

## **SOUTH BERWICK TOWN COUNCIL SEPTEMBER 28, 2010**

The Chair reported the following to the Clerk:

Chairman David Burke called the meeting to order at 6:15pm. Those present included Councilors Michelle Kareckas, Jean Demetracopoulos, and Gerald W. MacPherson, Sr. Interim Manager Roberta L. Orsini was also in attendance.

### **EXECUTIVE SESSION**

1. On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to enter executive session at 6:15pm pursuant to 1MRSA §405.6A to conduct an interview with a prospective board member.

On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to end the executive session at 6:22pm.

The Council meeting resumed at 6:30pm with Councilor David Webster and Town Clerk Barbara Bennett present.

### **APPROVAL OF MINUTES**

1. Public Hearing 9-14-10: On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to adopt the minutes as written.

2. Town Council 9-14-10: On a motion by Mrs. Kareckas, seconded by Mr. MacPherson, it was unanimously voted to adopt the minutes as written.

3. Special Council 9-21-10: On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to adopt the minutes as written.

### **SIGNING OF TREASURER'S WARRANT** – September 28, 2010

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

### **PUBLIC COMMENT**

1. Audrey Fortier, Rodier Rd, made note that some of the shingles have blown off of the el on the 'Day' house. **She recommended at least placing a tarp over the roof.**

2. **Ruth Boston, Emery's Bridge Rd, questioned the monitoring and enforcement of the** proposed dog park. Mr. Burke stated that we are still in the early stages and the possibility of the park is still being researched.

3. Amy Bevan, Portsmouth Herald reporter, announced that the Portsmouth Herald is **sponsoring a candidate's night (state reps, not local) at the Middle School on October 14<sup>th</sup>** at 7:00pm.

4. Clint Schoff, Berwick, asked the Council for clarification on the status of Blackmore Road. He stated that he was told it was a discontinued road and South Berwick would not grade or plow it.

### **REPORTS & CORRESPONDENCE**

1. The Council received a letter from Virginia Alterio, owner 6 Vine St, requesting action be **taken in regard to her neighbor's (4 Vine St) yard.** Mrs. Demetracopoulos received confirmation that there are currently no code or health and safety violations. Mr. MacPherson made note that a number of months back he volunteered to help remove items from the property and transport them to the transfer station free of charge. It was agreed to have the Code Enforcement Officer review the situation, again, and visit the resident.

## **TOWN MANAGER'S REPORT**

-Made note that there will be a workshop on Wednesday the 29<sup>th</sup> with the Efficiency Maine Trust to go over the proposed Property Assessed Clean Energy Ordinance (PACE).

-Informed the Council that another group has scheduled a road race for the same day as the Christmas parade. Mrs. Orsini stated she has spoken with Chief Lajoie and he has recommended a mass gathering ordinance or a policy to administer such events. Mrs. Orsini added that in the past we have covered these events, but staffing and budget constraints are becoming an issue. Mrs. Orsini will work with the Chief to provide the Council with a proposal.

-Have asked the project manager of the Brownfields Grant to schedule a tour of the Young Street property for the Council and Building Committee, possibly October 14<sup>th</sup> at 3:00pm.

-The flail mower is back at the Regional Maintenance Facility for repairs. Mr. St. Pierre has recommended that we contract out the remaining work.

**-Made note that the Code Enforcement Officer's vehicle will not pass inspection. An estimate for repairs should be available tomorrow.**

-Have received a budget request from the Cemetery Committee; she will hold it for budget season.

-Informed the Council that she received a call from the Bond Bank on Friday, and a decision regarding how to proceed with the offering is required. The IRS is scheduled to pay a subsidy for the types of (Build America) bonds we were looking at. (There is no guarantee the IRS will make those payments). Due to possible interest rates the amount of the bond has been reduced from \$873,000 to \$700,000. The Council discussed the options. Consensus was to budget for the entire bond payment of \$59,000 and if the IRS does pay the subsidy the additional funds would be placed in escrow to be used toward the final bond payment. Note was made that each project being funded by the bond will have to be scaled back proportionately because of the reduction in the overall bond amount.

