

**TOWN OF SOUTH BERWICK  
POLICY ON TREASURER'S DISBURSEMENT WARRANTS  
FOR EMPLOYEE WAGES AND BENEFITS**

**PURPOSE:** This policy allows the Council Chairman or the Vice-Chair, acting on behalf of the full Council, to review, approve, and sign municipal treasurer's disbursement warrants for wages and benefits only.

**This policy is additional to, not in lieu of, majority power.**

**DELEGATION OF AUTHORITY:** Pursuant to 30-A, MRS.A, Section 5603 (2) (A) (1), the following authority is granted with respect to treasurer's disbursement warrants for municipal employee wages and benefits only.

**CURRENT MUNICIPAL OFFICERS:** The Town Council members in office at the time of execution of this policy are: John Kareckas, Russell Abell, John James, Laura Leber and Thomas Chase.

Either **John Kareckas, the Council Chair**, or **Russell Abell, the Vice-Chair**, acting alone may review, approve, and sign such wages and benefits warrants.

**EFFECTIVE DATE:** This policy becomes effective on the date indicated below.

**COPIES:** The Council Chair will furnish copies of this policy to the Town Clerk and the Town Treasurer.

**LAPSE:** This policy lapses one year after its effective date, if not sooner amended or cancelled.

**RENEWAL:** This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date, unless a sooner date of expiration is specified.

**REMINDER:** The Town Treasurer shall remind the Council to consider renewing this policy annually before it lapses.

**ORIGINAL:** The original of this policy is to be on file with the Town Clerk.

**Dated:** November 15, 2016

Town Council

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**South Berwick  
Town Council Meeting  
October 25, 2016**

Chairman John C. Kareckas called the meeting to order at 6:30pm. Councilors present included John James and Thomas Chase. Town Manager Perry A. Ellsworth was also in attendance. Russell H. Abell and Laura Leber were not present.

**Approval of Minutes**

1. Public Hearing – GA 10-11-16: On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to adopt the minutes as written.
2. Council 10-11-16: On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to adopt the minutes as written.

**Treasurer's Warrant**

1. On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to sign the warrant dated October 19, 2016 in the amount of \$588,868.33.

**Public Comment**

None

**Town Manager's Report**

- Recently met with the Conservation Commission and Land Trust to discuss open space and land conservation. Would like to meet in workshop with the Council sometime after November 15<sup>th</sup>.
- A solar flashing light will be installed at the crosswalk in front of the Town Hall in the next couple of weeks. Overall cost of the light, including installation is about \$15,000.
- Tuesday, November 1<sup>st</sup> is the meeting with the York River Study Group.
- The new police cruiser should be delivered next week.
- The 'Drug Take Back Day' was held October 22<sup>nd</sup>.
- Commented that political advertising is prohibited on Town property; all departments will be required to enforce. The Clerk stated that State law prohibits political advertising within 250' of the Town Hall during the hours that the Clerk's Office is open for absentee voting. Political advertising is prohibited on public and private property within 250' of the Town Hall (polling place) on Election Day.
- John Stirling will be moving out of South Berwick which will create an opening on the Planning Board.
- The meeting on October 20<sup>th</sup> regarding the State ballot referenda was well attended by a diverse group of about 30 people.
- Wednesday, November 9<sup>th</sup> is the Veteran's Day celebration at the school.
- Saturday, November 5<sup>th</sup> will be a rabies clinic at the Fire Station.
- The dock at the Counting House has been removed for the winter. It is in very rough shape.
- Candidate's Night will be held Thursday, October 27<sup>th</sup>.
- November 2<sup>nd</sup> is the annual Keep South Berwick Warm Soup Supper.

**Unfinished Business**

1. The Manager stated that comments are still coming in regarding the police station. Mr. Kareckas stated that traffic patterns and parking need to be looked at.

Mr. Ellsworth stated that contrary to belief, the Fire Chief has been involved in the process.

Mr. Ellsworth noted that comments have been received regarding the minutes taken at the public hearing. Public hearings are held to gather information before the Council makes a decision on an issue and minutes are not taken verbatim.

Mr. James commented that the hearing was to discuss the four site plans for Norton Street, not whether Norton Street was the right location for the project.

