AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

NO NEW BUSINESS SHALL BE TAKEN UP AFTER 10:00 P.M.

Item 1. Call to Order.

Item 2. Pledge of Allegiance.

Item 3. Roll Call.

Item 4. General Public Comments.*

Item 5. Minutes: November 7, 2018 - Regular Town Council Meeting.
November 14, 2018 - Special Town Council Meeting.

Item 6. Adjustment to the Agenda.

Item 7. Items to be signed: a. Treasurer's Warrants.

***Procedure for Addressing Council** [Posted in Chambers.]

Order No. 18-070, 7:00 p.m. Public hearing on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing. *[Housing Alliance Committee]*

Order No. 18-080, 7:00 p.m. Public hearing and action on the request for a Special Amusement from Davric Maine Corp d/b/a Scarborough Downs, located at 190 Payne Road.

OLD BUSINESS:

Order No. 18-063. Second reading on the proposed amendments to the Town of Scarborough Zoning Map. *[Property Owner]*

Order No. 18-067. Second reading on the proposed amendments to Chapter 405, Zoning Ordinance, Section XII. Sign Regulations, subsection J. Temporary Signs. *[Ordinance Committee]*

NEW BUSINESS:

Order No. 18-081. Act on the request to approve the Downtown Redevelopment Plan, as presented and pursuant to Long Form Order. *[Town Manager]*

Order No. 18-082. Act on the request to adopt the Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District and adopt the Development Program for such District as presented and pursuant to Long Form Order. *[Town Manager]*

Order No. 18-083. Act on the request to approve the Credit Enhancement Agreement with The Downs, d/b/a Crossroads Holdings, LLC as presented and pursuant to Long Form Order. *[Town Manager]*

Item 8. Non Action Items.

Item 9. Standing and Special Committee Reports and Liaison Reports.

Item 10. Town Manager Report.

Item 11. Council Member Comments.

Item 12. Adjournment.

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-070. The second reading on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing will be scheduled for Wednesday, December 5, 2018. *[Housing Alliance Committee]*

Housing Alliance Committee	*Ought to Pass*
Sponsor	Recommendation

10/17/2018 - Vote:6 Yeas. *[Councilor Caiazzo absent]*

First Reading and/or Action/Vote

11/28/2018

Public Hearing

12/05/2018

Second Reading

Proposed Zoning amendments based on Sept. 26, 2018 Alliance meeting
Drafted by Jay Chace, Sept. 27, 2018

(Additions underlined. ~~Deletions strikethrough)~~

Excerpt from Town Zoning Ordinance

Section VI., Definitions:

Affordable Housing: [Adopted 11/03/2004] [Amended 05/03/2006][Amended 12/03/2014] [proposed amendment 2018]

Affordable Housing means decent, safe and sanitary living accommodations that are affordable to households, in accordance with following provisions:

A. An Owner-Occupied Affordable Housing Unit is a unit which (i) is occupied by its owner, (ii) is owned by a Qualifying Household and (iii) has a maximum sales price that is reasonably anticipated to result in Annual Housing Costs that are less than or equal to 30% of the Imputed Income Limitation applicable to the unit. ~~has an expected sales price that is reasonably anticipated to result in monthly housing costs (including mortgage principal, interest, and insurance; homeowners' insurance costs, real estate taxes and basic utility and energy costs) that do not exceed 30% of a household's gross monthly income. The qualified household gross income for an Affordable Housing Unit is 80% or less than the most recently published Portland, Maine, MSA Median Family income adjusted for family size and consistent with the income thresholds published by the U.S. Department of Housing and Urban Development for the region.~~

(I) A Qualifying Household is one with a total household income that, at the time of purchase, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard").

(II) Annual Housing Costs shall equal the sum of (i) the total annual payments of principal and mortgage interest, (ii) the total property insurance premium, (iii) the real estate taxes due (iv) any homeowners association or condominium fees that are due; and (v) a reasonable estimate of the annual cost of any additional water, sewer, heat, hot water and electricity in the home.

(III) The maximum sale price is to be based on the assumed interest rate and loan term established by the U.S. Department of Housing and Urban Development for housing affordability limits, plus Imputed Income Limitations. In the case of a unit which has two or fewer bedrooms, the Imputed Income Limitation shall be 80% of the MFI Standard for a household of two (2) people. In the case of a unit which has more than two bedrooms, the Imputed Income Limitation shall be 80% of the MFI standard for a household of four (4) people.

B. A Renter-Occupied Affordable Housing Unit is a unit which is leased by a Qualifying Household at an Annual Gross Rent that is less than or equal to 30% of the Imputed Income Limitation applicable to the unit. ~~to a household for an amount (including rent and basic utility and energy costs) that does not~~

~~exceed 30% of the household's gross monthly income. The qualified household gross income for a Renter-Occupied Housing Unit is 80% or less than the most recently published Portland, Maine, MSA Median Family Income adjusted for family size and consistent with the income thresholds published by the U.S. Department of Housing and Urban Development for the region.~~

(I) A Qualifying Household is one with a total household income that, at the time of move-in, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard"). To remain a Qualifying Household, the household's income must remain at or below 140% of the income limitation described in the preceding sentence.

(II) Annual Gross Rent shall equal twelve (12) times the sum of (i) monthly rent due to the landlord, (ii) any required monthly payments to the landlord for additional services or facilities and (iii) a reasonable estimate of the monthly utility costs (not including television, internet or telephone) that the household is responsible for paying. In the case of a unit which does not have a separate bedroom, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI Standard for a household of one (1) person. In the case of a unit which has one or more bedrooms, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI standard for a household with a size equal to one and one half (1.50) people per bedroom.

SECTION VIIC. RESIDENTIAL DENSITY AND AFFORDABLE HOUSING PROVISIONS [06/06/2007][amended 11/06/2013][amended 03-09/18][proposed amendments 09/27/2018]

C. AFFORDABLE HOUSING CERTAINTY

1. Prior to the sale of an Owner-Occupied Affordable Housing Unit, the owner of the unit shall obtain approval from the Town Manager to transfer the unit to a new buyer. In determining whether to approve the transfer, the Town shall determine whether the proposed buyer will be a Qualifying Household and that the sale price does not exceed the maximum sale price as defined in this Ordinance. The proposed buyer shall provide documentation, as reasonably requested by the Town, to support the transfer request. In granting the request, the Town shall be entitled to impose conditions upon the transfer to ensure that physical deficiencies and code violations are addressed and that delinquent property tax, water and sewer bills are paid.

2. Owners of Renter-Occupied Affordable Housing Units shall be required to certify that the units continue to be occupied by Qualifying Households on an annual basis to the Town Manager and in so certifying shall be entitled to rely upon the household certifications described in the following sentence. Households shall certify to Owners of Renter-Occupied Affordable Housing Units that they continue to qualify based on the standards in this Ordinance and shall provide documentation to support their certification upon the reasonable request of the Town through the Town Manager.

MINUTES
PLANNING BOARD MEETING- DRAFT
MONDAY, NOVEMBER 19, 2018 – 7:00 P.M.

5. The Planning Board will conduct a Public Hearing to receive comments on the proposed amendments to Chapter 405, the Zoning Ordinance, to amend Section VI. Definitions – Affordable Housing.* Jay Chace presented this item and noted that the suggested changes are being proposed by Housing Alliance. Mr. Chace stated that the Alliance proposal is aimed at providing better clarification in the definitions section related to Affordable Housing and to address how units are to be maintained as affordable into the future. Mr. McGee asked for clarification of what MSA" is the acronym. The response was that it stands for "metropolitan statistical area".

Cory Fellows opened the Public Hearing. There was no public comment. Cory Fellows then closed the public portion of this hearing. He then opened it up to the board. Mr. McGee suggested the language be amended to include the words "metropolitan statistical area" before the acronym "MSA", the Board agreed with this suggestion. The Planning Board provided a favorable opinion of this proposed amendment with the recommendation that the words "metropolitan statistical area" be added before "MSA".

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-080. Move approval on the request for a Special Amusement from Davric Maine Corp d/b/a Scarborough Downs, located at 190 Payne Road.

Town Clerk

Sponsor

Ought to Pass

Recommendation

11/28/2018 - Vote:

First Reading and/or Action/Vote

N/A

Public Hearing

N/A

Second Reading

TOWN OF SCARBOROUGH
Office of the Town Clerk
P.O. Box 360
Scarborough, Maine 04070-0360

TO: Town Council Members

FROM: Yolande P, Justice, Town Clerk

DATE: November 20, 2018

RE: **Request for a Special Amusement Permit**

The following applicant is requesting approval of their Special Amusement Permits:

- Davric Maine Corp d/b/a Scarborough Downs, located at 190 Payne Road

Applicant is in compliance with the requirements of the Town Clerk's Office and there are no outstanding issues. They have not asked for any special exceptions and the Town Clerk's Office has not received any comments relating to the request and recommends approval.

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-063. Move approval of the second reading on the proposed amendments to the Town of Scarborough Zoning Map. *[Property Owner]*

Property Owner

Sponsor

Ought to Pass

Recommendation

09/19/2018 - Vote: 7 Yeas.

First Reading and/or Action/Vote

11/07/2018

Public Hearing

11/28/2018 – Vote:

Second Reading

GORRILL PALMER

707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

September 13, 2018

Mr. William Donovan, Chairman
Town Council
Town of Scarborough
259 Route 1
Scarborough, Maine 04077

Re: Proposed Zoning Map Amendment – Crossroads Planned Development @ The Downs

Dear Chairman Donovan,

On behalf of Crossroads Holdings LLC, Gorrill Palmer respectfully requests the Town Council's review and support for a zoning map amendment to include an additional parcel of land that is adjacent to the current Crossroads Planned Development District (CPD) boundary. This is an approximately 15-acre parcel of undeveloped land that is located to the northeast of the Downs property. As the Council likely recalls from our zoning map amendments this past Spring, the CPD District is specifically designed to apply to the entire Scarborough Downs landholdings so that the property is designed and master planned in a coordinated fashion. Further, during our zoning map amendment process this past April and May we had discussed and anticipated additional zoning boundary adjustments were likely given the nature of the site and the emerging project.

Consistent with these intentions, Crossroads Holdings, LLC is in the process of acquiring this 15-acre parcel to include it in the overall landholdings and incorporate it into the master plan for the Innovation District that is current pending before the Planning Board. This parcel is currently zoned Rural and Farm (or the RF District). This parcel is being acquired in order to be incorporated into the master plan and to provide for additional land area, open space and a natural buffer to the Innovation District portion of the project (a new light industrial and technology hub), and the properties to the northeast, including the land trust property. We believe this parcel can be an asset to this portion of the project and be an appealing transition to Warren Woods and the abutting land trust area, including the potential for a trail system. It also will enable more uplands within the Innovation District to be utilized for stormwater management areas and the like, as this parcel can now serve as the buffer to the surrounding area.

As noted above, we believe it is critical and appropriate to have the entire Down's parcel zoned consistently as the CPD to ensure a coordinated, integrated master plan as well as an interconnected greenway system. Attached is a map of the existing zoning boundaries; the proposed zoning map amendment; the current master plan proposed for the Innovation District; and a purchase and sales agreement.

To conclude, we are proposing this zoning map amendment to change the zoning of the15-acre parcel contiguous to the existing Down's property, from the RF District to the CPD District. We see this has a thoughtful, appropriate, and fairly minor amendment that will unify the zoning in this area and enable some additional land and open space to be incorporated into the project. Further,

we believe it is consistent with the Town's Comprehensive Plan and its vision.

We thank you for your review and consideration and look forward to presenting this change to the Council in more detail at your upcoming Town Council meeting.

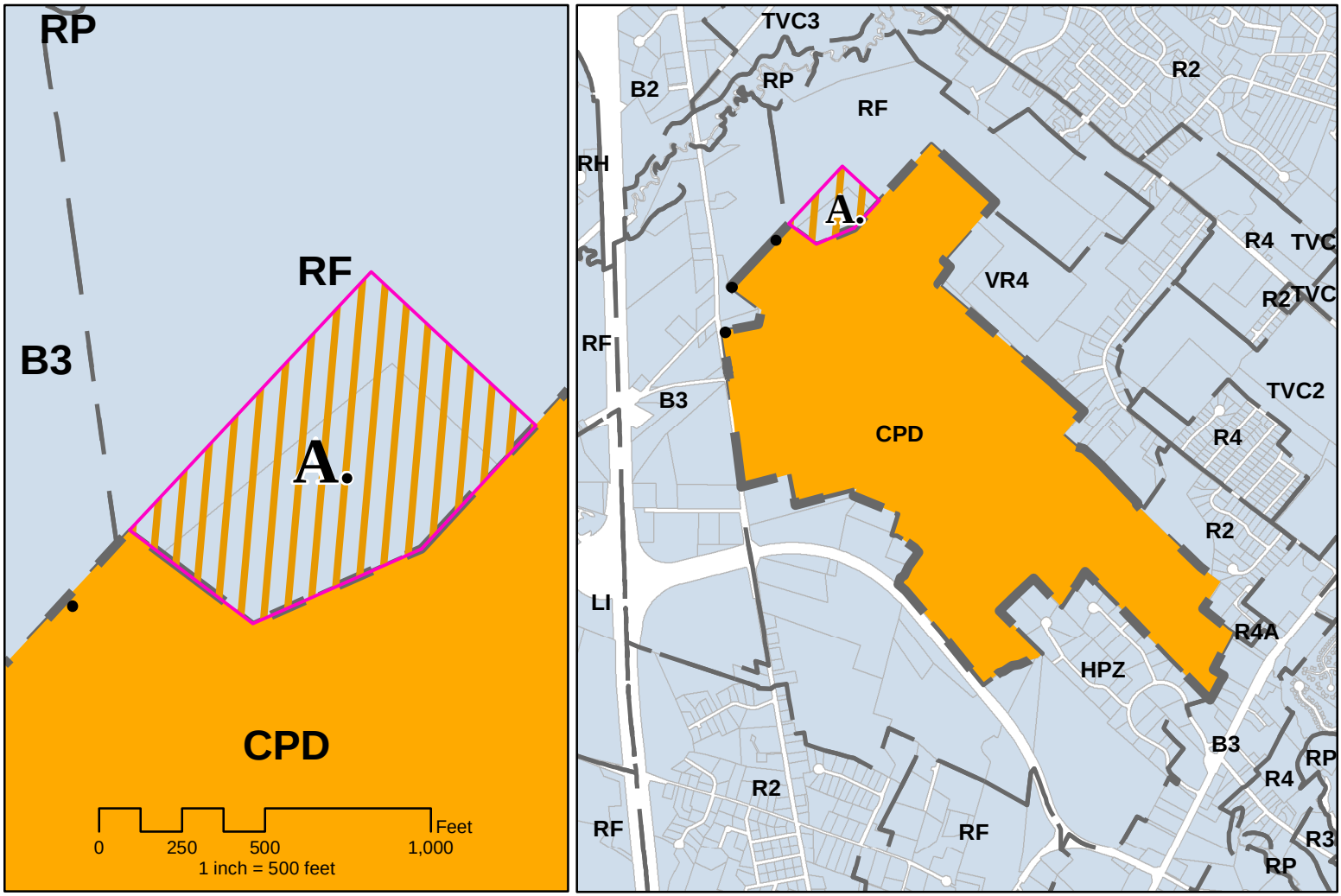
Sincerely,



Dan Bacon, Planning Project Manager

Gorrill Palmer

CC: Crossroads Holdings LLC



Zoning District Boundaries

Current Crossroads Planned Development (CPD) District

Addtions to the CPD District

Parcel GIS data
from the Town of Scarborough
March 30, 2018. Base zoning
modified by Gorrill Palmer to
reflect 5/2018 CPD amendment
adoption

Proposed Zoning Amendment

ZONE MAP CHANGE - CPD DISTRICT

Town of Scarborough, Maine

0 0.375 0.75 Miles

A. Area currently zoned RF
Land conveyed
from Estes
to Crossroads Holdings LLC

Gorrill Palmer - 9/12/2018

INNOVATION WAY | *CONCEPTUAL MASTER PLAN*

SEPTEMBER 2018



THE DOWNS

GORRILL PALMER

ALA LANDSCAPE ARCHITECTURE + URBAN DESIGN + GRAPHICS
ACETO LANDSCAPE ARCHITECTS | WWW.ACETOLA.COM

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

August 2, 2018
Offer Date

August 9, 2018 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between **Crossroads HoldingsLLC** ("Buyer") and **Estes Investments, LLC** ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy [X] all [ ] part of (if "part of" see para. 22 for explanation) the property situated in municipality of **Scarborough**, County of **Cumberland**, State of Maine, located at **Owen Haskell Job No. 2017-331 SC** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **34627**, Page(s) **154**.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [redacted]. Buyer [ ] has delivered; or [X] will deliver to the Agency within **5** days of the Effective Date, a deposit of earnest money in the amount [redacted]. ~~Buyer agrees that an additional deposit of earnest money in the amount of $ will be delivered~~.
If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: **Applebee Commercial** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until _____ (date) _____ [ ] AM [ ] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on **November 15, 2018** (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a **Quit Claim w/Covenant** deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: ~~The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other)~~ _____. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Applebee Commercial, 4 Sargent Rd. Scarborough, ME 04074 Phone: (207)883-3333 Fax: (207)883-3344
Gerald Applebee Allen Estes
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY	☒	☐	within _____ days	Buyer	
Purpose:					
2. SOILS TEST	☐	☒	within _____ days		
Purpose:					
3. SEPTIC SYSTEM DESIGN	☐	☒	within _____ days		
Purpose:					
4. LOCAL PERMITS	☐	☒	within _____ days		
Purpose:					
5. HAZARDOUS WASTE REPORTS	☐	☒	within _____ days		
Purpose:					
6. UTILITIES	☐	☒	within _____ days		
Purpose:					
7. WATER	☐	☒	within _____ days		
Purpose:					
8. SUB-DIVISION APPROVAL	☐	☒	within _____ days		
Purpose:					
9. DEP/LURC APPROVALS	☐	☒	within _____ days		
Purpose:					
10. ZONING VARIANCE	☐	☒	within _____ days		
Purpose:					
11. HABITAT REVIEW/ WATERFOWL	☐	☒	within _____ days		
Purpose:					
12. REGISTERED FARMLAND	☐	☒	within _____ days		
Purpose:					
13. MDOT DRIVEWAY/ ENTRANCE PERMIT	☐	☒	within _____ days		
Purpose:					
14. DEED RESTRICTION	☐	☒	within _____ days		
Purpose:					
15. TAX STATUS*	☐	☒	within _____ days		
Purpose:					
16. BUILD PACKAGE	☐	☒	within _____ days		
Purpose:					
17. OTHER	☐	☐	within _____ days		
Purpose:					

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No

Further specifications regarding any of the above: **You have permission to go on site to investigate lot conditions**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: Buyer's obligation to close:

[X] is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

[ ] is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

[ ] is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to $_____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Licensee	MLS ID	Agency	MLS ID
Gerald Applebee	**(BR100570)** of	**Applebee Commercial**	**(3009)**

is a [X] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

Licensee	MLS ID	Agency	MLS ID
_____	(_____) of	_____	(_____)

is a [ ] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this

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Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.
22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:
    a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
    b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
    c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
    d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
    e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.
24. ADDENDA: ☐ Yes Explain: _____ ☐ No
25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is PO Box 485 Scarborough ME. 04070-0485

BUYER	8/8/18 DATE	BUYER	8-9-18 DATE

Crossroads HoldingsLLC

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____.

SELLER **Estes Investments, LLC**	DATE	SELLER	8-9-18 DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ___ AM ___ PM.

SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE.

SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE

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MINUTES
PLANNING BOARD MEETING
MONDAY, OCTOBER 09, 2018 – 7:00 P.M.

5. The Planning Board will conduct a Public Hearing to receive comments on the proposed amendments to Chapter 405, the Zoning Ordinance, to amend the boundary of the Crossroads Planned Development Zoning District.* Jamel Torres, Assistant Town Planner, stated that this item has received its First Reading from the Town Council. A Second Reading is still needed. Dan Bacon, from Gorrill Palmer, on behalf of Crossroads Holdings LLC, was present at this meeting for this hearing. The proposed amendment is to include an additional parcel of land that is adjacent to the current Crossroads Planned Development District (CPD) boundary. Dan Bacon stated that the 15-acre parcel of property is undeveloped land that is located to the northeast of the Downs property. A review was done on the overall boundary. They have now taken this 15-acre parcel and included it in the Innovation Way project. The request is to now include the 15-acre parcel to be similar with the other property. There was no public comment. Jamel Torres referenced the Planning Board Workshop that was held last Monday, October 1, 2018.

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-067. Move approval of the second reading on the proposed amendments to Chapter 405, Zoning Ordinance, Section XII. Sign Regulations, subsection J. Temporary Signs. *[Ordinance Committee]*

Ordinance Committee — *Ought to Pass*

Sponsor — Recommendation

10/03/2018 - Vote: 7 Yeas.

First Reading and/or Action/Vote

11/07/2018

Public Hearing

11/28/2018 – Vote:

Second Reading

AMENDMENTS TO CHAPTER 405 THE ZONING ORDINANCE

BE IT HEREBY ORDAINED by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that Chapter 405 - the Zoning Ordinance of the Town of Scarborough, Maine is amended as follows

Amend SECTION J. TEMPORARY SIGNS, by deleting or adding the text as shown below:

J. TEMPORARY SIGNS

The following temporary signs are permitted and shall conform to standards within municipal, state or federal ordinances, statutes or regulations.

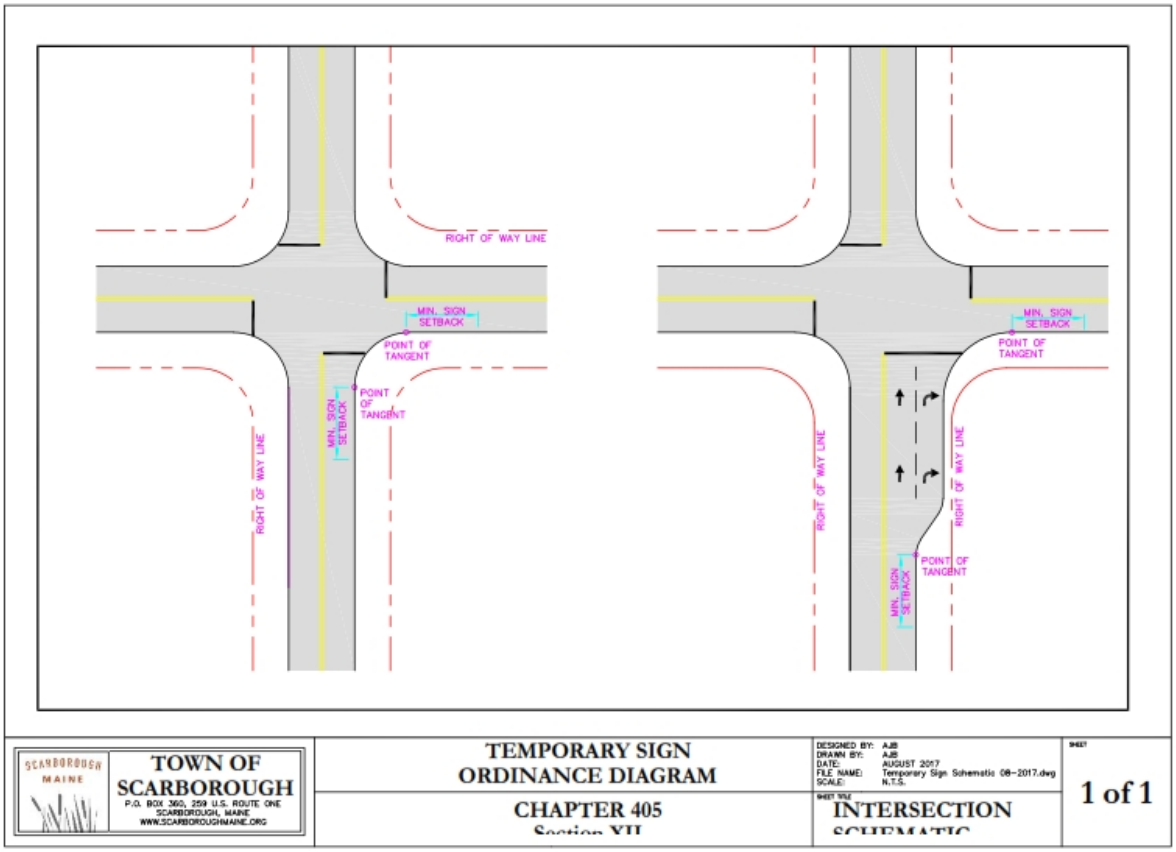
Temporary signs specified in this section shall not be attached to fences, trees, utility poles, light poles, traffic control devices or the like. [09/06/17]

To protect ecologically sensitive areas and scenic views no temporary signs shall be placed in the right-of-way along:[09/06/17]

- Route One between Dolloff Way and Southgate Road
- Black Point Road between Old County Road and Tide Mill Lane
- Black Point Road between Seal Rock Drive and Sanctuary Lane
- Pine Point Road between 67 Pine Point Road and the Eastern Trail
- Pine Point Road between Holly Street and Snow Canning Road
- Pleasant Hill Road from Minuteman Drive to Hackmatack Drive (Pleasant Hill Preserve Area)
- Bayview Avenue between Houghton Street and Morning Street

To promote public safety in and around intersections with high traffic volumes no temporary signs shall be placed in the right-of-way within 30 feet of the following intersections, as measure linearly from the point of tangent to the intersection, or the point of tangent where a dedicated turn lane is provided, whichever is furthest from the intersection:

- The Route One – Broadturn Road/Pine Point Road intersection
- The Route One – Payne Road intersection
- The Route One – Haigis Parkway intersection
- The Route One Gorham Road/Black Point Road intersection
- The Route One – Pleasant Hill Road intersection
- The Payne Road – Haigis Parkway intersection
- The Payne Road – Gorham Road intersection
- The Payne Road – Gallery Boulevard intersection



The number of temporary signs permitted under this subsection is in addition to the maximum number of signs allowed on a lot or the maximum gross display area allowed on a wall:

1. Temporary Signs in the Right-of-Way [Adopted 09/06/17]

   Temporary signs in the right-of-way are permitted for a period not to exceed ~~6~~ 12 weeks in a calendar year. All signs shall be removed by the deadlines established herein. All temporary signs in the right-of-way ~~will include the~~ must include or be marked with name and ~~phone number of the person placing the sign~~ address of the individual, entity or organization that placed the sign within the public right-of-way and the date the sign was erected within the public right-of-way. To control the proliferation of signs repeating the same or similar message, temporary signs in the right-of-way shall not be placed with 30 feet of another bearing the same message. This distance requirement applies to streets on a linear basis with a separate measurement done for every intersecting street. Temporary signs in the right-of-way may not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or disturbance to the health and welfare of the general public.

