

## **South Berwick Town Council September 10, 2013**

Chairman Gerald W. MacPherson, Sr. called the meeting to order at 6:30pm. Councilors present included Jean Demetracopoulos, David H. Webster, John C. Kareckas, and Russell H. Abell. Town Manager Perry Ellsworth was also in attendance.

### **Approval of Minutes**

1. Public Hearing – General Assistance 8-27-13: On a motion by Mr. Kareckas, seconded by Mr. Abell, it was unanimously voted to adopt the minutes as written.
2. Council 8-27-13: Mr. Abell made a motion to adopt the minutes as written. Mr. Kareckas seconded the motion. On a motion by Mrs. Demetracopoulos, seconded by Mr. Kareckas, it was unanimously voted to amend the minutes by inserting the word "since" in the second sentence under Reports #1 in front of the word January, including reference to the request to send a letter to the County Commissioners regarding the Council's desire for an expedited and non-litigious conclusion to their issues under Unfinished Business #1, and to change the word "end" to "attend" in Council Comments by Mr. Abell regarding the After Glow for Lantern Fest. The original motion as amended passed unanimously.

### **Treasurer's Warrant – Sep 10, 2013**

On a motion by Mrs. Demetracopoulos, seconded by Mr. Webster, it was unanimously voted to sign the warrant in the amount of \$679,091.76.

### **Public Comment**

None.

### **Reports & Correspondence**

1. Tom Harmon, Brad Christo, David Stansfield, and Fred Wildnauer, members of the Building Committee were present to report their preliminary findings in regard to the Police Department space assessment. Mr. Harmon explained that the current Police Station is inadequate and recommends that a Station be constructed at another location. Numerous options were discussed; the 4 highest ranking locations included the Community Center, Town Hall, "Day" property combined with Powderhouse Hill property, and the open fields west of Willow Drive. Council consensus was to hold a workshop.
2. Schiller Station (Portsmouth, NH) Manager Richard Despins addressed the Council in regard to Eliot's Good Neighbor petition to the EPA. Mr. Despins explained that the Station operates in accordance with all local, state, and federal permits and laws. The Station meets its sulfur dioxide emission levels by burning low sulfur coal. In 2006 the Station also started burning wood, lowering its emissions by 30%; and in 2010 started burning cocoa shells (received locally from Lindt Chocolate) to further decrease emissions.

A lengthy discussion took place regarding the Station's permit requirements and the differences between modeling projections and actual data to determine emission levels.

Mrs. Demetracopoulos commented that the information used by Eliot for their petition was derived from projection models; they did not actually take and measure air samples.

### **Town Manager's Report**

- Glad to see the road project wrapping up. He added that he has asked Jon St. Pierre to set up a meeting with the DOT to go over any remaining issues.
- The Brattle Street Bridge is the next project coming up. The State would like to close it completely for 2 weeks. The Fire Chief is opposed to it being closed for safety reasons, and it would be more difficult for traffic flow. Keeping one lane open would increase the project time to about 6 weeks. There is a meeting coming up.

- The Vine Street project is done. There are still water drainage issues.
- Informed everyone that he would be out of the office for a meeting on Thursday and will be taking time next week for vacation.

### **Unfinished Business**

1. On a motion by Mr. Webster, seconded by Mrs. Demetracopoulos, it was unanimously voted to sign the Municipal Assistance Compact for Police Protection *with Berwick*. (This agreement allows both towns to enforce traffic laws on Routes 4 and 236 without specific case-by-case requests).
2. On a motion by Mr. Kareckas, seconded by Mr. Webster, it was unanimously voted to table action on the execution of documents selling land to the Great Works Regional Land Trust until the next meeting. (The documents as presented had several discrepancies).

### **New Business**

1. On a motion by Mr. Webster, seconded by Mr. Abell, it was unanimously voted to accept the \$1200 grant from the Strawberry Festival Committee for the Recreation Department to fund 5 sessions of the educational Granite State Zoo program.
2. Council consensus was that Adopt-A-Spot was an administrative task and agreed that it was ok for Isidore on the Rocks to landscape & maintain the area behind the restaurant.
3. On a motion by Mrs. Demetracopoulos, seconded by Mr. Webster, it was unanimously voted to designate Perry Ellsworth as the voting delegate to the Maine Municipal Association Annual Business Meeting.

