



Agenda for Regular City Council Meeting

**City Council Chambers, City Hall
Wednesday, June 15, 2016
6:30 P.M.**

- 1) Call to Order by the Mayor
- 2) 16-178. Review and Approve Agenda
- 3) 16-179. General Business and Appearances
- 4) 16-180. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes from the June 8, 2016 City Council Meeting
 - b) Approve Purchase Order to Cody Chevrolet for Replacement of DPW Truck #27
 - c) Approve Contract for Water Treatment Facility Software and Hardware Upgrade
 - d) Approve WRRF (Water Resource Recovery Facility) Engineering Services Contract
 - e) Approve East State Street CSO Engineering Services Contract
 - f) Approve Northfield Street Engineering Services Contract
 - g) Approval for Clean Water State Revolving Loan Fund (CWSRLF) and Drinking Water State Revolving Loan Fund (DWSRLF) Applications
 - h) FY17 \$1,750,000 Tax Anticipation Note
 - i) Approve closure of Langdon Street on Sunday, July 3rd, from 3:00 P.M. to 2:00 A.M., for McGillicuddy's Annual Celebration

- j) Approve contract for FY17 Cleaning Services at the Public Works Garage and Wastewater Treatment Plant 
 - k) FY17 MOU (Memorandum of Understanding) with Just Basics 
 - l) FY17 MOU with Good Taste Catering 
 - m) FY17 Contract with First in Fitness 
 - n) Payroll and Bills
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- 5) 16-181. Appointments to City's Conservation Commission 
 - 6) 16-182. Zoning – Part 2 
 - 7) 16-183. Water and Sewer 50-Year Plan 
 - 8) 16-184. Taxi Ordinance – 1st Reading/Public Hearing 
 - 9) 16-185. Presentation from Montpelier's Housing Task Force Regarding Homelessness 
 - 10) 16-186. Goal: Steady State 
 - 11) 16-187. Other Business
 - 12) 16-188. Council Reports
 - 13) 16-189. Mayor's Report
 - 14) 16-190. City Clerk's Report
 - 15) 16-191. City Manager's Report
 - 16) Adjournment

Minutes of the Montpelier City Council Meeting
June 8, 2016, 5:30 PM
City Council Chambers

In attendance: Mayor John Hollar (Chair), Councilors Justin Turcotte, Dona Bate, Anne Watson, Tom Golonka, Jean Olson and Anne Watson. Councilor Jessica Edgerly Walsh was not present. City Manager William Fraser was in attendance. City Clerk John Odum served as Secretary of the meeting.

The meeting was called to order by the Mayor at 5:30. Members of the Planning Commission were also present for a concurrent meeting.

- 16-164. Planning and Development Director Michael Miller offered a presentation to initiate the discussion of the proposed expansion of the the Design Review District. Kim Cheney (Planning Commission Chair) and Jon Anderson (planning Commission Vice Chair), joined Mr. Miller at the front table.

Comments and concerns were offered from Dave Bellini, Ben Huffman, Sandy Vitzthum, Steve Murphy, Rebecca Copans, Arthur Foelsche, Joel Hartman, Al Richey, Susan Abdo, Charlie Wheeler, Ron Wild, Linda Benoit, Leslie Walz (Planning Commission member), Roger Weingarten, Mary Andes, Eileen Simpson (Planning Commission member), Ruth Hare, Diane Ziegler, Eric Gilbertson (Design Review Committee member), Kaj Samson and Devon Coleman (State Architectural Historian), There was some back and forth discussion between commenters, Councilors and Messrs. Miller and Anderson.

The Chair called for a recess at 7:33PM. The meeting reconvened at 7:43.

The discussion on Design Review continued, with statements from Bob Shiel, Jon Anderson, Kim Cheney, and further comment from Ben Huffman. No formal action was taken.

- 16-165. Hearing no objection, the proposed agenda was approved by unanimous consent.
- 16-167. After a brief discussion, Councilor Bate moved approval of the Consent Agenda, with the proposed street closings approved contingent on those streets' businesses having been informed. Councilor Watson seconded and the motion carried unanimously after further brief discussion.
- 16-168. The 2nd Reading/Public Hearing on the proposed Parking Ordinance amendment opened at 8:07. Tom McLeod spoke to the Council. After a brief discussion, Councilor Bate moved the Council continue the hearing to the July 13 meeting and was seconded by Councilor Turcotte. The motion carried unanimously at 8:13.
- 16-169. The Council received a power point presentation from consultant Peter Fairweather to initiate a discussion of the proposed Economic Development Strategic Plan. Participating in the discussion were Ruth Hare, Planning Director Miller, Montpelier Alive Director Ashley Witzenberger and Montpelier Alive Chair Sarah Jarvis.

Councilor Bate moved the Council adopt the Economic Development Strategic Plan and direct staff to put together a plan for implementation, including exploring the possibility of Montpelier Alive as a partner. The motion was seconded by Justin. Further discussion followed. The Chair ruled a proposed amendment from Councilor Turcotte to be out of order (amend to add that the plan should be added to the next meeting consent agenda).

The motion carried on a 4-2 vote (Councilors Golonka and Turcotte voting nay, all other councilors present, along with the Mayor, voting aye).

16-170. Planning Director Miller introduced a discussion on the city's Growth Center. Councilor Watson moved the Council approve the recommended revision to the growth center boundary for submission to the Downtown Board. Councilor Olson seconded. The motion carried 4-0 (Councilor Turcotte abstained).

16-171. Mr. Miller introduced the proposed new zoning and building fee schedule requested by the Council. A brief discussion followed. Councilor Golonka moved the Council accept the fees as recommended. Councilor Bate seconded. After further discussion, the motion carried unanimously.

16-172. There was brief discussion regarding the Council Goal "Keep Montpelier Affordable," but a complete discussion was informally postponed to a later meeting. No formal action was taken.

16-174. Councilor Bate noted her upcoming lack of availability. Councilor Olson expressed concerns about outreach to citizens affected by proposed Council actions.

16-176. The City Clerk noted that water/sewer bills were due on the 15th.

16-177. City Manager Fraser made note of the coming July 6 quick meeting. He also reported that Econo lodge had been cited for building violation, and that while an eminent domain action would not be viable, the housing authority may have some interest in trying to develop the property. He added that he had reached out to the Econo Lodge attorney. Some discussion followed.

Mr. Fraser went on to remind councilors of the coming personnel hearing next Tuesday (a brief discussion followed), noted the 21st century policing conference Friday at Capitol Plaza, commented on the need to set a meeting of the Water/Sewer Rate Committee soon, took note of the study of street topology underway, and finally indicated that Finance Director Sandra Gallup had announced she would be retiring.

Councilor Watson gave an update on the railroad pesticide spraying issue. A brief discussion followed.

Hearing no objection, the Chair adjourned the meeting my unanimous consent at 9:30PM.



CITY COUNCIL Agenda Item #16-181

Date: June 15, 2016

Consent __ Discussion x

SUBJECT: Appointments to the City's Conservation Commission

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Appoint applicants as outlined below; possible direction to staff to re-advertise for those seats now vacant; or, because there were no new applicants, possibly encourage staff and current members to recruit for Council appointment.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: Staff advertised for two terms which expire this month: JD Fox's 4-year term and Alternate John Jose's 1-year term. When a copy of the ad was sent to all Commission Members, it was learned that Jim Murphy (3-year term to expire in February, 2017) and Chris Hilke (3-year term to expire in January, 2018) had recently resigned. What has transpired is as follows:

JD Fox would like to take John Jose's Alternate seat for 1 year.

John Jose would like to swap and fill JD's 4-year term.

The other current Alternate, Emily Byrne, would like to fill Chris Hilke's 3-year term which expires in January, 2018.

This now leaves Emily's Alternate 1-year seat vacant, as well as Jim Murphy's 3-year term.

SUPPORTING DOCUMENTS: Copy of ad (Times-Argus, City's website and Front Porch Forum); List of Members; E-mail exchanges from those wishing to remain on the Commission.

INTERESTED PARTIES: Conservation Commission; Applicants; Planning & Community Development Office

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to be "W. J. Fox", written over the City Manager's Approval line.



America's Small Town Capital

Mayor John Hollar

William Fraser
City Manager

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

Jessie Baker
Assistant City Manager

May 31, 2016

The Times-Argus

Please insert the following with City of Montpelier notices on Thursday, June 2nd and Monday, June 6th, 2016. Thank you!

CITY OF MONTPELIER **Conservation Commission Vacancies**

The City of Montpelier is seeking citizens interested in filling two expiring terms on the City's Conservation Commission: One is a regular 4-year term and the other is an Alternate 1-year term. Letters of interest and/or resumes should be submitted to the Office of the City Manager, City Hall - 39 Main Street, Montpelier (or by e-mailing spitonyak@montpelier-vt.org) by noon on Thursday, June 9, 2016. The City Council will make these appointments at their June 15th meeting; applicants are encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws. Questions should be directed to Commission Chair Roy Schiff: 223-7214.

William J. Fraser
City Manager

CONSERVATION COMMISSION

<u>Members:</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Roy Schiff, Chair	1/25/06 1 st /Alt.	2/13/14
45 Foster Street	10/11/06 1 st /Full-time	2/12/17
223-7214	2/13/08 2 nd	
royschiff12@gmail.com	1/20/11 3 rd	
	2/12/14 4 th	
	(3-yr. term)	
Ben Eastwood	11/13/13 1 st	2/13/14
241 Main Street	(3-yr. term)	
(802) 477-3399	02/12/14	2/12/15
ben.eastwood.energy@gmail.com	(1-yr. term) Alt.	1/22/15
	chose to switch to	1/15/17
	Alternate – let Jim	
	Murphy take his slot	
	03/26/14 2 nd	
	back to “ft” filling Freeman’s	
	unexpired	
	01/14/15	
	(2-year term)	1/15/17
Jim Murphy	2/12/14 1 st	2/12/17
8 Hebert Road	(3-yr. term)	
(802) 595-5268 (Cell)		
jmurphy@nwf.org		
Charles Hohn	1/14/15 1 st Alt.	
282 Main Street	6/24/15 1 st Reg.	6/25/18
(310) 977-6556	(3-yr. term)	
223-4199 (H)		
naturalist.charlie@gmail.com		
Christopher J. Hilke	8/19/09 1 st	1/20/13
144 Main Street – Apt. #5	1/20/11 2 nd	
(301) 471-1041 (Cell)	1/24/13 3 rd	1/22/15
christopherjhilke@gmail.com	1/14/15 4 th	1/15/18
	(3-yr. term)	
John D. Fox	10/09/13 1 st	6/25/16
96 Barre Street – Apt. #2	(4-yr. term)	
(802) 505-3406		
(A. Hoffmeier’s unexpired)		
johndfoxservices@gmail.com		
James Brady	1/14/15 1 st	6/15/17
242 Elm Street – Apt. 2	(2-yr. term)	
(802) 598-8745		
james.brady@state.vt.us		

Conservation Commission continued:

	<u>Effective Date</u>	<u>Expiration Date</u>
<i>Alternates (1-year terms) ...</i>		
Emily Byrne	1/14/15	1/15/16
51 Prospect Street	1/13/16	1/15/17
(315) 382-4486		
Emilybyrne85@gmail.com		
John Jose	6/24/15	6/15/16
9 Cummings Street		
(570) 445-0173		
jjose@ptd.net		

On December 3rd, 2008, Council adopted an Amendment Resolution to create the Montpelier Conservation Commission which would create two (2) ex-officio youth (age 15-18) members to the Commission for renewable one-year terms.

Isaac Mears (notified of his participation on 1/15/15)
c/o Montpelier High School
mearsi@mpsvt.org

Asa Richardson-Skinder Appointed 9/23/15
c/o Montpelier High School
richardsona@mpsvt.org

(Matt McLane is a "contact" for these students at the high school as well:
Matt@mpsvt.org)

Geoff Beyer - Parks Liaison
200 Dillon Road
223-7335 (W)
249-2424 (Cell)
geoffbeyer@gmail.com

Sandy Pitonyak

From: JD Fox <jdfoxpresents@gmail.com>
Sent: Monday, May 30, 2016 1:13 PM
To: Sandy Pitonyak
Cc: johndfoxservices@gmail.com; John Jose; royschiff12@gmail.com; Ben Eastwood; jmurphy@nwf.org; Charlie Hohn; Chris Hilke; Brady, James; Emily Byrne
Subject: Re: Two Terms Expiring on the Conservation Commission

With all of John Jose's MCC work, I nominate him for my expiring 4-year term, abdicating my bid for it. I would be interested in the alternate term instead.

Best,
JD

Sandy Pitonyak

From: John Jose <jjose@ptd.net>
Sent: Thursday, June 09, 2016 5:54 PM
To: Sandy Pitonyak; royschiff12@gmail.com; johndfoxservices@gmail.com; 'Emily Byrne'
Subject: RE: conservation commission

Sandy, I am good with swapping places with JD and taking a regular, vs. an Alternate, seat on the Commission.

I wanted to let you know that Chris Hilke and Jim Murphy resigned their positions over the past few months. We would like to promote John Jose and Emily Byrne to the full-time slots and advertise for the alternates.

Thanks.

Roy

Sandy Pitonyak

From: Emily Byrne <emilybyrne85@gmail.com>
Sent: Friday, June 10, 2016 6:20 AM
To: Sandy Pitonyak
Subject: RE: conservation commission

Hi Sandy,

In light of some recent resignations of some of the conservation commissioners I am seeking appointment to Chris's vacated seat. I have served as an alternate on the conservation commission for nearly a year and a half. I have enjoyed serving the city on the conservation commission and would be excited to continue working with the commission as a full commissioner for the next few years.

Thanks,
Emily



CITY COUNCIL Agenda Item #16-185

Date: June 15, 2016

Consent ☐ Discussion ☒

SUBJECT: Update Council on action steps from the Community Conversation on Homelessness in Montpelier

SUBMITTING DEPARTMENT: Planning Department

RECOMMENDED ACTION: None

RELATED COUNCIL GOAL/PRIOR ACTION:

Council Goal A – Keep Montpelier Affordable For Residents
and

Council Goal D – Create and Maintain a Healthy Environment for Housing and Economic Growth

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: None

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The Housing Task Force, in collaboration with the Good Samaritan Haven, held an event on May 16, 2016 at the Christ Church in Montpelier. The goals of the event were to frame the problem, describe individual experiences with homelessness, outline the current efforts underway to assist homeless persons and brainstorm ways in which to address the ongoing challenges.

SUPPORTING DOCUMENTS: None

INTERESTED PARTIES: Housing Task Force and Planning Commission

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.



CITY COUNCIL Agenda Item #16-180(g)

Date: June 15, 2016

Consent ☒ Discussion ☐

SUBJECT: Clean Water State Revolving Loan Fund (CWSRLF) and Drinking Water State Revolving Loan Fund (DWSRLF) Application Approvals

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve the applications for funding for the CWSRLF for the WRRF improvements, the East State Street CSO Project and the Northfield Street Sewer System Improvements Project and for the DWSRLF for the Northfield Street water system improvements; the signature of the funding application by a majority of the City Council is required. One signature page will be accepted for all applications with the approval of all of the identified funding applications by the City Council.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: Water Fund, Sewer Fund

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The Public Works Department is recommending that the City apply for funding through the CWSRLF for Northfield Street sewer improvements, WRRF upgrades and the East State Street CSO Elimination Project. This will allow for low interest loans to complete the preliminary engineering work and will provide for a subsidy of up to 50% on engineering fees. Additionally, DPW recommends applying for the DWSRLF for low interest loans to complete preliminary engineering on the water system on Northfield Street. A separate application will need to be approved for final design and construction at a later date.

SUPPORTING DOCUMENTS: Funding Applications

INTERESTED PARTIES: DPW / Sewer Rate Payers / Water Rate Payers

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", written over a horizontal line.

Water Infrastructure

FINANCING PROGRAMS

VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

State Revolving Loan Programs

MUNICIPAL FUNDING APPLICATION

IMPORTANT: Please select a Loan Type before completing the application. The Loan Type is used to set up the rest of the form. The expectation is that this entire form will be completed electronically.

LOAN TYPE

This section may be completed by engineer or applicant

Please submit a draft Engineering Services Agreement with this application if applicable

This loan will be used for (choose one):

- | | |
|---|---|
| ☐ Step I Drinking Water Loan (Feasibility & Planning) | ☒ Step I Clean Water Loan (Feasibility & Planning) |
| ☐ Step II Drinking Water Loan (Final Design) | ☐ Step II Clean Water Loan (Final Design) |
| ☐ Step III Drinking Water Loan (Construction) | ☐ Step III Clean Water Loan (Construction) |
| ☐ Drinking Water Loan Amendment | ☐ Clean Water Loan Amendment |
| ☐ Municipal Source Water Protection Loan | ☐ Pollution Control Grant |
| ☐ Planning Advance | |

APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT

City of Montpelier

SYSTEM NAME

Montpelier Sewer Fund

WSID NUMBER

MAILING ADDRESS

39 Main Street

TOWN

Montpelier

STATE

VT

ZIP

05602

PHONE

802-262-6253

DATE OF APPLICATION

TAX ID

03-6000579

DUNS NUMBER

024104655

CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

CONTACT NAME

Sandra Gallup

TITLE

Finance Director

MAILING ADDRESS

39 Main St, Suite 6

TOWN

Montpelier

STATE

VT

ZIP

05602

PHONE

262-6253

EMAIL ADDRESS

sgallup@montpelier-vt.org

Add Alternate Representative

ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

This section may be completed by engineer or applicant

FIRM NAME

Aldrich + Elliott

CONTACT NAME

Wayne Elliott, PE

MAILING ADDRESS

6 Marketplace, Suite 2

TOWN

Essex

STATE

VT

ZIP

05452

PHONE

(802) 879-7733

EMAIL ADDRESS

welliott@aeengineers.com

LOAN REQUEST

This section may be completed by engineer or applicant

Project Title: Montpelier Water Resource Recovery Facility Improvements

Please fill in costs for all that apply to this project:

Project Scope Category	Amount Requested
Step I - Feasibility Studies & Preliminary Engineering	\$51,300
Step II - Final Design Engineering	
Step III - Construction Engineering & Construction Costs	
Source Exploration - Hydrogeology, Pump Testing, Well Drilling, etc.	
TOTAL -->	\$51,300

Please describe who will benefit from the proposed project:

The sewer customers of the City of Montpelier and Town of Berlin.

Please provide a description of the project as it relates to this loan. Include specifications and materials used, water sources, and treatment facilities (attach sheets if necessary):

The study includes evaluation of upgrades at the WRRF to include; headworks, primary clarifiers, aeration, secondary clarifiers, sludge dewatering, and anaerobic digestion.

LOCAL FUNDING AUTHORIZATION (not applicable to planning-only loans)

This section may be completed by engineer or applicant

Has a legal vote on the authorization to borrow for an SRF loan occurred?

☒ Yes ☐ No

*Attach a copy of the legal warning and recorded vote or resolution authorizing such debt and attach bond counsel opinion letter.
The clerk must certify these as true copies.*

SITE INFORMATION

This section may be completed by engineer or applicant

*An attorney's legal opinion may be required regarding the site or sites where the project will be located.
The Facilities Engineering Division's Construction Section will make this determination for the project.*

Do you own all land or possess all the easements or rights-of-ways for project sites?

☒ Yes ☐ No

PROJECT COST ESTIMATE (only fill in estimated costs for items that apply)

This section should be completed by the engineer

Project Cost Estimates & Sources of Funding

Activity	State Grant Title 10 VSA						
	CWSRF	Local Share/ VMBB	1624a (CSO) 25%	1625 (DWF) 35%	1625e (PO4 Removal) 100%	1626a (Sludge/ Septage) 50%	Other
Step I Engineering	\$52,000.00						
Step II Engineering	\$260,000.00						
Step III Engineering	\$480,000.00						
Contract 1	\$3,800,000.00						
Contract 2							
Contract 3							
Contingency	\$380,000.00						
Legal/Admin	\$15,000.00						
Land Acquisition							
Other							
TOTAL -->	\$4,987,000						

Source of estimates: 2014 Planning Study

Date of estimate: May 1, 2014

Engineering New Record (ENR) Construction Cost Index: 9,700

Date of Reference (MM/YYYY):

ESTIMATED PROJECT SCHEDULE

This section should be completed by the engineer

Date preliminary engineering report will be completed by: Feb 1, 2017

Date final design plans and specifications will be submitted by:

Date bids will be advertised by:

Date contracts will be awarded by:

Date that construction will begin by:

Date project will be completed by:

ESTIMATED SPENDING SCHEDULE OF BOND PROCEEDS

This section may be completed by engineer or applicant

Quarter	Year	Amount
Add Another Quarter		
TOTAL -->		

REVENUES

This section should be completed by the applicant

What is the Applicant's fiscal year?

User Rate Revenue Table

	Current FY - 2	Current FY - 1	Current FY	Current FY + 1	Current FY + 2
Amount Billed	\$2,138,410	\$2,204,760	\$2,354,550	\$2,277,550	\$2,323,100
Amount Collected	\$2,150,856	\$2,154,567	\$2,411,907	\$2,277,550	\$2,323,100
Amount Uncollected/Outstanding	\$87,164	\$137,357	\$80,000	\$80,000	\$80,000
Estimated Amount of Commercial Revenue	\$731,910	\$843,849	\$650,000	\$750,000	\$750,000

Does the system use tax revenue to support any water related activities, including capital projects?

☒ Yes ☐ No

What is the source of the revenue (special assessment, general fund, 1%, impact fees, etc.)?

Sewer Benefit Fee 1 cent on \$100 property value and CSO Benefit Fee 7 cents on \$100 property value

Will taxes or fees need to be adjusted based on the proposed project?

☐ Yes ☒ No

Taxes Supporting System Revenue

	Current FY - 2	Current FY - 1	Current FY	Current FY + 1	Current FY + 2
Amount Billed	\$859,128	\$770,249	\$765,475	\$769,000	\$769,000
Amount Collected	\$859,128	\$770,249	\$765,475	\$769,000	\$769,000
Amount Uncollected/Outstanding	\$0	\$0	\$0	\$0	\$0

WATER FEE BASIS & RATES (only applicable to public community water systems)

This section may be completed by engineer or applicant

What is your current method to assess water fees (check the description that most closely matches your methods)?

- ☐ Metered/Variable Rate - Rates are based on a metered rate (flow rate) in addition to a fixed rate (base rate).
- ☐ Unmetered Flat Rate - Customers are charged a flat rate that does not vary based on flow.

- ☐ Both Metered & Unmetered - There is a combination of metered and unmetered customers.
- ☐ Property Tax Based - Rates are based on property taxes.

Total Number of Residential Connections:

Total amount of water used last year by commercial, industrial, and institutional connections (gal or cuft):

Calculate Equivalent Residential Units (ERUs) by dividing the number above by 76,650 gal or 10,240 cuft.:

Total Equivalent Residential Connections (ERUs) -->

 0

EXPENDITURES / SYSTEM OPERATION & MAINTENANCE EXPENSES

This section should be completed by the applicant

Current Fiscal Year O&M Costs: \$3,352,723

Post Project Fiscal Year O&M Costs: \$2,578,980

Please attach a copy of your budget and projected budget.

EXPENDITURES / SYSTEM DEBT

This section should be completed by the applicant

What is the system's total long-term outstanding debt? \$6,780,005

What is the system's total annual long-term debt payment? \$808,789

Direct Debt			
	Total Principal Debt	Total Interest Payment	Total Payment
Current FY	\$665,426	\$143,363	\$808,789
Current FY + 1	\$671,032	\$132,859	\$803,891
Current FY + 2	\$627,475	\$125,319	\$752,794
Current FY + 3	\$595,194	\$207,791	\$802,985
Current FY + 4	\$833,405	\$219,736	\$1,053,141
Current FY + 5	\$800,084	\$207,090	\$1,007,174

Long-Term Debt Schedule			
Purpose of Long-Term Debt	Direct or Self-Supporting	Year of Last Payment	\$ Amount Outstanding
Sewer system improvement	Direct	2016	\$44,098
Sewer system improvement	Direct	2017	\$116,566
Sewer system improvement	Direct	2016	\$60,000
Sewer system improvement	Direct	2018	\$56,625
UV disinfection system	Direct	2024	\$880,000
Sewer system improvement	Direct	2020	\$177,485

CSO improvement	Direct	2025	\$1,741,709
CSO improvement	Direct	2022	\$96,650
Sewer system improvement	Direct	2022	\$185,191
CSO improvement	Direct	2023	\$275,455
CSO improvement	Direct	2024	\$252,897
CSO improvement	Direct	2025	\$381,807
Local share of CSO bond	Direct	2031	\$620,000
River Street sewer line	Direct	2028	\$280,000
VMERS refunding bond	Direct	2032	\$402,500
Energy efficiencies upgrade	Direct	2018	\$48,994
Sewer pump	Direct	2027	\$223,636
Sewer line improvement	Direct	2034	\$652,782
CSO/UV	Direct	2031	\$283,610
Add Another Long-Term Debt			
Total As of -->			\$6,780,005

Does the system have any authorized but unissued debt (excluding the debt requested in this application)?

☐ Yes ☒ No

Does the system have any future borrowing plans?

☒ Yes ☐ No

Please describe the system's future borrowing plans.

Borrow \$1.5 million for sewer line improvements on Northfield Street FY18/FY19

Are there other capital projects in the near term (5 years)?

☐ Yes ☒ No

Does the system have an annual or cumulative deficit?

☒ Yes ☐ No

Please describe your plans to retire the system's annual or cumulative deficit and to avoid deficits in the future.

The Sewer Fund does not have a cumulative deficit.
FY16 and FY17 have planned deficits to make much needed repairs and upgrades to wastewater treatment plant equipment but if septage and leachate revenues remain high, these deficits may not occur.

Do you intend to increase user's fees/charges to pay for this debt service:

☒ Yes ☐ No

Please describe your plan to increase user's fees/charges to pay for this debt service:

2% annual increase in user fees. Small increases in septage and leachate fees.

Do you anticipate a reduction in operating expenses or an increase in revenues as a result of these improvements?

☒ Yes ☐ No

Please explain the reduction in operating expenses or increase in revenues you anticipate will result from these improvements.

There will be a substantial reduction in water usage with this wastewater treatment plant upgrade. This will save a projected \$420,000 per year in water fees.

What are the economic trends in your municipality - jobs, population increases/decreases, housing starts, property values, etc.?

Economic factors :

Unemployment in the City, which stood at 3.2% (August 2015).

Montpelier's Vermont Personal Adjusted Gross Income increased 4.3% to \$60,839 which is higher than the Vermont average..

Montpelier's estimated median house or condo value in 2013 was \$212,762 (up 1.6%) which is lower than the Vermont average of \$218,300.

The City's population is 7,787 with slight decreases over the past few years.

The 2016 municipal budget provides for an increase slightly above the change in the consumer price index, with all additional revenues dedicated to infrastructure investments.

Our annual grand list growth is slow but steady averaging just under 1% annually.

The City also is moving ahead with two grant-funded projects; a new transit center on Taylor Street and a bike path through the city.

In addition to balancing and controlling the municipal budget, taxes and services, the City Council has identified the goals of being a bike and pedestrian friendly city and becoming the first "net zero (energy) capital city".

EXPENDITURES / SYSTEM RESERVE FUNDS

This section should be completed by the applicant

Does the system have any reserve funds?

☐ Yes ☒ No

Are you actively contributing to reserve funds in accordance with a short-term Asset Replacement Table (START)?

☐ Yes ☐ No

What does the system do with surpluses, if any?

In the past two years we have used surpluses to make repairs and upgrades to the wastewater treatment plant equipment.

