

**SOUTH BERWICK  
BOARD OF ASSESSORS  
OCTOBER 26, 2010**

Chairman David Burke called the meeting to order at 6:30pm. Councilors present included Michelle Kareckas, Jean Demetracopoulos, David H. Webster and arriving at 6:33pm Gerald W. MacPherson, Sr. Interim Town Manager Roberta Orsini and Assessing Agent Craig Skelton were also in attendance.

The Board was presented with three abatement requests:

#1. On a motion by Mrs. Demetracopoulos, seconded by Mr. Webster, it was unanimously voted to grant abatement in the amount of \$578.33 to Donald Blanchard, Map 31 Lot 27, R0530R. Abatement is granted based on the fact that there are two buildings on a single lot and one building cannot be sold individually.

#2. On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to grant abatement in the amount of \$446.96 to Donald Blanchard, Map 8 Lot 21, B0002R. Abatement is granted based on a change in the permitted use.

#3. On a motion by Mr. Webster, seconded by Mrs. Demetracopoulos, it was unanimously voted to grant abatement in the amount of \$661.38 to Mark Phillips, Map 8 Lot 49-1, P1960R. Abatement is granted based on the fact that the lot is currently not considered buildable due to the fact that the (private) road would need to be built to Town standards before a building permit could be issued. Mr. Skelton explained that if/when the road is built to meet Town standards values would be adjusted.

Mr. Burke adjourned the meeting at 6:40pm.

Attest:

Barbara Bennett, CCM  
Town Clerk



## **SOUTH BERWICK TOWN COUNCIL OCTOBER 26, 2010**

The following was reported to the Clerk:

Chairman David Burke called the meeting to order at 5:00pm. Those present included Councilors Michelle Kareckas, and Jean Demetracopoulos. David H. Webster arrived late. Gerald W. MacPherson, Sr., was not present.

### **EXECUTIVE SESSION**

1. On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to enter executive session at 5:00pm, pursuant to 1MRSA §405.6A to review applications for the Town Manager position.

On a motion by Mrs. Demetracopoulos, seconded by Mr. Webster, it was unanimously voted to end the executive session at 6:02pm.

The meeting was recessed at 6:02pm.

The meeting reconvened at 6:40pm with Councilor Gerald MacPherson, Interim Manager Roberta Orsini and Town Clerk Barbara Bennett all present.

### **APPROVAL OF MINUTES**

1. Public Hearing – PACE Ordinance 10-12-10: On a motion by Mrs. Kareckas, seconded by Mr. Webster, it was unanimously voted to adopt the minutes as written.

2. Town Council 10-12-10: On a motion by Mr. MacPherson, seconded by Mrs. Demetracopoulos, it was unanimously voted to adopt the minutes **after correcting Mr. Burke's** last comment under Council Comments **to read 'lost loved ones' not 'lost last ones'**.

### **SIGNING OF TREASURER'S WARRANT** – October 26, 2010

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

### **PUBLIC COMMENT**

No one in the audience wished to address the Council.

### **REPORTS & CORRESPONDENCE**

1. Matt Shea – Eagle Scout project: Mr. Shea explained that he would like to build and manage 2 American Flag drop-off boxes. His Troop 338 has been working with VFW Post 5744 to provide proper flag retirement ceremonies. The drop-off boxes would be placed at the Town hall and Transfer Station; and would allow residents and groups an appropriate way to dispose of old flags. The Council welcomed the idea and gave its approval for the project.

### **TOWN MANAGER'S REPORT**

-Made note that Mark Pendergast donated trees and bushes for Portland Street to replace some dead trees that had to be removed.

-The contractor for the Young Street project has been delayed, but should start in a few days.

### **NEW BUSINESS**

1. On a motion by Mr. MacPherson, seconded by Mrs. Demetracopoulos, it was unanimously voted to authorize the upgrade of 15 Scott Air Packs; work to be completed by Fire Tech & Safety of New England, Inc.

Only one bid was received for \$28,425.00. Chief Gorman explained that he has taken 6 packs out of service and only 15 remain. Mr. Webster received confirmation that the remaining budgeted funds would stay in the capital account.

2. On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to authorize the purchase of a new 2011 Ford Police Interceptor.

3. The Council briefly discussed the MDOT Partnership Agreement for work on Route 236 (Berwick Road end). Mrs. Demetracopoulos expressed her concern with having to reduce the **Town's portion because of the reduced** bond amount. (Bond approved at June Town Meeting). She stated that she would like to see the shortfall of \$17,000 come from the paving budget or sidewalk budget. Mrs. Orsini stated that no funds needed to be withdraw at this time because the actual work on the project may not take place for the next year or two.

On a motion by Mrs. Demetracopoulos, seconded by Mrs. Kareckas, it was unanimously voted to authorize the Interim Town Manager to sign the Three-party Agreement with MDOT for PIN #17852.00: South Berwick, Route 236.

**COUNCIL MEMBER COMMENTS**

1. Mrs. Demetracopoulos:

-Thanked Councilor Kareckas for her hard work and dedication.

2. Mr. MacPherson:

-Congratulated Councilor Kareckas for her years of service.

3. Mr. Webster:

- Questioned the letter from Susan Brooks regarding a property. Mrs. Demetracopoulos stated that the property is off of Pave Street Road and may or may not actually exist; and there is no deed. Mrs. Orsini stated that she referred the issue to the Assessing Agent.

- Questioned the Risk Pool memo regarding the Youth Center. Mrs. Orsini stated that the property is looked at differently depending on whether it is considered a Town run facility. She added that the Code Officer, PWD, Recreation Director, and Louise Anderson did a walk through to assess the issues and are working on the list.

**-Made note of the letter received from Governor Baldacci sending the State's condolences for the loss of Gloria Roberge.**

4. Mr. Burke:

-Thanked Mrs. Kareckas for her hard work and leadership. He added that the other Councilors are donating \$400 to the Library building fund in her name.

**-Thanked all of the Councilors for their work and dedication (in case it's his last meeting).**

5. Mrs. Kareckas:

-Thanked everyone for the celebration and rocking chair.

-She stated that she wanted to leave a message with her fellow Councilors –

Have appreciated working with all,

Keep taxes stable, utilize what we have,

Maintain services, encourage grant seekers,

Provide as many community spaces as possible, we are a family;

And thanked everyone for allowing her to serve.

**ADJOURNMENT**

On a motion by Mrs. Demetracopoulos, seconded by Mr. MacPherson, it was unanimously voted to adjourn the meeting at 7:12pm.

Attest:

Barbara Bennett, CCM

TOWN OF SO. BERWICK  
CHECK REGISTER

Check Number	Account	Date Paid	Amount
00052716	209999 TAX REFUNDS	11/09/2010	-277.50
00052884	140532 NCO FINANCIAL SYSTEMS INC	11/09/2010	26.75
00052885	170150 QUIRK FORD OF AUGUSTA	11/09/2010	22,514.00
00052886	209999 TAX REFUNDS	11/09/2010	277.50
00052887	031584 CONTRIBUTIONS	11/09/2010	50.00
00052888	140532 NCO FINANCIAL SYSTEMS INC	11/09/2010	17.47
00052889	010530 ALUMINUM LADDER CO	11/09/2010	27.02
00052890	010585 AMAZON	11/09/2010	124.52
00052891	011110 ANDY'S AUTO DETAILING	11/09/2010	155.00
00052892	011250 TREASURER, STATE OF MAINE	11/09/2010	46.00
00052893	011422 KERA ASHLINE	11/09/2010	18.38
00052894	011495 ATLANTIC RECYCLING EQUIP LLC	11/09/2010	2,512.80
00052895	020225 BAKER & TAYLOR	11/09/2010	299.33
00052896	020230 BANGOR PUBLIC LIBRARY	11/09/2010	150.00
00052897	021300 BERNSTEIN SHUR	11/09/2010	1,847.50
00052898	021800 BOB'S TROPHIES & AWARDS	11/09/2010	10.00
00052899	022503 SHARON BRASSARD	11/09/2010	16.81
00052900	030530 CENTRAL TIRE CO INC	11/09/2010	989.69
00052901	030510 CENTRAL MAINE POWER	11/09/2010	1,479.22
00052902	030725 CITIZENS BANK (CHG)	11/09/2010	118.00
00052903	030920 CLEAN-O-RAMA	11/09/2010	610.79
00052904	031220 COLBY COLLEGE	11/09/2010	15.00
00052905	031425 COLONIAL LIFE & ACCIDENT INS.	11/09/2010	1,631.72
00052906	031430 COMCAST	11/09/2010	99.95
00052907	031510 COMPLIANCE POSTER COMPANY	11/09/2010	82.55
00052908	031579 CONSTELLATION NEW ENERGY	11/09/2010	2,474.75
00052909	031581 CONSUMER REPORTS	11/09/2010	98.00
00052910	038000 RICHARD E DAVIS	11/09/2010	47.50
00052911	040520 DIGITAL INK PRINTING	11/09/2010	22.43
00052912	041365 DUSTON'S BAKERY	11/09/2010	47.33
00052913	050815 EMPLOYEE HEALTH & BENEFITS	11/09/2010	674.83
00052914	060100 HOWARD P FAIRFIELD INC	11/09/2010	884.13
00052915	060260 FASTENAL COMPANY	11/09/2010	358.19
00052916	061500 FOSTER'S DAILY DEMOCRAT	11/09/2010	213.98
00052917	070200 P GAGNON & SON INC	11/09/2010	873.08
00052918	070274 GC/AAA FENCE COMPANY	11/09/2010	150.00
00052919	070565 GORHAM LEASING GROUP	11/09/2010	96.56
00052920	070600 GEORGE GORMAN	11/09/2010	40.00
00052921	071107 GREENWOOD EMERGENCY VEHICLES	11/09/2010	6.90
00052922	071180 GROUP DYNAMIC INC	11/09/2010	165.00
00052923	080010 HACKWORTH FIRE & SECURITY	11/09/2010	142.50
00052924	080248 HANSCOM'S TRUCK STOP INC	11/09/2010	8,205.20
00052925	080330 A H HARRIS & SONS	11/09/2010	101.75
00052926	080501 BRUCE HASTY'S PLUMB/HEATNG	11/09/2010	765.30
00052927	080998 HOME DEPOT	11/09/2010	49.04
00052928	081047 HOTSTICK USA	11/09/2010	299.00
00052929	081055 FERN HOULIARES	11/09/2010	8.00
00052930	087000 IAAO	11/09/2010	175.00
00052931	087001 IAAO/MAINE CHAPTER	11/09/2010	30.00
00052932	090120 INLAND FISHERIES & WILDLIFE	11/09/2010	383.50
00052933	090460 INTERSTATE BATTERY/MAINE	11/09/2010	199.90
00052934	100150 JANETOS MARKET	11/09/2010	72.83
00052935	100162 JCJ ARCHITECTURE	11/09/2010	4,013.72
00052936	100185 JENSEN BAIRD GARDNER & HENRY	11/09/2010	88.18
00052937	100200 JEWETT/EASTMAN MEMORIAL COM	11/09/2010	239.00
00052938	121300 LINCOLN PRESS	11/09/2010	36.20

Check Number	-----Account-----	Date Paid	Amount
00052939	127000 CORRINE J MAHONY	11/09/2010	300.00
00052940	132400 MAINE SAD #35	11/09/2010	506,747.81
00052941	132404 MAINE SAD#60	11/09/2010	331.50
00052942	133375 MAINE ENERGY RECOVERY CO.	11/09/2010	2,691.82
00052943	133374 BRAD MARTIN	11/09/2010	325.00
00052944	133795 MICK BODYWORKS	11/09/2010	1,869.95
00052945	134300 MAINE MUNICIPAL EMPLOYEES	11/09/2010	435.96
00052946	134400 MAINE MUNICIPAL ASSOCIATION	11/09/2010	87.00
00052947	134450 MMTCTA	11/09/2010	150.00
00052948	140825 NE FIRE EQUIP & APPARATUS CORP	11/09/2010	895.77
00052949	140600 NEPTUNE INC	11/09/2010	210.45
00052950	140965 NEW ENGLAND TRUCK TIRE CTR	11/09/2010	449.86
00052951	140814 NEW ENGLAND DETROIT DIESEL	11/09/2010	2,950.71
00052952	141080 NEXTEL	11/09/2010	144.46
00052953	141215 MAMIE ANTHOINE NEY	11/09/2010	17.61
00052954	141300 NO.BERWICK LUMBER & HARDWARE	11/09/2010	381.45
00052955	141384 NORTHEAST PAGING	11/09/2010	39.16
00052956	141400 NORTHERN DATA SYSTEMS INC	11/09/2010	16,897.00
00052957	200700 PIKE INDUSTRIES INC	11/09/2010	370.30
00052958	161265 PORTSMOUTH FORD	11/09/2010	355.72
00052959	170000 QUILL CORPORATION	11/09/2010	478.97
00052960	180720 R & L ENGINES INC	11/09/2010	2,046.87
00052961	180125 RANSOM ENVIRONMENTAL INC	11/09/2010	13,839.97
00052962	180165 MARGARET RAYMOND	11/09/2010	430.00
00052963	180185 RCP LLC	11/09/2010	387.50
00052964	180477 RICE'S AUTOMOTIVE CENTER	11/09/2010	69.95
00052965	180602 RIVERSIDE FARM	11/09/2010	25.00
00052966	181536 JOSEPH ROUSSELLE	11/09/2010	90.00
00052967	190094 SANEL AUTO PARTS CO	11/09/2010	391.94
00052968	132500 SECRETARY OF STATE M/V	11/09/2010	21,825.49
00052969	191320 SHERWIN-WILLIAMS	11/09/2010	62.44
00052970	192400 SO BERWICK PETTY CASH ACCOUNT	11/09/2010	30.94
00052971	192600 SO BERWICK PHARMACY	11/09/2010	5.38
00052972	192900 SO BERWICK WATER DISTRICT	11/09/2010	4,165.42
00052973	193400 SO MAINE AREA AGENCY ON AGING	11/09/2010	200.00
00052974	193410 SO MAINE REGIONAL PLANNING CM	11/09/2010	797.90
00052975	193622 SPRINGER ELECTRICAL SERV INC	11/09/2010	1,279.26
00052976	193634 STANDARD CHAIR OF GARDNER	11/09/2010	375.00
00052977	193640 STAPLES	11/09/2010	838.94
00052978	193660 STARKEY FORD INC	11/09/2010	691.68
00052979	194330 SUPERIOR FIRE PROTECTION INC	11/09/2010	800.00
00052980	133113 TREASURER OF STATE/ATV	11/09/2010	296.50
00052981	201300 TWO-WAY COMMUNICATION SERV INC	11/09/2010	185.27
00052982	230300 WALMART COMMUNITY BRC	11/09/2010	184.56
00052983	230675 WEIR'S MOTOR SALES	11/09/2010	405.65
00052984	230850 WHEELS & WAVES	11/09/2010	400.00
00052985	230915 WHITED TRUCK CENTERS	11/09/2010	106.79
00052986	230950 BRUCE WHITNEY	11/09/2010	350.00
00052987	240900 YORK COUNTY REGISTRY OF DEEDS	11/09/2010	195.00
Total Not Prepaid			617,804.03
Total Prepaid			22,608.22
Grand Total			640,412.25

TOWN COUNCIL

*Agenda Information Sheet*

<b>Meeting Date: November 9, 2010</b>	<b>Agenda Item NB # 1</b>
<b>Subject: General Assistance Appendices</b>	
<b>Information:</b>	
This is the annual update to the appendices.	
<b>Staff Comments/Recommendation:</b>	
<b>Requested Action:</b>	
Council wishes	
<b>Vote:</b>	



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

<b>Meeting Date: November 9, 2010</b>	<b>Item # NB 2</b>
<b>Agenda Item: Accept Pumpkinman Triathlon Donation</b>	
<b>Department Head Recommendation: Fern Houliares</b>	
<p>Proceeds from the Pumpkinman Triathlon are being donated to the Recreation Department. They are providing \$1,500 to be used for activities at the Great Works School.</p> <p>The money will be deposited into the Special Revenue account for Recreation.</p>	
<b>Town Manager's Recommendation</b>	
<p>Accept funds with thanks to the Pumpkinman organizing board.</p>	
<b>Requested Action</b>	
<p>Accept funds. Deposit to Recreation Special Revenue account.</p>	
<b>Vote</b>	



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

<b>Meeting Date: November 9, 2010</b>	<b>Item # NB 3</b>
<b>Agenda Item: Set Public Hearing</b>	
<b>Interim Town Manager's Recommendation</b>	
The new Maine Building Code is effective December 1, 2010. Chapter 60 needs minor revisions to reflect this change. The Code Enforcement Officer has reviewed our code and made his recommendations. The Attorney is reviewing for consistency.	
<b>Requested Action</b>	
Motion to schedule a Public Hearing for updates to Chapter 60: Building Construction on November 23, 2010 at 6:30 pm.	
<b>Vote</b>	

## Chapter 60

### BUILDING CONSTRUCTION

§ 60-1. Adoption of building code.

