



**CITY OF
MONTPELIER
MONTPELIER,
VERMONT**

Agenda for City
Council Meeting
Wednesday,
October 25, 2017
06:30 P.M.

- 1) Call to Order by the Mayor
- 2) 17-311. Review and Approve Agenda
- 3) 17-312. General Business and Appearances
- 4) 17-313. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes:
 - i. October 11, 2017 Regular Council Meeting
 - b) Approve Street Closure for Veteranâ€™s Day Parade 11/10/17
 - c) Approve grant agreement with the State of Vermont, Department of Environmental Conservation (DEC)
- 5) 17-314. Zoning
- 6) 17-315. Other Business
- 7) 17-316. Council Reports
- 8) 17-317. Mayorâ€™s Report

9) 17-318. City Clerk's Report

10) Adjournment

Minutes of the Montpelier City Council Meeting
October 11, 2017, 6:00 PM
City Council Chambers, City Hall

In attendance: Mayor John Hollar (Chair), Councilors Dona Bate, Justin Turcotte, Anne Watson, Ashley Hill, Jean Olson, Rosie Krueger. City Clerk John Odum acted as secretary of the meeting.

Call to Order by the Mayor at 6:00.

- 17-296. Without objection, the proposed agenda was approved by acclimation.
- 17-298. Councilor Watson moved approval of the consent agenda. Councilor Bate seconded. The motion carried unanimously.
- 17-299. Jon Anderson and Stephanie Smith addressed the council regarding their candidacies for the Planning Commission. Councilor Watson moved the Council enter executive session to discuss the appointments, Councilor Hill seconded, and the motion carried unanimously at 6:05. At 6:17, Councilor Turcotte moved the Council return to open session and was seconded by Councilor Olson. Motion carried unanimously.
- Councilor Krueger moved the Council reappoint Jon Anderson and Tina Ruth to the Planning Commission. Motion carried 4-2 (Councilors Bate and Hill voting nay) at 6:19.
- 17-300. Councilor Watson moved the Council appoint Cristine Zern, Katheryn Stevens-Favorite, and Liz Hannon to the Housing Authority. Anne moved appointments. Councilor Hill seconded, and the motion carried unanimously at 6:23.
- 17-301. Paul Gambill addressed the Council in regards to the ArtSynergy Selection Committee appointments. Councilor Watson moved the Council enter executive session (and include Mr. Gambill) to discuss the appointments and Councilor and Councilor Hill seconded. The motion carried unanimously at 6:26. At 6:32, Councilor Watson moved the Council return to open session. Councilor Olson seconded, and the motion carried unanimously.
- Councilor Hill moved the Council appoint Nathan Suter, Jill Pralle, Magdalene Lenz-McQuilken, and Robert Hannum to the ArtSynergy Selection Committee. Councilor Watson seconded. Motion carried unanimously.
- 17-302. The Council received a Central Vermont Public Safety Authority update from Kim Cheney, Tom Golonka, Francis Aumund, Sam Dworkin, and Michael Smith. Significant discussion took place. Councilor Olson made the following motion: "to place Montpelier dispatch under the purview of the Central Vermont Public Safety Authority by July 1, 2018. On July 1 2018, the CVPSA will have authority over employees, protocols, procedures and policies; subject to the following: No bonding without prior approval by Montpelier City Council, All employees will remain under the Montpelier personnel plan pending transition to the Authority and approval of the employee plan by Chief Facos, Budgeting for the Authority will remain with Montpelier City Council until a date to be

determined by the Council.” Councilor Turcotte seconded. Further discussion followed. Paul Cerutti, Laura Heddon, Fred Cummings, and Doug Hoyt participated in discussion.

Councilor Watson moved the motion be amended by replacing the entirety of the language with the following: “That the City Council issue a letter to members of Capital West, Barre City and Barre Town saying we have full confidence in the CVPSA in moving forward with a regional plan as it continues with details to be developed, moving forward with the intention to cede authority of some operations by July 1 2018.” Councilor Hill seconded. After further discussion, the motion to amend was approved unanimously.

The underlying motion as amended passed unanimously.

Councilor Turcotte moved the Council instruct city staff to draft a resolution supporting the Regional Authority with language as described by the Head of Montpelier dispatch by the next regular meeting. Councilor Hill seconded. Motion carries unanimously.

The Chair called a recess at 8:31. The meeting reconvened at 8:40.

- 17-304. Chair decided to continue the Wayfarer discussion to a future meeting. Ashley Wiltzenberger of Montpelier Alive came forward to answer questions as part of a brief discussion of the proposed Downtown Improvement District budget. Councilor Watson moved approval of the Downtown Improvement District budget as proposed. Councilor Turcotte seconded. Motion carried unanimously at 8:43.
- 17-305. Planning Director Mike Miller, joined by Tina Ruth and Barbara Conrey, came forward to continue prior meetings’ discussions of the proposed zoning ordinance. Alan Goldman offered comments. No formal action was taken.
- 17-307. Councilor Bate reported that she was heading to Ohio. Councilor Olson noted that Skinny Pancake would be making a donation based on Saturday sales to the Food Bank. Councilor Krueger commented that it had been a pleasure to work with Councilors, and offered thanks to Mr. Miller for his work. Councilor Watson reminded listeners of the Saturday TW Wood Gallery fall Gala. She added that she’d been talking with city staff regarding the searchability of agenda items on the website and having more robust document accessibility in general. Councilor Hill complimented the Police Department for the appearance in local news promoting “Coffee with a Cop.”
- 17-308. The Mayor reported that he and the City Manager had a good meeting with the College of Fine Arts regarding zoning. He also noted his recent meeting with the Consul General of Bangladesh.

Hearing no objection, the Mayor declared the meeting adjourned by unanimous consent at 9:50PM.



CITY COUNCIL Agenda Item #17-313(b)

Date: October 25, 2017

Consent X Discussion _____

SUBJECT: Consideration of a Street Closure Permit Application for Veteran's Day Parade on State and Main Streets, Bailey Avenue.

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve a Street Closure Permit Application from the Montpelier Veteran's Council for the closure of part of Main Street, State Street and Bailey Avenue on Friday, November 10, 2017 from 9:30 A.M. to 11:30 A.M. for the Veteran's Day Parade.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Requests for street closures require Council approval.

BACKGROUND INFORMATION: The City's new Street Closure Permit Application has a section which shows that Police, Public Works, Fire and Montpelier Alive have reviewed and signed off on these applications. Another step in the new Street Closure Policy is that if the request is for State, Main, Langdon or Elm Streets or adjacent parking lots, the City will provide public notification of both the proposed closure and the date the Council will consider this request. If this request is approved, the organizers will then provide written notice of their event to all nearby property owners.

SUPPORTING DOCUMENTS: Street Closure Application

INTERESTED PARTIES: Property owners/businesses on State and Main Streets; Montpelier Alive; Fire; Police and Public Works

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", is written over a horizontal line.

Street Closure Permit Application

1. Event Sponsor

Montpelier Veterans Council	
Name: Carole Baker	Email: CAB72253@aol.com
Address: 155 Main St # 217 Montpelier VT 05602	
Cell Phone:	Other Phone: 223-1118

2. Event Details

Name of Event: Veterans Day Parade	
General description of the event (1 to 3 sentences): Honoring all Veterans	
Date of Event: Nov 10, 2017	Start and End Time of Event: 9:30 am 11 am
Street(s) to be closed: Please provide a sketch of the event layout. Start at Round-about down main to State St State to Bailey Ave then to high School	
Time Street will close (recommend up to an hour before event): 9:30 - 11 am	Time Street will reopen (recommend 30 minutes after the event ends): Yes at 11 am
Number of Staff/Volunteers on site for Event: Volunteers 15?	
Number of people expected at event: 300 - 500	Number of vendors and/or entertainers who will participate: None

3. Community Support

Is this a reoccurring event in Montpelier? yes	If no, do you have experience elsewhere with such events? Please explain.
How does this event benefit the public (as outlined in the Street Closure Policy)? Honoring all Veterans	

4. Public Safety and Public Health

Please describe any discussions or arrangements that the Event Sponsor has made with public safety or public works professionals in Montpelier.

Asking Police Dept for help
for STREET closing

Thanks

What arrangements have been made for food, water, and toilet facilities (if applicable)?

don't Need any

What arrangements have been made to assure that litter will be cleaned up and disposed of and that trash and recycling containers will be provided?

don't Need any

If additional law enforcement officials will be hired for your event, please list:

I believe NOT

Please note any other unique aspects of this event:

Will noise levels or hours exceed the city's noise ordinance? If so, will this event require a request for variance from the noise ordinance?

NO

5. Accessibility

As this event will take place on public property, I, as the Event Sponsor, attest that this event and all related programming and facilities meet the Americans with Disabilities Act accessibility requirements. These requirements are available at the City's website.

Carole Baker

Signature

Carole Baker

Printed Name

10-2-17

Date

Street Closure Permit Application

6. Signature

I, the undersigned, certify that the information provided above is valid and I will abide by any additional provisions note by Officials below. I acknowledge that I have read and understand the Montpelier Street Closure policy and that I am responsible for compliance with all requirements contained in that policy. I also agree to be onsite for the duration of the above mentioned street closure.

Carole Baker Carole Baker 10-2-17
Signature Printed Name Date

Notice Documentation

Name of Event: <u>Veterans Day Parade</u>	
Date of Event: <u>Nov 10 2017</u>	Start and End Time of Event: <u>9:30-11am</u>
Street(s) to be Closed: <u>Main to State State To Bailey Then High School</u>	
Time Street will close (recommend up to an hour before event): <u>9:45-11am</u>	Time Street will reopen (recommend 30 minutes after the event ends): <u>11am</u>
Date of City Council Meeting to consider permit request: <u>10/25/17</u>	
Describe Efforts made to notify residents and businesses along the street to be closed. Notification must include both the date/time of the proposed event and the date/time of the City Council meeting where the street closure will be considered. <u>Email to businesses</u>	

Street Closure Permit Application

FOR OFFICIAL USE ONLY

The following parties have reviewed and approved:

POLICE	
Reviewed by: <u>Anthony J. Facos</u> Print Name <u>[Signature]</u> Signature <u>10/13/2017</u> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <u>Patrol to control traffic at intersection</u> ☐ Reviewed – do not recommend approval
PUBLIC WORKS	
Reviewed by: <u>Thomas McAnally</u> Print Name <u>[Signature]</u> Signature <u>10/16/17</u> Date	☒ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval
FIRE DEPARTMENT	
Reviewed by: <u>Robert Gouvens</u> Print Name <u>[Signature]</u> Signature <u>10.16.17</u> Date	☒ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval

Street Closure Permit Application

MONTPELIER ALIVE	
Reviewed by: <u>Ashley Witzberg</u> Print Name <u>[Signature]</u> Signature <u>Oct. 16, 2017</u> Date	☒ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval
OTHER	
Reviewed by: _____ Print Name _____ Signature _____ Date	☐ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval

This permit request was reviewed at the _____ City Council
(MONTH/DAY/YEAR)
meeting. This permit request was:

APPROVED _____ DENIED _____



CITY COUNCIL Agenda Item #17-313(c)

Date: October 25, 2017

Consent X Discussion ____ Time Sensitive X

SUBJECT: Consideration of approval of entering into a grant agreement with the State of Vermont, Department of Environmental Conservation (DEC).

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Authorize the Director of Public Works to execute a grant agreement on behalf of the City of Montpelier to formally accept award of an Ecosystem Restoration Program (ERP) grant together with the commitment of the local cash and/or in-kind match, and other obligations as specified.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal "H": Maintain a Clean & Healthy Natural Environment (effective storm water management / clean rivers). Prior Action: Approval of Storm Water Master Plan (SWMP),

EXPENDITURE REQUIRED: \$22,500 or equivalent of in-kind staff and cash expenditure

SOURCE OF FUNDS: \$22,500 City (CIP budget FY18, proposed FY19 & operating funds) + VT ERP Grant of \$42,000 = \$64,500 total budget

LEGAL REQUIREMENTS: Relative to Act 64 (Clean Water Act). This project supports the clean water initiative but is not specifically required.

BACKGROUND INFORMATION: In 2008 & 2011, significant storm events caused a drainage channel within a Route 302 watershed basin located northerly of Sherwood Drive, to "unravel" as a result of scouring velocities and high volumes. Consequently, eroded materials obstructed storm water infrastructure causing public & private property damage and resulting in the discharge of sediment to the Stevens Branch. Less significant events have occurred repeatedly since that time due to the continued instability within the drainage basin.

A collaborative cost sharing agreement with adjacent property owners accomplished interim relief and modest protective measures through reconstruction of the receiving storm water infrastructure with a sediment collection device. To address the cause of the erosion, an in-depth analysis of the 70 acre drainage area was recommended in the SWMP. To achieve this, a grant application was submitted to the VT DEC in October, 2016 for funding through the Clean Water Initiative Program, ERP grants. The grant goal is to "...restore and protect rivers, streams, lakes, ponds, and wetlands from storm water runoff and nonpoint source runoff and erosion sources that contain nutrient (phosphorus and nitrogen) and sediment pollution." Our project will consist of planning, feasibility & design by a qualified consultant retained through an RFP process. The project title is "Managing Storm Water and Reducing Sediment Loads to the Stevens Branch." Upon completion, a follow-up grant application will be submitted under category C; Project Implementation.

SUPPORTING DOCUMENTS:

- VT DEC, Standard Grant Agreement
- Storm Water Drainage Area Map

INTERESTED PARTIES: Adjoining land owners within the drainage area, Friends of the Winooski River, Montpelier Conservation Commission

CITY MANAGER'S APPROVAL:A handwritten signature in black ink, appearing to read "W. J. [unclear]", is written over a faint, rectangular grid background.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 2017-ERP-D-02		² Original	☒	Amendment #		
³ Grant Title: Managing Stormwater and Reducing Sediment Loads to the Stevens Branch						
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$42,000		⁶ Total Award Amount: \$42,000		
⁷ Award Start Date: on final signature		⁸ Award End Date: 10/31/2018		⁹ Subrecipient Award: YES ☐ NO ☒		
¹⁰ Vendor #: 40571		¹¹ Grantee Name: City of Montpelier				
¹² Grantee Address: 39 Main St., City Hall						
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 5602		
¹⁶ State Granting Agency: Department of Environmental Conservation				¹⁷ Business Unit: 06140		
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$22,500 Description:				
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: ☐ Scope of Work: ☐ Other: ☐						

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #:		²² Indirect Rate: %		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis 10%)		²⁵ R&D:	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund				Fund - 21932
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds	\$0	\$42,000	\$42,000	Fund- 31500

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$42,000	\$42,000			

SECTION IV - CONTACT INFORMATION

⁴⁰ STATE GRANTING AGENCY	⁴¹ GRANTEE
NAME: David Pasco	NAME: Tom McArdle
TITLE: Grants Management Specialist	TITLE: Director of Public Works
PHONE: 802-490-6112	PHONE: (802)223-9508
EMAIL: david.pasco@vermont.gov	EMAIL: tmcardle@montpelier-vt.org



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and City of Montpelier with principal place of business at 39 Main St., City Hall, Montpelier, VT 05602, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is Managing Stormwater and Reducing Sediment Loads to the Stevens Branch. Detailed scope to be provided by the Grantee are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$42,000**. Required match is equal to at least **\$22,500**. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds
8. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on October 31, 2018.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
12. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed
 Attachment B – Budget and Payment Provisions
 Attachment C - Customary State Grant Provisions
 Attachment D – Other Grant Provision
 Attachment E – Final Performance Report Template
 Request for Approval to Subgrant/Subcontract

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

GRANTEE

By:

Name: (Print) _____

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

As part of the State's Clean Water Initiative Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$42,000 to implement the Designs for Managing Stormwater and Reducing Sediment Loads to the Stevens Branch, which will serve to decrease the sediment loading in the Stevens Branch, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal.

Performance Measure(s) for this Grant:

Number of 100% designs completed: 9

Number of 30% designs completed: 1

The project will develop designs to address the significant sediment load from an intermittent drainage that is currently impacting the Stevens Branch immediately above its confluence with the Winooski River. The drainage area of interest extends from Route 302 west to Berlin St.. Adjoining landowners have already initiated and agreed to fund the removal of a 100' section of undersized culvert that is routinely plugged because of the heavy sediment load. The grantee is developing an open channel design, and incorporating debris management measures to prevent material from entering the remaining section of culvert; this work is expected to be completed before the end of the calendar year. The landowners have agreed to ultimately remove the remaining section of the undersized culvert and replace it with an appropriately sized (48") culvert.

The grantee will identify opportunities to improve stormwater management from the 7.5 acres of impervious surface in the headwaters of this 70-acre drainage area and will design a preferred alternative to stabilize the downstream end of the intermittent drainage feature and provide debris management, if needed.

The grantee will:

- 1.) Complete a thorough field survey of the drainage area, including a detailed evaluation of stormwater retrofit opportunities in the headwaters of the drainage area with particular attention to opportunities for green stormwater infrastructure practices in the municipal right-of-way (e.g., along Forest Dr., Judson, Dr., Hebert Rd., and Isabel Cir.) at least initially but may be expanded to private properties if recommended and with owner consent. The deliverables will include up to 8 (100%) designs for stormwater retrofits.
- 2.) Undertake an alternatives analysis of opportunities for additional sediment basins and/or stabilization measures in the downstream reach of the drainage to mitigate on-going bank slumping/landslides. The deliverable will be a 30% design for improvements to the downstream reach to control sediment.
- 3.) Work with the adjoining landowners to develop a mutually agreeable approach to addressing channel encroachments and providing energy dissipation at the culvert outlet. The deliverable will be a 100% design for energy dissipation practice(s).

