

**VAUGHAN FUND
JANUARY 26, 2010**

Chairman David Burke opened the meeting at 6:30pm. Trustees present included Michelle Kareckas, Jean Demetracopoulos, Gerald W. MacPherson, Sr., and David H. Webster. Town Manager John B. Schempf was also present.

APPROVAL OF MINUTES

On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to adopt the minutes of November 24, 2009 as written.

NEW BUSINESS

1. Treasurer MacPherson gave an overview of the fund balance and the amount available for grants. Current balances through December 31, 2009 are Fidelity \$281,066.23, Kennebunk Savings \$50,397.09, and Edward Jones \$50,498.40, totaling \$381,961.72.

The fund balance increased by \$48,681.56 since January 1, 2009. According to the policy, \$34,077.09 is available for grants (70% of the change in value).

Note was made that the Trustees could disburse more or less than the amount available. Mr. Burke stated that the next meeting would be held after March 1st (applications for grants are due by February 28th). He added that he would like to be conservative with grants.

Mr. Webster asked if we had received any applications yet. No.

ADJOURNMENT

On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to adjourn the meeting at 6:35pm.

Attest:

Barbara Bennett, CCM
Town Clerk

**VAUGHAN FUND
MARCH 23, 2010**

Treasurer Gerald MacPherson, Sr. opened the meeting at 8:02pm. Trustees present included Michelle Kareckas, Jean Demetracopoulos, and David H. Webster. Town Manager John B. Schempf was also present. David Burke was not in attendance.

NEW BUSINESS

The Trustees received 6 grant applications.

1. South Berwick Youth Center - \$1200 for a TV. Louise Anderson was present. Louise stated that the TV would not be used to simply watch television. It would be used to by various groups to watching training videos and also for promoting physical activity on the Wii Fit. Trustee concerns included the actual use of the TV and whether the request actually fit the criteria of winter recreation for the youth of South Berwick.

On a motion by Mrs. Kareckas, seconded by Mrs. Demetracopoulos, it was voted 3-1 (Mr. Webster opposed) to grant the South Berwick Youth Center \$1000 for the purchase of a TV.

2. South Berwick Recreation - \$4800 for a portable ice rink. Sharon Brassard the Recreation Director was present. Jeff Hoerth of the Children's Leadership Council is also involved. Volunteers will be responsible for its set up/take down and maintenance. The initial site under consideration for the rink is in the field near the fire station. Mrs. Demetracopoulos questioned whether there are restricted uses of the area because of the lease to Cummings Mill LLC.

On a motion by Mrs. Kareckas, seconded by Mrs. Demetracopoulos, it was unanimously voted to grant South Berwick Recreation \$4800 for the purchase of a portable ice rink.

3. South Berwick Recreation - \$1150 for winter recreation activities such as tubing, cross country skiing/snowshoeing, and the Powderhouse cardboard box sled derby. Mrs. Brassard stated that these are always popular activities and she is trying to keep the cost manageable.

On a motion by Mrs. Kareckas, seconded by Mr. Webster, it was unanimously voted to grant South Berwick Recreation \$1150 for winter recreation activities.

4. Vaughan Woods Memorial State Park - \$575 for warm-up stations. Glenn Dochtermann, Park Manager was present. He explained that the stations would provide stretch & work-out areas for people prior to walking or running the trails in the park.

On a motion by Mrs. Kareckas, seconded by Mrs. Demetracopoulos, it was unanimously voted to grant \$575 to the Vaughan Woods Memorial State Park for the purchase of materials to build warm-up stations.

5. Vaughan Woods Memorial State Park - \$1250 for maple sugaring. Mr. Dochtermann explained that the funds would be used to purchase the supplies to conduct and demonstrate the practice of tapping trees and collecting and boiling the sap. He added that he is trying to enhance programs and festivities at the Park.

On a motion by Mrs. Kareckas, seconded by Mrs. Demetracopoulos, it was voted 3-1 (Mr. Webster opposed) to grant the Vaughan Woods Memorial State Park \$750 for the maple sugaring at the Park.

6. Vaughan Woods Memorial State Park & South Berwick Recreation - \$1825 for snowshoes. Concerns were raised in regard to equipment access and prioritizing usage for South Berwick residents.

Mr. Webster made a motion to grant \$1825 to be split evenly between the Vaughan Woods State Park and South Berwick Recreation for the purchase of snowshoes and Yak-trax. Mrs. Demetracopoulos seconded the motion.

Mrs. Kareckas made a motion to amend by requiring a policy for disbursement and return of the equipment. Mrs. Demetracopoulos seconded the amendment. The amendment passed with a unanimous vote.

The original motion, as amended, was voted on and passed unanimously.

ADJOURNMENT

On a motion by Mrs. Demetracopoulos, seconded by Mr. Webster, it was unanimously voted to adjourn the meeting at 9:17pm.

Attest:

Barbara Bennett, CCM
Town Clerk

**VAUGHAN FUND
NOVEMBER 23, 2010**

Chairman David Burke opened the meeting at 6:40pm. Trustees present included David H. Webster and John C. Kareckas. Interim Town Manager Roberta Orsini was also present. Jean Demetracopoulos and Gerald W. MacPherson, Sr. were not in attendance.

ORGANIZATIONAL

1. On a nomination by Mr. Kareckas, seconded by Mr. Webster, David Burke was unanimously elected as Chairman and Gerald W. MacPherson, Sr. was unanimously elected Treasurer for the ensuing year.

MINUTES

2. Mr. Webster made a motion to adopt the minutes of January 26, 2010. Mr. Kareckas seconded for discussion. It was agreed that there were not enough members present to take action; Mr. Kareckas was not present at the meetings. Mr. Webster and Mr. Kareckas withdrew their motion and second. On a motion by Mr. Kareckas, seconded by Mr. Webster, it was unanimously voted to table action on the minutes until the next meeting.

NEW BUSINESS

3. The Trustees briefly discussed the proposed Recreation Policy for Snowshoe Use. On a motion by Mr. Webster, seconded by Mr. Kareckas, it was unanimously voted to approve the Recreation Department Snowshoe Policy and authorize the withdrawal of \$1781.33 from the Fidelity account. [The grant was approved at the meeting held March 23, 2010]

Mr. Burke gave an overview of the Fund balance, currently at \$377,189. The majority of funds are currently in cash and CD's.

ADJOURNMENT

On a motion by Mr. Kareckas, seconded by Mr. Webster, it was unanimously voted to adjourn the meeting at 6:51pm.

Attest:

Barbara Bennett, CCM
Town Clerk

**SOUTH BERWICK TOWN COUNCIL
PUBLIC HEARING
2012 BUDGET
APRIL 12, 2011**

Chairman David Burke opened the hearing at 6:30pm. Councilors present included Gerald W. MacPherson, Sr., David H. Webster, and John C. Kareckas. Town Manager Perry A. Ellsworth was also in attendance. Councilor Jean Demetracopoulos was not present. There were approximately 20 residents present.

The purpose of the hearing was to receive public comment on the proposed municipal budget for fiscal year 2012.

Mr. Burke announced that the Assistant Manager and Controller were not available so any questions that could not be answered tonight would be responded to later.

The Town Manager gave an overview of the budget. He stated that the budget as proposed totals \$5,694,032.00 with anticipated revenues of \$2,429,145. The projected tax rate is \$5.73/1000. He added that the new library debt, rising fuel costs, an increase in the cost for road salt, and a decrease in state revenue sharing will certainly impact the budget. He has asked the Council to consider using \$233,000 of the undesignated fund to help offset the rate increase. He has also asked to include a 2% increase for pay raises, sighting the fact that there have been no increases for the last 2 years and no longevity pay for the last 3 years. Mr. Ellsworth stated that this is a no frills budget.

-Ruth Boston, Emery's Bridge Rd, asked for the amount of the total budget and how much it has increased. Total budget is \$5,694,032 and is up about \$500,000.

-Norman Fortier, Rodier Rd, asked if use of the undesignated fund was feasible considering that other towns are doing it. Mr. Burke stated that other towns may have a higher surplus balance, such as North Berwick. Mr. Burke added that we are trying to get our fund balance to a healthy level. Mr. Ellsworth stated that we should have at least enough to cover a 60 day period. The payment to the school district is over \$500,000 a month and added to the Town's expenses a 60 day period is equivalent to our current fund balance of approximately \$1.8 million.

-Dick Tetu, Hooper Sands Rd, asked if the overage in the highway budget was due to just snow plowing. The response was no, it is the overall budget.

Audrey Fortier, Rodier Rd, asked if 'undesignated fund' is a synonym for 'surplus'. Mr. Burke stated that it was. He added that you should have 3-4 months of expenses in the bank. It should be considered more like a savings account or safety net. The current undesignated fund balance is \$1.8 million.

-Eric Pelchat, Front St, questioned the need for a high surplus considering the fact that we don't have a single major tax payer to be concerned about losing. Mr. Pelchat added that he would like to see some use of the undesignated fund and asked that the overlay be kept at a minimum.

