

Vaughan Fund  
December 13, 2022

Mallory Cook called the meeting to order at 6:30pm. Trustees present included John James, Jessica Cyr, Jeffrey Minihan, and Melissa Costella. Town Manager Tim Pellerin and Assistant Town Manager Jennifer Janelle were also present.

Approval of Minutes

1. 03-08-22: On a motion by Mr. Minihan, seconded by Mr. Mr. James, it was unanimously voted to adopt the minutes as written.

New Business

1. On a nomination by Mrs. Cook, seconded by Mr. James, it was unanimously voted to elect Mallory Cook as Chair.
2. On a nomination by Mrs. Cook, seconded by Ms. Cyr, it was unanimously voted to elect Jeff Minihan as Treasurer.

ADJOURNMENT

Mrs. Cook closed the meeting at 6:35pm.

Attest:

Barbara Bennett, CCM  
Town Clerk

South Berwick Town Council  
Public Hearing  
Zoning Ordinance – Solar Farms  
February 14, 2023

Vice-Chair Jeffrey Minihan opened the hearing at 6:30pm. Councilors present included John James, Jessica Cyr and Melissa Costella. Council Chair Mallory Cook participated by Zoom. Mr. Minihan made note that all votes would be taken by roll call. Town Manager Tim Pellerin and Assistant Town Manager Jennifer Janelle were also in attendance.

The purpose of the hearing was to receive public comment on the proposed amendments to the Zoning Ordinance adding a definition and performance standards for Commercial Solar Energy Facilities.

-Brett Cropp, Liberty St, commented that the ordinance does not address invasive species. When ground areas are cleared, it makes it easier for invasive plants to take hold. Mr. Cropp asked how this ordinance would affect the existing 'farm' on Junction Road. It was explained that any existing facilities are grandfathered and not affected by the ordinance. Mr. Cropp also expressed his concerns with the ground clearance of fencing. Currently recommended at 6", it was confirmed that amendments can be made in the future if the 6" is found to be insufficient.

Mr. Pellerin explained that ordinances can always be amended.

Mr. Pellerin also made note that the grid is full. Without approximately \$6 million of upgrades to the substations, there is no place for a new solar facility to connect.

The hearing was closed at 6:40pm.

Attest:

Barbara Bennett, CCM

South Berwick  
Board of Assessors  
February 14, 2023

Vice-Chair Jeffrey Minihan called the meeting to order at 6:41pm. Assessors present included John James, Jessica Cyr, and Melissa Costella. Chair Mallory Cook participated by Zoom. All votes will be taken by roll call. Town Manager Tim Pellerin and Assistant Town Manager Jennifer Janelle were also in attendance.

1. The Board discussed the Delegation of Authority to the Assessing Agent. It was agreed that bullet A should be amended.

On a motion by Mrs. Cook, seconded by Mr. James, it was unanimously voted to amend the Delegation by changing the language in bullet A to read "including dollar amounts up to and including \$50,000 (regardless of property valuation) and to include original bullet B, regarding offsetting abatements and supplements. [Clerk note: original bullet B was omitted from the updated Delegation in error.]

2. Abatements:

#2023-09 (O'Neil) On a motion by Mr. James, seconded by Mrs. Costella, it was unanimously voted to grant abatement to Map 15 Lot 45, Account #1658 by decreasing the assessed value by \$33,900, equating to \$492.91 in taxes. The abatement is granted based on a revue of the level of completion.

#3023-10 (Theos) On a motion by Mr. James, seconded by Mrs. Costella, it was unanimously voted to grant abatement to Map 10 Lot 43-2, Account #3315 by decreasing the assessed value by \$6,400, equating to \$93.06 in taxes. The abatement is granted based on 6 acres not properly classified as "very poorly drained soils".

#2023-11 (Eaton) On a motion by Mr. James, seconded by Mrs. Costella, it was unanimously voted to grant abatement to Map 2 Lot 25A, Account #215 by decreasing the assessed value by \$109,800, equating to \$1,596.49 in taxes. The abatement is granted based on a data entry error causing her living space to be entered as 4823sqft. The actual amount of living space is 2610sqft.

Mr. Minihan closed the meeting at 6:58pm.

Attest:

Barbara Bennett, CCM  
Town Clerk

South Berwick  
Town Council Meeting  
February 14, 2023

Vice-Chair Jeffrey Minihan called the meeting to order at 6:59pm. Councilors present included John James, Jessica Cyr, and Melissa Costella. Mallory Cook participated by Zoom; all votes will be by roll call. Town Manager Tim Pellerin and Assistant Town Manager Jennifer Janelle were also in attendance.

Approval of Minutes

1. Town Council 01-31-23: On a motion by Mrs. Cook, seconded by Mrs. Costella, it was unanimously voted to adopt the minutes as written.

Treasurer's Warrant

1. On a motion by Mr. James, seconded by Mrs. Cook, it was unanimously voted to sign the warrant dated February 9, 2023, in the amount of \$1,430,385.09. This warrant includes the monthly school payment of \$728,737 and the annual county taxes of \$383,913.

Reports & Presentations

Paul Schumacher of Southern Maine Planning & Development gave the Council an overview of the Comprehensive Plan Update. The group is approaching the end of the 1<sup>st</sup> phase of 3. Will be working on strategies and ideas over the spring and summer. The Sebago Technics traffic study will have some impact; and Mr. Schumacher recommended holding a public information meeting. He added that the goal is to have the public hearing and council action in the fall.

The Council also discussed the results of the survey conducted last fall. We received 1230 survey responses. Most respondents were concerned with traffic congestion, maintaining the historic village and small-town atmosphere, preservation of open space and natural resources, and were in support of reasonable development and growth.

Public Comment

1. None.

Unfinished Business

1. On a motion by Mr. James, seconded by Mrs. Cook, it was unanimously voted to award the Town Office Facility Study & Needs Assessment to Port City Architecture in an amount not to exceed \$48573, to be funded from the Town Hall CIP Account.

New Business

1. On a motion by Mr. Minihan, seconded by Mr. James, it was unanimously voted to amend the Zoning Ordinance to include a definition and performance standards for Commercial Solar Energy Facilities and to include such facilities in Land Use Table A, as presented to the Board as draft revision #8, dated February 6, 2023.

2. The Flynn's have petitioned the Town to accept Bittersweet Lane as a public way. Appropriate staff has reviewed the construction of the road and necessary documentation for the transfer of ownership. There are some non-road related items that needs to be addressed in the spring.

On a motion by Mr. James, seconded by Mrs. Cook, it was unanimously voted to accept Bittersweet Lane as a public way; provided that the six items listed in the Oldfields LLC letter dated January 20, 2023, are completed as soon as possible in the spring.

3. Denise Clavette, Economic Development, participated by Zoom. She explained that we only received 1 bid for the Market Analysis & Implementation Plan Matrix. Mrs. Clavette stated that she has worked with the company before and highly recommends them.

On a motion by Mrs. Cook, seconded by Mr. Minihan, it was unanimously voted to authorize the Town Manager to negotiate a contract with Camoin Associates for the Analysis & Plan; funds not to exceed \$30,000 from the Punkintown TIF District.



## Town Manager's Report

- Highway: Have used 1280 tons of salt so far this season. Still working on storm clean-up; have spent \$30,000 on clean-up. Beginning to plan for this year's road work.
- Police: 5 arrests, 6 accidents and 66 traffic stops. Lt. Upton attended the Coalition for Health & Safety in Washington DC. Officer Pelkey has been honored by being pinned South Berwick's first Police Chaplain.
- Fire: Attended 18 calls; 139 year-to-date. Driver certifications are complete. First Due software is up and running.
- Code Enforcement: Issued 4 building permits, 2 renovations, 1 addition, and 6 plumbing permits.
- Planning: Currently working on 1 site plan and 3 major site plans. Continue to work on ordinances.
- Library: Held a Valentine's celebration on the 14<sup>th</sup>. The Coding program is going well. Suspending new book donations.
- Recreation: The Maine Mariners trip is scheduled for the 18<sup>th</sup>. AARP is set up for tax preparation on Fridays at the Community Center; not many vacancies left.
- Assessing: Sent out 195 Personal Property Tax Declaration letters. Working on growth estimate and tax map changes for April 1<sup>st</sup>.
- Town Clerk: Still having a hard time filling the office position. There will not be a state election in June.
- Transfer Station: More people trying to avoid paying; some are using plain blue bags. Tire disposal and fuel charges have increased. People are bringing hazardous waste.
- Economic Development: Continue working on final approval of the TIFs. Volunteer started on February 13<sup>th</sup>. Working with CEO on ordinance language revisions for road frontage in the Industrial Zones.
- Finance/HR: Work continues on the budget. Getting ready to send out tax reminder notices. Job descriptions have been compiled and are being reviewed.
- Administration: Staff evaluations are complete. Leadership training for department heads will begin in March. The new maintenance custodian will start on February 21<sup>st</sup>.

## Councilor Comments

### 1. Mrs. Cook:

- Enjoyed attending the staff meeting.

### 2. Mrs. Costella:

- Considering the difficulty of getting new employees; should we consider position sharing with another town? Comment was made that it probably wouldn't work in the Clerk's Office.
- Will the Town be receiving any funds to help cover the costs of the storm clean-up? Mr. Pellerin stated that the storm only affected 4 towns, South Berwick the hardest; and doesn't meet the threshold for disaster funding.

### 3. Mr. James:

- Asked if the ice rink is available for use. Unfortunately, not. It has been cold enough, long enough.

### 4. Ms. Cyr:

- Attended the County District meeting. Currently working on facilitating a job fair. This could help with increasing awareness of municipal job availability.
- Happy to attend the staff meeting. Sharing of information, increased HR functions, and budget awareness help keep the staff engaged.

## Adjournment

On a motion by Mr. James, seconded by Mrs. Costella, it was unanimously voted to adjourn the meeting at 8:10pm.

Attest:

Barbara Bennett, CCM



**A / P Warrant**South Berwick  
9:17 AM

Bank: KENNEBUNK - Operating

02/23/2023

Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	46136	22,450.79	02/10/23	51	0132 BUREAU OF MOTOR VEHICLES
P	46137	184.84	02/14/23	51	1176 TREASURER STATE OF MAINE
P	46138	5,645.28	02/15/23	51	0182 CARD MEMBER SERVICE
P	46139	21,305.33	02/17/23	51	0132 BUREAU OF MOTOR VEHICLES
P	46140	184.84	02/21/23	51	1176 TREASURER STATE OF MAINE
R	46141	410.62	02/22/23	51	0042 ADMIRAL FIRE & SAFETY
R	46142	64.00	02/22/23	51	1195 AHM-NORTHERN LIGHT DRUG TESTING
R	46143	182.28	02/22/23	51	0920 ALLEGIANCE TRUCKS
R	46144	267.46	02/22/23	51	0407 ALLEN UNIFORM SALES, INC.
R	46145	610.47	02/22/23	51	0054 BAKER & TAYLOR
R	46146	213.50	02/22/23	51	0686 Beauregard Equipment, INC.
R	46147	4,000.00	02/22/23	51	0018 BURKE'S TREE SERVICE LLC
R	46148	613.17	02/22/23	51	0062 BUSINESS EQUIPMENT UNLIMITED
R	46149	4,138.11	02/22/23	51	0183 CENTRAL MAINE POWER
R	46150	103.51	02/22/23	51	1026 CHADWICK-BAROSS
R	46151	200.53	02/22/23	51	1158 CINTAS CORP
R	46152	1,432.50	02/22/23	51	1189 COACH COMPANY
R	46153	318.00	02/22/23	51	0911 FADDEN CUSTOM PEST SERVICES LLC
R	46154	79.53	02/22/23	51	0354 FALLON, TOM
R	46155	21.75	02/22/23	51	0164 FASTENER WAREHOUSE
R	46156	2,615.48	02/22/23	51	0036 FIRE TECH & SAFETY OF NE, INC
R	46157	325.00	02/22/23	51	0030 GINO'S PLUMBING & HEATING
R	46158	7.35	02/22/23	51	0526 GRAINGER
R	46159	1,348.26	02/22/23	51	1222 GROGG, GARY & BETHANY
R	46160	90.00	02/22/23	51	0045 GROUP DYNAMIC, INC.
R	46161	945.33	02/22/23	51	0867 HANNAFORD
R	46162	500.00	02/22/23	51	0077 HUSSEY EXCAVATION INC
R	46163	240.00	02/22/23	51	0452 KONE, BROOKLYN
R	46164	552.55	02/22/23	51	0251 LAWSON PRODUCTS
R	46165	100.00	02/22/23	51	1095 LEXISNEXIS RISK SOLUTIONS
R	46166	107.00	02/22/23	51	0169 M W GRENIER ENTERPRISES LLC
R	46167	1,584.00	02/22/23	51	0092 MAD SCIENCE OF MAINE
R	46168	439.41	02/22/23	51	0127 MAINE MUNICIPAL ASSOCIATION
R	46169	5,083.51	02/22/23	51	0141 MAINE MUNICIPAL ASSOCIATION
R	46170	223.76	02/22/23	51	0193 MAINE OXY
R	46171	245.00	02/22/23	51	0595 MAINE TREASURER
R	46172	3.50	02/22/23	51	0081 MAINE TURNPIKE AUTHORITY
R	46173	2,000.00	02/22/23	51	0857 MCLAUGHLIN YOUNG EMPLOYEE SERVICES
R	46174	290.00	02/22/23	51	0084 MICK BODYWORKS INC
R	46175	857.14	02/22/23	51	0243 MOTOROLA SOLUTIONS
R	46176	785.40	02/22/23	51	1061 NEGM ELECTRIC, LLC
R	46177	163.90	02/22/23	51	0255 NORTHEAST HYDRAULICS INC
R	46178	16.26	02/22/23	51	0944 O'REILLY FIRST CALL
R	46179	2,660.71	02/22/23	51	0088 P GAGNON & SONS INC
R	46180	115.20	02/22/23	51	0089 PIKE INDUSTRIES INC
R	46181	241.14	02/22/23	51	0915 PINE STATE ELEVATOR COMPANY
R	46182	182.58	02/22/23	51	0219 PITNEY BOWES GLOBAL FINANCIAL SERVICES
R	46183	95.98	02/22/23	51	0232 QUILL CORPORATION

# A / P Warrant

South Berwick  
9:17 AM

Bank: KENNEBUNK Operating

02/23/2023  
Page 2

Type	Check	Amount	Date	Wrnt	Payee
R	46184	384.00	02/22/23	51	0531 ROCHE LOCKSMITH SERVICES INC.
R	46185	18.58	02/22/23	51	0254 SANEL AUTO PARTS
R	46186	1,636.18	02/22/23	51	0195 SOUTHERN MAINE PLANNING & DEVELOPMENT, INC
R	46187	968.48	02/22/23	51	0041 STAPLES
R	46188	517.40	02/22/23	51	0095 STELLAR NETWORKS
R	46189	240.84	02/22/23	51	0397 SULLIVAN TIRE CO.
R	46190	344.08	02/22/23	51	0594 TREASURER STATE OF MAINE
R	46191	127.93	02/22/23	51	0371 UPTON, JEFF
R	46192	16,000.00	02/22/23	51	0366 US BANK CORPORATE TRUST BOSTON
R	46193	59,282.50	02/22/23	51	0344 US BANK ST. PAUL
R	46194	704.53	02/22/23	51	0097 VERIZON WIRELESS
R	46195	912.91	02/22/23	51	1089 VILLAGE MOTORS
R	46196	1,986.17	02/22/23	51	1221 WALKER, NORMAN
R	46197	1,101.00	02/22/23	51	1175 WELCH OIL, LLC
R	46198	333.99	02/22/23	51	0100 WEX BANK
R	46199	929.92	02/22/23	51	0480 WITMER PUBLIC SAFETY GROUP, INC.
R	46200	874.63	02/22/23	51	1220 YANKEE LAUNDRY EQUIPMENT
R	46201	21.00	02/22/23	51	0066 YORK COUNTY REGISTRY OF DEEDS
<b>Total</b>		<b>170,629.11</b>			

## Count

Checks	66
Voids	0

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 name in this schedule as signed by the Town Council below:

Melissa Costella \_\_\_\_\_ John James \_\_\_\_\_

Jeff Minihan \_\_\_\_\_ Jessica Cyr \_\_\_\_\_

Mallory Cook \_\_\_\_\_

APPROVED \_\_\_\_\_

DATE \_\_\_\_\_

TOWN MANAGER \_\_\_\_\_

South Berwick  
9:28 AM

## A / P Warrant

Bank: KENNEBUNK - Operating

03/09/2023  
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	46202	26,311.07	02/27/23	54	0132 BUREAU OF MOTOR VEHICLES
P	46203	184.84	02/27/23	54	1176 TREASURER STATE OF MAINE
P	46204	184.84	03/06/23	54	1176 TREASURER STATE OF MAINE
P	46205	28,574.27	03/07/23	54	0132 BUREAU OF MOTOR VEHICLES
R	46206	388.50	03/09/23	54	0891 2-Way Communications Services, Inc.
R	46207	1,990.00	03/09/23	54	1069 AFFORDABLE OFFICE SOLUTIONS
R	46208	277.76	03/09/23	54	1226 AMERICAN CARNIVAL MART
R	46209	679.70	03/09/23	54	0054 BAKER & TAYLOR
R	46210	2,615.06	03/09/23	54	0012 BERNSTEIN, SHUR, SAWYER & NELSON
R	46211	125.65	03/09/23	54	0094 BILL DUBE INC.
R	46212	4,000.00	03/09/23	54	0018 BURKE'S TREE SERVICE LLC
R	46213	76.65	03/09/23	54	0062 BUSINESS EQUIPMENT UNLIMITED
R	46214	171.97	03/09/23	54	0048 Capital One
R	46215	422.42	03/09/23	54	0183 CENTRAL MAINE POWER
R	46216	601.59	03/09/23	54	1158 CINTAS CORP
R	46217	2,756.25	03/09/23	54	0208 CIVIC PLUS INC.
R	46218	75.00	03/09/23	54	1223 CLAVETTE, DENISE
R	46219	525.80	03/09/23	54	0142 COLONIAL LIFE & ACCIDENT INS.
R	46220	2,771.59	03/09/23	54	0181 CONSOLIDATED COMMUNICATIONS
R	46221	961.95	03/09/23	54	0106 CONSTELLATION NEW ENERGY
R	46222	1,483.43	03/09/23	54	0391 CREATIVE DIGITAL IMAGING, INC.
R	46223	112.00	03/09/23	54	0535 D.M. BURNS SECURITY INC.
R	46224	200.00	03/09/23	54	0911 FADDEN CUSTOM PEST SERVICES LLC
R	46225	281.78	03/09/23	54	0230 FARWELLS AUTO SERVICE
R	46226	148.03	03/09/23	54	0119 FEDCO TRUCK AND EQUIPMENT
R	46227	9,360.56	03/09/23	54	1194 FIREMATIC SUPPLY CO
R	46228	1,195.00	03/09/23	54	0979 GENERAL CODE
R	46229	221.46	03/09/23	54	1169 GREAT WORKS INTERNET-GWI
R	46230	752.79	03/09/23	54	0460 HIGGINS CORPORATION
R	46231	582.52	03/09/23	54	0168 HOME DEPOT CREDIT SVCS
R	46232	145.00	03/09/23	54	0209 HUSSEY SEPTIC
R	46233	7,698.79	03/09/23	54	0837 Innovative Surface Solutions
R	46234	190.00	03/09/23	54	1225 INTERNATIONAL ASSOC. OF CHIEFS OF POLICE
R	46235	75.00	03/09/23	54	0699 JANELLE , JENNIFER
R	46236	2,537.15	03/09/23	54	1019 JOHNSON CONTROLS
R	46237	40.00	03/09/23	54	0169 M W GRENIER ENTERPRISES LLC
R	46238	198.00	03/09/23	54	0659 Maine Battery
R	46239	1,997.22	03/09/23	54	0179 MAINE DEPARTMENT OF INLAND FISHERIES AND WILD LIFE
R	46240	45.00	03/09/23	54	0139 MAINE MUNICIPAL ASSOCIATION
R	46241	250.00	03/09/23	54	0701 MAINE RECREATION AND PARK ASSOC
R	46242	890.00	03/09/23	54	0082 MAINE RESOURCE RECOVERY
R	46243	728,737.74	03/09/23	54	0129 MAINE SAD 35
R	46244	75.00	03/09/23	54	1187 MCCABE, JENI
R	46245	841.40	03/09/23	54	1224 MCCASSIN, JOHN
R	46246	8,783.40	03/09/23	54	0084 MICK BODYWORKS INC
R	46247	53,595.43	03/09/23	54	0455 MORTON SALT
R	46248	369.00	03/09/23	54	0558 NATIONAL WRECKER SERVICE INC

South Berwick  
9:28 AM

## A / P Warrant

Bank: KFNNFBUNK - Operating

03/09/2023  
Page 2

Type	Check	Amount	Date	Wrnt	Payee
R	46249	1,054.00	03/09/23	54	0255 NORTHEAST HYDRAULICS INC
R	46250	1,375.00	03/09/23	54	1167 NORTHERN FORESTS LLC
R	46251	2,152.00	03/09/23	54	1160 NORWOOD, ASHLEY
R	46252	4,500.00	03/09/23	54	0087 OAKWOODS LUMBER INC
R	46253	120.30	03/09/23	54	0044 OFFICE OF INFORMATION TECH A/P
R	46254	337.38	03/09/23	54	0944 O'REILLY FIRST CALL
R	46255	3,709.01	03/09/23	54	0088 P GAGNON & SONS INC
R	46256	75.00	03/09/23	54	1071 PELLERIN, TIMOTHY
R	46257	147.20	03/09/23	54	0089 PIKE INDUSTRIES INC
R	46258	223.28	03/09/23	54	0915 PINE STATE ELEVATOR COMPANY
R	46259	12,605.75	03/09/23	54	0572 PINE TREE WASTE, INC
R	46260	2,262.00	03/09/23	54	0307 QUALITY FIRE PROTECTION
R	46261	75.00	03/09/23	54	0167 REDIMARKER, JAY
R	46262	5,562.00	03/09/23	54	0015 REVIZE LLC
R	46263	450.00	03/09/23	54	0451 S.A. MCLEAN & SONS
R	46264	223.16	03/09/23	54	0254 SANEL AUTO PARTS
R	46265	1,190.84	03/09/23	54	0483 SEACOAST PRINTING INC.
R	46266	218.80	03/09/23	54	0184 SOUTH BERWICK SEWER DISTRICT
R	46267	42.15	03/09/23	54	0936 STAPLES-LIBRARY ACCOUNT
R	46268	480.00	03/09/23	54	0248 TMDE CALIBRATION LABS INC
R	46269	25.00	03/09/23	54	0143 TREASURER OF STATE-CONCEALED FIREARMS
R	46270	224.00	03/09/23	54	0594 TREASURER STATE OF MAINE
R	46271	230.00	03/09/23	54	0180 Treasurer, State of Maine
R	46272	3,350.00	03/09/23	54	0520 TREASURER, STATE OF MAINE
R	46273	17.89	03/09/23	54	0152 WB MASON
R	46274	24.65	03/09/23	54	0845 Weirs Motor Sales
R	46275	4,647.25	03/09/23	54	1175 WELCH OIL, LLC
R	46276	2,362.57	03/09/23	54	0100 WEX BANK
R	46277	8,191.50	03/09/23	54	0102 YORK AMBULANCE ASSN INC
<b>Total</b>		<b>950,376.34</b>			

### Count

Checks 76

Voids 0

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 name in this schedule as signed by the Town Council below:

Melissa Costella \_\_\_\_\_ John James \_\_\_\_\_

Jeff Minihan \_\_\_\_\_ Jessica Cyr \_\_\_\_\_

Mallory Cook \_\_\_\_\_

APPROVED \_\_\_\_\_

DATE \_\_\_\_\_

TOWN MANAGER \_\_\_\_\_



Land for Maine's Future  
Conservation and Recreation  
Proposal

# SALMON FALLS TIDAL WATERS PROJECT

SOUTH BERWICK, ME  
MARCH 24, 2023

## 1) Proposal Summary

a) **Project Title:** Salmon Falls Tidal Waters (SFTW)

b) **Proposal Category:** Community Conservation Project

c) **Applicant Name & Contact Information:**

Tim Pellerin, Town Manager  
Town of South Berwick  
180 Main St.  
South Berwick, ME  
207-384-3015  
tpellerin@sbmaine.us

Jane Brekke, Project Manager  
Great Works Regional Land Trust  
PO Box 151, South Berwick ME 03908  
610 US Route 1, Ogunquit ME  
projects@gwrlt.org  
207-646-3604

d) **Location of Project:** Old Fields Rd., South Berwick, York County  
State Senate District 35      State House District 150

*include 1 map depicting the property and regional context.*

*Include a copy of the recorded deed, including book and page reference of subject property. (3 deeds) **Tin will supply***

e) **Size:** 70 upland acres, fee acquisition of 3 contiguous parcels.

f) **Status of Title:** Both Cullen properties have been in this ownership since 1993 and 1980. No improvements were made to the proposed purchase properties through this period. The Magnuson property was purchased in 2020 with a warrantee deed and has not had any improvements made to it. We anticipate all properties will have a clear title.

g) **Funding request:** \$ 645,000

h) **Agency Sponsor & Proposed Ownership:** Bureau of Parks & Lands within the Department of Agriculture, Conservation and Forestry.

***A letter of agreement from the sponsoring agency must be included in the proposal.***



**i) Current landowner(s):**

1. Sarah Cullen, 76 Mendum Ave, Portsmouth NH 03801  
603-431-2454

[sscullen@comcast.net](mailto:sscullen@comcast.net)

Signed purchase and sale agreement. First page attached in Appendix x

2. Christian and Rosalind Magnuson, 14 Sea Garden Circle, Kennebunk, ME 04043  
207-229-4911

[chrismagnuson6@gmail.com](mailto:chrismagnuson6@gmail.com)

Signed purchase and sale agreement. First page attached in Appendix x

**Appendix with first page of each of the Cullen and Magnuson purchase and sale agreements – Tin will supply**

**j) Partners:**

Great Works Regional Land Trust, Jane Brekke, Project Manager  
(contact information above)

**k) Date of Proposal:** March 23, 2023

**l) Proposal Budget:** Included in Appendix X Tin will supply

**2) Summary Project Description:**

*The Salmon Falls Tidal Waters (SFTW) is a fee acquisition of 3 contiguous parcels including 63 acres of upland, 9 acres of saltmarsh, 7 acres of intertidal, and a quarter mile of shore frontage on the Salmon Falls River within the Piscataqua River estuary which separates Maine and New Hampshire. These parcels represents the largest available coastal tract within the largest remaining Unfragmented Habitat Block with coastal frontage in southern Maine. In an increasingly developed region, it is rare to find a shoreline and upland landscape that mirrors previous centuries. Unless conserved now these parcels will otherwise be developed as the owners have decided sell.*

This project is a part of a larger landscape scale effort providing a protected corridor between the conservation work by the Great Bay Protection Partnership (73,000 acres on the New Hampshire side) and the Mt. Agamenticus to the Sea Coalition (15,200 acres on the Maine side). This project is part of a long-term (since 1949) commitment to land conservation on the Salmon Falls River by the Town. To date efforts have protected 6.6 miles of shoreline and 655 shore acres within this 5 mile stretch of the river's estuary.

*Management planning includes preventing further habitat fragmentation, protecting water quality, and preserving public access to uplands through low-impact activities such as walking, wildlife watching, and hunting. The Town does not restrict hunting or trapping in this area. If this acquisition is successful efforts will continue to connect this project with Vaughan Woods State Park. \$899,000 has already been*

## LMF Application Full 3-8-23

*raised toward the projected budget of \$2,241,000. This acquisition represents the first time the Town has pursued a direct land purchase for a conservation project along the estuary corridor and represents a significant step for the community.*

**Appendix** large block habitat map with conservation parcels ID with bubbles

Photographs of the property are required and must be provided in JPEG or TIFF format.

### 3) Location Information Project:

Maps included in Attachments:

- Tax Map 6 Lots 29A, 14, 14A (done)
- boundaries of all parcels included in the proposal must be delineated on: Maine Atlas Base Map - showing project location and regional perspective
- USGS Topographic Base Map - showing entire boundary of proposed project, legal access and
- adjacency of other conservation lands ( Vaughan Woods)
- Aerial Photo - showing project location and boundaries
- Other Maps as Appropriate - showing endangered species, significant natural communities,
- MNAP map with habitat types **required**
- Area conservation lands head tide to confluence of Cocheco River
- Habitat Maps from York Pond Focal area
- NH Conservation Corridors Habitat Map
- Eastern Trail Map
- Salmon Falls River Greenbelt Plan July 2009 ( pg 20 & 21)
- South Berwick Comprehensive Plan Update 2007 goals and strategies

**Note: Please no maps larger than 11" by 17".**

### 4. Project Readiness

This project is ready to go and could close in 2023 with sufficient funding.

*All three parcels have:*

- *a signed purchase and sales agreement based upon a preliminary appraisal;*
- *completed boundary surveys;*
- *road frontage and / or a right-of-way access from a public paved road; and*
- *a preliminary environmental hazard assessment survey.*

*58% of the matching funds are in hand for this LMF request.*

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*The North American Wetland Conservation Act (NAWCA) program and Great Bay Resource Protection Partnership have awarded grants.*

*The Town has signed a MOU with GWRLT to pursue remaining funding sources and conclude acquisition. Resource inventories have been done by Maine Natural Areas Program and US Fish and Wildlife Gulf of Maine Program.*

*Maine Bureau of Parks and Lands staff have toured the project site.*

*Remaining tasks include (time frame):*

- *complete funding (April – November)*
- *update appraisal (mid-summer – already contracted)*
- *complete title search and insurance (November)*
- *complete environmental hazard assessment (September)*
- *close on properties (December)*

*Both owners were separately in the initial stages of development planning for their properties when conversations were initiated with the land trust. After much discussion both landowners agreed to provide until the end of 2023 to allow time for a conservation option after which they will actively resume their development plans. This will be the only opportunity to protect these parcels.*

#### 4) Naturalness of the Land

*This property is in a natural forested condition and includes a 2.5 acre wildlife meadow. The shoreline mirrors that of centuries past. Embankments and drainages along the shore provide views up, down and across the water. Stone walls indicate it was 19<sup>th</sup> century pastureland that has since reforested. Two parcels have been managed many decades as a tree farm and the other has the appearance of “forever wild” with no evidence of active management. All the parcels retained mature pine and mast trees over the property including a 200 year old white oak (**photo**). The mature pines along the River provide a perching site for Bald Eagles which have an active nesting site upstream and other raptors.*

*The Mixed Graminoid Marsh is noted by both MNAP and USF &W is home to State Rare plants; Horned Pondweed, Small Salt Marsh Aster and *Lileopsis chinesis*. Efforts will be made this spring to reconfirm the presence of Saltmarsh Sparrows which are known to inhabit this marsh type within Great Bay. The saltmarsh, mudflats and tidal estuary have been stable over the decades (Google earth historical data), showing no adverse impacts from major storms and flood events. It supports a wide variety of migrating wading birds, waterfowl, raptors and fish species. (**APP bird list from NAWCA grant**) The River supports anadromous fish species including; sea run rainbow smelt, alewives, blue-backed herring, American Eel, Sea Lamprey menhaden and Atlantic Sturgeon (**App article about Sturgeon**) . Striped Bass and an occasional harbor seal venture 6 miles up the Piscataqua River to feast on this bounty. **Photo of seal on ice***

*There is a small pond and two potential vernal pools (Kristen Puryear, MNAP) and these will be evaluated this spring for obligate species. Nearby vernal pools are known to host spotted salamanders and wood frogs. The meadow at the property entrance supports red clover and other wildflower species that provide nectar for migrating Monarch Butterflies and other pollinators. **Tins photo of meadow** It is also*

used by American Woodcock for their mating dance flights in early spring. The USF&W Gulf of Maine Program Habitat Package report for this parcel notes the occurrences within ½ mile of New England Cottontail (USF&W at risk status) and Northern Black Racer snake (Me endangered species).

The proposed properties are within a 907 acre Unfragmented Habitat Block as mapped by Beginning with Habitat. This is the largest remaining Block directly on the coast in southern Maine and this Block includes Vaughan Woods State Park and the historical Hamilton House and grounds, both permanently protected properties. **App \_\_\_\_ (BwH map large block map with conservation lands labeled)**. Other than stone walls there are no structures or evidence of structures on the properties except for 12 foot square gazebo that will be removed.

### 5) Accessibility of the Land for its Intended Use

The SFTW parcels are well suited for its intended uses of low-impact non-motorized recreation trails. Its 69 acres of forested uplands and rolling topography with views over the water provide for a diversity of experiences. The site meets the maximum point criteria as there is 200 feet of direct road frontage on a town maintained and paved Old Fields Rd. **(Appendix Topo Map with parcels) Photo of road frontage** This access is level to the meadow and an existing culvert at the entry for access. A gravel parking area is easily constructed within the corner of the meadow area near the road minimizing its impact. The properties have traditionally allowed for hunting and access by the current landowners.

The land is mostly level from the meadow to gently rolling slopes across the middle of the properties with fairly level slopes to the bluff tops. **photo of shoreline with snow showing bluffs and drainage topography** There are numerous possibilities for trail development including for those for whom accessibility at Vaughan Woods with its steeper terrain could find challenging. Final trail layout and usage would be determined through the development of the Management Plan.