Each design will include an opinion of probable cost.

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. At project completion, the Grantee is also required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions, and results. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for milestone #7 below. The Grantee shall submit a Request for Approval to Subcontract

Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

	Milestone	Deliverable(s)	Due Date	Payment
1	Request for proposals developed; contractor selected	Signed contract	December 14, 2017	\$1,500
2	Field survey of the drainage area	Technical memo summarizing opportunities	April 15, 2018	\$2,500
3	8 (100%) designs for stormwater retrofits	100% construction drawings for 8 retrofit projects	June 15, 2018	\$24,000
4	Alternatives analysis for intermittent channel	Technical memo and interim project report	June 15, 2018	\$4,500
5	30% design for intermittent channel	30% design/plan sheet	July 12, 2018	\$3,000
6	100% design for energy dissipation practice	100% construction drawings for energy dissipation practice	August 17, 2018	\$4,000
7	Project completed	Final performance report with summary of transferable findings; press release with list of media contacted	October 5, 2018	\$2,500
	Total			\$42,000

Attachment B

Payment Provisions

See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Risk-Based Assessment:

Risk Level:

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,
☐ Include a copy of all receipts for costs requested for reimbursement.
☐ Other:

Other Provisions

Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: David Pasco
 Department: Department of Environmental Conservation
 Address: 1 National Life Drive, Main 2, Montpelier, VT 05620

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: City of Montpelier

Grant #: 2017-ERP-D-02 **Purchase Order #:** **Payment#:** **Amount Requested:**

Milestones and Deliverables:

Milestones and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 - Request for proposals developed; contractor selected	\$1,500			\$	
2 - Field survey of the drainage area	\$2,500			\$	
3 - 8 (100%) designs for stormwater retrofits	\$24,000			\$	
4 - Alternatives analysis for intermittent channel	\$4,500			\$	
5 - 30% design for intermittent channel	\$3,000			\$	
6 - 100% design for energy dissipation practice	\$4,000			\$	
7 - Final report	\$2,500			\$	
Total	\$42,000			\$	\$22,500

Approvals for Payment

Signed by:

Grantee: _____ Date: _____

Title: _____

The Grantee certifies that deliverables being billed and any match documented on this invoice have been completed as outlined in the grant agreement.

State's Project Manager: _____ Date: _____

The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit

in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies,

departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal

funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of

interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no

warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

Attachment D

Other Grant Agreement Provisions

1. **Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at: <http://dec.vermont.gov/watershed/cwi/grants>
2. **Required Deliverable for Project Identification:** As stated in the grant agreement's table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
3. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>
4. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: <http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
5. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.

Attachment E

Vermont DEC - Ecosystem Restoration Program

Final Performance Report

Project Information

Organization: City of Montpelier

Grant Number: 2017-ERP-D-02

Title: Managing Stormwater and Reducing Sediment Loads to the Stevens Branch

Report Date:

Date Project Completed:

Project Location:

- Latitude degree of project location; provided with five decimal places (e.g., 44.25804):
- Longitude degree of project location; provided with five decimal places (e.g., -72.59101):
- Town(s):
- WBID (Watershed boundary ID) Sub-basin(s):
- Stream segment if applicable (e.g., River and stream projects):

Project Type:

ERP Funding Amount:

Total Project Costs:

Total Match documented (if applicable):

Performance Measure(s) as identified in your grant agreement:

1.

Value	Unit	Measure Type

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:

2.

Value	Unit	Measure Type

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:

Summary of work completed:

Photos (Before and After):

**Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	City of Montpelier
Address:	39 Main St., City Hall, Montpelier, VT 05602
Phone Number:	
Agreement #:	2017-ERP-D-02

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

Original Grantee/Contractor Signature:	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Financial Operations Office Review

Approval: _____ **Date:** _____

On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.

Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont

1. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").



0 180 360 Feet



Drainage Area

Topography (2 ft. contours)

River or Stream



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, Swisstopo, and the GIS User Community

STONE ENVIRONMENTAL INC.

Crossways Saab Stormwater Drainage Area

Map # 1

City of Montpelier
ERP Grant Application



CITY COUNCIL Agenda Item #17-313(C)

Date: October 25, 2017

Consent X Discussion ____ Time Sensitive X

SUBJECT: Consideration of approval of entering into a grant agreement with the State of Vermont, Department of Environmental Conservation (DEC).

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Authorize the Director of Public Works to execute a grant agreement on behalf of the City of Montpelier to formally accept award of an Ecosystem Restoration Program (ERP) grant together with the commitment of the local cash and/or in-kind match, and other obligations as specified.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal "H": Maintain a Clean & Healthy Natural Environment (effective storm water management / clean rivers). Prior Action: Approval of Storm Water Master Plan (SWMP),

EXPENDITURE REQUIRED: \$22,500 or equivalent of in-kind staff and cash expenditure

SOURCE OF FUNDS: \$22,500 City (CIP budget FY18, proposed FY19 & operating funds) + VT ERP Grant of \$42,000 = \$64,500 total budget

LEGAL REQUIREMENTS: Relative to Act 64 (Clean Water Act). This project supports the clean water initiative but is not specifically required.

BACKGROUND INFORMATION: In 2008 & 2011, significant storm events caused a drainage channel within a Route 302 watershed basin located northerly of Sherwood Drive, to "unravel" as a result of scouring velocities and high volumes. Consequently, eroded materials obstructed storm water infrastructure causing public & private property damage and resulting in the discharge of sediment to the Stevens Branch. Less significant events have occurred repeatedly since that time due to the continued instability within the drainage basin.

A collaborative cost sharing agreement with adjacent property owners accomplished interim relief and modest protective measures through reconstruction of the receiving storm water infrastructure with a sediment collection device. To address the cause of the erosion, an in-depth analysis of the 70 acre drainage area was recommended in the SWMP. To achieve this, a grant application was submitted to the VT DEC in October, 2016 for funding through the Clean Water Initiative Program, ERP grants. The grant goal is to "...restore and protect rivers, streams, lakes, ponds, and wetlands from storm water runoff and nonpoint source runoff and erosion sources that contain nutrient (phosphorus and nitrogen) and sediment pollution." Our project will consist of planning, feasibility & design by a qualified consultant retained through an RFP process. The project title is "Managing Storm Water and Reducing Sediment Loads to the Stevens Branch." Upon completion, a follow-up grant application will be submitted under category C; Project Implementation.

SUPPORTING DOCUMENTS:

- VT DEC, Standard Grant Agreement
- Storm Water Drainage Area Map

INTERESTED PARTIES: Adjoining land owners within the drainage area, Friends of the Winooski River, Montpelier Conservation Commission

CITY MANAGER'S APPROVAL:



STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 2017-ERP-D-02		² Original	Y	Amendment #		
³ Grant Title: Managing Stormwater and Reducing Sediment Loads to the Stevens Branch						
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$42,000		⁶ Total Award Amount: \$42,000		
⁷ Award Start Date: on final signature		⁸ Award End Date: 10/31/2018		⁹ Subrecipient Award: YES ☐ NO ☒		
¹⁰ Vendor #: 40571		¹¹ Grantee Name: City of Montpelier				
¹² Grantee Address: 39 Main St., City Hall						
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 5602		
¹⁶ State Granting Agency: Department of Environmental Conservation				¹⁷ Business Unit: 06140		
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$22,500		Description:		
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: ☐ Scope of Work: ☐ Other: ☐						

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #:	²² Indirect Rate: % (Approved rate or de minimis 10%)	²³ FFATA: YES ☐ NO ☐
²⁴ Grantee Fiscal Year End Month (MM format):	²⁵ R&D:	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):		

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund				Fund - 21932
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds	\$0	\$42,000	\$42,000	Fund- 31500

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$42,000	\$42,000			

SECTION IV - CONTACT INFORMATION

⁴⁰ STATE GRANTING AGENCY	⁴¹ GRANTEE
NAME: David Pasco	NAME: Tom McArdle
TITLE: Grants Management Specialist	TITLE: Director of Public Works
PHONE: 802-490-6112	PHONE: (802)223-9508
EMAIL: david.pasco@vermont.gov	EMAIL: tmcardle@montpelier-vt.org



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and City of Montpelier with principal place of business at 39 Main St., City Hall, Montpelier, VT 05602, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is Managing Stormwater and Reducing Sediment Loads to the Stevens Branch. Detailed scope to be provided by the Grantee are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$42,000**. Required match is equal to at least **\$22,500**. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds
8. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on October 31, 2018.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
12. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed
 Attachment B – Budget and Payment Provisions
 Attachment C - Customary State Grant Provisions
 Attachment D – Other Grant Provision
 Attachment E – Final Performance Report Template
 Request for Approval to Subgrant/Subcontract

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

GRANTEE

By:

Name: (Print) _____

Title: _____

Date: _____

Attachment A

Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

As part of the State's Clean Water Initiative Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$42,000 to implement the Designs for Managing Stormwater and Reducing Sediment Loads to the Stevens Branch, which will serve to decrease the sediment loading in the Stevens Branch, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal.

Performance Measure(s) for this Grant:

Number of 100% designs completed: 9

Number of 30% designs completed: 1

The project will develop designs to address the significant sediment load from an intermittent drainage that is currently impacting the Stevens Branch immediately above its confluence with the Winooski River. The drainage area of interest extends from Route 302 west to Berlin St.. Adjoining landowners have already initiated and agreed to fund the removal of a 100' section of undersized culvert that is routinely plugged because of the heavy sediment load. The grantee is developing an open channel design, and incorporating debris management measures to prevent material from entering the remaining section of culvert; this work is expected to be completed before the end of the calendar year. The landowners have agreed to ultimately remove the remaining section of the undersized culvert and replace it with an appropriately sized (48") culvert.

The grantee will identify opportunities to improve stormwater management from the 7.5 acres of impervious surface in the headwaters of this 70-acre drainage area and will design a preferred alternative to stabilize the downstream end of the intermittent drainage feature and provide debris management, if needed.

The grantee will:

- 1.) Complete a thorough field survey of the drainage area, including a detailed evaluation of stormwater retrofit opportunities in the headwaters of the drainage area with particular attention to opportunities for green stormwater infrastructure practices in the municipal right-of-way (e.g., along Forest Dr., Judson, Dr., Hebert Rd., and Isabel Cir.) at least initially but may be expanded to private properties if recommended and with owner consent. The deliverables will include up to 8 (100%) designs for stormwater retrofits.
- 2.) Undertake an alternatives analysis of opportunities for additional sediment basins and/or stabilization measures in the downstream reach of the drainage to mitigate on-going bank slumping/landslides. The deliverable will be a 30% design for improvements to the downstream reach to control sediment.
- 3.) Work with the adjoining landowners to develop a mutually agreeable approach to addressing channel encroachments and providing energy dissipation at the culvert outlet. The deliverable will be a 100% design for energy dissipation practice(s).

Each design will include an opinion of probable cost.

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. At project completion, the Grantee is also required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions, and results. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for milestone #7 below. The Grantee shall submit a Request for Approval to Subcontract

Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

	Milestone	Deliverable(s)	Due Date	Payment
1	Request for proposals developed; contractor selected	Signed contract	December 14, 2017	\$1,500
2	Field survey of the drainage area	Technical memo summarizing opportunities	April 15, 2018	\$2,500
3	8 (100%) designs for stormwater retrofits	100% construction drawings for 8 retrofit projects	June 15, 2018	\$24,000
4	Alternatives analysis for intermittent channel	Technical memo and interim project report	June 15, 2018	\$4,500
5	30% design for intermittent channel	30% design/plan sheet	July 12, 2018	\$3,000
6	100% design for energy dissipation practice	100% construction drawings for energy dissipation practice	August 17, 2018	\$4,000
7	Project completed	Final performance report with summary of transferable findings; press release with list of media contacted	October 5, 2018	\$2,500
	Total			\$42,000

Attachment B

Payment Provisions

See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Risk-Based Assessment:

Risk Level:

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Grantee shall:

- ☒ Maintain a copy of all receipts on file for review upon request by the State,
- ☐ Include a copy of all receipts for costs requested for reimbursement.
- ☐ Other:

Other Provisions

Up to 90 days of Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

Address All completed forms should be submitted to:

Name: David Pasco
 Department: Department of Environmental Conservation
 Address: 1 National Life Drive, Main 2, Montpelier, VT 05620

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: City of Montpelier

Grant #: 2017-ERP-D-02 **Purchase Order #:** **Payment#:** **Amount Requested:**

Milestones and Deliverables:

Milestones and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 - Request for proposals developed; contractor selected	\$1,500			\$	
2 - Field survey of the drainage area	\$2,500			\$	
3 - 8 (100%) designs for stormwater retrofits	\$24,000			\$	
4 - Alternatives analysis for intermittent channel	\$4,500			\$	
5 - 30% design for intermittent channel	\$3,000			\$	
6 - 100% design for energy dissipation practice	\$4,000			\$	
7 - Final report	\$2,500			\$	
Total	\$42,000			\$	\$22,500

Approvals for Payment

Signed by:

Grantee: _____ Date: _____

Title: _____

The Grantee certifies that deliverables being billed and any match documented on this invoice have been completed as outlined in the grant agreement.

State's Project Manager: _____ Date: _____

The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit

in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies,

departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal

funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of

interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no

warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

Attachment D

Other Grant Agreement Provisions

1. **Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at: <http://dec.vermont.gov/watershed/cwi/grants>
2. **Required Deliverable for Project Identification:** As stated in the grant agreement's table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
3. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>
4. **Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: <http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
5. **Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.

Attachment E

Vermont DEC - Ecosystem Restoration Program

Final Performance Report

Project Information

Organization: City of Montpelier

Grant Number: 2017-ERP-D-02

Title: Managing Stormwater and Reducing Sediment Loads to the Stevens Branch

Report Date:

Date Project Completed:

Project Location:

- Latitude degree of project location; provided with five decimal places (e.g., 44.25804):
- Longitude degree of project location; provided with five decimal places (e.g., -72.59101):
- Town(s):
- WBID (Watershed boundary ID) Sub-basin(s):
- Stream segment if applicable (e.g., River and stream projects):

Project Type:

ERP Funding Amount:

Total Project Costs:

Total Match documented (if applicable):

Performance Measure(s) as identified in your grant agreement:

1.

Value	Unit	Measure Type

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:

2.

Value	Unit	Measure Type

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:

Summary of work completed:

Photos (Before and After):

**Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	City of Montpelier
Address:	39 Main St., City Hall, Montpelier, VT 05602
Phone Number:	
Agreement #:	2017-ERP-D-02

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

Original Grantee/Contractor Signature:	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Financial Operations Office Review

Approval: _____ **Date:** _____

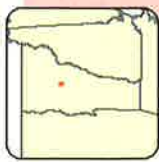
On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.

Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont

1. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").



0 180 360 Feet

 Drainage Area

Topography (2 ft. contours)

River or Stream

Sources: Stormwater Infrastructure: DEC and City of Montpelier; LiDAR, Roads: VCGI; Streams and Waterbodies: NHD Plus 2.



STONE ENVIRONMENTAL INC

Crossways Saab
Stormwater Drainage
Area

Map 11

City of Montpelier
ERP Grant Application

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, Swisstopo, and the GIS User Community



CITY COUNCIL Agenda Item #17-314

Date: October 25, 2017

Consent ☐ Discussion ☒

SUBJECT: Continuation of the review of the matrices of the Unified Development Regulations (also known as the zoning bylaws).

SUBMITTING DEPARTMENT: Planning & Community Development

RECOMMENDED ACTION: The council should be prepared to ask questions of the Director and take comment from the public. The Council may, if they choose, vote to make any changes to the bylaws they deem appropriate within limits of state law.

RELATED COUNCIL GOAL/PRIOR ACTION: Support and promote a vibrant downtown; Alleviate parking pressures in Montpelier to maintain a vibrant downtown; Create a hospitable environment for housing development and grand list growth; Create a hospitable environment for housing development and grand list growth.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Title 24 Chapter 117 lays out the requirements for the development and adoption of land use regulations.

BACKGROUND INFORMATION: This will be the twelfth meeting to discuss zoning by the Council and for them to take public comments. The Planning Director has completed his presentation of the draft and has provided a matrix of comments that have been received. The council has started and will now continue to review comments and make decisions.

SUPPORTING DOCUMENTS: Footprint Recommendation chart. The most up to date matrix can be found at: <http://www.montpelier-vt.org/947/Public-Comment-Matrices>

INTERESTED PARTIES: Planning Commission, Housing Task Force, Conservation Commission, and MEAC.