Reserve Funds

	Current FY - 2	Current FY - 1	Current FY	Current FY + 1	Current FY + 2
Amount Available					
Amount Committed					
Amount Remaining					

Financial Documentation & Controls

This section should be completed by the applicant

Please submit 3 years audit financial statements. If not available, submit:

- 3 years statement of revenue and expenditure, AND;
- 3 years year-ending cash balance (checking, savings, and investment accounts)

Has anything occurred since the date of your last annual financial report or financial statement that would have a significantly negative effect on your revenues, expenditures, or ability to pay future debt service?

☐ Yes ☒ No

Did the system have more than one budget defeat in the last two years?

☐ Yes ☒ No

Does the system have any pending litigation in excess of \$10,000 on the system and/or the municipality?

☐ Yes ☒ No

If the system has its own retirement plan separate from VMERS, does it have any unfunded pension liabilities?

☐ Yes ☐ No

Describe the system's budget control system. Does the system use multi-year forecasting or interim (quarterly or monthly) financial reports to monitor your status?

The system uses the same budget control system as the City's General fund - same purchasing policies same monthly reporting. Monthly reports are sent out to City Council, City Manager and Department Heads.

Are all account records currently maintained for:

Checkbook ☒ Yes ☐ No ☐ Don't Know

By Whom: Finance Department staff

Comments:

Receipts ☒ Yes ☐ No ☐ Don't Know

By Whom: Finance Department staff

Comments:

Disbursements ☒ Yes ☐ No ☐ Don't Know

By Whom: Finance Department staff

Comments:

Deposit Slips ☒ Yes ☐ No ☐ Don't Know

By Whom: Finance Department staff

Comments:

Are bank statements reconciled on a regular basis?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Department staff and Treasurer

Comments:

Are bank accounts and ledger balances reconciled on a monthly basis?

☒ Yes ☐ No ☐ Don't Know By Whom: Senior Staff Accountant

Comments:

Are financial records maintained in a computerized system?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Department staff

Comments:

Are any financial records maintained in manual form?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Department staff

Comments:

Does the applicant maintain separate reporting for this utility?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Department staff

Comments:

Does someone other than the treasurer receive unopened bank statements and review bank reconciliations?

☒ Yes ☐ No ☐ Don't Know By Whom: Office Assistant, Accounting Manager, Senior Staff Accountant

Comments:

Does the same individual open the mail and deposit checks?

☐ Yes ☒ No ☐ Don't Know By Whom: Office Assistant opens the mail, Accounting Clerk deposits checks

Comments:

Does the organization receive payments in cash?

☒ Yes ☐ No ☐ Don't Know By Whom: All cash transactions occur in the City Clerk Treasurer's office

Comments:

Does the system have pre-numbered receipt books for cash payments?

☐ Yes ☒ No ☐ Don't Know By Whom: Finance and City Clerk staff

Comments:

Our software produces receipts for cash payments.

Are checks always written to specified payees and not to cash?

☒ Yes ☐ No ☐ Don't Know By Whom:

Comments:

Are pre-numbered checks used for all bank accounts?

☒ Yes ☐ No ☐ Don't Know By Whom:

Comments:

Are checks written by the same individual who approves payments?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Have there been any changes in authorized signatures during the fiscal year?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Has a signature stamp ever been used for any account?

☒ Yes ☐ No ☐ Don't Know By Whom: City Treasurer uses a signature stamp

Comments:

Is the organization professionally audited by a CPA?

☒ Yes ☐ No ☐ Don't Know By Whom: Fothergill, Segale Valley CPA

Comments:

Does the Authorized Representative assist in the audit planning process?

☐ Yes ☒ No ☐ Don't Know By Whom: Senior Staff Accountant

Comments:

Is a specific individual responsible for correcting audit findings?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Director

Comments:

Are regular financial reports prepared for the board?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Director

Comments:

Are budget to actual reports prepared for each department?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance Director

Comments:

Has the Authorized Representative borrowed money from the utility?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Has the organization had a theft, embezzlement or wire fraud in the last 5 years?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Has the Treasurer or CFO participated in any business which does business with the system/utility?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Does the system loan money to employees?

☐ Yes ☒ No ☐ Don't Know By Whom:

Comments:

Have board members attended financial trainings?

☒ Yes ☐ No ☐ Don't Know By Whom:

Comments:

City Council members attend VLCT trainings

Has the Treasurer/CFO attended trainings on recordkeeping?

☒ Yes ☐ No ☐ Don't Know By Whom:

Comments:

Finance Staff attend VLCT trainings

Does the system have written financial policies and procedures?

☒ Yes ☐ No ☐ Don't Know By Whom: Finance staff

Comments:

Does each employee have copies of these policies and procedures?

☒ Yes ☐ No ☐ Don't Know By Whom:

Comments:

digital copies available in shared computer drives

ADDITIONAL COMMENTS

Provide any additional comments for your application here:

PLANNING LOAN CERTIFICATIONS & SIGNATURES

The legislative body hereby agrees:

(a) That if a loan is made, the applicant will pay the remaining costs of the approved planning project in excess of the loan amount;

(b) That the planning effort will be undertaken in strict accord with engineering services agreements approved by the Department of Environmental Conservation;

(c) To provide continuing oversight of the planning process;

(d) That it will submit to the Department of Environmental Conservation and to the Vermont Municipal Bond Bank, such documents and information related to this project as they may require;

(e) To maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB);

(f) That it will submit within 4 months of completion (approval of the planning document(s) by the Owner and the Department

of Environmental Conservation) documentation of costs for each contract and its associated work;

(g) That it will set, collect and apply rates, charges and assessments as authorized under Title 24 Sections 3507, 3613, 3615, and 3616 sufficient for the purpose of generating annual revenue to repay the principal and the interest on the municipal bond or other debt instrument which evidences the loan by the Vermont Municipal Bond Bank;

(h) That it will comply with all applicable state and federal requirements pertaining to the project, including but not limited to requirements of Section 603 of the Clean Water Act;

(i) That the planning effort will include as appropriate, the following, which will be required prior to obtaining a Clean Water State Revolving Fund loan for construction of the facilities.

(1) Establishment of a fund (Sinking Fund) under Section 2804 of Title 24 or by other means permitted by law to repair, replace, improve or enlarge the project for which this loan is made.

(2) Adoption of a capital budget and program pursuant to 24 V.S.A., Chapter 117, for meeting the wastewater needs of the municipality.

(3) Acquisition of adequate interest in major project sites (treatment facilities, pump stations, and collection systems) to allow undisturbed use and possession for the purposes of construction, operation and maintenance of the proposed facilities.

(4) Investigation of environmental impacts and completion of the Environmental Information and Documentation report required for Clean Water State Revolving Loan Fund projects.

(j) To include in the preliminary engineering report a fiscal sustainability plan (FSP) that includes:

(1) An Inventory of critical assets that are a part of the treatment works;

(2) An evaluation of the condition and performance of inventoried assets or asset groupings;

(3) A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the FSP.

Legislative Body Certification

The Applicant Legislative Body certifies that it possesses the legal authority to apply for the DWSRF loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's Legislative Body authorizing the filing of the application. A resolution, motion, or similar action has been duly adopted or passed authorizing the person identified herein as the authorized representative of the Applicant in connection with the project for the purpose of furnishing information, data and documents pertaining to the project as required by the State of Vermont.

Legislative Body Authorization Date:

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

REPRESENTATIVE SIGNATURE

PRINT NAME

Clerk Certification

Clerk Signature Date:

SIGNATURE OF CLERK

PRINT NAME

Submit completed application and all attachments via email to:

Winslow Ladue, Financial Program Manager

[phone] 802-498-7374 [email] winslow.ladue@state.vt.us

Department of Environmental Conservation

Facilities Engineering Division





CITY COUNCIL Agenda Item #16-180(j)

Date: June 9, 2016

Consent x Discussion

SUBJECT: FY2017 Cleaning Services at the Public Works Garage and Wastewater Treatment Plant.

SUBMITTING DEPARTMENT: Department of Public Works

RECOMMENDED ACTION: Approval of Contract between City and Lloyd Franks.

RELATED COUNCIL GOAL/PRIOR ACTION: G: Steady State –Facilities Maintenance

EXPENDITURE REQUIRED: \$12,140.00 per annum

SOURCE OF FUNDS: FY2017 Budget (\$9,105 from General Fund; \$3,035 from Sewer Fund).

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: On Thursday, June 9, 2016, four bids were received for Cleaning Services at Public Works Buildings for the Fiscal Year 2017. The low bid was submitted by Lloyd Franks of Plainfield, our current vendor. The bid price of \$12,140 includes all daily and weekly work at 783 Dog River Road and 949 Dog River Road, plus annual window washing, floor stripping and waxing, and carpet cleaning at both locations. This amount is within budget for both funds.

SUPPORTING DOCUMENTS: Bid Tabulation

INTERESTED PARTIES: Department of Public Works

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "L. Franks", written over the City Manager's Approval line.



CITY COUNCIL Agenda Item #16-180(b)

Date: June 15, 2016

Consent x Discussion

SUBJECT: Truck #27 Cab & Chassis Replacement

SUBMITTING DEPARTMENT: Department of Public Works, Equipment Division

RECOMMENDED ACTION: Approval of Purchase Order to Cody Chevrolet, for replacement of Truck #27.

RELATED COUNCIL GOAL/PRIOR ACTION: Steady State –Equipment (Goal G)

EXPENDITURE REQUIRED: \$22,368.00

SOURCE OF FUNDS: FY2017 Budget (\$63,000 in Capital Equipment Plan for complete truck).

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: On Tuesday, June 7, 2016 two bids were received for the purchase of a replacement for Truck #27. The low bid was submitted by Cody Chevrolet of Montpelier. The bid price of \$48,495 for a 2017 12,000 GVW 4WD Cab & Chassis was reduced by the offer of \$15,000 in trade for a 2009 F350 Dump Truck, and \$11,127 in Municipal Discounts, resulting in a total bid price of **\$22,368.00** for this equipment. Delivery is expected in 8-10 weeks from the order date. The Dump Body and Hydraulics will be bid at a later date, at an estimated cost not to exceed \$32,000, for a final expenditure of approximately \$55,000, which is within budget.

SUPPORTING DOCUMENTS: Bid Tabulation Attached

INTERESTED PARTIES: Department of Public Works

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to be "W. J. Fran", written over the "CITY MANAGER'S APPROVAL:" text.



CITY COUNCIL Agenda Item #16-180(e)

Date: June 15, 2016

Consent x Discussion

SUBJECT: East State Street CSO Engineering Services Contract Approval

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve an engineering services contract with Green Mountain Engineering for preliminary engineering services on the East State Street combined sewer separation project and assign the City Manager as duly authorized agent for the contract.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: \$29,616

SOURCE OF FUNDS: Sewer Fund, State Revolving Loan Funds

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The City is under a 1272 Order to eliminate Combined Sewer Overflows (CSO's). The majority of East State Street is tied into the sewer system and is a major contributor to CSO's at the overflow structure at the intersection of Main Street and Barre Street.

SUPPORTING DOCUMENTS: Engineering Services Agreement

INTERESTED PARTIES: DPW / Sewer Rate Payers

CITY MANAGER'S APPROVAL:

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

GREEN MOUNTAIN ENGINEERING, INC.

1438 South Brownell Road

P.O. Box 159

Williston, VT 05495

(802) 862-5590

June 6, 2016

Mr. Thomas McArdle, Public Works Director
City of Montpelier
39 Main Street
Montpelier, VT 05602-2950

RE: Engineering Services Agreement for Step I Study/Report
East State Street CSO Project
Engineer's Project No. 26-014.10

Dear Mr. McArdle;

This AGREEMENT is written pursuant to the City of Montpelier (OWNER) request for Green Mountain Engineering, Inc., (ENGINEER) to provide professional engineering services as outlined below.

SCOPE OF SERVICES

Professional engineering services are to be performed by the ENGINEER as detailed in **Attachment No. 1** of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this AGREEMENT, the CLIENT agrees to compensate the ENGINEER as follows:

I. Basic Services –

Step I Study and Report Phase	<u>\$ 29,616.00</u>	(Lump Sum)
-------------------------------	---------------------	------------

Total amount of items to this AGREEMENT	<u>\$ 29,616.00</u>
---	---------------------

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the OWNER will be limited to the lump sum fee indicated for each LS work item above.

All invoices/bills (see **Attachment No. 5**) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each invoice/bill. All invoices/bills to the OWNER will be formatted to comply with the current State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.

It is understood that the ENGINEER's labor rates are adjusted annually in January, and that the fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to **Attachment No. 2 – Schedule of Fees, Attachment No. 3 – Reimbursable Expenses** and **Attachment No. 4A, 4B, & 4C – Level of Effort**

TERMS AND CONDITIONS

Refer to **Attachment No. 6** for the **Terms and Conditions** that govern this AGREEMENT and any fully executed Amendment(s).

EXECUTED AGREEMENT

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

DURATION OF SERVICES

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within 60 consecutive calendar days.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment Nos. 1 through 6, for the compensation and duration specified.

GREEN MOUNTAIN ENGINEERING, INC.



(signature)

By: Alan Huizenga, P.E.

Title: President

Dated: 6-9-16

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1 through 6.**

OWNER: City of Montpelier

Authorized Representative

Date of Execution

Witness to Signature

Executed in Duplicate

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

The ENGINEER will perform the following scope of services.

Based on a preliminary meeting with the OWNER, it is anticipated that the ENGINEER will evaluate the following alternatives in this P.E.R.

- A.** Separation Alternatives
 - 1. Alternative No. 1- Connect to existing State Street/Rialto Bridge Outfall Pipe with rehabilitation to pipe.
 - 2. Alternative No. 2- Construct new outfall pipe at State Street/Rialto Bridge.
 - 3. Alternative No. 3- Connect to existing Aubuchon Hardware Outfall Pipe.
 - 4. Alternative No. 4- Connect to existing Hazen Place Outfall Pipe.
- B.** Outfall Pipe Rehabilitation Alternatives
 - 1. Pipe Bursting
 - 2. Cured in Place Pipe (CIPP)
 - 3. Pipe Replacement
 - 4. Slip Lining
- C.** Treatment Alternatives
 - 1. Swirl Separation
 - 2. Oil/Grease Separators
 - 3. Green Stormwater Alternatives

I. FIELD WORK

- A.** The ENGINEER will gather and review existing documents including, but not limited to:
 - 1. Sewer interceptor plans.
 - 2. District heat plans.
 - 3. East Street sewer separation plans.
 - 4. Internal pipeline inspection logs and videos.
 - 5. Agency of Natural Resources GIS data for the City's stormwater system.
 - 6. Existing stream gauge data.
 - 7. Existing floodplain data.
- B.** The engineer will perform part-time observations of the Owner's internal pipeline camera work and review the resulting logs and videos.
- C.** The ENGINEER will field survey the existing outfalls along the Winooski River within the area of work to determine location, elevation, pipe size and type.
- D.** The ENGINEER will spend one (1) day in the field to look at the existing combined sewer and storm sewers within the study area to confirm pipe sizes, type, slope, and inlet data.
- E.** The ENGINEER will spend one (1) day in the field to delineate the drainage areas of the study area. A drainage area map will be prepared.

SCOPE OF SERVICES (Continued)

II. STORMWATER RUN-OFF/PIPE SIZING CALCULATIONS

- A. The ENGINEER will obtain the 25-year rainfall data from the NOAA (National Oceanic and Atmospheric Administration) ATLAS 14 data for use in run-off calculations.
- B. The ENGINEER will create a soils report from the USDA Web Soil Survey to obtain soils data for use in run-off calculations.
- C. The ENGINEER will perform run-off calculations in Hydro Cad for each of the alternatives evaluated in the study using the 25 year storm event.
- D. The ENGINEER will use Haestad's Methods computer program to determine the stormwater pipe sizes required for the 25 year rainfall event.

III. FIGURES

The ENGINEER will prepare the following figures for the Study:

Figure 1- Location Plan
Figure 2- Natural Resources Map
Figure 3- Hazardous Waste Site Map
Figure 4- Existing Conditions Map
Figure 5- Drainage Area Map
Figure 6: Alternative #1 (State's Street Existing Pipe & Outfall) Map
Figure 7: Alternative #2 (State's Street New Pipe & Outfall) Map
Figure 8: Alternative #3 (Aubochon Outfall) Map
Figure 9: Alternative #4 (Hazen Place) #4 Map
Figure 10: Treatment Alternatives Map
Figure 11: Green Infrastructure Alternatives Map
Figure 12: Proposed Project Map

IV. PRELIMINARY ENGINEERING REPORT

The ENGINEER will prepare a Preliminary Engineering Report in accordance with the State of Vermont, AND, DEC Facility Engineering format including the following:

SCOPE OF SERVICES (Continued)

- A. PROJECT PLANNING**
 - 1. Location
 - 2. Environmental Resources Present
 - 3. Population Trends
 - 4. Community Engagement
- B. EXISTING FACILITIES**
 - 1. Location Map
 - 2. History
 - 3. Condition of Existing Facilities
 - 4. Financial Status of any Existing Facilities
 - 5. Water/Energy/Waste Audits
- C. NEED FOR PROJECT**
 - 1. Health, Sanitation, and Security
 - 2. Aging Infrastructure
 - 3. Reasonable Growth
- D. ALTERNATIVES CONSIDERED**
 - 1. Description
 - 2. Design Criteria
 - 3. Map
 - 4. Environmental Impacts
 - 5. Land Requirements
 - 6. Potential Construction Problems
 - 7. Sustainability Considerations
 - a) Water and Energy Efficiency
 - b) Green Infrastructure
 - c) Other
 - 8. Cost Estimates
- E. SELECTION OF AN ALTERNATIVE**
 - 1. Life Cycle Cost Analysis
 - 2. Non-Monetary Factors
- F. PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)**
 - 1. Preliminary Project Design
 - 2. Project Schedule
 - 3. Permit Requirements
 - 4. Sustainability Considerations
 - a) Water and Energy Efficiency
 - b) Green Infrastructure
 - c) Other
 - 5. Total Project Cost Estimate (Engineer's Opinion of Probable Cost)
 - 6. Annual Operating Budget
 - a) Income
 - b) Annual O&M Costs
 - c) Debt Repayments
 - d) Reserves
- G. CONCLUSIONS AND RECOMMENDATIONS**

SCOPE OF SERVICES (Continued)

V. PROJECT MEETINGS

1. The ENGINEER will meet at reasonable and customary intervals to provide a close liaison with the OWNER, the State of Vermont Department of Environmental Conservation (VTDEC) representatives, and other recognized authorities having jurisdiction in regard to the engineering phases of the project. One (1) kick-off meeting, three (3) review meetings at the 30%, 60% and 90% complete, and one (1) public meeting are budgeted.

IV. ADDITIONAL SERVICES

The ENGINEER will provide additional project related engineering services as requested by OWNER and as agreed by ENGINEER. Eligibility for such services is not guaranteed without prior approval by said agency.

The Engineer will invoice/bill the OWNER monthly for the services requested and performed. The budget for these additional services is: \$N/A

END OF ATTACHMENT NO. 1

ATTACHMENT NO. 2

Schedule of Fees

Standard Hourly Rates:

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply for 365 calendar days for Professional Services as described in Attachment No. 1 - Scope of Services.

PERSONNEL

Engineer I	\$125.00/hour
Engineer II	\$100.00/hour
Engineer III	\$ 85.00/hour
Technician II	\$ 75.00/hour
Survey Crew (2-Man)	\$150.00/hour
Administrative Assistant	\$ 55.00/hour

END OF ATTACHMENT NO. 2

ATTACHMENT NO. 3

Reimbursable Expenses

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

Subconsultants @ cost or cost plus a maximum of 8%
Outside Vendors @ cost or cost plus a maximum of 8%

Travel Related Expenses:

Auto Travel (to include gas and other service charges)* @ \$0.54/mile
* Mileage reimbursement limited to maximum federal government rate.

Other Travel (to include air fares, rentals, tolls, etc.) @ cost
Meals & Lodging @ cost

Reproduction Expenses (provided in-house):

Reproductions (provided in-house)
8½ x 11 one sided copy @ \$0.08/each
8½ x 11 two sided copy @ \$0.12/each
24 x 36 large format print @ \$3.50/each
36 x 48 large format print @ \$5.00/each
Mylar or velum plots @ \$8.00/each

Administrative Expenses:

Postage @ cost
Shipping @ cost
Other Administrative Expenses @ cost

END OF ATTACHMENT NO. 3

ATTACHMENT NO. 4A

LEVEL OF EFFORT

Task Outline and Fee Estimate Worksheet

Montpelier East State Street CSO Project

GME Project # 26-014

Date: 5/31/2016

Preparer: TEC

Checked by: AH

ITEM	Description	Engineer I	Engineer II	Technician II	Survey Crew	Office Mgr.	Labor Cost
STEP I - Preliminary Engineering Phase Services							
I	FIELD WORK						
A	Gather & Review Existing Records & Docs	2	12	8			\$2,050.00
B	Observe TV Inspections		4				\$400.00
C	Field Survey Outfalls				8		\$1,200.00
D	Confirm pipe sizes, type, slopes, Inlet data		8	8			\$1,400.00
E	Delineate Drainage Areas	1	4				\$525.00
II	STORMWATER RUN-OFFPIPE SIZING CALCULATIONS						
A	Obtain NOAA Precip. Data		2				\$200.00
B	Obtain Web Soil Survey Data		2				\$200.00
C	Evaluate Flood Data		4				\$400.00
D	Hydro CAD for Each Alternative	1	6	20			\$2,225.00
E	Pipe Sizing Calculations		2	8			\$800.00
III	FIGURES						
A1	Figure 1 - Location Plan		0.5	2			\$200.00
A2	Figure 2 - Natural Resources Map		0.5	2			\$200.00
A3	Figure 3 - Hazardous Waste Site Map		0.5	2			\$200.00
A4	Figure 4 - Existing Conditions Map	1	4	12			\$1,425.00
A5	Figure 5 - Drainage Area Map		2.5	4			\$550.00
A6	Figure 6 - Alternative #1 Map		2.5	4			\$550.00
A7	Figure 7 - Alternative #2 Map		2.5	4			\$550.00
A8	Figure 8 - Alternative #3 Map		2.5	4			\$550.00
A9	Figure 9 - Alternative #4 Map		2.5	4			\$550.00
A10	Figure 10 - Treatment Alternatives Map		2.5	4			\$550.00
A11	Figure 11 - Green Infrastructure Alt. Map		2.5	4			\$550.00
A12	Figure 12 - Proposed Project Map		2.5	4			\$550.00
	SUBTOTAL (Hours)	5	69.5	94	8	0	\$15,825.00
	HOURLY RATE (Direct Labor)	\$125.00	\$100.00	\$75.00	\$150.00	\$55.00	
	SUBTOTAL (Labor Cost)	\$625.00	\$6,950.00	\$7,050.00	\$1,200.00	\$0.00	

ATTACHMENT NO. 4B **LEVEL OF EFFORT**

Task Outline and Fee Estimate Worksheet
Montpelier East State Street CSO Project
GME Project # 26-014

Date: 5/31/2016

Preparer: TEC

Checked by: AH

ITEM	Description	Engineer I	Engineer II	Technician II	Survey Crew	Office Mgr.	Labor Cost
STEP I - Preliminary Engineering Phase Services							
IV	PRELIMINARY ENGINEERING REPORT						
A	Project Planning						
A1	Location	0.5					\$50.00
A2	Environmental Resources Present	2					\$200.00
A3	Population Trends	1					\$100.00
A4	Community Engagement	0.5					\$50.00
B	Existing Facilities						
B1	Location Map	0.5					\$50.00
B2	History	1					\$100.00
B3	Conditions of Existing Facilities	2					\$200.00
B4	Financial Status of Existing Facilities	2					\$200.00
C	Need for Project						
C1	Health, Sanitation, Security	1					\$100.00
C2	Aging Infrastructure	1					\$100.00
C3	Conditions of Existing Facilities	2					\$200.00
C4	Reasonable Growth	0.5					\$50.00
D	Alternatives Considered 4 Alternative Plus						
D1	Descriptions	4					\$400.00
D2	Design Criteria	6					\$725.00
D3	Map (included in III)						\$0.00
D4	Environmental Impacts	3					\$300.00
D5	Land Requirements	1					\$100.00
D6	Potential Construction Problems	4					\$525.00
D7	Sustainability Considerations	2					\$200.00
D8	Opinion of Probable Construction Costs	10					\$1,125.00
E	Selection of an Alternative						
E1	Life Cycle Cost Analysis	4					\$400.00
E2	Non-Monetary Factors	3					\$300.00
F	Proposed Project						
F1	Preliminary Project Design						\$0.00
F1.a	System Layout	2					\$325.00
F1.b	Treatment (if any)	1					\$100.00
F1.c	Green Infrastructure (if any)	1					\$100.00
F2	Project Schedule	1					\$100.00
F3	Permit Requirements	4					\$400.00
F4	Sustainability Considerations	1					\$100.00
F5	Opinion of Total Project Cost Estimate	4					\$525.00
F6	Annual Operating Budget						\$0.00
F6.a	Income	1					\$100.00
F6.b	Annual Operation & Maintenance Costs	3					\$300.00
F6.c	Debt Repayments	2					\$200.00
F6.d	Reserves	0.5					\$50.00
	Copying/Printing					8	\$440.00
SUBTOTAL (Hours)		5	71.5	0	0	8	\$8,215.00
HOURLY RATE (Direct Labor)		\$125.00	\$100.00	\$75.00	\$150.00	\$55.00	
SUBTOTAL (Labor Cost)		\$625.00	\$7,150.00	\$0.00	\$0.00	\$440.00	

ATTACHMENT NO. 4C**LEVEL OF EFFORT**

Task Outline and Fee Estimate Worksheet
 Montpelier East State Street CSO Project
 GME Project # 26-014

Date: 5/31/2016

Preparer: TEC

Checked by: AH

ITEM	Description	Engineer I	Engineer II	Technician II	Survey Crew	Office Mgr.	Labor Cost
STEP I - Preliminary Engineering Phase Services							
V	MEETINGS						
A	Kick-Off		6	2			\$750.00
B	30% Review Meeting		6	2			\$750.00
C	60% Review Meeting		6	2			\$750.00
D	90% Review Meeting		6	2			\$750.00
E	Public Comment Meeting		8	2			\$950.00
VI	Reviews/Revisions						
A	Reviews/Revisions	4	4	4			\$1,200.00
	SUBTOTAL (Hours)	4	36	14	0	0	\$5,150.00
	HOURLY RATE (Direct Labor)	\$125.00	\$100.00	\$75.00	\$150.00	\$55.00	
	SUBTOTAL (Labor Cost)	\$500.00	\$3,600.00	\$1,050.00	\$0.00	\$0.00	
EXPENSES:							
	Travel (7 Trips @ \$.54/mile, 60 miles roundtrip)	\$226.00					
	Documents	\$200.00					
	Distribute & Mail Docs (Certified Mail) (XX Sets)	\$0.00					
	Soil Borings						
	TOTAL REIMBURSABLE EXPENSES	\$426.00					
	TOTAL LABOR						\$29,190.00
	TOTAL REIMBURSABLE EXP.						\$426.00
	TOTAL COST						\$29,616.00
	USE (Round to nearest hundred)						

END OF ATTACHMENT NO. 4

ATTACHMENT NO. 5

As a minimum, the following information must appear on each engineering invoice/bill to project OWNERS expecting loan or grant reimbursement from the VT FED

Engineering Consultant's Letterhead

To: _____

Date _____
Payment Request No. _____
Engineer Invoice No. _____
Billing period: _____ to _____

Project #: Project Title: _____
State Loan and/or Grant No.: _____

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total \$ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

Engineering Step & Service Summary*

Agreement date: _____

<u>Step I Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Feasibility Study and Report				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	____
Preliminary Design:				
Agreement: \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	____
=====				
TOTAL Step I Phase	\$ _____	\$ _____	\$ _____	____

As a minimum, the following information must appear on each engineering invoice/bill to project OWNERS expecting loan or grant reimbursement from the VT FED

Agreement date: _____

Step II Phase**Previously Billed****Due this period****Total to date****%****Final Design**

Agreement: \$ _____ (LS) \$ _____ \$ _____ \$ _____ ____

Other:

List each service, \$ ____ (LS or NTE) \$ _____ \$ _____ \$ _____ ____

Amendments:

List each service, \$ ____ (LS or NTE) \$ _____ \$ _____ \$ _____ ____

TOTAL Step II Phase \$ _____**TOTAL**

\$ _____ \$ _____ ____

Agreement date: _____**Step III Phase ******Previously Billed****Due this period****Total to date****%****Bidding Services**

\$ _____ (LS or NTE) \$ _____ \$ _____ \$ _____ ____

Construction Basic (including 1 year performance evaluation and 11th month inspection when required)

\$ _____ (LS) \$ _____ \$ _____ \$ _____ ____

Resident Project Representative:

\$ _____ (NTE) \$ _____ \$ _____ \$ _____ ____

Other:

List each service, \$ ____ (LS or NTE) \$ _____ \$ _____ \$ _____ ____

Amendments:

List each service, \$ ____ (LS or NTE) \$ _____ \$ _____ \$ _____ ____

TOTAL Step III Phase \$ _____ \$ _____ \$ _____ ____***Sub-consultant and other services:** provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)**** Construction Contract** – Date of issuance of the “Notice to Proceed”: _____

Original Construction Contract Completion date: _____

Latest Amended Construction Contract Completion date: _____

Certification statement: I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the OWNER and Engineer and as approved for funding by the State of Vermont.