§ 60-4. Effect on other provisions.

§ 60-2. Inconsistent ordinances repealed.

§ 60-5. When effective.

§ 60-3. Additions, insertions and changes.

[HISTORY: Adopted by the Town Council of the Town of South Berwick 7-8-2002. Amendments noted where applicable.]

#### GENERAL REFERENCES

Numbering of buildings — See Ch. 61.

Planned growth — See Ch. 102.

Floodplain management — See Ch. 77.

Subdivision of land — See Ch. 121.

Historic districts — See Ch. 84.

Zoning — See Ch. 140.

#### § 60-1. Adoption of building code. [Amended 1-8-2007]

A certain document, one copy of which is on file in the Code Enforcement Office of the Town of South Berwick being marked and designated as "The International Residential Code for One and Two-Family Dwellings 2003," as published by the International Code Council, Inc., be and is hereby adopted as the building code of the Town of South Berwick in the State of Maine,<sup>1</sup> for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted, and made a part hereof as if fully set out in this chapter, with the additions, insertions, deletions, and changes, if any, prescribed in § 60-3 of this chapter.

#### § 60-2. Inconsistent ordinances repealed. [Amended 1-8-2007]

The ordinance adopted by the Town Council of South Berwick in 2002 entitled "International Residential Code 2000 and International Building Code 2000" and amended in 2001, and all other ordinances or parts of ordinances in conflict herewith, are hereby repealed.

#### § 60-3. Additions, insertions and changes. [Amended 3-27-2006; 1-8-2007]

The following sections of the International Residential Code For One- And Two-Family Dwellings 2003 are hereby revised as follows:

**R101.1 Title.** Insert "The Town of South Berwick."

**R101.2 Scope.** Insert "For all nonresidential construction, the applicable standards of the International Building Code 2003 will govern the project."

1. Note: Due to the length of the "International Residential Code for One and Two Family Dwellings 2000," it is not printed here in its entirety. A copy of the code is available in the office of the Code Enforcement Officer.

**R102.7 Existing structures.** Delete: "the International Property Maintenance Code or the International Fire Code."

**R104.10.1 Areas prone to flooding.** Delete: "without the granting of a variance to such provisions by the board of appeals."

**R105.1 Required.** Delete: "or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code."

**R105.2 Work exempt from permit.**

A. Delete:

"One story detached accessory structures, provided the floor area does not exceed 200 square feet (18.58 m<sup>2</sup>)."

"Prefabricated swimming pools that are less than 24 inches (610 mm) deep."

Delete 1, 6 and 7.

"Electrical:

"Repairs and maintenance: A permit shall not be required for minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

"Gas:

"1. Portable heating, cooking, or clothes drying appliances.

"2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

"Mechanical:

"1. Portable heating appliances.

"2. Portable ventilation appliances.

"3. Portable cooling unit.

"4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

"5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

"6. Portable evaporative cooler.

"7. Self contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 w) or less.

"Plumbing:

"The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

"The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures."

B. Note: All electrical, gas, mechanical, subsurface wastewater disposal, and internal plumbing installation are regulated by and shall comply with the standards, rules, and procedures promulgated by the State of Maine regarding these activities.

**R105.3.1.1 Substantially improved or substantially damaged existing buildings and structures.** Delete: "the findings shall be provided to the board of appeals for a determination of substantial improvement or substantial damage. Applicants determined by the board of appeals to constitute substantial improvement or substantial damage."

**R105.3.2 Time limitation of application.** Delete "180 days" in each occurrence and insert "two years" in each occurrence.

**R105.5 Expiration.** Delete: "180 days" in each occurrence and insert "one year" in each occurrence.

**R107.3 Temporary power.** Delete.

**R107.4 Termination of approval.** Delete.

**R108 Fees.** Insert:

**R108.2.1 Fee schedule.** Effective July 1, 2002. The permit fee schedule is determined by multiplying the square footage of each floor of each category of structure by the applicable rate, as shown in the table below:

<b>Building Permit Fees</b>		<b>Rate</b>
<b>Category</b>		
A.	All new residential structures to include homes and additions to living areas	\$0.50
B.	All unfinished accessory residential structures including decks, porches, garages, barns, and sheds	\$0.20
C.	Swimming pools (must be fenced)	
	(1) Aboveground	\$0.20
	(2) In ground	\$0.20
D.	Commercial/retail, per story	\$0.30
E.	Institutional	\$0.50
F.	Industrial	\$0.50
G.	Signs - flat rate	\$10.00
H.	Demolition of buildings - flat rate	\$20.00
I.	Special use permit	\$20.00
J.	Minimum permit fee, flat rate	\$25.00

(When work has begun prior to issuance of a permit, the above fees shall be doubled.)

**Review and Hearing Fees**

<b>Category</b>	<b>Rate</b>
A. Zoning Board of Appeals	\$70.00 + cost of notices
B. Change of use permit	\$60.00
C. Subdivision fees	
(1) Preapplication	No charge
(2) Sketch plan	
Minor	\$100.00
Major	\$200.00
(3) Preliminary plan	\$200.00
Plus per unit/lot	\$200.00
(4) Final plan	\$150.00
D. Site plan	
(1) Minor	\$100.00
(2) Major	\$200.00

**R108.3 Building permit valuations.** Delete.

**R108.4 Related fees.** Renumber R108.3.

**R108.5 Refunds.** Renumber R108.4.

**R109.1.2 Plumbing, mechanical, gas, and electrical systems inspection.** Delete.

**R109.3 Inspection requests.** Insert: "The request for an inspection shall be made at least 24 hours prior to the desired time of the inspection."

**R110.2. Changes in use.** Delete: "Sections 3406 and 3407 of the International Building Code" and insert "this code and the Zoning Ordinance of the Town of South Berwick."

**R111 Service Utilities.** Delete.

**R112 Board of Appeals.** Delete.

**R113 Violations.** Insert:

**R113.5 Penalty.** Any person, firm, or corporation violating any of the provisions of this code shall be guilty of a civil land use violation and each such person shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any of the provisions of this code is committed, continued or permitted. Upon conviction of any such violation such person shall be punishable by a fine of not less than \$100 or more than \$2,500 for each violation as provided for by 30-A M.R.S.A. § 4452.

**R301.2(1)** Insert for:

Roof snow load:	60	Termite:	Slight
Wind speed:	100	Decay:	Slight
Seismic category:	C	Winter design temp.:	0°

Weathering:

Severe

Flood hazards:

FIRM

Frost line depth:

4 feet

**R309.2 Separation required.** Delete "1/2 inch (35 mm)" in two places and insert in substitution "5/8 inch."

**R326 Accessibility.** Delete and replace with new section.

NOTE: Residential accessibility is covered by M.R.S.A. Title 5, Maine Human Rights Act.