-Albert Roberge, Butler St, stated that the surplus is there to be used to pay bills until tax monies are received. He added that the Town should not use tax anticipation loans.

-Sue Roberge, Berwick Rd, asked what last year's overlay was and how much of it will be going back into the undesignated fund. Mr. Ellsworth stated it was \$465,899 and \$445,000-\$450,000 would be returned to surplus. He added that it is part of the \$1.8 million fund balance. Mrs. Roberge asked what percentage of taxes had been collected to date. Approximately 93%.

-Norma Tutelian, Butler St, asked what we do with a Planning Board that doesn't want any industry in town.

-Sue Roberge, Berwick Rd, asked that she receive verification whether the unused overlay for FY2011 is already included in the \$1.8 million surplus balance or not.

-Mr. MacPherson stated that "we're one of you"; we feel the same pain. He added that this budget is tight and there are no extras.

-Mr. Kareckas stated that the Council tried to budget with the trend. Keeping things artificially low could be dangerous later.

-Mr. Burke announced that he would take comments and questions on each departmental budget. [If there were no public comments on a specific budget it is not listed below]

Control/Collection:

-Cliff Cleary, Spillane's Hill, asked what the amount for professional services was. It includes printing of tax bills and audit services.

Administration:

-Cliff Cleary and Ruth Boston both questioned whether the Town Reports would be mailed. Mr. Ellsworth stated that they would not due to the added cost.

-Audrey Fortier questioned the amount for web/internet. It includes the cost of the Town's website and internet access.

-Ruth Baker, media rep, asked what was included in professional services. It consists mostly of legal expenses.

Planning:

Mr. Burke stated that the salary line has decreased because we no longer have a Planner. We currently share a Planning Coordinator with Eliot.

-Ruth Baker asked what was included in professional services. It consists of mapping and GIS services

Town Hall:

-Eric Pelchat questioned why there is money in 3 different budgets for brick work at the Town Hall. Mr. Ellsworth stated that he did not have answer currently but would check it.

Community Center:

-Norman Fortier questioned the large increase for maintenance and repairs. The increase consists of needed painting, electrical & plumbing work, outside lighting, landscaping, and sill work.

-Norma Tutelian asked how much revenue the Town receives for meals. Mr. Ellsworth stated that he did not have the figure, but fund raisers pay for the activities at the center.

Employee Benefits:

-Mr. Ellsworth stated that the change in health plans a couple of years ago saved the Town over \$58,000 and we are still seeing the benefit of the change. The increase this year is approximately 6%-7%, which is significantly less of an increase than what other plans would be.

-Eric Pelchat questioned the difference between the Maine State Retirement line and the Retirement Contribution line and why there was an increase in one and a decrease in the other. Mr. Ellsworth explained that the ME State Retirement amount has increased due to the police contract; current year is 8.1%, this budget includes 10.2% increase, next year will be 12.1%. A higher Town match is required for the Police Union employees.

The Town matches 6.5% on retirement accounts, therefore with the contractual increase for contributions to ME State the Town won't be contributing the difference (from the 6.5%) to other plans for the Police Union employees. The Town currently pays 3.5% contribution to ME State for non-union employees.

-Ruth Boston questioned if the employees pay a part of the cost for health insurance. Mr. Ellsworth stated that employees pay 15% of the cost.

Fire Department:

-Mr. Ellsworth stated that some funds were moved out of the CIP to cover some expenses. Use of the Wentworth fund was briefly mentioned.

Emergency Management Services:

-Sue Roberge asked if the salary line was just for the Director Blain Cote. Mr. Ellsworth explained that it was. An additional \$5,000 was asked for to pay the two deputies; it was taken out of the budget.

-Audrey Fortier asked who was in charge if road barriers were needed for flooding roads. Mr. Ellsworth stated that as the Town Manager he is ultimately responsible; however in a declared emergency Blain Cote would be in charge. Note was made that Highway, Police and Fire would all be involved.

Emergency Rescue Services:

-Sue Roberge asked if South Berwick Rescue provided mutual aid to other communities. Yes, there have been no changes. Ms. Roberge also asked if a new ambulance was to be purchased this year. Yes.

Police Department:

-George Gorman, Agamenticus Rd, questioned the increase in the traffic control line. Chief Lajoie stated that the department is trying to meet the public's need by having additional staff for certain days and times.

Highway Department:

-Mr. Burke stated that fuel and salt costs are a significant part of the increase in this budget.

-Mr. Ellsworth commented that he and Jon St. Pierre intend to take an intensive look at the roads over the next year to determine the best course of action. Mr. Kareckas added that we, like the feds/state and other towns are falling behind.

-Norman Fortier questioned the increase in winter contracts. Mr. Ellsworth stated that he was not sure if it was due to an increase in the cost of trucks we hire to help with plowing.

-Ruth Boston questioned whether food is provided at the highway garage. Yes.

-Mark Benoit, Parent St, asked if the new truck has been purchased and for how much. Mr. Ellsworth stated that we are still looking and it could cost upwards of \$150,000.

Town Garage:

-Dick Tetu questioned whether the Regional Maintenance Facility is still being utilized. Mr. Ellsworth stated that we are currently operating at a small profit at the Facility. He added that we are also getting more use of the Town owned vehicles due to the regular maintenance they now receive at the Facility.

Transfer Station:

-Cliff Cleary asked if the Town has looked at single stream waste and/or curbside pickup.

Mr. Ellsworth stated that he has a meeting in a couple of weeks regarding single stream, but cautioned that it has been his experience that there are more costs involved and could have the effect of costing the Town more. Curbside pickup is available to individuals that wish to pay for it privately. He added that several towns are looking at combining into a regional facility. Mr. Cleary also commented that the Transfer Station budget and Solid Waste Transportation budget should be combined to reflect the true costs.

-Norman Fortier questioned the increase in tipping fees. Mr. Ellsworth stated that they are up and need to be reviewed.

-Kevin Sarzynski, Tamarack Dr, asked where the budget reflects the revenues from selling the commodities (recyclables). It is included in the revenues (under recycling sales).

Library:

-Sue Roberge asked why the increase in LP Gas. It was explained that was to heat the new library building next winter while it is being completed. Ms. Roberge also asked if there is a projected move date from the old library to the new one. Mr. Ellsworth responded that the building will be made weather tight by November and there is currently no set date for the actual move.

-Norma Tutelian asked how much the Friend's of the Library have raised so far. Mr. Ellsworth stated that they have raised about \$150,000.

Social/Civic Contributions:

-Pat Robinson, Brattle St, asked what the Old Berwick Historical Society request was. It was explained that the initial request was for \$4200 to cover lighting of the flag and to catalogue the repair work necessary in the cemeteries. The Council chose to fund just the flag lighting at this time, but will revisit the issue after the town meeting.

Contingency Funding:

-Mr. Ellsworth explained that currently if everyone were to leave the Town's employ there is a \$239,000 unfunded liability for payouts of vacation and sick time. The Contingency Fund only has a balance of \$30,000 and needs to be increased.

Capital Improvements:

-Mr. Burke commented that we have been neglecting our roads for the last couple of years and will have to replace the funds that have been removed from the budget.

-Mr. Ellsworth stated that he plans on making changes to this budget next year. It would be more appropriate for some items to be moved into the specific departmental budget.

-George Gorman commented that the Fire Department would like to see the \$30,000 from the Wentworth fund used toward a new truck instead of being used to purchase incidental equipment. Kevin Sarzynski spoke in support of Chief Gorman and hoped that the Council would consider his recommendation.

-Sue Roberge asked if we had the budget numbers from the County and School. Mr. Ellsworth stated that the County is down slightly, but this will be the last year that it will fund social and civic programs. The School may go up slightly. Pat Robinson committed that donations can be made to Sobo Central for the fuel fund and the food pantry.

-Sue Roberge commented that she felt this budget is pretty lean; but asked the Council to consider using some of the undesignated fund to help offset the tax rate increase.

The hearing was closed at 8:44pm.

Attest:

Barbara Bennett, CCM

SOUTH BERWICK TOWN COUNCIL
APRIL 12, 2011

Chairman David Burke called the meeting to order at 8:57pm. Those present included Councilors Gerald W. MacPherson, Sr., David H. Webster, and John C. Kareckas. Town Manager Perry Ellsworth was also in attendance. Jean Demetracopoulos was not present.

APPROVAL OF MINUTES

1. Board of Assessors 3-22-11: On a motion by Mr. Webster, seconded by Mr. Kareckas, it was unanimously voted to adopt the minutes as written.
2. Town Council 3-22-11: On a motion by Mr. MacPherson, seconded by Mr. Webster, it was unanimously voted to adopt the minutes as written.

SIGNING OF TREASURER'S WARRANT – April 12, 2011

On a motion by Mr. Webster, seconded by Mr. Kareckas, it was unanimously voted to sign the Treasurer's Warrant in the amount of \$763,576.00.

