

**SOUTH BERWICK TOWN COUNCIL
PUBLIC HEARING
PUNKIN TOWN ROAD & CMP CORRIDOR MUNICIPAL
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
AUGUST 10, 2010**

Chairman David Burke opened the hearing at 6:30pm. Councilors present included Michelle Kareckas, Jean Demetracopoulos, and Gerald W. MacPherson, Sr. Interim Town Manager Roberta Orsini and Shana Cook-Mueller and Kevan Rinehart from Bernstein Shur were also in attendance. David H. Webster was not present.

The purpose of the hearing was to receive public comment on the proposed Tax Increment Financing District (TIF), which is located on or around Route 236, Punkin Town Road, **Knight's Pond Road, Emery's Bridge Road, and Agamenticus Road, which properties are** identified on the following South Berwick Tax Assessor Maps: Map 1 Lot 26, Map 1 Lot 27, Map 12 Lot 54A, Map 12 Lot 67, Map 12 Lot 95, Map 12 Lot 96, Map 12 Lot 97, Map 1 Lot 33, Map 1 Lot 34, and Map 2 Lot 9-1.

-Ms. Cook-Mueller and Ms. Rinehart explained that this district is being established now so that the Town can take advantage of the new value for the 2011 tax commitment.

-Richard Clough, Academy St, stated that he was happy to see forward movement on the TIF. He questioned why the maps do not show the district extending to the Eliot town line. **Craig Skelton, Assessing Agent, explained that CMP doesn't own the properties** to the town line; they only have easements on the properties. Mr. Skelton went on to clarify that the poles and lines located on the properties with easements are being taxed; they are included with all of the other poles and lines in one personal property tax bill.

-Mr. Clough also asked if the money from this TIF District can be used for the downtown district even though it has not been established yet. Mr. Burke stated that the downtown district will be established later. Ms. Rinehart explained that this district is being done now for budgeting reasons and the downtown district will follow. The downtown district does not have any new value to capture for this budget and was not the priority. **The downtown district must be established by March 31, 2011 to allow money from the "CMP District" to be used for the downtown district.**

-Mrs. Demetracopoulos asked if a 30 year term is set for the district, would we have the ability **to 'wean ourselves off' of the TIF so there won't be a big drop at the end of the term.** Ms. Cook-Mueller explained that a declining value can be used in the last years of the term.

-Mrs. Kareckas asked about the differences between TIF revenue and tax revenue. Fern Houliaras, bookkeeper, stated that TIF revenue could be looked at like a special revenue account. It was also explained that the TIF revenue can be used once collected, as long as it is used for a designated development program.

Mr. Burke received clarification that the TIF revenues must be placed in a separate account by law.

The hearing was closed at 6:45pm.

Attest:

Barbara Bennett, CCM

**SOUTH BERWICK
BOARD OF ASSESSORS
AUGUST 10, 2010**

Chairman David Burke called the meeting to order at 6:48pm. Councilors present included Michelle Kareckas, Jean Demetracopoulos, and Gerald W. MacPherson, Sr. Interim Town Manager Roberta Orsini and Assessing Agent Craig Skelton were also in attendance. David H. Webster was not present.

The Board discussed the fiscal year 2011 Tax Commitment. Mr. Skelton explained that adjustments made to values based on deed changes, new construction, and additions have increased by \$1,155,085. Taxable value of business personal property was reduced by \$302,200 and business equipment enrolled in the BETE (Business Equipment Tax Exemption) program has increased by \$583,200. Mr. Skelton also explained that there has been a legislative change in the Homestead Exemption. The effect for South Berwick is a reduction in the exemption from \$11,700 to \$9,500, based on our 95% valuation; and an overall increase in taxable value of \$4,000,000. Mr. Skelton recommended a tax rate of \$15 per \$1000 of valuation for the 2011 fiscal year.

The amount of the overlay was a significant concern and discussed at length. The economy, effect of bonding for the library (if passed in November), the use of the undesignated fund to help offset a rate increase next year, and the school losing over \$821,000 in stimulus funds next year were all considered. Fern Houliares, bookkeeper, made note that due to our minimal undesignated fund balance, it has been difficult the last couple of years to make the monthly school payment, especially in the summer prior to taxes being received. Comment was made that the school has been working with us; however, they have also used a large amount of their funds to help offset their current budget and may not be able to be as flexible in the future. Mrs. Demetracopoulos stated that the Town cannot afford to continue absorbing the increases created by the school budget; and the public needs to be more active in the school budget process.

On a motion by Mr. MacPherson, seconded by Mrs. Demetracopoulos, it was unanimously voted to set the tax rate for fiscal year 2011 at \$15.10 per \$1000 of valuation, with a 4.99% overlay of \$466,012.16.

On a motion by Mr. MacPherson, seconded by Mrs. Kareckas, it was unanimously voted to adjourn the meeting at 7:23pm.

Attest:

Barbara Bennett, CCM
Town Clerk

SOUTH BERWICK TOWN COUNCIL AUGUST 10, 2010

Chairman David Burke called the meeting to order at 6:46pm. Those present included Councilors Michelle Kareckas, Jean Demetracopoulos, and Gerald W. MacPherson, Sr. Interim Town Manager Roberta Orsini was also in attendance. David H. Webster was not present.

TIF DESIGNATION

1. On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to **establish the "Punkin Town Road and CMP Corridor Municipal Development and Tax Increment Financing District"**. The District is comprised of the properties as listed on the tax maps: Map 1 Lot 26, Map 1 Lot 27, Map 12 Lot 54A, Map 12 Lot 67, Map 12 Lot 95, Map 12 Lot 96, Map 12 Lot 97, Map 1 Lot 33, Map 1 Lot 34, and Map 2 Lot 9-1.

The Council by unanimous consent issued order 2010-01 as follows:

WHEREAS, The Town of South Berwick (the "Town") is authorized pursuant to Chapter 206 of Title 30A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as the Punkin Town Road and CMP Corridor Municipal Development and Tax Increment Financing District (the "District"); and

WHEREAS, there is a need for economic development in the Town of South Berwick, 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 of South Berwick; and to improve the general economy of the Town of South Berwick and the surrounding region; and

WHEREAS, designation of the District is the first step that, together with the eventual approval and implementation of a Development Program, will help to improve and broaden the tax base in the Town of South Berwick and improve the economy of the Town of South Berwick 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 South Berwick near the CMP Corridor and Punkin Town Road through the establishment of the District in accordance with the provision of Chapter 206 of Title 30A of the Maine Revised Statutes, as amended; and

WHEREAS, the Town desires to designate the District; 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.**

ORDERED AS FOLLOWS:

Section 1. The Town of South Berwick hereby designates the Punkin Town Road and CMP Corridor Municipal Development and Tax Increment Financing District; such designation to be pursuant to the following findings, terms, and provisions:

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

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and

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

c. The original assessed value of all existing and proposed tax increment financing districts (including the proposed District) does not exceed five percent (5%) of the total value of the equalized taxable property within the Town as of April 1, 2010; and

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

Section 3. The Town Clerk, or her duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program of the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30A MRSA §5226.

Section 4. The foregoing designation of the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District by the State of Maine Department of Economic and Community Development, without requirement of further action by the Town, the Town Council, or any other party.

On a motion by Mrs. Kareckas, seconded by Mr. MacPherson, it was unanimously voted to recess the meeting at 6:48pm to accommodate a scheduled Board of Assessors meeting.

The Council reconvened at 7:23pm.

APPROVAL OF MINUTES

1. Town Council 7-27-10: On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to adopt the minutes as written.

SIGNING OF TREASURER'S WARRANT – August 10, 2010

On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to sign the warrant.

PUBLIC COMMENT

1. Clifford Cleary, Spillane's Hill, commented that the sidewalks and curbing need to have the grass and weeds removed. Mrs. Orsini stated that South Berwick no longer has anyone certified to perform the work and it had to be contracted out. It should take about 2 weeks to complete.

2. Audrey Fortier, Rodier Rd, asked about the workshop mentioned on the bottom of the agenda. Mr. Burke explained that the workshop has been scheduled to accommodate a resident with concerns on Bennett Road. Mrs. Fortier, at the end of public comment, cautioned the Council about spending any public funds on a private road.

3. Richard Clough, Academy St, commented/asked questions on several issues.

-The sign notifying residents of meetings has not been placed on the Town Hall lawn. He volunteered to help with moving the sign in and out.