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

Zoning District	Sample Size	Range	90% Conformance	Current Footprint Maximum	Recommended Footprint Maximum	Notes
Urban Center 1				None	None	Did not sample
Urban Center 2				None	None	Did not sample
Riverfront	56	820 - 17,552	4,958	12,000	5,000	17,552; 12,964; 5472, 5114, 5000, 4958
Eastern Gateway	18	820 - 24,268	17,904	None	10,000	24,268; 17,904; 12,900; 6,150
Western Gateway	4	4,820 - 34,920	32,573	None	30,000	34,920; 32,573; 13,556; 4820
Mixed Use Residential	75	642 - 4,214	3,008	6,000	3,000	4214, 4006, 3488, 3344, 3358, 3293, 3108, 3008
Residential 1500	41	580 - 3780	2,514	5,000	2,500	3780, 3180, 2572, 2541
Residential 3000	53	692 - 3590	2,212	5,000	2,500	3590, 3012, 2883, 2559, 2466, 2212
Residential 6000	109	540 - 3,847	2,460	4,000	2,500	3547, 3452, 2910, 2800, 3546, 2845, 2760, 2743, 2562, 2556
Residential 9000	90	747 - 2852	2,244	4,000	2,500	2852, 2846, 2656, 2531, 2400, 2384, 2364, 2364, 2244
Residential 17,000	34	1,200 - 3,264	2,998	4,000	3,000	3264, 3212, 3072, 2998, 2894
Rural				None	None	Did not sample

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VIA ELECTRONIC MAIL AND HAND DELIVERY

October 24, 2017

Mike Miller, AICP, CFM
Director, Planning and Community Development
City Hall, 39 Main Street
Montpelier, VT 05602

Re: Central Place, LLC and Central Vista, LLC

Dear Mike:

Thank you so much for taking the time to meet with me regarding the above. This letter represents the request of my clients, Central Place, LLC ("Central Place"), and Central Vista, LLC ("Central Vista") that the proposed new zoning ordinance be amended such that their lots are within the Residential 6000 District. As the attached map shows, the proposed changes would move the approximately 290,000 square foot Central Place property (Lot 2 on the map) from its current Medium Density Residential ("MDR") classification into being partially in the new Residential 6000 District and partially in the new Rural District, while the Central Vista property consisting of about 40,000 square feet (Lot 2A on the map) would move entirely from the current MDR into the new Rural District. Transition to the Rural District in whole or in part would, of course, significantly limit the development potential and corresponding value of the properties, given the density requirements proposed for the Rural District.

While my clients appreciate and respect the challenges and balances that go into any thoughtful rezoning effort, we believe that the modest change requested here is not only consistent with but promotes important components of the City's efforts in this regard. As you are aware, the Central Place and Central Vista properties adjoin the Cedar Hill Apartments (also owned by an LLC sharing common membership with my clients), and are located in an area presently characterized by a relatively high level of development. Including the balance of the Central Place Property and the small Central Vista property within the Residential 6000 District is very consistent with both the current characteristics of the area and with the City's goal of ensuring and prompting sufficient available and diverse housing options for its residents.

Lastly, my clients were appreciative of the concern you raised in our conversation relative to the availability of water and sewer services to the Central Vista property (Lot 2A). The surveys for Central Place, Central Vista and Central Cedar Hill in fact contain cross-easements that provide Lot 2A with access rights to the existing city lines across the other lots. We are happy to provide copies of these documents if you wish.

My clients and I greatly appreciate consideration of this request by you, the City Council and any other decision-making authorities. Please let me know if there is any additional information we can provide in this regard.

Very truly yours,

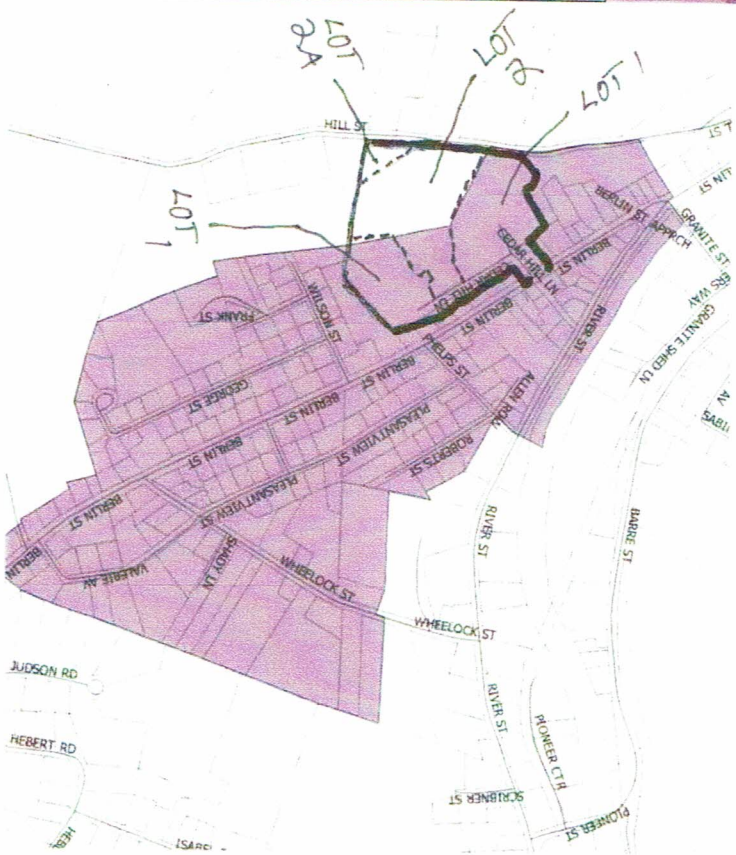
A handwritten signature in blue ink, appearing to read "David Mullett". The signature is fluid and cursive, with the first name "David" written in a larger, more prominent script than the last name "Mullett".

David Mullett

cc: clients

9-1 Berlin Street

Current		Proposed	
General Business (GB)	Mid Density Residential (MDR)	Zoning District	Residential 6000
15,000 Commercial/10,000 Residential	10,000	Lot Size (sq. feet)	6,000
3,000	8,000	Density	6,000
20	181	Total Parcels	201
9	62	# of Non-Conforming (NC) Lots	
45%	34%	% NC Lots	
0	18	# NC Density	
0%	10%	% NC Density	
5,227	8,726	90% Lot Size Conformance (sq. feet)	7,841
5,227	8,726	90% Density Conformance (1 unit per sq. footage)	7,405



Dear City Council Members and Planning Commissioners,

I met with City Manager Frazier recently to express some new concerns and to help me narrow down my comments. City Manager Frazier was most helpful and I appreciate his time. I would also like to thank Planning Director Miller for all his hard work in responding to my questions/suggestions. We do not always agree; but I appreciate his thoughts and the chance to be heard.

Thank you all for your time and consideration reviewing my thoughts and requests.

Sincerely,



Alan Goldman

1014 Terrace Street

Suggested District Change for PC consideration:

Please consider moving district line on Farm to follow stone wall and tree line that very naturally and accurately delineates the boney pasture from the prime agriculture. This is very visible from Google Earth or any ortho photo like the one Mike so kindly provided. Please use most of Mike's version #3; but please follow the stonewall with trees to Mr. Sprague's property to the North and then East back to Terrace street. Please see attached Figure. 1

Some of the reasons why this makes for good sense:

1. It follows mother earth and the hard work of 100 plus years of farming.
2. Most of my boney pasture is in the MDR district now, but the line follows the 850' contour due to the elevation the City could provide water to pre 1988. The City then built the new water tower across the street and raised the city's capability to provide water to the 950' contour which easily includes all of my boney pasture.
3. I have sewer and water serving my home and barn now.
4. The main premise for rural designation is no sewer and water; yet both serve my home and barn and pass my home and continue to the end of the city line.
5. Terrace Street is a collector road.
6. All neighbors on my north, south and east stayed in the MDR now Res 9000 district when I did not.

Foot print limitations:

Please consider not applying a foot print restriction on land that is so large that a new home is not visible and therefore should not be relevant or affect any neighbors. Please consider choosing a size such as: 5, 10, 20, 50 plus acres and please make this allowed.

Reasons:

1. If you cannot see it why would we care?
2. This will discriminate against those who are challenged by stairs and need a one story home.
(please see attached figure 2)
3. We should encourage larger homes where possible for they are tax positive for the city.

Uses allowed on large tracts of land in Res 9000, Res 17,000 and Rural.

Please consider allowing all rural activities at least as a conditional use in any of these 3 districts if the parcel is large enough to accommodate the use. These extra choices will help keep land open and encourage good things for our Community!

Some of the reasons this makes good sense.

1. These extra choices will help keep land open and encourage good things.
2. This follows the spirit of Smart Growth principles that we encourage.
3. Land should be respected for what it can do because of its size, location and character, not limited by acronyms like MDR, LDR, Res 9000 or Rural.

In the spirit of Smart Growth principles we are trying hard to keep large tracts of land open by allowing uses that would make sense on these larger tracts. I have the unique situation that I have hundreds of acres in both Res 9000 and Rural that I would love to consider using in creative ways. My problem is some uses allowed in Rural are not allowed in Res 9000. It would be wonderful if the potential of the land I steward was respected for what it can do because of its size and not limited by acronyms such as: Res 9000, Rural, MDR or LDR. I have waited 30 years for this to hopefully happen!

Growth Center Designation

Please consider putting my land known as Crestview back into the growth center. Respectfully, it is the most Smart Growth walkable land left in the City to create grow and should not have been removed when others were left in.

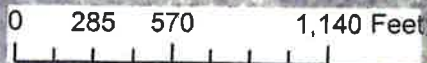
Some of the reasons this makes good sense:

1. Respectfully, it is the most Smart Growth walkable land left in the City to grow and should not have been removed when others were left in.
2. Crestview has been mentioned in every Master Plan since 1990 as one of the few places our City can grow.
3. Crestview is completely served by good roads, sewer and water.
4. Crestview can leave the City without going thru the downtown.
5. Crestview, if developed passes by only 22 homes to leave the city and Sabin's passes many more and so does 250 Main.

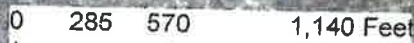
6. Crestview comes up to the State owned Redstone Building and at the edge of the whole State Capitol Complex.
7. The Baily Street neighborhood is where the State begins owning almost everything and is walkable from Crestview.
8. Crestview is the closest walk to the States Job center.
9. Crestview is the closest to the High school where we will probably grow in the future. Main Street School will probably be transformed... It certainly will not be expanded.
10. In the Smart Growth Model the two most "walked to places" will be the Job center created by the State and the High School. Both have the potential for walking 5 days a week or more!
11. Crestview is so large that we can develop a new neighborhood with many miles of trails and recreational opportunities, protect the natural environment and still not change the character of the Neighborhood.

Distance in feet to the following City destinations. Only Crestview has been removed from the Growth Center. The first distance from Crestview is along sidewalk to be fair. The second is from onsite pedestrian path thru Redstone. I must say it's absolutely lovely!

<u>Site</u>	State /Main		State House		High School		Market	
Crestview	5100'	2730' trail	3500'	1700' trail	2400'	1800' trail	3800' Shaws	6100' coop
Sabin's	5800'		7400'		8200'		3200' coop	5300' Shaws
250 Main Street	5000'		6600'		8220'		5400 coop	5700' Shaws
Berlin Street.	7800'		9364'		9300'		4000' coop	6200' Shaws



— Mont_Rds
 Montp16Parcels



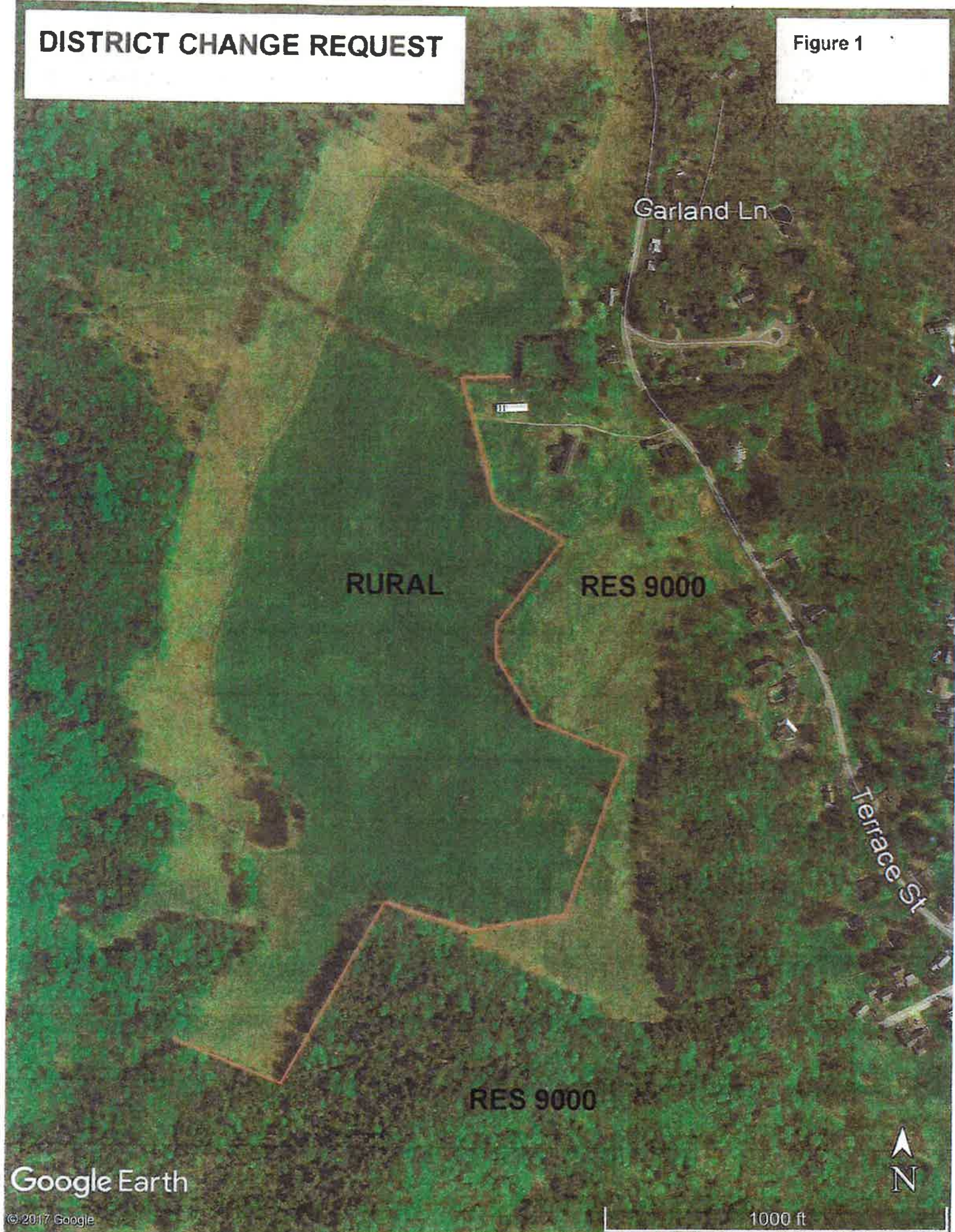
— Mont_Rds
 Montp16Parcels

Montp16Parcels

0 285 570 1,140 Feet

DISTRICT CHANGE REQUEST

Figure 1



**LAW OFFICE OF
MARC D. NEMETH**

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October 24, 2017

Michael Miller
City Hall, 39 Main Street
Montpelier, VT 05602

RE: Matrix Questions and Comments
RE: Proposed Zoning By-Law &
Adoption of Natural Community Municipal Ranking

Hi Mike,

Thanks for taking the time to reply to my last two letters regarding natural communities and vernal pools. Alan and I would like to follow up with this letter as a way of confirming some of the items that we recently discussed and for your continuing consideration of suggested revisions to the master plan and bylaws.

You correctly interpreted Mr. Goldman's concern that the natural community and vernal pool regulations may be applied broadly. Notwithstanding our subsequent discussions which helped to abate these concerns, Mr. Goldman would like some confirmation that your office will "enforce to the map". It is our understanding that vernal pools or natural communities that are identified in the future but not depicted on the map will be regulated to current state standards. We would be appreciative if your representation could be documented in writing or otherwise reinforced with some language in the final revisions of the master plan and bylaws.

In regard to the 500-foot buffer surrounding vernal pools, it seems that there are two sets of opinions that are diametrically opposed to one another (no pun intended). We understand that you represent a perspective that favors the extensive 500-foot standard. Again, we wish to reiterate that this is an extraordinarily large area, 18 acres or 780,000 square feet, that exceeds the current state standard. I would like to suggest that the City Council contemplate the adoption of the Class 1 buffer for this Class 2 structure of 75'.

Finally, I can't help but resist fashioning a modest reply to your statement that [nowhere in the report did Mr. Engstrom and Mr. DeLeo] "expressly indicate that many of the identified natural community sites would require additional groundwork before municipal designations could be confirmed and subsequently adopted". I believe my June 28 letter to you and the Mayor provided the following dicta and citation as evidence of the authors' express indications to that effect:

- Rich Northern Hardwood Forest "need to be visited to determine whether rich woods are present". (NC Study, P.15.)
- Riverside Outcrops require additional groundwork. "Only one of the three units was surveyed, and it was in very weedy condition. The other two units need survey." (NC Study, P.16.)
- Red Maple Black Ash Swamp was not visited. "Field surveys are required to verify their classification and condition". (NC Study, P.17.)
- Since Sedge Meadow "all occur in open areas that were formerly pastures, their status as a 'natural community' is held in question". (NC Study, P.18.)
- River Sand or Gravel Shore are identified as shore communities. "Only one of these shore communities was visited during the inventory. More field work needs to be done on this natural community in order to assess their biodiversity significance." (NC Study, P.18.)
- River Cobble Shore finding that "more field work is needed on this natural community". (NC Study, P.19.)

