

**South Berwick Town Council  
Public Hearing  
FY26 Municipal Budget  
April 8, 2025**

Chair Mallory Cook opened the hearing at 6:30pm. Councilors present included Vice Chair Melissa Costella, Jeffrey Minihan, John James and William Cole. Town Manager Tim Pellerin was also in attendance.

The purpose of the hearing was to receive public comment regarding the FY26 Municipal Budget

Fire Chief, Nick Hamel spoke about the Fire Based EMS Services proposal. He provided a Q&A sheet (attached)

Deb Cram, Ross Street, asked if the instability at the federal level had any effect on our budget. Chair Cook responded that at federal standpoint no.

State Representative, Tiffany Roberts emailed the council regarding the Fire Based EMS Services. She provided a presentation providing more information. (attached)

The hearing was closed at 7:02pm.

Attest:

Tyanne Giambusso, Town Clerk

## Tyanne Giambusso

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**From:** Roberts, Tiffany <tiffany.roberts@legislature.maine.gov>  
**Sent:** Saturday, March 22, 2025 4:07 PM  
**To:** councilors  
**Cc:** Tim Pellerin; Jennifer Janelle; Tyanne Giambusso  
**Subject:** Follow-Up on EMS Discussions & Recommendation for Due Diligence  
**Attachments:** Addressing Financial Challenges of Ambulance Services in Maine.pdf

Dear Members of the South Berwick Town Council,

I'm writing to follow up on discussions I've had with some of you and to respectfully request that this letter be entered into the public record, in supporting documents, as the Council continues deliberations around the possibility of creating a municipal EMS service.

After speaking directly with state officials and EMS leaders in Augusta and around the state, as well as reviewing the findings of the Blue Ribbon Commission on EMS and other state and federal analyses, I'm concerned that several critical pieces of information have yet to be fully considered as part of the town's evaluation process.

As conveyed to me in person by multiple EMS experts and leaders in Augusta, the economic realities of operating a sustainable ambulance service are stark: In order for an ambulance service to break even, each ambulance that is staffed 24/365 must do approximately 2,500 paying calls per year.

South Berwick currently sees around 500 fire/(EMS?) calls annually. This is far below the break-even threshold. This data point alone raises serious questions about the financial sustainability of launching a stand-alone EMS service without significant, recurring taxpayer subsidies aka: property tax increases.

Additionally, Maine's EMS system is in crisis due to poor reimbursement rates, especially from Medicare and MaineCare, and persistent staffing shortages. These systemic issues are why the Blue Ribbon Commission on EMS strongly recommends regionalization as the preferred path forward. The model of "an EMS agency in each town" has been found to be neither fiscally nor operationally efficient.

While some Maine communities have created municipal EMS services, it's important to note that, in large, the decision originated from a switch from private providers to municipal fire departments. The consequences of such shifts, in places like Fort Fairfield and Waterville, were severe enough that the Legislature responded by requiring that any new EMS services obtain a Certificate of Need (CON) in addition to standard licensing.

Starting an EMS service is not as simple as staffing and equipping ambulances. The CON process is rigorous, designed to prevent duplicative or unnecessary services, and includes detailed financial and operational scrutiny at the state level.

### Key Sources and Data for Council Review

To ensure a fully informed decision, I urge the Council to review the following materials that I'm sharing with this letter that were provided to me:

1. Addressing the Financial Challenges of Ambulance Services in Maine (Maine Ambulance Association): This report outlines the widening gap between EMS operating costs and reimbursements, especially in small towns. In rural areas like ours, the median cost per transport is \$2,549, while median revenue per transport is just \$645, forcing towns to bridge the gap with local tax dollars.

2. Medicare Ground Ambulance Data Collection System (CMS GADCS) Report: Offers a national picture of how ambulance services are operating at a loss in many parts of the country and the implications for towns like ours.

3. Maine EMS Rules – Effective 2025 : These rules include the updated CON requirements that any new service must meet, in addition to licensing and operational oversight.

4. EMS Trend Report – Quantifying the Expense-Revenue Gap: This piece outlines how EMS across the U.S. is experiencing a widening fiscal crisis—something that Maine is seeing firsthand.

I understand the urgency of ensuring reliable EMS service for our town. However, I am deeply concerned by what appears to be a rushed effort to launch a municipal EMS service without a full financial and operational evaluation. Decisions with long-term tax implications and service ramifications should not be made without transparent due diligence and broad community input.

I strongly recommend, the Town engage a professional EMS consultant for an assessment. This would provide the Council and Town someone with direct experience guiding Maine towns through this type of analysis. These consultants can help determine not only feasibility and cost, but also assess all service model options, including regional partnerships, which are repeatedly emphasized as the most sustainable and equitable solution.

Unfortunately, I won't be able to attend the upcoming meeting in person as I will be in Augusta for legislative business. But I remain available to help connect the Council with EMS experts, state officials, or trusted consulting resources who can support a thorough and informed process.

Thank you for your time and thoughtful consideration on this critical issue.

Sincerely,

Tiffany D Roberts

Maine State Representative

District 149: Parts of North Berwick and South Berwick

House Chair, Joint Standing Committee on Inland Fisheries and Wildlife

Ranking Member, Joint Standing Committee on Housing and Economic Development

Cell: 207-210-3287

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ADDRESSING THE FINANCIAL CHALLENGES  
OF AMBULANCE SERVICES IN MAINE  
A REVIEW OF THE MEDICARE GROUND AMBULANCE DATA  
COLLECTION SYSTEM (GADCS) REPORT

ROBERT RUSSELL, DIRECTOR  
MAINE AMBULANCE ASSOCIATION  
[Director@maineambulance.org](mailto:Director@maineambulance.org)

## Introduction

Ground ambulance services are a cornerstone of emergency medical response and pre-hospital care in Maine and across the United States. Despite their critical role, these services face growing financial pressures, particularly in rural and super-rural areas. The Medicare Ground Ambulance Data Collection System (GADCS) was established to provide comprehensive data on the operational costs, revenue streams, and reimbursement rates for ambulance services nationwide. This system aims to create a clearer picture of the economic challenges faced by providers and to guide policymakers in developing equitable reimbursement models.

In Maine, GADCS data reveals significant shortfalls in revenue. With MaineCare and Medicare reimbursements among the lowest on the payor scales, we can conclude that they fall significantly short of covering the true costs of services. These funding gaps are frequently filled by local tax dollars, placing smaller towns at a distinct disadvantage and exacerbating disparities in access to emergency medical services. This paper highlights the challenges ambulance providers face and outlines potential policy solutions to ensure sustainable emergency medical services across Maine.

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## Key Findings from the GADCS Report

### Total Costs Per Transport by Geographic Area

The cost of providing ground ambulance services varies significantly between urban, rural, and super-rural areas, reflecting the unique challenges of each setting. For Maine, actual costs are likely closer to the **median values** due to the state's demographic and geographic characteristics.

- **Urban Areas:**
  - Total cost per transport (mean): \$2,401
  - Total cost per transport (median): \$1,227
- **Rural Areas:**
  - Total cost per transport (mean): \$2,549
  - Total cost per transport (median): \$1,224
- **Super-Rural Areas:**
  - Total cost per transport (mean): \$3,505
  - Total cost per transport (median): \$1,829

### Revenue Per Transport by Geographic Area

Revenue varies significantly by payer type and geographic region. The report averages revenue across all payer types, but MaineCare payments are known to fall well below these averages. This results in substantial revenue shortfalls when compared to costs, with local tax dollars often required to bridge the gaps, further straining small-town budgets.

- **Urban Areas:**
  - Revenue per transport (mean): \$1,040
  - Revenue per transport (median): \$545

- **Rural Areas:**
  - Revenue per transport (mean): \$1,130
  - Revenue per transport (median): \$645
- **Super-Rural Areas:**
  - Revenue per transport (mean): \$1,431
  - Revenue per transport (median): \$849

Shortfalls highlight the disproportionate challenges faced by rural and super-rural providers, who must operate with higher costs but receive lower proportional revenues.

### Key Cost Drivers

- **Labor Costs:** Account for 62-70% of total expenses, driven by staffing shortages and the need for specialized skills.
- **Vehicle Costs:** Particularly high in rural and super-rural areas due to longer travel distances and increased wear and tear.
- **Facility Costs:** Urban providers face higher leasing costs, while rural providers often rely on municipally subsidized facilities.
- **Training and Certification Costs:** Expenses associated with ongoing education and certification requirements for EMS personnel, which are critical for maintaining high-quality care.
- **Medical Supplies and Equipment:** Rising costs of medical supplies and equipment, including advanced life support (ALS) tools, contribute significantly to operational expenses.
- **Insurance Costs:** Liability and vehicle insurance premiums are substantial, particularly for providers operating in high-risk or geographically remote areas.
- **Technology and Communication Systems:** Investments in modern dispatch systems, communication equipment, and electronic health record (EHR) systems add to overall expenses.
- **Regulatory Compliance Costs:** Meeting state and federal regulatory requirements, including safety standards and reporting obligations, imposes additional financial burdens.

## Implications for Maine

### Rural and Super-Rural Challenges

Maine's rural and super-rural areas bear disproportionate financial burdens, characterized by:

- Operating at a loss due to low call volumes and high operational costs.
- Increased reliance on local tax dollars to cover revenue shortfalls, exacerbating disparities for smaller towns.
- Difficulties in retaining staff and maintaining service levels.
- Risks of service reductions or closures, jeopardizing emergency access.

## **Urban Providers**

Urban providers, despite benefiting from higher call volumes and economies of scale, face significant gaps between revenue and costs, limiting their ability to invest in workforce and infrastructure development.

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## **Policy Recommendations**

### **Enhance Reimbursement Rates**

- Increase MaineCare reimbursement rates to better align with actual service costs and reduce reliance on local tax dollars.
- Work toward more equitable funding mechanisms for both private and municipal EMS providers.

### **Address Commercial Insurance Shortfalls**

- Advocate for commercial insurance reimbursement rates that reflect the full cost of ambulance services.
- Collaborate with insurers to establish fair and consistent payment models.

### **Create a Permanent EMS Oversight Commission**

- Establish a statewide body to evaluate and improve Maine's EMS system.
- Prioritize regionalization of services to enhance efficiency and equity.

