directly. Rather, the Town will retain a portion of the TIF revenues in payment of the notional cost of the Town Property conveyed to JHR.

2. *Credit Enhancement.* The JDA includes language suggesting that a TIF containing a credit enhancement feature for JHR would be provided should it be deemed necessary. JHR has indicated that the proposed credit enhancement agreement is necessary to its pursuit of the Maine Street Station Project and has requested that a portion of the TIF revenues be allocated to the Inn Project in the form of a credit enhancement agreement with the Town in order to proceed with the Inn Project. The Inn Project is an integral feature and critical to the success and full build-out of the Maine Street Station Project. The Town and JHR have negotiated a 10-year credit enhancement agreement that would return to JHR a portion of the TIF revenues generated by the Inn Project as set forth in the “FINANCIAL PLAN” section of this Development Program below. A copy of the credit enhancement agreement is included in the appendix.
3. *Downtown Master Plan.* The Town will apply future TIF revenues and other resources to the following projects within the District, critical to successful redevelopment of the downtown:
 - a. *Infrastructure* - sidewalk extensions, lighting extensions, parking lot and parking garages, bikeways, traffic flow and traffic calming improvements, crosswalk upgrades;
 - b. *Minor Capital* - Gazebo reconstruction, tree replacements, sidewalk repairs, signage improvement;
 - c. *Business Assistance* - Grant and/or loan programs for façade and signage improvements, lighting, downtown location incentives.

The final list of improvements will be determined by the Downtown Master Plan Committee (“DMPC”), and detailed in an amended Downtown Master Plan. The DMPC is currently working to update the Downtown Master Plan. Those revisions are scheduled for completion by July 2010. The Downtown Master Plan will prioritize specific projects and timelines for completion. This Development Program contemplates funding these downtown improvements over the thirty (30) year life of the District. In the event the Downtown Master Plan includes projects in addition to those listed above, the Town will not use TIF revenues to pay for such additional improvements without first receiving DECD approval. These costs are “project costs” within the scope of 30-A M.R.S. §5225(A)(1) (capital costs within the District) and §5225(C)(3) (economic development revolving loan fund).

4. *Train Station and Visitors Center Operation.* The Town will apply future TIF revenues to the lease and operational cost related to a train station and visitors center at Maine Street Station. The center will be a multi-modal facility serving passenger rail, bus, taxi, and rental car services. Maine Street Station is a cornerstone element of the economic redevelopment of the Town. The Visitor Center will function as an economic development marketing center for the Town and will spur and promote tourism and other economic activity in the Town. Similarly, the train station provides a vital access portal for visitors to Brunswick. In combination, the Maine Street Station will be a tourism and marketing draw for the Town and a critical element of its economic development. During the first five years of operation, the lease cost is \$44,000 per year. That cost is being funded for the first five years with a grant from the Brunswick Development Corporation (“BDC”). Operating costs are expected to be recovered in sub-leases to tenants of the train station. The Town is currently negotiating an agreement that would have the Brunswick Downtown Association manage the facility. These costs are “project costs” within the scope of 30-A M.R.S. §5225(C) (costs relating to economic development).

5. *Other Economic Development.* Certain activities related to the Development District will require substantial involvement by the Town’s economic development staff. The Town seeks to subsidize its economic development efforts with TIF revenues and other resources beginning in the first year. This component would also cover additional costs that may relate to the development at, or near, Maine Street Station, including traffic improvements and parking. For example, the Maine Street Station traffic permit from Maine DOT requires the Town to make improvements to the intersection of Maine Street and Bath Road. The Maine Street Station project also includes a shared parking arrangement with Bowdoin College. Part of that arrangement requires the Town of Brunswick to provide Bowdoin College with 39 parking spaces near the project. These costs are “project costs” within the scope of 30-A M.R.S. §5225(C) (costs relating to economic development).

Description of Public Facilities

In the development of the Maine Street Station Project, the Town conveyed Town-owned land and buildings to the developer. The Town also funded the clean-up of contaminated property and constructed a variety of infrastructure improvements, including roads, sidewalks, water and sewer, storm water collection facilities, public lighting, and parks. The Town is also renovating a property to be used as a new headquarters for People Plus, a non-profit corporation, required to relocate in order to facilitate the Maine Street Station Project. The Town also anticipates additional public improvements will be constructed in accordance with its Downtown Master Plan, currently being revised by the Downtown Master Plan Committee.

Commercial Facilities, Arts Districts, Improvements or Projects

The Maine Street Station Project is a mixed-use facility that will contain a number of commercial uses. Those uses are detailed in other sections of this Development Program.

Plans for Persons Displaced By Development Activities

People Plus, a non-profit corporation, supports an engaged, healthy, and independent life for older adults, while joining with others to build a community for all ages. Since the organization’s inception, the Town of Brunswick has provided, through a no-cost lease, a facility in which People Plus conducts its programs and houses its administrative functions. The Town has also provided annual financial support to subsidize the operations of People Plus. The Town is currently in the process of renovating a former

school building for use as a new headquarters and activity center for People Plus. Approximately \$750,000 of those renovations is being paid for with bond proceeds, with debt service on those bonds funded through this Development Program. Completion of the renovations is scheduled for June 1, 2010. The new facility will provide full accessibility, a significantly expanded capacity for greater service offerings and more than adequate off street parking.

Proposed Regulations and Facilities to Improve Transportation

The Maine Street Station campus is integrated into the Town's road and parking infrastructure. When the Train Station and Visitor's Center is fully occupied this summer, it will serve as a multi-modal transportation hub for passenger rail, bus, taxi, and rental car services. The site is currently served by the Maine Eastern Railroad and the Town is hopeful that AMTRAK will expand service to Brunswick in the near future.

The Maine Street Station Project was permitted by the Maine Department of Transportation ("MDOT"). Both the Town and JHR are committed to making the improvements required by the MDOT traffic permit.

Environmental Controls

The Town of Brunswick has complied with all environmental controls required during the construction and operation of the infrastructure and traffic improvements completed to date and will comply with those resulting from activities undertaken pursuant to this Development Program. As a matter of fact the Maine Street Station Project is located on land formerly contaminated with coal ash, which the Town has remediated through a Voluntary Remediation Action Plan ("VRAP") approved by the Maine Department of Environmental Protection ("DEP"). Further, the Maine Street Station Project has included a variety of stormwater treatment units that are intended to remove pollutants before discharging water to the Town's stormwater sewers.

Considerations for Approval

The Town Council, the legislative body of the Town of Brunswick, has determined that the creation of a Downtown Development and TIF District is vital to keeping Brunswick vibrant as an active center of retail, service, and tourism commerce. The Maine Street Station Project component of the District closes the gap between Bowdoin College and the core Downtown by creating a Maine Street continuum. Creation of a Downtown Development and TIF District will ensure Brunswick's future as a livable, pedestrian-friendly community with a defined sense of place. This project contributes to the economic growth and well-being of the municipality, the betterment of the health, welfare, and safety of the inhabitants of the municipality. Further, the legislative body of the Town of Brunswick has determined that a significant portion of the real property within the development district is suitable for commercial uses.

Proposed Operation of the District

The District is fully within the downtown core of the Town of Brunswick. Properties within the District enjoy public services provided by the Town and special utility districts. The Maine Street Station properties will be managed privately. The Town of Brunswick will manage the train station and visitors center. All other public improvements will be managed by the Town of Brunswick. Any private economic development activity involving public funds will be reviewed by the Town's Department of Economic and Community Development.

Duration of the Development Program

The Town is proposing a 30 year Development Program commencing with the April 1, 2010 assessing date and the Town's 2010-2011 fiscal year. The credit enhancement agreement portion of the TIF applies only to the Inn Project and will commence with the April 1, 2011 assessing date and the Town's 2011-2012 fiscal year. The timing of the various improvements and expenditures for the District is further delineated in the Financial Plan contained herein.

**FINANCIAL PLAN FOR THE DEVELOPMENT PROGRAM
AND TAX INCREMENT FINANCING DISTRICT**

General Description of Project Costs

The estimated costs for each of the five components of the Development Program are shown on the following table. The components are further described in the section “DEVELOPMENT PROGRAM – General Description.”

Downtown Development/TIF District Program Expenditures									
TIF Year	Fiscal Year	Component I			Component II	Component III	Component IV	Component V	Total Program Costs
		Debt Service I	Debt Service II	Property Conveyance	Credit Enhancement	Downtown Master Plan	Facility Operation	Economic Development	
Base	2009 - 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2010 - 2011	135,000	80,000	66,859	-	10,000	-	-	291,859
2	2011 - 2012	132,000	78,000	66,859	104,590	20,000	-	-	401,449
3	2012 - 2013	129,000	76,000	66,859	106,682	30,000	-	-	408,541
4	2013 - 2014	126,000	74,000	66,859	108,815	40,000	-	-	415,675
5	2014 - 2015	123,000	72,000	66,859	110,991	50,000	60,000	-	482,851
6	2015 - 2016	120,000	70,000	66,859	113,211	60,000	63,000	-	493,071
7	2016 - 2017	117,000	68,000	66,859	92,389	70,000	66,150	-	480,398
8	2017 - 2018	114,000	66,000	66,859	94,236	80,000	69,458	-	490,553
9	2018 - 2019	111,000	64,000	66,859	84,106	90,000	72,930	-	488,896
10	2019 - 2020	108,000	62,000	66,859	85,788	100,000	76,577	-	499,224
11	2020 - 2021	105,000	60,000	-	62,503	105,000	80,406	125,000	537,909
12	2021 - 2022	102,000	58,000	-	-	110,250	84,426	131,250	485,926
13	2022 - 2023	99,000	56,000	-	-	115,763	88,647	137,813	497,222
14	2023 - 2024	96,000	54,000	-	-	121,551	93,080	144,703	509,333
15	2024 - 2025	93,000	52,000	-	-	127,628	97,734	151,938	522,300
16	2025 - 2026	90,000	-	-	-	134,010	102,620	159,535	486,165
17	2026 - 2027	87,000	-	-	-	140,710	107,751	167,512	502,973
18	2027 - 2028	84,000	-	-	-	147,746	113,139	175,888	520,772
19	2028 - 2029	81,000	-	-	-	155,133	118,796	184,682	539,611
20	2029 - 2030	78,000	-	-	-	162,889	124,736	193,916	559,541
21	2030 - 2031	-	-	-	-	171,034	130,972	203,612	505,618
22	2031 - 2032	-	-	-	-	179,586	137,521	213,792	530,899
23	2032 - 2033	-	-	-	-	188,565	144,397	224,482	557,444
24	2033 - 2034	-	-	-	-	197,993	151,617	235,706	585,316
25	2034 - 2035	-	-	-	-	207,893	159,198	247,491	614,582
26	2035 - 2036	-	-	-	-	218,287	167,158	259,866	645,311
27	2036 - 2037	-	-	-	-	229,202	175,516	272,859	677,577
28	2037 - 2038	-	-	-	-	240,662	184,291	286,502	711,456
29	2038 - 2039	-	-	-	-	252,695	193,506	300,827	747,028
30	2039 - 2040	-	-	-	-	265,330	203,181	315,869	784,380
Totals		\$ 2,130,000	\$ 990,000	\$ 668,594	\$ 963,312	\$ 4,021,925	\$ 3,066,807	\$ 4,133,244	\$ 15,973,882

In addition to the costs cited above the Town has applied, and obtained approval, for grant funding from several sources in order to assist the Town with its obligation to remediate coal ash and construct infrastructure and other improvements. The table on the following page lists the grant sources the Town expects to apply toward its portion of the costs. Additionally, it is estimated that JHR will construct up to six buildings as part of the Maine Street Station development.

Town of Brunswick	
Maine Street Station Development Costs	
Source of Funds:	
EPA Planning Grant	\$ 150,000
EPA Pocket Parks	600,000
EDA Grant	902,500
CDBG Grant	300,000
MTIF Funds	350,000
Bond Proceeds	1,500,000
Bond Proceeds	750,000
Capital Assets	668,594
Total Sources	<u><u>\$ 5,221,094</u></u>
Use of Funds:	
Planning	\$ 150,000
Land & Buildings Conveyance	668,594
Clean-up and Infrastructure	3,652,500
People Plus Renovations	750,000
Other	-
Total Uses	<u><u>\$ 5,221,094</u></u>

The Amount of Public Indebtedness to be Incurred

The Town has authorized two bond issues related to this Development Program. The first authorizes the Town to issue up to \$2,000,000 to be used towards the coal ash remediation and infrastructure development at Maine Street Station. The Town currently anticipates that it will issue \$1,500,000 of the \$2,000,000 bonds authorized and further anticipates amortizing the principle over twenty (20) years. The Town has also authorized the issuance of up to \$750,000 in bonds for renovations to a property it currently owns. That property will serve as the new headquarters and activity center for People Plus, an organization being displaced by the Maine Street Station Project. The Town plans to amortize this debt over fifteen (15) years. A projected debt service schedule is included in the appendix. The actual amount of bonds to be issued and the final amortization schedule will depend on the bids for the project. Actual debt service requirements will be determined once bonds are issued, interest rates are set, and an amortization schedule is finalized.

Sources of Revenue and Uses of Funds

The Maine Street Station Project component of the development has been or will be financed from three major sources:

1. JHR Development – expected to provide private capital for the development of six buildings and related infrastructure and amenities;

2. Town of Brunswick – has conveyed real estate in furtherance of the Project. It will also issue debt to provide additional funding. The Town anticipates recovering the notional costs of the real estate conveyance and debt service from TIF revenues .
3. Grants – The Town has secured grants from several agencies to assist with the Maine Street Station Project development.

The remaining components of the Development Program are expected to be funded from TIF revenues and other revenues as they may become available. Development Program expenditures are estimated in the section labeled “Cost Estimates for the Development Program.”

Development Program Fund

The Town will establish a segregated fund or account designated as the “Downtown TIF Development Program Fund” to be operated in accordance with the terms and conditions of the Development Program. The Downtown TIF Development Program Fund shall include a “Project Cost Account” (which shall in turn contain two sub-accounts to account for the credit enhancement payments and the other municipal improvements to be funded with TIF revenues) to be used to pay directly or reimburse project costs and a “Sinking Fund Account” to be used to pay debt service on the Town’s bonds described in this Development Program. To the extent the Town does not use other funds to pay debt service on the Town’s bonds, TIF revenues will be allocated to the Sinking Fund Account in the priority required under 30-A M.R.S. §5227(3)(B). Funds shall be deposited into the Downtown TIF fund/account within sixty (60) days of the property tax due date(s) established by the municipality, or within sixty (60) days following the date the property tax is paid, whichever is later. These funds shall constitute tax increment funds and shall be invested as determined by the Town in accordance with its investment policies and/or practices. Interest or earnings resulting from investment of tax increment funds shall be retained by the Town and used as TIF revenues. Funds in the Development Program Fund and accounts shall be used exclusively to fund the Town’s obligations described in the Development Program. Funds shall be accounted for in accordance with generally accepted accounting principles (GAAP).

An estimate of the sources, uses, and fund balance of the Development Fund is shown on the following page.

Downtown Development/TIF District										
Development Fund										
Program Budget										
TIF Year	Fiscal Year	Tax Increment	Program Revenues	Transfers In	Total Sources	Program Expenditures	Transfers Out	Total Uses	Sources Over/(Under)	Fund Balance
Base	2008 - 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2010 - 2011	59,542	-	-	59,542	291,859	-	291,859	(232,318)	(232,318)
2	2011 - 2012	169,651	-	-	169,651	401,449	-	401,449	(231,798)	(464,116)
3	2012 - 2013	226,212	-	-	226,212	408,541	-	408,541	(182,329)	(646,445)
4	2013 - 2014	322,869	-	-	322,869	415,675	-	415,675	(92,805)	(739,250)
5	2014 - 2015	381,468	-	-	381,468	482,851	-	482,851	(101,383)	(840,633)
6	2015 - 2016	394,581	-	-	394,581	493,071	-	493,071	(98,490)	(939,123)
7	2016 - 2017	408,079	-	-	408,079	480,398	-	480,398	(72,319)	(1,011,442)
8	2017 - 2018	421,975	-	-	421,975	490,553	-	490,553	(68,579)	(1,080,020)
9	2018 - 2019	436,277	-	-	436,277	488,896	-	488,896	(52,619)	(1,132,639)
10	2019 - 2020	450,998	-	-	450,998	499,224	-	499,224	(48,227)	(1,180,865)
11	2020 - 2021	466,148	-	-	466,148	537,909	-	537,909	(71,760)	(1,252,626)
12	2021 - 2022	481,740	-	-	481,740	485,926	-	485,926	(4,186)	(1,256,812)
13	2022 - 2023	497,785	-	-	497,785	497,222	-	497,222	562	(1,256,249)
14	2023 - 2024	514,295	-	-	514,295	509,333	-	509,333	4,961	(1,251,288)
15	2024 - 2025	531,283	-	-	531,283	522,300	-	522,300	8,983	(1,242,305)
16	2025 - 2026	548,762	-	-	548,762	486,165	-	486,165	62,597	(1,179,708)
17	2026 - 2027	566,745	-	-	566,745	502,973	-	502,973	63,772	(1,115,936)
18	2027 - 2028	585,246	-	-	585,246	520,772	-	520,772	64,474	(1,051,461)
19	2028 - 2029	604,279	-	-	604,279	539,611	-	539,611	64,668	(986,793)
20	2029 - 2030	623,857	-	-	623,857	559,541	-	559,541	64,316	(922,477)
21	2030 - 2031	643,996	-	-	643,996	505,618	-	505,618	138,378	(784,098)
22	2031 - 2032	664,711	-	-	664,711	530,899	-	530,899	133,812	(650,287)
23	2032 - 2033	686,016	-	-	686,016	557,444	-	557,444	128,572	(521,714)
24	2033 - 2034	707,929	-	-	707,929	585,316	-	585,316	122,612	(399,102)
25	2034 - 2035	730,464	-	-	730,464	614,582	-	614,582	115,882	(283,220)
26	2035 - 2036	753,639	-	-	753,639	645,311	-	645,311	108,328	(174,892)
27	2036 - 2037	777,470	-	-	777,470	677,577	-	677,577	99,894	(74,999)
28	2037 - 2038	801,976	-	-	801,976	711,456	-	711,456	90,520	15,521
29	2039 - 2040	827,174	-	-	827,174	747,028	-	747,028	80,145	95,667
30	2040 - 2041	853,082	-	-	853,082	784,380	-	784,380	68,702	164,369
		\$ 16,138,251	\$ -	\$ -	\$ 16,138,251	\$ 15,973,882	\$ -	\$ 15,973,882	\$ 164,369	

Terms and Condition of Any Agreements, Contract or Other Obligations

The JDA includes language suggesting that a TIF containing a credit enhancement feature for JHR would be provided should it be deemed necessary. Specifically, JDA section 2.2 Obligations of the Town subsection C states, “Assist JHR in obtaining approval of a TIF Agreement with respect to the Project Site from the Town Council, if deemed necessary by JHR, if applied for and need demonstrated according to commercially reasonable standards.” JHR has indicated that the proposed credit enhancement agreement is necessary to its pursuit of the Maine Street Station Project and has requested that a portion of the TIF revenues be allocated to the Inn Project in the form of a credit enhancement agreement with the Town in order to proceed with the Inn Project. The Inn Project is an integral feature and critical to the success and full build-out of the Maine Street Station Project. The Town and JHR have negotiated a 10-year credit enhancement agreement that would return to JHR a portion of the TIF revenues generated by the Inn Project, as shown below:

Fiscal Year July 1, - June 30	TIF Revenue from Inn Allocated to JHR
July 1, 2011 - June 30, 2012	100%
July 1, 2012 - June 30, 2013	100%
July 1, 2013 - June 30, 2014	100%
July 1, 2014 - June 30, 2015	100%
July 1, 2015 - June 30, 2016	100%
July 1, 2016 - June 30, 2017	80%
July 1, 2017 - June 30, 2018	80%
July 1, 2018 - June 30, 2019	70%
July 1, 2019 - June 30, 2020	70%
July 1, 2020 - June 30, 2021	50%

Valuation Estimates

The following table illustrates the valuation projections and the estimated amount of captured assessed valuation and tax increment for the district.

Downtown Development/TIF District Captured Values, Taxes, and Net Program Requirements												
YEARS		LOCAL VALUATION				TAX RATE				EQUALIZED VALUATION		
Base:	2008	Original:	\$	71,082,500	Base Rate:		22.54	Original:	\$	118,470,833		
Start:	2010	Growth Rate:		0.25%	Growth Rate:		2.00%	Eq. Ratio:		60.00%		
								Mkt Growth:		0.75%		
								Total Growth:		1.00%		
TIF Year	Fiscal Year	Additional Growth	District Value	Incremental Value	Capture Rate	Captured Value	Tax Rate	Tax Increment	Mkt Ratio	Incremental Eq. Value	Captured Eq. Value	
Base	2008 - 2009	\$ -	\$ 71,082,500	\$ -	0.00%	\$ -	\$ 22.54	\$ -	60.00%	\$ -	\$ -	\$ -
1	2010 - 2011	2,412,100	73,672,306	2,589,806	100.00%	2,589,806	22.99	59,542	59.55%	4,348,961	4,348,961	
2	2011 - 2012	4,460,400	78,316,887	7,234,387	100.00%	7,234,387	23.45	169,651	59.10%	12,240,227	12,240,227	
3	2012 - 2013	2,027,000	80,539,679	9,457,179	100.00%	9,457,179	23.92	226,212	58.66%	16,121,997	16,121,997	
4	2013 - 2014	3,574,900	84,315,928	13,233,428	100.00%	13,233,428	24.40	322,869	58.22%	22,729,980	22,729,980	
5	2014 - 2015	1,884,400	86,411,118	15,328,618	100.00%	15,328,618	24.89	381,468	57.78%	26,527,675	26,527,675	
6	2015 - 2016	-	86,627,146	15,544,646	100.00%	15,544,646	25.38	394,581	57.35%	27,104,818	27,104,818	
7	2016 - 2017	-	86,843,714	15,761,214	100.00%	15,761,214	25.89	408,079	56.92%	27,690,118	27,690,118	
8	2017 - 2018	-	87,060,823	15,978,323	100.00%	15,978,323	26.41	421,975	56.49%	28,283,674	28,283,674	
9	2018 - 2019	-	87,278,475	16,195,975	100.00%	16,195,975	26.94	436,277	56.07%	28,885,588	28,885,588	
10	2019 - 2020	-	87,496,671	16,414,171	100.00%	16,414,171	27.48	450,998	55.65%	29,495,962	29,495,962	
11	2020 - 2021	-	87,715,413	16,632,913	100.00%	16,632,913	28.03	466,148	55.23%	30,114,898	30,114,898	
12	2021 - 2022	-	87,934,702	16,852,202	100.00%	16,852,202	28.59	481,740	54.82%	30,742,502	30,742,502	
13	2022 - 2023	-	88,154,538	17,072,038	100.00%	17,072,038	29.16	497,785	54.41%	31,378,879	31,378,879	
14	2023 - 2024	-	88,374,925	17,292,425	100.00%	17,292,425	29.74	514,295	54.00%	32,024,136	32,024,136	
15	2024 - 2025	-	88,595,862	17,513,362	100.00%	17,513,362	30.34	531,283	53.59%	32,678,382	32,678,382	
16	2025 - 2026	-	88,817,352	17,734,852	100.00%	17,734,852	30.94	548,762	53.19%	33,341,725	33,341,725	
17	2026 - 2027	-	89,039,395	17,956,895	100.00%	17,956,895	31.56	566,745	52.79%	34,014,276	34,014,276	
18	2027 - 2028	-	89,261,994	18,179,494	100.00%	18,179,494	32.19	585,246	52.40%	34,696,147	34,696,147	
19	2028 - 2029	-	89,485,149	18,402,649	100.00%	18,402,649	32.84	604,279	52.00%	35,387,452	35,387,452	
20	2029 - 2030	-	89,708,861	18,626,361	100.00%	18,626,361	33.49	623,857	51.61%	36,088,304	36,088,304	
21	2030 - 2031	-	89,933,134	18,850,634	100.00%	18,850,634	34.16	643,996	51.23%	36,798,819	36,798,819	
22	2031 - 2032	-	90,157,966	19,075,466	100.00%	19,075,466	34.85	664,711	50.84%	37,519,114	37,519,114	
23	2032 - 2033	-	90,383,361	19,300,861	100.00%	19,300,861	35.54	686,016	50.46%	38,249,308	38,249,308	
24	2033 - 2034	-	90,609,320	19,526,820	100.00%	19,526,820	36.25	707,929	50.08%	38,989,521	38,989,521	
25	2034 - 2035	-	90,835,843	19,753,343	100.00%	19,753,343	36.98	730,464	49.71%	39,739,873	39,739,873	
26	2035 - 2036	-	91,062,933	19,980,433	100.00%	19,980,433	37.72	753,639	49.33%	40,500,486	40,500,486	
27	2036 - 2037	-	91,290,590	20,208,090	100.00%	20,208,090	38.47	777,470	48.96%	41,271,485	41,271,485	
28	2037 - 2038	-	91,518,816	20,436,316	100.00%	20,436,316	39.24	801,976	48.60%	42,052,996	42,052,996	
29	2039 - 2040	-	91,747,614	20,665,114	100.00%	20,665,114	40.03	827,174	48.23%	42,845,143	42,845,143	
30	2040 - 2041	-	91,976,983	20,894,483	100.00%	20,894,483	40.83	853,082	47.87%	43,648,056	43,648,056	
								\$ 16,138,251				

Tax Shift Calculations

Value captured in a tax increment financing district is sheltered from various state aid formulas in the computation of the Town’s county tax assessment. Maine law requires a municipality to calculate the tax shift for state education aid, state revenue sharing, and the county tax assessment resulting from sheltering of the captured value. The following table illustrates the estimated tax shifts. The formulas utilized in the calculation of the estimates can be found in the appendix.

Downtown Development/TIF District Estimated Tax Shifts							
TIF Year	Fiscal Year	Captured Value	Captured Eq. Value	Education Aid	Revenue Sharing	County Tax	Total Shift
Base	2009 - 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2010 - 2011	2,589,806	4,348,961	27,564	5,604	2,297	35,466
2	2011 - 2012	7,234,387	12,240,227	77,192	16,607	6,443	100,242
3	2012 - 2013	9,457,179	16,121,997	101,164	21,964	8,472	131,600
4	2013 - 2014	13,233,428	22,729,980	141,916	35,073	11,910	188,899
5	2014 - 2015	15,328,618	26,527,675	164,799	41,046	13,877	219,722
6	2015 - 2016	15,544,646	27,104,818	167,542	41,949	14,177	223,668
7	2016 - 2017	15,761,214	27,690,118	170,304	42,865	14,481	227,650
8	2017 - 2018	15,978,323	28,283,674	173,085	43,794	14,789	231,668
9	2018 - 2019	16,195,975	28,885,588	175,885	44,737	15,101	235,723
10	2019 - 2020	16,414,171	29,495,962	178,703	45,693	15,418	239,814
11	2020 - 2021	16,632,913	30,114,898	181,541	46,663	15,738	243,943
12	2021 - 2022	16,852,202	30,742,502	184,398	47,647	16,064	248,109
13	2022 - 2023	17,072,038	31,378,879	187,274	48,645	16,394	252,312
14	2023 - 2024	17,292,425	32,024,136	190,169	49,657	16,728	256,554
15	2024 - 2025	17,513,362	32,678,382	193,084	50,684	17,067	260,834
16	2025 - 2026	17,734,852	33,341,725	196,018	51,725	17,410	265,153
17	2026 - 2027	17,956,895	34,014,276	198,972	52,780	17,758	269,511
18	2027 - 2028	18,179,494	34,696,147	201,946	53,851	18,111	273,909
19	2028 - 2029	18,402,649	35,387,452	204,940	54,937	18,469	278,346
20	2029 - 2030	18,626,361	36,088,304	207,954	56,038	18,832	282,824
21	2030 - 2031	18,850,634	36,798,819	210,988	57,155	19,199	287,342
22	2031 - 2032	19,075,466	37,519,114	214,042	58,287	19,572	291,901
23	2032 - 2033	19,300,861	38,249,308	217,117	59,436	19,949	296,502
24	2033 - 2034	19,526,820	38,989,521	220,212	60,600	20,332	301,144
25	2034 - 2035	19,753,343	39,739,873	223,328	61,781	20,719	305,828
26	2035 - 2036	19,980,433	40,500,486	226,464	62,978	21,112	310,554
27	2036 - 2037	20,208,090	41,271,485	229,622	64,191	21,510	315,323
28	2037 - 2038	20,436,316	42,052,996	232,800	65,422	21,914	320,136
29	2038 - 2039	20,665,114	42,845,143	235,999	66,670	22,323	324,992
30	2039 - 2040	20,894,483	43,648,056	239,220	67,935	22,737	329,892
Totals				\$ 5,574,245	\$ 1,476,415	\$ 498,902	\$ 7,549,562

DESCRIPTION AND MAP OF DEVELOPMENT DISTRICT

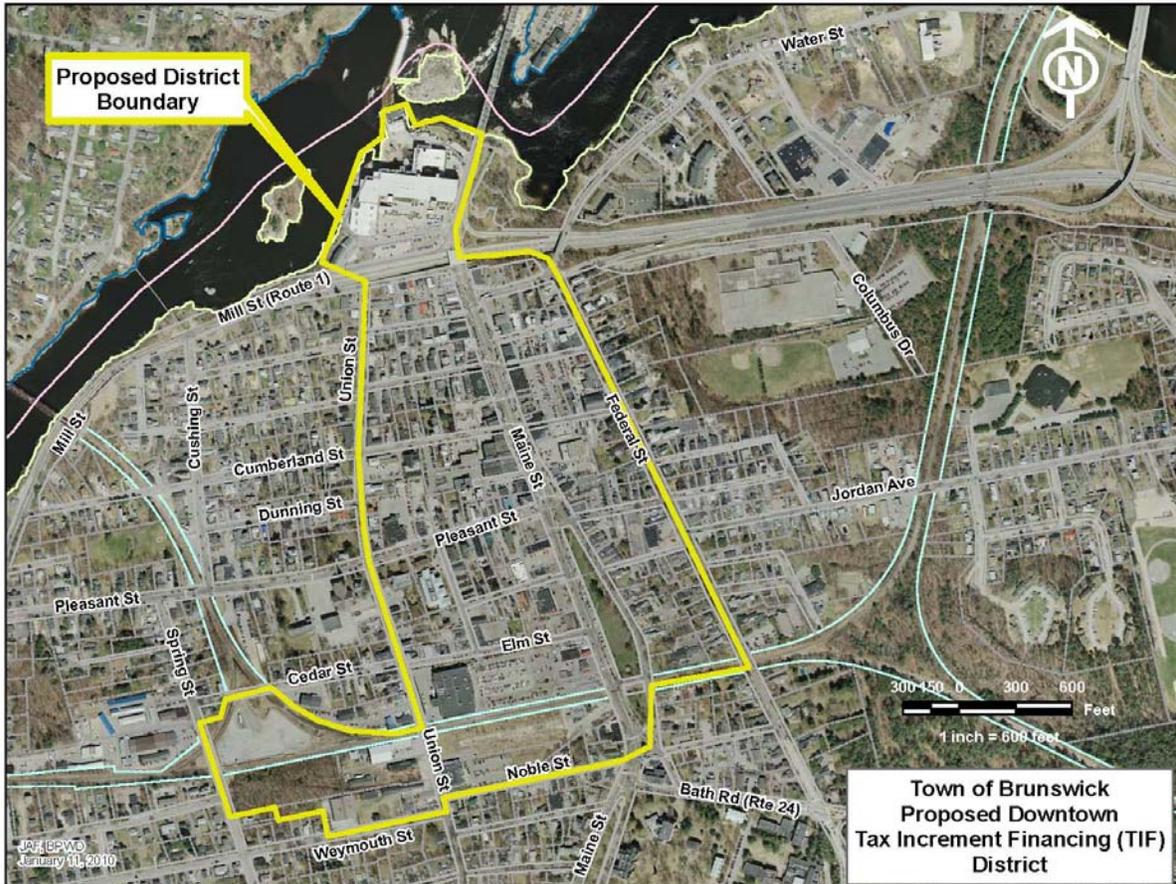
Description of District and Boundaries

The boundary of the proposed District was identified through the ongoing work of the Downtown Master Planning Committee appointed by Town Council. The Committee has determined the boundary as indicated on the map and further described herein. The district encompasses the Brunswick downtown core and the ongoing major development project within the district - Maine Street Station. It is bordered on the north by the Androscoggin River, on the east by Federal Street, south, by Cleveland, Park, Noble, Weymouth Streets, and on the west by Spring Street, Maine Department of Transportation rail and Union Street.

Map of District

Below is a map of the District.

Proposed District



A listing of the properties located in the boundaries of the District as identified on the Town of Brunswick's tax maps dated April 1, 2008 is contained in the appendix.

Acreage and Valuation

The following table illustrates the total acreage of the municipality, the total acreage of the proposed district, and the total acreage of all tax increment financing districts within the municipality. This calculation is provided for informational purposes as Maine law, 30-A M.R.S.A. section 5223, does not impose value or size limits on Downtown Districts.

A. ACRE LIMITATION		
1. Total acreage of Town of Brunswick		28,800
2. Total acreage of proposed TIF District		89.97
3. Total Downtown acres contained in the proposed TIF District		89.97
4. Total Pine Tree Zone acres contained in the proposed TIF District		0
5. Total acreage of proposed TIF District counted towards 2% cap (A2-A3-A4)		0
6. Percentage of total acreage in proposed TIF District (cannot exceed 2%) (Divide A5 by A1)		0%
7. Total acreage of all existing and proposed TIF Districts in the Town of Brunswick. (A2 + total acreage of all existing TIF Districts)	Existing: 93.66 Proposed: 89.97 Total: 183.63	
8. Total Downtown acres contained in all existing and proposed TIF District in the municipality.		89.97
9. Total Pine Tree Zone acres contained in all existing and proposed TIF Districts in the Town of Brunswick.		0
10. Total acreage of all existing and proposed TIF Districts in the Town of Brunswick counted toward 5% cap. (A7-(A8+A9))		93.66
11. Percentage of total acreage in all existing and proposed TIF Districts in the Town of Brunswick (cannot exceed 5%) (Divide A10 by A1)		0.33%
12. Total acreage of all real property in the proposed TIF District that is:		
(Note: a, b, or c must be at least 25%) (Divide acres by A2)	Acres	%
a. Blighted	---	---
b. In need of rehabilitation/conservation	---	---
c. Suitable for industrial/commercial site	89.97	---
TOTAL	89.97	---

B. VALUATION LIMITATION	
1. Total aggregate taxable value of Town of Brunswick (ATV) <i>(Use most recent April 1st) April 1, 2009</i>	\$1,266,934,900
2. Original Assessed Value (OAV) of proposed TIF District. <i>(Use March 31st of tax year preceding date of municipal designation) March 31, 2009</i>	71,082,500
3. Total OAV of all existing and proposed TIF Districts in the Town of Brunswick. <i>(B2 + sum of OAV of all existing TIF districts)</i>	Existing: 9,721,000 Proposed: <u>71,082,500</u> Total: 80,083,500
4. OAV of an existing or proposed Downtown TIF District in the Town of Brunswick.	71,082,500
5. OAV of all existing or proposed Pine Tree Zone TIF Districts in the Town of Brunswick.	0
6. Total OAV of all existing and proposed TIF Districts in the Town of Brunswick counted toward 5% cap <i>(B3 – (B4+B5))</i>	9,721,000
7. Percentage of total OAV to ATV in all existing and proposed TIF Districts in the Town of Brunswick <i>(cannot exceed 5%) (Divide B6 by B1)</i>	0.77%

OAV

Business Parkway	\$ 996,900
Bath Road	<u>8,724,100</u>
	\$9,721,000

Certification of Tax Assessor

Below is a copy of the certification of the Tax Assessor indicating the value of the Town and the value of the district.

Certificate

Town of Brunswick, Maine

Town Assessor

The undersigned Town Assessor for the Town of Brunswick, Maine does hereby certify pursuant to the provisions of 30-A M.S.R.A. Section 5227(2) that the assessed value of the Town of Brunswick Downtown Development and Tax Increment Financing District, as described in the Development Program, as of March 31, 2009 (April 1, 2008) was \$71,082,500. The total taxable valuation of the Town of Brunswick as of April 1, 2009 was \$1,266,934,900.

The undersigned further certifies that the portion of the tax map on which the District is depicted is an accurate description of the District, as proposed on January 25, 2010.

Town Assessor

Witness:

Fouise Huberault

Cathleen M. Donovan
Cathleen M. Donovan

Date:

3/1/2010

MUNICIPAL APPROVALS

Public Hearing Notice

The public hearing notice published in the *Times Record* on February 18, 2010 is shown below.

**TOWN OF BRUNSWICK
NOTICE OF PUBLIC HEARING
DEVELOPMENT PROGRAM FOR THE BRUNSWICK DOWNTOWN
MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

The Town Council will hold a public hearing on Monday, March 1, 2010, 7:00 p.m. at the Municipal Meeting Room (Room 217), Maine Street Station, 16 Station Avenue, to receive public comment on a proposed Brunswick Downtown Municipal Development and Tax Increment Financing District and a related Development Program.

The public generally, and all interested parties owning real estate or taxable property within the proposed district, will be given the opportunity to provide oral and written comments on, or objections to, the designation of the proposed District and adoption of the proposed Development Program.

The text of the proposed Development Program is too extensive to be included with this notice. The proposed Development Program is available for inspection at the Town Manager's Office. Anyone having questions about the proposed Development Program, or wishing to view or obtain copies of them, should contact the Brunswick Town Manager's Office during regular office hours Monday through Friday from 8:30 a.m. to 4:30 p.m.

Frances M. Smith
Town Clerk of Brunswick, Maine

Published in:
Times Record
February 18, 2010

Public Hearing

A public hearing on the Development Program was conducted by the Brunswick Town Council on March 1, 2010. A “Summary of Comments of Public Hearing Held March 1, 2010 On the proposed Brunswick Downtown Municipal Development and Tax Increment Financing District” is included in the appendix.

Adoption by Legislative Body

The Town Council’s March 1, 2010 resolution adopting the Development Program and designating the District is shown below.

TOWN OF BRUNSWICK, MAINE

TOWN COUNCIL RESOLUTION

Designating Town of Brunswick Downtown Municipal Development and Tax Increment Financing District and Adopting Related Development Program

WHEREAS, the Town of Brunswick (the “Town”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the Town as the Town of Brunswick Downtown Municipal Development and Tax Increment Financing District (the “District”) and to adopt a development program for the District (the “Development Program”); and

WHEREAS, there is a need to encourage the retention, improvement, expansion, and attraction of retail, commercial, and professional uses in the Town; and

WHEREAS, there is a need to provide continuing employment opportunities for the citizens of the Town and the surrounding region; to improve and broaden the tax base of the Town; and to improve the general economy of the Town, the surrounding region and the State of Maine; and

WHEREAS, adopting and implementing the District and the Development Program will help to create new employment for the citizens of the Town and the surrounding region; improve and broaden the tax base in the Town and improve the economy of the Town and the State of Maine; and

WHEREAS, the Town has held a public hearing on March 1, 2010, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town, on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. §5226; and

WHEREAS, the Town Council has considered the comments provided at the Public Hearing, both for and against;

WHEREAS, the Town desires to designate the District and to adopt the Development Program for the District; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development (the “Department”), approving the designation of the District and the adoption of the Development Program;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The Town hereby finds and determines that:

(a) At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is in need of rehabilitation, redevelopment or conservation or is suitable for commercial sites as defined in 30-A M.R.S.A. §5223(3); and

(b) The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

(c) The aggregate original assessed value of the District plus the original assessed value of all other existing tax increment financing districts in the Town does not exceed five percent (5%) of the total value of taxable property within the Town as of April 1, 2009; and

(d) Designation of the District and pursuit of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore the District and the Development Program and the Maine Street Station Project and the Town's TIF improvements described therein constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town, and any adverse economic effect on or detriment to any existing business is outweighed by the contribution expected to be made through the Development Program and the improvements described therein to the economic growth or well-being of the Town and the betterment of the health, welfare and safety of its inhabitants.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby designates the District and adopts the Development Program all as more particularly described in the Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the increased assessed value to be retained as captured assessed value in the District is hereby established as set forth in the Development Program.

Section 4. The Town Manager be, and hereby is, authorized, empowered and directed to submit the designation of the District and the Development Program to DECD for review and approval pursuant to the requirements of 30-A M.R.S.A. §5226(2).

Section 5. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by DECD, without requirement of any further action by the Town, the Town Council, or any other party.

Section 6. The Town Manager be and hereby is authorized and empowered, at his discretion, from time to time, to make such revisions to the Development Program or to the scope, cost or description of the Town's TIF projects to be financed with a portion of tax increment revenues generated by the District as described in the Development Program, as the Town Manager deems reasonably necessary or convenient, necessary in order to facilitate the process for review and approval of the District or the Development Program by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 7. The Town Manager be and hereby is authorized and directed to enter into the credit enhancement agreement contemplated by the Development Program, in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with

the Development Program, as the Town Manager may approve, the Town Manager's approval to be conclusively evidenced by his execution thereof.

Section 8. This Resolution shall take effect immediately upon adoption.

Proposed to Town Council: February 8, 2010
Public Hearing: March 1, 2010
Adopted by Town Council: March 1, 2010

Appendix

Public Hearing Summary with Attachments	A-1
Tax Shift Calculation Methodology	A-2
Estimated Debt Service Schedules	A-3
Bond Ordinances	A-4
District Properties and Values as of April 1, 2008	A-5
Joint Development Agreement	A-6
Credit Enhancement Agreement	A7
Downtown Master Plan	A-8

Public Hearing Summary with Attachments

**Summary of Comments
of Public Hearing Held March 1, 2010
On the proposed Brunswick DownTown Municipal Development and Tax Increment
Financing District**

As Prepared by Fran Smith, Town Clerk

30. The Town Council will take public comments on the proposed Brunswick DownTown Municipal Development and Tax Increment Financing District and will take any appropriate action.

Chair King indicated this item acts as the required public hearing on the revised Brunswick DownTown Municipal Development and Tax Increment Financing District as well as the Development Program, which includes the Credit Enhancement Agreement piece. If approved, these documents will be provided to the State for their review and approval.

Chair King opened the public hearing.

Fred Blanchard, Harpswell Road, spoke against the TIF since he believes the Town Charter does not provide the Council with the authority to enter into this type of contract or give property away.

Mike Laskey, Bunganuc Road, spoke against the TIF and credit enhancement. He felt there had been generous number crunching with the initial goal of 700 jobs, which is now down to thirty. He is not anti-business, but he is anti-favoritism. He spoke about JHR assets and that should be enough to leverage, the TIF is not needed. He also spoke on how other hotels are struggling and there are other municipal needs including the new school, a police station, and fire station repairs that are needed, and the million dollars the Town is giving JHR could assist with these costs.

Peter Anastos, owner of Fairfield Inn, spoke from a prepared statement and provided other written materials that will be attached to the official record. He spoke against the TIF since the market is down for hotel rooms and providing one million dollars to this project will provide this inn with an unfair advantage over other existing hotels. The work done by providing the land and site work clean-up should have been enough for the Town to do. Mr. Anastos said he is building a hotel in Bath, Maine, but he is doing it with his own money.

Steve Weems, 44 Thomas Street, spoke from a prepared statement that will be attached to the official record. He spoke in support of the TIF, saying it is part of a solid project in municipal management, is a practical necessity, and supports the downTown. His statement laid out several reasons this TIF should be supported by the Council.

Linwood Austin, Comfort Inn, Brunswick, spoke from a prepared statement that will be attached to the official record. He spoke against the TIF. He claims his hotel has paid \$1.4 million in taxes over 21 years. There is no need for additional rooms with all the currently available rooms. It is not right to subsidize JHR and if the Town moves forward, he will need to take legal action to protect his business. The Town must decide if they want to support current tax payers (existing hotels) or support this project (TIF).

Bob Morrison, Bouchard Drive, spoke on a *Times Record* Letter to the Editor from Peter Anastos. Listening to the two gentlemen (hotel owners) has reinforced what he feels. He does not support the government subsidizing businesses anywhere in the United States. There is no demand for the inn, plus by giving tax breaks just puts “salt in the wound” for the other hotels. These tax dollars could be better used for other issues in the community.

Wes Beal, owner of Parkwood Inn, spoke in support of the other hotel owners who spoke against the TIF. A TIF should be in broader areas like industrial parks or for the Navy Base property. When building his hotel, he did not expect the Town or other government agencies to provide assistance. He claims his annual payroll is \$350,000 with 14 full-time employees. He spoke on requirements MDOT made him do with traffic issues when building his inn. He is at a 40% occupancy rate with other costs going up. He did not believe this TIF would help the downTown.

Karen Klatt, 32 Moody Road, said she supports creating a TIF for the downTown, but the credit enhancement piece bothers her. She questioned why this should be done with school and municipal services under the knife. The joint development agreement does not require a credit enhancement component. It may have been implied, but the Town is not contractually obligated to do it. Shifting rooms is not responsible economic development. The Town needs to focus on more important issues; this proposal is similar to the Oxford Aviation proposal where a developer is promising the world, but it is an abuse of public funds. If the inn cannot be built without a tax break, then it is not an economically fiscal project. If there is going to be a credit enhancement agreement, it should be on terms like the Envisionet TIF, which is based on jobs created and annual payroll as the way to determine the amount of the tax break. She raised other issues including the amount of taxes and ownership of properties at Maine Street Station.

John Moncure, attorney for JHR, spoke in support of the TIF. He gave the history of the Maine Street Station property over the last thirty years and the difficulty of getting that site developed considering the environmental issues there. The Town took ownership almost twenty years ago, and in 2006 the Town created a proposal and requested bids. JHR’s proposal was selected and the joint development agreement was created. Tax credit enhancement agreements are used all over and are a common tool. The project had to be adjusted due to the economic times, but these times will change.

Ed Peay, 12 Blueberry Lane, spoke from a prepared statement that will be attached to the official record. He asked about what happened to the performance guarantees for this type of project, which he believes have disappeared.

Art Boulay, Federal Street, spoke in support of the TIF. The property was vacant and an eyesore for many years; a Town with this big gaping hole in the middle of it. With the Environmental Protection Agency and Brownfield issues, it was tough for a developer to go it alone and the Town needed to help. This project is not done yet and the train is finally coming. Now the property is on its way to becoming a beautiful space and the project should go forward.

Sande Updegraph, Durham Road, works in economic development in Freeport. She spoke in support of the TIF, but not the credit enhancement agreement. She strongly favors creation of a TIF district in the downTown area. They are useful economic tools that shelter money. Originally she supported the credit enhancement agreement, but has changed her mind after listening to the hotel owners tonight. There is no need for additional hotel rooms in Brunswick.

Marji Greenhut, 10 Noble Street, spoke against the credit enhancement piece of the TIF. She believes the \$1 million over time funding that is needed for the schools. She believes there are a number of creative ways to solve the inn situation. There needs to be a TIF, but not the credit enhancement piece. With the train, JHR should not need it now. She questioned what assurance exists so that JHR will finish the entire project after the inn is built. The Town is not tied to a percent; it could be 1%, 10% for example. This tax rebate will be going yearly into the pocket of the development. JHR should have to give the funds to the school and they will still get a tax write off. With cuts in budget, the Town cannot afford to give \$1 million to a private developer. The Town is being hog tied to support the inn, which will not be built to high environmental standards. The inn should be built on the land already cleaned which is a safer location due to traffic issues. She asked the Council to do what is the best for the entire Town.

Claudia Knox, Cumberland Street, spoke in support of the TIF. Her heart goes out to all of the fabulous people in the hospitality business, but the proposed inn will fit a certain niche that the others do not. She hopes the Council will unanimously approve this TIF. Supporting this tax holiday is okay, since it will help businesses on Maine Street Station and in the downTown. It costs taxpayers nothing since it only rebates taxes on new development and only for a limited time. The Town benefits from the taxes generated in later years.

Paul Harrison, owner of Little Dog Coffee Shop, spoke in support of the TIF. Not wanting to add competition is a nonstarter. If this is done then no businesses would want to come to Town. TIFs are common tools.

Chair King closed the public hearing.

John Eldridge, Finance Director, responded to issues raised in the public hearing. He said the TIF packet was placed on the Town's web page on February 19th, which included the proposed credit enhancement agreement. The public hearing notice was published in the newspaper on February 18th. Mr Eldridge said that since the posting, there have been a few minor changes in the proposed credit enhancement agreement. Mr. Eldridge summarized those changes. He also responded to questions raised during the public hearing. In responding to the question of why the Development Program needed to be approved now, Mr Eldridge explained that the Town needed to send it to the State for its review and approval prior to the April 1 tax assessment date. He added that the business reason for doing it now was to get approval prior to the start of construction season. Mr. Eldridge indicated that the credit enhancement is assignable to the owner of the inn. He and Dave Markovchick, Director of Economic Development, reviewed information relative to the financing of the project.

The Council discussed this item.

Councilor Pols asked if this credit enhancement agreement satisfies this element of the joint development agreement (JDA), to which Mr. Eldridge responded that it did.

Councilor Atwood asked about the tax shift calculations, to which Mr. Eldridge responded.

Councilor Pols asked if the inn would be built without the credit enhancement piece. Mr. Eldridge responded that David Markovchick had spoken with the bank JHR indicated would be financing the inn project. Mr. Markovchick confirmed that he had spoken with the bank and that the bank would not finance the project without it. An inn feasibility study was also reviewed by the bank and the Town. Dave Markovchick agreed that the credit enhancement piece was an important part of the financing of this project.

Councilor Atwood asked about the job creation piece of this and if it went with the JDA. Mr. Markovchick responded that the specifics of the job creation component of this application are different from the job creation requirements of CBDG grants.

Councilor Perreault asked if jobs created from buildings already constructed, and from the inn, are considered in the job creation requirements of certain grants. Town Manager Gary Brown responded that with the MITF grant, the jobs created by the new bookstore and restaurants may meet the requirements. Should the inn be built, the Town would definitely meet the job requirements. Councilor Perreault asked how much the Town would have to pay back if the jobs are not created, to which Manager Brown responded the amount would be \$650,000. If the inn does not get built, the Town will try to argue that the requirement was met with the jobs created at the other locations.

Councilor Pols asked if the jobs could come from buildings that had not been completed yet, to which Manager Brown said yes.

Chair King stated that if jobs are not created the Town is on the hook for \$650,000.

Councilor Perreault asked how long the Town has until these grant requirements are due, to which Manager Brown responded they will probably want to get them closed out soon.

Mr. Eldridge said the statute requires the Town Council consider the impact the proposal has on other businesses. He added that if the inn project does not go forward, there will be no tax money to give back to anyone.

Councilor Atwood said she is comfortable with the TIF part, but not the credit enhancement. Her concerns include fairness; her belief that the Town had provided its share already; job creation concerns versus the estimate of jobs; the balance of job creation; a loss of municipal and school department jobs; and she wants to have LEED requirements. Most of the calls she received have opposed the credit enhancement piece.

Councilor Knight thanked all who came out tonight. She reminded the Council this project was the top development priority for this Town. This is infill development; it is the right place and it

is important for it to succeed. There is a great mix of businesses here. This development will provide increased taxes.

Councilor Pols said he supported the TIF district but not the credit enhancement piece. He expressed concerns with the process and how this was brought to the Council. The information could have been developed earlier. Because of the timing, it was forced to be brought to the Council now and they have to make a decision, with not the best negotiated deal. He spoke about how the Planning Board and Maine Historic Preservation made this a more difficult and costly project. He has a problem giving a tax break on the inn without a performance standard that the rest of the project will be finished. He was uncomfortable that the Council gets to read information from the inn feasibility study that cannot be shared. That tipped him over the edge so he cannot support the proposal.

Councilor Tucker said that when the Town entered in the JDA, it did not spell out the terms of the TIF, but the Town now finds itself at the point it must be considered. He comes down on the side of voting for this. It is a matter of risk; the Town's best chance of recovering costs is the completion of the project. There has been a lot of weight on the JDA and any business owner would expect the Town to fulfill its part of the agreement. This TIF and credit enhancement is not new. He urged the Council to pass this.

Councilor Wilson said that when this project started, economic times were different and hopefully, at the end of the process, there will be another shift to better economic times. The goal is for the Town to see Maine Street Station developed and the inn is an important piece of this development. We need to make this decision. This is not taking money away since the it does not exist now. If something is good for the Town, the rebate is beneficial to both parties.

Councilor Favreau said the Council knew the TIF was going to be negotiated and it would include a credit enhancement piece. We are looking at tax revenues being great as time goes on. This is joint development and we did our part and he is going to support this.

Councilor Perreault said he had one constituent who called speaking against this; he spoke with others in favor of it. He wanted to listen to what people said. He speaks from his heart and what is best for this Town. He believes the Town can fulfill the job creation and, with the inn, this would make it happen. He agrees that information from the feasibility study should have been public. If the inn is built and Maine Street Station is built out, it will benefit his children and the future of Brunswick. At this moment he would vote for it.

Councilor Watson spoke on the project and said this is the time to be looking toward the future and at the big picture. He would like to see Brunswick becoming a destination and the Town needs this development. The coal ash prevented development and that was removed, which provided an opportunity to move to the future.

Chair King said she appreciated all those who came forward. The biggest point Mr. Eldridge made is that this tax money is not currently there and without this project it will not be there. She felt that Mr. Eldridge and Mr. Markovchick did a good job negotiating. This project is in a prime spot.

Councilor Pols asked if the Town had met the requirement to consider the impact on other businesses. Jim Saffian, an attorney from Pierce Atwood, responded that with the discussion tonight, the Council had satisfied what the statute requires.

Councilor Atwood spoke on business equity.

Councilor Knight moved, Councilor Favreau seconded, to adopt a Town Council Resolution Designating Town of Brunswick DownTown Municipal Development and Tax Increment Financing District and Adopting Related Development Program. The motion carried with seven (7) yeas. Councilor Pols and Councilor Atwood were opposed.

True Attest Copy:



Frances M. Smith, Town Clerk

Date: March 8, 2010

Peter Anastos
Maine Course Hospitality Group
15 Main Street
Suite 210
Freeport, Maine 04032
Telephone: 207-865-6105 ext. 110, Fax: 207-846-9714
Panastol@maine.rr.com
WWW.MCHG.COM

March 1, 2010

Brunswick Town Council
Brunswick Town Hall
Brunswick, ME

Dear Council Members,

I wish to voice my formal opposition to the proposed Brunswick Downtown Municipal Development and Tax Increment Financing District and a related development program.

I am opposed to this project due to the credit enhancement section. I am aware of the land being giving to the developer and the site work done on his behalf and do not oppose that work as described to date.

The newly added credit enhancement section, with approximately \$100,000 per year in refunded property taxes, as described, will give the applicant a huge competitive advantage over other hotels, which are presently struggling.