There is no need for direct water access at this site as the Town operates both a public boat ramp half a mile to the south and a carry-in boat access at the Town's center 2 miles to the north at the head of tide. Intrusion into the high wildlife values of the marshlands and tidal mud flats as well as the steep shoreline topography make direct water access here undesirable. **(Photo of wetlands or person boating on the river)** These two boat access points create a small craft water trail promoted by the Town since 1991 with a map and guide brochure. SFTW will add to existing conserved shorefront parcels ensuring the shoreline remains part of the scenery representative of an earlier time that is the major draw for the water trail and unique to this area.

### 7) Proximity to Conservation Lands or Larger Conservation/Recreation Effort

SFTW is within a mosaic of protected lands in southern Maine and nearby New Hampshire, the results of 74 years of efforts. This project will enhance the well documented landscape, wildlife, and recreational connection between 73,000 protected acres within the New Hampshire portion of the Piscataqua River estuary (of which the Salmon Falls River is a major tributary) and 15,200 acres of the Mt Agamenticus to the Sea Conservation Initiative less than a mile away. SFTW will add 69 acres of upland and a quarter

*mile of river frontage to the Maine side. All within the fastest growing regions for both states* **See Conservation Lands map in App.**

*The 5 miles of this river tidal corridor in South Berwick currently has 258 conserved acres (8 properties) and there are 655 conserved acres (19 properties) directly across the river in New Hampshire. This includes 6.6 shoreline miles protected. The first South Berwick Comprehensive Plan in 1990 and the update in 2008 recognized the protection of historical, passive recreational and natural values of the Salmon Falls River have been clearly identified as priority concerns and addressed within goals and strategies. **Appendix.** As a result of the first plan, South Berwick accepted land and created Counting House Park at head tide with a canoe access and received grant funding from the State to create the tidal boat launch at Bray Memorial Park as an implementation follow through at the Route 101 bridge. The Town also created a Salmon Falls Greenbelt Plan in 1991 and updated it in 2009 with the intent of encouraging "...all stakeholders to work together to ensure a healthy accessible greenbelt". These goals include:*

- Protect and enhance the wildlife habitat of the river and adjacent uplands;*
- Monitor, maintain and improve, where possible, the water quality of the Salmon Falls River*
- Create limited public access for passive recreational activities;*
- Through grants, donations, and if needed- town expenditures, seek to purchase critical parcels as opportunities arise*

*The Town and GWRLT are currently working together on a plan for a walking path connecting Counting House Park to Leighs Mills Pond – three-quarters of a mile. This SFTW will support the vision of one day of possibly extending that path to Vaughan Woods State Park and to these properties.*

*A major component of the landscape connectiveness is the river and its marine life through water quality protection. At the Counting House, the head of tide hydro-electric dam includes a fish ladder assisting the documented use by herring and alewives to access spawning areas in the impoundment upstream. Conservation projects that have already occurred along the River's edge and uplands have assisted in preventing habitat fragmentation and additional water quality degradation and loss of fish habitat. GWRLT in partnership with Maine DOT removed a head of tide dam restoring anadromous fish passage to Shoreys Brook (tributary to the Salmon Falls River) at its Savage Preserve.*

*The South Berwick Sewer District's wastewater treatment plant successfully removes excess nitrogen, phosphorous and other nutrients from the waste stream in accordance with its permit. The Town's MS4 Stormwater Plan extends non-point source regulations over the entire town- not just the urban center and has separated stormwater from the sewer system waste stream. Every subdivision development is reviewed with onsite road storm water structures in place. Habitat needs are being balanced with recreational needs by installing tidal access boat launches supporting a recreational boating trail with scenic stretches that are close to how native Americans maintained them.*

## 8) Project Need

*SFTW represents the last opportunity to conserve the largest undeveloped tract on the Maine side of the Salmon Falls estuary within the largest remaining Unfragmented Habitat Block (Beginning with Habitat) on the coastline in southern Maine. Both landowners were working on development plans before coming into contact with GWRLT. The first landowner wanted to know what parts if any should be set aside from development. The other offered to sell once they heard about GWRLT's conservation efforts with their neighbor. Both landowners agreed to put on hold their development plans until the end of this year and signed purchase and sale agreements. GWRLT contacted the Town and asked for input into the idea of conserving all three parcels and the Town Council agreed to partner.*

*While a subdivision would have Town Planning Board oversight for stormwater and the Town's Resource Protection district would prevent direct shorefront housing, land clearing would likely occur to the 100 foot buffer and could include dock structures across the saltmarsh and intertidal areas.*

*Market pressure for development is clearly demonstrated in the increasing values for housing in South Berwick of 14% over the decade from 2010-20. This pressure has increased since the pandemic as telecommuting has become a popular option for many urban businesses. The data in this table from the South Berwick Comprehensive Plan Update (9/24/22) shows comparative value increases with our neighboring towns, county and state. Coastal communities clearly seeing the highest impacts, but impacts rippling inland to adjacent communities, especially where shorefront/water access is available. Additional data from the South Berwick Comprehensive Plan update Housing Section shows a 7.4 % increase in median home value in 2021 alone.*

Comparison of housing costs median value of Owner Occupied units

Town	2010	2020	% change (interpretive data)
<b>South Berwick</b>	<b>\$ 245,000</b>	<b>\$ 280,100</b>	<b>14 %</b>
Berwick	\$ 228,600	\$ 243,300	6.4 %
North Berwick	\$ 227,500	\$ 272,200	19.6 %
Eliot	\$ 261,900	\$ 368,400	41 %
York	\$ 366,300	\$ 429,800	17 %
Rollinsford, NH	\$ 250,400	\$ 263,100	5 %
York County	\$ 233,300	\$ 260,800	11.8 %
Maine	\$ 176,200	\$ 198,000	12.4 %

Source: American Community Survey 5-Year Estimates, 2020

*Should fundraising for SFTW be unsuccessful both landowners will continue with their original intent to develop/sell their properties. Development of these parcels will most likely prohibit all public access and negatively impact the wildlife corridor which has existed largely unchanged for more than 100 years and is only becoming more important as undeveloped lands adjacent to estuaries becomes rare. With more landowners on the shoreline, the likelihood of homeowner access to the River and the marshland would increase disturbance to nesting marsh bird species and wading birds fishing the mudflats. As pointed out in the Maine Wildlife Action Plan, "... the impacts of development are not reversible. The capacity for our*



*saltmarshes to provide nesting and resting areas for migrating species is diminished with each impact. Extensive undeveloped shorelines and coastal marshes are a finite resource..."*

*The importance of this area and the need for conservation are supported and documented in;*

- Cullen Parcel Site Habitat Package (2022) USF&W Gulf of Maine Program
- Salmon Falls Tidal Waters Wetland Survey (2021) Maine Natural Areas Program
- NH Wildlife Corridors (2018) NH Fish & Game
- State of the Estuaries Report (2018) Piscataqua Region Estuaries Partnership
- Maine Coastal and Estuarine Land Conservation Program Plan (2012) Maine Coastal Program
- The Land Conservation Plan for Maine's Piscataqua Region Watersheds (2010) Maine Beginning with Habitat, Wells National Estuarine Research Reserve, Southern Maine Regional Development Commission, Piscataqua Region Estuaries Partnership
- South Berwick Salmon Falls Conservation Plan (1991 / updated 2009) Town of South Berwick
- South Berwick Comprehensive Plan (1990 / updated 2008) Town of South Berwick
- Private Lands; Public Benefits (2009) US Forest Service
- Piecing the Puzzle Together: Farms, Forests and Water (2009) Great Works Regional Land Trust
- Mt Agamenticus to the Sea Strategic Plan (2004) MtA2C Coalition

### 9) Land Assets

*The SFTW project has **Multiple Land Assets**.*

*Please reference the listed supporting documents and reports immediately above.*

#### **Photo of SFTW from River**

Recreational assets: *SFTW is in an excellent position to be managed and enjoyed for land based passive recreation; hiking, wildlife observation, educational outings, hunting, cross country skiing and snow shoeing. Leading up to the bluffs along the river the land is gently rolling which could create recreational opportunities for those with movement limitations in addition to the general public unlike the nearby and popular Vaughan Woods State Park. The site is easily and quickly accessible to the 82,000 residents of South Berwick and its neighboring communities. Currently all of the Maine shoreline conservation properties host active nature study or historical study opportunities for area children and adults. This February, vacation camps/experiences were offered within Vaughan Woods and the Savage Wildlife Preserve. Having multiple properties along the estuary, helps prevent any one property from becoming "loved to death".*

*These lands have not been posted for hunting or trespass in the recent past. Most hunting has been along the wetland/channel edge for ducks, and access has been from the nearby Town boat launch. Deer hunting has mainly been by area residents that are familiar with area housing locations. Maintaining hunting will remain important for control of deer populations and tick borne diseases as well as*

recreation. The extensive mudflats along the shoreline of SFTW and the deeper main channel of the river offer family friendly ocean fishing opportunities for small boats in a protected setting.

Water Access Lands: The Town has worked with partners for 74 years to create an accessible, beautiful and popular Water Trail that is easily accessible for anyone with a small craft free of any charge. This conservation effort has been complimented on the New Hampshire side by communities and non-profits for a unique and outcome. This is still a work in progress and SFTW is the next piece available for this puzzle providing remarkable natural scenery from both the water and the shore.

Lands Supporting Vital Ecological Functions and Values: This landscape has minimal human impacts despite being settled by European immigrants as early as 1642. It has 67 acres of forested landcover of mixed native trees with a 2.5 acre meadow. There are small amounts of invasive species and control will be addressed in Management Plan. The MNAP SFTW Wetland Survey recognizes the 9 acres of rare Mixed Graminoid Forb Saltmarsh (S3) supported by small drainages that provide sediment and whose topography allows for marsh migration and the 7 acres of intertidal mudflats. Two potential vernal pools were located and will be verified this spring. The US Fish and Wildlife Gulf of Maine Program Habitat Package stressed the importance of the role of a natural landscape in supporting water quality and diadromous fish populations. The North American Wetland Conservation Act program granted the maximum Small NAWCA amount (\$100,000) recognizing the projects benefits for wading, water, and migratory birds.

Rare, Threatened, or Endangered Plants and Animals: The Maine Natural Areas Program found a new population of Spotted Wintergreen (threatened S1) and 2 plant species of historic presence; Horned Pondweed (Special Concern S2) and Small Saltmarsh Aster (Threatened S1) were also noted at the site. US Fish and Wildlife Gulf of Maine Habitat Package noted the presence of New England cottontail (G3- Globally Vulnerable, S2- ME Imperiled). MNAP includes the entire property within the Berwicks/Eliot/York New England Cottontail Focus Area; and the Black racer (S2-ME Imperiled) with a half mile of the project area and stated that SFTW could be potential or current habitat for both. The Report also identifies the Salmon Falls River as Current Habitat for Atlantic Sturgeon (ESA- Threatened), Sea-run rainbow smelt (Federal Species of Concern). A Wells Reserve fish survey (2013) identified American brook lamprey (Critically Imperiled – NH / not known to occur in Maine) in a Maine tributary half a mile south. NAWCA recognized the presence within the Piscataqua estuary of the Canada wren, Rusty Blackbird, and Saltmarsh sparrow and the potential negative impacts of development on their habitats.

Areas of Scenic Interest: In addition to preserving the scenic views of and from the river SFTW will support and maintain the “rural character” of Old Fields Road; one of the goals of the Town’s Comprehensive Plan for the entire Town. This compliments the work of the GWRLT (4 conservation properties) and the work of the newly created Great Thicket Wildlife Refuge (US Fish and Wildlife) along the river and Old Fields Road. SFTW is an important part of limiting modern day development along this stretch of upper estuary. The Town’s Water Trail Trip Brochure includes information to boaters about the vast historical and natural resources. These views are virtually unchanged from centuries past. **(View of Hamilton House, View downstream from Hamilton House 1901, view from Hamilton House modern day)**



Open Space: This project will add 70 acres to the existing 248 acres of river front conservation land within the Town which is across the river from 655 protected acres on the New Hampshire side (the Great Bay Resource Partnership has provided two grants for transaction costs to SFTW). SFTW is within a mile of the 15,200 acres protected by the Mt Agamenticus to the Sea Conservation Initiative.

Ecological Preserve: SFTW would join the over 74,000 acres of conserved land within the Piscataqua River Estuary forming a landscape scale mosaic of forever protected properties in two states. This effort is supported by the Great Bay Resource Protection Partnership, non-profits, and towns throughout the watershed. The Town is proud to be part of this effort as this estuary is of regional importance and its influence extends to the Gulf of Maine.

River and Trail System: SFTW has significant benefits to both the established Salmon Falls River Water Trail (preservation of views, protection of water quality) and the to be established trail system with its diversity of habitats, water views, and the potential trail connections to Vaughan Woods State Park and other nearby conservation lands in the future.

Undeveloped Coastline: SFTW will add over a quarter mile of undeveloped forested shoreline with saltmarsh and mudflats to the 6.6 miles of protected shoreline on both sides of the five mile stretch of Salmon Falls River estuary in South Berwick continuing 74 years of conservation work.

### 10) Community and Economic Impact

The most significant community and economic impact of this project will be to add to the publicly available and easily accessible mosaic of natural landscapes for the scenic and recreational enjoyment of residents and visitors as our community continues to grow and develop. South Berwick is known for its small town, rural character and the Salmon Falls River. Access to outdoor spaces with a short car ride, bicycle, or walk was rated very highly in a 2022 residential survey. This project will continue the balance with development keeping South Berwick and surrounding communities as desirable places to live and recreate. This is vital in attracting the workforce needed to meet the growing needs of the coastal tourist industry, local construction, Pratt and Whitney Industries, Portsmouth Naval Shipyard, and the extensive business development occurring at the Pease International Trade Port – all within 15 miles of the project site.

The river corridor has long been and continues to be a part of the essence of our community culture. In 1992, the Town Planning Department, Conservation Commission and the Great Works Regional Land Trust collaborated on a greenbelt plan for the estuary. This Plan was updated in 2009. The river's undeveloped coastline provides passive recreational opportunities for canoe and kayakers between the tidal boat launches at Counting House Park at head tide and Bray Memorial Park 4 miles downstream at the Rt 101 boat launch. The Town created a Salmon Falls River Trip Guide to educate users about the natural and cultural resources along the river. (Appendix ?)

On a regional basis, the SFTW project is located directly on the Eastern Trail on-road section, 9 miles north of the southern starting point in Kittery. South Berwick is a municipal partner in this project. The "Economic Impact of the Eastern Trail" Study commissioned by Southern Maine Regional Planning and Development in November 2021 found the trail generated 223 jobs, \$7.6M in earnings, \$19.6 M in annual sales and generated \$598,000 in property tax in the SMPDC region. (App\_study summary page

**with bubble pointing out on road section applies to this parcel or insert page into this text.)** These users pass and visit businesses within the village of South Berwick for food, drink and other services. **small photo of Eastern Trail sign at south end of Old Fields Rd.** This bike & walking trail is accessible to everyone across the socio-economic scale.

There are numerous organizations and events that evolve around the river year round. MSAD 35 has partnered with Old Berwick Historical Society (Counting House Museum at head tide) and Vaughan Woods Memorial State Park to create an Annual Hike Thru History (now in its 37<sup>th</sup> year) as an educational day for South Berwick Pre-K – 3<sup>rd</sup> grades. The river corridor and its cultural and natural resources are regularly a focus of this event. The docents of the event are 8<sup>th</sup> grade and high school students that historically recount life and times of residents from South Berwick's past to their younger peers. **(OBHS photo of Gundalow at Counting House Then and Now).**

Historic New England has also actively participated in these events over the years including its summer "Concerts in the Garden Series" at the Hamilton House on Sunday afternoons. Attendees often dine at area restaurants after the concerts. There have been other joint events between GWRLT, OBHS, Historic New England and Vaughan Woods State Park from Salmon Falls River Days to historical and natural walks all intended to increase public awareness of the variety of resources found on and around the River estuary. The Town's Vaughan Fund Trustees supported GWRLT's MSAD 35 teacher workshop week which spent one full day on the estuary learning about the natural and historic resources.

### 11) Municipal Support

The Town of South Berwick is the applicant for this proposal. The Town Council voted unanimously to place a \$250,000 contribution and authorized the town to be the fee holder if needed to the voters last November. Both articles received over 77% voter approval. The \$250,000 contribution is ten times larger than the previous largest contribution for a conservation project by the community. The Town has signed a Memorandum of Understanding with the Great Works Regional Land Trust to assist with fundraising in a public- private partnership to assure success of this project. A support letter from GWRLT is included.

#### BONUS:

12) Significant Undeveloped Archaeological Site      N/A

13) Public Water Supply      N/A

### 14) Community Accessibility

The project site is 4 miles from the center of Town, within a residential neighborhood, within 4 miles of 6 schools (4 public and 2 private) including a half mile of Marshwood (regional) High School. Area schools already partner with GWRLT and use the land trust's properties including over 300 middle school students who took part in an outdoor vernal pool program last spring in partnership with the Gulf of Maine Research Institute. This will create additional opportunities to learn about a variety of habitats and history along the estuary for students and their parents

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*SFTW is easily available to southern Maine communities as it sits just off State Rt 236 and Route 103 and is only 7 miles from I-95 and US Rt 1. The project is currently on the road section of the Eastern Trail and is within 2 miles of the proposed off-road portion. There are currently 86,576 residents within the Town and its seven abutting communities with a predicted growth of 4.7% over the next five years. The nearby cities of Dover (Pop. 33,171 – within 3 miles), Portsmouth (Pop. 22,277 within 10 miles) and Rochester (Pop. 32,869 – within 14 miles) are all close by. SFTW is also within 15 miles of the tourist communities of York, Ogunquit, and Wells that host an estimated 94,000 overnight visitors during the summer months in addition to their year round population.*

*The intended management goal is the creation of a parking area and trails that will encourage low impact, non-motorized public uses such as walking, wildlife watching, education, and hunting. Access and management will compliment nearby Vaughan Woods State Park and will alleviate some of the increasing recreational and resource pressure that the State Park has experienced in recent years.*

*The draft South Berwick Comp Plan Update (7/11/22) Community Profile Population Demographics shows populations in South Berwick and surrounding Towns continuing to grow at rates at and above the State's average.*

Population Projections, 2023-2038 in 5 year increments

	South Berwick	Berwick	Eliot	North Berwick	York	Maine	York County
2023	7,876	8,230	7,402	4,852	13,731	1,355,924	215,424
2028	8,172	8,649	8,068	4,954	14,226	1,368,838	223,396
2033	8,412	9,014	8,703	5,015	14,620	1,374,023	229,809
2038	8,587	9,315	9,290	5,034	14,899	1,371,608	234,432

Total Percent Change

2018-2038	14.1%	19.6%	37.7%	6.8%	13.3%	2.3%	13.6%
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Source: Maine State Economist, Based on 2018 US Census Population Estimates

*In the next 15 years the total population for South Berwick and its immediate neighboring towns is projected to increase by 5,034 people. The demands for shared space for wildlife and people to recreate are only increasing. Balancing conservation and the protection of natural resources is one of the Town's strategies for keeping our community a place where people want to live.*

### 15) Climate Change Adaptations include maps from MNAP Preacquisition

This site is well suited for adapting to changes in climate due to the existing naturalness and the significant amount of surrounding permanently conserved lands within that contain a diversity of habitats, plants and animals documented as High Value Habitat by both Maine (Dept of Inland Fisheries & Wildlife) and New Hampshire (Dept. of Fish and Game).

*The MANP survey of SFTW rated Resilience and Connectedness as "average" and Landscape Diversity as "slightly above average". It noted that salt marsh migration up the drainages as having "limited*

*potential” except along the perennial stream estimated at 200-300 feet. Climate Resiliency modeling by the Nature Conservancy however indicates that some portion of these marshes would persist with up to 6.6 feet of sea level rise (maximum amount modeled) at this site. The saltmarsh and mudflat community has remained unchanged (historical aerial photos since 1953) despite major storm events. This is likely due to the protected location (13 miles upriver from the Gulf of Maine), lower tidal amplitude (4.7 to 9 feet) as opposed to the coast (7 to 12 feet), and relatively quiet water allowing sediment to be trapped by the vegetation. (photo of drainage with tree in silhouette).*

*The constriction of the river corridor at the RT 101 bridge may contribute to the slowing of water flow above the bridge at high water events and sediment replenishment of the mud flats. The channel is fairly narrow compared to the surface area of the flats. Bank slopes further upstream prevent an expansion of water volume over a broad area which inhibit scouring of the channel sediments and erosion of mudflats. Low clearance at the bridge restricts boat size and duration of access reducing impacts of wakes. The stability of these tidal wetlands has and continues to maintain wildlife habitats which can provide a consistent quality of forage and shelter for migratory bird species.*

In the uplands, the 2020 timber harvest on two of the parcels left multiage stands of both pine and hardwood species. Multi-aged stands inherently have greater resistance and resilience to disturbances because of the presence of several age classes and more potential pathways for post-disturbance management and recovery. The preponderance of research also indicates few differences in productivity between multi-aged and even-aged management strategies. These factors combined suggest that increased adoption of multi-aged management systems will lead to a reduction in long-term risks. [Forestry: An International Journal of Forest Research, Volume 86, Issue 4, October 2013]

**16) Deer Wintering Area** N/A

### **17) Estimate of monitoring and management costs**

*The property will be managed for water quality protection, wildlife habitat, and low intensity non-motorized recreation (walking, wildlife observation, education, hunting). This is a fee acquisition and there is no easement to monitor. This application includes a request for \$25,000 in Stewardship Funds from LMF (see Budget in **Appendix x**). The fee ownership of the property is yet to be determined and may be decided by federal grant requirements.*

*The strength of the SFTW project’s public-private partnership is that either the Town or GWRLT or Maine Bureau of Parks and Lands remains an option for fee ownership. Regardless of ownership, GWRLT is staffed with stewardship professionals that have project management experience including natural resource management planning, access and trail design and construction, invasive species control, and monitoring and managing public use. They have an extensive volunteer network (>100 volunteers) that are enthusiastic about field work. GWRLT has an established Stewardship Fund (current balance \$851,199). The Town recognizes this capacity and commitment within its MOU with the Land Trust.*

The Start Up Plan for SFTW include:

Goal	Action	Cost	Scheduled	Completed By
Natural Resources	Management Plan	\$13,000	Spring 2024	GWRLT & Contractor
Natural Resources	Invasive Species Plan & Baseline	\$4,500	Summer 2024	GWRLT & Contractor
Infrastructure	Boundary Line Marking	\$500	Spring 2024	GWRLT
Infrastructure	Parking Area Design and Installation	\$24,000	Spring 2025	Contractor
Infrastructure	Trail Installation	\$28,000	Spring-Fall 2025	Contractor
Infrastructure	Street sign, Kiosk, and Kiosk sign	\$5,000	Summer 2025	GWRLT & Contractor
Infrastructure	Remove Gazebo	\$2,000	Spring 2025	GWRLT
Natural Resources	Invasive species control	\$12,000	2025 through 2035	GWRLT & Contractor
Print materials	Trail brochure and trail signs	\$1,000	Summer 2025	GWRLT & Contractor

**Total Start-up Costs: \$90,000** (these funds are being raised as part of the acquisition funding)

**Estimated Annual Costs for the first 10 years:**

Management Action	Cost per year
Property and Boundary Monitoring	\$500
Trail Maintenance	\$1000
Property Taxes (depends on owner)	?
NAWCA + LMF Grant reporting	\$200
Trail sign maintenance/replacement	\$100
Meadow Maintenance (bush hogging)	\$700
Plowing	\$500
Boundary Marking (every 5 years)	\$100
Management Plan Update (every 10 years)	\$100

**Total Annual Costs: \$3,200** (not including property taxes/ depends on owner) These funds will be made available annually through a \$90,000 Stewardship Fund contribution being raised as part of the acquisition funding.

### 18) Organizational capacity

*The Town of South Berwick committed \$250,000 of tax revenue to supporting this project and has a signed Memorandum of Understanding with Great Works Regional Land Trust to assist with fundraising, reporting out grants, provide annual reports to funders and provide ongoing active stewardship of the parcel if needed. The Town has an active Conservation Commission. GWRLT has completed 145 projects, permanently protected 7,401 acres since being established in 1986. GWRLT currently manages 18 public conservation areas, 32 miles of trails, and has a staff of five with over 100 volunteers and over 1000 supporting members. GWRLT has successfully completed 6 LMF funded project with another one currently pending completion.*

***(photo of Savage Preserve sign).***

### 19) Names of Individuals Knowledgeable about the Site or your Proposal

- Tim Pellerin, Town Manager (207) 384-3015 (town)
- Jane Brekke, GWRLT Land Protection Coordinator, Project Manager (207) 646-3604 (all aspects)
- Jean Demetracopoulos, GWRLT member, former Town Councilor, Assistant Project Manager (207) 384-5030 (all aspects)
- Tin Smith, GWRLT Board member, Assistant Project Manager (207) 219-1466 (all aspects)
- Kristen Puryear, MNAP Staff Ecologist (207) 287-8043 (Wetland Survey)
- Rex Turner, Maine Bureau of Parks and Lands (207) 624-6080 (site walk)
- David Rodrigues, Maine Bureau of Parks and Lands (207) 624-6080 (site walk)

## LMF Application Full 3-8-23

### Attachments (from the Bauneg Beg LMF app)

1	Cover letter from North Berwick
2	DACF Bureau of Parks and Lands Sponsorship Letter
3	Land Owner Letter (first page of P&S agreements?)
4	LMF Project Budget
5	Ten Year Management Budget
6	Maps Location Map Maine Atlas Map Topo Map Aerial with Topo Lines Map Small Whorled Pogonia Potential Trails Conserved Lands near Bauneg Beg Mountain
7	Photos
8	North Berwick Comprehensive Plan excerpt
9	GWRLT Strategic Conservation Plan excerpt
10	2020-2024 SCORP Excerpts
11	Beginning with Habitat
12	MNAP Resiliency Checklist
13	Deed: Book 15217, Page 875 (project parcel is a portion of land described in the deed)
14	North Berwick Town Vote
15	GWRLT Letter of Support
16	GWRLT Balance Sheet
17	LWCF GWRLT-Town MOU
18	Town Select Board Vote
19	Town Meeting Vote

### Appendix x Brief History of the Salmon Falls River and South Berwick

*This project compliments a long-term conservation effort on both the NH and ME sides of this 5 mile stretch of estuary that began in 1949 with the donation of Vaughan Woods Memorial State Park to Me BPL and the Hamilton House & grounds to the Society for the Preservation of New England Antiquities (now Historic New England). Since that time, efforts to conserve this historical and undeveloped River Corridor have continued.*

*The Town's interest in this project lies in the importance of the river corridor to the culture and history of South Berwick and the Native people who called this river home. The Wabanaki used*



## LMF Application Full 3-8-23

*the river to access other native communities throughout the Piscataqua/ Great Bay region in a vibrant regional scale. The very first European permanent settlement in the 17<sup>th</sup> century was the establishment of a sawmill and homesite in the 1640's by Humphrey Chadbourne after he had purchased land from Mr. Rowls, a local Wabanki sachem. (OBHS archives) Today, this land at Leigh's Mill Pond – the confluence of the Great Works River with the Salmon Falls estuary is owned by GWRLT. It hosted an archeological dig project with the Old Berwick Historical Society resulting in numerous significant finds.*

*The 18<sup>th</sup> century saw the use of the estuary for boat building as merchant vessels were constructed on the Riverbanks, launched into deep water anchorages, then floated down stream on celestial high tides to have masts erected in Kittery. The Hamilton House was constructed in 1785 on proceeds made from privateering **photo of Hamilton House** and commerce. Today this property is owned by Historic New England- its grounds and house open to the public. The former shipyards are the lands of Vaughan Woods Memorial State Park. **Print of 1877 head tide OBHS***

*The main road from Boston to Portland crossed into Maine at head tide and supported the growth of South Berwick village, but the river was still the region's highway. The 19<sup>th</sup> century saw development of textile mills along the Great Works River and at head tide on the Salmon Falls River. Gundalows ferried goods between the mills and farmers of South Berwick to Portsmouth. The Old Berwick Historical Society operates the Counting House Museum at its location next to the mill remnants at head tide.*

*Through the 19<sup>th</sup> century, rails replaced gundalows, but the same geography made rail crossings just above head tide the main gateway between Maine and all points south and north. Multiple rail and trolley lines converged in South Berwick Village as the industrial revolution changed the landscape. The 20<sup>th</sup> century saw the development of a recreational area- Porter Pines along Shorey's Brook/ Salmon Falls Estuary by the trolley corporation to lure tourists inland. Today this property is owned by GWRLT (Savage Wildlife Preserve) and has trails open to the public.*

*The dam at head tide transitioned from powering the millworks to producing electricity with a fish ladder to assist herring and alewives to spawning sites in the impoundment upstream. The mill site itself is now the Town's Counting House Park. The bridge crossing at RT 101 4 miles down stream limits large boat traffic up to head tide, but the Town has 2 tidal access points to encourage passive recreational use and created a Canoe Guide to help residents learn about the valued resources of the river corridor.*





March 5, 2023

Tim Pellerin, Manager  
Town of South Berwick  
180 Maine Street  
South Berwick, ME 03908

Re: Maine Land for Maine's Future Program / Salmon Falls Tidal Waters project

Mr. Pellerin,

The Great Bay Resource Protection Partnership (GBRPP) supports the Salmon Falls Tidal Waters application to the Land for Maine's Future program by the Town. GBRPP has **awarded the Great Works Regional Land Trust two grants, totally \$14,700**, for transaction costs for the acquisition of these parcels, representing the first dollars in. This would be a significant acquisition for the region.

GBRPP is a collaboration of conservation organizations that promotes landscape-scale land conservation and stewardship. Since 1994, the Partnership has operated to promote shared conservation goals and implement conservation programs across state boundaries. The Partnership's primary role is as a convener of organizations to support the permanent protection and ongoing stewardship of the region's significant habitat areas and conservation lands.

The Partnership's comprehensive approach to conservation is guided by landscape scale conservation planning. This collaborative, science-based process furthers the understanding of ecosystem and water quality health, and informs the Partnership's land protection, management and stewardship activities. GBRPP's support for the **Salmon Falls Tidal Waters** project is guided by the Land Conservation and Stewardship Goals contained in *The Land Conservation Plan for Maine's Piscataqua Region Watersheds* (2010). This project meets the following goals of the Plan:

- Unfragmented habitat
- Protection of riparian zones of tidal rivers
- Significant Wildlife Habitats as mapped by Maine Dept of Inland Fisheries and Wildlife
- Rare, threatened, and endangered plant and animal resources
- Habitat for US Fish and Wildlife Priority Trust Species
- Rare and exemplary natural communities

This project is part of a larger effort in both Maine and New Hampshire to protect the forested lands within the Salmon Falls Watershed. This watershed was identified as the third most at risk watersheds in the nation for water quality degradation due to the loss of forestland from development by the US Forest Service in its report *Private Lands, Public Benefits* (2009).

Regards,

A handwritten signature in cursive script that reads "Dea Brickner-Wood".

Dea Brickner-Wood  
Great Bay Coordinator  
Great Bay Resource Protection Partnership

<http://greatbaypartnership.org> ~ 1 Colony Cove Road ~ Durham, New Hampshire, 03824



# GREAT WORKS REGIONAL LAND TRUST

February 22, 2023

Ms. Sarah Demers, LMF Director  
Land for Maine's Future  
22 State House Station, 19 Elkins Lane  
Augusta, Maine 04333-0022

**Board of Directors**

Leigh Peake, *President*  
Tin Smith, *Vice President*  
Pat Robinson, *Secretary*  
Cathy King, *Treasurer*

**Berwick**

Michael Wright

**Eliot**

(Open)

**North Berwick**

Tom Gilmore  
Chris Mende  
Susan Pike

**Ogunquit**

Doug Mayer

**South Berwick**

Sandy Agrafiotis  
John Branagan  
Cathy King  
Leigh Peake  
Pat Robinson

**Wells**

Tin Smith

**Staff**

**Stewardship Director**

Jill Crosbie  
[jcrosbie@gwrlt.org](mailto:jcrosbie@gwrlt.org)

**Property Stewardship**

Donovan Spaulding  
[Donovan.spaulding@gwrlt.org](mailto:Donovan.spaulding@gwrlt.org)

**Land Protection  
Coordinator**

Jane Brekke  
[projects@gwrlt.org](mailto:projects@gwrlt.org)

**Community Engagement  
Coordinator**

Daniel Maxton  
[daniel.maxton@gwrlt.org](mailto:daniel.maxton@gwrlt.org)

**Office Administrator**

Jane Adams  
[jane.adams@gwrlt.org](mailto:jane.adams@gwrlt.org)

Re: Salmon Falls Tidal Wetlands, LMF

Dear Ms. Demers,

On behalf of the Great Works Regional Land Trust, I am pleased to offer this letter of support confirming our commitment to a partnership with the Town of South Berwick for the Salmon Falls Tidal Wetland project and their application for funding to the Land for Maine's Future Program.

We are dedicated to the conservation of land and all its values in southern Maine, including the community of South Berwick, the Salmon Falls River watershed and the Piscataqua River estuary. For this project GWRLT has already **secured \$899,000** and is committed to raising an **additional \$697,000** in addition to the LMF grant request to assist the Town in this effort. Since 1986 the Trust has **completed 145** projects (including 5 with LMF funding) protecting over **7,401** acres and is supported by over **1,000 members, 100 active volunteers, and a staff of 5.**

The pandemic brought with it an increase in use of all public lands that continues. Vaughan Woods State Park, in particular, has seen a heavy increase of users. Through our **18 Public Preserves** we have demonstrated a capacity to create and manage trails and stand ready to be the fee owner or to support whomever is the eventual conservation landowner in any management needs required.