PUBLIC COMMENT

1. Pat Robinson, Conservation Commission, stated that she will be presenting a request for funds to help with the eradication of the woolly adelgid that has been found in Vaughan's Woods.
2. Eric Pelchat, Front St, asked when the Town Reports will be available. Mr. Ellsworth stated that they are expected in a couple of weeks or so.

TOWN MANAGER'S REPORT

- Bridge work has begun on Main Street (Route 4).
- The communication tower project is moving forward. We are still working on the lease with the Water District.
- Opportunities for moving/demolition of the Rectory end on Friday. We have received 4 proposals so far.
- Encouraged everyone to attend the Library information meeting on Thursday April 14th.

NEW BUSINESS

1. On a motion by Mr. MacPherson, seconded by Mr. Kareckas, it was unanimously voted to approve the renewal of BBI Waste Industries Solid Waste Hauler License to March 31, 2012.

Mr. Webster asked if the Manager had talked with Waste Management regarding the issues with issuing their license. Mr. Ellsworth stated that he has tried to contact Mr. Welch, but has had no response.

2. On a motion by Mr. Webster, seconded by Mr. MacPherson, it was unanimously voted to accept the donation of fire hose testing equipment from Evonik Company of Sanford. Note was made that this equipment has already been here for a year or so. Mr. Ellsworth commented that all donations must be accepted by the Council. Mr. Burke and Mr. Kareckas expressed their concerns regarding maintenance costs and if additional items are required to make the equipment work, (respectively).

3. On a motion by Mr. Webster, seconded by Mr. MacPherson, it was unanimously voted to sign the Certificates of Settlement discharging Roberta Orsini from collecting the following taxes: 2007 = \$474.32, 2008 = \$1,002.60, 2009 = \$1,171.14, 2010 = \$1,123.85, 2011 = \$516,108.49, and to sign the Certificate of Recommitment to Perry A. Ellsworth requiring the collection of the following taxes: 2007 = \$474.32, 2008 = \$1,002.60, 2009 = \$1,171.14, 2010 = \$1,123.85, 2011 = \$516,108.49.

Mr. Ellsworth explained that the Charter calls for the Town Manager to be the Treasurer and Tax Collector and this is a formality.

COUNCIL MEMBER COMMENTS

1. Mr. MacPherson:

-Commented that according to PWD Jon St. Pierre, the State will be core drilling on the Brattle Street Bridge and will be added to the State's bridge work list next year.

-Congratulated Mr. Webster for another fine performance in the Community Chorus.

2. Mr. Burke:

-Commented that the annual Rotary Club GOB was well attended.

-Commented that the Community Chorus is another great community event.

3. Mr. Webster:

-Thanked the other Councilors for attending the Chorus' events. He added that there are a number of South Berwick people involved and they should all be commended.

4. Mr. Kareckas:

-Made note that he will not be able to attend the Library informational meeting on Thursday due to a work schedule conflict.

ADJOURNMENT

On a motion by Mr. Webster, seconded by Mr. Kareckas, it was unanimously voted to adjourn the meeting at 9:22pm.

Attest:

Barbara Bennett, CCM

TOWN OF SO. BERWICK
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00028054	140532 NCO FINANCIAL SYSTEMS INC	04/26/2011	14.28
00028154	132500 SECRETARY OF STATE M/V	04/26/2011	11,650.25
00028155	140532 NCO FINANCIAL SYSTEMS INC	04/26/2011	17.85
00028156	189999 REFUNDS	04/26/2011	200.00
00028157	140532 NCO FINANCIAL SYSTEMS INC	04/26/2011	17.85
00028158	010336 AGGREGATE RECYCLING CORP	04/26/2011	2,112.10
00028159	010585 AMAZON	04/26/2011	66.72
00028160	020225 BAKER & TAYLOR	04/26/2011	279.31
00028161	021300 BERNSTEIN SHUR	04/26/2011	746.10
00028162	021510 TOWN OF BERWICK	04/26/2011	8,582.66
00028163	021668 BLOW BROS	04/26/2011	56.28
00028164	022300 BOWS AND BALLOONS BY BRINA	04/26/2011	55.00
00028165	022732 CHRISTOPHER BURBANK	04/26/2011	508.48
00028166	030725 CITIZENS BANK (CHG)	04/26/2011	178.53
00028167	030920 CLEAN-O-RAMA	04/26/2011	306.65
00028168	031355 TERRIE COLLINS	04/26/2011	100.00
00028169	031350 COLLINS SHEET METAL INC.	04/26/2011	100.00
00028170	031430 COMCAST	04/26/2011	95.00
00028172	032002 ONE COMMUNICATIONS	04/26/2011	1,108.35
00028173	040145 DECHO CORPORATION	04/26/2011	128.21
00028174	040580 TRAVIS DOIRON	04/26/2011	25.00
00028175	050798 ELIOT SMALL ENGINE REPAIR INC	04/26/2011	22.89
00028176	050970 KAREN ESTEE	04/26/2011	48.41
00028177	060100 HOWARD P FAIRFIELD INC	04/26/2011	1,071.23
00028178	141000 FAIR POINT COMM	04/26/2011	136.26
00028179	060260 FASTENAL COMPANY	04/26/2011	33.98
00028180	060300 FAVORITE FOODS INC	04/26/2011	190.14
00028181	010525 G&K SERVICES	04/26/2011	1,018.68
00028182	070200 P GAGNON & SON INC	04/26/2011	3,671.62
00028183	070385 WIB GOINS	04/26/2011	41.00
00028184	070600 GEORGE GORMAN	04/26/2011	392.30
00028185	071086 GREAT WORKS FAMILY PRACTICE	04/26/2011	250.00
00028186	071180 GROUP DYNAMIC INC	04/26/2011	165.00
00028187	191330 HANNAFORD'S	04/26/2011	561.15
00028188	080248 HANSCOM'S TRUCK STOP INC	04/26/2011	5,918.95
00028189	080450 HARVARD PILGRIM HEALTH CARE	04/26/2011	23,294.76
00028190	080650 HIGHSMITH	04/26/2011	8.64
00028191	080998 HOME DEPOT	04/26/2011	25.97
00028192	090240 INTERNATIONAL ASSOC. OF FIRE	04/26/2011	234.00
00028193	100162 JCJ ARCHITECTURE	04/26/2011	4,000.00
00028194	141367 KONE INC	04/26/2011	183.77
00028195	140500 LABORATORY CORP/AMERICA HOLDIN	04/26/2011	60.45
00028196	120170 LACAL EQUIPMENT INC	04/26/2011	494.60
00028197	120510 LAWSON PRODUCTS INC.	04/26/2011	158.59
00028198	121300 LINCOLN PRESS	04/26/2011	46.20
00028199	132400 MAINE SAD #35	04/26/2011	569.75
00028200	132990 MAINE PEOPLE'S RESOURCE CENTER	04/26/2011	21.80
00028201	133375 MAINE ENERGY RECOVERY CO.	04/26/2011	3,062.72
00028202	132320 MAINE STATE LIBRARY	04/26/2011	143.00
00028203	133195 MAINE TURNPIKE AUTHORITY	04/26/2011	8.15
00028204	133358 W.B.MASON	04/26/2011	1,081.30
00028205	133930 CHARLES MITCHELL	04/26/2011	35.00
00028206	134300 MAINE MUNICIPAL EMPLOYEES	04/26/2011	3,773.72
00028207	134601 EXXON/MOBIL	04/26/2011	500.47
00028208	134754 MORIN STEEL INC	04/26/2011	19.55
00028209	135220 MUNICIPAL TOY CO INC.	04/26/2011	381.00

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 1
Agenda Item: Adopt Fiscal Year 2012 Budget, sign warrant for Town Meeting	
Town Manager's Recommendation	
<p>The warrant has been prepared for Town Meeting. The articles presented represent the Town Council's proposed budget as presented for the Public Hearing held April 12, 2011.</p>	
Requested Action	
Motion to adopt the Fiscal Year 2012 Budget and sign the Warrant for Town Meeting.	
Vote	

TOWN OF SOUTH BERWICK
WARRANT
2011/2012

State of Maine

County of York, ss.

TO: Joseph Rousselle, a Resident of South Berwick in the County of York, State of Maine.

GREETINGS:

In the name of the Town of South Berwick, you are required to notify the inhabitants of said Town, qualified to vote in Town affairs, to assemble in the R.P.Gagnon Assembly Hall at the Town Hall on Main Street in said Town on Tuesday, the 7th day of June 2011, at 6:00 o'clock in the evening, then and there to act on the following articles:

ARTICLE 1. To elect a moderator to preside at said meeting. Election to take place at 6:30 p.m. Business session will be held immediately following.

