

RICHARD M. MORABITO SR. et al.

v.

DONALENE NELSEN et al.

Submitted on Briefs February 25, 2010

Decided March 2, 2010

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Donalene Nelsen, Wayne Nelsen, and two companies they control appeal from a judgment of the Superior Court (Cumberland County, *Cole, J.*) confirming an arbitrator's award entered against them in favor of Richard M. Morabito Sr. and Mary E. Morabito. Contrary to the Nelsens' contention, the court was not compelled to vacate the award, *see Dep't of Corr. v. Am. Fed'n of State, County & Mun. Employees, Council 93*, 2000 ME 51, ¶ 8, 747 A.2d 592, 594, because the home construction contract warranty clause mandated by 10 M.R.S. § 1487(7) (2009) did not require the arbitrator to explicitly consider the nonconforming tender provisions of 11 M.R.S. § 2-508 (2009).

The entry is:

Judgment affirmed.

**Attorneys for Donalene Nelsen, Wayne Nelsen,
D&W Home Builders, Inc. and DWN Asset Management:**

Frank K.N. Chowdry, Esq.
Jensen Baird Gardner & Henry
Ten Free Street
PO Box 4510
Portland, Maine 04112

**Attorneys for Richard M. Morabito and
Mary E. Morabito:**

Ray R. Pallas, Esq.
Law Office of Ray R. Pallas
425 Main Street
Portland, Maine 04092