I have enclosed figures compiled by STR Global, which tracks hotels worldwide. The report only pertains to the Brunswick area. The last three months occupancy rates are down 16.6% and January was down 21.8%. Trailing twelve month occupancy is down to 45% per the report.

And since profits are mostly earned in the last rooms sold, profits are down 35% or more putting many hotels in the red. As you may know the Daniel

Stone Inn was recently sold by TD Bank. I would be happy to provide you with detailed financial information for my hotel. Our Chief Financial Officer underwent bypass surgery last week and I have been unable to provide more data on short notice.

Put another way, the closest competitors to the new inn would be our Fairfield Inn and Suites by Marriott, the Comfort Inn, Daniel Stone Inn and the Parkwood. These hotels represent approximately 100,000 annual room nights (365 times the number of rooms). If present trends remain the same, just our small group of Brunswick hotels could lose 15,000 plus room nights sold this year on top of last year's huge losses. Adding 19,710 room nights to the market with a \$100,000 per year cost advantage, would be severely detrimental to our businesses.

State law states that programs such as proposed by the Brunswick Town Council will do "no substantial harm to existing businesses" (Title 36: sec. 6756 Criteria for Approval). State law further states in 30-A MRS 5223(2) "if an interested party claims at the public hearing that the proposed district or program will result in a substantial detriment to that party's existing business in the municipality and produces substantial evidence to that effect, the legislative body must consider that evidence."

Adding 54 rooms to this market will clearly do substantial harm as we have had significant room demand decline. It will cause other Brunswick hotels to lose sales, lay off employees and cause a diminishment in real estate values and, therefore, property tax revenues. This should be self evident by the enclosed report. Room sales are drastically declining, not increasing.

Has the Town Council investigated the impact on existing businesses? The only discussion I have seen in regard to the business viability of the project was a study which I requested and was denied access. If my business is to be so obviously harmed by the town's largesse towards one of my competitors, I should at least be able to see the study used to justify the financial viability.

Where is the need for this added one million dollars in tax benefits? How did you determine that? Free land and site work is a huge subsidy on its own, for just one building.

I do not see anything in the Joint Venture Agreement that requires the town to put up a million dollars in tax breaks.

Would the remaining buildings be eligible for another million dollars each?

I have paid over half a million dollars in property taxes over just the last eight years with no breaks whatsoever and my fellow hoteliers have paid similar amounts to the town.

If you approve the credit enhancement portion of the proposal before you tonight, you will put some of that income stream for the town in jeopardy and punish those who have contributed mightily to this town for many years.

I was asked why I didn't oppose this project earlier. I am only against the credit enhancement section of the proposal which only became public very recently.

Simply from a business stand point, free land and site work is plenty of enticement for a hotel developer to build a hotel in a normal economy and would allow the town to benefit from the property's tax revenue while hurting other properties far less.

I deeply regret that I find it necessary to oppose this project but feel I am left no choice if I wish to protect my business.

Sincerely,



Peter Anastos

Tab 2 - Monthly Performance at a Glance - My Property vs. Competitive Set

Fairfield Inn & Suites Brunswick Freeport 36 Old Portland Rd Brunswick, ME 04011-7201 Phone: (207) 721-0300

STR # 52865 ChainID: 4325P MgtCo: None Owner: None

For the Month of: January 2010 Date Created: February 19, 2010 Monthly Competitive Set Data Excludes Subject Property

January 2010

	Occupancy (%)			ADR			RevPAR		
	My Prop	Comp Set	Index	My Prop	Comp Set	Index	My Prop	Comp Set	Index
Current Month	45.7	20.9	218.9	94.05	81.30	115.7	42.96	16.97	253.2
Year To Date	45.7	20.9	218.9	94.05	81.30	115.7	42.96	16.97	253.2
Running 3 Month	49.2	27.7	177.7	95.19	88.26	107.9	46.83	24.43	191.7
Running 12 Month	62.4	45.1	138.3	104.69	104.73	100.0	65.28	47.21	138.3

January 2010 vs. 2009 Percent Change (%)

	Occupancy			ADR			RevPAR		
	My Prop	Comp Set	Index	My Prop	Comp Set	Index	My Prop	Comp Set	Index
Current Month	-4.8	-21.8	21.7	5.3	0.1	5.2	0.3	-21.7	28.0
Year To Date	-4.8	-21.8	21.7	5.3	0.1	5.2	0.3	-21.7	28.0
Running 3 Month	-1.3	-16.6	18.3	6.9	2.3	4.5	5.4	-14.6	23.5
Running 12 Month	-9.3	-9.7	0.5	1.7	-1.4	3.1	-7.8	-11.0	3.6

Tab 3 - STAR Summary - My Property vs. Comp Set and Industry Segments

Fairfield Inn & Suites Brunswick Freeport 36 Old Portland Rd Brunswick, ME 04011-7201 Phone: (207) 721-0300
 STR # 52865 ChainID: 4325P MgtCo: None Owner: None
 For the Month of: January 2010 Date Created: February 19, 2010 Monthly Competitive Set Data Excludes Subject Property

Occupancy (%)											
Current Month	% Chg	Year to Date	% Chg	Running 3 Month	% Chg	Running 12 Month	% Chg	Current Month	% Chg	Year to Date	% Chg
Fairfield Inn & Suites Brunswick Freeport	45.7	-4.8	45.7	-4.8	49.2	-1.3	62.4	-9.3	0.0	0.0	0.0
Market: Maine	32.7	-0.8	32.7	-0.8	38.0	-2.9	53.1	-7.2	2.2	2.2	2.2
Market Class: Midscale w/o F&B Class	33.6	-1.4	33.6	-1.4	39.1	-3.9	56.0	-7.8	2.6	2.6	2.6
Tract: Portland, ME MSA	35.6	-2.9	35.6	-2.9	40.3	-5.8	54.8	-8.0	4.2	4.2	4.2
Tract Scale: Midscale Chains	32.4	-9.0	32.4	-9.0	39.4	-8.8	57.7	-6.1	0.0	0.0	0.0
Competitive Set: Competitors	20.9	-21.8	20.9	-21.8	27.7	-16.6	45.1	-9.7	0.0	0.0	0.0

Average Daily Rate											
Current Month	% Chg	Year to Date	% Chg	Running 3 Month	% Chg	Running 12 Month	% Chg	Current Month	% Chg	Year to Date	% Chg
Fairfield Inn & Suites Brunswick Freeport	94.05	5.3	94.05	5.3	95.19	6.9	104.69	1.7	-4.8	-4.8	-1.3
Market: Maine	73.44	0.5	73.44	0.5	75.73	0.3	92.55	-3.3	1.3	1.3	-0.8
Market Class: Midscale w/o F&B Class	81.69	3.3	81.69	3.3	84.73	2.3	102.94	-3.9	1.1	1.1	-1.4
Tract: Portland, ME MSA	76.11	-3.1	76.11	-3.1	78.90	-2.4	95.06	-3.9	1.2	1.2	-1.9
Tract Scale: Midscale Chains	73.96	1.8	73.96	1.8	76.56	1.0	92.41	-1.6	-9.0	-9.0	-8.8
Competitive Set: Competitors	81.30	0.1	81.30	0.1	88.26	2.3	104.73	-1.4	-21.8	-21.8	-16.6

Revenue											
Current Month	% Chg	Year to Date	% Chg	Running 3 Month	% Chg	Running 12 Month	% Chg	Current Month	% Chg	Year to Date	% Chg
Fairfield Inn & Suites Brunswick Freeport	42.96	0.3	42.96	0.3	46.83	5.4	65.28	-7.8	0.3	0.3	5.4
Market: Maine	24.02	-0.3	24.02	-0.3	28.77	-2.6	49.18	-10.3	1.9	1.9	-0.4
Market Class: Midscale w/o F&B Class	27.44	1.8	27.44	1.8	33.09	-1.6	57.67	-11.4	4.4	4.4	0.9
Tract: Portland, ME MSA	27.10	-6.0	27.10	-6.0	31.82	-8.0	52.04	-11.6	-2.0	-2.0	-4.2
Tract Scale: Midscale Chains	23.94	-7.4	23.94	-7.4	30.17	-7.9	53.32	-7.6	-7.4	-7.4	-7.9
Competitive Set: Competitors	16.97	-21.7	16.97	-21.7	24.43	-14.6	47.21	-11.0	-21.7	-21.7	-14.6

Census/Sample - Properties & Rooms											
Census				Sample				Sample %			
Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
334	20847	104	10240	49.1							
51	3694	29	2704	73.2							
89	6899	49	5343	77.4							
19	2213	19	2213	100.0							
4	373	4	373	100.0							

Pipeline											
Market: Maine						Under Construction					
Month % Chg	YTD % Chg	Run 3 Mon % Chg	Run 12 Mon % Chg	Properties	Rooms	Properties	Rooms	Properties	Rooms	Properties	Rooms
0.3	0.3	5.4	-8.0	2	180	15	752				
1.9	1.9	-0.4	-8.2								
4.4	4.4	0.9	-9.2								
-2.0	-2.0	-4.2	-8.6								
-7.4	-7.4	-7.9	-8.8								
-21.7	-21.7	-14.6	-11.0								

See Help page for pipeline definitions.



Brunswick Town Council

Brunswick Town Hall

199 Pleasant Street
Brunswick, Maine 04011
(207) 729-1129

Dear Brunswick Town Council:

When I first found out about the proposed tax forbearance between the Town of Brunswick and the developer I was needless to say somewhat upset. I along with my partners worked very hard back in 1988 in order to receive all of the necessary approvals from the Planning Board in order to build our 81 room Inn. Since then I've managed to pay over \$1.4M in both Real Estate and Personal Property taxes over a period of twenty-one years. Please note the use of the word manage, for at times much like what we're all currently experiencing in today's economic climate it hasn't been easy to pay the Town bills along with all of the other expenses my business incurs during its normal course of doing business.

Let me briefly share with you why I'm so opposed to this proposed tax forbearance. To begin with there exist no economic or lodging demand for this project at this time. The areas overall occupancy in 2009 per the Smith Travel Research or otherwise known in the lodging industry as the Star Report was only 46.5%. For those not in the industry these are very, very weak and unhealthy occupancy numbers. If the economic merits of the Inn truly existed then why would one need to subsidize this project to the tune of around \$1.0M dollars? The answer to that question is that it does not exist. Competition is a fact of life in any business venture however for the Town of Brunswick to get directly involved with one business via direct subsidize to the economic detriment of another like business in Town is simply immoral. Call me old fashion but I've never requested anything from the Town of Brunswick in over twenty one years. I like most of the other businesses in Town just attempt to do our very best and in turn hopefully adding a little to the over community.

I can only speak for myself however if the Town decides to move forward with this tax forbearance then I'll have no choice but to protect my multi- million dollar asset and pursue any and all legal avenues. Believe me this isn't a course of action I would prefer however I cannot sit by and allow the Town of Brunswick to assist in dismantling my business and jeopardize my personal home. Moving forward the Town must determine whether is wants to support the taxpayers who have been paying the freight all these years or move forward with this pet project with their eyes closed as to what is truly the fair and right decision for the existing taxpayers of the Town.

Sincerely,

A handwritten signature in black ink, appearing to read 'Linwood N. Austin'.

Linwood N. Austin

Managing Partner

Austin Hotels, LLC

STEVE WEEMS

44 THOMPSON STREET, BRUNSWICK, ME 04011-3026
Tel: [207] 725-7282 Cell: [207] 751-9437 Email: slweems@gmail.com

**Testimony for Public Hearing
Municipal Development and Tax Increment Financing District
March 1, 2010**

My name is Steve Weems, 44 Thompson Street, Brunswick, Maine. I'm here as a private citizen, with no affiliation with the Town or any other party doing business in the proposed Municipal Development and TIF District. My observations are based on active involvement in the Town's economic development initiatives over 20 years as an ex-councilor and past Board member of Brunswick's local development corporations.

I unequivocally support all aspects of the proposed Municipal Development and Tax Increment Financing District Development Program (the "TIF District"). I believe this is (i) sound public policy and fiscal management, (ii) a vitally important in-town development initiative, and (iii) a practical necessity.

Here are ten (10) specific reasons to adopt this proposal.

1. TIF Districts are a well-established way to protect incremental tax valuation increases from the State's tax revenue sharing formulas and dedicate the taxes generated by these valuation increases for specific municipal purposes.
2. This TIF District's incremental tax revenues will be dedicated to downtown development. This is a top priority of the Town and its residents.
3. This action will protect and enhance the Town's historical investment in development of the Maine Street Station project (the "MSS Project"). Through its Joint Development Agreement with JHR Development of Maine, LLC the Town of Brunswick is a co-developer of this site and should act accordingly.
4. The Town and its development partner in the MMS Project have years invested in this initiative. This is an important implementation action.

Steve Weems
March 1, 2010

5. The Credit enhancement component of the TIF District proposal is consistent with the Joint Development Agreement entered into with JHR Development of Maine, LLC.
6. Based on specific professional experience I have over the last six years arranging financings for major real estate projects, I can assure you obtaining and closing financing for a hotel project is virtually impossible without major financial incentives.
7. Following through in a positive way, with this initiative, to enhance the viability of the entire downtown area and the MSS Project, will reflect positively on Brunswick's business reputation.
8. Approving this proposal will demonstrate support of the Town's professional staff, who have prepared an outstanding proposal and determined the Credit Enhancement component is needed and meets a commercially reasonable standard.
9. The Credit Enhancement portion of this is a small percentage of the total program:
 - a. Only 6% of total program costs over the life of the TIF District (30 years).
 - b. 20% of total program costs during the 10 years of the proposed rebate to JHR Development.
10. The Credit Enhancement portion of this is less than half of the total tax shift during the ten (10) years of rebate to JHR Development, and substantially less than this over the life of the TIF District.

This is a clear case where it is vitally important to follow through with a great initiative to support and enhance the entire downtown area, and the MSS Project specifically.

Thank you.

Steve Weems

Brunswick Town Council Meeting, March 1, 2010

Item 30.

Ed Peay
12 Blueberry Ln
Brunswick, ME 04011

It was widely understood that the agreement with the developer would include a performance provision or guarantee.

In fact, according to The George Washington International Law Review, "Performance bonds are a staple of the U.S. construction industry."

At the Council meeting of Jan 25, the Town's Director of Economic and Community Development told the meeting that the state of Maine would accept "general parameters" like "a performance guarantee".

1. Why, then, does the arrangement negotiated with the developer not include one for the Town's protection?
2. Why did we accept that this process was to be conducted in a great hurry in order to maximize the chances of getting a TIF and then leave out one of the conditions that the state wants?
3. Economic conditions have changed remarkably in the years since the original agreement was drawn up. If this developer refused to proceed under a performance provision, there are undoubtedly many others today who would be eager to do so.
4. Is the Council then prepared to accept a job that is inadequate or not completed within a satisfactory finishing time without consequences?

Director of Economic and Community Development director David Markovchick told councilors that the Maine Department of Economic and Community Development – which grants TIF approval – would accept "general parameters" of the proposed credit enhancement component. Those parameters include "the number of years, what conditions might be, how much we might anticipate the share for the credit enhancement and conditions like a performance guarantee," Markovchick said during Monday's council meeting.

-The Times-Record, Tuesday, January 26, 2010

"Performance bonds are a staple of the U.S. construction industry."

David J Barru

The George Washington International Law Review
Date: Saturday, January 1 2005

<http://www.allbusiness.com/public-administration/national-security-international/1035740-1.html>

Tax Shift Calculation Methodology

Tax Shift Calculation Methodology

Generally

The methods used to calculate the estimated tax shifts are described below. For each year impacted, there are also estimates of the various components of the formulas. It is important to note that these are estimates and that the actual shifts may be substantially different due to changes in the components of the formulas or changes in the formulas themselves.

Education Subsidy

The shift was calculated by multiplying the equalized captured assessed valuation (CAV) by the state education mil rate.

Revenue Sharing

The shift was calculated by estimating the impact the equalized captured assessed valuation (CAV) would have on the distribution of Revenue Sharing I and Revenue Sharing II.

Revenue Sharing I

Prior to Shift

1. $(\text{population} \times \text{assessment}) / \text{state valuation} = \text{computed number}$
2. $\text{computed number} / \text{sum of all computed numbers} = \text{proportional share of REV-I distribution}$

After Shift

1. $(\text{population} \times \text{assessment}) / (\text{state valuation} + \text{CAV}) = \text{new computed number}$
2. $\text{new computed number} / \text{computed number} = \text{percent change in computed number}$
3. $\text{percent change in computed number} \times \text{REV-I distribution}$

Revenue Sharing II

Prior to Shift

1. $(\text{assessment} / \text{state valuation}) \times 1000 = \text{mil rate}$
2. $(\text{mil rate} - 10.0) \times \text{population} = \text{computed number}$
3. $\text{computed number} / \text{sum of all computed numbers} = \text{proportional share of REV-II distribution}$

After Shift

1. $((\text{assessment} / (\text{state valuation} + \text{CAV})) \times 1000) = \text{new mil rate}$
2. $(\text{new mil rate} - 10.0) \times \text{population} = \text{new computed number}$
3. $\text{new computed number} / \text{computed number} = \text{percent change in computed number}$
4. $\text{percent change in computed number} \times \text{REV-II distribution}$

County Tax

The shift was calculated by determined by calculating the percent change the equalized captured assessed valuation (CAV) would have on the county tax assessment. Multiplying that percentage by the county tax produces the estimated shift.

1. $\text{state valuation} / (\text{state valuation} + \text{CAV}) = \text{percent change in county tax}$
2. $\text{percent change in county tax} \times \text{county tax}$

Debt Service Schedules

The debt service schedules illustrated herein estimate the annual payments required to amortize the principal amount shown, using the assumed interest rate and term. The schedules assume level principal payments over the term of the bonds. The actual interest rate will depend on prevailing market rates at the time the bonds are issued. The Town reserves the right to alter the principal amount, term, and principal amortization schedule to meet its needs.

Downtown Development/TIF District						
Debt Service Requirements on Capital Improvements						
AMOUNTS:			BONDS:			
Total Financed:	\$	1,500,000	Interest Rate:		4.00%	
Total Interest:		630,000	Years:		20	
Total Cost:		2,130,000	Start Bond Year:		1	
Bond Year	Fiscal Year	Principal Payment	Interest Payment	Total Payments	Balance	
Base	2009 - 2010				\$	1,500,000.00
1	2010 - 2011	\$ 75,000.00	\$ 60,000.00	\$ 135,000.00		1,425,000.00
2	2011 - 2012	75,000.00	57,000.00	132,000.00		1,350,000.00
3	2012 - 2013	75,000.00	54,000.00	129,000.00		1,275,000.00
4	2013 - 2014	75,000.00	51,000.00	126,000.00		1,200,000.00
5	2014 - 2015	75,000.00	48,000.00	123,000.00		1,125,000.00
6	2015 - 2016	75,000.00	45,000.00	120,000.00		1,050,000.00
7	2016 - 2017	75,000.00	42,000.00	117,000.00		975,000.00
8	2017 - 2018	75,000.00	39,000.00	114,000.00		900,000.00
9	2018 - 2019	75,000.00	36,000.00	111,000.00		825,000.00
10	2019 - 2020	75,000.00	33,000.00	108,000.00		750,000.00
11	2020 - 2021	75,000.00	30,000.00	105,000.00		675,000.00
12	2021 - 2022	75,000.00	27,000.00	102,000.00		600,000.00
13	2022 - 2023	75,000.00	24,000.00	99,000.00		525,000.00
14	2023 - 2024	75,000.00	21,000.00	96,000.00		450,000.00
15	2024 - 2025	75,000.00	18,000.00	93,000.00		375,000.00
16	2025 - 2026	75,000.00	15,000.00	90,000.00		300,000.00
17	2026 - 2027	75,000.00	12,000.00	87,000.00		225,000.00
18	2027 - 2028	75,000.00	9,000.00	84,000.00		150,000.00
19	2028 - 2029	75,000.00	6,000.00	81,000.00		75,000.00
20	2029 - 2030	75,000.00	3,000.00	78,000.00		-
21	2030 - 2031	-	-	-		-
22	2031 - 2032	-	-	-		-
23	2032 - 2033	-	-	-		-
24	2033 - 2034	-	-	-		-
25	2034 - 2035	-	-	-		-
26	2035 - 2036	-	-	-		-
27	2036 - 2037	-	-	-		-
28	2037 - 2038	-	-	-		-
29	2038 - 2039	-	-	-		-
30	2039 - 2040	-	-	-		-
Totals		\$ 1,500,000.00	\$ 630,000.00	\$ 2,130,000.00		

Downtown Development/TIF District					
Debt Service Requirements on Capital Improvements					
AMOUNTS:			BONDS:		
Total Financed:	\$	750,000	Interest Rate:		4.00%
Total Interest:		240,000	Years:		15
Total Cost:		990,000	Start Bond Year:		1
Bond Year	Fiscal Year	Principal Payment	Interest Payment	Total Payments	Balance
Base	2009 - 2010			\$	750,000.00
1	2010 - 2011	\$ 50,000.00	\$ 30,000.00	\$ 80,000.00	700,000.00
2	2011 - 2012	50,000.00	28,000.00	78,000.00	650,000.00
3	2012 - 2013	50,000.00	26,000.00	76,000.00	600,000.00
4	2013 - 2014	50,000.00	24,000.00	74,000.00	550,000.00
5	2014 - 2015	50,000.00	22,000.00	72,000.00	500,000.00
6	2015 - 2016	50,000.00	20,000.00	70,000.00	450,000.00
7	2016 - 2017	50,000.00	18,000.00	68,000.00	400,000.00
8	2017 - 2018	50,000.00	16,000.00	66,000.00	350,000.00
9	2018 - 2019	50,000.00	14,000.00	64,000.00	300,000.00
10	2019 - 2020	50,000.00	12,000.00	62,000.00	250,000.00
11	2020 - 2021	50,000.00	10,000.00	60,000.00	200,000.00
12	2021 - 2022	50,000.00	8,000.00	58,000.00	150,000.00
13	2022 - 2023	50,000.00	6,000.00	56,000.00	100,000.00
14	2023 - 2024	50,000.00	4,000.00	54,000.00	50,000.00
15	2024 - 2025	50,000.00	2,000.00	52,000.00	-
16	2025 - 2026	-	-	-	-
17	2026 - 2027	-	-	-	-
18	2027 - 2028	-	-	-	-
19	2028 - 2029	-	-	-	-
20	2029 - 2030	-	-	-	-
21	2030 - 2031	-	-	-	-
22	2031 - 2032	-	-	-	-
23	2032 - 2033	-	-	-	-
24	2033 - 2034	-	-	-	-
25	2034 - 2035	-	-	-	-
26	2035 - 2036	-	-	-	-
27	2036 - 2037	-	-	-	-
28	2037 - 2038	-	-	-	-
29	2038 - 2039	-	-	-	-
30	2039 - 2040	-	-	-	-
Totals		\$ 750,000.00	\$ 240,000.00	\$ 990,000.00	

Bond Ordinances

TOWN OF BRUNSWICK, MAINE

ORDINANCE

Authorizing the execution of a Joint Development Agreement and authorizing Bonds and Notes in an amount not to exceed \$2,000,000 to perform hazardous waste remediation of the Maine Street Station Property and to design and construct infrastructure on and to said site and other properties, and authorizing the conveyance of property

WHEREAS, the Town owns land and buildings in Brunswick, Maine known together as the Maine Street Station Property (the “Maine Street Station Property”) and the property on which the People Plus Center is located, (collectively the “Property”); and

WHEREAS, the Town desires to enter into a public-private endeavor with JHR Development of Maine, LLC (together with its designee, the “Developer”) through a Site Remediation and Joint Development Agreement (the “Joint Development Agreement”) to create a vibrant, multi-use addition to downtown Brunswick on the Property and adjacent parcels of land consistent with the Brunswick Maine Street Station Redevelopment Analysis and Master Plan dated January 2006 (the “Maine Street Station Redevelopment”); and

WHEREAS, a primary impediment to any redevelopment of the Property, including the Maine Street Station Redevelopment is the need to remediate hazardous materials that presently exist on the Maine Street Station Property;

WHEREAS, the Town desires to further the Maine Street Station Redevelopment by entering into the Joint Development Agreement, remediating the Maine Street Station Property, constructing necessary infrastructure with respect to the Property in furtherance of the Maine Street Station Redevelopment, and conveying the Property to the Developer.

NOW, THEREFORE, following a public hearing the following Ordinance is hereby enacted:

Section 1. The Town Council hereby finds and determines that entering into the Joint Development Agreement, completing the Project and issuing the Town’s Bonds and Notes therefore, and conveying the Property to the Developer will further the Maine Street Station Redevelopment, will generate substantial economic benefits for the Town and its inhabitants, including employment opportunities, will broaden and improve the Town’s tax base and will provide general economic stimulus to the Town, and therefore the Project and the Maine Street Station Redevelopment and the actions of the Town authorized hereunder constitute good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town which public benefits outweigh any burdens to the Town.

Section 2. The Town Manager be and hereby is authorized to execute and deliver, for and on behalf of the Town, the Joint Development Agreement in substantially the form presented

to the Town Council, with such revisions or modifications not inconsistent with the general tenor of the Joint Development Agreement presented to the Town Council as he may approve, such approval to be conclusively evidenced by his execution thereof.

Section 3. The issuance of the Town's general obligation bonds and notes in anticipation thereof in the aggregate principal amount not to exceed \$2,000,000 is hereby authorized and approved (such bonds and notes referred to as the "Bonds" and "Notes"). The proceeds of the Bonds and Notes shall be used to perform hazardous waste remediation of the Maine Street Station Property and to finance the design and construction of street, water, sewer and other utility improvements with respect to the Property as outlined in the Joint Development Agreement in furtherance of the Maine Street Station Redevelopment (the "Project").

Section 4. The Town Manager be and hereby is authorized convey the Property and the Project, or any portion thereof, to the Developer and to execute and deliver, for and on behalf of the Town, such deed or deeds or other instruments of conveyances as he may deem reasonable or necessary.

Section 5. The proceeds of the Bonds and Notes be and hereby are appropriated to pay the costs of the Project, to reimburse the Town for any prior expenditure on the Project or to refinance the Notes, as the case may be.

Section 6. The Bonds and Notes shall have maturity dates not to exceed the maximum term permitted by law (whether issued at one time or from time to time) and shall otherwise mature on such date or dates, shall be subject to redemption, shall bear interest at such rate or rates up to a maximum rate of 8.00% per annum and shall be in such form and to otherwise contain such terms and provisions as the officers or officials executing the same may approve, their approval to be conclusively evidenced by their execution thereof, such Bonds and Notes to be signed by the Treasurer and to be countersigned by the Chairman of the Town Council, to have the seal of the Town affixed thereon and attested by its Clerk.

Section 7. The maturity(ies), interest rate(s) and sale price of such Bonds and Notes shall be either set out to bid or negotiated by the Treasurer in such manner as he deems appropriate and in the best interest of the Town and the financing of the above-reference Project and the Treasurer be and hereby is authorized to provide that any of the Bonds and Notes may be made callable, with or without premiums, prior to their stated dates of maturity. The Treasurer of the Town is hereby authorized to select the underwriter for the Bonds and Notes and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

Section 8. The Treasurer be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and Notes, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the underwriter for the Bonds and Notes and bond counsel for the Town, and that the distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the Bonds and Notes be and hereby is approved.

Section 9. The Treasurer be and hereby is authorized to select the registrar, paying agent, and transfer agent (the “Transfer Agent”) for the Bonds and Notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services. That the Bonds and Notes shall be transferable only on the registration books of the Town kept by the transfer agent, and said principal amount of the same maturity (but not of other maturity) in minimum denominations of \$5,000 and any integral multiple in excess thereof (or such other minimum denomination as the Treasurer, in his discretion, may approve) upon surrender thereof at the principal office of the Transfer Agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a bond the Town and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new bonds upon exchanges or transfer thereof to be paid by the person requesting the same.

Section 10. That, in lieu of physical certificates of the Bonds and Notes, the Treasurer be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds and Notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing paragraph above regarding physical transfer of Bonds and Notes, and the Treasurer be and hereby is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds and Notes for and participate in the Depository Trust Company Book-Entry Only System.

Section 11. The Treasurer and Chairman of the Town Council from time to time shall execute such Bonds and Notes as may be required to provide for exchanges or transfers of Bonds and Notes, all such Bonds and Notes to bear the original signature of the Treasurer and Chairman of the Town Council, and in case any officer of the Town whose signature appears on any Bond or Note shall cease to be such officer before the delivery of said bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof.

Section 12. If the Bonds or Notes are issued on a tax-exempt basis, the Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the Bonds and Notes authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds to be “arbitrage bonds” or “private activity bonds within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended.

Section 13. If the Bonds or Notes are issued on a tax-exempt basis, the Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of such Bonds and Notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the Bonds and Notes will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the Bonds and Notes to be subject to federal income taxation.

Section 14. The Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such Bonds and Notes, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c12-12 of the Securities and Exchange Commission are met.

Section 15. If the Bonds or Notes are issued on a tax-exempt basis, the Treasurer be and hereby is authorized and empowered to take all such action as may be necessary to designate such Bonds and Notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; it being the Town's intention that the Treasurer, with advice of bond counsel, make the required Section 265(b) election with respect to such Bonds and Notes to the extent the election may be available and advisable as determined by the Treasurer.

Section 16. Any or all of the Bonds and Notes issued hereunder may be consolidated with and become a part of any other issue of notes or bonds authorized to be issued by any previous or subsequent order or ordinance of the Town Council.

Section 17. The Treasurer, Chairman of the Town Council, and Clerk and other proper officials of the Town be, and hereby are individually authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things as may be necessary or desirable in order to effect the issuance, sale, and delivery of the Bonds and Notes in accordance with the terms and provisions of this Ordinance.

Section 18. The Town Manager be and hereby is authorized to negotiate, execute, and deliver, in the name of and on behalf of the Town, such contracts, agreements, deeds and other documents or instruments of conveyance, including but not limited to purchase and sale agreements, agreements to remediate the Maine Street Station Property, agreements to construct the Project or otherwise, as may be necessary or appropriate as determined by the Town Manager, in connection with the issuance and delivery of the Bonds, and in connection with the completion of the Project, the Joint Development Agreement or the Maine Street Station Redevelopment (the "Redevelopment Agreements"), which Redevelopment Agreements shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Town Manager, such approval to be conclusively evidenced by his execution thereof.

Section 19. That if any of the officers or officials of the Town who have signed or sealed the Bonds and Notes shall cease to be such officers or officials before the Bonds and Notes so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds and Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds and Notes had not ceased to be such officer or official; and also any such Bonds and Notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds and Notes, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds and Notes any such person shall not have been such officer or official.

Section 20. That if the Treasurer, Chairman of the Town Council or Clerk are for any reason unavailable to approve and execute the Bonds and Notes, the Redevelopment Agreements or any other documents necessary or convenient to the issuance, execution and delivery of the Bonds and Notes, or the furtherance of the Project, the Joint Development Agreement or the Maine Street Station Redevelopment, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

Section 21. In each of the years during which any of the Bonds are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds, payable in such year, and the principal of such Bonds maturing in such year.

Section 22. The term “cost” or “costs” as used herein and applied to the Project, or any portion thereof, includes all items reflected in the estimated project budget provided to the Council and included with the minutes of this meeting, and also includes: (1) the purchase price or acquisition cost of all or any portion of the Project; (2) the cost of construction, building, alteration, enlargement, reconstruction, renovation, improvement, and equipping of the Project; (3) the cost of all appurtenances and other facilities either on, above, or under the ground which are used or usable in connection with the Project; (4) the cost of landscaping, site preparation and remodeling of any improvements or facilities; (5) the cost of all labor, materials, building systems, machinery and equipment; (6) the cost of land, structures, real property interests, rights, easements, and franchises acquired in connection with the Project; (7) the cost of all utility extensions and site improvements and development; (8) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Project; (9) the cost of environmental studies and assessments; (10) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three years from the issue date of the Bonds, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (11) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing.

Section 23. Any investment earnings on the proceeds of the Bonds and Notes authorized hereunder and any other unexpended proceeds thereof be and hereby are appropriated for the following purposes:

1. To any costs of the Project in excess of the principal amount of the Bonds;
2. If the Bonds are issued on a tax-exempt basis, in accordance with the applicable terms and conditions of the Town’s Arbitrage and Use of Proceeds Certificate delivered in connection with the sale of the Bonds and Notes including, to the extent permitted thereunder, to interest on the Bonds and Notes or to the Town's General Fund;
3. To any other qualified costs approved by the Town Council and not prohibited by the Town Charter, State law or the Internal Revenue Code.

Section 24. The Town Manager is authorized to accept contributions and make applications for federal and state grant funds, said contributions and grants to be used in lieu of or in addition to bond proceeds authorized hereunder. The Town Manager is authorized to accept contribution and grants on behalf of the Town and said amounts are hereby appropriated to fund any portion of the Project. The total amount appropriated under this Ordinance shall not be greater than the amount of bond proceeds plus any contributions and grants.

Proposed to Town Council – January 16, 2007

Public Hearing – January 29, 2007

Adopted by Town Council- January 29, 2007

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TOWN OF BRUNSWICK, MAINE

ORDINANCE

Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$750,000 to Finance Improvements at 35 Union Street

WHEREAS, the Town owns land and buildings in Brunswick, Maine at 35 Union Street formerly occupied by the Brunswick School Department (the “Union Street Property”); and

WHEREAS, the Town desires to make improvements to the property to become a new headquarters for the People Plus Center;

WHEREAS, pursuant to the Site Remediation and Joint Development Agreement dated January 31, 2007, relating to the Maine Street Station Project (the “JDA”), the building currently housing the People Plus Center has been deeded by the Town to JHR Development; and

WHEREAS, the People Plus Center must relocate its operations and headquarters;

NOW, THEREFORE, following a public hearing the following Ordinance is hereby enacted:

Section 1. The issue and sale of the Town’s general obligation bonds (and notes in anticipation thereof) be and hereby is authorized in the aggregate principal amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000), and the proceeds of said bonds and notes be and hereby are appropriated to finance improvements at 35 Union Street in order to convert the property to use as the People Plus Center and other related or ancillary uses (the “Project”), to reimburse the Town for any prior expenditures on the Project or to refinance the notes, as the case may be.

Section 2. The Town Manager be, and hereby is, authorized to negotiate, execute, and deliver, in the name of and on behalf of the Town, such contracts, agreements, and other documents, including architectural and engineering contracts, construction agreements and contracts, purchase and sale agreements, leases, instruments, deeds or other instruments of conveyance, documents and certificates as may be necessary or appropriate as determined by the Town Manager, in connection with the Project or the issuance of the bonds or notes, which documents shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Town Manager, such approval to be conclusively evidenced by his execution thereof; provided that the Town Manager may delegate the authority granted hereunder as the Town Manager deems appropriate.

Section 3. The bonds hereby authorized shall have a term not to exceed 25 years from the date of issuance thereof (whether issued at one time or from time to time) and shall otherwise mature on such date or dates, shall be subject to redemption, shall bear interest at such rate or rates up to a maximum average annual rate of 8.00%, shall be in such minimum denominations, and shall be in such form and to otherwise contain such terms and provisions as the officers or

officials executing the same may approve, their approval to be conclusively evidenced by their execution thereof, such bonds to be signed by the Treasurer and to be countersigned by the Chairman of the Town Council, to have the seal of the Town affixed thereon and attested by its Clerk.

Section 4. The maturity(ies), interest rate(s) and sale price of such bonds shall be either set out to bid or negotiated by the Treasurer in such manner as he deems appropriate and in the best interest of the Town and the financing of the above-reference Project and the Treasurer be and hereby is authorized to provide that any of the bonds hereinbefore authorized may be made callable, with or without premium, prior to their stated dates of maturity. The Treasurer of the Town is hereby authorized to select the underwriter for the bonds and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

Section 5. The Treasurer be and hereby is authorized to select the underwriter for the bonds and notes and the Treasurer of the Town be and hereby is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith;

Section 6. The Treasurer be and hereby is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the bonds or notes, such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the underwriter for the bonds or notes and bond counsel for the Town, and that the distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the bonds or notes be and hereby is approved.

Section 7. The Treasurer of the Town is hereby authorized to select the registrar, paying agent, and transfer agent (the "Transfer Agent") for the bonds or notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services. That the bonds and notes hereinbefore authorized shall be transferable only on the registration books of the Town kept by the transfer agent, and said principal amount of the bonds of the same maturity (but not of other maturity) in minimum denominations of \$5,000 and any integral multiple in excess thereof (or such other minimum denomination as the Treasurer, in his discretion, may approve) upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a bond or note the Town and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new bonds or notes upon exchanges or transfer thereof to be paid by the person requesting the same.

Section 8. In lieu of physical certificates of the bonds and notes hereinbefore authorized, the Treasurer be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such bonds and notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing paragraph above regarding physical transfer of bonds, and the Treasurer be and hereby is

authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the bonds for and participate in the Depository Trust Company Book-Entry Only System.

Section 9. The Treasurer and Chairman of the Town Council from time to time shall execute such bonds as may be required to provide for exchanges or transfers of bonds and notes hereinbefore authorized, all such bonds and notes to bear the original signature of the Treasurer and Chairman of the Town Council, and in case any officer of the Town whose signature appears on any bond or note shall cease to be such officer before the delivery of said bond or note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof.

Section 10. The Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the bonds and notes authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds or notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

Section 11. The Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such bonds and notes, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c12-12 of the Securities and Exchange Commission are met.

Section 12. The Treasurer be and hereby is authorized and empowered to take all such action as may be necessary to designate such bonds and/or notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; it being the Town’s intention that the Treasurer, with advice of bond counsel, make the required Section 265(b) election with respect to such bonds and notes, but only to the extent the election may be available and advisable as determined by the Treasurer.

Section 13. Any or all of the bonds issued hereunder may be consolidated with and become a part of any other issue of notes or bonds authorized to be issued by any previous or subsequent order or ordinance of the Town Council of the Town of Brunswick.

Section 14. The Treasurer, Chairman of the Town Council, and Clerk and other proper officials of the Town be, and hereby are individually authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things as may be necessary or desirable in order to effect the completion of the Project, the issuance, sale, and delivery of the bonds and notes authorized hereby, and the acceptance of the Other Funds in accordance with the terms and provisions of this Ordinance.

Section 15. In each of the years during which any of the bonds or notes are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that

purpose, shall be sufficient to pay the interest on said bonds or notes, payable in such year, and the principal of such bonds maturing in such year.

Section 16. The term “cost” or “costs” as used herein and applied to the Project, or any portion thereof, includes all items reflected in the estimated project budget provided to the Council and included with the minutes of this meeting, and also includes: (1) the purchase price or acquisition cost of all or any portion of the Project; (2) the cost of demolition and removal, construction, building, alteration, enlargement, reconstruction, renovation, improvement, and equipping of the Project; (3) the cost of all appurtenances and other facilities either on, above, or under the ground which are used or usable in connection with the Project; (4) the cost of landscaping, site preparation and remodeling of any improvements or facilities; (5) the cost of all labor, materials, building systems, machinery and equipment; (6) the cost of land, structures, real property interests, rights, easements, and franchises acquired in connection with the Project; (7) the cost of all utility extensions and site improvements and development; (8) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Project; (9) the cost of environmental studies and assessments; (10) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three years from the issue date of the bonds, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (11) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing.

Section 17. Any investment earnings on the proceeds of the bonds and notes authorized hereunder and any other unexpended proceeds thereof be and hereby are appropriated for the following purposes:

1. To any costs of the Project in excess of the principal amount of the bonds;
4. In accordance with the applicable terms and conditions of the Town’s Arbitrage and Use of Proceeds Certificate delivered in connection with the sale of the bonds including, to the extent permitted thereunder, to interest on the bonds or notes or to the Town's General Fund;
5. To any other qualified costs approved by the Town Council and not prohibited by the Town Charter, State law or the Internal Revenue Code.

Section 18. The Treasurer and Chairman of the Town Council be and hereby are individually authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of such bonds and notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the bonds and notes will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the bonds and notes to be subject to federal income taxation.

Section 19. If any of the officers or officials of the Town who have signed or sealed the bonds or notes shall cease to be such officers or officials before the bonds or notes hereinbefore authorized so signed and sealed shall have been actually authenticated or delivered by the Town,

such bonds and notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds or notes had not ceased to be such officer or official; and also any such bonds and notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such bonds and notes, shall be the proper officers and officials of the Town, although at the nominal date of such bonds and notes any such person shall not have been such officer or official.

Section 20. If the Treasurer, Chairman of the Town Council or Clerk are for any reason unavailable to approve and execute the bonds hereinbefore authorized or any other documents necessary or convenient to the issuance, execution and delivery of the bonds, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.

Section 21. The Town Manager is authorized to accept contributions for the Project and to make applications for federal and state grant funds, said contributions and grants to be used in lieu of or in addition to bond proceeds authorized hereunder. The Town Manager is authorized to accept contribution and grants on behalf of the Town and said amounts are hereby appropriated to fund any portion of the Project. The total amount appropriated under this Ordinance shall not be greater than the amount of bond proceeds plus any contributions and grants.

Proposed to Town Council:	November 16, 2009
Public Hearing:	December 7, 2009
Adopted by Town Council:	December 7, 2009

District Properties and Values as of April 1, 2008

Town of Brunswick
Downtown Development District
April 1, 2008

MAP	LOT	SUB	TYP	ST #	ST NAME	NAME1	LAND	BLDG	Total	EX 1 VAL	EX 2 VAL	EX 3 VAL	EXEMPT	TAXABLE	LOT SIZE	
U08	103	000	000	00000	RAILROAD R/W	MAINE, STATE OF	38,400	0	38,400	0	0	0	38,400	0	0.92	
U13	001	000	000	00005	GILMAN AVE	STRANGE, MICHAEL	52,200	87,500	139,700	0	0	0	0	139,700	0.19	
U13	002	000	000	00007	GILMAN AVE	MORINS AUTO PARTS INC	25,100	128,500	153,600	0	0	0	0	153,600	0.16	
U13	003	000	000	00009	GILMAN AVE	MANGUM, PAIGE B	40,800	156,400	197,200	0	0	0	0	197,200	0	
U13	004	000	000	00011	GILMAN AVE	DRSS INC	25,200	104,100	129,300	0	0	0	0	129,300	0.17	
U13	005	000	000	00015	GILMAN AVE	TAGGART REALTY LLC	25,800	300,200	326,000	0	0	0	0	326,000	0.34	
U13	008	000	000	00022	LINCOLN ST	NEMROW, RICHARD	60,000	152,400	212,400	0	0	0	0	212,400	0.25	
U13	009	000	000	00020	LINCOLN ST	HARLAND, CHRISTINE M	20,800	104,200	125,000	7,800	0	0	7,800	117,200	0.12	
U13	010	000	000	00018	LINCOLN ST	MIDDLE STREET MALL	46,700	113,600	160,300	0	0	0	0	160,300	0.21	
U13	012	000	000	00014	LINCOLN ST	DRSS INC	56,300	253,100	309,400	0	0	0	0	309,400	0.22	
U13	013	000	000	00010	LINCOLN ST	LINCOLN (10) BRUNSWICK LLC	28,100	118,500	146,600	0	0	0	0	146,600	0.22	
U13	014	000	000	00008	LINCOLN ST	DRSS INC	28,800	195,700	224,500	0	0	0	0	224,500	0.23	
U13	015	000	000	00004	LINCOLN ST	FORTIN, RICHARD E	30,000	126,000	156,000	0	0	0	0	156,000	0.25	
U13	016	000	000	00002	LINCOLN ST	FISCO, RICHARD J & BARBARA A JT	33,800	109,800	143,600	7,800	0	0	7,800	135,800	0.11	
U13	017	000	000	00086	MAINE ST	NAEGLEY, ROBERT &	39,000	142,900	181,900	0	0	0	0	181,900	0.03	
U13	018	000	000	00080	MAINE ST	LITTLEFIELD, BLAINE A	63,000	124,200	187,200	0	0	0	0	187,200	0.06	
U13	020	000	000	00070	MAINE ST	FREEMAN ENTERPRISES LLC	132,500	249,100	381,600	0	0	0	0	381,600	0.25	
U13	021	000	000	00064	MAINE ST	BROCKMAN, FRANK N	99,100	163,200	262,300	0	0	0	0	262,300	0.13	
U13	023	000	000	00060	MAINE ST	C & S PARTNERSHIP	82,600	156,700	239,300	0	0	0	0	239,300	0.12	
U13	024	000	000	00003	LINCOLN ST	HANSS, ROBERT &	28,100	162,000	190,100	0	0	0	0	190,100	0.22	
U13	025	000	000	00007	LINCOLN ST	INDEPENDENCE ASSOCIATION INC	55,800	167,500	223,300	223,300	0	0	223,300	0	0.22	
U13	026	000	000	00011	LINCOLN ST	J/D/D, ROBERT F & CRISTLE JT	30,400	261,700	292,100	0	0	0	0	292,100	0.29	
U13	027	000	000	00013	LINCOLN ST	DUNAL, RAYMOND A & GEORGETTE	27,500	138,800	166,300	7,800	0	0	7,800	158,500	0.21	
U13	028	000	000	00013	LINCOLN ST	BABBITT, ROBERT &	27,500	117,000	144,500	0	0	0	0	144,500	0.21	
U13	029	000	000	00017	LINCOLN ST	LINCOLN ST (17)	30,400	270,500	300,900	300,900	0	0	0	300,900	0	0.29
U13	030	000	000	00019	LINCOLN ST	RAYMOND, HENRY E & PAULINE E JT	25,400	201,000	226,400	7,800	0	0	7,800	218,600	0.18	
U13	030	A	000	00029	UNION ST	PELLETIER, JEFFREY R &	23,200	87,500	110,700	0	0	0	0	110,700	0.15	
U13	031	000	000	00018	CUMBERLAND ST	TAGGART REALTY LLC	28,800	265,300	294,100	0	0	0	0	294,100	0.23	
U13	032	000	000	00016	CUMBERLAND ST	SO, MAN WUI &	19,000	77,900	96,900	0	0	0	0	96,900	0.11	
U13	032	A	000	00014	CUMBERLAND ST	COWAN, JANET	19,000	74,400	93,400	0	0	0	0	93,400	0.1	
U13	033	000	000	00012	CUMBERLAND ST	COWAN, M JANET	28,100	137,000	165,100	7,800	0	0	7,800	157,300	0.22	
U13	034	000	000	00010	CUMBERLAND ST	PUTCOM LLC	51,900	153,100	205,000	0	0	0	0	205,000	0.26	
U13	035	000	000	00008	CUMBERLAND ST	WIERSKI, MARY JANE	72,000	171,600	243,600	0	0	0	0	243,600	0.36	
U13	036	000	000	00006	CUMBERLAND ST	CDMC A LIMITED LIABILITY CO	55,800	146,600	202,400	0	0	0	0	202,400	0.3	
U13	037	000	000	00000	CUMBERLAND ST	AMS TITLE COMPANY	51,900	9,200	61,100	0	0	0	0	61,100	0.26	
U13	038	000	000	00108	MAINE ST	FLEET BANK OF MAINE-CC#79444	198,200	608,100	806,300	0	0	0	0	806,300	0.56	
U13	040	000	000	00090	MAINE ST	NEW BATHPORT LLC	173,600	940,000	1,113,600	0	0	0	0	1,113,600	0.43	
U13	043	A	000	00011	CUMBERLAND ST	BURBANK, JAMES A II & MARYBETH K JT	24,000	169,300	193,300	3,600	7,800	0	11,400	181,900	0.16	
U13	045	000	000	00015	CUMBERLAND ST	BEREAN BAPTIST CHURCH OF BRUNSWICK	77,800	738,300	816,100	816,100	0	0	816,100	0	0.42	
U13	046	000	000	00035	UNION ST	BRUNSWICK, TOWN OF	93,700	285,000	378,700	378,700	0	0	378,700	0	0.61	
U13	047	000	000	00039	UNION ST	FORTIN, CHANEL L M & RITA JT	30,600	193,200	223,800	7,800	2,400	0	10,200	213,600	0.32	
U13	048	000	000	00045	UNION ST	BARBOUR, MATTHEW R & JENNIFER I JT	21,600	141,700	163,300	0	0	0	0	163,300	0.13	
U13	049	000	000	00047	UNION ST	OSGOOD, CYNTHIA L	20,800	144,800	165,600	7,800	0	0	7,800	157,800	0.12	
U13	050	000	000	00032	PLEASANT ST	CARUSO, VIRGINIA M	78,200	101,900	180,100	0	0	0	0	180,100	0.2	
U13	051	000	000	00030	PLEASANT ST	UNITED STATES OF AMERICA	183,400	992,000	1,175,400	1,175,400	0	0	1,175,400	0	1.06	
U13	052	000	000	00022	PLEASANT ST	TERRACE-PLEASANT PLACE LLC	78,200	259,100	337,300	0	0	0	0	337,300	0.2	
U13	053	000	000	00018	PLEASANT ST	BOULAY PROPERTIES LLC	118,700	284,000	402,700	0	0	0	0	402,700	0.46	
U13	054	000	000	00016	PLEASANT ST	TREWORGY FAMILY LIMITED LIABILITY	30,900	177,700	208,600	0	0	0	0	208,600	0.35	
U13	055	000	000	00014	PLEASANT ST	MORRIS, JEFFREY S & WANDA L JT	44,400	84,600	129,000	0	0	0	0	129,000	0.08	
U13	056	000	000	00012	PLEASANT ST	TREWORGY, MARY A	63,000	175,800	238,800	0	0	0	0	238,800	0.13	
U13	057	000	000	00010	PLEASANT ST	THOMPSON, KENNETH P	17,000	54,000	71,000	0	0	0	0	71,000	0.08	
U13	058	000	000	00011	TOWN HALL PL	BOURAS, DIMITRI	24,100	141,700	165,800	0	0	0	0	165,800	0.05	
U13	058	B	000	00008	PLEASANT ST	BOURAS, DIMITRI J	37,000	70,600	107,600	0	0	0	0	107,600	0.07	
U13	059	000	000	00006	PLEASANT ST	SIATRAS BUSINESS VENTURES INC	47,300	63,800	111,100	0	0	0	0	111,100	0.09	
U13	060	000	000	00004	PLEASANT ST	DOWNTOWN DEVELOPMENT GROUP	59,900	124,000	183,900	0	0	0	0	183,900	0.12	
U13	061	000	000	00146	MAINE ST	WYLER PROPERTIES LLC	95,400	376,500	471,900	0	0	0	0	471,900	0.16	
U13	062	000	000	00134	MAINE ST	ASRAH ASSOCIATES	137,500	277,400	414,900	0	0	0	0	414,900	0.27	
U13	063	000	000	00009	TOWN HALL PL	SMITH APARTMENTS LLC	24,100	86,800	110,900	0	0	0	0	110,900	0.05	
U13	065	000	000	00000	PLEASANT ST	BRUNSWICK, TOWN OF	1,800	0	1,800	1,800	0	0	1,800	0	0.02	
U13	065	A	000	00021	TOWN HALL PL	BRUNSWICK, TOWN OF	137,300	554,300	691,600	691,600	0	0	691,600	0	1.18	
U13	065	B	000	00128	MAINE ST	COPELLMAN, SAUL J ETAL	156,600	540,600	697,200	0	0	0	0	697,200	0.35	
U13	066	000	000	00112	MAINE ST	AMS TITLE COMPANY	262,300	1,073,600	1,335,900	0	0	0	0	1,335,900	0.98	
U13	067	000	000	00152	MAINE ST	DOWNEAST ENERGY CORP	190,800	107,700	298,500	0	0	0	0	298,500	0.36	
U13	070	000	000	00009	PLEASANT ST	AUGAT, THOMAS J & JACKIE L JT	87,600	159,300	246,900	0	0	0	0	246,900	0.31	
U13	071	000	000	00011	PLEASANT ST	PLEASANT (11) STREET LLC	102,400	361,900	464,300	0	0	0	0	464,300	0.38	
U13	072	000	000	00013	PLEASANT ST	PLEASANT (13) ST LLC	87,500	118,600	206,100	0	0	0	0	206,100	0.25	
U13	073	000	000	00015	PLEASANT ST	UNITARIAN UNIVERSALIST CHURCH	72,100	206,400	278,500	278,500	0	0	278,500	0	0.17	
U13	074	000	000	00005	MIDDLE ST	UNITARIAN UNIVERSALIST CHURCH	19,900	126,200	146,100	106,600	0	0	106,600	39,500	0.04	
U13	076	000	000	00009	MIDDLE ST	OUELLETTE, BEVERLY A	18,000	63,100	81,100	0	0	0	0	81,100	0.09	
U13	077	000	000	00011	MIDDLE ST	BOOTHBY, ALBERT C JR	33,800	79,500	113,300	0	0	0	0	113,300	0.07	
U13	078	000	000	00013	MIDDLE ST	DAVIS, ANDREW H JR TRUSTEE OF THE	30,300	125,900	156,200	0	0	0	0	156,200	0.13	
U13	080	000	000	00014	EVERETT ST	OUELLETTE, BEVERLY A PR	24,000	102,800	126,800	3,600	7,800	0	11,400	115,400	0.23	
U13	081	000	000	00012	EVERETT ST	SCOTT, LAWRENCE H	18,000	113,800	131,800	0	0	0	0	131,800	0.13	
U13	082	000	000	00010	EVERETT ST	MLD REAL ESTATE LLC	42,200	85,100	127,300	0	0	0	0	127,300	0.22	
U13	083	000	000	00008	EVERETT ST	NO NE TELEPHONE OPERATIONS LLC	51,000	178,300	229,300	0	0	0	0	229,300	0.25	
U13	084	000	001	00168	MAINE ST	DUNKIN DONUTS #301360	0	175,600	175,600	0	0	0	0	175,600	0	
U13	084	000	002	00168	MAINE ST	KING, NIKE Z	126,900	0	126,900	0	0	0	0	126,900	0.23	
U13	085	000	000	00003	PLEASANT ST	GOODWIN CHEVROLET COMPANY	132,000	508,900	640,900	0	0	0	0	640,900	0.57	
U13	086	000	000	00156	MAINE ST	GOODWIN CHEVROLET CO	189,200	303,500	492,700	0	0	0	0	492,700	0.51	
U13	087	000	000	00172	MAINE ST	KEY BANK OF SOUTHERN ME	224,700	594,500	819,200	0	0	0	0	819,200	0.72	
U13	088	000	000	00007	EVERETT ST	THING, CHRISTOPHER W	54,000	114,500	168,500	0	0	0	0	168,500	0.22	
U13																