### **Improve Cost Reporting in Maine**

- Implement standardized cost reporting for all EMS providers to gain a clearer understanding of Maine-specific expenses.
  - Leverage this data to advocate for regionally appropriate funding adjustments and equitable reimbursement rates.
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## **Conclusion**

Ground ambulance services are vital to Maine's public health and safety, but their sustainability is increasingly at risk. Local tax dollars currently fill significant revenue shortfalls, placing smaller towns at a severe disadvantage. By addressing reimbursement disparities, improving cost transparency, and fostering systemic reforms through a permanent EMS commission, Maine can ensure equitable and sustainable access to emergency medical services statewide. These targeted initiatives are essential for protecting the health and safety of all Maine residents, regardless of their location

# SOUTH BERWICK FIRE DEPARTMENT

## FIRE-BASED AMBULANCE PROPOSAL



### BACKGROUND

#### THE PROBLEM

Ambulance services are in financial crisis and struggling to survive. Despite increased public subsidies, they struggle to stay in business, and maintain adequate staffing.

Call and volunteer fire departments are facing similar staffing struggles. Most active members are aging out, and younger people do not have the time to commit.

#### THE SOLUTION

#### FIRE-BASED EMS

A fire-based EMS system utilizing cross trained Firefighter-EMT and Firefighter-Paramedics is the sustainable solution that combats both of these public safety crisis.

#### THE VISION

### COMMUNITY FOCUSED vs. CONTRACT FOCUSED

The mission of **South Berwick Fire** is, and always will be to serve our citizens in their time of need. **We exist solely to serve YOU!**

- Improved response times
- Improved availability
- Improved community engagement
- Local control
- Long-term stability

📞 207-384-2731

📧 [sbfd@sbmaine.us](mailto:sbfd@sbmaine.us)

### THE PLAN

#### COMBINED, STAFFED SERVICE

We propose a Fire & EMS Department that is staffed 24/7 with cross trained Fire & Medical personnel. The South Berwick Fire Department would assume emergency ambulance service in town starting July 1, 2026.

Despite the increased costs, no other available solutions address BOTH the Fire and EMS Crisis as efficiently or economically.

### BUDGET



**OPERATING BUDGET: \$1,259,033**

**FIRE DEPARTMENT \$565,392**

**ADD:** Fulltime staff starting May 2026

4 Firefighter/Paramedics

4 Firefighter/EMT's

**CAPITAL IMPROVEMENTS \$250,000**

**ADD:** Order new ambulance

**ADD:** Station modifications

**RESCUE SERVICES \$310,241**

No Change, York Ambulance

Contract through 6/30/26

**BENEFITS \$133,400**



**ONE-TIME EXPENSE: \$407,000**

Purchase used ambulance & equipment,  
New hire expenses, licensing, & permitting



# Frequently Asked Questions

## **Q: WHY NOT JUST CHANGE AMBULANCE CONTRACTORS?**

**A:** Most non-municipal ambulance services are under the same financial pressures, leaving very few options. This would not address the looming firefighter shortage.

## **Q: WHY SHOULD WE DO THIS NOW, CAN'T WE WAIT?**

**A:** These problems have been building for years, and there is no relief in sight. Each year that passes by, the cost to transition increases.

## **Q: HOW WILL THIS IMPROVE EMERGENCY MEDICAL SERVICE?**

**A:** Currently we are provided a single staffed ambulance available for calls. SBFD has trained EMT's who will answer calls with the second ambulance as needed, reducing our reliance on mutual aid.

## **Q: HOW WILL THIS IMPROVE FIRE DEPARTMENT SERVICE?**

**A:** The contract ambulance crew has no firefighter training. Our cross trained Firefighter-EMT's will respond to all calls from the station, arriving on scene quickly, and providing assistance in conjunction with call firefighters.

## **Q: HOW WILL THIS IMPROVE COMMUNITY ENGAGEMENT?**

**A:** We will treat medical education and awareness the same way that we treat fire prevention programs today. We focus on the most at-risk groups and deliver training, education, and information tailored for each group to improve safety town-wide.

## **Q: WILL THE AMBULANCE MAKE MONEY?**

**A:** This is not, and will never be a money maker. The purpose of the consolidation is to solidify the emergency response in South Berwick and increase the level of service while providing the best possible value. Billing revenue can offset some of the costs.

## **Q: HOW WILL THIS EFFECT FUTURE EMERGENCY SERVICES BUDGETS?**

**A:** The first two years are the toughest financially. There are contract costs, startup costs, personnel costs, and little incoming billing revenue. The long-term value starts in year three and continues beyond with a stabilized Fire and Rescue delivery system that improves quality of life at a more predicible cost.

## **Q: HOW CAN WE HELP?**

**A:** We are asking for your vote at the annual town meeting on May 20<sup>th</sup>

**Vote YES on Article 10 - Emergency Services**

**Vote YES on Article 18 - Capital Improvements & Reserves**

# **WE APPRECIATE YOUR SUPPORT!**

 207-384-2731

 sbfd@sbmaine.us



**South Berwick  
Board of Assessors  
April 8, 2025**

Chair Mallory Cook called the meeting to order at 7:03pm. Assessors present included Vice Chair Melissa Costella, John James, Jeffrey Minihan, and William Cole. Town Manager Tim Pellerin and Assessing Agent verna Sharpe were also in attendance.

Property: 13 Punkintown Road 001-033-001

Assessing Agent Sharpe explained the owner believes property is worth less than assessed value based on surrounding sales and usable land and requested an abatement of \$200,000. This wood-framed 1-story light industrial building is new construction that was partially built (34 %) and site work had not yet been completed as of 4/1/2024. This was based on data that has since been adjusted for quality, materials used, # of units. Updated data leads to a value as if finished of \$847,300 without paving. Land was purchased in 2023 for \$200,000, site work and paving \$186,750, the building cost, now finished, amounted to \$590,153, for a total of \$976,903. The indicated value below at 34% complete without paving is reasonable in her opinion. Assessing Agent Sharpe recommends granting an abatement of \$138,000.

1. On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to grant the abatement in the amount of \$138,000.

On a motion by Chair Cook, seconded by Vice Chair Costella, it was voted 5-0 to adjourn the meeting at 7:03pm.

Attest:

Tyanne Giambusso,  
Town Clerk



**South Berwick  
Town Council Meeting  
April 8, 2025**

Chair Mallory Cook called the meeting to order at 6:30pm. Councilors present included Vice Chair Melissa Costella, John James, Jeffrey Minihan, and William Cole. Town Manager Timothy Pellerin was also in attendance.

**Approval of Minutes**

1. Town Council 3-25-2025: On a motion by Chair Cook, seconded by Vice Chair Costella, it was voted 5-0 to adopt the minutes as written.

**Treasurer's Warrant**

1. On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to sign the warrant dated April 3, 2025, in the amount of \$1,172,853.78.

**Public Comment**

1. Brad Christo, Oldfields Rd, read a letter to The Council and Town Manager Pellerin regarding loss of funding for the sewer district. (attached) Town Manager Pellerin thanked Brad for bringing this matter to attention. We are monitoring the decisions and offered DeCarlo Brown's resources for extra funding.

2. Susan Burke, Sewall Rd, asked what a quasi-municipal corporation was. It was stated that this is a municipal entity that is not governed by the town but its own governing body. Water and Sewer are both quasi-municipal corporations.

3. Deb Cram, Ross St, wanted to clarify that what they've learned about the previous comments was accurate. With the loss of the sewer district funding the additional funds could appear in their sewer bill not their taxes. Town Manager Pellerin confirmed that is accurate.

**New Business**

1. On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to schedule an interview with the potential Historic District Committee member on 4-22-25 at 6pm in the Council Chambers.

2. On a motion by Chair Cook, seconded by Councilor Cole, it was voted 4-1 to approve the Fiscal Year 26 draft Expense Budget with an increase of \$1,280,521, for a total of \$11,368,696.

On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to approve the Fiscal year 26 draft Revenue Budget with an increase of \$608,000, for a total of \$5,376,289.

3. On a motion by Chair Cook, seconded by Councilor Cole, it was voted 5-0 to approve the Town Meeting Warrant for Fiscal Year 2025/2026 as presented with amendments.

4. On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to set the Annual Town Meeting for Tuesday, May 20, 2025, at 6pm in the Central School Gymnasium. Voter check-in to start at 5pm.

5. On a motion by Chair Cook, seconded by Councilor Cole, it was voted 5-0 to appoint Maya Srinivasan and Laura Eaton to the Comprehensive Plan Committee with a term expiration of June 30<sup>th</sup>, 2026.

On a motion by Chair Cook, seconded by Councilor James, it was voted 5-0 to appoint Tamre Steinhauer, Dan Boyle, Edward Flanagan, and Roxanne Poulin to the Downtown Revitalization Committee with a term expiration of June 30<sup>th</sup>, 2026.

**Town Manager's Report**

- **Highway** Road patching. Shoetown playground cleanup. Snow equipment was serviced and put away for the summer.

- **Police Department** 5 Arrests. 3 Accidents. 108 Traffic stops.

- **Fire Department** 12 Calls in the last two weeks and 124 YTD. The truck committee for Engine 1 traveled to Pierce Manufacturing in Appleton, WI for final inspection of the new Engine. They inspected and tested all the truck's systems and finishes. We should take delivery here in South Berwick by the end of April.

- **Code Enforcement** 19 Building Permits. 4 Plumbing Permits. 31 Inspections. 16 Certificate of Occupancy. 3 Violations. New permit applications are active and received really good feedback.

- **Planning/Economic Development** Application - Belle Marsh Road – New application received (sketch) for an 11-lot subdivision. Currently in the staff review process. A Façade Grant has been approved for a Downtown Business, "Hidden Greens." We look forward to seeing the improvements realized. The grant program remains open to taking new applications! Shoetown Park clean up scheduled for 4/26 from 9-12. Come out to clean up and play a game of kickball. Design Workshop scheduled for 5/19 from 5-7. Come share your ideas for the future of Shoetown Park.

- **Library** Author visit with Maine author Monica Wood brought in 106 attendees. All levels of Vinyasa yoga now offered on Tuesdays from 10:15 a.m. to 11:15 a.m. Check out the library page for more information and to register. March Report: Items borrowed: 2608, Inter Library Loans outgoing: 138, Inter Library Loans Incoming: 328, Door Count: 2302, Computer uses: 104, and 29 programs with a total of 332 attendees.

- **Recreation/Senior Center** Two new programs to our after-school enrichment program offerings, Discovery Squad and Kids Art Studio. Summer camp registration started last week and is already half full. The seniors started a new SEAT exercise class in January, and it continues to be a huge success bringing in anywhere from 16 – 24 participants. It started with one class a month and increased it to two classes a month running every other Thursday. Easter dinner celebration on Wednesday, 4/16 with A Rose and Two Thorns for entertainment followed by a ham dinner.

- **Assessing** Started to review Personal Property Declarations and BETE applications. Started to review Exempt property applications (Beneficial/Charitable, Literary/Scientific, Fraternal, Church, & Parsonage).

- **Town Clerk** 842 sets of plates have arrived in office. Gearing up for May 1st. Q&A fact sheet can be found on the Town Clerks page under Motor Vehicles.