By: _____

(Engineer's signature)

END OF ATTACHMENT NO. 5

ATTACHMENT NO. 6

TERMS AND CONDITIONS

Extent of Agreement: This Agreement comprises the final and complete agreement between the OWNER and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the OWNER and the ENGINEER.

- 1. Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
- 2. Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.
- 3. Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.
- 4. Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide

for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.

5. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
6. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
7. **Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the CLIENT agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
8. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
9. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.
10. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
11. **OWNER Ownership of Documents:** All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.

- 12. Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.
- 13. Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.
- 14. Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.
- 15. Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 16. Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the OWNER understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 17. Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 18. Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.

19. Insurances: Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.

- a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.
- b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:
Premises – Operations
Independent Contractor’s Protective
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 per Occurrence
\$ 1,000,000 General Aggregate
\$ 1,000,000 Products/ Completed Product Aggregate
\$ 50,000 Fire Legal Liability

- c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the OWNER ownership status, used in connection with the contract. Limit of coverage shall not be less than:
\$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER’s operations. These are solely minimums that have been set to protect the interests of the OWNER.

20. Dispute Resolution: Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.

21. Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

22. Electronic Files: The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the

ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

- 23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.
- 25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- 26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

END OF ATTACHMENT NO. 6



CITY COUNCIL Agenda Item #16-180(m)

Date: June 15, 2016

Consent x Discussion

SUBJECT: FY17 Contract between First in Fitness and Montpelier Senior Activity Center

SUBMITTING DEPARTMENT: MSAC

RECOMMENDED ACTION: Authorize Contract

RELATED COUNCIL GOAL/PRIOR ACTION: Maintain a healthy community for people – promote health-building activity

EXPENDITURE REQUIRED: Budgeted expenses related to Swimming Program, Tennis Program

SOURCE OF FUNDS: Budgeted investment revenue, fundraising revenue, and user fees revenue

LEGAL REQUIREMENTS: First in Fitness carries insurance that covers City/MSAC.

BACKGROUND INFORMATION: MSAC has contracted with First in Fitness for many years to provide swimming, water aerobics, tennis, and fitness programs for community seniors in keeping with MSAC's mission.

SUPPORTING DOCUMENTS: Contract for FY17

INTERESTED PARTIES: City, First in Fitness

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.



MEMO: June 10, 2016

TO: City Manager William Fraser, Assistant City Manager Jessie Baker, Mayor John and Montpelier City Council Members

FROM: Janna Clar, Director of Montpelier Senior Activity Center

RE: FY17 contract renewal with First in Fitness: Comparison with FY16

Montpelier Senior Activity Center and First in Fitness have had a contractual relationship for many years to provide lap swimming, water aerobics, gym use and tennis court access at discounted rates for MSAC members. The expenses of the FY17 contract are budgeted.

- FIF contract for FY17 maintains the same pool program hours as FY16 and the same rates for hourly tennis court rental and members paying directly for discounted monthly gym use.
- FIF contract for FY17 includes the following changes:
 - 5% increase for pool rental fees, as budgeted in MSAC FY17 budget
 - Members no longer restricted to downstairs locker room
 - new tennis schedule
 - new requirement of three month commitment for “limited hours” gym use membership benefit

First in Fitness

652 Granger Road, Barre, VT 05641
(802) 223 – 6161

To: Janna Clar, MSAC Email: jclar@montpelier-vt.org

From: Janice Pello, Executive Director Date: September 18, 2015

Re: Montpelier Senior Activity Center Phone/Fax: (802) 223-2518 FAX (802) 262-6285

The proposed new package effective September 26, 2016 through July 7, 2017 includes use of the pool five times per week (with the exception of two lap lanes reserved for members), hot tub, pool side locker rooms, and main locker rooms. And tennis court use once per week. Details of the package are as follows:

- Aquatics *schedule will be Mondays 5:00pm to 6:00pm, Tuesdays 10am to 11:00am, Wednesdays 10:00am to 11:00am, Thursdays 10:00am to 11:00am and Fridays 5:00pm to 6pm. **Note: Instructor time for Aqua Aerobics Class on Tuesday's 10am to 11:00am is included in the above at no additional charge.**
 - Effective September 26, 2016 MSAC will pay First in Fitness \$6,156.00 quarterly via statement billing. Payments will be due by October 25 (1st quarter), January 25 (2nd quarter) and April 25(3rd quarter).
 - Total contract \$18,468.00.
 - Additional hours may be added to schedule based on availability at \$110 per hour.
- Tennis *schedule will be Fridays 11:30am to 1pm at the hourly rate of \$40.00 per court. Starting 10/7/16 and running through 5/5/17, excluding December 30 and January 6. Court 4 will be reserved on the above dates and times; additional court reservations at mutually agreeable times may be added at the quoted hourly rate.
 - \$360.00 will be due (check or credit) prior to the start of the 6-week tennis programs.
 - Session 1 (fall registration): 6 weeks, October 7-November 11
 - Session 2 (fall registration): 6 weeks, November 18-December 23
 - Session 3 (winter registration): 6 weeks, January 6-February 10
 - Session 4 (winter registration): 6 weeks, February 17- March 24
 - Session 5 (winter registration): 6 weeks, March 31-May 5
- MSAC members will be required to obtain a swipe card (billed to MSAC at \$5 each), with the exception for those that are not capable of climbing the stairs to the front desk.
- MSAC pool times may be used by members of other area senior centers.
- MSAC will provide FIF with a list of currently enrolled participants in all programs.
- MSAC may change/cancel tennis sessions one week prior to start date without penalty.

*Note: First in Fitness reserves the right to change pool and/or tennis times during the calendar year in order to accommodate various user groups. Changes to pool/tennis times will be announced at least one month in advance and, when possible, even further in advance so as to enable MSAC to prepare accurate registration materials for its members.

PROVISIONS

1. Use of the facility is for the specified times only. The group agrees to vacate the premises thereafter.
2. Food and Beverage consumption is limited to Main and Tennis Lobby only
3. The group is responsible for providing their own towels.
4. For court use, shirts and appropriate footwear are required. Non marking soles only!
5. First in Fitness is not responsible for lost or stolen items.
6. All club rules/provisions apply to the entire group. Attached (page 3 of 3) you will find our "Pool Rules."
If any patron does not adhere to these rules/provisions they may be asked to leave First in Fitness property.
7. Pool Payments will be due by October 25 (1st quarter), January 25 (2nd quarter) and April 25 (3rd quarter).
8. Tennis court payment is due 2-weeks prior to the start of every 6-week session
9. Any areas found to be unclean after use may result in charges for the clean up process.
10. Montpelier Senior Center must provide current proof of insurance for their group use. Minimum liability coverage must be at least \$1,000,000 per person/per occurrence

I hereby for myself, executors and administrators waive and release any and all rights and claims for damages I may have against First in Fitness Racquet and Swim Club, it's owners and employees for any and all injuries, which may be suffered by the Montpelier Senior Activity Center Members in connection with this rental. I have read the above provisions and agree by them fully.

Signature _____ Date _____

Pool Rules

General Rules Expected to be Followed:

- No Running, Dunking, Splashing or general horse play allowed.
- No Diving from the shallow end or sides of the pool. Diving is allowed from the deep end only.
- Standing front dives only. No flips, twists, back dives or bombs.
- No gum, food, beverages, glass containers or bands in the pool or on the pool deck.
- Showers must be taken before entering the pool or spa. (NO SOAP)
- No shoes are to be worn on the pool deck.
- Hair shoulder length or longer must be tied back or in a cap.
- Proper attire-bathing suits must be worn at all times in the pool and spa. No cut-offs or garments with fringe.
- An adult over the age of 18 must accompany children under the age of 15 when lifeguards are on duty.
- Flotation devices are for adult swimmers only. Arm floats may be used for children as long as the child stays in the shallow end and an adult is within arms length from the child at all times.
- At the lifeguards discretion swimmers may be asked to complete a swim test.
- This will consist of swimming from the black deep end line to the deep end wall and back. The test subject may not touch the sides or the bottom. If the test is failed swimmers may be asked to stay in the shallow end.
- The lifeguard's job is to provide a safe and fun environment in the pool area. All decisions made by the lifeguard are final. Please respect these decisions.

Spa Rules to be Followed:

- Pregnant women, people on medication, persons suffering from low blood pressure or diabetes should not use the spa without consent from a physician.
- Children under the age of 7 may not use the spa. Children between the ages of 7 and 14 may use the spa for 5 minutes a time only and must be accompanied by an adult. No swimming or going under water in the spa. No toys allowed in the spa.
- Limit usage of the spa to 15 minutes. Cool off before re-entering.
- Do not use if under the influence of alcohol or drugs.



CITY COUNCIL Agenda Item #16-183

Date: June 15, 2016

Consent ☐ Discussion ☒

SUBJECT: 50-Year Steady State Plan – Water and Sewer Funds

SUBMITTING DEPARTMENT: CIP Committee, DPW and Finance Department

RECOMMENDED ACTION: Approve this 50-Year Plan which is the beginning of the long-term solution to the infrastructure challenges facing our water and sewer utilities

RELATED COUNCIL GOAL/PRIOR ACTION: Council Goal G: Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment.

EXPENDITURE REQUIRED: See Master Plan Memo.

SOURCE OF FUNDS: See Master Plan Memo.

LEGAL REQUIREMENTS: Water: Pipeline improvements to meet minimum fire flow protection and replace undersized water mains serving fire hydrants. Sewer: CSO improvements to eliminate combined sewer overflows.

BACKGROUND INFORMATION: See Master Plan Memo.

SUPPORTING DOCUMENTS: Master Plan Memo; detail worksheets are available upon request.

INTERESTED PARTIES: All city residents, businesses, government agencies, and water/sewer systems users. Vermont Clean Water Initiative

CITY MANAGER'S APPROVAL:

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



FINANCE DEPARTMENT MEMO

DATE: May 27, 2016

TO: CITY COUNCIL

FROM: City of Montpelier CIP Committee
Sandra J. Gallup, Finance Director

SUBJECT: Summary of 50-year Steady State Plan – Water and Sewer Funds

In 2012, the CIP Committee established a steady state plan for our streets, sidewalks, bridges, buildings and equipment. This year, we established a goal to develop a long-term (steady state) plan to address our Water and Sewer infrastructure needs. Over the last few months the CIP Committee worked with DPW and Finance staff to come up with a 50-year master plan to assure that necessary (and state mandated) improvements are made to our water/sewer facilities and underground pipelines.

WATER LINES

Steady State Calculation:

- Water Distribution System 100 Years Replacement Program: 52 miles is 275,000 feet /100 years
Replace 2,750 feet per year X \$275 cost = \$750,000 per year
- 50-Year Plan (FY17-FY68) @ \$750,000 per year is \$37,500,000 which is \$78,500,000 when adjusted for 2.5% annual inflation.

Sources of Funds:

This master plan is funded by a \$2.5 million 20-year bond in FY18 and annual 1% increases in water rates. Similar to our calculations for costs, user rates are adjusted for 2.5% annual inflation. The Water Fund will rely on up to 4 cents (of the annual 9 cents) of Water/Sewer Benefit charges in FY19-FY35 to help pay for pipeline improvements for fire suppression. There is an option to borrow 4.5M in

FY23 to speed up fire protection improvements. The Water Fund's operations budget includes funds for the replacement of 450 feet of pipeline per year with "in-house" resources.

Water Lines - Use of Funds:

Our 50-year master plan accomplishes \$78,500,000 in steady state improvements with the following improvement schedule:

Year	Cost	Description
FY 17	\$100,000	Main Street insertion valves
FY18	\$2,500,000	(Bond) for water line replacements on Northfield, Main, Harrison Ave, and Clarendon Ave
FY23-F46	\$10,054,000	Construct first phase pipeline improvements needed for the water system to provide the required minimum of 500gpm fire flow protection while maintaining a minimum requirement of 20psi throughout the water system
FY47-FY68	\$36,425,000	Construct second phase improvements which replaces the undersized water mains serving fire hydrants (8" D min. per water supply permit requirement)
FY38-FY68	\$16,500,000	Additional pipe replacement to meet the 2750 feet per year goal
FY17-FY68	\$12,926,000	DPW "in-house" work 450 feet/yr
	<u>\$78,505,000</u>	TOTAL PIPE IMPROVEMENTS

(Detailed worksheets for this water master plan are available upon request)

SEWER LINES

Steady State Calculations:

- Sewer Collection System 100 Years Replacement Program: 44 miles = 231,500 feet/100 years
Replace 2,315 feet per year X \$275 plus cost of 8 pump stations = \$750,000 per year
- 50-Year Plan (FY17-FY68) @ \$750,000 per year is \$37,500,000 which is \$78,500,000 when adjusted for 2.5% annual inflation.

Sources of Funds:

This master plan is funded by a \$1,775,000 20-year Bond in FY18 and annual 1% increases in sewer rates. Similar to our calculations for costs, user rates are also adjusted for 2.5% annual inflation. The Sewer Fund will rely on Water/Sewer Benefit charges ranging from 3 cents to 7 cents (of the annual 9 cents) in FY19-FY68 to help pay for CSO improvements and clay tile pipeline replacements. There is an option to borrow 4.5M in FY23 to speed up CSO improvements. The Sewer Fund's operations budget includes funds for the replacement of 450 feet of pipeline per year with "in-house" resources.

Sewer Lines - Use of Funds:

Our 50-year master plan accomplishes \$78,500,000 in steady state improvements with the following improvement schedule:

Year	Cost	Description
FY18	\$1,775,000	(Bond) Replace Northfield St sewer lines and CSO improvements East State St
FY23-F47	*\$11,488,000	Construct Phase One sewer line improvements to eliminate combined sewer overflows.
FY48-FY68	\$37,404,000	Construct second phase sewer line improvements to replace the clay tile lines
FY38-FY68	\$15,000,000	Additional pipe replacement to meet the 2,315 feet per year goal
FY17-FY68	\$12,926,000	DPW "in-house" work 450 feet/yr
	<u>\$78,593,000</u>	<u>TOTAL PIPE IMPROVEMENTS</u>

(Detailed worksheets for this sewer master plan are available upon request)

*Note: There will also be a \$3.5 million bond in FY18 for improvements to the Water Resource Recovery Facility. The repayment of this debt is included in the Sewer Fund's steady state financial plan. Also, beginning in FY18, stormwater management costs of \$214,000 will be moved from the sewer fund operations into a separate fund. 2 cents (of the annual 9 cents) of the Water/Sewer Benefit charges will be allocated to pay for these costs until a stormwater utility is established.

SUMMARY

The CIP Committee and DPW staff is recommending this 50-year master plan which provides guidelines and schedules for the replacement of our aging water and sewer pipelines. It also confirms our commitment to construct the state-mandated fire suppression and CSO improvements. The CIP Committee acknowledges that this plan is the beginning of a long-term solution to the infrastructure challenges facing our water and sewer utilities. There will be opportunities in future years to re-assess the progress and costs associated with these substantial capital improvements.



CITY COUNCIL Agenda Item #16-186

Date: June 15, 2016

Consent ☐ Discussion ☒

SUBJECT: Goal Review: Achieve a Steady State for Infrastructure Maintenance and Improvements, Facilities and Equipment

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Receive Report

RELATED COUNCIL GOAL/PRIOR ACTION: Adoption of 2016-17 Goals

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The City Council adopted Goals, Strategies and Actions on April 27th. Staff has scheduled regular updates throughout the year.

SUPPORTING DOCUMENTS: Summary Memo from City Manager

INTERESTED PARTIES: City Council, City Staff

CITY MANAGER'S APPROVAL:

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Mayor John Hollar

William Fraser,
City Manager

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

Jessie Baker
Assistant City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members
From: William Fraser, City Manager
Re: Goal Update: Achieve a Steady State for infrastructure maintenance and improvements, facilities and equipment
Date: June 15, 2016

This is the second of regular updates on goals. Specific action items will appear on agendas throughout the year but reviews of overall goal categories will also be included. The current schedule is as follows:

The topic for this agenda is Keep Montpelier Affordable. An excerpt from the Overall Goals document is included. Color Code – White = completed. Green = proceeding as planned Yellow = proceeding but slower than planned. Red = Started but not proceeding well. Purple = Not started yet.

Reference Letter	Policy Goal	Strategies	FY17 Actions
G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment.	Complete Current Major Projects	One Taylor St
			Taylor St Reconstruction - complete design, permit, ROW, utility relocation
			Shared Use Path (Winooski East extension)
		Fund/Implement CIP Maintenance	Complete projects
			Full funding in budget
			Identify new initiatives and projects
			Implement Montpelier in Motion
		Address Facility needs in a coordinated manner	Develop a plan for facilities and grounds maintenance to be implemented in FY18 budget
		Address Equipment needs	Fund Equip Plan

		Address Water/Sewer Infrastructure needs	*Complete long term funding plan *Asset Management Grant Application
		Ensure that District Heat Montpelier is financially sound	Renegotiate capacity rates

One Taylor – As we know, right of way acquisition is the cause of delay. Mowatt project looks very positive. Draft easement has been presented to Capitol Plaza. Meeting with Jacobs in July. Will meet with Heney upon completion of Capitol Plaza (as requested).

Taylor Street – Moving along well. Project update and cost estimates will be presented at July 13 meeting.

Winooski East Bike Path – In right of way acquisition phase. On track for construction in 2017.

Complete CIP Projects – Project bids, plans, schedules are all in the works for this season and next spring. 2017 will be a very busy year with a large amount of construction occurring.

Full Funding of CIP, Identify New Initiatives, Fund Equipment Plan –these will occur as part of the FY18 budget process. We will have the opportunity to discuss additional funding sooner when we consider use of LOT and PILOT money.

Montpelier in Motion – You have approved a list of projects for this year which will be completed.

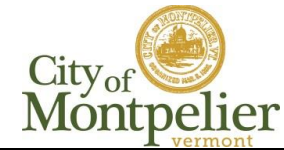
Facilities and Grounds Plan – Being addressed as part of the Community Services Plan which is underway.

Long Term Water/Sewer Plan – Being presented at this meeting.

Asset Management Grant Application – Has been submitted.

District Heat Capacity Rates – Being calculated now. Discussions with customers to occur in July.

City Council
Proposed 2016-2017 City Council Goals
Calendar of Review (through June 2017)



Month	Reference Letter	Proposed Policy Goal	Proposed Strategy	Proposed Action/Deliverable to Council
April	B	Maintain excellent services	Seek opportunities for efficiencies	Support grants for CVPSA - done
May	B	Maintain excellent services	Seek opportunities for efficiencies	Consider and approve Community Services Facilitator contract. Done - May 11
	C	Maintain a safe community	Maintain emergency preparedness	Executive session briefing on Water system security measures including cyber security - set for June 14
	D	Create and maintain a healthy environment for housing and economic growth	Enact responsible growth policies	<i>Review and adopt new zoning regulations - Review in process</i>
	D	Create and maintain a healthy environment for housing and economic growth	Enact responsible growth policies	Meet with Master Plan consultant to start process
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	<i>Approve easements for 1 Taylor Street - one easement approved, in negotiations</i>
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	Receive development proposals for 55 Barre Street - done, chose not to proceed
June	A	Keep Montpelier Affordable	Increase the grand list	Review and approve the EDSP - Done on June 8, Implementation Plan for July 15
	A	Keep Montpelier Affordable	Seek new revenue sources	Take action on Local Options Tax after Legislature acts on charger change - done May 25
	A	Keep Montpelier Affordable	Seek new revenue sources	Implement new user fees in budget - done on June 8. Discussion of LOT and PILOT revenue on July 13.
	B	Maintain excellent services	Seek opportunities for efficiencies	Meet with Community Services facilitator - done May 25
	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	<i>Receive preliminary plans and cost estimates for the reconstruction of Taylor Street - scheduled for July 15</i>
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Address Water/Sewer Infrastructure Needs	Receive a long-term funding plan presentation - scheduled for June 15

	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Ensure that District Heat Montpelier is financially sound	<i>Approve Customer Agreement amendments and new rates - scheduled for July 13</i>
July	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve contracts for 1 Taylor Street
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	Consider sale documents for 55 Barre Street - will not occur as a result of decision not to proceed
August	B	Maintain excellent services	Meet organizational needs	Review and approve updated Personnel Plan
September	A	Keep Montpelier Affordable	Increase the grand list	Consider tax stabilization policy
	C	Maintain a safe community	Maintain emergency preparedness	Receive report on source control plans
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	Consider easements related to Shared Use Path Extension
	H	Maintain a clean and healthy natural environment	Provide effective storm water management	Receive Storm Water Master Plan
	H	Maintain a clean and healthy natural environment	Provide clean drinking water	Receive updated source protection plan
October	A	Keep Montpelier Affordable	Maintain a variety of housing choices	Present housing strategies plan
November	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	Possible identification of new funding for the 2017 communications plan
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Fund/Implement the CIP Maintenance	Receive end of construction season report
December	A	Keep Montpelier Affordable	Increase the grand list	Consider EDSP deliverables as part of FY18 budget process
	B	Maintain excellent services	Meet organizational needs	With FY18 budget receive a plan for integrated ground and facilities maintenance
	B	Maintain excellent services	Seek opportunities for efficiencies	With FY18 receive plan for Community Services Department
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve final design for 1 Taylor Street

	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	With FY18 budget receive a plan to update facility at 55 Barre Street
	E	Maintain a healthy community for people	Promote health-building activities	With the FY18 budget receive a plan to further implement Montpelier in Motion
	E	Maintain a healthy community for people	Promote health-building activities	With FY18 receive plan for Community Services Department
	E	Maintain a healthy community for people	Maintain senior nutrition program to improve health and socialization for aging	With the FY18 budget receive a plan for supporting FEAST
	F	Maintain a Vibrant Downtown	Improve parking	Receive and review the proposed parking plan
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	Review final design of the Shared Use Path Extension
January	B	Maintain excellent services	Meet organizational needs	Report on progress to build HR capacity
	C	Maintain a safe community	Maintain emergency preparedness	Review and approve CSO overflow reduction minimum controls plan
February	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve contracts for 1 Taylor Street
	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	Preview of the 2017 communication plan
March	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	Award contracts for Shared Use Path Extension construction
April				
May				
June	A	Keep Montpelier Affordable	Maintain a variety of housing choices	Housing Plan as part of Master Plan
	A	Keep Montpelier Affordable	Seek new revenue sources	Report on MSAC endowment/estate planning
	B	Maintain excellent services	Meet organizational needs	Report on MSAC accreditation



CITY COUNCIL Agenda Item #16-180(i)

Date: June 15, 2016

Consent x Discussion

SUBJECT: Request from Dave Nelson, d/b/a McGillicuddy's, for the closure of Langdon Street for their Annual July 3rd Celebration.

SUBMITTING DEPARTMENT: City Manager's Office for Mr. Nelson

RECOMMENDED ACTION: Approve

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: They are asking for the street to be closed at 3:00 P.M.; they will serve food and beverages in a fenced off area that will be staffed. They would also like the street to stay closed until 2:00 A.M. Music would continue until 12:30 A.M. and service would stop outside at 1:15 A.M. This allows a safe and orderly dispersal of guests. All tenants in the area of the celebration have been notified

SUPPORTING DOCUMENTS: See attached letter from Mr. Nelson.

INTERESTED PARTIES: Langdon Street businesses and those adjacent to the area; Montpelier Alive; Police, Fire and Public Works Departments

CITY MANAGER'S APPROVAL:

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

To the City of Montpelier,

We respectfully request a closure on Langdon Street on July 3rd for the annual celebration.

We are asking for a 3pm closure. We will serve food and beverage in a fenced off area that will be staffed. We request the street stay closed until 2 am. We ask to continue music until 12:30 am and service will stop outside at 1:15 am. The bar inside shall stay open until normal hours but we do not want to squeeze people inside when music ends. This allows a safe and orderly dispersal of guests. We have notified all tenants in area of the celebration. All questions or concerns can be made to myself or Brad Lamell McGillicuddy's GM. Brads contact is 802-223-2721.

Thanks

Dave Nelson

802-279-0232

o

Proposed Changes To Mixed Use Residential District

Neighborhood codes are from the revised zoning map of 5/19/16, available on-line here: <http://www.montpelier-vt.org/DocumentCenter/View/3505>

Neighborhoods To Remain in MUR:

Court Street (5-4)

Northfield Street (5-7)

Elm Street (5-9)

Neighborhoods To Be Entirely Removed From MUR/Changed To HDR:

College Hill – Main Street (5-2)

College Hill – Southwest (Hubbard, Wilder Ave.) (5-3)

Franklin Street (5-5)

Neighborhoods To Be Partially Removed From MUR/Changed To HDR:

College Hill (5/1) – remove section of College St. north of Vermont College, but keep NECI building in MUR. Rest of the 5-1 neighborhood remains in MUR.

Liberty Street – West (5-6) This appears to cover several streets including St. Paul Street. Change all to HDR except properties at 4, 6 and 8 St. Paul St. on the west side of St. Paul at the School Street end (these properties are the only ones on St. Paul currently in CB-2).

Redstone (5-8) – remove everything from MUR to the north of Terrace Street, both to the west of Bailey Ave. and to the east of Bailey Ave. all the way to Mather Terrace, from MUR. Properties south of Terrace St. would remain in MUR.



CITY COUNCIL Agenda Item #16-180(k)

Date: June 15, 2016

Consent x Discussion

SUBJECT: FY17 Memorandum of Understanding between Just Basics, Inc. and Montpelier Senior Activity Center

SUBMITTING DEPARTMENT: MSAC

RECOMMENDED ACTION: Approve MOU

RELATED COUNCIL GOAL/PRIOR ACTION: City Council Goal: "Maintain a healthy community for people" and strategy of "Maintain senior nutrition program to improve health and socialization for aging population" as well as similar MOU past three years.

EXPENDITURE REQUIRED: Budgeted expenses related to FEAST Program

SOURCE OF FUNDS: Budgeted Investment Revenue and Fundraising Revenue

LEGAL REQUIREMENTS: JBI carries insurance that covers City/MSAC.

BACKGROUND INFORMATION: FEAST partnership has been successful for past three fiscal years; additional information in accompanying memo.

SUPPORTING DOCUMENTS: Memo and MOU document for FY17

INTERESTED PARTIES: City, Good Taste Catering, Just Basics Inc.

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.