## **New Business**

1. On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to sign the Warrant calling the Municipal Election for November 8, 2016.
2. On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to authorize the Town Manager to purchase a 2016 Compact Track Loader (T450 T4 Bobcat) from Jordan Equipment for \$33,218.48 with the trade in of the 2007 Bobcat T140.
3. On a motion by Mr. Chase, seconded by Mr. James, it was unanimously voted to authorize the Town Manager to purchase a 2016 F350 from Starkey Ford for \$32,190 minus the trade in of the 2005 F350 of \$5,250 for a total of \$26,940 and include the installation of a Platform Body and Fisher Plow Attachment from Messier Equipment for \$9,451 from the Public Works Capital Improvements Account for a total of \$36,391.
4. On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to cancel the meeting of November 8<sup>th</sup> to accommodate Election Day and schedule a meeting for November 15<sup>th</sup> at 6:30pm.

Mr. Ellsworth made note that there would still be a Treasurer's Warrant to sign for November 8<sup>th</sup>, and it would be ratified at the meeting of November 15<sup>th</sup>.

5. On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to hold a public hearing on Tuesday, November 22, 2016 at 6:30pm to receive comment on the proposed changes to the Zoning Ordinance, Chapter 140 regarding landscaping/lighting and the Building Construction Ordinance, Chapter 60, Fee Schedule.

## **Councilor Comments**

1. Mr. James:  
-Commented that he has spoken with several people about a lot of 'road kill' and the safety issue it creates. He asked that it be cleared up.
2. Mr. Kareckas:  
-Made note that he had to ask a real estate agent to remove a sign from the Veteran's Memorial Island at Agamenticus Rd. Mr. Ellsworth stated that it has been the Town's policy to not allow signs on the memorial out of respect.  
-Recently attended a meeting with a citizen's group regarding the Vine Street Bridge. There is a proposal to make a walking/biking path (a covered bridge was mentioned). Mr. Kareckas added that there are numerous players involved: the State owns the bridge, the dam is owned by a private company, the Town owns the approaches to the bridge, and the land around the bridge is privately owned.

## **Adjournment**

On a motion by Mr. James, seconded by Mr. Chase, it was unanimously voted to adjourn the meeting at 7:07pm.

Attest:

Barbara Bennett, CCM

TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00040185	210700 JUSTIN D VACHON	11/08/2016	-150.00
00040272	241328 DARLINGS FORD	11/08/2016	-27,205.00
00040273	241328 DARLINGS FORD	11/08/2016	-27,205.00
00040276	090151 UNITED STATES TREASURY	11/08/2016	35.73
00040277	132500 SECRETARY OF STATE M/V	11/08/2016	18,988.43
00040278	132500 SECRETARY OF STATE M/V	11/08/2016	19,300.41
00040279	010000 A-1 ENVIRONMENTAL SERV INC	11/02/2016	247.50
00040280	010285 ADMIRAL FIRE & SAFETY INC	11/02/2016	231.50
00040281	010370 AIRGAS USA, LLC	11/02/2016	125.55
00040282	011250 TREASURER, STATE OF MAINE	11/02/2016	48.00
00040283	011422 KERA ASHLINE	11/02/2016	108.21
00040284	020225 BAKER & TAYLOR	11/02/2016	544.36
00040285	021095 BARBARA BENNETT	11/02/2016	66.83
00040286	021300 BERNSTEIN SHUR	11/02/2016	800.00
00040287	021510 TOWN OF BERWICK	11/02/2016	5,740.86
00040288	021668 BLOW BROS	11/02/2016	55.00
00040289	022150 BOSTON CO.	11/02/2016	92.00
00040290	022503 SHARON BRASSARD	11/02/2016	26.86
00040291	030510 CENTRAL MAINE POWER	11/02/2016	1,758.90
00040292	031425 COLONIAL LIFE & ACCIDENT INS.	11/02/2016	1,396.00
00040293	031579 CONSTELLATION NEW ENERGY	11/02/2016	995.96
00040294	040555 DIVERSIFIED INSPECTIONS INC	11/02/2016	1,210.84
00040295	032710 D J 'S MUNICIPAL SUPPLY	11/02/2016	594.87
00040296	040800 DOUCETTE EXCAVATING	11/02/2016	810.00
00040297	050206 EASTERN PIPE SERVICE, LLC	11/02/2016	14,900.00
00040298	050500 KAREN EGER	11/02/2016	35.64
00040299	050710 ELECTION SYSTEMS & SOFTWARE	11/02/2016	1,134.82
00040300	141000 FAIRPOINT COMMUNICATIONS	11/02/2016	1,180.91
00040302	060240 FARWELL'S AUTO SERVICE	11/02/2016	199.40
00040303	060750 FIRE TECH & SAFETY	11/02/2016	73.90
00040304	180478 GENEST PRECAST	11/02/2016	650.00
00040305	070600 GEORGE GORMAN	11/02/2016	153.02
00040306	071090 GREAT WORKS REGIONAL LND TRUST	11/02/2016	100.00
00040307	071050 GREAT FALLS CLEANERS	11/02/2016	254.50
00040308	021375 H T BERRY COMPANY INC	11/02/2016	317.78
00040309	191330 HANNAFORD'S	11/02/2016	155.03
00040310	080248 HANSCOM'S TRUCK STOP INC	11/02/2016	849.69
00040311	081305 HARRISON SHRADER ENTERPRISES	11/02/2016	2,267.77
00040312	080635 HIGGINS	11/02/2016	24.22
00040313	081394 HUSSEY EXCAVATION INC	11/02/2016	120.00
00040314	090120 INLAND FISHERIES & WILDLIFE	11/02/2016	1,063.25
00040315	100170 JDR CONSULTING	11/02/2016	962.50
00040316	071170 M W GRENIER ENTERPRISES LLC	11/02/2016	20.00
00040317	130670 MAINE RESOURCE/RECOVERY	11/02/2016	667.50
00040318	133795 MICK BODYWORKS INC	11/02/2016	79.28
00040319	141370 NORTHEAST HYDRAULICS INC	11/02/2016	7.68
00040320	150175 OFFICE OF INFORMATION TECH A/P	11/02/2016	120.00
00040321	150290 OVERHEAD DOOR COMPANY	11/02/2016	427.00
00040322	070200 P GAGNON & SON INC	11/02/2016	345.41
00040323	160230 PERMA-LINE CORP	11/02/2016	243.70
00040324	200700 PIKE INDUSTRIES INC	11/02/2016	2,258.17
00040325	160320 PINE TREE WASTE INC	11/02/2016	3,092.15
00040326	170000 QUILL CORPORATION	11/02/2016	161.57
00040327	190680 SEACOAST REDICARE	11/02/2016	72.00
00040328	191323 SHOEM CORP.	11/02/2016	300.00
00040329	191533 CRAIG SKELTON	11/02/2016	208.98

PUBLIC RECORD

TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00040330	193408 SO MAINE PLANNING & DEV	11/02/2016	2,326.53
00040331	191880 SOUTH BERWICK CEMETARY ASSOC	11/02/2016	5,000.00
00040332	192400 SO BERWICK PETTY CASH ACCOUNT	11/02/2016	29.75
00040333	192900 SO BERWICK WATER DISTRICT	11/02/2016	14,407.84
00040334	193619 SPRING HILL	11/02/2016	996.00
00040335	193640 STAPLES	11/02/2016	477.62
00040336	194270 RAYMOND SUMNER	11/02/2016	1,750.00
00040337	201130 TOWN HALL STREAMS	11/02/2016	750.00
00040338	133105 TREASURER OF STATE/C.WPNS	11/02/2016	120.00
00040339	201270 GREG TUANO	11/02/2016	62.96
00040340	133358 W.B.MASON	11/02/2016	464.81
00040341	230300 WALMART COMMUNITY BRC	11/02/2016	77.67
00040342	230400 DAVID WALTERS	11/02/2016	525.00
00040343	240900 YORK COUNTY REGISTRY OF DEEDS	11/02/2016	57.00
Total Not Prepaid			74,344.29
Total Prepaid			-16,235.43
Grand Total			58,108.86