ARTICLE 2. To see if the Town will authorize the Town Council to dispose of tax acquired property in any manner in which the Town Council deems to be in the best interests of the Town.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 3. To see if the Town will vote to authorize the Tax Collector to charge and collect interest at a rate of seven (7) percent per annum on all unpaid taxes not paid by the due dates, with one-half of the taxes due on September 30, 2011 and one-half due on March 31, 2012.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 4. To see if the Town will vote to authorize the Tax Collector to accept prepayment of taxes not yet due or assessed. Any excess paid in over the amount finally assessed shall be repaid at zero (0) percent interest.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 5. To see if the Town will vote to authorize the Tax Collector to continue an eight (8) month payment plan known as the "Tax Club", with interest waived for all members of the Club making regular payments in accordance with the rules and regulations governing said Club.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 6. To see if the Town will vote to set the rate of interest paid on overpayment of taxes due to abatement at three (3) percent per annum as per MRSA36/506A.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 7. To see if the Town will vote to appropriate from undesignated fund the payment of property tax abatements (and applicable interest) granted during this fiscal year.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 8. To see what sum the Town will vote to raise and appropriate for Police Services.

pages	Police Department	\$ 778,684
W-	Animal Control	9,865
to	Dispatch Center	337,372
W-	Total	\$1,125,921

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$1,125,921

ARTICLE 9. To see what sum the Town will vote to raise and appropriate for Emergency Services.

pages	Fire Department	\$ 174,305
W-	Emergency Management Services	5,905
to	Emergency/Rescue Services	84,000
W-	Water Assessment/Fire Protection	299,735
	Total	\$ 563,945

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 563,945

ARTICLE 10. To see what sum the Town will vote to raise and appropriate for Public Works Department.

pages	Town Hall	\$ 77,852
W-	Community Center	76,261
and	Highway	708,920
W-	Public Facilities	34,550
through	Town Garage	14,650
W-	Transfer Station	296,954
	Solid Waste Transportation	80,550
	Total	\$ 1,289,737

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 1,289,737

ARTICLE 11. To see what sum the Town will vote to appropriate from Department of Transportation Highway Block Grant funds and raise and appropriate from general taxation and other revenue sources for Capital Improvements – Roads.

page	Roads	\$ 250,000
W-	Total	\$ 250,000

W-
and
W-
TOWN COUNCIL RECOMMENDS:
Appropriate from DOT Highway Block Grant
and
Raise and appropriate from general taxation
and other revenue sources \$ 175,564

ARTICLE 12. To see what sum the Town will vote to raise and appropriate for General Government.

pages	Town Council	\$ 3,300
W-	Town Manager	151,047
through	Control/Collection	197,471
W-	Computer	38,470
and	Administration	161,493
W-	Tax Assessment	97,941
and	Employee Benefits	758,175
W-	Street Lights	43,000
	Compensated Absence Reserve	30,000
	Total	\$ 1,480,897

TOWN COUNCIL RECOMMENDS:
 Raise and appropriate from general taxation
 and other revenue sources \$ 1,480,897

ARTICLE 13. To see what sum the Town will vote to appropriate from Bond Refund and raise and appropriate from general taxation and other revenue sources for Debt Service.

page	Community Center Debt	\$ 89,556
W-	Young Street Debt	56,180
	2010 CIP Debt	45,588
	Library Construction Debt	167,834
	Total	\$ 359,158

TOWN COUNCIL RECOMMENDS:
 Appropriate from Bond Refund \$ 8,100
 and
 Raise and appropriate from general taxation
 and other revenue sources \$ 351,058

ARTICLE 14. To see what sum the Town will vote to raise and appropriate for the Records Department.

page	Town Clerk	\$ 65,316
W-	Total	\$ 65,316

TOWN COUNCIL RECOMMENDS:
 Raise and appropriate from general taxation
 and other revenue sources \$ 65,316

ARTICLE 15. To see what sum the Town will vote to raise and appropriate for Code Enforcement and Health Departments.

page	Code Enforcement	\$ 65,632
W-	Planning	44,783
to	Historic District Commission	250
W-	Zoning Board of Appeals	160
	Total	\$ 110,825

TOWN COUNCIL RECOMMENDS:
 Raise and appropriate from general taxation
 and other revenue sources \$ 110,825

ARTICLE 16. To see what sum the Town will vote to raise and appropriate for Public Welfare Department.

page	Social Services	\$ 78,071
W-	Social/Civic Contributions	3,795
to	Total	\$ 81,866
W-		

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 81,866

ARTICLE 17. To see what sum the Town will vote to raise and appropriate for Recreation/Parks and Conservation Departments.

page	Recreation	\$ 65,647
W-	Conservation Commission	5,100
	Total	\$ 70,747

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 70,747

ARTICLE 18. To see what sum the Town will vote to raise and appropriate for the Library.

page	Library	\$ 119,620
W-	Total	\$ 119,620

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 119,620

ARTICLE 19. To see what sums the Town will vote to raise and appropriate for Capital Improvements - Reserves.

page	Highway Equipment	\$ 100,000
W-	Office Equipment	16,000
and	Fire Equipment	22,000
W-	Transfer Station	10,000
	Town Buildings	12,000
	Total	\$ 160,000

TOWN COUNCIL RECOMMENDS:
Raise and appropriate from general taxation
and other revenue sources \$ 160,000

ARTICLE 20. To see what sum the Town will vote to appropriate from the Wentworth Fund for Capital Improvements – Fire Equipment Reserve.

page	Fire Equipment	\$ 16,000
W-	Total	\$ 16,000

TOWN COUNCIL RECOMMENDS:
Appropriate from Wentworth Fund \$ 16,000

ARTICLE 21. To see what sum the Town will vote to apply from Excise Taxes, Non-Tax General Fund Revenues, Revenue Sharing, BETE Reimbursement and Homestead Exemption Reimbursement to use toward the 2011/2012 Budget Appropriations, thereby decreasing the amount to be raised by taxation.

TOWN COUNCIL RECOMMENDS THE FOLLOWING APPLICATIONS:

pages	Excise Taxes	\$ 1,000,000
W-	Non-Tax General Fund Revenues	662,042
to	State Revenue Sharing	375,000
W-	Homestead Exemption Reimbursement	125,000
	BETE Reimbursement	12,000
	Total	\$ 2,174,042

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 22. To see if the Town will vote to increase the property tax levy limit of \$ 3,000,599 established for the Town of South Berwick by State law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that is greater than that property tax levy limit.

TOWN COUNCIL RECOMMENDS: Adoption

ARTICLE 23. To see if the Town will vote to adjourn the Town Meeting.

Given under our hands in the Town of South Berwick, this 26th day of April 2011 A.D.

David Burke

Jean Demetracopoulos

Gerald W. MacPherson Sr.

David H. Webster

John Kareckas

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 2
Agenda Item: Discuss status of Balancing Rock funds	
Town Manager's Recommendation	
Attached you will find the legal opinion from MMA regarding the funding for the Balancing Rock purchase.	
Requested Action	
Council wishes	
Vote	

Roberta Orsini

From: Richard Flewelling [rflewelling@memun.org]
Sent: Tuesday, March 17, 2009 2:57 PM
To: Roberta Orsini
Subject: RE: Fund Balance (South Berwick)

Roberta,

It's not that there's a statute requiring a town meeting in this case. It's that under State law the town meeting is the municipal budgetary authority except to the extent a municipal charter has vested this authority in another body. I do not interpret your charter as doing so (at least for appropriations of \$10,000 or more), thus, I believe town meeting action would be needed to rescind an appropriation by a prior town meeting. This is why I don't think the Council on its own could undo this appropriation. Also, I know of no legal restrictions on how long funds may remain in a "standing" account.

Please let me know if you have anything further.

Best,
Richard P. Flewelling, Assistant Director
Legal Services Department
Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

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From: Roberta Orsini [mailto:rorsini@sbmaine.us]
Sent: Tuesday, March 17, 2009 2:18 PM
To: Richard Flewelling
Subject: RE: Fund Balance (South Berwick)

Hi Richard,
Thank you for this information. To follow up: is there a State Statute requiring we hold a Town Meeting and if not, are there prohibitions against leaving the funds in a designated account. Also can the Council at a Council Meeting undo this Town Meeting action?
Thank you,
Roberta

From: Richard Flewelling [mailto:rflewelling@memun.org]
Sent: Tuesday, March 17, 2009 1:32 PM
To: Roberta Orsini
Subject: RE: Fund Balance (South Berwick)

Dear Roberta,

To summarize, on July 24, 2006 a Special Town Meeting voted to appropriate \$35,000 from the Undesignated General Fund Balance to the Great Works Regional Land Trust to purchase the "Balancing Rock" property. By letter dated March 23, 2007 town attorney Christopher Vaniotis advised the Council to delay disbursement of these funds until doubts about the Land Trust's title to the rock have been resolved. To date, the funds have not been disbursed. Now, a Councilor has asked how to

3/17/2009

undo this appropriation.