### **Council Member Comments**

#### 1. Mrs. Demetracopoulos:

- Suggested holding a workshop to discuss the downtown TIF. Mr. Ellsworth stated that he would ask Roberta to put together a timeline and task list.
- Questioned the status of the Business Directional Signs. The last action was a joint public hearing with the Planning Board, which did not have a quorum of members present. The ordinance was referred back to the Planning Board.

#### 2. Mr. Webster:

- Commented that he saw the Chinese restaurant power washing equipment on the sidewalk. He asked the Manager to look into it.
- Commented that he had pushed for gravel on Railroad Ave (as part of the road construction project) and expressed his concern that now that the project is wrapping up the gravel work won't be done. Mr. Ellsworth commented that several agreements were made but not followed through on. Mr. Ellsworth also stated that he will discuss the issues with the MDOT, but it may be a lost cause.
- Recommended that a workshop be held (with fire & rescue) to discuss if requiring house numbers is worthwhile. Mr. Ellsworth stated that he would do some research. The Clerk commented that an ordinance already exists.

#### 3. Mr. Kareckas:

- Thanked the Manager and Public Works Director for their efforts throughout the road project.
- Commented that the recent Pumpkinman Triathlon was another great event for South Berwick.

#### 4. Mr. Abell:

- Made note that the Cub Scouts would be holding the annual recruitment event on Friday, September 13<sup>th</sup>.
- Asked the Manager if any meeting dates had been set to discuss collaboration opportunities. Not yet.

**Executive Session**

On a motion by Mr. Webster, seconded by Mr. Kareckas, it was unanimously voted to enter executive session at 8:24pm pursuant to 1MRSA §405.6D to discuss union negotiations.

On a motion by Mr. Webster, seconded by Mrs. Demetracopoulos, it was unanimously voted to end the executive session at 9:10pm.

**Adjournment**

On a motion by Mr. Webster, seconded by Mrs. Demetracopoulos, it was unanimously voted to adjourn the meeting at 9:10pm.

Attested:

Barbara Bennett, CCM

DRAFT



TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00032754	200100 TARASON ENTERPRISES INC	09/24/2013	-345.00
00033383	132328 MAINE STATE POLICE	09/24/2013	30.00
00033384	132500 SECRETARY OF STATE M/V	09/24/2013	32,876.67
00033385	132500 SECRETARY OF STATE M/V	09/24/2013	9,610.30
00033386	010335 AGGIES FARMSTAND	09/24/2013	130.00
00033387	010336 AGGREGATE RECYCLING CORP	09/24/2013	2,825.01
00033388	010523 ALLEN'S DRILLING & BLASTING IN	09/24/2013	883.50
00033389	010585 AMAZON	09/24/2013	49.98
00033390	010670 AMERICAN SOC CIVIL ENGINEERS	09/24/2013	235.00
00033391	011150 ANDY'S AUTO DETAILING	09/24/2013	85.00
00033392	011250 TREASURER, STATE OF MAINE	09/24/2013	60.00
00033393	011422 KERA ASHLINE	09/24/2013	27.76
00033394	011495 ATLANTIC RECYCLING EQUIP LLC	09/24/2013	18.50
00033395	020225 BAKER & TAYLOR	09/24/2013	623.72
00033396	021300 BERNSTEIN SHUR	09/24/2013	45.00
00033397	022850 BUSINESS EQUIPMENT UNLIMITED	09/24/2013	87.50
00033398	021576 JANETTE BIRCH	09/24/2013	34.41
00033399	022150 BOSTON CO.	09/24/2013	1,610.00
00033400	022503 SHARON BRASSARD	09/24/2013	65.74
00033401	030530 CENTRAL TIRE CO INC	09/24/2013	677.50
00033402	030510 CENTRAL MAINE POWER	09/24/2013	3,524.85
00033403	030600 NORMAND CHOUINARD	09/24/2013	36.33
00033404	030725 CITIZENS BANK (CHG)	09/24/2013	468.00
00033405	193300 CITIZENS BANK	09/24/2013	534.00
00033406	030920 CLEAN-O-RAMA	09/24/2013	160.92
00033407	031430 COMCAST	09/24/2013	104.95
00033408	031485 COMMUNICATION TECHNOLOGIES INC	09/24/2013	26.25
00033409	032710 D.J.'S MUNICIPAL SUPPLY	09/24/2013	139.00
00033410	060100 HOWARD P FAIRFIELD INC	09/24/2013	273.50
00033411	010525 G&K SERVICES	09/24/2013	905.60
00033412	070200 P GAGNON & SON INC	09/24/2013	9.62
00033413	070210 GALL'S INC	09/24/2013	240.00
00033414	180478 GENEST PRECAST	09/24/2013	711.00
00033415	070800 W.W.GRAINGER INC.	09/24/2013	108.84
00033416	071065 GREAT NORTHERN BUILDERS INC	09/24/2013	2,049.04
00033417	071050 GREAT FALLS CLEANERS	09/24/2013	168.50
00033418	071180 GROUP DYNAMIC INC	09/24/2013	137.50
00033419	191330 HANNAFORD'S	09/24/2013	196.55
00033420	080248 HANSCOM'S TRUCK STOP INC	09/24/2013	7,409.48
00033421	081305 HARRISON SHRADER ENTERPRISES	09/24/2013	331.18
00033422	080525 HERITAGE-CRYSTAL CLEAN, LLC	09/24/2013	64.91
00033423	080775 J R HILTON INC	09/24/2013	3,266.99
00033424	022665 C.E. HOLMES CONSTRUCTION	09/24/2013	480.00
00033425	089050 INDUSTRIAL PROTECTION SERVICES	09/24/2013	100.00
00033426	090120 INLAND FISHERIES & WILDLIFE	09/24/2013	2,181.75
00033427	100150 JANETOS MARKET	09/24/2013	62.70
00033428	100475 JORDAN EQUIPMENT CO	09/24/2013	693.11
00033429	100870 KENNEBUNK SAVINGS BANK	09/24/2013	116,001.34
00033430	141367 KONE INC	09/24/2013	200.27
00033431	120350 NORMAND LAUZE	09/24/2013	775.00
00033432	120510 LAWSON PRODUCTS INC.	09/24/2013	151.17
00033433	120960 LIBERTY INTERNATIONAL TRUCKS	09/24/2013	6.79
00033434	131684 MAINE AUTHORS PUBLISHING	09/24/2013	25.48
00033435	133195 MAINE TURNPIKE AUTHORITY	09/24/2013	12.35
00033436	133358 W.B.MASON	09/24/2013	1,667.24
00033437	210783 MATHESON TRI-GAS INC	09/24/2013	188.00