We appreciate your consideration for the Salmon Falls Tidal Wetland project and look forward to continuing our partnership with the Town of South Berwick.

Sincerely,

Jordan Kelly, Executive Director

Mailing Address: P.O. Box 151, South Berwick, ME 03908

207-646-3604

Office: Beach Plum Farm, 610 Main Street, Ogunquit, ME 03907

[info@gwrlt.org](mailto:info@gwrlt.org)

*Providing conservation options to landowners and communities in the Berwicks, Eliot, Ogunquit & Wells since 1986.*



## Old Berwick Historical Society

& The Counting House Museum

Museum: 2 Liberty St., South Berwick

Mail: P.O. Box 296, South Berwick, ME 03908

info@oldberwick.org, www.oldberwick.org

207-384-0000



Nicole St. Pierre  
7 Great Works Drive  
South Berwick, Me 03908

February 16, 2023

Department of Agriculture, Conservation, and Forestry  
Land for Maine's Future Board  
22 SHS, 19 Elkins Lane  
Augusta, Maine 04333-0022

Dear Board Members:

I am pleased to write this letter in support of the proposed Salmon Falls Tidal Waters grant being submitted by the town of South Berwick, Maine. As the president of the board of directors of Old Berwick Historical Society, I can assure you that we strongly support this grant application and the opportunities for preservations it presents for our community.

The Salmon Falls River plays an important and celebrated role in our town's unique history. The Wabnaki Indians traveled to its shores every summer for hundreds, if not thousands of years, setting up encampments and planting "the three sisters" corn, squash, and beans. In this place they called Quamphegan, they tended their crops, fished, hunted, and gathered the riches of the surrounding lands.

When the Europeans first ventured up this tidal river in ships named *The Warwick* and *The Pied Cow*, they found an incredible landscape of virgin forests, beasts and birds, and cultivated land that had been abandoned as the Wabnaki People lost great numbers to diseases for which they had no immunity. Still running parallel to the river, Old Fields Road reminds of us of the gift of fertile and empty fields that lay waiting for the early settlers' plows.

Used as the highway to other riverfront communities and the sea, The Salmon Falls River was integral to the economies and development of the communities on both of its shores from the early 1600's until the trains arrived in the 1800's. Ships and gundalows that were built upon its shores carried goods and travelers on its tidal waters for almost two hundred years.

As part of our mission, Old Berwick Historical Society endeavors to educate our community about the importance of the Salmon Falls River in our history. We have hosted lectures, created exhibits, and in partnership with Great Works Regional Land Trust, have led canoe trips and woodland hikes that discuss the river's importance historically and celebrate its beauty. A highlight of our relationship with this river includes visits of the gundalow *Thomas Leighton* at our museum, which sits at the head of tide.

In addition, for almost three decades, we have worked in partnership with local school district RSU 35 and Historic New England on an event called the Hike Through History. This project creates a bridge between students, teachers, and institutions that celebrate our local history. We recently celebrated its 25<sup>th</sup> anniversary at the Hamilton House and in Vaughan Woods with a special event called *A River Runs Through Us*. This day was devoted exclusively to the historic significance of the river to both the Wabnaki and the Europeans who settled here. We even sang "River in Your Town" written by local musician, Sammie Haynes!

This river and its shoreline are very important to us as an institution, and we applaud the efforts to protect acres of land that not only should be left unspoiled for all to enjoy. Not only does this land offer a beautiful natural vista, but it also holds archaeological secrets and treasures still waiting to teach us about our past.

This grant is especially important to us now as we work on an exciting project, "Landscapes of Indenture" with Dr. Emerson Baker, a renowned historian and archaeologist, who is searching for 17<sup>th</sup> century Scottish homesites along the banks of the Salmon Falls River that include this land. He is also collaborating with UNH, Salem State, Durham University (UK) and Saugus Iron Works National

Historic Site to create new understandings about the lives of the Scottish prisoners-of-war who arrived in 1650-1, many of whom worked locally as indentured servants.

For the reasons stated above, Old Berwick Historical Society enthusiastically supports this grant application.

Please feel free to contact me if you need more information.

Sincerely,



Nicole St. Pierre  
Old Berwick Historical Society, president  
Hike Through History Coordinator



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

Rachel Carson National Wildlife Refuge  
321 Port Road  
Wells, ME 04090

March 3, 2023

Town of South Berwick  
Tim Pellerin  
180 Maine Street  
South Berwick, ME 03908

Re: Funding application to the Land for Maine's Future Program

Mr. Pellerin,

Thanks for the opportunity for the Rachel Carson National Wildlife Refuge (RC NWR) to provide a support letter to the Town's application for funding to permanently conserve 79 acres of uplands, saltmarsh and intertidal area on Oldfields Road and the Salmon Falls River. A summary of habitat information for the property compiled by US Fish and Wildlife's Gulf of Maine Program found the following attributes within the project area:

- New England cottontail rabbit potential habitat (At Risk and State listed Endangered) with known habitat within 1/2 mile.
- Northern Black Racer potential habitat (State Threatened) environment review area within 1/2 mile.
- Fish: Sea run rainbow smelt, alewives, American shad, blue backed herring, American eel, sea lamprey, Atlantic Sturgeon are all documented as using the Salmon Falls River and tributaries as "current habitat" with short-nosed sturgeon and striped bass potential as "assumed habitat".
- Mixed Graminoid – Forb Saltmarsh Natural Community with rare plants including Horned Pondweed and Small saltmarsh aster with a nearby documented population of *Lilaeopsis chinesis* (State Special Concern)
- Cores: this project includes areas mapped for their Terrestrial, Aquatic, and Imperiled Species Core properties. These three Cores overlap and are connected fostering movement of plants and animals.

This portion of southern Maine also falls within the focus area for the Great Thicket Wildlife Refuge (GT NWR), a landscape scale National Wildlife Refuge established in 2016 that spans Maine, four other states in New England, and New York state. The Rachel Carson NWR manages the GT NWR lands in Maine, and we have completed one acquisition project and are currently working with several interested landowners on conservation options for their properties including a 16 acre parcel on the Salmon Falls River. The Towns project compliments our work

for the GT NWR and has the potential to magnify the benefits by creating a permanent mosaic of protected habitats within close proximity.

Sincerely,

Karl Stromayer, Refuge Manager, Rachel Carson National Wildlife Refuge

Karl\_Stromayer@fws.gov Cell: 207-206-6735



# MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 35

Serving the communities of ELIOT & SOUTH BERWICK

**John Caverly, M.Ed.**  
*Superintendent of Schools*

**Ryan Cormier**  
*Financial Manager*

**Heidi Early-Hersey**  
*Director of Teaching & Learning*

**Scott J. Reuning**  
*Director of Special Services*

February 19, 2023

To: Land of Maine's Future Board

It is my honor to write a letter of support for the Land of Maine's Future application to fund a purchase of land along the Salmon Falls Estuary in the **Salmon Falls Tidal Waters Project**. This application is being submitted by the Town of South Berwick with the Great Works Regional Land Trust as the facilitating partner.

As the Superintendent of Schools and a resident of South Berwick, I am excited for the future. Too often, many schools choose to focus narrowly on standardized testing performance. While academic growth remains an important component of any educational system, in MSAD 35 we continue to investigate how to make learning "real" for students. We believe that every student must become an informed citizen and learn how they can make a difference in this world. Global citizenship means ensuring they are stewards for future generations.

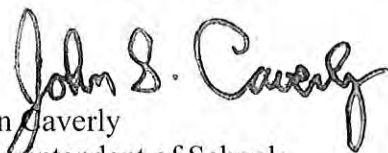
This project involves the purchase of approximately 70 acres of upland and approximately 17 acres of tidal marsh on the Salmon Falls River just south (downstream) from Vaughan Woods State Park. The Town of South Berwick, the Great Works Regional Land Trust and Maine School Administrative District have had a long standing partnership in supporting the education of the students in our community.

MSAD 35 is excited to see this partnership continue to grow with the potential purchase of this land. Over the years our schools have worked collaboratively to provide hands-on learning experiences for our students. Long time projects have included investigation of vernal pools, our Annual Hike Through History and countless preservation and conservation opportunities. Our District values these keystone events in the education of our students. Our partnership with the Town of South Berwick and Great Work Regional Land Trust is a critical component of that work.

Please feel free to contact me with any questions. This is a wonderful opportunity for not only our students, but our entire community. I am thankful that I was afforded the opportunity to offer the District's heartfelt support for this project.

Please feel free to reach out to me at 207-439-2438 if you have any questions.

Thank you for this opportunity.

  
John Caverly  
Superintendent of Schools  
MSAD 35



*Serving the Municipalities of Southern Maine for Over 50 years*

---

February 1, 2023

Ms. Jane Brekke  
Great Works Regional Land Trust

Dear Jane,

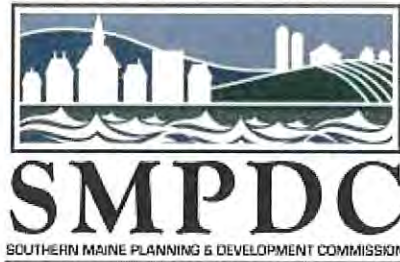
I am providing this letter in strong support on behalf of the Southern Maine Planning and Development Commission (SMPDC) with regards to the Land for Maines Future Application by the town of South Berwick for land acquisition along the Salmon Falls River.

This project has clear local and regional benefits which has engaged our support. The ecological and wildlife benefits of this application are certainly clear. It is an area of high value from this perspective which has been highlighted in the application. The corridor has been a focus of land conservation for over 25 years (as an aside, I wrote the Salmon Falls Greenbelt Plan in 1992 as the South Berwick Town Planner) which has served as the groundwork many of these efforts. Always gratifying to see such work live on and be implemented!). It is almost inconceivable that such a river corridor could remain almost intact in one of the most rapidly growing areas in Maine. People recreating on the river continually remark how the river might found in northern or DownEast Maine. The rich history of the river prior to colonization and the years following also provide invaluable educational and historical benefits. For all these reason the support of LMF should be considered.

In addition to those however, and from an SMPDC viewpoint, are the outdoor recreation and economic benefits of an acquisition. SMPDC has made outdoor recreation a key component on our regional strategy for economic growth in this region. We see conservation/recreation and economic development as mutually supportive efforts. A recent study funded by SMPDC by Camoin Associates , estimated that outdoor recreation within the SMPDC attracted 5.5 million visitors a year and 188.6 million dollars in sales to the SMPDC region. Our view is that it creates an affirmative brand for the region, attracting not only visitors, but new residents and a younger demographic which Maine is poised to promote.

The canoe trail connecting the historical Counting House Park to the state funded boat ramp down river, the trails thorough Vaughan Woods State Park and additional trails underway along the corridor are recreational attractions in their own rights. The on-road portion of the Eastern Trail Bike route runs by the property. This acquisition would be a crucial and unifying piece tying together all these amenities and years of hard work.





*Serving the Municipalities of Southern Maine for Over 50 years*

---

It is clear there is strong support for the project. A recent 2022 survey for the Towns Comprehensive Plan Update found nearly 70% of residents saying preserving open space was important and even greater numbers saying spending tax dollars on open space and recreation to be of critical importance. Further, the town vote to authorize purchase was overwhelmingly approved in November.

All of these reasons has led SMPDC to voice their support for the project. We hope and believe LMF should do the same.

Please feel free to call if you have any questions

Best,

Paul Schumacher

Executive Director, SMPDC

Cc; Jennifer Janelle, Town of South Berwick



# Wells National Estuarine Research Reserve

Research • Education • Stewardship

March 2, 2023

Tim Pellerin, Manager  
Town of South Berwick  
180 Maine Street  
South Berwick, ME 03908

Re: Salmon Falls Tidal Waters application to the Land for Maine's Future Program

Dear Mr. Pellerin,

It is with great enthusiasm that I write this letter in support of the Salmon Falls Tidal Waters project. This represents one of the very few opportunities that a municipality and land trust have to protect land with significant frontage and uplands on a southern Maine tidal river.

The Wells Reserve has long supported habitat conservation and restoration efforts in the coastal zone communities of southern Maine. For example, we were one of the founders 21 years ago of Mt Agamenticus to the Sea Conservation Coalition and continue to be an active partner today to protect land and waters at a landscape scale; our organization was the coordinator/facilitator of the development of the Action Plan for the Salmon Falls Watershed Collaborative; and for over 12 years we worked closely with local citizens to designate the York River Watershed into the National Parks Service's Wild and Scenic Partnership Rivers Program.

With its inclusion of three adjoining parcels and close proximity to other protected lands on both sides of the river, Salmon Falls Tidal Waters project advances perfectly the goal shared by conservation organizations to protect land and waters at a landscape level. This property protects biodiversity (aquatic and terrestrial), allows for sea level rise and marsh migration as the climate and shorelines change, and provides for public access and enjoyment.

As we live and work in one of the fastest growing regions of Maine, opportunities for us to protect land on tidal rivers are rare. This trend will only continue into the future. This threat, combined with the property's spectacular physical and ecological features, make the successful completion of this project a must.

Sincerely,

Paul M. Dest  
Executive Director





151 Essex Street  
Haverhill, MA 01832  
tel 617-227-3956  
HistoricNewEngland.org

January 19, 2023

Land for Maine's Future Board  
Department of Agriculture, Conservation and Forestry  
Land for Maine's Future  
22 SHS, 19 Elkins Lane  
Augusta, Maine 04333-0022

*Re: Support for the Salmon Falls Tidal Waters Project*

Dear LMF Board Members:

Please accept this letter of support on behalf of Historic New England for the Town of South Berwick and their grant application to the next round of funding from the Land for Maine's Future program. The requested resources are critical in allowing the Town, in cooperation with the Great Works Regional Land Trust, to secure and protect important cultural, historic, and wildlife values of the Salmon Falls River.

Historic New England is the oldest and largest regional preservation organization in the country, dedicated to preserving and interpreting New England heritage. We have a long relationship with the Town of South Berwick through our ownership of the Sarah Orne Jewett House at the heart of the town's commercial core and the Hamilton House and forty-three acres of rural scenic landscape overlooking the Salmon Falls River. These irreplaceable historic resources and their surrounding contexts reflect a shared commitment to preserve the important heritage and cultural landscapes of South Berwick.

Historic New England has been working in partnership with the South Berwick community to conserve the Salmon Falls River since Hamilton House was first gifted to the organization in 1949. That same year, the adjacent 160 acres was given to the State to create Vaughn Woods. Together, these properties conserve historic buildings and gardens, archaeological resources, highly visible farmland, recreational water access, and undeveloped forest that have inspired ongoing conservation efforts by private property owners along both sides of the river.

Today, a significant portion of the Salmon Falls River corridor has been conserved between the Elliot Bridge and Route 4. The seventy acres to be purchased by the Town of South Berwick through this project will protect a highly visible, but currently at-risk section of the corridor, not only preventing insensitive development, but also extending the forest and riverfront that is accessible to the general public.

With an overwhelming majority of voters in support of the project and strategic financial commitments already secured, the Town and Great Works Regional Land Trust have clearly demonstrated their commitment and capacity to oversee and administer significant capital

investment in the purchase of this property. We fully support the acquisition as a once-in-a-generation project that knits together the important cultural and environmental history and future of South Berwick and the greater region, which is inextricably tied to Maine's scenic waterways.

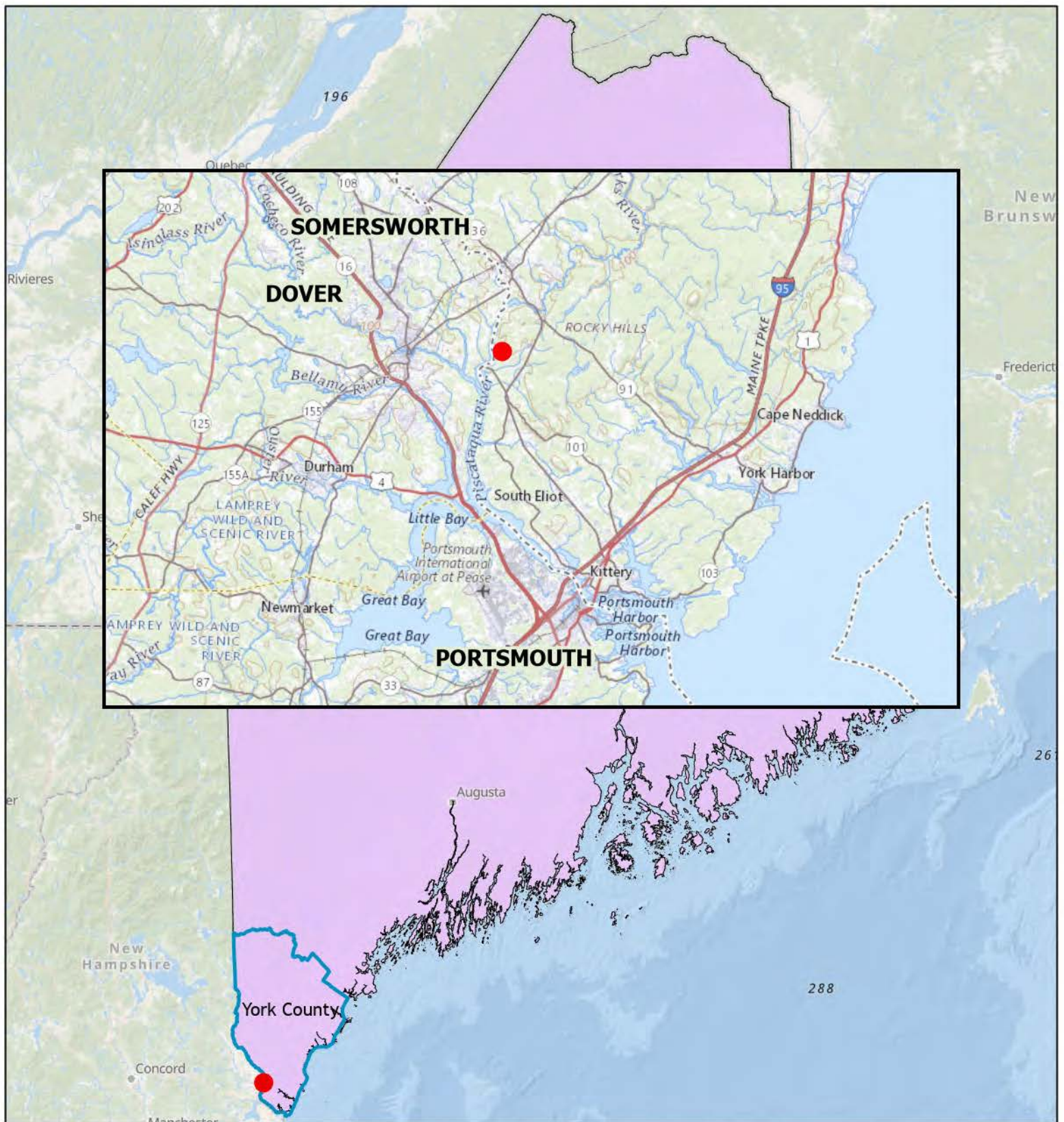
As such, we strongly encourage the Board to support the Town of South Berwick's Land for Maine's Future grant application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vin', with a long, sweeping horizontal stroke extending to the right.

Vin Cipolla  
President and CEO





### Legend

- Project Area      □ York County

City	Distance
Dover	6 Miles
Somersworth	7 Miles
Portsmouth	10 Miles

## Atlas Map

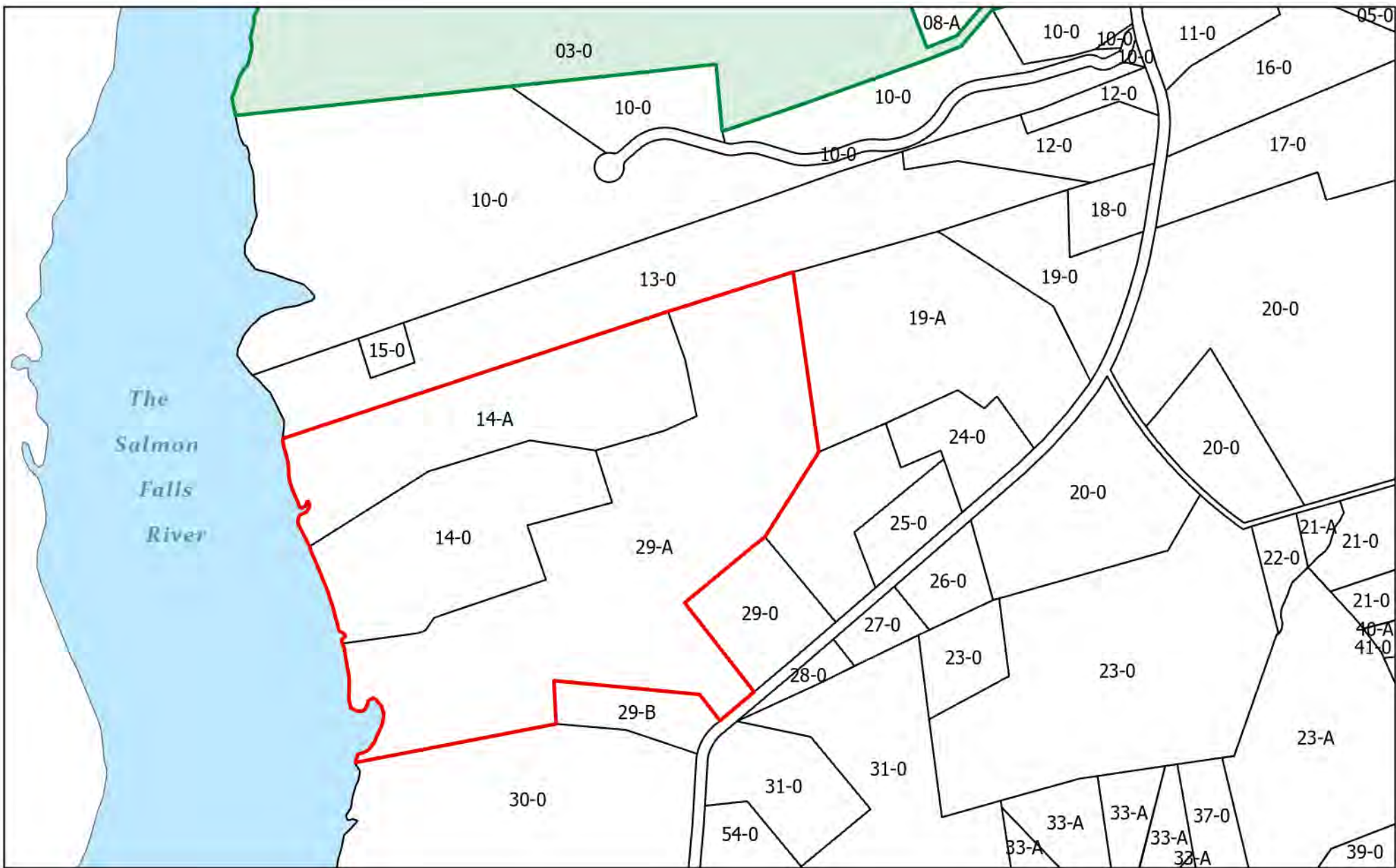
Salmon Falls Tidal Waters Project  
South Berwick, Maine





**GREAT WORKS**  
REGIONAL LAND TRUST



0                      25                      50 Miles





### Legend

-  Vaughan Woods State Park
-  Project Area Boundary

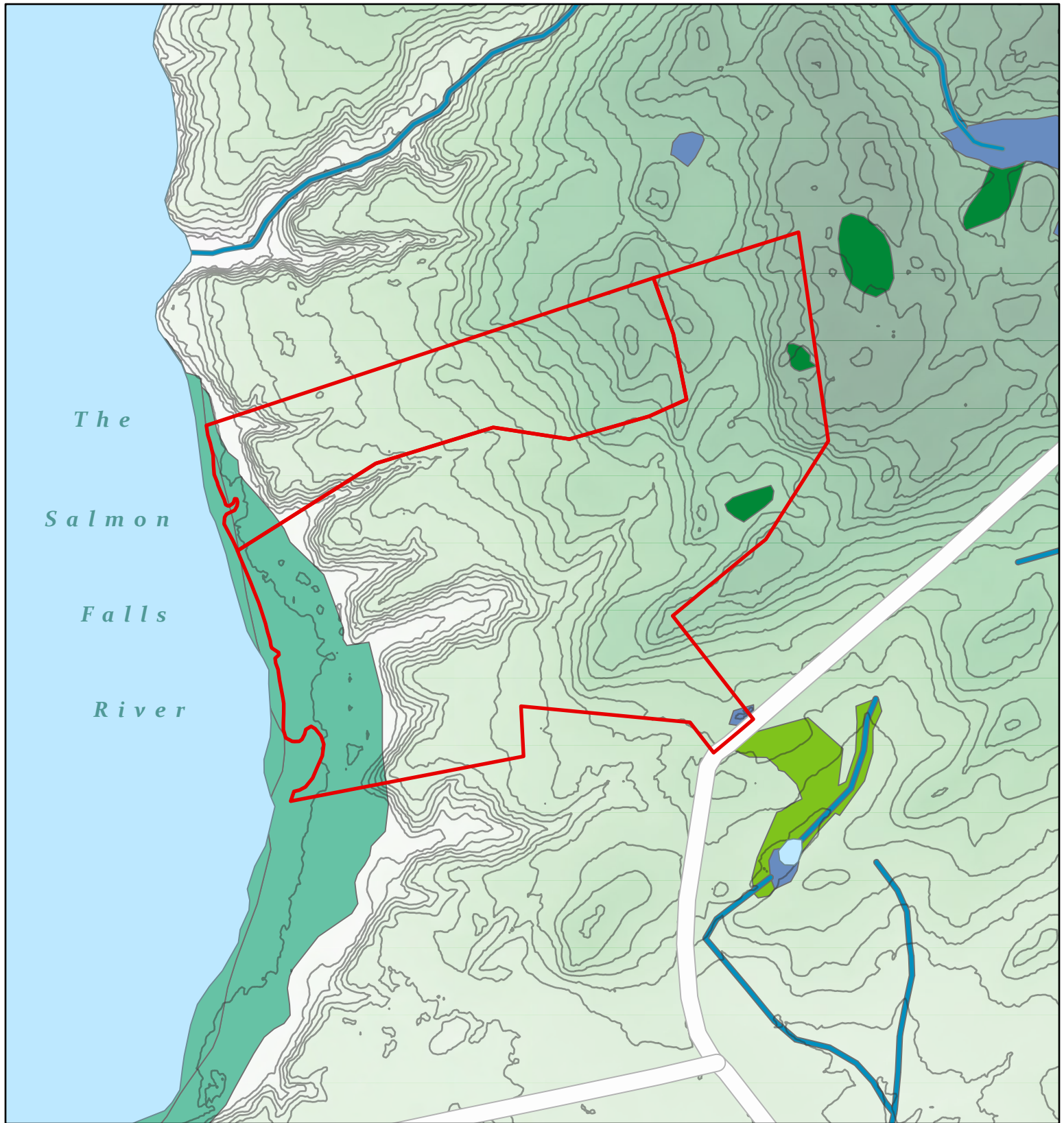
-  Tax Map Parcels
-  Salmon Falls River



**GREAT WORKS**  
REGIONAL LAND TRUST

**Town of South Berwick**  
**Tax Map**  
Map 6





## Legend

- Wetland Type**
- Estuarine and Marine Wetland
  - Freshwater Emergent Wetland
  - Freshwater Forested/Shrub Wetland
  - Freshwater Pond
- Other Features**
- Riverine
  - Project Area Boundary
  - 2' Contours



**GREAT WORKS**  
REGIONAL LAND TRUST

Scale: 1:6,000

Data Sourced From: USGS, GWRLT, and ESRI



0 250 500 Feet

## Topographical Map

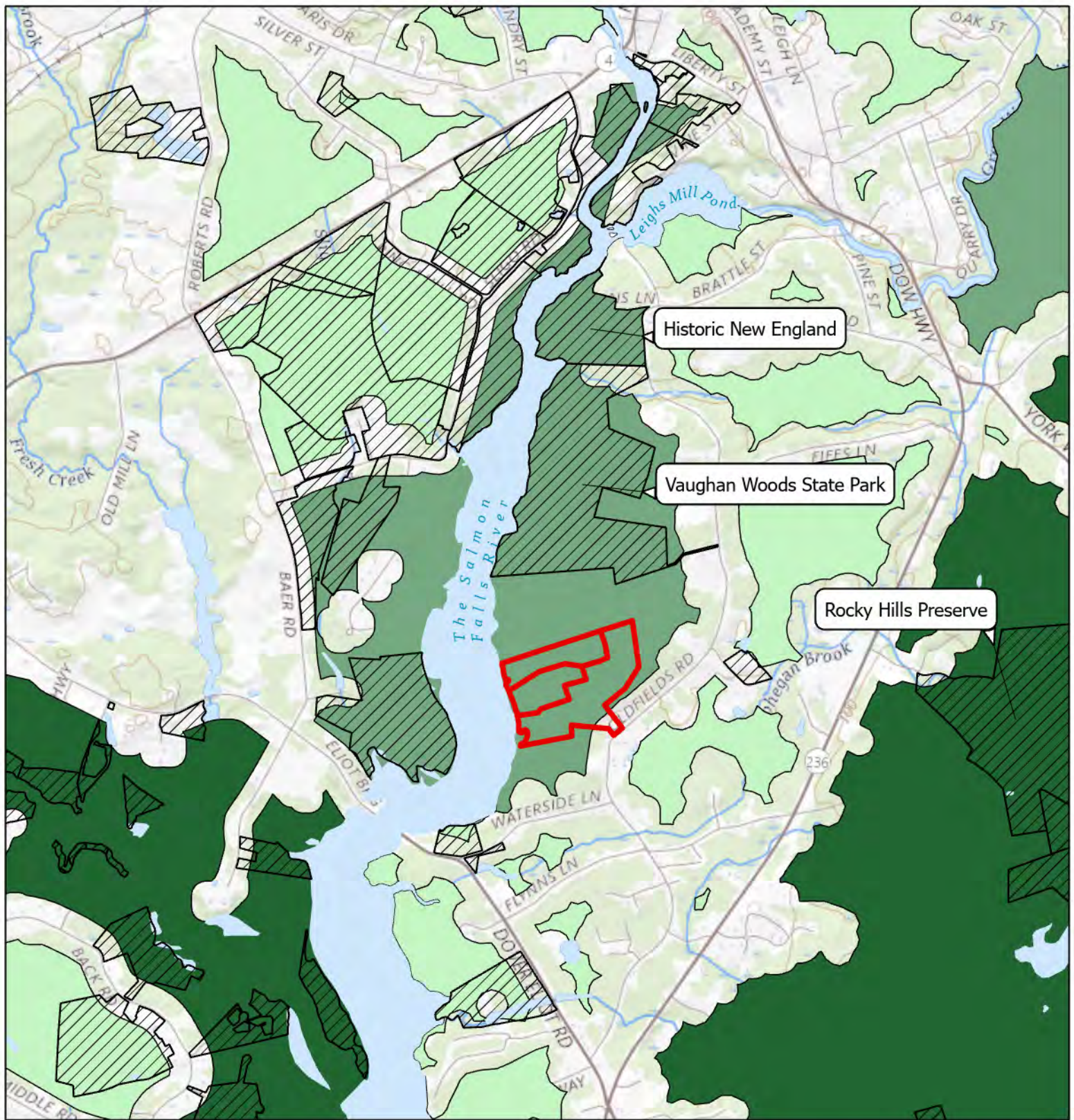
Salmon Falls Tidal Waters  
Project Area

South Berwick, Maine

Created By: D. Spaulding, GWRLT  
January 2023

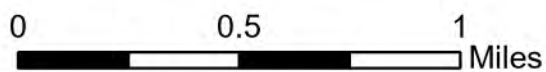
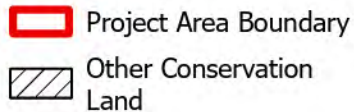
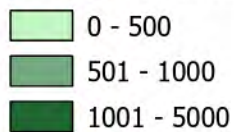
All Boundaries Approximate