- Alluvial Shrub Swamp finding that “more field work is needed on this natural community”. (NC Study, P.19.)
- Alder Swamp “site was not visited”. (NC Study, P.19.)
- Sloping Seepage Forest “occurrences are believed to be significant for biodiversity conservation on the municipal level, but need more field survey to determine the community’s municipal rank.” (NC Study, P.19.)
- A major omission in the inventory and map of biodiversity conservation areas is the rivers themselves. (NC Study, P.23.)

It seems to me that there is no more compelling argument for necessary and additional groundwork than the authors’ very own words quoted above. For whatever it’s worth, I stand by the statements, commentary and inquiry raised by my last two letters and hope that they provide some useful reference as you continue to engage Mr. Goldman in continuing conversation that may inform City’s continuing revisions of natural community and vernal pool regulation.

Best regards,

Marc Nemeth

Marc Nemeth

Number	Staff/ Public Comment Received	Staff Recommendation/Comment	City Council Decision
1	All. Need global search and replace to switch "Historic Design Review District" for "Design Control District".	Noted by some readers that some HDRC references have not been replaced with DCD. <u>Staff Supports making changes.</u>	Council agrees to have global search and replace to switch "Historic Design Review District" for "Design Control District"
2			
3	Part 1		
4	1002. Public comment that the purpose statement in 1002 should be more detailed.	The purpose can be as long or short as you like. Nothing in the purpose is technically regulatory. The current zoning is one sentence and says the purpose of the zoning is to implement the goals and policies of 24 vsa chapter 117. We added some additional thoughts that it is also intended to implement the master plan and identifies some goals. <u>Staff recommends keeping the purpose as it is.</u>	Council agrees- No change
5	1009. Public comment that the Disclaimer of Liability is not necessary and not found in other bylaws.	While the fact that it is not necessary may or may not be true (I'll let lawyers argue that point), what I can say is that we have found disclaimers in other zoning regulations in the state that were not written by Ms. Saxton including the City of Burlington (section 1.1.11), the state's model floodhazard regulations (section III C), and - yes – even in our current zoning but only with respect to flood hazards (section 309.K). Using Flood Hazards as an example, the reason for the disclaimer is that we are requiring people to build above the base flood elevation but that does not mean we are saying you will not be damaged in a flood. We are minimizing risk not guaranteeing that someone will not flood. If you build to 100 year elevations and we get a 500 year event, then you will flood and when that happens you can't sue us for damages. That's what the liability disclaimer says. If that statement is not needed because of other statutory reasons then it is a common error in zoning throughout the state (including as noted above in the state's model flood hazard regulations). Some communities have extended that to the entire zoning bylaws by inserting it into the general provisions. I haven't spent more time looking for additional examples but the first two places that I looked I found disclaimers. <u>Staff recommends keeping the disclaimer as it is.</u>	Council votes to strike 1009 Disclaimer of liability in its entirety.
6	1101.A(2) Typo "unfished space" to "unfinished space"	Agreed. <u>Staff Supports the change.</u>	Council agrees -under 1101.A(2) replace "unfished space" to "unfinished space"
7	1101.A Montpelier Alive has provided some input that they would like a clearer comment that Parklets will be exempt from zoning because they will be regulated separately.	<u>Staff agrees and will work to develop language.</u>	Staff will develop and report back to Council
8	1101.A(8)(a) a public comment that the 20 cubic yard figure is too low.	This provision discusses how much material can be added or removed without needing a permit. If you need to add more then you would need a permit and we get involved with ensuring proper erosion control and other quesitons. A big single axle dump truck is generally about ten cubic yards so this would allow two big dump loads of fill without a zoning permit. We need some cutoff and the consultant and staff felt this was a common sense amount. <u>Staff recommends not making changes.</u>	Council votes to change 1101.A(8)(a) from 20 cubic yards to "30 cubic yards per year".

9	1102.B(2) requiring permits for farm structures. Comment that state law exempts farm structures and that only a notification is required. Is the requirement to submit an application ok?	It is surprising how many farm projects do not qualify for farm exemptions. The best thing from a records standpoint is to receive an application describing the project and the ZA making a determination. I personally built a two story gambrel barn for my horses, sheep and goats and needed local permits because I did not qualify as a farm in the eyes of Ag. of Ag. We also need to determine if the setback requirements are met. <u>Staff recommends keeping the language as it is.</u>	Council agrees- No change
10	1203.D and .E and .F It was noted that each of these use the word MAY which is poor practice in writing regulations.	I think .D is unnecessary but harmless- Normal repair and maintenance are exempt under 1101.B(1). On .E "may" should be changed to "must"- If the applicant meets the requirements the ZA doesn't have the option to approve. On .F the "may" is ok because it is clarifying that a waiver can be applied for to be closer than the non-conforming line if waiver requirements are met. One thing I would add is "section 3002.J" to the end... (see sections 3002.J and 4602). <u>Staff recommends making changes to .E and .F as described above.</u>	Council agrees- make changes to 1203.E to change "may" to "shall" and in 1203.F to add "section 3002.J" to the end "(see sections 3002.J and 4602)"
11	1206.A Public comment that 6 months is too short	While 6 months sounds short, the requirement here is only to stabilize and secure. I think those can occur in 6 months. The provisions in .B allow for extensions in extenuating circumstances. <u>Staff recommends not making changes.</u>	Council agrees- No change
12			
13			

14	Part 2		
15	Part 2. Public comment that under each figure in Part 2 or as a part of each figure that there should be a clearer note that all of these dimensional requirements are discussed further in section 3003 for accessory structures and 3002 for dimensional requirements.	Agreed. If it is confusing and not clear to many people (and it sounds like it is) then we should adjust the format to make it clear that these dimensional requirements apply to principal structures and that additional information is provided in 3002 and 3003 (for accessory). <u>Staff will bring suggested changes at a future meeting.</u>	Staff will develop and report back to Council
16	Part 2. Comment that city should focus development in the downtown.	The City cannot restrict development to occur only in the downtown. This draft has made a number of changes to increase the opportunities for development in the downtown but we cannot restrict development to only the downtown. <u>Staff does not recommend making any changes based on this suggestion.</u>	Council agrees- No change
17	Part 2. Consistency on some standards. Some height in feet and others in stories; some FAR has numbers and some say "Max".	Agreed. The PC discussed and approved changes to always be in feet for height but must not have caught all. Also, all FAR should say Max. <u>Staff recommends making those changes.</u>	Council agrees: Regarding height- stories needs to change from "2 stories" to "24 feet min" in Figures 2-01, 2-02, and 2-03; "Max" needs to be added to FAR requirements on Figure 2-06, 2-07 and 2-08.
18	Part 2. Councilor comment. In any district with a two story minimum. Will this impact smaller infill accessory buildings such as a carriage houses?	The intent to maximize dense mixed use development to facilitate vibrancy. Single use and single story buildings spread out uses and make communities less walkable which is why the two story minimum is imposed. Per 3002.H(2), only principal buildings must meet the minimum height requirements. The Council can consider removing the minimum height from some districts (riverfront or mixed use) but staff would recommend keeping the requirement in the Urban Center districts. Optionally you can keep it in all districts that it currently is in and allow waivers to make a one story building in certain instances. You have some options but <u>staff recommends keeping the language as presented.</u>	Council agrees- No change
19	2101.B(1) confusion over neighborhood name of "capitol complex"	Agreed that this name has created confusion. It was intended, nor was it being used to represent the legally defined "Capitol Complex" in a regulatory sense but as it does lead to confusion I recommend changing the name of the neighborhood to "Civic" which is what the area is called in the current zoning district. <u>Staff recommends changing neighborhood name to "civic".</u>	Council agrees to change name of "capitol complex" neighborhood in section 2101.B(1) and on the zoning map to "civic"
20	2101.E Confusing to know when architectural standards apply	Received this comment in many venues so we do need to clarify. Suggestions have ranged from providing an "informational note" to adding some other language. My suggestion to start would be to add "for major site plan applications" in place of "when required". In that way there is at least a clear indication up front in the district requirements that these apply only in a limited number of applications. If approved by council this would be replicated in sections 2102 to 2109. <u>Staff recommends making change as described above.</u>	Council agrees to add "for major site plan applications (see section 3201)" in place of "when required" for all architectural standards in sections 2101 to 2109.

21	2101.E General comment that there was a concern that these architectural standards would not get us to where we want to go as a city (from a design perspective). The standards require change in roof form and wall plane etc.	This was part of a longer set of comments and staff disagrees with the concerns about changes in wall plane - we want to have a visually dynamic streetscape. It improves character and most of our historic buildings have these characteristics. Staff does agree with the concern that these rules will not get us where we want to go. Staff comments during the PC process were that form based codes or design guides (like our historic design control district) are a better approach. The PC heard a lot of comment about protecting character and because we don't have the time to do a big design review overhaul they felt this was a good step in the right direction. <u>At this time I will continue to recommend we keep the architectural standards in the various districts which they have been proposed.</u>	Council agrees- No change
22	2101.E Standards are confusing for general public to understand. Suggestion that diagrams be added to show what the requirements are.	Agreed. The city had not allocated money to diagrams because they can be more expensive feature and if rules are not adopted or changed then more money is needed to amend the drawings. If the council chooses to keep the architectural requirements then we will commission drawings to be added before adoption, if possible, or be incorporated into the next revision of the zoning. <u>Staff recommends adding diagrams as soon as practical following approval.</u>	Council agrees- No change
23	Figure 2-01 Typo- Note reference in Water is incorrect	Agreed. Note should read "2" not "1". <u>Staff recommends making change.</u>	Council agrees that note reference in Figure 2-01 for water is incorrect and should read "2" not "1"
24	Figure 2-01 and 2-02 couple comments that the water setback in UC-1 and UC-2 should not allow construction over the waterways as allowed in the notes.	This special exception (the note) was added because a developer commented during the planning commission process that he felt these should be allowed because they already exist on Elm Street and that these could be unique features for future downtown projects. Staff had some concern over the approval process because the land over water is not owned by abutters they are public waters owned by the state. The developer felt they had ways to meet that requirement so the PC allowed them. Staff would continue to have that concern about our ability to approve such an item. <u>Staff would recommend eliminating the second sentence in note 2.</u>	Council agrees- eliminate second sentence in note 2 in figures 2-01 and 2-02.
25	2102 Comment that the density on Main street is not appropriate.	Staff looked at dimensional requirements in this area and found these requirements were very consistent with what we find on the ground. If there is a specific dimension that does not look correct then we can take another look but we did check on this specifically during the Planning Commission hearing process. <u>Staff does not recommend making any changes to dimensional requirements.</u>	Council agrees to tentative change for front setback on Figure 2-02 from 5 feet minimum to 10 feet minimum with a new note added that "where existing buildings on abutting properties are closer to the street than 10 feet, new buildings can match building lines of adjacent buildings." Council will revisit to vote any changes.
26	Figure 2-02. This is the dimensional table for Urban Center 2. 5th and 6th stories are not appropriate in this area.	Staff agrees. This was voted to be removed by the planning commission but was not edited out. <u>Staff recommends removal of allowance for 5th and 6th stories.</u>	Council agrees. Strike "5th and 6th story setback: 16 foot minimum."

27	2103 In the riverfront district there were two comments regarding the Crossroads neighborhood. Should the city consider changes to the purpose because it is described as "auto service" functions and questions were raised about the two story minumum requirement here (figure 2-03).	This neighborhood has been a uniques case. It really is different from all other areas in town and is a tight area of auto service uses. We did not intend this to be to the exclusion of other uses but considering the need for auto service stations for the thousands of people who drive through town every day, we should not allow uses that would not be compatible with the existing uses in this area. Concerning the dimensional requirements like the two story minimum, I have considered before and will throw it out here whether this neighborhood should be it's own zoning district with its own standards. The problem is the design and architectural standards, dimensional requirements, and uses are all set by Barre Street, River Street, and Berlin Street (the other parts of Riverfront district). Staff suggests making Crossroads neighborhood its own zoning district so staff can devleop a quick set of rules. That would fix the purpose, character, and dimension inconsistencies. <u>Staff recommends making Crossroads into its own zoning district and adjusting the purpose and neighborhood character to be consistent with this area.</u>	Council voted to change 2103.B(2) in the second and third sentences- In the second sentence change "should continue to be a" to "has historically served as a"; In the third sentence strike "however" and replace "maintain the neighborhood's service function while also improving" with the word "improve".
28	2105.A The purpose of the Western Gateway should discuss more uses than office, government, and civic.	Agreed. Even in the neighborhood description it talks about compatible light industrial and mixed use development. Staff recommends adding language to the end of 2105.A(1) "...as well as the development of a mix of new uses to support a vibrant campus and village setting at National Life and an attractive gateway with uses that support the downtown." I put that together as a palce to start and Council can add or change what is suggested. <u>Staff supports amending the purpose.</u>	Council agrees to add language to the end of 2105.A(1) "...as well as the development of a mix of new uses to support a vibrant campus and village setting at National Life and an attractive gateway with uses that support the downtown."
29	2106 to 2111 Concerns about 90% rule - i.e. that the maximum densities of residential districts is too high.	I believe we have provided sufficient information for why we chose to adjust density and lot size figures. Its both a matter of fairness and improves processing of applications if rules, in the very least, match the development on the ground. To deny an application for a new 0.9 acre building lot because it will be out of character (too small) when the abutters are all 0.3 acre lots just flies in the face of fairness. <u>Staff recommends keeping the district densities as they are unless a neighborhood or district has been misclassified.</u>	Council agreed that the 90% works generally and will address specific neighborhoods where a different set of numbers should be used. No change.

30	2106.B(2) Comment that the court street neighborhood description states that proposed development should protect the residential scale and character of the neighborhood. The large parking lot adjacent to court street is a prime area for commercial development. There are very few residences on the block. Language could be a significant barrier to such development.	The large parking lot off court street is part of the downtown business neighborhood so any redevelopment of that area will need to meet the requirements of the UC-1 district (not these in Mixed Use Residential). The Court street neighborhood is a mix of both commercial and residential (6 offices and 7 residential) so it is a good candidate for this MUR district. The office buildings are mostly converted former residential units so the character of the street is one that tends to be of residential character. The description does not limit the uses allowed in the street (that is defined on table 2-14). This could be used to affect the chracter of buildings being developed though. <u>Staff recommends keeping these rules as they have been presented.</u>	Council votes to specifically reference "the pit" in the description to make sure that provisions in 3304.A don't interfere with redevelopment of the pit area. Suggests adding to the end of the description "Court Street is a rare street whose neighborhood is different on the north (MUR) than the south (UC-1). Properties on each side of the street are expected to be developed consistent with the respective character of that neighborhood and therefore have difficulty meeting requirements regarding character of the neighborhood. As such, Urban Center projects on Court Street will be exempt from the requirement of 3304.A that potential impacts of both neighborhoods will be considered."
31	2107.B(1) change name of neighborhood from "college hill southwest" to "Hubbard Street"	I had notes that we would change the name but not too what. I've suggested Hubbard Street. <u>Staff recommends making the change.</u>	Council voted to change name of college hill southwest neighborhood in 2107.B(1) name to "Blanchard Park". Make change on Map as well.
32	2109. Public comment that Planning Commission did not reflect the input of the Parks Commission or Master Plan in zoning proposal regarding Sabins Pasture. The property owner responded with his proposal. These suggestions include dividing the pasture into mutliple distircts including ones to decrease the top to rural and others to increase the bottom to riverfront. Others have suggested keeping the same zoning boundaries as today (breaking into three districts).	Staff has provided input already about rationale behind Sabins zoning. The city cannot create a park through zoning. It would be unconstitutional to do so. If the City would like to make a park, the planning commission is prepared to create an official map to give us the power to do that. If it is not going to be a park then the planning commission created rules that would allow development at a density that creates great neighborhoods and still leaves room for clustering that would protect some open space (although it would not be publicly accessible open space). Res-6 is the same as College Hill. <u>Staff recommends keeping Res-6.</u>	Council voted to keep Sabins as presented but to amend 3404.J(1) to increase requirements to 40% minimum open space. (See #126 for approved change).
33	2109.B(5) Sabins pasture neighborhood description should be a more aspirational statement regarding open space. Mention PUD and clustering.	That is something that could be easily accommodated although if the pasture is divided into multiple districts then each area would be its own neighborhood. There could be a Lower Sabins Pasture and an Upper Sabins Pasture neighborhood (one being in the riverfront district and the other being in the res 17,000 for example). The description here may be appropriate for the lower pasture area. Staff will develop neighborhood descriptions based on final decisions and if the council decides to keep Sabins in one district then I will amend the description to meet those requests if that is the Councils wish. <u>Staff recommends waiting to change until final decisions are made.</u>	2109.B(5) should replace the first sentence with the following "Sabin's pasture is an undeveloped property that presents an opportunity to develop a new neighborhood for Montpelier. This area has complex natural features including floodplains, wetlands steep slopes and an old quarry. These opportunities and constraints invite a proposal that would cluster development in higher densities along existing roadways while protecting open space in more challenging areas." The following sentence should be added to the end as well "Open space should be protected in accordance with the Natural Resources Inventory Map and any Official Map, if so adopted."
34	Figure 2-10 comment that footprint requirement in Residential 9000 is too big at 4,000 square feet.	These footprint limits were really meant to put an upper limit on how big a building could be. For smaller parcels, clearly these buildings could never be built at this size but places like Crestview have been identified as somewhere where largehomes could be built to meet the needs of executive housing. They may build a 3,000 square foot home or larger. This would simply cap those at a certain size (4,000 squre feet in this case). Council can change it but I would keep it as presented. <u>Staff recommends keeping the requirements as presented.</u>	Staff will review footprint information for each district and report back to Council