CITY COUNCIL Agenda Item #16-180(1)

Date: June 15, 2016

Consent x Discussion

SUBJECT: FY17 Memorandum of Understanding Between Good Taste Catering and Montpelier Senior Activity Center

SUBMITTING DEPARTMENT: MSAC

RECOMMENDED ACTION: Approve MOU

RELATED COUNCIL GOAL/PRIOR ACTION: City Council Goal: “Maintain a healthy community for people” and strategy of “Maintain senior nutrition program to improve health and socialization for aging population” as well as similar MOU past three years.

EXPENDITURE REQUIRED: Budgeted expenses related to FEAST Program

SOURCE OF FUNDS: Budgeted Investment Revenue and Fundraising Revenue

LEGAL REQUIREMENTS: Department of Health license and inspection – procured by MSAC and in good standing. GTC carries insurance that covers City/MSAC.

BACKGROUND INFORMATION: FEAST partnership has been successful for past three fiscal years; additional information in accompanying memo.

SUPPORTING DOCUMENTS: Memo and MOU document for FY17

INTERESTED PARTIES: City, Good Taste Catering, Just Basics Inc.

CITY MANAGER’S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", written over a horizontal line.



MEMO June 10, 2016

TO: City Manager William Fraser, Assistant City Manager Jessie Baker, Mayor John and Montpelier City Council Members
FROM: Janna Clar, Director, Montpelier Senior Activity Center
RE: FY17 Memorandum of Understanding (MOU) renewals with Just Basics, Inc. (JBI) and Good Taste Catering (GTC): Comparisons with FY16

Background:

- Montpelier Senior Activity Center, Just Basics, Inc., and Good Taste Catering, have had a partnership for the past three years to provide senior nutrition services to area seniors.
- 75% of the meals are served to Montpelier residents.
- 1300-1400 meals per month are produced at MSAC and served on site in FEAST Together and via volunteer delivery in FEAST at Home.
- The FEAST program provides high quality nutritious meals as well as opportunities for senior socialization. Many meal recipients are homebound, at nutritional risk and/or face food insecurity. Meal feedback is generally very positive.
- Central Vermont Council on Aging is another important partner in this program, contracting with JBI to provide federal funding support.
- In early FY17, as indicated in this year's City Council goals, we will explore potential changes to the partnership in FY18. For FY17 however, the partnership will continue largely as it has.
- Below is a summary of updates/changes of substance to the MOUs for FY17 as compared with those approved by City Council a year ago for FY16.

Changes to MOU between MSAC and JBI:

- As requested by JBI and budgeted by MSAC for FY17, MSAC is increasing our contribution from \$18,000 to \$21,000.
- MSAC and JBI will jointly set rates for suggested donations for seniors 60 and older and meal prices for people under 60. (In the past, JBI set the rates alone. Seniors 60 and above may not be charged due to federal funding guidelines.)
- JBI will provide quarterly fundraising reporting to MSAC.
- Both parties agree to flexibility for breaks in meal service as needed.

Changes to MOU between MSAC and GTC:

- GTC's oversight of fire safety training for kitchen staff and volunteers is mentioned.
- MSAC commits to provide, at our sole discretion and for a fee, (see VI. Funding), GTC equipment and food storage for items not related to FEAST operations, which must be removed upon request if MSAC needs to reclaim such space.

- As budgeted (at \$0.00) for FY17, MSAC no longer commits to covering compost pick-up.
- Language stating MSAC provides “exclusivity” for GTC to the kitchen is updated to reflect actual practice: GTC has “approval rights” for other users when requested by MSAC. This arrangement has worked smoothly already.
- The fee paid by GTC to MSAC for use of back office space is increased from \$100 to \$300 to reflect GTC’s increased storage needs.
- Fixed costs ranging from \$1.00 to \$3.00 per person, depending on the type of meal and time of kitchen use, are established for GTC to pay to MSAC when doing catering outside the FEAST contract.
- The maximum fees potentially paid by MSAC to GTC for private consulting work is increased from \$400 to \$750. (billed only when estimates provided in advance – none billed in FY16)

(July 1, 2016-June 30, 2017)

FY17 Memorandum of Understanding

between

Good Taste Catering DBA Taste Solutions

and

City of Montpelier (Montpelier Senior Activity Center)

Submitted June 10, 2016 for June 15, 2016 City Council Consent Agenda

This is an agreement between Good Taste Catering (“GTC”) and the City of Montpelier, Montpelier Senior Activity Center (“MSAC”). Just Basics, Inc. is also referenced in this memorandum (as “JBI”). These three partners together manage a senior nutrition program in Montpelier now also known as “FEAST.”

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding (“MOU”) is to identify clearly the roles and responsibilities of each party as they relate to meals for seniors and adults with disabilities in the Montpelier area community. Together, GTC & MSAC will work to provide both home delivered meals as well as congregate meals under the guidelines set forth by the Central Vermont Council on Aging (“CVCOA”).

II. LOCATIONS

The facility shared by MSAC and GTC is the two kitchen rooms and other spaces (office/storage closets) located at 58 Barre Street and owned by the City of Montpelier. The City and JBI will be named as additional insured on GTC insurance.

III. BACKGROUND

A. GTC BACKGROUND

- a. The mission of GTC is to facilitate the production of the best food possible for as many people as possible. GTC believes that every American should have access to healthy, nutritious and convenient meals. Through the cooperation with our volunteers and partners, GTC provides home cooking education, socialization for people of all ages, and community based learning and mentoring for high school students.
- b. GTC provides management for the Senior Community Service Employment Program through Vermont Associates for Training and Development. This hands-on training, for adults over 55 who have limited prospects for traditional employment, fosters individual economic self-sufficiency and increases the number of older persons who may enjoy the benefits of un-subsidized employment in both the public and private sectors.
- c. GTC is also committed to providing employment and training opportunities to people participating in restorative justice programs and community rehabilitation.
- d. GTC strives to document and archive both challenges and successes of this three-way municipal, non-profit and for-profit relationship in digital media. Details and information on this media project are available in the VTFoodTV Project Description (Addendum 1).

- e. GTC strives to cultivate relationships with local organic and conventional food producers to utilize high quality, gleaned and harvested food. When this food is abundant GTC facilitates the processing, storage, and service of these local foods.

B. MSAC BACKGROUND

- a. The mission of MSAC is to enhance the quality of life for the older adults in Montpelier through opportunities that develop physical, mental, cultural, social, and economic well-being in a welcoming, flexible environment.
- b. Everyone is welcome at MSAC, a place where vibrant, diverse programming promotes lifelong learning, healthy aging, enhanced nutrition and access to aging resources. Over 850 Central Vermont seniors thrive on regular participation, and dozens more benefit from the many MSAC and community events and services that are free and open to the public in this vital gathering space. The FEAST program provides a multitude of volunteer opportunities that also increase socialization and inter-generational activity.
- c. A senior nutrition program, including on-site and home-delivered meals, addresses many aspects of the MSAC mission and was recommended as a priority by the City-initiated Senior Services Coordinating Committee in April 2011.
- d. The original MOU between MSAC and JBI, outlining MSAC's participation, was approved by the City Council in March 2013, updated two years ago, and will be updated simultaneous with the drafting of this FY17 MOU with GTC.

IV. RESPONSIBILITIES UNDER THIS MOU

A. GTC shall:

- Provide FEAST menu and meal oversight under the nutritional requirements set forth by CVCOA.
- Provide all required reporting for the meals program to JBI as required by the CVCOA contract with JBI.
- Enter into a contract with JBI for both home-delivered and congregate meals.
- Provide all food purchase of items, as needed, to fulfill contacted meals to JBI.
- Provide primary oversight of volunteers to make meals happen.
- Provide primary oversight of Vermont Associate Training and Development staff to support both GTC and FEAST.
- Provide monthly schedules of FEAST kitchen and front of house staffing including "manager on duty" assignments.
- Provide kitchen equipment/small wares and other food-service-related consulting, the details of which shall be determined and agreed upon by both parties.
- Provide primary oversight for keeping kitchen code-compliant to national and state Servesafe guidelines.
- Provide durable kitchen equipment as detailed in GTC Equipment list updated for July 1, 2016 (Addendum 2).
- Provide shared management and consumer support for meal services.
- Provide contracted food service for MSAC for promotion, outreach and fundraising, and participate in strategic planning for meals program.
- Provide training guidance checklists and follow up for Community and MSAC use of the kitchen to ensure food safety, cleanliness, and cost-effective and functional GTC operations.

- Provide exposure for MSAC through ORCA Media, public and private events at MSAC, and GTC printed and digital materials, etc.
- B. MSAC shall:
- Provide a licensed, modern, commercial kitchen facility and management, routine maintenance, and repairs of kitchen equipment.
 - Provide back office space, Wi-fi internet access, phone, voicemail, IT support, and access to computer for vendor communication and other FEAST/senior nutrition program business. Office space and computer will be available when not occasionally needed for other MSAC operations.
 - NEW SUGGESTION: Provide, at sole MSAC discretion and for a fee (see VI. Funding), GTC equipment and food storage for items not related to FEAST operations, which must be removed upon request if MSAC needs to reclaim such space.
 - Provide space for volunteer training, copier for printing / photocopying / faxing / scanning, and basic office supplies (excluding home-delivered meal labels) as needed for administration of FEAST / senior nutrition program operations. Color copying will be available at a rate of \$.10 per sheet reimbursement.
 - Provide kitchen linen / laundry service of cloths and aprons in the event volunteers are not available to provide such services.
 - Provide durable and non-durable kitchen equipment, and necessary service or replacement, as determined by MSAC Director, for items detailed in MSAC Equipment list dated June 1st 2014.
 - Provide all fixed utilities expenses for FEAST / senior nutrition program operations, including propane, water, electricity, trash-removal, compost pick-up, and heat.
 - Provide material support including but not limited to: first aid kit, paper towels, gloves, hairnets, limited plastic aprons, kitchen cleaning supplies (dish detergent, floor cleaner, mops and brooms, etc.)
 - Provide exclusivity for GTC to the kitchen
 - Provide first right of refusal for any events that require food service hosted at the MSAC.
 - Provide access to the kitchen and support kitchen for GTC staff outside hours of 6:00 am-3:00 pm Monday through Friday, with advance notification to MSAC staff to avoid facility scheduling conflicts, for food production and VTFoodTV Project.
 - Provide shared promotion, outreach, fundraising and strategic planning for FEAST / senior meals program and private catering.
 - Provide exposure for GTC to senior and public audiences at MSAC and in MSAC printed and digital materials, etc.
 - Provide administrative support as a host agency for on-going Vermont Associates Training and Development staff and supervision for non-kitchen duties.
 - Provide first right of refusal to GTC for any cooking classes or food service training programs hosted by MSAC

GTC under Sections II and IV (A) is an independent contractor, and is not an agent of the City for any purpose. This MOU shall not be construed as an employment agreement, nor a joint venture agreement, nor a contract of surety, indemnity or guaranty.

V. TERMS OF AGREEMENT

Either party may terminate this agreement by giving ninety (90) days notice to the other party.

VI. FUNDING

- A. MSAC will pay JBI an amount determined in their MOU to support the expenses of the FEAST / senior nutrition program, which in turn will be paid by JBI to GTC.
- B. MSAC will pay for all provisions detailed in IV.B. above.
- C. For engaging in private catering work or other use of the MSAC facility not related to FEAST / senior nutrition program, GTC will pay rental fees to MSAC.
 - a. Fixed costs which are relevant to any operations outside of the normal hours of operation. These costs will be determined as a proportion of use of the facility based on time used and/or amount of food production.
 - b. An annual fee of \$100 for use of back office space (as described in IV.B.bullet#2) to support VTFoodTV and GTC private catering communications, some of which is performed off-site.

VII. OTHER TERMS & CONDITIONS

- A. From time to time MSAC may contract with GTC to consult on matters such as: kitchen equipment and small wares purchases, community access to the kitchen, development of kitchen management / Standard Operating Procedures, etc. Fees for private consulting work will not exceed \$400.00 per year, and work will be billed only when written estimates for cost of such consulting are provided in advance.
- B. Both parties agree to follow all state and federal employment laws and comply with all requirements of restorative justice and rehabilitative community service.

VIII. EFFECTIVE DATE AND SIGNATURE

The provisions of this Memorandum of Understanding will be effective as of the date both parties have executed it and will continue and remain in full force and effect until June 30, 2017. The Memorandum of Understanding may not be modified in whole or in part by the parties except by mutual agreement in writing and duly executed by both parties. It is the hope of the parties to have a long-lasting relationship which extends beyond the effective dates of this Memorandum of Understanding, but the parties recognize there may need to be revisions to the Memorandum of Understanding in future years. Thus, the parties agree to meet prior to the expiration date of this Memorandum of Understanding to discuss any proposed revisions to the Memorandum of Understanding for a future term.

FOR GTC

FOR CITY OF MONTPELIER

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

(July 1, 2016-June 30, 2017)
FY17 Memorandum of Understanding
between
Just Basics, Inc.
and
City of Montpelier (Montpelier Senior Activity Center)

Submitted June 10, 2016 for June 15, 2016 City Council Consent Agenda

This is an agreement between Just Basics, Inc. ("JBI") and the City of Montpelier, Montpelier Senior Activity Center ("MSAC"). Good Taste Catering ("GTC") is also referenced in this memorandum. These three partners together manage a senior nutrition program in Montpelier now also known as "FEAST."

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding ("MOU") is to identify clearly the roles and responsibilities of each party as they relate to meals for seniors and adults with disabilities in the Montpelier area community. Together, JBI & MSAC will work with GTC to provide both home delivered meals as well as congregate meals under the guidelines set forth by the Central Vermont Council on Aging ("CVCOA").

II. LOCATIONS, CONTRACT, INSURANCE

Meals will be made from the kitchen at 58 Barre Street, Montpelier, by GTC. JBI will hold the contract with GTC. MSAC will have input during the contract re-negotiation. The City of Montpelier will be named as additional insured on JBI and GTC insurance. JBI will be named as additional insured on GTC insurance. The facility shared by MSAC, GTC and JBI is the two kitchen rooms and other spaces (office/storage closets) located at 58 Barre Street and owned by the City of Montpelier.

III. BACKGROUND

A. JBI BACKGROUND

- a. The mission of Just Basics, Inc. is to administer and implement programs by working with members of the greater Montpelier area to address the community's basic food needs.
- b. Just Basics, Inc. was established as a 501c3 non-profit organization to manage the Montpelier Home Delivery Program, the on site congregate meal, the community ToGo Fundraiser meal and the Montpelier Food Pantry.
- c. Just Basics, Inc. is committed to preparing and delivering freshly prepared food (striving for local where possible) to senior citizens in their homes, on site at the senior center, for the ToGo community fundraiser meal and to area children during the Summer Meals Program. The partnership commitment to FEAST strongly supports the concept of the economic value of feeding seniors well and keeping them healthy at home for as long as possible, while supporting our local agricultural economy.

B. MSAC BACKGROUND

- a. The mission of MSAC is to enhance the quality of life for the older adults in Montpelier through opportunities that develop physical, mental, cultural, social, and economic well-being in a welcoming, flexible environment.

- b. Everyone is welcome at MSAC, a place where vibrant, diverse programming promotes lifelong learning, healthy aging, enhanced nutrition and access to aging resources. Over 1000 Central Vermont seniors thrive on regular participation, and dozens more benefit from the many MSAC and community events and services that are free and open to the public in this vital gathering space.
 - c. A senior nutrition program, including on-site and home-delivered meals, addresses many aspects of the MSAC mission and was recommended as a priority by the City-initiated Senior Services Coordinating Committee in April 2011.
- C. The original MOU between JBI and MSAC, for the FY14 start-up year of the three-partner senior nutrition program, was approved by the City Council in March 2013 and is hereby being updated for FY16, simultaneously with the drafting of a new FY17 MOU between MSAC and GTC and a new FY17 contract between JBI and GTC.

IV. RESPONSIBILITIES UNDER THIS MOU

A. JBI shall:

- Enter into a contract with GTC to make meals under the nutritional requirements set forth by CVCOA.
- Provide all reporting for the meals program to CVCOA as required by the CVCOA contract with JBI.
- Enter into a contract with CVCOA for both home-delivered and congregate meals.
- Provide overall financial administration for FEAST program.
- Provide staff to administer FEAST program and volunteers to support GTC.
- Provide primary oversight of hospitality volunteers in conjunction with GTC.
- Provide support, training and supervision for home delivery driver volunteers.
- Provide and maintain carrier containers, labels and packaging for home deliveries.
- Provide shared management, registration and consumer support for all meal services.
- Provide shared responsibility with MSAC for promotion, outreach, fundraising, and strategic planning for meals program.
- Provide contractor with online meals ordering system developed for program.
- Provide financial support as detailed in mutually agreed upon budget through a contract with MSAC (*pending JBI board of directors' approval*) as well as donated items such as coffee to complement the experience for seniors of the FEAST program and defray some of MSAC's expenses.
- Pilot and provide supervision of a Summer Lunch Program for Children July XXX -August XXX, 2016 at MSAC
- Agree to work with MSAC to determine a reasonable yearly fee for extra use of MSAC resources related to Summer Meals (wear and tear on the building, staff support) and re-useable container washing (detergent, water, power, equipment maintenance)
- Provide quarterly reporting (by the end of the month following the end of the quarter) of JBI's profit/loss, balance sheet (including due to and due from), meal counts, and town of residence breakdown.

B. MSAC shall:

- Provide back office space, Wi-fi internet access, phone, voicemail, and access to computer for communication, volunteer management and other FEAST/senior nutrition program business. Office space and city computer, and IT support will be available when not needed for other city operations.
- Provide space for volunteer training, copier for printing / photocopying / faxing / scanning, and basic office supplies (excluding home-delivered meal labels) as needed for administration of FEAST / senior nutrition program operations.

- Color copying for appeals and large jobs will be \$0.10/page
- Provide use of MSAC lockable filing cabinet for program files and contributions.
- Provide access to MSAC's kitchen and support kitchen for GTC and approved staff of JBI outside hours of 6:00 am-3:00 pm Monday through Friday, with advance notification to MSAC staff to avoid facility scheduling conflicts.
- Provide space for food storage and equipment for meals program.
- Provide shared responsibility for promotion, outreach, fundraising and strategic planning for meals program.
- Provide limited management, registration and consumer support for all meal services.
- Provide financial support in the amount of \$21,000 as detailed in mutually agreed upon budget through a contract with JBI.
- Provide garbage, recycling and composting services.
- Provide VCIC account access for background checks.
- Share USPS bulk mailing permit

Summary of primary vs shared responsibilities

Responsibility for FEAST....	Primary	Shared/Secondary
Volunteer oversight including drivers	JB I and GTC	None for MSAC
Volunteer recruitment		JB I / MSAC
Promotion and Outreach	MSAC	JB I
Fundraising		JB I / MSAC
Strategic Planning for Home Delivered Meals	JB I	MSAC
Strategic Planning for Congregate Meals		JB I / MSAC
Management, registration and consumer support for all meal services	JB I	MSAC (limited)
Financial contracts with CVCOA and GTC	JB I	None for MSAC
Facility management and financial responsibility for kitchen equipment maintenance	MSAC	None for JB I

JB I and GTC under Sections II and IV (A) are independent contractors, and are not agents of the City for any purpose. This MOU shall not be construed as an employment agreement, nor a joint venture agreement, nor a contract of surety, indemnity or guaranty.

V. TERMS OF AGREEMENT

Either party may terminate this agreement by giving ninety (90) days notice to the other party.

VI. FUNDING

- A. MSAC will pay JBI the full amount outlined in budget on a quarterly basis upon receipt of invoices. JBI shall use the funds solely for the provision of home-delivered and congregate meals as outlined in this Memorandum of Understanding **and shall furnish City an accounting of all funds received hereunder.**
- B. Both JBI and MSAC are responsible for their own organizational obligations and expenses related to FEAST / senior meal program operations described above. In the event of program expenses exceeding revenue or revenues exceeding expenses, JBI and MSAC agree to a collaborative approach toward re-balancing, to whatever extent is reasonably possible, given other organizational and financial circumstances.

VII. OTHER TERMS & CONDITIONS

- A. FY17 FEAST meal production at 58 Barre Street is tentatively slated to begin on July 1st, 2016. Adjustments to this date may be made as the date approaches. A two week break from meal service will occur each July for purposes of kitchen cleaning and staff vacation. During special events at MSAC, JBI will be open to cancelling congregate meal service to accommodate event set up.
- B. Both parties agree to the Healthy Food in Senior Meals Pledge (Addendum #1), a framework provided by CVCOA that outlines steps to be taken by the senior nutrition program providers to improve the health of clients, communities and the environment
- C. Both parties agree to encourage their board members to be involved in promotion, outreach, fundraising and strategic planning for the FEAST / senior meal program.
- D. Both parties agree to follow all state and federal employment laws.

VIII. EFFECTIVE DATE AND SIGNATURE

The provisions of this Memorandum of Understanding will be effective as of the date both parties have executed it and will continue and remain in full force and effect until June 30, 2017. The Memorandum of Understanding may not be modified in whole or in part by the parties except by mutual agreement in writing and duly executed by both parties. It is the hope of the parties to have a long-lasting relationship that extends beyond the effective dates of this Memorandum of Understanding, but the parties recognize there may need to be revisions to the Memorandum of Understanding in future years. Thus, the parties agree to meet prior to the expiration date of this Memorandum of Understanding to discuss any proposed revisions to the Memorandum of Understanding for a future term.

FOR JBI

FOR CITY OF MONTPELIER

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Healthy Food in Senior Meals Pledge

This Healthy Food in Senior Meals Pledge is a framework that outlines steps to be taken by the senior nutrition program providers to improve the health of clients, communities and the environment. We are committed to the health of our clients, our staff and the local and global community. Specifically we are committed to the following healthy food measures in our senior meals program.

We pledge to:

- ❖ **Work with local farmers, community-based organizations and food suppliers to increase the availability of fresh, locally-produced food.**
- ❖ **Educate** and communicate within our system and with our clients and community about our nutritious and ecologically sustainable healthy food practices and procedures.
- ❖ **Minimize** and beneficially reuse food waste and support the use of food packaging and products that are ecologically protective.
- ❖ **Provide** fresh, local, wholesome foods to the best of our economics
- ❖ **Provide** nutrition education, sharing the knowledge and skills necessary to grow, prepare and preserve local foods
- ❖ **Establish** relationships locally with farmers and growers
- ❖ **Serve** foods at the peak of their ripeness
- ❖ **Enhance** market opportunities for local farmers
- ❖ **Effectively communicate, and model** healthy food choices and programs in our system and local and national communities

**Pledged by the partners of
FEAST Senior Nutrition Program in Montpelier, VT:**

Just Basics, Inc., Good Taste Catering, and Montpelier Senior Activity Center

FY17 – July 2016-June 2017

Description of VT Food TV Program

A project of Good Taste Catering, produced by Justin Turcotte

Addendum #1 to FY17 MOU between GTC and MSAC

Introduction / Project Summary:

Audio-visual recording equipment and a flat-screen monitor will be purchased by Good Taste Catering and installed in the Montpelier Senior Activity Center kitchen space at 58 Barre Street. For the purposes of the VT Food TV Program, GTC will use the equipment to capture on camera the important work—successes and challenges—that occurs as a dedicated team of staff and volunteers work together to produce healthy, delicious food.

Project Goals:

- Volunteers will see themselves on TV if they wish. There will be an orientation process for new volunteers to ensure they understand what is happening and to provide them with the choice to participate.
- People in their homes will see FEAST staff making their meals.
- There will be an archive of what goes on in the kitchen that can be edited to make a documentary, for marketing use, for staff training in-house and beyond, or put online for further distribution.
- There will be a new way to reach young people who increasingly use digital media as their primary means of accessing information.
- This project will be easily shared with a range of government and non-government stakeholders at the local, regional, statewide and even national level, via the internet.
- This project will have connections with health care reform, demonstrating that nutrition programs like ours can be part of the solution and sharing our model of addressing public health and well-being.
- This media tool will inspire participants and volunteers to keep the program robust.
- Good Taste Catering dba Taste Solutions will all assume financial liability for this project and retain rights and ownership of the work product, while recognizing that the other partners have a non-financial stake in it and representing their interests.
- There will be a work product to use in fundraising efforts to motivate donors to Just Basics Inc. and Montpelier Senior Activity Center. A portion of the media created will be available free of cost to the partners.
- The FEAST model and experience will be humanized for the public, other organizations and institutions that may benefit from remote viewing via the internet.
- The platform will be divided into separate categories, allowing viewers to easily browse episodes of varying lengths to find what is most useful to them or their organization. For example, episode categories will include:
 - How to Cook
 - Partners
 - Volunteers

- Socialization
- Interpersonal Cooperation

Potential Highlights

- **Ultra-local foods** and getting **local gleaned foods** to people who need them
 - 80% of all meals offered contain local/organic foods
 - This presents challenges for menu planning, ordering, and food preparation
- **Food Education:** simple, economical cooking methods as the foundation of the meals
 - One-on-one teaching and group collaboration
 - Stories, recipes and techniques shared among participants
 - Batch cooking methods are shared to maintain the highest quality foods, such as pre-blanching, shocking and reserving green vegetables to retain color and texture
 - Clients are presented with new dining experiences such as whole grains and fresh herbs.
- **Food Therapy:** the diverse reasons for volunteers aged 10-92 to serve in the senior meal program – lots of smiles while working together to help people eat better
 - Motives include job training, socialization, community-based learning for youth, learning to cook whole foods, community service, and escaping abusive or institutionalizing situations.
 - Hand work such as vegetable cutting helps foster conversations
 - The feeling of accomplishment from contributing is healing and rewarding
 - The space feels like a home kitchen with good light and a large wooden table
 - Volunteers come from very diverse backgrounds, so things happen and it is often entertaining
 - Stories are shared, and there is little judgment; patience and kindness abound.
- **Respect:** volunteers express their pleasure in being of service to seniors and having a way to show and cultivate respect for them.
- **Safety:** As long as basic food safety, workplace conduct and personal safety rules are followed, no one is asked to leave even as emotional interpersonal issues arise, are addressed and resolved.
- **Connection:** Restoring the connections between the people making food, the recipients and the food itself.
- **Food as Art:**
 - Culinary arts are a tactile and transient art form that provide entertainment and nourishment not only for the recipient but for the creator.
 - Volunteers are encouraged to express themselves through food and regularly contribute to the menu.

VT Food TV will also serve to document what we are doing in our 3-way partnership between a non-profit organization, a for-profit company and a city municipal department, serving over 14,000 high-quality, delicious, convenient meals in the first year. The FEAST / senior nutrition program is run without salaried or benefitted staff, and the municipality is not liable for fluctuations in food or labor costs. See table below for a summary of the partners' obligations.

OBLIGATIONS	Senior members	MSAC / Municipality	IBI / Non-profit	GTC / For-profit
COST OF GOODS				
Facilities, Utilities, Chemicals, Office Supplies		X		
Equipment / basic		X		
Equipment / additional			X	X
Food Purchases and Inventory management				X
Annual Contracts for Cost of Goods (MSAC pays IBI; IBI pays GTC)		X	X	
LABOR				
Volunteer Labor	X			
Vermont Associates Paid Labor / oversight or supervision (paid by state program)		X	X	X
Paid Staff Labor – Food production / Training				X
Administrative, Volunteer and participant management			X	
Administrative, facility and outreach support		X		
FUNDING				
Clients / contributions and fees	X			
Federal Funding / Older American Act reimbursements through contract with CVCOA			X	
Clients / Private Catering				X
Municipal tax appropriation and Private investment funds		X		
Grantwriting and Direct appeals		X	X	
Other Fundraising		X	X	



**Addendum to Agenda
for
Regular City Council Meeting**

Wednesday, June 15, 2016

- 4) 16-180. o) Request for a waiver of the City's Noise Ordinance from the National Life Group for the installation of electrical conduits behind the Parking Garage on the night of June 24th and 25th. 