## Legend

### Unfragmented Acres



## Unfragmented Habitat Blocks

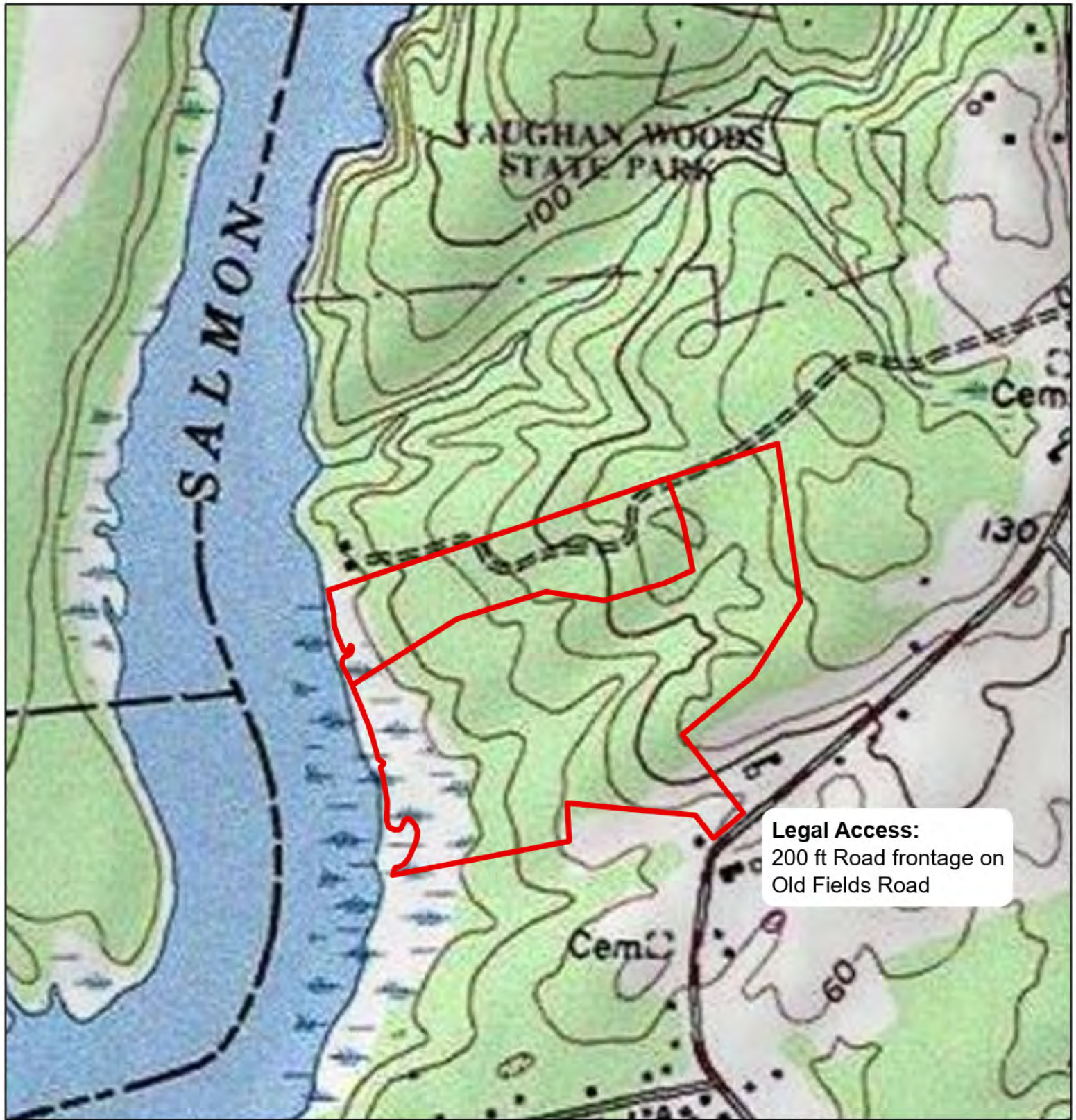
Salmon Falls Tidal Waters Project  
South Berwick, Maine




**GREAT WORKS**  
REGIONAL LAND TRUST

November, 2022 | Prepared by D. Spaulding | Data credits: USGS, MOGIS & ESRI





## Legend

 Project Area Boundary

0 1,000 2,000 Feet

## USGS Topographic Map

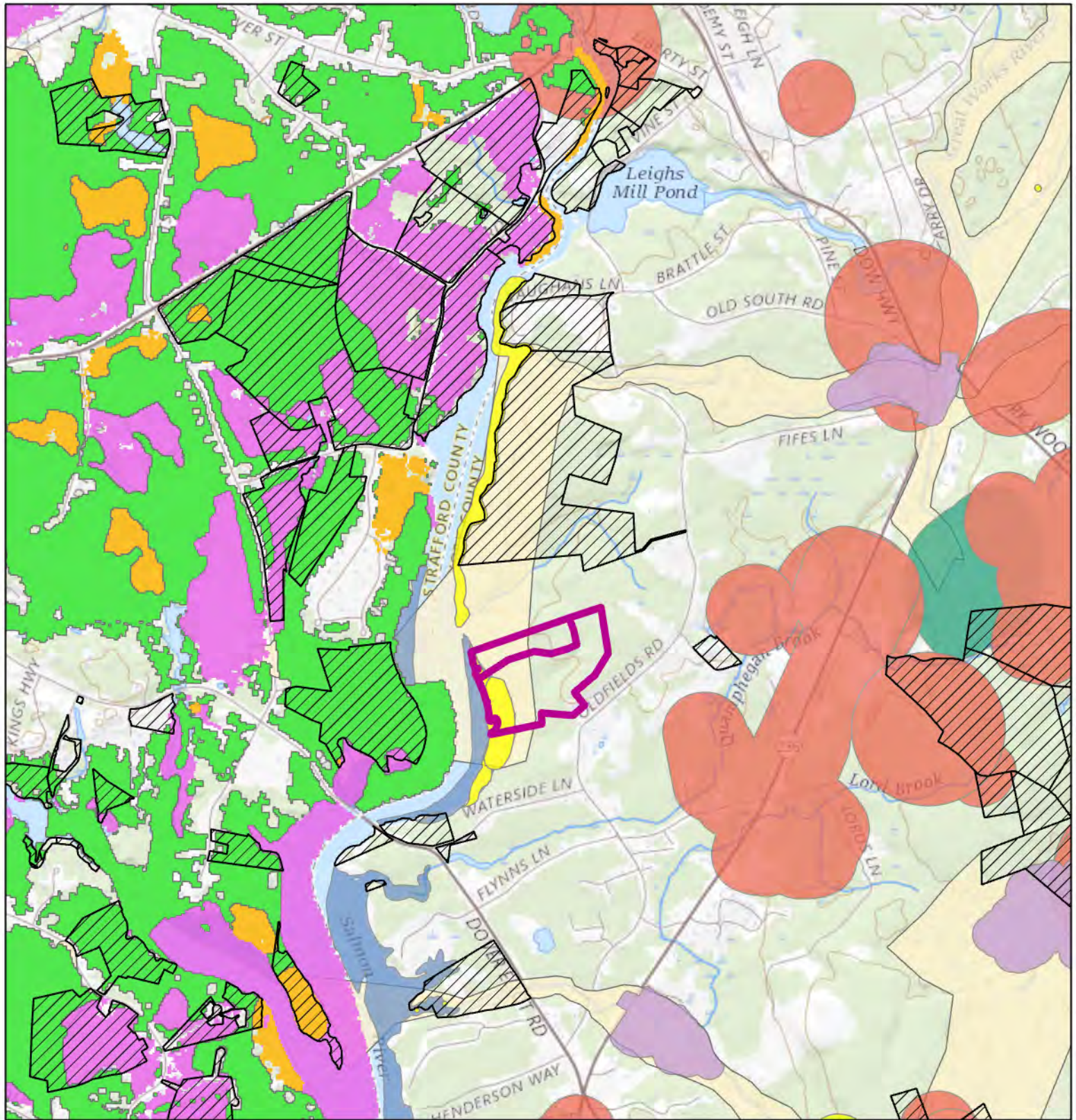
Salmon Falls Tidal Waters NAWCA Project  
South Berwick, Maine



**GREAT WORKS**  
REGIONAL LAND TRUST

November, 2022 | Prepared by D. Spaulding | Data credits: USGS, MOGIS & ESRI





## Legend

### NH Highest Ranked Wildlife Habitat

- 1
- 2
- 3
- Project Area Boundary
- Conservation Land
- Wildlife Corridors

### Maine Rare Plants and Animals

- Rare plant communities
- Tidal Wading Bird
- Inland Wading Bird
- Rare Animal Points
- Deer Wintering Area

## Ranked Wildlife Habitat & Rare Plants and Animals

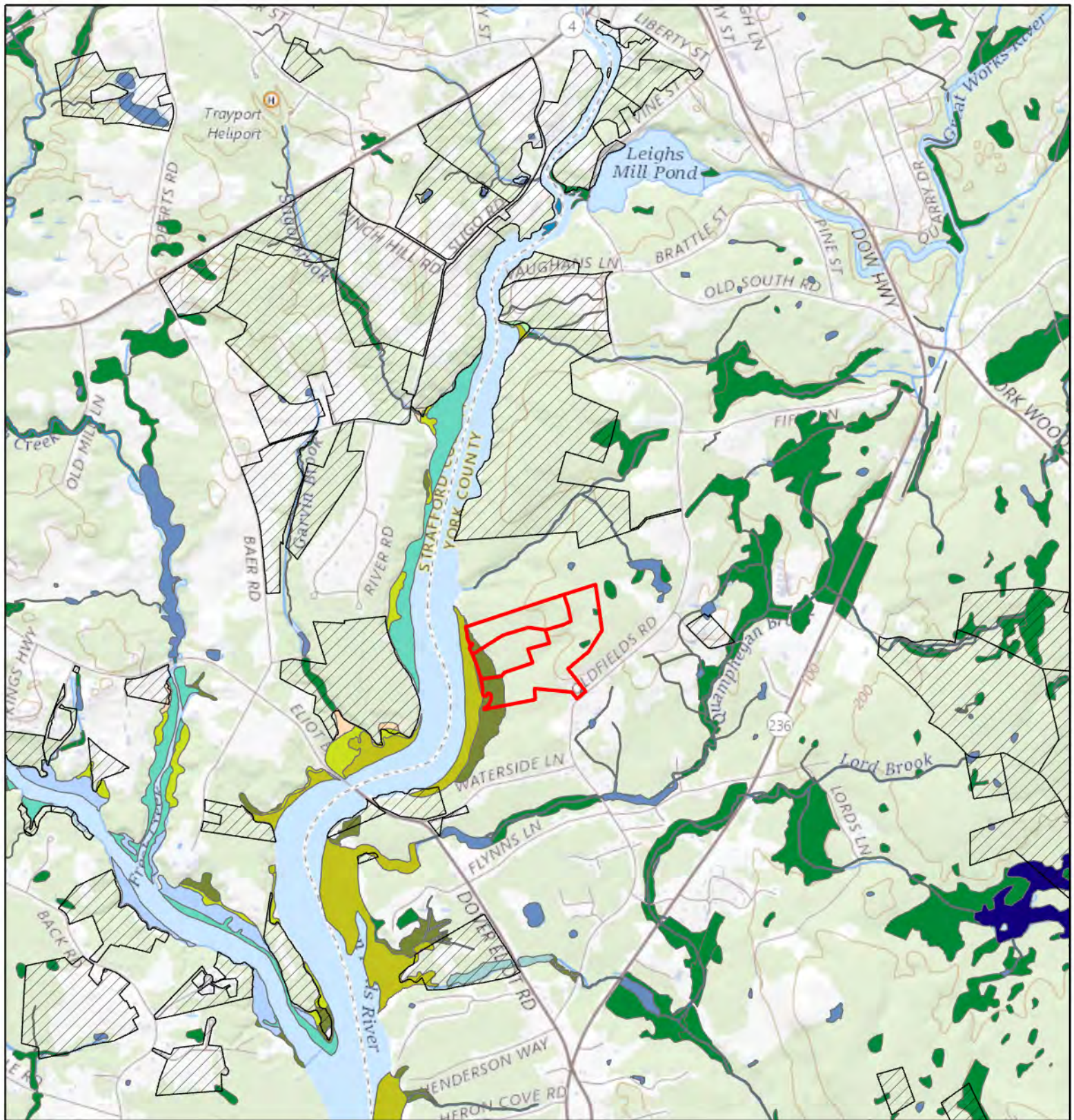
Salmon Falls Tidal Waters Project  
South Berwick, Maine



**GREAT WORKS**  
REGIONAL LAND TRUST

November, 2022 | Prepared by D. Spaulding | Data credits: USGS, CTC, MOGIS & ESRI





## NWI Codes

E1UBLh6	E2US3/EM1N	PSS1
E2EM1N	E2US3M	PUB
E2EM1P	E2US3N	R
E2EM5P	L	Conservation Land
E2SS1P	PEM1	Project Area
E2US2P6	PFO1	

0 0.5 1 Miles

## NWI Map

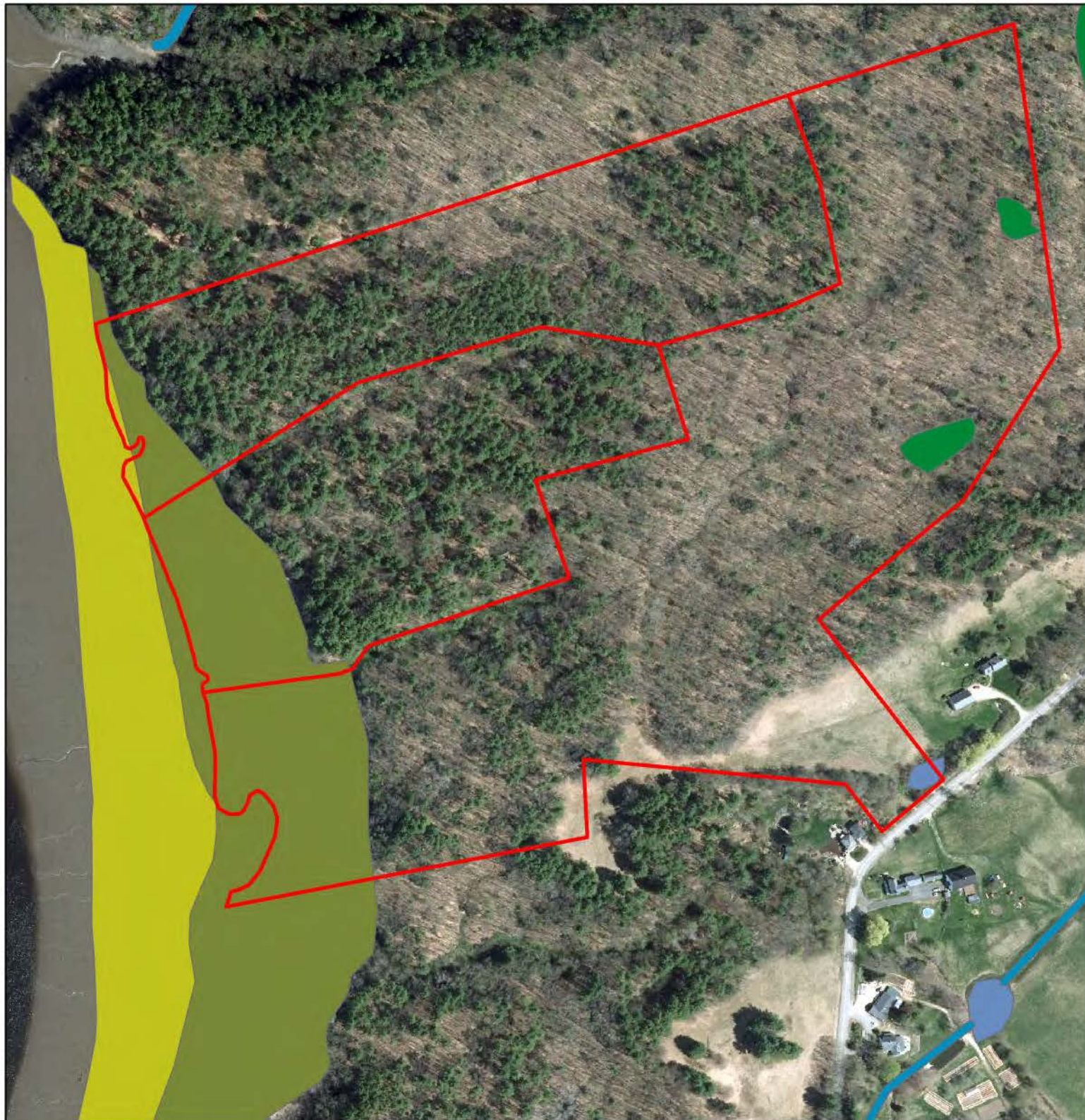
Salmon Falls Tidal Waters NAWCA Project  
South Berwick, Maine








**GREAT WORKS**  
REGIONAL LAND TRUST

November, 2022 | Prepared by D. Spaulding | Data credits: USGS, MOGIS & ESRI





#### NWI Codes

 E2EM1P6	 PFO1E	 Project Area
 E2US3N6	 PUBHx	

NWI Code	Wetland Type	Acres
E2EM1P6	Estuarine and Marine Wetland	9.134492
E2US3N6	Estuarine and Marine Wetland	7.25101
PFO1E	Freshwater Forested/Shrub Wetland	0.487731
PUBHx	Freshwater Pond	0.088416

## NWI Map

Salmon Falls Tidal Waters Project  
South Berwick, Maine



**GREAT WORKS**  
REGIONAL LAND TRUST

0 250 500 Feet

March 2023 | Prepared by D. Spaulding | Data credits: USFWS NWI, USGS, and MOGIS



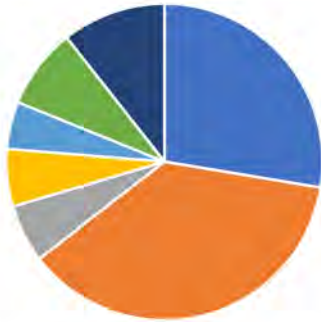


# Economic Impact

Eastern Trail in Southern Maine

**242,955 Annual Trail Users**

Visitors come to the Eastern Trail from all over the US and spend on average \$118 per day



## Section of Trail Use

## Pedestrian v. Bicycle



Each icon represents nearly 15,000 users

**\$44.6 Million**

Total Annual Economic Activity Supported by Trail Use

## \$1 Million Tax Revenue

Maine receives over \$1 million in tax revenues annually as a result of trail users.



**364 Jobs Supported**



**12.5 million in Earnings**

**\$32.1 million in Sales**



Overnight Lodging

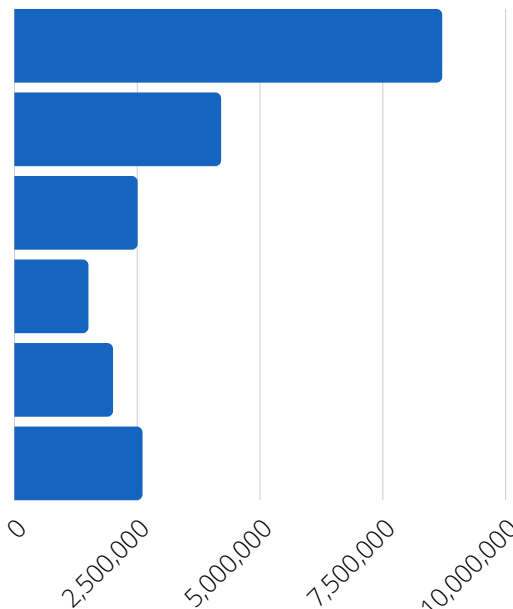
Food & Drink

Transportation

Equipment

Recreation

Retail



Annually, over

**\$21.4 million in new sales**

occur in Maine as a result of trail visitors spending on travel expenses such as food, lodging and equipment

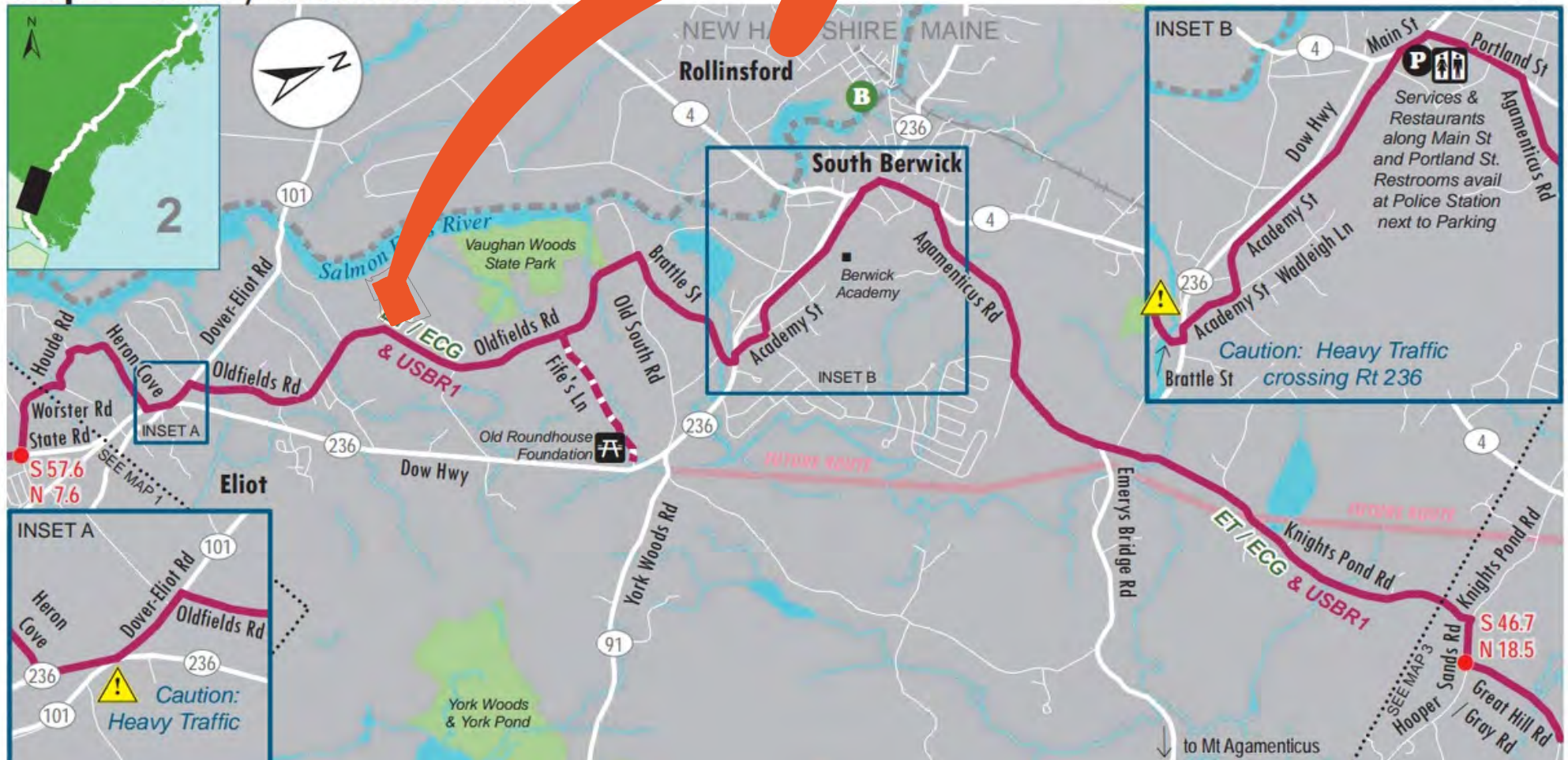




# Eastern Trail through South Berwick/Eliot, ME

Salmon Falls  
Tidal Waters Project

Map 2 ELIOT / SOUTH BERWICK



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GREAT WORKS REGIONAL LAND TRUST  
AND  
THE TOWN OF SOUTH BERWICK  
REGARDING  
THE SALMON FALLS**

The following is an MOU between the Town of South Berwick, 180 Main St, South Berwick, Maine and the Great Works Regional Land Trust (GWRLT) a 501C.3 nonprofit, P.O.Box 151, South Berwick, Maine for the purposes of conserving three parcels along the Salmon Falls Estuary in South Berwick on Old Fields Rd.

**WHEREAS:** The Town of South Berwick has recognized the importance of the natural, cultural and historical resources of the Salmon Falls River Estuary and the importance of conserving those same resources in its Comprehensive Plan dated 1991 and updated in 2007, and

**WHEREAS:** The Town of South Berwick has created tidal River access to that same portion of river estuary at both Counting House Park and Bray Memorial Park and created a "Guided Canoe Trip River Brochure" to increase public awareness of those resources, and

**WHEREAS:** The Town of South Berwick has recognized those resources and created a Resource Protection Zone District for that same portion of the estuary and when reviewing subdivision plans and has designated as open space that river and upland frontage for a cluster subdivision on Liberty St., and

**WHEREAS:** The Town Warrant of November 8, 2022 asked the citizens of South Berwick if they would vote \$250,000 in support of this purchase (1) and be willing to hold title to this same property (2) and South Berwick residents voted overwhelmingly to support both articles. [(1) 2891 in favor to 707 opposed and (2) 2887 in favor and 609 opposed], and

**WHEREAS:** the Great Works Regional Land Trust has experience and success with applying to the Land for Maine's Future Program for funding Conservation projects, and

**WHEREAS:** the Great Works Regional Land Trust has staff which can support the terms of this application, its future reporting needs and future stewardship of this property for its natural resource, cultural, public recreation and historical values, and

**WHEREAS:** a public- private relationship between these two entities increases the likelihood of success for this conservation effort.

**Now Therefore,** the Town of South Berwick is willing to be the applicant to the Land for Maine's Future Program with the following terms to be honored:

1. The application for funding shall conform to the process outlined in the South Berwick Code Section 19.2 Grants Procurement.

2. The writing of grant and the due diligence of procuring the grant shall be done by Great Works Regional Land Trust.
3. The implementation of the conditions of the grant for purposes of public recreation and access shall be accomplished by the Staff of the Great Works Regional Land Trust.
4. The subsequent reporting out of the grant to the LMF will be done by the Staff of the Great Works Regional Land Trust.

As agreed to this \_\_\_\_\_ 1 day of January 2023

**TOWN OF SOUTH BERWICK, MAINE**



Timothy Pellerin, Town Manager of South Berwick, ME

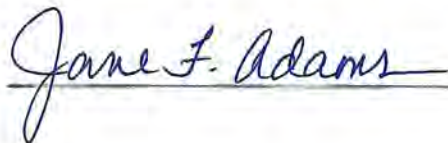


Witness

**GREAT WORKS REGIOAL LAND TRUST**



Leigh Peaks, President of the Board, GWRLT



Witness



## PURCHASE AND SALE CONTRACT

**THIS AGREEMENT** (the "Agreement") is made as of the 28<sup>th</sup> day of July 2022 (the "Effective Date"), by and between **Sarah S. Cullen** with an address of 76 Mendum Ave, Portsmouth, NH 03801 (the "Seller"), and **THE GREAT WORKS REGIONAL LAND TRUST** (GWRLT), a non-profit corporation organized under the laws of the State of Maine, with a mailing address of P.O. Box 151, South Berwick, Maine 03908, its successors and assigns (the "GWRLT").

1. **PURCHASE AND SALE.** Seller agrees to sell, and GWRLT agrees to buy, upon the terms hereinafter set forth, the following described Property, with any buildings and improvements thereon and fixtures used in connection therewith, if any, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the Towns of South Berwick, County of York, State of Maine, containing approximately fifty (50) acres more or less known as Map 6 Lots 14 and a portion of Map 6 Lot 29-A, on the South Berwick tax parcel map, all as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").
2. **PURCHASE PRICE.** The total purchase price for the described Property will be based on an appraisal as agreed in Section 19. A deposit of One Thousand Dollars (\$1,000.00) has been paid as a deposit on the signing of this Agreement, to be held by Clark & Howell, LLC as escrow agent; and the balance of the purchase price less \$500,000.00 donation by the Seller is to be paid by certified, cashier's, treasurer's or bank check or by wire transfer at the time of delivery of the deed, to be held in escrow until the deed is recorded. GWRLT and Seller acknowledge that the Purchase Price represents a bargain sale.
3. **CHARITABLE CONTRIBUTION.** Seller has had (or will have had) the subject Property appraised by a qualified appraiser whose appraisal of the Property indicates a fair market value of the Property based on said appraisal in excess of the purchase price which the GWRLT is paying for the Property. The Great Works Regional Land Trust is a tax exempt organization as described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986, contributions to which are deductible under Section 170(a). The Seller intends to make a charitable contribution to the Great Works Regional Land Trust of the difference between the fair market value of the subject Property as established by Seller's appraisal and the sales price to be paid by the GWRLT, pursuant to Section 1011(b) of the Code.
4. **CLOSING DATE.** Closing will occur no later than December 29, 2023 (the "Closing" or the "Closing Date"). The Closing Date may be extended by the mutual written agreement of both parties. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, the Deed to the Property to be

conveyed. Buyer shall have the Deed prepared, at its expense. Seller will execute the customary Seller's affidavit for title insurance, at the Closing. The parties shall deliver to each other at or prior to the Closing such other documents as provided for herein.

5. TITLE. Seller shall convey the Property to Buyer at the Closing by good and sufficient quitclaim deed with covenant (the "Deed"). Title to the Property shall be good and marketable, subject only to zoning restrictions, customary utility easements, and such taxes for the current tax year as are not due and payable as of the Closing Date. In the event that Seller is unable to convey title as aforesaid, upon written notice from Buyer, Seller shall use diligent efforts to remedy all title defects. In the event that said defects are not remedied within ninety (90) days from the date of such notice, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. GWRLT shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Property and to pay the agreed purchase price.
6. SURVEY. The parties agree that a survey has been prepared.
7. POSSESSION AND CONDITION OF PROPERTY. Full possession of the Property, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Property to be then in the same condition as they now are.
8. TAXES. All taxes, assessments, and encumbrances other than real estate taxes for the then current fiscal year shall be satisfied of record by the Seller at or before the transfer of title. Real estate taxes for the then current fiscal year shall be apportioned as of the closing date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the GWRLT at the time of delivery of the deed. The Maine real estate transfer tax shall be paid in accord with Maine law, and the practice of the York County Registry of Deeds. Buyer will pay the recording fee for the Deed.
9. RIGHT OF ENTRY AND INSPECTION. The GWRLT may enter upon the Property at reasonable times for surveying, and other reasonable purposes related to this transaction. The GWRLT shall have the right to conduct an environmental inspection and assessment of the Property and to update that inspection and assessment prior to closing. Based upon said inspection or update, the GWRLT may, at its discretion, terminate this Agreement at any time prior to closing, in which event all monies deposited by the GWRLT shall be immediately refunded. GWRLT agrees to indemnify and hold harmless the Seller, her heirs and assigns, from and against any liability, claims, damages, or suits arising out of the acts or omissions of GWRLT, its employees, agents, and assigns, in the exercise of this right of entry and inspection.

10. **PRESERVATION OF PROPERTY.** The Seller agrees that the Property herein described shall remain as it now is until closing and that the Seller will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the GWRLT's intended use of the Property as a nature preserve or similar use. In the event of such actions, the GWRLT may, without liability, refuse to accept the conveyance of title, in which event all monies deposited under this Agreement shall be refunded, or the GWRLT alternatively may elect to accept conveyance of title to such Property or a portion thereof, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.
11. **ENCROACHMENTS/ACCESS.** Without limitation, the Property shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - a. All structures and improvements, including any driveways and accessory structures, if any, shall be wholly within the lot lines of the Property and shall not encroach upon or under any Property not within such lot lines;
  - b. No building, structure, improvement or Property of any kind encroaches upon or under the Property from other Property; and
  - c. The Property abuts a public way, duly laid out or accepted as such by the town or city in which the Property are located.
12. **DEFAULT.** If the GWRLT shall fail to fulfill its agreements herein, all deposits made hereunder by the GWRLT shall be retained by the Seller as liquidated damages, which shall be the Seller's sole recourse at law or in equity. The parties acknowledge that the amount of loss or damages likely to be incurred by Seller is incapable or is difficult to precisely estimate and the amount specified as liquidated damages bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any default by the Buyer hereunder.
13. **BROKER'S COMMISSION.** The parties hereto represent and warrant to each other that no real estate brokers or agents were responsible in bringing about this transaction and that no real estate commission is due.
14. **ASSIGNMENT.** This Agreement shall be assignable by Buyer, after notice to Seller, to any bona fide tax-exempt non-profit conservation organization operating and existing under the laws of the State of Maine to whom charitable gifts are deductible under the Internal Revenue Code. All acts performed by GWRLT may be performed by any qualified assignee. Any assignment shall be in writing and acknowledged by all parties.

15. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller warrants and represents to the GWRLT the matters contained in the following subparagraphs and agrees to indemnify, defend and hold harmless the GWRLT from any loss or liability resulting from any breach of any of said warranties or representations. Said representations, warranties and indemnities shall survive closing.
- a. Notices. The Seller has not received any notices issued by any municipal or other public authority with regard to any work or improvements done or ordered by such authority to be done either before or after the date of this Agreement. The Seller has no reason to believe that any such notice will be issued after the date of this Agreement. The Seller shall be responsible for any public improvements, assessments, notices or orders received prior to closing.
  - b. Title to the Property and Authority to Execute Documents. Other than as specifically set forth herein, the Seller is the sole legal owner of the Property in fee simple and the Property are not subject to any lease or to any other estate or to any outstanding option, interest or agreement of sale, and Seller has the full power and authority to execute and deliver all necessary documents and to otherwise perform all of Seller's obligations under this Agreement.
  - c. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and the Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
  - d. No Tenants. No portion of the Property shall be occupied by any person or entity under any oral or written lease, agreement or in any other manner at closing including, but not limited to, farm leases, hunting or trapping leases.
  - e. No Hazardous Substance. To the best of the Seller's knowledge: no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Property; there is no hazardous substance or toxic waste in or on the Property that may affect the Property or any use thereof or that may support a claim or cause of action under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement; nor has any action been instituted for enforcement of same.
  - f. Underground Storage Tanks. To the best of the Seller's knowledge, there have not been and there are not now any underground storage tanks, septic tanks or wells located on or under the Property or if there have been or are any such tanks or wells located on the Property, their location has been identified to the GWRLT in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and



regulations, and they have not resulted in the release of any hazardous or toxic substance, material, or waste into the environment.

16. GWRLT'S REPRESENTATIONS AND WARRANTIES. GWRLT warrants and represents to Seller the matters contained in the following subparagraphs.