35	2111. Public comment that density of Towne Hill (Res 17) is too high.	Staff has explained the reasoning before. Staff actually recommended res 15 as that would be a more appropriate density based on the neighborhood but Planning Commission settled on Res 17. <u>Staff recommends keeping Res 17 (PC recommendation) or increasing density to Res 15 (staff recommendation).</u>	Council votes to change to 23k and asks staff to report back with conformity
36	2111.D Councilor comment page 2-25 typo. 2111.D -refers to Residential 9000 when it should read "17,000"	Staff agrees. <u>Staff recommends fixing typo.</u>	Typo- automatic approval
37	2112. Rural minimum lot size is two acres and minimum lot size is 1 unit per 2 acres. Councilor comment that this appears low and will not protect rural character. Public comment is that rural density too low and should be higher.	This was debated by the planning commission adn we can see both sides. The current zoning is one acre (and one unit per acre) so moving to two acres was felt to be a step in the right direction. Two acres is the minimum to fit septic and well with protection distances between them. Staff thinks two acres is a good balance. It should not be less but could be a small bit more. I would not go much larger than 3 acres though as subdivisions start to become very consumptive. <u>Staff recommends keeping rural density as presented at two acres.</u>	Council agrees- No change
38	Zoning Map- Zoning District change recommended. Recommendation to change CCV, Turtle Island (2 parcels), and the City rec fields to change from Residential 9000 to Mixed Use Residential.	Staff recommends approving this change. It was proposed and removed during the planning commission process but these 4 non-conforming uses are distictly different than their surrounding uses and it limits logical reuse of these properties. <u>Staff recommends changing the zoning for the parcels identified to be mixed use residential.</u>	Council agrees to change CCV and Turtle island (2 parcels) to MUR but not to change rec fields.
39	Zoning Map- Cliff Street neighborhood design review.	Does the Council desire any changes to this boundary?	Council agrees to not change boundary
40	Figure 2-14 recommendation to add greenhouses as conditional uses to all districts in which it is not permitted.	These greenhouses are the commercial kind (not backyard greenhouses) but these could be in any district depending on the nature of the business. It makes sense that they would be Conditional Uses and let the DRB decide if the specific applciation will have an implact on traffic or neighbors. <u>Staff recommends adding greenhouses as a CU in all districts where it is currently not allowed.</u>	Council agrees to add greenhouses as a CU in all districts where it is currently not allowed.
41	Figure 2-14 Add bus stop as a conditional use in the Rural district.	Agreed. <u>Staff Supports the change.</u>	Council agrees to add bus stop as a conditional use in Rural
42	Figure 2-14 Concern from terrace street resident (Res 9) that new zoning would allow 6 new markets to be built on Terrace and Bailey	The count is technically correct based on the written specific use in 3117 and the number of neighborhoods in that area. The reality is that these are the maximum possible number and each new market is a conditional use and can be denied. Because these are targetted to markets (selling staple foods) and not retail we don't expect to have more than two exist. We would be happy to get one but we cannot allow any if we don't at least make them a CU in the table. <u>Staff recommends keeping the rules as presented.</u>	Council agrees- No change
43	Figure 2-14 Page 2-29 typo "Zoning district" misspelled	Agreed. <u>Staff Supports the change.</u>	Typo- automatic approval

44	Figure 2-14. Public comment that the uses allowed in RES 17 district on Figure 2-14 may not be appropriate for the district.	The permitted uses in this district include single and two family uses, religious facility, nature or recreational park, grade school, cemetery, family child care home (registered), bus stop, certain utilities, and ag and forestry. Nearly all of these are uses that receive some statutory protections or would not significantly impact the character of the neighborhood. Religious, grade schools, utilities, ag and forestry all have statutory protections. Registered child care homes are limited in size and are encouraged in the City Mater Plan as important for a number of goals. The conditional uses are allowed only after public hearing and must meet requirements that they will not affect the character of the neighborhood. As noted by public comment, the Planning Commission did allow the possibility of a major group home, senior housing, B&B, inn, academic institution, library, museum, and licensed child care facility, as well as a stable, greenhouse, or rural enterprise. Council certainly can disallow these if they choose. Major group homes are ones that are larger than the regular group homes which are exempt by statute. These group homes are for mentally and/or physically handicapped not drug rehab or half way houses for inmate reintegration. Academic institutions have some statutory protections as well making it impossible to deny them anyways. Adding or removing allowed uses is a policy decision. We created Res 17 to match the uses in Res 9. It may be appropriate to have things be different. Under current zoning (LDR) child care homes (P), group homes (C), B&B (C), academic (P), museum (C), cemetery (P), religious (P), and many more uses are allowed.	Council agrees- No change
45	Continued from previous	[Continued comments from previous] Overall, fewer uses are recommended to be allowed in this draft than current zoning but Council is free to add or remove as they feel necessary. <u>Staff is ok with uses as they are but is also ok if you want to make some changes.</u>	Council agrees- No change
46	Figure 2-14 page 2-32 surface parking. Request to add surface parking a conditional use in Res 1.5.	Staff agrees but also suggests adding in Mixed Use Residential as conditional use as well. <u>Staff recommends changing surface parking to conditional use in MUR and Res 1.5.</u>	Council agrees to change surface parking to a conditional use in MUR and Res 1.5
47	2201.H(1)(c) Typo - appears to be missing the end of the sentence.	Absolutely correct... should go on to say "...be required for clarification, along with the manufacturer's catalog data and illustrations, if applicable. "	Typo- automatic approval
48	2201.C Page 3-34. ZA Comment- This section states that "not structure may be erected, reconstructed, substantially altered, restored moved, or demolished..." without review by the DRC. Section 4301(A) states land developemtn within the Design Control Overlay District must be refered to the DRC. Also current regulations require fences and above ground storage tanks to go to DRC.	Good catch. This is because we cut and pasted current zoning requirements. I recommend adding "including fences and above ground storage tanks" after the word "structures" in section 2201.C (even though I would have considered them to be structures. In 4301.A I would revise to read "...all applications requiring review under section 2201.C and within the Design Control District District to the Design Review Committee...". <u>Staff recommends making the changes as described above.</u>	Council agrees. Add "including fences and above ground storage tanks" after structures in 2201.C. Also in 4301.A revise to read "... all applications requiring review under section 2201.C and within the Design Control District to the Design Review Committee... "

49	2201.G Demolition- The ZA noted that this provision should moved to Section 3004 where .B would be removed and these provisions added in a new section after .D	Agreed. As written today, any historic structure in the city, regardless of whether it is in design review or not, cannot be demolished without meeting these requirements. Having those rules in design review would mean they no longer apply outside of the area. <u>Staff recommends moving 2201.G to 3004 and placed after .D</u>	Council agrees to move 2201.G to 3004 and place after .D
50	2201.G Demolition- Comment that the standards seem overly proscriptive and (3) appears to allow the DRB to establish the requirements ... "chall consider at least the following.."	These are the rules that are in effect today. We recognized that many requirements need to be adjusted but the decision of the Planning Commisison was to let the Historic Preservation Commission develop an alternative set of regulations and proposed them rather than take time to amend the current regulations. <u>Staff recommends keeping the rules as they are until the HPC can propose new rules to replace them.</u>	Council requests a recommendation from staff
51	2201.H.2.f page 2-39 ZA comment. This provision states that "internally lit pastice signs are not permitted in design review" while 3012.C.9 is more restrictive. These should be consistent.	I think the stricter would apply in this case based on how they are worded but to be consistent I recommend changing 2201.H.2.f to read "internally illuminated signs are not permitted..." <u>Staff recommend making the change as stated above.</u>	Council agrees to change 2201.H.2.f to read "internally illuminated signs are not permitted.
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55	Part 3		
56	Fix page numbering	numbers did not reset at the start of the section	Typo- automatic approval
57	3001.B Zoning Administrator pointed out that the use table on Figure 2-14 describes residential uses as "structures" so she was unclear if 5 single family dwellings on a single parcel are approved as single family dwellings or a mutlifamily.	I think a new section in between .B and .C would work that states that residential uses are classified by the number of units per parcel for the purpose of Figure 2-14. Therefore if someone had 20 acres in rural (two acres per unit) would be entitled to 10 units but could not put more than 4 without subdividing or creating a PUD because multifmaily is not allowed in rural. <u>Staff recommends making clarification described above and will prepare specific language if approved.</u>	Staff will prepare language that implements idea. See also #171
58	3002.C(2)(b) refers to wetlands mapped on the Vermont Significant Wetlands Inventory and should refer to wetlands on "identified on the Montpelier Natural Resources Inventory Map".	Agreed. When we administer these regulations we have specific data layers on our GIS that we will be looking at and these will be the Natural Resource Inventory map. <u>Staff recommends correcting that reference error.</u>	Council agrees to reference Natural Resources Inventory Map
59	3002.D(2) add a new (a) stating maximum residential density may be limited by the amount of steep slopes on the parcel. See section 3007 for additional details and for districts in which those requirements may apply."	Agreed. That would be a good clarifying addition. <u>Staff recommends making that change.</u>	Council agrees to add "(a) starting maximum residential density may be limited by the amount of steep slopes on the parcel. See section 3007 for additional details and for districts in which those requirements may apply."
60	3002.F (1) zoning administrator noted that approval of a ROW generally requires DRB approval; (2)(a) wording is confusing (heard from multiple sources); (3)(b) comment that 15 feet is too narrow.	Agreed on all three counts. (1) recommend adding ", approved by the Development Review Board, that is..." after the word right-of-way; (2) reword to say"... shall be maintained on at least one street in each district where the lot has frontage."; (3) In subsection 3b the minimum is 15 feet rather than the 20 feet in part a. Staff did not recommend allowing any new lots that do not have frontage and therefore wanted to strike 3b altogether but some members of the PC were insistent on allowing new lots without frontage. If kept I recommend being consistent and changing to 20 feet. <u>Staff recommends changes as described above.</u>	Council agrees to (1) recommend adding ", approved by the Development Review Board, that is..." after the word right-of-way; (2) reword to say"... shall be maintained on at least one street in each district where the lot has frontage."; (3) In subsection 3b change the minimum to 20 feet rather than the 15 feet.
61	Figure 3-01 has an illustration for LOT FRONTAGE which references section 3203. That reference is incorrect	Reference should be 3002.F(3)	Typo- automatic approval
62	3002.H - Public comment that height regulations will promote the development of flat roof buildings in the city.	The Planning Commission reviewed a few alternatives on how to measure height. In the end, the Staff noted that there have been no comments or complaints about how the current zoning regulates height (until the hearing process) and there have been no problems of people developing flat roofs so perhaps keep the rules the same. The Planning Commission voted to use the same rules as are in effect today. <u>Staff recommendation is to leave the definition of height as it is. If council wants a change then please provide direction as to how.</u>	Council agrees- No change
63	3002.H(3) why is a and b listed separately.	They each are qualified statements so it is probably clearer being written separately than to try to combine them. <u>Staff recommends keeping it as written.</u>	Council agrees- No change

64	Figure 3-06 waivers. Recommendation that side and rear waivers not be allowed; and height waiver not be allowed. New zoning rules have reduced the minimum standards such that these should no longer be needed.	I tend to agree somewhat but wonder what happens in specific cases where it is needed. I think a better approach may be to tighten the rules in figure 4-02 to make those waivers more difficult to issue rather than not allow them at all. <u>Staff recommends keeping these as they are and revisit this issue in section 4 when figure 4-02 is reviewed.</u>	Council agrees- No change
65	Figure 3-06 waivers. Note that height waiver is still in stories when that was eliminated in rest of bylaws.	If this remains it must be converted to feet. <u>Staff recommends a not to exceed of 5 feet rather than a full story.</u>	Council agrees to allow height waivers of not to exceed 5 feet.
66	Figure 3-06 Footprint waiver. It has been noted that in some cases a larger footprint for a building may not be a bad thing and that in certain conditions larger buildings can be better. One option proposed for exceeding footprint requirements would be to allow waivers up to certain percentage of the base (say 300% bigger) if they meet Conditional Use requirements. We would need to add those here if we wanted that option.	I think this is a viable option. Footprint requirements were added because of the Sibley project (large lot allowed property owner to build large building in neighborhood of smaller homes). It's a policy question. I think we want to limit the footprints and allow waivers if it is exceeded. How much latitude the Council gives the DRB should be added to the waiver provision. Both a project on Elm Street and Sabins pasture could want to cluster development into single large structures away from neighbors. Council could give unlimited latitude and let the DRB make the decision based on the specific conditions of the application. <u>Staff recommends, at a minimum, increasing the maximum waiver to 300% provided the applicant can demonstrate compliance with conditional use requirements.</u>	Council partly agreed with recommendation. They decided to revise footprint requirements for each neighborhood to lower them and then allow any application that exceeds the max footprint to apply for a waiver and demonstrate compliance with Character of the Neighborhood requirements. Therefore strike "footprint" and "10% more than district standard" from 3-06 Waiver limitation". Character of the neighborhood is already a requirement of 4-02.
67	Figure 3-07 (regarding accessory structures) max of two garages carports and barns- should this apply to rural; Same limit on sheds or similar small accessory; also only discusses allowing them in rear and side yards.	I think the first one is written correctly with the qualifier that "unless meeting all the dimensional standards for principal buildings in the district." The intention of these rules is to allow accessory buildings closer to the property lines than principal buildings. You can always have more accessory buildings but only two (or three) can be in the setback area of the principal building. I think this is clear in the statement 3003.C(1). That phrase should be added to the "sheds" line as well. It may not be clear because it does not expressly state it but accessory structures would be allowed in the "front yard" but not "in the front setback area". Accessory structures still need to meet the setbacks for principal buildings. <u>Staff recommends adding the "unless meeting..." language from above to the sheds section and keeping the rest the same.</u>	Council agrees to add "unless meeting all the dimensional standards for principal buildings in the district."
68	3004.B Demolition note that earlier comment proposed adding demolition from 2201.G and deleting .B	agreed.	Note of earlier change of moved infor being inserted here

69	3005.B Applicability of riparian areas. Why no preservation of riparian in UC1, UC2, and riverfront. Shouldn't we preserve existing vegetation.	The Planning Commission felt that requiring vegetative buffers on the channelized portions of the Winooski and North Branch would make a lot of non-conforming development and require additional reviews to projects that probably should be allowed. Think of the NECI building as an example. If they looked at redeveloping their site, what would we require? If they tore down the building by the river should they be prohibited from building with 10 feet of the river and have a 10 foot vegetated buffer? The PC said no- The urban core can be developed. <u>Staff supports the Planning Commission in exempting these districts. Currently no riparian requirements exist in the city zoning and now it will be introduced first to the less developed parts of the City.</u>	Council requests staff to develop rules that protect existing vegetation, allow river access and destroyed can rebuild in UC1 UC2 and riverfront.
70	3005 typo Natural Resources <i>Inventory</i> Map	agreed.	Typo- automatic approval
71	3005.D reference is to 3005.E and 3005.F but should be 3005.E(3) and 3005.F(3).	Technically the general references are ok and are actually preferable in this case. Development can be uses or structures so 3005.F(1) would allow a change of use (development) of an existing building in the riparian area. If we only referred to .F(3) we would miss this in (1). <u>Staff recommends keeping as written.</u>	Council agrees- No change
72	3006.D Add "to the greatest extent feasible" before "land development must be designed to:" and change (2) to read "... within wetland buffers and vernal pool buffers including..."	This conservation commission comment was to clarify a grammatical concern - is it "wetlands" and "vernal pool buffers" or is it "wetland and vernal pool" buffers. This clarifies. <u>Staff supports adding language in both places.</u>	Council agrees- Add "to the greatest extent feasible" before "land development must be designed to:" and change (2) to read "... within wetland buffers and vernal pool buffers including..."
73	3007.C steep slopes - recommendation to add to the list of 'normal property maintenance or management activities' the removal of invasive species.	Agreed. <u>Staff recommends adding "removal of invasive species and" after "such as"</u>	Council agrees - add "removal of invasive species and" after "such as"
74	3007.E change "conditional use" in title and "conditional use approval from" in the text to "Hearing requirement" and "a required hearing by" respectively. Also Figure 3-08 will need to reflect the change from CU to just referring to a hearing.	Agreed that the conditional use requirements (traffic?, impact on community facilities? Character of the neighborhood?) don't really apply in the review of these plans. What is desired is a hearing so the public and neighbors are noticed of significant clearing of steep slopes. <u>Staff recommends making the changes outlined above.</u>	Council agrees- on 3007.E change "conditional use" in title and "conditional use approval from" in the text to "Hearing requirement" and "a required hearing by" respectively. Also Figure 3-08 will need to reflect the change from CU to just referring to a hearing.
75	3007.F typo should read figure 3-09	agreed	Typo- automatic approval
76	Figures 3-08, 3-09, and 3-10 should be more consistent with each other. 08 and 09 are listed shallow to steep but 10 is steep to shallow; the professional plan requirement is a percentage for steep slopes plan and square feet for erosion control plan; EC requirements change at a different rate than SS requirements	Agreed. I think a number of these could be made more consistent so it is easier to read and to know when extra engineering is needed. Adjust 3-10 to read steep to shallow; 3-09 should be twice the square footages in 3-08; requirements in 3-10 should match 3-09 (keeping the >10% requirement at 10,000). <u>Staff recommends making the changes described above.</u>	Council agrees - Adjust 3-10 to read steep to shallow; 3-09 should be twice the square footages in 3-08; requirements in 3-10 should match 3-09 (keeping the >10% requirement at 10,000).
77	3007.H(15) suggestion to strike	Agreed. This requirement to add to bad design. <u>Staff recommends striking (15).</u>	Council agrees - strike (15)
78	3008 Erosion control- question about applicability. Who does this apply to and who needs a professional plan.	Everyone must meet the requirements but only those that are more than 3-10 need a plan. Those projects that receive a state permit are exempt locally. <u>Staff recommends keeping requirements as they are.</u>	Council agrees- No change