- **Assistant Town Manager/Finance/HR/EMA** Trio Web testing all week. Go live on Friday 4/11. Tax letters will be mailed out on Monday. Elevator passed yearly inspection.

- **Town Manager** Railroad Ave discussion- update for a new use study. Communications Study meeting with Barbara McCloud. Signed a contract for a Communications Audit for \$2500. Meeting with the Superintendent to discuss budget formula for the school. Youth Baseball discussion of potential batting cages. Personnel issues. Meeting with 2-Way Communications to discuss renovation updates. Downtown Façade committee meeting to discuss application. Met with the principal at Central School to discuss town needs for the Annual Town meeting. Working on putting together the Owner's Representative contract. Transfer Station Department of Environmental Protection inspection/licensing update. LD 206 Update.

### **Councilor Comments**

1. William Cole: Shout out to Nikki Drake and the recreation department for all the great programs.
2. Melissa Costella: Received an email from Daniel Kenney requesting to still be considered after accidentally missing the previous interview for the Downtown Revitalization Committee.

On a motion by Chair Cook, seconded by Councilor Cole it was voted 5-0 to reschedule an interview with Daniel Kenney on 4-22-2025 at 5:45pm in the Council Chambers.

The Easter Egg Hunt/Touch a Truck was rescheduled from the 12<sup>th</sup> to the 19<sup>th</sup> due to weather. Happy Birthday Mom you don't look a day over 49!

**Adjournment**

On a motion by Councilor James, seconded by Chair Cook, it was voted 5-0 to adjourn the meeting at 7:58pm.

Attest:

Tyanne Giambusso, Town Clerk

DRAFT

April 8, 2025

Counselors and Manager Town of South Berwick  
RE: Sewer District \$3 Million Grant Funding Cut

Dear Counselors,

As reported by the South Berwick Reporter today, the South Berwick Sewer District announced at its public meeting Monday that the U.S. Environmental Protection Agency (USEPA) withdrew, without an explanation, their Federal Grant of \$3 million to complete pump and septage storage upgrades at the wastewater treatment plant.

The Sewer District has served well the residents of this town. Although I do not live within the District, the sewer treatment plant serves all households in this community on either direct sewer lines or pumped septic tanks; this effects us all.

Zelda Kenney's articles in the Reporter of March 3<sup>rd</sup> and April 7<sup>th</sup> are informative, and indirectly raise many questions. As noted, the treatment plant still retains its 2008 license issued by the Maine Department of Environmental Protection (DEP). Yet, the Sewer District is now in a conundrum. Its license is conditional to standards implemented by the State, which established new and more stringent ones statewide including those now applied to the District. The State selected the Sewer District for this \$3 million federal grant to address present and future operations ostensibly to ensure compliance with these standards; this selection was not arbitrary.

It is ironic that the USEPA is now denying disbursement of approved federal funds for this grant, while it is also the agency required to regulate water quality, specifically of concern here the Salmon Falls River, as directed under the Clean Water Act established in 1972 by the Nixon Administration. Is the Sewer District, and possibly the Town, due to these cut funds hampering treatment plant upgrades, now placed with an undue burden of potential fines, liability exposure, and of maintaining its license?

How can this Council and Manager work with the Sewer District Trustees and Administrator to address this elimination of federal funds? Does this mean devising new funding mechanisms to solve this issue within town? Does this mean litigation with the Maine DEP against the USEPA?

It is truly unfortunate citizens of this town will now need to expend time and money to address this unnecessary, indiscriminate, and capricious action by the federal government.

Respectfully, Brad Christo, 195 Old Fields Rd.



**A / P Warrant**  
Bank: KENNEBUNK - Operating

Type	Check	Amount	Date	Wrnt	Payee
P	50131	33,875.00	04/14/25	18	0132 BUREAU OF MOTOR VEHICLES
P	50132	31,160.98	04/14/25	18	0132 BUREAU OF MOTOR VEHICLES
P	50133	5,718.03	04/14/25	18	0182 CARD MEMBER SERVICE
P	50134	801.00	04/14/25	18	1287 SNAPOLOGY OF DOVER
R	50135	67.90	04/17/25	18	0042 ADMIRAL FIRE & SAFETY
R	50136	76.80	04/17/25	18	0447 AIRGAS USA, LLC
R	50137	2,663.23	04/17/25	18	0058 AMAZON CAPITAL SERVICES
R	50138	5,918.56	04/17/25	18	1481 AMCHAR WHOLESALE INC
R	50139	829.13	04/17/25	18	0771 ATLANTIC FUELS
R	50140	1,277.63	04/17/25	18	0054 BAKER & TAYLOR
R	50141	31,150.98	04/17/25	18	0132 BUREAU OF MOTOR VEHICLES
R	50142	215.26	04/17/25	18	0325 CHUTE, RICHARD
R	50143	138.79	04/17/25	18	1158 CINTAS CORP
R	50144	69,326.83	04/17/25	18	0612 City of Sanford
R	50145	3,038.77	04/17/25	18	0208 CIVIC PLUS INC.
R	50146	347.79	04/17/25	18	0474 CLEAN-O-RAMA, INC.
R	50147	1,756.68	04/17/25	18	1485 COHEN CLOSING AND TITLE
R	50148	1,453.00	04/17/25	18	0910 COMFORT SYSTEMS USA
R	50149	36.93	04/17/25	18	0726 CONSUMER REPORTS
R	50150	1,403.64	04/17/25	18	1469 D.F. RICHARD ENERGY
R	50151	111.00	04/17/25	18	0535 D.M. BURNS SECURITY INC.
R	50152	456.25	04/17/25	18	0763 DAYTON SAND & GRAVEL CO., INC.
R	50153	4,700.00	04/17/25	18	0107 DOUCETTE EXCAVATING
R	50154	2,590.00	04/17/25	18	0069 ELIMINATOR INC
R	50155	397.92	04/17/25	18	0056 FISHER AUTO PARTS, INC.
R	50156	475.00	04/17/25	18	1086 FORENSIC EDUCATION, LLC
R	50157	135.00	04/17/25	18	0600 GRANITE STATE GATE SYSTEMS
R	50158	75.00	04/17/25	18	0052 HAMEL, NICHOLAS
R	50159	192.97	04/17/25	18	0867 HANNAFORD
R	50160	155.00	04/17/25	18	0076 HASTY, TOM
R	50161	3,113.20	04/17/25	18	1484 HOULDSWORTH, TYLER
R	50162	200.00	04/17/25	18	0077 HUSSEY EXCAVATION INC
R	50163	320.00	04/17/25	18	1149 JONES, KRISTEN
R	50164	618.93	04/17/25	18	0452 KONE, BROOKLYN
R	50165	794.06	04/17/25	18	0179 MAINE DEPARTMENT OF INLAND FISHERIES AND WILD LIFE
R	50166	7,825.30	04/17/25	18	0141 MAINE MUNICIPAL ASSOCIATION
R	50167	759.00	04/17/25	18	1482 MAINE ROCK AND RECYCLING, LLC
R	50168	46.98	04/17/25	18	0084 MICK BODYWORKS INC
R	50169	437.50	04/17/25	18	0558 NATIONAL WRECKER SERVICE INC
R	50170	2,531.56	04/17/25	18	1061 NEGM ELECTRIC, LLC
R	50171	186.70	04/17/25	18	1300 NEW ENGLAND KENWORTH
R	50172	6,080.00	04/17/25	18	1146 NEW ENGLAND VEHICLE OUTFITTERS
R	50173	223.97	04/17/25	18	1486 NORTHEAST ELECTRICAL
R	50174	598.00	04/17/25	18	0341 OVERHEAD DOOR COMPANY
R	50175	118.83	04/17/25	18	0089 PIKE INDUSTRIES INC
R	50176	14,311.98	04/17/25	18	0572 PINE TREE WASTE, INC

Type	Check	Amount	Date	Wrnt	Payee
R	50177	144.35	04/17/25	18	0545 POWERPLAN-NORTRAX, INC.
R	50178	428.00	04/17/25	18	1483 PROTECT DOOR, LLC
R	50179	418.47	04/17/25	18	0252 REDS SHOE BARN
R	50180	2,284.40	04/17/25	18	0195 SOUTHERN MAINE PLANNING & DEVELOPMENT, INC
R	50181	690.00	04/17/25	18	0412 STELLA, ROBERT
R	50182	4,040.95	04/17/25	18	0095 STELLAR NETWORKS
R	50183	320.00	04/17/25	18	1480 STEWART, BRENDA
R	50184	584.00	04/17/25	18	0397 SULLIVAN TIRE CO.
R	50185	133.00	04/17/25	18	0180 Treasurer, State of Maine
R	50186	407.32	04/17/25	18	0097 VERIZON WIRELESS
R	50187	38.18	04/17/25	18	1063 WHITE CAP L.P
<b>Total</b>		<b>248,199.75</b>			

**Count**

Checks 57  
Voids 0

Melissa Costella \_\_\_\_\_

John James \_\_\_\_\_

Jeff Minihan \_\_\_\_\_

Bill Cole \_\_\_\_\_

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

**APPROVED** \_\_\_\_\_

**DATE** \_\_\_\_\_

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



# Wayfinding and Impact Fee Study

---

Informational infrastructure request from allocated TIF funds

# Current Status and Need

---



There is a need to ensure sustainability of the Town, designated Growth Area, and TIF districts after the conclusion of the TIFs.



Impact fees are a tool to support and direct growth that is already happening.



Provisions in the subdivision ordinance to collect impact fees but not how to calculate.



Wayfinding supports our services and businesses to communicate where amenities are and how to access them appropriately.



The Town does not have adequate signage for parking or directions.

# Impact Fees

---



Impact fees support capital expenditures such as roads, public works equipment, police equipment, municipal buildings, parks and recreational improvements.



The impact fee study gives a maximum calculation that the town can choose to collect by law. The town can choose to set a percentage of this maximum.



The amount of the fee must be a proportionate fair share of the costs of the improvements made necessary by the development and must not exceed the cost of the improvements. A fee cannot be imposed to address existing deficiencies except where they are exacerbated by new development.

# Wayfinding

Wayfinding study provides a template in a consolidated style for signage and identity. “We are this type of town” “This is how you can get to know us”

Communication puts visuals to the “feeling” of what Downtown South Berwick is and can be.

Study will allow the town to be consistent. Welcome signs can match directional signage and informational signage.

Study allows us to pick a style and will give the best location to place signage.

# TIF Funds are temporary

---

Funds must be used for approved projects or they are returned

---

This funding MUST comply with established Town appropriation process—with activities/projects due completion BEFORE/BY JUNE 30, 2056.

---

“Any tax increment revenues remaining in development program fund, in excess of those estimated to be required to satisfy payment of approved project costs, outlined in the Program, plus any related debt service”

## The ask

---

Staff has requested scopes from engineering firms for both studies.