2. Temporary Signs on Private Property [Adopted 09/06/17]

   Temporary signs on private property are permitted for no more than 6 consecutive months with not less than 30 days between displays of a sign bearing the same message. Temporary signs on private property may not be placed in a position that will obstruct or impair vision or traffic or in any manner create a hazard or a disturbance to the health and welfare of the general public.

3. Temporary Sandwich Board Sign. [Adopted 08/19/09][09/06/17]

One (1) Sandwich Board Sign may be displayed on the premises of a commercial or similar public entity for general commercial uses. Sandwich Board Signs shall be limited to a maximum gross area of eight (8) sq. ft. and a maximum height of 48". The location of Sandwich Board Signs shall be limited to the sidewalk or walkway leading to the main entrance of the building in which the business is located and shall be located no greater than fifteen feet (15') from the building's main entrance. Sandwich Board Signs shall only be displayed during the hours the business or use is open for customers or visitors and shall not be counted toward calculating the maximum number of signs or the maximum gross display area of signs on the property. A Sandwich Board Sign shall require a sign permit, per subsection A.2., which will establish a business or uses ability to use such a sign and delineate the area in which it will be displayed. A Sandwich Board Sign shall be located on a sidewalk or walkway in a manner that it does not infringe on handicap accessibility or safe pedestrian movement and that safely secures the sign in one location.

MINUTES
PLANNING BOARD MEETING
MONDAY, OCTOBER 29, 2018 – 7:00 P.M.

5. The Planning Board will conduct a Public Hearing to receive comments on the proposed amendments to Chapter 405, the Zoning Ordinance, to amend Section J. Temporary Signs.* Jay Chace, Planning Director, stated that this item has received its First Reading from the Town Council. A Second Reading is still needed. Jay Chace said that a suite of amendments were made one (1) year ago. He stated that we regulate for size, not content. These amendments bring the temporary sign provisions consistent with the state regulations. The proposed amendments are for temporary signs in a right-of-way (ROW). Temporary signs in the right-of-way (ROW) are permitted for a period to not exceed 12 weeks in a calendar year. They must include or be marked with the name and address of the individual, entity, or organization that placed the sign within the public ROW and the date the sign was erected within the public ROW.

Cory Fellows opened the Public Hearing. There was no public comment. Cory Fellows then closed the public portion of this hearing. He then opened it up to the board. Rachel Hendrickson commented on campaign signs, which are considered a temporary sign. If signs are not placed where they are allowed, these signs are pulled by the Public Works Dept. and brought to the Town Hall. This will allow for more work for the Clerk's Office. Nicolas McGee said that three (3) months is a long time for political signs. Roger Beeley said it would be helpful to be consistent with state regulations. Rachel Hendrickson said she is concerned with terms of enforcement. If an candidate has to run during a primary, they may not be able to post the same sign for a general election if they have used up their 12 week time period. Other people can only have six (6) weeks to have them posted. Rachel Hendrickson commented that terms of enforcement would create enforcement issues. Nicolas McGee said this should be based on an election date regarding a time frame. Jay Chace said that these amendments are not just for political signs. For clarification, this is for temporary signs in general. Cory Fellows said these comments will be passed on to the Town Council. No motion was necessary for this item.

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-081. Move approval on the request to approve the Downtown Redevelopment Plan, as presented and pursuant to Long Form Order, as follows: *[Town Manager]*

IN TOWN COUNCIL
ORDER #18-081
APPROVAL OF DOWNTOWN REDEVELOPMENT PLAN

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

WHEREAS, in order to designate a so-called "downtown" tax increment financing district, the Act requires such district to be related to the Town's downtown redevelopment plan (the "Downtown Redevelopment Plan") that describes the Town's comprehensive plan for the physical and economic redevelopment of its downtown.

ORDERED AS FOLLOWS:

The Town of Scarborough hereby adopts the **Town of Scarborough Downtown Redevelopment Plan** in such form and as presented to the Town Council.

Dated:

Town Manager — Sponsor

Ought to Pass — Recommendation

11/07/2018 - 7 Yeas to schedule second reading for 11/28/2018

First Reading and/or Action/Vote

11/07/2018

Public Hearing

11/28/2018

Second Reading

A Downtown for Scarborough: Connecting Scarborough Downs and Oak Hill

DRAFT

October 26, 2018

Prepared for the Town of Scarborough with Assistance from
Scarborough Economic Development Corporation
Planning & Code Enforcement
Gorrill Palmer
Camoin & Associates

1.0 | A DOWNTOWN FOR SCARBOROUGH

Overview:

Scarborough is at a pivotal point in the town's development, with a rare and unique opportunity to re-imagine the concept of downtown, blending existing development with the creation of a new "Main Street".

Historically, the town has evolved around a series of villages, partly due to the town's geography and natural resource base. The Scarborough Marsh and its associated waterways geographically divide Scarborough and influenced the development of multiple villages within the town, rather than a single downtown.

Residents are generally comfortable with the multiple village concept, but they have noted that there are few central gathering places that create a sense of one community that you find in towns with a unique village center. Residents often identify with their village rather than the Town of Scarborough.

The largest and most central of the villages is Oak Hill. The area flanks the municipal campus (Town Hall, Public Library library, the majority of the school buildings) to the north. While Oak Hill has often been referred to as the "downtown", Route 1 bisects the area, introducing significant traffic congestion. There are small shops and offices, but few communal spaces for people to gather and cross paths. Walkability is currently limited in Oak Hill, mostly due to the pass through traffic on Route 1.

The 2006 Comprehensive Plan outlined a new zoning strategy that emphasized design and building strategies to encourage village style development in Oak Hill. These zoning changes are in place and the area is slowly encouraging a mix of local stores and restaurants, consistent with a downtown, however that main street concept and the places for people to gather, sit and chat are rare.

In early 2018, an opportunity to reimagine the downtown area of Scarborough emerged. After 40-years of ownership, the operator of the Scarborough Downs Harness Race Track, sold the 500-acre parcel to a group of local investors, who live and work in Scarborough. This mostly undeveloped parcel is located in the geographic center of town, just south of the Town's municipal campus, and connected to Oak Hill through the Route One corridor.

The Town has long envisioned the potential of the Scarborough Downs property. In anticipation of the site's development, the Town created a zoning district specifically for the property. Known as the Crossroads Planned Development District, the zoning ordinance gave immense flexibility in the types of uses in exchange for the creation of a "vibrant center for development in the heart of Scarborough."

The local developers have embraced the concepts outlined in the 2006 Comprehensive Plan and developed a masterplan that illustrates how the parcel could be developed. In particular, it addresses the concept of a main street.

The purpose of this strategy is to blend the masterplan for Scarborough Downs with the concepts identified in previous studies and plans for the Oak Hill area.

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The strategy brings together initiatives identified in the existing 2006 Comprehensive Plan, existing studies such as the Oak Hill Pedestrian Plan, the 2005 Transportation Study, The Comprehensive Energy and Sustainability Plan and the current draft of the 2018 update. Given the proximity of Oak Hill, the municipal campus and Scarborough Downs, Scarborough has the rare opportunity of blending the history their village origins with the potential development of a new main street at Scarborough Downs.

2.0 | CURRENT CONDITIONS

At 54 square miles (34,560 square acres), Scarborough is a geographically large community, with multiple activity centers throughout the town.

Oak Hill serves as the largest of those existing activity centers with village like qualities. Oak Hill is generally developed although there are pockets of vacant parcels as well as tremendous opportunity for redevelopment. Most of the development is in smaller retail, office and service buildings. However, Hannaford has a flagship store in area, which recently underwent interior renovations.

Recent development in Oakhill includes a state-of-the-art, open concept office building which houses the Town & Country Federal Credit Union's administrative offices. This office is currently at 20,000 square feet but is expected to grow by an additional 20,000 square feet. The area is also home to a new Martin's Point Health Care facility, which opened in January of 2017.

The municipal campus, including the Public Library, the Town Hall, and several school facilities, is in the center of the study area flanked to the north by Oak Hill and to the south by Scarborough Downs. The Town's current public safety building, located in Oak Hill, on the opposite side of the street from Town Hall, is currently up for sale. A new facility is under construction on the municipal campus, adjacent to Town Hall. The existing public safety building represents a significant redevelopment opportunity and the chance to turn public sector land into private, taxable property.

By far, the greatest opportunity for new development in the heart of Scarborough is on the Scarborough Down's property. This property includes approximately 500 acres, with approximately 375 buildable acres. The property had been held in single ownership for the last 40 years and has been home to the Scarborough Downs Harness Race Track. The track opened in 1950 and is still in operation. The track uses less than 100 of the 500 acres.

In January of 2018, the property was purchased by Crossroads LLC, a new partnership of Scarborough-based investors. Prior to the purchase by Crossroads, LLC., the property had been under contract 17 times. The sale fell with previous potential buyers due to a variety of reasons. In several cases, the potential owner was depending on the ability to build a casino on the property, which required state legislation. Despite several attempts, such legislation never occurred. In other cases, the project fell through during the due diligence phase of each sale.

When Crossroads, LLC purchased the property, they understood the local landscape and the community. They did what none of the other potential buyers did, they completed the sale.

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With a locally-based team of developers for Scarborough Downs, an existing center ripe for redevelopment, a municipal campus and a major public property ready to be sold to the private sector, the opportunity to look at this area as a cohesive downtown for Scarborough is now.

This section of the plan outlines the current conditions in the study area, including the boundaries of the sturdy area, the demographics of the town, the history of zoning in the area and the infrastructure. It also addresses current plans that have been completed and plans underway

2.1 | Boundaries of the Study Area

This strategy covers the commercial areas of Oak Hill included in the Town and Village Center zones, the Scarborough Downs area, the municipal campus and a portion of Route 1. The area includes approximately 955 acres or 2.8% of the Town's total acreage.

The map of Scarborough's downtown concept shows the municipal campus in the center with Oak Hill to the North of the campus and The Downs to the south. The Oak Hill areas were selected because of their current zoning designations of Town & Village Center (TVC and TVC2). The area also picks up a small segment of Route 1 which will run in front of the new public safety building and includes small retailers, services and churches. For the purpose of this plan, we have included the full property whenever a property was split by the zoning designations except for map and lot R052004 where 55 acres are already included in the Haigis Parkway District.

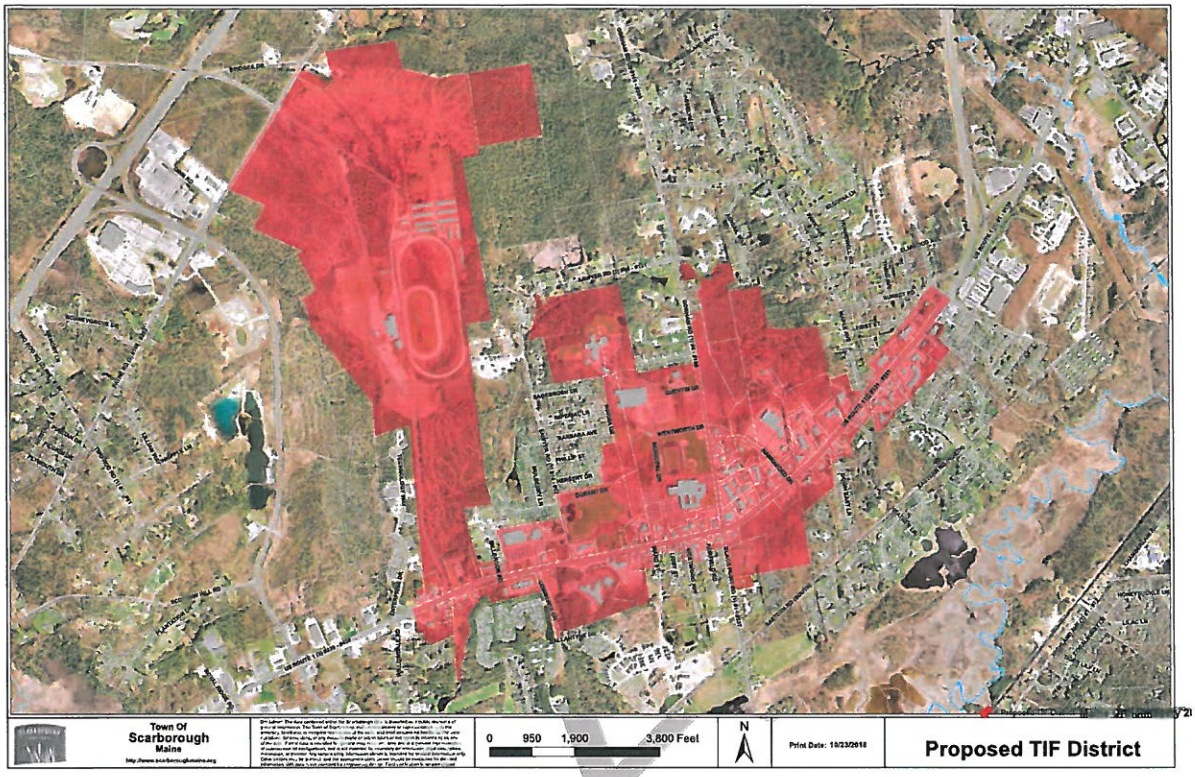
The proposed Downtown Area Includes:

- 424 acres of The Downs property (a single parcel)
- 143 acres of the Municipal campus including Town Hall, Schools, the Public Library and a park
- 338 acres in Oak Hill including small shops, restaurants, coffee shops, churches, banks, offices and the Post Office
- 50 acres along Route 1 in a business district that includes churches, medium sized offices and services
- The Oak Hill boundaries were determined by the existing Town and Village Center Zoning Districts
- The Oak Hill area has potential for infill development on vacant parcels and redevelopment on existing lots.
- The Downs and Oak Hill are within walkable distances to the municipal campus.
- The strategy area represents just over 955 acres in the Downtown area represents

This area was discussed and reviewed by the Town's Long Range Planning Committee.

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Map 1: The Downtown Area displays the boundary of the study area.



2.2 | Demographics of the Town and Area

Population: Scarborough's population topped 20,000 for the first time in 2016, making the community the ninth largest in the State. Since 2010, the town has added over 1,000 new residents, more than any other community in the State during this time period.

This attractiveness to new residents is nothing new. Scarborough's population more than doubled during the post World War II time period, increasing from 2,842 residents in 1940 to 6,418 residents in 1960. Between 1960 and 1980, population increased 77% with 11,347 residents. By 2000, population hit 16,970. In 2016, the latest year for which the US Census Bureau has community level estimates, the population reached 20,023.

Scarborough's population increase should be no surprise based on the town's favorable logistics and amenities. Scarborough's natural landscape shaped by the Scarborough Marsh and the rivers contributing to the marsh create stunning vistas. Coastal access is plentiful with four beaches open to the public.

Transportation logistics play another large factor in Scarborough's attractiveness to residents. With the addition of the I-295-Connector, Scarborough is 10 minutes to downtown Portland, making for a short commute to the State's biggest job market. Scarborough enjoys direct access to the Maine Turnpike, providing easy commuting south to York County and north to the Lewiston -Auburn market. Other features attracting residents to Scarborough include a quality school system

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and a growing employer base, providing residents with more opportunities to work and live in the same community.

Within Scarborough, the Census Bureau defines a subset of the town under the "Census Designated Place (CDP)" program. The Scarborough CDP approximates the Oak Hill area but includes surrounding neighborhoods adjacent to the planning area. According to the 2016 estimates, approximately 1,988 households (5,268 people) are located in the neighborhoods surrounding the Oak Hill business area. The Oak Hill area represents 27% of Scarborough's population. Nearly 50% of the 2,583 workers commute into Portland for work.

The demographic data suggests that a vibrant downtown can pull in people from all over Scarborough, but it can also depend on the close proximity, potentially walkable, of over 5,000 people. For the Scarborough Downs property, current proposals could house approximately 3,600 residents.

Economy: Scarborough's economic base is strong and diversified. Business is drawn to Scarborough for many of the same reasons that people are drawn to the community - great logistics and abundant amenities.

Scarborough's major employers include the Hannaford Corporate headquarters, Abbott Laboratories, Maine Health, Cabelas, Piper Shores, and the US Postal Service Distribution Center. Each of the employers comes from a different industrial sector, providing a level of diversification for the community.

Since 2010, major new employers include Sun Life Financial, an international disability insurance company, Martin's Point Health Care, Town & Country Federal Credit Union's Administrative Headquarters, and over 100,000 square feet of new retail space at Scarborough Gallery. Along with new large employers, small to mid sized companies like Fluid Imaging are also choosing Scarborough as their new home.

One of the standard measurements of economic success is job growth. Scarborough added 1,169 new wage and salary jobs between 2010 and 2016, which is slightly more than our population increase (1,113 people) for the same period.

Wage and salary jobs refer to the Maine Department of Labor's Covered Employment Series. This series includes companies which are required to pay unemployment insurance. This data series does not include the self-employed or contract workers, which require additional data sources to estimate.

While population increased 5.9% from 2010 to 2016, wage and salary jobs increased by 8.2%. The data also tracks establishments and wages. Establishments refer to business locations. A single company, like Hannaford, may have many establishments throughout the state. This series indicates that we've had a net increase of 140 new businesses in Scarborough in the first six years of the current decade, resulting in a healthy increase of 14.1%.

Total wages have also increased. According to the Main department of labor, the annual total of all wages paid to workers increased 17.5% from 2010 to 2016.

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6 year Increase (2010-2016)		
Jobs	1,169	8.2%
Establishments	140	14.1%
Ave Weekly Wages	$70	8.6%
Total Annual wages	$106,553,557	17.5%
1 Year Increase (2015-2016)		
Jobs	664	4.5%
Establishments	31	2.8%
Ave Weekly Wages	$68	8.3%
Total Annual wages	$82,996,938	13.1%

Within Oak Hill, two of the larger new employers over this period, Martin's Point Health Care and Town & Country Federal Credit Union have built new built new buildings and brought new employment to the area. Town & Country anticipates building an additional 20,000 Square Feet within the next five years. Between these two companies, employment could reach 150 at full potential.

In keeping with village style development, restaurants are thriving in Oak Hill. O'Riley's Cure, El Rayo, Bite Into Maine, 21 Taps Wood Fired Grill and The Egg and I have located in Oak hill within the last ten years.

The Oak Hill Hardware store, a key player in the retail at Oak Hill, recently expanded their foot print.

Lastly, the Town's existing public safety building, located in Oak Hill is up for sale. In 2020, the public safety functions will move to a new structure next to Town Hall. The public safety building in on the market and is located in the Town & Village Center District, which allows mixed use, retail, office, restaurants and some housing. This building has a prominent location and a sizeable lot fronting Route 1.

2.3 | Current Zoning

Of the many villages, Oak Hill is the largest and most central. Like Scarborough Downs, Oak Hill flanks the municipal campus, but to the north. The municipal campus includes the Town Hall, the High School, the middle schools and the public library. A municipal park is located behind the Town Hall and to the south.

While Oak Hill has often been referred to as the "downtown", Route 1 bisects the area, introducing significant traffic congestion. There are small shops and offices, but few communal spaces for people to gather and cross paths. The area had long developed in a suburban style, auto-centic development pattern customary of many communities that

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surrounded city hubs, such as Portland. However, as Scarborough has grown, residents sought a new pathway forward that could build of the town's historic character to create our own distinctive place.

In an effort to encourage the Oak Hill area to evolve in a more traditional village formation, the 2006 Comprehensive Plan established a renewed vision for the area that has been incorporated in the Oak Hill zoning regulations and design standards. The 2018 Update to the Comprehensive Plan continues to envision Oak Hill as a central part of a downtown, but acknowledges the challenges of retrofitting such gathering spaces into the area.

Zoning Character

The intent of the zoning provisions for the properties within Oak Hill is to provide for and encourage the evolution and maintenance of a town center within Scarborough that exhibits a village style development and offers a range of commercial activities, personal and health-related services, employment opportunities, a variety of housing choices, and civic amenities in an environment conducive to both pedestrians and motorists.

The zoning districts provide qualitative standards that are intended to promote flexible and innovative design solutions that further the purpose of the zoning districts. Buildings, parking, pedestrian amenities, landscaping and streets to be arranged in a village-style development pattern that exhibits a human scale and a mix of land uses to reinforce the district as a town or village center. The zoning standards promote the area as places for local shopping, business, dining, entertainment and civic activities primarily for residents of Scarborough and the immediate region.

To achieve these goals the Oak Hill zoning designations are as follows:

- Town and Village Centers (TVC)

Within the TVC the scale and intensity of uses are consistent with the characteristics of a town center. The TVC district is intended to serve as places for local shopping, business, dining, entertainment and civic activities primarily for residents of Scarborough and the immediate region. A diversity of residential uses are also intended to be integral elements of this district enabling walk-ability, convenience, and human activity and vibrancy.

- Town and Village Centers Transition District (TVC-2)

The goal of the TVC-2 district is to supplement the TVC District in encouraging the creation and persistence of Scarborough's town and village centers, with development at a scale and uses at an intensity, which are compatible with surrounding areas. This medium intensity mixed use district allows a range of land uses that are intended to compliment the core development pattern and uses in our town and village centers as well as serve as a transition to surrounding residential areas.

- Crossroads Planned Development District (CPD)

The purpose of the CPD district is to allow a mix of uses, guided by design standards and a conceptual master plan, which results in a vibrant center for development located in the heart of Scarborough. This largely undeveloped area, within the center of the town, offers a unique opportunity for town representatives to work cooperatively with the area's single land-owner, allowing mixed use development to evolve, while ensuring open space, preservation of natural resources, an efficient land use pattern for pedestrian, bicycle and transit use, a coordinated street plan and a cost effective extension of

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needed utilities. The mix of uses and efficient land development patterns are also intended to promote a number of community places, where people can gather, meet and cross paths.

- Residence and Professional Office District (RPO)

The intent of the RPO district is to provide a transitional or buffer area between residential areas and more intensive commercial districts. It is a district generally limited to small and moderate scale business and professional office uses located in buildings compatible with adjacent residential areas.

- General Business District (B3)

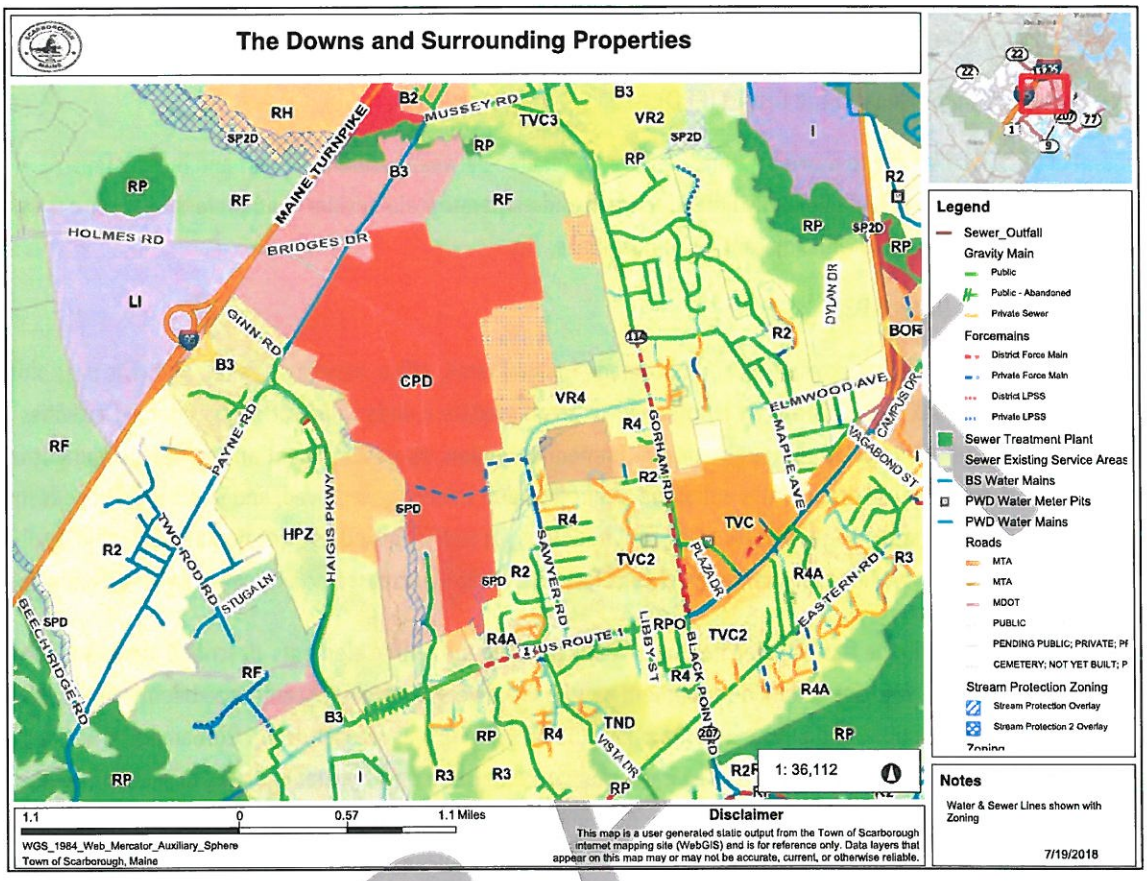
The purpose of this district is to provide for and encourage general retail, office, service, lodging, and civic uses along a portion of Route 1 in Oak Hill. This district is intended to accommodate a wide range of non-residential activities that primarily serve the residents of Scarborough and the immediate region. As development and/or redevelopment occur within the district, the visual environment is enhanced, traffic flow and safety are improved, and provisions for pedestrians are made. Master planning for larger parcels, uses, and buildings, as well as mixed-use developments enable flexibility, creativity, conservation and residential uses in this district fostering areas of increased activity, vibrancy and sustainability.

Recent development within the Oak Hill area has begun to incorporate the zoning elements described above and the transition from strip mall, auto dependent development pattern to a diverse and vibrant center has begun to take shape. This is evidenced by both public and private investments in the area. The town's reconstruction Gorham Rd. is an example of public investment. The redesign of the roadway is a complete streets project incorporating traffic calming measures, streetscape amenities, and dedicated, off-road bike/pedestrian pathways. In addition, private developers are also beginning to take advantage of the development allowance. Prime example of this is the approved mixed-use, residential /office building within the Oak Hill Plaza which makes more efficient use of land area to reduce development cost through shared parking and reduced infrastructure while creating an attractive, functional and vibrant activity center.

2.4 | Current Infrastructure

All of Oak Hill is served by water and sewer. Within Oak Hill, there are still opportunities for infill and redevelopment. The Downs project will need to extend water and sewer throughout the property including the Main Street area. The Downs property will be planned from the start as a core part of the Town's evolving downtown.

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Transportation and traffic management concerns are high on the list of priorities for many Scarborough residents and business owners.

As previously mentioned, Route One bisects the Oak Hill area challenging both cars, bikes and pedestrians. With two lanes in each direction, Route one is a major commuter pathway between Portland and communities to the south of Scarborough.