CITY COUNCIL Agenda Item #16-180(o)

Date: June 15, 2016

Consent x Discussion

SUBJECT: Request for a Waiver of the City's Noise Ordinance

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: City Council approval is required for waivers of the City's Noise Ordinance.

BACKGROUND INFORMATION: All residents within the area have been notified by the National Life Group.

SUPPORTING DOCUMENTS: Copy of letter sent out to residents by NLG, as well as a map showing where the work will take place.

INTERESTED PARTIES: All residents within the affected area; Montpelier Police Department

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the "CITY MANAGER'S APPROVAL:" text.



National Life
Group®

Timothy T. Shea
2nd Vice President Facilities, Purchasing & Contracting

June 13, 2016

Dear City Manager and Council Members,

National Life Group is planning to install electrical conduits behind the Parking Garage on the night of June 24th and 25th. We plan to do this work at night and accordingly, are asking for an ordinance variance from the Montpelier City Council. Notification was sent to all neighbors within 250 feet of work area on June 13th.

If there are no weather delays or unforeseen problems, the project may be finished as early as Sunday, June 26th 2016. All trucks and equipment will gain access to National Life Group from Memorial Drive not Northfield Street.

While we don't expect the noise related to the work to disrupt you, National Life Group would like to offer local hotel rooms to any neighbors that can't tolerate the night time noise P.M. for the days in which this project is in operation.

Please do not hesitate to call or email me if you have any questions.

Thanks,

Timothy T. Shea

National Life Group® (NLGroup) is a trade name of National Life Insurance Company, Montpelier, VT, Life Insurance Company of the Southwest (LSW), Dallas, TX and their affiliates. Each company of NLGroup is solely responsible for its own financial condition and contractual obligations. LSW is not an authorized insurer in New York and does not conduct insurance business in New York.

P: 802-229-3559 | F: 802-229-3007 | M: 802-249-0404 | tshea@nationallifegroup.com
One National Life Drive, Montpelier, Vermont 05604 | www.NationalLife.com

Experience Life®

Subject:

Parking Garage

Davis Building

TO EXISTING 4160V EMERGENCY SWITCHGEAR

PROPOSED PARKING GARAGE MAIN CB

EXISTING DAVIS BUILDING 12470V TRANSFORMERS TO REMAIN

EXISTING DAVIS BUILDING 4160V TRANSFORMERS TO REMAIN

SEE DRAWING S1.0 FOR BELOW GRADE CONDUIT ENTRY DETAIL

INSTALL NEW CABLE IN EXISTING DUCTBANK NEW PRIMARY FEED TO DAVIS BUILDING

EXISTING MANHOLE TO REMAIN

EXISTING CONDUIT NOTE 10

UNDERGROUND DUCTBANK TO REMAIN

EMH #5

NOTE 2

PROPOSED 800VVA TRANSFORMER 20' NOTE 11

Night Work
June 24th + 25th

48.00 x 36.00 in



CITY COUNCIL Agenda Item #16-180(f)

Date: June 15, 2016

Consent x Discussion

SUBJECT: Northfield Street Engineering Services Contract Approval

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve an Engineering Services Contract with Dufresne Group Engineering for preliminary engineering services on the Northfield Street Reconstruction Project and assign the City Manager as duly authorized agent for the contract.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: \$76,400

SOURCE OF FUNDS: Water Fund, Sewer Fund, General Fund and State Revolving Loan Funds

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The water and sewer mains along Northfield Street are in poor condition. The State of Vermont is planning to pave Northfield Street in 2018. In order to maximize the life of the new paving, the underlying utilities need to be replaced. In addition to utility work, the consultant will assess options for bicycle and pedestrian improvements.

SUPPORTING DOCUMENTS: Attached Engineering Services Agreement

INTERESTED PARTIES: DPW / Sewer Rate Payers / Water Rate Payers / Tax Payers

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.

Engineer's Letterhead

June 7, 2016

William Fraser, City Manager
City Hall, 39 Main Street
Montpelier, Vermont 05602-2950

Re: Engineering Services Agreement to prepare a Preliminary Engineering Report (PER) for Utility, Sidewalk, and Curb Replacement on the Eastern portion of Northfield Street for Engineer's Project No. 4160002

This AGREEMENT is written pursuant to the **City of Montpelier's** (OWNER's) request for Dufresne & Associates, PC dba Dufresne Group (ENGINEER) to provide professional engineering services as outlined below.

SCOPE OF SERVICES

Professional engineering services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this AGREEMENT, the Owner agrees to compensate the ENGINEER as follows:

I. Basic Services –		
Study and Report Phase	\$52,800.00	Lump Sum (LS)
Preliminary Design Phase	\$	LS or Not to Exceed (NTE)
Final Design	\$	LS
II. Field Surveys	\$	NTE
III. Subsurface Explorations	\$5,900.00	NTE
IV. Special Services	\$17,700.00	NTE
V. Additional Services	\$	NTE
Total amount of items to this AGREEMENT		\$76,400.00

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the ~~CLIENT~~ **OWNER** will be limited to the lump sum fee indicated for each LS work item above.

Not-To-Exceed Services (NTE): A Fee based on expenses incurred in the interest of the Project, **will be charged on an hourly rate plus expenses based on the rates and charges shown in Attachment 2, Table 1 – Schedule of Fees.** ~~to include direct labor equal to the actual salaries of personnel, overhead expense of 1.____ times direct labor and profit of ____% of direct labor and overhead, _____ plus reimbursable expenses per Attachment No. 3.~~ The cost to the ~~CLIENT~~ **OWNER** will be at or below the NTE fee indicated for each work item above **unless the budget is modified by amendment to reflect additional work required to complete the task.**

All invoices/bills **for not-to-exceed tasks will accurately depict time and expenses for the invoice period as shown in Attachment No. 5. Invoices for not-to-exceed tasks will also include the budget as amended (if applicable) and show the total costs to date by task based on current and previous invoices.** ~~(see Attachment No. 5) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each _____ invoice/bill.~~ All invoices/bills to the OWNER will be formatted to comply with the current **directive from the State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.**

It is understood that the Engineer's labor rates are adjusted annually in January **beginning on January 1, 2016.** The fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to Attachment No. 2 – Schedule of Fees, ~~Attachment No. 3 – Reimbursable Expenses and Attachment No. 4 – Level of Effort~~

TERMS AND CONDITIONS

Refer to Attachment No. 6 for the Terms and Conditions that govern this AGREEMENT and any fully executed Amendment(s).

EXECUTED AGREEMENT

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

DURATION OF SERVICES

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within **60** consecutive calendar days.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment **Nos. 1, 2, 4, 5, and 6 (excluding Attachment 3)**, for the compensation and duration specified.

Engineer: **Dufresne & Associates, PC dba Dufresne Group**

(signature)
By: **Robert E. Dufresne, PE**
Title: **President**

(signature)
By: **Naomi R. Johnson, PE**
Title: **Senior Vice President**
Dated: **June 7, 2016**

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1, 2, 4, 5 and 6 (excluding attachment 3)**.

OWNER: **City of Montpelier, Vermont**

Authorized Representative

Date of Execution

Witness to Signature

Executed in Triplicate

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

The OWNER is planning to **construct sidewalk improvements and replace water main and sewer main on a portion of Northfield Street shown in Figure 1 prior to a 2018 planned VTrans pavement replacement project.**

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services **to prepare a Preliminary Engineering Report to evaluate alternative water and sewer main sizes and materials and sidewalk/curb/roadway alternative layouts and defined in this Attachment.**

~~This scope of services is based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF or DWSRF) and/or Grant for this project.~~

Scope of Services:

The ENGINEER will prepare a Preliminary Engineering Report which complies with the requirements of the Drinking Water State Revolving Fund (DWSRF) and the Clean Water State Revolving Fund (CWSRF). The PER will include the following components:

- I. **Basic Services during the Preliminary Phase:**
 1. **Review existing information provided by the Owner including survey data, drawings, tie sheets, reports, and previous construction records for the 4,400 linear foot section of Northfield Street from Route 2 (Berlin Street/Memorial Drive) to about 100 feet west of the Freedom Drive intersection as shown in Figure 1 (hereinafter referred to as the Project Area).**
 2. **Provide a brief overview of Project Planning including the project location, environmental resources present, current and expected population trends, and community engagement procedures to be used during the project.**
 3. **Describe the existing facilities in the Project Area including a location map, the history of the project, the condition on the existing facilities, the financial status of Owner regarding the water and sewer department, and describe any water/energy/waste audits recently completed or in progress.**

4. Describe the need for the project including health, sanitation, and security, replacement of aging infrastructure, and compliance with reasonable growth.
5. Using the existing survey data files (provided by the Owner) with the existing data obtained under “Special Services” for the Project Area, prepare preliminary phase drawings suitable for depicting concept alternatives for inclusion in the PER.
6. Evaluate various options for water main replacement:
 - a. Using the water system hydraulic model, evaluate alternative water main sizes considering existing and projected future customer and fire suppression demands considering growth along Route 12 as well as a possible wholesale connection with the Town of Berlin. Discuss the size issues should a water storage tank ever be constructed near Westview Meadows Drive. Recommend a water main diameter that best provides for future service to this area.
 - b. Evaluate alternative water main materials for use in the Project Area. Alternative materials to be evaluated include ductile iron, high density polyethylene (HDPE), and AWWA C-900 PVC and AWWA C-909 PVC. The evaluation will include estimated capital cost, bedding requirements, material characteristics, service connection issues, expected service life, water and energy efficiency, sustainability, maintenance issues, and other factors. Recommend the best water main material to serve the needs of Montpelier considering both life cycle cost analysis and non-monetary factors.
 - c. Evaluate alternative installation methods including conventional open cut, pipe bursting for water main replacement. Discuss issues such as capital cost, connection of services and hydrants, and other issues related to the various methods. Recommend the most advantageous method for the Owner.
 - d. Discuss the cost and benefit of using a temporary water system and removing the existing cast iron water main where it exists in the Project Area. Compare this alternative to maintaining the existing water system during construction until the new water system is on line.
 - e. Evaluate the cause of low pressure complaints at Westview Meadows and evaluate potential solutions to ensure system pressure complies with the Vermont Water Supply Rule under any system condition including peak hour and fire flow. Evaluate the alternative for a booster pump station and various pressure stabilization methods such as a small storage tank and use of constant pressure variable speed motors. Estimate the capital and operation and maintenance costs for such an alternative.
7. Evaluate various options for sanitary sewer main replacement:
 - a. Evaluate alternative sewer main sizes. Confirm that 8-inch diameter sewer will meet the needs of existing and future customers that may connect based on possible growth along Route 12 in Berlin. Consider

the capacity and the hydraulics effects of a potential sewage pump station if ever constructed west on Route 12. Recommend the best pipe diameter to serve the current and future needs of the City.

- b. Evaluate alternative sewer main materials for use in the Project Area. Alternative materials to be evaluated include ASTM D 3034 Type PSM SDR-35 PVC, high density polyethylene, and AWWA C-900 PVC. The evaluation will include estimated capital cost differences, bedding requirements, material characteristics, service connection issues, expected service life, maintenance issues, and other factors. Recommend the sewer main best material to serve the needs of Montpelier considering both life cycle cost analysis and non-monetary factors.
 - c. Evaluate alternative installation methods including conventional open cut, pipe bursting, slip lining or the use of cure-in-place (CIP) liners for renovating sections of the existing sanitary sewers for continued use rather than replacing these sewers for sewer main replacement. Estimate the costs for these methods and compare costs and advantages and disadvantages with replacement methods. Discuss issues such as capital cost, connection of customer services and structures, and other issues related to the various methods. Recommend the most advantageous method for the Owner to serve the needs of Montpelier considering both life cycle cost analysis and non-monetary factors.
- 8. Obtain a price quote for purchase of HDPE fusing equipment for consideration by the Owner.
 - 9. Prepare three roadway/sidewalk/curb alternatives provided by the Owner for the portion of the Project Area from Memorial Drive to Freedom Drive consideration and selection by the Owner. Horizontal configurations will be developed for these alternatives as well as representative cross sections showing lane width, sidewalk, and greenbelt. Options may include but are not limited to using alternative materials for curb and sidewalk, providing a greenbelt between the curb and sidewalk, parking configurations,, bike lanes and various sidewalk widths. Discuss any issues that may affect utility structure placement due to these different layouts including valve boxes, manholes, and hydrants. Develop estimated quantity and cost differences for the three alternatives based on itemized quantity take offs and estimated unit prices.
 - 10. Prepare preliminary drawings showing the vertical and horizontal alignment for up to two alternatives that comply with applicable state regulations. Using Civil 3D design software evaluate potential conflicts between proposed sanitary sewer, existing storm drain, and proposed water main. Comment on the potential of conflicts with existing utilities such as sanitary sewer and services, existing water main and services, and existing storm drain and related structures. Discuss any issues that require construction activities to

ensure vertical and horizontal separation from existing or proposed utilities to meet State regulations.

11. Based on the subsurface information obtained under Special Services, assist the City by evaluating the need for and location of underdrain at applicable locations within the project area.
12. Discuss the Owner's current concept for repair of a dry laid field stone retaining wall and estimate the price to repair the retaining wall.
13. Present the alternative layouts to the Owners public works staff and select the best alternative for final design.
14. Prepare a Basis of Final Design summary table indicating the selected sizes and materials for all items to be used on the project.
15. Based on the selected preliminary design alternative, prepare a quantity take off and unit price estimate for the project based on the preliminary drawings. Expand the construction cost estimate into an estimate of the total project cost for use by the Owner.
16. Describe any effects of this project on the existing water and sewer budget including operational and maintenance, debt repayment, and any effects on reserve accounts.
17. Prepare a set of Preliminary Drawings of the selected alternative including standard details for installation of water main and appurtenances and for sanitary sewer and related structures and services.
18. Prepare a traffic control plan for review by the Owner and revise the plan as necessary based on review comments.
19. Prepare a project schedule and describe the permits required for the project and present a realistic schedule to obtain these permits.
20. Evaluate the revenue requirements for the existing O&M costs, projected future O&M costs, capital fund reserve for equipment replacement, existing capital debt, and project debt for capital improvements. Consider probable funding programs and suggest any modifications to the existing rate to equitably provide revenue to fund the costs of the system. Project the annual water rate and sewer rate effects for typical residential, commercial and industrial customers.
21. Develop a descriptive narrative based on the information developed and present the results in a bound report with tables, figures, and maps to convey the information to State and Local officials.
22. Provide client communication during the project including correspondence, e-mail communication, and telephone contacts with the authorized representative and with various State and Federal officials during the natural progression of the project.
23. Prepare three copies of a 90% complete bound document that encompasses all findings, figures and tables for review by City officials. Provide three copies to the City, one copy to the DWGWPD and one copy to Facilities Engineering Division (FED) as a pdf file, and one copy to USDA Rural Development as a pdf file. Receive review comments by these local and State

officials and respond in writing to the review comments. Assist the Owner in receiving the approval of the planning document from the DWGWPD, FED, and from RD.

24. Prepare five copies of the final bound report to the Owner. Provide one paper copy to Rural Development if deemed a funding partner. Provide pdf copies to DEC and FED.
25. Prepare a Vermont Environmental Informational and Documentation (EID) form that complies with DWSRF and CWSRF funding requirements including an Archaeological Resource Assessment prepared by a specialty subconsultant submit the form to the Facilities Engineering Division and request a Categorical Exclusion for the project.
26. Attend meetings with the OWNER and funding or regulatory officials as required during the normal course of the project. Four meetings are anticipated.

II. Special Services during the Preliminary Phase:

1. Contact Dig Safe and arrange for marking member subsurface utilities in the Project Area.
2. Separately walk the project with representatives from FairPoint and obtain specific horizontal and vertical information on buried structures and conduit banks.
3. Field walk the Project Area and record the surface markings and add this information into the base map data file.
4. With assistance from the Owner, obtain the elevation and location of existing sewer services at customer locations by entering the structure or using City tie sheets.
5. Review the field information such as invert elevation of manholes, sewers at structures, catch basins, storm drain at structures previously obtained by the Owner. Obtain any additional information required. Augment the existing survey data files with this field obtained information. Prepare schematic figures showing the sewers entering manholes for depiction on the preliminary drawings.
6. Complete field survey to pick up boring locations, dig safe markings, FairPoint input, and any items noted as missing from the VTrans survey data files.
7. Convert existing survey data files into AutoCAD format drawings to be utilized for preliminary phase drawings and final design. Work to include building a topographic surface, updating line-types, symbols, colors, etc. to ensure proper printing and plan production.
8. Perform dye testing at any questionable sewer service locations.
9. Coordinate and communicate with public service regulated utilities for electric power, telephone, television, and communication. Discuss utility company plans or requirements for any relocation, replacement, or temporary measures for utility pole restrain during construction.

10. Provide funding assistance to the Owner as requested in discussions with representatives of the DWSRF, CWSRF, and Rural Development.
11. Attend meetings with the OWNER and or regulatory officials during the normal course of the project.

III. Subsurface Explorations

1. After utilities are marked in the Project Area, arrange for and schedule a boring subcontractor to complete subsurface split spoon driven probes to 8-feet in depth in the Project Area to determine the existing soil material, condition and depth of roadway base and subbase, presence of groundwater or wet and/or unstable material. Attend and observe these activities and record the type and condition of soils encountered. Obtain samples where necessary for additional testing such as sieve analysis. Based on the results of split spoon probes and/or solid auger probes prepare utility profiles showing refusals and estimates of ledge profiles based on refusals.

END OF ATTACHMENT No. 1

ATTACHMENT NO. 2

Schedule of Fees)

Standard Hourly Rates:

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply ~~(for the duration of this agreement unless it is specifically amended or until (date))~~ for Additional Services as described in Attachment No. 1 – Scope of Services, Section 5 are shown in Table 1 – Schedule of Rates and Terms for Year Ending 2016.

Schedule: (Example)

<u>Billing Class</u>	<u>Position Title</u>	<u>Hourly Rate</u>
9	Principal	\$
8	Staff Manager	\$
7	Project Manager	\$
6	Project Engineer	\$
5	Senior Engineer	\$
4	Staff Engineer	\$
3	Junior Engineer	\$
2	Senior Technician	\$
1	Technician	\$
Administrative Staff		\$

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2016

FEES:

Engineering and Technical Services:

President (R. Dufresne, P.E.).....	\$190.00 per hour		
Senior Civil Engineer/Office Manager (N. Johnson, P.E.; VP) .	\$175.00	"	"
Project Manager/Office Manager (C. M. Haskins, PE).....	\$120.00	"	"
Project Manager/Office Manager (A. J. Day, PE).....	\$115.00	"	"
Project Engineer (T. P. Knapp, PE).....	\$100.00	"	"
AutoCAD Design Tech/RPR/Office Manager (B. Baker, CST-B) .	\$85.00	"	"
Field Engineer (R. Goodwin)	\$85.00	"	"
Engineer/AutoCAD Designer/RPR (E. A. Emmons, EI).....	\$75.00	"	"
Entry Engineer/AutoCAD/RPR (C. W. Flower, EI)	\$75.00	"	"
Technician/AutoCAD/RPR Tech (M. Bissell, AS)	\$65.00	"	"
Technician/AutoCAD/RPR Tech	\$60.00	"	"
Survey Tech	\$60.00	"	"
Entry Level Technician	\$58.00	"	"
Co-op Engineer or Technician	\$55.00	"	"

Administrative Services:

Clerical Office Manager	\$60.00 per hour
Clerk Typist	\$40.00 per hour

EXPENSES:

Mileage - passenger car	\$ 0.575 per mile
Use of soils or survey truck and related equipment.....	\$0.68 per mile
Moisture density tests	\$200.00
Soil sieve analysis	\$200.00
Toll telephone charges including cell phone.....	No Charge
CAD system including plotter	No Charge
Project file storage	No Charge

Copying - Xerox

24" x 36"	\$2.50 each
8½" x 11" B&W.....	\$.10 each
8 ½" x 11" Color.....	\$.20 each
11" x 17" B&W.....	\$.49 each
11" x 17" Color.....	\$.98 each

Subcontracted Services:

Equipment charges, backhoe, outside surveying, mapping or
Reproduction services, special consultants, if requiredAt Cost Plus 8%

Other charges not listed herein:

Miscellaneous charges not listed By Mutual Agreement

Refer to notes on the following page:

NOTES - SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2015

- 1. Time provided in excess of 40 hours per week or after 9 PM shall be provided at 150% of the rates shown.**
- 2. Time and Expense Charges for Dufresne Group (DG) are valid through December 31, 2016.**
- 3. New Employees may be added from time to time at charge rates commensurate with their qualifications and experience.**
- 4. Items paid on a time and expense basis shall be based on the rate table as previously shown in this Attachment.**
- 5. Reimbursable expenses shall be defined as the actual expenses incurred directly or indirectly in connection with the project for independent professional associates or consultants. Costs for work by others shall be charged to the Owner at 108% of the actual cost incurred. Charges for transportation and subsistence; mail, reproduction of reports, drawings, specifications, meals and lodging, and project related telephone charges shall be charged at the actual cost incurred without mark up.**
- 6. Services provided under the Not to Exceed (NTE) method of payment shall not exceed the total limit for all NTE items shown. DG agrees to cease all activity under such items until the limit is formally modified. Where individual estimates are shown (Resident Project Representation, Special Services, and Additional Services), DG can modify individual estimates as necessary as long as the total limiting sum for special services is not exceeded.**
- 7. Services provided under a fixed fee or lump sum basis shall be billed on a percent complete basis.**
- 8. The fees are based on the "level of effort" as shown in Attachment 4. Any significant changes in the project schedule or the anticipated level of effort may require amending the fees and charges to reflect such changes.**

END OF ATTACHMENT NO. 2

ATTACHMENT NO. 3 (not used)

Reimbursable Expenses (Example)

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

_____ Subconsultants _____ @ cost or cost plus a maximum of 8%
_____ Outside Vendors _____ @ cost or cost plus a maximum of 8%

Travel Related Expenses:

_____ Auto Travel (to include gas and other service charges)* _____ @ \$0.51/mile
* Mileage reimbursement limited to maximum federal government rate.
As of January 1, 2011 the mileage rate is \$0.51/mile.
_____ Other Travel (to include air fares, rentals, tolls, etc.) _____ @ cost
_____ Meals & Lodging _____ @ cost

Reproduction Expenses (provided in-house):

_____ Reproductions (provided in-house)
8½ x 11 one sided copy _____ @ \$0.08/each
8½ x 11 two sided copy _____ @ \$0.12/each
24 x 36 blueline print _____ @ \$3.50/each
_____ 36 x 48 blueline print _____ @ \$5.00/each
Mylar or velum plots _____ @ \$8.00/each

Administrative Expenses:

Postage _____ @ cost
Shipping _____ @ cost
Other Administrative Expenses _____ @ cost

END OF ATTACHMENT NO. 3

ATTACHMENT NO. 4

Level of Effort

Insert Attachment 4
Level of Effort

END OF ATTACHMENT NO. 4

ATTACHMENT NO. 5

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

Engineering Consultant's Letterhead

To: _____	Date _____
_____	Payment Request No. _____
_____	Engineer Invoice No. _____
_____	Billing period: _____ to _____

Project #: Project Title: _____
State Loan and/or Grant No.: _____

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total \$ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

Engineering Step & Service Summary*

Agreement date: _____

<u>Step I Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Feasibility Study and Report				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Preliminary Design:				
Agreement: \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____

=====

TOTAL Step I Phase \$ _____ \$ _____ \$ _____ _____

As a minimum, the following information must appear on each engineering invoice/bill to project
Owners expecting loan or grant reimbursement from the VT FED

Agreement date: _____

<u>Step II Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Final Design Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Other: List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments: List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
TOTAL Step II Phase \$ _____				
=====				
	TOTAL	\$ _____	\$ _____	_____

Agreement date: _____

<u>Step III Phase **</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Bidding Services \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Construction Basic (including 1 year performance evaluation and 11 th month inspection when required) \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Resident Project Representative: \$ _____ (NTE)	\$ _____	\$ _____	\$ _____	_____
Other: List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments: List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
=====				
TOTAL Step III Phase	\$ _____	\$ _____	\$ _____	_____

*Sub-consultant and other services: provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)

**** Construction Contract – Date of issuance of the “Notice to Proceed”:** _____

Original Construction Contract Completion date: _____

Latest Amended Construction Contract Completion date: _____

Certification statement: I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the Owner and Engineer and as approved for funding by the State of Vermont.

By: _____
(Engineer's signature)

ATTACHMENT NO. 6

TERMS AND CONDITIONS

Extent of Agreement: This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

1. **Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
2. **Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.
3. **Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of

termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.

4. **Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.
5. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
6. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
7. **Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the OWNER ~~CLIENT~~ agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
8. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for

all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.

- 9. Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.
- 10. Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
- 11. Ownership of Documents:** All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.
- 12. Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.
- 13. Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.
- 14. Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.
- 15. Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

- 16. Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 17. Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 18. Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.
- 19. Insurances:** Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.
- a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.
 - b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises – Operations
 - Independent Contractor's Protective
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
\$ 1,000,000 per Occurrence

\$ 1,000,000 General Aggregate
\$ 1,000,000 Products/ Completed Product Aggregate
\$ 50,000 Fire Legal Liability

- c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:
\$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.

- 20. Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.
- 21. Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 22. Electronic Files:** The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

- 23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.
- 25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- 26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

END OF ATTACHMENT NO. 6



CITY COUNCIL Agenda Item #16-180(h)

Date: June 15, 2016

Consent x Discussion

SUBJECT: FY17 \$1,750,000 Tax Anticipation Note

SUBMITTING DEPARTMENT: Finance Department. Please contact Sandy Gallup, sgallup@montpelier-vt.org if you have questions.

RECOMMENDED ACTION: Accept Community National Bank's bid for a \$1,750,000 Tax Anticipation Note for FY17 (July 1, 2016 to June 30, 2017) to cover the expenses for the General Fund, School System and Recreation Department. Approve the Tax Anticipation Note Resolution and execute the loan documents.

RELATED COUNCIL GOAL/PRIOR ACTION: City Council will set FY17 Tax Rates in early July.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: Bids on loan and investment interest rates were received on Tuesday, June 7, 2016. After considering the City's cash flow needs throughout the fiscal year, the Finance Director and the City Treasurer recommend the acceptance of Community National Bank's bid for tax anticipation borrowing at the rate of 2.80%, combined with an Investment Money Market Account earning 3.55% interest.

SUPPORTING DOCUMENTS: Bid tabulation sheet, Tax Anticipation Resolution, Note and Non-arbitrage and Use of Proceeds Certificate

INTERESTED PARTIES: N/A

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a white rectangular background.

CITY OF MONTPELIER
BID RESULTS

June 7, 2016

Present: Sandra Gallup, Finance Director
Charlotte L. Hoyt, City Treasurer

\$1,750,000 TAX ANTICIPATION NOTE:

Community National

Tax Anticipation Loan Rate 2.80% with Investment-Money Market Rate 3.55% (3.61% effective rate)

Line of Credit .97%

People's United Bank

Tax Anticipation Note Rate 1.35% with Investment Rate 1.56%

Line of Credit 1.35%

Merchants Bank

Tax Anticipation Note Rate.90%

No. 11141240-50

**CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602**

TAX ANTICIPATION NOTE

\$1,750,000.00

July 1, 2016

FOR VALUE RECEIVED, the City of Montpelier, promises to pay Community National Bank with its main office at the Town of Derby, County of Orleans and State of Vermont, or any Community National Bank branch office, the sum of

One Million Seven Hundred Fifty Thousand dollars and No/100
(\$1,750,000.00)

plus interest from July 1, 2016, at a fixed rate of 2.80% percent, per annum, until June 30, 2017. The annual interest rate on this note is computed on a 365/365 basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding.