Check Number	Account	Date Paid	Amount
00033438	133795 MICK BODYWORKS	09/24/2013	175.89
00033439	134200 MAINE MUNICIPAL ASSO (INS)	09/24/2013	10,766.95
00033440	134300 MAINE MUNICIPAL EMPLOYEES	09/24/2013	4,330.71
00033441	134601 EXXON/MOBIL	09/24/2013	539.77
00033442	135950 MWDA	09/24/2013	30.00
00033443	135970 MYRON CORP	09/24/2013	337.67
00033444	140105 NAPA OF SOMERSWORTH	09/24/2013	167.80
00033445	141400 NORTHERN DATA SYSTEMS INC	09/24/2013	7,694.55
00033446	133378 NORTON STREET NRLP	09/24/2013	260.00
00033447	159995 HL PATTEN CONSTRUCTION	09/24/2013	1,494.00
00033448	160230 PERMA-LINE CORP	09/24/2013	64.72
00033449	200700 PIKE INDUSTRIES INC	09/24/2013	2,805.15
00033450	160320 PINE TREE WASTE INC	09/24/2013	2,093.15
00033451	160400 PITNEY BOWES	09/24/2013	138.00
00033452	160692 POLAND SPRING	09/24/2013	72.19
00033453	162000 PSYCHOTHERAPY ASSOCIATES INC	09/24/2013	400.00
00033454	180400 RED'S SHOE BARN INC	09/24/2013	175.48
00033455	181110 ROCHE LOCKSMITH INC	09/24/2013	213.00
00033456	190650 SEACOAST PRINTING	09/24/2013	120.00
00033457	191500 MAURICE ROBERGE	09/24/2013	400.00
00033458	191533 CRAIG SKELTON	09/24/2013	59.89
00033459	192400 SO BERWICK PETTY CASH ACCOUNT	09/24/2013	91.76
00033460	191900 SO BERWICK EMERGENCY RESCUE	09/24/2013	6,242.65
00033461	193410 SO MAINE REGIONAL PLANNING CM	09/24/2013	435.00
00033462	193638 MONA STANKOVICH	09/24/2013	74.58
00033463	193640 STAPLES	09/24/2013	76.68
00033464	200100 TARASON ENTERPRISES INC	09/24/2013	345.00
00033465	133105 TREASURER OF STATE/C.WPNS	09/24/2013	80.00
00033466	201300 TWO-WAY COMMUNICATION SERV INC	09/24/2013	1,531.60
00033467	210620 US BANK EQUIPMENT FINANCE	09/24/2013	112.00
00033468	211500 VERIZON WIRELESS	09/24/2013	634.38
00033469	230955 WHITNEY, MUNDY & MUNDY	09/24/2013	500.00
00033470	231375 WINWORKS SOFTWARE	09/24/2013	345.00
00033471	240900 YORK COUNTY REGISTRY OF DEEDS	09/24/2013	26.00
Total Not Prepaid			193,704.40
Total Prepaid			42,171.97
Grand Total			235,876.37

# Purchase and Sale Agreement

**THIS AGREEMENT** is made by and between **Great Works Regional Land Trust**, a duly organized non-profit conservation trust with a mailing address of Post Office Box 151, South Berwick, Maine, hereinafter called the **Buyer**, and the **Town of South Berwick**, a Maine municipality with a mailing address of 180 Main Street, South Berwick, Maine, hereinafter called the **Seller**, effective as of the date written above the Seller's signature.

In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Real Estate:** The Seller agrees to sell and the Buyer agrees to purchase from the Seller for the price and upon the terms and conditions hereafter stated three parcels of land off of, but not adjacent to, York Woods Road in South Berwick, Maine, shown on municipal assessor's plans as **Map 2 Lot 37, Map 2 Lot 39, and Map 2 Lot 39A**, hereinafter referred to as the Premises; together with all rights, easements, rights of way, and other appurtenances thereto.

Seller acquired the Premises by foreclosing on municipal tax lien certificates. Map 2, Lot 37 was assessed to Roberta C. Hatch and Laurie L. Davidson. Map 2, Lot 39A and Lot 39 were assessed to owner unknown, a/k/a John Doe. See York County Registry of Deeds Book 7447, Page 130, Book 7879, Page 57, for Map 2, Lot 37. See York County Registry of Deeds, Book 6665, Page 247 and Book 6146, Page 191 for Map 2, Lot 39A and Book 6665, Page 246 for Map 2 Lot 39.

2. **Purchase Price:** The Buyer agrees to pay to the Seller as the total purchase price the sum of \$500.00 per acre. The acreage will be determined by a licensed professional land surveyor. The purchase price will be paid as follows:

(A) **\$500** to be paid at the time this contract is signed, said sum hereinafter referred to as the Deposit, delivered to Seller.

(B) The balance of the purchase price, based upon the total acreage shall be delivered by Certified or Cashier's check at closing.

3. **Closing:** This transaction shall be closed no later than December 15, 2013 at the Buyer's attorney's office, at a time and date to be agreed upon by Seller and Buyer. Seller will cooperate with the Buyer in executing the standard closing and title insurance affidavits and documents.