The 2005 Town-wide Transportation Study conducted capacity analysis for Oak Hill intersections of Route 1, Route 114 and Black Point Road. The study acknowledged that the intersection has some of the highest hourly total entering volumes in Scarborough.
The plan recognized the inability to widen the road for additional capacity since it would not be in character with the Town and land use impacts would be significant given the location of businesses along Route 1 in Oak Hill.

The study does recommend alternatives to widening including identification of new connector roads and increasing access for alternative means of transportation. The study identifies the completion of the Eastern Trail, the provision of bicycle and pedestrian facilities and adding better crosswalk markings, signage, signal crossing hardware, and lighting. Many of these items were studied in more detail in the Oak Hill Pedestrian Study.

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Technology infrastructure including innovations in sustainability, energy, and broadband are also critical to the future of Scarborough. The Town's Energy Committee recently completed the Comprehensive Energy and Sustainability Plan, which suggest that the town look for ways to provide incentives for businesses to use alternative energy.

Lastly, every town is seeking to understand the demands on their current broadband service. All of Scarborough is technically served by what the state defines as broadband service. But as demand for speed and capacity continues to grow for businesses and residential, the draft Comprehensive Plan update identifies the need to consider "extreme speed " broadband service. Opportunities for exploring these options exist since the Three-Ring Binder project installed fiber along a large section of Route One in Scarborough. The potential for upgrading broadband services is certainly possible for Scarborough and would be an important economic asset for the Downtown area described in this study.

2.5 | Vacant Land and Redevelopment Potential

Within Oak Hill, the area has a few pockets of vacant land as well as the potential for redevelopment.

Just over 50 acres are currently vacant. A major portion of this acreage is located off of Route 1 near Little Dolphin Drive. This area combined with some underutilized parcels along Route 1 have great potential for new office development. Another 15 acres of smaller pockets of vacant land also exist.

Within the Scarborough Down's property, approximately 300 acres are buildable.

2.5 | Current Plans

This plan draws upon several previously completed studies as well as the current draft of the 2018 Comprehensive Plan update. The plans and studies used for this plan include the Oak Hill Pedestrian Plan, The 2005 Transportation Study, the 2006 Comprehensive Plan, The Vision, and the Comprehensive Energy and Sustainability Plan.

The plan also draws upon an approved infrastructure plan submitted to the Planning Board for the Scarborough Down's Property and includes a comprehensive master plan of the new development at Scarborough Downs.

3.0 | MARKET CONDITIONS

To understand the development potential for Scarborough and the Downtown area, we've identified market conditions for new development.

3.1 | Residential

As a desirable suburban residential community with a strong school district, Scarborough has historically been a top choice for raising families. This is evidenced by the high proportion of single-family homes (76%) relative to the greater

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housing market area[1] (53%) as well as the dominance of owner- versus renter-occupied units (78% in Scarborough compared to 57% in the housing market area). However, efforts to broaden the appeal of the community to other demographic groups, particularly young adults and seniors, has resulted in an abrupt increase in multifamily housing building permits issued over the last year. New permits for single-family construction have remained steady since 2013, averaging 81 permits per year. Multi-family permits, in contrast, have soared recently. The 132 permits issued in 2017 well exceed permits for all years between 2013 and 2016 combined; only 34 multi-family permits were issued over this period. A large number of multifamily rental housing developments are approved or planned for Scarborough in the coming years, which collectively would account for upwards of 800 new units. The largest development is the 288-units at Gateway Commons off of Haigis Parkway, which is under construction and should be ready for occupancy in Fall 2018. Single-family home sales in the Cumberland County declined by 3.8% between 2016 and 2017 and stayed flat in York County. Lack of inventory has been the driving force behind this decline in home sales. As a result, median home prices were driven up in virtually every town and the days on market were at their lowest level ever recorded.

3.2 | Target Populations

Households in all income categories below $50,000 are expected to decrease while $50,000+ households will increase. Focusing on the $50,000+ income categories, the town is expected to see a net gain of 851 households as resident incomes rise.

There is a difference in household growth with respect to age cohort, with growth at the older and younger ends of the spectrum and decline in the middle. Senior households (those age 55+) are projected to drive the increase with nearly 800 new households, with young adults (age 25-34) also contributing to the increase with 266 new households. Households in the 35-44 range are projected to show almost no growth, while the town is expected to see a net loss of over 200 households in the 45-54 range.

Therefore, the largest target populations for new housing units in the near term are younger adults (25-40) and seniors (65+). Older Millennials are now entering the housing market, seeking to purchase their first property. This new generation of homebuyers is faced with a variety of factors affecting their housing preferences. As a result of trends including tighter lending policies, fast-rising home prices and rents, high student loan debt, and putting off marriage and children, a single-family home is unattainable or simply undesirable for many individuals, even if they have decent full-time jobs. Therefore, many Millennials are looking towards more affordable and realistic, if not smaller, options, including apartments or condominiums. They are willing to accept smaller living space as a tradeoff for greater access to amenities and services located in a convenient geography, which fits well with the Downtown walkable/mixed-use concept.

Baby Boomers have been a large force in the economy for over fifty years. This generation is now having a substantial impact on the real estate market across the country because they are staying in the workforce longer than the typical retirement age and increasingly are able to live independently for a longer period of time. At a rate almost as rapid as Millennials, Baby Boomers are seeking alternatives to the single-family home to continue living independently. An apartment or condominium allows the independence Baby Boomers desire without the added maintenance efforts that a

[1] The Housing Market Area consists of Scarborough and the surrounding municipalities of Buxton, Cape Elizabeth, Gorham, Old Orchard Beach, Portland, Saco, South Portland, and Westbrook.

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single-family house requires. Rental apartments or condo units may also offer a single-story living space, which is ideal for aging individuals who may have trouble going up the stairs.

In sum, the critical differentiating factor of the Downtown relative to much of Scarborough's existing housing stock will be its walkable, mixed-use environment with connectivity to services, shopping, dining, and entertainment. Residential development should be built in a way that maximizes the mixed-use potential, incorporating design that enhances the pedestrian experience and de-prioritizes the automobile.

3.3 | Senior Living

The aging of the population in Cumberland County and Maine overall is a very real trend that will continue to impact the demand for housing locally and statewide. According to population projections from the State of Maine Office of Policy and Management, Cumberland County's population above the age of 55 will grow from roughly 89,000 in 2014 to nearly 114,000 in 2034, an increase of nearly 25,000 individuals, or 28%. Assuming Scarborough will absorb a similar share of the increase in seniors by 2034, Scarborough could add 1,600 seniors, all of whom will require housing across the senior living spectrum that accommodates their needs. Estimating 1.5 seniors per household, there could be demand for over 1,000 new senior housing units in the town by 2034 as these seniors downsize from their current homes.

Demand for senior housing will exist across the continuum of care, from independent living to assisted living to nursing care, memory care, and hospice. Whereas many senior living communities in the region tend to be self-contained, Downtown development, including the Downs site and Oak Hill offer a unique opportunity to incorporate senior-oriented housing into a fully mixed-use area. This will appeal to a subset of seniors who want housing that not only accommodates their care needs, mobility challenges, and desire for amenities, but is also integrated into a true multi-generational community where daily interaction is not limited to only other seniors. In the mixed-use village center setting, seniors who are unable to drive can live car-free and still be able to get around independently and buy groceries, run errands, etc., either by walking, using motorized equipment such as scooters, or taking transit. Seniors tend to make most of their purchases locally, helping to support retail and service businesses within the Downtown. Connections to onsite and offsite community amenities, such as a senior center, recreation center, or library, will also appeal to seniors.

For independent seniors, housing offerings may include accessible rental apartments, or for-sale single-story cottages or duplexes, under a condominium or co-op model. Such units may be clustered in a central area and specifically reserved for seniors or may be more integrated with other housing types throughout the development. Accessible and well-lit paths with benches would help to make the development senior-friendly, while still appealing to the broader market.

For seniors relying on assisted living and nursing care services, proximity to other onsite uses and amenities may be less essential; these units could potentially be sited in a less central location.

3.4 | Retail

Transformation of the Scarborough Downs site into a mixed-use village center and continuation of mixed use development in the Downtown has the potential to create a distinctive shopping district that would be unique to the region's suburban communities. Currently, the Scarborough regional retail trade area is primarily served by national chain stores and restaurants located in the Scarborough Gallery and Maine Mall areas. Convenience-type retail catering to

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Scarborough residents is clustered along automobile-oriented Route 1. Scarborough does not have a traditional downtown, and a walkable, town center-style development with retail shops and eateries has the potential to fill this void.

In order to be successful in the market, retail square footage at Scarborough Downs and Oak Hill would need to be substantial enough to rise to the level of a regional shopping, dining, and/or entertainment destination... A critical mass of retail businesses, likely in combination with another large anchor use(s), would ensure a steady flow of customers.

According to current retail supply and demand data, the Scarborough regional and local trade areas are experiencing minimal sales leakage. This indicates that residents' retail needs are largely served by existing businesses in the area, and that there is minimal need for additional retail. Much of the recent retail construction has been build-to-suit and has included some reshuffling of tenants rather than attracting new retailers, with some notable exceptions, including Duluth Trading in South Portland. A new 500,000 SF retail development known as Dirigo Plaza, anchored by Market Basket, will be under construction in Westbrook.

As ecommerce continues to gain retail market share, concern about "over-retailing" and the "retail apocalypse" has pervaded communities around the country. To be successful, retailers are repositioning themselves to navigate the changing shopping environment as retail becomes more "experiential" and less transaction-based. With online shopping just a click away, consumers need a compelling reason to visit a physical store. A village center at Scarborough Downs integrated within a Downtown District has the potential to become a unique and enjoyable setting for customers to shop, dine, and spend their leisure time, supporting the resilience of retailers located there in the face of national trends.

3.5 | Recreation and Entertainment

An onsite indoor sports facility has the potential to serve as a critical anchor for the Downs development within a Downtown development, drawing in customers who will also patronize retail businesses, fill hotel rooms, and contribute to the overall vibrancy of the Oak Hill and the Downs. Most indoor sports facilities existing in the region serve their immediate communities and do not draw patrons from beyond the region, leaving an opportunity in the market for a high-quality, highly amenitized facility that hosts tournaments and draws athletes and sports enthusiasts from beyond the Portland region. The most successful facilities tend to be large, adaptable, and able to accommodate a wide range of sports as the popularity of different activities fluctuates. Popular indoor sports housed in such facilities include soccer, ice hockey, tennis, lacrosse, baseball, basketball, flag football, swimming, and athletic training.

Siting indoor sports facilities together with other complementary uses, such as entertainment options and hotels, tends to increase their appeal. Family members and friends accompanying athletes to sports events as well as other spectators value access to restaurants and other entertainment venues. A diversity of entertainment and recreation options at Scarborough Downs and the Downtown would help to position the site as a leisure destination within the region. Facilities such as state-of-the-art batting cages, paintball centers, miniature golf courses, driving ranges, bowling centers, arcades, and other unique offerings that are well integrated with eating and drinking options would complement an indoor sports complex. An assortment of these sorts of recreational activities will also appeal to summertime visitors and allow Scarborough to capture tourism dollars that are currently spent at beach destinations and in downtown Portland.

3.6 | Office

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While office vacancy in the South Portland/Scarborough submarket is low (3.24% for all space, and 2.56% for Class A), demand for new office space of any scale has remained minimal. New office space construction has been concentrated in downtown Portland, where office users are willing to pay the premium for new-build space. Smaller users in the 5,000 to 10,000 SF range in search of space do exist in the suburban market and are typically able to find suitable space.

An analysis of future office space demand based on employment growth in office-utilizing industries points to relatively little future need for additional office space. In the Portland Labor Market Area as a whole–an area encompassing the towns from Kennebunk northeastward to Freeport and inland to cover most of Cumberland County and northeastern York County–900 new office jobs are projected over the next 5 years, which will require roughly 175,000 SF of new space. Of those jobs, 175 are expected to be located in Scarborough, requiring about 25,000 SF of new space over 5 years.

Without a committed large office tenant for the District, it is recommended that office uses be developed as small, flexible blocks of space that can be aggregated or sub-divided as needed in response to tenant demand. Given projected growth in professional services industries, logical offices tenants would be lawyers, accountants, architects, financial consultants, etc. These tenants tend to require relatively small spaces and are common in downtown and village-center-style developments. Moreover, having these types of high-paying jobs on-site would help support retail and restaurant uses.

3.7 | Medical Office

Despite uncertainty in the healthcare industry with the continued speculation around the future of the Affordable Care Act (ACA), nationally the aging population and increasing number of people that are insured is driving an increase in demand. In response, the healthcare industry continues to grow and medical office building (MOB) vacancy rates have fallen. These trends are mirrored locally, where medical office space shows stronger potential compared to standard office space.

Medical office buildings are trending towards flexible space (flex space) and multi-specialty offices. This allows for the incorporation of a range of medical technology and equipment used in procedures and appointments. Additionally, the amount of technological equipment being used in procedures and appointments has been increasing, further adding to the demand for efficient space. Flex space allows for adaptability as technology changes or the needs of patients change.

Medical office space in Greater Portland has remained scarce through 2017, with vacancy falling to just 1.57%. There was only one vacancy across 36 Class A buildings in the region, resulting in some medical practices leasing Class B office buildings and retail buildings. An examination of regional employment trends in ambulatory care and outpatient services suggests demand for 377,000 SF of new medical office space in the region over the next 5 years, of which roughly 45,000 SF would be needed in Scarborough.

Over the past 10-20 years Scarborough, and in particular the area to be designated as the Downtown, has benefited from numerous medical office developments including new builds and expansions. Continuing attracting medical office users to the Downtown would be a considerable advantage, as these uses would sustain a significant number of relatively well-paying on-site jobs, as well as serving patients who could double as customers at retail and restaurant businesses.

3.8 | Light Industrial

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Overall vacancy rates in the Portland regional industrial market remain at all-time lows, leading to numerous build-to-suit properties being constructed. Lack of supply has meant industrial users have had to be flexible in terms of location or be willing to pay a premium for a desired locale. There were numerous lease transactions in 20,000-60,000 SF range in 2017, including several in Scarborough. Small industrial spaces under 10,000 SF (and as low as 1,500-3,000 SF range) have also been in demand and difficult to find.

The industrial vacancy rate in the Portland area is extremely low at just 1.25%, with only 230,000 SF available across 566 buildings totaling 18.6 million+ SF. Scarborough accounts for 2.6 million SF of total industrial space (about 14%). The town's industrial vacancy rate is slightly higher than the market overall at 1.9%, with 48,900 SF of space available.

A range of light industrial space types and sizes would be a strong possibility for the Downs site and Downtown District from a market demand perspective. However, it will be important to ensure that businesses occupying such spaces are compatible with residential and village-center uses. Small users (1,000–5,000 SF), such as boutique food producers, brewers, winemakers, and other "makers" would be an optimal fit and could potentially be integrated into the village center itself. Larger light industrial and flex spaces (10,000-60,000 SF) for manufacturing, assembly, warehousing, etc. would be viable along the edges of the site in areas where truck traffic would not detract from the pedestrian experience.

3.8 | Hotel

The Scarborough Downtown area covered in this study is located in the middle of a regional cluster of hotels stretching along I-95/Rt. 1 from Biddeford to Portland. There are 106 +/- hotel properties and 2,464 +/- rooms in this market, with an average room count of 70. Independent hotels make up 59% of properties and 33% of rooms, and are comparatively smaller, with an average of 39 rooms per property. Economy hotels account for about 11% of rooms, midscale/upper midscale account for 28%, and upscale/upper upscale 29%.

Market-wide, both hotel occupancy and revenue per available room (RevPAR) have been rising over the last several years. The latest hotel added to the market was Tru by Hilton near Portland Airport in South Portland, which opened in December 2017 with 98 rooms. Tru is a new mid-scale brand that Hilton debuted in 2016 targeting Millennials. Other notable properties added in recent years include The Press Hotel, Hyatt Place Old Port, and Courtyard Downtown Waterfront, all three of which opened in downtown Portland between 2014 and 2015, collectively adding 372 rooms.

Portland is currently experiencing a hotel construction boom, with seven new hotels and 900+ rooms in various stages of planning. A small 50-room boutique hotel is also planned for Saco Island in Saco. Collectively, these 963 rooms would represent a 13% increase in the market-wide room supply. While hotel demand has been growing regionally, it has been increasing at a declining rate each year since 2014. Demand would have to pick up in order for these new projects to be absorbed into the market without negatively impacting occupancy rates.

A hotel integrated into a village center at Scarborough Downs and the Downtown would be a strong fit from a development mix perspective. A steady population of hotel guests would help to support onsite restaurants, retail, and services, sustaining foot traffic and contributing to a sense of vibrancy in the village center and Downtown. While hotel market fundamentals are strong, the large number of rooms in the development pipeline is concerning. A visitor-oriented anchor use on-site, such as athletic tournament facilities, would be highly desirable for supporting hotel rooms. It is recommended that any hotel construction happen concurrent with the development of such a use. A boutique-style and/or

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"themed" hotel of 40-70 rooms (potentially consistent with the visitor-oriented anchor use) could potentially be successful in differentiating the property from the existing generic chain hotels that dominate the immediate Scarborough market area. The unique village center/Downtown location of a potential hotel would also likely appeal generally to tourists in the region who do not want to stay along the beach or in downtown Portland.

4.0 | THE OPPORTUNITY

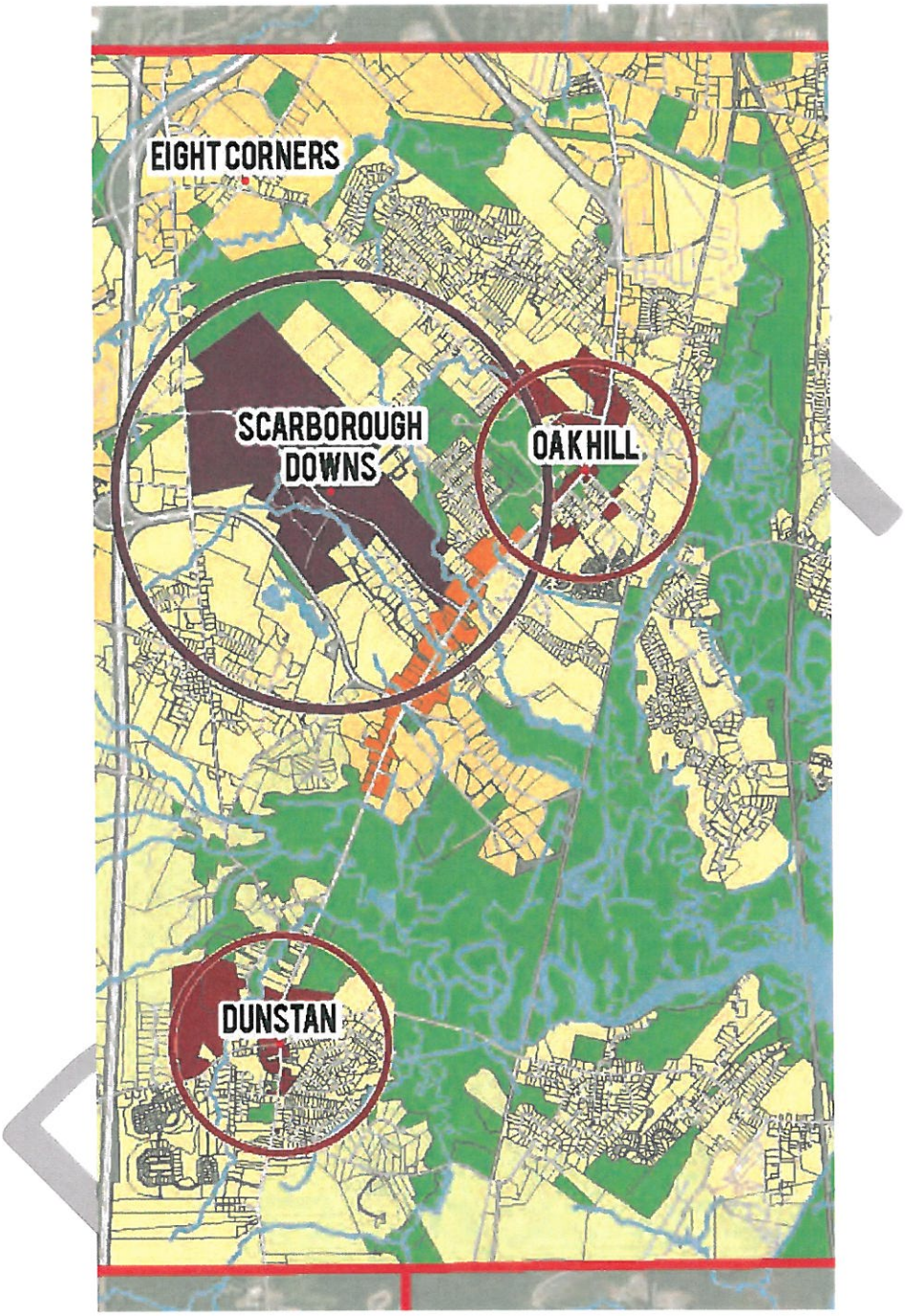
The 2006 Comprehensive Plan identified Oak Hill as the largest of the Scarborough villages. As already detailed, the area's zoning was updated to reflect a village center approach, and the Town is seeing the impact on building location and architecture. The Downs was also rezoned with the idea of fostering a mixed use village style development.

The 2018 Comprehensive Plan Update draft reaffirms these principals and shows the Scarborough Downs Property as a major activity center on the Future Land Use Map. The Map shows the proximity of the two areas with the municipal campus in the overlapping areas.

With a specific development plan for the Downs, the town can begin to have a vision of the historic Oak Hill area and Emerging Scarborough Downs Property.

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Future Land Use Map: 2018 Comprehensive Plan Update, Draft



4.2 | THE DOWNS

The Downs portion of the Downtown area described in this strategy is located adjacent to Payne Road to its north, less than 1,000 feet from Exit 42 for the Maine Turnpike (I-95) and adjacent to Haigis Parkway to the west and U.S. Route 1 to the south, all of which makes this is a prime location within the Town of Scarborough for compact, mixed-use development that is characteristic of a downtown, while also exhibiting convenient access to and from the Maine Turnpike at Exit 42 and surrounding communities, the City of Portland, and the larger region.

The Town has received a master plan and mixed-use development vision for the Downs by the new ownership team of this large, centrally located 500+ acre parcel. The new owners have proposed a forward-thinking mixed-use development plan that is envisioned by the Crossroads Planned Development Zoning District. Its goal is to include a more urban center for the Town that affords compact residential, commercial, and civic development in a framework that includes conserved and recreational open space and an active network of pedestrian, bicycle and transit connections.

In addition, the Town's Comprehensive Plan from 2006 called for this mixed-use development and laid the groundwork for the Crossroads Zoning District to complement the Town's existing central business and municipal hub at Oak Hill. Further, the Town is in the process of completing a comprehensive planning update process that identifies the Downs as the focal point of the Town's Regional Activity Center, anticipating the creation of an authentic and complete town center characterized as a mixed-use and walkable area where people would live, shop, work and play.



This contemporary downtown would include a wide range of public focused amenities, including: a new town common; a Main Street for shopping, dining, entertainment, employment, and residences; a re-purposed Grandstand that is a landmark building that will be repurposed with both public and private uses and activities; public recreation and civic space, including a location for a potential new community and recreation center; as well as new buildings, streets and urban fabric that is high quality and high value and will be an attraction for town residents, visitors, and employers and can serve as an economic, civic and cultural hub for the Town and the region. This new center is expected to complement the Town's other centers, such as Oak Hill, but with a core and character that the other locations cannot accommodate or achieve given the current built environment and constraints.

The following types of development are anticipated for the Down's portion of the Downtown: traditional and lifestyle retail, restaurants, indoor and outdoor entertainment, offices, hospitality, a town park and other community/municipal uses, light manufacturing, research and industrial, outdoor recreational areas as well as a variety of different types of residential development organized around a central downtown area.

Surrounding the Main Street activity at the Downs, will be other employment opportunities with flexible production space targeted to research and development, laboratories and light industrial users. The demand for this space is great.

To complete the Downtown concept on the Downs Property, the developers are requesting financial assistance from the town as part of a Tax Increment Financing District (TIF). Such an agreement was contemplated in the 2006 Comprehensive Plan. While a TIF was contemplated, the specific purpose and details are up to the Town Council.

Renderings of the Main Street Concept for Scarborough
Scarborough Down's Proposed Concepts.



THE DOWNS TOWN CENTER VIEW 2 CORRILL PALMER

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4.3 | OAK HILL

The Oak Hill portion of the district is located along Route 1 and Gorham Road bounded to the east by Maple Avenue and to the north by Pin Oak and the west by the Downs. The District also includes the municipal campus that includes Town Hall, Scarborough Public Library, High School, Middle School, Intermediate School as well as parks, ballfields and open space.

Oak Hill serves as a significant center for the Town and offers many of the businesses, services, civic uses and surrounding residential development associated with a downtown. As evident for some time and recently articulated in the 2018 comprehensive planning process, Oak Hill has physical challenges that make it difficult to be a traditional downtown center without integration with, and development by, the Downs and surrounding sites. Oak Hill as it is currently configured, is impacted by the highway nature of Route 1 and its use and footprint, as well as the more highway-oriented development that exists.

As identified in the Plan, this particular area (combining Oak Hill and the Downs) has great bones and presents an opportunity to create a "true" town center that would be a more walkable, compact environment with a mix of uses. It can be a place where one could park their car once and walk to several businesses to shop, visit services, work, use the municipal campus, and potentially live in and around the downtown. (2018 Comp. Plan, Plan Framework, pg. 108) In order to realize this, a significant investment in infrastructure and downtown-focused amenities is needed. The Comprehensive Plan excerpts highlighted below indicate that the Oak Hill center in Scarborough is a priority growth area for the community and should be a recipient of future economic assistance.

The 2018 Comprehensive Plan recommends among other improvements new street connections and a central village square. Enhancements such as these can play a key role in enabling a more walkable, activated downtown while diffusing traffic congestion at the Route 1/Gorham/Black Point Road intersection, and providing alternatives to Route 1 as a regional arterial corridor. While the Oak Hill portion of the Downtown is fairly developed, there is still a significant amount of new and infill development that can occur over the next decade that will translate into an increase to the local and state economy. As evident from the District Map, Oak Hill, the Municipal Campus and the Downs are very close and connected in geography. This proximity provides for a tremendous opportunity to create a downtown area in Scarborough that is distinct in offering a wide mix of commercial activities alongside community amenities in a walkable and multi-modal setting. By including these areas within one downtown district a greater captured tax revenue is leveraged that is needed for the necessary improvements and enhancements anticipated by the Town for this activity center in Scarborough.