This note is issued in anticipation of the receipt of taxes levied, assessed and collected for the fiscal period commencing July 1, 2016. Execution and delivery of this note is authorized by affirmative vote and resolution duly adopted by the Trustees of the City of Montpelier at a meeting thereof duly noticed, called and held on June 15, 2016. It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have happened, and have been performed in regular and due form as required by law, and that the full faith and credit of the City of Montpelier are hereby irrevocably pledged for the payment of this note.

ATTEST

City of Montpelier
By:

Clerk

Montpelier City Council or a
Majority Thereof

And by: _____
Treasurer

**CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602**

NON-ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

TAX ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the Montpelier City Council of the City of Montpelier, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the \$1,750,000.00 Tax/Revenue Anticipation Note Number 11141240-50 of the Issuer (the "Note"), which Note is dated July 1, 2016, and is payable as therein set forth:

1. The Issuer is issuing and delivering the Note simultaneously with the delivery of this Certificate.
2. We are the Officers of the Issuer charged by law with the responsibility for issuing the Note.
3. The Note is being issued in anticipation of the collection and receipt of taxes to be levied and assessed during the fiscal period and/or to pay current expenses of the Issuer as the same accrue.
4. The entire amount borrowed by the issuance of the Note in anticipation of the receipt of taxes, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed ninety percent (90%) of taxes levied and assessed by or on behalf of the Issuer for the purpose of funding approved budget expenditures of the issuer for the fiscal period set out in Section (3). The amount borrowed by the issuance of the Note to pay current expenses does not exceed anticipated legitimate governmental expenditures for which the Issuer is responsible. All of the proceeds of the Note are expected to be needed and expended for such approved expenses of the Issuer within twelve (12) months from the date of the Note.
5. Payment of the expenses financed by the Note is expected to proceed hereafter with due diligence and in accordance with the schedule of expenditures set forth on the attached Cash Flow Certificate dated May 25, 2016.
6. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.
7. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will be expended for governmental purposes within the period stated in paragraph (4) above.

8. The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.
9. To the best of our knowledge, information and belief, the above expectations are reasonable.
10. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.
11. No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:
 - A. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as "private activity bonds", as that term is defined under Section 141 of the Internal Revenue Code of 1986;
 - B. Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental entity;
 - C. Loaned to any person directly or indirectly other than the Issuer;
 - D. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
 - E. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;
 - F. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.
12. The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof.
13. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.
14. Neither the proceeds of the Note, nor the earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note(s).
15. The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, unless the manner of such payment, refunding or security

ensures that interest paid on the Note continues to be excludable from the gross income of the recipient thereof for federal and state income tax purposes.

16. The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.
17. The proceeds of the Note will not be used in a manner that will cause the Note to be arbitrage bonds or private activity bonds within the meaning of Sections 103©, and 141 and 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated there under.
18. The aggregate principal amount of the Note is not greater than the maximum anticipated cumulative cash flow deficit which has been computed in accordance with the Regulations identified in paragraph (17) hereof, which computation is shown on the accompanying Cash Flow Certificate dated May 25, 2016.
19. This Certificate is executed and is being delivered pursuant to Treasury Regulations Section 1.148-2(b)(2)(i).
20. The Issuer hereby designates the Note as a “qualified tax exempt obligation” under Section 265(b) of the Internal Revenue Code of 1986, as amended.

Dated: July 1, 2016

Treasurer

City of Montpelier
By:

Montpelier City Council or a
Majority Thereof

**CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602**

RESOLUTION

TAX ANTICIPATION NOTE

On the 15th day of June, 2016 at a duly warned meeting of the Montpelier City Council of the City of Montpelier in the County of Washington, and State of Vermont the following action was taken:

Upon Motion duly made and seconded, it was approved that the City of Montpelier borrow an amount not exceeding \$1,750,000.00 from Community National Bank, with its main office at the Town of Derby, County of Orleans and State of Vermont. It was further resolved that said borrowing shall be for the purpose of funding approved budget expenditures in anticipation of the receipt of taxes to be levied, assessed and collected for the fiscal period commencing July 1, 2016. The amount borrowed does not exceed 90% of taxes assessed for said fiscal period.

It was further resolved that the Treasurer and at least a majority of the legislative body of the City of Montpelier shall have the authority to act on behalf of the City of Montpelier in executing any notes or other documents as may be required to consummate the loan transaction contemplated by this resolution. It was further resolved that the City of Montpelier shall be bound by the terms and conditions of such Notes or other documents.

Dated this 1st day of July, 2016

ATTEST: By: _____
Clerk



CITY COUNCIL Agenda Item #16-184

Date: June 15, 2016

Consent ☐ Discussion ☒

SUBJECT: Taxi Ordinance Amendments

SUBMITTING DEPARTMENT: City Clerk/Police Department

RECOMMENDED ACTION: Hold public hearing, discuss, amend if necessary, schedule second hearing

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: No legal requirements

BACKGROUND INFORMATION: Uber's operation in the city presents challenges under the current taxi and licensing ordinances, and in doing so highlights out-of-date language and unenforceable requirements within the taxi ordinance.

SUPPORTING DOCUMENTS: Proposed Amendments

INTERESTED PARTIES: City Clerk, Police Department, taxi services operating within Montpelier

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", written over the City Manager's Approval line.

Chapter 9

ARTICLE XIX. TAXICABS

Sec. 9-1900. LICENSE REQUIRED, TAXICAB.

No person, firm or corporation shall operate a taxicab within the city limits until a license has been obtained ~~for each vehicle~~ and unless there has been compliance with all other regulations in this article.

~~Sec. 9-1901. LICENSE REQUIRED, OPERATOR.~~

~~Each natural person who shall operate a taxicab within the city limits shall obtain a City of Montpelier Taxicab Operator's License.~~

~~Sec. 9-1902. DRIVER CONDUCT.~~

~~All operators of taxicabs shall be neat, clean and courteous at all times when operating a cab for hire. No taxicab operator shall drive about the streets or other public places seeking business, nor soliciting passengers with a loud voice or in a rude, rough, or boisterous manner.~~

Sec. 9-1903. DEFINITIONS.

(a) "Taxicab" is a motor vehicle used for transporting passengers for hire within the city of Montpelier but shall not include those vehicles operating on regularly scheduled routes and times in intertown and interstate transportation which are subject to states or federal regulation.

(b) "Operator" is the individual driver of a taxicab.

Sec. 9-1904. INSURANCE REQUIRED.

It shall be unlawful for any person to operate a taxi business within ~~or drive a taxicab, or permit the same to be driven or operated on the streets of~~ the city unless the owner or operator thereof shall have first procured and filed with the city clerk proof of purchase for the license year of a liability insurance policy which terms and conditions thereof shall be such as to provide protection for all persons suffering injury, loss or damage to person or to property by reason of the operation of such ~~taxicab~~ business. Every such insurance policy shall be executed by an insurance company authorized to do business in the state and acceptable to the city council and shall be in the penal sum of ten thousand dollars (\$10,000.00) for injury or death to any one person, in the penal sum of twenty thousand dollars (\$20,000.00) for injury or death to all persons caused by any one accident, and in the penal sum of five thousand dollars (\$5,000.00) for damage to property resulting from any one accident, and each of such penal sums shall remain in full force and shall be undiminished during the license year. Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the City Clerk in writing at least thirty (30) days before any alteration, modification or cancellation of such policy is to become effective. No ~~permit~~ license shall be issued to operate any ~~taxicab~~ taxi business unless and until evidence of purchase of such liability insurance policy is filed with the City Clerk, and failure of the owner or operator of such ~~taxicab~~ taxi business to procure and keep on

file with the City Clerk at all times such evidence of purchase for the license year of a liability insurance policy in the penal sums aforesaid shall be grounds for the revocation or suspension of the ~~operator's permit~~ license for such ~~taxicab~~ taxi business.

Sec. 9-1905. APPLICATION FOR LICENSES.

The taxicab license may be granted by the City Council Clerk upon application for same, ~~filed with the City Clerk~~. The application must be accompanied by the required fee and proof of insurance. ~~The taxicab operator license application must be accompanied by the required fee.~~ Application forms are supplied by the City Clerk's Office.

~~Sec. 9-1906. DISCRETIONARY GRANT OF LICENSES.~~

~~The City Council may refuse to grant a taxicab license if in its judgment there are already in operation within the City limits a sufficient number of licensed taxicabs to meet the needs of the inhabitants, subject to the approval of the Chief of Police.~~

Sec. 9-1907. LICENSE FEES.

The annual license fee for each individual taxicab vehicle shall be twenty-five dollars (\$25.00). The license shall be required for each individual vehicle so operated with a capacity of not more than five passengers, and thirty-five dollars (\$35.00) for vehicles with a capacity of more than five passengers. The annual fee for each individual operator of a taxicab taxi company shall be thirty-five dollars (\$35.00).

~~Sec. 9-1908. TEMPORARY LICENSES.~~

~~The City Clerk shall have the power to issue a temporary license to operate a taxicab after due application which shall be valid until the next regular meeting of the City Council, provided said application has been approved by the Mayor and the Chief of Police.~~

~~Sec. 9-1909. SALE OR TRANSFERENCE OF LICENSE.~~

~~A taxicab license may not be sold or assigned, but may be transferred to another vehicle of the same owner upon proper application therefor and approval of the City Council.~~

Sec. 9-1910. DISPLAY OF LICENSES.

Every taxicab operator shall at all times post a copy of his or her Drivers License. ~~his license, the vehicle's license and a card which bears the name and address of the owner of such vehicle in the vehicle he is operating so that these are readily seen by any passenger seated in said vehicle. Said operator shall have his picture attached to his said posted license. Said picture shall be of date recent enough to identify the taxicab operator to whose license it is attached and~~ The chief of police, if not satisfied with the likeness of any picture, may order any taxicab operator to attach to his license a picture which identifies said taxicab operator to the satisfaction of the chief of police.

~~Sec. 9-1911. VEHICLES MARKED.~~

~~Each and every taxicab operated in the city of Montpelier shall be clearly marked as such on the exterior of the vehicle.~~

~~Sec. 9-1912. RATES OF FARE.~~

~~Rates of fare to be charged by taxicab operators for the conveyance of passengers and baggage shall be set from time to time, upon due notice to all owners of licensed taxicabs, by the city council.~~

~~Sec. 9-1913. NOTICE OF RATES OF FARE.~~

~~All rates of fare applying to taxicabs shall be available upon any request by customers; copies of the current applicable rate schedules are available to the taxi operators in reasonable number from the city clerk.~~

~~Sec. 9-1914. OVERCHARGES.~~

~~No person shall charge or attempt to charge any passenger a greater rate of fare than that to which the operator is entitled.~~

~~Sec. 9-1915. DISPUTES.~~

~~All disputes as to the local rate of fare shall, upon request of either the operator or passenger, be determined by the police, either by the nearest officer or at the police station. Failure to comply with such determination by the police shall subject the offender to a charge of disorderly conduct.~~

~~Sec. 9-1916. SEATING CAPACITY.~~

~~No taxicab shall carry more adult passengers than its seating capacity is designed to permit.~~

~~Sec. 9-1917. NON-DISCRIMINATION.~~

~~No taxicab operator shall refuse service based on customers' race, creed (religion), color, national origin, marital status, sex, sexual orientation, disability, or gender identity.~~

~~Sec. 9-1918. REFUSAL TO PAY FARE.~~

~~A person who refuses to pay or attempts to avoid payment of fare shall be fined not more than ten dollars (\$10.00).~~

~~Sec. 9-1919. STOPS.~~

~~No taxicab operator shall allow his taxi to stop in a street or other public place, other than in places assigned as taxi stands, for more than fifteen (15) consecutive minutes.~~

~~Sec. 9-1920. OBEDIENCE TO POLICE OFFICERS.~~

A taxicab operator shall obey the direction of any police officer respecting the stand of his taxicab and his own position while waiting for passengers, and the route to be taken in going to and from the place of standing.

~~Sec. 9-1921. CONVEYANCE OF DISEASED PERSONS.~~

No taxicab operator shall receive or permit to be placed in a taxi, nor convey in or upon the same, a person ill with an infectious or contagious disease, or the body of a person deceased from such disease.

~~Sec. 9-1922. PROPERTY LEFT IN A TAXICAB.~~

A taxicab operator shall immediately after delivering a passenger, search his taxicab for property which may have been left therein, and if any be found, he shall return the same to the owner thereof if the owner be known; but if the owner be not known, he shall immediately deliver the property to the chief of police and take his receipt therefor; provided, however, that nothing herein shall relieve such operator of his duty under the law relating to lost property. The chief of police shall deliver such property to its rightful owner when ascertained.

~~Sec. 9-1923. INSPECTION OF VEHICLES.~~

It shall be the duty of the operator of each taxicab engaged and used in the transportation of persons for hire within the city, to submit such taxicab to the chief of police at the police station every three months beginning in March of each year and during June, September and December, for the purpose of having the currency of the State safety inspection sticker verified and the interior of the vehicle checked for cleanliness, lack of excessive wear to seats and other interior accouterment; check of the obvious safety defects and conditions which in the chief's opinion would probably endanger the safety, health or dignity of occupants; verification that licenses and notification as to ownership are prominently displayed; the foregoing shall not be construed to affect the liability of the owner and operator of the taxi towards passengers or the general public and shall not limit inspections to months indicated; the chief of police shall have the authority to stop a taxicab on the street any time to check for compliance with the requirements of this chapter.

~~Sec. 9-1924. TAXISTANDS.~~

Application may be made in writing to the chief of police for a taxistand on the public street or right of way. The chief shall refer with recommendation such application to the city council who may designate said taxistand as to number of spaces and location; such designation is in the council's sole discretion and shall be subject to change at any time.

~~Sec. 9-1925. STANDING.~~

Each taxicab operator shall remain near his taxicab while it is unemployed upon a taxistand, unless he is necessarily absent therefrom in the course of his duty or business.

~~Sec. 9-1926. TAXISTAND FEE.~~

~~The fee for such taxistand on public property shall be one hundred dollars (\$100.00) per parking space for one vehicle. The fee shall be nonrefundable for any cause and shall be in lieu of parking meter fees.~~



CITY COUNCIL Agenda Item #16-180(d)

Date: June 15, 2016

Consent x Discussion

SUBJECT: WRRF Engineering Services Contract Approval

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve an engineering services contract with Aldrich & Elliot, PC for preliminary engineering services and assign the City Manager as duly authorized agent for the contract.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: \$51,300

SOURCE OF FUNDS: Sewer bond passed in March 2016, State Revolving Loan Funds.

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The Treatment Facility is in need of multiple equipment upgrades. Many of the components of the Plant have reached the end of their useful life. The Department of Public Works selected an engineer through a Request for Qualifications (RFQ) process. This project will be eligible for funding through the State of Vermont Clean Water State Revolving Loan Fund (CWSRLF).

SUPPORTING DOCUMENTS: Engineering Services Agreement

INTERESTED PARTIES: DPW / Sewer Rate Payers / Town of Berlin

CITY MANAGER'S APPROVAL:

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

June 8, 2016



William Fraser, City Manager
City of Montpelier
39 Main Street
Montpelier, VT 05602

Re: Agreement
City of Montpelier
WRRF Improvements
Preliminary Engineering Study (Step I)
A+E Project #16037

Dear Mr. Fraser:

This AGREEMENT is written pursuant to City of Montpelier's (OWNER) request for Aldrich + Elliott, PC (ENGINEER) to provide professional engineering services as outlined below.

SCOPE OF SERVICES

Professional engineering services are to be performed by the ENGINEER as detailed in **Attachment No. 1** of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope including an increase or decrease in the amount of the ENGINEER'S compensation shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this AGREEMENT, the CLIENT agrees to compensate the ENGINEER as follows:

I. Preliminary Engineering Study	\$49,300.00	LS
II. Environmental Report	<u>\$2,000.00</u>	NTE

Total amount of items to this AGREEMENT	\$51,300.00
---	-------------

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2** shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the CLIENT will be limited to the lump sum fee indicated for each LS work item above.



All invoices/bills will accurately depict all services provide from the Agreement and any authorized Amendment date through the date of each invoice/bill. All invoices/bills to the OWNER will be formatted to comply with the current State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directive(s).

It is understood that the ENGINEER's labor rates are adjusted annually in January, and that the fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to **Attachment No. 2 – Schedule of Fees & Reimbursable Expenses**.

TERMS AND CONDITIONS

Refer to **Attachment No. 3** for the **Terms and Conditions** that govern this AGREEMENT and any fully executed Amendment(s).

EXECUTED AGREEMENT

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

DURATION OF SERVICES

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within 210 consecutive calendar days. This schedule is based on providing the City with an updated cost estimate for a March 2017 bond vote.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, for the compensation and duration specified.

Aldrich + Elliott, PC



By: Wayne Elliott, P.E.
Title: Vice-President

Dated: 6/8/16

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of the OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1 through 3.**

City of Montpelier

Authorized Representative

Date of Execution

Witness to Signature

Executed in Duplicate

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

This scope of services is contingent on the OWNER securing financing through a State of Vermont Revolving Loan Fund (SRF) for this project.

As discussed with the City, the list of the priority improvements for the Water Resource Recovery Facility (WRRF) is provided below. Upgrade of any items that could be impacted by the lower phosphorus limit specified in the pending Lake Champlain P TMDL will be delayed.

- Headworks
 - Screening upgrades
 - Replace grit pumps and upgrade controls
 - Heating/ventilation upgrades
- Septage Receiving
 - Elimech exterior card reader upgrade
 - Mixing upgrades
 - Separate leachate and septage receiving
- Primary Clarifiers
 - Concrete tank repairs and handrails
 - Equipment refurbishment and/or replacement
 - Primary sludge pump replacements
- Lift Station
 - New pump controls with VFD's
- Aeration Tanks
 - Diffuser replacements
 - Blower upgrades
 - Automatic DO control
- Secondary Clarifiers
 - Equipment refurbishment and/or replacement, including drive assembly
 - RAS and WAS pump replacements
- Disinfection
 - Inlet and outlet gate replacements/repairs to balance flow
- Sludge Dewatering
 - Belt filter press replacement
 - Redirect filtrate from thickening/dewatering
 - Heating/ventilation upgrades
- Anaerobic Digestion
 - Tank cleaning and inspection
 - Repair gas piping
 - Modify sludge feed piping
 - Secondary digester tank mixing
- SCADA
 - New media converters, new Ethernet and upgrade hardware

SCOPE OF SERVICES

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services as follows:

I. PRELIMINARY ENGINEERING STUDY

Kick-Off Meeting/Gather and Review Existing Data and Records

Existing information will be gathered and reviewed which is beneficial in performing the preliminary engineering study of the water resource recovery facility. Some of this information is available in-house and will be incorporated into this study. The following information will be collected:

- Previous studies, including the Wastewater Treatment Facility Planning Study dated May 2014
- Discharge Permit
- WWTF monthly operations reports (January 2014 to present)
- Historical operating data
- WWTF record drawings
- WWTF operation and maintenance manuals
- Maintenance records
- Other related information

Current Operating Conditions

The operating data will be summarized for use in updating the current conditions. This data will be reviewed to identify any inconsistencies or significant changes with the current year conditions as compared to the original design conditions. For the latest calendar year (2015), the following information will be summarized for the influent hydraulic and organic conditions:

- Flows; average daily, peak daily, and peak hourly
- Organic Loadings; biochemical oxygen demand, total suspended solids, total phosphorus
- Leachate and septage

The following information will be summarized for the effluent to compare the effluent quality data to the permit limits:

- Flows; annual average
- Effluent data; BOD₅, TSS, TP, TRC, pH, E. coli

This current operating data will be used in development of the preliminary design criteria for those process elements that are scheduled for evaluation and upgrade.

Preliminary Design Criteria

Preliminary design criteria will be developed for the equipment and process related items that are identified for upgrade and this design criteria will be developed to reference current standards, TR-16 latest edition and 10 State Standards, latest edition. This information will be used to evaluate alternatives as required for; screening, primary clarifiers, aeration blowers, secondary clarifiers, sludge dewatering, etc.

Development of the preliminary design criteria will include preparation of an existing site plan and hydraulic profile.

For the State funded improvements, the flood elevations will need to be considered as any improvements will need to comply with the Executive Order on Floodplains which requires 500 year protection.

Existing Facilities Assessment and Need

Using the as-built information available from previous projects, existing plans will be developed for the major items to be evaluated for upgrade; headworks, primary clarifiers, aeration tanks, secondary clarifiers, sludge dewatering and anaerobic digestion. During the site visits, these plans will be field checked to verify that they reflect existing conditions and will be used for the assessment.

A+E will conduct an updated inspection of the existing wastewater treatment plant with a focus on the priority items identified for upgrade. This information will be gathered to update the assessment performed in 2014 and will be used to document the need. The major items of concern previously identified will be the focus of the inspection.

As existing tanks are drained and cleaned, site inspection(s) will be conducted to observe and document the interior condition. These tanks may include the primary and secondary clarifiers, and anaerobic digestion tanks scheduled for cleaning.

This assessment will include a more detailed assessment by Hallam ICS of the heating/ventilation and electrical components for those items identified for upgrade; headworks and sludge dewatering.

WRRF Improvements

Using the preliminary design criteria, information will be forwarded to equipment suppliers and other vendors requesting proposals to include updated equipment and/or installation costs. For many of these items, the work involves upgrade of existing equipment of similar size and type so evaluation of alternatives is not needed.

Updated budget costs that include the equipment and installation will be developed for each of the improvements. This information will be used for further prioritization to determine which items can fit within the proposed project budget.

Evaluation of Alternatives

Alternatives will be evaluated for upgrade of the following components:

- Headworks screening
- Primary clarifiers
- Sludge dewatering

The following information will be developed to perform a technical and economic comparison of these alternatives. The economic comparison will include a present worth analysis of the alternatives.

- Narrative description
- Preliminary design criteria
- Advantages and disadvantages
- Environmental impacts
- Land requirements
- Construction problems
- Preliminary opinion of costs to include life project O&M costs, and cost and effectiveness

This evaluation of alternatives will include the no action alternative for each component.

Pilot testing may be performed of sludge dewatering options as long as there is no cost to the City for performing the pilot testing. Recent pilot testing was performed for a Westfalia centrifuge and the information developed will be included in the evaluation of sludge dewatering alternatives. Other dewatering technologies that could be identified for pilot testing include: screw presses or rotary press.

Based on the evaluation of the technical and economic factors, a preferred upgrade approach for each of these components will be selected for inclusion into the proposed project.

Preliminary Design

The existing plans developed will be used for the preliminary design to present the recommended improvements for each major component. These proposed plan views will be used to identify the demolition and improvements proposed. Plan views are anticipated for the site, headworks, primary clarifiers, aeration blowers, secondary clarifiers, sludge dewatering and anaerobic digestion. These figures will be referenced as part of the proposed project description.

Proposed Project

A proposed project will be developed and described in detail to include the upgrade of the priority age related items. The improvements will be included in an overall project, but some smaller items may be identified for inclusion into the capital plan for self funding.

Anticipated permits needed for the improvements project will be identified.

Updated construction cost estimates and a total project cost will be prepared. This total project cost will include: construction, construction contingency, engineering, and other related costs.

Available funding sources will be investigated for implementation of the project. State CWSRF funding will likely be used for some of the improvements while local share funds under the bond authorization could be used for specific items. The recommended bond amount will be identified based on the funding sources to be used.

For the recommended improvements to be funded through the State CWSRF program, fiscal sustainability will need to be addressed as it relates to the wastewater facility improvements. The capital plan that the City uses for the WRRF may be sufficient to meet this certification.

A timeline and project schedule will be developed to include the design and construction phases. In addition, next steps will be identified to assist the City with moving the project ahead.

Report

A report summarizing the results of the preliminary engineering study will be prepared which follows the FED template and will incorporate the following information:

- Executive summary
- Project planning
- Existing facilities
- Need for project
- Alternatives considered
- Selection of an alternative
- Proposed project
- Conclusions and recommendations

Four (4) copies of the 90% report will be submitted to the City and State for review. Once the review comments are received and addressed, four (4) copies of the final report will be distributed to include an electronic PDF version.

Meetings

A+E will prepare for and conduct 30%, 60% and 90% review meetings with City representatives, State FED staff, and other interested parties during the preparation of the study. The purpose of these meetings is to maintain involvement of all parties in the preparation of the study by reviewing the information as it is developed.

Once the report is completed, a final presentation of the study will be performed for the City Council.

II. ENVIRONMENTAL REPORT

The ENGINEER will prepare an environmental information document in accordance with FED requirements to request a Categorical Exclusion (CATEX) from a detailed environmental review for the proposed improvements. This environment report will include only those improvements that will be funded by CWSRF under the proposed project.

III. ADDITIONAL SERVICES

The following services are not included in the scope of this Agreement, but may be provided at the request of the CLIENT, upon issuance of a written Amendment to this Agreement.

- Archeological investigations
- Step II final design services

END ATTACHMENT NO. 1

ATTACHMENT NO. 2

Schedules of Fees & Reimbursable Expenses

Hourly rates for services rendered shall be invoices as set forth in the Agreement. A schedule of billing rates for ENGINEER's personnel are as follows:

Project Principal (PP)	\$125.00 - \$150.00/hour
Project Manager (PM)	\$100.00 - \$130.00/hour
Project Engineer (PE)	\$80.00 - \$110.00/hour
Staff Engineer (SE)	\$70.00 - \$90.00/hour
Staff Technician (ST)	\$50.00 - \$70.00/hour
Field Technician (FT)	\$60.00 - \$85.00/hour
Autocadd Operator (CO)	\$55.00 - \$65.00/hour
Administrative Staff (AS)	\$50.00 - \$65.00/hour

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses @ cost

Travel Related Expenses:

- Auto Travel (to include gas and other service charges) @ GSA rate
- Meals & Lodging @ cost

Reproduction Expenses (provided in-house):

- Reproductions (provided in-house)
 - 8 ½ x 11 one sided copy @ \$0.08/each
 - 8 ½ x 11 two sided copy @ \$0.12/each
 - 24 x 36 copy @ \$2.00/each
 - 36 x 48 copy @ \$3.00/each
 - Mylar or velum plots @ \$8.00/each

Administrative Expenses

- Postage @ cost
- Shipping @ cost
- Other Administrative Expenses @ cost

END ATTACHMENT NO. 2

ATTACHMENT NO. 3

TERMS AND CONDITIONS

Extent of Agreement: This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

- 1. Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
- 2. Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.
- 3. Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.
- 4. Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands

that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.

5. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
6. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
7. **Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the CLIENT agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
8. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
9. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.
10. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
11. **Ownership of Documents:** All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.
12. **Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.
13. **Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are

not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.

- 14. Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.
- 15. Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 16. Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 17. Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 18. Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.
- 19. Insurances:** Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.
 - a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.
 - b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

Independent Contractor's Protective

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 per Occurrence

\$ 1,000,000 General Aggregate

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

\$ 50,000 Fire Legal Liability

- c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:
\$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.

20. Dispute Resolution: Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.

21. Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

22. Electronic Files: The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to

services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

- 23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.
- 25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- 26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

END OF ATTACHMENT NO. 3



CITY COUNCIL Agenda Item #16-180(c)

Date: June 15, 2016

Consent x Discussion

SUBJECT: Water Treatment Facility Software and Hardware Upgrade

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve a contract with LCS Controls, Inc. to upgrade the existing controls and software at the Water Treatment Facility and assign the City Manager as duly authorized agent for the contract.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: \$65,465

SOURCE OF FUNDS: Water Fund CIP

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The SCADA computers at the Water Plant are due for a replacement; however, the software on the PC's cannot support the existing outdated hardware that runs the Plant. The Program Logic Control (PLC) hardware is obsolete and needs to be replaced in order to maintain reliable service. LCS is the City's sole contractor for this type of work and is very familiar with the City's SCADA and Treatment Plant controls. This project is budgeted in FY17 for \$60,000; the additional cost will be covered through savings in plant operations. Work will not start until after July 1, 2016.