---

Returned wildly expensive quotes (45k vs 105k) or not able to fulfill request due to lack of staff expertise or resources.

---

Two scopes allow staff to begin immediately to address identified needs.

---

Staff seeks authorization from the Council for the Town Manager to sign contracts for a wayfinding study and an impact fee study from the previously allocated TIF funds.



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

<b>Meeting Date: April 22, 2025</b>	<b>NB #1</b>
<b>Agenda Item: Liquor License Renewal for Spring Hill Inc.</b>	
<b>Department Head Recommendation:</b>	
There have been no issues reported.	
<b>Town Manager's Recommendation</b>	
<b>Requested Action</b>	
Motion and vote to approve the Liquor License Renewal Spring Hill Inc.	
<b>Vote</b>	



# Application Copy

File Number: 62733      Job Type: Renewal Application

LICENSE # CAR-97-100497	APPLICATION DATE RECEIVED 2025-04-14
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE SPRING HILL INCORPORATED
AGENT NAME	EFFECTIVE DATE 2024-05-03
EXPIRES 2025-05-02	STATUS Active
PREMISES NAME SPRING HILL RESTAURANT & BANQUET HALL	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Class A Restaurant	PREMISES NAME SPRING HILL RESTAURANT & BANQUET HALL
OPERATOR SPRING HILL INCORPORATED	
PHYSICAL ADDRESS 117 POND RD SOUTH BERWICK ME 03908-1919	
MAILING ADDRESS 117 POND RD SOUTH BERWICK ME 03908-1919	

CONTACT NAME

ROSALIE SHARF

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 384-2693

ALTERNATE PHONE

FAX

EMAIL

springhillmaine@gmail.com

QUESTIONS

### **On-Premises: Beer, Wine & Spirit**

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

20041576DC

2. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

3. Is the applicant/licensee an individual, partnership, or association?

No

4. Are all licensees/applicants residents of the State of Maine?

Yes

5. Is your license for a club with a membership?

No

6. Is your license application for Vessel Corporation?

No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

Yes  
(document uploaded)

8. Do you allow dancing or entertainment on the licensed premises? If so, You need to have a a license from the Maine State Fire Marshal. See <https://www.maine.gov/dps/fmo/plans-review/applications> for more information.

Yes  
10778

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

No

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.

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 Do you have a manager employed?

Yes  
Meghan Proctor, 8/25/1979

13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant(s) own the premises?

Yes

18 At which address are your business records located?

117 Pond Road  
South Berwick, ME 03908

19 What will be your business hours? Please indicate each day's open and close times.

Currently, Spring Hill is only engaged in functions, weddings and banquets and hours therefore are dependent on the hours of the function.

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Our Lady of Angels Catholic Church, 1.5 miles

21 Is your application for a Hotel or Bed & Breakfast?

No

22 What is the gross food income for the licensure period that will end on the expiration date?

\$ 306,904.44

23 What is the gross income from beer, wine, and spirits for the licensing period ending on the expiration date?

\$ 81,704.42

24 Do you have a food menu?

Yes

(document uploaded)

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporate Supplemental Form	102 Supplemental Ownership Form and Affidavit-2.pdf	
Food Menu	Spring Hill Banquet Menu 1.2025.pdf	
Food Menu	Spring Hill Lunch Brunch Menu 1.2025.pdf	
Food Menu	Spring Hill Wedding Package.pdf	
Maine Health or Agriculture License	Copy of License.png	
Premises Floor Plan	Floor plan.png	

---

APPLICANT

SPRING HILL INCORPORATED

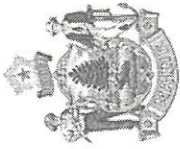
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DECLARATION

- I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand 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.

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

**Supplemental Ownership Form**

28-A M.R.S. §651

*All Questions Must Be Answered Completely.*

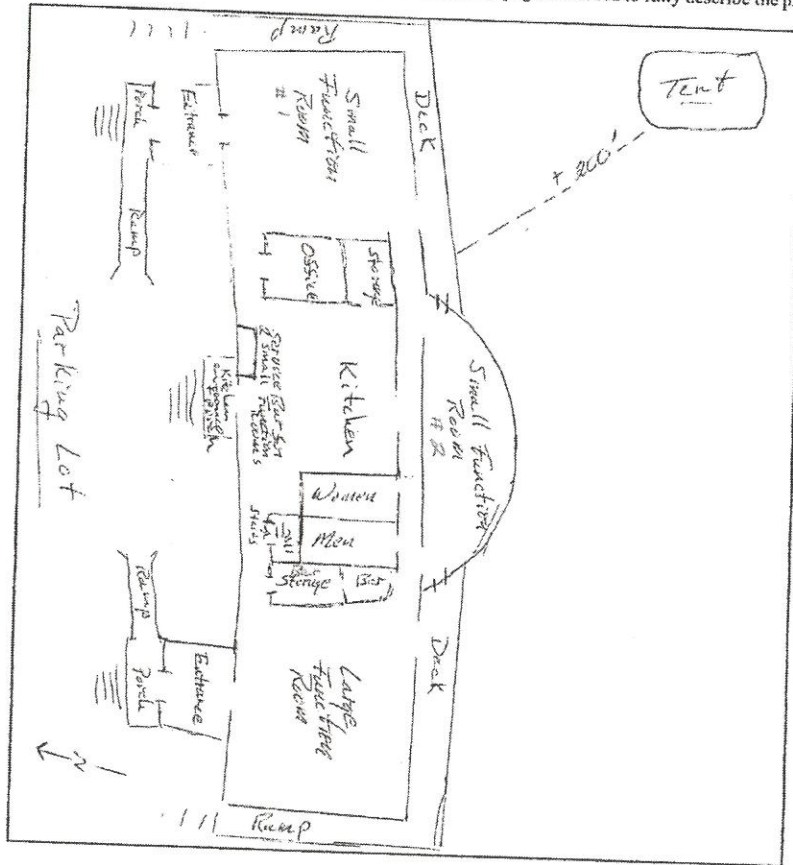
1. Company or sole proprietor legal name: <b>Spring Hill, Inc.</b>	2. Date of incorporation/registration: <b>1/21/2004</b>	3. State of incorporation: <b>Maine</b>
---	--	--

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Rosalie Scharf	6/10/1940	207-384-2693	123 Pond Road South Berwick, ME	Owner	100.00%

an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.





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

<b>Meeting Date: April 22, 2025</b>	<b>NB #2</b>
<b>Agenda Item: Special Amusement Permit for Spring Hill Inc.</b>	
<b>Department Head Recommendation:</b>	
There have been no issues reported.	
<b>Town Manager's Recommendation</b>	
<b>Requested Action</b>	
Motion and vote to approve the Special Amusement Permit for Spring Hill Inc.	
<b>Vote</b>	



# Town of South Berwick

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

## SPECIAL AMUSEMENT PERMIT APPLICATION

AS DEFINED IN SECTION 201 OF THE TOWN OF SOUTH BERWICK SPECIAL AMUSEMENT ORDINANCE, NO LICENSEE FOR THE SALE OF LIQUOR TO BE CONSUMED ON HIS LICENSED PREMISES SHALL PERMIT, ON HIS LICENSED PREMISES, ANY MUSIC, EXCEPT RADIO OR OTHER MECHANICAL DEVICE, ANY DANCING OR ENTERTAINMENT OF ANY SORT UNLESS THE LICENSEE SHALL HAVE FIRST OBTAINED FROM THE MUNICIPALITY IN WHICH THE LICENSED PREMISES ARE SITUATED A SPECIAL AMUSEMENT PERMIT SIGNED BY AT LEAST A MAJORITY OF THE MUNICIPAL OFFICERS.

YOUR APPLICATION FOR A SPECIAL AMUSEMENT PERMIT SHOULD BE FILED ON THIS FORM WITH THE TOWN COUNCIL OR ITS DESIGNATED AGENT. PAYMENT OF A \$35 FEE IS REQUIRED AT THE TIME THE APPLICATION IS FILED. A COPY OF THE SPECIAL AMUSEMENT PERMIT ORDINANCE IS AVAILABLE UPON REQUEST FROM THE SOUTH BERWICK TOWN CLERK.

THE TOWN COUNCIL SHALL, PRIOR TO GRANTING A PERMIT, HOLD A PUBLIC HEARING WITHIN 30 DAYS OF THE DATE YOU FILE YOUR COMPLETED APPLICATION AT WHICH TIME TESTIMONY WILL BE RECEIVED FROM YOU OR YOUR DESIGNATED AGENT AND/OR ANY INTERESTED MEMBER OF THE PUBLIC. FAILURE TO ATTEND THE PUBLIC HEARING MAY RESULT IN A DELAY IN ISSUING THE PERMIT.

### Applicant Information

**Applicant Name:** Spring Hill, Inc.  
**Address:** 117 Pond Rd., South Berwick, ME 03908

**Phone:** (207) 384-2693  
**Email:** springhillmaine@gmail.com

### Business Information

**Business Name:** Spring Hill Restaurant & Banquet Hall  
**Physical Address:** 117 Pond Road, South Berwick, ME 03908  
**Mailing Address (if different than Physical Address):** \_\_\_\_\_  
**Nature of Business:** banquet and functions facility

**Phone:** (207) 384-2693  
**Email:** springhillmaine@gmail.com

**Business Structure (Circle One):** Corporation      Partnership      Proprietorship

### Entertainment

**Type of Entertainment Planned:** Weddings, functions, banquets

Has applicant ever had a license to conduct the Business described herein denied or revoked or has the Applicant or any partner or corporate office ever been convicted of a felony: Yes  No . If Yes, provide full details on the reverse side of this Application.