4.4 | PROXIMITY TO THE MUNICIPAL CAMPUS

The Downs Property can be as little as a 10 to 15-minute walk to the Town's municipal campus with the appropriate sidewalk and pathway infrastructure in place. The Sawyer Road neighborhood and its adjacent street connections could allow pedestrians and cyclists a safe, short and comfortable trip between the Downs and the municipal campus and the Oak Hill core. Via a motor vehicle it is a short trip down Route 1 to the Downs. Further, the Town is in the process of studying the expansion of transit service in and around Oak Hill and the Downs, and a Downtown TIF can be a key component to facilitating connections within and from the Downtown District for all ages and physical abilities.

The development plans for the Downs also includes sidewalk, pathway and street connections to many adjacent properties and neighborhoods, including pedestrian connections to Sawyer Road and trail connections to the Warren Woods land trust property to the north and northeast.

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THE DOWNS

- Geographic Center of Town
- 500+ Acres
- Accessibility & Adjacency
- The 5-10-15 Minute Walk
- Infrastructure Costs & Opportunities
- Public & Private Asset Potential
- Community Building Opportunity



4.5 | JOBS AND SENSE OF PLACE

The development plan for the Scarborough Downs includes the creation of a unique, contemporary downtown in the heart of the Downs. According to the developer, the plan was designed in direct response to the Town's 2006 Comprehensive Plan and the Crossroads Zoning District.

This downtown will include a wide range of public focused amenities, including: a new town common; a Main Street for shopping, dining, entertainment, employment and residences; and civic uses and activities.

In addition, other amenities include the existing Grandstand, that is a landmark building, proposed with renovations to include both public and private space; public recreation space, including a location for a potential new community and recreation center; as well as new buildings, streets and urban fabric that is designed and constructed with high quality and high value in mind.

With these amenities in place, this site and district will be a very attractive place for economic development and job creation. Market conditions suggest that modern day businesses and employers are locating in active, mixed use places that have amenities for their employees and customers.

Further, Oak Hill and the Downs are ideally located for logistics with easy access to Route 1, Payne Rd, and the Maine Turnpike, as well as in a central location for use by Town residents. In addition, with a walkable design with complete streets and future transit service, this district will also enable easy access to new businesses for a wide range of employees. As called for in the Town's comprehensive plans, this downtown district is poised to be an economic and civic hub for both the Town and the region.

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Based on potential new square footage of non-residential development, employment on Scarborough Downs alone could reach 2,300 to 3,400.

A Sense of Place for Scarborough: Main Street at the Downs with Potential Community Center, Town Square and Redeveloped Grandstand.



5.0 | STRATEGY

To foster the development of downtown described in this strategy, the town will need to consider actions in the following categories: Infrastructure Improvements, Streetscape, Technology, Resiliency and Sustainability, Municipal Facilities, Fiscal Sustainability, and Business Development. Specific projects are listed from other studies, but specific feasibility studies may be necessary.

5.1 | Infrastructure Improvements

5.1.1 | Transportation

There are significant transportation needs and demands in the Oak Hill and Route 1 corridor, as the street system relies heavily on Route 1 as an arterial street, and Gorham and Black Point Roads as major collectors, given the lack of an interconnected street grid and transportation choices beyond motor vehicles. This hierarchical approach to streets has exasperated traffic congestion on these primary streets and is stressing the system. Further, the existing road infrastructure is significant in lanes and footprint, with limited area for expansion given existing development and natural resource constraints.

Given the demands, stresses and congestion on this existing road infrastructure, the Town has been studying improvements and alternatives for a number of years. These studies have included the Oak Hill Pedestrian Plan; the Town-wide Transportation Plan; and a variety of plans and designs focused on traffic signal improvements, safety improvements, capacity improvements, and initiatives for alternative transportation, including expansion of transit service.

In addition to these past studies and objectives, the Downs master plan includes a new interconnected, network of streets that can play a primary role in transforming the current transportation system in and around Oak Hill and the downtown district.

This new network of streets that is planned for the Downs will provide the necessary support and service for the anticipated growth at the Downs and will connect to the major surrounding streets, such as Route 1, Haigis Parkway, and Payne Rd. These connections will warrant intersection improvements that improve and expand the capacity of these transportation nodes and will enable the streets within the Downs to be used by development within the project but also the larger community and provide much needed alternatives to the existing streets in the area, and better distribute traffic and travel in the community.

Further, these new streets are planned and designed to accommodate **multiple modes** of transportation including bus transit and safe pedestrian and bicycle facilities. With a project the size and type of the Downs, coupled with the current and future activity in Oak Hill, transit can be a primary transportation option and strategy moving forward and can play a key role in relieving existing traffic congestion and demand for future capacity.

Lastly, resident and businesses alike have identified traffic as a major concern. Traffic congestion has been a theme in every public meeting held in the last year for the Comprehensive Plan update and in informational sessions on the Down's masterplan.

Municipal projects for transportation to support the district should include traffic management and traffic calming activities, the potential development of additional connector roads, sidewalks, bike lanes and support of transit.

- Intersection and related street improvements to improve congestion, efficiency and safety along Route 1, Gorham Rd, Black Point, Hannaford Drive, as well as the larger street network to spur and accommodate economic development

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- Bicycle, pedestrian and related alternative transportation improvements to make the downtown district safer and more friendly to walking and biking and to encourage economic development
- Transit improvements and expansion to service, including bus shelters, amenities etc. to provides transportation choices and access for economic development
- Transportation connectivity between sites and development areas within the downtown district

Specific Projects from current studies are listed below:

Traffic Signal Projects along Route One
Includes signal equipment
Smart technology
Communication
Controllers

Potential Transit Shelters
Commerce Drive
West of Gorham Road and Route 1
North of Route 1 and Portland Farms Road

Geometry and Lane Improvements
Along Route One.

Pedestrian Improvements
Sidewalk network improvements including infill and new sidewalks
Crosswalks

Bicycle Improvements –
Bike Lanes

Access Management Improvements
Route One Corridor Project Study
Curb Cut analysis

Traffic Calming
Route 1 from Sawyer Road to
Gorham Road to from Quentin drive to Hannaford
Gorham Road from Route 1 to Eastern Road
Route 1 from Hannaford to Down East Lane
Eastern Road

Route 1 at Scarborough Downs

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Signal Modifications, Including Pedestrian Provisions
Construct Sidewalk on both sides of Route 1

Route 1 at Commerce Drive
Construct Sidewalks on both sides of Route 1
Signal Modifications

Route 1 at Sawyer Road
Construct Sidewalk (Commerce Way to Ward Street)
Extend Left Turn Lane for Route 1 NB
Remove Slip Lane for Route 1 NB (?)
Signal Modifications
Extend Right Turn Lane for Sawyer approach
Construct Paved Shoulders on Sawyer Road

Route 1 at Ward Street
Extend Left Turn Lane with restriping for Route 1 NB
Signal Modifications
Construct Sidewalk on east side of Route 1

Route 1 at Black Point Road/Route 114
Signal Modifications
Construct Shoulders/Sidewalks to Hannaford Drive on Route 114
Construct Sidewalks on all approaches
Reconstruct Route 114 (In process)
Remove Right Turn Lane onto Route 114
Reconstruct Black Point Road (Done)

Route 114 at Hannaford Drive
Reconfigure Intersection
Construct exclusive left and right turn lanes for Route 114 NB approach (Possibly)
Construct Sidewalks to School (in process now)
Install New Pedestrian Signal

Route 1 at Hannaford Drive
Construct By-Pass Road
Install New Signal
Construct Raised Island for Hannaford approach
Construct Flush Concrete Island for Route 1 SB approach
Construct Sidewalk for Route 1, Hannaford

Black Point Road at Eastern Road/New Road

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Construct New Road (Property Owner to reconstruct some of road)
Install New Signal
Construct Sidewalks to Route 1

5.1.2 | Utilities

Utility expansion and upgrades are key components to economic development within the downtown as well as creating a modern economy. As transportation improvements are made and linkages occur between properties and developments, utilities will also need to be extended and upgraded. For example, waterlines will be looped and capacity increased, as will sanitary sewer, electrical and communication systems. Further, expanding fiber optic lines and communication is a fundamental strategy throughout the downtown district to give this activity center a competitive advantage in the marketplace

More specific to the Downs the following utility expansion and investment are necessary to support the targeted growth for projected by the developer for the district:

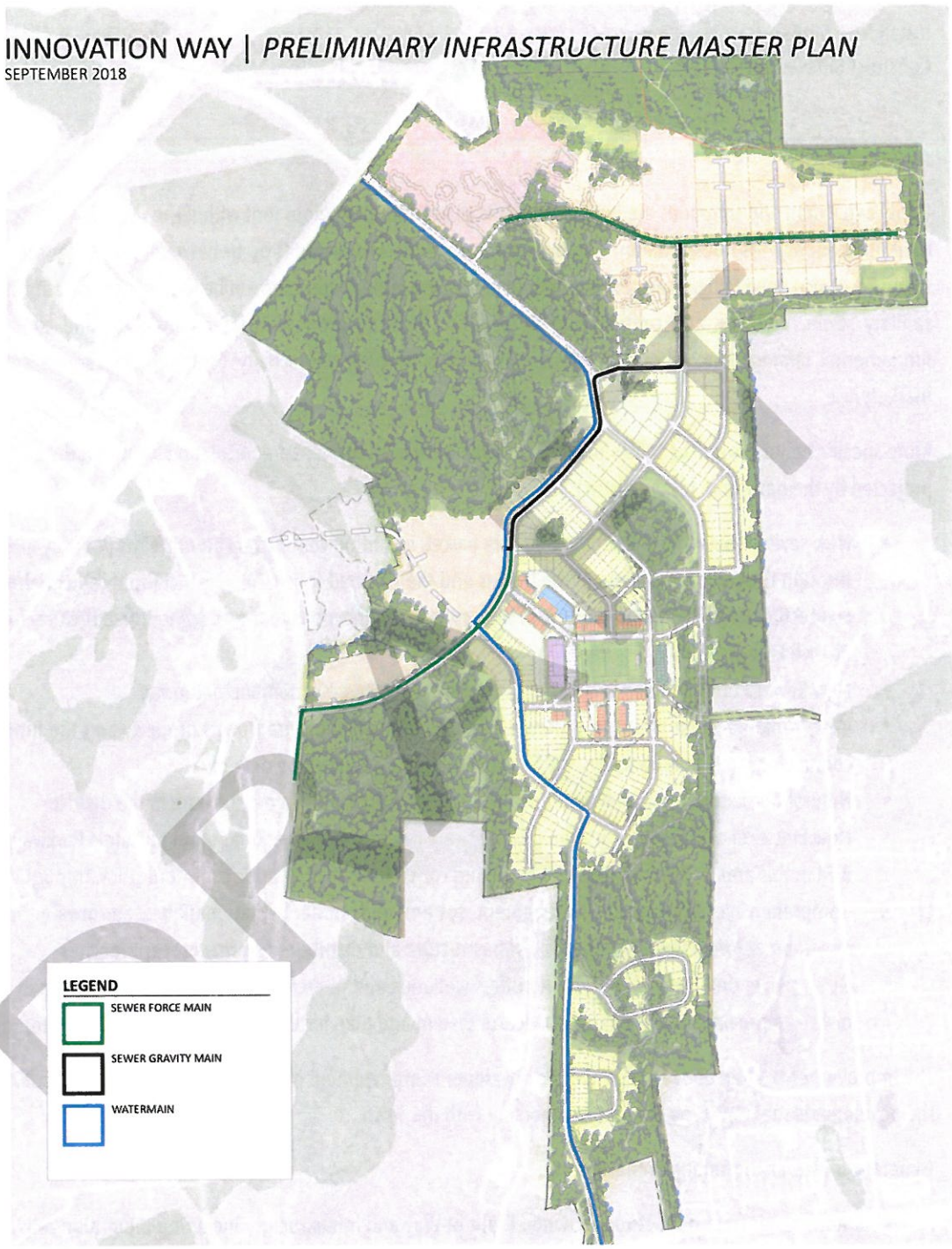
- New sewer mains throughout the 500 acre parcel, including connections from Haigis Parkway to Payne Road and through the northern portion of the Downs and the planned Innovation District (light industrial/manufacturing); connection from Route 1 to the core of the property; connections to the abutting infrastructure, including Sawyer Rd and Enterprise Business Park
- New Sewer Pump Stations in the core of the Downs to serve the demand of the site
- New trunkline water mains from Route 1 to Payne Rd through the Downs property and the Innovation District; connections to Haigis Parkway; and Sawyer Rd and throughout the district
- Natural Gas Extension from Route 1 and Haigis Parkway creating a gas network in the district
- New Electrical and Communication from Route 1 through to Payne Rd and out to Haigis Parkway, upgrading the grid in this area of Scarborough and providing contemporary fiber optic communication throughout the district
- Comprehensive stormwater management system and strategy that manages stormwater in a low-impact development manner, utilizing green infrastructure and distributed stormwater approaches
- Open space, greenway network that buffers wetlands and interconnects valuable open spaces in and around the district to provide for a green-infrastructure system and plan for the downtown and its surroundings.

The improvements listed above are part of the developer's improvement program. To achieve this level of improvements, the developer is seeking some financial partnership with the Town.

General Utility & Environmental Infrastructure

- Stormwater Treatment of Town-Owned Right-of-Way and Infrastructure Including biorention cells, vegetated underdrains, and other filter systems that will provide water quality treatment.

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INNOVATION WAY | PRELIMINARY INFRASTRUCTURE MASTER PLAN
SEPTEMBER 2018
LEGEND
SEWER FORCE MAIN
SEWER GRAVITY MAIN
WATERMAIN
THE DOWNS
GORRILL PALMER
ACETO LANDSCAPE ARCHITECTS

5.2 | Streetscape

A crucial element of any downtown are the streetscape elements that bring a sense of identity and sense of place. These elements are particularly true for this study area where we are blending an existing area with a new build area.

How do we provide cohesiveness between the two areas? Streetscape improvements will include:

- Identity signage
- Wayfinding signs,
- Lighting
- Plantings
- Street furniture
- Seasonal and Event flags and other markers can also play a role.

5.3 | Technology

Technology plays a critical role in any town's vision of the future. Whether it's contemplating the technology improvements to deliver better municipal services or contemplating the impact of driverless cars, technology matters. For the downtown area, broadband speed and capacity are critical to the Town's ability to attract business.

While broadband is available in the Downtown area, the demand continues to grow for faster and better service. For Scarborough these services are provided by the private sector. Some communities such as South Portland have formed partnerships with providers to deliver extreme internet speeds.

Scarborough will need to evaluate the role of the municipality in nurturing the development of these higher speeds. The Downtown area described in this study should be considered a prime place to start evaluating options. Tasks include

- Inventory current and future needs of existing businesses for Broadband
- Work with local technology providers to understand the potential of the fiber located along Route One

5.4 | Resiliency and Sustainability

Scarborough's Energy Committee completed their sustainability plan in 2017. The committee defined sustainability as the balancing of energy and environmental stewardship, social responsibility and economic vitality to meet present needs while ensuring the ability of future residents to meet their needs.

As part of their plan, they would like to

- Develop incentives for Scarborough businesses which deploy sustainable energy measures.
- Work with the Scarborough Economic Development Corporation to attract sustainable businesses to Scarborough.

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- Expand regional bus infrastructure to promote transit. Such options have a greater chance of success in a denser area such as the Downtown described in this plan.

5.5 | Municipal Facilities

The municipal campus plays a central role in this expanded vision of Scarborough's downtown. It is part of the glue that blends Oak Hill and the Downs development together to create new opportunities for a cohesive center of town.

As previously mentioned, the movement of the Public Safety departments into a new structure next door to the Town Hall, creates a real development opportunity for Oak Hill. The current public safety building is on the market. It is subject to the Town & Village center Zoning District and is located on a key lot within Oak Hill. It is also transitional in many ways since it fronts Route One and is a sizable lot. The lot is on the stretch of Route one that connects Oak Hill to the Downs Property. The Town has not restricted the use of the facility or lot – other than what is allowed in the current zone.

The Scarborough Public Library has recently begun to study expansion scenarios and will be looking for approval of these plans within the next few years.

The town is also facing another question with respect to municipal facilities – the demand for a community center. The Town does not currently have a community center nor a town owned senior center. There may be an opportunity to develop such a center on the developing Downs Property.

To assess the need/feasibility and cost of a community center, the town will:

- Establish a citizen process to identify the components of such facility
- Determine the affordability of a center
- Look for models of affordability including public-private partnerships.

5.6 | Fiscal Sustainability

Citizen engagement through the Comprehensive Plan process consistently identifies the need for fiscal responsibility and sustainability. While many tasks and investments are outlined in this strategy to develop the downtown, identifying funding sources that minimize the impact on the tax payers is critical.

Tax Increment Financing Districts (TIF) can be an effective way to both guide development and finance needed improvements with new tax dollars. A municipality may designate an area as a special district and use net new tax revenues to complete studies and projects that benefit economic development within the district. These districts can also shelter the new taxable value which is created in a district from impacting negatively on the State's School Funding Formula, County Tax Formulas and State Revenue Sharing Formulas. Since new taxable value in a community can negatively affect these funding formulas, sheltering the new dollars for a period of years can be beneficial.

Given the potential revenues to be generated by the Scarborough Downs development, a TIF district makes sense as both a financing tool and a planning tool.

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The developer of the downs is also seeking a financial investment from the Town in the form of a Credit Enhancement Agreement (CEA). The CEA is tool that a municipality may use within a designated TIF District to refund some of the new property tax revenues that are generated back to the developer.

This CEA arrangement is used to promote economic development and is often used to pay a developer back for extraordinary costs in the development process.

The Town should

- Consider a downtown TIF for the development area outlined in this study
- Consider the use of Credit Enhancement Agreements as part of a TIF District for the Downtown area.

5.7 | Business Development

Given opportunities presented by both redevelopment and new development in the district area, staffing for economic development support for business development will critical.

Staffing may come from the Town staff in the form of the Town Manager and his staff, the Planning Staff, including the town engineer and the sustainability coordinator. Such staffing for economic development activities such as working with new and expanding businesses in the downtown area will also come from the Scarborough Economic Development Corporation which markets the town and provides assistance to local businesses. Business support may include the development of a microsite within SEDCO's website that features the downtown areas attributes.

- Support Business Attraction and Retention in the Downtown Area
- Develop targeted information for business attraction on the SEDCO Website, possibly a microsite featuring the district as described in this plan
- Continue to support business expansion in the area
- Consider the development of a business association within the area to support private sector investments.

6.0 | PUBLIC INPUT

6.1 | Planapalooza™

In September 2017, the Town hosted a four-day charrette, inviting the community in to talk about and design their vision of Scarborough. The Charrette, known as Planapalooza™, was run by the Town's comprehensive plan consultants, TPUDC.

A team of consultants, including specialists in urban design, transportation, land use, and resiliency moved into a vacant commercial space above a local coffee shop, located across the street from the Town Hall. Town planning and economic development staff also "moved in" for the four days. The "studio" was open from 9am to 9pm and residents and business owners could drop in at any time during those hours to ask questions or review work in progress.

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There was a kick-off session where participants worked with maps of the town to identify areas of opportunity as well as areas of concern. Scarborough Downs figured prominently in the participants discussions of opportunity for the town. The proximity to Oak Hill, the Central location, and the proximity to the Turnpike were all opportunities for the town.

All the maps produced for the kick-off session were available for inspection and review. Folks who visited the studio were invited to add their thoughts to the maps. All the maps were on display at the studio, then added to a separate website, specific to the Comprehensive Plan – ScarboroughEngaged.org. Residents and businesses were all invited to comment further on the website.

The input from Planapalooza™ and Scarborough Engaged all formed the basis for the draft 2018 Comprehensive Plan update.

6.2 | 2018 Comprehensive Plan Survey

The Comprehensive Plan Survey was conducted in July and August of 2018. A survey was published in the *Scarborough Leader* which is mailed to every household in Scarborough. Residents and businesses representatives could fill out the paper survey and return to the public library or town hall. They also had the option of filling out the survey online through the town's engagement website (ScarboroughEngaged.org) In total, 564 respondents took part in the survey.

The survey asked respondents to consider the nine guiding principles used to develop the draft 2018 Comprehensive Plan. They were asked to choose the three principles that were most important to them as we plan the future. Here are the guiding principles most frequently selected by respondents as one of their three choices:

Fiscal Sustainability: Deliver excellent municipal services to our entire community in a fiscally sustainable manner to minimize the impacts and costs for tax payers. (68% of respondents)

Healthy: Maintain a healthy community with parks, beaches, natural areas, public spaces and facilities that provide a range of amenities and experience via a safe, inviting and connected system. (42% of respondents)

Stewardship: Operate in a manner that conserves and safeguards natural resources, becoming a model of environmental stewardship and managing the Town's resources wisely to support present and future generations. (32% of respondents)

When asked about developing a community center facility which would attract all ages to a central location, 40% of residents agreed. Another 33% were on the fence - they answered maybe. The survey did not ask a follow-up to determine why they answered "maybe". One potential answer is that a community center can have many definitions and many price points. The development of a community center could be well received, but more work will need to be done to ascertain the right balance of services, facilities and price point.

The survey also asked respondents about strategies for maintaining and fostering a sense of community identity within Scarborough. When asked whether the town should provide for vibrant and diverse activity centers that draw the community together, providing areas to meet, work, shop, dine and socialize, 43% of respondents "agreed". Another 33% responded with "maybe".

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The survey also captured written comments. These comments provide more insight into some of the respondents views on the development potential at Scarborough Downs, the role of a downtown and the desire for a community center. The following are excerpts from written comments:

Scarborough needs to develop some features of a true New England town. It currently consists of a cluster of far-flung "neighborhoods" with no cohesion and that are difficult to safely access without a motor vehicle.

The recent sale of the Scarborough Downs property is a one-time opportunity to create a town center that could give Scarborough some semblance of a classic New England community. This is not an opportunity for the next ten to twenty years - this is an opportunity to forever improve the quality and appearance of this town.

We need to establish a well-planned, aesthetically pleasing town center that would speak to our New England heritage. I would suggest a place that has a town common with plenty of open space for town functions and gatherings. Some town related buildings could be there as well - maybe an expanded library, a new school, and/or a place of worship... I hope that you carefully evaluate the opportunities our community currently has before it. I hope that we can see careful and thoughtful development within the Downs property that will preserve and not strain the resources our community has, will improve the atmosphere and quality of life in Scarborough, and create within it the features of a true New England town.

This property should not be used for the development of more shopping malls with their excess of parking lots and potential for traffic. We have several big box stores already and we do not need any more. This should be considered with an eye to the future. With the growth in on-line shopping, the need for shopping malls and plazas is going to decrease, and we will be dismayed in the future by the vacant store fronts. If additional consumer space is necessary, look first to Route 1. [The respondent is also concerned about additional gas stations, stating that they are potentially unsightly or unnecessary at Scarborough Downs.]

A community center with a pool and fitness center would be a nice idea, but the $20 million price tag seems excessive.

High density housing in the Oak Hill area would require substantial wetland mitigation and further strain school resources and other infrastructure. Scarborough has grown at a substantially faster pace than the rest of Maine. It is time to focus on infrastructure before allowing additional growth. It makes more sense to continue to build commercial and town center facilities in Oak Hill where much infrastructure exists and focus future residential growth in the Scarborough Downs area where grid travel and higher density development can be easily accomplished without impacting existing neighborhoods.

If Scarborough Downs is to be developed, then let that be the place for higher density housing. putting it in Oak Hill will create severe wetland mitigation, disrupt existing neighborhoods, increase already high noise levels and make currently overtaxed school resources even worse.

The sale of The Scarborough Downs property provides an opportunity for this town to create a true town center. It is my hope that it does not simply become a land of more housing. There is enough space in there to do some mixed use housing, but also create a walk-able area to shop, dine, and hangout. It could truly be a place where people go for entertainment. I also think it is an ideal location to bring some small industry into the mix.

While I love the idea of a nice downtown area and dislike the tacky look of Rt. 1 as it is, traffic is a major issue in the summer and traveling Rt. 1 is essential for beach access. Though a great idea in theory, I think lowering the speed limit or reducing the number of lanes on Rt. 1 would be disastrous and a royal pain in the butt for residents. I think moving our downtown area away from Rt. 1 makes much more sense than trying to reconstruct Rt. 1. Unless you were to tear down all the hodgepodge businesses and buildings that currently line Rt. 1 and start all over, I think it would be putting "lipstick on a pig" to try to make it look pretty. Better to focus on the

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Scarborough Downs area and maybe make another road running parallel to Rt. 1 to give locals an alternative route to get from one side of town to the other.

Create a walkable "Downtown" type area at the Scarborough Downs property with a community center for all ages.

As a resident, I love the idea of a community center and a nice shopping/social area. However.... As a town, we seem incapable of managing our resources appropriately and every year there is never enough to cover expenses without a constant tax hike.

Concerned that over development especially in Scarborough Downs area will affect school enrollments and place bigger burden on the school budget. We need to increase business growth to help offset the tax rate.

I'd love to see a downtown that has a walkable area constructed at Scarborough Downs with small business

Scarborough should guide the growth and development of the Scarborough Downs real estate to become a walking town center with the associated parking areas to serve as the focus to tie together the two separated areas of Dunstan and Oak Hill. In my opinion it is the best chance to have a true town center for Scarborough rather than continued development along route 1 that will not lead to a traditional downtown.

I love Scarborough but more should be done to promote and plan for a consistent look and feel in the town. For instance, buildings that house cheese iron, Starbucks plaza present a clean look with character. Walgreens is an eye sore. Better aesthetic planning needed. A town center is sorely needed which I understand may come in time with the Scarborough downs area. Please consider appropriate planning with a consistent feel; not hodgepodge.

A community center (with a pool, multi-purpose meeting rooms, etc) is sorely needed for all ages in Scarborough. Please prioritize.
I feel strongly that the community needs a central place for people of all ages to meet, connect and interact. I would love to see plans for a community center in the works. It would also be amazing to have a large, central independent playground (i.e. not connected to a school) alongside restroom facilities and food services, so that families can congregate centrally. Lastly, I'd love to see improved walkability/sidewalks on main roads, particularly near the schools.

As an 18-month resident, it has been difficult to make connections in Scarborough as we do not work in the town, nor do we have kids in the school system. I would love to see a community center with a variety of activities, such as gym, pool, fitness, and meeting rooms. Perhaps bring a YMCA type of business in, or build a town center.

A community center like South Portland's Rec Center would be amazing! There has been so much turmoil among Scarborough residents since we moved here in 2014 - over the budget, school board, etc. I think a community center would do wonders towards centralizing our collective desire to all be good citizens and neighbors and foster a much stronger community feel. Just this winter I had to poll friends outside of Scarborough to find out where we could go for a snowy afternoon open gym. What a wonderful thing it would be for our town to be known for things like this, instead of it being one of the things we are most lacking.

Having moved to Scarborough a year ago with my family (4 children) we were incredibly surprised that there wasn't a pre exsisting community center here. This is a large town full of families and older adults! We fully support the development and building of a community center in Scarborough!