Town of Brunswick
Downtown Development District
April 1, 2008

MAP	LOT	SUB	TYP	ST #	ST NAME	NAME1	LAND	BLDG	Total	EX 1 VAL	EX 2 VAL	EX 3 VAL	EXEMPT	TAXABLE	LOT SIZE
U13	128	000	000	00010	FEDERAL ST	MILLAR, ROBERT H ETAL TRUSTEES	22,600	115,800	138,400	0	0	0	0	138,400	0.08
U13	129	000	000	00006	FEDERAL ST	LINCOLN, PETER L & HANEY, WILLIAM D	37,300	91,900	129,200	0	0	0	0	129,200	0.12
U13	130	000	000	00004	FEDERAL ST	NOCK, STANLEY SR	33,000	94,800	127,800	0	0	0	0	127,800	0.16
U13	131	000	000	00010	MASON ST	SALCH, ELAINE B	26,400	73,900	100,300	0	0	0	0	100,300	0.31
U13	132	000	000	00008	MASON ST	MASON STREET LLC	52,800	96,200	149,000	0	0	0	0	149,000	0.24
U13	134	000	000	00083	MAINE ST	NORWAY SAVINGS BANK	152,100	474,800	626,900	0	0	0	0	626,900	0.33
U13	135	000	000	00005	BANK ST	VIEK REALTY LLC	33,800	75,100	108,900	0	0	0	0	108,900	0.08
U13	136	000	000	00007	BANK ST	GLEASON, DAVID C	44,900	75,900	120,800	0	0	0	0	120,800	0.13
U13	137	000	000	00011	BANK ST	BANK STREET LLC	33,800	83,800	117,600	0	0	0	0	117,600	0.08
U13	140	000	000	00012	FEDERAL ST	ABP INC	76,800	222,400	299,200	0	0	0	0	299,200	0.41
U13	141	000	000	00016	DUNLAP ST	PURINTON, ANTHONY B & DEBBIE M	17,100	55,900	73,000	0	0	0	0	73,000	0.07
U13	142	000	000	00012	DUNLAP ST	ST PIERRE, RAYMOND & FAY &	15,800	80,700	96,500	0	0	0	0	96,500	0.06
U13	143	000	000	00087	MAINE ST	TONDREAU CORPORATION (THE)	134,900	510,400	645,300	0	0	0	0	645,300	0.26
U13	144	000	000	00101	MAINE ST	ELWELL, FREDERICK W JR &	51,700	63,300	115,000	0	0	0	0	115,000	0.06
U13	145	000	000	00105	MAINE ST	BERNIER, GERALD L & RACHEL L JT	118,500	110,500	229,000	0	0	0	0	229,000	0.2
U13	146	000	000	00111	MAINE ST	TALMAGE, IAN	29,900	94,700	124,600	0	0	0	0	124,600	0.01
U13	147	A	000	00115	MAINE ST	GNAUCK, RICHARD A	116,900	473,600	590,500	0	0	0	0	590,500	0.27
U13	147	C	000	00005	CENTER ST	BRUNSWICK, TOWN OF	48,900	0	48,900	48,900	0	0	0	48,900	0.22
U13	148	000	000	00011	CENTER ST	TABER, ALTON E III TRUSTEES OF	37,100	94,300	131,400	0	0	0	0	131,400	0.17
U13	149	000	000	00030	FEDERAL ST	BRUNSWICK, TOWN OF	46,900	784,000	830,900	830,900	0	0	0	830,900	0.43
U13	150	000	000	00028	FEDERAL ST	BRUNSWICK, TOWN OF	51,400	790,100	841,500	841,500	0	0	0	841,500	0.64
U13	151	000	000	00009	CENTER ST	TABER, ALTON E III	17,100	133,200	150,300	0	0	0	0	150,300	0.07
U13	152	000	000	00020	FEDERAL ST	RANGER, ORVILLE T	38,500	189,800	228,300	0	0	0	0	228,300	0.13
U13	154	000	000	00000	BANK ST	BRUNSWICK, TOWN OF	109,300	0	109,300	109,300	0	0	0	109,300	0.83
U13	157	000	000	00117	MAINE ST	SIATRAS REAL ESTATE MANAGEMENT LLC	121,400	459,500	580,900	0	0	0	0	580,900	0.21
U13	158	000	000	00135	MAINE ST	GARDINER SAVINGS INSTITUTION FSB	271,400	657,300	928,700	0	0	0	0	928,700	1.03
U13	158	B	000	00014	CENTER ST	GORDON, MARILYN A	17,100	63,200	80,300	7,800	0	0	7,800	72,500	0.07
U13	159	000	000	00139	MAINE ST	ANDERSON, DAVID C & MILLAR, ROBERT	130,200	190,200	320,400	0	0	0	0	320,400	0.43
U13	160	000	000	00141	MAINE ST	LEGACY PROPERTIES BRUNSWICK LLC	56,000	214,900	270,900	0	0	0	0	270,900	0.08
U13	161	000	000	00145	MAINE ST	FIELD, CHARLES E & GLENNA M JT	81,000	157,500	238,500	0	0	0	0	238,500	0.18
U13	163	000	000	00151	MAINE ST	ONE SCHOOL STREET LLC	63,500	217,900	281,400	0	0	0	0	281,400	0.03
U13	164	000	000	00149	MAINE ST	TONTINE MAINE LLC	218,400	671,300	889,700	0	0	0	0	889,700	0.84
U13	165	000	000	00011	SCHOOL ST	TONTINE MAINE LLC	25,500	96,100	121,600	0	0	0	0	121,600	0.21
U13	166	000	000	00013	SCHOOL ST	FISHER, W CLIFFORD	25,300	64,900	90,200	7,800	0	0	7,800	82,400	0.18
U13	167	000	000	00015	SCHOOL ST	JACUBOUBS, MICHAEL J & DOROTHY J JT	19,400	82,100	101,500	2,400	2,400	0	4,800	96,700	0.09
U13	168	000	000	00040	FEDERAL ST	GEOGHEGAN, WILLIAM D & SARAH P	37,500	97,900	135,400	7,800	0	0	7,800	127,600	0.22
U13	169	000	000	00038	FEDERAL ST	MOLL, RICHARD S & FAITH K JT	26,500	93,800	120,300	7,800	0	0	7,800	112,500	0.11
U13	170	000	000	00036	FEDERAL ST	ALLEN, EDWIN J JR &	40,400	187,600	228,000	7,800	0	0	7,800	220,200	0.3
U13	171	000	000	00034	FEDERAL ST	GREATER (THE) BRUNSWICK HOUSING	43,900	208,300	252,200	252,200	0	0	0	252,200	0.7
U13	172	000	000	00032	FEDERAL ST	BOULAY, ARTHUR & LORI JT	41,700	297,600	339,300	7,800	0	0	7,800	331,500	0.44
U13	172	A	000	00018	CENTER ST	BOULAY PROPERTIES 18 CENTER ST LLC	15,800	103,100	118,900	0	0	0	0	118,900	0.05
U13	173	000	000	00016	CENTER ST	DAVIS, ROCKWELL F & MARY D JT	37,200	100,700	137,900	0	0	0	0	137,900	0.15
U13	174	000	000	00012	CENTER ST	CARDALI, BRIAN T & LUCIE T JT	25,300	68,800	94,100	0	0	0	0	94,100	0.06
U13	175	000	000	00157	PARK ROW	NEMROW, RICHARD	98,900	308,700	407,600	0	0	0	0	407,600	0.31
U13	176	000	000	00153	PARK ROW	NEMROW, RICHARD	98,100	141,800	239,900	0	0	0	0	239,900	0.27
U13	177	000	000	00159	PARK ROW	PEJEPSCOT HISTORICAL SOCIETY	118,700	425,300	544,000	544,000	0	0	0	544,000	0.46
U13	178	000	000	00000	GREEN ST	BRUNSWICK, TOWN OF	57,500	0	57,500	57,500	0	0	0	57,500	0.23
U13	179	000	000	00048	FEDERAL ST	BRUNSWICK, TOWN OF	43,200	689,700	732,900	732,900	0	0	0	732,900	0.62
U13	180	000	000	00042	FEDERAL ST	GERRISH, JOSEPH R & JOAN L TRUSTEES	24,800	136,600	161,400	0	0	0	0	161,400	0.17
U13	181	000	000	00018	SCHOOL ST	GERRISH, JOSEPH R & JOAN L TRUSTEES	21,200	94,900	116,100	0	0	0	0	116,100	0.07
U13	182	000	000	00016	SCHOOL ST	DWINAL, PHILIP B	11,200	63,300	74,500	0	0	0	0	74,500	0.03
U13	183	000	000	00014	SCHOOL ST	ABELARD FOUNDATION	37,100	52,400	89,500	0	0	0	0	89,500	0.15
U13	184	000	000	00008	SCHOOL ST	MAINE STATE MUSIC THEATRE	25,300	125,300	150,600	0	0	0	0	150,600	0.18
U13	185	000	000	00207	MAINE ST	BRUNSWICK, TOWN OF	732,700	50,000	782,700	782,700	0	0	0	782,700	0.262
U13	186	000	000	00163	PARK ROW	HOUDE, NORMAND R	114,600	144,800	259,400	0	0	0	0	259,400	0.43
U13	187	000	000	00165	PARK ROW	MCFARLAND, SWAN & COSTON HOLDINGS	119,600	428,500	548,100	0	0	0	0	548,100	0.73
U13	188	000	000	00167	PARK ROW	A & M KELLEY LLC	97,000	256,100	353,100	0	0	0	0	353,100	0.38
U13	189	000	000	00169	PARK ROW	R E MANAGEMENT INC	79,100	136,800	215,900	0	0	0	0	215,900	0.32
U13	190	000	001	00173	PARK ROW UNIT 1	SCHNAKE, GEORGE H	45,000	53,700	98,700	0	0	0	0	98,700	0.0
U13	190	000	002	00173	PARK ROW UNIT 2	AUDET, JEFFREY & ILZE APINE-AUDET	45,000	50,500	95,500	0	0	0	0	95,500	0.0
U13	190	000	003	00173	PARK ROW UNIT 3	SCHNAKE, GEORGE H	45,000	55,800	100,800	0	0	0	0	100,800	0.0
U13	190	000	004	00173	PARK ROW UNIT 4	SCHNAKE, GEORGE H	45,000	24,400	69,400	0	0	0	0	69,400	0.0
U13	190	000	005	00173	PARK ROW UNIT 5	FAMILY CRISIS SERVICES	45,000	32,300	77,300	77,300	0	0	0	77,300	0.0
U13	190	000	006	00171	PARK ROW UNIT 6	PARK ROW LLC	45,000	54,700	99,700	0	0	0	0	99,700	0.0
U13	190	000	007	00171	PARK ROW UNIT 7	HAMMOND, COREY R	45,000	37,700	82,700	7,800	3,600	0	11,400	71,300	0.0
U13	190	000	008	00171	PARK ROW UNIT 8	SCHNAKE, GEORGE H	45,000	27,300	72,300	0	0	0	0	72,300	0.0
U13	192	000	001	00179	PARK ROW	BRUNSWICK BPOE	122,600	235,900	358,500	0	0	0	0	358,500	1.06
U13	192	000	002	00000	MAINE ST	BRUNSWICK BPOE	0	235,900	235,900	235,900	0	0	0	235,900	0.0
U13	193	000	000	00064	FEDERAL ST	ADAMS, MICHAEL B & MEGAN W JT	134,100	172,600	306,700	7,800	0	0	7,800	298,900	0.44
U13	194	000	000	00062	FEDERAL ST	TREWORGY, MARY A	87,100	119,400	206,500	7,800	0	0	7,800	198,700	0.19
U13	195	000	000	00060	FEDERAL ST	MILLER, RICHARD H TRUSTEE	107,700	127,800	235,500	7,800	3,600	0	11,400	224,100	0.29
U13	196	000	000	00058	FEDERAL ST	BAUMGART, THOMAS W &	93,800	104,300	198,100	7,800	0	0	7,800	190,300	0.22
U13	197	000	000	00056	FEDERAL ST	BRADLEY, EDWARD L & JO P JT	40,700	279,300	320,000	0	0	0	0	320,000	0.33
U13	197	A	000	00054	FEDERAL ST	FISHER, IRVING D TRUSTEE OF THE	39,200	102,800	142,000	3,600	7,800	0	11,400	130,600	0.24
U13	199	000	000	00052	FEDERAL ST	PRIMARY PROPERTIES LLC	40,400	162,000	202,400	0	0	0	0	202,400	0.3
U13	200	000	000	00008	GREEN ST	EIGHT GREEN STREET LLC	25,500	170,200	195,700	0	0	0	0	195,700	0.21
U13	201	000	000	00006	GREEN ST	FACTOR, JESSICA B 1/2 INT ETAL	20,400	89,100	109,500	7,800	0	0	7,800	101,700	0.11
U13	202	000	000	00004	GREEN ST	BAILEY, THOMAS E & ELIZABETH C JT	20,400	62,600	83,000	7,800	0	0	7,800	75,200	0.1
U13	204	000	000	00000	FITCH PLACE	MAINE, STATE OF	18,000	0	18,000	18,000	0	0	0	18,000	0.25
U14	107	000	000	00012	GILMAN AVE	TAGGART REALTY LLC	26,100	209,200	235,300	0	0	0	0	235,300	0.27
U14	109	000	000	00008	GILMAN AVE	MOSHIR PROPERTIES LLC	25,400	129,700	155,100	0	0	0	0	155,100	

Town of Brunswick
Downtown Development District
April 1, 2008

MAP	LOT	SUB	TYP	ST #	ST NAME	NAME1	LAND	BLDG	Total	EX 1 VAL	EX 2 VAL	EX 3 VAL	EXEMPT	TAXABLE	LOT SIZE
U16	004	000	002	00198	MAINE ST	VARNEY CEMETARY ASSOCIATION 1/2 INT	75,600	0	75,600	0	0	0	0	75,600	0.63
U16	007	000	000	00035	ELM ST	COTTLES SHOP N SAVE INC	915,800	2,738,500	3,654,300	0	0	0	0	3,654,300	5.15
U16	008	000	000	00208	MAINE ST	DMC REALTY LLC	137,000	410,500	547,500	0	0	0	0	547,500	0.37
U16	009	000	000	00000	RAILROAD R/W	MAINE, STATE OF	74,900	0	74,900	74,900	0	0	74,900	0	1.23
U16	010	000	001	00000	RAILROAD R/W	MAINE, STATE OF	96,300	0	96,300	96,300	0	0	96,300	0	5.8
U16	010	000	002	00025	CEDAR ST	DOWNEAST ENERGY CORP	0	24,000	24,000	0	0	0	0	24,000	0
U16	015	000	000	00016	NOBLE ST	FARR, CLIFFORD E & PAULINE M JT	21,200	107,100	128,300	0	0	0	0	128,300	0.18
U16	016	000	000	00014	NOBLE ST	LOWELL, JESSE L	12,200	55,700	67,900	0	0	0	0	67,900	0.05
U16	017	A	000	00010	NOBLE ST	FIORI, PETER H SR	11,200	43,700	54,900	0	0	0	0	54,900	0.05
U16	017	B	000	00012	NOBLE ST	FIORI, MICHAEL J & LARRY A T/C	16,600	54,700	71,300	0	0	0	0	71,300	0.11
U16	018	000	000	00010	NOBLE ST	GREENHUT, MARJI	20,000	141,000	161,000	7,800	0	0	7,800	153,200	0.16
U16	019	000	000	00008	NOBLE ST	NOBLE STREET LLC	25,800	66,400	92,200	0	0	0	0	92,200	0.34
U16	021	000	000	00006	NOBLE ST	BRUNSWICK, TOWN OF	128,500	288,800	417,300	417,300	0	0	417,300	0	0.53
U16	022	000	000	00212	MAINE ST	TOWLE, RICHARD H & NANCY M T/C	98,900	300,300	399,200	0	0	0	0	399,200	0.32
U16	081	000	000	00004	WEYMOUTH ST	SAROFEEEN, DENNIS M	24,700	96,400	121,100	0	0	0	0	121,100	0.17
U16	082	000	000	00002	WEYMOUTH ST	TRUMAN, MARK	18,000	107,700	125,700	0	0	0	0	125,700	0.09
U16	083	000	000	00090	UNION ST	LAJEUNESSE, L ROGER	22,400	157,400	179,800	0	0	0	0	179,800	0.14
U16	084	000	000	00088	UNION ST	BROOKS FEED & FARM SUPPLY INC	76,300	117,300	193,600	0	0	0	0	193,600	1.34
U16	085	000	000	00086	UNION ST	F P B REALTY INC	181,500	11,800	193,300	0	0	0	0	193,300	4.45
U16	088	000	000	00010	WEYMOUTH ST	DEAFON LLC	60,800	110,700	171,500	0	0	0	0	171,500	1.13
U16	089	000	000	00086	UNION ST	BROOKS FEED & FARM SUPPLY INC	57,900	388,400	446,300	0	0	0	0	446,300	1.09
U16	094	000	000	00085	UNION ST	BOWDOIN COLLEGE	220,200	3,525,000	3,745,200	3,745,200	0	0	3,745,200	0	2.07
U16	100	000	000	00210	MAINE ST	MIDCOAST FEDERAL CREDIT UNION	64,700	341,000	405,700	0	0	0	0	405,700	0.06
							35,137,800	57,791,600	92,929,400	21,807,900	39,000	0	21,846,900	71,082,500	89.97

Joint Development Agreement

SITE REMEDIATION AND JOINT DEVELOPMENT AGREEMENT

This Site Remediation and Joint Development Agreement (the "Agreement"), dated January 31, 2007, is executed between JHR Development of Maine, LLC, a Delaware limited liability company, having an address at 5 Corn Point Road, Marblehead, MA 01945 ("JHR") and the Town of Brunswick, Maine, a Maine Municipal Corporation and body politic with offices at 28 Federal Street, Brunswick Maine (the "Town").

Recitals

Whereas the Town owns certain parcels of land in Brunswick, Maine commonly known together as the Maine Street Station Property; and

Whereas the Town, working with community of Brunswick, developed the Brunswick Maine Street Station Redevelopment Analysis and Master Plan dated January 2006 (the "Master Plan") with the purpose of creating a vibrant, multi-use addition to downtown Brunswick on the Property and adjacent parcels of land (the "Project"), and

Whereas the Property is the last significant parcel in the heart of downtown Brunswick, and a multi-faceted community process has resulted in the creation of the Master Plan providing a vision for the redevelopment of the Property; and

Whereas one of the goals of the Project is to ultimately create up to 250 new jobs and up to \$32 million dollars in total taxable value upon completion of all stages of the Project; and

Whereas, a primary objective of the Project is the remediation of hazardous materials (primarily coal ash) that presently exist on the Property and has been a limiting factor in the development of the Property; and

Now, therefore, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article I General Terms

1.1 Definitions. For the purposes of this Agreement and all Exhibits attached hereto, all defined terms shall have the meaning given in **Attachment A** attached hereto and are incorporated herein by reference.

1.2 Purpose. This Agreement sets forth the major terms and conditions under which the Parties intend to pursue the development of the Project. The Project is in the process of design and planning. The Parties recognize that, as the Project progresses,

further definitions and agreements, expanding on the terms of this Agreement, may be warranted and/or necessitated. The Parties hereto have sought to provide a sufficient degree of definition to facilitate the initiation of the Project, develop a Project timeline, provide broad plan scope, and make certain commitments that are necessary for the successful realization of the Project. Further documents and agreements, to be executed may include, among others:

- A. Conveyancing document(s) transferring ownership of the Property from the Town to JHR, or its assignee(s), and creating easements and other rights necessary to provide infrastructure for the Project and potential future developments; and;
- B. Detailed site remediation, project staging, and utilities and infrastructure plans generally consistent with the Site Infrastructure Plan attached hereto as **Attachment B**.

1.3 Description of the Project and Flexibility. The Project consists of the planning, land acquisition and disposition, permitting, financing, site remediation, and construction of improvements to the Property in accordance herewith. As the Parties progress through each stage of the Project in accordance with Section 1.4 below, the Parties will give due consideration to site conditions, financial feasibility, and other commercially reasonable development considerations in developing final Project Improvements. The Parties expressly acknowledge the need of providing reasonable flexibility to JHR to enable JHR to respond to changing market conditions, and intend that the scope of the Project be interpreted and adjusted by JHR in a manner that will promote, and not hinder, a commercially reasonable and economically viable redevelopment of the Property.

Without limitation on the generality of the foregoing, as of the date of this Agreement, the Project and its various elements are envisioned as is generally shown on the Site Infrastructure and Building Schematic Plans appended hereto as Attachments A and B. In the course of modifying and refining those plans throughout the development process, JHR will seek to incorporate a mixture of residential, retail, office, hospitality and service uses, open spaces and amenities, intended to foster the creation of an economically vibrant, village style, mixed use destination, all in accordance with the principles enumerated in Section 2.1 of this Agreement.

1.4 Stages of the Project. The Project shall proceed in stages as detailed on the Site Infrastructure Plan on **Attachment B** and on the Building Schematic Plan attached hereto as **Attachment C**, and according to the proposed schedule of Project Milestones attached hereto as **Attachment D**. Upon the completion of the due diligence by JHR and remediation by the Town required for each stage, the Town shall convey to JHR (or a nominee designated by JHR) good and marketable fee simple title to the parcel(s) of real property that the stage under development encompasses, subject to easements and restrictions in existence on the date of this Agreement, if any, within ten (10) days of the written request of JHR. Following the conveyance of said parcel(s) the Town shall complete the necessary infrastructure improvements and JHR shall undertake the Project Improvements as soon as practicable following the conveyance. Concurrent with the due diligence process for each stage, the Parties shall develop and agree to

design standards and principles that will apply to the particular stage under development.

1.5 Milestones. The Parties intend to accomplish the goals set forth in the list of Project Milestones attached hereto as **Attachment D** in the time frame contemplated in such attachment, subject to reasonable adjustment as circumstances may necessitate. It is expressly recognized that the dates set forth on **Attachment D** are on a tentative *pro forma* basis and are subject to modification.

1.6 Exclusive Development. The Parties shall work exclusively with each other, in good faith, to develop the Project. This Agreement shall not extend to any other activities, transactions or relationships other than with respect to the Project Improvements and the transactions contemplated by this Agreement. Nothing in this Agreement shall preclude or restrict any Party from conducting its business as it determines in its sole and absolute discretion other than in connection with the Project Improvements, and neither Party shall have any rights or obligations in and to any Party's independent ventures or the income or profits derived therefrom.

1.7 Personnel and Resources. Each Party shall make available, at all reasonable times and locations, the personnel and resources reasonably necessary to complete such Party's responsibilities with respect to the development of the Project Improvements.

1.8 Due Diligence. During each time period beginning on the date specified for each stage for the commencement of "Due Diligence" on **Attachment D**, as such dates may be adjusted by agreement of the Parties, and ending upon the actual completion of the remediation by the Town of the parcel(s) encompassing the corresponding stage, JHR, itself or through its authorized agents, shall have the right, subject to the terms of this Agreement to make physical inspections of the Property, (including, but not limited to, surveys, geotechnical, seismic, environmental, hydrological, archeological and engineering studies, all as deemed reasonably necessary or appropriate by JHR in JHR's sole and reasonable judgment), and to make other investigations into the feasibility of each stage of the Project, including but not limited to marketability, financing arrangements, and land acquisition matters (collectively, the "Stage Due Diligence"). The Town shall cooperate with JHR in such Stage Due Diligence as reasonably required by JHR. JHR shall, in addition, apply for such permits as it deems necessary to commence construction of each such stage of the Project.

1.9 Right of Termination. In the event that JHR, in its sole and absolute discretion, finds the Stage Due Diligence unsatisfactory for any stage, JHR shall have the unconditional right to elect to terminate this Agreement without penalty at any time prior to the Closing by written notice to the Town ("Termination Notice"), at which time this Agreement shall terminate with respect to all stages for which the underlying parcels have yet to be conveyed by the Town to JHR thirty (30) days following delivery of such Termination Notice and (i) neither party shall have any further rights or obligations hereunder (except for any obligations of either party expressly stated to survive the

termination of this Agreement, including, without limitation, any indemnity or confidentiality obligations of the parties), and (iii) each party shall bear its own costs incurred hereunder.

1.10 Changes in Circumstances. The parties acknowledge that during the course of the development of the Project circumstances affecting the Project may change. Such changes may include changing real estate market conditions, new information relating to the physical condition of the property and other considerations affecting the development of the Project. The parties expressly agree to use good faith efforts to address such changed circumstances in an appropriate manner consistent with the general objectives set forth in this Agreement.

1.11 Abandonment and Re-Conveyance. Should JHR abandon the Project, or any portion thereof, without having made Project Improvements thereon, but having been conveyed title pursuant to Section 1.4, JHR will convey title to the abandoned portion back to the Town free of liens and encumbrances and will assign to the Town all unused plans and approvals. The obligations of JHR under this Section 1.11 shall survive Closing. For the purposes of this Section 1.11, JHR shall be deemed to have abandoned the Project or portion thereof if, and only if, JHR has ceased all development, planning, permitting, construction, leasing and marketing activity with respect to the Project for a period of thirty-six (36) consecutive months.

1.12 Additional Legal Terms. For the purposes of this Agreement, all Attachments hereto and future agreements related to the Project, the additional legal terms specified on **Attachment E** shall have the meaning given in said attachment and are incorporated herein by reference and made a part of this Agreement.

Article II Responsibilities of the Parties

JHR and the Town have agreed to implement the vision and objectives embodied in the Master Plan by agreeing to complete the responsibilities of each party enumerated in this Article II. The parties acknowledge that this is a joint public and private enterprise in which the parties will work closely together to further the completion of the Project. That being said, the following responsibilities exist between the parties:

2.1 Obligations of JHR.

- A. Endeavor to acquire additional lots it may deem advantageous to the Project.
- B. Build a mixed-use project including, to the extent market conditions justify, an inn, retail, office, housing and train platform (for possible use as future train station), and parking areas, similar in scope to the Building Schematic Plan attached hereto as **Attachment C**, with appropriate modifications as may be necessary or appropriate as components of the Project proceed through due diligence, feasibility, financing and development stages.

- C. To the extent economically practicable and commercially reasonable, JHR intends to incorporate elements of the Leadership in Energy and Environmental Design (LEED) principles as may be appropriate for the construction of the Project. The LEED Green Building Rating System is sponsored by the U.S. Green Building Council (<http://www.usgbc.org>) and provides a measure of the sustainable design measures incorporated into the final building designs. Although the Project is still in the preliminary design stage, JHR intends to evaluate, as a general guideline, potential sustainable design measures using the LEED Green Building Rating System, specifically the LEED for New Construction Rating System (LEED-NC).
- D. Conduct appropriate traffic planning and obtain, in conjunction with the Town, necessary Maine Department of Transportation approvals.
- E. Upon completion of the Project Improvements, transfer appropriate easements, rights-of-way and/or public areas to the Town and/or community, as applicable.
- F. Work with the Town to establish a relationship with Maine Eastern Railroad and/or Amtrak to further the development of the proposed train station.
- G. Create a hazardous waste remediation and site restoration plan (the "Remediation and Restoration Plan") the object of which will be to obtain VWRAP approval from the Maine Department of Environmental Protection, in accordance with applicable laws and regulations, for implementation and completion by the Town.
- H. Obtain adequate financing to complete the Project Improvements that are the responsibility of JHR under this Agreement.
- I. Adhere, where commercially reasonable to do so, to the buy locally/locally owned business philosophy adopted by the downtown Brunswick business community.

2.2 Obligations of the Town.

- A. Complete environmental remediation of the Property by removing, according to the Remediation and Restoration Plan, environmentally hazardous materials (primarily coal ash) from the site (at a cost to be borne by the Town currently estimated at \$1.0 to \$1.2 million), and restore the site with clean soils all in accordance with the Remediation and Restoration Plan, build the road and utility infrastructure as detailed on the Site Infrastructure Plan attached hereto as **Attachment B**, and complete construction of greenspace and "pocket parks" incorporated into the Project.
- B. Identify lead staff and provide resources to insure that that staff person can assist JHR.
- C. Assist JHR in obtaining approval of a TIF Agreement with respect to the Project Site from the Town Council, if deemed necessary by JHR, if applied for and need demonstrated according to commercially reasonable standards.
- D. Obtain approval for the conveyance of the Property to JHR as part of this project, and deliver good and marketable fee simple title to the Property to

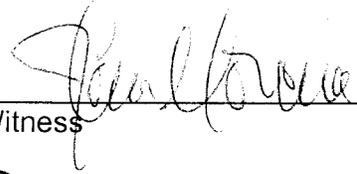
JHR. It is anticipated that the project will be staged so that the Town may be required to convey the various stages to JHR in such order and at such times as JHR, in its sole discretion, determines. In each case the consideration for the conveyance shall be \$1.00.

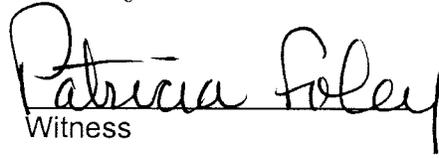
- E. Coordinate with state and local legislative delegations to obtain regulatory, financial, and in-kind assistance in project development, where necessary.
- F. Negotiation of an agreement with Maine DOT for railroad property and complete traffic analysis and DOT approvals for road improvements around the First Parish Church; incorporate into Project planning.
- G. The Town shall pursue, at a minimum, the following grants:
 - o \$500,000 CDBG—for infrastructure
 - o \$1,000,000 EPA—grant/loan, for remediation (in process)
 - o \$600,000 EPA—Pocket park cleanups and construction (received)
 - o \$750,000 EDA—infrastructure to serve offices, service business only (in process)
 - o \$1,000,000 FHA—parking garage assistance for multi-modal facilities
 - o \$150,000 for loading area
 - o Other grants of funds as appropriate
- H. Coordinate with JHR and assure that all zoning issues are addressed. Without limiting the generality of the foregoing, the Town shall adopt the requisite zoning changes for the purpose of authorizing the development and construction of the Project as contemplated without the need for further zoning relief.
- I. Coordinate with JHR to obtain all permits necessary from all authorities to accomplish the conveyance of good and marketable title to each of the stages by the Town to JHR, and the re-conveyance of streets and other rights-of-way back to the Town.
- J. Assist in the permit process, particularly on a state level, to insure timely approvals and construction starts.
- K. Coordinate with appropriate town agencies to insure conceptual buy-in, timely construction starts, and final management responsibilities.

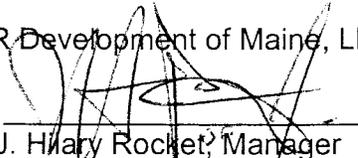
Attachments A, B, C, D and E attached hereto are hereby incorporated by reference and made a part hereof.

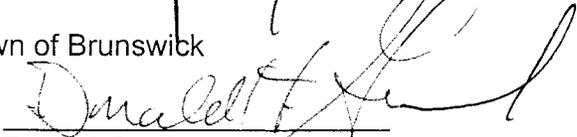
Signatures on following page

In Witness whereof, the parties have caused this agreement to be executed, by their duly authorized officers as of the day and year first above written.


Witness


Witness

JHR Development of Maine, LLC
By: 
J. Hilary Rockett, Manager

Town of Brunswick
By: 
Donald Gerrish, Town Manager

ATTACHMENT A

Definitions

The following terms, when used in the Agreement attached hereto, shall have the meanings set forth below. The meanings are applicable both to the singular and the plural and to the masculine and the feminine forms.

“Affiliate” shall mean, with respect to any Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, owned or controlled by such Party, or (ii) is under common ownership or control with such Party. For purposes of this definition, control shall mean the power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

“Closing” shall mean the execution and delivery of documents reasonably necessary or desirable to transfer title to the real estate comprising each stage of the Project, and such binding agreements on terms satisfactory to the Parties to finance and construct each stage of Project. The date on which such transfer of title to any stage of the Project shall be a “Closing Date.”

“Construction Contract” shall mean the contract or contracts to be entered into between JHR and a qualified contractor or contractors to provide engineering, procurement, construction or refurbishment work for the Project.

“JHR” shall have the meaning set forth in the Recitals section of this Agreement.

“JHR Loan” shall mean any and all loans made to JHR to finance any portion of the costs of the Project.

“Master Plan” means the Brunswick Maine Street Station Redevelopment Analysis and Master Plan, dated January, 2006.

“Permits” shall mean all governmental permits required for the construction, start-up, ownership and operation of the Project as contemplated by this Agreement, including all local, state and federal permits, licenses, certificates of necessity and convenience, registrations, approvals, orders or other actions deemed necessary by JHR and Lessee to construct and operate the facility

“Parties” means the Town of Brunswick, JHR Development, LLC, and any third party lender or third party grantor.

“Project” shall mean (a) the Project Buildings, (b) the Project Site (c) the project infrastructure, all materials, supplies and equipment relating to any of the foregoing and the Permits. The Project as currently conceived is outlined on the Site Infrastructure

Plan attached as **Attachment B** and the Building Schematic Plan attached as **Attachment C**.

“Project Building(s)” shall mean buildings laid out presently in the Site Plan and subject to changes made during the course of final design.

“Project Costs” shall mean all costs involved in the design and construction of the Project, including engineering, construction loans, materials, labor, legal assistance, and any other action or service necessary for the development of the site and construction of the Project Buildings.

“Project Site” or “Property”, which terms are synonymous for the purpose of this Agreement, shall mean and refer to the Maine Street Station development property, consisting of the Town owned property shown on Assessor’s Map U-16, as Lots 1 and 21, and adjacent parcels within the rectangle generally defined by Maine Street, Union Street, Noble Street and the railroad right of way (Assessor’s Map U-16, Lot 9), as the Town or JHR acquires or otherwise gains control thereof in furtherance of the purposes of this Agreement. In addition, the Project Site and Property shall be deemed to include parcels across Union Street or Noble Street that are acquired by or come under the control of JHR for the purpose of providing parking, infrastructure, access or other uses in support of or connected with the Project.

“Project Improvements” shall mean (a) the Project and (b) the Project Site improvements as shown on the Site Plan, including sidewalks, buildings, parking areas, landscaping, site work, and drainage and utilities.

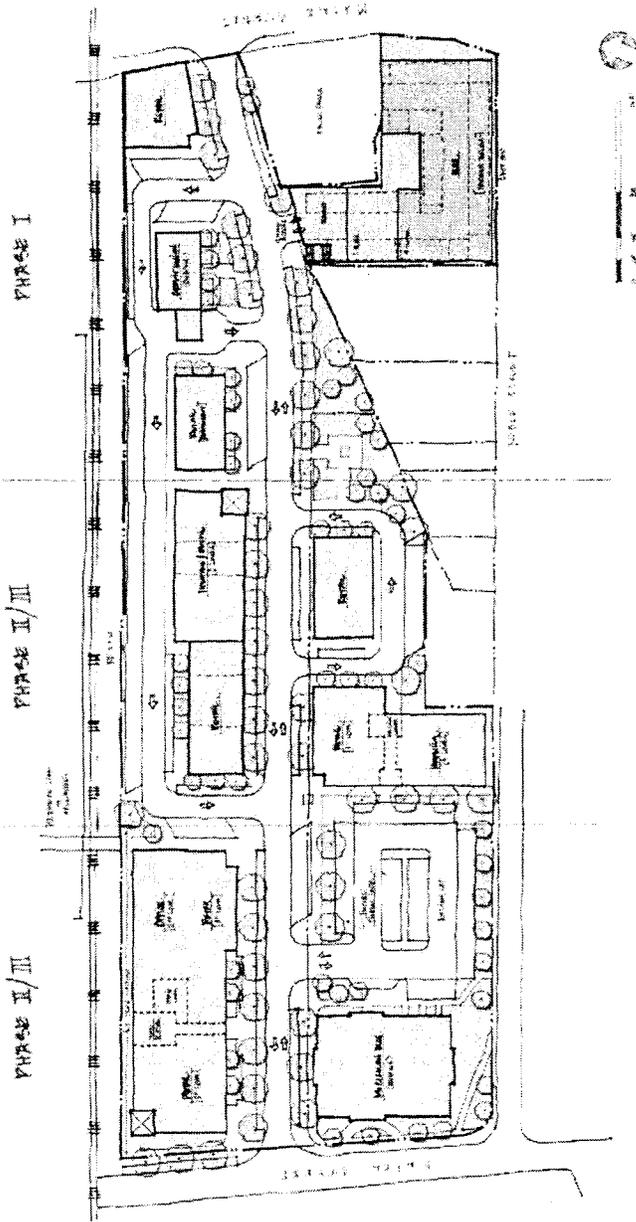
“Site Infrastructure Plan” shall mean the Plan attached hereto as **Attachment B**.

“Stage Due Diligence” shall mean the determination by JHR of the feasibility of each stage of the Project, including but not limited to marketability, financing arrangements, and land acquisition matters.

“TIF” shall mean Tax Increment Financing.

“Town” shall have the meaning set forth in the Recitals section of this Agreement.

ATTACHMENT C Building Schematic Plan



JHR DEVELOPMENT OF MAINE, LLC
1000 BROADWAY, SUITE 200
PORTLAND, ME 04101

CONCEPT PLAN
REVISED: 02/20/2013

Maine Street Station
REVISION: 03/20/13

ARROW STREET
1000 BROADWAY, SUITE 200
PORTLAND, ME 04101

ATTACHMENT D

Project Milestones

Milestone (Responsibility)	Target Date of Completion		
	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>
Environmental Remediation 1. DEP Site Location and Development Permit (Developer) 2. VRAP Remediation Plan (Developer) 3. Remediation (Town) 3. MEDEP VRAP Completion Letter Received (Town)	Start Jan. 07, Pre-app Meeting Jan. 07, Submission April 07, Approval Oct. 07 Start Jan. 07, Complete Mar. 07, Approval May. 07 Start June 07, Complete Aug. 07 September 2007		
MDOT Traffic movement permit (Developer)	Start Jan. 2007, Submit April 2007, Approval August 2007		
Project Financing—Public (Grants, TIFS, etc.) (Town)	CDBG Grant Award, March 07 EPA Brownfield RLF Grant Award, May 07 Other: Tax Increment Financing		
Project Financing—Private (Developer)	2007	2007+	2007+
Zoning Research and Consultations (Joint)	Dec. 2006-Jan. 2007		
Zoning Amendment—Maine Street Station Amendment to TC1 District (Town)	Feb. 2007	Feb. 2007	Feb. 2007
Brunswick Planning Board Approval (Developer)	April 2007	2007	2007+
Infrastructure Backbone Construction (Road and Utilities)—Public (Town)	Start August. 2007, Dec. 2007 Completion		
Land Acquisition (Joint)	Sept. 2007		
Begin Project Construction (Developer)	Sept. 2007	2008	2008+
Substantial completion of Project Improvements (Developer)	Oct. 2008	2009	2009+

ATTACHMENT E

Legal Terms

The following terms and provisions are made a part of the Agreement attached hereto.

1. Access to Information. Each Party shall provide to the other Party upon reasonable request full and complete access to data, documents, and any other information pertinent to the Project Improvements in order to permit each Party to perform an adequate due diligence review of matters related to the Project prior to the Closing.

2. Confidentiality. Neither Party, nor any Affiliate, agent or advisor shall (a) reveal to any third party any information concerning the Project, the Project Improvements, Project tenants, the other Party, its Affiliates or this agreement; or (b) use any such information in any manner which may directly or indirectly injure the Project Improvements, the other Party, or its Affiliates, except that the information may be disclosed by such Party if required by law or to any lender or prospective lender or other entities necessary to develop or finance the Project Improvements. This restriction shall cease to be binding in respect to information which (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its representatives, (ii) was or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its representatives, provided that, to the receiving Party's knowledge and after due inquiry, such source is not prohibited from disclosing such information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party or its representatives, or (iii) is independently developed by the receiving Party without violating its obligations hereunder. In the event that this agreement terminates without the Closing occurring, then all such data, plans, proposals, and other materials furnished hereunder shall be returned to the Party from whom received, with an appropriate assurance that all copies thereof have been destroyed except for those materials that were presented to JHR, Town Council or other governing body of the parties. The obligations established pursuant to this section shall survive any termination of this agreement and the withdrawal of a Party for a period of three (3) years.

3. Indemnification. JHR shall defend, indemnify and hold harmless the Town, its agents, officers, elected and appointed officials, and employees from and against all claims, damages, losses and expenses arising out of the negligent acts or omissions of JHR, or of JHR's agents or employees for whose negligent acts or omissions JHR may be legally liable, in connection with the subject matter of this Agreement. JHR's duty to hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts or omissions by JHR or by any agent or employee of JHR for whose negligent acts or omissions JHR

may be legally liable, provided that JHR will not be liable to the Town for any indirect, incidental, consequential, special, punitive or exemplary damages.

JHR shall name the Town as an additional insured on JHR's insurance contracts with coverage for personal injury liability and/or property damage liability with the limits of \$1,000,000 per occurrence which may rise from JHR's negligent action or inaction. Further, this obligation to indemnify shall be limited by JHR's coverage and monetary limits under its insurance contracts.

The Town shall indemnify and hold harmless JHR, its officers, agents and employees from all claims, damages, losses, suits or liabilities resulting from the negligence of the Town, its officers, agents and employees.

This obligation to indemnify shall not waive any defense, immunity or limitation of liability, which may be available to the Town, its officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of 14 M.R.S.A. Section 8101 et seq. or any other privileges or immunities as may be provided by law. Further, this obligation to indemnify shall be limited by the Town's coverage and monetary limits under its insurance contracts.

The Town shall name JHR as an additional insured on the Town's insurance contract with coverage for personal liability and/or property damage liability with the limits of \$400,000 per occurrence for actions under the provisions of the Maine Tort Claims Act pursuant to the provision of 14 M.R.S.A. Section 8101 et seq. and \$1,000,000 per occurrence for actions outside the Maine Tort Claims Act for claims covered by the Town's insurance contract, which may arise from the Town's negligent action or inaction. This coverage shall be limited to instances where the Town is performing Town operations on the property of JHR pursuant to this Agreement.

4. Limitation. **EXCEPT FOR EACH PARTY'S OBLIGATIONS PURSUANT TO THE INDEMNIFICATION PROVISIONS SET FORTH IN THE PRECEDING SECTION 3 HEREOF TO REIMBURSE THE OTHER PARTY FOR CLAIMS FOR DAMAGES, LOSSES AND EXPENSES ARISING OUT OF NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5. Representations and Warranties. Each Party represents and warrants that (a) it is an entity or municipality, as the case may be, duly organized, validly existing and in good standing under the laws of the State of Maine (b) it has the necessary power and authority to enter into and perform its obligations under this Agreement: (c) it has duly authorized the person (s) signing this Agreement to execute this Agreement on its

behalf; (d) upon execution, this Agreement will be a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (e) the execution and delivery of this Agreement and its performance by such Party will not violate, result in a breach of or conflict with any law, rule, regulation, order or decree applicable to such Party, its organizational documents or the terms of any other agreement binding on such Party, except that to the extent that any obligations of the Town, JHR, or Lessee hereunder require approvals by municipal zoning officials or bodies, including without limitation, the Planning Board and Zoning Board of Appeals, or require approvals of State agencies, such obligations are contingent upon obtaining the necessary approvals.

6. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Maine, without regard to the conflicts of law principles thereof.

7. Relationship of Parties. The Parties understand and agree that no Party is an agent, employee, contractor, vendor, representative or partner of any other Party, that (except as expressly set forth in writing) no Party shall owe a fiduciary duty to any other Party, that no Party shall hold itself out as such to third parties and that no Party is capable of binding any other Party to any obligation or liability without the prior written consent of the other Party. Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, shall create or constitute a partnership, joint venture or any other form of business organization or arrangement between or among the Parties.

8. Remedies. In the event of any breach or threatened breach of this Agreement by any Party hereto, the other Party shall be entitled to equitable relief through an injunction in addition to any other rights and remedies available to it.

9. Interpretation. This Agreement, together with the Attachments hereto and incorporated herein by reference constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

10. Amendments. This Agreement may not be amended or modified except by written agreement executed by each of the Parties hereto.

11. Arbitration and Mediation. Except for claims for equitable relief, including claims for specific performance, all disputes arising in connection with or under this Agreement shall be first settled through mediation, and if not, finally settled by arbitration, using the American Arbitration Association Rules then in effect (the "Rules") by arbitrators appointed in accordance with the Rules for Alternative Dispute Resolution. The proceedings shall be held in Brunswick, Maine.

12. Affiliates. JHR may form or employ Affiliates for purposes of participating in the Project. It is expressly recognized that JHR contemplates the use of a special purpose entity, qualified to do business in Maine, to develop the Project.

13. Assignment. Subject to the provisions of this Section 13, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. JHR may not assign its rights under this Agreement without first obtaining the Town's written approval, which approval will not be unreasonably delayed, withheld or conditioned except that JHR may assign its rights under this Agreement without the Town's written approval to an entity controlled by, under common control with, or controlling JHR; provided, however, that in all cases, JHR's assignee must agree to assume all of the obligations under this Agreement.

Credit Enhancement Agreement

CREDIT ENHANCEMENT AGREEMENT

between

TOWN OF BRUNSWICK, MAINE

and

JHR DEVELOPMENT OF MAINE, LLC

AND

MAINE & NOBLE, LLC

Dated as of March 1, 2010

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1. <u>Definitions</u>	1
Section 1.2. <u>Interpretation and Construction</u>	3
ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS..4	
Section 2.1. <u>Creation of Development Program Fund and JHR TIF Account</u>	4
Section 2.2. <u>Deposits into JHR TIF Account</u>	4
Section 2.3. <u>Use of Monies in JHR TIF Account</u>	4
Section 2.2. <u>Liens</u>	5
ARTICLE III PAYMENT OBLIGATIONS	5
Section 3.1. <u>Captured Assessed Value; Tax Increment Revenues - JHR Share</u>	5
Section 3.2. <u>Credit Enhancement Payments</u>	5
Section 3.3. <u>Tax Payments; Tax Abatements</u>	5
Section 3.4. <u>Failure to Make Payment</u>	6
Section 3.5. <u>Manner of Payments</u>	6
Section 3.6. <u>Limited Obligation</u>	6
ARTICLE IV PLEDGE AND SECURITY INTEREST	7
Section 4.1. <u>Pledge of JHR TIF Account</u>	7
Section 4.2. <u>Perfection of Interest</u>	7
Section 4.3. <u>Further Instruments</u>	7
ARTICLE V DEFAULTS AND REMEDIES	7
Section 5.1. <u>Events of Default</u>	7
Section 5.2. <u>Remedies on Default</u>	8
ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION	8
Section 6.1. <u>Effective Date and Term</u>	8
Section 6.2. <u>Cancellation and Expiration of Term</u>	8
ARTICLE VII ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST	8
Section 7.1. <u>Consent to Pledge, Collateral Assignment; Grant of Security Interest</u>	8
Section 7.2. <u>Mandatory Assignment with Sale of Inn Project</u>	9
ARTICLE VIII MISCELLANEOUS.....	9
Section 8.1. <u>Parties in Interest</u>	9
Section 8.2. <u>Severability</u>	10
Section 8.3. <u>No Personal Liability</u>	10
Section 8.4. <u>Counterparts</u>	10
Section 8.5. <u>Governing Law</u>	10
Section 8.6. <u>Notices</u>	10
Section 8.7. <u>Amendments</u>	11
Section 8.8. <u>Benefit of Assignees or Pledges</u>	11
Section 8.9. <u>Annual Filing</u>	11

Section 8.10. Integration; Site Remediation and Joint Development Agreement.11
Section 8.11. Agreement Controls.12

THIS CREDIT ENHANCEMENT AGREEMENT dated and effective as of March 1, 2010, is entered into between the Town of Brunswick, Maine (the “Town”), a municipal body corporate and politic and a political subdivision of the State of Maine, and JHR Development of Maine, LLC and Maine & Noble, LLC, each a limited liability company duly organized and existing under the laws of the State of Maine, with a place of business in Brunswick, Maine, together with any entity formed for the purpose of ownership or development of the Inn Project (collectively called the “Company” as further defined herein).

RECITALS

WHEREAS, on March 1, 2010 and pursuant to the Act, the Town Council of the Town at a meeting duly called and held, adopted an order that designated the Brunswick Downtown Municipal Development and Tax Increment Financing District and adopted the Development Program with respect thereto; and

WHEREAS, the Town anticipates that the Commissioner of DECD will review and approve the Brunswick Downtown Municipal Development and Tax Increment Financing District and the Development Program; and

WHEREAS, in connection with the Development Program, and as contemplated thereby, the Town and the Company have agreed to execute and deliver this Agreement, which execution and delivery, however, is conditioned on receipt of DECD’s approval; and

WHEREAS, subject to the foregoing, the Town and the Company desire and intend that this Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;

WHEREAS, the Development Program was adopted and this Agreement is entered into by the Town in order to induce the Company to complete the Inn Project in the Town by enabling the Town to contribute toward the capital cost of that facility the amounts contemplated by the Development Program and this Agreement; and

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

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

“Act” means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

“Agreement” means this Credit Enhancement Agreement dated as of the date set forth above between the Town and the Company, as such may be amended by the parties from time to time.

“Captured Assessed Value” means 100% of the Increased Assessed Value retained in the JHR District in each fiscal year that this Agreement remains in effect.

“Company” shall have the meaning given such term in the first paragraph hereto, together with its successors, transferees and assigns.

“Current Assessed Value” means the then current taxable assessed value of the Property to be determined by the Town’s municipal tax assessor(s) as of April 1 of each year that this Agreement remains in effect, commencing April 1, 2011.

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

“Development Program” means the Development Program dated March 1, 2010 and adopted by the Town with respect to the Brunswick Downtown Municipal Development and Tax Increment Financing District.

“Development Program Fund” means the development program fund described in the Development Program into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Program and Article II hereof.

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

“Inn Project” means an approximately 54 room inn on Noble Street in the JHR District.

“JHR District” means, for purposes of this Agreement alone (and not for purposes of the Development Program), that property portrayed as “Lot 2, 41,069.5 sq. ft” on a certain subdivision plan dated April 2, 2009, recorded in the Cumberland County Registry of Deeds at Book 209, Page 123, a map of which is attached as Exhibit A hereto, which JHR District is a portion of the Brunswick Downtown Municipal Development and Tax Increment Financing District designated by the Town on March 1, 2010 and more specifically described in the Development Program..

“JHR TIF Account” means the subaccount of such name in the Project Cost Account of the Development Program Fund described in the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Original Assessed Value of the JHR District” means \$157,100, the assessed value of the JHR District as of April 1, 2008.

“Project Costs” means the costs incurred by the Company on the Inn Project within the meaning set forth in 30-A M.R.S.A. §5225(8), as amended.

“Property” means all taxable real property owned by Noble Street, LLC and Maine & Noble, LLC and located in the JHR District, including but not limited to the Inn Project.

“Property Taxes” means any and all ad valorem real property taxes in excess of any county, state or special district taxes levied, charged or assessed by the Town with respect to the then Current Assessed Value.

“Tax Increment Revenues” means in each Fiscal Year this Agreement is and remains in effect, an amount of money equal to the portion of the Property Taxes actually paid on or with respect to the Captured Assessed Value (which amount shall not include any investment earnings thereon).

“Tax Increment Revenues – JHR Share” means in each Fiscal Year this Agreement is and remains in effect, the following percentage of Tax Increment Revenues, to be allocated to the Company:

Fiscal Year July 1, - June 30	Tax Increment Revenues – JHR Share from Inn Project Allocated to Company
July 1, 2011 – June 30, 2012	100%
July 1, 2012 – June 30, 2013	100%
July 1, 2013 – June 30, 2014	100%
July 1, 2014 – June 30, 2015	100%
July 1, 2015 – June 30, 2016	100%
July 1, 2016 – June 30, 2017	80%
July 1, 2017 – June 30, 2018	80%
July 1, 2018 – June 30, 2019	70%
July 1, 2019 – June 30, 2020	70%
July 1, 2020 – June 30, 2021	50%

“Tax Payment Date” means the later of the date(s) on which Property Taxes assessed by the Town with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

- a. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

b. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

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

d. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. Except as otherwise provided herein, all approvals, consents and acceptances required to be given or made pursuant to this Agreement by any signatory hereto shall not be withheld unreasonably, provided, that this paragraph shall not apply to approvals, consents and acceptances under applicable laws, ordinances and codes, including, without limitation, land use ordinances.

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

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund and JHR TIF Account.

The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Downtown Municipal Development and Tax Increment Financing District Development Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program which Development Program Fund includes, *inter alia*, the Project Cost Account described in the Development Program (in turn consisting of a series of subaccounts including the JHR TIF Account, with such other accounts and subaccounts as the Town may establish pursuant to the Development Program).

Section 2.2. Deposits into JHR TIF Account.

The Town shall deposit the Tax Increment Revenues - JHR Share into the JHR TIF Account within thirty (30) days of each Tax Payment Date. Any and all revenues resulting from investment of monies on deposit in the JHR TIF Account shall be retained by the Town and used for the Town's municipal purposes as the Town may elect.

Section 2.3. Use of Monies in JHR TIF Account.

Monies deposited in the JHR TIF Account (excluding any investment earnings thereon) shall be used and applied exclusively to fund the Town's payment obligation to the Company described in Article III hereof.

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever with respect to the JHR TIF Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Company's property in accordance with, and entitled to the priority provide under, Maine Law.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Captured Assessed Value; Tax Increment Revenues - JHR Share.

In each of the Town's fiscal years during the term of the JHR District and while this Agreement is and remains in effect, commencing with the Town's 2011-2012 fiscal year and continuing through its 2020-2021 fiscal year, the Town shall allocate and pay to the Company the Tax Increment Revenues - JHR Share for said fiscal year.

Section 3.2. Credit Enhancement Payments.

a. Subject to paragraph (b) and Section 3.3 below, within thirty (30) days following each Tax Payment Date, the Town shall pay to the Company the Tax Increment Revenues - JHR Share then on deposit in the JHR TIF Account (excluding any investment earnings thereon), provided, however, that all payments made hereunder shall only be used to pay Project Costs directly or to reimburse the Company for payment of Project Costs (including payment or reimbursement of debt service on indebtedness incurred to finance such Project Costs). The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation of the costs of the Inn Project. In no event shall the Town pay any Tax Increment Revenues to the Company if it is not the owner of the Inn Project.

b. If the Company fails to pay any portion of the Property Taxes when due (other than as provided in Section 3.3 below), the Town shall be entitled to offset against the Tax Increment Revenues – JHR Share otherwise payable to the Company at any time under paragraph (a) above, any and all costs, fees and expenses incurred by the Town in its efforts to collect such unpaid Property Taxes, including without limitation reasonable attorneys fees and the internal costs of the Town reflecting either the time any employee of the Town devotes to the collection of such unpaid Property Taxes or the resources of the Town used in pursuit of the collection of such unpaid Property Taxes.

Section 3.3. Tax Payments; Tax Abatements.