**Current Liquor License #:** CAR-1997-5307

**Applicant Signature:** Rosalie Scharf      **Date:** 4/16/25

**Accepting Clerk Signature:** [Signature]      **Date Fee Received:** 4/16/25



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

<b>Meeting Date: April 22, 2025</b>	<b>NB #3</b>
<b>Agenda Item:</b> 56th Annual Professional Municipal Clerk's Week Proclamation	
<b>Informational:</b>	
<p>May 4<sup>th</sup> through May 10<sup>th</sup>, 2025 will be the 56th Annual Professional Municipal Clerks Week. Initiated in 1969 by the International Institute of Municipal Clerks and endorsed by all its members throughout the United States, Canada and 15 other countries. In 1984, President Ronald Reagan officially declared Municipal Clerks Week the first full week of May. The week is a time of celebration and reflection on the importance of the Clerk's office.</p>	
<b>Recommendation:</b>	
<p>Read the proclamation in its entirety and make a motion to accept the 56th Annual Professional Municipal Clerk's Week Proclamation.</p>	
<b>Requested Action</b>	
<p>Town Council to pass a motion as stated above.</p>	
<b>Vote</b>	

# Proclamation

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK  
May 4 - 10, 2025

*Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

*Now, Therefore, We, South Berwick Town Council do recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Tyanne Giambusso, her staff, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 22<sup>th</sup> day of April, 2025*

*Town Council Chair  
Mallory Cook*

*Attest:*

*Town Council Vice Chair  
Melissa Costella*

*Attest:*



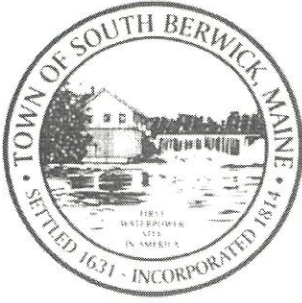
**TOWN COUNCIL**  
***Agenda Information Sheet***

<b>Meeting Date: April 22, 2025</b>	<b>NB #4</b>
<b>Subject</b>	
Potential Board Member Appointments.	
<b>Information</b>	
If appointed to the Downtown Revitalization Committee or Comprehensive Plan Committee, the board members term would expire June 30, 2026	
If appointed to the Historic District Commission, the term to expire would be June 30, 2027	
<b>Staff Comments/Recommendation</b>	
<b>Requested Action</b>	
Council wishes	
<b>Vote</b>	



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

<b>Meeting Date: April 22, 2025</b>	<b>NB #5</b>
<b>Subject</b>	
New Downtown Revitalization Committee Application.	
<b>Information</b>	
The Clerk's Office received an application to the Downtown Revitalization Committee.	
<b>Staff Comments/Recommendation</b>	
Schedule an interview with the applicant.	
<b>Requested Action</b>	
Council wishes	
<b>Vote</b>	



# Town of South Berwick

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

## BOARD/COMMITTEE APPLICATION

Board/Committee Applying For: Downtown Revitalization Committee

**1. APPLICANT PERSONAL INFORMATION**

Name: Jaclyn Bousquet Phone: 603-767-2775  
 Address: 69 Meadow Pond Rd Email: jaclynbousquet@portsidereg.com

---

**2. EDUCATION/BUSINESS BACKGROUND** (Please be specific. Attach a resume if you prefer.)  
Downtown Revitalization Committee - Phase 1  
3 Years - Realtor with Portside Real Estate Group - Top Performing agent 2023&2024  
9 years - Educator in local schools - Traip Academy & Coastal Ridge Elementary

---

**3. MUNICIPAL OFFICES HELD AND/OR PREVIOUS BOARD EXPERIENCE** (In South Berwick or elsewhere.)

Board/Committee or Municipal Office Held	Appointment Date	Term Expiration
<u>Downtown Revitalization Committee</u>	<u>2023-34</u>	<u>October 2024</u>
<u>Home for the Holidays-marketing</u>	<u>2024-current</u>	<u>ongoing</u>

---

**4. LIST TWO OR THREE NEW IDEAS YOU WOULD LIKE THIS COMMITTEE TO CONSIDER**  
I am excited for an opportunity to continue the work accomplished in phase one of the plan.  
I hold a unique perspective working with clients who purchase homes in this town and know what their likes and dislikes are.  
As a former educator and working mom, I want to focus on walkability, art & play, spaces to connect.

---

**5. PROVIDE ANY SPECIAL QUALIFICATIONS OR EXPERIENCE THAT YOU THINK MAY BE HELPFUL TO THIS COMMITTEE**  
Art background- I can create beautiful marketing materials and have an eye for design for signs and town spaces.  
Realtor/Teacher - Working with other collaboratively, creative problem solving, listening to others in the community to inform decisions

---

**6. COMMITMENT LEVEL**

Are you available to commit to this board/committee for a minimum of three years?  Y  N  
 Number of hours you are able to commit to this board/committee per week: 2-3

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

Date: 4/9/2025



**TOWN COUNCIL**

***Agenda Information Sheet***

<b>Meeting Date:</b> April 22, 2025	<b>NB #6</b>
<b>Agenda Item:</b> Alewife & Blueback Herring Fishing	
<b>Informational:</b>	
<p>On 4/7/2025 the State of Maine Department of Marine Resources sent a letter to the town notifying us that "Because river herring in the Salmon Falls River have not been determined to have achieved a sustainable population size and have not been approved by the Atlantic States Marine Fisheries Commission for a fishery, both the recreational and commercial river herring fishery for alewife and blueback herring are closed for 2025."</p>	
<b>Town Manager's Recommendation:</b>	
<p>To make a motion to rescind previous action made on 3/11/2025 authorizing the taking of Alewives and Blueback Herring in South Berwick for the 2025 harvesting season.</p>	
<b>Requested Action:</b>	
<p>Town Council to pass a motion as stated above.</p>	
<b>Vote</b>	



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES  
21 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0021

CARL J. WILSON  
ACTING COMMISSIONER

April 7, 2025

Tyanne Giambusso, Town Clerk  
Town of South Berwick  
180 Main Street  
South Berwick, ME 03908-1535

Dear Ms. Giambusso:

This letter acknowledges receipt of your town Warrant Article and river herring Harvesting Plan for the 2025 fishing season. Please be advised that your plan is hereby approved and reads as follows:

“The South Berwick Town Council, at their meeting of March 11, 2025, unanimously voted to authorize the taking of Alewives & 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 2025 harvest season. Commercial harvesting is not allowed.”

Because river herring in the Salmon Falls River have not been determined to have achieved a sustainable population size and have not been approved by the Atlantic States Marine Fisheries Commission for a fishery, both the recreational and commercial river herring fishery for alewife and blueback herring are closed for 2025.

All municipalities that currently collect biological samples from their river herring fisheries will be invited to join a series of three workshops that will focus on standardizing data collected by municipal sources to fill monitoring gaps regarding municipal alewife fisheries management and restoration projects. Municipal representatives, harvesters, and interested community members are all invited to attend. These meetings will begin in the Fall of 2025 and will be facilitated by The Gulf of Maine River Herring Network. GMRHN staff will reach out directly with more information regarding workshop dates and meeting locations. If you have any questions, please contact Michael Brown of this agency at 624-6341.

Sincerely,

Carl Wilson  
Commissioner

cc Division I Marine Patrol  
Michael Brown, DMR  
Elizabeth Latti, IF&W



**TOWN COUNCIL**

***Agenda Information Sheet***

<b>Meeting Date:</b> April 22, 2025	<b>NB #7</b>
<b>Agenda Item:</b> WinWaste Innovations Contract	
<b>Informational:</b>	
<p>This is the negotiated new contract for WinWaste for our hauling fees for the next 5 years. There was an increase in MSW and recycling because we have to go to ecomaine in Westbrook instead of Casella in Wells. There is a cost savings on metals and white goods because it is hauled to Berwick Metals.</p>	
<b>Town Manager's Recommendation:</b>	
<p>Allow the Town Manager by motion and vote to sign the contract agreement.</p>	
<b>Requested Action:</b>	
<p>Town Council authorizes the Town Manager to sign and enter into a 5-year hauling contract agreement with WinWaste Innovations.</p>	
<b>Vote</b>	



**TOWN COUNCIL**

***Agenda Information Sheet***

<b>Meeting Date: 4/22/2025</b>	<b>NB #8</b>
<b>Agenda Item:</b> TIF Project – Wayfinding	
<b>Informational:</b>	
<p>The approved FY25 Punkintown TIF Budget included \$45,000 for Wayfinding and Town-wide Signage. This project is in line with the Comprehensive Plan as well as the Downtown Revitalization plan.</p>	
<b>Town Manager’s Recommendation:</b>	
<p>Allow the Town Manager to sign the Contract with Wright Pierce for \$25,800 for Wayfinding-Signage Design Services</p>	
<b>Requested Action:</b>	
<p>Vote to allow the Town Manager to sign the Contract with Wright Pierce for \$25,800 for Wayfinding-Signage Design Services to be paid from the Punkintown TIF District.</p>	
<b>Vote</b>	

February 24, 2025

Mr. DeCarlo Brown, Planning Director  
Town of South Berwick  
180 Main Street  
South Berwick, ME 03908

**SUBJECT: Wayfinding Signage Design Services**

Dear Mr. Brown,

As requested, we are pleased to present our Scope and Fee for wayfinding signage design services for the Town of South Berwick. We have prepared the following Scope and Fee based on our discussions with you and our understanding of the Town's need relative to Wayfinding Signage.

**Project Understanding:**

Wright-Pierce understands the Town of South Berwick wants to proceed with the Wayfinding Signage design services that were identified as an action item in the South Berwick Downtown Revitalization Action Plan approved by the State of Maine Department of Economic and Community Development. The wayfinding signage designs will identify the South Berwick brand and include technical standards and industry standards into a single reference document. We understand and can appreciate that the resultant wayfinding signage design manual will provide clarity and predictability for the Town. Based on our experience, the key elements to consider when developing wayfinding signage are:

1. To select appropriate icons and symbols to represent destinations
2. Give clear instructions on how to reach the destinations
3. Maintain consistency in design, language, colors, fonts, and iconography
4. Ensure legibility with clear fonts and high-contrast colors all while keeping the messaging concise and simple, avoiding unnecessary jargon.

**Proposed Scope of Services**

Proposed tasks are as follows:

**Task 1 – Kickoff Meeting**

- Prepare and attend Kickoff Meeting with downtown committee to confirm wayfinding signage needs.
- Review precedents with committee to understand wayfinding signage brand identity.
- Meeting minutes will be sent out to the project team, Town appointed staff, and all attendees.

**Task 2 – Develop Wayfinding Signage Options**

- Developing three (3) wayfinding signage style options.
- Submit wayfinding signage options for downtown advisory committee comments.

2/24/2025

Mr. DeCarlo Brown, Planning Director

Page 2 of 3

- Prepare and attend meeting with the downtown advisory committee to confirm which wayfinding signage option to progress.
- Meeting minutes will be sent out to the project team, Town appointed staff, and all attendees.

### Task 3 – Develop South Berwick Wayfinding Signage Standards & Guidelines Manual

- Develop wayfinding signage designs for the following types of signs:
  - Town identification sign
  - Pedestrian Map Kiosk
  - Directory signs
  - Historical building/heritage signs
  - Directional/guide signs
  - Public parking signs
- Develop one (1) map figure that shows wayfinding signage locations within downtown.
- Draft wayfinding signage standards and guidelines manual and submit to the town for comments. Manual to include fabrication specifications such as quality standards, sign structure, color palette, fonts, applicable symbols not included in M.U.T.C.D., and a South Berwick Logo.
- Following a 2-week review period, the Town will submit comments to Wright-Pierce for the final draft of the manual. Wright-Pierce will revise the manual per the Town’s comments and submit the final manual to the Town

### Assumptions

1. Wayfinding signage locations will be determined based on existing layout of downtown area.
2. Parking area maps or figures are not included.
3. Public meetings with Town are not included. Wright-Pierce will prepare and attend two meetings with the downtown advisory committee.