PUBLIC RECORD

WARRANT NUMBER \_\_\_\_\_ \$ 58,108.86 DATE 11/02/2016

\* \* \* TREASURER'S WARRANT \* \* \*

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

TOWN COUNCIL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED \_\_\_\_\_  
DATE \_\_\_\_\_  
\_\_\_\_\_  
TOWN MANAGER

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

<b>Meeting Date:</b> Nov 15, 2016	<b>UB #1</b>
<b>Agenda Item:</b> Right of way agreement	
<b>Department Head:</b> Town Manager	
<b>Town Manager's Recommendation:</b>	
Sign RECIPROCAL EASEMENT TRANSFER AGREEMENT with Great Works property	
<b>Requested Action:</b> Motion to sign Reciprocal Easement Transfer Agreement with GPW	
<b>Vote</b>	

## RECIPROCAL EASEMENT TRANSFER AGREEMENT

This Reciprocal Easement Transfer Agreement (“Agreement”) is given and made as of this \_\_ day of November, 2016, by and between Great Works Properties, Inc., a Maine corporation with a mailing address of PO Box 354, South Berwick, ME 03908 (“GWP”), and the Inhabitants of the Town of South Berwick, a Maine body corporate and politic with a mailing address of 180 Main Street, South Berwick, ME, 03908, (“Town”).

WHEREAS, GWP, as assignee of a purchase and sale agreement with Seacoast Christian School, has agreed to purchase two noncontiguous parcels of land in South Berwick, contingent on Town approval to convert the existing building on the premises to an Inn;

WHEREAS, the parcels referenced above comprise a lot with the historic hotel building located at 224 Main Street (“Inn”) and a 30’ by 180’ undeveloped strip for parking (“Parking Area”), both of which are portions of the real estate described in a deed dated November 8, 2010 and recorded in the York County Registry of Deeds (YCRD) in Book 15981, Page 635;

WHEREAS the only access to the Parking Area is over the Town’s adjacent real estate located at 180 Main Street and described in a deed dated August 19, 1974 and recorded in the YCRD in Book 2051, Page 785;

WHEREAS, there is currently an underground propane tank located at the Inn property that is used by the Town and which must be removed as part of GWP’s proposed renovations to the Inn; and

WHEREAS, GWP desires a right of way from the Town for the purposes of access, ingress and egress to and from the Parking Area and the Town desires continued access to and use of a propane tank, and the parties wish to memorialize an agreement to transfer and convey such rights one unto the other subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Condition Precedent: Performance of the obligations described herein by either party shall be subject to and expressly contingent upon the purchase by GWP of the properties of which the Inn and the Parking Area are a part and the issuance of a permit by the South Berwick Planning Board to GWP, beyond the expiration of all applicable appeal periods, for the conversion of the building on the Inn property from its current use to its planned use as an Inn.
2. Right of Way: The Town shall execute and deliver unto GWP a document in recordable form and approved by the Town’s attorney, granting to GWP a non-exclusive right of way and

easement for access, ingress and egress to and from the Parking Area on and over the Town's property located at 180 Main Street. The exact location of the easement area shall be shown on a survey obtained by GWP at GWP's sole cost and expense but shall be in substantially the same location and of substantially the same dimensions as shown on the attached sketch. The final legal description of the easement area shall be subject to each party's review and approval prior to execution of the easement.

3. Terms of Right of Way: The easement document granting the right of way to GWP shall provide that:

(a) ingress to the Parking Area shall be from Paul Street, while egress shall be by Main Street (right turn only);

(b) the Town shall provide for reasonable snow removal and maintenance of the easement area in reasonably smooth paved condition at the Town's cost and expense;

(c) access to the Inn's parking lot shall be gated (in compliance with all applicable E911 requirements) and accessible by permit only;

(d) GWP shall not push or store any snow from the Inn or Parking Area on the Town property;

(e) GWP shall move the electrical pole currently in the proposed easement area at GWP's cost and expense;

(f) The parties shall reasonably cooperate with one another to move the Town storage and kennel to an area outside of the proposed easement area;

(g) Each party shall indemnify the other against harms arising from use of the right of way by that party or its guests, licensees, employees, invitees, or agents; provided, however, that nothing in this Agreement shall be deemed to create a legal duty or impose legal liability on the Town in excess of those claims and liability amounts specified in the Maine Tort Claims Act, 14 M.R.S. §§ 8104-A, 8105 and 8116; and provided further that the Town's indemnification obligation to GWP under this Agreement shall be limited to the amounts specified in 14 M.R.S § 8105.