79	3008.C are "professional plans" necessary for larger projects?	These are developments with larger clearing of land on steeper slopes that require plans. Commission believes this was a good requirement. Staff will check with DPW to determine what they would like to see.	Staff will research erosion control specialist and report back to council.
80	3008.D(1) incomplete sentence. Needs word "development" after proposed.	Agreed.	Typo- automatic approval
81	3009 Stormwater- DPW and ZA recommend adding in the language from section 723 in the current zoning to section 3009 until new language can be developed.	Agreed. <u>Staff recommends adding the language from the current zoning.</u>	Council agrees to add section 723 of current zoning into draft as a placeholder until future rules are adopted.
82	3009 when will new language be ready. After Master Plan is complete?	It's timing is separate from the master plan update. The new language needs a few pieces- final state rules (so we can match our requirements to theirs), a new impervious cover data layer from UVM (we have agreed to pay for a new high accuracy data layer), and then some time to make rules to implement. We think this could be this winter depending on how we prioritize work plans (official map, design review, stormwater, master plan deadline in 6 months or one year, etc).	Informational question
83	3010 has a number of references to DRB. Which projects need DRB approval?	Good catch. This is because we had originally had these requirements imbedded within site plan (and prior to administrative site plans) so many requirements mention the DRB. The DRB references in 3010.B(2), (3), and (9) are ok- approvals are administrative unless you want a special consideration. (4) can be fixed striking (a) which requires higher requirements and replace "on low volume streets" with "based upon the site and street conditions". That way this becomes a waiver as well (meet the rules in 3-11 unless you go to DRB). (5) add "at the time of subdivision..." to the start of the second sentence. Subdivisions always go through the DRB and are the most likely time to require connection between lots. (7) combine the two sentences by striking "the development review board may require the applicant to provide" and add the word including. (8) change "the development review board may require the applicant" to "the applicant may need". <u>Staff supports making the above changes.</u>	Council agrees to change the following - (4) can be fixed striking (a) which requires higher requirements and replace "on low volume streets" with "based upon the site and street conditions". (5) add "at the time of subdivision..." to the start of the second sentence. (7) combine the two sentences by striking "the development review board may require the applicant to provide" and add the word "including". (8) change "the development review board may require the applicant" to "the applicant may need".
84	3010.B last sentence before the numbered list is confusing.	Agreed. It should read that the public works specifications will take precedence over the standards of this section and that the standards of this section take precedence over the B-71 standards. <u>Staff supports making that change to the language.</u>	Council agrees- strike the first "the B-71 standards or"
85	3011.F question whether loading should be limited to times when on busy (rush hours)	I think the loading area is off street it should not matter when the trucks arrive. If they are on street we have other mechanisms to force them to adjust their schedule. I would not suggest getting into scheduling deliveries. <u>Staff recommends leaving language as presented.</u>	Council agrees- No change
86	3011.I(1)(a) what about other durable paving materials (permeable).	Good catch. <u>Staff recommends rewording the end of (a) to read "asphalt, concrete, or other durable materials."</u>	Council agrees- reword the end of (a) to read "asphalt, concrete, or other durable materials."

2017 Council Public Input comments and changes (October 20, 2017)

87	3012.C(12) confusing. According to figure 3-16 the biggest sign is 40 square feet but now its 150 square feet (?)	The provision is not necessary because of the regulations later in the section. The 150 square feet comes from the billboard law. <u>Staff recommends strikeing 3012.C(12).</u>	Council agrees- strike 3012.C(12)
88	3012.C(9) Internally illuminated are prohibited here and them allowed later. Makes for confusion.	Agreed. It should read "Unless otherwise allowed herein..." The intention was to make sure those were not allowed at all but them some allowance were made later on. <u>Staff recommedns making the addition discussed above.</u>	Council agrees to add "Unless otherwise allowed herein..." to 3012.C(9)
89	3012.C(11) recommend striking as difficult to enforce.	Agreed. <u>Staff recommends striking.</u>	Council agrees to strike 3012.C(11)
90	3012.D(11) suggestion to strike or amend the exemption of signs on the inside of the glass to target specific neon open signs, etc.	This was a large and well documented comment. As this would be a significant change in policy I would like to recommend that more outreach is taken on this issue. What does the business community think? Montpelier Alive? Does a percentage of the public have similar concerns? In general I would not recommend regulating these but perhaps Mont Alive could develop good downtown practices for businesses to adhere to rather than a new zoning regulation.	Council agrees not to change language.
91	3012.D exempt signs. Are political signs exempt and if so should they be added to the list?	While I heard a number of comments about poilitical signs I'm pretty sure we cannot regulate them. I will follow up with our attorneys. If so we should add political signs to the list on 3012.D.	Need to prepare signs amendment with David Rugh input
92	3012.G question of enforcement of these rules. What is the procedure for enforment?	All signs need permits so these rules will be enforced through the administrative process. Signs constructed would be a violation and be subject to enforcement as any violation would be. Enforcement is discussed in Chapter 470.	Informational question
93	3012.G(5)g confusing requirement.	Agreed. Not entirely sure what the requirement is here for this one. Recommend striking. <u>Staff recommedns striking 3012.G(5)g.</u>	Council agrees- strike 3012.G(5)g
94	3012.G(10) and figure 3-15 talk about both portable and temporary signs. Unclear what the difference would be. Sandwich boards are exempt which would presumably be a portable sign so that should be struck from figure 3-15. Other temporary signs would presumably need a permit.	Agreed to strike potable signs from Figure 3-15. Yes temporary signs need permits. <u>Staff supports striking the portable signs from figure 3-15.</u>	Council agrees- strike portable signs from figure 3-15.
95	3012.I(1)(b) reference error	Correct. Was referencing a provision that was later deleted. Strike "...of Paragraph Error Reference source not found."	Typo- automatic approval
96	3012.M what about adding Capital Stationers sign on the side of the building to the list of landmark signs.	I personally do not like these exemptions but they have been maintained by the Planning Commission. The listed signs would be simply pre-existing non-conforming signs which would be allowed to exist indefinitely until abandoned. By giving them a special status and are not non-conforming so they can be changed and will never go away. Barre City had one of these on Summer Street for Bond Auto which they replaced with a new giant Bond Auto sign while I was there (over my objection) and will now presumably be a giant O'Riley Auto Parts signs. Hardly seems fair and equitable for competing auto parts stores. <u>Staff does not recommend adding any additional signs to the landmark list.</u>	Council agrees- remove all of 3012.M(4)

97	3102.B(1) does this include parking spaces or public rights of way?	This should be clearer about whether this is discussing public or private. Construction dumpsters of public property must get approval from the public works director. This should apply only to private property. <u>Staff recommends adding the language "on private property" after "A construction dumpster" and to add 3102.C Construction dumpsters on public property including streets and public parking areas must receive approval from the Director of Public Works.</u>	Council agrees- add the language "on private property" after "A construction dumpster" and add "3102.C Construction dumpsters on public property including streets and public parking areas must receive approval from the Director of Public Works."
98	3104.A(2) suggestion to increase limit on accessory apartments to 1,200 square feet and 45%	In 3002.C(4)(b) we already extended the right to property owners to make duplexes anywhere there are Single family dwellings provided they were on a conforming lot and have sewer and water. The recommendation to go to 45% is almost a duplex anyways (remember 50% is half the home) and 1,200 square feet would be larger than many older homes. I think the rules as constructed are good. Only non-conforming structures will be limited to 900 square feet and 30%. <u>Staff does not recommend making changes.</u>	Council agrees- No change
99	3104.A(4) in A and A(4) it talks about owner occupied. How would this ever be enforced?	I would support eliminating the owner occupied requirement for that reason. Staff recommends striking owner occupied from the .A requirement and strike (4) as it would then be unnecessary.	Staff will review with City Attorney whether owner occupied is able to be removed (is removal "less restrictive"?).
100	3107.D Question of why we would call something group home major.	There are a number of requirements in order to be considered a group home (which is a protected class of housing under Vermont law). The question comes up of what happens if someone wants to do something that is a group home but doesn't meet the requirements. For example I worked in Richford where a proposal came in for a home for people with Alzheimer's. It was an old house with 8 beds and licences from the state. It met state law for a group home except that it was within 1,000 of another home for something else. So now what do you do? But for the other home they would not even need to get a zoning permit at all but now they have no way to apply for a permit. We put this provision in to cover those types of applications- maybe it has 10 beds, maybe it is near another group home, etc. In those cases- group homes major are classified as conditional uses on figure 2-14 use table so neighbors would be notified and a hearing held. <u>Staff recommendation is not to change the proposal.</u>	Council agrees- No change
101	3108.A(1) noted that a lot with three or more does not have any days as a qualifier. Three tents for one day makes you a campground?	Good point. It doesn't come up a lot. As written yes one day would make you a campground but this is looking to catch the problem cases (e.g. people having multiple RVs with guests). Council is welcome to make changes but I think it is a use that will not receive much use. <u>Staff recommends not changing the proposal.</u>	Council adds "for not more than seven days" after the parenthetical.

102	3110 B&Bs - Do these regulations address Air B&Bs?	Yes and no. There are not specific regulation of air B&Bs but they would technically still need to meet the requirements of B&B if it is in an occupied home. We should look at developing rules for short term rentals if Council thinks it makes sense. For the most part they are not really B&Bs. Most of the time someone is renting out their entire house or apartment unit for a day or a week. Those will be difficult to catch and regulate but we can discuss. <u>At this time, staff does not recommend making a change to the zoning.</u>	Council agrees- No change
103	3122. Has this been reviewed by experts?	No we have not sent it to someone for review but the consultant reviewed the 248 standards. Wireless telecommunication facilities continue to be partly (mostly) exempt from local zoning. The legislature just extended the section 248 exemption until 2020 although the municipality CAN, if they choose give a local alternative pathway. The assumption of this language was that we would need something on the books if the state pre-emption was lifted. In theory developers can choose which path to go if we allow them a path. I think these rules are way too much but considering developers will simply choose section 248, I'm not worried. As staff we chose our battles for what to go after to redraft and we felt this one could stay and get a review on the next zoning update. Its exempt for the next three years (effectively). We can address it between now and then. <u>Staff recommends keeping language as presented.</u>	Council agrees- No change
104	3201 major site plan approval - it appears major site plans would require professionally prepared landscape plans and lighting plans. Mention was made at meeting to flag for change	Yes. Major site plans would be required to meet those standards. It's a policy question for the City if they want to require professional plans or not. Staff does not have an opinion except that it is easier to approve professional plans because it clearly shows locations and items. If someone can present a plan that shows they meet the standards then it probably doesn't matter if it was professionally prepared.	Council decides not to change draft.
105	3203.F(3) should include a reference to figure 3-20.	Agreed. <u>Staff recommends adding "figure 3-20 and" after "accordance with".</u>	Council agrees to add "figure 3-20 and" after "accordance with"
106	3206.E Energy code comment whether this is needed considering it looks redundant to 3207.C(6)	Agreed. It looks redundant to 3207 and should be removed. <u>Staff recommends removing 3206.E</u>	Council agrees- remove 3206.E
107	3206.G unclear why this is here.	Agreed. <u>If council wishes to keep this staff recommends moving to 3202 and add as .C</u>	Council agrees to move 3206.G to 3202 and add as .C
108	3207.C introductory statement needs grammar edits.	Agreed. <u>Staff recommends rewording to say "Applications required to meet this section shall meet the following:"</u>	Council agrees to reword 3207.C to say "Applications required to meet this section shall meet the following:"
109	3207.C(4)(a) building materials "high quality building materials" is squishy	Good point. We don't need to justify our regulations in them so we do not need the end of the sentence. It is that part of the sentence that adds problems. <u>Staff recommends striking everything from "... that conveys a sense of durability..." to the end.</u>	Council agrees to strike everything from "... that conveys a sense of durability..." to the end.
110	3207.C(7) residential bulk storage Why require this?	Agreed. <u>Staff recommends striking.</u>	Council agrees- strike 3207.C(7)

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111	3303.B concerns using levels of service and what these mean	Staff received a comment from Tom MacArdle that he wanted to provide some edits to this section. He is not a fan of LOS and thinks we can come up with something better. Staff will develop an alternative with Tom and bring to Council.	Staff will work with DPW to develop draft language to replace LOS.
112	3304.A Character of the neighborhood. This requires projects to meet the potential impacts on both neighborhoods if a project is adjacent to two neighborhoods. The pit off Court street is an area of concern.	Agreed this provision could result in impacts to a project on the boarder of two areas. Council has two choices, to elimiate the consideration of the abutting neighborhood or to insert langage to soften the impact (abutting neighborhoods will be given consideration but not to the extent that it prohibits otherwise allowed development in the base neighborhood."	Council decides to strike second sentence.
113	3304.C Staff comment that "development should be compaitble" should be replaced with, with not have an undue advers affect upon"	That phrase is a legal term of art that is used in land use law and has a tried and tested prociess for making decisions. <u>Staff recommends making that change in language.</u>	Council agrees to change 3304.C to replace "development should be compatible with" with "development will not have an adverse affect upon"
114	Chapter 340 general comment on density bonuses being too generous in PUDs. Perhaps reduce to just 25% to 50%.	That will be a policy question. I think they would need to be examined on a case by case. I think the reality is that they will not be used or if they did could be denied by the board if not of good deisgn or if it impacts abutters.	Council decides not to change draft.
115	3401.B Can we create visual descriptions of the amount of infill development that could occur under infill development?	Infill PUD is only allowed on lots less than 2 acres in the higher density neighborhoods. So a 25% or 50% increase in a small number is usually not too much on a small lot. The reality is that most development does not maximize development because they still need to meet other requirements (parking, setbacks on the perimeter) and also any requirements for maximum development. It is why I have said I will be surprised if in 10 years any applications for any PUDs happen except for campus PUD on VCFA. "Worst case scenario" ... A 2 acre lot in res 1500 can have 29 units an acre or 58units total at maximum build out! Now they get an addition 50% bonus for building with the infill requirements (87 units). Assuming they meet all other requirements for parking etc. this would be about 45 units an acre and before everyone thinks this is insane, we are not yet as dense as the Lane Shops. Keeping that in mind- THESE WOULD BE CONDITIONAL USES IN THAT DISTRICT. Anything more than 4 requires conditional use and if the development would result in a project that impacts the character of the area then it could be denied. Nothing in these PUD sections are adminisitrative approvals. It would be impossible to map out all the possibilities but, it gives the DRB the ability to approve a higher density project if they use good design. MOst aplciations if they come will be someone trying to add one unit to a small lot and looking for an avenue to get that approved. While some other PUDs may need a more careful review of the density bonus- this one is fine. <u>Staff does not recommend changing the proposal.</u>	Council wants to revisit to discuss whether multifamily should be added to Res-9 as a CU. Also 3401.e allows all residential uses which could allow multifmaily any ways.
116	3401.B Recommendation to remove Res 6 and Res 9 from applicability.	In light of some of the comments above about limitations of use above, anything more than 4 units is a CU in res 6 and not allowed at all in res-9. <u>Staff would recommend keeping these provisions as a possibility in these districts.</u>	On earlier discussion it looked liked Council was leaning to keep in Res -6 and Res-9 but council voted to revisit.