My advice would be to include an article in a future town meeting warrant to rescind the July 24, 2006 vote. This would be consistent not only with the fact that the appropriation was made by a town meeting in the first place but also with the spirit (if not the letter) of Article VII, Section 2 of the Town Charter ("When action by town meetings required").

I recommend a warrant article in substantially the following form: "To see if the Town will vote to rescind the action taken under Article 5 at the July 24, 2006 Special Town Meeting (appropriating \$35,000 from the Undesignated General Fund Balance to the Great Works Regional Land Trust to purchase the 'Balancing Rock' property)."

Incidentally, there is no legal time limit *per se* on "standing" appropriations such as this one.

I hope this advice is helpful. As always, please let me know if you have any further questions or comments.

Best regards,

Richard P. Flewelling, Assistant Director

Legal Services Department

Maine Municipal Association

60 Community Drive, Augusta, ME 04330

1-800-452-8786 (in-state)

207-623-8428

FAX 207-624-0187

legal@memun.org

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From: Roberta Orsini [mailto:rorsini@sbmaine.us]

Sent: Tuesday, March 17, 2009 11:42 AM

To: Legal Services Department

Subject: Fund Balance

Hi Mary,

I have been asked to forward these materials to you for review. In 2006 at a Special Town Meeting, a vote was taken to expend \$35,000 to the Great Works Regional Land Trust for the purchase of the property known as the "Balancing Rock" (please see article 5). I have also attached a written opinion on this purchase from C. Vaniotis. In keeping with this opinion, the Council has not expended the funds to the Land Trust until there is an agreement with the landowner or a court decision.

A current Town Councilor has asked how we might return these funds to the undesignated fund balance. Unless there is a State Statute regarding a time limit, the staff believes since these funds were appropriated at a Special Town Meeting, a warrant article should be added to our Annual Town Meeting to reverse the action taken on July 24, 2006.

Would you please have an attorney review these materials so we may offer a legal opinion to the Council on the best approach at this time. I expect there may be some healthy debate on this question. If at all possible, would the attorney please respond in writing to this email?

Thank you,
Roberta

Roberta Orsini
Assistant Town Manager
Town of South Berwick
207-384-3300 ext. 113
207-384-3303-fax

3/17/2009

ARTICLE 5:

Robert Gagne made a motion to appropriate and expend \$35,000 from the Undesignated General Fund Balance to be granted to the Great Works Regional Land Trust to purchase the property known as the "Balancing Rock".

Albert Roberge questioned where the funding for the article was coming from since it was not budgeted. Mr. Grossman stated that it would come from the undesignated fund. An unexpected increase of \$40,000 in revenues would cover the funding. Mr. Roberge also questioned why the issue was not being considered at the November election. Mr. Clough stated the Land Trust's purchase option would expire prior to the election. He also asked about the property and its tax status. It was explained that the Land Trust does pay taxes, but the amount of taxes will probably be reduced if the property is placed in tree growth or open space status.

In response to questions by Deidre Williams and Ruth Boston, Jean Demetracopoulos of the GWRLT stated that the land would be open to all for no fee.

Barbara Hopkins commended the Land Trust for their efforts.

Article 5 passed with a vote of 121 yes and 16 no.

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 3
Agenda Item: Discuss/take action on citizen request for a Communication Committee	
Town Manager's Recommendation	
I have added this to the agenda for the Council to have an opportunity to take action if desired.	
Requested Action	
Council wishes	
Vote	

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 4
Agenda Item: Authorize the License Agreement with Water District	
Town Manager's Recommendation	
<p>Attached is a License Agreement between the Town and the South Berwick Water District for the purpose of installing the Public Safety Communications Repeater on the Water Districts property. This agreement has been thoroughly vetted by Bernstein, Shur.</p> <ul style="list-style-type: none"> • The term of the agreement is 10 years with a 5 year automatic renewal unless notice is served to the Water District 180 days prior to the contract expiration. • The lease payment is \$300/year • The Maintenance fee is \$100/year with review at year(s) 1, 4 & 7 <p>Request authority to enter into an agreement with the Water District effective July 1, 2011, with the understanding construction will commence immediately.</p>	
Requested Action	
Motion to authorize the Town Manager sign the License Agreement with the South Berwick Water District with an effective date of July 1, 2011.	
Vote	

LICENSE AGREEMENT

This Agreement is made this ____ day of _____ 2011 between the SOUTH BERWICK WATER DISTRICT, having an address at 80 Berwick Road, South Berwick, ME 03908, hereinafter referred to as "Owner", and the TOWN OF SOUTH BERWICK, having an address at 180 Main Street, South Berwick, ME 03908, hereinafter referred to as the "Licensee".

In consideration of the mutual covenants and obligations herein contained, Owner and Licensee agree as follows:

1. LICENSE - Owner hereby grants non-exclusive permission to Licensee to install, maintain, operate and remove only the communications equipment (the "Equipment") described in **Exhibit A** upon the Premises (as hereinafter defined) to be constructed by Owner at a parcel shown as South Berwick Tax Map 26, Lot ____.
2. PREMISES – The premises shall include (a) space on a 100 foot tower to be constructed by Owner in accordance with [refer to plans/construction contract with **Two-Way Construction, Inc.**], and (b) space within an onsite eight foot by eight foot wooden equipment building to be constructed by Owner. The equipment building shall have electrical power and a standby electric starting generator.
3. INSTALLATIONS - Licensee shall submit to Owner for review and approval, detailed written plans and specifications as to the Equipment to be installed at the Premises. Owner shall not unreasonably withhold such approval. The installation of Licensee's Equipment shall be performed at Licensee's expense in accordance with the Technical Standards set forth in **Exhibit B** (the "Technical Standards"). The location at which the Equipment is installed shall be as set forth in [refer to plans/construction contract with **Two-Way Construction, Inc.**]. Licensee shall be solely responsible for ensuring that its Equipment is properly installed. Owner shall install electric circuits at the Premises with sufficient capacity to meet Licensee's needs for the Equipment.
4. INTERFERENCE – Licensee agrees not to allow any use of Licensee's Equipment or the Premises that may cause interference with or cause the improper operation of the Premises, Owner's related equipment, Owner's communications signal or system, or any third party's equipment or communications system located on the tower prior to Licensee's use of the tower. In the event Licensee's Equipment or Licensee's use of the Premises causes measurable interference with or the improper operation of the Premises, Owner's related equipment or communications system or any third party's equipment or communications system located on the tower prior to Licensee's use of the tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Owner's sole satisfaction, except that Licensee shall not be required to cease operations essential to public safety until Licensee has made alternative arrangements for public safety communications, which Licensee shall do as expeditiously as possible. Owner agrees not to allow any subsequent third party's use of equipment or the Premises that may cause interference with or cause the improper operation of the Premises or Licensee's Equipment. In the event any subsequent third party causes measurable interference with or the improper operation of the Premises or Licensee's Equipment, Owner, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Owner's cost.
5. COMPLIANCE WITH STATUTES AND REGULATIONS - Licensee's Equipment shall be installed, operated and maintained in accordance with the requirements and specifications of all laws, codes and regulations of all governmental bodies and agencies having any jurisdiction there over and in compliance with any rules and/or orders now in effect or that hereafter may be issued by the Federal Communications Commission (the "FCC") or any other governmental body or agency. It is the Licensee's responsibility to know and conform to these laws, codes or regulations and to obtain all required permits prior to the date of installation of its Equipment. Prior to commencing installation of its Equipment at the Premises, if requested by Owner, Licensee shall provide Owner with a copy of its license for the Equipment to be located at the Premises to the

extent such license is required by applicable laws.

6. SERVICES BY OWNER - In the case that Owner provides repair, technical, removal or other services (including but not being limited to legal or engineering services) directly or indirectly to Licensee in response to a written request by Licensee, Licensee shall reimburse Owner for those expenses and costs incurred by Owner in the provision of such services, such reimbursement being made solely and directly to Owner.

7. MAINTENANCE OF LICENSEE'S EQUIPMENT - Licensee shall, at its own expense, operate and maintain all Equipment it installs at the Premises in a safe condition, in good repair and in a manner suitable to Owner so as not to conflict with the use of the Premises by Owner or any other licensees or lessees using the Premises

8. LIABILITY FOR LICENSEE'S EQUIPMENT - Equipment installed by Licensee shall remain personal to Licensee. Licensee agrees that Owner shall bear no responsibility for or act as a guarantor of Licensee's Equipment, the installation, operation, security, maintenance or removal thereof or the services provided thereby. Licensee shall be responsible, at its sole expense, for any taxes or assessments imposed upon Licensee's Equipment.