-Asked when Witchtrot Road would be paved. Mrs. Orsini stated that PWD is trying to finish up some small projects before tackling Witchtrot, which will hopefully be paved this fall.

-Commented that Bennett Road was discontinued by the Town, while retaining a recreational easement. He added that since the road is now private, public money cannot be spent on it.

4. Patti Mitchem, Friend's of the Library, expressed her concerns that answers to the questions brought up at recent informational meeting would not be printed in the Quamphegan newsletter. It was agreed that the questions and answers could be posted on the website. **Ms. Mitchem also announced that the Friend's will hold a campaign kick-off on August 30th.**

TOWN MANAGER'S REPORT

-Received letter from State informing the Town that the data collection for Great Hill Road is complete. The DOT will forward their recommendation to the Commissioner of Transportation and Maine State Police for their decisions, we will then be notified.

-The Berwick Selectmen would like to meet with the Council to discuss the PWD position. They would like a Tuesday and are looking at holding a workshop on August 31st. Unanimous consensus of the Council was to authorize the Interim Manager to advertise the position in case an agreement with Berwick is not reached.

-York County Community Action would like to meet with the Council as part of a regular meeting to take a new approach on how they make their budget request.

-Have received the contract from Efficiency Maine for the \$10,000 template grant. This is the grant the Energy Efficiency Advisory Committee applied for to review the Town fleet. It will be on the next agenda for acceptance.

-Comcast preliminary build-out cost is at \$495,000; they are still waiting on 4 invoices from sub-contractors. The original estimate for the build-out was \$485,000. That equates to only a 2% difference which falls well within the agreement.

-Bids for the 1963 Jeep and 2000 Crown Victoria were opened on Monday, August 9th. The high bid on the Jeep was \$6,859 and the Crown Vic was \$327. Note was made that the funds would be placed in the appropriate capital accounts.

-Provided a picture of a "Greeter" sign for the Town Hall. Consensus was to move forward by contacting the Scouts about a sign.

-Painting street lines and crosswalks will begin this week. Significant changes to crosswalks should be done when the road is paved.

-The Energy Efficiency Advisory Committee has provided very informative hand-outs about the Efficiency Maine weatherization programs.

-Received consensus to hire Terry Oliver to complete the FEMA paperwork related to the spring storms. Current staff does not have time and Mr. Oliver is very familiar with it and will be able to complete it much quicker. **She added that it wouldn't cause a budget overage.**

NEW BUSINESS

1. On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to hold a public hearing on Tuesday, August 24, 2010 at 6:30pm to receive comment on the proposed Shoreland Zoning Ordinance. Mrs. Kareckas thanked Mrs. Demetracopoulos for taking the time to organize the recommendations from the State.

Mrs. Orsini explained that Table C needed clarification. It was agreed that the maximum lot coverage in the B2 Zone should be the same as the Zoning Ordinance, which is 50%.

2. Cemetery Conservation Master Plan:

Gillian Cusack, Waterside Ln, encouraged the Council to approve the expenditure. Richard Clough, Academy St, Cliff Cleary, Spillane's Hill, and Audrey Fortier, Rodier Rd, all expressed their agreement that the project has merit, but raised concerns including spending tax money on property not owned by the Town and the potential extent of the project. Mr. Clough suggested adding the item to a town meeting warrant for consideration by the taxpayers.

Mrs. Kareckas made a motion to expend \$1200 from the undesignated fund for the purpose of completing a Conservation Master Plan for the Free Will Baptist Cemetery and the Old Fields Burying Ground. The motion was seconded by Mrs. Demetracopoulos for discussion.

-Mr. MacPherson stated that he has been a member of the South Berwick Cemetery Committee for many years and the Committee currently oversees the maintenance of 4 cemeteries in town, 2 of which are still active. The Committee has made requests of the Council to appropriate funds as part of the budget process to help with the maintenance of cemeteries. Each time the funds were cut from the proposed budget; however, the Town has helped the Committee with services and equipment use. He added that there has to be a better way to secure proper maintenance. In response to a comment regarding grants, Mr. MacPherson **stated that there just aren't any out there.**

-Mrs. Demetracopoulos agreed with Mr. MacPherson that a longer term solution is needed.

-Mrs. Kareckas suggested fundraising.

-Mr. Burke received clarification that the expenditure would only provide for a plan, no work would be done.

-Mrs. Demetracopoulos commented that the plan would be nice, but we are not prepared to do anything after the report is completed.

-Mr. MacPherson commented that there would be ongoing costs with such a plan.

-Mrs. Demetracopoulos expressed her frustration that the residents involved were told during budget workshops to return with their request in the summer. (It was felt that it should be a one-time expense and not become part of the budget). She added that **it wasn't fair to make** the implication that the funds would be appropriated at that time. Mrs. Demetracopoulos suggested applying to the Strawberry Festival Committee for a grant.

The motion to expend the \$1200 for a Cemetery Conservation Master Plan failed unanimously.

3. The Council briefly discussed the request from Eliot (by an Eliot resident) to change the status of the Dover-Eliot Rd (aka Route 101) to **"Limited Access"**.

It was agreed that South Berwick had no jurisdiction to place restrictions on a state road. Mrs. Demetracopoulos commented that the letter from the Eliot resident had some inaccuracies. **She added that the required DOT steps to restrict truck use haven't been met, especially in** regard to the alternate route not creating severe safety or congestion issues. Not allowing trucks to use Route 101 (to access Dover) would require many of them to come all the way into South Berwick on Route 236 to take a left onto Route 4.

Unanimous consensus was to authorize the Interim Manager to send a letter to the Eliot Selectmen stating that South Berwick has no jurisdiction and could not support the request.

4. On a motion by Mrs. Kareckas, seconded by Mr. MacPherson, it was unanimously voted to accept the 2010 ATV Enforcement Grant in the amount of \$2000. Note was made that the match would be covered by in-kind services.

5. On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to cast the MMA ballot for Vice-President and three members of the Executive Committee, by marking the ballot in favor of Sophia Wilson, (Brownville) for Vice President and Michelle Beal (Ellsworth), Marston Lovell, (Saco) and Robert Yandow (York) for the Executive Committee.

COUNCIL MEMBER COMMENTS

1. Mrs. Kareckas:

-Congratulated Mr. Burke for his obtaining a seat on the MMA Legislative Policy Committee.

-Will research the last 10 years of Library Reserve Account to see how much has been donated in the past, how much still remains, **and what's been done with the expended funds.** Mrs. Orsini stated that information is already available on a spreadsheet.

-Would like yearend numbers for the Regional Maintenance Facility. She added that nothing has been provided for months. Mrs. Orsini explained that former Manager Schempf chose not **to provide them.** She added that **we don't have all of the invoices** and billing is not complete, but she will get the most current numbers.

-Expressed her concerns with the Air Quality report **for the Young Street property; "why don't we just put a dehumidifier in".** Mrs. Orsini stated that the report has not yet been reviewed by our environmental engineers.

-Commented that this was the 40th year for the library in their temporary location.

2. Mrs. Demetracopoulos:

-Agreed that the Air Quality report be sent to Ransom for review. The report did indicate that mold levels have decreased and 1 type has been eliminated.

3. Mr. Burke:

-Sincerely thanked Jean Demetracopoulos for her work maintaining the memorial island, especially in the heat.

-Attended the Eliot Bicentennial parade. He added that he was embarrassed that South Berwick had not participated. Note was made that Eliot may not have asked. Mrs. Orsini **stated that the Manager's office had not received** any requests. Mr. Burke asked for consensus to write a proclamation congratulating them on their Bicentennial.

ADJOURNMENT

On a motion by Mrs. Kareckas, seconded by Mr. MacPherson, it was unanimously voted to adjourn the meeting at 8:40pm.

Attest:

Barbara Bennett, CCM

**SOUTH BERWICK TOWN COUNCIL
SPECIAL MEETING
AUGUST 19, 2010**

Chairman David Burke called the meeting to order at 5:30pm. Those present included Councilors Michelle Kareckas, Jean Demetracopoulos, and David H. Webster. Gerald W. MacPherson, Sr. arrived late.

EXECUTIVE SESSION

1. On a motion by Mr. Webster, seconded by Mrs. Demetracopoulos, it was unanimously voted to enter executive session at 5:32pm pursuant to 1MRSA §405.6A to discuss a personnel issue.