The Company shall pay when due all taxes assessed by the Town on the Property (including, but not limited to the Inn Project) within the JHR District and on any other taxable property owned by the Company at other locations in the Town. If such taxes or any portion of such taxes are not paid when due, the Town may withhold and suspend all payments under this Agreement until such taxes and all penalties, interest and other costs relating thereto are paid in full and 100% of such penalties, interest and other costs shall belong to the Town without any obligation to share such penalties, interest and other costs under Article III of this Agreement. In

such event, the property taxes actually paid by the Company with respect to the Inn Project on such Tax Payment Date shall be applied in the following order of priority: first, to taxes assessed with respect to the Original Assessed Value of the JHR District; and second, to taxes assessed with respect to the Captured Assessed Value, constituting Tax Increment Revenues, which shall be held by the Town as provided in the foregoing sentence. In addition, if the Company institutes any tax abatement proceeding with respect to the Inn Project, the Town may withhold and suspend all payments to the Company of Tax Increment Revenues, if any, subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding (whether by administrative or court action or by settlement), the proper amount (based on the results of the abatement proceedings) held in escrow account shall be paid to the Company.

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

Section 3.4. Failure to Make Payment.

In the event the Town should fail to, or be unable to, make any of the payments to the Company 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 Company 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 establish and maintain the Development Program Fund, its obligation to deposit Tax Increment Revenues in the Development Program Fund and its obligation to make payment to the Company.

Section 3.5. Manner of Payments.

The payments provided for in this Article III shall be paid in immediately available funds directly to the Company in the manner provided hereinabove for its own use and benefit.

Section 3.6. Limited Obligation.

The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment Revenues pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation on the part of the Town or a charge against or pledge of the faith and credit or taxing power of the Town. This Agreement shall not directly or indirectly or contingently obligate the Town to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's pledge of Tax Increment Revenues under this Agreement.

**ARTICLE IV
PLEDGE AND SECURITY INTEREST**

Section 4.1. Pledge of JHR TIF 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 Company 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 Company the JHR TIF Account and all sums of money and other securities and investments therein, excluding, however, any investment earnings thereon.

Section 4.2. Perfection of Interest.

The Town shall cooperate with the Company, at the Company's sole expense, in causing appropriate financing statements and continuation statements naming the Company as pledgee of all amounts from time to time on deposit in the JHR TIF 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.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Company, at the Company's sole expense, 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 impose any obligation on the Town additional to the obligations contained herein nor pledge the credit of the Town or require any payment or expense by the Town (unless paid by Company) nor discharge either party or change any provision of this Agreement, and the Company agrees to pay all expenses and attorneys fees incurred by the Town in connection therewith.

**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 Tax Increment Revenues – JHR Share due to Company when the same shall become due and payable;
- b. Any failure by the Town to make deposits into the JHR TIF Account as and when due;

c. Other than as provided in paragraph (a) and (b) above, any failure by the Town or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the Town or the Company respectively to be observed or performed which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include the Company's failure to pay Taxes on the Property in the JHR District or otherwise located in the Town for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default.

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take any one or more of the following remedial steps following any applicable cure period:

a. The nondefaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements, or covenants of the nondefaulting party under this Agreement and any documents, instruments, and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and

b. The Company shall also have the right to exercise any rights or remedies available to a secured party under the laws of the State of Maine.

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

Section 6.1. Effective Date and Term.

This Agreement upon its execution and delivery by the parties hereto shall be effective as of the date hereof and shall remain in place until the final payment of Tax Increment Revenues - JHR Share to the Company for the Town's 2020-2021 fiscal year.

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 Company 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 COMPANY'S INTEREST**

Section 7.1. Consent to Pledge, Collateral Assignment; Grant of Security Interest.

The Town hereby acknowledges that the Company may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Company for the Inn Project, although no

obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. Subject to the limitations set forth in Section 4.3, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party 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 or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, provided, however that no such assignments, pledge agreements, consents or other confirmations shall pledge the credit of the Town or require any payment or expenses by the Town (unless paid by Company) or discharge either party or change any provision of this Agreement, and the Company agrees to pay all expenses and attorneys fees incurred by the Town in connection therewith.

Section 7.2. Mandatory Assignment with Sale of Inn Project.

Upon any sale or disposition of all or substantially all of the Inn Project to any third party (the "Future Owner"), the Company shall also assign this Agreement to said Future Owner and said Future Owner shall agree to comply with each and every provision, term and condition of this Agreement. In the event of any sale or disposition of all or substantially all of the Inn Project to a Future Owner, if the Company does not also assign this Agreement to said Future Owner then this Agreement shall terminate and be of no further force or effect. Except to the extent provided in Section 7.1 and this Section 7.2, the Company shall not otherwise have the right to transfer and assign all or any portion of its rights in, to and under this Agreement without the consent of the Town, which consent may be withheld at the sole discretion of the Town. Any purported assignment without the requisite consent of the Town shall be of no force or effect.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. 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 Company 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 Company; provided, however, that if the payment obligations of the Town to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 8.2. Severability.

Except as otherwise provided herein, 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.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town, nor any official, officer, agent, servant or employee 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 in all respects.

Section 8.6. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Company 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, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the Town:

Town of Brunswick
28 Federal Street
Brunswick, Maine
Attn: Town Manager 04011

With copies to:

Pierce Atwood LLP
One Monument Square
Portland, ME 04101
Attn: James M. Saffian, Esq.
Tel 207-791-1100
Fax 207-791-1350
Email: jsaffian@pierceatwood.com

If to the Company:

JHR Development of Maine, LLC
40 South Street, Suite 305
Marblehead, MA 01945

With copies to:

Rich May, a Professional Corporation
176 Federal Street
Boston, MA 02110
Attn: Howard L. Levin, Esq.
Direct Tel 617.556.3855
Direct Fax 617.391.5755
Email: hlevin@richmaylaw.com

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 8.7. Amendments.

This Agreement may not be amended without the express written consent of the parties hereto.

Section 8.8. Benefit of Assignees or Pledges.

The Town agrees that this Agreement is executed in part to induce lenders, assignees or pledgees to provide financing for the Inn 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 lender, assignee or pledgee from time to time of the Company's right, title and interest herein.

Section 8.9. Annual Filing.

The Company agrees that it will comply with the requirements of 5 M.R.S. §13070-J(3), as such may be amended from time to time, and will deliver to the Town and to the Commissioner of DECD a copy of the annual written report required to be filed thereunder, at the times and in the form prescribed or shall provide to the Town in writing upon request, within a reasonable time, such information as the Town shall request to enable the Town to make any necessary filing under 5 M.R.S. §13070-J(3).

Section 8.10. Integration; Site Remediation and Joint Development Agreement.

The Town and the Company both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the JHR District. Other than with respect to Section 1.11 of that certain Site Remediation and Joint

Development Agreement dated January 31, 2007 between the Town and JHR, which Section 1.11 is and shall remain in full force and effect, this Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby. In furtherance thereof, the Company agrees to assume, be bound by and perform the obligations of JHR under Section 1.11 of the JDA.

Section 8.11. Agreement Controls.

In the event of any inconsistency between this Agreement and the Development Program, the terms and provisions of this Agreement shall take precedence, to the extent permitted by law, over the inconsistent provisions of the Development Program.

**ARTICLE IX
EFFECTIVE DATE**

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Commissioner of DECD's approval of the Town's designation of the Brunswick Downtown Municipal Development and Tax Increment Financing District and adoption of the Development Program. Following the execution and delivery hereof, this Agreement shall not be or become binding and enforceable until receipt of such approval.

Signatures on following page

IN WITNESS WHEREOF, the Town and the Company have caused this Agreement to be executed in their respective corporate names and attested by the duly authorized officers, officials or members, as the case may be.

WITNESS:

TOWN OF BRUNSWICK, MAINE

Debra L. Blum

By: Jay Brun
Town Manager

JHR DEVELOPMENT OF MAINE, LLC

Jay Brun

By: J. Hilary Rockett, Jr.
J. Hilary Rockett, Jr., Manager

MAINE & NOBLE, LLC

By: JHR Development of Maine, LLC, Manager

Jay Brun

By: J. Hilary Rockett, Jr.
J. Hilary Rockett, Jr., Manager

Downtown Master Plan

Downtown Master Development Plan



Brunswick, Maine
1997



98-027
2/3/98.

Town of Brunswick, Maine

INCORPORATED 1739

Department of Planning and Development

ANDREW SINGELAKIS, AICP
Director of Planning and Development
207-725-6626

THOMAS WAKEFIELD
Codes Enforcement Officer
207-725-6651

PHILIP CAREY
Planner/Development Review
207-725-6660

ALAN J. HOUSTON
Planner/Natural Resources
207-725-6639



28 FEDERAL STREET BRUNSWICK, MAINE 04011-1581
FAX (207) 725-6663

MEMORANDUM

Date: February 3, 1998
To: Don Gerrish, Town Manager
Town Council
From: Theo Holtwijk, Director of Planning & Development *theo*
Re: Downtown Master Development Plan

I am pleased to be able to present to you, on behalf of the Downtown Steering Committee, the attached Executive Summary of the Downtown Master Development Plan to you for your review and endorsement.

This Plan, developed by the Downtown Steering Committee, consultant Terrance DeWan & Associates and the Brunswick Planning Department, proposes a number of unified improvements to the downtown streetscape. Financing of this \$1.2M program is proposed to be jointly by the Town and Brunswick Intown Group (BIG) over a ten-year period.

The Executive Summary details the plan's background, goals, recommendations, financial plan and recommendations for projects not included in the plan.

The Downtown Steering Committee is requesting that the Council adopt this Plan and the concepts contained in it, and authorize the formation of a Downtown Implementation Committee.

Upon approval, the next step for the Council will be to include the work outlined in Year 1 of the plan in the CIP for FY 98-99. Staff will then work with the Implementation Committee to prepare a detailed scope for that work, prepare bid documents, obtain bids and present a recommendation for actual expenditure for Council approval. This process will then be repeated each year for which there are projects planned. In our view this process strikes the right balance between commitment and flexibility and makes this plan for Downtown's future affordable over a manageable period of time.

cc. Downtown Steering Committee

The Downtown Master Development Plan is the culmination of much work between the Steering Committee, the Planning and Development Director, and Terrence J. DeWan & Associates, consulting landscape architects. The plan provides an assessment of the downtown environment and makes recommendations in the form of a Capital Improvements Program.

The Capital Improvements Program seeks to establish a systematic and orderly implementation of this plan to ensure incremental improvements of the Town's most heavily traveled road through a new public-private partnership with Brunswick Intown Group (BIG). The recommendation is that 80% of the expenditures to implement this plan over the next eight (8) years be paid through Town funds with 20% of the cost to be matched by BIG. The Committee recognizes that there are issues which this plan cannot address at this time. After the eight-year implementation program is completed, the Committee recommends that this process be evaluated and renewed, and that new recommendations be made as Brunswick looks to its future.

BACKGROUND

To guide the development of the Downtown Plan, a vision statement was developed by the Steering Committee. This vision reflects the objectives of the Town's 1993 Comprehensive Plan. Subsequently, a broad range of issues was explored relating to capital improvements. In order to determine which capital improvements would be desirable as well as feasible, the Committee assessed traffic flow and pedestrian movement to determine if it would be making recommendations for any major changes in these areas. After considerable debate, the general conclusion was that only essential changes should occur, and that conventional traffic calming mechanisms, such as "neck outs" should not be continued north of Pleasant Street. A seasonal center median with pedestrian rest-stops is recommended in Maine Street from Pleasant Street to Mill Street.

PROJECT GOALS

The key goal of the program is to ensure that all of Maine Street, from Bowdoin College to Anniversary Park has a unified design treatment of the streetscape. The top priority of this plan is to complete the work that has been started in the downtown and to tie in gateways such as Pleasant Street. The ultimate goal is to enhance downtown as a pedestrian environment with the continuation of the brickwork and lighting as an important signal to drivers that they are in a pedestrian environment. In addition to proposed Capital Improvements, the Downtown Master Development Plan sets forth other recommendations that are intended to serve as a guide for Town Council, town staff, Planning Board and the general public when making decisions about the downtown area.

RECOMMENDATIONS FOR A DOWNTOWN CAPITAL IMPROVEMENT PROGRAM

The Committee is recommending an eight-year program to complete this work. The financial plan does NOT include the public and private parking lot at Fort Andross nor other projects involving funding from multiple sources (such as MDOT). The current total project costs over the 8-year period are \$1,150,965. This includes a total BIG contribution of \$232,000. The Town's costs would be \$928,000 spread out over an eight-year period. Annual Town contributions are \$116,000. Project cost figures include a contingency of 3% per year to account for possible variations in inflation and project cost estimates during the program period.

The committee is recommending that a Downtown Capital Improvement Fund be established. Each year, a request would be made to the Council to authorize the annual expenditure into the fund. Cash from the Downtown Fund would be made available only when the 20% private match from BIG has been contributed.

The table that follows lists the projects to be undertaken, their proposed schedule and estimated costs with allowance for inflation. The next table indicates the proposed financing of each project by BIG and the Town on a year by year basis. The actual figures in this schedule will be updated as warranted by changing circumstances.

YEAR	PROJECT DESCRIPTION	ESTIMATED COST +3% INFLATION
Year 1: FY 1998-1999	Project 1: Signage Graphics Establish a graphic system for all municipal signage.	\$25,000
Year 2: FY 1999-2000	Project 2: Remainder of Pleasant Street to Cushing Sidewalks, granite curbing, pedestrian lighting, street trees (See footnote: ¹)	\$128,750
Year 3: FY 2000-2001	Project 3: West side of Maine Street from Rite-Aid to Noble St. Sidewalks, trees, lighting, street furnishings	\$265,225
Year 4: FY 2001-2002	Project 4: East side of Maine Street Sidewalks, trees, lighting	\$109,273
Year 5: FY 2002-2003	No project 5 scheduled	-
Year 6: FY 2003-2004	Project 6: Park Row from School Street to Bath Road Sidewalks, curbing, trees, lighting	\$233,574
Year 7: FY 2004-2005	Project 7A: School Street to Bull Moose Music Sidewalks, trees, lighting	\$180,437
	Project 7B: West side of Maine Street/Fort Andross to Mill Sidewalks, trees, lighting	\$60,146
Year 8: FY 2005-2006	Project 8A: East side of Maine Street from Anniversary Park Sidewalks, trees, lighting	\$24,760
	Project 8B: Pleasant and Maine Street Intersection Remove wires, add mast arm traffic signal	\$61,900
	Project 8C: West side of Maine Street at Fish Viewing Ladder Sidewalks, trees, lighting	\$61,900
	TOTAL ESTIMATED COST	\$1,150,965

¹ This is the second portion of the Pleasant Street project. The first portion, Lower Pleasant Street, is funded in FY 97-98 with \$94,000 in Town funding and a \$50,000 contribution of MBNA.

	BIG Contributions 20% share	Town Contributions 80% share	Total Available	Project Cost Increase 3%/year
YEAR 1 Project 1	\$29,000	\$116,000	\$145,000	\$25,000
			\$120,000	
YEAR 2 Project 2	\$29,000	\$116,000	\$265,000	\$128,750
			\$136,250	
YEAR 3 Project 3	\$29,000	\$116,000	\$281,250	\$265,225
			\$16,025	
YEAR 4 Project 4	\$29,000	\$116,000	\$161,025	\$109,273
YEAR 5 No Project 5	\$29,000	\$116,000	\$51,752	
			\$196,752	
YEAR 6 Project 6	\$29,000	\$116,000	\$341,752	\$233,574
			\$108,178	
YEAR 7 Project 7A	\$29,000	\$116,000	\$253,178	\$180,437
			\$72,741	
Project 7B				\$60,146
			\$12,595	
YEAR 8 Project 8A	\$29,000	\$116,000	\$157,595	\$24,760
Project 8B			\$132,835	\$61,900
Project 8C			\$70,935	\$61,900
				\$61,900
			<i>Final Balance:</i>	\$9,035
TOTALS	\$232,000	\$928,000		\$1,150,965

The amount of BIG and Town contributions have been calculated by (1) adding the cost of all projects, (2) dividing it over an 8 year period, (3) applying a 20-80 cost split between BIG and the Town. The project cost estimates in the preceding two tables supercede the figures in the "Cost Details" appendix of the plan. Budgeted project costs will be revised as detailed architectural plans are developed prior to construction. Trust account balances do not include investment or interest income that may be accrued over time. No project can go forward unless the private contribution is available at budget time. The thrust of the program is to ensure that a certain amount of funds over a specific time period are dedicated to the completion of this program. The primary point is that the business community will be a key participant, providing funding leverage for the completion of the project.

Adoption of this plan by the Town Council is equally important for the business community as it will allow it to go forward and conduct fund raising activities for the required private contributions. This mandates a commitment from the Town Council to start and complete the proposed work during a finite timetable.

RECOMMENDATIONS ON OTHER DOWNTOWN PROJECTS

There are several other projects in the Maine Street area, which should be undertaken in the near future. These projects will depend upon multiple funding sources, and should be programmed outside the context of the Downtown Capital Improvement Program. These projects are, in order of priority, Maine Street Station, Upper Maine Street/Bath Road Intersection and the Lower Maine Street parking lot at Cabot Street and pedestrian connections to Anniversary Park. The Committee recognizes that all of these projects are of significant value and importance to the downtown environment. At the same time, the committee understands that there are limited annual resources available to complete these tasks within the scope of the Downtown Capital Improvement Program over the ten-year period.

1. MAINE STREET STATION

Maine Street Station served as the Town's railroad station until 1965. The site was left vacant for a long period of time until developers planned a multi-structured hotel/retail complex that failed when the economy soured in the early 1990s. The only building that was actually completed was the Mid Coast Credit Union. On the rest of the site, the foundations have remained exposed. The site is highly visible to the downtown community, and there have been numerous concerns raised regarding the type of development that could occur there. There is also a critical need for long-term parking in the Upper Maine Street area to accommodate parking overflow associated with the farmer's market and other special events in the vicinity of the Mall.

The former rail yard also happens to be at a critical junction point in Maine's rail infrastructure. From Brunswick it is possible to make rail connections to all of Maine's population centers: Augusta, Bangor, Lewiston, Portland, Rockland and Waterville. Maine Street Station is an endangered rail resource for the State of Maine, vulnerable to loss by unplanned, incompatible development.

The Commissioner of Transportation has recognized the value of the site, and has recommended a contribution of up to \$150,000 toward site acquisition. The source of funds will be through the Park and Ride program, and would ultimately support the parking needed for a multi-modal facility on the property. It is envisioned that the site would sustain bus stations, taxi stands and a train station at some point in the future. In addition to this, the site is accessible, via railroad right-of-way, to the forthcoming bicycle path being constructed by the Town.

The site also has future development potential. Estimates are that it could sustain one 20,000 square foot building footprint, as well as two 10,000 square foot footprints. The Town will be in a position to find private developers after examining the parcel in relationship to downtown, and placing controls that will reinforce its location within our historic town. The Town expects to sell off a portion of the site to commercial and other interests.

Seeing the potential public benefits, the Brunswick Town Council has negotiated a nine-month option on the purchase of the property, effective September 2, 1997. During the option period, further design analysis of the parcel, along with guidelines for future development should be developed to ensure that:

- The property and easement boundaries negotiated with other business partners be sited so that they do not preclude pedestrian, bicycle and vehicular access from the center of the site to Maine Street.
- A park and ride facility within the site be determined.
- The location of building footprints for future development within the site be delineated, and their location be compatible with the needs of a train-station and multi-modal facility.
- Guidelines be established for future buildings that would be constructed on the site.
- Mechanisms for future development of the site, including grants, must be explored.

2. UPPER MAINE STREET/BATH ROAD INTERSECTION

The Maine Department of Transportation has committed to allocating resources toward a design for the Upper Maine Street/Bath Road intersection. MDOT conducted a preliminary design that was reviewed by the Committee. This was a very difficult issue to deal with, and numerous alternatives were explored, including a "round-about" and an alternative, which was to do nothing at all. There is a very delicate balance of issues and concerns, and the best approach is to make modest changes that will solve some of the traffic problems found in that location.

The redevelopment of the Upper Maine Street/Bath Road intersection must meet several key objectives:

- Allow a smooth flow of traffic to continue around the First Parish Church.
- Allow safe pedestrian and bicycle movement around First Parish Church and from Maine Street into Bowdoin College.
- Minimize the amount of pavement surrounding the First Parish Church and create a stronger visual link between the Brunswick Mall and the College.
- Accommodate current traffic patterns on the side streets.
- Increase safety at the entrances to Bowdoin College.
- Provide a connection between lower and upper Park Row for pedestrians and bicyclists.
- Minimize the loss of on-street parking, and if possible, to have no net loss of parking in affected areas.
- Maintain the integrity of the Spanish Triangle.

After considerable debate, a concept plan has been developed with the following features:

- Decrease the width of travel way to guide and slow traffic.
- Use sloped-curb and textured pavement to allow emergency and maintenance vehicles.
- Provide crosswalks at well-lit busy corners.
- Increase green space where possible.
- Preserve parking spaces for college and businesses.
- Provide better definition of travel paths with visual cues.

The total cost anticipated is between \$160,000 and \$200,000. This should occur with 80% funding from the Maine Department of Transportation. This project should occur as a separate CIP item outside of the Downtown Capital Improvement Program.

3. LOWER MAINE STREET

A. PARKING LOT AT CABOT STREET

The plan includes a preliminary layout of the parking lot at Lower Maine Street. Currently this lot is severely impacted due to inadequate parking at Fort Andross. The plan shows how the parking lot can be improved and 100 parking spaces added. This will involve vacating Cabot Street, which is currently a Town road. The costs for this project are estimated at \$300,000. The Town of Brunswick owns one quarter of the land in the parking lot. Therefore, the accomplishment of this project is contingent upon the participation of Waterfront Maine, the owner of Fort Andross. Rectifying the problems at Fort Andross could serve several functions, including landscape enhancements and economic development. The requirement for public parking for the newly created Anniversary Park will be included in the expansion of the municipal parking area at Fort Andross.

B. CROSSINGS TO ANNIVERSARY PARK

Improvement funds are included in FY 97-98 for Anniversary Park. Increased pedestrian use is anticipated in this area as a result of those improvements. Particularly with public parking for the park available at the municipal parking area at Fort Andross, improved crossings of both Maine Street and the Route 1 off ramp are warranted.

C. LEFT TURNS AT ROUTE 1 OFF RAMPS

With the opening of the Coastal Connector from Interstate 95 to Route 1, some traffic has been diverted from Pleasant Street and Mill Street. This change in traffic pattern may provide an opportunity to re-institute left turns from the Route 1 off ramps onto Maine Street. MDOT should be asked to study this intersection in the summer 1998 to determine left-turn feasibility.

4. ZONING AMENDMENTS FOR NEW DOWNTOWN DEVELOPMENTS

The plan reinforces the current zoning and planning objectives in place in the downtown area, which are primarily to restore original development patterns. New development on Maine Street should, wherever possible, reinforce the original streetscape by encouraging zero lot line development and multi-storied structures. Current zoning incorporates these concepts, and no zoning amendments are recommended. This plan recommends that granite curbing be used throughout the Town Center District.

Welcome to Downtown Brunswick.

This report was prepared to summarize a year of inventory, exploration, discussion and design by the Town of Brunswick.

Thanks to the effort and cooperative spirit of many individuals, the project has resulted in a strong set of specific recommendations for the continuing improvement of downtown Brunswick.

Presented by:

*The Downtown Master Development Plan
Steering Committee*

with

*The Brunswick Town Council
The Brunswick Planning Department
Brunswick Intown Group (BIG)
Bowdoin College
The Staff of the Town of Brunswick*

and

*Terrence J. DeWan & Associates
Landscape Architects/Planners
Eaton Traffic Engineering
Alpha One Accessibility*

June 1997

Table of Contents

- **Introduction**

- Downtown Master Development Plan
- Steering Committee and the Planning Process
- Background
- Planning Objectives
- Regional Context
- Vision Statement

- **Public Improvements**

- Streetscape Improvements
- Traffic and Circulation
- ADA Compliance

- **Making It Happen**

- Fort Andross Site Improvements
- Maine Street Improvements: Fort Andross to the Pool Table
- Maine Street Improvements at School Street
- Maine Street Improvements: Pleasant Street to Bowdoin College
- Maine Street Station
- Brunswick Mall and Park Row Improvements
- Upper Maine Street/Bath Road Intersection
- Pleasant Street Sidewalk Improvements

- **Brunswick Pride: Private Improvements in the Public Landscape**

- Planning and Architectural Design
- Furnishings, Signage, and Utilities

- **Implementation**

- Financing
- Preliminary Opinion of Cost
- Marketing/Public Relations
- Capitol Improvement Plan

- **Appendices**

- Request for Proposals
- Private Donors
- Cost Details
- Traffic Details
- Maine Street Traffic Narrative
- Route One Off-Ramps at Maine Street
- Downtown Bicycle Circulation Plan
- DMDP Consistency with Comprehensive Plan
- Memo re: CMP lines underground
- Newspaper Articles
- Public Forum Agenda/Handout
- Parking Lot Inventory Memo
- Upper Maine Street: Long Range Plan
- Accessibility Survey and Recommendation

List of Illustrations

- Figure 1** Map of Study Area
- Figure 2** Brunswick-Topsham Bypass and Bicycle Path
- Figure 3** Downtown Pedestrian Circulation
- Figure 4** Anniversary Park Plan Area
- Figure 5** Pavement Detail
- Figure 6** Location of Directional Signage
- Figure 7** Example of Directional Signage System
- Figure 8** Off-Street Municipal Parking Lots
- Figure 9** Target Areas
- Figure 10** Fort Andross, Existing Conditions
- Figure 11** Fort Andross, Improvements to Parking Lot
- Figure 12** Maine Street at Pleasant Street/School Street
- Figure 13** Maine Street Station Concept Plan
- Figure 14** Regional Rail Network Map
- Figure 15** Upper Maine Street: Near Term Plan
- Figure 16** Pleasant Street Sidewalk Improvements: Maine Street to Cushing Street
-
- Table 1** Streetscape Improvements
- Table 2** Street, Traffic and Parking Improvements
- Table 3** Community Development Recommendations
- Table 4** Recommendations for Public/Private Action

Introduction

Downtown Master Development Plan Steering Committee and
the Planning Process
Background
Planning Objectives
Regional Context
Vision Statement

INTRODUCTION

DOWNTOWN MASTER DEVELOPMENT PLAN STEERING COMMITTEE & THE PLANNING PROCESS

In the Summer of 1995, the Brunswick Town Council established the Downtown Master Development Plan Steering Committee to:

- re-evaluate a previous downtown revitalization plan published in 1983,
- provide a strategic plan for capital improvements downtown
- evaluate current issues affecting the downtown area.

The Steering Committee included the following members:

David Bunge, Village Review Board
Erik Jorgensen, Pejepscot Historical Society
Richard Mersereau, Bowdoin College
Faith Moll, Town Councilor, District 6
Richard Morrell, Brunswick Coal and Lumber
Charles Mull, Brunswick Intown Group and
Chamber of Commerce of the Bath-
Brunswick Region
Joan Shepherd, Village Improvement
Association.

The planning process was coordinated by Andrew Singelakis, Director of Planning and Development. The Plan was created with the support of many individuals and Committees:

Philip Carey, Planning Department
Donald Gerrish, Town Manager
John Foster, Town Engineer/Dir. PWD
Jerry Hinton, Chief of Police Department
The Traffic Safety Committee
The Bicycle and Pedestrian Advisory
Committee

The Council authorized the expenditure of \$15,000 in funds to assist with the planning

effort; this was contingent upon a private contribution. A total of \$10,010 was raised by the Brunswick Intown Group downtown business association. The list of private donors is located in the appendix.

Terrence J. DeWan and Associates, Landscape Architects of Yarmouth, the consultant who helped develop the 1983 plan, and Eaton Traffic Engineering, a Brunswick Traffic Engineer, were selected to provide technical assistance.

A public meeting was held at the Brunswick Public Library at 7:00 PM on June 27, 1996 to stimulate discussion and raise awareness. Illustrations of the work that had been done to date, including a variety of options for the intersection of Maine Street and the Bath Road, were presented. Approximately 70 people throughout Brunswick attended this event and provided numerous comments for the Steering Committee's evaluation.

BACKGROUND

Brunswick encompasses a large geographic area with more than 45 square miles and a sizable rural population. Over the years, capital resources have been distributed throughout the community without a strategic focus on Maine Street and its surrounding streets and neighborhoods. The 1983 revitalization plan was a major step forward for Brunswick's downtown. The northern portion of Maine Street, from Pleasant Street to the exit ramps to Route One, saw a complete makeover: the old concrete and asphalt sidewalks were removed and new pavers installed, along with traffic calming devices and landscaping. In some areas the utility poles were removed and lines placed underground. The remaining portions of the capital improvement plan have yet to be constructed, although new improvements have been completed, some not in coordination with the overall plan.

This plan was funded – and the Steering Committee formed – for the purpose of coordinating future capital improvements and to finish the work that had been started in downtown. The Steering Committee envisions a funding process that will occur in phases, with Town and state budgeting programmed annually over a 5-10 year period and significant funds raised through private sources.

This plan is not a reinventing of the decisions that were made for the southern part of downtown. Rather it seeks to provide a basis for the development of tools for the funding and implementation of capital improvements and special projects in the Maine Street area. Figure I, MAP OF STUDY AREA, provides an overview of the various components of the Master Plan.



PLANNING OBJECTIVES

Throughout the planning process, the committee and the consultant team were guided by a set of planning objectives:

1. To re-evaluate the 1983 Downtown Revitalization Plan adopted by the Brunswick Town Council to reassess what parts of it work and which parts do not and to recommend modifications that are consistent with it and the Town's Comprehensive Plan.
2. To plan for major changes occurring in Brunswick, particularly the Topsham-Brunswick Bypass and the Regional Alternative Transportation Corridor.
3. To provide a harmonious balance between automobiles, pedestrians and bicyclists, with safety considerations paramount.
4. To restore the traditional streetscape and development patterns along Maine Street in places where the original pattern has been removed or covered.
5. To design a landscape treatment for Maine Street that is sensitive to the scale of downtown – one that will enhance its character – while projecting an image of a thriving community.
6. To strengthen the identity of downtown Brunswick by providing a well-designed, unified and consistent environment.
7. To provide a financing mechanism that encourages continued public and private funding based on a variety of resources.
8. To improve vehicular traffic circulation partly through the use of integrated signage and reassessment of internal traffic flow.
9. To provide assistance to the Town and to downtown businesses regarding compliance with the Americans With Disabilities Act.

REGIONAL CONTEXT

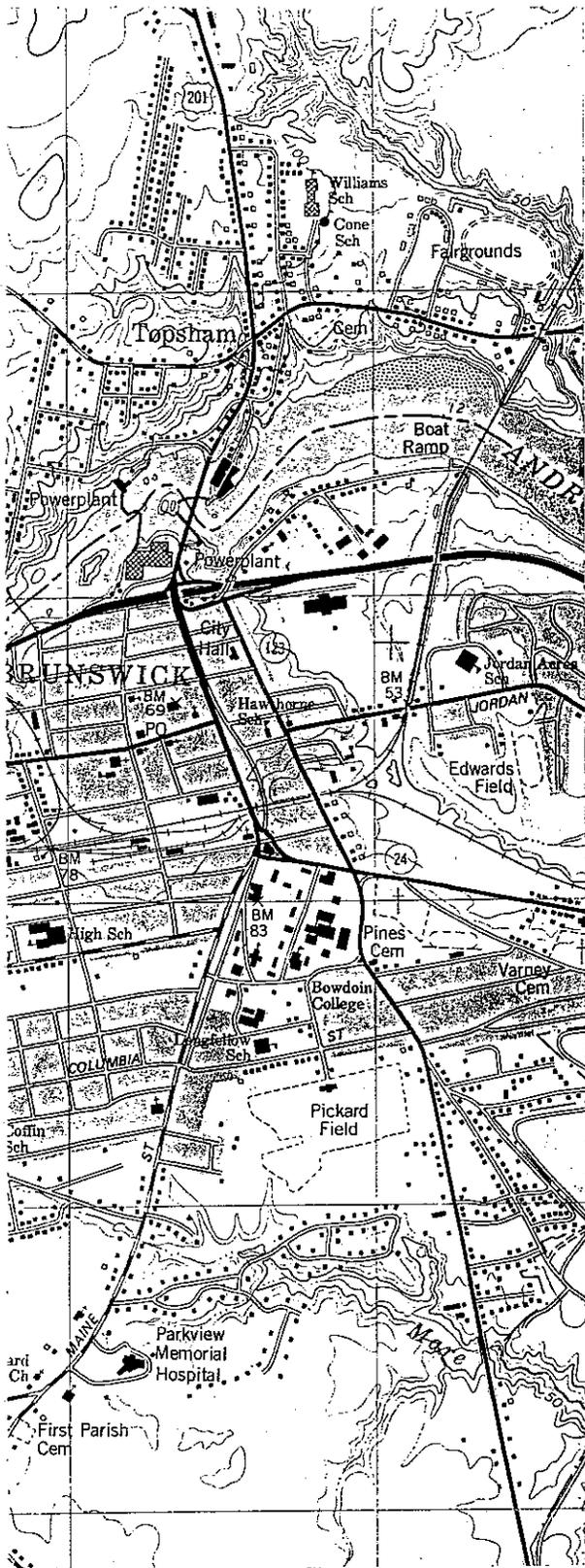
There are several major projects under way in Brunswick and the surrounding area which will have positive impacts on the community and will undoubtedly change some of the assumptions of the 1983 plan. Figure 2 illustrates the tie-in between the Maine Street project and these other ongoing efforts.

THE TOPSHAM-BRUNSWICK BYPASS

The Topsham-Brunswick Bypass is a forty million dollar project currently under construction and expected to be completed by September of 1997. The Bypass will allow BIW, BNAS, and through traffic to access I-95 without having to go through downtown Brunswick. This is expected to reduce Maine Street's chronic traffic jams and to initially reduce the number of vehicles traveling on that road. In addition, the reduction in traffic volume could possibly allow for the re-establishment of the traffic signal at Lower Maine Street near Route One and Fort Andross. An assessment of downtown's projected traffic in light of the bypass has been conducted and is used as a basis for this plan. Anticipated growth in the population of the Brunswick area and an increase in tourist traffic have also been considered. See Figure 2, LOCATION OF BRUNSWICK-TOPSHAM BYPASS AND BIKE PATH.

BRUNSWICK REGIONAL ALTERNATIVE TRANSPORTATION CORRIDOR (BIKE PATH)

The Town of Brunswick was the successful recipient of a \$1.09 million grant from the Maine Department of Transportation for the construction of a 2.5 mile riverfront park and bicycle path. The Brunswick Rotary Club raised \$50,000 of the required local match for the project. The Bike Path through Brunswick will extend to the Topsham-Brunswick Bypass (which will also have bicycle lanes) and will provide an alternative means of transportation from downtown to Cook's Corner. In addition,



the bike path is part of a long term State-wide plan to provide bicycle access from the New Hampshire border to Canada through Brunswick. The Bike Path will be located between Route One and the Androscoggin River, which will open this 2.5 mile stretch of the river to the public for the first time since Route One was constructed.

FEDERAL STREET / BATH ROAD INTERSECTION

As part of the approval of the new Bowdoin College Science Building, MDOT is requiring a number of improvements to the Federal Street / Bath Road intersection. The alignment of the roadways will be adjusted for better traffic movement, bike lanes will be added, and improvements will be made to the signal system.

COOKS CORNER MASTER PLAN

The Town is currently looking at traffic and pedestrian issues in the Cooks Corner area. The study area includes the Old Bath Road from the Puffin Stop to Harding Road, Route 24 from Route One to Forrestal Drive, the undeveloped land adjacent to the proposed hospital, the connections with the bike path, as well as the Cooks Corner Shopping Center and related properties. The plan is heavily oriented toward an examination of transportation infrastructure needs that will support and facilitate orderly development in the future. Increased commercial activity in the area will impact the downtown, not only in terms of potential retail/service competition, but also in terms of attracting additional traffic, some of which may be drawn from residential areas west and south of Maine Street.



ROUTE 196 PED/BIKE STUDY

Androscoggin Valley Council of Governments (AVCOG) is conducting a pedestrian and bicycle corridor study for Route 196 in Topsham. This effort is part of a larger program to establish a regional bicycle network that would link the Topsham-Brunswick Bypass, the Brunswick Regional Alternative Transportation Corridor, and the Lewiston/Auburn Route 196 Corridor.

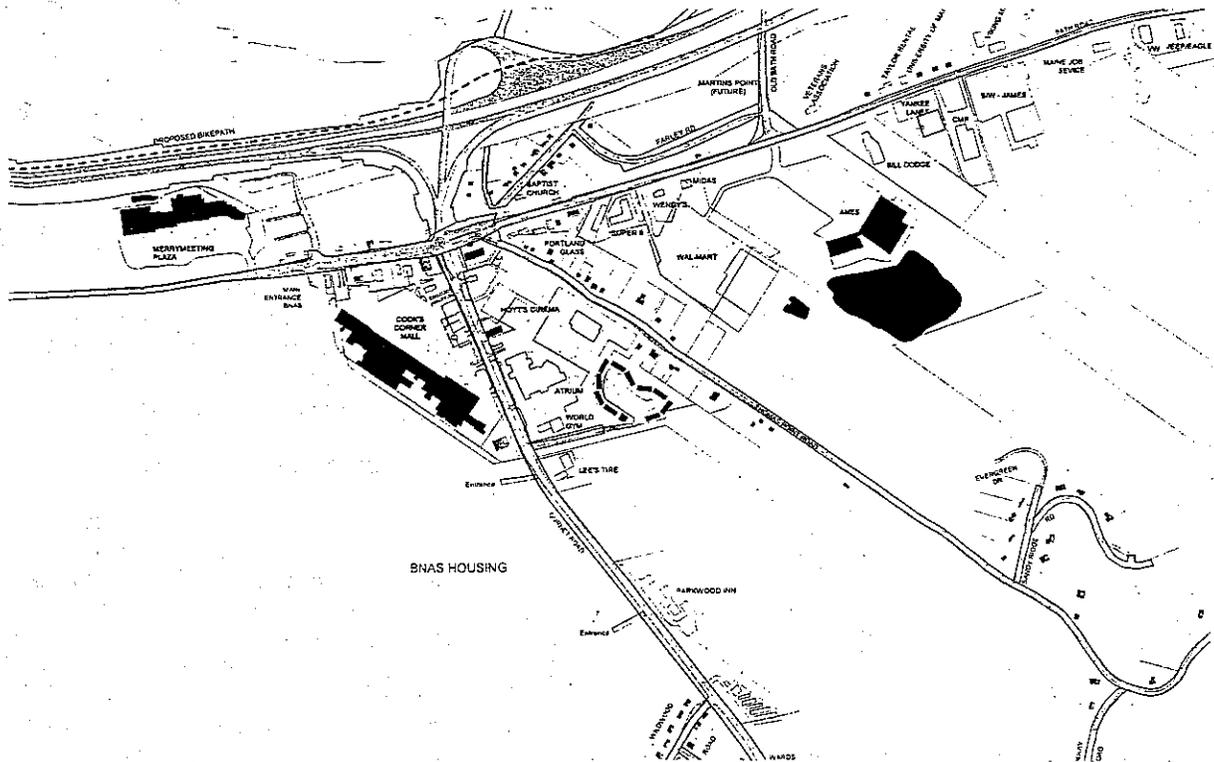


ROUTE 196 STUDY

A Route 196 Corridor Traffic Study was performed for the Lewiston-Auburn Comprehensive Transportation Study (LACTS) in early 1996. The focus was to develop cost effective Transportation System Management (TSM) strategies to address existing and short/long term operational and safety deficiencies on Route 196 from the Sabattus River to the Lisbon/Topsham town line. Primary recommendations included installation of traffic signals, improvements to existing signals, revisions to pavement markings and traffic control, and selective reconstruction to address roadway deficiencies and the need for improved pedestrian and bicycle facilities. For the most part, this study may assist in reducing travel time and delay in the corridor and thus increase the market area of downtown Brunswick. As a corollary issue, the traffic projections used for short/long term analysis indicates a relatively significant increase in traffic on both Route 196 and Route 9 in Lisbon Falls, which may have significance for downtown Brunswick.

**BRUNSWICK NAVAL AIR STATION
MASTER PLAN**

BNAS has just started on an eight month master planning process to evaluate housing needs, plan new facilities for base housing, and upgrade existing facilities. Over 200 units of older base housing will be demolished over the next five years as part of the base modernization effort. Congress has already appropriated funds for 60-70 new units, to be sited during the master planning process. The base will also be evaluating the location of the main entrance in light of redefined security parameters and changing land use patterns. There has been some discussion regarding the use of part of the base for limited civilian/commercial development. The long-term plan for the base may have a noticeable effect on Cooks Corner and Maine Street as traffic patterns change and pedestrian/bicycle links are reinforced.



VISION STATEMENT

Prior to contracting with the design team, the Downtown Master Development Plan Steering Committee developed a vision statement. Much of this vision echoes objectives found in the Town's Comprehensive Plan. The Committee felt that, although the objectives of this plan were basic, it was important not to lose sight of the vision associated with improving Downtown Brunswick.

To summarize, downtown Brunswick is a nice place with a few problems that need to be resolved to preserve its viability and traditional historic appeal.

The Steering Committee recognizes that Brunswick will grow in population from about 22,000 to 27,000 within the next ten years. A new industrial park, a developed Maine Street Station, the possibility of an inter-modal facility that includes rail, an expanded Naval Air Station with dual use possibilities and increased squadron activity, and a bicycle transportation system are all examples of current initiatives that will contribute to the future viability of downtown Brunswick. The village is the heart and soul of the town and is the key determining factor of Brunswick's future appeal. Its economic vitality and historic nature must be preserved in order to ensure a successful future.

The Topsham-Brunswick Bypass should provide much needed relief to traffic congestion in downtown Brunswick when it opens in late 1997. This will present many opportunities to develop a safer downtown environment for motorists, cyclists, and pedestrians alike.

The existing cultural activity in Brunswick will increase to satisfy the growing population base. Recreational activity will also increase and demand for seasonal accommodations must be satisfied to meet the increased tourist and residential popularity of Mid-Coast Maine's largest



community. Even if the increases envisioned above do not fully occur, the present situation justifies the recommended changes.

In the eyes of the Steering Committee, the future of Brunswick is bright. The vision expands on the best of downtown and seeks creative solutions to maintain its place as one of Maine's most livable villages.

1. **Maine Street Pride.** The Steering Committee feels that key to the success of this effort is the instilling of a sense of Brunswick pride among its residents. A key goal of this effort should be to highlight Maine Street's strengths to the community, and to show how the area is a resource of benefit to the entire town. The Steering Committee recognizes that any viable plan for the downtown must involve private and public commitments and the support of area residents.
2. **Pedestrian Safety.** The Steering Committee envisions improved pedestrian safety in the downtown area. Highly visible cross-walks, attractive signage, and appropriate traffic calming mechanisms are needed to ensure safe and inviting pedestrian access. The Steering Committee is skeptical of some traffic calming mechanisms, and believes that any that are employed must be sensitive to the unique historic character of the Town, and not be a current design fad. While intensive automobile traffic flow should be moderated with the opening of the Topsham-Brunswick Bypass, the town

can expect traffic to increase again as Brunswick grows. A Maine Street that is pedestrian friendly - marked by attractive landscaping, rest stops, and controlled traffic - will improve the downtown's appeal.

3. **Linkages.** The Steering Committee envisions a downtown that is linked to various town-wide amenities, some of which are existing and others which are planned. Linkages are needed between Maine Street and Topsham, the forthcoming Riverside Park/Bike Path, Anniversary Park across from Fort Andross, the Spring Street School building, Bowdoin College, and elsewhere throughout the community. The Steering Committee also views downtown Brunswick to be integrally linked to downtown Topsham. This is particularly true of the Great Bowdoin Mill, which provides a memorable focal point for the northern end of Maine Street in Brunswick. Close inter-community coordination will be necessary to promote the notion of linkage.
4. **Attractions.** The Steering Committee envisions that Downtown Brunswick will become a major tourist destination and cultural center. Recent trends have included the development of year-round arts studios, craft shops, theater groups, and museums. Among the most significant is the Maine State Music Theater which attracts approximately 52,000 people to its summer performances. The Pejepscot Historical Society attracts more than 9,000 visitors to its three sites, including the home of Joshua L. Chamberlain, a celebrated civil war hero, former Maine governor, and scholar.



5. **Architectural Treatment.** The removal of facade coverings and the renovation of several historic buildings on Maine Street would significantly contribute to the historic character and appearance of the downtown. While not all the buildings along Maine Street date to historic times, there is a tremendous harmony created by similar materials, patterns, and architectural styles which should be reinforced. The Master Plan must be sensitive to areas where historic preservation and rehabilitation may be possible. The National Maine Street Center of the National Trust for Historic Preservation can offer consultation in this regard.
6. **Downtown Parking.** Parking in strategic locations is necessary to facilitate pedestrian access to the downtown. Parking lots need to be placed in the best appropriate locations, primarily at both ends and in the center of the downtown, to create a circular pedestrian traffic flow. Access and egress to parking facilities must be safe and inviting for optimum utilization. However, parking in the downtown should not be developed to the detriment of downtown residents.

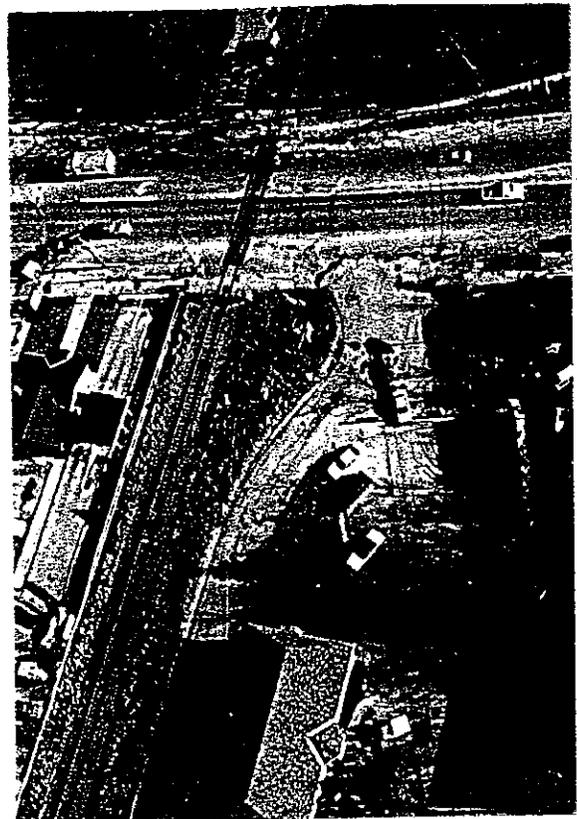
7. **Inappropriate Activity.** There is concern among downtown residents and patrons regarding loitering, crime and homelessness. The Steering Committee recognizes that there is a delicate balance needed when selecting amenities for the downtown. On one hand, street furnishings such as benches and drinking fountains may be desirable to attract responsible users. On the other hand, these same amenities may attract irresponsible users. An awareness of the behavior of loitering will be necessary in order to achieve an appropriate balance.
8. **The Mall.** The Steering Committee envisions greater use of the mall for park and related functions. The mall has high visual and amenity values, with the gazebo, farmer's market, improved skating facilities, and summer concerts. With some minor upgrading and attention to details, the mall should increase its appeal to residents and visitors.
9. **Fort Andross.** Fort Andross is currently under-utilized. The Steering Committee envisions that this large historic structure will be developed to its full capacity. The mixed use nature of this structure is highly valued by the community and offers the opportunities for the structure to be a focal point of the downtown with easily identifiable pedestrian amenities. Site constraints and limitations including pedestrian access and parking availability will need to be resolved. The potential for increasing the presence of artists in this facility should be explored. The relationship between the Fort Andross facilities and the park planned for the opposite side of Maine Street must be fully understood.
10. **Maine Street Station.** The Steering Committee envisions a quality development on the Maine Street Station site. With the reintroduction of passenger rail to Maine, a unique opportunity may be before the Town. A transportation center (including rail, bus, taxi, and bike/car linkages) should be a key component of this site. Combined with strong links to the adjacent commercial plaza, Maine Street Station could re-identify, reinforce, and re-energize south Maine Street.

There are several unresolved issues regarding Maine Street Station:

- whether it should be developed solely by the private sector
- whether the Town should acquire the site
- whether the Town should play a key role in the development of the parcel with a private developer.

The business community has also taken a key interest in the parcel as well and has invited the commercial broker to discuss possibilities. There is a strong consensus that the current zoning may not be adequate to discourage strip-like development or the location of a "big box retailer" on the site.

There is also a considerable interest in looking at Maine Street Station as an opportunity for additional municipal parking. With its proximity to Bowdoin College, upper Maine Street, and the projected activities surrounding the rail line, this land can play a key role in the future of the community.

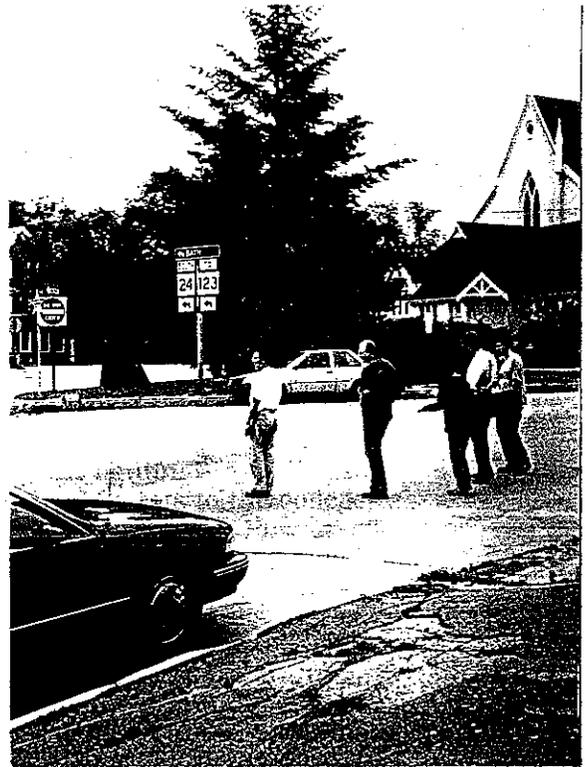


11. **Bowdoin College.** Maine Street depends upon Bowdoin College for a significant share of its viability. The College has 1,550 students and 600 employees that give life to the downtown community. The Steering Committee wants to provide the visual and pedestrian links that are necessary for the college community to freely use the downtown. There are many physical ways to knit a closer bond between Maine Street and the college:

- extension of streetscape improvements (brick sidewalks, granite curbing, street trees, pedestrian lighting) from Pleasant and School Streets to the college
- improvements to Park Row to encourage its use as a pedestrian and bicycle connection
- well marked cross-walks at strategic locations
- coordinated directional and informational graphics
- added amenities to the Town mall.

Bowdoin College has just completed a master landscape plan for the campus which could offer additional insight into visual unification.

12. **Pleasant Street.** The Steering Committee envisions an improved appearance of inner Pleasant Street as the key entrance to the downtown from the south, providing visitors with their first impressions of the downtown. The addition of brick sidewalks with effective curbing and pedestrian lighting on both sides of Pleasant Street from Cushing to Maine Street would enhance the appeal of the Curtis Memorial Library, the U.S. Post Office, the churches and other public and retail establishments which support the Maine Street businesses.



Public Improvements

Streetscape Improvements
Traffic and Circulation
ADA Compliance

PUBLIC IMPROVEMENTS

The following recommendations are the result of the analysis performed by the landscape architects and traffic engineer working with the Steering Committee. The issues were identified from a variety of sources including the scoping sessions with MDOT and Town officials, the Brunswick Comprehensive Plan, public comments, and traffic analyses by the consultant.

Capital improvements – in the form of brick paving, lighting, crosswalks, landscaping, street furniture, signage – need to be extended to Fort Andross on the north and Bowdoin College on the south. In addition, a modified form of improvements should be made to Pleasant Street to reinforce its function as an extension of the downtown pedestrian environment.

The landscape treatment used for the uncompleted portions of Maine Street must be consistent with the materials and designs used over the past decade to ensure that they are compatible with what is already in place. However, the completion of the streetscape must be done with care, since some Brunswick residents feel that the original improvements, particularly the "neck-outs", have not been effective. The width of Maine Street, the widest in Maine, is cherished by many residents and should not be reduced.



STREETSCAPE IMPROVEMENTS

Sidewalks and Curbing. Maine Street currently lacks the means for good circular pedestrian circulation. Due to the volume of traffic on Maine Street and disruptions in the original street setback, shoppers and strollers are not compelled to walk up and down both sides of the street. See Figure 3, DOWNTOWN PEDESTRIAN CIRCULATION.

The Town is currently in the process of completing a basic design for Anniversary Park. While this Master Plan addresses the issue of access to the Park, its design is not the subject of this planning effort. See Figure 4, ANNIVERSARY PARK AREA.

The Steering Committee makes the following recommendations:

- Extend brick work and pedestrian amenities over the Route One bridge to Fort Andross to visually link the fort to the rest of downtown (See Fort Andross recommendations below).
- The Town should work with the Town of Topsham to understand their long-term plans for pedestrian/bicycle traffic on the Androscoggin River bridge.
- Provide a crosswalk from Fort Andross to Anniversary Park.
- Extend the sidewalk treatment to the CMP fish viewing station on the Androscoggin River on the east side of Fort Andross.
- Extend the brick sidewalks and pedestrian treatment along both sides of Maine Street to Bowdoin College. New street trees should be installed on the west side of upper Maine Street between the granite curb and the sidewalk, to match the location of the trees that were planted on lower Maine Street. Figure 5, DETAILS OF PROPOSED SIDEWALK.
- Encourage a redevelopment pattern on Maine Street between Maine Street Station and Pleasant Street that will re-establish the original street wall.
- Provide new sidewalks from Maine Street to Cushing Street on Pleasant Street.
- All new curbing in the downtown area should be granite.

Lighting. Period light fixtures were installed from Lincoln Street to Pleasant Street as part of the initial round of Maine Street improvements. The lights have helped to unify the streetscape while providing pedestrians with an adequate level of illumination. In most locations the light standards were worked into the paving pattern, even though they were installed after the sidewalks. Most residents seem to appreciate their appearance and functionality, although there may be some concern that the level of illumination may be too bright in certain areas. The Steering Committee makes the following recommendations regarding lighting:

- Pedestrian lighting should be continued from the Pool Table to Fort Andross.
- The management of Fort Andross should be encouraged to install similar light fixtures within their parking lot and at the main entrance(s).
- The Town should continue the lighting to Anniversary Park to reinforce its image as the gateway into Brunswick.
- Light fixtures within the Upper Maine Street Mall should be examined for adequacy and replaced if necessary with the Maine Street fixture.
- Pedestrian lighting should be extended up Maine Street from Pleasant Street as part of the sidewalk improvements.
- Lighting should be extended up Park Row to Bowdoin College.
- The Town should coordinate light fixtures in the vicinity of Bowdoin College (e.g., in front of the First Parish Church) to assure a smooth transition from the College's lighting (as described in its March 1996 Landscape Master Plan Report).
- Light fixtures should be extended into off-street parking areas as required, including municipal parking lots and connecting walkways.