Stop building new police /fire /community centers/library,/administrator buildings and make do with the buildings we have -at least for the next 10 years-until I have moved out of Scarborough.

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I am leery of any major investments due to their potential impact on our seniors and most vulnerable citizens. I am also leery of too much additional housing putting burdens on the schools and resources that we already struggle to fund. This town's current debt is also of grave concern. If we can figure out how to properly fund this type of project and improvements to our town while maintaining fiscal responsibility, I would love to see it happen, but given our town's history, I am distrustful as are many of the town's citizens. I am cautiously optimistic about the long-term plan for Scarborough, but would like to see us pay our debts and get our spending under control before taking on any major projects.

I would love a community center but what is the cost and how much will this raise our taxes??

A new community center may be desirable, but how do we pay for it? We can't continue to spend money we don't have on nonessential projects. Perhaps the town should promote well planned, responsible commercial development to increase revenue so that debts can be paid - or at least reduced - before we incur more.

This town needs a community center. A resource for all age groups. A place to bring by everyone together. If we can create this space within a "town center" with walkable shops, restaurants, etc it would be an amazing asset. Please give the community what they are looking for.

I wish I could strongly agree with the need for a community center, with a pool. I would also strongly agree for the need for sidewalks. I'd add that I wish prioritizing and protecting the schools was an option under some of these - great schools is one of our primary characteristics as a place families want to move.

We need a community center and pool just like South Portland and Cape Elizabeth. Those places really pull the community together and encourage healthy habits.

Community center with pool. Splash pad. Park with playground equipment. A central downtown area with food and shops. Maintaining affordability to live here once all is said and done.

I DO NOT WANT A NEW COMMUNITY CENTER PAID FOR BY TIF. I WANT A STEADY OR LOWER TAX RATE AND ABATEMENT FOR PEOPLE WHO NEED TO MAINTAIN SEAWALLS.

Also, circumventing the voters/taxpayers is not a good idea when it comes to building a Community Center.

I'd love to see our town continue to support our public library and allow it the resources they need to grow. The library IS a multigenerational community center that the town already has and they need our support.

Concerned that over development especially in Scarborough Downs area will affect school enrollments and place bigger burden on the school budget. We need to increase business growth to help offset the tax rate.

If I could have checked "Fiscal Sustainability" three times in response to the first item, I would have. A new community center may be desirable, but how do we pay for it? We can't continue to spend money we don't have on nonessential projects.

"I understand this is a general survey but once costs are known, taxpayer's opinions of how these things will affect their taxes may change. I would have had more definitive answers had the costs been known, how it would affect taxes and what other sources of funds would be available to accomplish the tasks. Under no circumstance would I agree with any of the changes above if large bond issues are required nor if taxes were affected by more than the cost of inflation on a regular basis.

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Who decided that walk-ability was so high a priority to the future of this town when our winter season is so long, so harsh, and the general distances are so great?

Recognize and plan accordingly that in 20 years fleets of self-driving electric vehicles will dramatically reduce the need for parking, eliminate the need for most public transit, and eliminate the "non-driver" class.

Integrate Town owned infrastructure (town hall, schools, public safety buildings) with the development of co-working spaces, entrepreneur support, and ongoing education & job training for the community.

6.3 | Public Information Sessions

As part of this strategy, the Town is contemplating a Tax Increment Financing District encompassing Oak Hill and Scarborough Downs. The Town may also contemplate a credit enhancement agreement with the developer.

The Town of Scarborough has reached out to the community regarding the proposed TIF district and possible credit enhancement agreement (CEA) through public information sessions and a dedicated section of the Town's website.

The public information sessions were held at various locations and at both daytime and evening hours to ensure as much public access as possible. Attendance was strong with over 100 unique individuals attending at least one session. Each session included an overview of the process for formation of a TIF district and CEA. The meetings also explained the development proposed at the Downs. Attendees were encouraged to ask questions throughout the presentation.

Dates and locations of sessions:
Tuesday, September 18, Scarborough Town Hall
Monday, September 24, Scarborough Public Library
Wednesday, September 26, Scarborough Downs Grandstand
Tuesday, October 9, Dunstan Fire Station
Monday, October 15, Scarborough Town Hall
Tuesday, October 30, Scarborough Town Hall

The webpage added to the Town's website includes links to every Town Council and Planning Board meeting and workshop where the Downs project, TIF district, and CEA were discussed. Also included are documents and slide presentations that accompanied these meetings and workshops.

6.3 | Future Processes

As previously noted, one element of this strategy requires additional input from the community – the planning and funding of a community center. A community process will need to identify what should be in the center – pool, meeting rooms, skating areas, senior facilities, and indoor sports are a few of the items that may be desired by the community. The ability to fund the center will be another critical factor for citizens to weigh in on.

The Town will engage the residents of Scarborough through listening sessions, scheduled during daytime, evening, and weekend hours, to hear people's thoughts and ideas regarding a community center and potential location in the downtown area. These listening sessions will provide staff with direction to draft possible scenarios to then bring back to

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the public though workshop sessions where proposals can be critiqued and amended. Town Council will then decide on the best way to move the conversation from ideas to final proposal, most likely creating an ad hoc committee of residents.

The Town will also need additional input from the community as the downtown area develops. A Downtown committee can help guide future investments in this area and ensure that connections between the Oak Hill area and Scarborough Downs continue.

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Appendix

Excerpts from Comprehensive Plans

The 2018 Plan designates Oak Hill and Dunstan as Community Activity Centers while the Downs is identified as being part of what should be the Town's Regional Activity Center. The following are some of the key excerpts from the 2006 Plan and the draft 2018 Plan:

The Scarborough Downs area and the Running Hill area present opportunities to create mixed-use centers for the community. The Town should cooperate with property owners in these areas to establish visionary development plans for each area.

(See 2006 Comp. Plan, Ch. 6: Future Land Use Plan, Sec. 6-3, pgs. 53-54.)

The Future Land Use Plan envisions that infrastructure will need to be provided to facilitate development in the Running Hill Road area and in the Crossroads area. In addition, the extension of infrastructure into the Gorham Road area west of the Turnpike may also be necessary. While the private development community will be responsible for all or most of these costs, the Town may need to facilitate the funding of these improvements through the use of TIF's or impact fees.

(See 2006 Comp. Plan, Ch. 8: Capital Investment Strategy, Secs. 8-2, 8-3 pgs. 123-124.)

Work with property owners, developers, the Scarborough Sanitary District, and the Portland Water District to provide appropriate infrastructure to serve economic growth within these areas. The Town should continue to use outside funding through grants and the Tax Increment Financing (TIFs) and impact fees to fund the extension or expansion of needed infrastructure including roads, sewers, and water.

(See 2006 Comp. Plan, Ch. 5: Policy Objectives and Actions, Sec. B. Local Economy, pgs. 21-22.)

The Town will need to review these recommendations and formulate a transportation plan for addressing this issue. While many of the identified projects are system-wide improvements or are intended to address current deficiencies, there are a number of areas where transportation improvements are likely to be necessary to accommodate anticipated development. These include the Dunstan area, Oak Hill, the Crossroads area (especially if a Haigis Parkway/Gorham Road connector is developed) and the Running Hill Road area. The nature and extent of the improvements will somewhat be a function of the proposed development. Funding for these projects will likely include a mix of sources including developer funding, state and local funds, and a municipal share in some projects. Use of impact fees or TIFs to fund part of the cost of these improvements may be desirable.

(See 2006 Comp. Plan, Ch. 8: Capital Investment Strategy, Secs. 8-2, 8-3 pgs. 123-124.)

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The Planapalooza™ process also recognized Scarborough Downs as one of the most under-utilized properties in Scarborough. With its proximity to Oak Hill and the Town's main arterials, Scarborough Downs has the potential to be redeveloped at a higher intensity than the Community Activity Centers. It has been categorized as a Regional Activity Center.

(See 2018 Comp. Plan, Built Environment, pgs. 52-53.)

The community overwhelmingly supports the idea of preserving Scarborough's natural environment while recognizing the need for targeted development at the Scarborough Downs, Oak Hill and Dunstan.

(See 2018 Comp. Plan, Plan Framework, pg. 100.)

Proactive, town-initiated TIF districts have encouraged economic development and Scarborough should continue using this helpful tool to help fund public investments in certain areas of the community. Especially as the Town begins increasing density and intensity of mixed-use development within the activity centers, both regional (Scarborough Downs) and community (Oak Hill & Dunstan), investments will be necessary to invite and incentivize private investment.

(See 2018 Comp. Plan, Livable & Resilient Scarborough, pg. 142.)

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AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-082. Move approval on the request to adopt the Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District and adopt the Development Program for such District as presented and pursuant to Long Form Order, as follows: *[Town Manager]*

IN TOWN COUNCIL
ORDER #18-082
ADOPTION OF SCARBOROUGH DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT AND ADOPTION OF DEVELOPMENT PROGRAM FOR SUCH DISTRICT

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

WHEREAS, in order to designate a so-called "downtown" tax increment financing district, the Act requires such district to be related to the Town's downtown redevelopment plan (the "Downtown Redevelopment Plan") that describes the Town's comprehensive plan for the physical and economic redevelopment of its downtown; and

WHEREAS, there is a need for economic development in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the Town; and to improve the general economy of the Town and the surrounding region; and

WHEREAS, designation of the District and adoption of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the District; and

WHEREAS, there is a need to implement continued economic development initiatives in those areas of Scarborough in and near the District area through the establishment of the District in accordance with the provisions of Act; and

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

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the "Department"), approving the designation of the District and adoption of the Development Program.

ORDERED AS FOLLOWS:

Section 1. The Town of Scarborough hereby designates the **Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District** and hereby adopts the Development Program for said District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The Town Council hereby finds and determines that:

(a) The designation of the District and adoption of the related Development Program will make a contribution to the economic growth and well-being of the Town of Scarborough and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town of Scarborough, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

(b) The Town Council has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program. Pursuant to Title 30-A M.R.S.A. Section 5223(3)(D), downtown tax increment financing districts are exempt from certain statutory requirements and thresholds, including valuation and acreage caps.

Section 3. The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 4. The foregoing designation of the District and approval 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 the Department, without requirement of further action by the Town, the Town Council, or any other party.

Section 5. The Town Manager, or his duly appointed representative, is hereby authorized and empowered, at his/her discretion, from time to time, to make such revisions to the Development Program as the Town Manager, or his duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and/or the Development Program by the Department, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Section 6. The Town Council is hereby authorized to enter into additional credit enhancement agreements, if any, with business entities located within the boundaries of the District, following a duly noticed public hearing, to be in such form and to contain such terms and provisions not inconsistent with the Development Program.

Dated:

Town Manager

Sponsor

Ought to Pass

Recommendation

11/07/2018 - 7 Yeas to schedule second reading for 11/28/2018

First Reading and/or Action/Vote

11/07/2018

Public Hearing

11/28/2018

Second Reading

ECONOMIC DEVELOPMENT
SCARBOROUGH, MAINE

An Application for a Municipal Development and Tax Increment Financing District

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SCARBOROUGH DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM

Presented to:

SCARBOROUGH TOWN COUNCIL
FOR PUBLIC HEARING
November 7, 2018

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EXHIBITS:

Exhibits:

A TIF District Maps
B Statutory Requirements & Thresholds Form
C-1 Assessor's Certificate of Original Assessed Value
C-2 April 1, 2018 Taxable Assessed Values
D-1 TIF Revenue Projections
D-2 Tax Shift Projections
E Public Hearing Notice
F Public Hearing Minutes
G Council Order
H Downtown Redevelopment Plan

APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: Town of Scarborough		
2. Address: 259 U.S. Route 1, Scarborough, ME 04074		
3. Telephone: (207)730-4000	4. Fax:	5. Email: thall@scarboroughmaine.org
6. Municipal Contact Person: Thomas Hall, Town Manager		
7. Business Name: Crossroads Holding, LLC		
8. Address: P.O. Box 485, Scarborough, ME 04070		
9. Telephone:	10. Fax:	11. Email:
12. Business Contact Person: Rocco Risbara, III and Peter Michaud		
13. Principal Place of Business: 5 Washington Ave, Scarborough, ME 04074		
14. Company Structure (e.g. corporation, sub-chapter S, etc.): LLC		
15. Place of Incorporation: Maine		
16. Names of Officers: Rocco Risbara, III and Peter Michaud		
17. Principal Owner(s) Name: Rocco Risbara, III; William Risbara; Marc Risbara; Peter Michaud; Richard Michaud		
18. Address: P.O. Box 485, Scarborough, ME 04070		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
X☐ job creation	☐ job retention	☐X capital investment
☐ training investment	☐X tax base improvement	X☐ public facilities improvement
☐ other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
☐ real estate purchase	☐ machinery & equipment purchase	☐ training costs
☐ debt reduction	☐X other (list): Please refer to Table 1 in the Development Program	

C. 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 *(please use next page)*.

EMPLOYMENT GOALS

Company Goals for Job Creation and Job Retention

A. Job Creation Goals			
*Occupational Cluster**	*Full-time*	*Part-time*	*Wage Level*
1. Executive, Professional & Technical	581	0	$38.14/hr
2. Administrative Support, inc. Clerical	541	0	$18.67/hr
3. Sales & Service	1,225	0	$21.15/hr
4. Agriculture, Forestry & Fishing	0	0	$0
5. Maintenance, Construction, Production, & Transportation	753	0	$19.95/hr
B. Job Retention Goals			
*Occupational Cluster**	*Full-time*	*Part-time*	*Wage Level*
1. Executive, Professional & Technical	0	0	$
2. Administrative Support, inc. Clerical	0	0	$
3. Sales & Service	0	0	$
4. Agriculture, Forestry & Fishing	0	0	$
5. Maintenance, Construction, Production, & Transportation	0		$
**Please use the Occupational Cluster descriptions on the next page to complete this form.*			

Note: 3,100 estimated total and estimated detail based on projected build-out scenario; type of development (i.e. office, retail, industrial); multipliers of estimated employees per sq. feet of space; and employment ad wage data in Cumberland County; all for Crossroads development only.

INSTRUCTIONS

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

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

OCCUPATIONAL CLUSTERS

1. EXECUTIVE, PROFESSIONAL & TECHNICAL

Executive, administrative and managerial. Workers in executive, administrative and managerial occupations establish policies, make plans, determine staffing requirements, and direct the activities of businesses and other organizations. Workers in management support occupations, such as accountant and auditor or underwriter, provide technical assistance to managers.
Professional specialty. This group includes engineers; architects and surveyors; computer, mathematical, and operations research occupations; life, physical, and social scientists; lawyers and judges; social, recreational, and religious workers; teachers, librarians, and counselors; health diagnosing, assessment, and treating occupations; and communications, visual arts, and performing arts occupations.
Technicians and related support. This group includes health technologists and technicians, engineering and science technicians, computer programmers, tool programmers, aircraft pilots, air traffic controllers, paralegals, broadcast technicians, and library technicians.

2. ADMINISTRATIVE SUPPORT, INCLUDING CLERICAL

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

3. SALES AND SERVICE

Marketing and sales. Workers in this group sell goods and services, purchase commodities and property for resale, and stimulate consumer interest.
Service. This group includes a wide range of workers in protective, food and beverage preparation, health, personal, private household, and cleaning and building services.

4. AGRICULTURE, FORESTRY AND FISHING

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

5. MAINTENANCE, CONSTRUCTION, PRODUCTION & TRANSPORTATION

Mechanics, installers, and repairers. Workers in this group adjust, maintain, and repair automobiles, industrial equipment, computers, and many other types of machinery.
Construction trades and extractive. Workers in this group construct, alter, and maintain buildings and other structures or operate drilling and mining equipment.
Production. These workers set up, adjust, operate, and tend machinery and/or use hand tools and hand-held power tools to make goods and assemble products.
Transportation and material moving. Workers in this group operate the equipment used to move people and materials. This group also includes handlers, equipment cleaners, helpers, and laborers who assist skilled workers and perform routine tasks.

I. Introduction

A. Scarborough's Downtown Redevelopment Plan

Scarborough (the "Town") is at a pivotal point in the Town's development, with a rare and unique opportunity to re-imagine the concept of downtown, blending existing development with the creation of a new main street.

Historically, the Town has evolved around a series of villages, partly due to the Town's geography and natural resource base. The Scarborough Marsh and its associated waterways geographically divide Scarborough and influenced the development of multiple villages within the town, rather than a single downtown.

Residents are generally comfortable with the multiple village concept, but they have noted that there are few central gathering places that create a sense of one community that you find in towns with a unique village center. Residents often identify with their village rather than the Town of Scarborough.

The largest and most central of the villages is Oak Hill. The area flanks the municipal campus (Town Hall, library, the majority of the school buildings) to the north. While Oak Hill has often been referred to as the "downtown," Route 1 bisects the area, introducing significant traffic congestion. There are small shops and offices, but few communal spaces for people to gather and cross paths. Walkability is currently limited in Oak Hill, mostly due to the pass through traffic on Route 1.

The 2006 Comprehensive Plan outlined a new zoning strategy that emphasized design and building strategies to encourage village style development in Oak Hill. These zoning changes are in place and the area is slowly encouraging a mix of local stores and restaurants, consistent with a downtown, however that main street concept and the places for people to gather, sit and chat are rare.

In early 2018, an opportunity to reimagine the downtown area of Scarborough emerged. After 40 years of ownership, the operator of the Scarborough Downs Harness Race Track, sold the 500-acre parcel to a group of local investors. This mostly undeveloped parcel is located in the geographic center of town, just south of the Town's municipal campus, and connected to Oak Hill through the Route One corridor.

The Town has long envisioned the potential of the Scarborough Downs property. In anticipation of the site's development, the Town created a zoning district specifically for the property. Known as the Crossroads Planned Development District, the zoning ordinance gave immense flexibility in the types of uses in exchange for the creation of a "vibrant center for development in the heart of Scarborough."

The local developers have embraced the concepts outlined in the 2006 Comprehensive Plan and developed a masterplan that illustrates how the parcel could be developed. In particular,

it addresses the concept of a main street, a downtown public square and a potential public private partnership for the development of a community center.

Over the course of the last two years, the Town has engaged the community in a series of workshops, charrettes, informational meetings and council workshops. Some of these community dialogues have taken place as part of the Comprehensive Plan Update process. Some have been specific to the masterplan specific to the Down's property. The Town also maintains a community engagement website as part of its comprehensive plan update process. A community survey was published in the local newspaper, which is mailed to Scarborough households. Lastly, a public hearing on the full plan will be held on November 7, 2018.

Given this backdrop, the Town has developed a planning document entitled the **Downtown Redevelopment Plan** which brings together initiatives identified in the existing 2006 Comprehensive Plan, existing studies such as the Oak Hill Pedestrian Plan, the 2005 Transportation Study, The Town of Scarborough's Comprehensive Energy and Sustainability Plan, and current draft of the 2018 Comprehensive Plan update. Given the proximity of Oak Hill, the municipal campus and Scarborough Downs, Scarborough has the rare opportunity of blending the history their village origins with the potential development of a new main street at Scarborough Downs. The Downtown Redevelopment Plan adopted by the Town of Scarborough's Town Council is attached hereto as Exhibit H.

B. Designation of TIF District

In order to help accomplish the goals of Scarborough's Downtown Redevelopment Plan, the Town hereby designates the Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District (the "District" or "TIF District"). The District is shown on maps attached hereto as Exhibit A.

The true opportunity for Scarborough to achieve a "downtown" lies in blending the existing Oak Hill area with the new opportunity on The Scarborough Downs property. The ability of the Scarborough Down's masterplan to augment and complement the Town's historic center of commerce and civic activity (Oak Hill) is unique.

The map of Scarborough's downtown concept shows the municipal campus in the center with Oak Hill to the North of the campus and The Downs to the south. The Oak Hill areas were selected because of their current zoning designations of Town Village Center and Town Village Center 2. The area also picks up a small segment of Route 1 which will run in front of the new public safety building and includes small retailers, services and churches. Where properties were split by the zone, the full property was included. The Scarborough Down's property was selected due to its proximity to the municipal campus and Oak Hill and because of the developer's masterplan, which includes critical elements of a downtown such as a main street and town square.

All of Oak Hill is served by water and sewer. Within Oak Hill, there are still opportunities for infill and redevelopment. The Scarborough Downs project will extend water

and sewer throughout the property including the Main street area. The Scarborough Downs property will be planned from the start as a core part of the Town's evolving downtown.

The new Main Street created within the Scarborough Downs property, will include a town square as well as other civic uses, along with small retailers, restaurants, small offices and residential neighborhoods.

The proposed Downtown Area of 955 acres includes the following:

- 424 acres of The Downs property (a single parcel)
- 143 acres of the Municipal campus including Town Hall, Schools, the Public Library and a Park
- 338 acres in Oak Hill including small shops, restaurants, coffee shops, churches, banks, offices and the Post Office
- 50 acres along Route 1 in a business district that includes churches, medium sized offices and services
- The Oak Hill boundaries were determined by the existing Town and Village Center Zoning Districts
- The Oak Hill area has potential for infill development on vacant parcels and redevelopment on existing lots.
- The Comprehensive Plan calls for additional infill and density in Oak Hill as well as strategies for increasing walkability in the area.
- The Down's Masterplan includes a main street area with a town square, community center and small restaurants, stores and offices.
- The Down's Masterplan includes small lot single family homes, apartments and duplexes creating opportunity for residents to be within walkable distance to the main street.
- The Downs and Oak Hill are within walkable distances to the municipal campus.
- The strategy area represents 2.8% of the total acres within the Town.

II. Development Program Narrative

A. The Development Program

This development program (the "Development Program") is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "TIF Statute"). The Town's designation of the District combined with the adoption of this Development Program create a single municipal TIF district in order to capture the value of the real property improvements made within the District, and enable the use of taxes paid on increased assessed value in the District ("TIF Revenues") for various municipal and other economic development projects. The Development Program will run for the same 30-year period as the District designation starting with fiscal year 2019-2020 through fiscal year 2049-2050, starting on July 1, 2019 and ending on June 30, 2050.

Under this Development Program, the Town will capture amounts paid on increased assessed value related to real property in the District as shown at Exhibit D-1, varying based on credit enhancement agreement terms and performance standard metrics described herein. The Town will retain and utilize the TIF Revenues to fund various infrastructure improvements and

other costs, all as further described in Table 1 herein, and to fund one or more credit enhancement agreements with developers of property in the District.

More specifically, first, the Town expects to capture 3% of increased assessed value on the entire District for its own municipal uses. Second, in addition, the Town expects to capture 40% of increased assessed value on the Scarborough Downs portion of the District for years 1-10 in order to fulfil a credit enhancement agreement planned with the owner of such property, Crossroads Holdings LLC (the "Downs Developer"), described more fully in Section IV. For years 11-20, such percentage will either be 25% or 40% depending upon whether the developer achieves certain standards. The captured value percentage on the Scarborough Downs portion of the District may be increased above the portion the Town captures for its own purposes for years 21-30 if the Downs Developer achieves the "bonus" more fully described in Section IV. Such captured value percentage relating to the Scarborough Downs portion of the District will vary depending upon how the parties fulfil the targets and standards in the various credit enhancement agreement terms outlined in Section IV. Third, the Town Council reserves its right to enter into future credit enhancement agreements with any party owning or developing property in the District so long as such credit enhancement agreement is the subject of a public hearing held by the Town Council and the Town Council votes to approve such agreement(s). Such credit enhancement agreements may include a reimbursement percentage of up to 100% of the increased assessed value of the developer/owner's property for up to the full remaining term of the District at the Town Council's discretion.

In designating the District and adopting this Development Program, the Town can accomplish the following goals:

- Maintain existing tax revenues;
- Achieve the vision and goals contained in Scarborough's Downtown Redevelopment Plan;
- Create long-term, stable employment opportunities for area residents;
- Attract businesses and promote the economic viability and sustainability of the general economy of the Town.

Thus, the Town's designation of the TIF District and pursuit of this Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic wellbeing of the Town, by providing jobs, contributing to property taxes and diversifying the region's economic base.

In addition, by creating the District, the Town will "shelter" the increase in municipal valuation that development in the District will bring about. This tax shift benefit will mitigate the adverse effect that the District's increased assessed property value would have on the Town's share of state aid to education (depending upon the application of applicable formulas on the Town), municipal revenue sharing and its county tax assessment. An estimate of the tax shift benefit is shown as Exhibit D-2 attached hereto.

B. Municipal Projects

Development within the District will provide a revenue source for the Town's economic development projects. The Town plans to use its portion of the TIF Revenues for several projects that will that will address traffic congestion, which is a significant impediment to economic development and to quality of life. Town funds may also be used in support of general economic development initiatives. The Town plans to invest in its economy by improving municipal infrastructure and providing for the opportunity to use TIF Revenues to pay for economic development expenses. Please see Table 1 below for a complete list of authorized projects and their respective cost estimates. In order to demonstrate an implementation plan for these projects, the table also includes a responsible party for moving the project forward and the reference applicable for each project to provisions of Scarborough's Downtown Redevelopment Plan.

TABLE 1
Town of Scarborough's Project Costs

Note: The TIF Revenues from this District are not intended to fully fund each of the projects listed below—the total project cost estimates for the projects listed below may exceed the projected TIF Revenues available from this District. In addition, inclusion on this list does not require the Town to utilize TIF Revenues for these projects. Inclusion on this list makes it permissible for the Council to apply TIF Revenues for these projects if they are undertaken during the term of the District. The Town intends to incorporate TIF Revenue expenditure decisions into an annual budget process but in any event Town Council approval will be required for expenditure of TIF revenues on the project costs identified in this Table 1.

Project	Cost Estimate	Statutory Citation	Responsible Party	Downtown Redevelopment Plan Reference
1. Traffic-Related Improvements: Design and construction including but not limited to road, sidewalk, signalization, other utilities and services affected by traffic and road work, streetscape and traffic calming measures in various locations either inside the District or projects located outside the District but made necessary by or directly related to the District development.	$7,000,000	30-A M.R.S.A. §§5225(1)(A), (1)(B)(1)	Town Engineer Public Works Director Economic Development Director Planning Director	Pages 23-25

Project	Cost Estimate	Statutory Citation	Responsible Party	Downtown Redevelopment Plan Reference
2. General Economic Development: a. Salary and overhead costs associated with an economic development staff including a prorated portion of staff committed to economic development efforts; b. Costs associated with the Scarborough Economic Development Corporation (SEDCO); c. Economic development and planning studies and plans including market analyses of various types including arts development districts, feasibility and engineering studies related to other approved project costs, etc.; d. Consultant costs, legal costs as they relate to tax increment financing and economic development.	$1,190,000	30-A M.R.S.A. §§5225(1)(A)(5), (1)(C)(1), §§5225(1)(A)(5), (1)(C)(1), §§5225(1)(A)(1), (1)(A)(4), (1)(A)(7), (1)(C)(1), §§5225(1)(A)(4), (1)(C)(1),	Town Manager Town Council Economic Development Director Planning Director SEDCO Board of Directors	Pages 28, 30
Total	**$8,190,000**			

C. Strategic Growth and Development

By designating the District and adopting the Development Program, the Town is capitalizing on the tax shift benefits so that the Town will not lose new tax revenue to subsidy losses and increased obligations resulting therefrom. The District's designation and implementation of the Development Program is expected to improve and boost the Town's economy generally and enable the Town to accomplish the goals of the Downtown Redevelopment Plan.