**R327 Flood-Resistant Construction.** Delete.

NOTE: This area is dealt with in the Floodplain Management Ordinance. <sup>2</sup>

**Chapter 10 Chimneys and Fireplaces.** Delete, and insert new chapter:

**Chapter 10 Energy Efficiency.** The State of Maine Energy Code is adopted in its entirety as part of this code, except that there is no exception for owner built or custom homes. Log components such as log walls are exempt but all other components that are not log must comply with the standards of this code.

NOTE: NFPA 211 is adopted by the State of Maine Fire Marshal as a code applicable statewide.

**Part IV Energy Conservation.** Delete.

**Chapter 11 Energy Efficiency.** Delete.

**Chapter 12 Mechanical Administration.** Delete.

**Chapter 13 General Mechanical System Requirements.** Delete.

**Chapter 14 Heating and Cooling Equipment.** Delete.

**Chapter 17 Combustion Air.** Delete.

NOTE: Chapters 12, 13, 14, and 17 are areas regulated by the State of Maine Oil and Solid Fuel Board, The Gas Fuel Licensing Board, and the State Fire Marshal.

**Chapter 18 Chimneys and Vents.** Delete and insert new chapter:

**Chapter 18 Standards for Chimneys and Flues.** NFPA 211 is here adopted as part of this code.

NOTE: NFPA 211 is adopted by the State of Maine Fire Marshal as a code applicable statewide.

**Chapter 19 Special Fuel-Burning Equipment.** Delete.

**Chapter 20 Boilers/Water Heaters.** Delete.

**Chapter 21 Hydronic Piping.** Delete.

**Chapter 22 Special Piping and Storage Systems.** Delete.

**Chapter 23 Solar Systems.** Delete.

**Chapter 24 Fuel Gas.** Delete.

NOTE: Chapters 19, 20, 21, 22, 23, and 24 are areas regulated by the State of Maine Oil and Solid Fuel Board, the Gas Fuel Licensing Board, and the State Fire Marshal.

**Part VII Plumbing, Chapters 25, 26, 27, 28, 29, 30, 31, and 32.** Delete.

NOTE: Chapters 25, 26, 27, 28, 29, 30, 31, and 32 are areas regulated by the State of Maine Plumbing rules.

**Part VIII Electrical, Chapters 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42.** Delete.

NOTE: Chapters 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42 are areas regulated by the NFPA 70, Electrical Code, the State of Maine Examining Board, and the State Fire Marshal.

**Appendices A, B, C, D.** Delete.

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2. Editor's Note: See Ch. 77, Flood Damage Prevention.

**Appendix E Manufactured Housing Used as Dwellings.** Delete.

NOTE: Manufactured Housing in the State of Maine is regulated by rules promulgated and enforced by the State of Maine Manufactured Housing Board. While the manufactured unit is regulated by the Rules of the Manufactured Housing Board, construction done on site within the Town of South Berwick as part of and/or in conjunction with a manufactured unit must meet the applicable standards as part of this code.

**Appendix F Radon Control Methods.** Insert "AF 104 This appendix is to be used for those who wish recommendations; it is not to be required as part of this code."

**Appendix I Private Sewage Disposal.** Delete.

NOTE: Appendix I is an area regulated by the State of Maine Subsurface Waste Water Disposal Rules.

**Appendix L Eletrical Code Cross Reference.**

**Appendix N Venting Methods.** Delete.

**Appendix O Gray Water Recycling Systems.** Delete.

**§ 60-4. Effect on other provisions.**

Nothing in this chapter or in the building code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in § 60-2 of this chapter; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this chapter.

**§ 60-5. When effective.**

The Town Clerk shall certify to the adoption of this chapter and cause the same to be published as required by law; and this chapter shall take full force and effect 30 days after the date of final passage and approval.<sup>3</sup>

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3. Editor's Note: This chapter became effective 8-7-2002.

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

<b>Meeting Date: November 9, 2010</b>	<b>Item # NB 4</b>
<b>Agenda Item: 2010 BYRNE JAG Grant</b>	
<b>Department Head Recommendation: Chief Dana P. Lajoie</b>	
<p>The South Berwick Police Department has been qualified to participate in the 2010 round for the BYRNE JAG Grant. These funds will be used to purchase a new Motorola radio for the new cruiser. There is no cash match to this grant.</p>	
<b>Town Manager's Recommendation</b>	
Accept 2010 BYRNE JAG Grant.	
<b>Requested Action</b>	
Motion to accept the 2010 BYRNE JAG Grant in the amount of \$2,613.	
<b>Vote</b>	

Maine Department of Public Safety  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local  
Required Pass-Through  
Fiscal Year 2010

**Grant Application Package**

**Overview**

<b>Total Program Funds Available:</b>	<b>Approximately \$330,430.00<sup>1</sup></b>
<b>Type of Awards:</b>	Required pass-through to units of local government that are not eligible for a direct JAG award.
<b>Award amount</b>	Refer to list in Appendix A
<b>Match Requirement:</b>	Match is not required.
<b>Project Period:</b>	Projects may begin no earlier than September 1, 2010 (contingent on award being in place). Project periods may not exceed two years in length. Projects must be completed by December 31, 2012.
<b>Funding Source</b>	Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the <u>U.S. Department of Justice, Office of Justice Programs</u> ' (OJP) <u>Bureau of Justice Assistance</u> (BJA). CFDA 16.738
<b>Contact</b>	Bruce Leavitt, Contract/Grant Specialist Phone: 626-3832 or by email <a href="mailto:c.bruce.leavitt@maine.gov">c.bruce.leavitt@maine.gov</a>
<b>Application Due Date</b>	By 2:00 PM (local time) August 1, 2010 at the Maine Department of Public Safety

Submit to:

Applicant's Name/Return Address

Maine Department of Public Safety  
Attn: C. Bruce Leavitt  
104 State House Station  
Augusta, ME 04333-0104

<sup>1</sup> This is the required pass-through to provide criminal justice services to units of local gov't that are ineligible for a direct award. Contingent upon appropriation of federal funds.

			<b>\$23,515</b>
SAGadahoc	BATH CITY	Municipal	\$4,020
SAGadahoc	RICHMOND TOWN	Township	\$804
SAGadahoc	SAGadahoc COUNTY	County	\$3,417
SAGadahoc	TOPSHAM TOWN	Township	\$1,809
			<b>\$10,050</b>
SOMERSET	FAIRFIELD TOWN	Township	\$5,226
SOMERSET	MADISON TOWN	Township	\$2,412
SOMERSET	PITTSFIELD TOWN	Township	\$2,613
SOMERSET	SKOWHEGAN TOWN	Township	\$8,039
SOMERSET	SOMERSET COUNTY	County	\$8,843
			<b>\$27,133</b>
Tribal	INDIAN TOWNSHIP POLICE DEPT TRIBAL	Tribal	<b>\$4,221</b>
Tribal	PASSAMAQUODDY PLEASANT POINT TRIBAL POLICE	Tribal	<b>\$2,613</b>
Tribal	PENOBSCOT NATION POLICE DEPT TRIBAL	Tribal	<b>\$1,809</b>
WALDO	BELFAST CITY	Municipal	\$5,628
WALDO	SEARSPORT TOWN	Township	\$603
WALDO	WALDO COUNTY	County	\$5,427
			<b>\$11,658</b>
WASHINGTON	BAILEYVILLE TOWN	Township	\$1,809
WASHINGTON	MACHIAS TOWN	Township	\$2,613
WASHINGTON	MILBRIDGE TOWN	Township	\$201
			<b>\$4,623</b>
YORK	BERWICK TOWN	Township	\$3,819
YORK	BUXTON TOWN	Township	\$3,015
YORK	ELIOT TOWN	Township	\$3,015
YORK	KENNEBUNK TOWN	Township	\$2,211
YORK	KENNEBUNKPORT TOWN	Township	\$1,005
YORK	KITTERY TOWN	Township	\$3,618
YORK	OGUNQUIT TOWN	Township	\$402
YORK	SACO CITY	Municipal	\$9,044
YORK	SOUTH BERWICK TOWN	Township	\$2,613
YORK	WELLS TOWN	Township	\$4,020
YORK	YORK TOWN	Township	\$3,417
			<b>\$36,179</b>

\$330,430

***South Berwick Maine Police Department***

***Ref: Edward Byrne Justice Assistance Grant Project***

**Project Narrative:**

The South Berwick Police Department intends to utilize any grant funding ascertained through the 2010 Byrne / JAG grant for the purchase of a new 100 watt split band capable mobile cruiser radio. The radio would replace an antiquated communication system currently in use. Such an upgrade would improve our law enforcement operations as well as increase officer efficiency relating to traffic enforcement and road safety.