-John Klossner has offered to design posters to advertise for board and committee members.

-Informed the Council that she and Jon St. Pierre met with the NH DOT regarding their proposed project to re-deck the bridge near the Counting House. The NH DOT will be holding a public meeting in Rollinsford. They expect to do the work in the spring.

-Have received an estimate from the geothermal professional for the new library. The estimated cost is \$1.20/Sq Ft for the main floor; the basement would be less, but no estimate was given. The Building Committee is using \$.70/sq foot in the basement. The annual estimate is \$11,660 and covers heating, air-conditioning and electricity. Current costs for 1500 Sq Ft is \$5,000; equating to \$3.30/Sq Ft. Anticipated cost in the new building is \$.99/Sq Ft.

**-Made note of Wayne Rix's retirement from the Fire Department after 42 years of service.**

## **UNFINISHED BUSINESS**

### 1. Shoreland Zoning Map:

Richard Clough, Academy St, asked if the map had been checked against the language of the ordinance; adding that the language overrides the map. Mrs. Orsini stated that the map had been reviewed by the Planning Board Coordinator, the Code Enforcement Officer, and Council.

On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to authorize the Council Chair to sign the map.

## **NEW BUSINESS**

1. On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to appoint Warren Spencer to the Planning Board as an alternate with a term to expire June 30, 2013.

2. Discussion regarding the TIF District was moved to the end of new business with Council approval.

3. On a motion by Mrs. Kareckas, seconded by Mrs. Demetracopoulos, it was unanimously voted to hold a public hearing on October 14<sup>th</sup> at 6:30pm to receive comment on the proposed PACE Ordinance.

4. The Council discussed the request to close the Business Office on Election Day due to a lack of staff. Substitute staff is no longer available and other staff is not trained. The only staff member that is trained is not scheduled to work on Tuesdays; and for safety and audit control one staff member in the office is not recommended. Mr. MacPherson made note that reductions in service are a result of budget cuts and keeping the tax rate down.

On a motion by Mrs. Kareckas, seconded by Mr. MacPherson, it was voted 4-1 (Mr. Webster opposed) to close the Business Office on Tuesday, November 2<sup>nd</sup>.

2. Mrs. Orsini informed the Council that she has received the first draft of the development program for the newly designated Punkin Town Road & CMP Corridor TIF District; staff has not yet reviewed it. She added that the Council will need to consider setting goals and priorities; including everything that the Town might want to do in the District over the long term. The adoption and any subsequent amendments to the Plan will require public hearings and Council action. Consensus was to hold a workshop, tentatively set for October 5<sup>th</sup>.

### **COUNCIL MEMBER COMMENTS**

1. Mr. Webster asked if a workshop could be scheduled for the Council to meet with the Public Works Director. (Possibly October 19th)

2. Mrs. Kareckas:

-Asked for the amount budgeted for the communication tower. Mrs. Orsini stated that the lease terms have not been finalized.

-Made note that the Town Manager plaque donated by Ruth Boston needs to be updated with the last three managers.

3. Mr. MacPherson:

**-Commented that the EI on the 'Day' house is uninhabitable and the condition of the roof is not a real issue.**

-Made note that he did not see any speed limit signs on Great Hill Rd or Great Hill Bridge.

-Would like to discuss the Vine Street collapse and submit a solution. He recommended discussing it at the workshop with the DPW.

-Asked that the MDOT be contacted regarding the condition of the Brattle Street Bridge. The deck is starting to crumble.

-Asked if Councilors are considered employees so they can obtain their flu shots at the clinic on September 30<sup>th</sup>. Yes.

4. Mrs. Demetracopoulos:

-Asked about the Notice of Casualty Pool dividend. Mrs. Orsini stated that the amount is around \$3000; for managing our loss protection.

-Made note of the regionalization meeting in Kittery on Thursday. She added that she believes it mostly concerns Kittery, but feels that attending would be a good way to keep the lines of communication open.

-Asked when the auditors will be available to discuss the Wentworth Fund investment. Mrs. Orsini stated that the auditors should be here the beginning of November.