- a. GWRLT is a nonprofit corporation duly organized and validly existing under the laws of the State of Maine;
- b. GWRLT has the right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- c. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not violate any provisions of the Articles of Incorporation, Bylaws, or similar instrument of GWRLT nor conflict with or result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan agreement, or instrument to which GWRLT is a party or by which it is bound, or any applicable governmental regulation or any judgment, order, or decree of any court having jurisdiction over GWRLT.

17. CONDITIONS PRECEDENT. Buyer's obligation to close hereunder is subject to satisfaction of the following conditions at or before the Closing Date:

- (a) As of the date hereof, and as of the date of Closing, all of Seller's representations and warranties shall be true and correct.
- (b) Not less than 15 days before the Closing Date, Buyer shall have received a commitment for title insurance, showing good and marketable title in Seller, without exceptions.
- (c) Prior to closing, all approvals deemed necessary by Buyer's counsel to authorize Buyer to close shall have been obtained.

If any of the foregoing conditions is not satisfied within the time specified or if no time is specified, by the Closing Date, Buyer shall be entitled to receive back the Deposit plus accrued interest, whereupon this Agreement shall terminate and neither party will be under any further obligation hereunder.

18. GRANTS. The Seller has been informed that this Property is being acquired by GWRLT depending on funding from private, municipal, state and federal sources (the "funders"). Seller acknowledges that the funding process does not have a guaranteed outcome and should funding not be made available in sufficient quantities that GWRLT will not be

able to follow through on this Agreement and the deposit shall be returned within 5 days of receiving written notice from GWRLT that said full funding is not forthcoming.

19. APPRAISAL. The Purchase Price will be determined by an appraisal that meets the standards of the funders. The appraisal shall be conducted by an appraiser licensed to do appraisals in the State of Maine to set the market value of the property. Buyer and Seller shall contribute equally to the cost of the appraisal. Notwithstanding any other provision in this Agreement, if the appraised value is less than One Million Five Hundred Thousand Dollars (\$1,500,000.00), the parties agree to negotiate in good faith regarding the final Purchase Price. If the parties are unable to agree after such negotiations, either party may elect to terminate the Agreement and the deposit shall be returned to Buyer.
20. AFFIDAVITS. The Seller agrees at or prior to closing hereunder to furnish the GWRLT with a nonforeign affidavit in the form attached hereto as Exhibit B, as well as such other incidental and necessary affidavits as may be required by the title insurance company issuing a title insurance policy for the Property.
21. EXHIBITS. The following exhibits are attached hereto and incorporated herein by reference:  
  
Exhibit A - Property Description;  
  
Exhibit B - Nonforeign affidavit.
22. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Maine contract, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the Seller and the GWRLT. If two or more persons are named as Seller, their obligations shall be joint and several.

SELLER

  
Sarah Cullen (Jul 29, 2022 10:35 EDT)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sarah Cullen

Jul 29, 2022

BUYER  
The Great Works Regional Land Trust

By:   
Its: President, Leigh Peake

\_\_\_\_\_  
Witness

## EXHIBIT A

### “Description of Property to be Conveyed”

A portion of a parcel of land located in the Town of South Berwick, County of York, State of Maine containing 58 acres, more or less, and more particularly described in the deed recorded in Book 6501, page 342 and Book 2653 Page 67 in the York County Registry of Deeds and also being shown as Map 6, Lots 14 and a portion of Lot 29-A on the Assessor’s maps of the Town of South Berwick.



**Property outlined in green. South Berwick tax map.**

EXHIBIT B  
NONFOREIGN AFFIDAVIT

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 200\_\_

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real Property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real Property interest, I, \_\_\_\_\_, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. my U.S. taxpayer identifying number (social security number) is \_\_\_\_\_; and
3. my home address is \_\_\_\_\_

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement that I may make here could be punished by fines, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

\_\_\_\_\_

STATE OF MAINE  
COUNTY OF YORK SS.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did depose and say that \_\_\_\_\_ is the person named in the foregoing instrument, and acknowledged said instrument to be \_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Peace and Plenty P&S (7.29.2022)

Final Audit Report

2022-07-29

Created:	2022-07-29
By:	James Mundy (jmundy@clarkandhowell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1iKt-JPRq0-TCa2c4tL7ye73xWiKFKu

## "Peace and Plenty P&S (7.29.2022)" History

-  Document created by James Mundy (jmundy@clarkandhowell.com)  
2022-07-29 - 2:18:09 PM GMT
-  Document emailed to Sarah Cullen (sscullen@comcast.net) for signature  
2022-07-29 - 2:18:59 PM GMT
-  Email viewed by Sarah Cullen (sscullen@comcast.net)  
2022-07-29 - 2:23:26 PM GMT
-  Document e-signed by Sarah Cullen (sscullen@comcast.net)  
Signature Date: 2022-07-29 - 2:35:48 PM GMT - Time Source: server
-  Agreement completed.  
2022-07-29 - 2:35:48 PM GMT



(c) Buyer's obligation to proceed to closing is contingent on Buyer's counsel's opinion that Buyer has satisfied all prerequisites for funding from private, municipal, state and federal sources.

If any of the foregoing conditions is not satisfied within the time specified or if no time is specified, by the Closing Date, Buyer shall be entitled to receive back the Deposit, whereupon this Agreement shall terminate and neither party will be under any further obligation hereunder.

17. APPRAISAL. It is a requirement by the potential funders that the Purchase Price be supported by an appraisal. The appraisal shall be conducted by an appraiser licensed to do appraisals in the State of Maine to indicate the current market value of the property. Buyer is responsible for the cost of the appraisal.

In the event that the appraisal indicates that the current market value of the property is not equal to or greater than the purchase price in Paragraph 2, the Seller shall have the election to accept the appraised value and complete the sale or reject the appraised value and terminate this contract by releasing GWRLT's deposit.

18. AFFIDAVITS. The Seller agrees at or prior to closing hereunder to furnish the GWRLT with a nonforeign affidavit in the form attached hereto as Exhibit B, as well as such other incidental and necessary affidavits as may be required by the title insurance company issuing a title insurance policy for the Property.

19. EXHIBITS. The following exhibits are attached hereto and incorporated herein by reference:  
Exhibit A - Property Description;  
Exhibit B - Nonforeign affidavit.

20. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Maine contract, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the Seller and the GWRLT. If two or more persons are named as Seller, their obligations shall be joint and several.

SELLER

Witness

*Stephanie Raymond*

Christian G. Magnuson



Witness

*Stephanie Raymond*

Rosalind K. Magnuson



BUYER

The Great Works Regional Land Trust

By:



Witness

Its: President, Leigh Peake

## **PURCHASE AND SALE CONTRACT**

### **0 Old Fields Road, South Berwick, Maine**

**THIS AGREEMENT** (the “Agreement”) is made as of the 4th day of August, 2022 (the “Effective Date”), by and between **Christian G. and Rosalind K. Magnuson** with an address of 14 Sea Garden Circle, Kennebunk, Maine 04043 (the “Seller”), and **THE GREAT WORKS REGIONAL LAND TRUST**, a non-profit corporation organized under the laws of the State of Maine, with a mailing address of P.O. Box 151, South Berwick, Maine 03908, its successors and assigns (the “GWRLT”).

1. **PURCHASE AND SALE.** Seller agrees to sell, and GWRLT agrees to buy, upon the terms hereinafter set forth, the following described Property, with any buildings and improvements thereon and fixtures used in connection therewith, if any, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the Town of South Berwick, County of York, State of Maine, containing approximately Twelve (12) acres described in the deed from **John K. Rundolph** and **Kathy L. Gunst**, said deed being dated June 26, 2020 and recorded in the York County Registry of Deeds at **Book 18288 and Page 67** (South Berwick Tax Map 6 Lot 14A), as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the “Property”).
2. **PURCHASE PRICE.** The total purchase price for the described Property will be Three Hundred and Twenty Thousand Dollars (\$320,000). The purchase price shall be payable as follows: on the signing of the Contract, One Thousand Dollars (\$1,000.00) have been paid as a deposit; and the balance of Three Hundred and Nineteen Thousand Dollars (\$319,000) is to be paid by certified, cashier's, treasurer's or bank check or by wire transfer at the time of delivery of the deed, to be held in escrow until the deed is recorded. The Purchase Price is subject to the results of an Appraisal as agreed to in Paragraph 17.
3. **CLOSING DATE.** Closing will occur no later than December 29, 2023 (the “Closing” or the “Closing Date”). The Closing Date may be extended by the mutual written agreement of both parties. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, the Deed to the Property to be conveyed. Buyer shall have the Deed prepared, at its expense. Seller will execute the customary Seller’s affidavit for title insurance, at the Closing. The parties shall deliver to each other at or prior to the Closing such other documents as provided for herein.
4. **TITLE.** Seller shall convey the Property to Buyer at the Closing by good and sufficient quitclaim deed with covenant (the “Deed”). Title to the Property shall be good and marketable, subject only to zoning restrictions, customary utility easements, and such taxes for the current tax year as are not due and payable as of the Closing Date. In the

event that Seller is unable to convey title as aforesaid, upon written notice from Buyer, Seller shall use diligent efforts to remedy all title defects. In the event that said defects are not remedied within ninety (90) days from the date of such notice, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. GWRLT shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Property and to pay the agreed purchase price.

5. SURVEY. The parties agree that a survey of the Property to be conveyed has been prepared.
6. POSSESSION AND CONDITION OF PROPERTY. Full possession of the Property, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Property to be then in the same condition as they now are.
7. TAXES. All taxes, assessments, and encumbrances other than real estate taxes for the then current fiscal year shall be satisfied of record by the Seller at or before the transfer of title. Real estate taxes for the then current fiscal year shall be apportioned as of the closing date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the GWRLT at the time of delivery of the deed. The Maine real estate transfer tax shall be paid in accord with Maine law, and the practice of the York County Registry of Deeds. Buyer will pay the recording fee for the Deed.
8. RIGHT OF ENTRY AND INSPECTION. The GWRLT may enter upon the Property at reasonable times for surveying, and other reasonable purposes related to this transaction. The GWRLT shall have the right to conduct an environmental inspection and assessment of the Property and to update that inspection and assessment prior to closing. Based upon said inspection or update, the GWRLT may, at its discretion, terminate this Contract at any time prior to closing, in which event all monies deposited by the GWRLT shall be immediately refunded.
9. PRESERVATION OF PROPERTY. The Seller agrees that the Property herein described shall remain as it now is until closing and that the Seller will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the GWRLT's intended use of the Property as a nature preserve or similar use. In the event of such actions, the GWRLT may, without liability, refuse to accept the conveyance of title, in which event all monies deposited under this Contract shall be refunded, or the GWRLT alternatively may elect to accept conveyance of title to such Property or a portion thereof, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

10. ENCROACHMENTS/ACCESS. Without limitation, the Property shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - a. All structures and improvements, including any driveways and accessory structures, if any, shall be wholly within the lot lines of the Property and shall not encroach upon or under any Property not within such lot lines; and
  - b. No building, structure, improvement or Property of any kind encroaches upon or under the Property from other Property.
11. DEFAULT. If the GWRLT shall fail to fulfill its agreements herein, all deposits made hereunder by the GWRLT shall be retained by the Seller as liquidated damages, which shall be the Seller's sole recourse at law or in equity.
12. BROKER'S COMMISSION. The parties hereto represent and warrant to each other that no real estate brokers or agents were responsible in bringing about this transaction and that no real estate commission is due.
13. ASSIGNMENT. This Agreement shall be assignable by Buyer, after notice to Seller, to the Town of South Berwick, or to any bona fide tax-exempt non-profit conservation organization operating and existing under the laws of the State of Maine, or government entity for the purpose of permanent conservation. All acts performed by GWRLT may be performed by any qualified assignee. Any assignment shall be in writing and acknowledged by all parties.
14. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller warrants and represents to the GWRLT the matters contained in the following subparagraphs and agrees to indemnify, defend and hold harmless the GWRLT from any loss or liability resulting from any breach of any of said warranties or representations. Said representations, warranties and indemnities shall survive closing.
  - a. Notices. The Seller has not received any notices issued by any municipal or other public authority with regard to any work or improvements done or ordered by such authority to be done either before or after the date of this Agreement. The Seller has no reason to believe that any such notice will be issued after the date of this Agreement. The Seller shall be responsible for any public improvements, assessments, notices or orders received prior to closing.
  - b. Title to the Property and Authority to Execute Documents. Other than as specifically set forth herein, the Seller are the sole legal owner of the Property in fee simple and the Property are not subject to any lease or to any other estate or to any outstanding option, interest or agreement of sale, and Seller has the full power

and authority to execute and deliver all necessary documents and to otherwise perform all of Seller's obligations under this Agreement.

- c. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and the Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.
- d. No Tenants. No portion of the Property shall be occupied by any person or entity under any oral or written lease, agreement or in any other manner at closing including, but not limited to, farm leases, hunting or trapping leases.
- e. No Hazardous Substance. To the best of the Seller's knowledge: no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Property; there is no hazardous substance or toxic waste in or on the Property that may affect the Property or any use thereof or that may support a claim or cause of action under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement; nor has any action been instituted for enforcement of same.
- f. Underground Storage Tanks. To the best of the Seller's knowledge, there have not been and there are not now any underground storage tanks, septic tanks or wells located on or under the Property or if there have been or are any such tanks or wells located on the Property, their location has been identified to the GWRLT in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any hazardous or toxic substance, material, or waste into the environment.

15. **GWRLT'S REPRESENTATIONS AND WARRANTIES.** GWRLT warrants and represents to Seller the matters contained in the following subparagraphs.

- a. GWRLT is a nonprofit corporation duly organized and validly existing under the laws of the State of Maine;
- b. GWRLT has the right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- c. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not violate any provisions of the Articles of Incorporation, Bylaws, or similar instrument of GWRLT nor conflict with or result in a breach of any of the terms or provisions of or constitute a default under any indenture, mortgage, loan agreement, or instrument to which GWRLT is a party or by which



it is bound, or any applicable governmental regulation or any judgment, order, or decree of any court having jurisdiction over GWRLT.

16. **CONDITIONS PRECEDENT.** Buyer's obligation to close hereunder is subject to satisfaction of the following conditions at or before the Closing Date:
- (a) The Seller has been informed that this Property is being acquired by GWRLT depending on funding from private, municipal, state and federal sources. Seller acknowledges that the funding process does not have a guaranteed outcome and should funding not be made available in sufficient quantities that GWRLT will not be able to follow through on this contract and the deposit shall be returned within 5 days of receiving written notice from GWRLT that said full funding is not forthcoming.
  - (b) The deed transferring title to purchaser will contain a covenant that purchaser will erect and maintain a permanent monument and/or signage that recognizes Christian G and Rosalind K Magnuson as donors and/or grantors to this project within 24 months of the completion of this purchase.
  - (c) Of the date hereof, and as of the date of Closing, all of Seller's representations and warranties shall be true and correct.
  - (d) Not less than 15 days before the Closing Date, Buyer shall have received a commitment for title insurance, showing good and marketable title in Seller, without exceptions.
  - (e) Buyer's obligation to proceed to closing is contingent on Buyer's counsel's opinion that Buyer has satisfied all prerequisites for funding from private, municipal, state and federal sources.

If any of the foregoing conditions is not satisfied within the time specified or if no time is specified, by the Closing Date, Buyer shall be entitled to receive back the Deposit, whereupon this Agreement shall terminate and neither party will be under any further obligation hereunder.

17. **APPRAISAL.** It is a requirement by the potential funders that the Purchase Price be supported by an appraisal. The appraisal shall be conducted by an appraiser licensed to do appraisals in the State of Maine to indicate the current market value of the property. Buyer is responsible for the cost of the appraisal.

In the event that the appraisal indicates that the current market value of the property is not equal to or greater than the purchase price in Paragraph 2, the Seller shall have the

election to accept the appraised value and complete the sale or reject the appraised value and terminate this contract by releasing GWRLT's deposit.

18. AFFIDAVITS. The Seller agrees at or prior to closing hereunder to furnish the GWRLT with a nonforeign affidavit in the form attached hereto as Exhibit B, as well as such other incidental and necessary affidavits as may be required by the title insurance company issuing a title insurance policy for the Property.
19. EXHIBITS. The following exhibits are attached hereto and incorporated herein by reference:  
Exhibit A - Property Description;  
Exhibit B – Nonforeign affidavit.
20. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Maine contract, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the Seller and the GWRLT. If two or more persons are named as Seller, their obligations shall be joint and several.

SELLER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Christian G. Magnuson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rosalind K. Magnuson

BUYER

The Great Works Regional Land Trust

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Its: President, Leigh Peake

## EXHIBIT A

### “Description of Property to be Conveyed”

[INCLUDE REFERENCE TO DEED BOOK AND PAGE, AS WELL AS TAX PARCEL IDENTIFICATION NUMBERS]

A parcel of land located in the Town of South Berwick, County of York, State of Maine containing Twelve (12) acres, more or less, and more particularly described in the deed recorded in Book 18288, page 67 in the York County Registry of Deeds and also being shown as Map 6, Lot 14A on the Assessor’s maps of the Town of South Berwick.

EXHIBIT B  
NONFOREIGN AFFIDAVIT

STATE OF MAINE  
COUNTY OF YORK

\_\_\_\_\_, 2021

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real Property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real Property interest, I, \_\_\_\_\_, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. my U.S. taxpayer identifying number (social security number) is \_\_\_\_\_; and
3. my home address is \_\_\_\_\_

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement that I may make here could be punished by fines, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

\_\_\_\_\_

STATE OF MAINE  
COUNTY OF YORK SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did depose and say that \_\_\_\_ is the person named in the foregoing instrument, and acknowledged said instrument to be \_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## Goals, Objectives, & Projects Completed

The following goals and objectives are based on the original greenbelt plan. That plan was reviewed by landowners along the river, the Town Council, Planning Board, and Great Works Regional Land Trust (GWRLT) board members in November of 1991. Their comments were incorporated into that document and have been included with the goals of this document. A second review and revision was accomplished in 2008.

It is the hope of the South Berwick Conservation Commission that these goals and objectives will encourage all stakeholders to work together to ensure a healthy accessible greenbelt surrounding the Salmon Falls River. Stakeholders include municipal staff, Planning Board, Town Council, nonprofit organizations such as the GWRLT, citizen groups such as Green Up South Berwick, and private landowners along the river and its tributaries.

### Ongoing Goals

The following goals for the river have been established and reviewed by South Berwick's Conservation Commission:

- \* Protect and enhance the wildlife habitat of the river and adjacent uplands;
- \* Conserve the scenic vistas of the river corridor;
- \* Monitor, maintain, and improve, where possible, the water quality of the Salmon Falls River;
- \* Preserve historic resources along the river corridor;
- \* Create limited public access for passive recreational activities;
- \* Further the objectives of South Berwick's Comprehensive Plan, including protection of wildlife, scenic views, access, and provision of passive recreation;
- \* Provide educational opportunities and information to increase understanding that will assist in making land use decisions that protect resources;
- \* Maintain the current zoning ordinance along the Salmon Falls River.

### Ongoing Objectives

- \* Better identify existing and historical assets;
- \* Develop additional points of access to the river on existing or proposed public lands;
- \* Identify and work with willing landowners on conservation easements along the river bank;
- \* Identify wildlife resources along the river and, in particular, the extent of rare and endangered plant and animal life and notify landowners of these species;
- \* Establish an interstate planning effort for the river corridor with the towns of Rollinsford and Dover;
- \* Raise public awareness of the importance of the Salmon Falls and estuaries in general;
- \* Through grants, donations, and—if needed—town expenditures, seek to purchase critical parcels as opportunities arise;
- \* Work with local sewer districts on appropriate sewerage treatment upgrades while attempting to achieve Class SB status (ME DEP lowered the classification of the estuary to SC status in 1999);
- \* Work with river front landowners on appropriate land use activities and conservation related safeguards within the river corridor;
- \* Work on child-based educational programs.

### Projects Completed

- \* Fish ladder installed by Enel (2002);
- \* Rezoned the Salmon Falls River corridor into a Resource Protection District, providing a 250 foot buffer strip from development;
- \* Creation of Counting House Park, including a plaque and a boat launch (2004);
- \* Permanent conservation of land at Leigh's Mill by the GWRLT (2001);
- \* Assisted Maine DEP with the Salmon Falls River Study to determine Total Maximum Daily Load for point sources (1991);



\* Upgraded the South Berwick Sewer treatment plant to Tertiary Treatment (1995);

\* Conserved the Chadbourne archeological site by conservation easement held by GWRLT;

\* Sponsored two Salmon Falls River Days to highlight the public values of the River. (Early 1990's);

\* Installed a kiosk at the Route 101 boat launch (mid 1990s);

\* Worked with GWRLT to sponsor a teacher education outreach (2005);

\* Developed an educational, recreational and natural resource oriented guide for use on the river (1990, Revised 2008);

\* Examined opportunities for a limited access trail/path along the river—slopes and landowner considerations make it unfeasible (1990s);

\* Landowner Meeting Seminar to review Salmon Falls Greenbelt Plan (1991);

\* Simone Savage parcel donated to GWRLT as a wildlife preserve (2008).

## Recreational Demand

*T*his plan proposes to promote greater recreational use of the river. In undertaking this effort, one needs to ask if this additional access and demand for river based recreation is justified. Will the new facilities be used and will this use be compatible with sustaining the natural resource values of the river?

The State's 1988 State Comprehensive Outdoor Recreation Plan (SCORP) justified the creation of additional access. The boat ramp at William Bray Park has parking for 14 vehicles (half with boat trailers). The usage of the park depends to a degree on the tides, the days of the week, and the type of fish running. A great number of people use the parking area for fishing access. There have been inquiries for moorings off the ramp. The placement of a bench and picnic table also accommodates picnickers and birdwatchers. Duck hunters access the water here during hunting season.

The creation of Counting House Park established a trail that complements the William Bray Park and is outlined in the Salmon Falls River Brochure. Canoers and other paddlers can put in at either access point depending on the tides and go up or downstream with the tide. This park is also used heavily by fishermen angling for striped bass that have followed the alewives upstream. Benches and an informational kiosk provide access to the scenic and historical significance of the area.

## River Access & Corridor Preservation

*T*he Town of South Berwick, as well as private groups and land owners have an array of options to consider when looking at ways to preserve the river corridor. These include regulatory and non-regulatory methods, as well as voluntary methods. All have a significant role to play in preserving the future of the river.

### Private Ownership and Stewardship

The river corridor is still primarily in private ownership and most areas are undeveloped. There is strong support in South Berwick for leaving undeveloped lands in the hands of conscientious private landowners as the best option for conservation. Such a system discourages traffic, litter, overuse of the river, and potential unsustainable uses of the river. Though this option has merit, it carries considerable risk. Ownership by any person is temporary. As land values escalate, pressure to develop also increases, and as ownership passes hands, access is increasingly denied. To make this option the only strategy for protection is unwise.

### Conservation Easements

As demonstrated on the New Hampshire side of the river, conservation easements can be a particularly effective tool for conserving open space. Conservation easements may be donated or purchased. These require the legal owner of the property to give up development rights in the form of a permanent deed restriction. Easements can be very flexible in their construction; allowing timber harvesting, agriculture, the right to restrict or allow public access, even allowing the retention of limited building rights. Land subject to conservation easement is not taken off the tax roles, though the landowner might receive an income tax deduction for the donated value of the easement. The landowner retains the ability to sell, lease, or bequeath

their property. One parcel along the river corridor has been protected by a donated conservation easement. Other landowners have expressed interest in this option or the possibility of selling their development rights. Most conservation eased parcels in Maine do qualify for open space taxation under Maine's use taxation laws.

### **Fee Donation or Purchase**

In the past two years, the Great Works Regional Land Trust has received donations of two parcels along the river. These donations qualify as charitable contributions and are tax deductible when the value is supported with a qualified appraisal. The town can also receive donations of land as it did with Counting House Park.

Purchase of land is another option available for both the town and the Great Works Regional Land Trust. Recent changes in the Land for Maine's Future Program allow for entities to apply for funds to acquire lands of local significance. This could provide a source of funding which would need to be matched from local sources. The presence of extensive conservation and historical holdings along the river corridor make this funding source a viable option. Possible stakeholders should be identified if an opportunity should arise for land purchases. These transactions require voluntary involvement with landowners. There is no eminent domain proceeding envisioned or promoted by this plan.

### **Impact Fees**

The town is due to consider impact fees as a way of financing capital expenditures. Although many issues are involved, impact fees could play a role in helping with land preservation along the river.

### **State and Federal Grant Programs**

There are public offices and nonprofit programs with funding to support initiatives designed to protect water quality and habitats along rivers like the Salmon Falls. These include the Land for Maine's Future Program, the Bureau of Parks and Recreation, Maine Coastal Program, and the Maine Outdoor Heritage Fund. There is potential for federal funding through the Natural Resource Conservation Service and the North American Wildlife Conservation Act. The Piscataqua Region Estuaries Partnership (PREP) has an annual program that provides funding for municipal planning projects that protect the watershed and water quality concerns. Grants can be up to about \$8,000.

### **Bargain Sale**

The sale of a parcel for less than fair market value by a landowner qualifies that landowner for an income tax deduction against the capital gains on the property. The fair market value of the property must be determined by a qualified appraisal.

### **Zoning**

In 1993, the Town rezoned the Salmon Falls Estuary into Resource Protection providing a 250-foot setback from the river for all future structures and limiting the expansion of existing structures. This limits impervious surfaces from development within the immediate watershed and maximizes the filtration capacity of a buffer. It also limits timber harvest and other soil disturbances which could lead to increased erosion in this buffer area. Zoning is not definitive protection. It is a political decision which could be reversed or altered by a future council. It only covers 250 feet within the shoreline area. It will not protect many of the values whose needs extend beyond the buffer area. It does not provide access nor is it intended to.

### **Cluster Development Requirements**

For parcels going through the subdivision process, the local ordinance allows the South Berwick Planning Board to require an alternate cluster plan that concentrates development away from critical resources. The density of this plan may not exceed the density allowed under a conventional plan. The current ordinance requires that the land be held by the town, the Great Works Regional Land Trust, or a homeowners association as a separate parcel. The subdivision ordinance also requires that 10 percent of the original parcel be reserved for passive recreational use.

### **Transfer of Development Rights**

Transfer of development rights (TDR) is a concept that has not been widely used in Maine to date. For the purpose of preserving a greenbelt corridor around the Salmon Falls, a TDR would seem ideal. Basically, a TDR is the removal of the right to develop or build from one area (expressed in dwelling units per acre), from land in one zoning district to land in another zoning district where transfer is permitted. This right increases the density allowed in the receiving zone.

The TDR system has the potential to preserve stretches of land along the Salmon Falls, though issues in receiving zones still remain to be worked out.



## Tree Growth and Open Space Assessment

The Maine Tree Growth Tax Law (Title 36 MRSA Section 571-584A) provides for the valuation of land that has been classified as forest on the basis of productivity value rather than fair market value. This results in a significant reduction in local property taxes to be paid by a landowner.

Tree growth taxation has been used by some of the landowners along the river. The parcel size must be 10 or more acres. It must be managed for commercial timber harvest and have a current forest management plan written by a certified forester.

The Farmland and Open Space Tax Law provides for the valuation of land that has been classified as farmland or open space, rather than its fair market value for more intensive uses. Parcels for agriculture must provide an annual income of \$2,500 to the landowner in commercial or home-used products.

Parcels in open space must provide a public benefit through their enrollment in the program either through protecting valuable open space, providing public access, or being permanently conserved.

Both Tree Growth and Open Space Assessments have potential for future use to protect the river corridor. The acceptance of the original Salmon Falls River Greenbelt Plan by the Town Council recognized the public values of this resource, thus qualifies landowners along the River for open space.

This classification however, is not permanent. Penalties for withdrawal from these programs can be offset by increased property values. Requirements for the programs must be maintained by the landowner. As a short term measure to preserve open space, these programs work very well.

## Revenues from Tax Foreclosures or Removal from Tree Growth & Open Space Programs

The current comprehensive plan (1990) recommends that revenues generated from the sale of tax foreclosed property be used to assist with conservation purchases. It also recommends that penalty monies received from withdrawal from Open Space and Tree Growth taxation programs should be used for conservation purposes.

## Action Plan

A great deal of progress has been made since the first Salmon Falls River Plan was created. This plan acknowledges those accomplishments and proposes to build on them. Action steps are organized according geographical areas of importance. The idea is to identify resources that link open spaces (not only physically, but visually) and look as far into the future as possible in regard to providing public access.

### Priority Areas

- \* The upper landing at Counting House Park has been identified as a critical link between the Village and areas downstream.

- \* The last unprotected parcel junction of Salmon Falls and Great Works River had a conservation easement placed on it in 2006. While close to town, this parcel has tremendous wildlife values as a roosting area for bald eagles, grassland bird, river otter and deer habitat.

- \* South of Vaughan Woods State Park is almost entirely undeveloped along the river. It is comprised of undisturbed views (from both the Hamilton House and the Route 101 bridge), high value marshlands, rare plants, valuable bird perching sites, and important upland habitat. Topographically, the high bluffs mean that development of these parcels will effect the view shed along the entire river corridor.

- \* At Route 101 South, where the Quamphegan and Shorey brooks enter the river, the American oyster is found just offshore. High value wetlands and marsh are also found here. While developed to a limited extent, the area provides both forest and field to the river's edge. The Savage parcel abutting Shorey's Brook was donated to Great Works Regional Land Trust in 2007 and has become known as the Raymond and Simone Savage Wildlife Preserve. The New Hampshire side shows estate development of the shoreline.

### Priority Ongoing Activities

- \* Engagement of the towns of Rollinsford and Dover on mutual planning along the river;

- \* Great Works Regional Land Trust is always investigating opportunities to work with landowners on parcels south of Vaughan Woods;

\* If parcels are put on the market, or if the landowners indicate a desire to sell for conservation, the South Berwick Conservation Commission should encourage the town to consider making a formal application to the Land for Maine's Future Board or other agencies for purchasing valuable parcels. Any purchases would help maintain water quality and provide for recreation.

\* The South Berwick Planning Board should immediately establish a policy that any proposed subdivision along the river be clustered and the river corridor be designated for protection. Public access should be discussed with the applicant. The board should also establish a policy that any construction taking place within a potential archeological site along the river be inventoried for archeological resources prior to construction taking place.

\* The South Berwick Conservation Commission should educate landowners along the river about the benefits of Tree Growth and Open Space taxation designations. This could increase the stability of ownership for river parcels and assist them in staying in their natural conditions which would help protect water quality.

\* The South Berwick Conservation Commission should begin to work with landowners on proper land use practices, including creating rain gardens and maintaining vegetative buffers along the River. This would serve educational esthetic and water quality related functions.

\* The Great Works Regional Land Trust should investigate the possibility of conservation easements for the parcels north of Leigh's Mill Pond and from Route 101 south.

\* The Transfer of Development Rights concept should be analyzed for implementation along the river.

\* The Conservation Commission should seek assistance in further defining the location and extent of rare plant and animal life along the river. This effort could be aided through voluntary assistance from UNH, The Nature Conservancy, or through the Maine Natural Areas Program. This would continue the process of identification of critical areas along the river as well as serve an educational function.

\* The South Berwick Conservation Commission and the Planning Boards should investigate any opportunities for a trail system along the river if landowners are willing and if it could be tied into existing trails or public lands.

\* An additional point of access to simply land a canoe – not to launch it—should be investigated at either Vaughan Woods or the Hamilton House. This would provide hiking, picnicking and other passive recreational opportunities. The Hamilton House permits tying up at the old dock area to the left of the house.

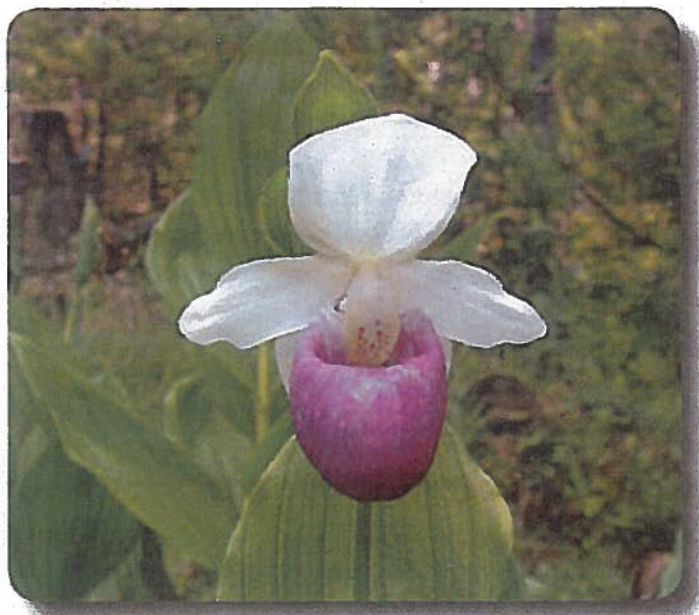
\* The South Berwick Conservation Commission should work with the Wells Reserve, Rachel Carson and other environmental organizations to monitor and remediate areas where invasive plant species are affecting marshland and upland habitat along the river.

### Projects Completed

\* Established Counting House Park.

\* Revised and distributed the Salmon Falls River guided River Trip Brochure.

\* Designated the river corridor as a Resource Protection District in the 1992 Zoning Ordinance rewrite. In addition, the high value wetlands along the river have been designated as Resource Protection to preserve vegetative buffers and enhance water quality.