9. ACCESS - Licensee shall have access to the Premises for the purpose of installing, operating, inspecting, servicing, maintaining, repairing and removing its Equipment 24 hours a day, 7 days a week, subject to the reasonable security, safety and identification procedures required by Owner. Licensee shall be permitted access to the areas where Licensee's connecting equipment is located for the purposes of installing, operating, maintaining, and repairing same. Only authorized engineers, employees, contractors and agents of Licensee, FCC inspectors, or persons under Licensee's direct supervision, will be permitted to enter the Premises, and only for the purposes of installing, operating, removing, servicing, repairing, inspecting or maintaining Licensee's Equipment.

10. TERM - This Agreement shall become effective upon the date written above (the "Commencement Date"), and shall continue in effect for a term of 10 years, expiring upon _____, 2021, unless otherwise terminated in accordance with the provisions of this Agreement.

The term of this Agreement will automatically renew for one (1) additional five (5) year term, upon the same terms and conditions, unless Licensee notifies Owner in writing of Licensee's intention not to renew this Agreement at least six (6) months prior to the expiration of the then-existing term.

11. LICENSE FEE - Licensee shall pay for the use of the Premises the annual license fee specified in **Exhibit A**, payable monthly in advance on the first (1st) day of each calendar month during the term hereof, and all renewal terms, commencing on the Commencement Date of this Agreement as provided in Paragraph 10. In the event the Commencement Date is not the first (1st) day of the calendar month, the license fee for such month shall be apportioned. All license fee payments will be made to Owner at its address as provided in **Exhibit A** (or such other address as Owner may designate by written notice to Licensee) and shall be paid on the date due without notice and without abatement, deduction or set-off.

12. INSURANCE - The Owner and Licensee shall maintain liability, property and casualty insurance on their own equipment to the same extent as it maintains such insurance on other municipal property and facilities. Licensee shall, during the term of this Agreement, including any renewals and any holding-over thereafter, provide to Owner, upon request, current certificates of insurance evidencing that such insurance is in full force and effect.

13. RIGHTS TO EQUIPMENT - During the term of this Agreement, provided that Licensee is not in default hereunder, Owner shall not claim any interest in, make claim to, or assert any right to the Equipment installed by Licensee. In the case of damage to the Premises caused by or resulting from the acts or omissions of Licensee,

its agents or contractors, Licensee agrees to engage such contractor as Owner may require to perform the necessary repairs, such repairs being paid for by Licensee.

At the termination or expiration of the Agreement, Licensee agrees to restore those portions of the Premises occupied or used by Licensee to their original condition, excepting only reasonable wear and tear, first removing all Equipment and other personal property of Licensee and repairing all damage caused by such removal. Notwithstanding the foregoing, in the event this Agreement shall be terminated by Owner pursuant to the terms hereof such that Licensee has less than ninety (90) days between the termination notice and the effective date of termination, then the restoration/repair obligations of Licensee hereunder shall be satisfied by Licensee within ninety (90) days after the termination notice. If Licensee does not remove its Equipment and other personal property from the Premises prior to the expiration or earlier termination of this Agreement (or prior to the end of the 90-day period, if applicable), Owner may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Licensee, or warehouse the same, and Licensee shall pay the cost of such removal, repair, restoration, delivery or warehousing to Owner on demand. The foregoing obligations of Licensee shall survive the expiration or earlier termination of this Agreement. Licensee shall release Owner from all claims or demands arising out of or caused by, or alleged to have arisen out of or been caused by the disconnection or removal by Owner of Licensee's Equipment or for impairment or interruption of Licensee's service or operation pursuant to this Paragraph 13.

14. HOLDING OVER - Any holding over by Licensee after the expiration of the term hereof without the written consent of Owner shall be construed as a tenancy at sufferance, provided that if Owner thereafter shall continue to accept a monthly License fee from Licensee, then such holding over shall be construed as a tenancy at will subject to all of the provisions of this Agreement and at the monthly license fee prevailing in the last month of the term hereunder, increasing at the same annual rate as provided in **Exhibit A**. This Paragraph shall not be deemed or construed as constituting any agreement or consent of Owner to Licensee remaining in possession beyond the last day of the term of this Agreement.

15. RELEASE – INTENTIONALLY DELETED

16. REPAIRS - In addition to the repairs referred to in Paragraph 13 of this Agreement, Licensee shall be required to repair any damage to the Premises which result from or arise through the use and/or operation of its Equipment at the Premises and/or the acts or negligence of Licensee, its agents, servants, contractors and/or employees. Said repairs shall be accomplished in a manner reasonably suitable to Owner and shall be performed by a contractor acceptable to Owner.

17. IMPROVEMENTS TO PREMISES - Owner reserves the right to modify and make improvements to the Premises, including (without limitation) utilize improvements in technology or management techniques which will provide for better management and utilization of space and capacity of the Premises. Examples of improvements might be (but are not limited to): use of combiners, special antennas, etc.

18. COORDINATION OF OPERATION - Owner shall make reasonable efforts to give Licensee no less than fourteen (14) days advance notice (except in the case of emergency where advance notice cannot reasonably be given) of any planned shut downs for scheduled routine maintenance and of repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Premises which might materially affect the operation of the Licensee's facilities and Equipment. Owner shall make reasonable efforts to minimize inconvenience, possible loss and/or expense to Licensee arising there from, such as by having Owner's contractor work with Licensee to resolve any issues posed by the Licensee's Equipment, and by allowing Licensee, if necessary, a reasonable time to make alternative arrangements for public safety communications, including, but not limited to, placing a mobile cell site ("Cell-on-Wheels") on the Premises, but Owner shall not be liable to Licensee or any of Licensee's customers for any such inconvenience, loss and/or expense thereby suffered by Licensee and/or Licensee's customers.

19. ELECTRICITY - The electricity consumed by Licensee's Equipment shall be provided by Owner at no additional cost to Licensee. The Licensee shall have full use of an onsite standby automatic starting generator, to provide for emergency AC power provided by the Owner. The Owner agrees to supply all fuel and maintenance for said generator.

20. CASUALTY - In the event there is damage or destruction of the Premises by fire or other casualty that prevents Licensee from operating Licensee's Equipment (collectively, a "Casualty") and the Premises cannot, in Owner's estimation (which estimation shall be made within ten (10) business days from the date of such Casualty), reasonably be restored within ninety (90) days from the date of Casualty, or Owner chooses not to undertake such restoration, this Agreement shall automatically terminate upon the expiration of the ten (10) business day period from the date of Casualty, unless the parties otherwise agree. Notwithstanding the foregoing, if any Casualty shall occur during the last year of the term of this Agreement and any renewal term thereof, Licensee may terminate this Agreement within ten (10) business days from the date of such Casualty by written notice to Owner. In any event in which Owner performs such repairs as are necessary following a Casualty to make the Premises adequate for the purpose of installing and operating Licensee's Equipment thereon, the license fee, or a just and proportionate part thereof according to the nature and extent to which the Premises shall have been rendered unfit for use and occupation, shall thereafter be suspended or abated until either (a) the Premises shall have been put, by and at the expense of Owner, in substantially the condition in which they were immediately prior to such destruction or damage, or (b) Licensee shall place a temporary Cell-on-Wheels at the Premises during the repair period, in accordance with the terms of Paragraph 18 above. It is agreed that in repairing the damage or restoring the Premises to substantially the condition as they existed before the fire or other damage, Owner shall not be required to restore any of Licensee's Equipment. Notwithstanding anything to the contrary contained herein, if Owner does not allow this Agreement to terminate pursuant to this Paragraph after any occurrence giving rise to Owner's right to so terminate or restore, and the Premises shall not be put in proper condition for use and occupation by Licensee within ninety (90) days of such occurrence, then Licensee shall have the right to terminate this Agreement by giving Owner written notice of its decision to terminate within thirty (30) days after the end of such 90-day period.

Licensee shall be responsible for maintaining property insurance covering its Equipment located on the Premises during the term hereof.

Licensee hereby releases Owner and its respective agents and employees, and Owner hereby releases Licensee and its respective agents and employees, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any claim or damage to property caused by fire or other casualty, to the extent covered by the insurance carried by the releaser, and even if such fire or other casualty shall have been caused by fault or negligence of the other party, or anyone for whom such party may be responsible.

21. CONDEMNATION - In the event the Premises, or any significant portion thereof is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, unless Owner and Licensee are permitted to continue their operations at the Premises, this Agreement shall terminate as of the date upon which Owner and/or Licensee are required by the governmental authority to cease their operation(s) at the Premises. Licensee shall be entitled to seek its own award against the governmental authority only if such award will not result in a diminution of Owner's award.

22. DEFAULT

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Owner.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of twenty (20) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Owner at law or in equity, Owner shall have the right to immediately terminate this License Agreement and all rights of Licensee hereunder, in which event Licensee shall remain liable to pay to Owner, on the effective date of such termination, an amount equal to the sum of: (i) the Termination Fee payable pursuant to Section 23(b) below. If there occurs an Event of Default by Owner, in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement. Upon any such termination of this License, Licensee shall remove all of Licensee's Equipment and restore the Premises in accordance with Paragraphs 13 and 16 above, and quit and peacefully surrender the Premises to Owner, and Owner may without further notice, enter upon and reenter the Premises and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Licensee and remove Licensee and all other persons and property from the Premises.