-Asked if Terry Oliver will still be used to finalize the Vine Street storm damage project. Mrs. Orsini stated that with Jon St. Pierre on board, Mr. Oliver will not be needed.

-Asked that the Council do a three month performance review on Roberta Orsini. She added that it would be a benefit for both Mrs. Orsini and the Council as they proceed with the manager search.

5. Mr. Burke stated that he will not be able to attend the PACE workshop, but will try to make the regionalization meeting in Kittery.

### **ADJOURNMENT**

On a motion by Mr. Webster, seconded by Mr. MacPherson, it was unanimously voted to adjourn the meeting at 7:56pm.

Attest:

Barbara Bennett, CCM



TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00052714	140532 NCO FINANCIAL SYSTEMS INC	10/12/2010	29.44
00052715	132500 SECRETARY OF STATE M/V	10/12/2010	28,547.06
00052716	209999 TAX REFUNDS	10/12/2010	277.50
00052717	140532 NCO FINANCIAL SYSTEMS INC	10/12/2010	32.85
00052718	132500 SECRETARY OF STATE M/V	10/12/2010	16,411.78
00052719	010240 ACTION TRAINING	10/12/2010	217.00
00052720	010285 ADMIRAL FIRE & SAFETY INC	10/12/2010	79.30
00052721	010336 AGGREGATE RECYCLING CORP	10/12/2010	3,681.13
00052722	011250 TREASURER, STATE OF MAINE	10/12/2010	22.00
00052723	011495 ATLANTIC RECYCLING EQUIP LLC	10/12/2010	241.60
00052724	020225 BAKER & TAYLOR	10/12/2010	189.76
00052725	021095 BARBARA BENNETT	10/12/2010	278.25
00052726	021465 BERUBE'S TRUCK ACCESSORIES INC	10/12/2010	318.00
00052727	021668 BLOW BROS	10/12/2010	53.45
00052728	022242 BOUND TREE MED LLC	10/12/2010	113.80
00052729	030500 CENTRAL MAINE POWER/CREDIT, COLL	10/12/2010	550.11
00052730	030510 CENTRAL MAINE POWER	10/12/2010	3,900.12
00052731	240400 CHILD ABUSE PREVENTION	10/12/2010	150.00
00052732	030725 CITIZENS BANK (CHG)	10/12/2010	470.20
00052733	030920 CLEAN-O-RAMA	10/12/2010	134.66
00052734	031425 COLONIAL LIFE & ACCIDENT INS.	10/12/2010	1,651.63
00052735	031430 COMCAST	10/12/2010	99.95
00052736	031510 COMPLIANCE POSTER COMPANY	10/12/2010	75.09
00052737	031570 CONSOLIDATED ELECTRICAL	10/12/2010	81.24
00052738	031579 CONSTELLATION NEW ENERGY	10/12/2010	2,987.41
00052739	040168 DICK DELANEY	10/12/2010	100.00
00052740	040500 VICTORIA DESILETS	10/12/2010	33.42
00052741	041317 DUNN FARM	10/12/2010	45.00
00052742	050202 EASTERN FIRE EQUIPMENT	10/12/2010	80.53
00052743	050815 EMPLOYEE HEALTH & BENEFITS	10/12/2010	763.36
00052744	050970 KAREN ESTEE	10/12/2010	110.00
00052745	141000 FAIR POINT COMM	10/12/2010	138.45
00052746	060260 FASTENAL COMPANY	10/12/2010	115.35
00052747	060750 FIRE TECH & SAFETY	10/12/2010	2,940.00
00052748	060755 FIRST CONTACT 9-1-1 LLC	10/12/2010	125.00
00052749	061500 FOSTER'S DAILY DEMOCRAT	10/12/2010	119.00
00052750	070200 P GAGNON & SON INC	10/12/2010	450.00
00052751	070210 GALL'S INC	10/12/2010	333.54
00052752	070565 GORHAM LEASING GROUP	10/12/2010	96.56
00052753	071086 GREAT WORKS FAMILY PRACTICE	10/12/2010	80.00
00052754	071107 GREENWOOD EMERGENCY VEHICLES	10/12/2010	35.53
00052755	071180 GROUP DYNAMIC INC	10/12/2010	154.00
00052756	080248 HANSCOM'S TRUCK STOP INC	10/12/2010	9,014.15
00052757	080500 BEVERLY HASTY	10/12/2010	224.85
00052758	022665 C.E. HOLMES CONSTRUCTION	10/12/2010	4,350.00
00052759	090120 INLAND FISHERIES & WILDLIFE	10/12/2010	522.25
00052760	100150 JANETOS MARKET	10/12/2010	274.14
00052761	100162 JCJ ARCHITECTURE	10/12/2010	12,000.00
00052762	100200 JEWETT/EASTMAN MEMORIAL COM	10/12/2010	239.00
00052763	100870 KENNEBUNK SAVINGS BANK	10/12/2010	49,734.23
00052764	120510 LAWSON PRODUCTS INC.	10/12/2010	233.39
00052765	120970 LIBBY SCOTT INC.	10/12/2010	31,629.49
00052766	127000 CORRINE J MAHONY	10/12/2010	600.00
00052767	132400 MAINE SAD #35	10/12/2010	506,747.81
00052768	133375 MAINE ENERGY RECOVERY CO.	10/12/2010	2,923.45
00052769	133358 W.B.MASON	10/12/2010	78.34

TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00052770	133925 MINUTEMAN TRUCKS INC	10/12/2010	271.18
00052771	134200 MAINE MUNICIPAL ASSO (INS)	10/12/2010	13,778.70
00052772	134400 MAINE MUNICIPAL ASSOCIATION	10/12/2010	87.00
00052773	134601 EXXON/MOBIL	10/12/2010	332.10
00052774	134663 MONTAGE ENTERPRISES INC	10/12/2010	731.72
00052775	140105 NAPA OF SOMERSWORTH	10/12/2010	35.28
00052776	140350 NATIONAL GEOGRAPHIC SOCIETY	10/12/2010	34.00
00052777	140825 NE FIRE EQUIP & APPARATUS CORP	10/12/2010	159.91
00052778	140600 NEPTUNE INC	10/12/2010	248.95
00052779	141080 NEXTEL	10/12/2010	138.57
00052780	141300 NO.BERWICK LUMBER & HARDWARE	10/12/2010	195.34
00052781	141368 NORTHEAST EMER APPARATUS	10/12/2010	124.32
00052782	200700 PIKE INDUSTRIES INC	10/12/2010	15,890.45
00052783	161265 PORTSMOUTH FORD	10/12/2010	706.15
00052784	170000 QUILL CORPORATION	10/12/2010	80.91
00052785	180720 R & L ENGINES INC	10/12/2010	1,000.00
00052786	180185 RCP LLC	10/12/2010	387.50
00052787	180400 RED'S SHOE BARN INC	10/12/2010	341.97
00052788	180680 R.J.ENTERPRISES INC	10/12/2010	32,600.00
00052789	022749 STATE TREASURER/MAINE REV	10/12/2010	589.75
00052790	190094 SANEL AUTO PARTS CO	10/12/2010	1,145.29
00052791	190530 WAYNE SCHOFF	10/12/2010	128.01
00052792	191533 CRAIG SKELTON	10/12/2010	51.00
00052793	191950 SO BERWICK HOUSE OF PIZZA	10/12/2010	115.00
00052794	193410 SO MAINE REGIONAL PLANNING CM	10/12/2010	1,737.86
00052795	193605 SOUTHWORTH-MILTON, INC	10/12/2010	283.75
00052796	193622 SPRINGER ELECTRICAL SERV INC	10/12/2010	1,014.88
00052797	080239 SUNRISE PRINTING	10/12/2010	462.75
00052798	200125 TASER INTERNATIONAL	10/12/2010	345.98
00052799	020105 TRASK-DECROW MACHINERY	10/12/2010	872.44
00052800	133105 TREASURER OF STATE/C.WPNS	10/12/2010	70.00
00052801	133113 TREASURER OF STATE/ATV	10/12/2010	767.50
00052802	201300 TWO-WAY COMMUNICATION SERV INC	10/12/2010	2,523.96
00052803	210595 URBAN TREE SERVICE	10/12/2010	1,850.00
00052804	230950 BRUCE WHITNEY	10/12/2010	713.00
00052805	240925 YORK COUNTY SHELTERS, INC	10/12/2010	100.00
00052806	240500 YORK COUNTY COMMUNITY ACTION	10/12/2010	400.00
00052807	240900 YORK COUNTY REGISTRY OF DEEDS	10/12/2010	118.31
00052808	240450 TREASURER, YORK COUNTY	10/12/2010	366,718.72
Total Not Prepaid			1,086,737.79
Total Prepaid			45,298.63
Grand Total			1,132,036.42