4. **Risk of Loss:** Seller assumes the risk of loss or damage to the Premises until closing. Should any portion of the Premises be damaged or destroyed or become subject to condemnation or eminent domain, then Buyer may elect to terminate this agreement and have the Deposit returned by Seller or they may elect to accept any insurance or condemnation proceeds as may be offered by Seller to Buyer and to proceed with the closing.

5. **Deed and Title:** Seller shall convey to Buyer whatever right, title, and interest Seller owns in the premises by Quitclaim Deed with Covenant. Said title may not be marketable in accordance with the Maine Title Standards.

6. **Possession:** The Buyer shall be given possession of the Premises, free of any tenants at the time of closing. Buyer, for itself, its agents, employees and contractors, shall have reasonable access to the Premises prior to closing, upon reasonable notice to Seller, for the tests and inspections provided herein, if any.

7. **Prorated Taxes:** There are no municipal real estate taxes to pro-rate at the time of closing. The Seller is responsible for all taxes due through the date of closing.

8. **Inspection Contingency:** Buyers may conduct any inspections or soil tests of the premises they wish at Buyer's own expense, within 30 days of the date of this contract. If Buyer is unsatisfied with the results of any inspections or test it shall notify Seller within said 30 days in writing. This contract shall then be null and void. If Buyer fails to notify Seller in writing within the 30 days, this contingency shall be deemed to have been waived.

9. **Title Insurance Contingency:** This contract is subject to Buyer being able to secure, at buyer's own expense, an owner's title insurance policy showing that the title is free and clear of encumbrances and is marketable in accordance with Maine Title Standards. Buyer may waive this contingency if it chooses. Buyer shall have 60 days from the date of this contract to determine if it can secure an owner's title insurance policy satisfactory to buyer. If buyer is unable to secure said policy it shall notify seller in writing, unless buyer chooses to waive this contingency, and this contract shall then be considered to be void and buyer shall be entitled to a prompt refund of their deposit.

10. **Default:** If Buyer fails to meet its obligations under this Agreement, then Seller may retain the Deposit as full liquidated damages in place of all other remedies and without further recourse to Buyer. Seller and Buyer agree that the damages that would be caused to Seller by Buyer's breach of this Agreement would be difficult to estimate accurately and that the Deposit amount is a reasonable forecast of the minimum necessary to justly compensate Seller for Buyer's breach. If Seller fails to meet its obligations under this Agreement, thence Buyer shall have all available legal and equitable remedies, including the right of specific performance.

11. **Real Estate Broker:** Seller and Buyer each represent and warrant to the other that there are no real estate agents or brokers involved in this transaction, nor is there any commission due to any person on the sale of this property.

12. **Miscellaneous:** This Agreement shall be governed by Maine law, and shall be binding on and for the benefit of all parties, their respective heirs, successors, and assigns. This Agreement may be signed in any number of identical counterparts bearing original signatures and faxed signatures shall be effective as if original.

13. **Legal Advice:** SELLER AND BUYER ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS AND THAT ONLY BY CONSULTING THEIR OWN LAWYERS BEFORE SIGNING CAN THE PARTIES FULLY UNDERSTAND IT AND FULLY PROTECT THEMSELVES.

14. **Effective Date:** Seller and Buyer have signed this Agreement, the Effective Date of this Agreement being the latest date following their signatures below.

Dated at South Berwick, Maine on September \_\_\_\_, 2013

**Town of South Berwick, Seller**

**Great Works Regional Land Trust, Buyer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Duly Authorized

Its: \_\_\_\_\_  
Duly Authorized

Town of South Berwick to GWRLT P & S @ contracts

## **Barbara Bennett**

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**From:** Rick Coughlin [rjct@gwi.net]  
**Sent:** Tuesday, September 03, 2013 8:47 AM  
**To:** Barbara Bennett  
**Subject:** HDC Committee

Barbara,

I must resign from the HDC as I'm moving out of town. Will this email suffice or should I submit a written letter to the town council.