D. Improvements to the Public Infrastructure

The Town will use certain TIF Revenues for improvements to public infrastructure as set forth in Table 1.

E. Operational Components

1. Public Facilities/Improvements

See Table 1 for a description of public facilities/improvements.

2. Commercial Improvements Financed Through Development Program

The District is an "omnibus" district because the Town will have the option to approve credit enhancement agreements for property located within the District on a case by case basis as described herein. Specifically, the Town is authorizing a credit enhancement agreement with the owners of the Scarborough Downs facilities on terms described herein.

3. Relocation of Displaced Persons

Not applicable.

4. Transportation Improvements

The Town intends to improve various streets in order to facilitate and accommodate commercial business development.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the Town.

6. Plan of Operation

During the term of the District, the Town Council or its designee will be responsible for all administrative matters within the purview of the Town concerning the implementation and operation of the District.

III. Physical Description

This Article III addresses the conditions for approval contained in 30-A M.R.S.A. § 5223(3). The proposed 955.06-acre District is shown in Exhibit A. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

IV. Financial Plan

The collective Original Assessed Value of the property in the District was ninety-eight million two hundred fifty-three thousand seven hundred dollars ($98,253,700) as of March 31, 2018 (April 1, 2017). A Certificate of the Original Assessed Value is shown in Exhibit C-1. In light of a commercial revaluation in 2018, the Town has determined to begin to capture increased assessed value over and above taxable assessed values of District properties as of April 1, 2018. For ease of administering calculations of Captured Assessed Values in the future, a table showing such values is attached as Exhibit C-2.

The Town will capture percentages of the increased assessed value of the taxable real property located within the District for the duration of the 30-year term of the District as described herein and shown in one potential scenario attached as Exhibit D-1. The Town will capture 3% of the increased assessed value (over the April 1, 2018 taxable assessed values) for its own uses on project costs identified in Table 1 hereof. The TIF Revenues so collected will fund and/or contribute to the funding of the approved projects which collectively increase the Town's ability to stand out in a competitive marketplace as a dynamic municipality in which to grow a business.

In addition, the Town will capture an additional percentage (over the April 1, 2018 taxable assessed values) on specific properties within the District relating to credit enhancement agreements approved by the Town Council. The first credit enhancement agreement approved by the Town Council is to be executed with the owner of the Scarborough Downs property located within the District. The Town Council may authorize and execute additional future credit enhancement agreements, or amendments to the Scarborough Downs credit enhancement agreement, thereby also affecting the percentage of increased assessed value captured in any given year for particular District property. See discussion below of credit enhancement agreements.

All assessed real property value captured in the District will be added to the general tax rolls at the end of the TIF term.

Upon each payment of property taxes for property located inside the District, the Town will deposit into a development program fund (the "Downtown Omnibus Development Program Fund" or "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund will consist of a project cost account (the "Project Cost Account"). All TIF Revenues will be deposited in the Project Cost Account except to the extent that the Town undertakes municipal bonded indebtedness to fund any project costs, in which case the percentage of TIF Revenues required to meet debt service obligation must be deposited into a sinking fund account (the "Sinking Fund Account").

Estimates of the increased assessed property values of the District, the anticipated TIF Revenues generated by the District, and the estimated tax shift benefits are shown in Exhibits D-1 and D-2, respectively.

A. Costs and Sources of Revenues

The current and future developers owning or leasing properties located within the District will pay for and/or finance all private improvements located in the District through private sources.

B. Indebtedness

The Town reserves the right to finance one or more of its projects through public indebtedness.

C. Credit Enhancement Agreements

Simultaneously with the designation of the District and adoption of the Development Program, the Town is also authorizing a credit enhancement agreement to be entered into with the Downs Developer. This particular credit enhancement agreement will include the following components:

- Reimbursement Percentage/Performance Standard Incentives: The Downs Developer will receive the following reimbursement of the TIF Revenues associated with the property it owns according to the table below:

TIF Years 1-10	40% of tax revenues paid on increased assessed value over the 2018 assessed values
TIF Years 11-15	25% of tax revenues paid on increased assessed value over the 2018 assessed values if Downs Developer does not satisfy performance standards; or 40% of tax revenues paid on increased assessed value over the 2018 assessed values if Downs Developer meets the following performance standards before the end of Year 10: (a) 500,000 minimum square feet of non-residential space; (b) complete infrastructure (roads, water and sewer) necessary for planned development; and (c) complete roads/utilities to enable Downtown.
TIF Years 16-20	25% of tax revenues paid on increased assessed value over the 2018 assessed values if Downs Developer does not satisfy performance standards; or 40% of tax revenues paid on increased assessed value over the 2018 assessed values if Downs Developer meets the following performance standards before the end of Year 15: (a) 900,000 minimum square feet of non-residential space; and (b) complete infrastructure (roads, water and sewer) necessary for planned development; and (c) complete roads/utilities to enable Downtown.

- Maximum Downs Developer Reimbursement: The initial non-bonus reimbursement to the Downs Developer shall be limited to $55 million in total revenues.

- Residential Cap: The Downs Developer shall be permitted to construct up to 750 single-family detached dwelling units (affordable and/or senior single-family detached dwelling units do not count toward the cap).

- CEA Bonus Option for Achieving "desired development": Developer can receive a bonus reimbursement of 10% (once prior reimbursement has terminated) of tax revenues paid on increased assessed value over the 2018 assessed values through Year 30, with a maximum annual reimbursement of $2 million, if the Downs Developer's project has achieved the "desired development" by the end of Year 20 (if met before Year 20, bonus begins at that time):
    - The project has reached the maximum developer reimbursement of $55 million; and,
    - The project has met the minimum value creation of $615 million in the Master Plan if a Downtown and Community Center are constructed or are under construction / or / the project has met the minimum value creation of $500 million in the Master Plan if a Downtown and Community Center are not constructed or under construction; and,
    - The project has met the minimum of 1,500,000 square feet of non-residential space.

- Downtown Process: The Town and the Downs Developer agree to a process to be completed no later than the end of Year 5 of the District to determine/refine elements and costs of the "Downtown."

- Community Center Land Option and Process: The Downs Developer agrees to provide an option on project land for a possible future community center, which must be exercised by the end of Year 5 of the District.

- School Land Option and Process: The Downs Developer agrees to provide an option on project land for a possible future school site, which must be exercised by the end of Year 5 of the District.

- Council Updates: The Downs Developer will make regular progress reports to the Council on the development.

The Town Council is authorized, following a public hearing, to vote to amend the terms of the credit enhancement agreement with the Downs Developer.

In addition, the District is a so-called "omnibus" district which means that the Scarborough Town Council will be permitted in the future to enter into credit enhancement agreements with individual property owners in the District as it sees fit for up to the full term of the District for up to 100% of the captured assessed value so long as the Town Council holds a public hearing prior to the approval of any such credit enhancement agreement. One such credit enhancement agreement could relate to the construction of facilities or buildings leased by State Government or the municipality located in a downtown tax increment financing district pursuant to Title 30-A M.R.S.A. § 5225(1)(D).

V. Financial Data

The statutory requirements and thresholds for approval required by Section 5223(3) of Title 30-A in the TIF Statute are set forth in Exhibit B. Financial projections related to the District are contained in Exhibits D-1 and D-2.

VI. Tax Shifts

In accordance with the TIF Statute, the table set forth in Exhibit D-2 identifies the tax shifts that the Town estimates will result during the term of the District.

VII. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit E hereto is a copy of the Notice of Public Hearing regarding the designation of the District and the adoption of the Development Program for the District, published in a newspaper of general circulation in the Town, on a date at least ten (10) days prior to the public hearing. The public hearing on the Development Program was held on November 7, 2018, in accordance with the requirements of 30-A M.R.S.A. § 5226(1).

B. Minutes of Public Hearing

The Town Clerk has provided an attested copy of the minutes of the November 7, 2018 public hearing before the Scarborough Town Council, a copy of which is contained in Exhibit F. This exhibit also provides a record of the vote of the Town Council on the designation of the District and the adoption of the Development Program.

C. Order and Authorizing Vote

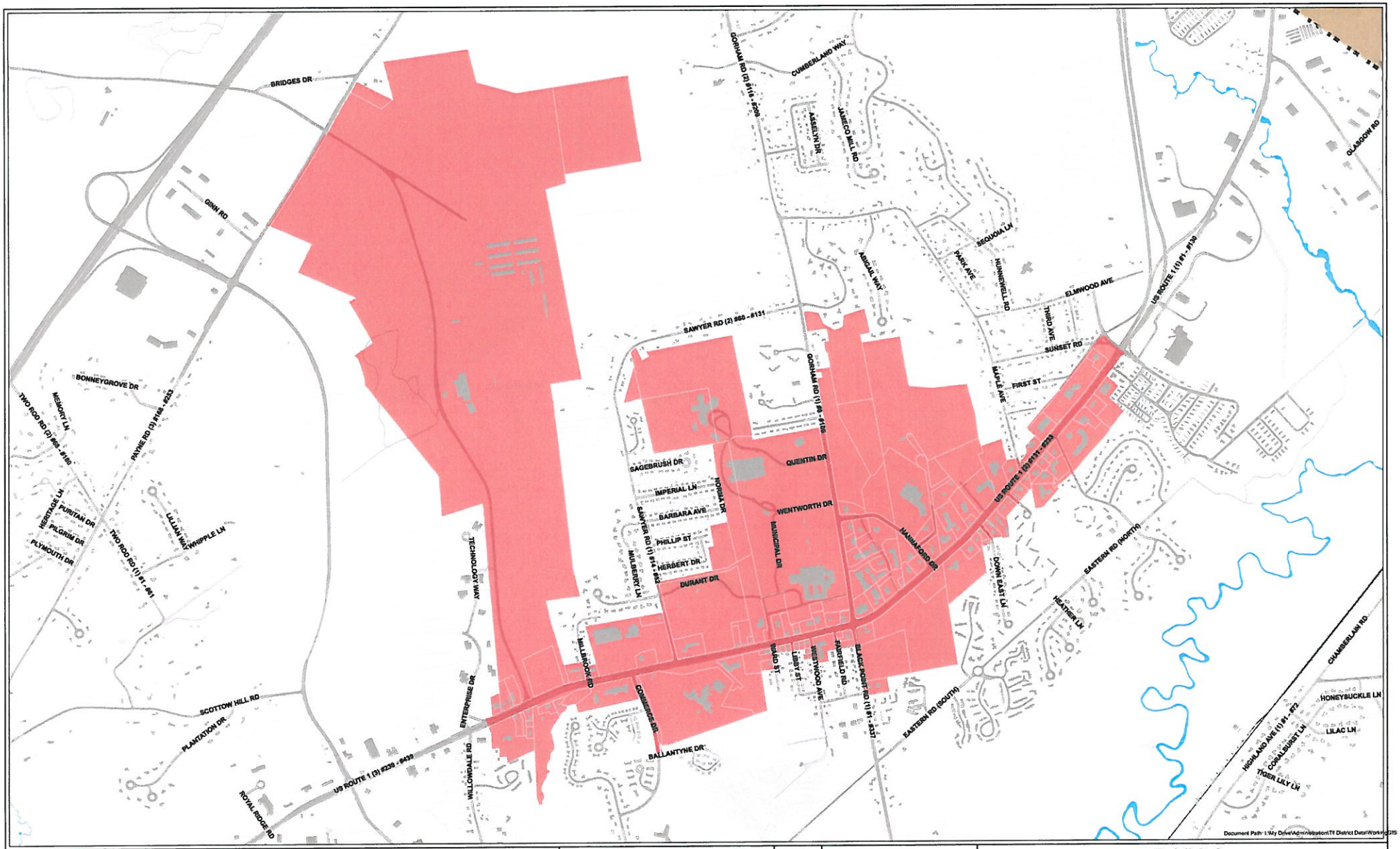
A copy of the Town Council Order posted for the public hearing and approved by the Scarborough Town Council is provided in Exhibit G and is attested by the Town Clerk.

EXHIBITS

Exhibits:

A	TIF District Maps
B	Statutory Requirements & Thresholds
C-1	Assessor's Certificate of Original Assessed Value
C-2	April 1, 2018 Taxable Assessed Values
D-1	TIF Revenue Projections
D-2	Tax Shift Projections
E	Public Hearing Notice
F	Public Hearing Minutes
G	Council Order
H	Downtown Revitalization Plan

Exhibit A



SCARBOROUGH EST. 1658

Town Of Scarborough Maine

http://www.scarboroughmaine.org

Disclaimer: The data contained within the Scarborough GIS is intended as a public resource of general information. The Town of Scarborough makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data, and shall assume no liability for the data contained, for omissions, or any decision made or action taken or not taken in reliance upon any of the data. Parcel data is intended for general map reference only and is a general representative of approximate lot configuration, and is not intended for boundary determination, legal description, delineation, or transfer. Any service utility information shown is intended for general information only. Other utilities may be present, and the appropriate utility owner should be contacted for detailed information. GIS data is not intended for engineering design. Field verification is recommended

0 650 1,300 2,600 Feet

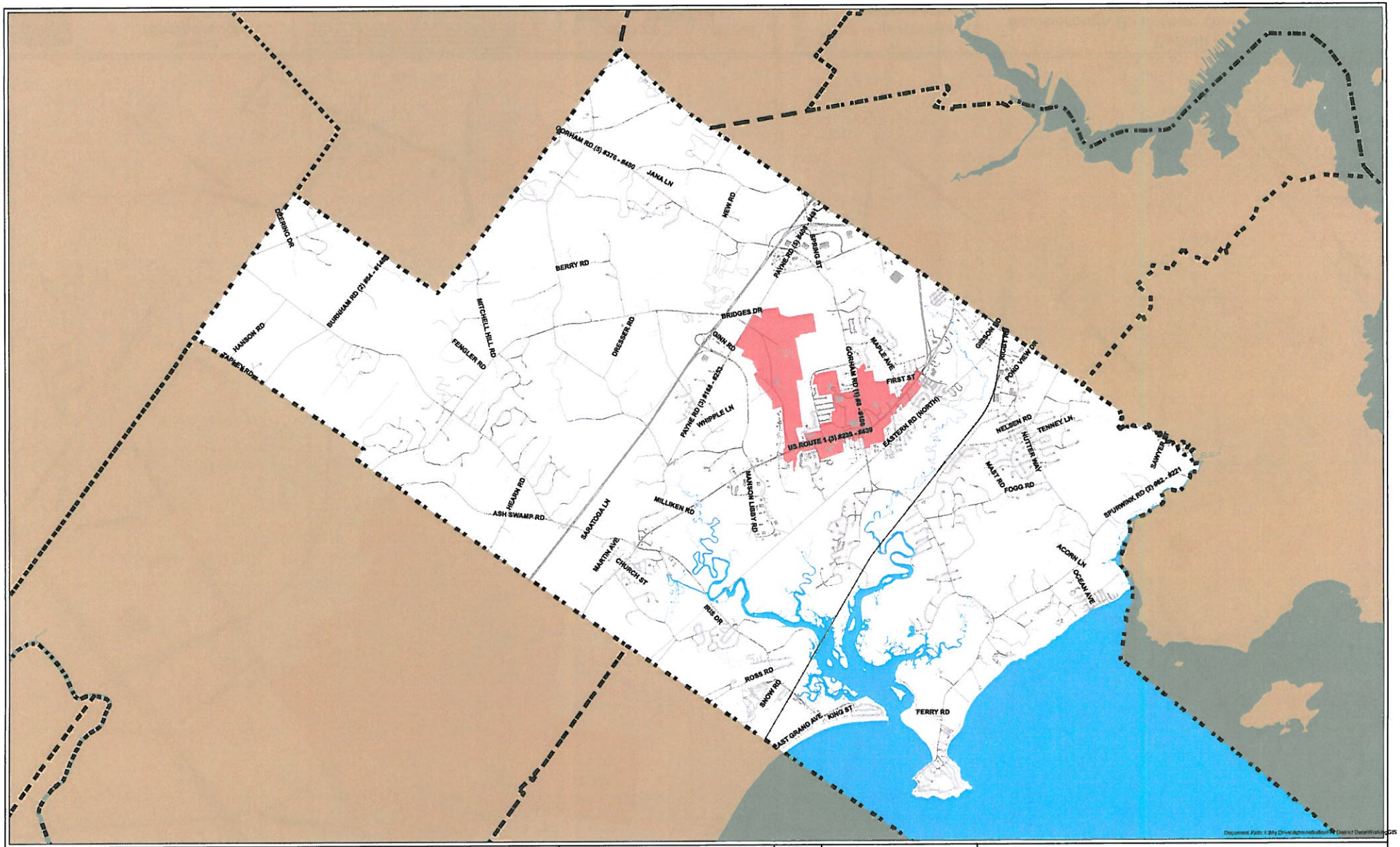
N

Proposed TIF District

Print Date: 10/25/2018

Exhibit A
Scarborough Downtown Omnibus TIF District
Total of 955.06 Acres

EXHIBIT A



SCARBOROUGH EST. 1658

Town Of
Scarborough
Maine
http://www.scarboroughmaine.org

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0 3,000 6,000 12,000 Feet

N

Proposed TIF District
Print Date: 10/25/2018

Exhibit A
Scarborough Downtown Omnibus TIF District

Exhibit B

STATUTORY REQUIREMENTS AND THRESHOLDS

Scarborough Downtown Omnibus Municipal TIF District

SECTION A. | Acreage Caps		
1. Total **municipal** acreage;	34,560	
2. Acreage of **proposed** Municipal TIF District;	955.06	
3. **Downtown-designation**[1] acres in proposed Municipal TIF District;	955.06	
4. **Transit-Oriented Development**[2] acres in proposed Municipal TIF District;	0	
5. **Total acreage [=A2-A3-A4]** of proposed Municipal TIF District counted toward 2% limit;	0	
6. **Percentage [=A5÷A1]** of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).	0	
7. **Total acreage** of all existing/proposed Municipal TIF districts in municipality **including** Municipal Affordable Housing Development districts:[3] Avesta Housing/2.78 Bessey School Affordable Housing/7.15 BOR Zone/6.60 Downtown/955.66 Enterprise Business Park/69.41 Haigis Parkway/320.40 New England Expedition/75.15	Existing	481.49
	Proposed	955.06
	Total:	1,436.55

30-A § 5223(3) EXEMPTIONS[4]	
8. Acreage of an existing/proposed **Downtown** Municipal TIF district;	955.06
9. Acreage of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:	0
10. Acreage of all existing/proposed **Community Wind Power** Municipal TIF districts:	0
11. Acreage in all existing/proposed Municipal TIF districts **common to**[5] Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such acreage also factored in Exemptions 8-10 above:	0
12. **Total acreage [=A7-A8-A9-A10-A11]** of all existing/proposed Municipal TIF districts counted toward 5% limit;	481.49
13. **Percentage of total acreage [=A12÷A1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).	1.393

14. **Real property** in proposed Municipal TIF District that is:	ACRES	**% [=Acres÷A2]**
a. A blighted area;	0	0
b. In need of rehabilitation, redevelopment or conservation;	0	0
c. Suitable for commercial or arts district uses.	892.33	93.43
TOTAL (except for § 5223 (3) exemptions a., b. OR c. must be at least 25%)		

[1] Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).
[2] For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.
[3] For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B. must exclude AH-TIF valuation.
[4] Downtown/TOD overlap nets single acreage/valuation caps exemption.
[5] PTDZ districts approved through December 31, 2008.

STATUTORY REQUIREMENTS AND THRESHOLDS

Scarborough Downtown Omnibus Municipal TIF District

SECTION B. | Valuation Cap		
1. **Total TAXABLE** municipal valuation—use most recent April 1;	4,012,292,612	
2. **Taxable Original Assessed Value (OAV)** of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;	98,253,700	
3. **Taxable OAV of all** existing/proposed Municipal TIF districts in municipality **excluding** Municipal Affordable Housing Development districts: BOR Zone/2,312,000 Enterprise Business Park/544,800 Haigis Parkway/8,563,500 New England Expedition/1,298,300 Downtown/98,148,300	Existing	12,718,600
	Proposed	98,253,700
	Total:	110,972,300

30-A § 5223(3) EXEMPTIONS	
4. **Taxable OAV** of an existing/proposed **Downtown** Municipal TIF district;	98,253,700
5. **Taxable OAV** of all existing/proposed **Transit-Oriented Development** Municipal TIF districts:	0
6. **Taxable OAV** of all existing/proposed **Community Wind Power** Municipal TIF districts:	0
7. **Taxable OAV** of all existing/proposed **Single Taxpayer/High Valuation**[6] Municipal TIF districts:	0
8. **Taxable OAV** in all existing/proposed Municipal TIF districts **common to** Pine Tree Development Zones per 30-A § 5250-I (14)(A) **excluding** any such OAV also factored in Exemptions 4-7 above:	0
9. **Total taxable OAV [=B3-B4-B5-B6-B7-B8]** of all existing/proposed Municipal TIF districts counted toward 5% limit;	12,718,600
10. **Percentage of total taxable OAV [=B9÷B1]** of all existing/proposed Municipal TIF districts (CANNOT EXCEED 5%).	.317

COMPLETED BY	
NAME:	Larissa Crockett
DATE:	October 24, 2018

[6] For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

Exhibit C1

TOWN OF SCARBOROUGH
SCARBOROUGH DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

ASSESSOR CERTIFICATE

The undersigned Assessor for the Town of Scarborough does hereby certify pursuant to the provisions of M.R.S.A. Title 30-A § 5227(2), that the assessed value of taxable real property in the **Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District** as described in the Development Program to which this certificate is attached, was $ 98,253,700 as of March 31, 2018 (April 1, 2017). A table showing the original assessed value by parcel is provided below.

IN WITNESS THEREOF, this Certificate has been executed this 25 day of October 2018.

Assessor, Town of Scarborough

10/25/2018
Date

ORIGINAL ASSESSED VALUE PARCEL TABLE

Tax Map and Lot Number	Acreage	Original Assessed Value as of March 31, 2018 (April 1, 2017)
R052004	423.64	$7,888,900
R053002	2.6	$211,000
R053003	15	$30,000
R058028D	16.23	$82,800
R058032	16.3	$752,800
R058032D	0.69	$197,700
R058032E	0.69	$162,200
R058032F	0.69	$163,000
R058032H	0	$28,400
R058032A	0.78	$1,451,000
R058032B	0.9	$425,200
R058032C	2.5	$841,300
R058032J	0.68	$493,700
R058032K	0.28	$166,400
R058032M	1.5	$795,600
R058032N	0.6	$401,000
R058032P	1.6	$834,300
R058032Q	1.19	$561,600
R058032R	1	$958,400
R058032S	4.7	$500
R058032T	8	$800

R059016	23.34	$0
R059021	1.3	$0
R059024	53.3	$0
R059025	9	$0
R059026	16	$0
U039001	0.43	$219,000
U039002	0.18	$130,500
U039003	0.37	$127,400
U039006	0.73	$276,300
U039010	5.02	$0
U039048	0.76	$268,700
U039049	0.92	$291,400
U039050	0.7	$416,900
U040002	4.72	$2,363,900
U040004	1.33	$84,000
U040005	0.59	$234,600
U040006	0.79	$341,600
U040007	6.8	$221,200
U040008	5.72	$2,885,300
U040009	1.34	$825,000
U040023	0.5	$626,200
U040025	14.51	$0
U040025A	1.27	$0
U040031	0.9	$150,300
U041001	1.85	$2,002,400
U041002	7.15	$2,630,800
U041002A	22	$0
U041005	2.44	$1,440,900
U041006	25.6	$0
U041010	0.6	$0
U041011	1.22	$0
U041012	0.19	$0
U041013	5.7	$0
U042067	3.97	$0
U043001	2.66	$0
U043002	1.01	$668,200
U043003	0.83	$513,800
U043005	0.33	$365,400
U043006	0.75	$723,100
U043703	0.83	$233,800
U043702	0.83	$121,600
U043704	0.83	$261,800
U043701	0.83	$156,400
U043008	0.5	$0
U043009	0.77	$512,400

U043009A	1.44	$0
U043010	0.42	$337,200
U043011	1.38	$179,500
U043033	0.19	$190,700
U043034	0.19	$177,400
U043035	0.18	$278,500
U043040	0.59	$238,500
U043042	0.31	$0
U043043	0.23	$238,700
U043054	0.25	$217,900
U043054A	0.14	$144,900
U043054B	0.19	$167,900
U043055	0.24	$226,200
U043056	2.27	$0
U043069	0.2	$0
U043077	0.56	$285,300
U043078	0.55	$432,000
U044001	1.51	$1,521,600
U044002	1.6	$1,115,500
U044003	0.99	$1,169,200
U044004	0.64	$192,000
U044005	0.19	$219,500
U044006	0.8	$388,100
U044007	3.32	$1,400,000
U044007A	0	$140,900
U044008	35.6	$537,700
U044008A	1.41	$696,100
U044008B	18.19	$6,165,100
U044008C	0	$317,700
U044008D	0.6	$76,200
U044009	1.64	$1,146,600
U044011	2.87	$1,260,400
U044012	0.78	$377,500
U044014	1.03	$727,800
U044015	6.43	$2,289,700
U044016	2.6	$1,610,300
U044017	21.33	$0
U044017A	8.3	$7,979,600
U044018	1.26	$500,800
U045001	2.31	$309,800
U045001B	2.57	$155,900
U045001A	2.57	$1,761,000
U045002	0.42	$252,800
U045003A	2.1	$1,180,900
U045004	3.96	$1,724,900

U045004A	5.68	$305,100
U045005	3.9	$1,548,900
U045006	0.84	$436,100
U045013A	1.5	$1,041,600
U045013B	1.08	$812,500
U045013C	2.1	$1,937,300
U045017	0.71	$801,700
U045018	0.5	$245,300
U045018A	0.33	$366,500
U045018B	0.93	$499,100
U045019	0.51	$390,700
U045020	0.95	$406,400
U045022	1.17	$788,800
U045025	1.02	$420,800
U045035	0.23	$194,500
U045036	0.39	$265,000
U0452101	0.25	$153,600
U046001	3.1	$0
U046002	0.92	$392,600
U046003	1.34	$1,619,600
U046004	6.05	$3,346,200
U047069	1.05	$717,300
U047091	0.94	$484,100
U047092	1.91	$3,982,100
U047094	5.83	$3,226,100
Roads	46.5	$0
		$
Totals	**955.06**	**$98,253,700**

TOWN OF SCARBOROUGH
SCARBOROUGH DOWNTOWN OMNIBUS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
APRIL 1, 2018 TAXABLE ASSESSED VALUES

Explanatory Note: In light of a 2018 commercial revaluation, the Town has elected to begin capturing increased assessed value at April 1, 2018 taxable assessed values instead of beginning to capture applicable percentages at the original assessed values for parcels that are identified in Exhibit C-1. For purposes of assisting the Town in capturing the appropriate amount of increased assessed value, this Exhibit C-2 shows taxable assessed values of District properties as of April 1, 2018.