### Proposed Fee

The total estimated fee for the proposed scope is \$25,800. We propose the fee as a lump sum format and invoices would be submitted before July 1<sup>st</sup>. This proposal fee is valid for a maximum of ninety (90) days from the date of this letter.

Preliminary Design Costs		
Task 1	Kickoff Meeting and Base Map	\$2,800
Task 2	Develop Wayfinding Signage Options	\$6,000
Task 3	Develop South Berwick Wayfinding Signage Standards & Guidelines Manual	\$16,700
	Expenses	\$300
	Total	\$25,800

If this proposal is acceptable, please sign below and return a copy for our files. Work will be completed in accordance with the attached Terms and Conditions provided. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

**WRIGHT-PIERCE**



Ryan Wingard, PE  
Principal-In-Charge  
[ryan.wingard@wright-pierce.com](mailto:ryan.wingard@wright-pierce.com)



Kalle Maggio, PLA  
Project Manager  
[kalle.maggio@wright-pierce.com](mailto:kalle.maggio@wright-pierce.com)

**Engineer: Town of South Berwick**

**Owner: Wright-Pierce**

**By:**

**By:**

Signature



Signature

**Date:**

**Date:** February 24, 2025

Ryan Wingard, PE Principal-In-Charge

**EXHIBIT A**  
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## EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

### 1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

### 3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

### 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

## **7.0 Insurance**

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

### 8.0 Subsurface Conditions

#### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

### 11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

## **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

## **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

## **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

## **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

## **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

## **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

## **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

## **20.0 Force Majeure**

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

## **21.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.



**TOWN COUNCIL**

***Agenda Information Sheet***

<b>Meeting Date: 4/22/2025</b>	<b>NB #9</b>
<b>Agenda Item:</b> TIF Project – Impact Fee Study	
<b>Informational:</b>	
<p>The approved FY25 Transit District TIF Budget included \$100,000 for Downtown Improvements. This project is in line with the Comprehensive Plan to add impact fees to the town in the short-term timeline. This Company has the specialty of only doing Impact Fee studies, and once we have the formula, we will be able to calculate this in-house for future years to come.</p>	
<b>Town Manager’s Recommendation:</b>	
Allow the Town Manager to sign the Contract with Tischler Bise for \$45,650 for an Impact Fee Study.	
<b>Requested Action:</b>	
Vote to allow the Town Manager to sign the Contract with Tischler Bise for \$45,650 for an Impact fee study to be paid with the Transit TIF District funds.	
<b>Vote</b>	



**PROPOSAL FOR  
IMPACT FEE STUDY**

*Prepared for  
South Berwick, Maine  
November 22, 2024*



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## Section 1: Cover Letter

November 22, 2024

Mr. DeCarlo Brown, Planner/Economic Development Director  
Town of South Berwick  
180 Main Street  
South Berwick, Maine 03908

Dear Chad:

TischlerBise is pleased to submit the enclosed qualifications to prepare an Impact Fee Study for South Berwick. We bring several distinct advantages to this assignment:

1. **No other firm has the depth of experience that TischlerBise brings to this assignment.** The Town will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 1,000 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
2. **National Thought Leaders.** Two of our Project Team members for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies, fiscal/economic sustainability, and growth management. Carson Bise, AICP, recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Both Mr. Bise and Ms. Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association.
3. **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.
4. As a small firm, **we have the flexibility and responsiveness to meet all deadlines of your project.** We offer you the level of service and commitment that the larger firms save for their largest clients.

We look forward to the possibility of working with South Berwick and are committed to providing you with top-quality support at a very competitive price. This proposal shall remain valid for 120 days.

Sincerely



L. Carson Bise II, AICP, President  
TischlerBise, Inc.  
4701 Sangamore Road, Suite S240  
Bethesda, MD 20816  
Phone: 301-320-6900  
E-mail: [carson@tischlerbise.com](mailto:carson@tischlerbise.com)

## Section 2: Qualifications and Experience

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, user fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies** – more than any other firm.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland (7 employees) and Boise, Idaho (3 employees). The firm’s legal address is:

### Principal Office

L. Carson Bise, AICP, President  
 4701 Sangamore Rd, Suite 240  
 Bethesda, MD 20816  
 301.320.6900 x12 (w) |  
 carson@tischlerbise.com

### TischlerBise National Experience

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating “progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer’s formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. A summary of our national impact fee experience is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Apache County	◆											
AZ	Apache Junction		◆				◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆		◆		◆		◆	◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Bullhead City		◆				◆		◆			◆	
AZ	Camp Verde	◆					◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆					◆		◆	
AZ	Casa Grande		◆	◆			◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆				◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆				◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆		◆	◆	◆			◆	
AZ	Eloy			◆	◆		◆		◆		◆	◆	
AZ	Flagstaff	◆	◆				◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆		◆	◆			◆		
AZ	Glendale			◆	◆	◆	◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆		◆	◆	◆		◆		
AZ	Holbrook			◆	◆								
AZ	Lake Havasu City		◆										
AZ	Maricopa	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆					◆					
AZ	Peoria	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆				◆		◆				
AZ	Pinetop-Lakeside		◆				◆		◆	◆		◆	
AZ	Prescott	◆											
AZ	Queen Creek		◆	◆	◆		◆	◆		◆	◆	◆	
AZ	Safford			◆	◆								
AZ	San Luis		◆	◆	◆	◆	◆	◆	◆				
AZ	Scottsdale			◆	◆								
AZ	Sedona		◆			◆	◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆		◆		◆		◆		
AZ	Sierra Vista		◆				◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆	◆	◆	◆				
AZ	Springerville	◆		◆	◆								
AZ	Surprise		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆				◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆	◆	◆				◆	
AZ	Tucson		◆										

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Wellton		◆	◆	◆	◆	◆	◆	◆				
AZ	Yuma		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆		◆		
CA	Banning		◆				◆	◆	◆			◆	
CA	Butte County		◆				◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆			◆				
CA	Clovis			◆									
CA	Corcoran			◆	◆		◆		◆			◆	
CA	El Centro						◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆	◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆			◆		◆	◆			
CA	Hemet		◆			◆	◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆											
CA	Mammoth Lakes		◆			◆	◆		◆	◆		◆	
CA	Maywood	◆											
CA	National City						◆	◆	◆		◆		
CA	Rancho Cucamonga								◆				
CA	Suisun City		◆						◆			◆	
CA	Temecula		◆	◆	◆		◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
CA	Visalia								◆		◆	◆	
CO	Adams County		◆										
CO	Arapahoe County		◆										
CO	Aspen	◆											
CO	Berthoud Fire District							◆					
CO	Boulder		◆				◆	◆	◆	◆	◆	◆	
CO	Castle Rock		◆			◆	◆	◆	◆	◆		◆	
CO	Colorado Springs		◆										
CO	Eaton			◆	◆		◆		◆	◆		◆	
CO	Erie		◆				◆		◆	◆		◆	
CO	Evans		◆										
CO	Durango	◆	◆										
CO	Fort Collins		◆										
CO	Garfield County		◆										
CO	Grand Junction						◆	◆	◆				

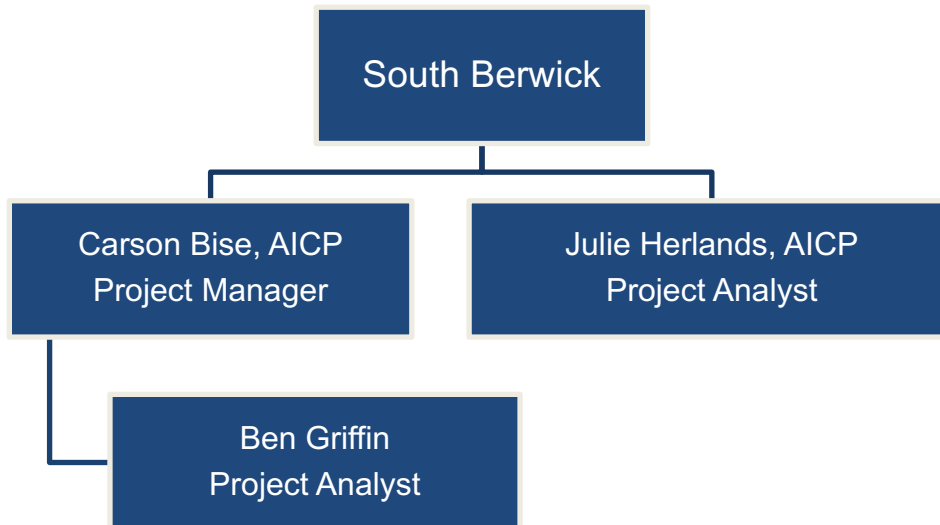
STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Greeley		◆	◆				◆	◆				
CO	Larimer County		◆										
CO	Lone Tree		◆				◆		◆	◆		◆	
CO	Longmont		◆					◆				◆	
CO	Louisville		◆				◆		◆	◆	◆	◆	
CO	Mead		◆				◆		◆			◆	
CO	Montezuma County		◆										
CO	Parker		◆				◆		◆			◆	
CO	Pitkin County		◆										
CO	Pueblo		◆										
CO	Thornton		◆				◆	◆	◆	◆		◆	
CO	Vail		◆										
FL	Manatee County		◆				◆	◆	◆	◆		◆	◆
FL	Manatee County Schools												◆
FL	Miami	◆					◆	◆	◆	◆		◆	◆
FL	Naples	◆											
FL	North Miami	◆		◆	◆		◆	◆	◆	◆	◆	◆	
FL	Parkland						◆		◆				
FL	Pasco Co. School Board												◆
FL	Port St. Lucie								◆			◆	
FL	Punta Gorda		◆				◆	◆	◆		◆	◆	
FL	South Miami		◆						◆				
FL	Seminole Co. Schools												◆
FL	Stuart		◆				◆	◆	◆			◆	
FL	West Miami			◆			◆		◆			◆	
GA	Effingham County		◆	◆	◆		◆		◆		◆		
GA	Gordon County	◆						◆	◆		◆		
GA	Henry County		◆										
GA	Roswell		◆					◆	◆		◆		
ID	Hailey		◆	◆	◆		◆	◆	◆	◆	◆	◆	
ID	Hayden		◆				◆		◆				
ID	Post Falls	◆	◆				◆		◆				
ID	Sandpoint		◆					◆	◆	◆			
ID	Shoshone Co. Fire Dept							◆					
ID	Victor		◆				◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
LA	Covington			◆	◆								
MD	Carroll County					◆		◆	◆		◆	◆	◆
MD	Charles County		◆						◆				◆
MD	Cecil County		◆				◆	◆				◆	
MD	Dorchester County	◆					◆						◆
MD	Easton	◆	◆				◆	◆	◆			◆	
MD	Frederick		◆										
MD	Frederick County		◆				◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆				◆		◆			◆	
MD	Hampstead				◆		◆		◆				
MT	Belgrade	◆	◆	◆	◆			◆	◆				
MT	Bozeman		◆	◆	◆			◆					
MT	Flathead County		◆					◆					
MT	Florence School District												◆
MT	Gallatin County	◆	◆					◆					
MT	Gallatin Co. Fire Districts							◆					
NC	Orange County								◆	◆			◆
NC	Pasquotank												◆
ND	Minot										◆	◆	
NM	Las Cruces			◆	◆								
NV	North Las Vegas	◆						◆					
NV	Nye County		◆			◆	◆	◆	◆				
NV	Washoe County		◆										
OH	Delaware						◆	◆	◆			◆	
OH	Lebanon		◆						◆				
OH	Pickerington	◆	◆				◆		◆			◆	
OH	Sunbury						◆					◆	
RI	East Greenwich							◆	◆	◆		◆	◆
RI	Middletown			◆			◆	◆	◆			◆	◆
UT	Mapleton			◆	◆	◆		◆	◆	◆			
UT	North Logan	◆	◆	◆	◆				◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆		◆	◆	◆				
UT	Sandy City		◆			◆	◆	◆		◆			
UT	Spanish Fork	◆		◆	◆	◆			◆				
UT	West Jordan		◆	◆	◆	◆	◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
VA	Stafford County		◆										
VA	Suffolk			◆	◆								
WV	Jefferson County						◆	◆	◆			◆	◆
WY	Casper	◆	◆					◆	◆				
WY	Cheyenne		◆				◆	◆	◆			◆	◆