The new radio equipment would be compliant with the upcoming 2013 federal Narrow banding requirements. In addition the equipment would assist in our department's conversion from a 'talk about' radio frequency to a repeater system.

The current communication operations and equipment has areas in our jurisdiction that are not easily reachable by radio – thus creating safety and operational inefficiencies. The purchase of a new mobile radio would be utilized by uniformed patrol officers.

***Project timeline:***

The timeline for starting to completion of such a project would be about thirty to ninety days.

***Contact information for the Grant Project Officers:***

Chief Dana Lajoie

Lt. Christopher Burbank – [cburbank@sbmaine.us](mailto:cburbank@sbmaine.us)

180 Main Street

South Berwick, ME 03908

207-384-2254

## ***South Berwick Maine Police Department***

### **Budget Narrative:**

The grant request of \$2,613 would assist in the purchase of one Motorola 100 watt mobile cruiser radio and required associated equipment (microphone and antenna). The total cost of such a unit is \$3,219 – the difference would be the responsibility of the South Berwick Police Department. The estimates were obtained by checking with our primary regional vendor along with an independent on line search.

The new radio would replace out dated equipment and assist to dramatically improve our communication capabilities.

Any grant funding would be used to support and supplement our local budgetary commitment and would not be used to supplant current funding.

**A. Personnel**

<b>Job Title</b>	<b>Job function</b>	<b>Calculation</b>	<b>Federal Funds</b>
<b>Personnel TOTAL</b>			<b>0.00</b>

**B. Travel**

<b>Travel Description</b>	<b>Travel Calculation</b>	<b>Federal Funds</b>
<b>Travel TOTAL</b>		<b>0.00</b>

**C. Equipment (costing \$5000 or more)**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Federal Funds</b>
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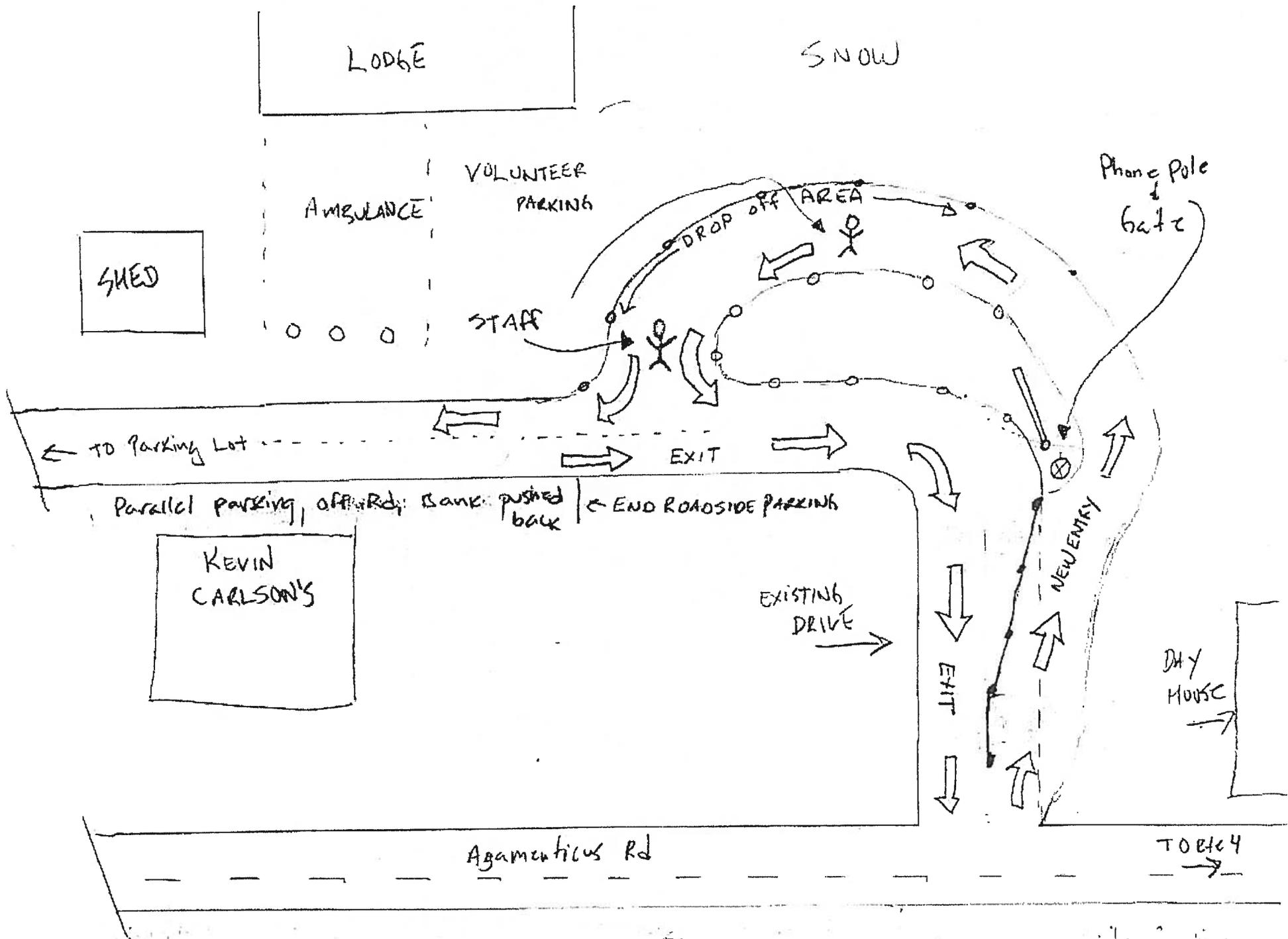
Consultants and Contracts TOTAL		
E. Other (Include equipment costing less than \$5000, supplies and all other)		
Description	Calculation	Federal Funds
Motorola 100 watt mobile radio / split band capable	1 unit total cost \$3,219 / grant funding available \$2,613.00 – difference from local funding	2,613.00
<b>Other TOTAL</b>		<b>\$2,613.00</b>

Budget Summary	
	Federal
A. Personnel	
B. Travel	
C. Equipment	
D. Consultants/Contracts	
E. Other	\$2,613.00
<b>Subtotal</b>	<b>\$2,613.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$3,219.00</b>

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

<b>Meeting Date: November 9, 2010</b>	<b>Item # NB 5</b>
<b>Agenda Item: Authorize Expenditure</b>	
<b>Interim Town Manager's Recommendation</b>	
As discussed during the workshop with the Recreation Committee, Jon St. Pierre has drawn up an estimate to build the drop off loop at Powderhouse Ski Hill. The materials estimate is \$2,200. Labor to be absorbed by the Highway Dept.	
<b>Requested Action</b>	
Motion to authorize the expenditure from Recreation Fields/Facilities Capital Account to construct the drop off area at Powderhouse Ski Hill.	
<b>Vote</b>	





Site Map

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

<b>Meeting Date: November 9, 2010</b>	<b>Item # NB 6</b>
<b>Agenda Item: Geotechnical work for Vine Street</b>	
<b>Interim Town Manager's Recommendation</b>	
FEMA has approved this study as a small project which requires a 10% match from the Town. The proposal we have in hand from Civil Consultants & R. W. Gillespie is for \$27,370. The Town's 10% match can be taken from the capital road account.	
<b>Requested Action</b>	
Motion to authorize the Interim Town Manager to sign a contract with Civil Consultants and R.W. Gillespie & Associates for the engineering design to restore the failed slope along Vine Street. Funds to be expended from the Capital Road Account.	
<b>Vote</b>	

**PROPOSAL FOR  
ENGINEERING & SURVEYING SERVICES  
VINE STREET RESTORATION  
South Berwick, Maine**

Prepared for :

**TOWN OF SOUTH BERWICK  
c/o Mr. Jon M. St.Pierre  
Town Hall, 180 Main Street  
South Berwick, Maine 03908**

*October 4, 2010*

**PROJECT:**

The Town of South Berwick is interested in preparing engineering designs and contract documents for stabilization and restoration of failed slopes along Vine Street in South Berwick, Maine. Vine Street runs along the northwestern side of Leigh's Mill Pond and is approximately forty to fifty feet above pond level, until it drops down to the Leigh's Mill Dam. Vine Street has a history of multiple slope failures, including three failures in 1996. Civil Consultants and R.W. Gillespie & Associates provided services to the Town for restoration of those failures. Recently Vine Street experienced another failure and the street has been closed to traffic.