(h) The rights granted to GWP under the easement shall lapse if renovation of the Inn is not substantially complete, in the Town's reasonable discretion, within 18 months of the effective date of the easement.

4. Access to and Use of Propane Tank. Within a reasonable time after receiving all necessary permits and approvals, GWP shall remove the existing propane tank at the Inn property and install a new propane tank with a metered outlet for Town use, all at GWP's cost and expense. GWP shall execute and deliver unto the Town all documents reasonable and necessary to permit the Town's continued access to and use of the new propane tank including, without limitation, the non-exclusive right and easement for the Town and/or its agents to access, use and maintain the new propane tank. The exact location of the propane tank and easement area related thereto shall be

shown on the survey described above to be obtained by GWP at GWP's sole cost and expense but shall be in substantially the same location and of substantially the same dimensions as shown on the attached sketch. The final legal description of the easement area related to the new propane tank shall be subject to each party's review and approval prior to execution of the easement. In the event the Town should sell its property access to and use of the propane tank will not be transferable.

5. Costs and Attorney's Fees. GWP shall pay for preparation of this Agreement and any other documents reasonably necessary to finalize the grant of the reciprocal rights and easements and the other terms and conditions described herein.

6. Choice of Law; Successors and Assigns. This Agreement shall be governed by Maine law and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Default. In the event that either party shall default in the performance of its obligations under this Agreement, for any reason other than the default of the other, then the non-defaulting party may seek specific performance.

8. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile machine and/or electronically via PDF shall be treated as original signatures.

9. Further Assurances. The parties hereto shall reasonably cooperate to execute such further instruments and take such further actions as necessary to effect the exchange contemplated hereby.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties, both written and oral, with respect to the subject matter hereof, including, without limitation, prior versions of this Agreement, whether signed or unsigned.

11. Not a Grant in Real Estate. This Agreement is only an agreement to transfer rights in real estate subject to and conditioned upon the terms and conditions set forth herein and should not be construed as a grant in real estate. This Agreement may not be recorded, in whole or in part, by any party hereto. Recording of this document by any party shall constitute a default under this Agreement and shall render the defaulting party's rights under this Agreement to be void and of no further force or effect.

[Signatures on Separate Pages Below]

IN WITNESS WHEREOF, the undersigned party has caused this instrument to be executed under seal by its duly authorized representative as of the date set forth above.

Great Works Properties, Inc.,

\_\_\_\_\_  
Witness

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

State of Maine  
County of York

Dated:

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public / Attorney-at-Law

Printed Name: \_\_\_\_\_

[Further Signatures Appear Below]

IN WITNESS WHEREOF, the undersigned party has caused this instrument to be executed under seal by its duly authorized representatives as of the date set forth above.

Inhabitants of the Town of South Berwick

\_\_\_\_\_  
Witness  
Council Member

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

State of Maine  
County of York

Dated:

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of the Inhabitants of the Town of South Berwick.

Before me,

\_\_\_\_\_  
Notary Public / Attorney-at-Law

Printed Name: \_\_\_\_\_

**TOWN COUNCIL**

**Agenda Information Sheet**

<b>Meeting Date: November 15, 2016</b>	<b>NB #1</b>
<b>Agenda Item:</b> Agreement between Municipal Law Enforcement Agencies in York County and the York County Sheriff's Office	
<b>Department Head:</b> Dana Lajoie	
<b>Town Manager's Recommendation:</b> Approve Agreement	
<b>Requested Action:</b> Motion to authorize the Police Chief to enter into an agreement with the York County Sheriff's Department	
<b>Vote</b>	



**TOWN COUNCIL**

**Agenda Information Sheet**

<b>Meeting Date: November 22, 2016</b>	<b>NB #2</b>
<b>Agenda Item:</b> Vine Street Bridge	
<b>Department Head:</b> A group of residents is proposing to replace the closed bridge at the end of Vine Street and would like a Workshop with Town Council to discuss a plan forward	
<b>Town Manager's Recommendation:</b> Workshop meeting on December 06, 2016.	
<b>Requested Action:</b> Motion to hold a Workshop on December 06, 2016 at 6:30 p.m. to discuss a potential citizen's driven plan to replace the Vine Street Bridge presently schedule for removal by MDOT	
<b>Vote</b>	