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117	3401.C(5) Suggest clarifying this to be a pre-PV HERS score	Beyond my skill to make a recommended change. Staff will reach out to the energy committee and efficiency vt for a suggestion.	Council decided to use "pre-PV HERS score" and wanted to follow up on what the appropriate number should be. Following Council meeting information was provided that the HERS score was probably good at 50.
118	3401.D(3) recommendation to strike this provision as this is a list of what applicant may do (and this statement is negative).	Agreed. <u>Staff recommends striking (3).</u>	Council agreed to strike #3.
119	3401.F(2)should we be clearer about how we measure 1/4 mile walk (publicly accessible paths and sidewalks?)	I think we can develop a sub (a) that addresses how we will make that calculation. Staff will develop this and get back to council.	Council decided that the "1/4 mile walk" should be changed to a 1/2 mile walk and that it should be measured "following publicly accessible paths and walkways."
120	3402.B Add cottage cluster to rural as well.	Agreed. <u>Staff recommends adding rural to the list of allowed districts for cottage cluster.</u>	Council agrees to add rural to the list of allowed districts in 3402.B
121	3403.B(9) Community buildings in other section have more descriptions. We should be consistent.	Agreed. We should match to 3402.J but not include (1). Also change "cottages" to "manufactured homes". <u>Staff recommends making those changes.</u>	Council agrees to match the language in 34003.B(9) with the language in 3402.J but not to include 3402.J(1) and also change "cottages" to "manufactured homes" where ever the word appears.
122	3404.B(2) typo change units to lots.	This was a staff comment. As written any large apartment building will be forced to go through these requirements even if they are not subdividing.	Council agrees to change "dwelling units" to "either 40 lots or 40 dwelling units"
123	3404.B(2) how is 10 years tracked.	This is a tough one. In some ways it will be difficult to track but in the same way if it is not there then an applicant can simply subdivide 39 lots this year and 39 more lots next year. It becomes too easy to avoid the rules. This at least makes it more difficult (and opponents will always remember these rules and tell us if we forget.). <u>Staff recommends keeping it despite its limitations.</u>	Council agrees to keep 10 year tracking. No change.
124	3404.C(5) Suggest clarifying this to be a pre-PV HERS score	Beyond my skill to make a recommended change. Staff will reach out to the energy committee and efficiency vt for a suggestion.	Council agrees to use "pre-HERS score"
125	3404.J New neighborhood open space. Section refers to requirement to create open space but previous comments were that the city cannot create a park through zoning. How do these relate.	The difference is that parks have public access. We can require Murray Hill to have a swimming pool for its guests and residents but we cannot require them to let everyone in town swim in their pool. Similarly we can require a subdivision to set aside open space for the enjoyment of people living in the PUD but we cannot require it to be open to the public.	Informational question
126	3404.J(1) increase 5% to much higher number; clustering should be required	The purpose for the minimum is to address projects on properties that lack any natural resource features and are not on the official map. In the least, all projects should conserve at least 5% for open space. That number could grow to as high as 40% on parcels that have a lot of lands needing protection. The Planning Commission drafted these rules to protect those properties that had lands in need of protection and left other properties alone. The new neighborhood has a requirement in .B requiring the pUD which in effect requires clustering. <u>Staff does not recommend making additional changes in these areas.</u>	Council voted to increase the minimum requirement for open space to 40% in 3404.J(1). Staff will develop recommendation and review with City Attorney and report back to Council.
127	3404.J(2) comment that it could be clearer that the developer can conserve more than 40% if they choose but DRB can only require up to 40%.	Agreed but I think that could go without saying. To add that language can complicate how the rest is written and may confuse things. <u>Staff does not recommend making changes to this provision.</u>	

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128	3404.J(4) Concern that developer could cover entire open space with solar panels	This is entirely a policy question. These areas have been set aside primarily for environmental reasons though which may make that more difficult. I think it depends on what the open space was for. If it is on the official map and the city does not want to assume the acquisition then I don't see why use for solar would not be inappropriate. If it is set aside for wetlands then it would be a problem to have solar. It's worth the discussion.	
129	3405 title conservation subdivision- what is it	These are classic PUDs that some people do to conserve open space. Rather than subdivide 20 acres into ten 2 acre lots they cluster the development into 10 one acre lots and leave 10 acres as protected open space.	Informational question
130	3405.I "with with" repeat	agreed. Typo	Typo- automatic approval
131	3406.A term major light industrial is not defined.	Agreed. "Major light industrial" should be replaced with "manufacturing". <u>Staff recommends making change.</u>	
132	3406.k The allowable size and height of main entrance signs seem extremely large. Maybe make smaller and allow DRB to make larger	Agreed. Ground mounted signs are currently proposed with a maximum of 32 square feet (12 feet high) so that would be a better default. <u>Staff recommendeds changing those numbers for entrance sign to 32 square feet and 12 feet high with a new statement at the end that the Development Review Board may approve waivers to the standards not to exceed 100% in size and 50% in height provided the additional size will not negatively affect the character of the neighborhood. "</u>	
133	3503.C add new (3) Buildings and building envelopes on recorded plat shall be representative only and placed only to demonstrate a suitable area for development. Approval of a plat with a house site or building envelope shall not be inferred as a permit to build such structure nor shall it be a limitation to future development outside of the envelope or house site unless included as a condition of approval."	This is designed to make sure plats approved in the past with these characteristics do not require someone to go back and amend their plat before building their house 10 feet to the left or right of the identified house on the plat. <u>Staff approves this recommendation.</u>	
134	3504.A concern that any project - no matter how small - will need a traffic study.	No. Only subdivisions resulting in 75 trips per day will need the professional study. 75 trips would be a big project considering the Sibley project (16 new residential units) was NOT going to trigger a traffic study. <u>Staff does not recommend changing this provision.</u>	
135	3504.B concerns using levels of service and what these mean	Staff received a comment from Tom MacArdle that he wanted to provide some edits to this section. He is not a fan of LOS and thinks we can come up with something better. Staff will develop an alternative with Tom and bring to Council.	See #111
136	3505.B(8) add new "All new lots shall contain sufficient buildable area to meet minimum density requirements of section 3002.C."	Agreed. <u>Staff recommends making that addition.</u>	
137	3506.A(1)g suggest adding a comma after "wide"	Sounds good.	Typo- automatic approval
138	3506.A(5) need to add "may" after DRB	Agreed	Typo- automatic approval
139	3506.I(1)b should we be clearer about how we measure 1/4 mile walk (publicly accessible paths and sidewalks?)	I think we can develop a sub (c) that addresses how we will make that calculation. Staff will develop this and get back to council.	See #119 for Council changes

140	3506.B(2) discusses pedestrian and multiuse but not explicitly "bike paths". We should have on road bike lanes when streets are part of a subdivision.	Agreed. Neither of these (1) or (2) explicitly discusses bikes. It could be tricky to rewrite because not all roads need bike lanes. Low volume streets can safely be sharrowed and the narrower street also reduces impervious cover. I think we should add a (3) though that expressly mentions bikes. Staff will develop some language for council to consider.	
141	3507.A similar to comment under 3304 where projects on the border of two neighborhoods must be consistent with both neighborhoods.	Whatever the decision is for 3304 should be replicated here for consistency sake. <u>Staff recommends being consistent with 3304.</u>	
142	3508.B(4) extraneous "	agreed.	Typo- automatic approval
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145	PART 4		
146	4201.D Should the Zoning Adminsitrator provide other codes as well.?	The ones listed in .D are the ones the Adminsitratve Officer is required to provide by law. We are always able to provide others at a cost. <u>Staff does not recommend changing the provisions as written.</u>	
147	4201.H Should we provide a definition of "promptly"?	This was discussed by the planning commission and other communities set days. The issue comes when unusual situations arise and we trip a required date that is set by the bylaws but not set under state law and an application becomes deemed approved. As this is not a problem in Montpelier we suggested leaving this as a general statement knowing we typically issue permits on the day a completed applciation is received for permitted uses. <u>Staff does not recommend making any changes.</u>	
148	4207.D requires applicants to go to Superior Court to get deemed approval from an adminsitratve officers failure to act. Why not simply say it is deemed approved?	First the deemed approval is set in statute and simply says applications were deemed approved. No one knew how "deemed approved" would actually happen. We need a paper trail and someone to determine that the deemed approval was warrented. Maybe someone dropped off their zoning application at the Fire Department and now simply declares that I submitted to the city an application and did not get a reply in 30 days so its approved. Maybe the administrative officer told them they needed more information and they failed to provide it. Maybe the adminsitratve officer sent it to the state for comment (which automatically stays the 30 day clock) but a member of the public may simply decide on their own that the permit is deemed approved. The Courts stepped in to provide the remedy which is an appeal to Superior Court and a judge will determine if it is warrented. While this may seem onerous to the applicant there is more to it than simply the issuance of a permit. The second key point to keep in mind is the neighbors. Image if Doug Zorzi put in an application to develop 500 units in Sabins Pasture and in the confusion of doing things it took 35 days to issue the permit. Without a court hearing the permit would be issued and the abutters all have no opportunity to comment on the application their rights would have been lost due to the failure of the adminsitratve functions of the city. It would not be fair to those neighbors to lose their rights for our error. The Court makes sure those rights are observed. <u>Staff does not recommend making any changes to the draft.</u>	
149	4207.G(3) typo should be "explains" not "explain"	Agreed	Typo- automatic approval

150	4302.B Conservation commision has a 21 day requirement to act but Design Review (also an advisory board) does not have such a requirment. Should there be a requirement for DRC?	There CAN be a requirement set but there has not been an issue with this committee in the past (and there isn't a requirement under current zoning). The Conservation is new and the PC was concerned that the board meets once a month and a mistimed application could cause a 5 week day to a project. While the PC wanted to extend the priveledge of commenting on applications to the CC they wanted to make sure they would hold special meetings as need to ensure no additional delays are added to applciations. <u>Staff does not recommend making any changes.</u>	
151	4501.A(2) states "at least one more" when state law requires "at least two more"	Agreed. <u>Staff recommends changing "one" to two".</u>	
152	4505.H wording not clear	Agreed. The best way to make this clear is to break into a list of (1) send a copy to applicant and others...; (2) file a copy with AO...and (3) record in land records. <u>Staff recommends breaking into a list.</u>	
153	4505.L odd statement in this location. Should be removed	Agreed. Statement out of place here and should be removed. Permits run with the land. A decision is necessary to issue a permit. <u>Staff recommends deleting 4505.L.</u>	
154	Figure 4-02 had three sets of comments. First the requirements in the table are blank (no check boxes indicating which are required. Second, should character of the area or district be "character of the area or neighborhood"; and third, these do not appear to match state law and they should match state law.	On the first, agreed. In fact this has been an item on the PC fix list a few times and each time it gets worse (going from what was unclear markings to no markings at all). Table must once and for all be updated with "X" in the appropriate boxes. Second I think "district" should be replaced with "neighborhood" but, except for waivers, these rules are set by state law and should match (see third point). Third, I agree that this must match state law and while it simply rewords state law to be clearer, I think I would prefer the exact wording from statute. While tables and graphics can be used to simplify and clarify laws and regulations, sometimes they are unnecessary and make things more confusing. <u>Staff recommendation would be to remove the table; insert per state law the requirements into 4603.D (1) and (2) the requirements for general varaiances and renewable variances, and insert waiver requirements into 4602.C.</u>	
155	4701.B delete " at end of line	agreed	Typo- automatic approval
156	4701.F typo/reword	agreed. Would be clearer to say "The City shall observe any limitations on enforcement proceedings set forth in the Act (24 VSA 4454)." <u>Staff recommends making the change as stated above.</u>	

157	4701.G confusion.	Lots of confusion on this one including for me. Technically this can be deleted as it is a part of the limitations that are talked about in .F above it. If anyone cares... what the state law said was that if a permit is issued but not recorded in the land records that the city cannot enforce a zoning violation on that property. So we issue a permit to build a garage 10 feet from the property line and you build it 5 feet from the line- we would be unable to enforce a violation if the permit is not issued. It is a terrible law that is rife with unintended consequences but the law is what it is. <u>Staff recommendation is to strike .G as it is already included above in .F.</u>	
158	4701 or 4702 add restorative justice option	After some consideration I think this one will need to wait for a time when we can do more homework on it. While we refer people to community justice for neighbor disputes, that is different than enforcement of violations. Under state law the Administrator is required to 'literally enforce the bylaws'. The restorative process would not be legal or appropriate in determining whether violations exist. We spend no time today enforcing in court and collecting fines so I'm not sure how restorative justice would apply. I would suggest that before we institute ticketing (these bylaws will enable that but not institute it) we should look at restorative. Both of those decisions can wait until later. <u>Staff suggests not changing anything at this time.</u>	
159	4702.C and 4307.B Taken together it looks like if someone is notified of a violation and doesn't fix it for 4 days then day 1 is first offence, day 2 is second offence, etc. and then we transfer to Env Court after 4 days. Correct?	It's not quite that cut and dry. 4704 talks about the required notice of violation. That notice requires a statement giving property owners seven days to cure the violation before we can enforce. That notice of violation, though, can be appealed within 15 days of being sent (and usually is) so we generally do not enforce for the first 15 days (to see if they appeal the NoV). If they do not contest it or lose on appeal then we can begin enforcing. We have two avenues at that point- go directly to superior court or (if we institute it) issue tickets. The "day offense" is regarding tickets. Yes, after a number of tickets those would also be transferred to superior court as well.	Informational question
160	4704.A section says "the Administrative Officer may issue a notice of violation..." statement should be revised to read that "the Administrative Officer shall issue a notice of violation..." Enforcement is not discretionary.	Agreed. <u>Staff recommends that "may" should be replaced with "shall"</u>	
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164	PART 5		
165	5001.D Ordinance uses "will" and "must" to refer to mandatory actions. The appropriate convention is "shall".	Staff agrees. Technically, though, it is not improper to use "will" and "must" but the convention is to use shall. The consultant preferred "will" and the commission was ok with that approach. A global search and replace would require a careful proofread but could be done. If Council wants it changed we can do it.	
166	His/Her should be replaced with "his or her"	I found 6 locations where that occurred - 1206.B, 4201.H, 4203.B, 4503.B, 4601.A (in the information bullet) and 4604.A (information bullet). <u>Staff agrees they should be replaced.</u>	
167	And/or is not a word; it should be replaced with one or the other depending on context.	I was surprised how often this appeared (84 times) in the bylaws but many were ok. The and/or can be eliminated in some cases by rewording sentences to say "shall include at least one of the following." In many cases where and/or is used, what is being expressed is that you must do one but that would not prohibit you from doing more. So, for example there is a requirment to "either mitigate and/or minimize noise". I think you can simply say "or" but developers may question whether they must do one or the other (not both) to meet the requirement. I don't think it is wrong to say and/or but we could adjust them to say or. I did not review all 84 to see if some were incorrectly applied. <u>Staff recommends changing and/or to "or" and proofreading each to ensure it is appropriate.</u>	
168	5101 generally. Should we be including definitions of things defined in state law? Should we simply delete them or reference the state statute?	In many cases we do not need to use state law and we can use alternative definitions. I think if we are using a state law we can simply reference state law. For example 5101.H(3) restates state law 10 VSA 6602(4). The advantage of restating is the AO and public do not need to research state law to find the definition. The disadvantage is that the state sometimes changes statelaw and if you rewriting it in the bylaws then you could have a conflict. Its a policy decision. In the past I usually placed the reference (where it came from) and then copied it into the ordinance so that it would be easy to find when we needed it. Truely a policy decision. We can do it either way.	
169	5101.B(6) bedrooms- requiring bedrooms to have a closet. Can we remove closet requirement?	Bedrooms appear in only 3 places - accessory dwelling units must be a "studio or one-bedroom apartment"; B&Bs cannot have "more than 5 guest bedrooms"; and extended stay hotel rooms must have "separate bedroom/sleeping space". I don't think the closet is critical in any of these. I question, based on where and how the term is used whether the definition is needed at all. I think a one-bedroom apartment speaks for iteself (you don't need to define bedroom to understand what that means; 5 guest bedrooms could easily be 5 guest rooms and mean the same thing, and bedroom/sleeping space is understood without definition. <u>Staff recommends striking definition of bedroom.</u>	

170	5101.D(16) definition of 3&4 dwellings includes mention of separate entrances while multifmaily does not. Add for consistency?	I actually would remove the requirement from the previous. Leaving it unsaid means the developer can meet with separate doors or single vestibule or by some other measn or combination. <u>Staff recommends striking "and with each unit having a separate entrance from the outside or through a common vestibule" from 5101.D(15)</u>	
171	5101.D(14) to (16) each of these does not contemplate multiple buildings on one parcel. Should that be addressed here or somewhere else?	The concern here is that someone with 20 acres in rural are entitled to 10 residnetial units. As written if they put 10 single family homes (without subdividing) one foot away from each other they would all be permitted uses and could proceed development pretty easily and without . If those same 10 units shared a wall they would be a multifmaily structure and not be allowed because multi family stuctures are not allowed in rural. Is that OK? The ZA and Director have different views on what should be ok but we know we need to be clear which it should be. Director feels the definition should be changed to read "parcel" rather than "structure" so that a single parcel with 5 single family homes would be considered a mutlifamily use on the use table -depending on the district that could mean it will not be allowed or be pushed into conditional use. The ZA believes this is an unusual way of doing this and that continuing to build single fmaily homes should be permitted.	See #57
172	5101.L(7) Locally produced. Vermont Farm to Plate uses a different definition which is Vermont plus 30 miles. Should we change to match others.	The original draft was really small (maybe Washington County) and then it was expanded to Vermont plus 30 miles but then backed down to Vermont. <u>Staff would support adding the "plus 30 miles" back in.</u>	
173	5101.S(16) do we need to clarify that basements and attics are not counted in stories?	I actually think the correct thing to do is to strike the second setence. If we want to discuss "how to measure height" then we should add that language to section 3002.H (where that topic is discussed). That line is inappropriate as a part of a definition of story. <u>Staff recommends striking the second sentence.</u>	
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179	ADDENDUM ITEMS		
180	From Castelano email:		
181	1) Main Street still zoned too densely in new zoning	Relates to #25 above. #25 focused on the dimensional requirements between the new and old zoning (setbacks, coverage, height). My responses were based on how those were characterized (that new development would change the character of the area). In those cases there aren't much difference between new and old. But looking at minimum lot size specifically and residential densities to a lesser extent (see those neighborhood descriptions we prepared you can see on 2-2 Main Street) I need to revise my recommendation. There is enough difference that may warrent a better approach. I misunderstood the nature of the comments so I wasn't looking at the lot size and residential density requirements specifically. In the original draft zoning there was only Urban Center (not a 1 and 2). We found that some areas (Main Street and Barre Street neighborhoods) were different enough from the rest of downtown so a separate district was created. Looking at the DISTRICT the densities and lot sizes were developed. Barre Street though impacted the overall numbers (see 2-1 fpr Barre Street West); if you look at the tables oyu will notice the lot sizes and densities are smaller than Main Street. I remember that the PC had considered making two different districts (maybe UC-2 for Main and a UC-3 for Barre St) but chose to keep them the same. Looking at the lot size and density numbers today I would recommend making a separate distirct as had been discussed previously by the planning commission.	See #25 for council changes
		The biggest differenc you can see on the table is that minimum lot size is recommended to be 3,000 square feet where most lots in the Main St area are bigger that 8,700 (90%). Also as proposed there is not a residential density established. It shouldn't matter because it would be as many units as one can fit in a building in the neighborhood but under current zoning its limited to 1 per 1,500 sq ft and on the ground the 90% conformance is 1 per 3,200 sq feet. That is a policy discussion for you to decide. I would create a new district with those requirements and the specifics of the revised setbacks from the earlier decision. We will still need to resolve front setbacks as I have pulled surveys to find the recommended standards work for the western side of the street but not the eastern side of the street so we will need to discuss options to resolve that matter. <u>Staff recommedns creating a separate district for Main Street and make the minimum lot size 10k (which will match current zoning) and to set the other dimensional amd use requirements as appropriate.</u>	See #25 for council changes