Street Furniture. The initial Maine Street improvements did not contemplate the installation of benches, trash receptacles, bike racks, or other forms of street furniture, partly for budgetary reasons and partly out of concern for 'inappropriate use' (see p. 9). Street furniture – when properly designed, located, and maintained – can add immeasurable pleasure, richness, and vitality to a downtown area. The Steering Committee makes the following recommendations for the use of street furniture in future improvements:

- Benches should be installed in selected locations on Maine Street to provide comfortable places for people to relax.
- Locations of all pieces should be discussed with adjacent property owners. The Town should carefully monitor the use of street furniture and be prepared to make adjustments if necessary.
- The design of benches, trash receptacles, drinking fountains, and other furnishings that might be used should related to the classic style used in the light fixtures found on Maine Street.
- All street furnishings should be designed to be rugged, easily maintained, and vandal-resistant. The use of wood should be minimized.
- Where possible, provisions should be made for small/unobtrusive plaques commemorating people who wish to donate benches to the Town (see Gift Catalogue under financing).
- Traffic signals should be supported by mast arms wherever possible: the use of overhead wires should be avoided.
- The placement of street furniture should allow for wintertime removal to facilitate maintenance activities.



Public Art. At its best, fine public art can create memorable images in the minds of visitors and residents alike. Art can reflect the spirit of the place and transform it into more than a simple streetscape. Many contemporary cities and towns are discovering the power of art to make places and stimulate the senses.

Public art can include **sculpture** (both permanent and temporary), embellished objects (manhole covers, benches, phone booths), **wall murals** (Portland has a number of excellent examples), **paving patterns** (continuing on the theme started with the 'Town Hall Shadow'), and **signage** (an opportunity to combine art and functionality), **fountains** (designed to look good both with and without water).

With the presence of Bowdoin College, the art galleries on Maine Street, and large resident population of artists, Brunswick has the ability to make art an integral part of the downtown. The Steering Committee makes the following recommendations for incorporation of artwork into future public and private improvements:

- The use of professional artwork of all types is strongly encouraged in new construction and renovation in downtown Brunswick.
- Artwork should be incorporated into public improvements for Maine Street, redevelopment parcels, Maine Street Station, and other sites in the surrounding areas.
- Once the program is started, the Brunswick Intown Group should develop a walker's guide to artwork/galleries/museums/notable architecture to promote a Downtown Arts District.



Signage. A comprehensive and consistent signage program, similar to the one employed in Portland, should be established in Brunswick. This signage should direct bicycle and vehicle traffic around downtown and to other points in the community. The Steering Committee makes the following recommendations for signage in and around Maine Street:

- All signage in Brunswick – both public and private – should be considered an important component of the visual environment. Sign designers should strive for clarity, simplicity, and appropriate relationships to the surrounding buildings.
- The Town should set a civic example by hiring a professional graphic designer to establish a graphic system to be used for all municipal signage. These guidelines should be used on all new signs: directional, informational, interpretive, gateway, and regulatory.
- A directional signage system should be established for installation at the gateways into Brunswick. The design of the support system should reflect the simple traditional architecture found throughout Brunswick. The narrative component of the signs should be reduced to the absolute minimum to avoid visual clutter. See Figure 6, LOCATIONS FOR DIRECTIONAL SIGNAGE / GATEWAYS, and Figure 7, EXAMPLE OF A DIRECTIONAL SIGNAGE SYSTEM.
- A signage system for off-street parking areas should be designed and installed in highly visible locations.
- A directory identifying the location of downtown businesses and attractions should be established in a highly visible place near the Tontine Mall.

TRAFFIC AND CIRCULATION

Figure 1 in the Appendix presents PM peak hour traffic estimates for existing traffic (mid-1990's) and projections for the year 2010. The volumes on the Frank Wood Memorial Bridge indicate that current PM peak hour traffic is approximately 3150 vehicles; the projected PM peak in the year 2010 decreased over 25 percent to 2300 vehicles. Figure 2 illustrates transportation related issues affecting the downtown area.

More importantly for current considerations is the immediate impact of the Coastal Connector. Estimates contained in the Brunswick-Topsham Bypass Environmental Impact Statement indicate the volumes were projected to decrease by nearly 45 percent upon opening. This is, of course, a projection based upon analysis performed in the mid to late 1980's, and is subject to the normal variation associated with the use of projection models.

Fort Andross / Pool Table Signals. Traffic signals at the exits for Route One and Fort Andross have been disengaged due to the heavy traffic flow through Maine Street. It is likely that traffic volumes at the "Pool Table" will decrease significantly, particularly the right turn from the Route One southbound off-ramp and the left turn from Maine Street to Mason Street. If this reduction is achieved, reactivation of the traffic signal may be desirable, and reinstatement of a left turn from the southbound off-ramp to Maine Street may be possible. This would require the reconstruction of the ramp to bring the intersection to a 90 degree angle with Maine Street.

These actions could have a significant impact on travel patterns in the area in a number of ways:

- Vehicles that now enter the downtown from East Brunswick or Cooks Corner via Mill and Cushing Street or via Bath Road could now use Route One directly.
- Reduced traffic volumes at the Pool Table may also allow some improvements to Maine Street at the Route One southbound on-ramp to improve pedestrian crossings at the ramp. While the volume of traffic using the on-ramp would probably

decrease minimally (primarily a reduction in left turns from Maine Street northbound), the overall decrease in traffic on Maine Street southbound would reduce the necessity of the current high speed design.

The Pool Table has not been evaluated by MDOT and was not included as part of the Bypass Study. More in-depth analysis would be required prior to reactivation of the traffic signals. It would be most prudent to wait until after the bypass is opened in 1997 and conduct a brief 'after' analysis to confirm that re-activation is possible. Such a study should also account for traffic currently using Cushing Street (from Mill Street) to gain access to the downtown. It is unlikely that sufficient resources would be available to implement any improvements in the Fort Andross/Pool Table area prior to 1997. See Figure 8, RTE. 1 OFF-RAMPS AT MAINE STREET.

Intersections. Most residents find that traffic patterns in downtown Brunswick are confusing and need to be reassessed. While Pleasant Street (one-way) provides efficient traffic flow into Maine Street, there is no clear and easy way to get back out. The following intersections have been particularly problematic and have been assessed by Eaton Traffic Engineering:

- Maine/Mill/Mason
- First Parish Church multiple intersections
- Maine/Pleasant
- Maine/Railroad
- Maine/Route One/Fort Andross.

These intersections have become "bottle-necks", impeding traffic flow, while others in the area have become high accident locations. This situation is expected to be significantly improved when the Topsham-Brunswick Bypass is opened in late 1997. Specific recommendations for these intersections are presented in this plan.



Parking. Downtown Brunswick is a destination point for tourists seeking to take advantage of shopping, the many museums, restaurants, art galleries, theaters, and Bowdoin College offerings. As a result parking is at a premium. As recommended in the 1983 plan, parking will need to continue to be diagonal "head-in" on Maine Street to preserve as many spaces as possible for Maine Street businesses.

The existing municipal parking lots are at capacity, and a new lot in the southwest quadrant is sorely needed to accommodate overflow from the First Parish Church, Bowdoin College, the farmer's market, the 55+ Center, and the Maine State Music Theater.

The Town has recently redesigned and repaved two downtown parking lots. See Figure 8, OFF-STREET MUNICIPAL PARKING LOTS. Additionally, it is negotiating a lease for up to 24 new spaces adjacent to the Cumberland Street lot.

In the municipal parking areas behind Town Hall and at the Fire Station, 15 additional spaces – including handicap-accessible spaces – were provided, adding to the supply of downtown parking.

A number of additional privately-owned locations were evaluated for their suitability to supply the Town with convenient parking. In almost every instance, the

owners of the property were either not interested to discuss the matter or needed the land for their own parking needs.

The Steering Committee makes the following recommendations to improve the number and visibility of parking in downtown Brunswick:

- The municipal parking lot on Cumberland Street should be connected to Pleasant Street with signage and clear two-way access.
- All parking lots should be clearly signed with a distinctive graphics program to lead travelers to parking lots without having to access Maine Street as much as possible.
- The Town should acquire all/a portion of the Maine Street Station site to relieve current parking shortage in the southwest quadrant and to reserve land for future parking requirements in anticipation of rail service to Brunswick.
- The Town should encourage the owners of Fort Andross to develop additional parking inside the building in an effort to overcome a major deficiency at that site.
- The Town should work with MDOT to relocate the commuter parking lot off Cabot Street in order to free up additional public parking at Fort Andross.
- The Town should request a right of first refusal on additional "soft parcels" in the downtown that could be used for municipal parking.

With the parking improvements to the town center lots, the new library lot, the potential for parking at Maine Street Station, and current negotiations to provide additional spaces, the Steering Committee concluded that there is the potential to satisfy near-term projected needs. Consequently, a downtown parking garage was not considered necessary at this time.

Bicycle Circulation. Upper and Lower Park Row need to be better connected to facilitate the movement of bicycle and pedestrian traffic across Bath Road. A connection needs to be made from the Maine Street area to Water Street and the forthcoming bicycle path along the Androscoggin River to Cooks Corner. See DOWNTOWN BICYCLE CIRCULATION PLAN (Appendix).

ADA COMPLIANCE

A limited scope access evaluation for the Maine Street was conducted by Denis Pratt, Architect / Access Specialist at the South Portland office of Alpha One. The document which was produced evaluated the level of accessibility in the downtown area and made specific recommendations on improving accessibility for both public and private properties.

There are three main regulations that deal with issues related to accessibility to public facilities:

- the Maine Human Rights Act
- Section 504 regulations under the Rehabilitation Act of 1973
- Title II of the Americans with Disabilities Act of 1990.

The report recommends the removal of specific architectural and communication barriers along Maine Street that would have the highest impact on improving general accessibility and access to businesses located on the first floor level of buildings along Maine Street.

There are many specific areas that the Town should address to provide better accessibility in the downtown area, including curb ramps, visual cues at accessible crosswalks, tactile warnings strips, tree maintenance, handrails, and traffic island design.

In addition, Alpha One identified specific improvements that could be made by downtown businesses and private owners. These include the proper use of handrails, construction of ramps and interconnecting steps, improvements to door hardware, walkway grades, access aisle space in parking areas, van accessible parking, and direction signage.

The full report is included in the Appendix.



Scale: 1" = 200'

SHOP & SAVE

STREET STATION

TOWN
COLLEGE

STREET

LIBRARY

MIDDLE STREET

POST OFFICE

UNION STREET

CHESTER STREET

PARK

STREET

NORTH

ROUTE ONE

STREET

STREET

STREET

STREET

MAINE STREET

TOWN HALL

FORT ANDROSS

Map of Study Area

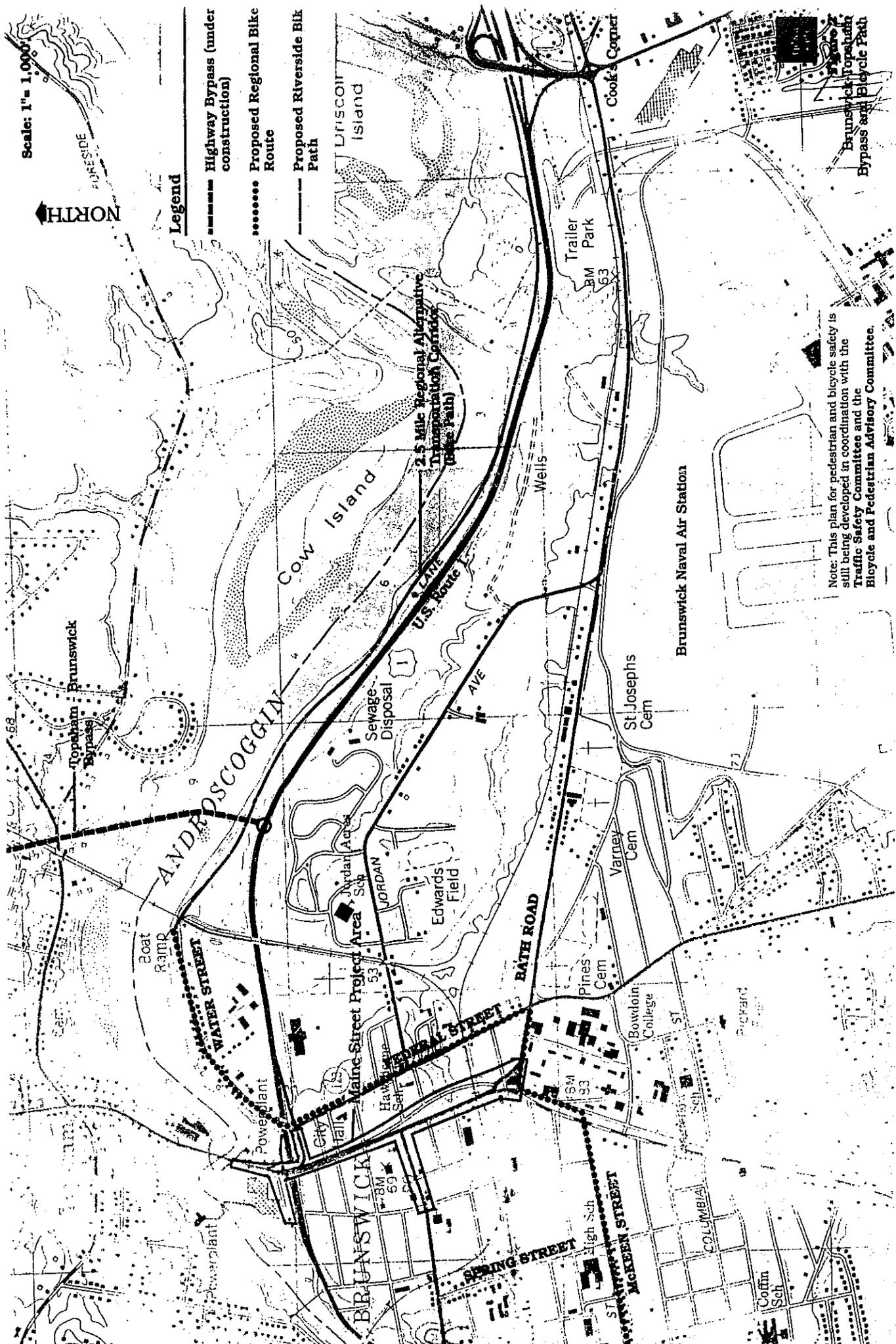


Scale: 1" = 1,000'



Legend

- Highway Bypass (under construction)
- Proposed Regional Bike Route
- Proposed Riverside Bik Path



2.5 Mile Regional Alternative Transportation Corridor (Bike Path)

Note: This plan for pedestrian and bicycle safety is still being developed in coordination with the Traffic Safety Committee and the Bicycle and Pedestrian Advisory Committee.

Brunswick Topographic Bypass and Bicycle Path

Legend

- ● ● ● Existing Streetscape Improvements
- ○ ○ ○ Proposed Pedestrian Safety and Streetscape Improvements
- ■ ■ ■ ■ Existing Crosswalk to be maintained

Note: This plan for pedestrian and bicycle safety is still being developed in coordination with the Traffic Safety Committee and the Bicycle and Pedestrian Advisory Committee.

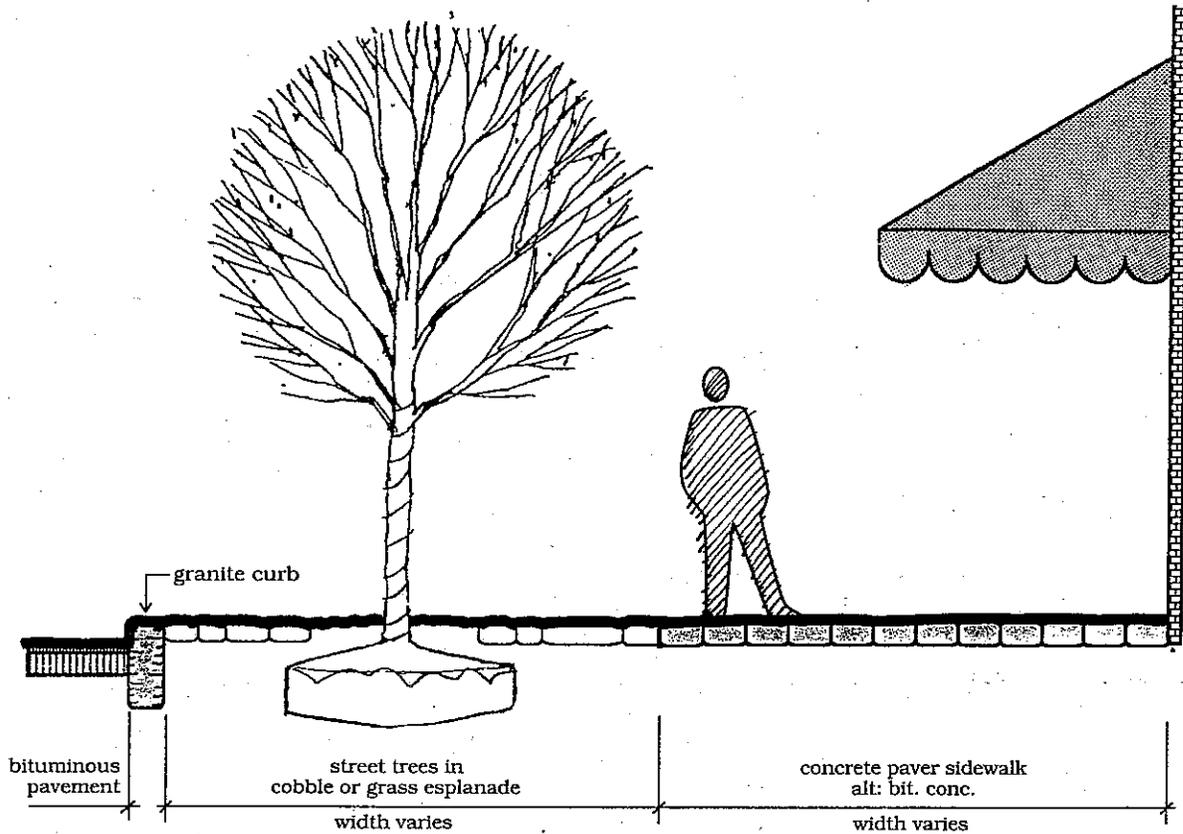


Figure 21 for proposed crosswalks in this area

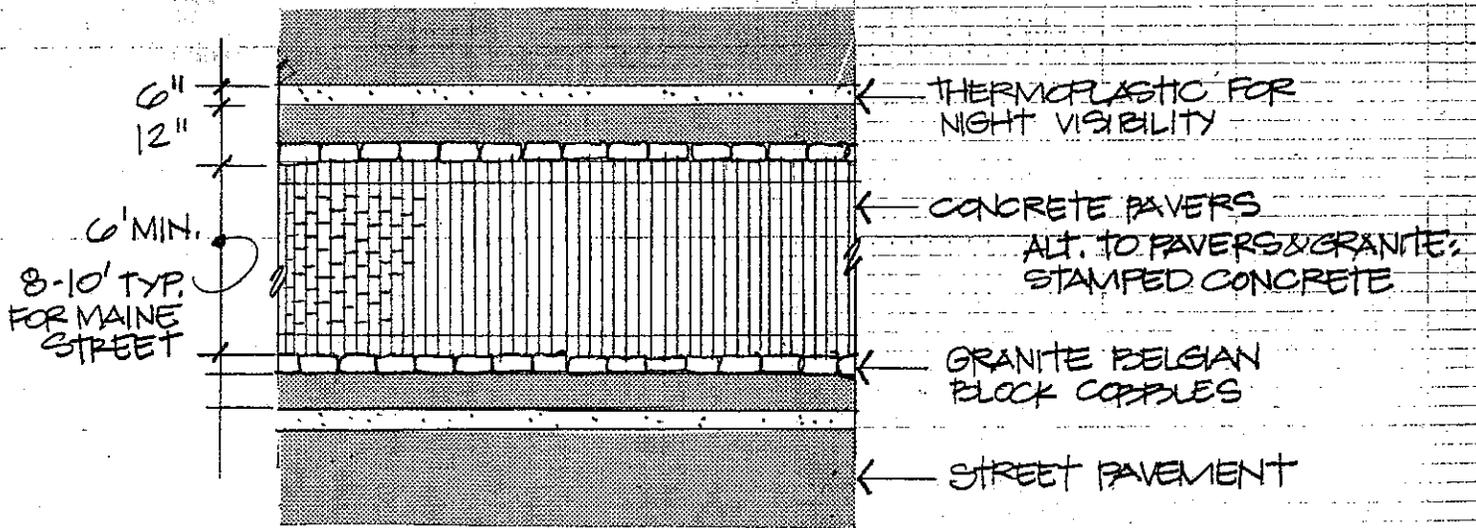
Jobs
etc
Figure
Downtown Pedestrian
Circular



Figure 4
Anniversary Park
Play Area



SIDEWALK DETAIL
not to scale

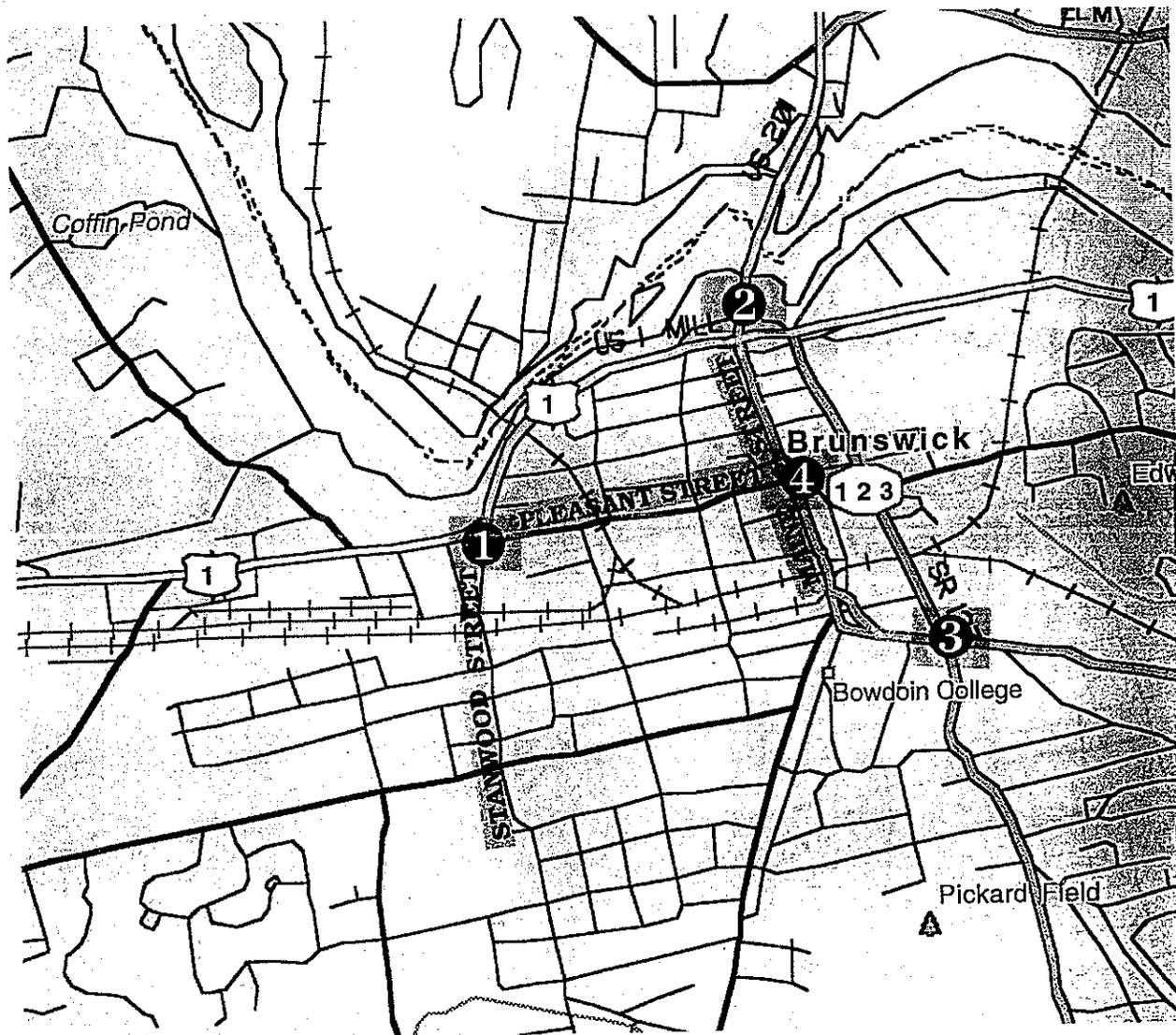


CROSSWALK/TEXTURED PAVEMENT DETAIL
scale: 1/2" = 1'-0"

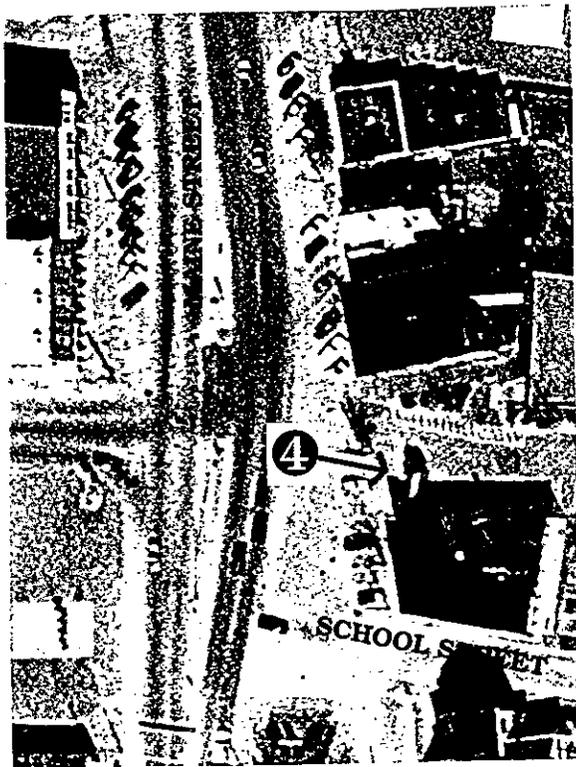
Note: These are Schematic Details. Not intended for construction without additional specifications and engineering for site conditions.



Figure 5
Pavement Details



NORTH ↑

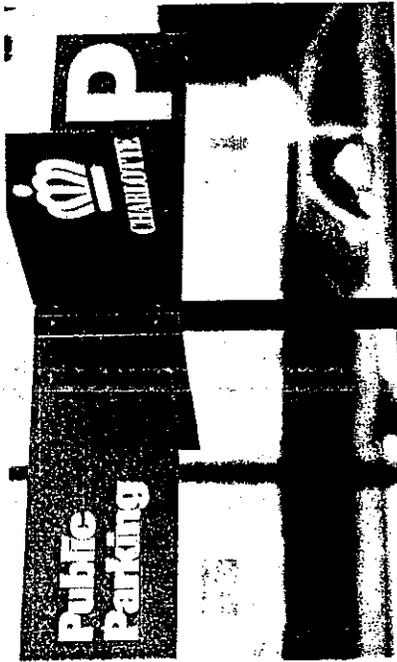


Legend

- 1 Directional Gateway Sign at Stanwood/Pleasant St.
- 2 Directional Gateway Sign at Fort Andross/Maine St.
- 3 Directional Gateway Sign at Bath Rd/Federal St,
- 4 Kiosk & Business Directory at Tontine Mall facade structure (see enlarged photo, left.)



Figure 6
Location of Proposed Signage



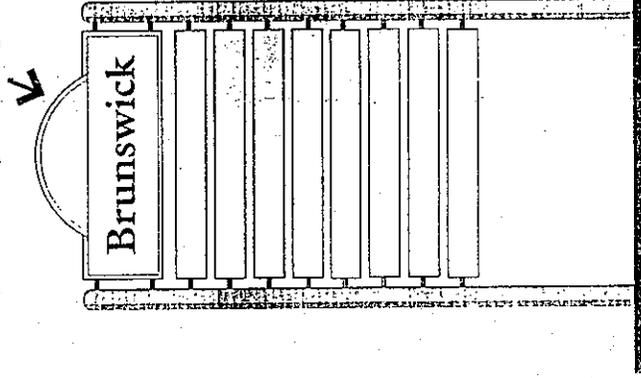
■ Example of award-winning Directional Signage from Charlotte, North Carolina



tjaka + etc

Figure 7
Example of Directional Signage System

(Brunswick "signature" image)



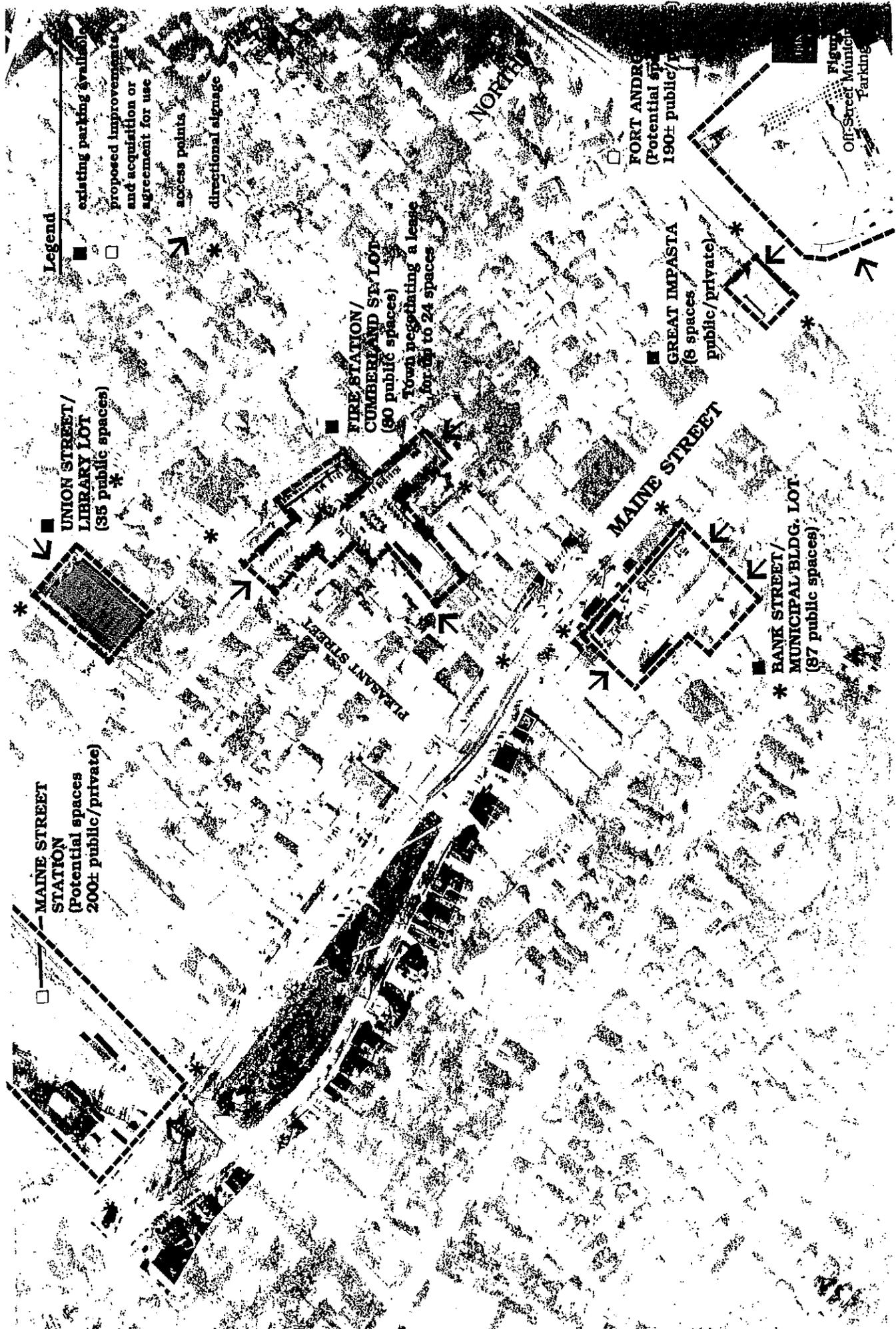
■ Proposed Signage prototype: modular, easy to read, low-maint.



■ Example of Directional Signage from Portland, ME



■ Existing Signage erected by Maine State Theater in Brunswick



Legend

- existing parking (available)
- proposed improvements and acquisition or agreement for use
- ↙ access points
- * directional signage

UNION STREET/
LIBRARY LOT
(85 public spaces) *

FIRE STATION/
CUMBERLAND ST. LOT
(80 public spaces)
Town negotiating a lease
for up to 24 spaces

FORT ANDREWS
(Potential spaces)
190± public/private

GREAT IMPASTA
(8 spaces
public/private) *

BANK STREET/
MUNICIPAL BLDG. LOT
(87 public spaces) *

MAINE STREET
STATION
(Potential spaces)
200± public/private

Figure
Off-Street Municipal
Parking

NORTH

Making It Happen

Fort Andross Site Improvements
Maine Street Improvements: Fort Andross to the Pool Table
Maine Street Improvements at School Street
Maine St. Improvements: Pleasant St. to Bowdoin College
Maine Street Station
Brunswick Mall and Park Row Improvements
Upper Maine Street/Bath Road Intersection
Pleasant Street Sidewalk Improvements

MAKING IT HAPPEN

The Master Plan for downtown Brunswick recommends a number of distinct projects for Maine Street between Fort Andross and Bowdoin College, and on Pleasant Street from Maine Street to Cushing. The location of each of these areas is illustrated in Figure 9, TARGET AREAS.

- Fort Andross Site Improvements
- Maine Street Improvements from Fort Andross to the Pool Table
- Maine Street and School Street Improvements (at Bull Moose Music)
- Maine Street Improvements, from Pleasant Street to Bowdoin College
- Maine Street Station
- Brunswick Mall and Park Row Improvements
- Upper Maine Street / Bath Road / First Parish Church Improvements
- Pleasant Street

A summary of each of these projects is described in Tables 1, 2, 3, and 4, found in **Implementation**. A preliminary opinion of cost for these projects is included in the Appendix.



FORT ANDROSS: SITE IMPROVEMENTS

Fort Andross is one of the most predominant structures in the downtown business district. It serves as the physical gateway into Brunswick from the north and acts as the visual terminus of Maine Street. This 433,000 square foot mill, circa 1870, has been partially restored with a remarkable range of uses. The latest occupant is a candle factory with a retail showroom which is expected to create a pedestrian draw for shoppers during the holiday season. Fort Andross also contains professional offices, artist studios, retail, restaurants, and other uses. Approximately 63% of the building is presently occupied, including leased and storage space. Additional prospective tenants are actively seeking the remaining available space.

While the structure is in good shape and is well maintained, there are two obvious problems with the site. Firstly, it is cut off from the rest of downtown Brunswick by the Route One underpass. Previous redevelopment efforts did not include Fort Andross within the scope of work, and as a result the brick sidewalks were never extended beyond Mill Street.

Secondly, parking has been a consistent problem with the mill. With 433,000 SF of space, it is very apparent that the demand for parking will soon outstrip the supply, given the present arrangements. The current parking configuration severely detracts from the visual quality of Maine Street and hampers circular pedestrian movement. Cabot Street, a town owned road, bisects the parking lot, causing a fragmented internal layout which has been a constant source of problems for Waterfront Maine in marketing vacant space. The circulation patterns are ill-defined, striping is inadequate, and landscaping is virtually non-existent.

MDOT operates a small 26 space park and ride lot on a corner of the site, while CMP has spaces reserved for the fish viewing ladder behind the building. Waterfront Maine is considering the construction of a pedestrian passageway through the building which will enable placement of employee parking spaces behind the property.

A solution which addresses these concerns is sorely needed so Fort Andross can continue to thrive and attract new tenants. MDOT, CMP and Waterfront Maine (the current owners) will need to be involved since there are a multitude of factors which must be considered in making these improvements. A preliminary plan of Fort Andross has been developed that illustrates how these improvements could add over 30 parking spaces to the site. (Figure 10, EXISTING CONDITIONS and Figure 11, REVISIONS TO FORT ANDROSS SITE PLAN). In addition, the basement level may be re-configured into underground parking. Preliminary studies indicate that the column spacing and structural mass may support this concept.

Pedestrian access in the area of the "Pool Table" will need to be evaluated in coming years. A key question is whether the diversion of traffic to the bypass will enable the traffic light to become functional. This would enable the creation of cross-walks and safer traffic movements. In addition, this could allow for the reconfiguration of the on-ramps to Maine Street and the possibility of a left hand turn lane from Route One south to Maine Street.



The plan makes the following recommendations for site plan improvements:

- Reduce the number of access points.
- Realign Maine Street on the east side of the Fort to allow better sight distance looking left (north) for traffic exiting the parking lot onto Maine Street.
- Provide a well marked entrance for left turning traffic off Maine Street.
- Work with the Town to relocate and/or eliminate Cabot Street, incorporating the land into the parking scheme.
- Provide access into the site from the exit onto Route One.
- Permit right-hand egress only on Maine Street.
- Work with MDOT to relocate the spaces now reserved for the Park and Ride lot.
- Encourage the development of interior parking within Fort Andross. Waterfront Maine should visit the Knox Mill in Camden, where MBNA used the lower floor(s) of a similar structure to provide parking in their recently renovated corporate headquarters.
- Planning for the parking area should consider the possibility of extending the exit ramps from Rte. One southbound onto Maine Street.



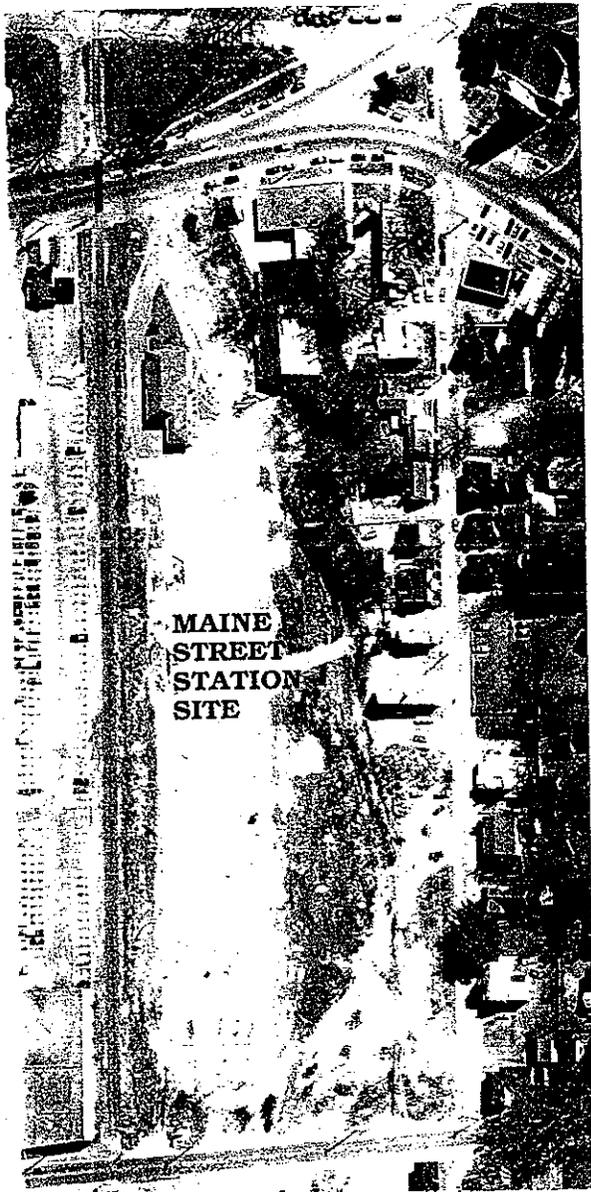
MAINE STREET IMPROVEMENTS FROM FORT ANDROSS TO THE POOL TABLE

When Route One was constructed several generations ago, it produced a severe rip in the fabric of downtown Brunswick. While the traffic on Maine's major north-south coastal route is not visible, its presence is felt everyday. The Steering Committee recommends a number of actions to bridge the space between Fort Andross and the 'rest of Maine Street'.

- Extend brick sidewalks and pedestrian lighting over Route One to help to visually tie Fort Andross into the rest of Maine Street.
- Incorporate flags, banners and artwork in locations that are highly visible from Maine Street.
- The Town, in conjunction with MDOT, should evaluate the feasibility of developing the air rights over Route One in order to extend the Maine Street fabric to the Fort Andross parking lot.
- Mill Street, from Maine Street to Pleasant Street, is an important component of the downtown area. The length of the street should be studied for ways to upgrade its visual image and provide a better edge/gateway into Brunswick.

MAINE AND SCHOOL STREET

The 1983 plan called for the reorganization of the intersection of Pleasant Street, Maine Street and School Street. The current plan recommends that these improvement be made. The major change to the earlier plan is to keep School Street one way westbound, allowing traffic to continue on out to Maine Street. The most critical parts of the new plan are the extension of the Town Mall to the north, terminating at Pleasant Street, incorporating the temporary parking on the north side of School Street into the new design, and providing limited parking on the east side of Maine Street. See Figure 12, MAINE STREET AT PLEASANT STREET/SCHOOL STREET.



MAINE STREET IMPROVEMENTS, FROM PLEASANT STREET TO BOWDOIN COLLEGE

The 1983 plan called for a continuation of the streetscape treatment between Pleasant Street and Bowdoin College. Figure 5 illustrates a typical landscape approach for the west side of Maine Street that will help to unify downtown Brunswick and establish a stronger physical connection with the college.

MAINE STREET STATION

The six acre Maine Street Station parcel is the last undeveloped piece of property in the downtown area. In the late 1980s the Brunswick Planning Board approved a mixed use complex of buildings with over 115,000 square feet of commercial space. The project was started but was never completed. Most of the site still remains undeveloped, with several foundations emerging from the vacant lot. The Midcoast Credit Union was the only portion of the plan that was actually built. The property is currently for sale.

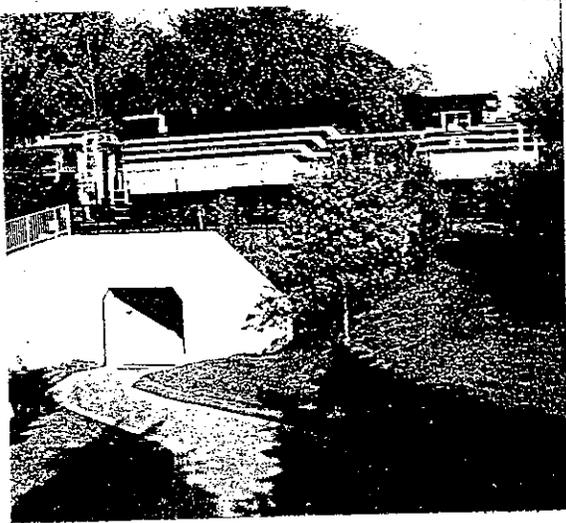
The site is critical for the future success of downtown. It is located within the southwestern quadrant of Brunswick's commercial district, which has many disruptions to its fractured streetscape. The creation of successful pedestrian, vehicular, and bicycle linkages - through, into, and around the site - could bridge the gap necessary to reclaim this portion of downtown.

A detailed conceptual plan has been developed to demonstrate how the property could provide a much needed boost to the vitality of Maine Street (see Figure 13, MAINE STREET STATION CONCEPT PLAN). The plan shows how the property could be divided into logical, meaningful phases that address the need for downtown parking, existing land uses, circulation patterns, a design vision for Maine Street, economic forces, future rail service, and pedestrian connections.

The plan is advisory in nature only. It is not meant to mandate a design that must be implemented by the private sector through regulation.

Passenger Rail Opportunities of State Wide Significance. Maine Street Station has the potential to be a critical link in Maine's future transportation plans. The State of Maine, through the Northern New England Passenger Rail Authority, is in the process of negotiating Amtrak service from Boston to Portland. While the funding is in place, the State has not yet completed negotiations of the details with Guilford Transportation, Inc., the company that owns the tracks.

As indicated on Figure 14, RAIL NETWORK MAP, Brunswick is at the crossroads of Central Maine's rail network. All lines from Brunswick to points north, east, and west are owned and controlled by the State of Maine. The issue of passenger rail in Maine has been taken seriously by the Department of Transportation. MDOT is currently developing a state-wide passenger transportation plan which will specifically address the issue of bringing passenger rail from Portland to Brunswick.



While no firm commitments are in place to extend passenger rail service to Brunswick, the Steering Committee strongly recommends that the site plan for Maine Street Station should anticipate the development of a train station at some future date. The plan for the site should not foreclose any opportunities that may exist for the town and the region in the future. The Committee feels that the rail component and the related possibilities have the potential to enhance the long-term value of the property and the vitality of the Brunswick area.

Design Concept. The site plan is designed to reinforce the traditional development patterns of the downtown, while accommodating a future train platform, a mixed-use rail station, and other related uses. The concept calls for a phased approach, with a realistic understanding that Maine Street Station will be built over several years.

The entire site should be tied together by well-landscaped, well-lit pedestrian walkways connecting Maine and Union Streets, the 55+ Center, Noble Street, and the Shop 'N' Save on the north side of the railroad tracks. The result should be new development that is oriented toward the existing public street pattern while providing full and inviting access to all forms of transportation.

There are three key portions of the site which could be subdivided, sold and developed separately:

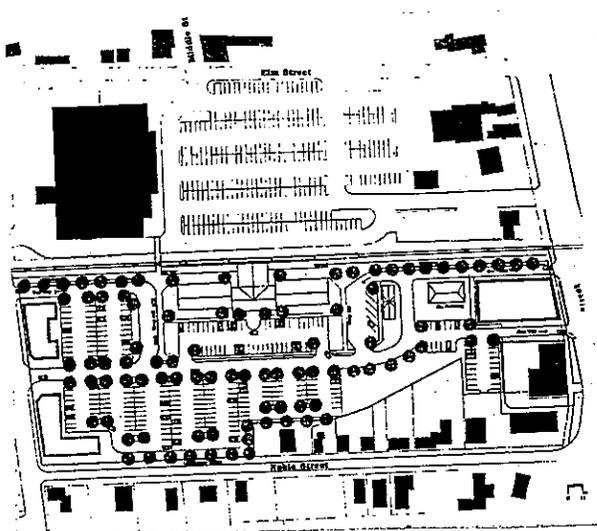
- I - Union Street Frontage
- II - Central Core
- III - Maine Street Frontage

Each of the segments should be viewed as an integral part of the overall plan, while being able to be developed as individual elements. The Committee urges the establishment of design guidelines for the entire parcel which would ensure a high level of architectural and landscape quality in a form that is compatible with the existing Maine Street character.

Section I is the westerly portion of the site with frontage on Union Street. The plan envisions two mixed-use buildings oriented to the street. The bottom floors could have retail space, while the upper floors could contain either offices or apartments. The design of the buildings should be similar to those found in the downtown area and as indicated in Brunswick's newly adopted design guidelines. The architecture should re-establish the traditional lines and scale of Union Street, while forming a gateway into Maine Street Station. These two buildings could have a footprint of 5,000± square feet each, with a maximum total floor area of over 20,000 square feet.

Section II is the core of Maine Street Station. The plan envisions a large, architecturally distinctive structure with a footprint of about 20,000 square feet. The building could contain mixed retail, entertainment, residential and office uses. It should be designed to be expanded into a true intermodal transportation facility, with a train station and platform (which is incorporated into the design), a taxi drop off, bus waiting area, and bicycle rental facilities. Vehicular access would be from Union and/or Maine Street.

This part of the site also has the greatest potential for municipal uses. There is a severe parking shortage within the southern portion of Maine Street, particularly during off peak times, due largely to the churches, Maine State Music Theater, the farmers market, the 55+ Center, and the museums. This shortage is contributing to the deterioration of the fringes around the Mall as well as the area around the Bath Road and Cleveland Street intersections. As designed, this portion of Maine Street Station could add up to 80-100 new spaces which could accommodate overflow traffic in upper Maine Street during off peak hours.



Section III contains the Maine Street frontage and is the home of the existing credit union building. Key to the success of the entire effort is the re-establishment of the traditional streetscape along Maine Street. This plan proposes a multi-story structure with a 9,500 square footprint situated directly on Maine Street. This building could contain retail or entertainment space at the ground level, with offices or residential use above. The site plan should provide a much needed pedestrian link from Maine Street to the interior of the property.

Vehicular circulation must be designed with care to avoid conflicts with Maine Street. The plan indicates a one-way road in off Maine Street adjacent to the railroad tracks that would provide easy access to the train station complex. In order to avoid a bottleneck at the tracks, the plan recommends a right-turn only exit onto Maine Street.

The credit union has indicated that it may desire to have its existing building removed and to occupy one of the spaces in the new structure. The construction of this section would also require the demolition of the redemption center and the small ice cream parlor buildings off Maine Street.

BRUNSWICK MALL AND PARK ROW IMPROVEMENTS

The 1983 plan called for a number of improvements to the Brunswick Mall. Under the able direction of several of Brunswick's citizens, a tree planting program was initiated to start to recreate the sense of leafy enclosure that the Mall was noted for. The current plan recommends that the earlier plan continue to be carefully implemented, with sensitivity to the Mall's prominence in the community.

UPPER MAINE STREET/BATH ROAD/FIRST PARISH CHURCH AREA

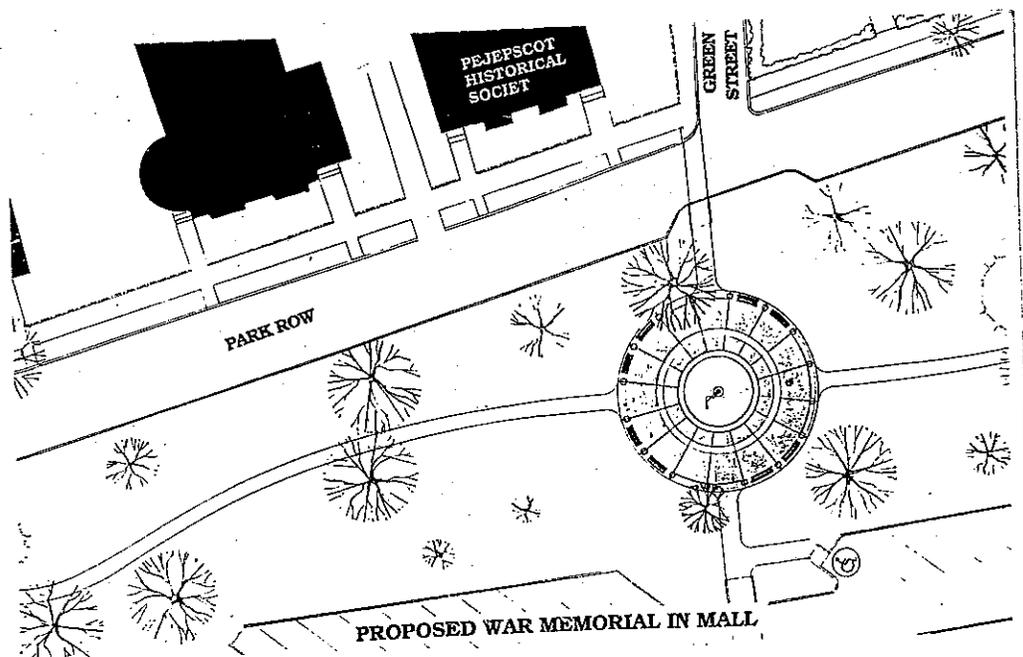
The redevelopment of the Upper Maine Street / Bath Road intersection must meet several key objectives:

- to allow a smooth flow of traffic to continue around First Parish Church, given the traffic volumes anticipated after the Bypass is opened
- to allow safe pedestrian movement around First Parish Church and from Maine Street into Bowdoin College
- to minimize the amount of pavement surrounding First Parish Church and create a stronger visual link between Brunswick Mall and the college

- to minimize disruption of existing on-street parking
- to accommodate current traffic patterns on the side streets (e.g., Cleveland, Noble, and Park Row)
- to increase safety at the entrances to Bowdoin College
- to provide a connection between lower and upper Park Rows for pedestrians and bicyclists.

The recommendations shown on Figure 15 (NEAR TERM PLAN) are designed as temporary modifications to address existing conditions. These include reduction in paved surfaces, painted crosswalks, textured concrete dividers, signage, additional landscaping, and other measures designed to direct traffic in a safe, orderly fashion while preserving parking where possible.

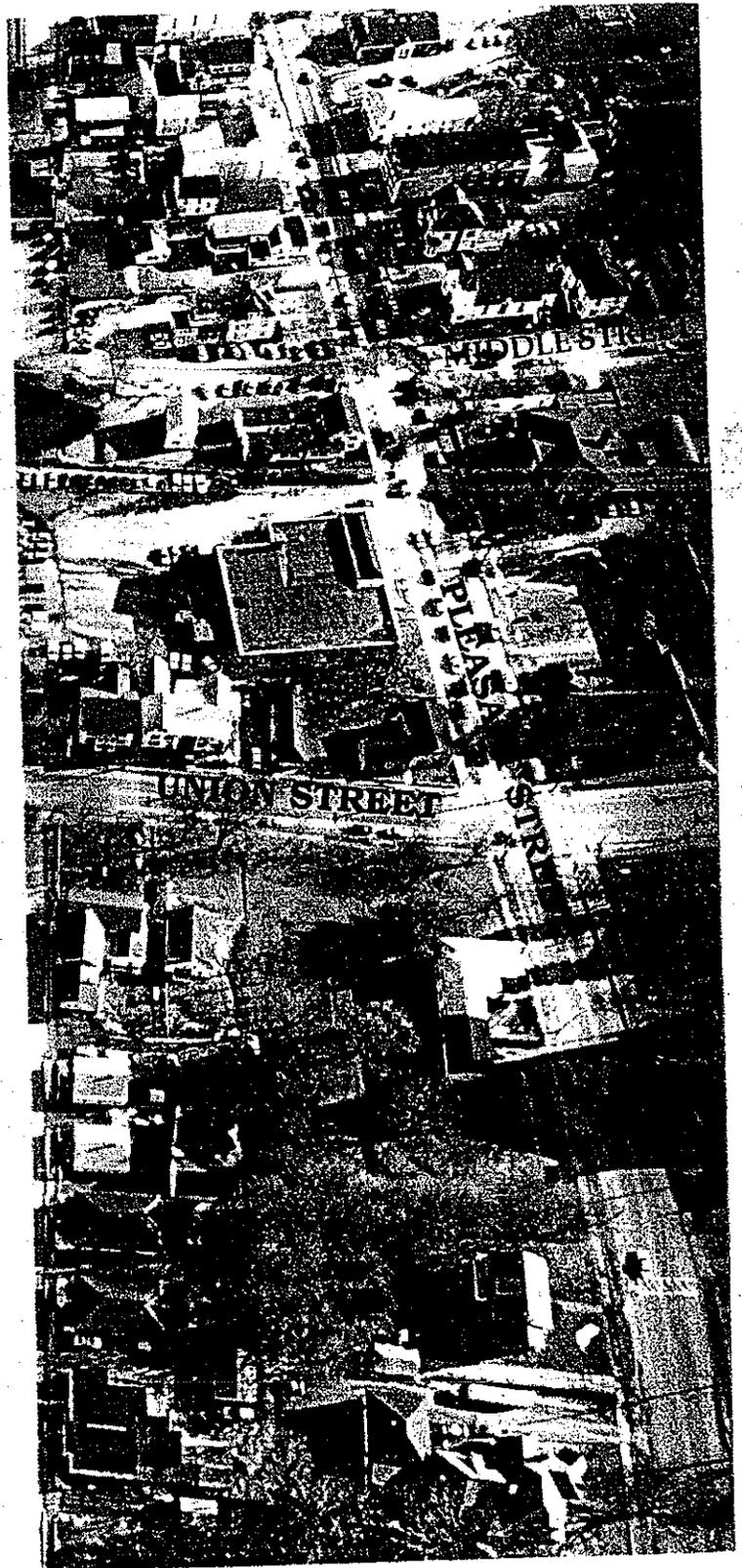
The ultimate solution to the traffic movement around First Parish Church will have to wait until after the Topsham-Brunswick Bypass is opened. Once this happens the Town and MDOT should evaluate the impact of the bypass and judge whether or not additional traffic will be using this route due to the reduction of traffic. Figure 15 illustrates one scenario for simplifying the intersection and improving pedestrian and bicycle safety.