The town has received funding commitments from FEMA to prepare geotechnical evaluations, engineering designs and construction documents for stabilization and restoration of Vine Street.

**CIVIL CONSULTANTS:**

CIVIL CONSULTANTS, located in South Berwick, Maine, has been providing engineering, surveying and planning services to a variety of public and private sector clients since 1977.

R. W. Gillespie & Associates, Inc., located in Saco, Maine, is a full-service Geotechnical Engineering Firm. They will provide geotechnical services as a subcontractor to CIVIL CONSULTANTS on the project.

**SCOPE OF SERVICES:**

CIVIL CONSULTANTS (CC) proposes to execute the project in the following sequence.

**Survey:**

Perform a topographic survey for approximately 600 feet of length of Vine Street, from Leigh's Mill Pond to 50-feet west of the street centerline. CC will survey topographic changes and extents of the recent failures and update the previous 1997 topography.

**Geotechnical Evaluation:**

R.W. Gillespie & Associates (RWG) will perform a subsurface investigation program along the failed portion of Vine Street. This program is expected to include installing a series of borings along the street and pond embankment, collecting soil samples at the borings, performing lab analysis on the samples to determine the engineering properties of the soil, conducting a stability analysis to model the potential for failure, and prepare a report of findings and construction recommendations. Please refer to the attached RWG proposal for more detail.

**Preliminary Design:**

CC will prepare preliminary designs of the slope restoration and horizontal and vertical realignment of Vine Street. These designs will be in sketch form. CC will review the designs with the Town in order to receive comments from the Town and FEMA.

**Contract Documents:**

CC will prepare final designs for the Vine Street restoration project. Contract documents including drawings and specifications will be prepared for the purpose of receiving bids from



qualified contractors to perform the restoration work.

**Bidding and Construction Services:**

The Town of South Berwick will receive bids for the project from qualified contractors, select a contractor, and will perform construction services for the project. CC will be available to assist the Town in performing these services, as authorized by the Town, under separate agreement.

**BUDGET:**

CC will perform the services requested by the Town of South Berwick on a Time & Materials basis, in accordance with the following fees:

1. Survey	
<u>Topographic Survey</u>	\$3,000
Survey Subtotal	\$3,000
2. Geotechnical Evaluation	
Subtotal	\$13,370
3. Preliminary Design	
Slope Stabilization	\$2,000
H & V Alignments	\$2,000
<u>Meetings</u>	\$1,000
Subtotal	\$5,000
4. Contract Documents	
Drawings	\$3,000
<u>Specifications</u>	\$3,000
Subtotal	\$6,000
5. Bidding, Contract Administration, and Construction Services (As Requested)	
<b>Total Items 1-4</b>	<b>\$27,370</b>

**UNDERSTANDINGS:**

The following services have not been included within the scope of this proposal. If any of these items are required for the project, they will be performed by the Town or by CC under separate authorization:

- Vine Street Right Of Way Research
- Permitting
- Probable Estimate of Construction Cost
- Bidding and Contract Administration

**PROJECT SCHEDULE:**

CC anticipates performing the Vine Street Restoration Scope of Services in conformance with the following schedule:

- Authorization from Town to start
- Topographic Survey                      Completed
- Geotechnical Evaluation                Oct.-Nov.
- Preliminary Design                      Dec.-Jan.
- Meet with Town to Review              Jan. 2011
- Construction Docs.                      Jan.-Feb. 11
- Bid Project                                Feb.-March
- Award Contract                         March 2011
- Construction Start                      April-May

**PERSONNEL:**

Mr. Carl V. Beal, P.E. will be the senior project engineer assigned to the project. Mr. Beal will be responsible for all of the services performed to the Town of South Berwick. Mr. Beal has over 29 years of experience in civil engineering and site development.

Mr. Thomas W. Harmon, P.E., P.L.S. President, will be the principal in charge of the project.

Mr. Thomas McCullom, P.L.S, will be responsible for all of the surveying services performed for the project. Mr. McCullom was responsible for the topographic surveys of the initial failure.

George D. Chobanian will be the staff engineer assigned to the project.

**WORKLOAD:**

As depicted in the project schedule of this proposal, CC is prepared to begin working on this project immediately following receipt of authorization to proceed from the Town of South Berwick. We anticipate completion of pre-construction scope of services by February 2011.

All services will be performed in accordance with CIVIL CONSULTANTS general terms and conditions dated January 1991 (Attachment I) which are attached and incorporated into this proposal by reference.



CIVIL CONSULTANTS appreciates the opportunity to propose these engineering and surveying services to the Town of South Berwick for the Vine Street Slope Restoration Project. We look forward working with the Town on this project.

For **CIVIL CONSULTANTS**

Thomas W. Harmon, P.E., P.L.S.  
President

Authorized by TOWN OF SOUTH BERWICK

\_\_\_\_\_  
Date: \_\_\_\_\_

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**CIVIL  
CONSULTANTS**  
Page 3 of 3

P.O. Box 100 South Berwick, Maine 03908 207-384-2550



# R. W. Gillespie & Associates, Inc.

Geotechnical Engineering • Geohydrology • Materials Testing Services

29 September 2010

05 October 2010 (Revised)

Thomas W. Harmon, P.E.  
Civil Consultants, Inc.  
P.O. Box 100  
South Berwick, ME 03908

Subject: Proposal for Geotechnical Evaluation  
Roadway Slope Stabilization - Vine Street  
South Berwick, Maine  
RWG&A Proposal No. P-7625GI

Dear Mr. Harmon:

In accordance with the request of Civil Consultants, Inc., R. W. Gillespie & Associates, Inc., (RWG&A) is pleased to present the following proposal for your review and consideration. Subsequent sections present our understanding of the project, anticipated geotechnical conditions, scope of services, and estimated fees. This proposal has been revised to reflect additional data from Civil Consultants, Inc.

## *Project Description*

Vine Street extends from SR 236 in a general southwest to south direction along the shore of Leighs Mill Pond. A landslide with several facets occurred along the west shore of the pond just south of a landslide which was repaired *circa* 1997, and north of the bridge which crosses the Great Works River at its confluence with the Salmon Falls River. The general area has had several slides including one in April 1996 and another in October 1996 with the former being the aforementioned repair. The current slide has undermined Vine Street and made passage by vehicular traffic unsafe.

## *Anticipated Geotechnical Conditions*

Previous work for the 1996 slides and a recent site visit to observe the latest slide indicate soils consist of roadway fill underlain by fine sand followed by silty clays of low to moderate plasticity. In turn, the clays are underlain by glacial till which is a mixture of sand, silt, and gravel

---

200 International Dr., Ste 170  
Portsmouth, NH 03801  
603-427-0244 • Fax 603-430-2041

Corporate Office  
86 Industrial Park Rd., Ste 4  
Saco, ME 04072  
207-286-8008 • Fax 207-286-2882  
[www.rwgillespie.com](http://www.rwgillespie.com)

P.O. Box 289  
Augusta, ME 04344  
207-623-4914 • Fax 207-623-3429

to cobble size stones. Groundwater typically occurs in the sand during wetter periods and at the sand-clay interface during drier times. Fluctuations of the pond appear to have some influence on groundwater levels.