23. TERMINATION - This Agreement may be terminated:

(a) by Licensee upon written notice to Owner at any time prior to installation of the Equipment at the Premises, if Licensee is unable to obtain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Equipment as now or hereafter intended by Licensee or if Licensee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable, so long as Licensee first pays Owner a termination fee equal to the greater of (i) all costs incurred by Owner in connection with construction and preparation of the Premises (including the tower and the equipment building and installation of electric service), less license fees previously paid hereunder by Licensee, or (ii) one (1) month license fee, at the then current rate.

(b) by Licensee upon six (6) months prior written notice to Owner for any reason or no reason, so long as Licensee pays Owner a "Termination Fee" equal to the greater of (i) all costs incurred by Owner in connection with construction and preparation of the Premises (including the tower and the equipment building and installation of electric service), less license fees previously paid hereunder by Licensee, or (ii) four (4) months license fee, at the then current rate. To exercise said termination right, Licensee shall pay the Termination Fee to Owner in advance, together with such termination notice. In addition, Licensee shall continue to pay all license fees due hereunder through the period ending on the effective date of such termination specified by Licensee. Upon the effective date of such termination, which effective date shall not be less than six (6) months after the giving of such written notice and payment of such termination fee, this Agreement shall terminate and expire with the same force and effect as though such effective date was the expiration date of this Agreement. No such six-month notice and termination fee will be required on account of the termination of this Agreement by Licensee under any one or more of Paragraphs 20, 21, 23(a) or 24.

24. ENTIRE AGREEMENT/SEVERABILITY - This Agreement, including the exhibits attached hereto, embodies the entire agreement between the parties with respect to the subject matter. It may not be modified, amended or terminated except as provided herein or by other written agreement between the parties. If any provision herein is deemed invalid by a court of competent jurisdiction, it shall be considered deleted from this Agreement and shall not serve to invalidate the remaining provisions of this Agreement. However, if the invalid, illegal or unenforceable provision (as determined by a court of competent jurisdiction) materially affects substantive terms of this Agreement, then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

25. MODIFICATIONS - Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

26. PARTIES BOUND BY AGREEMENT - Subject to the provisions hereof, this Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
27. ASSIGNMENT - Licensee will have the right to assign its interest under this Agreement, without the approval or consent of Owner, to an agency of the State of Maine, provided that Licensee gives prior written notice of any such assignment to Owner. Licensee shall not otherwise assign or sublet this Agreement without Owner's prior written consent. In any case of assignment or subletting, Licensee named herein shall remain fully liable for the obligations of Licensee hereunder, including, without limitation, the obligation to pay the license fee and other amounts provided under this Agreement.
28. AUTHORITY TO SIGN - Owner and Licensee each represent that the respective signatories of this Agreement presently have and shall maintain full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.
29. NOTICES - All notices sent pursuant to this Agreement shall be in writing and shall be sent to the other party by either hand delivery or overnight mail or via Certified U.S. Mail, return receipt requested, addressed to the parties listed in **Exhibit A**.
30. GOVERNING LAW – This Agreement will be governed by the laws of the state of Maine.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

ACCEPTED BY: LICENSEE

ACCEPTED BY: OWNER

By: TOWN OF SOUTH BERWICK

SOUTH BERWICK WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Licensee will be installing the following antennas:

Quantity	Type	Make	Model No.	Size	Height	Diameter
1		Tessco	RFS2203AN		20 Feet	2.75 Inches
Quantity	Type	Make	Model No.	Size	Height	Diameter

Premises:

110 Wadleigh Lane (Powder House Hill)
 8 foot x 8 foot equipment shelter and concrete pad for generator;
 100 foot transmission tower

License Fee: The initial annual license fee is hereby agreed to as \$ 300.00 lease fee and a \$100.00 maintenance fee.

The Owner and Licensee agree, if deemed necessary by the Owner, to reopen negotiations of the maintenance portion of the license fee after the initial 1st, 4th or 7th year of the lease period.

License fee payments shall be made to Owner at the following address:

South Berwick Water District
 80 Berwick Road
 South Berwick, ME 03908
 Attention: John Leach, Superintendent

Notices To:

Owner: South Berwick Water District
 80 Berwick Road
 South Berwick, ME 03908

Licensee: Town of South Berwick
 180 Main Street
 South Berwick, ME 03908

EXHIBIT B
Site Technical Standards

I. General

- 1) All installation crews must have in their possession an installation form issued to them by Owner prior to work beginning.
- 2) You must notify Owner at least twenty-four (24) hours prior to install date, so Owner can arrange for access.

The following will not be permitted at the antenna site without the written consent of Owner, which will not be unreasonably withheld:

- a) Any equipment without FCC type acceptance.
- b) Change in operating frequency(ies).
- c) Open rack mounted receivers and transmitters.
- d) Relocation of equipment after installation.

II. Radio Frequency Interference Protective Devices

- 1) 30-76 MHZ
Isolators-minimum of 30dB
TX cavity-minimum of 20dB rejection at +/- 1 MHZ
- 2) 130-174 MHZ
Single Stage Isolators-minimum of 30dB
TX cavity-minimum of 25dB rejection at +/- 1 MHZ
- 3) 406-512 MHZ
Single Stage Isolators-minimum of 30dB
TX cavity-minimum of 25dB rejection at +/- 1 MHZ
- 4) 800-1000 MHZ
Single Stage Isolators-minimum 30dB
TX cavity-minimum of 20dB rejection at +/- 5 MHZ
(or alternative plan submitted and approved by Owner)
- 5) 1000 MHZ + per accepted industry standards and accepted by Owner

* Harmonic Filters are also required with single or dual stage isolators.

III. Antenna and mounts must be:

- 1) Mounted only on approved side arms or other specified mount and only one per mount unless authorized by Owner.
- 2) All mounting hardware must be hot dipped galvanized or non-corroding metal.
- 3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Grounded at (i) tower mount (ii) base of tower and (iii) cable port entry.

- 5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Skotchkoted (including pigtails).
- 6) Antennas with corroded or oxidized elements must be repaired or replaced.
- 7) Unless otherwise authorized by Owner, all antennas must be enclosed in fiberglass radomes.
- 8) Mounting pipes must be cut such that they do not extend into the antenna radiating element.
- 9) Any rusted, corroded or damaged hardware must be replaced.

IV. Tower

- 1) No welding or drilling of any Tower members will be permitted.
- 2) Installation work shall be done only by authorized and contractors approved by Owner having proper insurance and experience.

V. Cable

- 1) All antenna lines to be jacketed heliax or (equivalent), 1/2" or greater. Cable size must conform to agreement technical specifications.
- 2) No kinked or cracked cable.
- 3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
- 4) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
- 5) All used and unused lines must be tagged at both ends showing termination points.
- 6) Where no troughs or cable trays exist, all cable must be secured at not less than 3' intervals.
- 7) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
- 8) All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and 1/2" cable. No wire ties or Nylon straps.
- 9) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.

VI. Connectors

- 1) Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors
- 2) Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. Receivers

- 1) No RF pre-amps permitted in front end unless authorized in writing by Owner.
- 2) All chassis shields must be in place.

VIII. Transmitters

- 1) Must meet original manufacturer's specifications.
- 2) All chassis must be in place.
- 3) Must be tagged with USER's name, equipment model, serial number, and operating frequency(ies).
- 4) All power amplifiers must be shielded.
- 5) Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. Cabinets

- 1) Must be grounded to building ground system.
- 2) All doors must be on and/or closed.
- 3) All unused non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- 4) All cabinets must be marked with USERS's (name/address/telco#/e-mail address), FCC callsign, and operating frequency(ies)

X. Installation Procedures

- 1) Installation may take place only after Owner has approved of the date and time, and only during normal working hours unless otherwise authorized in writing.

XI. Miscellaneous

- 1) All installations must be maintained in a neat and professional manner.
- 2) Doors to equipment and antenna spaces shall be closed and locked at all times.
- 3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, removal, service or maintenance.

XII. Interference Diagnosing Procedures

- 1) All users must cooperate in a timely fashion with Owner when called upon to investigate a source of interference, whether or not it can be conclusively proven that their equipment is involved. (See also applicable License provisions.)