10/07/2010

TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	-----Account-----	Date Paid	Amount
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WARRANT NUMBER	\$ 1,132,036.42	DATE 10/07/2010
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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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**TOWN COUNCIL**  
***Agenda Information Sheet***

<b>Meeting Date: October 12, 2012</b>	<b>Item # UB 1</b>
<b>Agenda Item: Adopt Property Assessed Clean Energy (PACE) Ordinance</b>	
<b>Interim Town Manager's Recommendation</b>	
<p>The adoption of this ordinance will allow our residents to participate in the financing offered through Efficiency Maine Trust for the purpose of making energy saving improvements to their property.</p> <p>As discussed at the workshop held on September 29<sup>th</sup> there are no ongoing costs (financial or administrative) to participate.</p>	
<b>Requested Action</b>	
Motion to adopt Chapter 109: Property Assessed Clean Energy Ordinance.	
<b>Vote</b>	

## **CHAPTER 109**

### **PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE**

#### **Administration by the Efficiency Maine Trust**

#### **PREAMBLE**

WHEREAS, the 124<sup>th</sup> Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Municipality wishes to establish a PACE program; and

NOW THEREFORE, the Municipality hereby enacts the following Ordinance:

#### **ARTICLE I - PURPOSE AND ENABLING LEGISLATION**

##### **§ 109-1 Purpose**

By and through this Chapter, the Town of South Berwick, Maine declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Property Assessed Clean Energy (“PACE”) program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the Town. The Town declares its purpose and the provisions of this Chapter to be in conformity with federal and State laws.

##### **§ 109-2 Enabling Legislation**

The Town enacts this Chapter pursuant to Public Law 2009, Chapter 591 of the 124<sup>th</sup> Maine State Legislature -- “An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act” (codified at 35-A M.R.S.A. § 10151, *et seq.*).

#### **ARTICLE II - TITLE AND DEFINITIONS**

§ 109-3 Title

This Chapter shall be known and may be cited as “the Town of South Berwick’s Property Assessed Clean Energy (PACE) Ordinance” (the “Ordinance”).”

§ 109-4 Definitions

Except as specifically defined below, words and phrases used in this Chapter shall have their customary meanings; as used in this Chapter, the following words and phrases shall have the meanings indicated:

**1. Energy saving improvement.** “Energy saving improvement” means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:

A. Will result in increased energy efficiency and substantially reduced energy use and:

(1) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy, Energy Star program or similar energy efficiency standards established or approved by the Trust; or

(2) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or

B. Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.

**2. Municipality.** “Municipality” shall mean the Town of South Berwick, Maine

**3. PACE agreement.** “Pace agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

**4. PACE assessment.** “PACE assessment” means an assessment made against qualifying property to repay a PACE loan.

**5. PACE district.** “Pace district” means the area within which the Municipality establishes a PACE program hereunder, which is all that area within the Municipality’s boundaries.

- 6. PACE loan.** “PACE loan” means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.
- 7. PACE mortgage.** “PACE mortgage” means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.
- 8. PACE program.** “PACE program” means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.
- 9. Qualifying property.** “Qualifying property” means real property located in the PACE district of the Municipality.
- 10. Renewable energy installation.** “Renewable energy installation” means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.
- 11. Trust.** “Trust” means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

### **ARTICLE III - PACE PROGRAM**

- 1. Establishment; funding.** The Municipality hereby establishes a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent. PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust’s administration of the municipality’s PACE program, and 4) agree to assist and cooperate with the Trust in its administration of the municipality’s PACE program.
- 2. Amendment to PACE program.** In addition, the Municipality may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE program, and the Municipality shall be responsible for administration of loans made from those other funding sources.