PLEASANT STREET

Pleasant Street is the inner gateway to Downtown. Pleasant Street from Cushing to Maine Street is included within the study area for capital improvements programming. The Steering Committee recommends a relatively simple streetscape consisting of uniform sidewalks, crosswalks, treatment of utility lines, and landscaping in this area.

For purposes of planning improvements, Pleasant Street is divided into two distinct components: from Maine Street to Union Street, and Union to Cushing Street. The former section emphasizes the important civil and commercial buildings - churches, the Post Office, the Library, banks - while the latter segment emphasizes the church/school and the more residential character. These recommendations are illustrated in Figure 16, PLEASANT STREET IMPROVEMENTS: MAINE TO CUSHING.





← Maine Street Station

Upper Maine Street
& Bath Road
Intersection

Brunswick Mall
& Park Row
Improvements

Maine St.
Improvements
Pleasant St. to
Bowdoin College

Pleasant Street
Sidewalk
Improvements

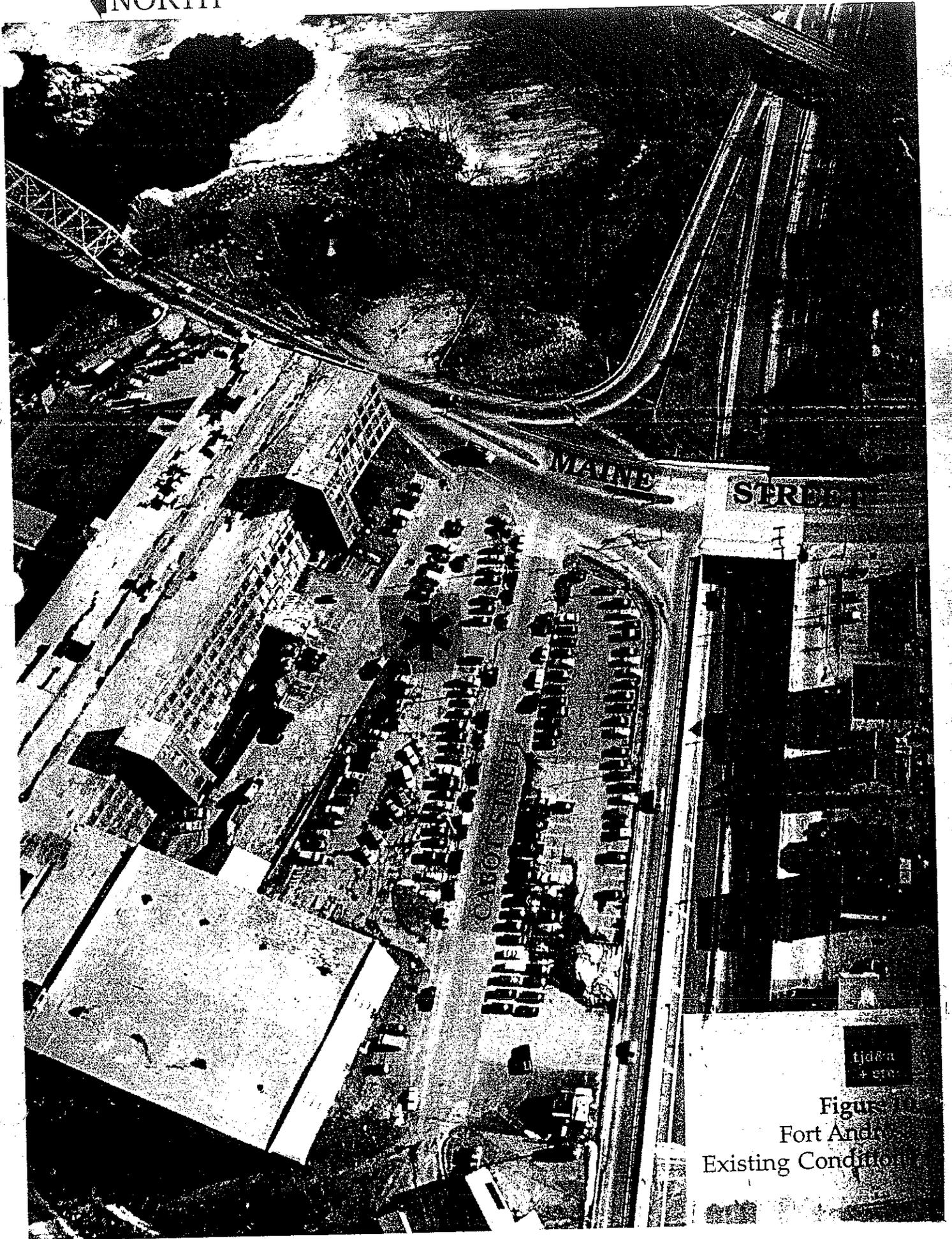
Maine Street
Improvements
at School Street

Fort Andross
Site Improvement

Maine Street
Improvements
Fort Andross to the
Pool Tabley Mill St.

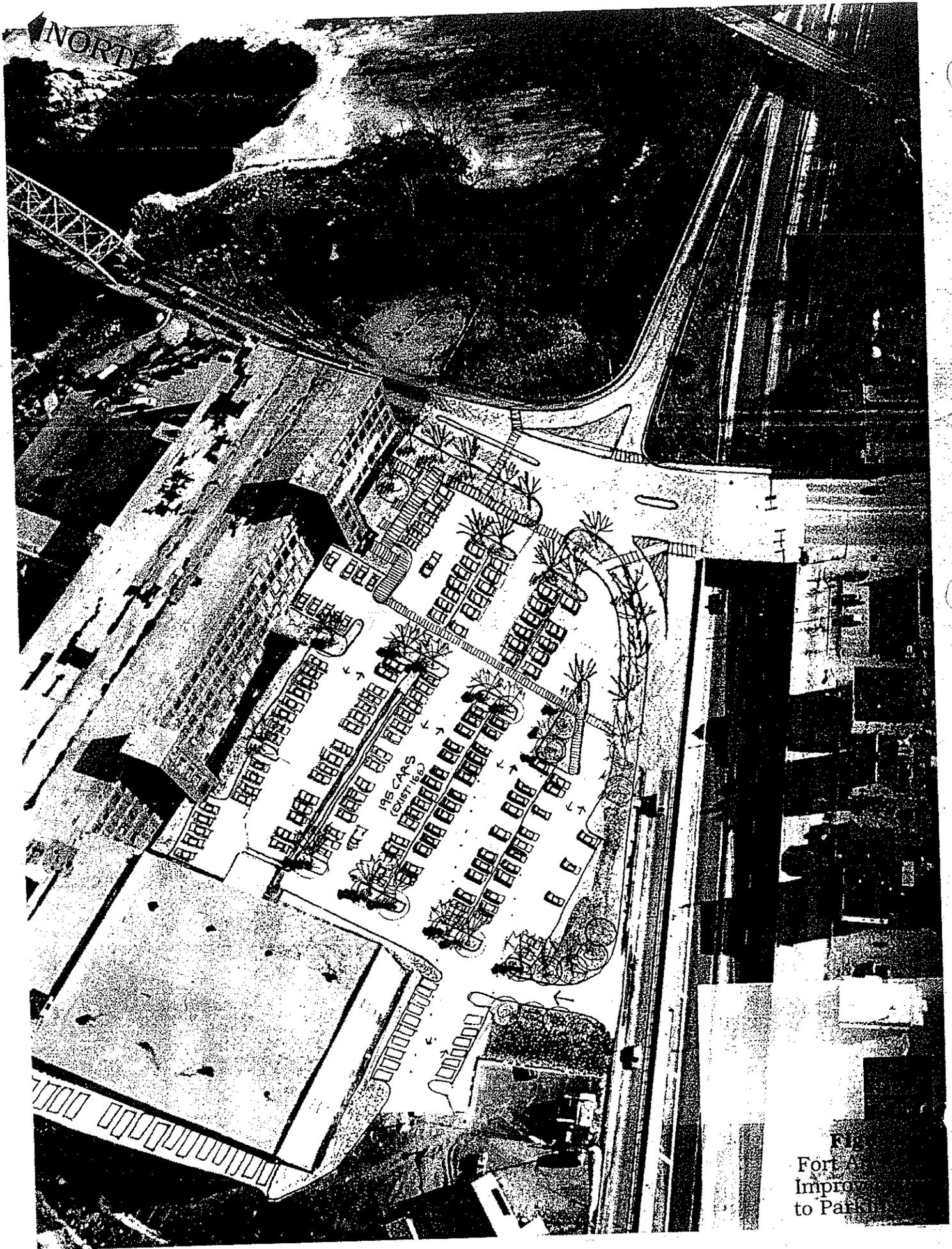
USDA
Target Area
Figure 8

◆ NORTH

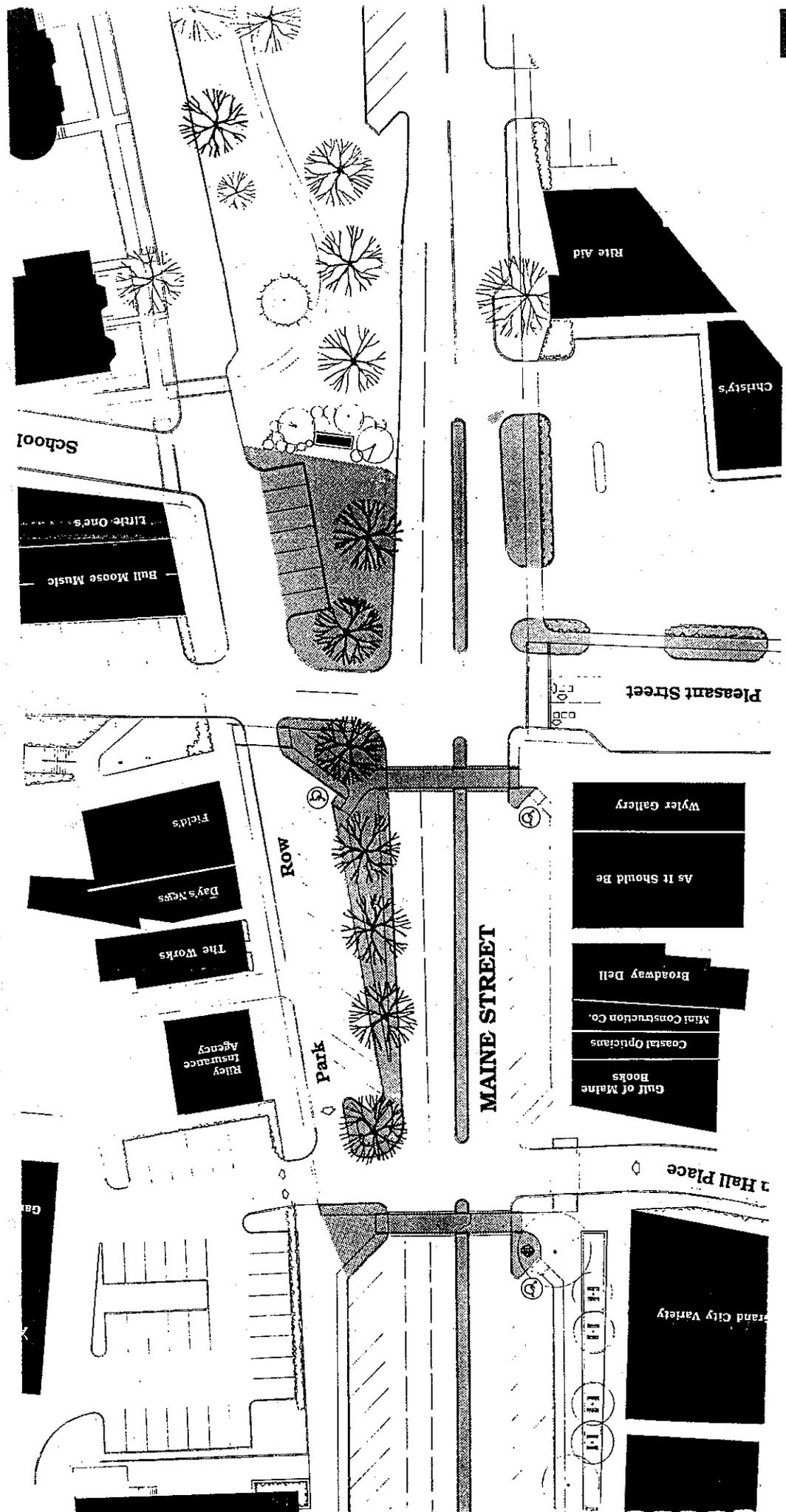


tj&n
+ arc

Figure 1
Fort Ancker
Existing Conditions



Fort
Impro
to Paris



idea etc

Figure 12
Maine Street at
Pleasant St./School St.

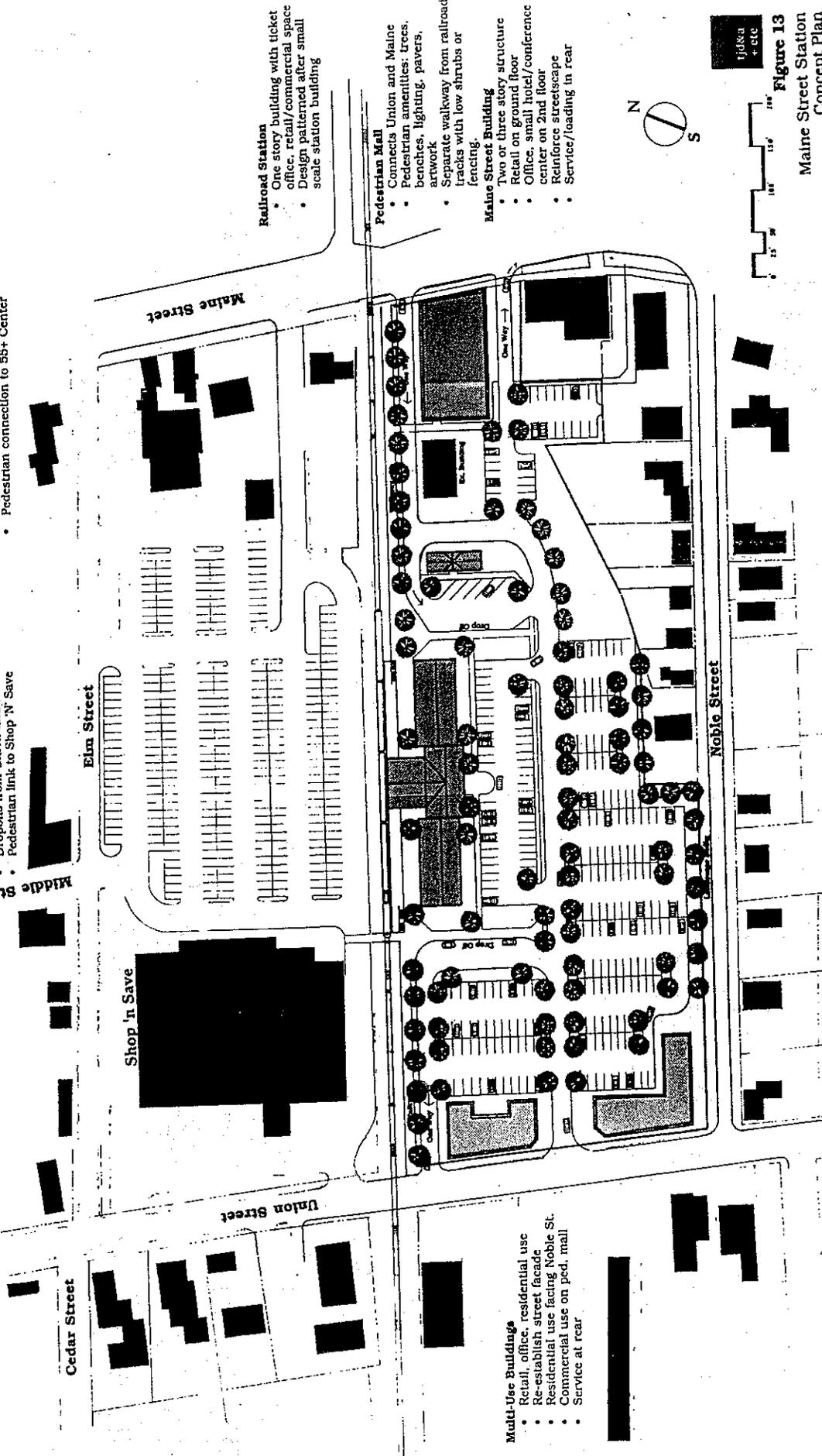
← NORTH

Proposed Improvements

- SECTION I**
- Commercial/Residential Development
 - Scaled to respect Union / Noble Street neighborhoods
 - Buffered with trees, shrubs, walls

- SECTION II**
- Railroad Station complex
 - Eyecatching architecture— a focal point for Maine Street Station
 - Parking for railroad/municipal/ commercial users
 - Dropoffs from Union and Maine
 - Pedestrian link to Shop 'n Save

- SECTION III**
- Infill building on Maine Street
 - Acquisition of redemption center / ice cream parlor and possibly credit union
 - One way access in off Maine Street adjacent to RR tracks
 - Right-turn out only
 - Pedestrian connection to 55+ Center



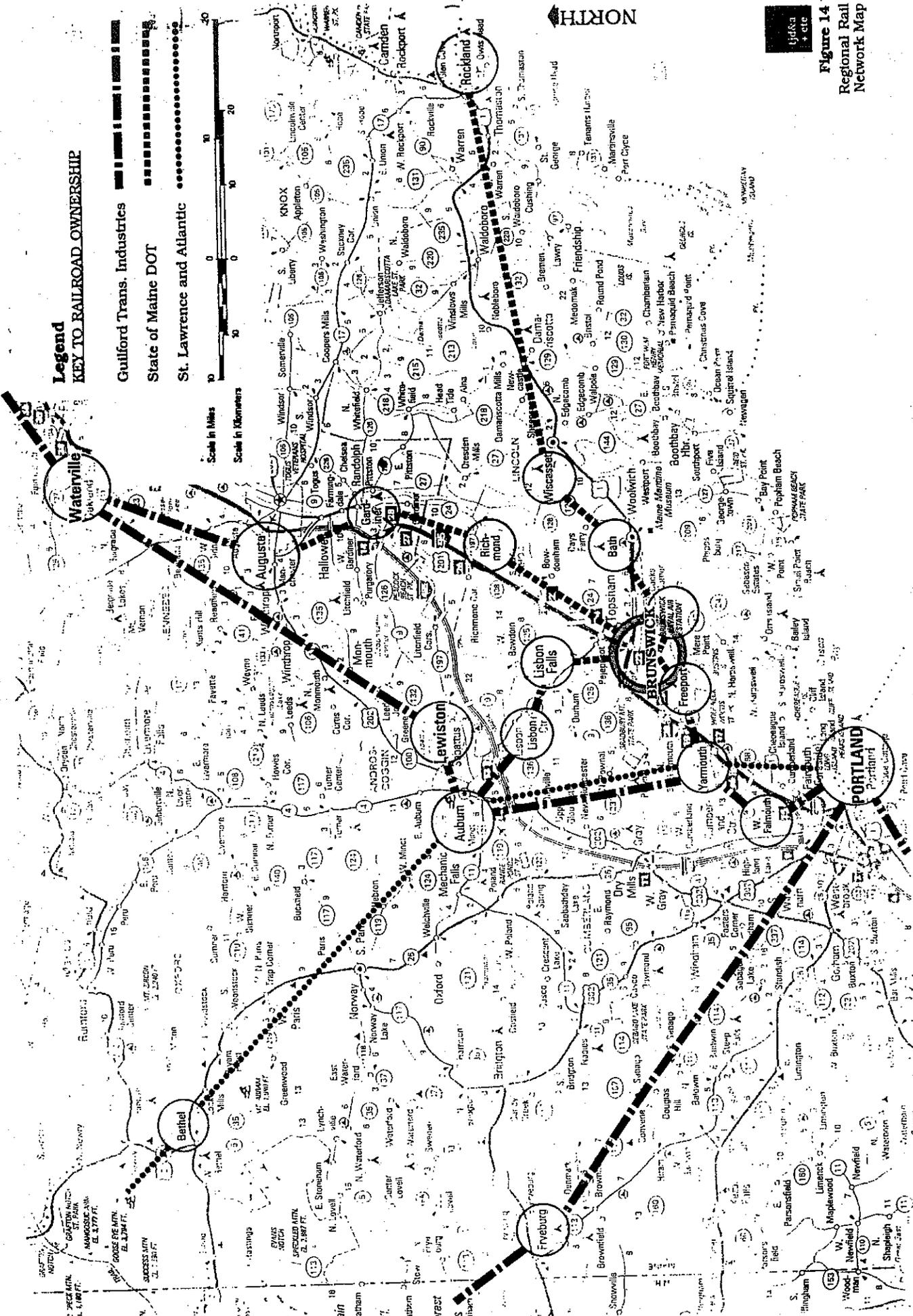
1/2" = 1' - 0"

Figure 13

Maine Street Station
Concept Plan

Terrence J. DeWan & Associates,
Landscape Architects & Planners
May 16, 1996

Maine Street Station Brunswick, Maine



Legend
KEY TO RAILROAD OWNERSHIP

- Guilford Trans. Industries
- State of Maine DOT
- St. Lawrence and Atlantic

Scale in Miles 0 10 20 30
 Scale in Kilometers 0 10 20 30

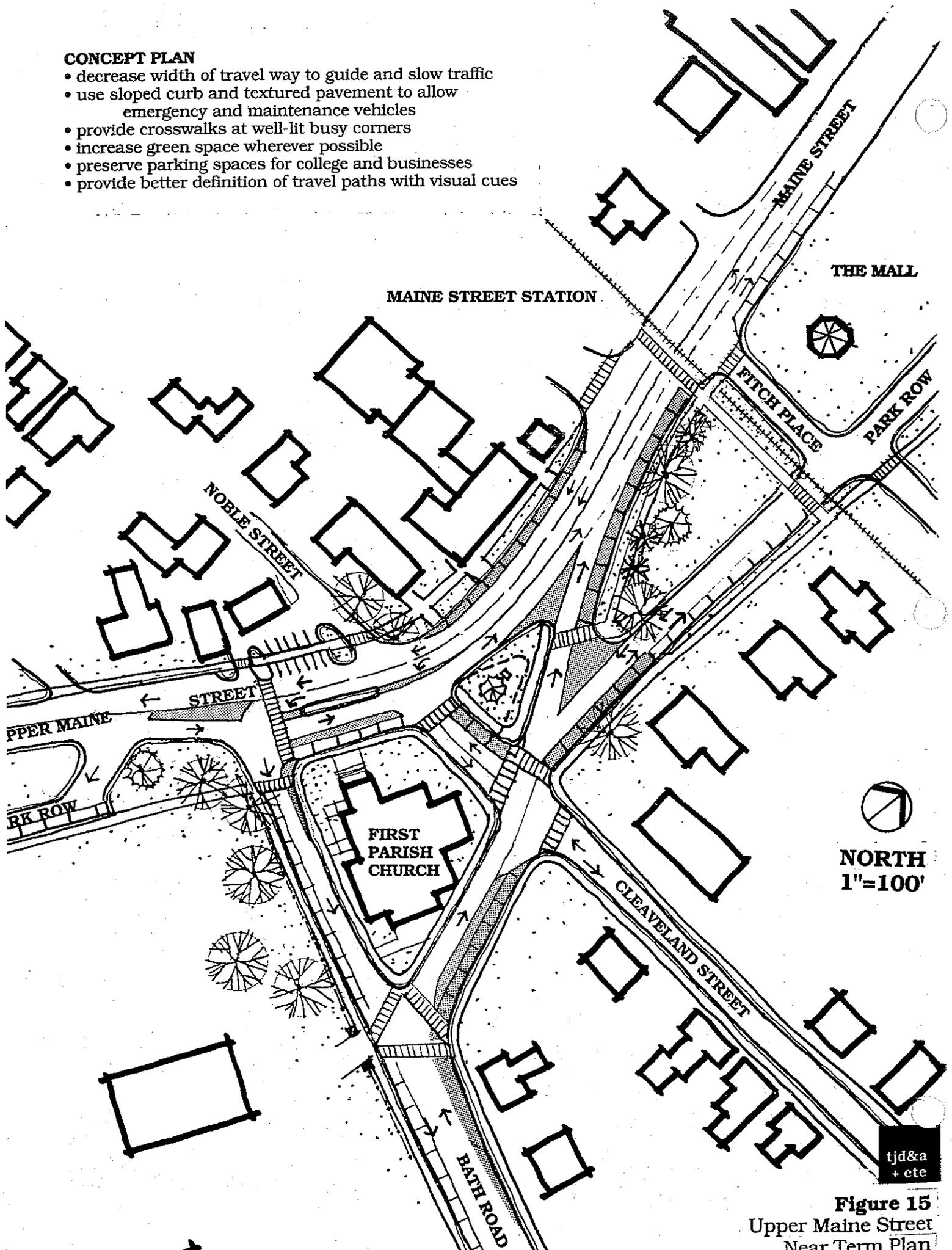
NORTH

Figure 14
Regional Rail Network Map



CONCEPT PLAN

- decrease width of travel way to guide and slow traffic
- use sloped curb and textured pavement to allow emergency and maintenance vehicles
- provide crosswalks at well-lit busy corners
- increase green space wherever possible
- preserve parking spaces for college and businesses
- provide better definition of travel paths with visual cues



THE MALL

MAINE STREET STATION

FITCH PLACE

PARK ROW

NOBLE STREET

STREET

UPPER MAINE

PARK ROW

FIRST PARISH CHURCH

CLEVELAND STREET

BATH ROAD

NORTH
1"=100'

tjd&a
+ etc

Figure 15
Upper Maine Street
Near Term Plan

UNION STREET

raised intersection

texture

neckdown

LIBRARY

POST OFFICE

MIDDLE STREET

PLEASANT STREET

concrete paver sidewalks with granite curbs

raised concrete paver crosswalks and intersection

grass esplanade with shade tree infill plantings

sidewalks continue across driveways

curb cuts defined at large parking areas

KEY

Shade Trees

Existing

Proposed

Crosswalks

Grass Esplanade

NORTH

MAINE STREET

tjd&a +.etc

Figure 16
Pleasant St.
Sidewalk Improvements:
Maine Street
to Cushing Street

Brunswick Pride: Private Improvements in the Public Landscape

Planning and Architectural Design
Furnishings, Signage, and Utilities

BRUNSWICK PRIDE: PRIVATE IMPROVEMENTS IN THE PUBLIC LANDSCAPE

During the course of the study the Steering Committee spent a considerable amount of time walking downtown, reviewing the work that had been completed since the 1983 plan, and taking note of existing conditions.

Traditional development for Maine Street consists primarily of two and three story wood frame and brick buildings with retail space on the first floor. Building facades have traditionally been at the front lot line, creating a strong, unified edge to the downtown. In various points, particularly on the west side of Maine Street from Pleasant Street to Bowdoin College, there are numerous disruptions to this pattern where more suburban models of development have been allowed (i.e., off-street parking in front, buildings set back). The development of Route One disrupted this pattern by wholesale removal of blocks of Maine Street's commercial buildings between Mill Street and Fort Andross.

The following recommendations have been developed from these efforts and are meant to fine tune a very attractive, functional streetscape and to reinforce the historic development patterns of downtown Brunswick.

Many of these suggestions apply to private properties in the downtown area and may not be covered by Town ordinances. The Committee recommends that the Brunswick Intown Group be responsible for working with the public and private sectors toward a common goal of upgrading the appearance of the whole of downtown. In addition, the Committee recommends that the Village Improvement Association continue their annual May Basket Awards to commemorate members of the business community who have upgraded the exterior appearance of their building.

PLANNING

- When the corner of Maine and Pleasant Street is redeveloped, the Town should work with the owner/developer to ensure that the corner is once again restored with a building that extends to the front setbacks and encourages pedestrian activity.
- Landscaping and streetscape treatments for any new downtown development should be reviewed for visual compatibility with the materials already in use on Maine Street.



ARCHITECTURAL DESIGN

- Design standards should be applied to new development on Maine Street.
- In general the use of franchise architecture is out of character with downtown Brunswick and should not be allowed. Most retail/restaurant chains that want to be in historic areas can be convinced of the sensitivity of the cultural environment and are willing to modify designs or to hire local architects to develop appropriate solutions.
- Property owners should evaluate their public facades to determine how they could present a better public face. The Steering Committee noted several buildings that had 'improvements' – in the form of awnings, window treatments, outdoor display areas – that detracted from their architectural integrity.

- Additional development and redevelopment on the west side of Maine Street between Pleasant Street and Noble Street should respond to the historic land use patterns of the rest of Maine Street: i.e., giving the appearance of two or three story wood frame or brick buildings with ground floor commercial space.
- New development in the downtown must be sensitive to historic styles and development patterns. The National Maine Street Center of the National Trust for Historic Preservation can offer consultation in this regard.
- Restoration of the historic downtown buildings – such as the Lincoln and Tondreau Buildings – should be undertaken by property owners with assistance from the Maine Historic Preservation Commission and other historic preservation entities.

FURNISHINGS

- The installation of hanging pots of flowers, flower beds, and tree planting should be strongly encouraged throughout the downtown area.
- The installation of petunias in the Maine Street median strip has been highly successful in adding color and interest to the downtown. The Town should continue to support the Village Improvement Association's efforts and look for areas to expand the plantings if possible.
- The use of private trash receptacles should be avoided.



- The use of heavy-duty highway guardrails in the downtown area should be re-examined by property owners and/or MDOT. Where possible, they should be replaced with low stone walls or timber railings.
- The use of chain link fencing should not be allowed on or adjacent to Maine Street.

SIGNAGE

- Each property owner should review his/her own signage for appropriateness, condition, and design. The Committee noted that several signs seemed out of scale with their building, and others showed sign of wear and age. Several signs have been installed which cover up significant architectural features such as second floor windows.
- The Town should develop incentives to help property owners make improvements to signage and building facades.

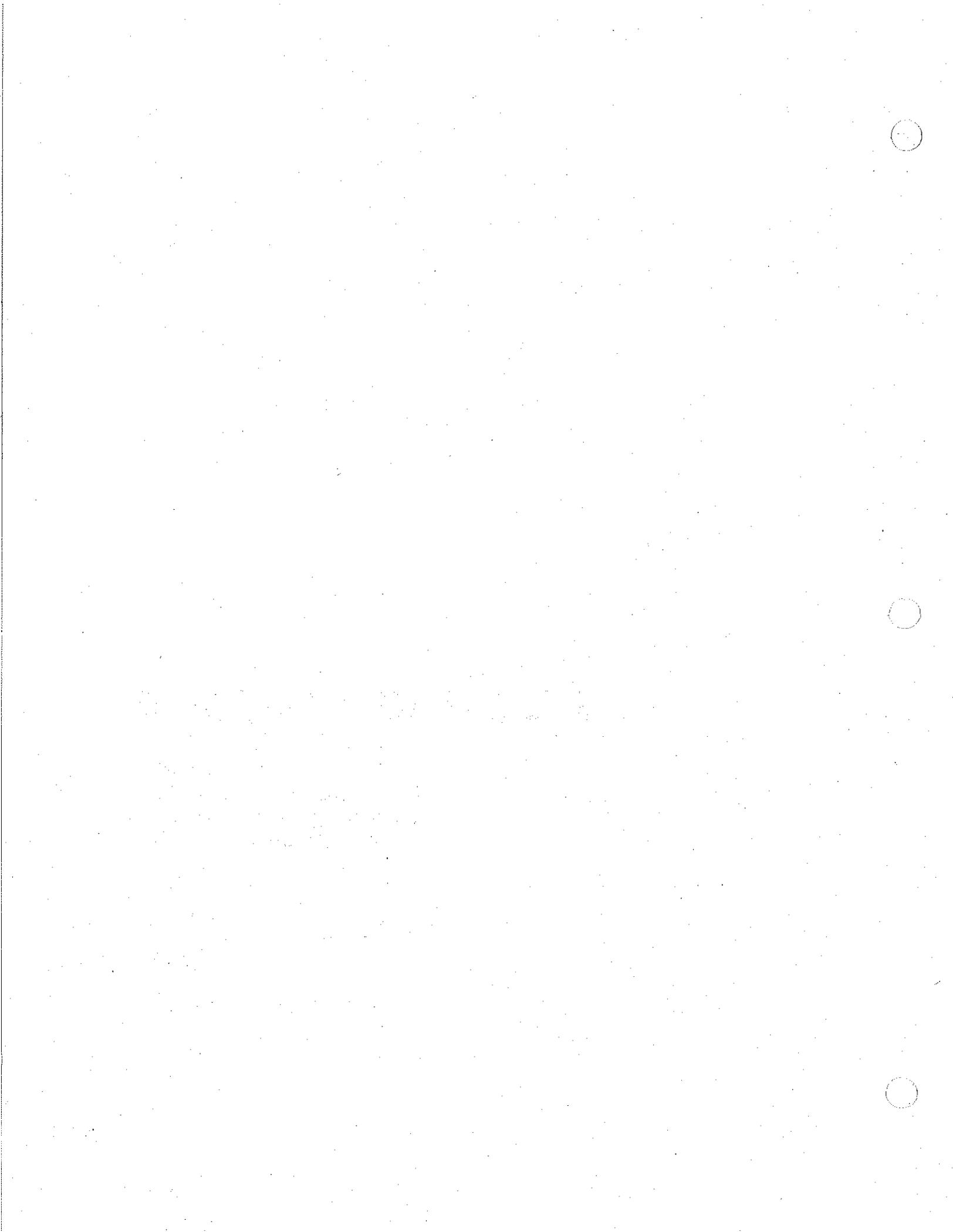


UTILITIES

- The utility lines from Pleasant Street to Bowdoin College should be re-routed or placed underground.
- Several properties have stray utility and/or sign poles which contribute to the general clutter and should be removed.

Implementation

Financing
Preliminary Opinion of Cost
Marketing/Public Relations
Capital Improvement Plan



out now may be possible to implement later. As programs change or physical plant is altered or enlarged, new "barriers" may need to be identified and corrected as they arise. Tax incentives [if applicable] are available to help absorb costs over several years; low interest loans are also available for costs associated with the removal of barriers.

DISCLAIMER

Please be advised that Alpha One's opinion and recommendations on this particular project in no way absolves the Town of Brunswick of its own legal obligation and liability for compliance with the applicable regulations. Also, Alpha One will not be held responsible for or a party to any complaints filed against the Town of Brunswick. We do believe however, that if the recommendations listed within this report are followed, a good faith effort by all parties to make the project accessible to individuals with disabilities was undertaken and that the likelihood of a successful complaint being filed against the town would be very remote.

End of Report

Report documentation, research and recommendations by:

Denis R. Pratt, AIA
Architect/Access Specialist

Alpha One, South Portland

REPORT SUMMARY AND FOLLOW-UP

This limited scope survey and evaluation has identified accessibility barriers and solutions within an existing area controlled by a local municipal government in order to meet obligations under Section 504 and Title II of the ADA. The recommendations in this report are based on ANSI, UFAS and ADAAG design requirements for new construction.

Now that our report and recommendations are in hand, the next steps to be undertaken to evaluate physical accessibility in the existing downtown area of Brunswick are as follows:

- 1) **Summarize Barriers and Solutions.** Consider the barriers and solutions listed with your own program accessibility evaluation, and add your own ideas. Consult with a design professional and/or an access specialist (if necessary) to technically develop barrier removal solutions; with building contractors and equipment suppliers to acquire estimated costs for making the modifications.
- 2) **Make Decisions and Set Priorities.** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a cost amenable to the town. Prioritize the items you decide upon and make a time line for carrying them out. Where the removal of certain barriers is considered an undue financial or administrative burden, you must pursue alternatives to structural changes for achieving access. This determination can only be made by the responsible decision maker within the town government and in written form outlining the reasons for reaching that conclusion.
- 3) **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.
- 4) **Make Changes.** Implement changes as planned. Always refer directly to ADAAG or UFAS and your state and local codes for complete technical requirements before making any access improvements. If you need help understanding the federal, state or local requirements, contact Alpha One or another qualified access consultant or design professional.
- 5) **Follow Up.** Review and up-date your Transition Plan each year to re-evaluate and determine whether more improvements can be implemented or adjustments have to be made.

The process of determining what changes are required to meet program accessibility requirements of Title II and Section 504 is not a one-time effort; the process will not be "finished" when the self-evaluation is over or when the last piece of the transition plan has been implemented. Access and barrier removal should be re-evaluated annually. Barrier removal that might be difficult to carry

- provide a schedule for making the access modifications; provide a yearly schedule for making the modifications if the transition plan is more than one year long
- indicate the public official responsible for implementation of the transition plan

The regulations require that the public entity provide an opportunity for people with disabilities and other interested individuals or organizations to review and comment on the transition plan as well as the self-evaluation. As discussed previously, public entities may find it more useful to involve people with disabilities and/or disability expertise earlier on in the planning process. When the transition plan is completed, it must be made available for public inspection on an on-going basis.

The transition plan should have been developed by July 26, 1992. Any structural changes outlined in the transition plan were supposed to have been completed by January 26, 1995; however, the regulations encourage public entities to make the structural changes as expeditiously as possible.

SUMMARY: TITLE II REQUIREMENTS & EFFECTIVE DATES

Title II Requirements:

<u>Action Step</u>	<u>Size of Entity Required to Comply</u>
1. Designate a Responsible Employee	50 or more employees
2. Provide Notice	All entities
3. Establish a Grievance Procedure	50 or more employees
4. Conduct a Self-Evaluation	All entities
5. Develop a Transition Plan	50 or more employees

Effective Dates:

<u>Title II Requirement</u>	<u>Effective Date</u>
1. Designate a Responsible Employee	Required as of Jan. 26, 1992
2. Provide Notice	Required as of Jan. 26, 1992
3. Establish a Grievance Procedure	Required as of Jan. 26, 1992
4. Conduct a Self-Evaluation	Completed by Jan. 26, 1993
5. Develop a Transition Plan	Completed by July 26, 1992
6. Complete Structural Changes	Completed by Jan. 26, 1995

The Self-Evaluation:

All public entities---regardless of size---must conduct a self-evaluation.

The self-evaluation is a comprehensive review of the public entity's policies and practices, including communications and employment as well as the policies and practices for all services, programs, and activities. Through the self-evaluation, the public entity must:

- 1) Identify any services, policies or practices that discriminate against or exclude people with disabilities; and
- 2) Modify all services, policies and practices that are discriminatory or exclusionary.

The self-evaluation should have been completed by January 26, 1993. However, public entities have been liable for any discriminatory policies or practices since January 26, 1992. Therefore, if discriminatory policies or practices are identified during the review process, these should be modified immediately.

The regulations require that the public entity provide an opportunity for people with disabilities and other interested individuals or organizations to review and comment on the self-evaluation. However, the Department of Justice strongly encourages governmental entities to involve people with disabilities earlier on in the planning process. Public entities with fifty or more employees must keep the following self-evaluation information on file and available to the public for at least three years:

- a list of interested persons consulted about the self-evaluation
- a description of the areas examined and any problems identified
- a description of any modifications made

Developing a Transition Plan:

Public entities with fifty or more employees must develop a transition plan when structural changes to existing facilities are necessary in order to make a program, service, or activity accessible to people with disabilities. However, all public entities---regardless of size---may find a transition plan useful whenever structural changes are required to bring the organization into compliance.

The transition plan is a written plan describing the structural changes necessary to bring the existing facilities into compliance with Title II. The regulations require that, at a minimum, the transition plan:

- identify physical obstacles that limit the accessibility of the public entity's programs, services, or activities to people with disabilities
- describe the methods to be used to make the facilities accessible

employees go into effect on January 26, 1992, along with the rest of the Title II protections.

Telecommunication:

Public entities that substantially communicate by telephone with the public must provide equally effective communication to individuals with disabilities, including hearing and speech impairments. If telephone relay services, such as those required by Title IV of the ADA, are available, these services generally may be used to meet this requirement but TDD's are preferred.

Communications:

A public entity must ensure that its communications with individuals with disabilities are as effective as communications with others. In order to provide equal access, communication support can be provided through two primary means:

- 1) communications that are structural in nature
- 2) auxiliary aids and services

Structural communications include: audible & visual alarms, tactile signage, sound amplification systems, FM broadcast systems. Auxiliary aids and services include: qualified interpreters, written notes, large print brochures, Braille, tactile materials, audio tapes, real-time transcriptions, video text displays, amplified and hearing-aid compatible telephones, assistive listening systems, open or closed captioning and caption decoders, flashing alarms, and text telephones or Telecommunication Devices for the Deaf (TDD's).

Auxiliary aids and services for people with cognitive disabilities are also required and include: readers, communications assistants, use of clear, concise language, repetition, pictograms, and graphic presentation of information.

Title II Administrative Requirements:

General:

Title II requires that public entities take several steps designed to achieve compliance. These include the preparation of a self-evaluation. In addition, public entities with 50 or more employees are required to....

- 1) Develop a grievance procedure;
- 2) Designate an individual to oversee Title II compliance;
- 3) Develop a transition plan if structural changes are necessary for achieving program accessibility; and
- 4) Retain the self-evaluation for three years.

At steeper grade sidewalks, installing a handrail to serve as a visual and also a physical aid to help people up and down the sloped sidewalk would be useful.

Curb ramps should be installed at the corner of Bath and Maine Street just behind the church and near Bowdoin College.

At the ramp behind the church near Bowdoin college, new round handrails could be installed directly to the existing 2x4 rail in order to make the ramp more accessible; the lower landing should be modified so that it is 5' long and not cut off diagonally by a retaining wall at a planting area. This would require reconstructing the planting bed so that it meets the rear steps perpendicular to the side of the steps; it is now at a diagonal and limits the landing at the bottom of the ramp.

ADDITIONAL CONSIDERATIONS:

Maintenance of accessible features and elements is required by the regulations and must be consistent.

Following the implementation of the above recommended modifications, the Town of Brunswick should review their facilities regularly [yearly] as an on-going effort to improve accessibility to the highest level achievable.

OTHER TITLE II REQUIREMENTS

Maintenance of Accessible Features:

Public entities must maintain in working order equipment and features of facilities that are required to provide ready access to individuals with disabilities. Isolated or temporary interruptions in access due to maintenance and repair of accessible features are not prohibited.

Where a public entity must provide an accessible route from parking, for example, the route must remain accessible and not blocked by snow or compromised by ice or water. Similarly, accessible doors must be unlocked when the public entity is open for business.

Employment:

The regulations for Title II, which apply to all state and local government entities, clarify that such entities are prohibited from discriminating in their capacity as employers regardless of the number of persons they employ. Although Title I of the ADA addresses specifically employment practices of private employers of 15 or more employees, the Department of Justice has stated that the Title II nondiscrimination mandate applies to the employment practices of all governmental entities, even if they employ fewer than 15 people. Moreover, the employment protections for state and local government

lever type or pull type hardware.

The curb ramp at the sidewalk abutting the Route #1 off-ramp is bituminous paving on both sides. There are no visual or tactile warning strips and the curb ramps should be reconstructed in order to provide the correct slope. At the outside or far side walk, a parallel curb ramp is recommended since the depth of the walk does not allow enough space for a ramp with flared sides.

The Fort Andross entrance curb ramp at the parking lot is very steep [at the entrance of the Alberg Ski & Sport Shop]; the walkway up to the doors also appears to be steep enough to require handrails on either side of the walk. There is no level area in front of the doors; this could be corrected by installing an activated door opener along the walk outside, opening the door(s) in advance of the wheelchair user. Parking at the Fort Andross entrance does not include enough access aisle space. Parking should be re-distributed with new access aisles, incorporating van accessible parking.

Where sidewalks dissect traffic islands, instead of raising the pavement to the top of the island, cutting it out so that the walk cuts through the island at the street level is recommended instead.

Tree limbs, banners, or signs protruding into the path of travel should be trimmed back to meet the clearance requirements outlined for protruding objects.

Activated door openers would be recommended at business entrance doors that are recessed into narrow outside vestibules or entries.

At businesses that have alternate [or rear] entrances that are accessible, clear directions as where the ramp is located should be mounted in front of the store, directing persons with disabilities to the accessible entrance.

Door openers are recommended at entrances that have sloped ramps right up to the door with no opportunity for a level area.

Accessible on-street parking is not addressed [and therefore not required] by the regulations; when accessible parking is provided in municipal lots that are not adjacent or near business storefronts, consideration for accessible on-street parking is recommended, although not required.

Reconstruction of the sidewalk and corner curb ramps is needed along Pleasant Street between the Post Office and Maine Street, including new resurfacing or design in sidewalk curb ramps, and clear access to the municipal parking area. New sidewalks should be 48" minimum in width to accommodate wheelchair users and ambulatory pedestrians at the same time.

Where the railroad track crosses the street and sidewalk, install 36" deep tactile warning strips on either side of the track.

OBSERVED BARRIERS to ACCESSIBILITY and SUGGESTED SOLUTIONS:

Based on the regulatory requirements referenced above and existing conditions documented during on-site observations and measurements, the following comments and recommendations are presented to the Town of Brunswick for possible implementation to provide better accessibility in the downtown area.

Work that was done in 1988 needs reconsideration at curb ramps to provide better material contrast at the curb ramp apron. There is a little bit of settling and heaving of the pavers and the curb stones that would also have to be corrected.

Visual cues at accessible crosswalks need to be considered throughout the downtown area. Striping the crosswalks consistent with the regulations where accessible curb ramps exist on either side of crosswalks vs. where crosswalks are located where there are no curb ramps should be different in order to identify "accessible" crosswalks vs. those that are not. A municipality is not required to make every single crosswalk accessible as long as travel distances are not substantially different.

At Coastal Bank, a second handrail is recommended against the wall along a new ramp, and top and bottom handrail projections should be provided; handrail projections at the bottom of this ramp would not be recommended, however, since they would project out into the path of travel of pedestrians using the sidewalk.

In the building at the corner of Mason and Maine Streets, there are five businesses located at the first floor level, approximately 6" to 8" above the sidewalk level. Because of the width of the existing sidewalk, it would be possible to erect a platform the full length of the building connecting all of the businesses a ramp on either end, and to have inter-connecting steps at strategic points along that walk.

Alternative methods of making these businesses accessible would be to perform home delivery at no extra cost, or to install door bells for sidewalk service. Door hardware at the entrance doors to these businesses should be reviewed; existing thumb latch hardware is not accessible unless left in the locked open position. Accessible hardware recommended by the regulations consist of lever type or pull type hardware.

Tactile strips at the corner of Mason Street are a bit too shallow. Tactile warnings should be 3' deep, minimum; at curb ramps, tactile warnings should encompass the entire apron of the ramp; per the regulations. Existing tactile strips are about 30" deep, less the thickness of the granite curbing.

A business located at the corner of Mason Street could have a platform and ramp constructed along side of the building; handrails would not be required if the vertical distance is not greater than 6".

Businesses with doorknob hardware at the front entrances should replace those with

evaluation process, the public entity must:

1. identify any services, policies or practices that discriminate against or exclude people with disabilities; and
2. modify all services, policies and practices that are discriminatory or exclusionary.

The self-evaluation should have been completed by January 26, 1993. However, public entities have been liable for any discriminatory policies or practices since January 26, 1992. Therefore, if discriminatory policies or practices are identified during the review process (and period), these policies or practices should be modified immediately. These factors are described in more detail in the ADA regulations issued by the Department of Justice.

excluded from services, programs, and activities, however, because buildings are inaccessible. It is not necessary to remove physical barriers as long as programs are made accessible to individuals who are unable to use an inaccessible existing facility. Program accessibility can be provided by relocating a service to an accessible facility, providing an aide or personal assistant, or providing services at alternative accessible sites.

10. **Physical Barriers:** Physical barriers at existing facilities must be removed, if removal is the only alternative to providing program access. If not, alternative methods of providing the services must be offered, if they are readily achievable.
11. **Integrated Programs:** Integration of individuals with disabilities into the mainstream of society is fundamental to the purposes of the ADA. Public entities may not provide services or benefits to individuals with disabilities through programs that are separate or different, unless the separate programs are necessary to ensure that the benefits and services are equally effective. Individuals with disabilities, however, have the right to choose to participate in the "regular" program.
12. **New Construction and Alterations:** All new construction and alterations to public buildings or facilities must be readily accessible and in accordance with the Americans with Disabilities Act Accessibility Guidelines [ADAAG] or the Uniform Federal Accessibility Guidelines [UFAS].
13. **Curb Ramps:** Title II requires that when new streets, roads, or sidewalks are built or altered, they must contain curb ramps or sloped areas wherever they intersect. To promote both efficiency and accessibility, public entities may choose to construct curb ramps at every point where a pedestrian walkway intersects a curb. However, public entities are not necessarily required to construct a curb ramp at every such intersection.
14. **Access Related Variances and Appeals:** The references and excerpts from ADA regulations [below] verify the obligations that a local municipality has had regarding granting variances and appeals for building projects since January 26, 1992. Based on these references, the town of Brunswick should already have in place a variance appeal process to deal with matters of accessibility.

Since January 26, 1993, all public entities--regardless of size--should have conducted a self-evaluation. The self-evaluation is a comprehensive review of the public entity's policies and practices, including communications and employment as well as the policies and practices for all services, programs, and activities. Through the self-

The following information on miscellaneous provisions and requirements of Title II are being provided and discussed for the purpose of clarification and in no way implies that all provisions for compliance under Title II have been addressed in the following report. The Town of Brunswick should consult with the technical assistance manual provided with this report for further information on complying with all Title II regulations.

1. **General:** All activities, services, and programs of public entities are covered. Unlike section 504 of the Rehabilitation Act of 1973, which covers programs receiving Federal financial assistance, title II of the ADA extends to all the activities of State and local governments whether or not they receive Federal funds.
2. **Inclusion:** A public entity may not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability.
3. **Integrated Setting:** Programs and services must be provided in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.
4. **Eligibility Standards:** Must be eliminated if they deny individuals with disabilities an equal opportunity to enjoy services, programs, or activities unless "necessary" for the provision of the service, program, or activity. Requiring a driver's license, for example, as the only acceptable means of identification is prohibited.
5. **Modifications in Policies, Practices, and Procedures:** Reasonable changes in policies, practices, and procedures must be made to avoid discrimination as long as changes do not "fundamentally alter" the program of the public entity [see no. 14 below].
6. **Auxiliary Aids:** Auxiliary aids and services must be provided to individuals with vision or hearing impairments or other individuals with disabilities, unless an undue burden would result.
7. **Special Benefits:** Special benefits beyond those required by the regulation may be provided to individuals with disabilities.
8. **Special Charges:** Special charges may not be placed on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters.
9. **Program Accessibility:** Programs shall be operated so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities. Individuals with disabilities cannot be

The Rehabilitation Act of 1973:

Because of the receipt of federal funds through the State of Maine Department of Transportation, the Town of Brunswick has obligations under Section 504 of the Rehabilitation Act of 1973. The 504 regulations mandate access to federally assisted programs and services. New construction and alterations must meet the Uniform Federal Accessibility Guidelines as outlined in Section 4.1 of the standards.

Recipients of federal assistance must still comply with requirements of Section 504 that are not mandated by the ADA as well as any additional requirements imposed by the ADA. While the ADA and Section 504 are very similar statutes that share many terms, concepts and requirements, there are notable differences between them that apply to Title II (public) entities, i.e. the more stringent requirement of 504 recipients being to change health insurance companies if policies do not cover disabilities. Because, however, Title II of the ADA is based on and extends the requirements of Section 504, compliance with Title II will likely assure compliance with Section 504 and visa versa. The ADA, however, also mandates that the Title II regulations be consistent with the concepts of the ADA. Therefore, the Title II regulations include language that is adapted from other parts of the ADA but not specifically found in Section 504 regulations. A chart outlining the differences between Section 504 and the ADA is included in the Appendix for a general comparison.

The Americans with Disabilities Act:

Title II of the Americans with Disabilities Act provides that all activities of public entities are subject to the nondiscrimination mandate. "Activities" include all programs, benefits, and functions of public entities. Public entities are also covered in their capacity as employers. Under the ADA, entities must provide "program access" so that all of their programs are readily accessible when viewed in their entirety, unless it would be an undue burden, or result in a fundamental alteration of the program. Entities must make reasonable modifications to policies, remove architectural and communication barriers, and provide auxiliary aids and services to ensure nondiscrimination and program access. Altered or newly constructed public buildings, however, must meet "readily" accessible design standards.

As of January 26, 1992, all public entities may not discriminate against qualified individuals with disabilities. All facilities, services and communications must be accessible and consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 [if Federal dollars are involved] and/or Title II of the Americans with Disabilities Act. For more specific information on the requirements under Title II, see the separately provided "Title II Technical Assistance Manual".

APPLICABLE REGULATIONS:

In researching current accessibility laws and guidelines, the following regulations were found to be applicable to Brunswick:

- Maine Human Rights Act, Title 5, Sub-Chapter III, Fair Employment
- Section 504 of the Rehabilitation Act of 1973; referenced standards are the Uniform Federal Accessibility Standards (UFAS)
- Americans with Disabilities Act (ADA), Title I Employment and Title II State and Local Governments; referenced standards are ADA Accessibility Guidelines (ADAAG)

NOTE: Employment provisions covered under the MHRA and the ADA for accommodating employees are not fully addressed in this report and should be undertaken by the Town of Brunswick as a separate effort to meet these obligations.

GENERAL REGULATORY REQUIREMENTS:

Maine Human Rights Act:

Because the Town of Brunswick is a Maine employer, it must comply with the MHRA, Title 5, Sub-Chapter III, Fair Employment provisions [see the copy of the regulations provided with this report].

Rehabilitation Act of 1973 and Title II of the ADA

Because the Town of Brunswick is a local municipality and receives state and/or federal dollars to periodically help operate some of its programs, it is covered by both Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act.