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

<b>Meeting Date: November 15, 2016</b>	<b>NB #3</b>
<b>Agenda Item:</b> MDOT Safety Audit	
<b>Department Head:</b> Town Manager	
<b>Town Manager's Recommendation:</b>	
Sign Document	
<b>Requested Action:</b> Motion for the Town Council Chairman to sign a letter to MDOT requesting a Safety Audit of the highway in the vicinity of the Marshwood High School	
<b>Vote</b>	



# *Town of South Berwick*

180 MAIN STREET  
SOUTH BERWICK, MAINE 03908-1535  
TEL. 207-384-3300  
FAX: 207-384-3303

November 15, 2016

Timothy Soucie, P.E.  
Maine Department of Transportation  
P.O. Box 358  
Scarborough, Maine 04070

Tim,

Thank you for attending our MSAD 35 School Board / Eliot/ South Berwick monthly collaboration meeting on Wednesday, November 09, 2016. We appreciated your attention to our concerns pertaining to what we see as a serious safety issue at the junction of Route 236 and the driveway for entrance and exit to the Marshwood High School. The safety of this entrance is further complicated by its proximity to the entrance to the Industrial Park and the Brixham Dance Studio entrance. The combination of these three entrances with a speed limit of 55 miles per hour is concerning to us.

The Marshwood High School is a multi-use facility educating more than 1000 students daily; providing year round after-school activities for students through its sports programs; and utilized for community functions. Many of these younger drivers now commute to school daily and it is not uncommon to have hundreds of cars in the parking lot during the school day or an event.

We are asking that the MDOT conduct a "Safety Audit" of this section of Route 236. There have been numerous accidents in this vicinity and the safety of our young students, residents, and employees might determine that a supreme safety issue exists in this short stretch of highway. Minimal changes to entrances or installation of "calming effects" could prevent a fatality in the future.

The Town Council discussed this issue at a schedule meeting on November 15, 2016 and supports an application to MDOT for a Safety Audit and Risk Assessment of this area.

---

John C. Kareckas  
Town Council Chair

Copy: Mr. Steve Landry

Attachment: memo from Mary Nash to Perry Ellsworth

# MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 35

Serving the communities of ELIOT & SOUTH BERWICK

**Mary C. Nash, Ph.D.**  
*Superintendent of Schools*

**Randy T. Stewart**  
*Business Manager*

**Carole A. Smith, Ed.D.**  
*Director of Special Services*

To: Perry Ellsworth, South Berwick Town Manager  
From: Mary Nash, Superintendent of Schools  
Date: September 9, 2016  
Re: Motion by the School Board to Request the Maine DOT to Reduce the Speed Limit in Front of MHS and/or Install a Traffic Light

At the Town and School Officials meeting on August 17, 2016 we discussed having both the MSAD 35 Board of Directors and the South Berwick Town Council approve resolutions to reduce the speed limit in front of Marshwood High School and/or install a traffic light at the intersection of Route 236, Marshwood High School, the Brixham Dance Studio and the South Berwick Industrial Park.

The purpose of this memorandum is to share with you the motion that the MSAD 35 Board considered and approved at its September 7, 2016 Board meeting. The motion passed as follows:

*Consideration and action to support a request to the Maine DOT to reduce the speed limit in front of Marshwood High School from 55 miles per hour to 45 miles per hour and/or install a traffic light to assist drivers entering and exiting: Marshwood High School, the Brixham Dance Studio and the South Berwick Industrial Park.*

The MSAD 35 Board of Directors would be most grateful if you would share this resolution with the South Berwick Town Council for their review and consideration.

I would be happy to work with you, Perry, to enlist the support of the Brixham Dance Studio and the South Berwick Industrial Park entrepreneurs for this resolution so that we can present the Maine DOT with a strong showing of support from our local community around this important safety issue.

Thank you for your leadership! Please let me know if you require any additional information.