*Shony lady'slipper is a lovely woodland flower that has become increasingly rare due to overcollection and habitat loss.*



## GOAL

## STRATEGIES

NATURAL RESOURCES		
A	Ensure passive land uses through easements and buffer zones in areas of scenic value.	1 Revise Subdivision Ordinance to mandate protection of scenic areas.
		2 Encourage development that considers preservation of scenic vistas and sets aside recreational and passive open space.
B	Evaluate land use with respect to physical, chemical and biological characteristics of soils, such as depth of water table, texture, permeability, slope, etc. as defined by the USDA Natural Resources Conservation Service.	1 Protect prime agricultural soils. Acquire easements or purchase development rights. Consider Transfers of Development Rights.
C	Preserve deer wintering areas (as currently defined) as significant natural resources.	1 Prohibit subdivisions from deer yards and require conditional use permits for all other newly established uses, which impact deer yards.
D	Establish a riparian buffer zone within wildlife corridors, include fisheries, as defined important by Inland Fisheries and Wildlife, Strafford Rivers Conservancy, Great Works Regional Land Trust, Maine Audubon and Maine Natural Areas Program on waterways such as the Salmon Falls estuary, Great Works River, and the greater Mount Agamenticus area.	1 Establish conservation corridors between existing conservation lands.
		2 Work with Berwick, North Berwick, Wells, York and Eliot to create conservation corridors and, where appropriate, add existing protected lands.
		3 Establish a greenbelt along the Salmon Falls and Great Works Rivers through the acquisition of easements, land purchases and State grant programs.
		4 Work with neighboring communities and the State of



			New Hampshire on the preservation of the Salmon Falls Corridor.
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## Appendix C

### LMF Project Budget

The following format should be used to present the budget for the proposed project. Please consult with LMF staff with any questions and prior to modifying this form. Proposals with incomplete budget information will not be accepted for Board consideration.

**Project Name:**\_\_\_\_\_

#### PROJECT PARCELS

List all parcels included in this project, including pre-acquired or match parcels.

PARCEL NAME	VALUE	ESTIMATED/APPRaised
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
<b>TOTAL LAND VALUE</b>	<b>\$ _____</b>	
<b>LMF ACQUISITION FUNDS REQUESTED</b> (May not exceed 50% of land value)	<b>\$ _____</b>	

#### ACQUISITION MATCH

List all bargain sales, match parcels, or funds applied directly to the purchase of land.

Do not include funds that will be applied to other project costs.

MATCH SOURCE	AMOUNT	PENDING/SECURED
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
<b>TOTAL ACQUISITION MATCH</b>	<b>\$ _____</b>	

#### STEWARDSHIP FUNDS

In Round 11, applicants may request LMF funds to be placed in a stewardship endowment. The maximum award amount is 5% of the first \$200,000 of land value in your project, then 2% of land value over \$200,000, to a maximum of \$25,000. These awards must be matched 1:1 with the applicant's stewardship funds unless the LMF Board's approves alternate match as described in Section 1.

<b>LMF STEWARDSHIP FUNDS REQUESTED</b>	<b>\$ _____</b>
<b>APPLICANT'S MATCHING STEWARDSHIP FUNDS</b>	<b>\$ _____</b>
<b>TOTAL STEWARDSHIP ENDOWMENT</b>	<b>\$ _____</b>

#### PROJECT TOTALS

<b>TOTAL PROJECT COST (LAND + STEWARDSHIP)</b>	<b>\$ _____</b>	<b>100%</b>
<b>TOTAL LMF FUNDS REQUESTED</b>	<b>\$ _____</b>	<b>%</b>
<b>TOTAL MATCHING FUNDS</b>	<b>\$ _____</b>	<b>%</b>

LAW OFFICE OF  
SUSAN C. THIBEAU, P.A.  
P. O. BOX 700  
BERWICK, MAINE 03901-0700

NANCY E HAMMOND, REGISTER OF DEEDS



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MAINE R.E. TRANSFER TAX PAID

## WARRANTY DEED

Know all by these presents that We, **JOHN K. RUDOLPH** and **KATHY L. GUNST**, whose mailing address is 126 Oldfields Road, South Berwick, Maine 03908, for consideration paid, grant to **CHRISTIAN G. MAGNUSON** and **ROSALIND K. MAGNUSON**, whose mailing address is 14 Sea Garden Circle, Kennebunk, Maine 04043, with **WARRANTY COVENANTS**, as **JOINT TENANTS**, the real property situated in the Town of South Berwick, County of York and State of Maine, described as follows:

See Exhibit A Attached Hereto

The current property address is 0 Oldfields Road, South Berwick Tax Map 6, Lot 14A.

Witness our hands and seals this 26th day of June 2020.

Witness Susan C. ThibEAU  
to whom

John K. Rudolph  
JOHN K. RUDOLPH

Witness Kathy L. Gunst  
KATHY L. GUNST

STATE OF MAINE

County of York

June 26, 2020

Then personally appeared the above named John K. Rudolph and Kathy L. Gunst and severally acknowledged the foregoing instrument to be their free act and deed.

Before me,

Susan C. ThibEAU  
Attorney at Law/Notary Public  
Print Name: Susan C. ThibEAU  
Commission Expires: ME Bar No 7050

## EXHIBIT A

Property: 0 Oldfields Road, South Berwick, Maine

A certain lot or parcel of land, together with any improvements thereon and rights appurtenant thereto, located near, but not adjacent to, Old Fields Road, South Berwick, York County, Maine, being more particularly described as follows:

BEGINNING at the Northwestern corner of the parcel of land described in the deed from Howard R. Lord to Alice E. Lord (in previous deeds inadvertently referred to as Lucille E. Lord) dated October, 1977 and recorded at the York County Registry of Deeds in Book 2277, Page 216, which corner is located at the Salmon Falls River a/k/a the Piscataqua River at land formerly of Lucille M. Lord (Book 3624, Page 33); thence running N 85° 51' 54" E along said land formerly of Lucille M. Lord a distance of approximately 125 feet to a point; thence continuing N 85° 51' 54" E along said land formerly of Lord a distance of 1,428 feet to a point; thence turning and running S 00° 14' 23" W along land formerly of Lord, a distance of 472.31 feet to an iron pipe at land now or formerly of Sarah Cullen as described in a deed recorded at said Registry in Book 2653, Page 67; thence turning and running S 88° 57' 24" W along said land now or formerly of Cullen a distance of 335 feet to an iron pipe; thence turning and running N 31° 54' 57" W along land formerly of Lord a distance of 200 feet to a point; thence turning and running S 58° 05' 03" W still along said land formerly of Lord a distance of 92.14 feet to a point; thence turning and running S 89° 17' 02" W still along land formerly of Lord a distance of 550 feet to a point; thence turning and running S 57° 30' 07" W still along land formerly of Lord a distance of approximately 381 feet to the Salmon Falls River; thence turning and running along said Salmon Falls River a distance of approximately 495 feet to the point of BEGINNING. Magnetic North for the above-described courses is 1993.

The above-described parcel is also conveyed together with a certain right of way, to be used in common with Sarah S. Cullen and Sarah S. Cullen, Trustee of The Cullen Realty Trust, running from the above-described parcel to Old Fields Road as set forth in the deed from Howard R. Lord to Alice E. Lord dated October, 1977 and recorded with the York County Registry of Deed in Book 2277, Page 216. Excepting and reserving to Alice E. Lord, her heirs and assigns the right and privilege to use said right of way to gain access to and exit from Old Fields Road to a small parcel of land owned by said Alice E. Lord located near the Salmon Falls River, said right of way also continuing to the Salmon Falls River.

The above-described parcel is also conveyed together with all of the Grantor's right, title and interest in and to the Salmon Falls River, also known as the Piscataqua River, including, without limitation, all riparian rights pertaining to the same.

The above-described parcel is conveyed subject to the restriction that the Grantee herein may construct two, but no more than two at any time, now or in the future, residential dwelling units, together with any related structures on the above-described property. This restriction in no way limits the type or number or location of the dwelling units and related buildings. This restriction shall run with the land and is binding upon the heirs, assigns and successors in interest of the Grantee herein and shall be enforceable by Sarah S. Cullen as Trustee of The Cullen Realty Trust, its successors or assigns.

The above-described parcel is conveyed together with certain rights and easements for access and transmission of utilities to and from the premises over property of The Cullen Realty Trust and property now or formerly of Sarah S. Cullen, said right and easement being granted with Warranty Covenants by the respective parties. Said right and easement shall be governed in accordance with the Easement Deed and Agreement dated March 30, 1993 and recorded in said registry at Book 6502, Page 10 as corrected by Corrective Easement Deed dated October 26, 2017 and recorded in said registry at Book 17597, Page 805.

Meaning and intending to convey the same premises conveyed to the Grantors herein by Warranty Deed of Sarah S. Cullen, Trustee of The Cullen Realty Trust dated March 30, 1993 and recorded in the York County Registry of Deeds at Book 6502, Page 7. See also Corrective Quitclaim Deed of Sarah S. Cullen to Sarah S. Cullen, Trustee of the Cullen Realty Trust dated October 26, 2017 and recorded in said registry at Book 17597, Page 798.



Alice E. Lord

16051

of Old Fields Road South Berwick, Maine 03908  
 (being ~~conveyed~~) for consideration paid,  
 being widowed and never having remarried  
 grant to Sarah S. Cullen Trustee of the Cullen Realty Trust

of 76 Mendum Avenue Portsmouth, New Hampshire  
 with warranty covenants, ~~as joint tenants~~, the land in South Berwick  
 County of York and State of Maine

MAINE REAL ESTATE TRANSFER TAX PAID

~~nothing is granted or released or any right by donation or otherwise~~

~~nothing is granted or released or any right by donation or otherwise~~

Witness my hand and seal this 30th day of March 1993

Bruce A. Whitney

Alice E. Lord  
 Alice E. Lord

The State of Maine York ss. March 30 1993

Then personally appeared the above named Alice E. Lord

and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Bruce A. Whitney  
~~Attorney at Law - Notary Public~~  
 Bruce A. Whitney

EXHIBIT A

## Deed

Lord to Cullen

A certain lot or parcel of land, together with any improvements thereon and rights appurtenant thereto, located near, but not adjacent to, Old Fields Road, South Berwick, York County, Maine; being more particularly described as follows:

BEGINNING at an iron pipe located at the Northeasterly corner of the property described in a deed from Howard R. Lord to Alice E. Lord dated October, 1977 and recorded in the York County Registry of Deeds in Book 2277, at Page 216, which pipe is also at land of Sarah Cullen described in a deed ("Lord Property") recorded with said Registry in Book 2653, at Page 267, and Lord now or formerly of Lucille M. Lord described in a Deed recorded with said Registry in Book 3624 at Page 33; thence running S 6° 4' 04" W along said Cullen land a distance of 224.86 feet to an iron pipe; thence turning and running S 12° 40' 35" W still along said Cullen land a distance of 240 feet to an iron pipe; thence turning and running S 77° 57' 38" W still along said Cullen land a distance of 147.81 feet to an iron pipe; thence turning and running N 00° 14' 23" E along remaining land of the Lord property, a distance of 472.31 feet to a point at said Lucille M. Lord property; thence turning and running N 85° 51' 54" E a distance of 222 feet to an iron pipe and the point of BEGINNING.

Being a portion of the property conveyed from Howard R. Lord to Alice E. Lord by deed dated October, 1977 and recorded with the York County Registry of Deeds in Book 2277, Page 216, to which deed title reference is made. Magnetic North for the above-referenced courses is 1993.

The above-described parcel is conveyed together with all of the Grantor's right, title and interest in and to a certain right-of-way running from the above-described parcel to Old Fields Road as set forth in the deed from Howard R. Lord to Alice E. Lord dated October, 1977 and recorded with the York County Registry of Deeds in Book 2277, at Page 216. However, excepting and reserving to Alice E. Lord, her heirs and assigns the right and privilege to use said right of way to gain access to and exit from Old Fields Road to a small parcel of land owned by said Alice E. Lord located near the Salmon Falls River, said right of way also continuing to the Salmon Falls River.

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21848001.000

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ATTEST: *Annem Stone*  
REGISTER OF DEEDS

We, Augustus P. Loring of Beverly, Essex County, Massachusetts and Charles Jackson, Jr. of Dover, Norfolk County, Massachusetts, as we are Trustees under a Trust Agreement dated September 30, 1958 recorded in the York County Registry of Deeds in Book 1878 at Page 422, for the benefit of Marianne S. Cullen and others, as amended, by instrument dated 15 April, 1974, recorded with said Deeds in Book 2627 at Page 199, for consideration paid, grant to Sarah Cullen whose mailing address is Apt. 7, 2420 N.W. Quinby Street, Portland, Oregon 97210, a parcel of land, together with the buildings thereon, said Parcel being traversed by Route 103 and forming two lots on opposite sides of Route 103 in South Berwick, County of York and State of Maine, the first lot bounded and described as follows:

BEGINNING at a point in the northwesterly sideline of said Route 103 at land of Hawkins and thence North  $06^{\circ} 27'$  West by said land of Hawkins, two hundred fifty (250) feet to a point; thence turning and running North  $63^{\circ}$  East by said land of Hawkins five hundred (500) feet to a point; thence turning and running North  $02^{\circ} 41'$  West forty-five (45) feet, more or less, to a point; thence turning and running North  $88^{\circ} 30'$  West one hundred eighty (180) feet, more or less, to a point; thence turning and running North  $06^{\circ}$  West by land of Metrick two hundred fifteen (215) feet, more or less, to a point; thence turning and running South  $87^{\circ}$  West three hundred forty (340) feet, more or less, to the end of a stone wall; thence turning and running North  $07^{\circ} 45'$  East seven hundred forty (740) feet, more or less, to the begin-

ning of said stone wall; thence turning and running South  $85^{\circ} 25'$  West by a lane five hundred seventy-five (575) feet, more or less, to a point; thence turning and running South  $03^{\circ} 25'$  West two hundred twenty (220) feet, more or less to a point; thence turning and running South  $09^{\circ} 10'$  West two hundred forty (240) feet, more or less, to a point at a pile of rocks; thence turning and running South  $76^{\circ} 30'$  West one hundred forty-five (145) feet, more or less, to a point; thence turning and running South  $86^{\circ} 30'$  West three hundred thirty-five (335) feet, more or less, to a point; thence turning and running South  $03^{\circ} 15'$  West to hundred forty-five (245) feet, more or less, to a point; thence turning and running South  $89^{\circ} 30'$  West three hundred eighty-five (385) feet, more or less, to a point; thence turning and running South  $00^{\circ} 00'$  West two hundred forty-five (245) feet, more or less, to a point; thence turning and running in a general westerly direction by a bed of a stream five hundred (500) feet, more or less, to the edge of a marsh; thence generally southerly by the edge of said marsh to a pipe hub set in the ground; thence turning and running North  $89^{\circ} 25'$  East three hundred eleven and seven tenths (311.7) feet to a pipe hub set in the ground; thence turning and running South  $81^{\circ} 22'$  East three hundred four and four tenths (304.4) feet to a pipe hub set in the ground; thence turning and running South  $75^{\circ} 50'$  East three hundred four and four tenths (304.4) feet to a hub set in the ground; thence turning and running South  $64^{\circ} 37'$  East three hundred eleven and seven tenths (311.7) feet to a pipe hub set in the ground at said



Route 103; thence northeasterly by said Route 103 seventy-five (75) feet, more or less, to a point; thence North 63° 49' East by said Route 103 nine hundred ninety (990) feet, more or less, to the point of beginning.

The second lot is a triangular strip of land in said South Berwick located on the southeasterly side of said Route 103 which contains a well, bounded and described as follows:

Beginning at a pipe hub set in the ground at said Route 103 and thence running South 26° 46' East by land of Albert Pike one hundred fifty-four (154) feet to a hub set in the ground; thence turning and running South 77° 34' West by land of Maynard Corson one hundred sixty-five (165) feet, more or less, to a point; thence turning and running South 86° 02' West still by land of said Maynard Corson three hundred six (306) feet, more or less, to a point at said Route 103; thence turning and running North 63° 49' East by Route 103 four hundred forty-two (442) feet, more or less, to a hub and the point of beginning.

The first lot above described contains 52.5 acres, more or less, by estimation. The second lot above described contains 5 acres, more or less, by estimation.

Said premises are conveyed subject to and with the benefit of the following matters:

1. All restrictions, easements and encumbrances of record, so far as now in force and applicable;
2. The restriction that no buildings or structures shall be placed upon the premises without the prior written

assent of William N. Stevenson and Anna L. Stevenson, or the survivor of them, both of Kittery, York County, Maine. This restriction shall terminate upon the death of the survivor of said William N. Stevenson and Anna L. Stevenson.

3. The Right of First Refusal and Second Refusal as hereinafter set forth:

- a. The Grantee herein may not accept any offer to purchase all or a portion of said premises, nor convey or enter into a contract to convey all or a portion of said premises, without first offering to convey said premises to Anna L. Stevenson and William N. Stevenson, or the survivor of them, both of said Kittery, or if such right of First Refusal is refused by said Stevensons, or the survivor of them, then without secondly offering to convey said premises to Christopher Cullen of South Berwick, Maine, in each case on the same terms and conditions as set forth in or proposed for any such offer, conveyance or contract.
- b. Said first offer to said Stevensons or the survivor of them and such second offer to Christopher Cullen shall be in writing and sent by certified mail to their then permanent address. Said Stevensons, or the survivor of them, shall have thirty (30) days from the date of mailing said

notice to accept such offer, and if said Stevensons, or the survivor of them, refuse such offer, then Christopher Cullen shall likewise have thirty (30) days from the date of mailing such notice to him to accept such offer, any such acceptance to be in writing and to be accompanied by a form of Purchase and Sale Agreement then customarily used in South Berwick, Maine, executed by the offeree and accompanied by a deposit cheque equal to at least 10% of the offering price and calling for delivery of the deed within sixty (60) days or such other time as specified in said offer. Such Purchase and Sale Agreement shall thereupon be executed by the Grantee herein, or her successor in title, and performed according to its terms.

- c. This Right of First Refusal and Second Refusal shall run with the land and be binding on the heirs, executors, administrators, devisees and donees of the Grantee herein until such time as the offerees have failed to accept such first offer and such second offer and all or a portion of the premises are conveyed substantially in accordance therewith within six (6) months thereafter, at which time this Right of First and Second Refusal shall expire to that portion of the premises conveyed.

BOOK 2653 PAGE 72

- d. This Right of First Refusal and Second Refusal shall not restrict the Grantee herein from granting valid first mortgages on said premises to recognized lending institutions and shall not be binding on any holder of a mortgage or anyone claiming by, through or under such holder.
- e. In the event more than one of the offerees accepts the first offer, the Grantee herein shall first execute the Agreement tendered by Anna L. Stevenson and William N. Stevenson, or the survivor of them, and if none, then lastly the agreement tendered by Christopher Cullen.
- f. Any bona fide purchaser for value without knowledge to the contrary may rely on a recorded affidavit executed by the Grantee herein, or her successors in title as owners of said premises, that the terms and conditions of this Right of First Refusal and Second Refusal as herein provided have been complied with.
- g. This Right of First Refusal and Second Refusal shall terminate on the death of the last to die of Anna L. Stevenson, William N. Stevenson and Christopher Cullen.

For derivation of title see deeds from Philip E. Rowe, et ux, to Anna L. Stevenson dated July 7, 1960 and recorded in York County Registry of Deeds, Book 1428, Page 131; Anna L. Stevenson



to the Grantors herein dated June 1, 1964 and recorded in said Registry, Book 1601, Page 66; John E. Stacy, et ux. to First Federal Savings and Loan Association of Lowell dated November 24, 1965 and recorded in said Registry, Book 1690, Page 281; First Federal Savings and Loan Association of Lowell to Anna L. Stevenson dated November 29, 1965 and recorded in said Registry, Book 1691, Page 197; Anna L. Stevenson to the Grantors herein dated May 13, 1969 and recorded in said Registry, Book 1846, Page 334; Sommersworth-Rollinsford Savings Bank to these Grantors dated February 25, 1965 and recorded in said Registry, Book 1640, Page 456 as confirmed and corrected by deed dated June 22, 1965 and recorded in said Registry, Book 1661, Page 499. See also Plans Book 74, Page 36, and Book 73, Page 24, York County Registry of Deeds.

In Witness Whereof, we, Augustus P. Loring and Charles Jackson, Jr., hereunto set our hands and seals in our said capacity, this 6th day of May in the year of our Lord one thousand nine hundred and eighty.

Signed, Sealed and Delivered  
in the Presence of

Patricia Coutourmas

August P. Loring  
Augustus P. Loring, Trustee

Patricia Coutourmas

Charles Jackson, Jr.  
Charles Jackson, Jr., Trustee

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5/5/80  
GMD

BOOK 2653 PAGE 74

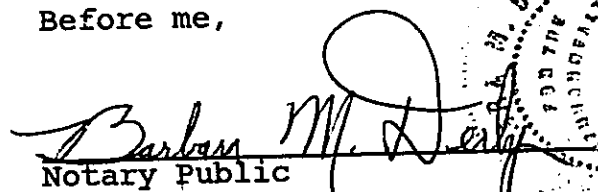
COMMONWEALTH OF MASSACHUSETTS

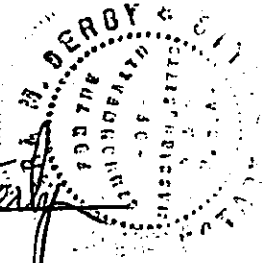
Suffolk, ss:

May 6, 1980

Then personally appeared the above named Augustus P. Loring and Charles Jackson, Jr. and acknowledged the foregoing instrument to be their free act and deed as Trustees,

Before me,

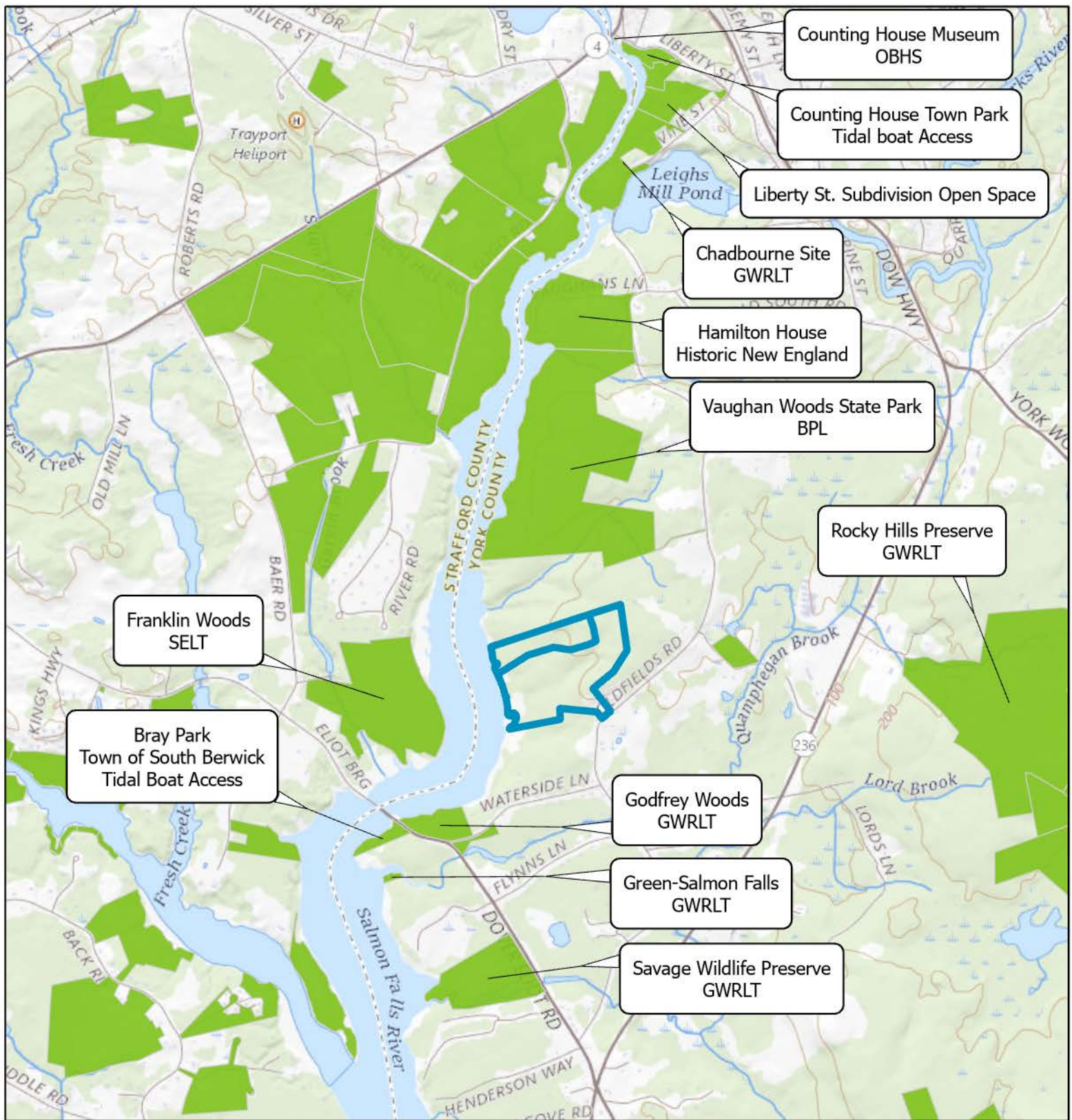
  
Notary Public



BARBARA M. DERBY  
NOTARY PUBLIC  
My commission expires July 25, 1980

York, ss.

Received MAY 19 1980 at 9h55m. A  
and recorded from the original



## Legend

- ▬ Project Area
- Conservation Lands

0 0.5 1 Miles

## Surrounding Conservation Lands

Salmon Falls Tidal Waters NAWCA Project  
South Berwick, Maine



**GREAT WORKS**  
REGIONAL LAND TRUST

January, 2023 | Prepared by D. Spaulding | Data credits: USGS, MOGIS & ESRI

TOWN COUNCIL  
*Agenda Information Sheet*

Meeting Date: 3/14/2023	UB # 2
Agenda Item: York Ambulance Association Inc. Letter	
Department Head Recommendation: Informational	
York Ambulance Association Inc. has provided the Town Manager with a letter stating their financial status and cost increases.	
<b>Town Manager's Recommendation</b>	
No action to be taken, informational only.	
Requested Action	
N/A	
Vote	





## **York Ambulance Association Inc.**

15 Salisbury Avenue  
Post Office Box 238  
York, ME 03909-0238

York Office (207) 363-4403 Fax (207) 363-2041 South Berwick (207)384-2300

### **Board Officers**

**Eric Bakke**  
President

**Tina Parsons-Lightner**  
Vice-President

**Armen Derderian**  
Treasurer

**Karen Uebele**  
Secretary

### **Board Members**

Roger Poisson

L. A. (Sonny) Perkins

Jeffrey Thurlow, MD

Wanda LeBlanc

Wendy Ryan

### **Interim**

#### **Chief of Operations**

Joshua Allen, AEMT

March 1, 2023

Tim Pellerin, Town Manager  
180 Main Street  
South Berwick, ME 03908

Dear Tim,

York Ambulance Association has proudly provided 911 ambulance service to the Town of South Berwick since 2014. Our paid crew of professional EMTs staff an ambulance based locally at 71 Norton Street 24x7x365 and responded to 761 calls in calendar year 2022. Of those 228 required Advanced Life Support.

As costs to provide service - from supplies to payroll to equipment - increased significantly over the past three years we were able to leverage programs like PPP to cover the widening gap. With Medicare reimbursement rates for EMS largely unchanged in over 20 years and our ability to bill patients with other insurance becoming more regulated, the challenge of breaking even has become increasingly difficult. A recent Blue Ribbon Commission of the Maine Legislature studying EMS found that reimbursements are not keeping pace with the cost of providing service and estimated that there will be a \$70 million shortfall in funding for EMS statewide over the next five years.

Realizing we needed assistance planning for the future York Ambulance engaged with national EMS consultants from Fitch & Associates in 2022. Fitch was hired to provide both a short and long-term plan for York Ambulance. The goal was to provide options that would make us both operationally and financially viable into the future.

A top finding of the engagement was that our existing contracts were not sustainable financially. South Berwick contributes \$93,122 annually to York Ambulance under the current contract which Fitch estimates leaves us operating at a \$185,212 loss.

Based on Fitch's findings we are requesting a new five year contract starting on 7/1/2024 with increased funding to put us in a sustainable position for the future. This contract will be capped at an annual 5% CLI increase and will allow us to implement a five year depreciation schedule.

The proposed numbers - assuming a full 5% CLI increase annually:

- FY 2024 - \$278,324
- FY 2025 - \$303,090
- FY 2026 - \$329,126
- FY 2027 - \$356,581
- FY 2028 - \$385,526

In line with other findings we have taken steps to improve our overall Operation. We increased pay rates for the crew in 2022 to maintain pace with the market, we have increased communications and transparency with your municipal leadership including Police and Fire and we have addressed staffing levels and leadership concerns with our team. Moving forward we will work with local Legislators to ensure we are aware of available funding opportunities that arise from the Blue Ribbon study, will continue to work with your local leaders to ensure we are meeting your needs, and work as an organization to continue providing the level of service and care South Berwick residents can expect when they dial 911 for a medical emergency.

Thank You

Eric Bakke  
President, Board of Directors  
York Ambulance Association



TOWN COUNCIL

***Agenda Information Sheet***

Meeting Date: 3/14/2023	UB # 3
Agenda Item: Punkintown Business Park Omnibus (fka Punkin Town Road and CMP Corridor Omnibus) Municipal Tax Increment Financing (TIF) District and Development Program Second Amendment (AMD-2)	
Department Head Recommendation:	
The Maine Department of Economic and Community Development reviewed and effective March 8, 2023, APPROVED the application to amend the Punkintown Business Park Omnibus (fka Punkin Town Road and CMP Corridor Omnibus) Municipal Tax Increment Financing (TIF) District and Development Program Second Amendment (AMD-2).	
Town Manager's Recommendation	
No action to be taken, informational only.	
Requested Action	
N/A	
Vote	





STATE OF MAINE  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT



JANET T. MILLS  
GOVERNOR

HEATHER JOHNSON  
COMMISSIONER

March 8, 2023

Timothy Pellerin  
Town Manager  
TOWN OF SOUTH BERWICK  
180 Main Street  
South Berwick, Maine 03908-1535

RE: Punkintown Business Park Omnibus (fka Punkin Town Road and CMP Corridor Omnibus) Municipal  
*Tax Increment Financing* (TIF) District and Development Program *Second Amendment* (AMD-2)

**A P P R O V E D**

Dear Mr. Pellerin,

The Maine Department of Economic and Community Development (DECD) reviewed and EFFECTIVE TODAY APPROVED the application to amend the above-referenced Municipal TIF District and Development Program (Program). Based on the application, DECD notes/approves:

- a. Rename District and Development Program to Punkintown Business Park Omnibus;

Per the original District designation of August 10, 2010, and the original Program designation of February 22, 2011, and previous amendment approvals, DECD restates:

- b. District term of 30 years, ending June 30, 2040;
- c. District total taxable Original Assessed Value of \$3,808,900, consisting of \$X3,808,900 for real property and \$0 for personal property, as of March 31, 20210 (April 1, 2009)—acreage 194.1;
- d. Real and personal property Increased Assessed Value (IAV) capture of 100%;
- e. District revenues deposited/held in a dedicated Development Program Fund account, applied ONLY toward approved activities/projects due completion BEFORE/BY JUNE 30, 2040, consisting of [a]:
  - i) Project Cost account[s] to reimburse Company/Developer for costs authorized by 30-A M.R.S.A. § 5225(1)(A) and DECD rules as amended from time to time AND/OR fund public activities/projects,
  - ii) Sinking Fund Account to retire associated public debt, if any;
- f. Company/Developer payments, within sole Town Council discretion, are limited to incremental taxes from NEW actual value and may include up to 75% reimbursement for a term up to 20 years, during District term;
- g. AFTER EXECUTION, TOWN MUST FORWARD A COPY of any associated credit enhancement agreement and its amendment(s) or assignment(s) to DECD—enclosing completed matching **Application Cover Sheet** with detailed private project description and (if Company and not Developer) **Employment Goals Form**;
- h. Any non-captured incremental property values resulting in General Fund revenue/deposits MUST be included/reported with Town equalized assessed value;
- i. Any future amendment MUST comply with 30-A M.R.S.A. §§ 5221-5235 and DECD rules;
- j. When District expires, or is terminated, SOUTH BERWICK MUST NOTIFY DECD IN WRITING.