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 5
Agenda Item: Equipment Disposition-informational	
Town Manager's Recommendation	
<p>I plan to advertise and dispose of this equipment in the most expeditious manner possible in keeping with the Purchasing Policy (see below). As has been past practice, all funds received will be credited to the Highway CIP account.</p> <p>2000 Case Backhoe 1963 Caterpillar Generator 2003 Ford F550 Truck (blown motor) Wisconsin Engine 2000 Ford Ranger</p> <p>From Purchasing Policy:</p> <p>3. Disposal of Property: A. All municipally owned property, real or personal, shall be disposed of either by:</p> <ol style="list-style-type: none"> 1. Trade-in on purchase of new equipment. Any item that is offered as a trade-in shall also be offered for sale by competitive bid. The higher amount of the two (trade-in allowance or bid) shall be accepted; 2. Sealed bids; 3. Auction; 4. Donated with Council approval; 5. Equipment or material that is obsolete, valueless, or surplus is to be reported to the Town Manager for disposition instructions. 	
Requested Action	
None	
Vote	

2000 580 Case Backhoe

Town of So. Berwick, Me

Minimum Bid Required- \$3,500.00

2000 580 Super L2 Backhoe Loader.

9,752 hrs

Extenda Hoe.

WainRoy coupler on backhoe with 3 buckets, 1 - 12" digging, 1 - 24" digging, 1 - 48" clean up bucket.

Quick diconnect front with 2 buckets, 1 - 82", 1 - 8'.

6' sweeper for front.

Forks for front.

Spare rear wheel and tire.

Needs radiator and alternator to run. Machine should have other work as well.

Rotating out of fleet.

As is as shown.

For viewing or more details call Matt @ (207) 384-4216, Mon-Thurs.

Submit sealed bids to So. Berwick Town Hall, 180 Main St. So. Berwick, ME 03908

(Mark envelope 580 Case Backhoe)

The Town Council has the right to accept or reject any and all bids.

Closing Date:

Caterpillar Generator

Town of So. Berwick, ME

Minimum Bid Required \$ 4,000.00

1963 Caterpillar D330 Engine with a much newer 3 Phase 60KW Generator on a fuel tank skid. Self contained unit.

Purchased for a project. No longer needed.

As is as shown.

For viewing or more details call Matt @ (207) 384-4216, Mon-Thurs.

Submit seal bids to So. Berwick Town Hall, 180 Main St. So. Berwick, ME 03908

(Mark envelope Cat Gen Set)

The Town Council has the right to accept or reject any and all bids.

Closing Date:

2003 Ford F550 Plow Truck

Town of So. Berwick

Minimum Bid Required- \$ 7,500.00

2003 Ford F550 Plow Truck 6.0L Diesel Engine, Automatic Transmission.

53,552 mi.

9' Side dump body with integral sander.

9' Plow and 9' wing.

Needs engine.

As is as shown.

For viewing or more details call Matt @ (207) 384-4216, Mon-Thurs

Submit sealed bids to So. Berwick Town Hall, 180 Main St. So. Berwick, ME 03908

(Mark envelope Ford F550)

Town Council has the right to accept or reject any and all bids.

Closing Date:

**Wisconsin Engine
Town of So. Berwick,ME**

Minimum Bid Required- \$ 1500.00

Wisconsin VH4D 4 cylinder engine.

Just tuned up, Runs great. Purchased for a project and did not use.

As is as shown

For viewing or more details call Matt @ (207) 384-4216, Mon-Thurs

Submit sealed bids to So. Berwick Town Hall, 180 Main St. So. Berwick, ME 03908

(Mark envelope Wisconsin engine)

The Town Council has the right to accept or reject any and all bids.

Closing date:

2000 Ford Ranger

Town of So. Berwick, ME

Minimum Bid Required- \$ 500.00

2000 Ford Ranger 2wd Regular cab, w/cap.

48,112 mi.

4 cylinder engine, 4 speed w/OD manual transmission

Well maintained, lots of new parts.

Rotating out of fleet.

As is as shown.

For viewing or more details call Matt @ (207) 384-4216, Mon-Thurs.

Submit sealed bids to So. Berwick Town Hall, 180 Main St. So. Berwick, ME 03908

(Mark envelope 2000 Ford Ranger)

The Town Council has the right to accept or reject any and all bids.

Closing Date:

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 6
Agenda Item: Authorize action in regard to Rectory	
Town Manager's Recommendation	
<p>I am in receipt of three proposals for the dismantling/removal of the Rectory. The least expensive proposal is to move the Rectory to an adjacent parcel. There are several items which need to be finalized in order to proceed.</p> <p>I request the Council grant me the authority to move forward with this project up to and including the authority to sign any agreements necessary to complete this project.</p>	
Requested Action	
Motion to authorize the Town Manager move forward with the sale of the Rectory for \$1.00 to Russell Tarason and execute all agreements necessary to finalize this work.	
Vote	

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 7
Agenda Item: Authorize Contract for Construction Documents	
Town Manager's Recommendation	
At this time the Building Committee and the Architects are prepared to create construction documents for the Library construction project.	
Requested Action	
Motion to authorize the Town Manager to enter into an agreement with JCJ Architecture for the purpose of creating Construction Documents in the amount of \$40,000 (see item 2 on the attached scope).	
Vote	

SCOPE OF SERVICES & FEE
Addition and Renovations
St. Michaels Church

The purpose of this phase of the work will be to detail and document the proposed first phase addition of approximately 1600 SF, and interior improvements to the Church to provide publicly biddable documents, along with construction administration services. Integration of the previously complete Exterior Envelope drawings will be included to provide one, cohesive package for bidders. Professional services within this scope include Architectural, Mechanical, Electrical and Plumbing Engineering and Interior Design. The defined site boundary for the purposes of the documentation will extend 50 feet beyond the perimeter of the existing church. Total remaining fee: **\$124,150**

1. DESIGN DEVELOPMENT PHASE: \$40,000

- Based upon previously approved and presented Schematic Design drawings, and the budget as agreed upon, this phase of drawings will include further detailed drawings including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, plumbing and electrical systems.
- All exterior and interior materials and components will be selected and agreed upon for inclusion in the construction documents. These will be presented for approval to the committee, organized around "exterior materials" and "interior materials" and will include samples of primary material recommendations.
- At 90% completion of Design Development, cost estimate and project schedule to be updated and reviewed with Committee.

2. CONSTRUCTION DOCUMENTS: \$40,000

- Prepare all necessary drawings, details and specifications for completion of work for public bidding purposes. Drawings will include, but not limited to; floor plans, elevations, roof plan, wall sections, details, and specifications with quality level of materials and systems and other requirements for the construction of the project.
- JCJ to insert into documents design requirements to meet applicable building codes and ADA.

3. BIDDING AND NEGOTIATION SERVICES: \$4,150

- JCJ will assist during bidding process, either by working with a local printer to distribute documents, working with the Town Hall staff to distribute documents, or by handling an electronic distribution of documents. Electronic distribution would be handled through the JCJ FTP site and would enable the Town to maintain control of documents and keep track of who has downloaded them.
- JCJ to attend pre bid walk through during bidding with potential contractors to describe the work and answer questions.
- JCJ to assist in reviewing bids and contacting references of two lowest bidders for final recommendation.

2. CONSTRUCTION ADMINISTRATION SERVICES: \$39,600

- Representative from JCJ to be on site for periodic project meetings, assumed to be every other week.
- Shop drawings, product data, and other similar submittals from contractor will be reviewed.
- Review and approval of monthly contractor requisitions, proposal request and potential change orders.
- Punch list preparation and final review of compliance with design and documents.

TOWN COUNCIL
Agenda Information Sheet

Meeting Date: April 26, 2011	Item # NB 8
Agenda Item: Approve Planning Board Bylaw Amendment	
Town Manager's Recommendation	
<p>The Planning Board has amended their bylaws to reflect the meeting night change. This amendment has been read twice as required. It is presented here for your review and acceptance. No hearing is required.</p>	
Requested Action	
<p>Motion to accept the Planning Board Bylaws as presented.</p>	
Vote	

Amendments to Chapter A148 – Planning Board Bylaws

§ A148-3. Meetings, organization and rules.

- A. Regular meetings shall be held the first and third ~~Tuesday~~ **Wednesday** of each month. Other meetings may be held on call of the Chairman, provided that notice is given to each member at least seven calendar days prior to the time of such meetings.
- A. Regular Meetings:
- i. Regular Meetings of the Board are posted in a Board approved schedule available ~~online~~ at http://www.southberwickmaine.org/public_documents/index. **on the Town of South Berwick's website.** Regular Meetings are the first (1st) and third (3rd) ~~Tuesday~~ **Wednesday** of every month, with exceptions as indicated on the posted schedule.
 - ii. Regular Meetings start at 7:00 PM. No new agenda items will begin after 9:30 PM except for scheduled Workshops and items pertaining to local ordinances, Board operations, and long-range planning. The Board may vote to suspend the rules by four (4) votes in the affirmative.
 - iii. At 9:00 PM, the Board shall, if necessary, temporarily suspend consideration of the agenda item currently under review in order to determine whether remaining agenda items will likely be reached before 9:30 PM. The Board shall at that time notify those in attendance for those agenda items which will not be reached that the items will be postponed until the next regularly scheduled meeting or at another date and time determined by the Board. Any item postponed under the provisions of this rule shall be considered as Unfinished Business at the next regularly scheduled meeting or at the meeting date specified by the Board.