## ***Scope of Services***

Based on anticipated geotechnical conditions and previous work near the site the following scope of services is presented for your review and consideration:

1. Review existing data and conduct a site visit to observe existing conditions (completed).
2. Prepare a soil exploration and sampling program. It is currently anticipated that the exploration program would consist of three borings at the slide location.
3. Provide an exploration plan for your project surveyor to mark the proposed exploration locations in the field. The cost for surveying services is not included in the estimated fee.

Contact DigSafe to locate public utilities near exploration locations. Others are responsible for marking private utilities in the vicinity of proposed exploration locations and for notifying RWG&A if there are conflicts with utilities so that boring locations can be adjusted if needed.

State law requires a minimum 72-hour notice (3 business days) to DigSafe prior to conducting explorations. To reduce the potential for scheduling delays, it is suggested the locations be marked a minimum of 5 business days prior to the scheduled field exploration date.

4. Drill, log, and sample three borings at the slide location. Two borings would be drilled to depths of 35 to 60 feet depths using a track mounted rig unless refusal was encountered prior to those depths. The third boring would be drilled near the slide toe using a tripod rig and standard penetration resistance test equipment. Its depth is expected to be 10 to 15 feet.

Monitor the subsurface exploration program under the oversight of an RWG&A representative who would observe, log, and take representative samples of the soils encountered. For purposes of the geotechnical investigation, refusal is defined as 100 blows with a 140 pound drop hammer for 1-foot or less penetration of a split-barrel sampler or probe rod.

Standard penetration resistance tests (ASTM D1586, *Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils*) would be performed at about 5-foot intervals or RWG&A's discretion. Field vane testing and thin-walled tube sampling would be

performed in one soil boring in lieu of standard penetration testing, assuming medium stiff to soft silty clay deposits are encountered.

RWG&A's representative would develop field boring logs based on recovered samples, auger cuttings, and observations using the procedures outlined in ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*. Samples would be preserved for transport to our geotechnical laboratory. Groundwater would be observed as the drilling progresses and measured at the completion of each boring. Borings would then be backfilled with cuttings extracted from the bore holes.

RWG&A intends to use a track-mounted drill rig. Although the drill rig has a relatively low ground pressure, rutting of the ground surface and marring of surfaces will occur. Completed boreholes would be backfilled with cuttings from the explorations. The property owner should be advised of and anticipate the need to restore areas the drill rig has traveled over; restoration by RWG&A or the drilling subcontractor, other than as described above, is not included.

5. Perform laboratory tests on soil samples recovered from the subsurface explorations to aid in soil description, and for determination of engineering properties needed for foundation design. It is anticipated that the laboratory program would consist of index properties such as water content and grain-size analysis. Laboratory vane shear strength tests would be performed on thin-walled tube samples.
6. Evaluate the field and laboratory data, and perform engineering evaluations of practicable measures to improve stability of the slope. As currently envisioned, remedial measures might include lowering the grade and shifting the alignment of Vine Street, building a stabilization (i.e. toe) berm along the bottom of the slope, reinforcing the slope or combinations of these measures. The above would also include an evaluation of geotechnical aspects of earthwork construction issues.
7. Provide the results of our field explorations, laboratory testing and evaluation in an engineering report. The report would present boring logs and location plan, subsurface profiles based on interpolation between the test borings, laboratory test results and recommended alternate remedial measures to stabilize the slope. This information would include criteria needed for final design and preparation of contract drawings and technical specifications.

### ***Estimated Fee Basis and Schedule***

The estimated fee for the geotechnical evaluations is \$11,600 to \$12,600, as illustrated on Table I, attached. The unit prices in Table 1 would be used to determine the cost of requested

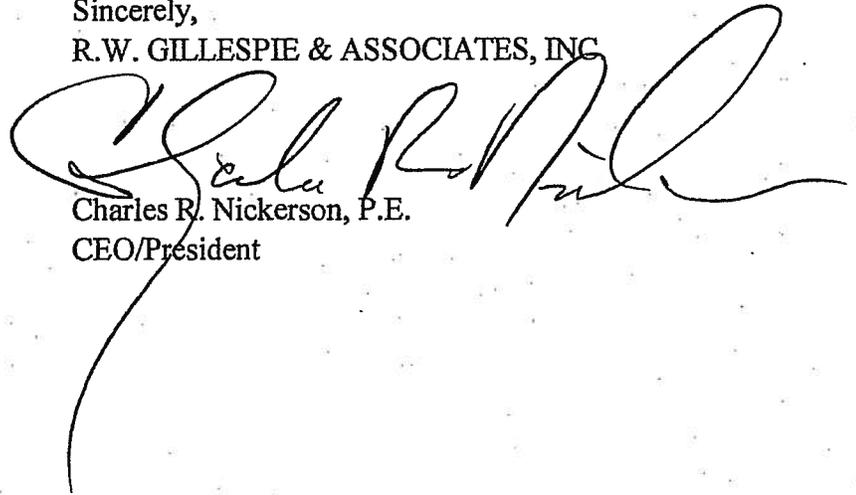
# R. W. Gillespie & Associates, Inc.

Page 4 of 9

services not identified herein, if needed. For example, the above fees do not include attendance at meetings, participation in conference calls, or preparation of drawings or specifications. Should you find our proposal acceptable, please sign one copy and return it to RWG&A; this will serve as our notice to proceed. Commercial Terms and Conditions are attached for your review.

For scheduling purposes, soil boring exploration subcontractors are typically available within two to three weeks of notice to proceed. Preliminary results would be available shortly after completion of the field work, and our final report within 10 to 15 business days of receipt of the requested project design information or completion of laboratory testing.

Sincerely,  
R.W. GILLESPIE & ASSOCIATES, INC

A large, stylized handwritten signature in black ink, appearing to read 'Charles R. Nickerson', is written over the typed name and title.

Charles R. Nickerson, P.E.  
CEO/President

RWG/CRN:md  
In duplicate

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# **R. W. Gillespie & Associates, Inc.**

## **Authorization for Evaluation of Slope Stabilization**

**Vine Street**

**South Berwick, Maine**

**RWG&A Proposal No. P-7625GI**

**Estimated Fee Range \$11,600 to \$12,600**

The above arrangements are understood and accepted.

Civil Consultants, Inc.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TABLE I  
ESTIMATED FEE BASIS  
EVALUATION OF SLOPE STABILIZATION  
VINE STREET  
SOUTH BERWICK, MAINE

<u>Description</u>	<u>Unit</u>	<u>No. of Units</u>	<u>Unit Cost</u>	<u>Total</u>
<i>Project Review and Exploration Program (Completed)</i>				
Project Geotechnical Engineer	Hour	2	\$85.00	\$170.00
<i>Subsurface Exploration</i>				
<u>Test Boring Subcontractor</u>				
Mob-Demob	LS	1	\$115.00	\$115.00
Tripod Rig with crew	Day	1	\$1,725.00	\$1,725.00
Track Mounted Drill Rig	Day	1	\$1,610.00	\$1,610.00
Thin-walled Tube Sampling	ea.	4	\$55.00	\$220.00
Grout	LF	100	\$4.50	\$450.00
				\$4,120.00
<u>RWG&amp;A</u>				
Dig-Safe	Hour	3	\$60.00	\$180.00
Exploration Technologist	Hour	20	\$60.00	\$1,200.00
Project Geotechnical Engineer	Hour	1	\$85.00	\$85.00
Travel	Trip	2	\$50.00	\$100.00
Log Preparation (Typing)	Hour	2	\$55.00	\$110.00
				\$1,675.00
<i>Laboratory Testing</i>				
Moisture Content	Each	15	\$10.00	\$150.00
Atterburg Limits	Set	3	\$125.00	\$375.00
Grain-size	Each	1	\$65.00	\$65.00
Laboratory Geonor Shear Vane	Each	8	\$50.00	\$400.00
One-Dimensional Consolidation	Each	-	\$350.00	\$0.00
				\$990.00
<i>Engineering Analyses and Documentation</i>				
Graphics	Hour	6	\$55.00	\$330.00
Geotechnical Engineer	Hour	40	\$85.00	\$3,400.00
Chief Geotechnical Engineer	Hour	3	\$115.00	\$345.00
Principal Geotechnical Engineer	Hour	3	\$150.00	\$450.00
Administrative Assistant	Hour	3	\$55.00	\$165.00
Report Documentation*	LS	1	\$150.00	\$150.00
				\$4,840.00
			Total:	\$11,625.00

*Estimated Fee Range: \$11,600 to \$12,600*

# R. W. Gillespie & Associates, Inc.

Page 7 of 9

**Corporate Office**  
86 Industrial Park Rd., Ste 4  
Saco, ME 04072

**Branch Office**  
200 International Dr., Ste 170  
Portsmouth, NH 03801

\* Based on four hard copies of report delivered by US Postal Service.