SUPPORTING DOCUMENTS: Water Plant Upgrade Proposal

INTERESTED PARTIES: DPW / Water Rate Payers

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.

City of Montpelier
Berlin Water Treatment Facility
Berlin, VT

April 25, 2016

ATTN: Geoff Wilson
RE: Plant Network

Dear Geoff,

We are contacting you to let you know that the PLC processors and network in your facility will become obsolete to the point that they can no longer be supported by modern SCADA computer hardware very soon. The current generation of the Windows operating system is not compatible with the interface card (1747-PKTX) needed to communicate with the Allen-Bradley SLC 5/04 (1747-541, 542, 543) line of processors. There is no plan on either the Microsoft side or the Allen-Bradley side to address this issue. This means that when the next computer upgrade is due on your system, other arrangements will need to be made to maintain in-plant communications. In addition to this problem, Rockwell Allen-Bradley has informed us that the entire SLC line of PLC processors will be placed in "legacy support" within a year or so. At that point, replacement processors will be limited to used hardware from sources such as EBay or factory reconditioned processors that will become increasingly rare. This product line has been on the market for more than 25 years - an incredibly long life span for electronic data processing hardware. We are told that because of the massive user base, the I/O cards will continue to be available new and used for a very long time to come. This does not apply to the processors, however, because the memory and CPU chip supply is dwindling. We must plan ahead to deal with the necessity of replacing all of this hardware in a way that is both affordable and minimally disruptive to your process.

There are 3 issues that need to be dealt with. The backbone of the existing network is a 2-wire, parallel-multidrop copper cable connection, operating at 56kbps, that daisy-chains from PLC to PLC. This connection cannot be reused. The good news is that the conduit system is in place that will allow you to reconnect all of the PLCs with Ethernet. We recommend that all connections within the building be replaced with CAT6 cable. A site survey will need to be performed to determine how the new cables will be routed to accomplish this. It should be possible to install the new network in the existing conduits without permanently removing the DH+ cable. With both networks in place, replacing the hardware can be done incrementally over whatever period of time works for you.

The second issue is the processors themselves. Allen-Bradley has anticipated the need to do this work and has developed a "Remote I/O (input/output) adapter" that will fit in the slot where the CPUs are currently located. This converts all of the existing I/O cards and wiring for connection to one of the newer lines of PLC CPU. In your case, we would recommend the Compact Logix line of processors. The existing PLC software would then be converted from Logix500 (the SLC software platform) to Logix5000 (Compact and Control Logix software platform) using a utility developed for the purpose. With the conversions done in advance, swapping out processors should result in loss of communications for no more than 5 minutes or so with good planning and advance work. In the proposal below you will find that we have combined the functions of the Process Control Panel, Filter Control Panel and Chemical Feed Control Panel into a single processor. This was done mainly to save you some money on hardware and since we wrote all of the original software for these three processors, the style and format is all the same and will be easy to integrate into a single program.

Finally, three of the panels have DH+ Operator Interface terminals that will need to be replaced with Ethernet terminals when the switch takes place. These are: Chem Feed, Polymer, and PAC.

With all of this in mind, we have put together the following proposal and pricing to convert the facility to all Ethernet communications:

Radio Master:

- Remove all SLC hardware
- Install CompactLogix Processor and Power supply
- Convert Logix 500 software to Logix 5000
- Connect existing radio to new CompactLogix processor
- Connect new processor to SCADA network via Ethernet cable to PCP

Process Control Panel:

- Remove SLC 5/04 and replace with 1747 Ethernet Remote I/O adapter
- Install CompactLogix Processor and Power supply
- Connect Ethernet Remote I/O adapter to new processor via Ethernet cable
- Convert Logix500 software to Logix5000
- Integrate Filter Control Panel Logic into this processor
- Integrate Chemical Feed Control Panel Logic into this processor
- Convert existing PanelView terminal database for Ethernet communications
- Reuse existing PanelView terminal but change communications to Ethernet
- Install main managed Ethernet Switch in this panel
- Connect new processor to SCADA network via Ethernet cable to main switch

Filter Control Panel:

- Remove SLC 5/04 and replace with 1747 Ethernet Remote I/O adapter
- Connect Remote I/O adapter to PCP via Ethernet cable
- Convert Logix500 software to Logix5000
- Integrate converted software into PCP processor above
- Convert existing PanelView terminal database for Ethernet communications
- Reuse existing PanelView terminal but change communications to Ethernet
- Install 4-port managed Ethernet Switch

Chemical Feed Control Panel

- Remove SLC 5/04 and replace with 1747 Ethernet Remote I/O adapter
- Connect Remote I/O adapter to PCP via Ethernet cable
- Convert Logix500 software to Logix5000
- Integrate converted software into PCP processor above
- Convert existing PanelView terminal database for Ethernet communications
- Install new Ethernet PanelView terminal
- Install 4-port managed Ethernet Switch

PAC Control Panel

Remove SLC 5/04 and replace with 1747 Ethernet Remote I/O adapter
Install CompactLogix Processor and Power supply
Connect Ethernet Remote I/O adapter to new processor via Ethernet cable
Convert Logix500 software to Logix5000
Convert existing PanelView terminal database for Ethernet communications
Install new Ethernet PanelView terminal
Install 4-port managed Ethernet Switch
Connect new processor to SCADA network via Ethernet cable to PCP

Polymer Control Panel

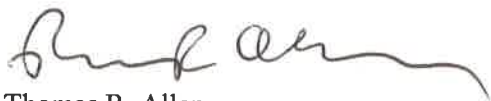
Remove SLC 5/04 and replace with 1747 Ethernet Remote I/O adapter
Install CompactLogix Processor and Power supply
Convert Logix500 software to Logix5000
Convert existing PanelView terminal database for Ethernet communications
Install 4-port managed Ethernet Switch
Install new Ethernet PanelView terminal
Connect new processor to SCADA network via Ethernet cable to PCP

Pricing:

Allen-Bradley PLC Hardware	\$33,955.00
Allen-Bradley Operator Interface Terminals	6,090.00
Network Hardware	5,140.00
Software development and conversions	5,600.00
Ethernet cable installation and terminations	5,500.00
Hardware installation and commissioning	7,500.00
New As-Built Drawings and Software	1,680.00
TOTAL:	\$65,465.00

We have tried to be thorough in evaluating the situation and coming up with a cost effective but robust design for the new network. It is always possible that we've missed something, but we've spent a fair amount of time looking at various ways to accomplish the upgrade and feel that this is the best approach. Please feel free to contact us if you have any questions.

Sincerely,
LCS Controls, Inc.



Thomas R. Allen
President



CITY COUNCIL Agenda Item #16-182

Date: June 15, 2016

Consent ☐ Discussion ☒

SUBJECT: Continued discussion of Part 2 Unified Development Bylaws; quick presentation by Planning Director on the districts and density.

SUBMITTING DEPARTMENT: Planning & Community Development

RECOMMENDED ACTION: Council may vote to make specific changes to the draft. Staff will be available to help in guiding specific motions.

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

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: Planning Commission has finalized Chapter 200 and 210 of the draft zoning. These sections include the zoning map and discuss the zoning districts including uses, setbacks, lot sizes and densities of development. They will continue to review and forward parts of the bylaws to the Council in future meetings. The Council took some testimony on Zoning Districts on May 25th and the Historic District on June 8th.

SUPPORTING DOCUMENTS: Draft Zoning Map and Draft Part 2 Unified Development Bylaws are attached, along with a summary memo.

INTERESTED PARTIES: Planning Commission

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.

MEMORANDUM

To: City Council

From: Mike Miller, Director of Planning & Community Development

Re: Zoning – Part 2

Date: May 18, 2016

Following up on our meeting with you on May 11th, the Planning Commission has sent forward Chapters 200 and 210 for your consideration. These sections include the zoning map and discuss the zoning districts including uses, setbacks, lot sizes and densities of development. The Planning Commission withheld Chapter 220 which is the historic design review district language. That chapter is completed but the planning commission is having a hearing for new property owners at the request of you (City Council). You will receive that chapter at your June 8th meeting.

The new zoning map is one of the key improvements to the new draft zoning. The current zoning used today has many district boundaries that do not follow property lines and as such it is more difficult to administer. The current zoning also did not follow water and wastewater service lines so each district was split into requirements depending on whether they connected to water and sewer or not. Finally, the current zoning has fewer residential districts so densities jump dramatically from “one unit per 2 acres” to “one per 10,000 square feet” to “one per 1,500 square feet”. Those last two convert to 4 units per acre and 29 units per acre.

With few exceptions, the new proposed zoning map follows property lines and creates a rural district where no sewer and water service is available. The higher density residential areas now have densities at one unit per 9,000 square feet, one per 6,000 square feet,, one per 3,000 square feet, and a mixed use district at one per 1,500 square feet. This allowed the commission the variety of options to assign densities more consistent with what appears on the ground.

Regarding non-residential uses the commission grouped the current industrial and commercial districts into Eastern and Western Gateway. This allows better options for property owners in these areas to develop uses consistent with the market. There is also an Urban Core district which combines CB-1, CB-2, and Civic. Finally the Commission created a new Mixed Use Residential district to allow an area for small commercial

development near downtown. Many of these areas already have commercial development such as East State Street, VCFA, Elm Street, and Northfield Street.

There are a number of changes to protect neighborhoods. First is the use of neighborhood descriptions for defining "character of the area" for DRB hearings. This will help make decisions based on the specific neighborhoods rather than a broad zoning district. Also new are dimensional requirements for building footprint which should help limit the size of new buildings in a neighborhood. Finally some districts have additional architectural standards which will apply only to bigger projects (building new primary structures).

Another change in the new zoning is that setbacks are revised to be more consistent with existing development. The city currently issues many variances because there are many non-conforming buildings and the rules are inflexible. The new rules distinguish between a setback for a shed and a setback for a house which makes for fewer non-conforming structures and less variances.

Key things to review are the zoning district boundaries and uses on figure 2-11. Did the Planning Commission get the designations correct for an area? Are there uses in certain districts that would not be appropriate? The Planning Commission has taken a great deal of testimony on these and thinks they have achieved a good balance of community interest to both encourage more housing and protect existing neighborhoods.

Please feel free to ask questions either at the meeting or any other time. We will also try to have Planning Commission representative at the meeting to answer why they made certain policy decisions.

Thank you.

MM

PART 2. ZONING DISTRICTS & STANDARDS

Chapter 200. General Provisions

- ① *The purpose of this chapter is to establish zoning districts that implement the land use policies of the Montpelier Master Plan.*

Section 2001. Establishment of Base Zoning Districts & Neighborhoods

- 2001.A These regulations establish the following zoning districts as shown on the Official Zoning Map and described in Chapter 210:
- (1) Urban Center (UC) District (Section 2101)
 - (2) Riverfront (RIV) District (Section 2102)
 - (3) Eastern Gateway (EG) District (Section 2103)
 - (4) Western Gateway (WG) District (Section 2104)
 - (5) Mixed Use Residential (MUR) District (Section 2105)
 - (6) High Density Residential (HDR) District (Section 2106)
 - (7) Medium Density Residential (MDR) District (Section 2107)
 - (8) Low Density Residential (LDR) District (Section 2108)
 - (9) Rural (RL) District (Section 2109)
 - (10) Municipal (MUN) District (Section 2110)
- 2001.B Each zoning district is further subdivided into neighborhoods as shown on the Official Zoning Map and described in Chapter 210.
- 2001.C The description of the neighborhoods in each zoning district will be used solely for determining compatibility with character of that neighborhood. The neighborhoods have no further regulatory purpose except as otherwise specifically stated in these regulations.

Section 2002. Establishment of Overlay Zoning Districts

- 2002.A These regulations establish a Historic Design Review Overlay (HDRO) District as shown on the Official Zoning Map and described in Section 2201.
- 2002.B Overlay districts recognize areas that are unique in their environmental or built characteristics. These areas require special consideration to further the purposes of these regulations.
- 2002.C Within an overlay district the standards of both the base and overlay district apply.

Section 2003. Official Zoning Map

- 2003.A The map(s) delineating the boundaries of the various base and overlay zoning districts established in this chapter are incorporated by reference into these regulations and adopted as part of these regulations, and constitute the Official Zoning Map.

2003.B The Official Zoning Map is on file in the city's planning department office. A small-scale, unofficial version of the map(s) is attached for convenience only.

Section 2004. Zoning District Boundaries

2004.A The Administrative Officer will interpret boundaries shown on the Official Zoning Map as specified below when a specific distance or measurement is not shown on the map:

- (1) Boundaries indicated as approximately following streets, railroad lines or rights-of-way will be construed to follow the centerlines of such streets, railroad lines or rights-of-way.
- (2) Boundaries indicated as approximately following lot lines or municipal boundaries will be construed to follow such lines or boundaries.
- (3) Boundaries indicated as approximately following rivers, streams or water bodies will be construed to follow the centerlines of such rivers, streams or water bodies.
- (4) If any of the above natural or built features as they exist on the ground vary from their depiction on the Official Zoning Map, boundaries will be construed to follow the features as they exist on the ground at the time of the interpretation except that:
 - (a) A boundary line adjustment or subdivision that changes the location of a lot line will not change the location of any zoning district boundary indicated as following that lot line.

Chapter 210. Base Zoning Districts & Neighborhoods

- ① *The purpose of this chapter is to describe the use and development standards that apply in each zoning district and neighborhood.*

Section 2101. Urban Center (UC) District & Neighborhoods

2101.A **Purpose.** The Urban Center District encompasses the city's historic downtown, the Capitol Complex and adjacent mixed-use neighborhoods and corridors. The land in this district is served by city water and sewer, a gridded street network and public transit. The purpose of this district is to maintain a compact and walkable urban center by preserving historic character and encouraging compatible infill development.

2101.B **Neighborhood Character.** The Urban Center District includes the following neighborhoods:

- (1) **Barre Street.** This neighborhood encompasses the blocks along Barre Street immediately adjacent to the downtown business district. Once largely residential, many of the historic homes in this neighborhood have been converted into mixed-use or multi-unit buildings. The development pattern is primarily characterized by large, multi-story residential-style buildings on small lots with narrow front and side setbacks. Proposed land development should feature a mix of uses either within historic buildings or new construction that is compatible in scale and character to neighboring historic buildings. This neighborhood is well-suited for infill with higher-density, multi-family housing, particularly on sites that are currently developed at a lower density than allowed in this zoning district and/or with buildings that are not contributing historic structures.
- (2) **Capitol Complex.** This neighborhood encompasses the Statehouse and surrounding state-owned properties, as well as adjacent private properties. Proposed land development should implement the *Capital District Master Plan*, protect historic character and allow for the continued use and operation of state facilities and supporting private development in this neighborhood.
- (3) **Downtown Business.** This neighborhood encompasses most of the city's historic downtown business district characterized primarily by multi-story, block commercial buildings directly fronting on the sidewalk. Proposed land development should promote a pedestrian-oriented and mixed-use downtown that preserves and is compatible with historic character by using traditional building forms and street-level storefront designs.
- (4) **Elm Street.** This neighborhood of historic row houses sits along the North Branch of the Winooski River. Across Elm Street, the terrain rises sharply forming a rocky cliff and steep wooded hillside. Proposed land development should promote the preservation and continued residential occupancy of these historic buildings in order to maintain the neighborhood's distinctive character.
- (5) **Main Street.** This linear neighborhood extends out from the business district and historically developed with churches, civic buildings and grand houses. These buildings are located on small lots with shallow front and side yards. While there has been some infill development and conversion of the large homes to office and multi-family residential uses, the historic character of the neighborhood remains distinctive and well-preserved. That character should be enhanced by preserving historic buildings,

retaining landscaped front yards and green strips with trees between the sidewalk and street, and ensuring that new construction is compatible in scale, form and placement with the historic pattern.

- 2101.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Urban Center district. Drive-through facilities and drive-in establishments are prohibited except as specifically authorized in Figure 2-11.
- 2101.D **Dimensional Standards.** Figure 2-01 establishes the dimensional standards for development in the Urban Center district.
- 2101.E **Architectural Standards.** The following standards apply when required under Section 3201:
- (1) Buildings with 3 or more stories must incorporate a base, middle and cap as described below:
 - (a) The base must include an entryway with transparent windows and a molding or reveal placed between the first and second story or over the second story, which must be at least 2 inches deep and 4 inches high.
 - (b) The middle may include windows and/or balconies.
 - (c) The cap must include the area from the top floor to the roof of the building, and must include a cornice or roof overhang.
 - (2) Floor levels, windowsills, moldings and cornices must align with those of adjacent buildings to the maximum extent feasible.
 - (3) Building facades must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, piers, columns, colonnades, arcades or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 48 feet in width and an average of 32 feet in width for a single, continuous facade.
 - (4) Building facades must incorporate at least one principal entrance as follows:
 - (a) Building facades exceeding 60 feet in width must provide multiple ground-level entrances.
 - (b) The distance between ground-level entrances along a single, continuous facade must not exceed 80 feet.
 - (5) Pedestrian access must be provided from the public sidewalk or street to the street-facing principal entrance(s) as follows:
 - (a) The street-facing principal entrance(s) and ground floor level must align with the sidewalk elevation to the maximum extent feasible.
 - (b) Within the Downtown Business Neighborhood, doors opening to the sidewalk must be recessed into the face of the building creating an entryway with not less than 15 square feet of floor space or must be covered by an awning, gallery or

arcade.

- (c) Within the Downtown Business Neighborhood, entry doors must not open out into the sidewalk in a manner that would restrict the sidewalk width to less than 4 feet.
- (d) Within the Downtown Business Neighborhood, each detached building must have at least one street-facing principal entrance. For detached buildings exceeding 60 feet in width or attached buildings, there must be not more than 60 feet between the street-facing principal entrances.
- (6) The ground floor of building facades must be designed to encourage and complement pedestrian-oriented activity as follows:
 - (a) Building facades must feature ground-level windows or doors arranged so that interior spaces are visible from and/or accessible to the street on at least 40% of the facade length.
 - (b) Within the Downtown Business Neighborhood, at least 60% of the total surface area of the front ground floor elevation up to a height of 10 feet must be public entrances and transparent windows (including retail display windows).
 - (c) Within the Downtown Business Neighborhood, ground floor residential units are prohibited along the street frontage.
- (7) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street with materials that are compatible with the building's predominant exterior materials.

2101.F Riverfront Standards. To promote redevelopment of the riverfront as an amenity and greenway corridor, land development within the water setback area:

- (1) Must meet the landscaping requirements of Section 3005 regarding setback areas that are not part of the riparian buffer (no riparian buffer is required).
- (2) Must remove any nonconforming impervious cover in accordance with Section 3005.
- (3) Are encouraged to provide public walkways, multi-use pathways, outdoor seating and similar public amenities along the river. An applicant may request a waiver to landscaping requirements for such amenities within the water setback upon demonstrating that the proposed design furthers the city's riverfront redevelopment goals.

Figure 2-01. **Urban Center Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 3,000 sf min Frontage: 30 ft min Coverage: 100% max	Front: 20 ft max Water: 10 ft min or as per Note 1	Floor Area Ratio: 4.0 max	Frontage build-out: 70% min Height: 2 stories min, 60 ft max 5th & 6th Story Setback: 16 ft min

Note 1 The setback will be 0 feet from the North Branch for buildings. Balconies may extend up to 7 feet beyond the water setback (over any waterway) provided the applicant obtains all necessary state and federal permits.

Section 2102. Riverfront (RIV) District & Neighborhoods

- 2102.A **Purpose.** The Riverfront District includes land along Barre Street and Berlin Street on either side of the Winooski River. The land in this district is served by city water and sewer, a gridded street network and public transit. The district has historically been characterized by a mix of residential, commercial and industrial uses extending outward from downtown along the river. The purpose of this district is to encourage compact, higher-density infill development, particularly multi-family housing, within walking distance of downtown. This district is also intended to recognize the natural constraints and hazards created by the river corridor, and to encourage redevelopment of the riverfront as a public amenity and greenway corridor.
- 2102.B **Neighborhood Character.** The Riverfront District includes the following neighborhoods:
- (1) **Barre Street.** This neighborhood along Barre Street is more residential than the blocks closer to downtown. It includes both historic homes, now a mix of single-family and multi-unit buildings, as well as more recently constructed attached housing. There is a small neighborhood commercial center at the Sibley Avenue intersection. The buildings have shallow front and side yards. This neighborhood should continue to be primarily residential with a range of housing choices and opportunities for business activities that will not adversely affect quality of life in the neighborhood.
 - (2) **Cross Roads.** This neighborhood near the intersection of Berlin Street and Northfield Street has an auto-oriented, highway commercial development pattern. This neighborhood should continue to be a service center for through travelers and those living or working in the city. However, incremental redevelopment should be encouraged that would maintain the neighborhood's service function, while also improving the walkability and visual character of this major entrance into the downtown. Higher-density, compact, walkable and mixed-use redevelopment and infill development that creates an attractive streetscape through the design of landscaping, signs, lighting and building facades should be encouraged.
 - (3) **Route 2.** This neighborhood developed primarily as a commercial and industrial corridor along the Winooski River, highway and rail line. These regulations encourage the continued transformation of this area into a mixed-use neighborhood. Creative and adaptive re-use of historic buildings should be promoted, along with infill and redevelopment. The neighborhood is well-suited for larger-scale buildings and innovative designs that reference the area's historic industrial character and architectural forms. Efforts should be made to enhance public access – both physical and visual – to the river and to improve and capitalize on buildings that face the river.
- 2102.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Riverfront District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.
- 2102.D **Dimensional Standards.** Figure 2-02 establishes the dimensional standards for development in the Riverfront District.

2102.E **Architectural Standards.** The following standards apply when required under Section 3201:

- (1) Buildings with 3 or more stories must incorporate a base, middle and cap as described below:
 - (a) The base must include an entryway with transparent windows and a molding or reveal placed between the first and second story or over the second story, which must be at least 2 inches deep and 4 inches high.
 - (b) The middle may include windows and/or balconies.
 - (c) The cap must include the area from the top floor to the roof of the building, and must include a cornice or roof overhang.
- (2) Building facades must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, piers, columns, colonnades, arcades or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 48 feet in width and an average of 36 feet in width for a single, continuous facade.
- (3) Building facades must incorporate at least one principal entrance as follows:
 - (a) Building facades exceeding 60 feet in width must provide multiple ground-level entrances.
 - (b) The distance between ground-level entrances along a single, continuous facade must not exceed 80 feet.
- (4) Pedestrian access must be provided from the public sidewalk or street to the street-facing principal entrance(s).
- (5) The street-facing principal entrance(s) and ground floor level must align with the sidewalk elevation to the maximum extent feasible.
- (6) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street.

2102.F **Riverfront Standards.** To promote redevelopment of the riverfront as an amenity and greenway corridor, land development within the water setback area:

- (1) Must meet the landscaping requirements of Section 3005 regarding setback areas that are not part of the riparian buffer (no riparian buffer is required).
- (2) Must remove any nonconforming impervious cover in accordance with Section 3005.
- (3) Are encouraged to provide public walkways, multi-use pathways, outdoor seating and similar public amenities along the river. An applicant may request a waiver to landscaping requirements for such amenities within the water setback upon demonstrating that the proposed design furthers the city's riverfront redevelopment goals.

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Figure 2-02. **Riverfront District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 3,000 sf min Frontage: 45 ft min Coverage: 80% max	Front: 5 ft min, 20 ft max Side: 5 ft min Rear: 10 ft min Water: 10 ft min	Residential: 1 du/1,500 sf max Floor Area Ratio: 2.0 max	Footprint: 12,000 sf max Frontage build-out: 50% min Height: 2 stories min, 45 ft max

Section 2103. Eastern Gateway (EG) District & Neighborhoods

- 2103.A **Purpose.** The Eastern Gateway District includes land along the major arterial roadways at the eastern entrance to the city that is primarily developed for retail, service, auto-oriented and light industrial uses, as well as businesses that cater to the traveling public. The district is served by city water and sewer and is generally accessible from major transportation corridors. The purpose of this district is to encourage increased business activity, mixed-use redevelopment and infill development that enhances property values, the quality of construction and site design, and the overall aesthetics of this entrance to the city.
- 2103.B **Neighborhood Character.** The Eastern Gateway District includes the following neighborhoods:
- (1) **Eastern Corridor.** This neighborhood extends along Route 302 from the city line to the intersection with Route 2. It has developed as a typical low-density highway commercial corridor and accommodates many of the city's auto-oriented businesses. Proposed land development should promote infill development and mixed-use redevelopment that will enhance the aesthetic character of the corridor with well-designed buildings, landscaping and signage along the frontage.
 - (2) **Farm and Factory.** This neighborhood at the city's southeastern edge is primarily industrial with a number of the businesses connected to agriculture. Proposed land development should support ongoing industrial uses and compatible mixed-use development and to enhance the character of this neighborhood with well-designed buildings, landscaping and signage, particularly along the Route 2 frontage.
- 2103.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Eastern Gateway District. The Development Review Board may approve a drive-through facility or and drive-in establishment as a conditional use.
- 2103.D **Dimensional Standards.** Figure 2-03 establishes the dimensional standards for development in the Eastern Gateway District.
- 2103.E **Architectural Standards.** The following standards apply when required under Section 3201:
- (1) Building facades must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, a change in roof form, or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 48 feet in width and an average of 36 feet in width for a single, continuous facade.
 - (2) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the front property line with materials that are compatible with the building's predominant exterior materials.
 - (3) Vehicle bay doors and loading areas must be oriented away from the street, and to the side or rear of the lot.

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Figure 2-03. **Eastern Gateway District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 20,000 sf min Frontage: 120 ft min Coverage: 50% max	Front: 20 ft min Side: 20 ft min Rear: 30 ft min Water: 50 ft min	Residential: 1 du/5,000 sf max Nonresidential: 1.5 FAR max	Height: 45 ft max

Section 2104. Western Gateway (WG) District & Neighborhoods

2104.A **Purpose.** The Western Gateway District includes land along the major arterial roadways at the western entrance to the city that is primarily developed for office, governmental and civic uses. The district is served by city water and sewer and is generally accessible from major transportation corridors. The purpose of this district is to:

- (1) Encourage the ongoing use of this district for office, governmental and civic uses;
- (2) Protect significant views of the Statehouse as one enters the city; and
- (3) Enhance pedestrian connections between this district and downtown.

2104.B **Neighborhood Character.** The Western Gateway District includes the following neighborhoods:

- (1) **Office Park.** This neighborhood located on Dewey Hill near Exit 8 overlooks downtown and the river valley. Sitting atop the hill is the National Life building, a major employment center that houses both the corporation's offices and state government offices. There is a large amount of undeveloped land in this neighborhood. Proposed land development should promote further office and compatible light industrial and mixed-use development in this neighborhood. Use of context sensitive siting and design should be encouraged to fit new development into the sloped and wooded setting.
- (2) **Western Corridor.** This neighborhood follows the Winooski River west from downtown. There is limited opportunity for further development within this neighborhood due to the combination of floodplains, land dedicated to the interstate and Exit 8, and the Montpelier High School. Proposed land development should facilitate these ongoing uses and functions with an emphasis on enhancing the attractiveness of this gateway from the interstate into downtown and protecting significant views of the Statehouse.

2104.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Western Gateway District. Drive-through facilities and drive-in establishments are prohibited except as specifically authorized in Figure 2-11.

2104.D **Dimensional Standards.** Figure 2-04 establishes the dimensional standards for development in the Western Gateway District.

2104.E **Architectural Standards.** The following standards apply when required under Section 3201:

- (1) Building facades facing or parallel to the street must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, a change in roof form, or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 48 feet in width and an average of 36 feet in width for a single, continuous facade.

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- (2) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street with materials that are compatible with the building's predominant exterior materials.