1. Section 504 of the Rehabilitation Act of 1973 requires that an entity receiving federal funds make its programs accessible to people with disabilities. Program accessibility means that the school's program, when viewed in its entirety, must be equally accessible. Physical changes are only required to meet the program accessibility requirement of Section 504.

2. Title II of the ADA covers all public entities and mandates nondiscrimination in all programs, benefits, and functions of all public entities. The nondiscrimination mandate in Title II also requires program accessibility by making reasonable modifications to policies, removing architectural and communication barriers, and providing auxiliary aids and services to ensure nondiscrimination and program access.

associated for improvements and/or maintenance are funded by local town tax revenue funds. Periodically, however state and federal grants are acquired and earmarked for special projects such as the proposed improvements to the Maine Street area through the State of Maine Department of Transportation.

This report recommends the removal of specific architectural and communication barriers along the Maine Street Streetscape that, in our opinion, would have the highest impact on improving general accessibility and access to businesses located on the first floor level of buildings along Maine Street. Complete physical and/or programmatic reviews of the area and available programs or services were not done; specific physical elements related to pedestrians and shoppers are the primary focus of this evaluation.

The Town of Brunswick must realize, however, that although Alpha One's suggestions for barrier removal, in most cases, represents the consensus of the disabled community, individuals may or may not agree with our interpretation and recommendations. Ultimately, the responsibility for selecting and removing architectural and communication barriers in an expeditious and cost effective manner remains with the Town of Brunswick.

This report is supplemented by "On-site Observations" which follows this document and provides documentation of existing conditions observed during the site walk in the Downtown Brunswick area along Maine Street.

General Area Description:

The Town of Brunswick Maine Street Improvements project consists of street, sidewalk and streetscape improvements along Maine Street in downtown Brunswick from Route #1 and the Fort Andross area to Noble Street adjacent to Bowdoin College. A section of Pleasant Street from Maine Street to the Post Office is also included in the project as well as Park Row, which runs parallel to Maine Street and the "green" from Pleasant Street to the church.

First Floor level entrances to businesses along the streetscape were also observed and taken into consideration for this report.

There is municipal parking for the downtown area behind Maine Street businesses off of Pleasant Street and on the other side of Maine Street, near the municipal office building. Location of off-street municipal parking appears to be reasonably marked, although accessible parking is limited since there is no on-street accessible parking. On-street parking along Maine Street is diagonal, not lending itself very well to accessible on-street spaces.

Elements observed and documented during on-site observations include parking, signage, storefront entry, exterior circulation and accessible routes, curb cuts, crosswalks, and sidewalks.

Maine Street Improvements
Brunswick, Maine

**ACCESSIBILITY SURVEY,
EVALUATION,
and RECOMMENDATIONS**

October, 1996

AUTHORIZATION

This limited scope access evaluation for the Maine Street Improvements project in Downtown Brunswick, Maine was conducted at the request of Andrew Singelakis, Town Planner for the Town of Brunswick, and Sarah Marshall, Landscape Architect with Terrence J. Dewan & Associates of Yarmouth, Maine. Denis Pratt, Architect / Access Specialist at the South Portland office of Alpha One, conducted the survey with some assistance from both Andrew Singelakis and Sarah Marshall.

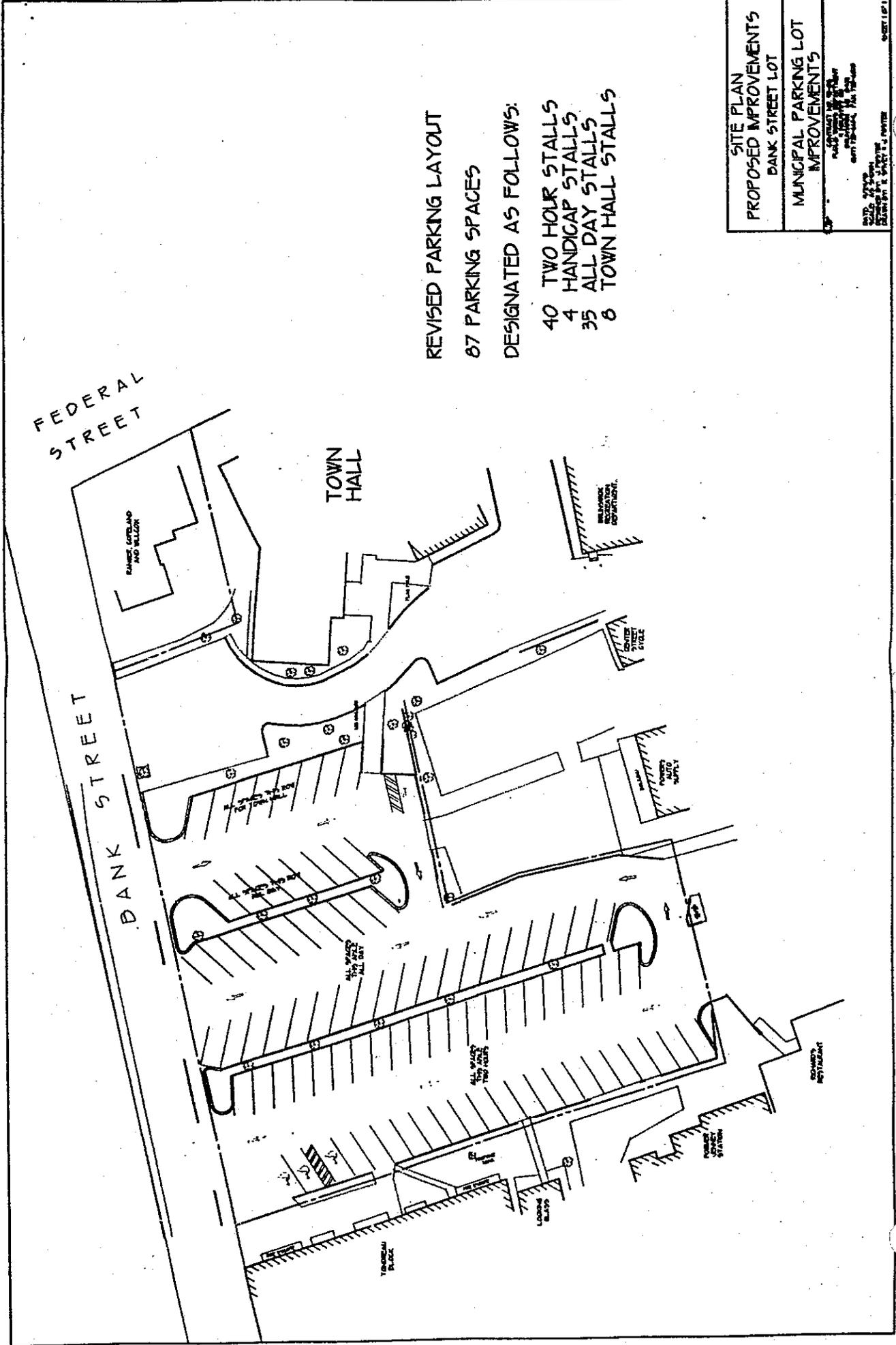
INTRODUCTION and BACKGROUND INFORMATION

On-site observations were made on September 23rd, 1996 to document the level of accessibility in the downtown area for the purpose of developing a report with recommendations on improving accessibility in Downtown Brunswick along Maine Street from Route #1 to Noble Street abutting Bowdoin College.

This report reviews, identifies and documents regulatory requirements and municipal obligations as well as specific existing architectural and communication barriers and possible solutions at the identified downtown area to better accommodate citizens doing business in downtown Brunswick. Generally, it is the town's intent to, the best of their ability and resources, make the Maine Street area as accessible and usable by persons with disabilities as required by the Americans with Disabilities Act (ADA) and other access regulations, if applicable.

It is also the intent of this report to identify other applicable non-structural requirements mandated by the various regulations. In researching the existing facility, the following regulations were reviewed to determine applicability: 1) the Maine Human Rights Act; 2) Section 504 regulations under the Rehabilitation Act of 1973, and 3) Title II of the Americans with Disabilities Act.

The downtown streetscape is owned and maintained by the Town of Brunswick; the town having jurisdiction and control of streets, parking, and sidewalks up to, in most cases, the face of most existing buildings along Maine Street. Costs



FEDERAL STREET

DANK STREET

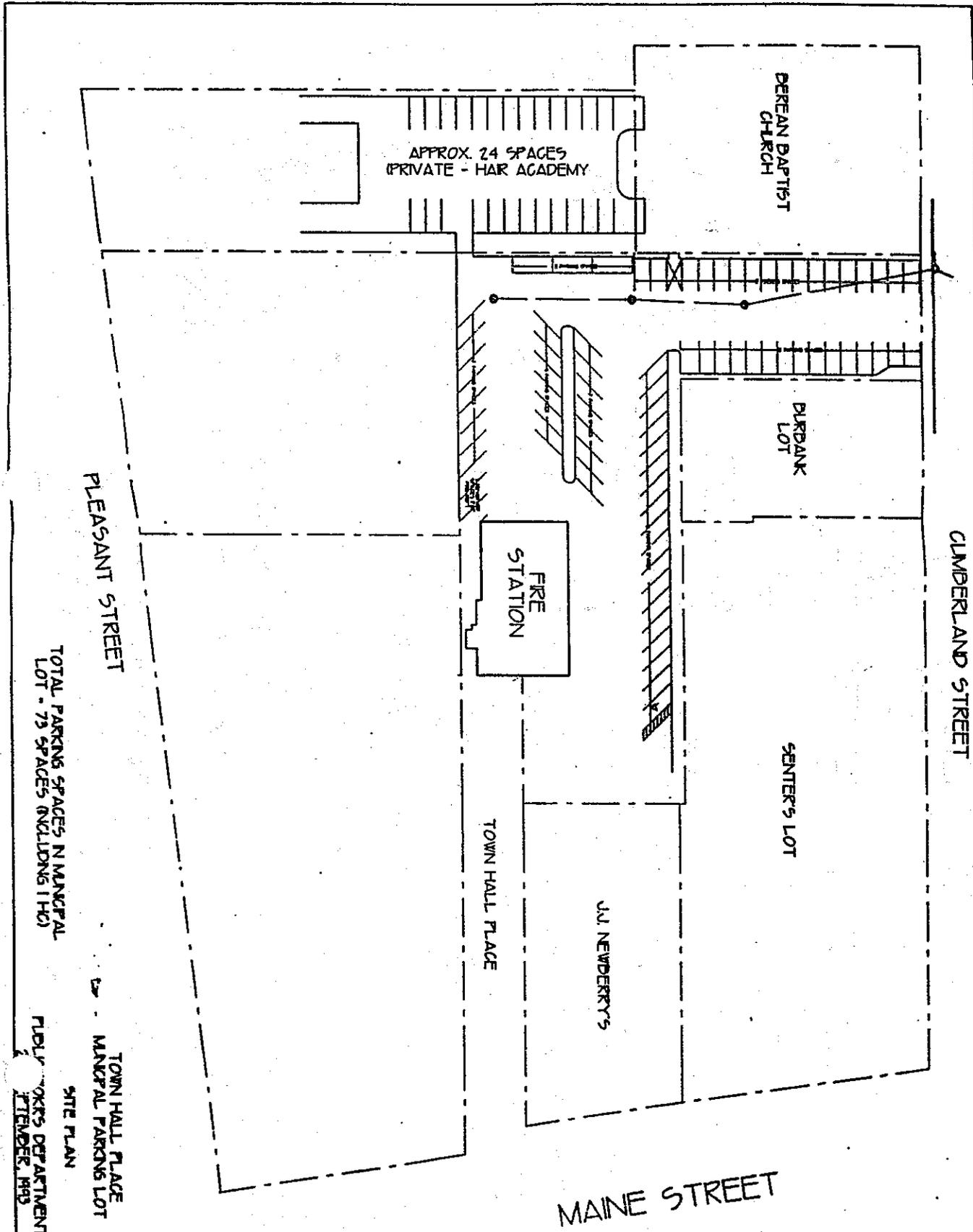
TOWN HALL

BANK OF AMERICA

COUNTY RESTAURANT

REVISED PARKING LAYOUT
 67 PARKING SPACES
 DESIGNATED AS FOLLOWS:
 40 TWO HOUR STALLS
 4 HANDICAP STALLS
 35 ALL DAY STALLS
 8 TOWN HALL STALLS

SITE PLAN	
PROPOSED IMPROVEMENTS	DANK STREET LOT
MUNICIPAL PARKING LOT IMPROVEMENTS	
PREPARED BY: J. J. WATKINS ENGINEER 1000 W. 10th St. Des Moines, Iowa 50319	
CHECKED BY: J. J. WATKINS ENGINEER 1000 W. 10th St. Des Moines, Iowa 50319	
DATE: 10/1/78 SHEET NO. 1 OF 1	

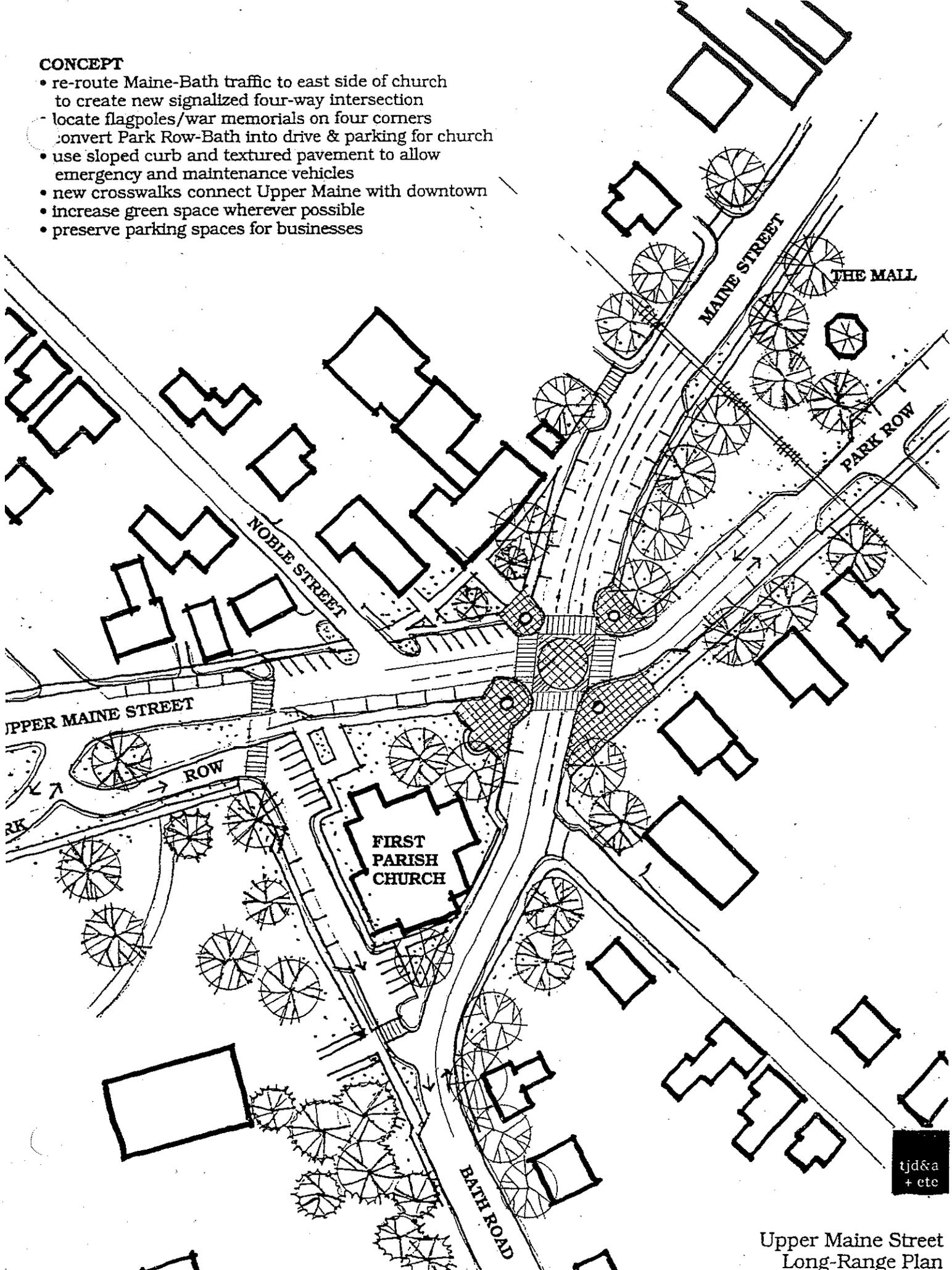


TOTAL PARKING SPACES IN MUNICIPAL LOT - 79 SPACES (INCLUDING 1 HC)

TOWN HALL PLACE
 MUNICIPAL PARKING LOT
 SITE PLAN
 PUBLIC WORKS DEPARTMENT
 ATTENDER, HHS

CONCEPT

- re-route Maine-Bath traffic to east side of church to create new signalized four-way intersection
- locate flagpoles/war memorials on four corners
- convert Park Row-Bath into drive & parking for church
- use sloped curb and textured pavement to allow emergency and maintenance vehicles
- new crosswalks connect Upper Maine with downtown
- increase green space wherever possible
- preserve parking spaces for businesses



- 5) ***Fort Andross.*** There are ___ spaces at Fort Andross which are owned by the town (or state) that are used for BIW park and ride. An issue for exploration would be to relocate those parking spaces to another part of town freeing them up for downtown parking.

Attempts At Leasing Lots:

- 1) *Casco Cable at Union Street (near Mill Street).* The Town made an arrangement to lease 14 spaces in this lot for employee or all day parking, however there was little interest from the public and was not pursued further.
- 2) *22 Lincoln at Union Street.* 10 spaces owned by Rick Nemerow were leased by the Town for all day parking, however, there was no interest from the public and the arrangement was discontinued.
- 3) *School District Offices at Union Street/Cumberland.* 4 spaces were leased by the town in this location. This was tried for 3 months and then discontinued due to a lack of interest.

Town Attempts to Acquire More Long Term Parking

The Town has explored parking options in the following locations:

- 1) *Vacant Lot at Mill and Union Street.* This would have created ____ spaces, however it was determined that to acquire this parcel would not be useful for this purpose.
- 2) *Riley Insurance on Maine Street.* Owner of property was not interested in leasing spaces.
- 3) *Cancer Society on Federal and Green Streets.* No interest on the part of the public
- 4) *Hawthorne School.* The town explored leasing spaces in the summer months for the farmer's market, however there was opposition from the neighborhood and this was not pursued further.
- 5) *Bousfield Lot.* (Discussed above under "Fire Station/Cumberland" lot.) These are the lots owned by the Hair Academy.

Other Issues

- 1) *Parking Garage.* This was assessed in the past with the conclusion that it would not be financially feasible to develop a parking garage. In addition to this, with the exception of perhaps having parking inside the existing Fort Andross structure, a parking structure in downtown could be completely out of context with Brunswick's small town character.
- 2) *Enforcement.* The town has recently enacted a series of parking ordinances designed to prevent long term parking in short term spaces. However, this has had the effect of having people simply move their cars from one space to the next every two hours.
- 3) *Head-In Parking Around the Mall.* This has been an issue that has come up frequently and will need to be explored by this committee.
- 4) *Arrow-Hart Facility.* This facility has an under utilized parking lot. There have been suggestions that these lots be leased for employee parking, and that a shuttle bus service be established to bring people from the lot to the downtown.

Maine Street Municipal Parking Activities

Faith Moll and I met with Don Gerrish to discuss recent issues surrounding municipal parking in downtown Brunswick. Attached find maps of existing parking lots, as well as an inventory of all public parking spaces in the downtown. We may want to add some other recent policy decisions made by the Brunswick Police Department and the Brunswick Intown Group into this report in order to reinforce those policies. I would strongly suggest that we have the Chief Hinton come to one of our meetings to give an overview of downtown parking issues.

The primary issue appears to be all day parkers who occupying spots in temporary parking reserved for retail establishments. The town has recently enacted an ordinance with progressively increased fees for repeat violators who overstay in temporary spaces. This was met with some protest from downtown employees who feel that there is no close parking available to work places. The money received from the increased fines is to go toward a parking lot development fund. Therefore, it seems that a key recommendation should be to develop more long-term parking areas in the downtown area to continue to free up the head-in parking found on Maine Street.

Municipal Parking Lots

The Town has recently developed three parking lots:

- 1) *Bank Street – 87 Spaces.* This lot is adjacent to the Town Hall, and is used for town employee parking. The Town has contracted with Stetson's Funeral Home. 16 spaces are leased for Town employees, which has worked well. This lot has recently been improved.
- 2) *Fire Station/Cumberland Street Lot – 80 Spaces.* Issues here are traffic circulation, and the possibility to connect from/to Pleasant Street so cars do not need to make unnecessary trips through Maine Street.

The town has attempted to acquire about 25 parking spaces owned by the Hair Academy, however, the Hair Academy wants 15 of these spaces for its employees. The town wants to acquire the lot so that it can make modest drainage improvements, however, the number of potential public spaces (10) make the project not worthwhile at this time.

- 3) *69-71 Union Street – 35 Spaces.* The Town operates this parking lot located on Union Street for all day parking.

Other Parking Spaces Available:

- 1) *Stetson's Funeral Home.* The Town has contracted with Stetson's funeral home to lease 16 spaces for municipal employees. This arrangement has worked very well, and has freed up spaces in the Bank Street lot for customer and employee parking.
- 2) *The Great Impasta.* There are 8 parking spaces in the rear of the restaurant. Two of these spaces go to the building, and the remainder are 2 hour parking spaces that are leased to the Town.

Brunswick Downtown Master Plan Signage System

What is function?

- to direct visitors to businesses on Maine Street?
- to help visitors connect to adjacent destinations?
- to consolidate visual clutter?
- to establish image for Maine Street, same or different from other areas of town?
- to support low visibility non-profit organizations?

Categories of places - do we want all of these?

- town/civic facilities
- town/educational facilities
- town/recreational facilities
- commercial establishments
- private/educational facilities
- cultural/historic attractions
- geographic areas

Candidates for signage board system include:

- | | |
|--------------------------------------|-------------------------------------|
| 55+ Center | Maine Writers & Publishers Alliance |
| Bailey's Island | Mere Point |
| Bowdoin College | Midcoast Hospital |
| Bowdoin Summer Music Festival | Parkview Hospital |
| Brunswick Naval Air Station | Peary-MacMillan Arctic Museum |
| Cook's Corner | Pejebscot Museum |
| Fort Andross | Post Office |
| Joshua L. Chamberlain Museum | Skolfield-Whittier House |
| Maine State Music Theatre | Spring Street School/Town Meetings |
| Maine Street | The Theater Project |
| University of Maine (local facility) | Topsham |

What others do we want?

-
-
-
-
-
-
-

What are we doing?

1. Update Maine Street Mapping

From the Androscoggin River to Bowdoin College, including Fort Andross, Pleasant Street and the Maine Street Station

2. Accessibility Analysis

Assessment of Maine Street pedestrian areas and building entrances for accessibility. Recommendations for compliance improvements.

3. Parking Lot Access and Visibility

Consider extending Maine Street improvements (sidewalks, lighting, signage) to off-street parking areas. Identify parcels for additional potential public parking.

4. Maine Street Improvements/Pedestrian Safety

Re-evaluate pedestrian safety, traffic improvements, and amenities of the streetscape. Study position of Maine Street Station and relationship to Maine Street.

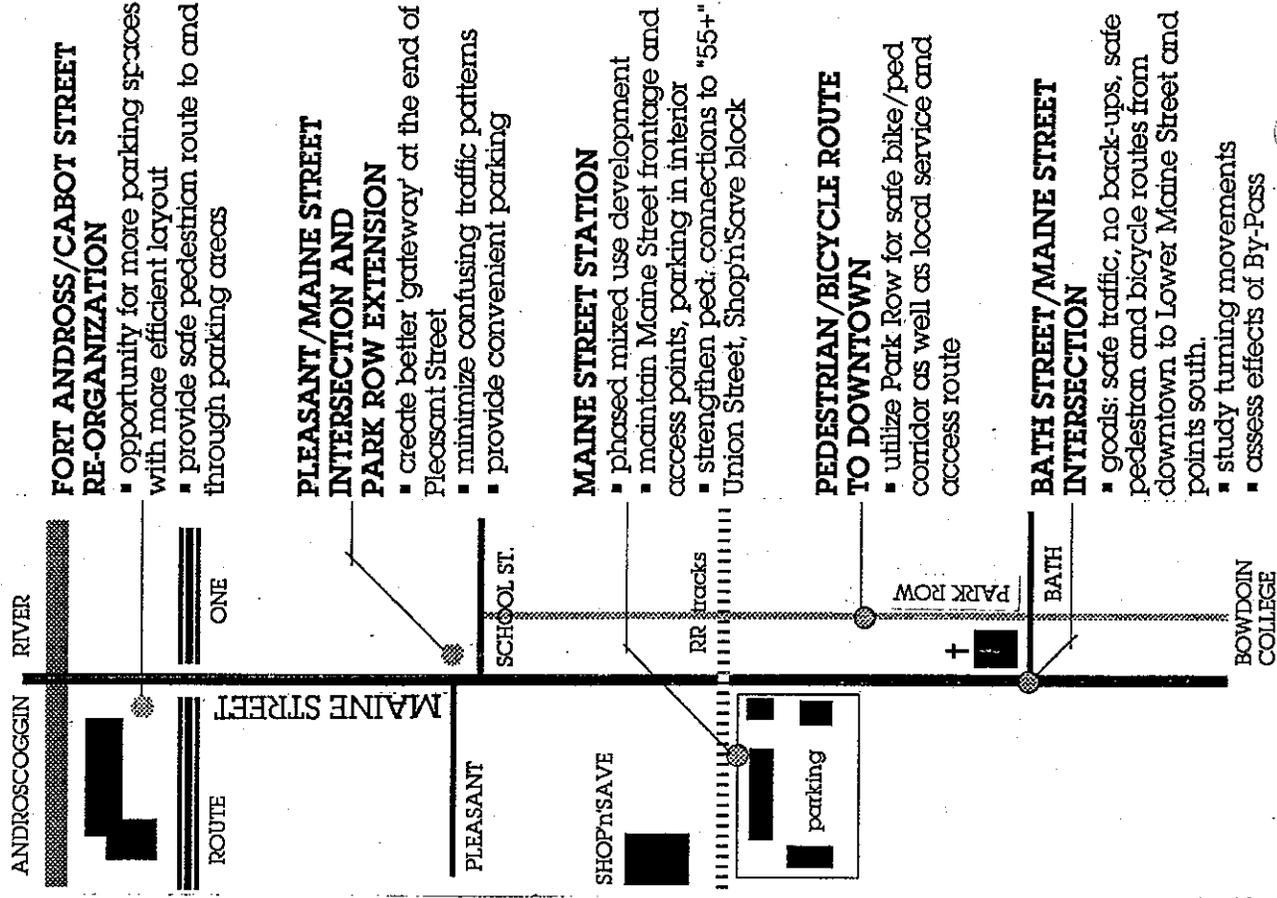
5. Fort Andross

Examine circulation and visibility issues. Make recommendations for parking lot layout improvements and stronger connection to downtown.

6. Action Plan

Explore public and private sources of funding. Prepare a Capital Improvements Program, with high, medium and low priorities assigned to each improvement area.

Planning Highlights



Thank you for coming to this Public Workshop meeting.

We want your opinion about issues of concern in the downtown areas, including:

- capital improvements
- parking
- traffic circulation
- public signage
- bicycle and pedestrian traffic
- compliance with the Americans with Disabilities Act

Your comments will be used as points for exploration and analysis for the final plan to be presented to the Town Council. This is one of several public forums that will be held on this plan. Our goal is to develop a realistic and effective strategy for ongoing capital improvements in the Maine Street Area.

Downtown Master Development Plan

Steering Committee

- David Bunge, Chair, Village Review Board
- Don Gerrish, Brunswick Town Manager
- Eric Jorgensen, Pejeboscot Historical Society
- Dick Mercereau, Bowdoin College
- Faith Moll, Town Councilor
- Richard Morrell, Citizen representative
- Chuck Mull, B.I.G. representative
- Jean Shepherd, Village Improvement Association
- Andrew Singelakis, Brunswick Town Planner

Maine Street Master Plan Project Team

- Terrence J. DeWan & Associates, Landscape Architects
- William Eaton, Eaton Traffic Engineering
- Denis Pratt, ALPHA ONE, Accessibility Consultant

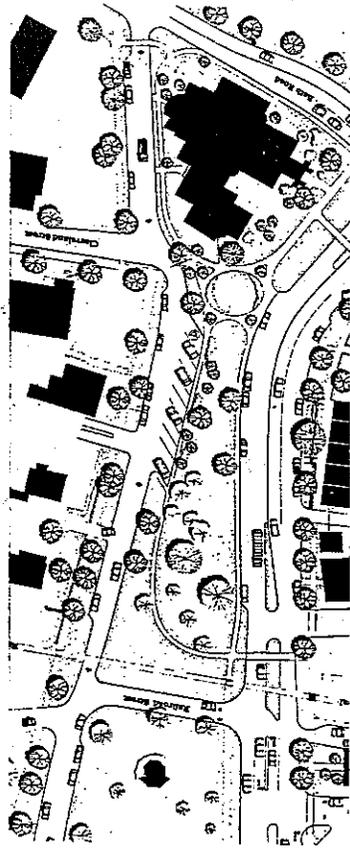
PLEASE SEND OR FAX YOUR COMMENTS TO:

Andrew Singelakis, Town Planner
Town of Brunswick, 28 Federal Street, Brunswick ME 04011
tel: 725-6660 fax: 725-6663

WELCOME

to this Public Workshop,
and THANK YOU
for your interest and help with the

MAINE STREET MASTER PLAN



THIS EVENING'S AGENDA:

- I. WELCOME
- II. PROJECT BOUNDARIES & GOALS
- III. CONCEPT AND DESIGN PRESENTATION
- IV. QUESTIONS & COMMENTS FROM THE COMMUNITY

Sometimes the best step is a step back

Brunswick man suggests looking at the long-term traffic picture

BY MICHELLE KEARNS
Times Record Staff

BRUNSWICK — Paul Warren has had a shop at the corner of Maine Street and Bath Road for 15 years and though he has made his living repairing the typewriters of famous and not so famous writers, he is also a keen observer of traffic and he has an idea that could untangle the honking mess that stops outside his doorway every day.

He hasn't seen the studies of car numbers and traffic flow patterns that the experts looked at when they came up with their designs for fixing the problem. Instead he's studied the problem from a few yards away. For eight hours a day, while Coastal Typewriter is open, a few feet beyond the clutter of typewriter and piles of computer monitors, he has a perfect view of the cars, trucks and mobile homes that go by.

Nobody has come here to sit in my front window and watch," he said. "I think they should

come here. Somebody should." Already there are two proposals for improving the intersection from professionals who design traffic schemes for a living. The typewriter repairman offered his idea at the end of a meeting last week after the sketches and ideas by the traffic experts were mounted on a wall and shown to a crowd.

People had filled the room in the library to see what the Maine Street Committee had planned for redesigning the street from the Topsham bridge all the way up to Warren's Coastal Typewriter shop and First Parish Church. Yet most of the talk was about the intersection outside his store.

When landscape architect Terry DeWan and traffic engineer Bill Estor asked the people to describe they way the intersection works, now someone cried, "Utter chaos!" Another said, "Anarchy!"

The audience seemed unhappy with a state government plan



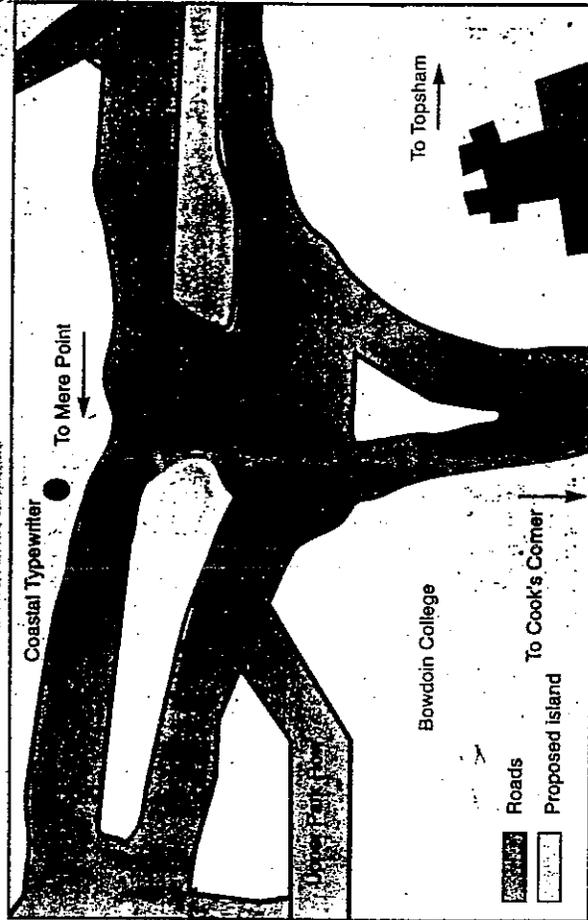
Paul Warren

for installing a traffic light and they puzzled over a plan for a mini traffic circle that the engineer said might be too small to work anyway.

Then Warren got up and stuck a drawing he made on a small piece of clear plastic over the huge pictures by the architect.

Instead of a traffic circle or a stop light, Warren's plan would make the intersection tighter. He suggested putting a plant-filled concrete "island" between lanes. The barrier would be longer than the lines that divide lanes now.

This way cars would be forced



THE TIMES RECORD

LOCAL BUSINESSMAN Paul Warren has proposed extending an island on Maine Street in Brunswick to force drivers to slow down before turning on to Bath Road.

to slow down a little before turning onto Bath Road and pedestrians would have a place to stop while crossing the street. Perhaps the problem could be solved without having to build a fancy new turnaround or install an expensive traffic light, Warren said.

Traffic design appeals to Warren. He is a mechanic by trade, which is how he got into the typewriter repair business. (When James Michener used to live in Brunswick, Warren took care of the novelist's type-

patterns, he said. Until then, Warren said, his idea could be tested by simply using some plastic bathtubs to make an island. In the winter time he has seen a car tip over as it careened around the snowy corner from Maine Street on to Bath Road. Now cars take the turn so fast people don't even see him there. "Everybody in Brunswick has to go by this corner every day and it's amazing to me how many people don't know I'm here," he said.

MAINE

From Page 1

Town planner Andrew Singelakis said the committee's ideas have been announced to start a public discussion. Perhaps the town council will be more interested in arranging to develop and buy part of the land once its members understand the new three-way split idea, he said.

When the council voted down a purchase before, all it had to look at were plans for a hotel there called Maine Street Station that was never built.

The new sketch with its division of the land into three sections, shows the town keeping a smaller piece than before. A train station surrounded by parking spaces could help ease

the town's longtime parking shortage.

The Maine Street Station lot could give relief to the nearby senior citizen center, 55 Plus, the farmer's market and the First Parish Church, said Singelakis.

Everything about the Maine Street proposal can be discussed at a meeting at 7 p.m. next Thursday at Curtis Memorial Library, he said.

Labbe has been trying to sell since last year when he and other contractors were awarded ownership by a judge: They were never paid for foundation work they did for the hotel that wasn't built because the developer ran out of money.

State Sen. Phil Harriman, a Republican who represents Brunswick, Freeport and

Yarmouth, has said Labbe's land is a perfect spot for a train station the town will need if passenger train service is brought from Portland to Brunswick and other northern cities. The local train committee has agreed.

A woman once came to a town council meeting and begged the town to buy the property. She then announced she would try and raise money herself from other citizens to buy it.

The business coalition known as the Brunswick Intown Group has worried that any building built there should reflect the old fashioned character of Maine Street.

Despite the fretting, nothing has panned out for Labbe. "I've had no new bites, no new prospects," he said.

The Times Record

97 • 30 pages

Brunswick, Maine

Thursday, June 20, 1996

Maine St. Station land sparks new ideas

Plan is among many changes recommended for Maine St.

BY MICHELLE KEARNS
Times Record Staff

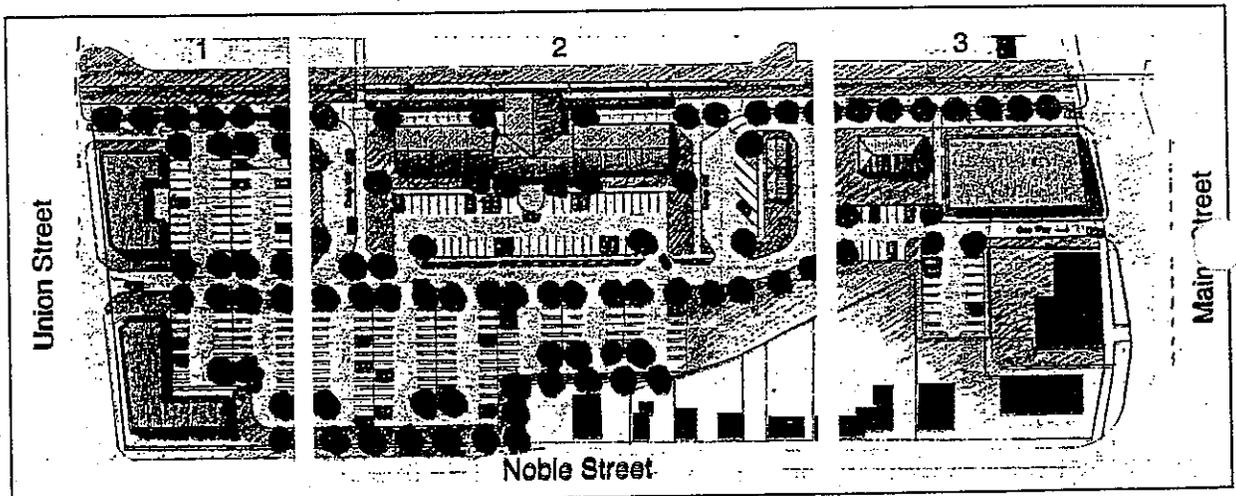
ESWICK — A town committee has ideas for making downtown better looking and easier for walking and driving — a traffic circle, a much lengthened central park, more brick sidewalks — and big plans for a piece of property it doesn't even own.

Ray Labbe has been trying to sell his six-acre plot for a year and for a year the land Labbe calls the "last piece of undeveloped land on Maine Street" has emptied people who make plans or it, but who don't make offers to buy.

Labbe already lost one interested buyer when the town mediated and made proposals for his and that didn't actually include paying its \$350,000 price.

"Don't scare away customers. I don't want the town involved unless they buy it," he said, angrily. "The property is for sale. I ain't saving it for the town unless they put their money where their mouth is," he said.

At the Maine Street Committee's public meeting scheduled for a week from today, people are invited to come talk about



TERRENCE J. DEWAN & ASSOCIATES

AN IDEA for splitting up a six-acre undeveloped plot now for sale on Maine Street into three pieces. This sketch was prepared by a firm hired by the town. The black boxes show buildings that already exist along the property. The rest is a drawing of what could be built there: (1) Commercial buildings along Union St.; (2) a municipal parking lot and train station along the railroad tracks; (3) and a hotel or conference center facing Maine St. All buildings would be connected by a grassy walkway.

spending projects for the entire length of Maine Street from the Topsham bridge to Bowdoin College.

Suggestions include dividing up Labbe's plot along the railroad tracks into three pieces with a pedestrian pathway, parking, a train station, new stores, houses and even a hotel and conference center.

Earlier this year a group of

downtown business people persuaded the Planning Board to suggest rezoning Maine Street so that a big retail store with a large box-like design couldn't be built on Labbe's land. While the town council eventually voted down the idea, a retail store that had been interested stopped negotiating a deal for good, said Labbe.

Please see MAINE, Page 18

At a glance

IDEAS FOR the former Maine Street Station property, divided into three sections, from Union Street to Maine Street:

SECTION I: Commercial/residential development, scaled to respect Union/Noble streets neighborhoods, buffered with trees, shrubs, landscape walls.

SECTION II: Railroad station complex with eye-catching architecture — a focal point for Maine St. Station.

Parking for railroad/municipal/commercial users. Dropoffs from Union and Maine. Pedestrian link to Shop 'n Save.

SECTION III: "Infill" building on Maine Street. Acquisition of redemption center/ice cream parlor, possibly credit union building. One-way access in off Maine Street adjacent to RR tracks, right-turn out only. Connector to 55+ Center.

MEETING NOTES

September 10, 1996

re: Maine Street Improvements

pres.: Sarah Marshall, TJD&A

Andrew Singelakis, Town of Brunswick

Dave Stephens, CMP

We met at the corner of Maine and Pleasant, and walked down the street towards Bowdoin College on the west side of Maine Street. Dave Stephens explained what we were looking at overhead, and what would be involved in relocating the utility lines to underground.

Lower Maine Street, from Pleasant to Fort Andross, which had its utility lines buried during the 80s, only had single phase power lines, and telephone lines. Upper Maine Street, from Pleasant to Noble, has three phase overhead lines as well as street lighting and telephone lines. If these utilities were to be put underground, it would start with two new poles on the side street next to Dunkin Donuts. The trench would come out to Maine Street, turn south, and go along the curb line. Because of the difference between above ground and underground maintenance, the service would have to loop up and back again. At least three above ground transformers (7' x 7') would need to be on the sidewalk. Connections would have to be trenched in to each business along the way, as well as interior electrical re-configurations of unknown extent. Dave Stephens roughly estimated that the work which would be done by CMP would cost about 75-100 thousand. (Not paid for by CMP.) It would include taking down the old lines and relocating them in the trenches. It would include the transformers but not the pads or boxes. It would not include the trenching or connections to individual businesses. Andrew roughly estimated the entire project could cost 500 thousand. Dave said that if the sidewalk improvements were more likely to go ahead, conduits could be installed for future electrical connections from the curb line to the face of the buildings.

A second project area was considered at the intersection of Maine and Pleasant. There, the poles are only in place for street lighting (single phase) and traffic signals. Other poles are in place only to stabilize and guy the other poles. If the service went underground at the first pole back on the north side of Pleasant, and the traffic signals were mounted on mast arms instead of suspended from cables, the entire intersection could be free of overhead lines. Street lights and traffic signals would be serviced from beneath. This might be considered a primary goal with the renovation of the sidewalks in the area.

Other miscellaneous items discussed:

- the 'hendricks' (sp.) cluster of three-phase lines, which is already in place;
- replacing the wooden poles (can't be done for height requirements);
- painting the poles black or dark green (would be allowable by CMP);
- the banner poles and sidewalk guys in place. These are owned by the town... what can we do to make them look better?

- Place pedestrian crosswalk signs and street lights at non-signalized and mid-block Maine Street crosswalks. (PB#2c)
- Provide safe crosswalks at Bath Road, Maine Street and Cooks Corner and other high accident areas. (PB#2e)
- Convert old Maine Street Station property as a site for a Brunswick transportation center, which will accommodate passenger rail, bus, taxi and park-and-ride. (RMI#1)

Neighborhood and Quality of Life

- Ensure that proposed highway projects are compatible with the neighborhood and downtown character. (NQL#2,3,4)

Parking

- Resign all of Town Center to provide uniform, clear directional signs to all municipal lots. (P#2)
- Establish a public education program to promote use of municipal parking lots. (P#2)
- Use the School Department's lot on Union Street for downtown business employees and the lot at Hawthorne School for Farmer's Market vendors and summertime parking. (P#3)
- Update and make available downtown parking map listing existing public and private parking lots with their restrictions. (P#4)
- Acquire land and buildings adjacent to municipal parking lot in order to expand the parking area or other areas suitable for parking. (P#4)

Elderly and Disabled

- Ensure compliance with the Americans With Disabilities Act. (ED#2,3)

Relevant Land Use Strategies

- Prepare a detailed large-scale map of the downtown (including buildings, utilities, paved areas, crosswalks, and landscaping) and develop long term plans and recommendations that will make the downtown a safer, more functional and more attractive business district. In this study, explore ways to provide a safe and inviting pedestrian linkage between Maine Street and its terminus at Fort Andross and the Androscoggin River. (C#7)
- Undertake an ongoing action that fully involves the Town in development of the Maine Street Station site and the parcels in the block to the west. This program should consider a public-private partnership or a range of alternatives to ensure that development of Maine Street Station is consistent with the principles embodied in this Comprehensive Plan. (C#9)

- Maintain membership in National Maine Street Programs. Continue Brunswick's In-Town Group. (LE#8a)
- Delineate and promote downtown cultural corridor. (LE#10e)
- Investigate methods to support revitalization efforts of the downtown; cooperate with the Village Improvement Association. (LE#10c)
- Improve downtown traffic control, parking, pedestrian access and safety. (LE#10d)

Cultural Resources Implementation Strategies

- Review existing zoning to ensure that a complementary mix of commercial and cultural is encouraged in the cultural corridor. (CR#1)
- Through the Village Review Board, review design standards to assess whether further work should be done to ensure that future development in the cultural corridor will enhance the area and not contribute to strip development. (CR#2&3)
- Through periodic publicity efforts the Village Review Board should continue to educate the public on its role in preserving the character of the downtown area. Involve the Village Review Board in making the link between preservation of character and economic development. (CR#2)
- Formulate overall development strategy for the cultural corridor, in conjunction with a strategy for the Cooks Corner area. The strategy should identify the strengths of each area and build a program to solidify and enhance their strengths. (CR#3)
- Continue to expand upon investments in sidewalks, lighting and underground wires on Upper Maine and Pleasant Streets to make them attractive places for commercial and cultural enterprises. (CR#3&4)
- Promote efficient parking and encourage pedestrian traffic by making the downtown a more interesting and inviting place to walk. (CR#5)
- Consider an Arts Council to coordinate and advertise local cultural events, as well as mid-coast regional events. An Arts Council could articulate the issues and needs of local and regional artists and artistic organizations. (CR#5)

Transportation Implementation Strategies

Safety and Congestion

- Investigate options for improvements for Pleasant and Mill Streets to reduce congestion, improve safety, facilitate access to businesses and improve aesthetics. (SC#3)
- Work to improve traffic flow and safety on Mill Street. (SC#3)

Pedestrians and Bicycles

- Ensure that all crosswalks are marked with materials that ensure year-round visibility. (PB#2a)

Town of Brunswick, Maine

INCORPORATED 1739

ANDREW SINGELAKIS, AICP
Director of Planning and Development
207-725-6626

Department of Planning and Development

THOMAS WAKEFIELD
Codes Enforcement Officer
207-725-6651

PHILIP CAREY
Planner/Development Review
207-725-6660



ALAN J. HOUSTON
Planner/Natural Resources
207-725-6639

28 FEDERAL STREET BRUNSWICK, MAINE 04011-1581
FAX (207) 725-6663

Memo To: Terry Dewan, Landscape Architect
From: Andrew Singelakis, Director of Planning & Development
Re: Comprehensive Plan Issues Related to Downtown Development Plan
Date: January 28, 1997

The attached are strategies taken from the Comprehensive Plan that relate to the Downtown improvements plan:

Relevant Community Character Implementation Strategies:

- Add to zoning ordinance provisions to control construction, renovation, or demolition that would intrude into the existing Maine Street skyline or would alter it from the predominant north-south axis anchored by First Parish Church and Fort Andross. (Policy CC#6)
- Carefully protect neighborhood streets from intrusion by vehicular traffic that impedes or reduces the policy of this Plan to place pedestrians first as the priority design element. Review and amend ordinances and street standards, as necessary, using the proposed revised American Society of State Highway and Transportation Officials Traditional Neighborhood Standards. (Policy CC#10)
- Protect neighborhoods from a change of character by traffic inflicted by highway projects by:
 - a. adopting a policy of general pedestrian right-of-way
 - b. giving sidewalk maintenance priority
 - c. clearly designating crosswalks by using contrasting materials
 - d. building-out of the sidewalks at intersections
 - e. residential street lighting with emphasis on pedestrian safety and replacing highway-type lighting with that designated for pedestrians on a village scale
 - f. reviewing one-way street system and returning streets to two-way traffic, where possible
 - g. designating US Route 1 as Route 1A or Business Route when the bypass is completed.
 - h. including the concept of clearly identified cross-walks in long-term plans. (Policy CC#10)

Relevant Local Economy Implementation Strategies:

- Explore flextime, carpools, busses, railroads for work trips. (Policy LE#4a)

CONCEPTUAL
AUTO / PEDESTRIAN / BICYCLE
IMPROVEMENTS
PARK ROW
BRUNSWICK, MAINE



Upper and Lower Park Row are currently separated by the complex intersections in the vicinity of the First Parish Church. The Maine Department of Transportation is currently developing plans to simplify and signalize this intersection. This redesign presents an opportunity to re-connect the two sections of Park Row and, in so doing, to provide a greatly needed pedestrian / bicycle link between Downtown and the College.

KEY TO TRAFFIC CONTROL FEATURES

- A. High visibility crossing and traffic signal coordinated with new Maine St./Bath St. signal.
- B. Redesigned Maine St./Bath St. intersection with traffic signal.
- C. Existing angled parking moved to west side of street to facilitate two-way bicycle traffic.
- D. High visibility crossings with stop signs for east-west traffic.
- E. Possible mid-block traffic diverters limit auto traffic to local access.
- F. Terminus of Upper Park Row. High visibility intersection and crosswalk.

Note: This plan for pedestrian and bicycle safety is still being developed in coordination with the **Traffic Safety Committee** and the **Bicycle and Pedestrian Advisory Committee**.

KEY TO DESTINATIONS

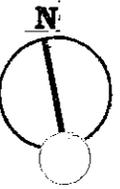
- 1. Town Center
- 2. Town Mall
- 3. Maine Street Station
- 4. 55-Plus Center
- 5. First Parish Church
- 6. To Topsham and Bath via Alt. Trans. Corridor
- 7. To Naval Air Station
- 8. To Industrial Park
- 9. Coles Tower Dormitory
- 10. South Street Dormitories
- 11. To Longfellow School
- 12. Bowdoin Apartments
- 13. To Coffin Elementary and Brunswick Jr. High Schools
- 14. To Brunswick High School
- 15. To Freeport via Pleasant Hill Road



prepared by
Phillip Carey,
Town of Brunswick
Planning Department

Downtown Bicycle
Circulation Plan





**FORT
ANDROSS**

SCALE 1"=50'



**PROPOSED
IMPROVEMENTS**

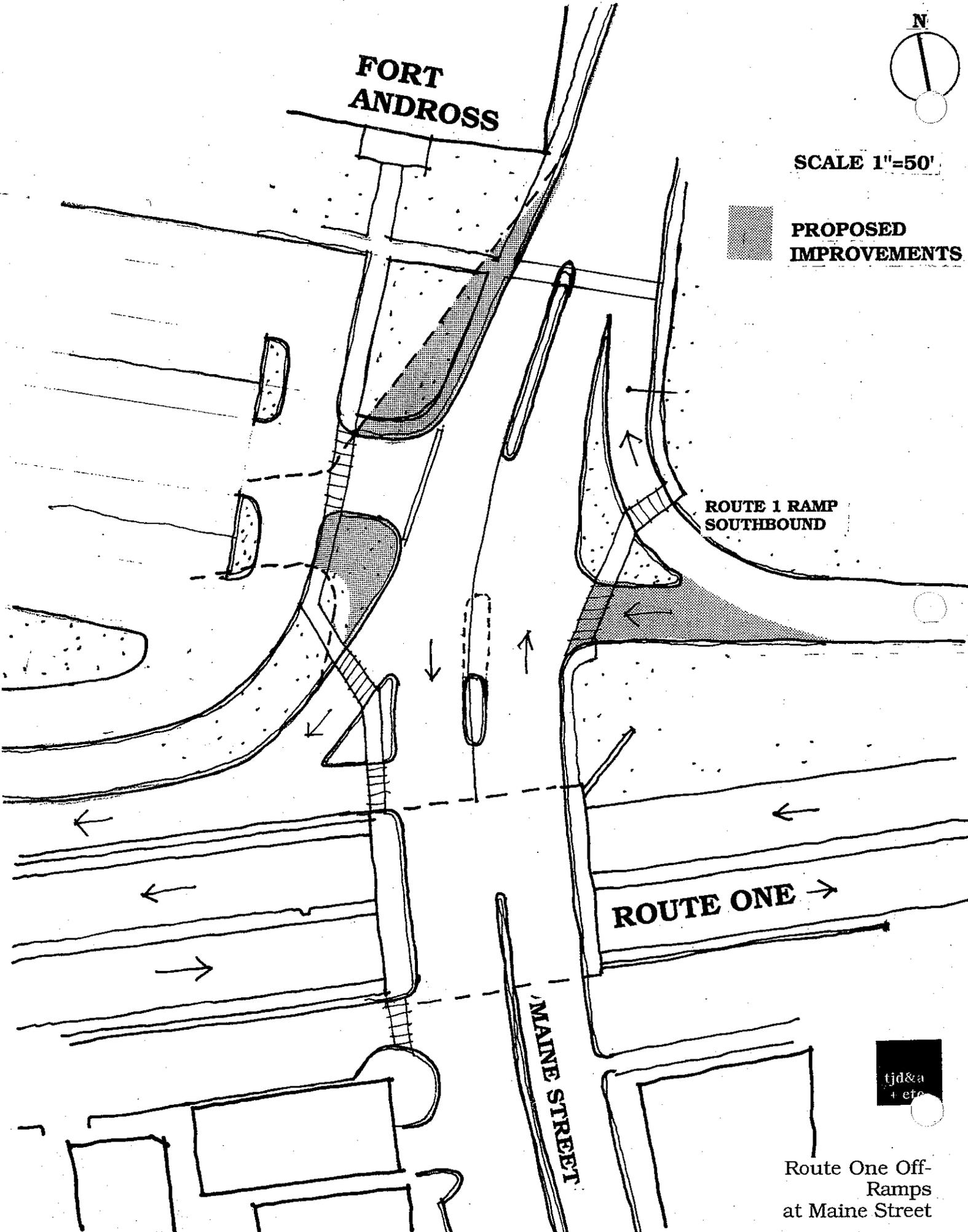
**ROUTE 1 RAMP
SOUTHBOUND**

ROUTE ONE →

MAINE STREET



Route One Off-
Ramps
at Maine Street



- 4) The Mall. Some of the traffic problems at the Mall are the result of the angled parking in an environment with excessive pedestrian activity. Many pedestrians dart out into traffic across Maine Street to get to the Mall. All of these, in the same place, causes friction and conflict. This is the area with the least amount of problems in terms of vehicular traffic flow. The area is more problematic for pedestrians. The street in this area is very wide and open, which causes traffic to increase speed.
- 5) Fitch Place/Shop and Save Entrance. The primary problem in this area are overlapping left hand turns: traffic on both sides of the street seek to make left hand turns in the same general location, which blocks each other's entrances. For instance, one who would like to go down Fitch Place will tend to give up due to the stacking of cars seeking to make a left hand turn into the Shop and Save. This makes left hand turns out of Fitch Place nearly impossible. The at-grade rail road crossing exacerbates the problem. More control and guidance for motorists would help the situation in this area. In addition to this, crossing distances for pedestrians are extremely long and often results in conflicts with people who are parking to access the Mall. It would be helpful to accentuate all crosswalks in this area by using brick paving or textured materials and increased signage. Removing the crosswalk at _____ would be help, however, it would not be beneficial to remove crosswalks at locations where people will have a tendency to cross regardless. A crosswalk in the location of the Railroad Tracks would be beneficial, as cars are prepared to slow down.
- 6) Upper Maine Street. The character of Maine Street changes dramatically at Upper Maine Street. The street opens up widely, and there are numerous alternatives for cars. The problem is that there is much uncertainty for cars in this environment. It is unclear to many motorists that Bath Road bound traffic needs to yield to traffic on Maine Street travelling northbound.