## TERMS AND CONDITIONS GEOTECHNICAL SERVICES

### 1. CHARGES

Personnel: Charges are computed on an hourly rate schedule listed in the proposal. Annual increases will not exceed an average of ten (10) percent per classification.

Equipment, Subcontractors, and Supplies: Charges for specialized equipment, mileage, subcontractors, consultants, laboratories and supplies required to complete the project are itemized in the proposal. A fifteen (15) percent fee is added to all subcontract invoices to cover handling and added costs.

### 2. TEST BORINGS, ANALYTICAL TESTING AND OTHER SUBCONTRACT

To perform test borings, analytical testing, and other services, we will engage a subcontractor. At your request, we can arrange for you to enter into a direct contract with the subcontractor. In that event, invoices for these outside services will be forwarded to you for your direct payment to the subcontractor.

### 3. INVOICES

Invoices are issued monthly, payable upon receipt. Amounts not paid within thirty (30) days are subject to a service charge of one and one-half (1-1/2) percent per month. Client agrees to pay all fees including attorney fees, court costs, or other expense, incurred for the collection of delinquent accounts.

### 4. SAMPLES

All samples acquired by us (soil, concrete, rock, etc.) will be discarded thirty (30) days after submission of our final report, unless you advise us otherwise. Upon Client's written request, we will forward the samples at your cost, or will store them for you for an agreed period and storage charge.

### 5. RIGHT OF ENTRY ON SITE

Unless otherwise agreed, the Client will furnish right of entry on the site for us to make test borings, test pits, explorations, and other evaluations. We will take reasonable precautions to minimize damage to the site from use of equipment but have not included in our fee the cost for restoration of damage that may result from these operations. Any site restoration requested in writing will be accomplished and the cost will be added to our fee.

We will take reasonable precautions to avoid damage to buried utilities, including utilizing the services of Dig Safe as an attempt to locate unknown underground utilities. However, we will not be responsible for damage or injury resulting from our explorations for your project which encountered unknown or incorrectly located utilities or structures.

Client acknowledges that it is now and shall remain in control of the site at all times. R. W. Gillespie & Associates, Inc., does not, by this agreement with Client, assume any responsibilities or liabilities with respect to the site. R. W. Gillespie & Associates, Inc., shall be solely responsible for its employees' activities on the job site, but this shall not be construed to relieve owner or any construction contractors from their responsibilities for maintaining a safe job site.

## **6. UNANTICIPATED CONDITIONS**

Hazardous substances may exist at a site where there is no reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client. R. W. Gillespie & Associates, Inc., and Client agree that the discovery of such conditions constitutes a significant change in the scope of work originally outlined. Based on our evaluation of conditions, we may:

- a. If practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal.
- b. Stop work pending agreement with Client to modify the scope of services and estimate of charges to include evaluation of the previously unforeseen conditions and occurrences.
- c. Terminate the services effective on the date specified by us in writing. Client waives any claim against R. W. Gillespie & Associates, Inc., and agrees to indemnify and defend and hold R. W. Gillespie & Associates, Inc., harmless from any claim of liability for injury or loss arising from R. W. Gillespie & Associates, Inc.'s encountering of unanticipated hazardous materials or suspected hazardous materials.

## **7. INFORMATION PROVIDED BY OTHERS**

For purposes of economy and expediency, RWG&A will rely on information provided by Client and indicate to Client information needed to form an opinion. It is understood that it is not practicable to identify all information needed until after services begin. Furthermore, it is understood that Client will provide RWG&A with as much of such information requested that is available to Client, inform RWG&A of reports or materials prepared by others that relate to RWG&A's portion of the work, and that Client will furnish these to RWG&A. RWG&A is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, it is understood that Client will, to the fullest extent permitted by law, waive any claim against RWG&A, and indemnify, defend, and hold RWG&A harmless arising from any claim or liability for injury or loss, arising from alleged error, omissions, or inaccuracies in documents or other information provided by Client. Client will also compensate RWG&A for any time spent or expenses incurred by RWG&A in defense of any such claim. Such compensation will be based on RWG&A's prevailing fee schedule and expense reimbursement policy.

## **8. CONFIDENTIALITY**

R. W. Gillespie & Associates, Inc., will not intentionally divulge information regarding the proposal, services or report, except to Client or parties designated by Client in writing. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise Client in order that Client may diligently notify the appropriate authorities. If Client fails to act in a responsible manner, R. W. Gillespie & Associates, Inc., as a professional association, will notify the appropriate authorities. Client waives any claim against R. W. Gillespie & Associates, Inc., and agrees to defend, indemnify and save R. W. Gillespie & Associates, Inc., harmless from any claim or liability arising from conditions or notification of conditions at the site. Information which is the public domain or which is provided to us by third parties is not considered confidential.

## **9. ESTIMATED FEE**

Our estimated fee is an opinion of the estimated, probable costs required to perform the scope of work. We must make a number of assumptions as to actual conditions that will be encountered on the site, the general construction climate, and other factors over which we have no control.

## **10. STANDARD OF CARE**

R. W. Gillespie & Associates, Inc., is a professional association and represents that its professional services are performed in a manner consistent with that level of care and skill ordinarily exercised by

members of the profession practicing under similar conditions. No other representation, expressed or implied, is intended. Our recommendations are based on our interpolation of conditions encountered by the explorations. Conditions between the explorations are, in fact, unknown. Field review during excavation/construction is an integral part of the design, since significantly more knowledge of subsurface conditions will be revealed by the excavation process. Depending on site conditions, it may be necessary for us to be retained during the construction process to complete our design recommendations.

11. INSURANCE

GENERAL: Our liability to our Client for injury or damage to persons or property for which we may be found legally liable shall be limited to the following:

Workmen's Compensation	Statutory Limits
Injury & Property Damage Combined Single Limit	\$1,000,000

12. LIMITATION OF LIABILITY

The Client and R. W. Gillespie & Associates, Inc., agree, to the fullest extent permitted by law and notwithstanding any other provisions in this agreement, the total liability of R. W. Gillespie & Associates, Inc., and its officers, directors, owners, share holders, employees, agents, and subconsultants or any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs of damages, of any nature whatsoever, arising out of, resulting from, or in any way related to the project or this agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or other civil liability, shall not exceed the total compensation received by R. W. Gillespie & Associates, Inc., or the total amount of \$50,000.00, whichever is less. If the Client prefers not to limit R. W. Gillespie & Associates, Inc., liability to this sum, we may agree to increase the limit of liability in \$25,000 increments up to \$100,000, provided that the Client agrees to pay an additional consideration of 5 percent of the incremental increase in the limit for this waiver. The request for this option must be made by the Client in writing at the time the Client accepts the proposal. The charge is consideration for the greater risk involved in performing work for which the limitation of liability exceeds the total compensation received by R. W. Gillespie & Associates, Inc., or the amount of \$50,000, whichever is less. It should not be construed as a charge for professional liability insurance.

13. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by R. W. Gillespie & Associates, Inc., as instruments of service shall remain the property of R. W. Gillespie & Associates, Inc.

14. GOVERNING LAW

The laws of the State of Maine will govern the validity of this agreement, its interpretation and performance.