## Section 3: Project Team Qualifications

Our Project Team for this assignment includes our most senior and experienced impact fee professionals. We have unsurpassed experience performing projects requiring the same expertise as that needed to serve South Berwick. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment.



**Carson Bise, AICP**, President of TischlerBise, will serve as Project Manager and coordinate our Project Team’s interaction with the Town to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands and Ben Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project

**Julie Herlands, AICP**, is Vice President of TischlerBise, and will serve as a Project Analyst for this assignment because of her substantial experience preparing impact fees and financing strategies, as well as her strong project management skills. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between Town staff and our team through frequent progress memorandums, conference calls, and in-person meetings.

**Ben Griffin**, Senior Fiscal/Economic Analyst, an accomplished development fee Project Manager in his own right, will provide analytical support to the impact fee study. Mr. Griffin has been with TischlerBise for five years and has assisted or managed impact fee studies in Boulder, Durango, Erie, Lone Tree, Louisville, and Vail.

## Project Team Résumés

### L. Carson Bise, AICP, President

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#### Experience

Carson Bise has 30 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 40 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.

#### SELECTED IMPACT FEE EXPERIENCE

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Apache Junction, Arizona – *Impact Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Eloy, Arizona – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Development Impact Fee Study*
- Corcoran, California – *Development Impact Fee Study*
- Banning, California – *Development Impact Fee Study*
- National City, California – *Development Impact Fee Study*
- Mammoth Lakes, California – *Development Impact Fee*
- Rancho Cucamonga, California – *Development Impact Fee Study*
- Suisun City, California – *Development Impact Fee Study*
- Temecula, California – *Development Impact Fee Study*
- Tulare, California – *Development Impact Fee Study*
- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*

- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*

- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*

## EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

## SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, International City/County Management Association National Conference
- Fiscal Assessments, American Planning Association National Conference
- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

## PUBLICATIONS

- “Next Generation Transportation Impact Fees,” American Planning Association.
- “Fiscal Impact Analysis: Methodologies for Planners,” American Planning Association.
- “Planning and Urban Design Standards,” American Planning Association, Contributing Author on Fiscal Impact Analysis.
- “Fiscal Impact Analysis: How Today’s Decisions Affect Tomorrow’s Budgets,” ICMA Press.
- “The Cost/Contribution of Residential Development,” Mid-Atlantic Builder.
- “Are Subsidies Worth It?” Economic Development News & Views.
- “Smart Growth and Fiscal Realities,” ICMA Getting Smart! Newsletter.
- “The Economics of Density,” AICP Training Series, 2005, Training CD-ROM (American Planning Association)



## Julie Herlands, AICP, Principal

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### EXPERIENCE

Julie Herlands is a Principal with TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC), Advisory Services and Research Department. Her economic and fiscal impact experience includes a wide range of assignments in over fifteen states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled Fiscal Impact Assessment at the APA National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. She is the immediate past Chair of the Economic Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development**.

### SELECTED IMPACT FEE AND INFRASTRUCTURE FINANCE EXPERIENCE

- Aspen, Colorado – *Affordable Housing Mitigation*
- Boulder, Colorado – *Impact Fee Study*
- Durango – *Affordable Housing and Transit Linkage Fee*
- Evans – *Impact Fee Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- Evanston, Illinois – *Impact Fee/Excise Tax Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*

- Abbeville County, South Carolina – *Infrastructure Financing Study*
- Beaufort County, South Carolina – *Infrastructure Financing Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

## EDUCATION

Masters of Community Planning, University of Maryland (Summa Cum Laude, Phi Kappa Phi)

B.A., Political Science, University of Buffalo (Magna Cum Laude, Phi Beta Kappa)

## SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference, 2009 and 2008
- Infrastructure Financing: Funding the Gap, American Planning Association National Planning Conference, 2009
- Economic Development for Planning Practitioners, Training Workshop, American Planning Association National Planning Conference, 2009
- Voluntary Mitigation Payments: An Alternative to Impact Fees, American Planning Association National Planning Conference, 2007
- Proffers vs. Impact Fees: The Virginia Experience, National Impact Fee Roundtable, 2006
- Impact Fee—Or Is It? American Planning Association National Planning Conference, 2005
- Integrating Planning with School Demands, American Planning Association National Planning Conference, 2005
- Planning and Fiscal Reality, American Planning Association National Planning Conference, 2004

## PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?” *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP,” *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (American Planning Association and Lincoln Institute of Land Policy)
- “The Connection between Growth Management and Local Economic Development,” *Economic Development News & Views* (Economic Development Division of the APA)



## Benjamin Griffin, Senior Fiscal/Economic Analyst

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### EXPERIENCE

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

### SELECTED IMPACT FEE EXPERIENCE

- Buckeye, Arizona – *Development Impact Fee Study*
- Pinal County, Arizona – *Development Impact Fee Study*
- Maricopa, Arizona – *Transportation Impact Fee Review*
- Sierra Vista, Arizona – *Development Impact Fee Study*
- Tempe, Arizona – *Development Impact Fee Study*
- Yuma, Arizona – *Development Impact Fee Study*
- Lemoore, California – *Impact Fee Study*
- Mammoth Lakes, California – *Impact Fee Study*
- Suisun City, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- Durango, Colorado – *Multimodal Impact Fee and Housing Linkage Fee Study*
- Fort Collins, Colorado – *Impact Fee Study*
- Lone Tree – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *School Impact Fee Study*
- Covington, Louisiana – *Impact Fee Study*
- Middletown, Rhode Island – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Jefferson County, West Virginia—*Impact Fee Study*

### EDUCATION

M.A., Urban and Regional Planning, University of New Orleans

B.B.A., Finance, University of Mississippi

## Section 4: References

A list of project references is provided below.

### **City of Louisville, Colorado – Impact Fee Study (2004, 2011, and 2017)**

Project Contact: Rob Zuccaro, Director of Planning and Building Safety

Phone: (303) 335-4590

E-mail: rzuccaro@louisvilleco.gov

TischlerBise Staff: Carson Bise, AICP, and Ben Griffin

TischlerBise recently completed an update to the City's impact fee program. Several options were prepared for the transportation fee including the possibility of a special service area for downtown, where there is a higher internal trip capture rate. A significant stakeholder outreach process was undertaken that included six meetings with the Steering Committee, which was comprised of City staff, concerned citizens and representatives of the building community. With this update, TischlerBise recommended preparing the impact fees using progressive housing multipliers (i.e., the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability.

### **Town of Middletown, Rhode Island – Impact Fee Study (2017, 2020, and 2022)**

Project Contact: Ron Wolanski, AICP, Planning Director

Phone: (401) 849-4027

E-mail: rwolanski@middletownri.com

TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise completed a third impact fee study engagement with the Town of Middletown. The categories included Schools, Parks, Fire, Police, and Municipal Facilities. One of the biggest issues associated with this assignment was the ongoing challenge of predicting public school enrollment. Ultimately it was decided to remove the School component of the impact fee. Another challenge facing many Rhode Island communities is determining the impact of seasonal population, which can impact services such as parks/recreation and libraries. In 2020, we were hired to calculate utility impact fees.

### **Town of Portsmouth, Rhode Island – Impact Fee Study (2022)**

Project Contact: Lea Hitchin, Town Planner

Phone: (401) 643-0333

E-mail: lhitchin@portsmouthri.com

TischlerBise Staff: Carson Bise, AICP and Benjamin Griffin

The Town of Portsmouth hired TischlerBise to calculate impact fees related to Fire, Police, Public Works, and Parks/Recreation. Similar to the Middletown discussion above, one of the challenges associated with this assignment is determining the impact of seasonal population, which can impact Town infrastructure.

### **Portland, Maine – Impact Fee Study (2018)**


Project Contact: Helen Donaldson, Director of Special Projects

Phone: (207) 874-8723

E-mail: hcd@portlandmaine.gov

TischlerBise Staff: Carson Bise, AICP and Colin McAweeney

The City of Portland retained TischlerBise to prepare an impact fee program for parks/recreation, wastewater, and transportation. Given the tourism component to the City's economy, the parks and



recreation capital improvements were allocated to residential, nonresidential, and hotel development. Furthermore, a credit was necessary to avoid double payments towards current debt obligations for park improvements. The transportation impact fee included an emphasis on multimodal improvements, so TischlerBise developed a methodology using person trips. Finally, since the City did not have an existing impact fee program, TischlerBise conducted extensive outreach meetings with various stakeholder groups representing the development community.

**City of Longmont, Colorado – Impact Fee Study (2016)**

Project Contact: Joni Marsh, Planning and Development Services Director

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TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the City of Longmont's impact fee program. Three fee categories were included—Recreation, Public Buildings, and Transportation. This assignment included updating capital improvement plans and calculating impact fees for each fee category. The Recreation fee evaluated both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment. The Transportation fee includes both capacity and multimodal improvements. A unique aspect of the transportation impact fee was the two-tiered structure to encourage redevelopment in the downtown core. Urban areas like downtown Longmont have distinct demographic profiles and physical traits that reduce vehicle trips, such as higher internal capture, design characteristics that promote walking and biking, and superior transit service.