As further described in the Program, Town revenue allocation projected at \$4,635,719 may facilitate funding for an estimated \$163,695,500 in public costs and associated debt—if any. This funding MUST comply with already established South Berwick appropriation process—with activities/projects due



JANET T. MILLS  
GOVERNOR



HEATHER JOHNSON  
COMMISSIONER

completion BEFORE/BY JUNE 30, 2040. DECD restates/approves public activities/projects costs listed below, with AMD-2 changes/additions\* underlined:

**WITHIN DISTRICT**

- k. 3-Phase Power installation \$37,500;
- l. Cable fiber installation \$3,000;
- m. Reimbursement agreements with and associated payments to companies/developers, as outlined in the Program \$5,000,000;
- n. Professional and administrative costs \$580,000;
- o. Prorated assessing services relating to TIF District \$300,000;
- p. District capital improvements cost including land acquisition, redevelopment costs to develop a business technology park, arts business neighborhood, and/or municipally funded commercial buildings such as co-working space \$5,000,000;

**WITHIN DISTRICT/MUNICIPALITY**

- q. Prorated salary and overhead costs of an Economic & Community Development Director for general economic development work and for District-specific efforts \$4,200,000;
- r. Prorated salary and overhead costs of economic development support staff for general economic development work and for District-specific efforts \$1,500,000;
- s. Town Economic & Community Development Department programming and operations funding for general economic development work and for District-specific efforts \$3,000,000;
- t. Prorated salary and overhead costs associated with Town Manager, Town Manager's Executive Assistant, Town Planner's and Finance Director's efforts related to general economic development activities and District-specific efforts \$3,200,000;
- u. Legal costs related to TIF and consultant services costs related to TIF, general economic development and District-specific efforts \$150,000;
- v. Broadband and fiber expansion and facilities/construction/design costs within District, including prorated costs of creating free Wi-Fi for an area of Town for business/commercial users \$2,000,000;

**WITHIN/OUTSIDE DISTRICT 0**

- w. Road improvements of traffic light and turning lane to serve business park/Construction and relocation of Punkintown Road to service business park \$3,000,000;
- x. Water/sewer improvements to serve business park \$200,000; Ψ
- y. Prorated capital, borrowing or leasing costs of Town equipment related to new District commercial/business development to enhance ability to provide better, year-round conditions for businesses to thrive \$4,750,000; Ψ
- z. Sidewalk rehabilitation/extension, parking and connectivity improvements related to design and construction, ADA adjustments, lighting, crosswalks and curb \$5,000,000; Ψ
- aa. Parking improvements to facilitate access to District as it relates to District's commercial/business development, including acquisition of land, design, construction, and other associated costs within and outside District so long as costs are directly related to or made necessary by District commercial/industrial development \$4,000,000; ‡
- bb. Costs associated with municipal/private partnerships for pedestrian access and parking to businesses within District or outside the District as it relates to District commercial/industrial operation \$1,000,000;
- cc. Design and construction of moving various utilities underground within District and outside District to extent directly related to or made necessary by District commercial/business establishment or operation \$3,000,000;
- dd. Road and intersection improvement costs related to commercial/industrial District development including design and construction of street and intersection improvements/reconstruction, signal adjustments and traffic calming improvements \$20,000,000; Ψ
- ee. Design, construction, and other work associated with installation of three-phase power to serve commercial users, located within the District or outside the District but directly related to or made necessary by the District commercial/industrial development \$5,000,000; Ψ
- ff. Fund construction of and associated construction costs for a Town owned highway garage on a prorated cost basis as it relates to the District's new commercial/industrial development need \$200,000;



JANET T. MILLS  
GOVERNOR



HEATHER JOHNSON  
COMMISSIONER

#### OUTSIDE DISTRICT ◊

- gg. Road Intersection Improvements/Public Safety upgrades to Route 4 intersection approaching District \$750,000;
- hh. Portage to future approved Downtown TIF District project costs, to mitigate adverse impact of this District, as it complies with MRS 30-A §5225 (1)(B)(3) 10,000,000;

#### WITHIN MUNICIPALITY

- ii. Economic Development Program funding of contracted services including marketing efforts and material and staff support (prorated where applicable), the development of a marketing plan and other related Planning and Economic Development operating expenses \$1,200,000;
- jj. Permanent economic development revolving loan fund program per § 5225(1)(C)(3) for costs authorized by 30-A M.R.S.A. § 5225 and DECD rules as amended from time to time \$1,000,000;
- kk. Economic Development Signage Program \$5,000;
- ll. Costs of economic development planning studies and plans/Funding the marketing of Town as an arts and business location \$500,000;
- mm. Capitalize/fund a permanent revolving loan fund for businesses as it relates to economic development for costs authorized by 30-A M.R.S.A. § 5225 and DECD rules as amended from time to time \$1,500,000;
- nn. Marketing Town as a business or arts location for economic development tourism \$1,500,000;
- oo. Fund economic development events \$300,000;
- pp. Grant match funding for state and federal grants, as it relates to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$1,000,000;
- qq. Economic development grant match funding related to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$10,000,000;
- rr. Create/support economic development opportunities related to local agriculture such as a year-round Farmers' Market and other agricultural opportunities \$500,000;
- ss. Costs of Town's economic development annual contribution to So Bo Central corporation \$750,000;
- tt. Costs of Town's share of various economic development membership dues supporting economic development and business promotion projects \$270,000;
- uu. Town's share of costs related to marketing town as a business locations and prorated staffing salaries related to economic development programming and operation, and for membership dues costs for

regional area economic development corporations \$150,000;

- vv. Transit service capital costs for new or expanded transit services allowable pursuant to MRS Title 30-A §5225 (1)(C)(7)(a) including transit vehicles such as buses, ferries, vans, rail conveyances and related equipment; bus shelters and other transit-related structures; & benches, signs and other transit-related infrastructure \$1,700,000; x
- ww. Geographic Information System (GIS) mapping capital improvement program to support ongoing maintenance and upgrade of infrastructure, related to economic development and to provide enhanced services to commercial users within District, to be prorated to commercial uses \$500,000;
- xx. Cost of funding an economic development program of improvements, facilities for economic development tourism and destination attraction including kiosks, public space improvements for concerts and events which include sounds systems and stages \$2,000,000; †

#### WITHIN/OUTSIDE DISTRICT ◊/WITHIN MUNICIPALITY

- yy. Bicycle and pedestrian residential-to-business community connections and improvements related to trails having significant potential to promote economic development as allowed pursuant to MRS 30-A (1)(C)(6) \$2,000,000; ◊
- zz. Streetscape improvements in District, or outside District as it directly relates to or made necessary by District establishment and operation, including benches, sidewalks and lighting, along with gateway/signage/way-finding system as it relates to marketing Town as a business location and façade improvement program \$2,000,000;
- aaa. Stormwater and drainage improvements to rehabilitate existing drainage to accommodate new District business development/Permit design and construction of new stormwater drainage system including but not limited to infrastructure within District or outside District as necessary to support these infrastructure systems within District related to commercial users \$13,200,000 Ψ; \$13,200,000; Ψ
- bbb. Sewer Infrastructure improvement costs of sewer lines, sewer services, and any sewer related improvements within District or outside District but directly related to or made necessary by District commercial/industrial development \$30,000,000;



JANET T. MILLS  
GOVERNOR



HEATHER JOHNSON  
COMMISSIONER

ccc. Energy generation and transmission related to electrical vehicle charging stations in commercial areas for commercial uses or related to such activities/Wireless power transmission and other energy generation and transmission projects for commercial uses or related to such activities \$5,000,000;

ddd. Construction or operation costs of a public safety facility, the need for which is related to general economic development within Town, not to exceed 15% of District CAV/Costs related to fire & rescue

equipment and infrastructure made necessary by District commercial growth \$5,000,000;

eee. Funds/costs of services and equipment to provide skills development and training for jobs created or retained in Town \$750,000;

fff. Costs related to environmental improvements for commercial use or related to such activities, fisheries and wildlife or marine resources projects as defined by MRS 30-A §5222 (10-A), or employment training within municipality \$1,000,000.

DECD notes while the Program may list multiple statutory citations with the public project costs in the application, not all citations apply to all activities/projects described within each cost description. South Berwick is obligated to verify proper authorization for each project cost to be undertaken. DECD advises Town to plan for debt retirement to coincide with District term end of June 30, 2040.

Please contact Development Program Officer Tina Mullins with questions about this certification. The Department extends best wishes for the District's success.

Sincerely,

Heather Johnson  
Commissioner

cc: via e-mail only

Senator Mark W. Lawrence (SD-35)—131<sup>st</sup> Legislature  
Representative Tiffany Roberts (HD-149)—131<sup>st</sup> Legislature  
Representative Michele Meyer (HD-150)—131<sup>st</sup> Legislature  
Peter Lacy, MRS Property Tax Division Director  
Verna Sharpe, South Berwick Assessor  
Amanda J. Methot, Bernstein, Shur, Sawyer & Nelson, P.A.

◇ To the extent a project is outside the District, South Berwick must prorate/allocate costs not directly related to or made necessary by establishment/operation of this District to other funding sources.

\* AMD-2 added projects are common to development programs of South Berwick Transit-Oriented Omnibus district.

EXCLUDING FOLLOWING COSTS/FUNDING:

Φ Public park(s) as it relates to MRS 30-A, § 5225(2)

Ψ Private residential distribution line(s)

× § 5225(1)(A)(1)(a)(i), (8) and (C)(7)(b) Transit-Oriented Development projects

‡ Unauthorized project costs as defined under 30-A M.R.S.A 5225 (2)



## MTIF: Application Synopsis for Commissioner Consideration

### ■ DISTRICT DATA: PREVIOUS DATA GRAY

MUNICIPALITY	South Berwick		COUNTY	York		TERM	30	
DISTRICT NAME	Punkintown Business Park Omnibus fka Punkin Town Road and CMP Corridor Omnibus							
ORIGINAL DISTRICT (OD): Y/N		N		AMENDED: Y/N		Y	# AMD	2
DOWNTOWN EXEMPT: Y/N		N		PAPER MILL EXEMPT: Y/N		N	RP/PP CAPTURE	100%
APPLICATION BASIS		Rename District/Development Program from Punkin Town Road and CMP Corridor Omnibus to Punkintown Business Park Omnibus and to add municipal public project costs. AMD-2 Town approved December 27, 2022.						
HISTORY		[3/31/2020] AMD-1: To clarify and expand certain OD listed project and to authorize debt service payments on bond issued in association with the Program project costs. AMD-1 Town approved February 11, 2020.  [8/27/2010 District approval, 3/7/2011 Program Approval] OD: To finance various municipal economic development projects, including District infrastructure improvements, and to attract developers to the District by capitalizing on CMP's Transmission Corridor upgrades (no CEA). District encompassing rights of ways for CMP Transmission corridor and three privately owned commercial business park parcels.						
TERM DATES		START: During FY 2011, with Commissioner's Program approval letter.			END: July 1, 2039- June 30, 2040 (FY 2040)			
DESIGNATION DATE OF ORIGINAL DISTRICT:				August 10, 2010				
DESIGNATION DATE OF ORIGINAL DEVELOPMENT PLAN:				February 22, 2011				

Increased Assessed Value (IAV); Real/Personal Property (RP/PP)

### ■ COMPANY OR DEVELOPER DATA

<b>ENTITY/ADDRESS</b>	TBD
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Company (CO); Developer (DEV)

### ■ STATUTORY REQUIREMENTS

<b>WITHIN ACREAGE CAP?</b>	194.1	Y	<b>MUNICIPAL BONDS ISSUED? Y/N/MAY</b>	M
<b>ON SUITABLE PROPERTY?</b>		Y	<b>TAX SHIFTS CALCULATED?</b>	Y
<b>OAV CERTIFIED?</b>	OD: \$3,808,900 (3/31/2010)	Y	<b>PUBLIC NOTICE AND HEARING?</b>	Y
<b>WITHIN VALUE CAP?</b>		Y	<b>PASSED BY MAJORITY VOTE? 4/0</b>	Y

\*Downtown; Transit-Oriented Development; Community Wind Power; Single Taxpayer/High Valuation exemptions may apply (EX\*).

### ■ PLANNED REVENUE DISTRIBUTION

<b>TO GENERAL FUND (NON-TIF)?</b>	\$0				
<b>FOR MUNICIPAL DEBT?</b>	TBD	<b>IF AMD, ANY BONDS TO DATE?</b>	No		
<b>FOR CREDIT ENHANCEMENT AGREEMENT?</b>	TBD/none as of AMD-2	Omnibus	Y	<b>TIF Policy</b>	
<b>REIMBURSEMENT SCHEDULE</b>	Omnibus: Up to 75% of Developer's paid taxes from the project/property for a term up to a maximum of 20 years, within Town Council discretion.				
<b>FOR BONA-FIDE ECONOMIC DEVELOPMENT?</b>		\$2,778,922	Actual FY 2011-2023		
		\$1,856,797	Projected FY 2024-2040		
		\$4,635,719	Total		

## MTIF: Application Synopsis for Commissioner Consideration

PUBLIC PROJECTS/COSTS	<p><del>[\$21,775,500</del> <u>\$163,695,500]</u> AMD-2* changes <u>underlined</u>.</p> <p>(T1) 3-Phase Power installation \$37,500; Cable fiber installation \$3,000; Reimbursement agreements with and associated payments to companies/developers, as outlined in the Program \$5,000,000; Professional and administrative costs \$580,000; <u>Prorated assessing services relating to TIF District \$300,000; District capital improvements cost including land acquisition, redevelopment costs to develop a business technology park, arts business neighborhood, and/or municipally funded commercial buildings such as co-working space \$5,000,000;</u></p> <p>(T1/T2) Road improvements of traffic light and turning lane to serve business park/Construction and relocation of Punkintown Road to service business park \$3,000,000; Water/sewer improvements to serve business park \$200,000 <math>\Psi</math>; <u>Prorated capital, borrowing or leasing costs of Town equipment related to new District commercial/business development to enhance ability to provide better, year-round conditions for businesses to thrive \$4,750,000 <math>\Psi</math>; Sidewalk rehabilitation/extension, parking and connectivity improvements related to design and construction, ADA adjustments, lighting, crosswalks and curb \$5,000,000 <math>\Psi</math>; Parking improvements to facilitate access to District as it relates to District's commercial/business development, including acquisition of land, design, construction, and other associated costs within and outside District so long as costs are directly related to or made necessary by District commercial/industrial development \$4,000,000<math>\pm</math>; Costs associated with municipal/private partnerships for pedestrian access and parking with businesses in District or outside the District as it relates to District commercial/industrial operations \$1,000,000; Design and construction of moving various utilities underground within District and outside District to extent directly related to or made necessary by District commercial/business establishment or operation \$3,000,000; Road and intersection improvement costs related to commercial/industrial District development including design and construction of street and intersection improvements/reconstruction, signal adjustments and traffic calming improvements \$20,000,000 <math>\Psi</math>; Design, construction, and other work associated with installation of three-phase power to serve commercial users, located within the District or outside the District but directly related to or made necessary by the District commercial/industrial development \$5,000,000 <math>\Psi</math>; Fund construction of and associated construction costs for a Town owned highway garage on a prorated costs basis as it relates to the District's new commercial/industrial development need \$200,000;</u></p> <p>(T1/T3) <u>Prorated salary and overhead costs of an Economic &amp; Community Development Director for general economic development work and for District-specific efforts \$4,200,000; Prorated salary and overhead costs of economic development support staff for general economic development work and for District-specific efforts \$1,500,000; Town Economic &amp; Community Development Department programming and operations funding for general economic development work and for District-specific efforts \$3,000,000; Prorated salary and overhead costs associated with Town Manager, Town Manager's Executive Assistant, Town Planner's and Finance Director's efforts related to general economic development activities and District-specific efforts \$3,200,000; Legal costs related to TIF and consultant services costs related to TIF, general economic development and District-specific efforts \$150,000; Broadband and fiber expansion and facilities/construction/design costs within District, including prorated costs of creating free Wi-Fi for an area of Town for business/commercial users \$2,000,000;</u></p> <p>(T1/T2/T3) <u>Bicycle and pedestrian residential-to-business community connections and improvements related to trails having significant potential to promote economic development as allowed pursuant to MRS 30-A (1)(C)(6) \$2,000,000 <math>\Phi</math>; Streetscape improvements in District, or outside District as it directly relates to or made necessary by District establishment and operation, including benches, sidewalks and lighting, along with gateway/signage/way-finding system as it relates to marketing Town as a business location and façade improvement program \$2,000,000; Stormwater and drainage improvements to rehabilitate existing drainage to accommodate new District business development/Permit design and construction of new stormwater drainage system including but not limited to infrastructure within District or outside District as necessary to support these infrastructure systems within District related to commercial users \$13,200,000 <math>\Psi</math>; Sewer Infrastructure improvement costs of sewer lines, sewer services, and any sewer related improvements within District or outside District but directly related to or made necessary by District commercial/industrial development \$30,000,000; Energy generation and transmission related to electrical vehicle charging stations in commercial areas for commercial uses or related to such activities/Wireless power transmission and other energy generation and transmission projects for commercial uses or related to such activities \$5,000,000; Construction or operation costs of a public safety facility, the need for which is related to general economic development within Town, not to exceed 15% of District CAV/Costs related to fire &amp; rescue equipment and infrastructure made necessary by District commercial growth \$5,000,000;</u></p>
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## MTIF: Application Synopsis for Commissioner Consideration

(T2) Road Intersection Improvements/Public Safety upgrades to Route 4 intersection approaching District \$750,000; Portage to future approved Downtown TIF District project costs, to mitigate adverse impact of this District, as it complies with MRS 30-A §5225 (1)(B)(3) 10,000,000;

(T3) Economic Development Program funding of contracted services including marketing efforts and material and staff support (prorated where applicable), the development of a marketing plan and other related Planning and Economic Development operating expenses \$1,200,000; Permanent economic development revolving loan fund program per § 5225(1)(C)(3) for costs authorized by 30-A M.R.S.A. § 5225 and DECD rules as amended from time to time \$1,000,000; Economic Development Signage Program \$5,000; Costs of economic development planning studies and plans/Funding the marketing of Town as an arts and business location \$500,000; Capitalize/fund a permanent revolving loan fund for businesses as it relates to economic development for costs authorized by 30-A M.R.S.A. § 5225 and DECD rules as amended from time to time \$1,500,000; Marketing Town as a business or arts location for economic development tourism \$1,500,000; Fund economic development events \$300,000; Grant match funding for state and federal grants, as it relates to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$1,000,000; Economic development grant match funding related to 30-A M.R.S.A. §§ 5221-5235 economic development activities \$10,000,000; Create/support economic development opportunities related to local agriculture such as a year-round Farmers' Market and other agricultural opportunities \$500,000; Costs of Town's economic development annual contribution to So Bo Central corporation \$750,000; Costs of Town's share of various economic development membership dues supporting economic development and business promotion projects \$270,000; Town's share of costs related to marketing Town as a business location and prorated staffing salaries related to economic development programming and operation, and for membership dues costs for regional area economic development corporations \$150,000; Transit service capital costs for new or expanded transit services allowable pursuant to MRS Title 30-A §5225 (1)(C)(7)(a) including transit vehicles such as buses, ferries, vans, rail conveyances and related equipment; bus shelters and other transit-related structures; and benches, signs and other transit-related infrastructure \$1,700,000x; Geographic Information System (GIS) mapping capital improvement program to support ongoing maintenance and upgrade of infrastructure, related to economic development and to provide enhanced services to commercial users within District, to be prorated to commercial uses \$500,000; Funds/costs of services and equipment to provide skills development and training for jobs created or retained in Town \$750,000; Costs related to environmental improvements for commercial use or related to such activities, fisheries and wildlife or marine resources projects as defined by MRS 30-A §5222 (10-A), or employment training within municipality \$1,000,000; Cost of funding an economic development program of improvements, facilities for economic development tourism and destination attraction including kiosks, public space improvements for concerts and events which include sounds systems and stages \$2,000,000‡.

**EXCLUDING ANY COSTS/FUNDING FOR:**

- Φ Public park(s) as it relates to MRS 30-A, § 5225(2)
- Ψ Private residential distribution line(s)/benefit residential users
- × § 5225(1)(A)(1)(a)(i), (8) and (C)(7)(b) Transit-Oriented Development projects
- ‡ Unauthorized project costs as defined under 30-A M.R.S.A 5225 (2)

Projects unique to this District/Program? ☐ YES ☒ NO

\*AMD-2 added projects are common to development program of South Berwick Transit-Oriented Omnibus district.

Over TIF Term (OTT); §5225(1) (A-C) = Tier (T) 1-3

### ■ STAFF RECOMMENDATION

<b>DEVELOPMENT PROGRAM OFFICER (DPO) REVIEWED APPLICATION AND OFFERS THIS OPINION:</b>	Recommend approval to the best of my knowledge; no concerns.		
<b>DPO RECOMMENDS COMMISSIONER APPROVAL? Y/N/OTHER</b>	Y	T.M.	3/8/2023
<b>APPLICATION RECEIPT DATE</b>	1/5/2023	<b>CHECK AFTER DATA ENTRY</b> <input type="checkbox"/>	

Form revised 6/4/19.



TOWN COUNCIL  
***Agenda Information Sheet***

Meeting Date: February 28, 2023	NB #1
Agenda Item: Planning Board resignation	
Staff Recommendation:	
Town Manager's Recommendation:	
Requested Action:	
Motion & vote to accept Burnell Bailey's resignation from the Planning Board.	
Vote	





TOWN COUNCIL

***Agenda Information Sheet***

Meeting Date: Feb 28, 2023	NB #2
Agenda Item: Planning Board Member	
Staff Recommendation:	
<p>Chris Prunier is currently an alternate Planning Board Member and wishes to take the seat vacated by Burnell Bailey.</p> <p>The Planning Board would then have a full five-member board, with two alternate seats available.</p>	
Town Manager's Recommendation:	
Requested Action:	
<p>Appoint Chris Prunier to the Planning Board as a full voting member with a term to expire June 30, 2024</p>	
Vote	





# *Town of South Berwick*

## *Planning Department*

180 MAIN STREET  
SOUTH BERWICK, MAINE 03908

TEL. 207-384-3012

To: South Berwick Town Council  
From: South Berwick Planning Board  
Date: 2/16/2023

RE: MS4 Stormwater Ordinance Changes

On January 4th the Planning Board heard a presentation from Kristie Rabasca regarding required ordinance changes to comply with our MS4 permit along with a general recommendation to put the Low-Impact Development ordinance changes on hold until Summer or Fall of 2023 because the DEP is currently making changes to Chapter 500 which may affect our LID standards. The Planning Board voted to send a recommendation to the Town Council to adopt the changes as presented with one minor change and general commentary as noted below. A copy of Kristie's December 30, 2022, memo is attached for reference. The December 30th memo offers a clear path forward.

In summary, the required changes affect the following chapters of the South Berwick Code:

1. Chapter 96 - Non-Stormwater Discharge Changes
2. Chapter 108 - Post-Construction Stormwater Management
3. Chapter 121 - Subdivision of Land
4. Chapter 140 - Zoning

After deliberations with Kristie, the Planning Board discussed the process for adopting ordinances. Accordingly, the planning Board conducted a public hearing on February 15<sup>th</sup>. At the conclusion of the public hearing the voted to send the proposed changes to the Town Council.

In making this recommendation, the planning Board did make one change on page 5 changing definition of Qualified Post Construction Inspector to include a restriction that the inspector does not have any ownership, or financial interest in the infrastructure being inspected. Also, in the context of revisions to Chapter 108 the Planning Board would strongly recommend that the Council review the current impact fee structure as contained within the ordinances to make sure they are up-to-date and sufficient. The Planning Board has been reviewing multiple subdivision applications, some of them being rather large, and feel that the Town could be taking on an inordinate amount of work and record keeping complying with these imposed requirements.

Sincerely,

Greg Zinser, Chair



South Berwick Town Council  
180 Main Street  
South Berwick, ME 03908

January 9, 2023

**Subject: MS4 Stormwater Ordinance changes required to be implemented by 6/30/2023, and Low Impact Development Changes update – For Town Council Consideration.**

Dear Council Members:

This letter provides materials related to three ordinance changes required by the General Permit for Stormwater Discharges from the Municipal Separate Storm Sewer Systems (MS4s), as well as an update related to a fourth ordinance change for Low Impact Development.

**Changes required by 6/30/2023:** The changes listed below are required to be updated by June 30, 2023:

1. amend Chapter 96 Non-Stormwater Discharge to require timely removal of non-stormwater discharges from the Town's separated storm drain system,
2. amend Chapter 108 Post-Construction Stormwater Management to require timely maintenance of private stormwater infrastructure after construction and updating schedules for enforcement, and
3. adopt specific erosion and sedimentation control standards for proposed developments (affecting Chapter 121 Subdivision and Chapter 140 Zoning).

Integrated Environmental provided a brief overview of these requirements to the Town Council at their March 8, 2022 meeting, and more detailed overviews to the Planning Board at their April 20, 2022 and 1/4/2023 meetings. The redline strikethrough proposal attached to this letter addresses the comments provided by the Planning Board, and are being provided to the Town Council at the Planning Board's request.

Because these changes must be codified by 6/30/2023, we suggest the Town Council review them at their earliest convenience.

**LID Ordinance Change Updates:** On 8/17/2022 we held a brief workshop with the Planning Board to review the MS4 requirements to adopt Low Impact Development Standards. We presented a draft set of standards that the Town intended to adopt, which the Planning Board sent to the Town Council. The Town Council gave preliminary approval of these, and they were subsequently sent to the Maine Department of Environmental Protection (DEP) for Clean Water Act-based Public Comment. Maine DEP sent these out for Public Comment in September 2022. Though there were comments from Friends of Casco Bay on the standards, the Maine DEP approved the Town's submittal without change.

The DEP approval letter provided to the Town stated:



*The Department has no objection to the proposal as written. However, the Department would like the Town to be aware that the Department is in the process of commencing rulemaking to revise 06-096 Chapter 500, Stormwater Management. The rulemaking process will include stakeholder meetings to receive input from regulated entities, consulting firms, non-governmental organizations and other interested parties. Kerem Gungor in the Bureau of Land Resources will be the Department contact for this rulemaking and he will be reaching out to stakeholders for their participation in early to mid-March 2023.*

*The final rule is likely to contain clear, specific and measurable LID measures and techniques that the Town may want to incorporate into the final LID Ordinance to clarify expectations and the enforceability of the ordinance.*

Although the Town is clear to commence adoption of these standards, the Town may want to wait to adopt the LID changes until the Chapter 500 Rulemaking process has progressed so they can ensure there are no conflicts between the LID standards proposed by the Town and the LID standards that may be adopted statewide.

At the Planning Board 1/4/2023 meeting, Integrated Environmental recommended the Town hold on any LID ordinance changes until the summer of 2023. This will allow the Town to assess what the schedule and scope of the Chapter 500 changes will be, and may avoid any potential conflicts between the Town's proposed LID standards, and the Chapter 500 LID standards.

**Closing:** I plan to attend any subsequent meetings to assist in the understanding of these changes.

If/when the proposed changes are acceptable to the council, we suggest the Council hold a public hearing for the three changes required to be implemented by 6/30/2023, but hold on the LID ordinance changes until approximately August 2023.

If you have any questions about this information or need changes in advance of the meetings, please let me know. I can be reached at 207-415-5830 or via email [krabasca@integratedenv.com](mailto:krabasca@integratedenv.com).

Sincerely,

***Integrated Environmental Engineering, Inc.***



Kristie L. Rabasca, P.E.

Attachments: Redline Strikeout proposed changes to South Berwick Code to address MS4 General Permit requirements.

# **1/9/2023 PROPOSED CHANGES TO SOUTH BERWICK CODE TO ADDRESS MS4 REQUIREMENTS BY 6/30/2023**

## **CHAPTER 96 NON-STORMWATER DISCHARGE CHANGES**

Non-stormwater discharge prohibitions have been part of the Town's code since 2006 to ensure that pollutants are not discharged into the storm drain system (either by dumping or by direct connection).

The 2022 MS4 General Permit requires that an illicit discharge into the storm drain system is eliminated as expeditiously as possible, and that if elimination is not possible within 60 days of discovery that the discharge be eliminated in accordance with a schedule that is approved by the Code Enforcement Office.

We have updated § 96-8 Enforcement and some definitions in § 96-2, and the Statutory authority section in § 96-10.

Proposed new text is shown as italics and underlined. Proposed text for deletion is shown in strikethrough.

### **§ 96-2. Definitions.**

**REGULATED SMALL MS4** — Any small municipal separate storm sewer system (MS4) regulated by the State of Maine general permit for the discharge of stormwater from small municipal separate storm sewer systems, ~~dated June 3, 2003~~ renewed October 15, 2020, modified November 23, 2021 including any amendment or renewal thereof, ("general permit"), including all those located partially or entirely within an urbanized area (UA) and those additional small MS4s located outside an UA that as of the issuance of the general permit have been designated by the DEP as regulated small MS4s.

**URBANIZED AREA (UA)** — The areas of the State of Maine so defined by the ~~latest~~ inclusive sum of the 2000 decennial census and the 2010 decennial census by the U.S. Bureau of the Census.

### **§ 96-8. Enforcement.**

#### **A. Notice of violation.**

- (1) Whenever the enforcement authority believes that a person has violated this chapter, the enforcement authority may order compliance with this chapter by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:
  - (a) The elimination of non-stormwater discharges to the storm drainage system as expeditiously as possible, including, but not limited to, disconnection of the premises from the MS4;
  - (b) The cessation of discharge practices or operations in violation of this section;

- (c) At the person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of non-stormwater discharges to the storm drainage system and the restoration of any affected property; and/or
  - (d) The payment of fines, of the municipality's remediation costs, and of the municipality's reasonable administrative costs and attorneys' fees and costs.
- (2) If abatement of a violation and/or restoration of affected property is required, or if elimination of the Non-Stormwater Discharge is not possible within 60 days of identification of the source, the notice shall set forth a deadline within which such elimination, abatement, or restoration must be completed.

**§ 96-10. Statutory authority.**

The Town of South Berwick enacts this chapter pursuant to 30-A M.R.S.A. § 3001 (municipal home rule ordinance authority), 38 M.R.S.A. § 413 (the "Wastewater Discharge Law"), 33 U.S.C. § 1251 et seq. (the "Clean Water Act"), and 40 CFR Part 122 [U.S. Environmental Protection Agency's regulations governing the National Pollutant Discharge Elimination System ("NPDES")]. The Maine Department of Environmental Protection, through its promulgation of the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems ~~dated June 3, 2003~~, has listed the Town of South Berwick as having a regulated small municipal separate storm sewer system ("small MS4"); under this General Permit, listing as a regulated small MS4 necessitates enactment of this chapter as part of the municipality's stormwater management program.

## **CHAPTER 108 POST-CONSTRUCTION STORMWATER MANAGEMENT CHANGES**

Chapter 108 Post-Construction Stormwater Management requirements have been part of the Town's code since 2009 to ensure that stormwater infrastructure that is owned by private developments is inspected and maintained. This portion of the Town's code requires maintenance in accordance with a Post-Construction Stormwater Plan, annual inspections on the infrastructure and certification annually to the Town that the system has been maintained, inspected and is functioning as intended.

The 2022 MS4 General Permit requires that we update this ordinance to ensure any corrective measures identified by the owner or inspector are implemented within 60 days of identification or if that is not possible, in accordance with a schedule that is approved by the Code Enforcement Office.

The 2022 MS4 General Permit also requires that any inspector (whether the Owner/Operator or a third-party) be a Qualified Inspector and that a copy of the inspection report be provided to the Town.

At the 1/4/2023 Planning Board meeting, the Board asked that the Definition of Qualified Post Construction Inspector include a restriction that the inspector not have any ownership or financial interest in the infrastructure being inspected. This restriction has been adopted by other MS4 municipalities to ensure an objective inspection is conducted. This change has been added here for Council consideration.

Additionally at the 1/4/2023 Planning Board meeting, the Board questioned the impact of this ordinance on Town staff. Section 108-5 of this Chapter requires commercial, industrial and retail developments to pay a fee at the time of application equal to 1.0% of the total infrastructure costs including but not limited to: roads, utilities and stormwater management features. The fee is intended to cover the cost of Town staff sending out reminder emails that the annual certification and report are due, reviewing the certifications and reports, and following up with any required maintenance. Chapter 121 for Subdivisions also requires the 1% fee (Section 121-7 Performance Guarantees). The specific language from Chapter 108 regarding the fee is provided below in the event the Council elects to adjust the fee.

Finally, we are updating several definitions, we are removing the requirement for the annual certification to be notarized, and we have updating the Statutory authority section.

The proposed changes to the affected sections of the Chapter 108 are presented below:

### **§ 108-3. Terms defined.**

**REGULATED SMALL MS4** — Any small municipal separate storm sewer system (MS4) regulated by the State of Maine general permit for the discharge of stormwater

from small municipal separate storm sewer systems, ~~dated June 3, 2003 renewed October 15, 2020, modified November 23, 2021 including any amendment or renewal thereof~~; ("general permit"), including all those located partially or entirely within an urbanized area (UA) and those additional small MS4s located outside an UA that as of the issuance of the general permit have been designated by the DEP as regulated small MS4s.

QUALIFIED POST-CONSTRUCTION STORMWATER INSPECTOR — A person who conducts post-construction stormwater management facilities inspections for compensation and who has received a Certification in Inspection and Maintenance of Stormwater BMPs from the Maine Department of Environmental Protection or is a Professional Engineer in the State of Maine with an understanding of stormwater infrastructure and its required maintenance. The Inspector shall not have any ownership or financial interest in the property being inspected nor be an employee or partner of any entity having an ownership or financial interest in the property.

#### **§ 108-5. Plan approval required.**

##### **C. Required actions at time of application; fees.**

- (1) At the time of application for approval of the post-construction management plan (whether under this or another ordinance), the applicant shall:
  - (a) Notify the Planning Board and the Public Works Director if its postconstruction stormwater management plan includes any BMP(s) that will discharge to the Town's MS4;
  - (b) Obtain written approval or certification of the post-construction stormwater management plan from the Public Works Director;
  - (c) Shall include in this notification a listing of which BMP(s) will so discharge; and
  - (d) Shall enter into a maintenance agreement with the Town as shown in Appendix 1<sup>2</sup>
- (2) In addition, any persons required to file an annual certification under this § 108-6 of this chapter shall include with their Planning Board submittal a fee in the following amount to pay the administrative and technical costs of review of the annual certification. For commercial, industrial, and retail developments, the fee shall be 1.0% of the total infrastructure costs, including, but not limited to, roads, utilities, and stormwater management features.