The Chairman reported the following to the Clerk:

On a motion by Mr. Webster, seconded by Mr. MacPherson, it was unanimously voted to end the executive session at 7:14pm.

ADJOURNMENT

On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to adjourn the meeting at 7:15pm.

Attest:

Barbara Bennett, CCM

TOWN OF SO. BERWICK
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00052408	132500 SECRETARY OF STATE M/V	08/24/2010	15,198.57
00052409	132400 MAINE SAD #35	08/24/2010	200,000.00
00052410	189999 REFUNDS	08/24/2010	165.00
00052411	140532 NCO FINANCIAL SYSTEMS INC	08/24/2010	16.57
00052412	050815 EMPLOYEE HEALTH & BENEFITS	08/24/2010	605.73
00052413	209999 TAX REFUNDS	08/24/2010	44.14
00052414	140532 NCO FINANCIAL SYSTEMS INC	08/24/2010	15.59
00052415	010285 ADMIRAL FIRE & SAFETY INC	08/24/2010	39.95
00052416	010336 AGGREGATE RECYCLING CORP	08/24/2010	2,631.66
00052417	010585 AMAZON	08/24/2010	97.70
00052418	010740 AMERIFLEX CLAIMS ACCOUNT	08/24/2010	912.00
00052419	011422 KERA ASHLINE	08/24/2010	52.35
00052420	020225 BAKER & TAYLOR	08/24/2010	373.30
00052421	020500 BARRON BROS DEVELOPMENT INC	08/24/2010	3,000.00
00052422	021300 BERNSTEIN SHUR	08/24/2010	3,711.75
00052423	021668 BLOW BROS	08/24/2010	53.50
00052424	022150 BOSTON CO.	08/24/2010	2,200.00
00052425	030530 CENTRAL TIRE CO INC	08/24/2010	1,021.88
00052426	030510 CENTRAL MAINE POWER	08/24/2010	429.08
00052427	030565 CHEAPER THAN DIRT	08/24/2010	175.49
00052428	030920 CLEAN-O-RAMA	08/24/2010	549.43
00052429	031430 COMCAST	08/24/2010	95.00
00052430	032002 ONE COMMUNICATIONS	08/24/2010	1,094.46
00052432	032030 CUMMINS NORTHEAST INC	08/24/2010	60.00
00052433	040130 BOB DEARBORN	08/24/2010	100.00
00052434	040300 DEMCO	08/24/2010	155.49
00052435	041100 DOWLING CORPORATION	08/24/2010	184.80
00052436	050815 EMPLOYEE HEALTH & BENEFITS	08/24/2010	765.79
00052437	060100 HOWARD P FAIRFIELD INC	08/24/2010	192.30
00052438	141000 FAIR POINT COMM	08/24/2010	138.21
00052439	061535 FRIENDS/SOBERW SR CTR	08/24/2010	140.25
00052440	010525 G&K SERVICES	08/24/2010	1,250.53
00052441	070270 GAYLORD BROTHERS	08/24/2010	118.96
00052442	180478 RICHARD GENEST INC	08/24/2010	280.00
00052443	071086 GREAT WORKS FAMILY PRACTICE	08/24/2010	100.00
00052444	071307 GULF/FLEET FUNDING	08/24/2010	40.00
00052445	191330 HANNAFORD'S	08/24/2010	369.17
00052446	080248 HANSCOM'S TRUCK STOP INC	08/24/2010	6,259.58
00052447	080650 HIGHSMITH	08/24/2010	28.26
00052448	022665 C.E. HOLMES CONSTRUCTION	08/24/2010	3,972.00
00052449	080998 HOME DEPOT	08/24/2010	188.66
00052450	081305 HSE GOULD	08/24/2010	168.38
00052451	081340 HUB INTERNATIONAL	08/24/2010	455.00
00052452	090460 INTERSTATE BATTERY/MAINE	08/24/2010	211.90
00052453	100185 JENSEN BAIRD GARDNER & HENRY	08/24/2010	43.75
00052454	100317 REBECCA JOHNSON	08/24/2010	39.78
00052455	100820 FRED KEEN	08/24/2010	75.00
00052456	110520 KJE AUTOMOTIVE MACHINE INC	08/24/2010	70.00
00052457	141367 KONE INC	08/24/2010	175.50
00052458	140500 LABORATORY CORP/AMERICA HOLDIN	08/24/2010	120.20
00052459	120510 LAWSON PRODUCTS INC.	08/24/2010	81.01
00052460	120970 LIBBY SCOTT INC.	08/24/2010	99,829.89
00052461	121300 LINCOLN PRESS	08/24/2010	36.20
00052462	127000 CORRINE J MAHONY	08/24/2010	460.00
00052463	132400 MAINE SAD #35	08/24/2010	106,747.81
00052464	130626 MAINE OXY/SPEC AIR GASES	08/24/2010	36.47

TOWN OF SO. BERWICK
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00052465	133375 MAINE ENERGY RECOVERY CO.	08/24/2010	2,946.62
00052466	133195 MAINE TURNPIKE AUTHORITY	08/24/2010	8.45
00052467	133358 W.B.MASON	08/24/2010	399.01
00052468	133377 MBOIA	08/24/2010	35.00
00052469	134200 MAINE MUNICIPAL ASSO (INS)	08/24/2010	32,441.00
00052470	134300 MAINE MUNICIPAL EMPLOYEES	08/24/2010	3,916.63
00052471	134601 EXXON/MOBIL	08/24/2010	329.99
00052472	140090 N.A.D.A. APPRAISAL GUIDES	08/24/2010	90.00
00052473	140105 NAPA OF SOMERSWORTH	08/24/2010	419.96
00052474	140531 NATIONAL PEN CORPORATION	08/24/2010	73.00
00052475	141300 NO.BERWICK LUMBER & HARDWARE	08/24/2010	76.75
00052476	200700 PIKE INDUSTRIES INC	08/24/2010	3,602.91
00052477	160692 POLAND SPRING	08/24/2010	142.03
00052478	160810 PORTLAND GLASS	08/24/2010	240.00
00052479	160900 PORTLAND NORTH TRUCK CENTER	08/24/2010	547.80
00052480	170000 QUILL CORPORATION	08/24/2010	309.75
00052481	180125 RANSOM ENVIRONMENTAL INC	08/24/2010	1,495.00
00052482	180185 RCP LLC	08/24/2010	387.50
00052483	190680 SEACOAST REDICARE	08/24/2010	32.00
00052484	132500 SECRETARY OF STATE M/V	08/24/2010	17,713.46
00052485	191900 SO BERWICK EMERGENCY RESCUE	08/24/2010	6,951.24
00052486	193410 SO MAINE REGIONAL PLANNING CM	08/24/2010	4,170.79
00052487	193605 SOUTHWORTH-MILTON, INC	08/24/2010	273.63
00052488	193622 SPRINGER ELECTRICAL SERV INC	08/24/2010	3,042.63
00052489	193640 STAPLES	08/24/2010	242.65
00052490	180250 SYSCO:NORTHERN NEW ENGLAND	08/24/2010	379.65
00052491	200545 TERMINIX INTERNATIONAL	08/24/2010	166.00
00052492	200920 DANA TOBEY'S HEATING	08/24/2010	2,027.50
00052493	133107 TREAS,STATE OF MAINE/DEP	08/24/2010	247.00
00052494	201300 TWO-WAY COMMUNICATION SERV INC	08/24/2010	7,089.69
00052495	210750 VACUUM VILLAGE	08/24/2010	40.94
00052496	211500 VERIZON WIRELESS	08/24/2010	643.56
00052497	230300 WALMART COMMUNITY BRC	08/24/2010	212.67
00052498	230915 WHITED TRUCK CENTERS	08/24/2010	443.36
00052499	230950 BRUCE WHITNEY	08/24/2010	700.00
00052500	241255 XEROX CORPORATION	08/24/2010	110.02
00052501	240900 YORK COUNTY REGISTRY OF DEEDS	08/24/2010	246.75
Total Not Prepaid			331,527.38
Total Prepaid			216,045.60
Grand Total			547,572.98

08/19/2010

TOWN OF SO. BERWICK
CHECK REGISTER

Check Number	-----Account-----	Date Paid	Amount
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WARRANT NUMBER	\$ 547,572.98	DATE 08/19/2010
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* * * TREASURER'S WARRANT * * *

THIS IS TO CERTIFY THAT THERE IS DUE AND CHARGEABLE TO THE APPROPRIATIONS LISTED ABOVE THE SUM SET AGAINST EACH NAME AND YOU ARE DIRECTED TO PAY UNTO THE PARTIES NAMED IN THIS SCHEDULE.