APRIL 1, 2018 TAXABLE ASSESSED VALUES - PARCEL TABLE

Tax Map and Lot Number	Acreage	Taxable Assessed Value as of April 1, 2018
R052004	423.64	$7,265,700
R053002	2.6	$211,000
R053003	15	$30,000
R058028D	16.23	$32,500
R058032	16.3	$752,800
R058032A	0.78	$2,003,100
R058032B	0.9	$612,800
R058032C	2.5	$1,855,200
R058032D	0.69	$470,600
R058032E	0.69	$327,200
R058032F	0.69	$385,300
R058032H	0	$65,500
R058032J	0.68	$668,200
R058032K	0.28	$467,100
R058032M	1.5	$1,242,800
R058032N	0.6	$724,800
R058032P	1.6	$1,246,100
R058032Q	1.19	$652,300
R058032R	1	$1,029,800
R058032S	4.7	$16,900
R058032T	8	$16,000
R059016	23.34	$0
R059021	1.3	$0
R059024	53.3	$0
R059025	9	$0
R059026	16	$0
U039001	0.43	$276,800
U039002	0.18	$130,500
U039003	0.37	$127,400
U039006	0.73	$289,100

U039010	5.02	$0
U039048	0.76	$359,300
U039049	0.92	$447,400
U039050	0.7	$613,800
U040002	4.72	$3,049,600
U040004	1.33	$227,300
U040005	0.59	$283,500
U040006	0.79	$345,900
U040007	6.8	$221,200
U040008	5.72	$4,029,700
U040009	1.34	$867,000
U040023	0.5	$797,500
U040025	14.51	$0
U040025A	1.27	$0
U040031	0.9	$192,300
U041001	1.85	$2,790,900
U041002	7.15	$6,718,600
U041002A	22	$0
U041005	2.44	$1,518,600
U041006	25.6	$0
U041010	0.6	$0
U041011	1.22	$0
U041012	0.19	$0
U041013	5.7	$0
U042067	3.97	$0
U043001	2.66	$0
U043002	1.01	$938,800
U043003	0.83	$521,800
U043005	0.33	$417,200
U043006	0.75	$694,300
U043008	0.5	$0
U043009	0.77	$519,600
U043009A	1.44	$0
U043010	0.42	$451,100
U043011	1.38	$179,500
U043033	0.19	$248,800
U043034	0.19	$230,400
U043035	0.18	$274,900
U043040	0.59	$389,900
U043042	0.31	$0
U043043	0.23	$344,000
U043054	0.25	$254,500
U043054A	0.14	$144,900
U043054B	0.19	$167,900
U043055	0.24	$238,000

U043056	2.27	$0
U043069	0.2	$0
U043077	0.56	$285,300
U043078	0.55	$597,000
U043701	0.83	$248,500
U043702	0.83	$248,500
U043703	0.83	$248,500
U043704	0.83	$248,500
U044001	1.51	$2,290,000
U044002	1.6	$2,251,500
U044003	0.99	$1,138,500
U044004	0.64	$156,100
U044005	0.19	$219,500
U044006	0.8	$515,100
U044007	3.32	$1,153,900
U044007A	0	$248,000
U044008	35.6	$537,700
U044008A	1.41	$846,200
U044008B	18.19	$7,235,200
U044008C	0	$416,800
U044008D	0.6	$76,200
U044009	1.64	$1,258,700
U044011	2.87	$1,715,300
U044012	0.78	$465,300
U044014	1.03	$1,033,000
U044015	6.43	$2,787,300
U044016	2.6	$1,766,800
U044017	21.33	$0
U044017A	8.3	$13,992,500
U044018	1.26	$769,200
U045001	2.31	$713,200
U045001A	2.57	$2,763,200
U045001B	2.57	$2,763,200
U045002	0.42	$450,500
U045003A	2.1	$1,065,400
U045004	3.96	$2,195,900
U045004A	5.68	$834,500
U045005	3.9	$1,790,500
U045006	0.84	$523,300
U045013A	1.5	$1,526,800
U045013B	1.08	$1,060,600
U045013C	2.1	$2,180,700
U045017	0.71	$870,000
U045018	0.5	$391,700
U045018A	0.33	$572,100

U045018B	0.93	$598,600
U045019	0.51	$606,000
U045020	0.95	$627,500
U045022	1.17	$945,900
U045025	1.02	$436,600
U045035	0.23	$194,500
U045036	0.39	$353,800
U0452101	0.25	$153,600
U046001	3.1	$0
U046002	0.92	$471,600
U046003	1.34	$2,147,700
U046004	6.05	$3,677,200
U047069	1.05	$641,000
U047091	0.94	$592,200
U047092	1.91	$3,651,500
U047094	5.83	$4,095,700
Roads	46.5	0
Totals	**955.06**	**$131,021,800**

Exhibit D-1 - TIF Revenue Projections

All Increases are Calculated Starting from April 1, 2018 Values

Year	Increased Property Values from Downs Parcel from April 1, 2018	Increased Property Values from Balance of District from April 1, 2018	Increased Property Values from Total TIF District from April 1, 2018	Percentage of Captured Value from the Downs Property for the CEA from April 1, 2018	Percentage of Captured Value from the Total District Used for Down's CEA from April 1, 2018	Percentage of Captured Value from the Total District for Municipal Purposes from April 1, 2018	Total Percent of Captutred Value from the District	Value Captured from Downs Property for CEA from April 1, 2018	Value Caputured from Total District for Municipal Purposes from April 1, 2018	Total Value Captured for TIF District	Projected Tax Rates	Projected Revenues for the CEA from Downs Parcel from April 1, 2018	Projected Revenues for Municipal Purposes based on increased Revenues from April 1, 2018	Projected Revenues from Captured Assessed Value in TIF District from April 1, 2018	Percentage of Projected Revenues from CAV for Total TIF District from April 1, 2018	Total Projected Revenues from April 1, 2018	Percentage of Total new Revenues for General Fund from April 1 2018	Total new Revenues for General Fund from April 1 2018
1	$ 25,990,000	$ 1,237,561	$ 27,227,561	40%	38%	3%	41%	$ 10,396,000	$ 816,827	$ 11,212,827	$ 16.49	$ 171,430	$ 13,469	$ 184,900	41%	$ 448,982	59%	$ 264,083
2	$ 61,640,000	$ 2,475,122	$ 64,115,122	40%	38%	3%	41%	$ 24,656,000	$ 1,923,454	$ 26,579,454	$ 16.49	$ 406,577	$ 31,718	$ 438,295	41%	$ 1,057,258	59%	$ 618,963
3	$ 106,192,580	$ 5,512,683	$ 111,705,263	40%	38%	3%	41%	$ 42,477,032	$ 3,351,158	$ 45,828,190	$ 16.98	$ 721,460	$ 56,918	$ 778,378	41%	$ 1,897,280	59%	$ 1,118,902
4	$ 152,042,580	$ 13,072,244	$ 165,114,824	40%	37%	3%	40%	$ 60,817,032	$ 4,953,445	$ 65,770,477	$ 17.49	$ 1,063,948	$ 86,657	$ 1,150,605	40%	$ 2,888,559	60%	$ 1,737,954
5	$ 199,067,580	$ 14,309,805	$ 213,377,385	40%	37%	3%	40%	$ 79,627,032	$ 6,401,322	$ 86,028,354	$ 18.02	$ 1,434,805	$ 115,346	$ 1,550,151	40%	$ 3,844,862	60%	$ 2,294,711
6	$ 229,792,580	$ 23,547,366	$ 253,339,946	40%	36%	3%	39%	$ 91,917,032	$ 7,600,198	$ 99,517,230	$ 18.56	$ 1,705,947	$ 141,057	$ 1,847,004	39%	$ 4,701,898	61%	$ 2,854,894
7	$ 259,942,580	$ 24,784,927	$ 284,727,507	40%	37%	3%	40%	$ 103,977,032	$ 8,541,825	$ 112,518,857	$ 19.12	$ 1,987,670	$ 163,289	$ 2,150,959	40%	$ 5,442,973	60%	$ 3,292,015
8	$ 297,842,580	$ 26,022,488	$ 323,865,068	40%	37%	3%	40%	$ 119,137,032	$ 9,715,952	$ 128,852,984	$ 19.69	$ 2,345,799	$ 191,306	$ 2,537,105	40%	$ 6,376,878	60%	$ 3,839,773
9	$ 333,592,580	$ 35,260,049	$ 368,852,629	40%	36%	3%	39%	$ 133,437,032	$ 11,065,579	$ 144,502,611	$ 20.28	$ 2,706,186	$ 224,417	$ 2,930,603	39%	$ 7,480,560	61%	$ 4,549,957
10	$ 369,192,580	$ 36,497,610	$ 405,690,190	40%	36%	3%	39%	$ 147,677,032	$ 12,170,706	$ 159,847,738	$ 20.89	$ 3,084,831	$ 254,234	$ 3,339,066	39%	$ 8,474,478	61%	$ 5,135,412
11	$ 419,867,580	$ 39,135,171	$ 459,002,751	40%	37%	3%	40%	$ 167,947,032	$ 13,770,083	$ 181,717,115	$ 21.52	$ 3,613,500	$ 296,273	$ 3,909,773	40%	$ 9,875,770	60%	$ 5,965,997
12	$ 441,142,580	$ 40,372,732	$ 481,515,312	40%	37%	3%	40%	$ 176,457,032	$ 14,445,459	$ 190,902,491	$ 22.16	$ 3,910,496	$ 320,128	$ 4,230,625	40%	$ 10,670,948	60%	$ 6,440,323
13	$ 482,792,580	$ 41,610,293	$ 524,402,873	40%	37%	3%	40%	$ 193,117,032	$ 15,732,086	$ 208,849,118	$ 22.83	$ 4,408,093	$ 359,101	$ 4,767,193	40%	$ 11,970,029	60%	$ 7,202,835
14	$ 505,967,580	$ 44,247,854	$ 550,215,434	40%	37%	3%	40%	$ 202,387,032	$ 16,506,463	$ 218,893,495	$ 23.51	$ 4,758,280	$ 388,080	$ 5,146,361	40%	$ 12,936,003	60%	$ 7,789,643
15	$ 536,927,580	$ 45,485,415	$ 582,412,995	40%	37%	3%	40%	$ 214,771,032	$ 17,472,390	$ 232,243,422	$ 24.22	$ 5,200,921	$ 423,114	$ 5,624,035	40%	$ 14,103,784	60%	$ 8,479,749
16	$ 551,927,580	$ 46,722,976	$ 598,650,556	40%	37%	3%	40%	$ 220,771,032	$ 17,959,517	$ 238,730,549	$ 24.94	$ 5,506,605	$ 447,957	$ 5,954,562	40%	$ 14,931,904	60%	$ 8,977,342
17	$ 581,052,580	$ 47,960,537	$ 629,013,117	40%	37%	3%	40%	$ 232,421,032	$ 18,870,394	$ 251,291,426	$ 25.69	$ 5,971,101	$ 484,797	$ 6,455,899	40%	$ 16,159,902	60%	$ 9,704,004
18	$ 590,877,580	$ 49,198,098	$ 640,075,678	40%	37%	3%	40%	$ 236,351,032	$ 19,202,270	$ 255,553,302	$ 26.46	$ 6,254,229	$ 508,123	$ 6,762,352	40%	$ 16,937,432	60%	$ 10,175,081
19	$ 605,627,580	$ 50,435,659	$ 656,063,239	10%	9%	3%	12%	$ 60,562,758	$ 19,681,897	$ 80,244,655	$ 27.26	$ 1,650,666	$ 536,439	$ 2,187,105	12%	$ 17,881,304	88%	$ 15,694,199
20	$ 615,382,580	$ 51,673,220	$ 667,055,800	10%	9%	3%	12%	$ 61,538,258	$ 20,011,674	$ 81,549,932	$ 28.07	$ 1,727,571	$ 561,790	$ 2,289,361	12%	$ 18,726,338	88%	$ 16,436,977
21	$ 615,382,580	$ 52,910,781	$ 668,293,361	10%	9%	3%	12%	$ 61,538,258	$ 20,048,801	$ 81,587,059	$ 28.92	$ 1,779,398	$ 579,717	$ 2,359,115	12%	$ 19,323,913	88%	$ 16,964,797
22	$ 615,382,580	$ 54,148,342	$ 669,530,922	10%	9%	3%	12%	$ 61,538,258	$ 20,085,928	$ 81,624,186	$ 29.78	$ 1,832,780	$ 598,215	$ 2,430,995	12%	$ 19,940,488	88%	$ 17,509,494
23	$ 615,382,580	$ 55,385,903	$ 670,768,483	10%	9%	3%	12%	$ 61,538,258	$ 20,123,054	$ 81,661,312	$ 30.68	$ 1,887,763	$ 617,300	$ 2,505,063	12%	$ 20,576,667	88%	$ 18,071,603
24	$ 615,382,580	$ 56,623,464	$ 672,006,044	10%	9%	3%	12%	$ 61,538,258	$ 20,160,181	$ 81,698,439	$ 31.60	$ 1,944,396	$ 636,992	$ 2,581,388	12%	$ 21,233,069	88%	$ 18,651,681
25	$ 615,382,580	$ 57,861,025	$ 673,243,605	10%	9%	3%	12%	$ 61,454,566	$ 20,197,308	$ 81,651,874	$ 32.54	$ 2,000,005	$ 657,310	$ 2,657,315	12%	$ 21,910,337	88%	$ 19,253,023
26	$ 615,382,580	$ 59,098,586	$ 674,481,166	10%	9%	3%	12%	$ 59,664,492	$ 20,234,435	$ 79,898,927	$ 33.52	$ 2,000,000	$ 678,274	$ 2,678,274	12%	$ 22,609,131	88%	$ 19,930,857
27	$ 615,382,580	$ 60,336,147	$ 675,718,727	9%	9%	3%	12%	$ 57,926,691	$ 20,271,562	$ 78,198,253	$ 34.53	$ 2,000,000	$ 699,904	$ 2,699,904	12%	$ 23,330,134	88%	$ 20,630,230
28	$ 615,382,580	$ 61,573,708	$ 676,956,288	9%	8%	3%	11%	$ 56,239,506	$ 20,308,689	$ 76,548,195	$ 35.56	$ 2,000,000	$ 722,221	$ 2,722,221	11%	$ 24,074,048	89%	$ 21,351,827
29	$ 615,382,580	$ 62,811,269	$ 678,193,849	9%	8%	3%	11%	$ 54,601,462	$ 20,345,815	$ 74,947,278	$ 36.63	$ 2,000,000	$ 745,248	$ 2,745,248	11%	$ 24,841,600	89%	$ 22,096,352
30	$ 615,382,580	$ 64,048,830	$ 679,431,410	9%	8%	3%	11%	$ 53,011,128	$ 20,382,942	$ 73,394,071	$ 37.73	$ 2,000,000	$ 769,006	$ 2,769,006	11%	$ 25,633,539	89%	$ 22,864,533
30 year Totals:								**$ 3,169,492,406**	**$442,351,413**	**$3,611,843,819**		**$ 78,074,456**	**$ 12,308,402**	**$ 90,382,858**		**$ 410,280,070**		**$319,897,212**

Notes/Assumptions:

1. Projections are based on tax rates increasing 3% annually starting in Year 3.
2. Scarborough Downs Property meets all of their performance measures pursuant to the CEA.
3. The CEA is tied to the Scarborough Downs Property.
4. The projections of increased assessed value for the Scarborough Downs Property were based on market analysis and build out scenario provided by the Developer. Town officials arrived at projections of increased value for the remaining acreage of the District.
5. These projections do not include future revaluations which will occur. If a revlauation is included at 10-year intervals, the Developer could achieve $81 million in total reimbursements.

Exhibit D-2 | Tax Shift Benefits

Town of Scarborough - Scarborough Downtown Omnibus TIF District

Fiscal Year	TIF Year	State Aid to Education Benefit	County Tax Benefit	State Revenue Sharing Benefit	Total Tax Shift Benefits
2019-2020	1	-	-	-	-
2020-2021	2	-	-	-	-
2021-2022	3	-	$7,071	$3,450	$10,521
2022-2023	4	$0	$16,755	$8,149	$24,904
2023-2024	5	$0	$28,877	$13,986	$42,863
2024-2025	6	$0	$41,424	$19,978	$61,402
2025-2026	7	$0	$54,158	$26,007	$80,164
2026-2027	8	$0	$62,630	$29,989	$92,619
2027-2028	9	$0	$70,792	$33,804	$104,596
2028-2029	10	$0	$81,038	$38,564	$119,602
2029-2030	11	$0	$90,849	$43,090	$133,939
2030-2031	12	$0	$100,461	$47,497	$147,958
2031-2032	13	$0	$114,149	$53,723	$167,872
2032-2033	14	$0	$119,894	$56,319	$176,214
2033-2034	15	$0	$131,112	$61,361	$192,473
2034-2035	16	$0	$137,387	$64,164	$201,551
2035-2036	17	$0	$145,722	$67,871	$213,592
2036-2037	18	$0	$149,770	$69,664	$219,434
2037-2038	19	$0	$157,606	$73,120	$230,726
2038-2039	20	$0	$160,263	$74,288	$234,552
2039-2040	21	$0	$50,523	$24,291	$74,815
2040-2041	22	$0	$51,343	$24,679	$76,022
2041-2042	23	$0	$51,367	$24,690	$76,057
2039-2041	24	$0	$51,390	$24,701	$76,091
2040-2042	25	$0	$51,413	$24,712	$76,125
2041-2043	26	$0	$51,437	$24,723	$76,160
2039-2042	27	$0	$51,408	$24,709	$76,117
2040-2043	28	$0	$50,306	$24,189	$74,495
2041-2044	29	$0	$49,237	$23,683	$72,920
2039-2043	30	$0	$48,200	$23,193	$71,392
2040-2044		$0	$47,194	$22,716	$69,910
2041-2045		$0	$46,217	$22,254	$68,471
2039-2044		$0	-	-	$0
	Totals:	**$0**	**$2,269,991**	**$1,073,565**	**$3,343,556**
	Averages:	**$0**	**$75,666**	**$35,785**	**$107,857**

Assumptions:

1. Data sources include the 2018 mil rate/commitment reported by the Town, Cumberland County's FY2018 Tax Commitment, the State Treasurer's Office Municipal Revenue Sharing projections for FY2019 (07/01/18 - 06/30/19) published 03/29/18, and the Maine Department of Education 10/22/18 2018-2019 ED 279 form for Scarborough Public Schools. The Town is a so-called minimum receiver so there is no tax shift impact with respect to education aid as a result. The projection assumes this occurs for the District term.

2. Tax shift losses are comprised of declining subsidies in revenue sharing and increasing obligations to pay county taxes. Tax shift losses occur a couple of years following the year in which the new assessed value is first recognized in the assessment. No tax shift losses occur when a TIF captures all of the new value.

3. These projections assume that the formulas and general inputs for state subsidies and county taxes do not change over time and they assume that all other values in other communities are static relative to one another except for the new value assessed. The projections are less likely to be accurate farther into the future.

4. Assumes the assessment ratio in the Town is 100% when new property value arrives, such that the market value of new property is used for assessment purposes.

5. The projections above assume that no tax increment financing district is put in place, thus the mil rate is reduced by the influx of new value in the Town. This analysis factors in tax shift impacts resulting from the project's new assessed value into future commitments and mil rate calculations to arrive at projected property tax payments.

TO ADVERTISE: Call 791-6100 • classified@pressherald.com

Exhibit E

CLASSIFIED

INCLUDING
At Your Service
Public Notices
Garage Sales
Antiques & Auctions

HELP WANTED

General Help

PORTLAND JETPORT
2 Maintenance Porters
FT. Incl snow removal/landscaping.
Sun - Thurs
4pm - 12am
Tues - Sat
4 pm - 12am
Compensation
$12.00 - 16.00 /hr
Background/pre-employment screen req. Compensation based on exp.
Call M-F 772-7028 or Apply Online: spplus.com & click CAREERS.

PORTLAND JETPORT
(6) Shuttle Bus Drivers

Various shifts
(24 hr operation)
365 days/yr

Background/ pre-empployment screen req. Compensation based on experience.

Call M-F 772-7028 or Apply Online: spplus.com & click CAREERS

Healthcare

HYGIENIST
The Office of Charles E. Brown DDS is looking for a hygienist for 3 days per week. Candidate must be congenial, a

PUBLIC NOTICES

Public Notices

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate, and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contractual jobs helping to ensure economic activity across a level playing field. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

State and local notices are published in Maine newspapers and are also recorded at mainenotices.com, where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.

Public Notice

City of Sanford/ Village of Springvale, Maine
NOTICE OF BIDS FOR: SNOWPLOWING THE WESTERN RURAL SECTION OF SANFORD/ SPRINGVALE

The City of Sanford, Maine will receive sealed bids for: **SNOWPLOWING THE WESTERN RURAL SECTION OF SANFORD/SPRINGVALE** until **11:00 a.m. on Tuesday, October 30, 2018** at the Public Works Office, 156 School Street, Sanford, Maine, at which time

Please take notice that Clean Harbors Environmental Services, Inc., Williams Terminal, 17 Main Street, South Portland, ME 04106 phone # (207)799-8111 is intending on filing an application for an ABBREVIATED LICENSE RENEWAL with the Maine Department of Environmental Protection (DEP) pursuant to the provisions of Title 38 M.R.S. §§ 1301 to 1319-Y for a Hazardous Waste Transfer Facility on November 13, 2018. The application is for the temporary storage, up to ten (10) days maximum, of hazardous waste in transit at 17 Main Street in South Portland.
A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction on this application, must be received by the Department, in writing, no later than 20 days after the application is accepted by the Department as complete for processing. Public comment on the application will be accepted throughout the processing of the application.
The application and supporting documentation are available for review at Department offices in Augusta, located in the Ray Building on the AMHI Complex off Hospital Street during normal

Public Notice

Notice to Contractors Invitation for Bids

State of Maine, DAFS is conducting a competitive bid process for renovations to the Bureau of Alchoholic Beverages and Lottery Operations (BABLO) building in Hallowell, Maine. Bids will be opened and read aloud at State of Maine, DAFS, 111 Sewall Street, 77 SHS, 4th Floor, Augusta, Maine at 2:00 p.m. on November 15, 2018.
The Work encompasses replacement of approximately 9,900 square feet of existing ballasted roof system with new roof system including; air vapor barrier, rigid insulation, cover board, EPDM membrane, and metal fascia system
Bid Documents will be available for purchase at Spillers Reprographics on October 29, 2018.
A mandatory pre-bid conference will be conducted on November 06, 2018 at 10:00 a.m. at the BABLO building located at 10 Water Street, Hallowell, ME.

Public Notice

PUBLIC NOTICE OF INTENT TO FILE

Please take notice that Sprague Operating Resources LLC located at 59 Main Street, South Portland Maine 04106, 207-799-4899 is intending on filing an Marine Oil Terminal Facility Renewal License application with the Maine Department of Environmental Protection (DEP) pursuant to the provisions of Title 38 M.R.S.A., Section 541, et. seq. and Chapter 600 of the Department's Oil Discharge Prevention and Pollution Control Regulations on March 3rd 2019. The application is for November 3rd, 2018 renewal of Marine Oil Terminal Facility License at 59 Maine Street, South Portland, Maine 04106.
A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction on this application, must be received by the Department, in writing, no later than 20 days after the application is accepted by the Department as complete for processing. Public comment on the application will be accepted throughout the processing of the application. The application and supporting documentation are available for review at Department offices in Augusta, located in the Ray Building on the AMHI Complex off Hospital Street during normal working hours. A copy of the application and supporting documentation may also be seen at the municipal office in South Portland, Maine. Written public comments may be sent to Jamie Hoover at the Bureau of Remediation and Waste Management, 17 State House Station, Augusta, Maine 04333-0017.

Public Notice

Town of Cumberland Planning Board - Site Walk Saturday, November 3, 2018 9:30 am

On Saturday, November 3, 2018, beginning at 9:30 am, the Planning Board will conduct a site walk at a parcel on Tuttle Road (next to Bunker's Way), tax map R04, lot 10 for the proposed Christmas Creek subdivision. The public is welcome to attend.

Public Notice

TOWN OF SCARBOROUGH NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town of Scarborough Town Council will hold a public hearing on Wednesday, November 7, 2018 at 6:00 p.m. in the Scarborough Municipal building in Scarborough at 259 US Route 1, for purposes of receiving public comments on the following: (1) the adoption of the Town of Scarborough Downtown Redevelopment Plan; (2) the designation of the **Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District** (the "District") as well as adoption of the development program for the district to encompass approximately 955 acres generally covering an area that includes the former Scarborough Downs property excluding the portion with frontage on Haigis Parkway, extending in a northerly direction along the Route One corridor including parcels with frontage thereto, including the entire municipal/ school campus and the commercial properties in Oak Hill, ending at the intersection with Greenacre Lane; and (3) the approval of a credit enhancement agreement with the owners of the Scarborough Downs property within the District.
The public hearing is proposed pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. Copies of the proposed Development Program and maps for the proposed district are on file with the Town Clerk and may be obtained from and reviewed at the offices of the Town Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at the hearing.

Public Notice

STATUTORY POWER OF SALE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE FIXTURES AND TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF TEMPO DULU, LLC 163 DANFORTH STREET, PORTLAND, MAINE

November 16, 2018 at 11:00 a.m.

By virtue of 11 M.R.S.A. § 9-1604 and 9-1610, 14 M.R.S.A. § 6203-A, and in execution of the provisions of a certain Security Agreement given by Tempo Dulu, LLC to Bar Harbor Bank & Trust dated as of May 8, 2014 (the "Security Agreement") and the Power of Sale contained

Attest to a true copy.
Yolande P. Justice, Town Clerk - October 26, 2018

Exhibit F

Minutes of Public Hearing and City Council Meeting

IN TOWN COUNCIL
ORDER #_____

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

WHEREAS, in order to designate a so-called "downtown" tax increment financing district, the Act requires such district to be related to the Town's downtown redevelopment plan (the "Downtown Redevelopment Plan") that describes the Town's comprehensive plan for the physical and economic redevelopment of its downtown; and

WHEREAS, there is a need for economic development in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the Town; and to improve the general economy of the Town and the surrounding region; and

WHEREAS, designation of the District and adoption of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the District; and

WHEREAS, there is a need to implement continued economic development initiatives in those areas of Scarborough in and near the District area through the establishment of the District in accordance with the provisions of Act; and

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

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the "Department"), approving the designation of the District and adoption of the Development Program.