#### **§ 108-6. Compliance with plan.**

##### **A. Any person owning, leasing or having control over stormwater management facilities required by a post-construction stormwater management plan approved under the Town's Subdivision, Site Plan or other Zoning Ordinances shall comply with that plan and shall demonstrate compliance with that plan as follows:**

- (1) At least annually, hire or use a ~~person who is certified in sediment and erosion control practices through MEDEP or hire or use a licensed civil engineer~~ Qualified Post Construction Stormwater Inspector to inspect and oversee



cleaning and maintenance of the stormwater management facilities, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.

- (2) Repair any deficiencies found during inspection of the stormwater management facilities within 60 days of identification of the deficiency. . If 60 days is not possible, then the person shall propose an alternate expeditious schedule to complete the maintenance, which if approved by the Code Enforcement Officer must be met;
- (3) On or by July 1 of each year, provide a copy of the annual inspection and a completed and signed certification to the Code Enforcement Officer in a form identical to that attached as Appendix 2 to this chapter,<sup>3</sup> certifying that the person has inspected, cleaned and maintained the stormwater management facilities, describing any deficiencies found during inspection of the stormwater management facilities and certifying that the person has repaired any deficiencies in the stormwater management facilities noted during the annual inspection. If any deficiencies are still outstanding when the certification is submitted in accordance with paragraph [b] of this section, that person or a qualified post construction stormwater inspector shall provide documentation of completion of the maintenance within 30 days of completion.

#### **§ 108-9. Statutory authority.**

The Town of South Berwick enacts this Post-Construction Stormwater Management Control Ordinance (the chapter) pursuant to 30-A M.R.S.A. § 3001 (municipal home rule ordinance authority), 38 M.R.S.A. § 413 (the Wastewater Discharge Law), 33 U.S.C. § 1251 et seq. (the Clean Water Act), and 40 CFR Part 122 [U.S. Environmental Protection Agency's regulations governing the National Pollutant Discharge Elimination System (NPDES)]. The Maine Department of Environmental Protection, through its promulgation of the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems, has listed the Town of South Berwick as having a regulated small municipal separate storm sewer system (small MS4); under this general permit, listing as a regulated small MS4 necessitates enactment of this chapter as part of the Town's stormwater management program in order to satisfy the post construction minimum control measures required by the General Permit. Part IV D 5 (Post-construction stormwater management in new development and redevelopment).

## **EROSION AND SEDIMENTATION CONTROL CHANGES**

The 2022 MS4 General Permit requires that Erosion and Sedimentation Control (ESC) standards be incorporated into the Town's ordinances for any proposed development that disturbs one or more acres of land. The standards are listed in the MS4 General Permit, and are the same as the Maine DEP Chapter 500 standards for erosion and sedimentation control. Staff recommends incorporating the standards by reference to facilitate design and understanding by developers and reviewers.

One change we have made to the standards that is different than the State Chapter 500 regulations is to require that a Qualified Erosion and Sedimentation Control Professional prepare any Erosion and Sedimentation Control Plan.

Chapter 121 Subdivision of Land already requires an erosion and sedimentation control plan with the written endorsement of the Public Works Director during preliminary plan submission. The performance standards contain references to a 2003 Maine DEP ESC guidance document.

Chapter 140 Zoning requires erosion and sedimentation control for minor and major site plan review. Minor site plan review is also explicitly required for any new development or redevelopment that disturbs one acre or more of land (see 140-77. B Applicability). The Minor Site Plan Review Process includes submittal of a formal application to the Planning Board which includes submittal of "all erosion and sediment control measures". These projects are required to meet Performance Standards specified in Chapter 140-77.E.(18) which states: *Erosion of soil and sedimentation of watercourses and water bodies shall be minimized by employing the best management practices specified in the Maine Erosion and Sediment Control BMP Manual, March 2003. The Board may require the review and approval of the Public Works Director for any erosion control plan.*

Several other sections of the Town's ordinances reference the Maine Erosion and Sediment Control BMP Manual dated March 2003 for sediment and erosion control also including: Article V Performance Standard Applicable to all Uses (140.36), and 140.42 Campgrounds.

We are proposing updated language to be more reflective of the MS4 permit requirements for all of these sections. The proposed changes are presented below:

## **CHAPTER 121 SUBDIVISION OF LAND**

### **§ 121-11. Definitions and word usage.**

*QUALIFIED EROSION AND SEDIMENTATION CONTROL PROFESSIONAL – A person who is certified by Enviro-Cert International in erosion and sedimentation control practices or is certified by completing the Maine Department of Environmental Protection Erosion and Sedimentation Control Practices Workshop, or is a Maine Professional Engineer with at least two years' experience in designing Erosion and Sedimentation Control BMPs.*

### **§ 121-32. Preliminary Plan.**

I. A soil erosion and sediment control plan *prepared by a Qualified Erosion and Sedimentation Control Professional* ~~with the written endorsement of the Public Works Director.~~ *(see § 121-44 and 121-47).*

**§ 121-44. Street Specifications.**

**U. Erosion control.**

*(1) For sites that disturb one or more acres of land including sites that disturb less than one acre of land if the site is part of a larger subdivision that would disturb one or more acres of land, the soil erosion and sediment control plan will be in conformance with Maine DEP Chapter 500 Appendices A, B, and C.*

*(2) For all other sites, p*Procedures shall be undertaken, both during preparatory, construction and cleanup stages, to prevent soil erosion and water pollution Maine Erosion and Sediment Control BMP Manual, March 2003~~2016~~, or latest revision thereof.

**§ 121-47. Surface drainage, topsoil and erosion control.**

**B. Subdivisions shall be designed, constructed, and maintained in accordance with *the following*:**

*(1) For sites that disturb one or more acres of land including sites that disturb less than one acre of land if the site is part of a larger subdivision that would disturb one or more acres of land, the soil erosion and sediment control plan will be in conformance with Maine DEP Chapter 500 Appendices A, B, and C.*

*(2) For all other sites, procedures shall be undertaken, both during preparatory construction and clean up stages, for erosion and sediment control measures as specified in the Maine Erosion and Sediment Control BMP Manual, ~~October 2016~~ March 2003, or latest revision thereof.*

## CHAPTER 140 ZONING

### § 140-9. Definitions.

QUALIFIED EROSION AND SEDIMENTATION CONTROL PROFESSIONAL – *A person who is certified by Enviro-Cert International in erosion and sedimentation control practices or is certified by completing the Maine Department of Environmental Protection Erosion and Sedimentation Control Practices Workshop, or is a Maine Professional Engineer with at least two years' experience in designing Erosion and Sedimentation Control BMPs.*

### § 140-77. Site Plan Review.

#### D. Site plan review application and submission requirements.

- (1) Applications for site plan review shall be submitted on application forms provided by the Town. The complete application form, required fees per § 60-3, and the required plans and related information shall be submitted to the Planning Board. Nine copies of written materials plus nine sets of plans or drawings are required. The submission shall contain at least the following exhibits and information:

(j) ~~The location of all erosion and sediment control measures.~~ An erosion and sedimentation control plan.

- (2) For major site plan review, the following information is also required:

(c) An erosion and sedimentation control plan.

E. Criteria and standards. The following criteria and standards shall be utilized by the Planning Board in reviewing applications for site plan approval and shall serve as minimum requirements for approval of the site plan. Upon consideration of the factors listed below, the Planning Board may attach such conditions, in addition to those required elsewhere in this chapter, that it finds legally necessary to further the purposes of this chapter and section and to protect the long-range health, safety and welfare of the Town. The standards are not intended to discourage creativity, invention and innovation. The Planning Board may waive the criteria presented in this section upon a determination by the Planning Board that the application of these criteria is not necessary to carry out the intent of this section. The Planning Board shall approve the site plan unless the plan does not meet the intent of one or more of the following criteria, provided that the criteria were not first waived by the Planning Board.

- (18) Erosion control. Control of eErosion of soil and sedimentation shall conform to MDEP Chapters 500 and 502 or the Maine Construction General Permit, the

*Erosion and Sediment Control Standards of Maine DEP Stormwater Rule Chapter 500 Appendix A – Erosion and Sediment Control, Appendix B – Inspections and Maintenance and Appendix C Housekeeping, which are adopted by reference.* ~~of watercourses and water bodies shall be minimized by employing the best management practices specified in the Maine Erosion and Sediment Control BMP Manual, March 2003. The Board may require the review and approval of the Public Works Director for any erosion control plan~~

## **Article V Performance Standards Applicable to all Uses**

### **§ 140-36. Soil erosion control.**

All development shall be designed, constructed, and maintained in accordance with the erosion and sediment control measures specified in the Maine Erosion and Sediment Control BMP Manual, October 2016~~March 2003~~, or latest revision thereof.

### **§ 140-42. Campgrounds.**

Campgrounds shall conform to the minimum requirements imposed under state licensing procedures and the following:

- E. A soil erosion and sedimentation control plan meeting the standards of the ~~York County Soil and Water Conservation District and the~~ Maine Erosion and Sediment Control BMP Manual, October 2016~~March 2003~~, or latest revision thereof shall be submitted. In addition to data on soils, slopes and drainage, a vegetation map showing the following items may be required: **[Amended 6-15-2009]**
- (1) The major types of vegetation should be identified and described (as to age, height, openness or density and pattern, either natural or reforested).
  - (2) New planting should be selected to provide screening and shelter, to tolerate existing and proposed site conditions and to blend compatibly with existing natural vegetation.
  - (3) All vegetative clearing should avoid creating straight-line edges between open lands and surviving stands.
  - (4) Areas of activity and/or traffic should be sited so as to avoid wildlife areas, such as thickets for birds and small mammals or deer yards and trails.



TOWN COUNCIL

***Agenda Information Sheet***

Meeting Date: March 14, 2023	NB # 4
Subject: Alewife Harvesting	
Information:	
Each year the Council must take action on the harvesting of Alewives (& blueback herring). The Council must either close the waters within South Berwick to harvesting for conservation purposes or institute an ordinance prior to April 1st.	
Recommendation:	
Motion & vote to authorize the taking of Alewives and Blueback Herring in South Berwick, as allowed by the State recreational fishing limit of a maximum of 25 fish per individual per day, for the 2023 season. Commercial harvesting is not allowed.	
Requested Action:	
Council wishes	
Vote:	



TOWN COUNCIL

***Agenda Information Sheet***

Meeting Date: March 14, 2023	NB #5
Subject: Fogarty's Restaurant liquor license	
Information:	
Fogarty's current liquor license expires March 25th.	
Staff Comments/Recommendation:	
There have been no issues reported	
Requested Action:	
Motion to approve the renewal of Fogarty's liquor license.	
Vote:	



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section I: Licensee/Applicant(s) Information;  
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): <u>FOGARTYS RESTAURANT INC</u>	Business Name (D/B/A): <u>FOGARTYS RESTAURANT and Bakery</u>
Individual or Sole Proprietor Applicant Name(s): <u>Lawrence A. Fogarty</u>	Physical Location: <u>471 Main St. So. Berwick, ME 03908</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: <u>larry.fogarty@comcast.net</u>
Telephone #      Fax #: <u>(207) 384-8361      (207) 384-2009</u>	Business Telephone #      Fax #: <u>Same</u>
Federal Tax Identification Number: <u>01-0464888</u>	Maine Seller Certificate # or Sales Tax #: <u>0253565</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>fogarty's restaurant.net</u>

1. New license or renewal of existing license? ☐ New      Expected Start date: \_\_\_\_\_  
☒ Renewal      Expiration Date: 12/25/2022
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
Food: 2,272,299.<sup>00</sup> Beer, Wine or Spirits: 71,375      Guest Rooms: —
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)  
☒ Malt Liquor (beer)      ☒ Wine      ☐ Spirits

4. Indicate the type of license applying for: (choose only one)

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant<br>(Class I, II, III, IV)   | <input type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI)         | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)   | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)            | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)<br>(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary                                       | <input type="checkbox"/> Mobile Cart                  |
| <input type="checkbox"/> Tavern<br>(Class IV)  | <input type="checkbox"/> Other: _____                                    |   |
| <input type="checkbox"/> Qualified Caterer   | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) |   |

*Refer to Section V for the License Fee Schedule on page 9*

5. Business records are located at the following address:

471 Main Street So. Berwick, ME 03908

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

**NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.**

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If **Yes**, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor



10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Lawrence A. Fogarty	10/17/60	Dover, N.H.

Residence address on all the above for previous 5 years

Name	Address:
Lawrence A. Fogarty	25 Beaver Dam Rd. So. Berwick, ME 03908
Name	Address:
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

\_\_\_\_\_

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☒ Yes ☐ No

If No, please provide the name and address of the owner:

\_\_\_\_\_

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available:                     

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

downstairs inside dining, upstairs inside dining and outside patio  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Baptist church


Distance: 1/4 mile

## Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 11/16/2022

  
\_\_\_\_\_  
Signature of Duly Authorized Person

\_\_\_\_\_  
Signature of Duly Authorized Person

\_\_\_\_\_  
Printed Name Duly Authorized Person

\_\_\_\_\_  
Printed Name of Duly Authorized Person

**Section III: For use by Municipal Officers and County Commissioners only**

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: \_\_\_\_\_

Who is approving this application? ☐ Municipal Officers of \_\_\_\_\_

☐ County Commissioners of \_\_\_\_\_ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of  
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

**B.** The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

**C.** If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

**D.** If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

**2. Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

**A.** Conviction of the applicant of any Class A, Class B or Class C crime;

**B.** Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

**C.** Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

**D.** Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

**D-1.** Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

**E.** A violation of any provision of this Title;

**F.** A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and



G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

**3. Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

**A. Repealed**

**B.** If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

**4. Repealed**

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

**Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine**

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
  - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

## Section V: Fee Schedule

**Filing fee required.** In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

**Please note:** For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

<b><u>Class of License</u></b>	<b><u>Type of liquor/Establishments included</u></b>	<b><u>Fee</u></b>
<b>Class I</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
<b>Class I-A</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only hotels that do not serve three meals a day.	\$1,100.00
<b>Class II</b>	<b>For the Sale of Spirits Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
<b>Class III</b>	<b>For the Sale of Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class IV</b>	<b>For the Sale of Malt Liquor Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class III and IV</b>	<b>For the Sale of Malt Liquor and Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
<b>Class V</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Club without catering privileges.	\$ 495.00
<b>Class X</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Class A Lounge	\$2,200.00
<b>Class XI</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Restaurant Lounge	\$1,500.00

TOWN COUNCIL

***Agenda Information Sheet***

Meeting Date: 3/14/2023	NB #6
Agenda Item: Medical Marijuana Registered Caregiver Ordinance	
Department Head Recommendation:	
To set a public hearing date for the Zoning Ordinance Performance Standards and Local Licensing Requirements for Medical Marijuana Registered Caregivers dated March 6, 2023.	
Town Manager's Recommendation	
Make a motion to set the public hearing date for the Zoning Ordinance regarding Medical Marijuana Caregivers.	
Requested Action	
Town Council to pass a motion as stated above.	
Vote	

**§ 140-67.3 Performance Standards and Local Licensing Requirements for Medical Cannabis Registered Caregiver.**

**Purpose and Authority:**

Maine municipalities are authorized to regulate registered caregivers under 22MRS §2429-D. *Local Regulation.*

Registered caregivers as defined under prevailing laws and rules:

*State of Maine Title 22: HEALTH AND WELFARE, Subtitle 22: HEALTH, Part 5 FOOD AND DRUGS, Chapter 558-C: MAINE MEDICAL USE OF CANNABIS ACT §2422. Definitions 11. Registered Caregiver pursuant to §2425-A,*

*MAINE MEDICAL USE OF MARIJUANA PROGRAM RULE 18-691, CODE OF MAINE RULES 18 Department of Administrative and Financial Services, 691 Office of Marijuana Policy Chapter 2: Maine Medical Use of Cannabis Program Rule, Chapter 2 (formerly 10-144 Ch. 122)*

Registered caregivers shall apply and operate under local license and performance standards listed in this chapter.

Purpose and Authority: This ordinance is enacted pursuant to authority granted 30-A M.S.A. § 3001, 22 M.R.S. § 2423-A (14) and 28-B M.R.S. § 402. The purpose of this ordinance is to set forth *procedures* and standards for the issuance of local licenses for Medical Marijuana Registered Caregivers in-order to protect public health, safety, and welfare.

*Registered Caregiver: See definitions section §140-9*

*Disqualifying drug offense: See definitions section §140-9*

*Registered Caregiver:* “Registered Caregiver” means a caregiver who is registered by the State of Maine Department of Administrative and Financial Services, Office of Cannabis Policy pursuant to 22 M.R.S. §2425-A.

*Disqualifying drug offense:* “Disqualifying drug offense” means conviction for a violation of a state or federal controlled substance law that is a crime punishable by imprisonment for one year or more, but does not include (1) An offense for which the sentence, including any term of probation, incarceration or supervised release, was completed 10 or more years earlier; or (2) An offense that consisted of conduct that would have been permitted under the Maine Medical Use of Marijuana Act.

**Administration:** License Requirement: Effective 30-days following enactment of the Ordinance (“the effective date”, a Medical Cannabis Registered Caregiver (“MCRC”) shall not begin or continue operations unless it has received and is in possession of a license pursuant to this Ordinance. MCRC that holds an approved special use permit and/or are operating as of the effective date shall submit a completed application within 30 days of the effective date but shall have a grace period of 60 days after the effective date to receive a license, which may be extended by order of the Council if justified due to the anticipated timeline of the review process.

**Licensing Authority:** All MCRC license applications, whether new or a renewal, shall be reviewed by the Town Planner and shall be approved by the Town Council after public hearing. Application shall be made in writing to the Town Planner using a form prepared by the Town for the purpose and must include all information required by this Ordinance and by the form. The Town Clerk shall give notice of any public hearing held by the Town Council by publication in a newspaper of general circulation in the Town of South Berwick at least seven (7) days prior to action.

**Review Procedures:** The review procedures described below shall be the same for initial license applications as well as renewals, unless otherwise indicated. In reviewing these license applications, the Licensing Authority, and any consulting Town officials, may consider the approval standards under this Ordinance as well as any additional applicable local, State or federal laws and, for license renewals, the Licensee’s record of compliance with the same.

- A. The Town Planner shall be responsible for the initial investigation of the application to ensure compliance with the requirements of this Ordinance and to obtain recommendations from other Town officials as required.
- B. The Town Council shall have the authority to impose any conditions on a license that may be reasonably necessary to ensure compliance with the requirements of this Ordinance or to address concerns about operations. Failure of any Licensee to comply with such conditions shall be considered a violation of the license and of this Ordinance.
- C. No license shall be granted by the Licensing Authority until the Police Chief, Fire Chief, and Code Enforcement Officer all made positive recommendations regarding the Applicant’s ability to comply with this Ordinance or any other applicable Town ordinance or state or federal law enforced by such local officials. The Town Planner is responsible for ensuring the submission of documentation from the Code Enforcement Officer, Fire Chief, Police Chief.
- D. For renewal licenses, the application, review process and reviewing authority shall be the same as for initial licenses. All renewal applications for Medical Cannabis Registered Caregivers shall be reviewed by the Town Council, which shall issue a renewal license only upon a finding that the MCRC has in the past license term been operating in



accordance with this Ordinance as well as the MCRC previously submitted Operations Plan.

- E. Licenses shall be approved only for the type of MCRC identified in the application. A Licensee who intends to expand or convert Licensed Premises to a type of cannabis business this is not specifically approved in a license must obtain a new license for that use.
- F. Any Licensee that is required to obtain approval from the State of Maine shall provide the Code Enforcement Officer and Town Planner copies of all necessary approvals prior to operating the licensed business.
- G. Authorized municipal official with authority to make recommendations, grant licenses or enforce this or other municipal ordinances regarding MCRC operations shall have the authority to enter the Licensee's or Applicant's premises without notice to make any inspection reasonably necessary to ensure compliance.

**Application Requirements:** Each applicant for MCRC license shall complete and file an application form provided by the Town Planner, together with applicable license fee. The Application fee is non-refundable. Two paper copies and one electronic copy of the application and supporting materials shall be provided.

- A. A copy of the Applicant's State License application and supporting documentation.
- B. Evidence of all State approvals or conditional approvals required to operate as a M-CRC including, as applicable, State caregiver registration, Food and Fuel License application and certificate.
- C. If not a proprietor business, include any articles of incorporation, by-laws, partnership agreement or articles of association governing the entity that will own and/or operate the MCRC business.
- D. A release for each Applicant and for each officer, owner, member, manager, or partner of the MCRC applicant seeking a license allowing Town of South Berwick officials to obtain criminal records and other background information related to the individual(s).
- E. Evidence of all land use approvals required to operate as MCRC, including, but not limited to, building permit(s), site plan review approval and change of use permit.
- F. Evidence of all other local approvals required to operate as MCRC, including any applicable food or victualer's license.
- G. A description of the premises for which the license is sought, including a plan of the premises.

If the Town Planner determines the submitted application is incomplete, they shall notify the applicant of additional information required. Supplemental requested information must be submitted within thirty (30) days of the Planner's request or the application shall be denied.

**License Issuance and Renewal:**

- A. Each license issued under this Ordinance shall be valid for term of the license granted by the State License Authority (“the license year”) or otherwise for one (1) year from the date of issuance. Applications for renewal licenses shall be submitted 90 days prior to the expiration of the existing term to allow for timely processing. Any MCRC which fails to obtain a renewal license prior to expiration of the existing term shall not have the authority to operate until the license is granted.
- B. Applications for Medical Cannabis Registered Caregiver will be processed as received and, forwarded to the Council for action. If additional documents or information is needed, the Town Planner will contact the applicant to inform them of the deficiency.

**Denial, Suspension or Revocation of a License:** A license application for MCRC shall be denied by the Town and an existing license may be suspended or revoked by the Town Council after notice and hearing, if the Applicant, or any owner of the property or Licensee:

- A. Fails to meet the requirements of this Ordinance.
- B. Is not 21 years of age.
- C. Has a license required for MCRC suspended or revoked by the Town, by a municipality in the State of Maine, or by the State.
- D. Is in violation of this or any other Ordinance or has unpaid penalties assessed by a court related to cannabis business.
- E. Has not acquired all necessary state and local approvals prior to issuance of the license.
- F. Fails to meet zoning or other land use, shoreland, resource protection ordinances.
- G. Has been convicted of a criminal violation arising out of operation of a cannabis business.
- H. Has provided false or misleading information in connection with the license application.
- I. Odor must be mitigated in the allotted 5 days after being notified by the Code Enforcement Officer.

**Approval and Operating Requirements:**

To obtain a license pursuant to this ordinance, the applicant shall demonstrate to the Town Council or its designee the following requirements shall be met. A license holder shall comply with all these requirements during the term of the license.

Performance Standards and Local Licensing Requirements  
Medical Marijuana Registered Caregiver  
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March 6, 2023

- A. Fixed Location: All licensed premises shall be fixed, permanent locations. License holders shall not be permitted to operate other marijuana operations or establishments in other than the licensed premises, excluding for example, farmer's markets, farm stands or kiosks.
- B. Security: The licensed premises shall have lockable doors and windows and shall be served by a security system.
- C. Ventilation: The licensed premises shall comply with all odor and air pollution standards established by statute or ordinance, or as a condition of approval by the Planning Board.
- D. Waste Disposal: the licensed premises shall not dispose of waste and/or residue from the growth, cultivation, processing of medical marijuana in an unsecured waste receptacle not in its possession or control. All waste receptacles on site must have a metal cover and be always locked with proper security.
- E. No nuisance such as offensive noise, vibration, smoke, dust odors, heat or radiation shall be generated. (§140-43)
- F. Lighting: (Must Comply with §140-27)
- G. Parking: (Must Comply with §140-24)
- H. Signage: Major home occupations shall not have any business-related signage visible from the exterior of the property.
- I. External Facing Window Displays, Lighting or Lit or Unlit Wall Signage Prohibited.
- J. Hours of operation: Client product pick-up times shall be limited to the following: 8:00am to 8:00pm.
- K. MCRC shall meet all operating and other requirements of prevailing State and Local law.
- L. Notification of changes in business operations.

Transfer of Ownership of Change of Location: Licenses issued under this Ordinance are not transferable to a new owner. Licenses are limited to the premises for which they are issued and shall not be transferable to a different location. A licensee who seeks to operate in a new location shall acquire a new license for that location.

**Appeals:**

Any party may take an appeal, within 45 days after the decision is rendered by the Town Council to Superior Court from any order, relief, or denial in accordance with the Maine Rules of Civil Procedure, Rule 80B.

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**Enforcement and Penalties:** For Operations of MCRC business without the required license of this Ordinance shall be a violation of this Ordinance. The Town of South Berwick or its designee shall enforce the provisions of this subsection.

**Severability:** The provisions of the Ordinance are severable, and if any provision shall be declared to be invalid or void, the remaining provisions shall not be affected and shall remain in full force and effect.

**Other Laws:** In the event of a conflict between the provisions of this Ordinance and the provisions of other law or ordinance the more restrictive shall apply.

**Move to Fee Schedule: Appendix A**

**Medical Cannabis Registered Caregiver Licensing Ordinance Schedule of Fees**

Medical Cannabis Registered Caregiver License- No Cultivation on-site	\$1,500
Medical Cannabis Registered Caregiver License- Cultivation conducted on-site	\$3,000
Medical Cannabis Registered Caregiver License Exchange / Conversion Application	\$750

**Move to §140-9 Definitions**

**Cannabis:** Cannabis means the leaves, stems, flowers, and seeds of all species / derivatives (including hemp) of plant genus cannabis, whether growing or not. It does not include mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of mature stalks, fiber, oil or cake or sterilized seed of the plant which is incapable of germination.

**Cannabis Cooperative:** Two or more Medical Cannabis or Adult Use Cultivators claiming a location as a primary residence in order to conduct cannabis home production. Cannabis cooperatives are considered Adult Use Cannabis Production Facilities if cannabis is grown by an Adult Use Caregiver and considered a Medical Cannabis Production Facility if grown by a Medical Cannabis caregiver.

**Cannabis Caregiver Home Production:** Cultivation, Delivery, Selling and/or storing of Medical Cannabis at a person's primary year-round residence. This use shall meet the Home Occupation requirements **(insert Section when identified)**

**Cannabis, Adult Use:** Cannabis that is cultivated, manufactured, distributed, or sold by a Cannabis establishment for adults 21+ as defined by Maine Title 28-B.

**Cannabis Caregiver Retail Store:** A store, in compliance with Zoning §140-67.1, that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer cannabis plants or harvested cannabis for sale to qualifying patients.

**Cannabis Cultivation Facility, Adult Use:** A facility licensed under this chapter to purchase cannabis plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use cannabis; to sell adult use cannabis to product manufacturing facilities, to cannabis stores and to other cultivation facilities; and to sell cannabis plants and seeds to other cultivation facilities and immature cannabis plants and seedlings to cannabis stores.

**Cannabis Dispensary, Medical:** An entity registered under section 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies, or dispenses cannabis plants or harvested cannabis or related supplies and educational materials to qualifying patients and the caregivers of those patients.

**Cannabis Establishment:** A cultivation facility, a products manufacturing facility, a testing facility or a cannabis store licensed by the State of Maine.

**Cannabis Manufacturing, Adult Use:** The production, blending, infusing, compounding or other preparation of cannabis and cannabis products, including, but not limited to, cannabis extraction or preparation by means of chemical synthesis. "Manufacturing" or "manufacture" does not include cultivation or testing.

**Cannabis Store, Adult Use:** A facility licensed under Maine Title 28-B to purchase adult use cannabis, immature cannabis plants and seedlings from a cultivation facility, to purchase adult use cannabis and adult use cannabis products from a products manufacturing facility and to sell adult use cannabis, adult use cannabis products, immature cannabis plants and seedlings to consumers.

**Cannabis Testing Facility:** A facility licensed by the State of Maine to research and test cannabis, cannabis products and other substances.



**Medical Cannabis Registered Caregiver/s:** Registered Medical Cannabis Caregiver means a home-based facility used by a maximum of two (2) registered caregivers for cultivating, processing, and/or storing of medical marijuana at a registered caregiver's primary year-round residence. This definition also includes cultivating marijuana, harvesting marijuana, drying marijuana, and the packaging and transportation of the product from the premises or for limited client pick-up. The use is to be for growing medical marijuana for personal use and for medical cardholding patients / clients. The use is subject to Town licensing requirements and all other activities authorized by State Law. Only marijuana grown on the premises shall be allowed on the property at any time with the exception of the Caregiver's personal use. No cannabis grown or produced products manufactured off the premises shall be transported to, stored at, sold, packaged, or processed at the property. The property may not be utilized for commercial resale. No more than 700 designated square feet per licensed caregiver or, where two (2) registered caregivers are growing on / within the same property, a maximum of \$1,200 designated square feet of cumulative square feet are permitted for the entire home occupation operation.

**Medical Cannabis:** Cannabis that is acquired, possessed, cultivated, manufactured, used, delivered, transferred, or transported to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the qualifying patient's debilitating medical condition.

**Medical Cannabis Caregiver:** A person, licensed hospice provider or licensed nursing facility that is designated by a qualifying patient to assist the qualifying patient with the medical use of cannabis in accordance with Maine State Law. A person who is a medical cannabis caregiver must be at least 21 years of age and may not have been convicted of a disqualifying drug offense.

**Medical Cannabis Production Facility:** A facility used for cultivating, ethanol extraction, and/or storing medical cannabis by a medical cannabis caregiver at a location which is not the medical cannabis caregiver's primary year-round residence or their patient's primary year-round residence. Butane extraction is considered an Industrial Use. The maximum size of a medical cannabis production facility is 2,500 square feet of cultivation area. The industrial use zones are I1 and I2 for the industrial facilities zoning. **(Inserted Industrial Use Section, as necessary)**

## **Medical Cannabis Caregiver Home Occupation**

The below uses constitute a Major Home Occupation which must conform to the following

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1. Medical Cannabis Registered Caregiver Home Occupation:

a) Medical Cannabis Registered Caregivers as a home occupation shall not include the employment of any persons not residing on the premises in the performance of the occupation. SEE DEFINITION "Cannabis Cooperative".

b) There shall be no outdoor storage of materials or products on the premises, associated with the business, on the premises. All outdoor waste disposal receptacles must have a metal cover and be always locked.

c) Municipal Approval Required: Major Home Occupations shall be reviewed and, if all applicable standards are met, approved by the Town's Code Enforcement Officer (CEO). If the CEO determines that the application does not meet the adopted standards the CEO may work with the Applicant towards bringing the application / proposal into full compliance with the standards (curtailing the operations etc.) or the Applicant may bring the matter to the Zoning Board of Appeals to challenge the CEO's determination.

d) Square Footage Limitations: A cannabis caregiver home occupation shall be carried on wholly within the principal building or within a building or other structure accessory to it and shall utilize, at a maximum, no more than 700 designated square feet per licensed caregiver or, where two (2) registered caregivers are growing on / within the same property, a maximum of 1,200.

e) Odor Control / Mitigation:

1) No use shall emit product odor across the lot lines in such quantity as to be readily detectable at any point along the lot lines.

2) Odor Control Plan: An Odor Control Plan shall be submitted to the Town's Code Office specifying the engineering and administrative controls the Caregiver will use to prevent odors from being detected offsite. The plan shall provide a list of all odor control measures, equipment and cleaning / maintenance for all existing and new odor control equipment; and must include carbon filtration and a negative pressure environment or sealed rooms. This Maintenance Log shall be shown to the Town's Building and Fire inspectors upon request. Any noted deficiencies shall be corrected within the timeline provided by the enforcement authority.

3) After the Fact Mitigation: If responding to odor complaints emitting from a caregiver's property, with or without, an approved odor control plan which is insufficient, as determined by the Town's Code Enforcement Officer (CEO), the CEO may work with the operator to bring the property into full compliance. Any noted deficiencies shall be corrected within the timeline provided by the enforcement authority. Should the odor issues be unable to be resolved, to the Town's satisfaction, the CEO may begin an enforcement action and / or seek Town Council revocation of required licensing.

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f) Major home occupations shall not have any business-related signage visible from the exterior of the property.

1) No goods may be sold from the property which were not produced on-site. Items such as soil, fertilizers, etc., utilized by the caregiver for the operation of their home occupation or normal household products, utilized on site are not included in this prohibit.

2) Client visits / product sales from the property shall be comply to with the following:

a. All sales shall be transacted within the interior of the premises.

b. Client visits shall be appropriately scheduled to prevent/minimize client overlap. Client visits by appointment only.

c. No traffic shall be generated in greater volumes than would normally be expected by a residential use.

g) Hours of operation: Client product pick-up times shall be limited to the following: 8:00am-8:00pm.

h) Sufficient off-street parking shall be provided for one (1) client parking space. If existing parking is sufficient, as determined by the CEO, no additional parking is required. In all cases parking shall resemble parking at a typical residential home.

i) Pick-up windows and/or drive-through service are strictly prohibited.

j) Exterior Lighting: All exterior lighting shall be residential in nature installed to reduce light spillage into surrounding properties. This condition does not prohibit, time limited, motion activated security lighting.

k) No nuisance such as waste discharge, offensive noise, vibration, smoke, dust, heat, or radiation shall be generated.

l) A copy of the building layout must be provided to the Chief of Police and the Chief of Fire to ensure the safety of first responders.