182	2) There needs to be setbacks for any potential development on the North Branch	Refers to #24 above. This is a policy question. The original recommendation from the PC was the 10 foot setback in UC-1 and UC-2. Public comment from property owners and developers in these districts were that they felt they were losing valuable real estate and that these conservation principles were best for areas outside of the urban core. The PC looked at existing development and found that little development along the Winooski were built right on the river (a few historic buildings like Sarducci's). Along the North Brach there were more so they removed the requirement for the North Branch but kept it on the Winooski. Another point is that there currently are no water setbacks in zoning today. PC felt that even if this is not fully there, this zoning was a significant step in the right direction. So you have the history of 10 foot proposed with exception on North Branch. At this point it is a policy decision. Staff would support 0 feet or reinstating 10 foot.	See #24 for Council changes
183	3) There should be infill housing on the VCFA campus	This was one of the primary reasons for creating both the mixed use zoning district and the campus PUD. Both of these requirements achieve the goal of infill housing on the VCFA campus. <u>Staff does not recommend any changes to the zoning because zoning already accomplished the goal.</u>	
184	4) There are a number of new approved housing developments such as French Block, TD Bank building, etc. Won't this alleivate some of the concerns about more housing in the city?	Policy question- It depends on the goal. If the goal is to create 25 housing units then yes this would achieve that goal. Estimates of the housing shortage range from a hundred units (150 in the EDSP), to 240 (housing strategy), to goals of 500 or even 1,000 that have been discussed at times. These units are a good first step but rental vacancies are less than 1% (extremely tight) and for sale housing is almost getting as bad. I would side with the reports that we should be encouraging many more. I support the 240 proposed by the Housing Task Force for the next 8 years. Spread out around town (in a City with 4,000+ housing unit) would be a very modest 5% increase in units over 8 years. Ultimately- it is a policy decision that we set the programs and regulations to meet.	
185	5) One of the incentives for allowing more housing is to potentially lower taxes. However, I believe that there are studies that indicate that no town can decrease taxes if they build more than 20% affordable housing.	Policy question- We have tried to be clear that more housing is NOT going to decrease your taxes. We hope the additional development will help to stabilize taxes as most of our services will not need to be expanded to accommodate new growth. This is especially true with our utilities but it would take an incredible amount of development to actually change the Grand List in any measurable way. On his second point, I am not aware of any studies with the conclusions provided but would always be willing to review them for relevancy to Montpelier.	

186	6) Offstreet parking requirements should not be waived, especially downtown	Refers to 3011.B which exempts properties in UC-1 and UC-2 from needing to meet parking requirements. Recent literature on parking management have talked aboutt he damages caused by minimum parking standards. Especially in built up areas communities are better to develop public parking to allow for "park once / shop many" and to "disconnect the cost of parking from the products that we buy" (see Donald Shoup's "The High Cost of Free Parking"). Best practices say to move away from minimum requirements and let the market set the parking. The Planning Commission discussed this policy at length and decided to exempt only properties in the Urban Core. There were some who wanted to remove the requirements city wide but they were out voted. Staff thinks the PC struck the right balance. Starting with this UC area we can see about expanding to other districts later if it works well. <u>Staff receommends keeping the rules as they are drafted.</u>	
187	7) The matrix does not accurately reflect a lot of public commentary. There are complete sections missing, such as Steve Sease's comments about river front setbacks and Main Street	Staff set out only to capture the recommended changes to the zoning and not general comments. You will note no comments supporting the zoning even though there was testimony to that effect. I also did the best I could to capture the changes and plug them in appropriately. I have always encouraged the council and others to review and comment on the matrix and to make any additions that I may have missed. I apologize to any whose comments were not fully reflected in the tables.	
188	8) Sabins' should have conservation, open space or parkland at the top and housing at the bottom. Mike Miller has not provided any real rationale or support as to why this can't be done.	Relates to #32. I think I have been clear that I support accomplishing that goal but that it cannot be implemented through zoning. I think I have been extremely clear why we cannot do parkland (it would, very clearly, violate the US Constitution). Conservation can be if you can tie and environmental standard to the area (rare plants, soils, etc.). We don't have such an environmental constraint that I am aware of. For open space we would need an open space plan for the community that we would be writing rules to implement. We do not have an open space plan (that I am aware of). The Green Print plans are for parks and rec and we have explained that we cannot implement through the zoning ther parkland goals.	

189	9) The building envelope density in some districts will allow projects like the proposed 28 Sibley apartments to be built or for McMansions to be built.	This refers to the footprint requirements in the figures for each district in Part 2 (Figure 2-08 for example). Also discussed in #34 and #66 above. Quite the contrary these rules were developed to prevent Sibley from happening. This large apartment proposal happened during the development fo the zoning and the commisison responded by adding new requirements to help set upper limits to development. So a property owner may have an oversized lot (sibley included a lot of undevelopable bank area so it was 3/4 acre). That extra land allowed for big buildings. Sibley was proposed to be 7,932 square foot footprint. The PC set (for example) the limit in Res 6000 (Sibley Street's district) a max limit of 4,000 square feet or, by coincidence, half of the proposed Sibley building. 4,000 square feet is still big but it is meant to be the upper most limit for a building. If the COuncil would like to set a lower threshold they can. These footprint requirements though have been the #1 concern of developers. Caledonia Spirits, Elm Street, others have all stated that they would rather cluster development into a few big buildings and keep the rest of the area open. That put us in the difficult place of what to recommend- keep them in / perhaps lower the limit (hurting some projects) or increasing limits / eliminating the requirement thereby leaving neighborhoods vulnerable to another Sibley type project. It is a policy decision and this is where the PC found the balance. Considering there is no footprint requirement today and that character of the area is such a big concern, staff has provided a recommednation in #66 for how to potentially address this.	See #34 for Council changes
190	10) Regarding tax stabilization plan for Caledonia Spirits I need to ask why? I also would like to know what sorts of jobs this will produce? Are there any conditions that Caedonia would need to qualify for this? What about changing impact fees to recoup some of the taxpayer cost of improving access, etc.?	Completely unrelated to zoning.	
191	11) Reduce Density on Towne Hill and make density closer to the current density of one unit per acre.	Already discussed in #35. Staff has made a recommendation with reasoning but it is a policy decision at this point for Council to make.	See #35 for Council changes
192	12) Cut PUD density bonuses in half.	Already discussed in #105 where it is flagged for additional comment. Comment in that one is to reduce density TO 25% or 50% not reducing the BY 50%.	See #114 - No change
193	13) Drop infill PUD from Residential 6000 and Res 9,000 districts.	Already discussed in #116.	See #116 for Council changes
194	14) Increase the new neighborhood PUD open space requirement from 5% of the parcel to 40%	Already discussed in #126.	See #126 for Council changes
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196	From Sease email:		

197	A section should be added to the matrix to discuss Missing Figure 30. The language in the figure addresses the very significant policy direction that the City will grow outward from downtown in successive five year stages. What is going to become of the figure? More importantly, how will the proposed ordinance address its language? It can hardly be ignored. If the language is dropped, it would amount to a substantive revision of the new plan without any foundation. I suggest language to the effect that Figure 30 be inserted in the Plan in its original form, and the zoning ordinance be revised to be consistent with its direction	Disucssion relates to Master Plan not zoning	
198	Another section should be added to address the evolution of the Growth Center as it was submitted by the City and approved by the state. The City committed to the State to shrink the Growth Center. How will this be addressed in the plan? My suggestion is to insert the new map and adopt the reasoning in Figure 30.	Discussion relates to growth center program- not zoning	
199	Note 16. The Planning Director conflates recommendations to concentrate growth in the downtown to restricting development to downtown. This is disingenuous at best. No one that I am aware of made such a recommendation, and it is obviously impossible. My request was to develop an ordinance that would concentrate density (not growth) in the downtown, and I cited the example of the Net Zero exercise. Figure 30 captures this concept. Growth will obviously be possible in the outlying regions under whatever ordinance is adopted.	Others opposed zoning at 250 Main Street, Towne Hill, and Sabins because they were not walkable and cited a goal to put housing in the downtown. The inference from those individuals was that they did only want housing development in the downtown and not in other areas.	
200	Insert language: Zone in progressively less dense sectors from the downtown outward to preserve the character of neighborhoods in accordance with Figure 30. Use a walkability index of approximately a 1/4 of a mile (the figure found in much planning literature) to accomplish this goal.	The zoing map does just that. The highest density is in the urban center and zoning districts become less dense as you move away from the downtown.	
201	Note 24. The Planning Director addresses only the part of the comments I made concerning the North Branch about balconies. I commented that there is a significant amount of green space behind the buildings from the on the west side of Main Street from the roundabout to School Street. Some historic structures directly abut the river, but the great majority of properties have some green space, with shrubbery, bushes, and mature trees. I requested that the zero setback from the river be dropped in favor of protecting the existing green space. This comment does not appear in the matrix at all. I herewith renew my request, and make the following suggestion:	See #69	See #69 for Council changes

202	no new construction be permitted closer than 20 feet to the North Branch in UC-2, and natural vegetation and trees will be planted and maintained in this buffer. If a green space of less than 20 feet exists on a lot proposed for redevelopment, that space must be preserved. Existing properties with no setback may continue to have no setback. This recommendation is based on preservation of the aquatic health of the river and aesthetics. Let's not have Montpelier be recognized as a city that canyonized the remaining green space along its rivers.	See #69	See #69 for Council changes
203	Note 69. This is out of numerical order, but notes 24 and 69 are related. I would suggest, in the example used, that if NECI were to be torn down, that development be allowed on the old footprint to the edge of the river, even though this flies in the face of good river conservation and environmentalism. Preserving existing green space in UC1 would protect the very attractive green area along the river by the Garage, for example. Even the thin fringe of trees on the eroding bank next to the parking lot behind Aubuchons adds color and vibrancy to this area, and, combined with the trees across the river, helps shade and cool the North Branch as it nears its confluence with the Winooski.	See #69	see #69 for Council changes
204	any existing green space less than 20 feet in width along the North Branch must be preserved in both UC1 and UC2 along the North Branch.	See #69	See #69 for Council changes
205	Note 25. I commented that proposed building size, roofs, and setbacks are out of character along Main Street from School to the roundabout. This may be Montpelier's most iconic historic street. It's quite lovely, and the viewer sees a great deal of green space in front and back yards and some side yards. There are a number of trees, a great deal of landscaping and shrubbery, and green lawns. The Planning Director only comments on density, when much of my concern was directed toward the egregiously out-of-scale building sizes that would be permitted there	See #25	See #25 for council changes
206	Insert: limit building heights to what exists now, only gable roofs of the same pitch as is found now be allowed, and front and side yard setbacks be limited to what exists now.	See #25	See #25 for council changes
207	The large parking lots behind the buildings on the east side of Main Street present opportunities for development, as a number of contestants in the Net Zero project demonstrated. I recommend that these parking lots be considered for zoning for dense development, with the street front properties limited to what exists now. This would be consistent with practices in numerous other communities that protect aesthetic and historic values of street front property but allow larger and more contemporary structures behind, in a manner designed to protect the qualities of the street front.	The areas ideinfied are zoned Urban Center 1 which is the most permissive and dense zoning designation we have.	

208	Note 34. A 4000 square foot footprint in Res 9000 would be completely out of character with this zone - indeed, in the city at large. A three story 4000 square footprint building would be a monstrosity in any residential neighborhood, adding up to 12,000 square feet of floor space. I think it's important to know the average square footage of buildings in all zones. Present zoning, at 3000 square feet, is also out of character with residential neighborhoods. Direct the Planning Commission determine the average building footprint in all residential zones, and limit new buildings to a reasonable per cent of that number, or limit any new construction to 20% of the building existing on the lot.		See #34 for Council changes
209	Note 38. Change the City's playing fields on Elm Street to Mixed Use Residential. This is preposterous. The city is limited in its recreational opportunities now. Is the Planning Director seriously recommending zoning for development for the Mountaineers' ball field, the other playing fields, tennis courts and the swimming pool, thus eliminating those uses? Does he believe that there is a logical reuse for the playing fields other than recreation? This proposal should be dropped for the recreation fields. Keep it for Turtle Island and CCV. And certainly protect these and all other recreational and park facilities in the City with appropriate zoning.	In looking at the zoning for the two recreation fields I had interpreted the color on quick glance as Residential 9000 meaning these fields would be non-conforming uses. I figured to roll them into MUR because many activities in that area reflect a commercial impact (rather than a residential one). The proposed zoning actually has them as municipal lands which allow these recreational uses. That was my mistake misreading the map. I think the proposed zoning can remain municipal (that works fine) but could work as MUR if public-private partnerships were going to be considered in the future (treating the area as if it is commercial). It's a policy decision. Probably cleanest to keep as municipal lands.	See #38 for Council changes
210	Note 110. This addresses a proposal to allow the DRB to waive common open space for infill housing if the development is within 1/4 mile of a park, school, or the State House lawn. Has the School Board, the Recreation Commission, or the state, been consulted on this proposal? It appears to tell residents of these developments, if the waiver is allowed, to head over to the nearest school, park, or State House lawn to recreate. Does that include barbecues? Alcohol consumption? How would this play out if school is in session? As I noted above, the city needs more recreational opportunities, and providing open space at infill developments, and other developments where this idea might apply, is good planning. The proposal, seemingly ill-thought-through, would lead to potentially incompatible demands of school yards, parks, or the State House lawn and increase pressure on our already limited recreational opportunities.		See #119 for Council changes
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213	From Nemeth PLC on behalf of Goldman		
214	Sent 7 page packet with attachments outlining concerns with the Natural Resources Inventory Map.	The information was sent to David Rugh (City Attorney) and he is comfortable with the City map and does not believe we need to make any changes to address concerns raised. Rugh's review was specific of the scientific basis of the data layers being questioned.	Please see Goldman 1 reply memo dated October 5, 2017

2017 Council Public Input comments and changes (October 20, 2017)

215	3006. One specific concern worth noting is with the 500 foot vernal pool buffer. Mr Nemeth points out that the state has a requirement of only 50 feet so the city will be enforcing 10 times the state setback.	I see both sides as staff. 500 feet is very big but 3006 has rules that allow some development in this area. Council should consider if enough latitude is there to make sure the property interests are protected	Please see Goldman 1 reply memo dated October 5, 2017
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218	Castellano #2 memo		
219	recommendation to reduce densities on the west side of Sabins Pasture and not allow development on the east side.		See #32 for Council decision - No change
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222	Additional staff comments		
223	Figure 2-01. Needs clarification on 5th and 6th story setback in UC-1 district. Does this apply just to front setbacks or all setbacks?	Two solutions. One is to delete the requirement all together. Many of the 6 story buildings that exist today in UC-1 do not have that setback (Pavillion Building). That was built in as a requirement when UC was one big district that included areas that are now in UC-2 (which does not have this requirement). Second option is to designate which setbacks this applies to. I would recommend striking the 5th and 6th story requirement but if the council would like to maintain it then I would suggest applying only to the front setback.	
224	strike 3002.H(6) no longer applicable as buildings are no longer measured in stories.	Self explanatory.	Council agrees to strike 3002.H(6)
225	Remove Inn from Res 17 on Table 2-14	Councilor request. Staff agrees it makes sense.	
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228	VCFA requested change to zoning map- see attached	Staff supports changes as presented on the map	
229	VCFA requested change to the design control boundary	Staff supports changes even though I acknowledge that the Planning Commission would likely say that VCFA should wait until design review boundary is revisited in 2018.	
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231	Goldman requested change to zoning map		
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