TOWN COUNCIL:

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Memorandum

August 16, 2010

To: South Berwick Town Council
From: South Berwick Building Committee

Subj: YOUNG ST. SITE DEVELOPMENT RECOMMENDATION

On July 27, 2010, the Town Council charged the "...Building Committee with investigating potential development options for the Young Street property." The Building Committee met on August 12, 2010 and recommends the following as the best option, of four considered, to proceed:

1. That the Town Council choose, with the help of the Building Committee and using an open competitive selection process, a development team to plan the site with the intent that this team will continue with further development/build-out.

The other three options include:

2. Team with a developer using a competitive bid approach.
3. Pay either SMRPC or private firm to develop a site plan.
4. Building Committee develop a site plan.

Please note that options 3 & 4 will ultimately involve a developer to execute the plan.

We have begun to consider ways to implement our recommendation and a timeline to carry it out, but await further direction from the Town Council.

Respectfully submitted,

Brad Christo, Mark Gagnon, Tom Harmon, Dave Stansfield, Fred Wildnauer
South Berwick Building Committee

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 1
Agenda Item: Resignation from Conservation Commission	
Interim Town Manager's Recommendation	
The Conservation Commission has received a resignation from Dolores Leonard.	
Requested Action	
Motion to accept Dolores Leonard's resignation with regret and thanks for her service to the Town.	
Vote	

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 2
Agenda Item: Accept Template Grant from Efficiency Maine	
Interim Town Manager's Recommendation	
<p>The Energy Committee's grant application to Efficiency Maine under the ARRA Template Grant program has been approved. The contract forwarded by Efficiency Maine Trust is attached here for your review. The estimated timeline for this project is 14 months. This has been discussed with Michael Barden; he has approved this timeline and suggests we alter the ending date on the contract.</p> <p>In order to move forward a motion to accept this grant is requested.</p> <p>From Town Manager's report: 11/9/10 -Mentioned that there is a small energy grant available (\$10,000) to municipalities and the application deadline falls before the next Council meeting. The grant requires a match of in kind services. Molly Colman has agreed to put up the website for the energy committee and some of the Public Works Director's time could both be used toward the match.</p>	
Requested Action	
<p>Motion to accept the ARRA Grant Contract No. 20100721*0046 and authorize the Interim Town Manager to sign the agreement with Efficiency Maine Trust.</p>	
Vote	

July 27, 2010

Town of South Berwick
Attn: John Schempf
180 Main Street
South Berwick, ME 03908-1535

Subject: **ARRA Grant Contract, Contract No. 20100721*0046**

Dear Mr. Schempf:

As the new director of the Efficiency Maine Trust, I am privileged to lead statewide efforts to help Maine consumers save energy through the installation of measures to increase energy efficiency. As you may know, the Trust has assumed responsibility for all such efforts as of July 1, 2010.

Part of this responsibility means acknowledging when our own operations are not performing up to our high expectations, as is the case for the execution of the contract with you for funds from the American Recovery and Reinvestment Act (ARRA or "federal Stimulus"). I have recently become aware that many of these contracts have not been finalized and you are still waiting for your money. The delay you have experienced is well beyond what is reasonable. I take full responsibility for the situation and want to express my deepest regrets and assurances that this is not the level of customer service you should expect from the Trust now or in the future. It must change, and it will change immediately.

One of the benefits of the new law that created the Trust is that our process for approving contracts and cutting checks is dramatically simpler and faster than was previously the case. What used to require multiple signatures now requires just one. With this letter, I am including your contract that is already approved and signed by me. We have made minor changes to reflect that the Trust is now the signing party and to provide full disclosure of applicable federal requirements for use of ARRA funds. Enclosed are three copies of your contract and a marked-up copy of the standard contract so you can see where the changes are made. As soon as you return two signed copies to the Trust, with an invoice for the Initial Disbursement pursuant to Rider B, section 2 of your contract, we will issue the payment and send it to you.

Again, I offer my most sincere apology for the delay in your receipt of funds for your important energy efficiency or alternative energy projects. Please do not hesitate to contact our office if you have further questions or concerns about our performance.

We want satisfied customers. With your patience and your suggestions about how we can improve, we will get there.

Best regards,

A handwritten signature in blue ink, appearing to read "Michael D. Stoddard".

Michael D. Stoddard
Executive Director

EFFICIENCY MAINE TRUST

American Recovery and Reinvestment Act (ARRA)

Agreement to Purchase Services

THIS AGREEMENT, made this 27th day of July, 2010, is by and between Efficiency Maine Trust, an independent agency of the State of Maine, hereinafter called the "Trust," and the Town of South Berwick, located at 180 Main Street, South Berwick, ME 03908-1535, telephone number (207) 384-3300 ext 115, hereinafter called "Provider", for the period of 27 July, 2010 to 31 December, 2010.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Trust, the Provider hereby agrees with the Trust to furnish all qualified personnel, facilities, materials and services and in consultation with the Trust, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider G - Identification of Country in Which Contracted Work will be Performed
- Attachment: Application submitted by the Town of South Berwick

IN WITNESS WHEREOF, the Trust and the Provider, by their representatives duly authorized, have executed this agreement in three original copies.

EFFICIENCY MAINE TRUST

PROVIDER: Town of South Berwick

By: 
Michael Stoddard, Executive Director

By: _____
Name: _____
Title, Provider Representative

Total Agreement Amount: **\$10,000.00**

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING MATRIX

A.	STATE GENERAL FUNDS	\$ _____
B.	FEDERAL FUNDS	\$ _____
C.	FEDERAL ARRA STIMULUS FUNDS	<u>\$10,000.00</u>
E.	OTHER FUNDS	\$ _____
	AGREEMENT TOTAL	<u>\$10,000.00</u>

Contract #: <u>20100721*0046</u>	
Name of Awarding Federal Agency: <u>U.S. DOE</u>	Award Name: <u>EECGB</u>
Federal Award #: <u>DE0000746</u>	CFDA #: <u>81.1128</u>
DUNS #: <u>169181187</u>	CCR Validity Date:

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The work to be performed under this Agreement to Purchase Services is that work set forth in the Application submitted by the Town of South Berwick on November 18, 2009, with the following additional specifications:

- NONE

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

1. AGREEMENT AMOUNT \$10,000.00

The Provider recognizes and agrees that the Agreement Amount set forth above comprises federal ARRA stimulus funds administered through the US Department of Energy (“DOE”). DOE may exercise formal federal stewardship in overseeing the project activities performed under this award. Stewardship activities may include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

2. INVOICES AND PAYMENTS The Trust will pay the Provider as follows:

Provider shall submit numbered invoices on letterhead in accordance with the following schedule.

Initial Disbursement: Within 30 days of the date of this Agreement Provider shall submit an invoice for up to 80% (\$8,000.00) of Agreement Amount.

Final Disbursement: The final 20% (\$2,000.00) of Agreement Amount will be disbursed when all specified work and reporting is complete and the Provider has written and submitted its final report.

The Trust will verify accomplishment of Milestones through site visits, review of documentation of work performed, photographs of project installations, and other reasonable means as determined by the Trust’s Agreement Administrator. Payments are subject to the Provider’s compliance with all items set forth in this Agreement and subject to the availability of funds. The Trust will process approved payments within 30 days.

3. NO BENEFITS OR DEDUCTIONS If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Trust, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the Trust or the State.

5. TRUST'S REPRESENTATIVE The Agreement Administrator shall be the Trust's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Trust when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Director of the Trust.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Michael Barden
Title: Grants Administrator
Address: Efficiency Maine Trust, 19 State House Station, Augusta, Maine 04333
Contact: (207) 287-3318 or michael.barden@efficiencymaine.com

This individual is designated as the Agreement Administrator on behalf of the Trust for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Trust may order changes in the work, the Agreement amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the Director of the Trust. Said amendment must be effective prior to execution of the work.

8. **SUBCONTRACTING AND ASSIGNMENT** The Provider shall not assign or otherwise transfer or dispose of its right, title and interest in this Agreement without the express written consent of the Trust. The Provider shall not subcontract, or make a sub-grant for, all or any portion of the work to be performed under this Agreement without the express written consent of the Trust. The consent of the Trust to any assignment or subcontract or sub-grant shall not relieve the Provider of its responsibility for performance of the work. The Provider shall include in any subcontract or sub-grant the terms of this Agreement set forth in Sections 1 to 38.

9. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's

commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Trust's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

h. The Provider shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to providers of Federal financial assistance.

10. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of the Trust or any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18-A (Conflicts of Interest in Contracts with State) or 17 MRSA § 3104 (Conflicts of Interest in State Purchases). The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of the Trust or any State Department or Agency, except regularly retired employees, without the written consent of the Director of the Trust. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Trust who has not been retired for at least one year, without the written consent of the Director of the Trust. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18-A or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the Director of the Trust. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Trust shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13. **RECORD RETENTION AND INSPECTION; SITE VISITS** The Provider shall retain during the term of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies ("MAAP") rules all records, in whatever form, that directly pertain to, and involve the work to be performed under this Agreement. The Provider shall permit the Trust or any authorized representative of the State of Maine, and the United State Controller General or his or her representative or the appropriate inspector general appointed under Section 3or 8G of the Inspector General Act of 1998 or his or her representative (a) to examine such records; and (b) to interview any officer or employee of the Provider or any of its subcontractors or sub-grantees regarding the work performed under this Agreement. The Provider shall furnish copies of such records upon request. The Trust's and DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Provider must provide, and must require its sub-awardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work. The Provider shall include in any subcontract or sub-grant the provisions of this Section 13.

14. **ACCESS TO PUBLIC RECORDS** The Provider hereby agrees to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Trust or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Trust or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Trust in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Trust. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations. Provider is responsible to obtain and maintain all permits, license, and other approvals for the work as may be required under federal, state, or local laws.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees, including, without limitation, the Trust and its trustees, officers, directors, agents and employees, from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Trust's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Trust in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the Director of the Trust before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Trust from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Trust with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the Trust does not receive sufficient funds to fund this Agreement and other obligations of the Trust, if funds are deappropriated, or if the Trust does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the Trust is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Trust may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Trust may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The Trust and the State shall have all common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State Trust or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Trust and the State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **WHISTLEBLOWER PROTECTIONS**

a. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal providers of American Recovery and Reinvestment Act (ARRA) funds, including the State of Maine, and all contractors and grantees of the State of Maine, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Provider must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

b. This term must be included in all subcontracts or sub-grants involving the use of funds made available under the ARRA.

The State of Maine is committed to ensuring that American Recovery and Reinvestment Act funds are used for authorized purposes without fraud, waste, error, or abuse. Any individual with direct knowledge that Recovery Funds are being misused, whether by fraud, waste, error, and/or abuse in the application and utilization of these

funds, should report their observations to the ARRA Fraud Hotline at **1-866-224-3033** or by email to ARRA.Hotline@Maine.gov.

28. **WAGE REQUIREMENTS** All laborers and mechanics employed by providers/contractors and their subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606). The Secretary of Labor's determination regarding the prevailing wages applicable in Maine is available at <http://www.gpo.gov/davisbacon/ME.html>.

29. **REPORTING REQUIREMENT** The award under this Agreement requires the Provider to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (ARRA) and to report on use of ARRA funds provided through this award. Information from these reports will be made available to the public. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of Division A, Title XV of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Provider supply the State with the necessary information to submit these reports to the federal government in a timely manner. The Provider shall report no less than quarterly. Additionally the Provider should be prepared to report more frequently at the State's request. The Provider's failure to provide complete, accurate and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state Trust or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state Trust or agency in law or equity. Noncompliance with reporting requirements may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

30. **AVAILABILITY OF FUNDING** The Provider acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.

31. **FALSE CLAIMS ACT** The Provider shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

32. **CONFLICTING REQUIREMENTS** If the ARRA requirements conflict with State of Maine requirements, then ARRA requirements control.

33. **COMPETITIVE FIXED PRICE CONTRACTS** The Provider, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

34. **SEGREGATION OF FUNDS; RESTRICTION ON USE** The Provider shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA. None of the funds provided under this agreement derived from the ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

35. **JOB POSTING** The Provider will post any jobs that it creates or seeks to fill as a result of this agreement. Providers will post to Maine Career Centers (<http://www.mainecareercenter.com>) notwithstanding any other posting they might make. Any advertisements posted by the provider for positions pursuant to this contract must indicate the position is funded with ARRA funds.

36. **BUY AMERICAN REQUIREMENT** – The provider acknowledges and agrees that:

- a. The Buy American provision in Section 1605 of Division A, Title XVI of the ARRA requires that all “iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a public building or public work” funded in whole or in part by funds made available under the ARRA be “produced in the United States,” unless this requirement is waived by the appropriate federal agency.
- b. Iron and steel are “produced in the United States” if all of the manufacturing processes, except metallurgic processes involving refinement of steel additives, take place in the United States. Iron or steel used as components or subcomponents of manufactured goods used in an ARRA-funded project; however, do not have to be “produced in the United States.” Manufactured goods are “produced in the United States” if the manufacturing occurs in the United States (there is no requirement about the origin of the components or subcomponents of the manufactured goods).
- c. The Buy American requirement may be waived by federal agencies in the following circumstances only: (1) application of the Buy American requirement would be inconsistent with the public interest; (2) iron, steel and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; (3) or inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. As used in this Section, “steel” means any alloy that includes at least 50 percent iron, between .02 and 2 percent carbons, and may include other elements. “Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been – (1) processed into a specific form and shape; or (2) combined with other raw material that has different properties than the properties of individual raw materials. “Public building or public work” means a public building of, and a public work of, the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State regional or interstate entities which have governmental functions).

37. **RECOVERY ACT LOGO** The Provider is receiving funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Any product or service resulting from this award shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. The ARRA logo may be obtained at the following website:

<http://www.recovery.gov/?q=content/president-and-vice-president-unveil-new-recovery-emblem-download-available>

The Provider may use the Efficiency Maine logo upon the written consent of the Trust. Any such use must be in strict accordance with the Trust’s design, image, and placement standards.

38. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

39. **OTHER FEDERAL REQUIREMENTS.** All provisions of 10 CFR 600.236, "Procurement", Section (i) "Contract Provisions", numbers 1-13 may apply, including (1) provisions for breach of contract and premature termination; (2) the Copeland Anti-Kickback Act ([18 U.S.C. 874](#)) as supplemented in Department of Labor regulations (29 CFR Part 3). (all contracts and subgrants for construction or repair); (3) requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract; (4) requirements and regulations pertaining to copyrights and rights in data; (5) retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed; (6) compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act ([42 U.S.C. 1857\(h\)](#)), section 508 of the Clean Water Act ([33 U.S.C. 1368](#)), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (contracts, subcontracts, and subgrants of amounts in excess of \$100,000); and (7) mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

40. **PUBLICATIONS** Providers are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

41. **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS** Providers are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Providers who move forward with activities that are not authorized for Federal funding by the Agreement Administrator or DOE Contracting Officer in advance of the final NEPA decision, are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost

share. If this award includes construction activities, Provider must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

42. **HISTORIC PRESERVATION** Prior to the expenditure of Project funds to alter any historic structure or site, the Provider or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Provider or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities. If applicable, the Provider or subrecipient certifies that it will retain sufficient documentation, to demonstrate that the Provider or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Providers or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Provider or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Provider or subrecipient shall make this documentation available to DOE or the Trust on request (for example, during a post-award audit).

43. **WASTE STREAM** The Provider assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Provider's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Provider shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Provider shall make the waste management plan and related documentation available to DOE or the Trust on request (for example, during a post-award audit).

44. **DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS** Notwithstanding any other provisions of this Agreement, neither the Trust nor the DOE shall not be responsible for or have any obligation to the Provider for (i) Decontamination and/or Decommissioning (D&D) of any of the Provider's facilities, or (ii) any costs which may be incurred by the Provider in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

45. **INTELLECTUAL PROPERTY**. Providers may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Trust and DOE each reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for State or Federal purposes and to authorize others to do so. The Trust and DOE each have the right to: (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and (2) authorize others to receive, reproduce, publish or otherwise use such data for State or Federal purposes.

46. **LOBBYING RESTRICTIONS** By accepting funds under this award, Provider agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: _____
- Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Agreement Administrator of any changes to the information provided above.