## **ARTICLE IV – CONFORMITY WITH THE REQUIREMENTS OF THE TRUST**

**1. Standards adopted; Rules promulgated; model documents.** If the Trust adopts standards, promulgates rules, or establishes model documents subsequent to the Municipality's adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the Municipality shall take necessary steps to conform this Ordinance and its PACE program to those standards, rules, or model documents.

## **ARTICLE VI – PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY**

### **1. Program Administration**

**A. PACE Administration Contract.** Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Municipality will enter into a PACE administration contract with the Trust to administer the functions of the PACE program for the Municipality. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:

- i. the Trust will enter into PACE agreements with owners of qualifying property in the Municipality's PACE district;
- ii. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;
- iii. the Trust, or its agent, will disburse the PACE loan to the property owner;
- iv. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
- v. the Trust, or its agent, will be responsible for collection of the PACE assessments;
- vi. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;
- vii. the Trust or its agent on behalf of the Municipality, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

**B. Adoption of Education and Outreach Program.** In conjunction with adopting this Ordinance, the Municipality shall adopt and implement an education and outreach program so that citizens of the Municipality are made aware of home energy saving opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

**C. Assistance and Cooperation.** The Municipality will assist and cooperate with the Trust in its administration of the Municipality's PACE program.

**D. Assessments Not a Tax.** PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

## **2. Liability of Municipal Officials; Liability of Municipality**

**A.** Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.

**B.** Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article VI, §1(A) above, a municipality has no liability to a property owner for or related to energy savings improvements financed under a PACE program.

**TOWN OF SOUTH BERWICK  
MUNICIPAL ELECTION WARRANT  
NOVEMBER 2, 2010**

State of Maine

County of York, ss.

To: Joseph Rousselle, resident of South Berwick, County of York, State of Maine,

Greetings:

In the name of the Town of South Berwick, you are hereby required to notify the inhabitants of said Town, qualified to vote in Town affairs to assemble at the R. P. Gagnon Assembly Hall, Town Hall, 180 Main Street, South Berwick, on Tuesday, the 2nd day of November 2010 at 6:00 o'clock in the forenoon, then and there, to act on the following articles:

**ARTICLE 1:** To elect a moderator to preside at said meeting.

**ARTICLE 2:** To elect two Town Council members, each for a three-year term, and one member of the Board of Directors of School Administrative District #35 for a three-year term.

**ARTICLE 3:** To vote on the following referendum question:

QUESTION 1 To see if the Town will vote to approve a capital improvement project consisting of library improvements for a sum not to exceed \$1,500,000; to fund the capital improvement project, to authorize the Treasurer and Chairperson of the Town Council to issue general obligation securities of the Town of South Berwick (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$1,500,000 for a term not to exceed 25 years, with an interest rate not to exceed 4% per annum for this project, singly or in combination with a bond or bonds for other projects; and to delegate to the Treasurer and the Chairperson of the Town Council the discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), place(s) of payment, form and other details of said securities, including execution and delivery of said security(ies) and to provide for the sale thereof.

FINANCIAL STATEMENT

1. Total Town indebtedness:

a. Bonds outstanding as of June 30, 2010	\$ 1,074,986.85
b. Bonds authorized and unissued	\$ 960,000.00
c. Bonds to be issued if this vote is approved	<u>\$ 1,500,000.00</u>
Total	\$ 3,534,986.85

2. Costs:

At an estimated interest rate of 4%, with a term not to exceed 25 years, the estimated costs of this bond issue will be:

Principal	\$ 1,500,000.00
Interest	<u>\$ 900,448.60</u>
Total debt service	\$ 2,400,448.60

3. Validity:

The validity of the bond or **the voters' ratification of the bond may not be** affected by any errors in the above estimates. If the actual amount of the total debt service of the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

\_\_\_\_\_  
Roberta L. Orsini  
Treasurer, Town of South Berwick

The polls for voting on Article 2 by secret ballot will be opened at 6am and will be closed at 8pm. Absentee ballots will be processed Monday, November 1<sup>st</sup> at 10:00am and on Election Day at 9am, 10am, 11am, 2pm, 3pm, 4pm, and 8pm as necessary.