The second major source of conflict is at Cleveland Street where cars need to merge with Maine Street bound vehicles travelling from Bath Road. At noontime, these conflicts can block traffic on Bath Road at the College. Drivers waiting to turn left from Bath Road are unsure of the right of way, and conflicts at Cleveland Street contribute to further confusion.
- 7) Bath Road at Federal Street. There are a number of pedestrian and bicycle issues at this intersection. There are too many crosswalks and poor lighting. This causes confusion for motorists and increases the potential for pedestrian conflicts.

Memo To: Bill Eaton
From: Andrew Singelakis
Re: Maine Street Traffic Narrative
Date: February 24, 1997

There are a variety of factors affecting Maine Street's traffic. Many of these are limitations that are very difficult, if not impossible, to correct without causing major disruptions to the downtown community. The Master Plan has evaluated the traffic situation in a realistic manner. Traffic is but one of several factors which affect the vitality of the downtown. While head in parking contributes to certain safety risks, it is not feasible to convert these head-in spaces into parallel spots due to the number of lost spaces which will in turn have negative effects on the many businesses that depend upon parking close by.

The following are some of the key traffic problem areas along Maine Street. This is based upon current conditions. The Brunswick-Topsham Bypass will positively affect some of these problem areas:

- 1) Route 1 at Maine Street. The overcapacity of this intersection causes spillback south to the intersections of Maine and Pleasant Streets. This area of Maine Street, commonly known as the "Pool Table", is the result of heavy traffic coming from Topsham to Route 1 and BIW traffic from Cooks Corner seeking to find I-95. The problems experienced in this section of Maine Street are the result of traffic volumes. In the evening, the required double lane of Traffic heading southbound on Maine Street to Mason Street must yield to oncoming traffic. The extensive parking activity in this area causes additional traffic problems. The advent of the Bypass should alleviate this situation by offering an alternative for traffic seeking to go to Rte 1 and I-95. Whether or not this reduction in traffic will be sufficient enough to reinstate the signalized intersection remains to be seen; this situation will need to be continually monitored after the Bypass is completed.
- 2) Area Between Pleasant Street and Route 1. This area contains four lanes of traffic, however, each of the two central lanes act as turning lanes for cars travelling in both directions that are seeking to make left hand turns. This situation overloads the right lanes, and diminishes their capacity. Eliminating left hand turns on Maine Street will create other problems; particularly, this would choke Upper Maine Street.
- 3) Pleasant Street and Maine Street Intersection. This intersection has lane imbalance problems. Cars that are on the left hand lane of Pleasant Street turning left onto Maine Street are typically seeking to make a left hand turn after entering Maine Street. This compromises the capacity of the roadway. Currently the intersection is operating at a B or C level of service. Cars making right hand turns out of the Tontine Mall creates confusion for the other cars turning left from the Pleasant Street intersection. Pedestrian traffic flow in this area is problematic due to the width of the intersection.

One solution which has been suggested in the Comprehensive Plan is to make Pleasant Street a two way street. This may actually work well, as it would provide an alternative for cars to get back to I-95 via Pleasant Street outbound. Currently cars that are in the Maine Street area that seek to go back to Route 1-95 will go up to Noble Street, to Union Street, to Pleasant Street, to Maine Street to Mill Street. If Pleasant Street were a two way street, this situation would be avoided which would reduce the number of cars travelling on both Upper and Lower Maine Streets. This alternative should be explored only after the bypass has been constructed.

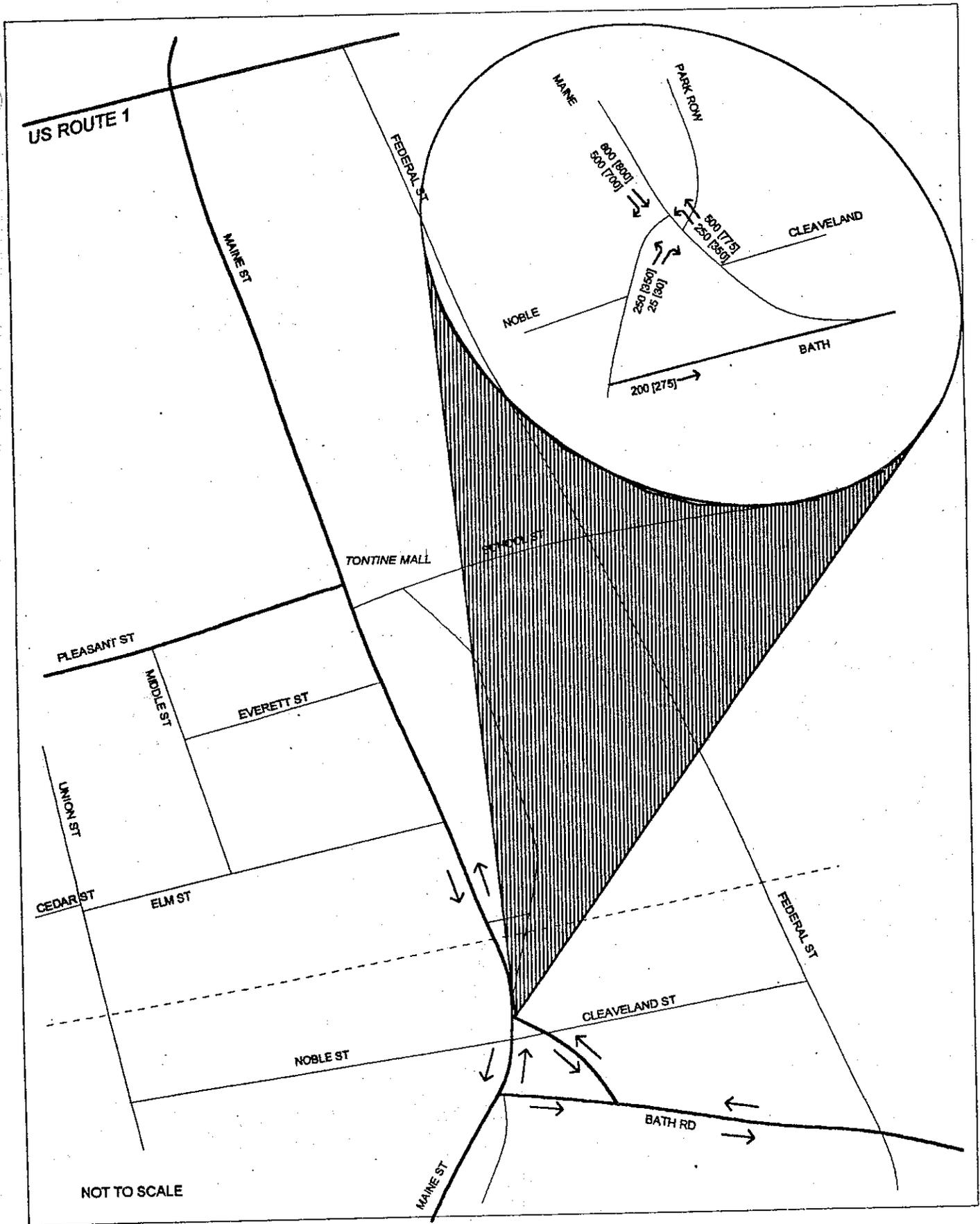


Figure 3
 ALTERNATIVE PLAN - SIGNAL PLUS MAIN ROUTE NE OF CHURCH

DOWNTOWN BRUNSWICK MASTER PLAN



EATON
 TRAFFIC
 ENGINEERING
 2 Riverside St., Brunswick, Maine
 (207) 725-0805 Fax (207) 725-9773

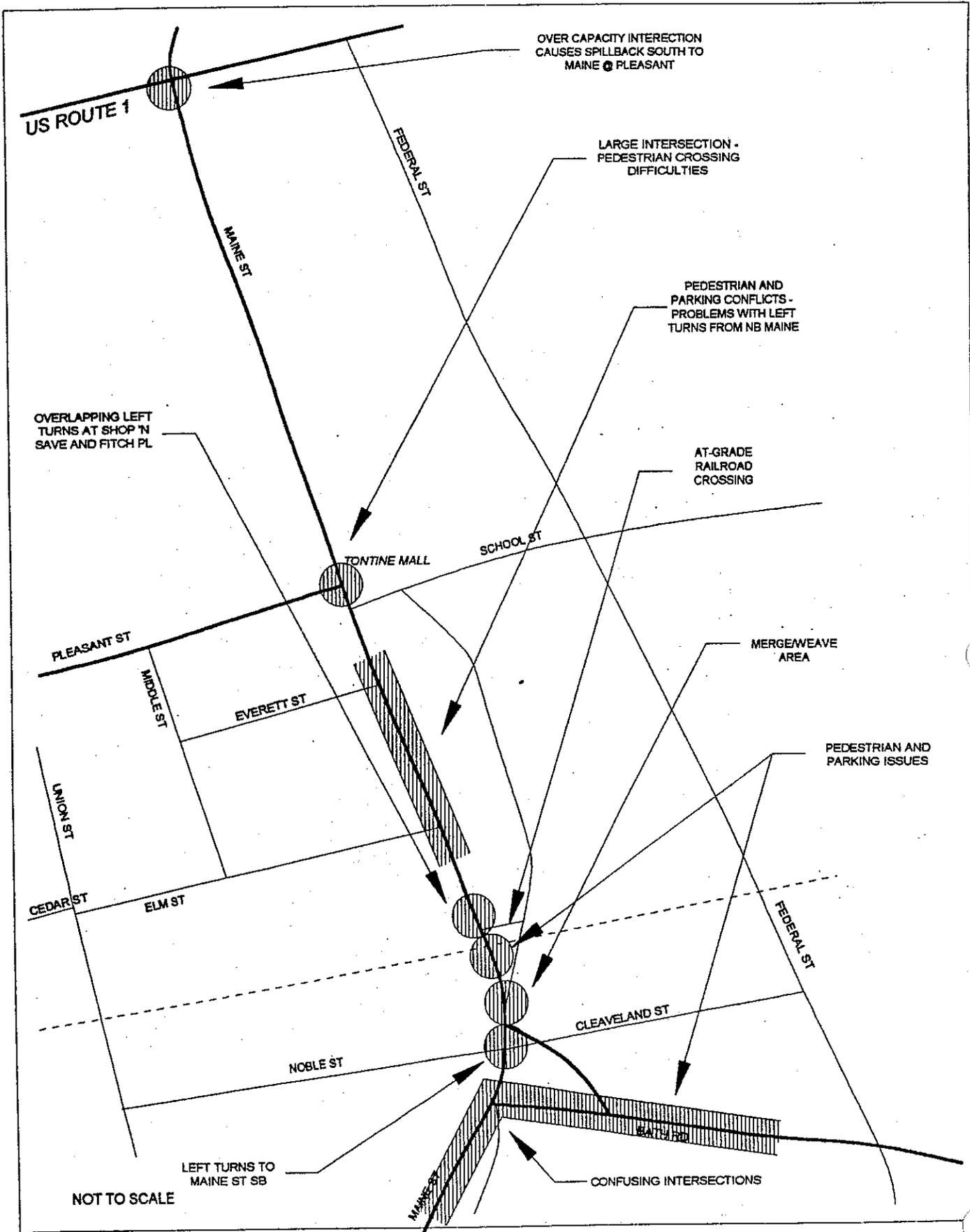


Figure 2
TRANSPORTATION RELATED ISSUES

DOWNTOWN BRUNSWICK MASTER PLAN

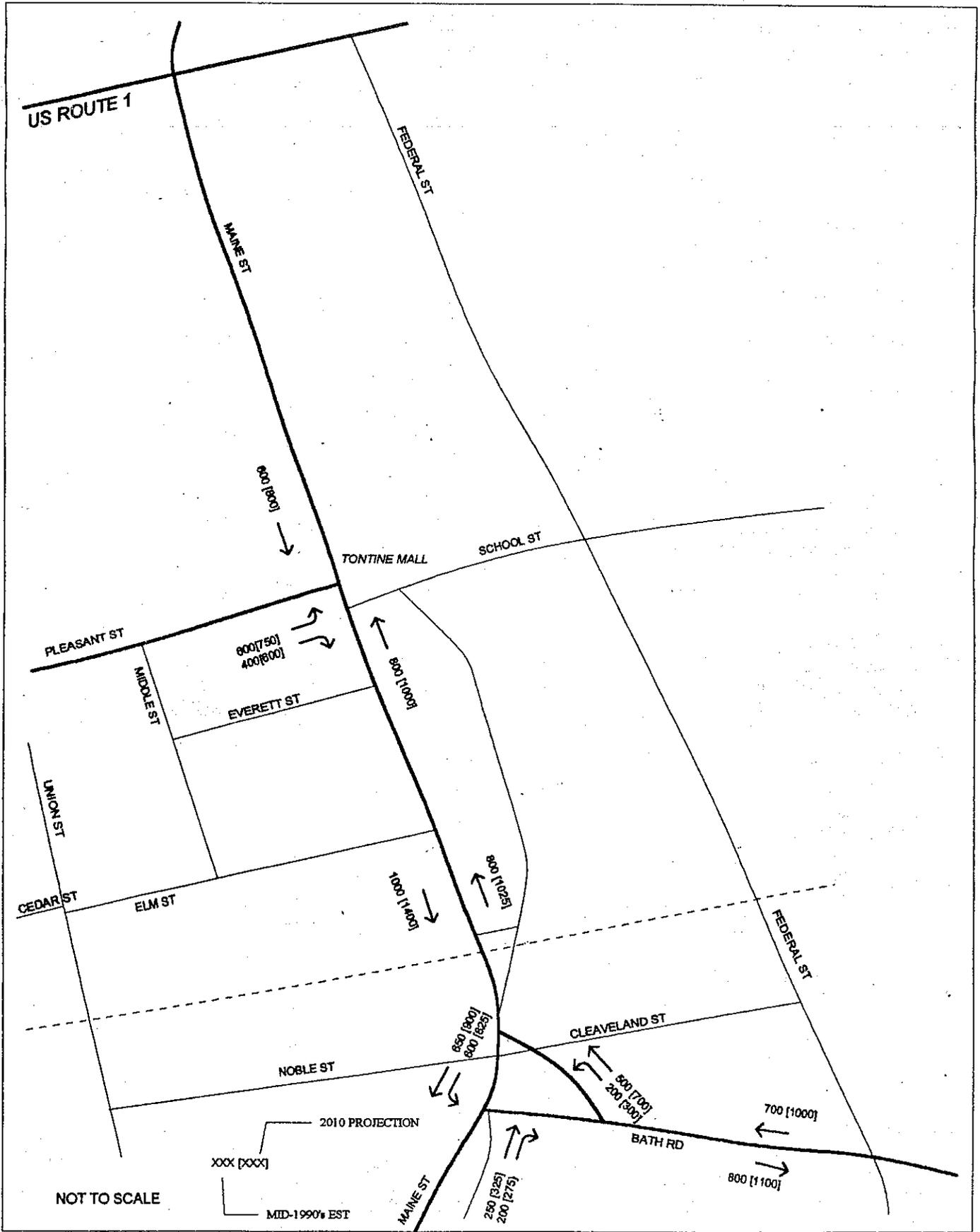


Figure 1
 APPROXIMATE MID-1990'S AND 2010 PEAK HOUR TRAFFIC VOLUMES

DOWNTOWN BRUNSWICK MASTER PLAN



EATON
 TRAFFIC
 ENGINEERING

2 Riverside St. - Brunswick, Maine
 (207) 725-9828 Fax (207) 725-9773

MAINE STREET IMPROVEMENTS: PLEASANT STREET

4. Raised Crosswalk at Pleasant and Middle Streets

Preliminary Opinion of Cost: 2/97

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing pavement	sy	275	2.00	550.00	
	remove and stockpile signs	ea.		5.00		550.00
2	UTILITIES					
	adjust water gates to grade	l.s.		2,000.00		
	relocate electrical service	cy		10.00		
	regrade/relocate drainage structures	l.s.	1	5,000.00	<u>5,000.00</u>	5,000.00
3	EARTHWORK					
	excavation	cy		8.00		
	gravel to raise road base	cy	90	12.00	1,080.00	
	loam	cy		18.00		1,080.00
4	PAVING					
	sidewalks: conc. unit pavers	sf	1,120	5.00	5,600.00	
	driveway crossings: conc. unit pavers	sf		5.00		
	crosswalks	sf		0.85		
	asphalt road pavement (middle of intersection)	sf	1,500	1.00	<u>1,500.00</u>	7,100.00
5	CURBING					
	restore/reset ex. granite curb	lf		12.00		
	new vertical granite curb	lf	160	20.00	3,200.00	
	flush granite setts (traffic calming texture)	sf	1,400	10.00	<u>14,000.00</u>	17,200.00
5	LIGHTING					
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.		1,200.00		
	underground conduit	ea		100.00		
6	LANDSCAPING					
	street trees	ea		500.00		
	sod	sf		1.00		
7	SITE FURNISHINGS					
	benches	ea		800.00		
	trash receptacles	lf		400.00		
	traffic signs	lf		25.00		
	street signs	ea		50.00		
	misc.	ea				
	bike racks	lf		30.00		

Total	30,930.00
15% contingency	<u>4,639.50</u>
Subtotal	35,569.50
Survey / Engineering	<u>5,335.43</u>
GRAND TOTAL	40,904.93

MAINE STREET IMPROVEMENTS: PLEASANT STREET

2. South Side of Pleasant from Maine St. to Middle Street

Preliminary Opinion of Cost: 2/97

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1 SITE PREP / DEMOLITION						
	remove existing pavement	sy	380	2.00	760.00	
	remove and stockpile signs	ea.	10	5.00	50.00	810.00
2 UTILITIES						
	adjust water gates to grade	l.s.	4	2,000.00	8,000.00	
	relocate electrical service	cy		10.00		
	drainage structures					8,000.00
3 EARTHWORK						
	excavation	cy		8.00		
	gravel	cy		12.00		
	loam	cy		18.00		
4 PAVING						
	sidewalks: conc. unit pavers	sf	3,120	5.00	15,600.00	
	driveway crossings: conc. unit pavers	sf	400	5.00	2,000.00	
	crosswalks	sf		0.85		
	cobble tree pits, 6x6	ea	10	360.00	<u>3,600.00</u>	21,200.00
5 CURBING						
	restore/reset ex. granite curb	lf		12.00		
	new vertical granite curb	lf	600	20.00	12,000.00	
	curved vertical granite curb	lf	140	25.00	<u>3,500.00</u>	15,500.00
5 LIGHTING						
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.		1,200.00		
	underground conduit	ea		100.00		
6 LANDSCAPING						
	street trees	ea	10	500.00	5,000.00	
	sod	sf	600	1.00	<u>600.00</u>	5,600.00
7 SITE FURNISHINGS						
	benches	ea		800.00		
	trash receptacles	lf	1	400.00	400.00	
	traffic signs	lf	2	25.00	50.00	
	street signs	ea	1	50.00	50.00	
	misc.	ea				
	bike racks	lf		30.00		

		<u>500.00</u>
Total		51,610.00
15% contingency		<u>7,741.50</u>
Subtotal		59,351.50
Survey / Engineering		<u>8,902.73</u>
GRAND TOTAL		68,254.23

MAINE STREET IMPROVEMENTS:

LONG-RANGE IMPROVEMENTS AT BATH & MAINE

Preliminary Opinion of Cost: 1/97

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing pavement	sy	1,650	2.00	3,300.00	
	remove and stockpile signs	ea.	20	5.00	<u>100.00</u>	3,400.00
2	UTILITIES					
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		
	adjust drainage structures	ea	20	1,000.00	<u>20,000.00</u>	22,000.00
3	EARTHWORK					
	excavation	cy		8.00		
	gravel	cy		12.00		
	loam	cy		18.00		
4	PAVING					
	sidewalks: conc. unit pavers	sf	10,800	5.00	54,000.00	
	striping	lf	1,000	1.00	1,000.00	
	crosswalks	sf	5,250	0.85	4,462.50	
	new road paving	sf	62,500	1.50	<u>93,750.00</u>	153,212.50
5	CURBING					
	restore/reset ex. granite curb	lf	1,975	12.00	23,700.00	
	new vertical granite curb	lf		20.00		
	sloped vertical granite curb	lf		15.00		23,700.00
5	LIGHTING/TRAFFIC SIGNALS					
	mast-arm signal	ea.		3,000.00		
	walkway lighting	ea.		1,200.00		
	underground conduit	ea		100.00		
6	LANDSCAPING					
	street trees	ea	20	500.00	10,000.00	
	sod	sf	15,000	1.00	<u>15,000.00</u>	25,000.00
7	SITE FURNISHINGS					
	benches	ea		800.00		
	trash receptacles	lf		400.00		
	traffic signs	lf		25.00		
	street signs	ea		50.00		
	misc.	ea				
	bike racks	lf		30.00		

Total	227,312.50
15% contingency	<u>34,096.88</u>
Subtotal	261,409.38
Survey / Engineering	<u>39,211.41</u>
GRAND TOTAL	300,620.78

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

Summary of Costs by Area

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	AREA:	1	2	3	4	5	6	7	8	9	10	item total
1	SITE PREP / DEMO		2,250	1,040	2,250	2,132	650	1,000	660	2,250	6,000	3,200	21,432
2	UTILITIES		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	20,000
3	EARTHWORK		2,160	2,128	2,088	2,050	1,544	2,280	1,800	2,900	1,500	3,000	21,450
4	PAVING		15,063	14,566	10,245	12,616	11,120	17,470	27,593	22,413	11,420	22,755	165,259
5	CURBING		5,700	6,240	2,400	8,800	5,600	9,920	20,480	14,800	5,200	22,800	101,940
5	LIGHTING		2,400	2,400	1,200	3,600	2,400	2,400	4,800	3,600	2,400		25,200
6	LANDSCAPING		2,500	2,500	2,000		2,500	2,500	2,500	2,500	1,500	3,000	21,500
7	SITE FURNISHINGS		2,450	1,250	2,000		2,450	2,500		2,450		8,450	21,550
TOTAL:			34,523	32,124	24,183	31,198	28,264	40,070	59,833	52,913	30,020	65,205	398,331
15% conting.			<u>5,178</u>	<u>4,819</u>	<u>3,627</u>	<u>4,680</u>	<u>4,240</u>	<u>6,011</u>	<u>8,975</u>	<u>7,937</u>	<u>4,503</u>	<u>9,781</u>	<u>59,750</u>
subtotal:			39,701	36,942	27,810	35,877	32,504	46,081	68,807	60,849	34,523	74,986	458,080
15% eng.			<u>5,955</u>	<u>5,541</u>	<u>4,172</u>	<u>5,382</u>	<u>4,876</u>	<u>6,912</u>	<u>10,321</u>	<u>9,127</u>	<u>5,178</u>	<u>11,248</u>	<u>68,712</u>
SECTION TOTAL:			45,656	42,483	31,982	41,259	37,379	52,993	79,128	69,977	39,701	86,234	526,792

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

9. Park Row: from Cleaveland to Bath

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing bit. conc. pavement	sy	3,000	2.00	6,000.00	
	remove and stockpile signs	ea.		5.00		6,000.00
2	UTILITIES					
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		
	drainage structures					2,000.00
3	EARTHWORK					
	excavation	cy	75	8.00	600.00	
	gravel	cy	75	12.00	900.00	
	loam	cy		18.00		
						1,500.00
4	PAVING					
	sidewalks: conc. unit pavers	sf	2,000	5.00	10,000.00	
	driveway crossing: bit. conc.	sf		1.00		
	crosswalks	sf	400	0.85	340.00	
	cobble tree pits, 6x6	ea	3	360.00	<u>1,080.00</u>	
						11,420.00
5	CURBING					
	restore/reset ex. granite curb	lf		12.00		
	new vertical granite curb	lf	260	20.00	5,200.00	
	curved vertical granite curb	lf	40	25.00	<u>1,000.00</u>	
						5,200.00
5	LIGHTING					
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.	2	1,200.00	2,400.00	
	underground conduit	ea		100.00		
						2,400.00
6	LANDSCAPING					
	street trees	ea	3	500.00	1,500.00	
	sod	sf		1.00		
						1,500.00
7	SITE FURNISHINGS					
	benches	ea		800.00		
	trash receptacles	lf		400.00		
	traffic signs	lf		25.00		
	street signs	ea		50.00		
	misc.	ea				
	bike racks	lf		30.00		

Total	30,020.00
15% contingency	<u>4,503.00</u>
Subtotal	34,523.00
Survey / Engineering	<u>5,178.45</u>
GRAND TOTAL	39,701.45

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

7. Park Row: from Green to Railroad

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing bit. conc. pavement	sy	330	2.00	660.00	
	remove and stockpile signs	ea.		5.00		660.00
2	UTILITIES					
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		
	drainage structures					2,000.00
3	EARTHWORK					
	excavation	cy	90	8.00	720.00	
	gravel	cy	90	12.00	1,080.00	
	loam	cy		18.00		1,800.00
4	PAVING					
	sidewalks: conc. unit pavers	sf	5,100	5.00	25,500.00	
	driveway crossing: bit. conc.	sf	800	1.00	800.00	
	crosswalks	sf	250	0.85	212.50	
	cobble tree pits, 6x6	ea.	3	360.00	<u>1,080.00</u>	27,592.50
5	CURBING					
	restore/reset ex. granite curb	lf	590	12.00	7,080.00	
	new vertical granite curb	lf	670	20.00	13,400.00	
	curved vertical granite curb	lf		25.00		20,480.00
5	LIGHTING					
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.	4	1,200.00	4,800.00	
	underground conduit	ea		100.00		4,800.00
6	LANDSCAPING					
	street trees	ea	5	500.00	2,500.00	
	sod	sf		1.00		2,500.00
7	SITE FURNISHINGS					
	benches	ea		800.00		
	trash receptacles	lf		400.00		
	traffic signs	lf		25.00		
	street signs	ea		50.00		
	misc.	ea				
	bike racks	lf		30.00		

Total	59,832.50
15% contingency	<u>8,974.88</u>
Subtotal	68,807.38
Survey / Engineering	<u>10,321.11</u>
GRAND TOTAL	79,128.48

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

5. West side of Maine St.: from Noble to Bath

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1 SITE PREP / DEMOLITION						
	remove existing bit. conc. pavement	sy	325	2.00	650.00	
	remove and stockpile signs	ea.		5.00		650.00
2 UTILITIES						
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		
	drainage structures					2,000.00
3 EARTHWORK						
	excavation	cy	70	8.00	560.00	
	gravel	cy	70	12.00	840.00	
	loam	cy	8	18.00	<u>144.00</u>	1,544.00
4 PAVING						
	sidewalks: conc. unit pavers	sf	1,850	5.00	9,250.00	
	driveway crossing: bit. conc.	sf	300	1.00	300.00	
	crosswalks	sf	1,000	0.85	850.00	
	cobble tree pits, 6x6	ea	2	360.00	<u>720.00</u>	11,120.00
5 CURBING						
	restore/reset ex. granite curb	lf		12.00		
	new vertical granite curb	lf	280	20.00	5,600.00	
	curved vertical granite curb	lf	30	25.00	<u>750.00</u>	5,600.00
5 LIGHTING						
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.	2	1,200.00	2,400.00	
	underground conduit	ea		100.00		2,400.00
6 LANDSCAPING						
	street trees	ea	5	500.00	2,500.00	
	sod	sf		1.00		2,500.00
7 SITE FURNISHINGS						
	benches	ea	2	800.00	1,600.00	
	trash receptacles	lf	2	400.00	800.00	
	traffic signs	lf		25.00		
	street signs	ea	1	50.00	50.00	
	misc.	ea				
	bike racks	lf		30.00		
						<u>2,450.00</u>
				Total		28,264.00
				15% contingency		<u>4,239.60</u>
				Subtotal		32,503.60
				Survey / Engineering		<u>4,875.54</u>
				GRAND TOTAL		37,379.14

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

2. West side of Maine St.: from Everett to Elm

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing bit. conc. pavement	sy	520	2.00	1,040.00	
	remove and stockpile signs	ea.		5.00		1,040.00
2	UTILITIES					
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		
	drainage structures					2,000.00
3	EARTHWORK					
	excavation	cy	92	8.00	736.00	
	gravel	cy	92	12.00	1,104.00	
	loam	cy	16	18.00	<u>288.00</u>	
						2,128.00
4	PAVING					
	sidewalks: conc. unit pavers	sf	2,500	5.00	12,500.00	
	driveway crossing: bit. conc.	sf	600	1.00	600.00	
	crosswalks	sf	30	0.85	25.50	
	cobble tree pits, 6x6	ea	4	360.00	<u>1,440.00</u>	
						14,565.50
5	CURBING					
	restore/reset ex. granite curb	lf	120	12.00	1,440.00	
	new vertical granite curb	lf	240	20.00	4,800.00	
	curved vertical granite curb	lf	60	25.00	<u>1,500.00</u>	
						6,240.00
5	LIGHTING					
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.	2	1,200.00	2,400.00	
	underground conduit	ea		100.00		
						2,400.00
6	LANDSCAPING					
	street trees	ea	5	500.00	2,500.00	
	sod	sf		1.00		
						2,500.00
7	SITE FURNISHINGS					
	benches	ea	1	800.00	800.00	
	trash receptacles	lf	1	400.00	400.00	
	traffic signs	lf		25.00		
	street signs	ea	1	50.00	50.00	
	misc.:	ea	1			
	bike racks	lf		30.00		
						<u>1,250.00</u>
						Total 32,123.50
						15% contingency <u>4,818.53</u>
						Subtotal 36,942.03
						Survey / Engineering <u>5,541.30</u>
						GRAND TOTAL 42,483.33

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

1. West side of Maine St.: from Pleasant to Everett

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	TOTAL
1	SITE PREP / DEMOLITION					
	remove existing pavement	sy	1,125	2.00	2,250.00	
	remove and stockpile signs	ea.		5.00		2,250.00
2	UTILITIES					
	adjust water gates to grade	l.s.	1	2,000.00	2,000.00	
	relocate electrical service	cy		10.00		2,000.00
	drainage structures					
3	EARTHWORK					
	excavation	cy	90	8.00	720.00	
	gravel	cy	90	12.00	1,080.00	
	loam	cy	20	18.00	<u>360.00</u>	2,160.00
4	PAVING					
	sidewalks: conc. unit pavers	sf	2,450	5.00	12,250.00	
	driveway crossing: bit. conc.	sf	800	1.00	800.00	
	crosswalks	sf	250	0.85	212.50	
	cobble tree pits, 6x6	ea	5	360.00	<u>1,800.00</u>	15,062.50
5	CURBING					
	restore/reset ex. granite curb	lf	100	12.00	1,200.00	
	new vertical granite curb	lf	225	20.00	4,500.00	
	curved vertical granite curb	lf	40	25.00	<u>1,000.00</u>	5,700.00
5	LIGHTING					
	high mast lighting	ea.		1,600.00		
	walkway lighting	ea.	2	1,200.00	2,400.00	
	underground conduit	ea		100.00		2,400.00
6	LANDSCAPING					
	street trees	ea	5	500.00	2,500.00	
	sod	sf		1.00		2,500.00
7	SITE FURNISHINGS					
	benches	ea	2	800.00	1,600.00	
	trash receptacles	lf	2	400.00	800.00	
	traffic signs	lf		25.00		
	street signs	ea	1	50.00	50.00	
	misc.	ea				
	bike racks	lf		30.00		
						<u>2,450.00</u>
						Total 34,522.50
						15% contingency <u>5,178.38</u>
						Subtotal 39,700.88
						Survey / Engineering <u>5,955.13</u>
						GRAND TOTAL 45,656.01

MAINE STREET IMPROVEMENTS: PLEASANT ST. TO BATH ROAD

Summary of Costs by Area

Preliminary Opinion of Cost: 9/96

Terrence J. DeWan & Associates

ITEM	DESCRIPTION	AREA:	1	2	3	4	5	6	7	8	9	10	item total
1	SITE PREP / DEMO		2,250	1,040	2,250	2,132	650	1,000	660	2,250	6,000	3,200	21,432
2	UTILITIES		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	20,000
3	EARTHWORK		2,160	2,128	2,088	2,050	1,544	2,280	1,800	2,900	1,500	3,000	21,450
4	PAVING		15,063	14,566	10,245	12,616	11,120	17,470	27,593	22,413	11,420	22,755	165,259
5	CURBING		5,700	6,240	2,400	8,800	5,600	9,920	20,480	14,800	5,200	22,800	101,940
5	LIGHTING		2,400	2,400	1,200	3,600	2,400	2,400	4,800	3,600	2,400		25,200
6	LANDSCAPING		2,500	2,500	2,000		2,500	2,500	2,500	2,500	1,500	3,000	21,500
7	SITE FURNISHINGS		2,450	1,250	2,000		2,450	2,500		2,450		8,450	21,550
TOTAL:			34,523	32,124	24,183	31,198	28,264	40,070	59,833	52,913	30,020	65,205	398,331
15% conting.			<u>5,178</u>	<u>4,819</u>	<u>3,627</u>	<u>4,680</u>	<u>4,240</u>	<u>6,011</u>	<u>8,975</u>	<u>7,937</u>	<u>4,503</u>	<u>9,781</u>	<u>59,750</u>
subtotal:			39,701	36,942	27,810	35,877	32,504	46,081	68,807	60,849	34,523	74,986	458,080
15% eng.			<u>5,955</u>	<u>5,541</u>	<u>4,172</u>	<u>5,382</u>	<u>4,876</u>	<u>6,912</u>	<u>10,321</u>	<u>9,127</u>	<u>5,178</u>	<u>11,248</u>	<u>68,712</u>
SECTION TOTAL:			45,656	42,483	31,982	41,259	37,379	52,993	79,128	69,977	39,701	86,234	526,792

**Private Donations to the Downtown Master Development Plan
1995 - 1996**

Androscoggin Savings Bank
Arrow Hart/Cooper Industries
Bath Savings Institution
Bowdoin College
Brunswick Coal & Lumber
Brunswick Federal Savings
Brunswick Shop 'n Save
Ms. Virginia Caruso, downtown business representative
Coastal Savings Bank
Coldwell Banker/Gleason Real Estate
Fleet Bank
Goodwin's Chevrolet
Key Bank of Maine
Maine Bank and Trust
Maine Yankee Atomic Power Company
Mrs. Faith Moll, Town Councilor Downtown District
People's Insurance Company
Riley Insurance Company
Stowe Travel International
Times Record
Treworgy's Furniture
Waterfront Maine

created in the past that we attempted to resolve some of the parking and landscaping issues. Both of these issues were factors in MBNA's decision not to locate at this facility, and the resolution of these issues will serve a broader economic development purpose for the town.

6. **Sources of Funding/Action Plan** A goal of this plan will be to make the downtown business community aware of all sources of financing (both private and public) available to local merchants. In addition, sources of financing and funding strategies for capital improvements shall be explored, including tax incremental financing, special assessment districting, and other mechanisms.

file:downtown

a plan that will be designed to take greater advantage of the cultural opportunities that downtown Brunswick offers. This goal is pursuant to the strategies set forth in the recent Mt. Auburn Associates study conducted for the BBT.

3. **Review of Previous Studies.** Prior to the development of this master plan, it will be necessary to review previous plans and studies that have been conducted on the Maine Street area, and to re-assemble this information in one place. Some of these plans include the Redevelopment Plan for Downtown, traffic studies for specific projects that have gained approval, Fort Andross Parking Plan, the site plans for Maine Street Station and Shop & Save sites. It is critical to review that which has been analyzed in the past, to reflect on that information and to re-evaluate those recommendations. The Committee though staff support by the Planning Department will reassemble this information and will review it prior to selecting a consultant.
4. **Selection of Consultant.** A request for Proposals shall be prepared which shall outline the scope of work. Proposals shall be reviewed by the Steering Committee, who will then interview and select the consultants.

The following elements will be included in the plan:

Funds may not permit the development of detailed plans for each and every one of the following issues. The level of detail, and the range of issues covered based on funding limitations will be worked through with the Steering Committee:

1. **Delineation of Project Boundaries.** The key focus of this project shall be the central Maine Street and Pleasant Street Corridors. Since funds will be limited, it will be critical to narrow the focus of the project to the greatest feasible extent.
2. **ADA Analysis.** The Town has a vested interest in design standards to meet federal and state ADA requirements. The master development plan will evaluate building entrances on Maine Street, and will make recommendations to individual business owners regarding needs for ADA compliance. Participation in this aspect of the study shall be strictly voluntary for business owners who seek to benefit from its results. In addition, the analysis will recommend specifications for ADA requirements (such as ramps) that can be incorporated into the zoning regulations and used by the Village Review Board.
3. **Parking Lot Access and Visibility.** The plan will evaluate current parking lots and vacant parcels to establish strategies for making such lots more attractive and accessible to visitors. The plan will also explore issues surrounding signage, and ways by which to direct visitors to those parking lots within the downtown area.
4. **Maine Street Improvements/Pedestrian Safety.** The plan will evaluate design factors contributing to pedestrian safety in the area. This will include the exploration of actual improvements to Maine Street, such as a median center strip and other traffic calming and aesthetic features. In addition, all cross walks will be evaluated and recommendations of the traffic engineer will be received by the Steering Committee. Other recommendations will be made regarding physical improvements to Maine Street including landscaping, sidewalk improvements and an evaluation of potential lighting improvements from Upper Maine Street (in and around the Maine Street Station site) to Lower Maine Street at Fort Andross and Lower Pleasant Street.
5. **Fort Andross.** The plan will evaluate design strategies in order to visually link Fort Andross with the rest of the downtown. In addition, the plan needs to explore site plans that have been

725-5773

TOWN OF BRUNSWICK
Department of Planning and Development
28 Federal Street
Brunswick, ME 04101

(207) 725-6660
FAX (207) 725-6663
E-Mail: ~~asingela@potar.bowdoin.edu~~

Brunswick.

ANDREW SINGELAKIS
Director of Planning & Development

Memo To: Brunswick Town Council
From: Andrew Singelakis, Director of Planning & Development
Date: May 8, 1995
Re: Downtown Master Development Plan Project

Located within my budget is \$15,000 to invest in a Downtown Master Development Plan with the Brunswick In-Town Group (BIG). Attached please find a letter of support from BIG, as well as letters from Mike Finnegan of Key Bank and Arlene Morris of Spindleworks. This is a relatively small amount for the town to invest in its downtown considering the vast tax revenues generated from this area. The success of downtown Brunswick depends upon well thought through comprehensive strategies for maintaining its viability. \$15,000 should be considered to be a bare minimum to achieve all objectives of this plan. Members of BIG have stated a strong interest in contributing to this effort to increase the scope of work that can be achieved through this process.

The purpose of this plan will be to present specific recommendations regarding needed capital improvements in the downtown area, and to present a strategy for implementation. Some of these issues have already been resolved through previous efforts, and others will be devised using the design consultants that are utilized. Some of the elements of the plan will be conducted by Planning Staff and committee members. The plan also will address issues such as the financing of these capital improvements, and providing a time frame for implementation.

I anticipate working with a small steering committee, consisting of about 5 members, who will select a consulting team consisting of a landscape architect and traffic engineer. The steering committee will coordinate the activities of the consultant. The project results will provide direction for future use. The steering committee should consist of representatives of BIG, the VRB, Bowdoin College, a town councilor, local resident and downtown arts community. Some representatives may fall under more than one category. Other people will be brought into discussions as necessary.

I anticipate the following procedural steps:

1. **Selection of Committee.** The first step should be the selection of the steering committee. This is a critical first step, as the plan that is to be developed must be a plan for and by the merchants and residents of Downtown Brunswick. It is critical that all decision making involved in this plan incorporate the intent of such merchants and residents as early on as possible. The details of appointment to the Committee will be set forth at a later date; most of the participants shall come from existing bodies.
2. **Development of Process.** A process for participation will be developed with the assistance of the consultants that are selected. This will include workshops and events that will be used to raise awareness of planning issues in the downtown. A goal of the plan will be to develop

car

Appendices

Request for Proposal
Private Donors
Cost Details
Traffic Details
Maine Street Traffic Narrative
Route One Off-ramps at Maine Street
Downtown Bicycle Circulation Plan
DMDP Consistency with Comprehensive Plan
Memo re: CMP lines underground
Newspaper Articles
Public Forum Agenda/Handout
Parking Lot Inventory Memo
Upper Maine Street: Long Range Plan
Accessibility Survey and Recommendations

TABLE 4
Miscellaneous Recommendations

Action	Priority	Responsibility	Comments	Cost
1. New development/redevelopment of Maine Street between Pleasant and Noble Street should respond to the historic land use patterns on the rest of Maine Street.	Immediate	Village Review Board, Planning Board, Private Businesses	Design Guidelines from the zoning process are available. Maine Street Station could have a major impact on the appearance and function of Maine Street.	
2. Streetscape materials and landscaping should be reviewed for compatibility with existing materials used on Maine Street.	Immediate	Village Review Board, Planning Board, Private Businesses		
3. New signage should be clear, simple, and appropriate to the surrounding buildings.	Immediate	Zoning Ordinance Development Task Force		
4. ADA Compliance	High	Private Businesses, Individual Merchants, Town, Planning Board	All of Town's capital improvements need to be accessible.	
5. Building facades	Medium	Village Review Board, Planning Board, Private Businesses	Create incentives for property owners.	



TABLE 3
Community Development

Location / Action	Priority	Responsibility	Comments	Cost
1. Anniversary Park	Immediate	Town	See Figure 4	
2. Maine Street Station Redevelopment	Immediate	Town with private business. Discuss funding with MDOT.	Town should fund a feasibility analysis of the concept plan.	
3. Graphic design program: graphic systems for all municipal signs	Immediate	Town with private business		
4. Direction signs: various locations	Immediate		See Figure 6.	
5. Parking lot signage	Immediate	Town		
6. Downtown directory: Maine & Pleasant	Immediate		See Figure 7.	
7. Remove/relocate stray utility lines and poles on private properties	Immediate	Village Review Board, private businesses, CMP, NYNEX	Comply with current zoning.	
8. Petunias in center median strip	Immediate	Village Improvement Association, Town	A highly successful program.	Private Contributions
9. Hanging flower pots, additional trees, flower beds	Immediate	Village Improvement Association, BIG, and private businesses	Encourage the use of plantings throughout the downtown area.	Private Contributions
10. Right of first refusal on key properties for future parking	High	Town	Recommendations from Traffic Safety Committee.	
11. Benches throughout Maine Street	High	Gift Catalogue; privately funded. BIG could coordinate with merchants.	Consult with Public Works.	
12. Public art	Medium	Privately funded and coordinated.	Establish a local arts commission to coordinate with VIA and BIG.	
13. Remove traffic signal wires from Maine/Pleasant Street intersection	Medium	Town with private contributions CMP	See 9.10.96 memo, in Appendix.	
14. Bury/relocate utility lines from Pleasant Street to Bowdoin College	Medium	Town with private businesses, CMP	See 9.10.96 memo, in Appendix.	
15. Study feasibility of air rights development over Route One	Low	Town, MDOT	See Figure 10.	



TABLE 2
Street, Traffic, and Parking Improvements: as noted

Location / Action	Priority	Responsibility	Comments	Cost
1. Near-Term Plan for Upper Maine Street around First Parish Church	Immediate	Town, MDTOT, Bowdoin College	Includes new sidewalks, granite curbing, pedestrian lighting, and plantings. See Figure 15	\$160,000 - \$200,000
2. Connect municipal parking lot on Cumberland St. with Pleasant St.	Immediate	Town and affected property owners	Town to pursue ownership or use agreement.	n/a
3. Raised Crosswalk at Pleasant and Middle Streets	Immediate	Town	Traffic Calming device in front of Post Office. Storm drainage issues need to be resolved in coordination with crosswalk design.	\$40,000 - \$50,000 n/a drainage improvements
4. Traffic signal at Mill and Maine Streets (existing)	Ongoing	Town and MDTOT	Signal was installed and deactivated with traffic back-up. Town should monitor traffic movement in this area when Bypass is completed.	n/a
5. Crosswalk from Fort Andross to Anniversary Park	High	Town	Develop in conjunction with Anniversary Park, Route One off-ramps and traffic signal at Mill St.	n/a
6. Fort Andross parking lot redevelopment	High	Private development, with Waterfront Maine, MDTOT and Town cooperation	Phased development: 1: reorganization of Cabot Street; 2: landscaping and lighting. Coordinate relocation of Park 'N' Ride lot with MDTOT. See Figure 11.	\$250,000 - \$300,000
7. Maine Street/School Street re-alignment near Bull Moose Music	Medium	Town and MDTOT, opportunity for public/private partnership	See Figure 12.	\$80,000 - \$100,000 n/a drainage improvements
8. Long-Term Improvements for Upper Maine Street around First Parish Church	Low	Town, MDTOT, Bowdoin College	Town should monitor the improvements in this area when Bypass is completed. See Figure 16.	\$300,000 - \$360,000

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+ etc

Table 2
Street, Traffic
and Parking Improvements

TABLE 1
Streetscape Improvements: new sidewalks, granite curbing, pedestrian lighting, street trees, except as noted

Location	Priority	Responsibility	Comments	Cost Range
1. North and south side of Pleasant Street, from Maine Street to Middle Street.	Immediate	Town, with private contributions	Sidewalks and curbing only - trees and lighting are already in place.	\$140,000 - \$175,000
2. South sides of Pleasant Street, in front of Library	Immediate	Town, with private contributions	Sidewalks and curbing only - trees and lighting are already in place.	\$35,000 - \$45,000
3. West side of Maine Street from Rite Aid to Noble Street	High	Town, with private contributions Possible Impact Fee	This portion of Maine Street has the greatest redevelopment potential. An impact fee could be established to partially fund the project.	\$200,000 - \$250,000
4. West side of Mall along Maine Street	High	Town, with private contributions	Sidewalks and curbing only - trees and lighting are already in place.	\$80,000 - \$100,000
5. Park Row, from School Street to Bath Road	High	Town, with private contributions	Sidewalks and curbing only - trees and lighting are already in place.	\$160,000 - \$200,000
6. Mill Street	High	MDOT, Town		\$80,000 - \$100,000
7. West side of Maine Street from Fort Andross to Mill Street	Medium	Town, with private contributions through Capital Improvement Funding Process	Develop concurrently with improvements to Fort Andross parking lot Granite curbing already in place.	\$20,000 - \$50,000
8. East side of Maine Street from Anniversary Park to Satellite TV	Medium	Town, with private contributions	Coordinate with MDOT. Granite curbing already in place.	\$16,000 - \$20,000
9. West side of Maine Street, from CMP Fish Viewing Station to Fort Andross	Low	Town, with private contributions	Coordinate linkage over Androssoggin River bridge with Topsham. Granite curbing already in place.	\$40,000 - \$50,000

Priorities (apply to Tables 1-4)

- Immediate:** Urgent - should be accomplished within two years.
- High:** Essential - should be accomplished within four years.
- Medium:** Important - should be accomplished within seven years.
- Low:** Highly desirable - should be accomplished within ten years.



WITH FORT ANDROSS PARKING LOT, PRIVATE CONTRIBUTIONS AT 25%:

Private Contribution at 25% 355,000
Town Contribution at 75% 1,065,000

	<i>Amount Per Year OVER</i>	<i>5 years</i>	<i>7 years</i>	<i>10 years</i>
Private		71,000	50,714	35,500
Town		213,000	152,143	106,500

WITHOUT FORT ANDROSS PARKING LOT, PRIVATE CONTRIBUTIONS AT 25%

Private Contribution at 25% 280,000
Town Contribution at 75% 840,000

	<i>Amount Per Year OVER</i>	<i>5 years</i>	<i>7 years</i>	<i>10 years</i>
Private		56,000	40,000	28,000
Town		168,000	120,000	84,000

WITH FORT ANDROSS PARKING LOT, PRIVATE CONTRIBUTIONS AT 20%

Private Total 284,000
Town Total 1,136,000

	<i>Amount Per Year OVER</i>	<i>5 years</i>	<i>7 years</i>	<i>10 years</i>
Private		56,800	40,571	28,400
Town		227,200	162,286	113,600

WITHOUT FORT ANDROSS PARKING LOT, PRIVATE CONTRIBUTIONS AT 20%

Private Total 224,000
Town Total 896,000

	<i>Amount Per Year OVER</i>	<i>5 years</i>	<i>7 years</i>	<i>10 years</i>
Private		44,800	32,000	22,400
Town		179,200	128,000	89,600

Maine Street Master Plan

IMMEDIATE PRIORITY	Responsibility	Cost	
Upper Maine Street comment: this should be excluded from fundraising effort, as significant amount of funding should come from MDOT	MDOT, Town & Bowdoin	\$200,000	
Both Sides Pleasant Street to Library Sidewalks & Speed Table at Library comment: these should be excluded from fundraising effort, as these are slated for improvement within the next fiscal year	Town of Brunswick Library	\$140,000 \$70,000	
Develop a Signage Graphics Program comment: this is my own preliminary estimate		\$25,000	
Remainder of Pleasant Street to Cushing Street		\$125,000	
Total			\$150,000

HIGH PRIORITY	Responsibility	Cost	
West Side of Maine Street from Rite Aid to Noble	Town & Fundraising	250,000	
West Side of Mall along Maine St.	Town & Fundraising	\$100,000	
Park Row from School to Bath Road	Town & Fundraising	\$200,000	
Mill Street	Town, Fundraising & MDOT	\$100,000	
Fort Andross Parking Lot	Town, FR & Waterfrmt Me.	300,000	
	Total	950,000	\$950,000

MEDIUM PRIORITY	Responsibility	Cost	
West Side of Maine Ft Andross/Mill St	Town & Fundraising	\$50,000	
East Side of Maine from Anniversary Park	Town & Fundraising	\$20,000	
School St to Bull Moose Music (note includes \$50,000 for drainage)	Town & Fundraising	\$150,000	
Remove Wires, Mast Arm Traffic Signal Pleasant & Maine	Town & Fundrasing	\$50,000	
	Total	\$270,000	\$270,000

LOW PRIORITY	Responsibility	Cost	
West Side Maine from Fish Viewing Ladder to Ft. Andross	Town & Fundraising	\$50,000	\$50,000
	Total		1420000

GRAND TOTAL w/o
Fort Andross Parking Lot 1,120,000

YEAR SIX (2003-2004)

West Side of Maine		
Ft. Andross to Mill		\$50,000
East Side of Maine from		
Anniversary Park		\$20,000
Remove Wires, Mast Arm		
Traffic Signal Pleasant & Maine		\$50,000
West Side of Maine at Fish Viewing Ladder		\$50,000
Total Year Six		\$170,000
Town Share	\$136,000	
Private Share	\$34,000	

**Maine Street Master Plan Committee
Capital Improvement Plan, Specific Projects by Year**

YEAR ONE (FY 1998-1999)

Remainder of Pleasant to Cushing Street		\$125,000
Develop Signage Graphics Program		\$25,000
Mill Street		\$100,000
Total Year One		\$250,000
Town Share	\$200,000	
Private Share	\$50,000	

YEAR TWO (FY 1999-2000)

Fort Andross Parking Lot		\$300,000
Town Share	\$240,000	
Private Share	\$60,000	

YEAR THREE (FY 2000-2001)

West Side of Maine Street from Rite Aid to Noble St.		\$250,000
Town Share	\$200,000	
Private Share	\$50,000	

YEAR FOUR (FY 2001-2002)

East Side of Maine Street		\$100,000
Park Row from School to Bath		\$200,000
Year Four Total		\$300,000
Town Share	\$240,000	
Private Share	\$60,000	

YEAR FIVE (FY 2002-2003)

School Street to Bull Moose Music		\$150,000
Town Share	\$120,000	
Private Share	\$30,000	

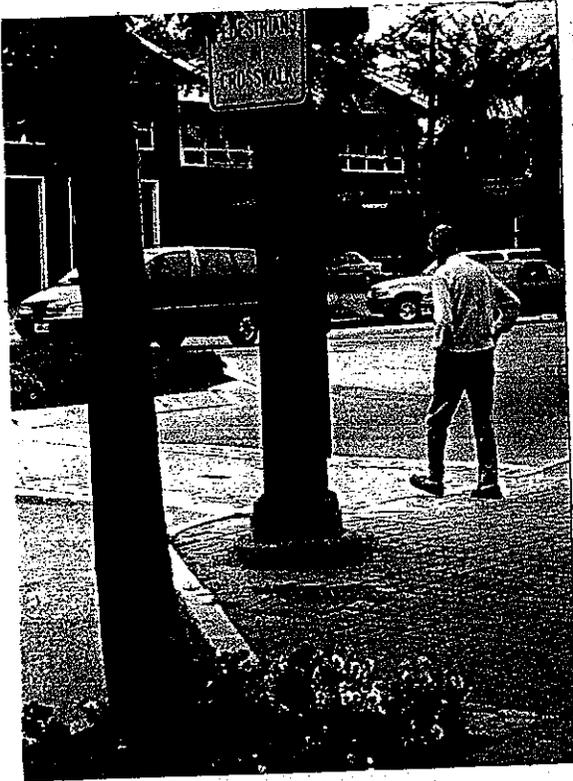
PRELIMINARY OPINION OF COST

Tables 1 through 4 present an overview of the Master Plan for Maine Street in chart form, describing the recommended actions and their locations, the priority, the party responsible for initiating and funding the action, and a preliminary opinion of cost.

In addition, a more detailed cost estimate is provided in the appendix.

MARKETING / PUBLIC RELATIONS

- The Brunswick Intown Group, the Village Improvement Association, the Chamber of Commerce, Bowdoin College, and other community organizations should sponsor annual Brunswick Pride Awards to recognize significant efforts made in the following areas: new construction, renovations, signage, artwork, and landscaping.



IMPLEMENTATION

FINANCING

Financing the downtown improvements will be subject to detailed and ongoing discussions between the business community, Brunswick Town Council, Maine Department of Transportation, Maine Department of Economic and Community Development, and private citizens. Key to the success of this effort is a unified and systematic approach.

Several financing approaches will need to be explored.

- Phasing of capital improvements so that manageable portions can be funded and implemented on an ongoing annual basis.
- Council authorization of bonds to complete the improvements at one time
- Property and sales tax incremental financing (TIF)
- A gift catalogue showing how citizen and corporate sponsorship can be used to fund specific elements of the plan
- Specific projects funded from private sources (e.g., artwork, street furniture).

Major traffic improvements will need to be funded separately from capital improvements, with assistance from MDOT.