ATTACHMENT
APPLICATION SUBMITTED BY THE
Town of South Berwick

EECBG TEMPLATE PROJECT APPLICATION

Applicant: The Town of South Berwick, Maine		
Population: 7320		
Requested Grant Amount: \$10,000		
Amount of Matching Funds (in-kind or cash): \$5,000		
Estimated Timeline for proposed project (<i>i.e.</i> , 6 months, 1 – 3 years): 14 months		
Types of Potential Energy Savings: Reduced electricity, gasoline and fuel oil use		
Types of Potential Emissions Reductions: Lower emissions through the use of biodiesel and more efficient vehicles.		
Primary Contact Name: John Schempf		
Title: Town Manager	E-mail: jbschempf@sbmaine.us	
Organization: Town of South Berwick	Phone: 207-384-3300, x115	
Address:	Fax: 207-384-3303	
180 Main Street	Web Site: http://www.southberwickmaine.org	
City/Town: South Berwick	State: ME	Zip: 03908
Alternate Contact Name: John Rudolph		
Title: Chair	E-mail: john@feetin2worlds.org	
Organization: South Berwick Energy Efficiency Advisory Committee	Phone: 207-384-5988	
Address: 126 Old Fields Road	Fax:	
	Web Site:	
City/Town: South Berwick	State: ME	Zip: 03908

✓ Check here to indicate that you agree to complete the following activities to demonstrate your commitment to meeting the requirements and goals of the program. These activities are detailed in Subsection 8.2 of the RFA.

1. Establish a Community Energy Planning Committee.
2. Write a Community Energy Plan.
3. Plan opportunities for public participation, including, at a minimum, the following activities:
4. Take at least one concrete, tangible first step in implementing at least one project that will result in energy savings or reduced greenhouse gas emissions identified in the plan.
5. Submit a Final Report including a summary of what worked well, what problems were encountered, how those problems were resolved and suggestions for future grantees.

Project Summary (Please describe your approach to creating a Community Energy Plan and the overall goals you hope to achieve. Include a history of the steps, if any, your community has already taken to improve energy efficiency and conservation in your jurisdiction and a description of your process for creating a Community Energy Planning Committee. Please also describe the approach you will take to implementing the plan; see Appendix E for a list of resources for helping get started with energy planning):

South Berwick has already taken steps toward creating a Community Energy Plan, including.

- Creation of the South Berwick Energy Efficiency Advisory Committee (SBEEAC) by the Town Council in April, 2009.
- A citizen group formed in 2008, Green-up South Berwick, has provided energy efficiency upgrades to low income residents and offered public information sessions on conservation and efficiency.
- The Town completed a South Berwick Greenhouse Gas Emissions Inventory (SBGGEI) of municipal facilities in September 2009.
- A traffic study completed in 2009 quantified the impact of traffic on South Berwick and identified some options to reduce traffic in downtown South Berwick.

The template grant would allow South Berwick to build on this work. The Town's recent emissions inventory identified the Town's vehicle fleet as the largest contributor of greenhouse gases of all the municipal functions and also recommended it as an area where reductions in energy use and emissions are readily attainable. The template grant would allow South Berwick to follow up on those recommendations by creating a plan for concrete action. The grant would also make it possible to create avenues for disseminating energy efficiency and emissions reduction information to citizens. The project would include three major activities:

1. **Develop a Community Energy Planning Committee** to plan and conduct the activities of this project. It will be a subcommittee of the SBEEAC that will bring together members of the SBEEAC, GreenUp South Berwick, and other constituencies to represent a broad spectrum of interests.
 2. **Develop a Community Energy Plan** that focuses on conservation, energy efficiency and renewable energy opportunities for the Town's fleet.
 - a. **Use the SBGGEI as a baseline** for energy use and emissions for the Town's fleet.
 - b. **Perform more specific audit and analysis of fleet data to set targets** for annual energy savings and emissions reductions for five years.
 - c. **Perform cost-benefit estimates of options for achieving the proposed targets** to identify priority actions. SBGGEI recommended some possible actions for achieving fuel use and emission reductions in the fleet, including a switch to biodiesel, onsite fueling, establishing a policy requiring fuel efficiency for fleet purchases, reducing trips, and using smaller vehicles where appropriate.
-

- d. **Create an Action Plan with a prioritized list of conservation and energy efficiency actions** to be undertaken to achieve fuel use and emissions targets for the Town's fleet over the next five years.
 - e. **Produce a written report to be presented to the Town Council** at a public information session.
3. Create multiple nodes for public education and information about energy efficiency, conservation, and alternative energy to reach a broad cross-section of South Berwick residents.
- a. **Launch a website** that includes links to Maine and national resources for energy efficiency and conservation information (e.g. Efficiency Maine, U.S. Department of Energy), provides information about financial resources to help homeowners and small business owners invest in energy efficiency measures (e.g. loan programs, tax credit, rebate programs), and provides success stories about local residents who have invested in energy efficiency measures. The website will be built using a content management system so that volunteers can maintain and contribute to the site.
 - b. **Build a free standing kiosk for energy efficiency and emissions reduction information and demonstrations.** The kiosk will be located in the downtown village area and will include a display of tips for saving energy as well as handouts and flyers with "how-to" information for users to take away. The local boy scout troop has previous experience building this type of structure, and may be involved in this project.
 - c. **Disseminate energy efficiency and conservation information at the South Berwick Public Library and the Transfer Station.** The South Berwick Public Library already has a small conservation and sustainability collection that includes books and Kill A Watt meters from Efficiency Maine. The Transfer Station has a Swap Shop where there is space for a bulletin board. Information from the website and kiosk will be distributed at these two sites to reach more residents.

Expected Measurable Outcomes (Please indicate any measurable outcomes that could result from implementation of your Community Energy Plan):

Measurable outcomes include:

- Reduction in fuel use and emissions from the Town fleet
- Increased use of biodiesel
- Reduced annual energy costs for Town fleet
- Adoption of Town policy on efficiency considerations in the procurement of vehicles and equipment.
- Increased awareness by Town Council, Town managerial staff, and Town staff of impact of Town fleet on fuel use and emissions.
- Increased awareness by residents of options for energy efficiency and emission reduction.

- Increased awareness of and use of available financial resources and incentives for energy efficiency by South Berwick residents.

Preliminary Project Work Plan/Timeline: List major tasks and expected dates of completion of each task.

Task	Expected Completion Date
1. Hold stakeholders meeting to identify potential Community Energy Planning Committee members	1 months after grant received
2. Establish Community Energy Planning Committee	2 months after grant received
3. Develop Community Energy Plan	6 months after grant received
4. Hold kick off event to coincide with launch of website and release of Community Energy Plan	8 months after grant received
5. Launch website	8 months after grant received
6. Hold public education gathering at unveiling of information kiosk in downtown S. Berwick	10 months after grant received
7. Submit final report	14 months after grant received

Budget: Complete the following table with estimates of costs for each category.

Category	EECBG Funds	Cash Match	In-kind Match	Total
Personnel	1500		1000	2500
Travel				
Supplies	2000			2000
Contractual	6000		3500	9500
Indirect Costs	500			500
Total	10,000		4,500	\$14,500

Next Steps: Please explain what measure(s) will be taken to ensure the implementation and sustainability of your Community Energy Plan beyond the first step required by this grant and list potential resources for funding projects.

The Community Energy Plan for the Town fleet that will result from this project will provide a template for both short and long term actions for addressing the fleet. The analysis, recommendations, and plan will assist the Community Energy Planning Committee in advising the Town Council on priority actions that will result in fuel reduction, cost reduction and emission reductions. The Plan will also inform implementation of the Town's Comprehensive Plan.

The process of energy planning for the fleet, outlined in this proposal, will be a model for the Town of South Berwick to address other emissions sources identified in the

SBGGEI, including municipal buildings and street lighting, so the community can eventually create a comprehensive energy and emission reduction plan.