The Registrar of Voters will hold office hours while the polls are open to correct any errors on the voting list or change a name or address, and to accept new enrollments. A person not registered, as a voter may not vote in any election.

Given under our hands this 12th day of October 2010.

\_\_\_\_\_  
David Burke, Chair

\_\_\_\_\_  
Gerald W. MacPherson, Sr.

\_\_\_\_\_  
Michelle Kareckas

\_\_\_\_\_  
David H. Webster

\_\_\_\_\_  
Jean Demetracopoulos



**TOWN COUNCIL**  
***Agenda Information Sheet***

<b>Meeting Date: October 12, 2012</b>	<b>Item # NB 2</b>
<b>Agenda Item: Accept resignation from Conservation Commission</b>	
<b>Interim Town Manager's Recommendation</b>	
John Stirling has submitted his resignation to the Conservation Commission. This leaves the Commission with two members.	
<b>Requested Action</b>	
Motion to accept John Stirling's resignation with regret and thanks for his dedicated service to the Town.	
<b>Vote</b>	

**Roberta Orsini**

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**Subject:** FW: Resignation

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

**From:** [John](#)

**To:**

**Sent:** Friday, September 24, 2010 12:01 PM

**Subject:** Resignation

Pat,

It is with regret that I must resign from the Conservation Commission. As you know I have missed many meetings in the past year and I don't feel I can contribute right now. The Planning Board and work leaves me no spare time. I believe the Conservation Commission needs to be active in town and as a member of the Planning Board I look foreword to working with you in the future.

John Stirling

**TOWN COUNCIL**  
***Agenda Information Sheet***

<b>Meeting Date: October 12, 2012</b>	<b>Item # NB 3</b>
<b>Agenda Item: Review Contract with Efficiency Maine Trust</b>	
<b>Interim Town Manager's Recommendation</b>	
As part of the PACE program Efficiency Maine Trust requires the Town to enter into an administration contract.	
<b>Requested Action</b>	
Motion to enter into a "Property Assessed Clean Energy (PACE) Program Agreement" with the Efficiency Maine Trust and authorize the Town Manager to sign the same?	
<b>Vote</b>	

## PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the “Contract”) is entered into this 12th day of October, 2010, by and between the Town of South Berwick, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is 180 Main Street, South Berwick, ME 03908 (the “**Municipality**”) and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the “**Trust**”). The foregoing also are referred to herein collectively as the “**Parties**” or singly as “**Party**.”

WHEREAS, the 124<sup>th</sup> Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

### WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:

1.1. **PACE agreement.** “Pace Agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

1.2. PACE District. “PACE District” means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality’s boundaries.

1.3. PACE Loan. “PACE Loan” means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.

2. TRUST’S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:

2.1. Administration. Administer the functions of a PACE Program which administration shall include, without limitation:

- A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality’s PACE District;
- B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;
- C. the Trust, or its agent, will disburse the PACE Loan to the property owner;
- D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;
- E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;
- F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;
- G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;
- H. the Trust, or its agent, will be responsible for management of federal grant funds; and
- I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.

2.2. Terms and Conditions. Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.

3.2 Conformity with Home Energy Savings Program. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program.

3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.

3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information available in Town records about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.

3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

4. TERM.

4.1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract.

5. TERMINATION.

5.1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

6. LIABILITY.

6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not

personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

6.2. Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

## 7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

Town Manager  
Town of South Berwick  
180 Main Street  
South Berwick, ME 03908

To the Trust:

Efficiency Maine Trust  
101 Second Street  
Hallowell, ME 04347  
Attention: \_\_\_\_\_

7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.

7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.

7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

MUNICIPALITY

By: \_\_\_\_\_  
Roberta L. Orsini  
Its: Interim Town Manager

EFFICIENCY MAINE TRUST

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Its: \_\_\_\_\_ (Title)