Thank you,

Rick Coughlin



**TOWN COUNCIL**

***Agenda Information Sheet***

<b>Meeting Date: September 24, 2013</b>	<b>Agenda Item NB #2 &amp; 3</b>
<b>Subject: Junkyard Permit Renewals</b>	
Emery's Junkyard & Lynch's Junkyard	
<b>Information:</b> Permits expire September 30th. State law does not require a public hearing for renewals.	
The annual renewal fee has been paid.	
<b>Staff Comments/Recommendation:</b>	
<b>Requested Action:</b>	
Motion and vote to approve Emery's Junkyard and Lynch's Junkyard Permits until September 30, 2014.	
<b>Vote:</b>	

**TOWN OF SOUTH BERWICK**

**APPLICATION FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT**

Tentative Date of Hearing: TC Meeting 9-24-13 Permit #: 2013-01  
Time & Place of Hearing: 6:30pm Council Chamber Date Received: 9-17-13  
Notification sent by: verbal Date Fee of \$100 Paid: 9-17-13

I/We CHARLENE EMERY hereby make application for a permit to establish, operate, and maintain an Automobile Graveyard/Junkyard at the following described location and in accordance with the provisions of Title 30-A MRSA §3751 to §3760.

1. Location of Graveyard/Junkyard: 261 EMERY'S BRIDGE RD.  
SO. BERWICK, ME

Tax Map: 9 Lot #: 11 Zone: R-3

2. State scope of business operation (include description of the number of vehicles anticipated, method of storage, wholesale/retail services, etc.): 1000 +/- OUTSIDE STORAGE

3. This application is made by: a company, a partnership, a corporation, or an individual.  
(circle one)

4. If the answer to #3 is other than an individual, give names & addresses of officers, directors & stockholders of the business:

5. Name, address & phone number of property owner: CHARLENE EMERY  
261 EMERY'S BRIDGE RD.  
SO BERWICK, ME 207-384-1995

6. Name, Address & Phone number of individual who will have custody of all business records for this business. SAME AS ABOVE

7. How is the "yard" screened? (Give a complete description of the fencing, trees, embankment, gully, or hill, including dimensions). FENCING, TREES + EMBANKMENT.

# TOWN OF SOUTH BERWICK

## APPLICATION FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT

8. How far is edge of "yard" from the edge of the highway right-of-way? 20 feet.
9. Can junk be seen from any part of the highway? Yes  No
10. Was Junkyard Law, requirements, and Fees explained to you? Yes  No
11. Is any portion of this "yard" on public property? Yes  No
12. Is "yard" within 300 feet of, or ordinarily visible from a public park, public playground, public bathing beach, school, church, or cemetery? Yes  No
13. When was "yard" established? 1960 By whom? STUART EMERY
14. When was last permit issued? 2008 To whom? Kim EMERY

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law. The applicant acknowledges that he/she understands the statements in this application are material representations that are relied upon by the municipal officers and that any changes of fact must be communicated to the municipal officers in writing immediately.

The applicant acknowledges that he/she has read and is aware of all of the requirements of municipal, county, state, and federal laws and regulations governing junkyards and automobile graveyards.

Charles Emery  
Signature of Applicant

Sept 17 2013  
Date

### Names of abutters within 250' of real property lot lines:

Names	Addresses
<u>LINDA CARR</u>	<u>262 EMERY'S Bridge Rd.</u>
<u>PAM CHICK</u>	<u>264 EMERY'S Bridge Rd.</u>
<u>NICK STARKEY</u>	<u>258 EMERY'S Bridge Rd.</u>
<u>RICHARD WHEELER</u>	<u>266 EMERY'S Bridge Rd.</u>
<u>LIZ FERNALD</u>	<u>257 EMERY'S Bridge Rd.</u>
<u>JAMES UTLEY</u>	<u>269 EMERY'S Bridge Rd.</u>

**ALL PORTIONS OF THIS APPLICATION MUST BE COMPLETED.**