Some potential resources for future projects include:

- South Berwick is a participant in a recently formed consortium of energy committees in southern York County. This group is working to identify collaborative projects that benefit the region and will seek funding as a group. Since it represents a larger geographical and population base it may be able to leverage larger sources of funding for large scale projects.
 - If this project can demonstrate cost savings to the Town through investing in efficiency, an energy efficiency line item could be established in the Town budget that allows some cost savings to be set aside for future projects that increase energy efficiency.
 - Our collaboration with GreenUp South Berwick, a program of SoBo Central, a private nonprofit in South Berwick, allows opportunities for fundraising from private individuals and for seeking grants through private funders, such as the New Hampshire Charitable Foundation and the Maine Community Foundation. SoBo Central has raised over \$10,000 in the last year alone for a fuel fund and weatherization assistance for low income households in South Berwick.
-

November 13, 2009

Jennifer Paul, Administrative Assistant
Maine Public Utilities Commission
242 State Street
18 State House Station
Augusta, Maine 04333-0018

re: RFA 200909521

Dear Jennifer:

The Town of South Berwick is pleased to submit this grant application to assist with the creation of a Community Energy Plan. The Town's Energy Efficiency Advisory Committee is newly formed and has already taken steps to move South Berwick toward more energy efficient operations.

The Town Council met on November 9th to discuss this application. The Council fully supports this effort which will focus on conservation, energy efficiency and renewable energy opportunities.

We look forward to the funding of this effort and embarking on the next steps toward becoming an efficient, sustainable community.

Sincerely,

Roberta L. Orsini
Assistant Town Manager
on behalf of the South Berwick Town Council

cc: South Berwick Energy Efficiency Advisory Committee

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 3
Agenda Item: Accept Strawberry Festival Grant Award	
Interim Town Manager's Recommendation	
The Senior Center applied to the Strawberry Festival committee for the funding to purchase 6 picnic tables. This request has been approved by the Festival Committee.	
Requested Action	
Motion to accept the Strawberry Festival Grant in the amount of \$600 to purchase picnic tables.	
Vote	

Strawberry Festival Committee

2010

Roberta

Terms of Award

Return this copy

August 14, 2010

South Berwick Senior Center

Description of Project:

6 Picnic Tables for the back of Community Center

Amount of Award: **\$600**

Grant awards are made only for the purpose(s) specified in the enclosed award letter. Deposit of the grant award check signifies your intent to comply with the terms and conditions of the award as outlined below, and serves as our receipt for the enclosed grant award payment.

- **Expenditure of Grant Funds**-The grant award is made only for the purpose(s) specified above and in the award letter, and subject to any conditions included therein.
- Grant funds should be expended within 6 months after payment is issued. At the end of this period, any unexpended grant funds should be returned to the Strawberry Festival Committee, or a written request for an extension of time should be submitted to the Committee. **Copies of the expenditure receipts must be forwarded by the end of the 6-month period (by February 28, 2011)** to The Strawberry Festival Committee at P.O. Box 371, South Berwick, ME 03908.
- Grants will be returned if the Strawberry Festival Committee determines that the grant recipient has not performed in accordance with the Terms of Award, or met the conditions described in the award letter.
- Publicity for your project must make reference to the support provided by the Strawberry Festival Committee.

I agree to the above Terms of Award.

Vicki Desilets

Signature

South Berwick Senior Center

Vicki Desilets 384-3310

Printed Name & Phone #

Since it is so late in the season, can I have an extension until next Spring to purchase the picnic tables? Thank you.

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 4
Agenda Item: 2010 Underage Drinking Grant	
Department Head Recommendation: Chief Dana P. Lajoie	
Approval of 2010 Underage Drinking Grant. No match.	
Interim Town Manager's Recommendation	
Local law enforcement agencies have been very successful in their efforts to curb underage drinking since 2008. There is no match to this grant. I recommend the Town Council accept this grant as presented to continue the partnerships developed over the past grant period.	
Requested Action	
Motion to accept the Strategic Underage Drinking Enforcement Project Grant in the amount of \$9,966.45.	
Vote	

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 5
Agenda Item: Dog Park Proposal	
Interim Town Manager's Recommendation	
The attached proposal has been submitted to the Town Council for review and discussion this evening.	
Requested Action	
Council wishes.	
Vote	

PROPOSITION

PREPARED FOR THE TOWN COUNCIL OF SOUTH BERWICK

PREPARED BY: LINDA ANDREWS

5 ANDREWS LANE, SOUTH BERWICK, MAINE 03908

207) 332-4565

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE NUMBER</u>
I. Purpose	3
II. Overview	3
III. Benefits	3
IV. Why Dogs Need Open Spaces	4
V. Dogs and the Community	4/5
VI. Dogs on Town Property	5
VII. Summary	6

PURPOSE

The purpose of this proposition is to address the Town and ask if town land could be used as an off leash dog park until private property could be found and properly set in motion.

OVERVIEW

Access to open space has become limited over the past twenty years. Taking your family and pets for a walk in the woods or a hike around the outskirts of town has become harder to do as the town grows and housing projects expand. This proposal is meant to create a picture of how an off leash dog park would benefit the townspeople of South Berwick and the surrounding areas.

BENEFITS

The benefits of owning a dog are becoming clearer as more case studies become available. Dogs are now being recognized for their physical and mental health benefits, for their role as companions and the source of social interaction, and in helping children learn responsibility and the act of caring for something other than themselves (Annual Review of Public Health, 1996; Psychological Reports, 1996). For many single people and the elderly a dog not only provides companionship but often is the only source of home and personal security. They also play a vital role in search and rescue, working with the handicapped and many police departments.

WHY DOGS NEED OPEN SPACES

The benefits of allowing dogs open spaces to roam freely require closer examination.

- An off leash dog park would allow dogs to learn proper socialization skills and receive much needed exercise. Regular outings will reduce boredom and pent up energy that can turn to aggression if left unchecked.
- Access to a local park would ensure that dog owners would be able to socialize their dogs which would benefit their neighborhoods by reducing the number of unruly dogs.
- Dog owners who have a place to take their pets may feel better about town regulations and follow through with the laws and regulations of the town.
- While socializing their pets, dog owners are able to get to know their neighbors and this could cause townspeople to work together more closely with other areas that would affect their town.

DOGS AND THE COMMUNITY

Dogs that are allowed to exercise off leash are – running with other dogs, playing ball or chasing a Frisbee, hiking through the woods with their owners or swimming in a brook or pond – are happier and healthier dogs. Exercised dogs make better neighbors than unruly, nervous or aggressive dogs. Access to a public area close to home is the safest way to ensure dog owners exercise and socialize their dogs to help them remain calm and balanced.

A local dog park would also attract people from neighboring towns. Those people are more than likely to contribute revenue to our town coffers and become better neighbors during times of need.

Well balanced dogs also provide much needs comfort and security to the townspeople and their constant appearances will undoubtedly ward off potential mischief and crime in our area.

DOGS ON TOWN PROPERTY

I am requesting the consideration of use of town property (Town Forest, a field at Agamenticus ball fields, Great Works Land Trust, etc.) to create a dog park. If the town does not wish to create a long standing park, I would request that we be able to use a piece of town land until private land could be procured and set up.

I am not requesting that the Town be required to provide any funding or other action. They would be encouraged to supervise the ongoing action to ensure that they are satisfied town land is not being abused. If the town approves the use of land, I would do fundraising to provide the necessary items that are needed. At a minimum, that would require fencing and trash bins and bags for waste removal. I would also be responsible for providing the necessary trash removal and supervise the area to make sure it is being maintained.

Rules would be posted for all to see and those who do not follow them would be asked to leave.

- Dogs shall be in voice control of their owners.
- Owners shall carry a leash and use it if necessary
- Aggressive dogs will be put on a leash or asked to leave

- Dogs shall not destroy park land or property
- Waste shall be removed immediately
- All dog owners take full responsibility for their dogs
- Dogs that are not vaccinated, are sick or in heat are not allowed

SUMMARY

I am asking that the town carefully consider this proposal and put it on the agenda for the next town council meeting. I would hope that it would warrant the availability of being able to provide a work shop so that I may provide solid information as to how this will benefit the Town of South Berwick.

Thank you for your time and consideration.