Consistent with the literature review, a recent analysis of mixed-use developments in six regions of the United States found an average 29% reduction in trip generation as a function of “D” variables, including: density, diversity, design, destination accessibility, distance to transit, demographics, and development scale. Because mixed-use development located in downtown Longmont will put less strain on the external street network, trip generation rates should be less than standalone suburban development.

## Section 5: Project Approach and Methodology

### Project Approach

Impact fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.


Any one of several legitimate methods may be used to calculate impact fees for the Town. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

**Plan-Based Impact Fee Calculation** - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

**Cost Recovery Impact Fee Calculation** - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized police station is an example.

**Incremental Expansion Impact Fee Calculation** - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.



**Evaluation of Alternatives.** Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the methodology for each component of an impact fee category will be dependent on which is most beneficial for the Town. In some cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the Town. There will likely be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and we create the optimum format that best achieves our clients’ goals.

**Lending a Sense of Market Reality to the Development Projections.** Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the Town’s financial exposure if impact fee revenue is less than expected.

## Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees. The impact fees categories are assumed to include: Police, Parks and Recreation, Fire, Roads, and Town Administration Facilities.

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with Town staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff’s role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for South Berwick
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues


**Meetings:** One (1) on-site visit to meet with Town staff as appropriate.

**Deliverables:** Data request memorandum (prepared in advance of meeting).

### TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the Town and determine the likely development future for the Town in terms of new population, housing units, employment, and nonresidential building area over the next 10 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

**Meetings:** Discussions with Town staff held as part of Task 1, as well as conference calls as needed.



**Deliverables:** TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the Town, a final memorandum will be issued, which will become part of the final Impact Fee Report.

### **TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS**

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

**Identify Facilities/Costs Eligible for Impact Fee Funding.** As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the Town may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the Town might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

**Identify Appropriate Level of Service (LOS) Standards.** We will review needs analyses and LOS for each facility type. Activities related to this Task include:


- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

**Meetings:** Two (2) meetings with Town staff to discuss capital facility needs and levels of service.

**Deliverables:** Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

### **TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES**

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular



methodology for each component of the impact fee category will depend on which is most beneficial for the Town. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the Town. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the Town is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

**Meetings:** One (1) meeting with Town staff to discuss issues related to allocation methodologies and relevant policy issues.

**Deliverables:** “Storyboard” presentation on fee options.

#### **TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS**

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

**Deliverables:** Memoranda as appropriate. See Task 7.

#### **TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS**

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the Town to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.


The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

**Deliverables:** See Task 8.

#### **TASK 7: PREPARE DRAFT AND FINAL IMPACT FEE REPORT, PUBLIC PRESENTATIONS**

TischlerBise will prepare a draft report for the Town’s review. The report will summarize the need for all relevant categories of impact fees in South Berwick and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity

- 
- Other information which adequately explains and justifies the resulting recommended fee schedule
  - Cash flow analysis
  - Implementation and administration procedures

Following the Town's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

**Meetings:** Two (2) meetings/ presentations to present the Impact Fee Study with the Town Council.

**Deliverables:** Draft and Final Impact Fee Study.

## Section 6: Project Schedule and Pricing

### Project Schedule

The table below indicates our proposed schedule for this assignment.

IMPACT FEE PROJECT SCHEDULE FOR SOUTH BERWICK, MAINE			
Tasks	Anticipated Dates	Meetings	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	Month 1	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	Months 1 and 2	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	Months 1 and 2	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	Month 3	1	"Storyboard" Presentation on Fee Options
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	Month 3	0	See Task 8
Task 6: Conduct Funding and Cash Flow Analysis	Month 3	0	See Task 8
Task 7: Prepare Impact Fee Report, Public Presentations	Months 3 and 4	2	Draft/Final Impact Fee Report, Presentation Materials as Appropriate

### Project Management Approach

TischlerBise utilizes a project management process which ensures that our projects are completed on time, within budget, and most importantly, that they yield results that match our clients' expectations. Our project management plan utilizes the following principles common to successful projects:

1. First, **we begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the project goals and objectives in collaboration with Town staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
2. Second, **we will plan the project schedule.** As part of the Project Initiation task, Mr. Bise will work with Town staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
3. Third, **we will actively manage the project process.** Mr. Bise and Ms. Herlands, both have a long history of past project successes (we encourage you to contact our references regarding this aspect) that are supported by strong project management skills. Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and will be accountable to you for meeting the schedule, budget, and technical requirements of the project.
4. Finally, **we will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and chief executive officer level. Prior to the delivery of work product to you and staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing

a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form.

## Project Cost

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, our anticipated number of meetings, and anticipated deliverables. Please note that this is a fixed fee, not-to-exceed, proposal and includes direct expenses related to the project.

<b>PROPOSED FEE SCHEDULE FOR SOUTH BERWICK, MAINE</b>					
<b>Project Team Member:</b>	<b>Bise</b>	<b>Herlands</b>	<b>Griffin</b>	<b>Total</b>	
<b>Job Title:</b>	<b>Project Manager</b>	<b>Project Analyst</b>	<b>Project Analyst</b>	<b>Hours</b>	<b>Cost</b>
<b>Hourly Rate*</b>	<b>\$225</b>	<b>\$200</b>	<b>\$200</b>		
Task 1: Project Initiation / Data Acquisition	8	0	8	16	\$3,400
Task 2: Prepare Land Use Assumptions and Development Projections	4	2	24	30	\$6,100
Task 3: Determine Capital Facility Needs and Service Levels	16	16	48	80	\$16,400
Task 4: Evaluate Different Allocation Methodologies	4	8	2	14	\$2,900
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	2	8	0	10	\$2,050
Task 6: Conduct Funding and Cash Flow Analysis	0	4	4	8	\$1,600
Task 7: Prepare Impact Fee Report, Public Presentations	16	40	8	64	\$13,200
<b>TOTAL</b>	<b>50</b>	<b>78</b>	<b>94</b>	<b>222</b>	<b>\$45,650</b>

\* Hourly rates are inclusive of all costs.

# TischlerBise

FISCAL | ECONOMIC | PLANNING

## Principal Office

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**South Berwick TIF Budget, Earmarks & Multi-Year Projections**

ACCT.	DESCRIPTION	FY23	FY24	FY24	FY24	FY25	FY25	FY25	FY26	FY26	FY26	FY27	FY27	FY27
		Audited Year End Balance	Projected Growth	Approved Budget & Changes	Projected Year End Balance	Projected Growth	Proposed Budget	Projected Year End Balance	Projected Growth	Anticipated Budget Needs	Projected Year End Balance	Projected Growth	Anticipated Budget Needs	Projected Year End Balance
TIF #1	Punkintown TIF District	\$ 1,145,922	\$ 687,411	\$ 424,715	\$ 1,408,618	\$ 727,827	\$ 1,444,198	\$ 692,247	\$ 727,827	\$ 500,000	\$ 920,074	\$ 727,827	\$ 517,000	\$ 1,130,901
TIF #2	Transit-Oriented TIF District	\$ -	\$ 551,121	\$ 30,000	\$ 521,121	\$ 861,200	\$ 652,500	\$ 729,821	\$ 861,200	\$ 662,500	\$ 928,521	\$ 861,200	\$ 217,500	\$ 1,572,221
<b>TOTAL TIF Districts</b>		<b>\$ 1,145,922</b>	<b>\$ 1,238,532</b>	<b>\$ 454,715</b>	<b>\$ 1,929,739</b>	<b>\$ 1,589,027</b>	<b>\$ 2,096,698</b>	<b>\$ 1,422,068</b>	<b>\$ 1,589,027</b>	<b>\$ 1,162,500</b>	<b>\$ 1,848,595</b>	<b>\$ 1,589,027</b>	<b>\$ 734,500</b>	<b>\$ 2,703,122</b>

\*NOTE: FY24 Year End Projected Balance includes anticipated FY24 tax revenue generated, and includes all CEAs deducted (if applicable). Beginning balances subject to change.

**LINE ITEM BACKUP**

**TIF #1 Punkintown**

**FY24 Approved Budget & Changes**

Economic and Community Development Department	\$ 181,200
Economic Development Related / Prorated Town Salaries	\$ 124,015
Economic Development Related / Overhead, Capital, Studies	\$ 37,500
MDOT Grant Match Plan. & Engineer. for Main Street Traffic Improve.	\$ 52,000
Downtown Revitalization Plan	\$ 30,000

**\$ 424,715**

**FY25 Proposed Budget**

Economic and Community Development Department	\$ 192,528
Economic Development Related / Prorated Town Salaries	\$ 123,945
Economic Development Related / Overhead, Capital, Debt, Studies	\$ 79,725
Wayfinding / Town-wide signage	\$ 45,000
Earmark for Rt. 236 / Main Street Traffic Improvements	\$ 1,000,000
Legal Fees	\$ 3,000

**\$ 1,444,198**

**FY26 Anticipated Budget Needs**

Economic and Community Development Department	\$ 208,000
Economic Development Related / Prorated Town Salaries	\$ 140,000
Economic Development Related / Overhead, Capital, Studies	\$ 50,000
Grant Match Funds	\$ 100,000
Legal Fees	\$ 2,000

**\$ 500,000**

**FY27 Anticipated Budget Needs**

Economic and Community Development Department	\$ 215,000
Economic Development Related / Prorated Town Salaries	\$ 150,000
Economic Development Related / Overhead, Capital, Studies	\$ 50,000
Grant Match Funds	\$ 100,000
Legal Fees	\$ 2,000

**\$ 517,000**

**TIF #2 Transit-Oriented**

**FY24 Proposed Budget**

Downtown Façade Improvement Grant Program	\$ 30,000
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**\$ 30,000**

**FY25 Anticipated Budget Needs**

Downtown Façade Improvement Grant Program	\$ 50,000
Downtown Improvements	\$ 100,000
Earmark for Rt. 236 / Main Street Traffic Improvements	\$ 500,000
Legal Fees	\$ 2,500

**\$ 652,500**

**FY26 Anticipated Budget Needs**

Downtown Façade Improvement Grant Program	\$ 60,000
Downtown Improvements	\$ 100,000
Earmark for Rt. 236 / Main Street Traffic Improvements	\$ 500,000
Legal Fees	\$ 2,500

**\$ 662,500**

**FY27 Anticipated Budget Needs**

Downtown Façade Improvement Grant Program	\$ 90,000
Downtown Improvements	\$ 125,000
Legal Fees	\$ 2,500

**\$ 217,500**