ORDERED AS FOLLOWS:

Section 1. The Town of Scarborough hereby adopts the **Town of Scarborough Downtown Redevelopment Plan** in such form and as presented to the Town Council.

Section 2. The Town of Scarborough hereby designates the **Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District** and hereby adopts the Development Program for said District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 3. The Town Council hereby finds and determines that:

(a) The designation of the District and adoption of the related Development Program will make a contribution to the economic growth and well-being of the Town of Scarborough and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town of Scarborough, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.
(b) The Town Council has considered all evidence, if any, presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program. Pursuant to Title 30-A M.R.S.A. Section 5223(3)(D), downtown tax increment financing districts are exempt from certain statutory requirements and thresholds, including valuation and acreage caps.

Section 4. The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5. The foregoing designation of the District and approval 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 the Department, without requirement of further action by the Town, the Town Council, or any other party.

Section 6. The Town Manager, or his duly appointed representative, is hereby authorized and empowered, at his/her discretion, from time to time, to make such revisions to the Development Program as the Town Manager, or his duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and/or the Development Program by the Department, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Section 7. The Town Manager is hereby authorized and directed to enter into the specific credit enhancement agreement with the owners of the Scarborough Downs property in substantially the form as presented to the Town Council and consistent with the terms of the credit enhancement agreement that are described in the Development Program. The Town Council is hereby authorized to enter into additional credit enhancement agreements, if any, with business entities located within the boundaries of the District, following a duly noticed public hearing, to be in such form and to contain such terms and provisions not inconsistent with the Development Program.

Dated:

Exhibit H

Downtown Redevelopment Plan

AGENDA

SCARBOROUGH TOWN COUNCIL
WEDNESDAY – NOVEMBER 28, 2018
REGULAR MEETING – 7:00 P.M.

Order No. 18-083. Act on the request to approve the Credit Enhancement Agreement with The Downs, d/b/a Crossroads Holdings, LLC as presented and pursuant to Long Form Order. *[Town Manager]*

IN TOWN COUNCIL
ORDER #18-083
APPROVAL OF CREDIT ENHANCEMENT AGREEMENT WITH OWNER OF SCARBOROUGH DOWNS PROPERTY

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

WHEREAS, in order to designate a so-called "downtown" tax increment financing district, the Act requires such district to be related to the Town's downtown redevelopment plan (the "Downtown Redevelopment Plan") that describes the Town's comprehensive plan for the physical and economic redevelopment of its downtown; and

WHEREAS, there is a need for economic development in the Town of Scarborough, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the Town; and to improve the general economy of the Town and the surrounding region; and

WHEREAS, designation of the District and adoption of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the District; and

WHEREAS, there is a need to implement continued economic development initiatives in those areas of Scarborough in and near the District area through the establishment of the District in accordance with the provisions of Act; and

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

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the "Department"), approving the designation of the District and adoption of the Development Program.

ORDERED AS FOLLOWS:

The Town Manager is hereby authorized and directed to enter into the specific credit enhancement agreement with the owners of the Scarborough Downs property in substantially the form as presented to the Town Council and consistent with the terms of the credit enhancement agreement that are described in the Development Program.

Dated:

Town Manager — Sponsor

Ought to Pass — Recommendation

11/07/2018 - 7 Yeas to schedule second reading for 11/28/2018

First Reading and/or Action/Vote

11/07/2018

Public Hearing

11/28/2018

Second Reading

CREDIT ENHANCEMENT AGREEMENT

between

THE TOWN OF SCARBOROUGH, MAINE

and

CROSSROADS HOLDINGS LLC

DATED: _____

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2018, between the Town of Scarborough, Maine (the "Town"), a municipal corporation and political subdivision of the State of Maine, and Crossroads Holdings LLC (the "Developer"), a Maine Limited Liability Company.

WITNESSETH THAT

WHEREAS, the Crossroads Zoning District mandates a mixed use development of commercial, residential and industrial; and

WHEREAS, this Agreement creates a partnership to embrace a mixed use development of the Crossroads Zoning District; and

WHEREAS, the Developer sought and received zoning amendments to further promote non-residential uses; and

WHEREAS, the Developer has submitted to the Scarborough Planning Board a Master Plan for the Light Industrial area within the Crossroads Zoning District; and

WHEREAS, the Developer has commenced construction of infrastructure consistent with the requirements to serve the needs of the Light Industrial area; and

WHEREAS, the Town designated the Scarborough Downtown Omnibus Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council at a meeting of the Town Council held on November 28, 2018 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the Town anticipates the approval of the District and the Development Program by the Maine Department of Economic and Community Development; and

WHEREAS, at the Vote, the Town Council also authorized execution of a credit enhancement agreement contemplated by the Development Program with the Developer in the name of and on behalf of the Town; and

WHEREAS, the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions.

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

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Approved Master Plan" means the Crossroads Planned Development District Master Plan – Phase 1 approved by the Scarborough Planning Board on April 5, 2018, and as further amended by the Planning Board, including any and all additional phases of development on the Developer Property.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value that is retained in the Developer Property in each Tax Year during the term of the District, as specified in Section 2.3 hereof.

"Commissioner" means the Commissioner of the Department.

"Community Center" means a facility or building leased or owned and operated by the Town for the purpose of providing public meeting space and recreation opportunities.

"Current Assessed Value" means the then current assessed value of the Developer Property as determined by the Town Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

"Department" means the Maine Department of Economic and Community Development.

"Developer" shall have the meaning given such term in the first paragraph hereto.

"Development Program" shall have the meaning given such term in the recitals hereto.

"Developer Project Cost Subaccount" means that portion of the Project Cost Account of the Development Program Fund set aside for the Developer as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

"Development Program Fund" means the Downtown Omnibus Development Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A § 5227(3)(A). The Development Program Fund shall consist of a Project Cost Account with two subaccounts: the Developer Project Cost Subaccount and the Town Project Cost Subaccount.

"Developer Property" means the portion of the District owned by the Developer and subject to this Agreement as depicted on Exhibit B hereto.

"District" shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 955.06 acres of real property and identified on Exhibit A to the Development Program and any future improvements to such real property.

"Downtown" means a central business district within the Developer Property that provides a core of commercial and mixed-use buildings, along with civic and residential buildings and public spaces that center along a main street and intersecting side streets to be incorporated into the Approved Master Plan.

"Effective Date" means the date of approval of the District and the Development Program by the Commissioner pursuant to the Act.

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

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

"Increased Assessed Value" means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means $7,265,700, the taxable assessed value of the Developer Property as of March 31, 2019 (April 1, 2018).

"Project Cost Account" means the project cost account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

"Property Tax" means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the Town, or on its behalf.

"State" means the State of Maine.

"Tax Increment Revenues" means that portion of all real property taxes assessed and paid to the Town in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

"Tax Payment Date" means the later of the date(s) on which property taxes levied by the Town are due and payable from the owners of property located within the Town, or are actually paid by or on behalf of the Developer to the Town.

"Tax Year" shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

"Town" shall have the meaning given such term in the first paragraph hereto.

"Town Project Cost Subaccount" means that portion of the Project Cost Subaccount of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Article II hereof.

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

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

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

(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.

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

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1 Creation of Development Program Fund.

Within sixty (60) days after the Effective Date, the Town shall create and establish a segregated fund in the name of the Town designated as "Downtown Omnibus Development

Program Fund" (hereinafter the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the "Developer Project Cost Subaccount" and the "Town Project Cost Subaccount."

Section 2.2 Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3 Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the 2019-2020 Tax Year so long as the Effective Date has occurred by such time and continuing thereafter for the next thirty (30) years until the final year, the 2048-2049 Tax Year (CEA year 30) (collectively the "CEA Years"), the Town shall retain in the District a portion of the Increased Assessed Value as Captured Assessed Value as described below.

(b) For each of the CEA Years, the Town shall deposit into the Development Program Fund contemporaneously with each payment of Property Tax associated with each CEA Year during the term of this Agreement an amount at least equal to the required portion of Tax Increment Revenues for the Developer Project Cost Subaccount as described in Section 2.3(b). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B). The Town shall deposit the Tax Increment Revenues in the Developer Project Cost Subaccount of the Development Program Fund as follows:

1. CEA Years 1-10 (April 1, 2019 – March 31, 2029): Forty percent (40%) of Property Tax paid on the Increased Assessed Value to Developer Project Cost Subaccount.

2. CEA Years 11-15 (April 1, 2029 – March 31, 2034): Twenty-five percent (25%) of Property Tax paid on the Increased Assessed Value of the Developer Property to Developer Project Cost Subaccount, unless the Developer meets the following performance standards by the end of CEA Year 10 (March 31, 2029), in which case the percentage of Property Tax paid on the Increased Assessed Value to Developer Project Cost Subaccount shall be forty percent (40%) for CEA Years 11 – 15:
    a. Non-residential Development Standard: The Developer shall achieve a minimum of 500,000 square feet of non-residential space as classified by the assessor, either completed as evidenced by an occupancy permit, under

construction as evidenced by a building permit, or under contract to be constructed as evidenced by a purchase and sale agreement. Notwithstanding the fact that a development is under construction as evidenced by having obtained a building permit or purchase and sale agreement, such square footage shall be subsequently removed from the count toward achieving the non-residential square footage performance measure if no occupancy permit has been obtained within eighteen months of obtaining the building permit or the purchase and sale agreement. If the performance measure was met as of the relevant performance date, but following the expiration of the eighteen-month period referenced above, the performance measure is not met, the qualification during the eighteen-month period shall stand, but for any years following the expiration of the eighteen-month period, the percentage reimbursement shall be reduced accordingly. The non-residential square footage performance measures shall include all development of the Developer within the Approved Master Plan, whether or not such square footage is located within the District. In addition, development that is exempt from paying Property Tax shall be counted toward the non-residential square footage performance measure up to ten percent (10%) of the performance measure (i.e., 50,000 square feet). The following types of developments shall fully qualify for purposes of calculating the performance measure apart from the ten percent (10%) rule: (1) Town-approved municipal uses (including schools), and (2) non-residential uses of property that are subject to a Payment In Lieu of Taxes (PILOT) agreement so long as the PILOT agreement is in effect; and

b. Infrastructure Standard: All roads and related utilities, including public water and sewer, necessary to meet the development established in Section 2.3(b)(2)(a) must be completed, under construction or permitted; and
c. Roads/Utilities Standard: Major arterial roads and related utilities necessary to meet the development established in Section 2.3(b)(2)(a) will be constructed in such a way to provide sufficient capacity for the connection and construction of additional infrastructure necessary to construct a Downtown when planned and approved.

Notwithstanding the description of performance standards in this Section 2.3(b)(2), in order to be eligible for 40% of the Property Taxes paid on Increased Assessed Value: (1) the Developer shall submit to the Town Manager a written certification no later than April 1, 2029 demonstrating how each of the performance standards has been met; and (2) the Town Manager shall review such written certification and make an objective determination in writing within thirty (30) days of its submission that either the performance standards have been met or have not been met. The Town Manager may employ other Town staff or officials to inform his or her determination; and (3) the Developer shall have the right to appeal from a determination of the Town Manager to the Town Council by filing a written appeal with the Town Council within thirty (30) days of the Town Manager's determination date. The Town Council shall hear the appeal and make a determination about whether to affirm or

reverse the Town Manager's determination within thirty (30) days of the filing of the written appeal, unless a longer period of time is agreed to by the parties.

3. CEA Years 16-20 (April 1, 2034 – March 31, 2039): Twenty-five percent (25%) of Property Tax paid on the Increased Assessed Value to Developer Project Cost Subaccount, unless the Developer meets the following performance standards by the end of CEA Year 15 (March 31, 2034), in which case the percentage of Property Tax paid on the Increased Assessed Value to Developer Project Cost Subaccount shall be forty percent (40%) for CEA Years 16 – 20:
    a. Non-residential Development Standard: The Developer shall achieve a minimum of 900,000 square feet of non-residential space as classified by the assessor, either completed as evidenced by an occupancy permit, under construction as evidenced by a building permit, or under contract to be constructed as evidenced by a purchase and sale agreement. Notwithstanding the fact that a development is under construction as evidenced by having obtained a building permit or purchase and sale agreement, such square footage shall be subsequently removed from the count toward achieving the non-residential square footage performance measure if no occupancy permit has been obtained within eighteen months of obtaining the building permit or purchase and sale agreement. If the performance measure was met as of the relevant performance date, but following the expiration of the eighteen-month period, the performance measure is not met, the qualification during the eighteen-month period shall stand, but for any years following the expiration of the eighteen-month period, the percentage reimbursement shall be reduced accordingly. The nonresidential square footage performance measures shall include all development of the Developer within the Approved Master Plan, whether or not such square footage is located within the District. In addition, development that is exempt from paying Property Tax shall be counted toward the non-residential square footage performance measure up to ten percent (10%) of the performance measure (i.e., 90,000 square feet). The following types of developments shall fully qualify for purposes of calculating the performance measure apart from the ten percent (10%) rule: (1) Town-approved municipal uses (including schools), and (2) non-residential uses of property that are subject to a Payment In Lieu of Taxes (PILOT) agreement so long as the PILOT agreement is in effect; and
    b. Infrastructure Standard: All roads and related utilities, including public water and sewer, necessary to meet the development established in Section 2.3(b)(3)(a) must be completed, under construction or permitted; and
    c. Roads/Utilities Standard: Major arterial roads and related utilities necessary to meet the development established in Section 2.3(b)(3)(a) will be constructed in such a way to provide sufficient capacity for the connection and construction of additional infrastructure necessary to construct a Downtown when planned and approved.

Notwithstanding the description of performance standards in this Section 2.3(b)(3), in order to be eligible for 40% of the Property Taxes paid on Increased Assessed Value:

(1) the Developer shall submit to the Town Manager a written certification no later than April 1, 2034 demonstrating how each of the performance standards has been met; and (2) the Town Manager shall review such written certification and make an objective determination in writing within thirty (30) days of its submission that either the performance standards have been met or have not been met. The Town Manager may employ other Town staff or officials to inform his or her determination; and (3) the Developer shall have the right to appeal from a determination of the Town Manager to the Town Council by filing a written appeal with the Town Council within thirty (30) days of the Town Manager's determination date. The Town Council shall hear the appeal and make a determination about whether to affirm or reverse the Town Manager's determination within thirty (30) days of the filing of the written appeal, unless a longer period of time is agreed to by the parties.

4. Notwithstanding anything to the contrary contained herein, the deposits into the Developer Project Cost Subaccount pursuant to Sections 2.3(b)(1), (2), and (3) shall cease at such time as the cumulative amount of Tax Increment Revenues deposited in the Developer Project Cost Subaccount reaches the maximum developer reimbursement cap of fifty-five million dollars ($55,000,000).

5. CEA Years 21-30 (April 1, 2039 – March 31, 2049): Ten percent (10%) of Property Tax paid on the Increased Assessed Value to Developer Project Cost Subaccount with a maximum annual deposit during such term per year of two million dollars ($2,000,000) only if the Developer's project in the District has achieved the "Desired Development" as defined below by meeting all of the following by the end of Year 20 (March 31, 2039) or before:

a. The Developer has reached the maximum Developer reimbursement cap of $55 million identified in Section 2.3(b)(4); and
b. The Developer has met the minimum assessed value creation of $615 million of Increased Assessed Value within the Approved Master Plan if a Downtown and Community Center are constructed or are under construction as of the end of CEA Year 20 (March 31, 2039), or has met the minimum assessed value creation of $500 million of Increased Assessed Value within the Approved Master Plan if a Downtown and Community Center are not constructed or under construction by the end of CEA Year 20 (March 31, 2039). The minimum assessed value creation standards in this section shall measure all development of the Developer within the Approved Master Plan, whether or not such assessed value is located within the District; however, such value shall only be counted if related to taxable Increased Assessed Value; and
c. The Developer has met the minimum of 1.5 million square feet of non-residential space, as measured and described in above performance standards for 2.3(b)(2)(a) and (3)(a).

If the Developer achieves the Desired Development before the end of CEA Year 20, the annual deposit identified in this Section 2.3(b)(5) shall be made for any CEA year thereafter through the full term of CEA Years.

Notwithstanding the description of performance standards in this Section 2.3(b)(5), in order to be eligible for the benefits associated with achieving the Desired Development: (1) the Developer shall submit to the Town Manager a written certification no later than April 1, 2039 demonstrating how each of the performance standards has been met; and (2) the Town Manager shall review such written certification and make an objective determination in writing within thirty (30) days of its submission that either the performance standards have been met or have not been met. The Town Manager may employ other Town staff or officials to inform his or her determination; and (3) the Developer shall have the right to appeal from a determination of the Town Manager to the Town Council by filing a written appeal with the Town Council within thirty (30) days of the Town Manager's determination date. The Town Council shall hear the appeal and make a determination about whether to affirm or reverse the Town Manager's determination within thirty (30) days of the filing of the written appeal, unless a longer period of time is agreed to by the parties.

(c) Notwithstanding anything to the contrary contained herein, if the Developer constructs more than 750 single-family detached dwelling units, the Town shall have no further deposit of payment obligations hereunder. For purposes of measuring such limitation, the Town's records regarding single-family detached dwelling units less any affordable or age-restricted single family dwelling units shall govern.

(d) Notwithstanding anything to the contrary contained herein, the Town shall have the authority to decide to discontinue all or a portion of the Town Project Cost Subaccount deposits and instead make those deposits to the Town's general fund without further action or consents required by the Developer, provided that such decision shall not negatively impact the Developer Project Cost subaccount or the Town's ability to fulfill its obligations to the Developer hereunder.

Section 2.4 Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount shall in all cases be used and applied to fund fully the Town's payment obligations to Developer described in Articles II and III hereof.

Section 2.5 Monies Held in Segregated Account

All monies required to be deposited with or paid into the Developer Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, and any investment earnings thereon, shall be held by the Town for the benefit of the Developer.

ARTICLE III
PAYMENTS OBLIGATIONS

Section 3.1 Developer Payments.

(a) The Town agrees to pay Developer, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the Developer Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against Developer Property remain unpaid, because of a valuation dispute or otherwise, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Tax with respect to Increased Assessed Value, to be applied first to payment in full of the applicable Town percent share for the year concerned; and third, to the extent of funds remaining, to payment of the Developer's share of the Tax Increment Revenues for the year concerned, to be deposited into the Developer Project Cost Subaccount.

Section 3.2 Failure to Make Payment.

(a) In the event the Town should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Developer Project Cost Subaccount is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit Tax Increment Revenues to the Developer Project Cost Subaccount and its obligation to make payment out of the Developer Project Cost Subaccount to the Developer.

(b) Any payment from the Town to the Developer not paid within thirty (30) days following the Tax Payment Date, as specified in Section 3.1 above, shall be subject to payment of interest by the Town at the same rate applicable to refunds of abated property taxes. The provision in this section 3.2(b) of an interest rate on late payments by the Town shall not limit Developer's right under section 5.2 below to collect or require immediate payment of past due Town payments.

Section 3.3 Manner of Payments.

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

Section 3.4 Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the Town to make payments described in the Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgement by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5 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 or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Developer Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the Town, the State of Maine, or any other Town or political subdivision to levy or to pledge any form of taxation whatever therefore, or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV
PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of and Grant of Security Interest in Developer Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge the Developer Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to the Developer.

Section 4.2 Perfection of Interest.

(a) To the extent deemed necessary or desirable by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to Perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the Town with respect thereto) shall be borne exclusively by the Developer. In the event such a fund is established under the control of a trustee or fiduciary, the Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund 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.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the Town's responsibility shall be limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by the Developer. The Town shall have no liability for payment over of the funds concerned to the Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of the Developer's designated escrow agent, trustee or other fiduciary, the Town shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the Town.

Section 4.3 Further Instruments.

The Town shall, upon the reasonable request of the Developer from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of the Agreement; provided, however, that the Developer shall pay the Town's costs of counsel related thereto and no such instruments or actions shall pledge the credit of the Town.

Section 4.4 No Disposition of Developer Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5 Access to Books and Records.

All nonconfidential books, records and documents in the possession of the Town or the Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer Project Cost Subaccount shall at all reasonable times be open to inspection by the Town and the Developer, their agents and employees.

ARTICLE V
DEFAULTS AND REMEDIES

Section 5.1 Events of Default.

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

(a) Any failure by the Town to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Developer Project Cost Subaccount as and when due;

(c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

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

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

Section 5.2 Remedies on Default.

Subject to the provisions of Section 8.11, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be below concerning dispute resolution continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be 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.

Section 5.3 Remedies Cumulative.

Subject to the provisions of Section 8.11 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses.

Subject to the provisions of Section 8.11 below concerning dispute resolution, in the event the Town or the Developer should default under any of the provisions of this Agreement, and the nondefaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand therefor, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the non-defaulting party.

ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1 Effective Date and Term.

This Agreement shall remain in full force from the Effective Date hereof and shall expire upon the sooner of the completion of the CEA Years or the Town fully complies with all deposit and payment obligations herein, unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2 Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of the Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Developer may from time to time pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing improvements by or on behalf of the Developer within the District, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for financing such development, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The Town agrees to execute and deliver any other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein without the need for additional approval or action by the Town Council. The Developer shall pay the Town's costs of counsel with respect to any such pledge or assignment documentation.

Section 7.2 Pledge, Assignment or Security Interest.

Except as provided in Section 7.1 hereof, and except for the purpose of securing financing for improvements by or on behalf of the Developer within the District or for an assignment to a successor entity, an affiliate entity or any other entity controlled by the Developer, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without consent of the legislative body of the Town, which consent shall not be unreasonably withheld or delayed.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, or the sale of all or a portion of the assets or equity of the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred if the Town consents, which consent shall not be unreasonably withheld.

Section 8.2 Parties-In-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other

than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3 Severability.

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

Section 8.4 No Personal Liability of Officials of the Town.

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

Section 8.5 Counterparts.

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

Section 8.6 Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:
Town Manager
Town of Scarborough
P.O. Box 360
Scarborough, Maine 04070-0360

If to the Developer:
Rocco Risbara, III
Peter Michaud

Crossroads Holdings LLC
P.O. Box 485
Scarborough, ME 04070

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

Section 8.8 Amendments.

This Agreement may be amended only with the concurring written consent of both the parties hereto. If there is a material change in circumstances that impacts either party's ability to perform under the Agreement terms or standards, including but not limited to legislative action of the Town by Town Council vote or referendum that results in a materially negative impact on the Developer's ability to achieve the performance standards set forth in Section 2.3 or achieve the development within the Approved Master Plan, the Town and the Developer agree to meet and negotiate in good faith whether an amendment is warranted.

Section 8.9 Benefit of Assignees or Pledgees.

The Town agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for improvements by or on behalf of the Developer within the District and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10 Integration.

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

Section 8.11 Dispute Resolution.

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may make a request for mediation. The request shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. Any such mediation will take place in Scarborough, Maine or such other location as

mutually agreed by the parties. If the mediation is unsuccessful, any party may initiate a lawsuit in a court of competent jurisdiction.

Section 8.12 Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13 Progress Updates.

The Developer agrees to provide a written report and appear before the Town Council at a public meeting on annual basis before the end of CEA Years 1 through 4 for the purpose of providing an update regarding the status and progress of the Developer's project. Such report for each CEA Year must contain the following components:

- Percent completion toward next applicable performance measure(s);
- Complete assessment of infrastructure buildout;
- Outlook of work to be accomplished before the next update;
- Recitation of all conditions restricting non-residential development and initiatives being undertaken to promote non-residential development; and
- Recitation of all conditions restricting satisfactory progress towards fulfillment of the requirements set forth in Sections 2.3(b)(2), 2.3(b)(3) and 2.3(b)(5) herein, including any zoning restrictions.

As a part of the annual updates in CEA Years 1 to 5, the Town shall update the Developer on progress made pursuant to the public processes contemplated in Sections 8.14 and 8.15 below. The Town shall also participate in the preparation and presentation of the reports required under this Section to provide to the Developer and the Town Council all information available to it regarding assessment values, permits issued, zoning amendments, Town initiatives to promote non-residential development, and any other information traditionally within the custody of the Town that is relevant to the reports required hereunder.

Before the end of CEA Year 5 (on or before March 31, 2024) there shall be a more formal review of the Developer's project status. In addition to the reporting requirements above, this review will focus on the progress of non-residential build out, infrastructure and roads/utilities and also to evaluate the pace and mix of the residential build out. The evaluation will provide both parties with opportunity to validate and revise financial assumptions and modeling underlying this Agreement. It will include specific reporting on the key performance metrics enumerated in Section 2.3(b), provided that the Developer shall not be required to share proprietary information related to anticipated projects or other development as part of this reporting requirement. This review may be used for revisions to the Agreement as appropriate and mutually agreed, including current and future funding and payout formulas and timing.

For the remaining term of this Agreement the Developer agrees to provide updates, using the same reporting requirements as CEA Years 1- 4, on at least a biannual basis.

Section 8.14 Downtown Project Process.

The Town agrees to undertake a public process to define and refine the elements and costs of a Downtown, such process to be completed no later than the end of CEA Year 5 (March 31, 2024). It is the expectation of both parties that the Developer will be a prominent participant in such process. The Developer agrees to reserve land within the Developer Property for the inclusion of and suitable for a Downtown within the Approved Master Plan until March 31, 2024. This time period may be extended if the process is underway and the parties agree to a specified extension term in writing. Following the public process, the parties may decide to commit to a new or amended credit enhancement agreement.

Section 8.15 Community Center Process.

The Town agrees to undertake a public process to define and refine the elements and costs of a Community Center, such process to be completed no later than CEA Year 5(March 31, 2024). It is the expectation of both parties that the Developer will be a prominent participant in such process. The Developer agrees to reserve land within the Developer Property for the inclusion of and suitable for a Community Center incorporated into the Downtown area and identified within the Approved Master Plan until March 31, 2024. Following the public process, the parties may decide to commit to a new or amended credit enhancement agreement.

Section 8.16 School Building Process.

The Town agrees to undertake a public process to define and refine the elements and costs of a school building project to be located on the Developer Property, such process to be completed no later than CEA Year 5 (March 31, 2024). It is the expectation of both parties that the Developer will be a prominent participant in such process. The Developer agrees to reserve land within the Developer Property for the inclusion of a site suitable for a school and associated supporting land within the Approved Master Plan. This time period may be extended if the

process in underway and the parties agree to a specified extension term in writing. Following the process, the parties may decide to commit to a new or amended credit enhancement agreement.

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

WITNESS:

_____

TOWN OF SCARBOROUGH

By:_____
Name: Thomas Hall
Its Town Manager, authorized pursuant to
Town Council vote on _____

WITNESS:

_____

CROSSROADS HOLDINGS LLC

By:_____
Name:_____
Its _____