Sincerely,



Linda L. Andrews

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: August 24, 2010	Item # NB 6
Agenda Item: Town Forest Parking	
Assistant Town Manager's Recommendation	
This item was brought forward by Pat Robinson	
Requested Action	
Council wishes	
Vote	

Mike Gallo, 8 Tara Lane wants to donate a small parcel of land abutting the town forest to be used as a parking area. He has asked me Pat Robinson to approach the town about this

Attached is a map showing where this will be located and the dimensions

This donation will be made with the following conditions

There shall be not motor vehicles allowed in the town forest with the exception of logging equipment

The road will be blocked so vehicles cannot enter, Mike Gallo will move boulders to block the road

This includes but not limited to

Snowmobiles

All Terrain Vehicles

Dirt Bikes

Mike Gallo wants signs posted and if violated he or other neighbors will call the police

He also intends to donate @140 acres to Great Works Regional Land Trust with the same conditions. The land trust has not yet on the proposal

Respectfully submitted,



Pat Robinson

CERTIFICATE OF RECOMMITMENT

TO: ROBERTA L. ORSINI, the Tax Collector for the Municipality of
South Berwick, Maine

HEREWITH are committed to you true lists of assessments unpaid as of August 19, 2010, of the estates of persons within named; you are to levy and collect the same, of each one his respective amount, therein set down, of the sum total of \$3,784.62 (being the amount of the lists contained herein), according to the foregoing warrants.

2009/10 Taxes	\$ 1,136.56
2008/09 Taxes	\$ 1,171.14
2007/08 Taxes	\$ 1,002.60
2006/07 Taxes	\$ 474.32

Given under our hand this 24th day of August, 2010

TOWN OF SOUTH BERWICK COUNCIL

David Burke

Michelle Kareckas

Jean Demetracopoulos

Gerald W. MacPherson, Sr.

David H. Webster

CERTIFICATE OF SETTLEMENT
36 MRSA §763

COUNTY OF YORK ss.

STATE OF MAINE

TO: JOHN B. SCHEMPF, Tax Collector of the Municipality of
SOUTH BERWICK within this County:

We hereby certify that the 2007 taxes committed to you consisting of:

- | | |
|---------------------------------------|------------------------|
| 1. Real and Personal Tax commitments: | \$ <u>7,439,940.16</u> |
| 2. Supplemental commitments totaling | \$ <u>6,103.25</u> |
| 3. Interest: | \$ <u>.00</u> |
| 4. A grand total of: | \$ <u>7,446,043.41</u> |
| 5. Cash Payments: | \$ <u>7250510.69</u> |
| 6. Abatements granted: | \$ <u>26,830.18</u> |
| 7. Tax lien mortgages: | |
| (Recorded in the <u>YORK</u> county | |
| registry of Deeds) | \$ <u>168,213.46</u> |
| 8. Other credits: Write Offs | \$ <u>14.76</u> |
| 9. A net total of: | \$ <u>7,445,569.09</u> |
| 10. Balance due of: | \$ <u>474.32</u> |

Under the authority contained in MRSA, Title 36, section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of:

\$ 474.32

And acknowledge receipt of the tax lists for the taxable year of 2007.

Given under our hands this 24th day of AUGUST, 2010.

_____ Municipal Officers

CERTIFICATE OF SETTLEMENT
36 MRSA §763

COUNTY OF YORK ss.

STATE OF MAINE

TO: JOHN B. SCHEMPF, Tax Collector of the Municipality of
SOUTH BERWICK within this County:

We hereby certify that the 2008 taxes committed to you consisting of:

- | | |
|---|------------------------|
| 1. Real and Personal Tax commitments: | \$ <u>8,438,747.87</u> |
| 2. Supplemental commitments totaling | \$ <u>18,938.32</u> |
| 3. Interest: | \$ <u>.00</u> |
| 4. A grand total of: | \$ <u>8,457,686.19</u> |
| 5. Cash Payments: | \$ <u>8,259,007.25</u> |
| 6. Abatements granted: | \$ <u>21,465.53</u> |
| 7. Tax lien mortgages:
(Recorded in the <u>YORK</u> county
registry of Deeds) | \$ <u>174,638.17</u> |
| 8. Other credits: Write Offs | \$ <u>1,572.64</u> |
| 9. A net total of: | \$ <u>8,456,683.59</u> |
| 10. Balance due of: | \$ <u>1,002.60</u> |

Under the authority contained in MRSA, Title 36, section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of:

\$ 1,002.60

And acknowledge receipt of the tax lists for the taxable year of 2008.

Given under our hands this 24th day of AUGUST, 2010.

_____ Municipal Officers

PTA 258
Rev. 5/00

INSTRUCTIONS FOR CERTIFICATE OF SETTLEMENT
USE A SEPARATE FORM FOR EACH COMMITMENT YEAR.

CERTIFICATE OF SETTLEMENT
36 MRSA §763

COUNTY OF YORK ss.

STATE OF MAINE

TO: JOHN B. SCHEMPF, Tax Collector of the Municipality of
SOUTH BERWICK within this County:

We hereby certify that the 2009 taxes committed to you consisting of:

- | | |
|---|------------------------|
| 1. Real and Personal Tax commitments: | \$ <u>9,476,132.77</u> |
| 2. Supplemental commitments totaling | \$ <u>36,310.33</u> |
| 3. Interest: | \$ <u>.00</u> |
| 4. A grand total of: | \$ <u>9,512,443.10</u> |
| 5. Cash Payments: | \$ <u>9,308,632.88</u> |
| 6. Abatements granted: | \$ <u>4,227.13</u> |
| 7. Tax lien mortgages:
(Recorded in the <u>YORK</u> county
registry of Deeds) | \$ <u>196,657.16</u> |
| 8. Other credits: Write Offs | \$ <u>1,754.79</u> |
| 9. A net total of: | \$ <u>9,511,271.96</u> |
| 10. Balance due of: | \$ <u>1,171.14</u> |

Under the authority contained in MRSA, Title 36, section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of:

\$ 1,171.14

And acknowledge receipt of the tax lists for the taxable year of 2009.

Given under our hands this 24th day of AUGUST, 2010.

_____ Municipal Officers

PTA 258
Rev. 5/00

INSTRUCTIONS FOR CERTIFICATE OF SETTLEMENT
USE A SEPARATE FORM FOR EACH COMMITMENT YEAR.

CERTIFICATE OF SETTLEMENT
36 MRSA §763

COUNTY OF YORK ss.

STATE OF MAINE

TO: JOHN B. SCHEMPF, Tax Collector of the Municipality of
SOUTH BERWICK within this County:

We hereby certify that the 2010 taxes committed to you consisting of:

- | | |
|---|------------------------|
| 1. Real and Personal Tax commitments: | \$ <u>9,645,329.63</u> |
| 2. Supplemental commitments totaling | \$ <u>4,766.72</u> |
| 3. Interest: | \$ <u>.00</u> |
| 4. A grand total of: | \$ <u>9,650,096.35</u> |
| 5. Cash Payments: | \$ <u>9,435,594.96</u> |
| 6. Abatements granted: | \$ <u>3,611.52</u> |
| 7. Tax lien mortgages:
(Recorded in the <u>YORK</u> county
registry of Deeds) | \$ <u>207,984.03</u> |
| 8. Other credits: <u>Write Offs</u> | \$ <u>1,769.28</u> |
| 9. A net total of: | \$ <u>9,648,959.79</u> |
| 10. Balance due of: | \$ <u>1,136.56</u> |

Under the authority contained in MRSA, Title 36, section 763, as amended, we hereby discharge you from further liability or obligation to collect the balance due of:

\$ 1,136.56

And acknowledge receipt of the tax lists for the taxable year of 2010.

Given under our hands this 24th day of AUGUST, 2010.

_____ Municipal Officers

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: 08/24/2010	Agenda Item # NB 7
Subject	
<p>Certificate of Settlement of Taxes committed to John Schempf for 2006/07, 2007/08, 2008/09 and 2009/10.</p> <p>Certificate of Recommitment of Taxes to New Tax Collector – Roberta L. Orsini.</p>	
Information	
<p>Even though a new Town Manager/Tax Collector is hired, any outstanding taxes do not automatically become their responsibility until they are recommitted to him. The attached documents will relieve John Schempf from his duties as Tax Collector and assign the remaining collection of unpaid taxes to the new collector. A Certificate of Settlement is prepaid for each year that taxes remain due. The Certificate of Recommitment assigns them to the new Tax Collector.</p>	
Staff Comments/Recommendation	
<p>This is a routine procedure in order to comply with the tax laws. I would recommend the acceptance of these documents.</p> <p>Beverly Hasty, Deputy Tax Collector</p>	
Requested Action	
<p>The Council Members sign the Certificate of Settlements and Recommitment.</p>	
Vote	
<p>Motion to recommit the following taxes to Roberta L. Orsini and discharge from further liability John B. Schempf: 2006/2007 \$474.32, 2007/2008 \$1002.60, 2008/2009 \$1171.14, and 2009/2010 \$1136.56</p>	