Figure 2-04. **Western Gateway District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 20,000 sf min Frontage: 120 ft min Coverage: 50% max	Front: 20 ft min Side: 20 ft min Rear: 30 ft min Water: 50 ft min	Residential: 1 du/4,000 sf max Nonresidential: 1.5 FAR max	Height: 24 ft min, 60 ft max

Section 2105. Mixed Use Residential (MUR) District & Neighborhoods

2105.A **Purpose.** The Mixed Use Residential District is composed mainly of traditional neighborhoods in proximity to the city's downtown that are predominately residential in form but that are more diverse in use. The land in this district is served by city water and sewer, a gridded network of neighborhood streets and public transit. The purpose of this district is to encourage infill development – including neighborhood-scale businesses and a range of housing choices – while preserving each neighborhood's distinct character and quality.

2105.B **Neighborhood Character.** The Mixed Use Residential District includes the following neighborhoods:

- (1) **College Hill – East State Street.** This neighborhood east of downtown includes the campuses of the New England Culinary Institute and Vermont College of Fine Arts, as well as historic homes along major streets, many of which have been converted to multi-family or mixed-use buildings. The institutional properties have a substantial amount of greenspace that enhances the neighborhood. Proposed land development should protect the historic character and appeal of this neighborhood while allowing for compatible infill development and adaptive reuse of older institutional and residential structures.
- (2) **College Hill - Main Street.** Most of this residential neighborhood along Main Street east of North Street to Lincoln Avenue is densely built with small lots and narrow setbacks. The terrain has influenced the development pattern, with narrow lots and homes set into the hillside above street level on the north side of Main Street and wider lots with larger yards on south side. The neighborhood is currently developed with a mix of single-family and multi-family residences. Proposed land development should protect the residential character of this neighborhood while creating opportunities for small-scale infill development and incremental division of residential buildings to add additional dwelling units.
- (3) **College Hill - Southwest.** This neighborhood west of Hubbard Street is a densely built residential neighborhood characterized by large historic homes on small lots with narrow setbacks. Some of these residences have been converted to multi-family occupancy, while others remain single-family. Proposed land development should maintain the historic development pattern in this neighborhood. Modest increases in density may be accommodated in this neighborhood through ongoing, incremental conversion of single-family residences to multi-family buildings, further division of multi-family buildings to add additional units, conversion of outbuildings for residential occupancy, or similar approaches that do not significantly alter the physical form of the neighborhood and its historic buildings.
- (4) **Court Street.** This neighborhood includes the lots fronting on or accessed from Court Street east of the State House, primarily developed with modest, historic homes, some of which have now been converted to office or multi-unit buildings. Proposed land development should protect the residential scale and character of the neighborhood while allowing conversion of buildings to compatible nonresidential uses as appropriate for their location. The scale of these buildings and their proximity to the Capitol Complex and downtown makes this neighborhood particularly appropriate for a mix of office and residential uses.

- (5) **Franklin Street - Southwest.** This diverse neighborhood extends along the North Branch of the Winooski River north of downtown with a dense mix of residential, commercial and industrial buildings, the later of which have been largely converted to residential use. A network of narrow streets serves the neighborhood, typically with sidewalks on one side. Small lots with shallow front and side yards and traditional homes with front porches are common features in the neighborhood. The result is a neighborhood with a diversity of building types and housing choices, which proposed land development should protect by featuring adaptive reuse of historic buildings and compatible – primarily residential – infill development.
 - (6) **Liberty Street - West.** This traditional neighborhood adjacent to downtown is densely developed primarily with historic multi-story residences built close to the street on narrow lots. Many large homes have been converted to multi-family buildings and a smaller number to professional offices. These regulations are intended to protect the traditional residential character of this neighborhood while allowing compatible infill development and adaptive reuse of historic buildings. Efforts should be made to provide public recreation opportunities within walking distance for neighborhood residents.
 - (7) **Northfield Street - North.** This linear neighborhood begins a block south of the intersection of Northfield Street and Berlin Street and is largely defined by its terrain. The street is traversing a hill and the adjacent land is steeply sloped. Development has been fit into the terrain and wooded landscape where feasible, resulting a more rural character than found in other neighborhoods in this district. At the same time, this neighborhood is very close to downtown and on a main highway corridor. There is a sidewalk along Northfield Street, although the hill limits the walkability of the neighborhood. Proposed land development should feature a mix of residential and commercial uses on those lands suitable for development.
 - (8) **Redstone.** This historic neighborhood, which extends up the hill west of the Capitol Complex and along Route 2, is primarily developed with residential structures, a number of which have been converted to offices. These regulations are intended to protect the residential scale and character of the neighborhood while allowing conversion of buildings to compatible nonresidential uses as appropriate for their location as a gateway to downtown.
 - (9) **The Meadow – Elm Street.** This traditional residential neighborhood along Elm Street is densely developed with historic homes close to the sidewalk on tree-lined streets. While many large homes have been converted to multi-family buildings, the neighborhood continues to have historic appeal. These regulations are intended to protect the residential scale and character of the neighborhood created by the primarily residential use, historic building stock, front yards, porches and walkable, tree-lined streets.
- 2105.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Mixed Use Residential District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.
- 2105.D **Dimensional Standards.** Figure 2-05 establishes the dimensional standards for development in the Mixed Use Residential District.
- 2105.E **Architectural Standards.** The following standards apply when required under Section 3201:

- (1) Building facades must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, a change in roof form, or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet in length.
 - (c) Will not exceed 40 feet in width and an average of 32 feet in width for a single, continuous facade.
- (2) The principal entrance must open onto a street, sidewalk, plaza or public greenspace and must not open onto a parking lot.
- (3) Pedestrian access must be provided from the public sidewalk or street to the principal entrance.
- (4) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street with materials that are compatible with the building's predominant exterior materials.

Figure 2-05. **Mixed Use Residential District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 3,000 sf min Frontage: 45 ft min Coverage: 70% max	Front: 5 ft min, 30 ft max Side: 5 ft min Rear: 10 ft min Water: 25 ft min	Residential: 1 du/1,500 sf max Floor Area Ratio: 1.0 FAR	Footprint: 6,000 sf max Height: 24 ft min, 40 ft max

Section 2106. High Density Residential (HDR) District & Neighborhoods

2106.A **Purpose.** The High Density Residential District is composed mainly of traditional residential neighborhoods close to downtown. The land in this district is served by city water and sewer, and a gridded network of neighborhood streets. The purpose of this district is to encourage infill residential development with a range of housing choices while preserving each neighborhood's distinct character and quality.

2106.B **Neighborhood Character.** The High Density Residential District includes the following neighborhoods:

- (1) **College Hill - Southwest.** This neighborhood east of downtown is primarily residential with homes located on small lots along narrow, tree-lined streets. Proposed land development should protect the historic character and appeal of this neighborhood while allowing for a moderate increase in residential density through compatible infill development, particularly with compact buildings, and conversion of existing buildings to multi-family occupancy.
- (2) **Franklin Street - Northeast.** This is a primarily single-family residential neighborhood with homes fit into the terrain, most with a compact development footprint. Proposed land development may feature a modest increase in residential density accomplished primarily through conversion of existing buildings to multi-family occupancy and with a limited amount of infill on suitable sites.
- (3) **Liberty Street - East.** This traditional neighborhood adjacent to downtown is densely developed primarily with historic multi-story residences built close to the street on small lots. These regulations are intended to protect the traditional residential character of this neighborhood while allowing some increase density through primarily through conversion of existing buildings to multi-family occupancy. Efforts should be made to provide public recreation opportunities within walking distance for neighborhood residents.
- (4) **River Street.** This is a traditional residential neighborhood along the south side of River Street (Route 2). Many of the historically single-family homes have been converted to multi-family occupancy, particularly along the highway. Proposed land development should protect the traditional residential development pattern and character, and avoid expansion of commercial activity along this segment of the highway. Side streets extend up the hillside with mostly single-family homes on larger, sloping lots. There is a significant amount of undeveloped land in this neighborhood, some of which is suitable for infill residential development. Proposed land development may feature residential growth with a diversity of housing in this neighborhood, including the potential for multi-family housing development on suitable undeveloped sites
- (5) **Route 2 – Prospect Street.** This is a residential neighborhood with many homes fit into the steep terrain on significantly constrained lots. The streets serving most of the neighborhood are narrow and steep. Proposed land development should maintain the existing pattern of development, and avoid significant increases in density. A portion of this neighborhood fronts on the heavily trafficked Berlin Street (Route 2). Proposed land development should protect the residential character of this portion of the highway and avoid the continued expansion of commercial activity eastward from the Cross Roads neighborhood.
- (6) **The Meadow - West.** This traditional residential neighborhood close to downtown and

Hubbard Park is densely developed with historic, mostly single-family homes close to the sidewalk on tree-lined streets. These regulations are intended to protect the historic and family-friendly character of the neighborhood created by the primarily residential use, historic building stock, front yards, porches, walkable, tree-lined streets, and low levels of non-resident traffic.

- 2106.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the High Density Residential District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.
- 2106.D **Dimensional Standards.** Figure 2-06 establishes the dimensional standards for development in the High Density Residential District.
- 2106.E **Architectural Standards.** The following standards apply when required under Section 3201:
- (1) Building facades must be composed of modules or bays that:
 - (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, a change in roof form, or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 40 feet in width and an average of 32 feet in width for a single, continuous facade.
 - (2) The principal entrance must open onto a street, sidewalk, plaza or public greenspace and must not open onto a parking lot.
 - (3) Pedestrian access must be provided from the public sidewalk or street to the principal entrance.
 - (4) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street with materials that are compatible with the building's predominant exterior materials.

Figure 2-06. High Density Residential District Dimensional Standards

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 3,000 sf min Frontage: 45 ft min Coverage: 60% max	Front: 10 ft min, 30 ft max Side: 5 ft min Rear: 10 ft min Water: 25 ft min	Residential: 1 du/3,000 sf max Floor Area Ratio: 1.0 FAR	Footprint: 5,000 sf max Height: 35 ft max

Section 2107. Medium Density Residential (MDR) District & Neighborhoods

2107.A **Purpose.** The Medium Density Residential District is composed mainly of established residential neighborhoods. The land in this district is or could reasonably be served by city water and sewer, an interconnected street network and public transit. The purpose of this district is to encourage infill development and a range of housing choices while preserving neighborhood character and quality.

2107.B **Neighborhoods Character.** The Medium Density Residential District includes the following neighborhoods:

- (1) **Berlin Street.** This residential neighborhood is separated from downtown by a busy highway (Route 2) and the Winooski River. It is a mix of older and new homes, many with spacious yards, and has greater variability in setbacks and lot sizes. Many streets do not have sidewalks or a regular pattern of street trees like the older neighborhoods closer to downtown. While infill housing is encouraged, it should primarily be in the form of small-scale projects that do not substantially change the scale or density of development in the neighborhood. Efforts should be made to improve walkability between this neighborhood and the Urban Center and Riverfront districts and to provide public recreation opportunities within walking distance for neighborhood residents.
- (2) **College Hill - North.** This neighborhood northeast of downtown is primarily residential with historic homes located on lot of varying size. Proposed land development should protect the historic character and appeal of this neighborhood while accommodating modest increases in density through compatible infill development and conversion of existing buildings to multi-family occupancy.
- (3) **College Hill - Southeast.** This neighborhood east of downtown is primarily residential with homes located on small lots along narrow streets. It also includes a significant amount of undeveloped land associated with the college. Proposed land development should protect the historic character and appeal of this neighborhood while accommodating a moderate increase in residential density through compatible infill development, particularly with compact buildings, and conversion of existing buildings to multi-family occupancy.
- (4) **Sabin's Pasture.** Sabin's Pasture is an undeveloped property that presents an opportunity to develop a new neighborhood that would extend outward from and connect to other developed city neighborhoods and corridors. Proposed land development should result in a new neighborhood built in accordance with traditional neighborhood development principles that incorporates a range of housing options, energy-efficient and compact building types, a walkable street network, and public recreation areas and open spaces.

2107.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Medium Density Residential District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.

2107.D **Dimensional Standards.** Figure 2-07 establishes the dimensional standards for development in the Medium Density Residential District.

2107.E **Architectural Standards.** The following standards apply when required under Section 3201:

- (1) Building facades must be composed of modules or bays that:

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- (a) Incorporate visible changes in the facade elevation through the use of wall plane projections or recesses, a change in roof form, or similar architectural features that create a distinct facade elevation.
 - (b) Feature a regular pattern of windows and entryways so that the length of solid or blank walls will not exceed 20 feet.
 - (c) Will not exceed 40 feet in width and an average of 32 feet in width for a single, continuous facade.
- (2) The principal entrance must open onto a street, sidewalk, plaza or public greenspace and must not open onto a parking lot.
- (3) Pedestrian access must be provided from the public sidewalk or street to the principal entrance.
- (4) Mechanical equipment, electrical meter and service components, and similar utility devices whether at ground level or mounted on the building must be screened from view at the street with materials that are compatible with the building's predominant exterior materials.

Figure 2-07. **Medium Density Residential District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 6,000 sf min Frontage: 60 ft min Coverage: 50% max	Front: 15 ft min, 40 ft max Side: 10 ft min Rear: 20 ft min Water: 25 ft min	Residential: 1 du/6,000 sf max Nonresidential: 0.5 FAR max	Footprint: 4,000 sf max Height: 35 ft max

Section 2108. Low Density Residential (LDR) District & Neighborhoods

2108.A **Purpose.** The Low Density Residential District is composed mainly of established residential neighborhoods. Most of the land in this district is located within the city's growth center and is served by city water and sewer. The purpose of this district is to encourage infill development and a range of housing choices while preserving neighborhood character and quality.

2108.B **Neighborhoods Character.** The Low Density Residential District includes the following neighborhoods:

- (1) **Cliffside.** This small, hillside neighborhood sits between downtown and Hubbard Park. Its primarily single-family homes are nestled into the hillside in a wooded setting that offers views to downtown and the river valley below. Proposed land development may feature infill housing to the extent that it can be fit into the terrain and wooded setting without requiring extensive land disturbance or changes in natural drainage patterns.
- (2) **Crestview.** This neighborhood encompasses the portions of the undeveloped property at the western side of the city that is most suitable for development. It presents an opportunity to develop a new neighborhood in proximity to downtown and other developed city neighborhoods and corridors. Proposed land development should result in a new neighborhood built in accordance with traditional neighborhood development principles that incorporates a range of housing options, energy-efficient and compact building types, a walkable street network, and public recreation areas and open spaces.
- (3) **Elm Street.** This linear residential neighborhood extends along Elm Street (Route 12). While much of the suitable frontage has been developed, proposed land development may feature infill housing particularly where there is adequate depth to accommodate development behind the existing lots.
- (4) **Gallison Hill.** This outlying neighborhood extends up Gallison Hill Road off Route 2 at the eastern edge of the city. Its primarily single-family homes have been built over recent decades on generously sized lots created on former farmland. The neighborhood is adjacent to the U32 High School. Proposed land development may feature infill residential development, particularly on the larger parcels in this neighborhood.
- (5) **Murray Hill.** This is one of the city's more recent residential developments with single-family homes and townhouses accessed by several cul-de-sac streets and a substantial amount of open space. Proposed land development may feature infill residential development where infrastructure is available and to the extent feasible given the availability and ownership of land in this neighborhood.
- (6) **North Street.** This is a small, linear, transitional neighborhood between the traditional residential neighborhoods to the south and the rural lands to the north. There are a number of houses located close to the road and much of the frontage is wooded. Proposed land development may feature infill residential development where infrastructure is available or the land is capable to support growth.
- (7) **Northfield Street.** This typical, post-war suburban neighborhood features modest homes on spacious, landscaped lots, along with more recent duplexes and townhomes. There is a network of curvilinear streets, largely without sidewalks. Proposed land development may feature compatible infill residential development but should not result in significant increases in overall density within the neighborhood.

- (8) **Park West.** This residential neighborhood grew over time up into the hills along several tree-lined streets behind the Capitol Complex and abutting Hubbard Park. This development pattern has resulted in a suburban neighborhood that offers a range of housing options and is appealing for families. Proposed land development may feature compatible infill housing and should protect the neighborhood's character and quality of life.
- (9) **Stonewall Meadows.** This more recently developed neighborhood is a mix of modest single-family homes and attached, multi-unit buildings accessed by several cul-de-sac streets. There remains a considerable amount of undeveloped land in this neighborhood suitable for housing. Proposed land development may feature further housing development in this neighborhood where infrastructure is available and the land is capable to support growth.
- (10) **Towne Hill.** This is a large neighborhood with residential developments separated by significant amounts of undeveloped land, including several large tracts of open farmland. City water and sewer is not available throughout the entire neighborhood. Proposed land development may feature further housing development in this neighborhood where infrastructure is available and the land is capable to support growth.
- (11) **Towne Street.** This small neighborhood is largely developed with single-family homes on spacious lots. Proposed land development may feature compatible infill residential development but should not result in significant increases in overall density within the neighborhood.
- (12) **Toy Town.** This small residential neighborhood is nestled between the interstate and the Winooski River at the western edge of the city. There is a limited amount of land available for additional growth. Proposed land development may feature compatible infill residential development but should not result in significant increases in overall density within the neighborhood.

2108.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Low Density Residential District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.

2108.D **Dimensional Standards.** Figure 2-08 establishes the dimensional standards for development in the Low Density Residential District.

Figure 2-08. **Low Density Residential District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 9,000 sf min Frontage: 75 ft min Coverage: 40% max	Front: 20 ft min, 40 ft max Side: 15 ft min Rear: 30 ft min Water: 25 ft min	Residential: 1 du/9,000 sf max Nonresidential: 0.5 FAR max	Footprint: 4,000 sf max Height: 35 ft max

Section 2109. Rural (RL) District & Neighborhoods

2109.A **Purpose.** The Rural District is composed mainly of large landholdings used for rural residential, agricultural, forestry, recreation, open space, conservation and other natural resource-based purposes. Generally, land in this district is not served by city water or sewer or by roads capable of accommodating heavy traffic. The purpose of this district is to maintain a low-density settlement pattern and rural character by clustering land development and protecting farmland, forestland, open space and important natural resources.

2109.B **Neighborhood Character.** The Rural District includes the following neighborhoods:

- (1) **Eastern Rural.** This neighborhood encompasses approximately 600 acres of land along the city's eastern boundary. It includes the golf course, productive farmland and a small amount of residential development, but most of the land is undeveloped forestland or former farmland returning to forest. This undeveloped land remains in large parcels. Proposed land development should discourage fragmentation of this land by following conservation subdivision principles that would cluster development while protecting large tracts of open space for conservation, forestry, farming and/or recreation uses.
- (2) **Highland.** This neighborhood encompasses approximately 200 acres of land along North Street and Main Street at the northern edge of the city. It is generally farmland and large, rural residential properties. Proposed land development should feature the continued productive use of this land for commercial agriculture, homesteading or rural residential estates.
- (3) **Hill Street.** This neighborhood encompasses approximately 300 acres of land along Hill Street at the southern edge of the city. It is a mix of open, productive farmland and undeveloped, wooded hillsides. There has been some residential development on smaller lots along the road frontage. Proposed land development should feature rural residential housing in this neighborhood, particularly when it is located off productive farmland.
- (4) **Pembroke Heights.** This neighborhood encompasses approximately 250 acres of land in the northwestern part of the city. It is largely undeveloped, wooded and steep. Proposed land development should facilitate the ongoing use of this land for open space, recreation and forest uses with the opportunity for limited, low-density residential development.
- (5) **Southwestern Rural.** This neighborhood encompasses approximately 40 acres of land in the southwestern corner of the city, much of which is developed with the interstate highway. The remaining private land in this district is undeveloped and accessible only from Berlin. Proposed land development should facilitate the ongoing use of this land for open space, recreation and forest uses with the opportunity for limited, low-density residential development.
- (6) **Western Rural.** This neighborhood encompasses approximately 200 acres of undeveloped, primarily wooded land along the city's western boundary. Its development potential is constrained by a number of factors including slopes and wetlands. Proposed land development facilitate the ongoing use of this land for open space, recreation and forest uses with the opportunity for limited, low-density residential development.

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- (7) **Wrightsville.** This neighborhood encompasses approximately 950 acres in the northern portion of the city, terminating at the Wrightsville Reservoir. It is a mix of open farmland in the valley along the North Branch of the Winooski River and wooded hillsides. There has been some residential development along Elm Street and Gould Hill Road. Proposed land development should discourage fragmentation of this land by following conservation subdivision principles that would cluster development while protecting large tracts of open space for conservation, forestry, farming and/or recreation uses. Efforts should be made to locate any new residential development off quality farmland and out of the floodplain.

2109.C **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Rural District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.

2109.D **Dimensional Standards.** Figure 2-09 establishes the dimensional standards for development in the Rural District.

Figure 2-09. Rural District Dimensional Standards

LOTS	SETBACKS	DENSITY	BUILDINGS
Lot size: 2 ac min Frontage: 120 ft min Coverage: 20% max	Front: 20 ft min Side: 20 ft min Rear: 40 ft min Water: 50 ft min	Residential: 1 du/ 2 ac max Nonresidential: 0.2 FAR max	Height: 35 ft max

Section 2110. Municipal (MUN) District & Neighborhoods

- 2110.A **Purpose.** The Municipal District encompasses city-owned lands, including parks, recreation facilities, cemeteries and other facilities. The purpose of this district is to continue to use and conserve these properties as appropriate to provide municipal services and infrastructure.
- 2110.B **Use Standards.** Figure 2-11 lists the uses that are permitted or conditional in the Municipal District. Drive-through facilities and drive-in establishments are prohibited as a component of any allowed use.
- 2110.C **Dimensional Standards.** Figure 2-10 establishes the dimensional standards for development in the Municipal District.

Figure 2-10. **Municipal District Dimensional Standards**

LOTS	SETBACKS	DENSITY	BUILDINGS
n/a	Front: 20 ft min Side: 40 ft min Rear: 40 ft min Water: 50 ft min	n/a	n/a

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Figure 2-11. **Use Table**

P = Permitted Use
C = Conditional Use
– = Use Not Allowed

	ZONING DISTRICT									
	UC	RIV	EG	WG	MUR	HDR	MDR	LDR	RL	MUN
RESIDENTIAL										
One or two dwelling units	P	P	C	C	P	P	P	P	P	–
Three or four dwelling units	P	P	C	C	P	P	P	C	C	–
Multi-family dwellings (>4 units)	P	P	C	C	C	C	C	–	–	–
Specialized residential structures	P	P	C	C	C	C	C	C	C	–
Senior housing	P	P	C	C	P	P	C	C	C	–
Congregate living	P	P	C	C	C	C	C	C	–	–
Skilled-nursing services	P	P	C	C	C	C	C	C	–	–
LODGING										
Bed and breakfast	P	P	P	P	P	P	C	C	C	–
Inn	P	P	P	P	P	–	–	C ⁶	C	–
Temporary housing	P	P	C	C	C	C	C	C	–	–
Hotel or motel	P	P	P	P	C	–	–	–	–	–
COMMERCIAL										
Retail sales and service (indoor)	P	P	C	P	C ⁴	–	–	–	–	–
Retail sales and service (outdoor)	–	C	P	C	C	–	–	–	–	–
Neighborhood market	–	–	–	–	–	C	C	C	–	–
Open market or market shop	–	P	P	C	C	–	–	–	–	–
Malls or shopping centers	C	C	C	–	–	–	–	–	–	–
Car wash	–	C	P	–	–	–	–	–	–	–
Fueling station	–	C ³	P	–	–	–	–	–	–	–
Automobile repair and service	–	C	P	–	–	–	–	–	–	–
Automobile sales or rental establishment	–	–	P	–	–	–	–	–	–	–
Lumberyard & bldg material sales	–	C	P	–	–	–	–	–	–	–
Bank	P ¹	P	C	P ¹	–	–	–	–	–	–
Personal or professional services	P	P	P	P	P	–	–	–	–	–
Veterinary and animal services	P	P	P	P	–	–	–	–	C	–
Office	P	P	P	P	C	–	–	–	–	–
Restaurant	P	P	C	C	C	–	–	–	–	–
Restaurant, take-out	P	P	C	C	C	–	–	–	–	–
Bar or nightclub	P	C	C	C	–	–	–	–	–	–

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P = Permitted Use
C = Conditional Use
– = Use Not Allowed

	ZONING DISTRICT									
	UC	RIV	EG	WG	MUR	HDR	MDR	LDR	RL	MUN
Food service contractor	P	P	P	–	C	–	–	–	C	–
Contractor's yard (with outdoor storage)	–	C	P	–	–	–	–	–	C	–
INDUSTRIAL										
Light manufacturing	C ²	C	P	C	–	–	–	–	C	–
Manufacturing	C ²	C	P	C	–	–	–	–	–	–
Heavy manufacturing	–	–	C	C	–	–	–	–	–	–
Laboratory or technical facility	P	P	P	C	C	–	–	–	–	–
Warehouse or storage	C ²	C	P	C	–	–	–	–	C	–
Mini-warehouse	–	–	C	C	–	–	–	–	–	–
Large area distribution or transit warehouse	–	–	C	–	–	–	–	–	–	–
Tank farms	–	–	C	–	–	–	–	–	–	–
Wholesale trade establishment	C	C	P	C	–	–	–	–	–	–
Publishing	P	P	P	C	–	–	–	–	–	–
PUBLIC ASSEMBLY										
Performance theater	P	P	C	P	C	–	–	–	–	–
Movie theater	P	P	C	–	–	–	–	–	–	–
Amphitheater	P	P	C	P	–	–	–	–	C	P
Indoor games facility	P	P	C	–	C	–	–	–	–	C
Sports arena	C	C	C	–	C	–	–	–	–	C
Exhibition, convention or conference structure	P	P	P	P	C	–	–	–	–	C
Religious facility	P	P	P	P	P	P	P	P	P	–
Government facility, office or courthouse	P	P	–	P	C	–	–	–	–	P
Other community centers	P	P	C	P	C	–	–	–	C ⁵	P
Fitness, sports, gym or athletic facility	P	P	C	P	C	–	–	–	C ⁵	P
Golf course	–	–	–	–	–	–	–	–	C	P
Camps, camping and related establishments	–	–	–	–	–	–	–	–	C	C
Nature or recreational park	P	P	P	P	P	P	P	P	P	P
INSTITUTIONAL OR COMMUNITY FACILITY										
Hospital	C	C	C	P	–	–	–	–	–	–
Medical clinic building	P	P	C	P	C	–	–	–	–	–

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P = Permitted Use
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	ZONING DISTRICT									
	UC	RIV	EG	WG	MUR	HDR	MDR	LDR	RL	MUN
Grade school	P	P	–	P	P	P	P	P	–	C
Academic institution	P	P	P	P	P	C	C	C	–	–
Library	P	P	–	P	P	C	C	C	–	P
Museum, gallery or exhibition hall, or pavilion	P	P	–	P	P	C	C	C	C	P
Public safety facility	P	P	P	P	C	–	–	–	C	P
Cemetery	C	C	C	C	P	P	P	P	P	P
Funeral home or cremation facility	P	P	P	C	P	–	–	–	C	–
Child day care facility, licensed	P	P	C	P	P	C	C	C	C	C
Child day care home, registered	P	P	P	P	P	P	P	P	P	–
TRANSPORTATION FACILITY										
Surface parking	P	P	P	P	–	–	–	–	–	P
Parking structure or garage	P	P	P	P	–	–	–	–	–	P
Bus stop shelter	P	P	P	P	P	P	P	P	–	P
Bus maintenance facility	–	C	P	–	–	–	–	–	–	–
Rail transportation facility	P	P	P	P	–	–	–	–	–	–
Road passenger & transit services	P	P	P	P	C	–	–	–	–	C
Truck & freight transport. Services	–	–	C	C	–	–	–	–	–	–
UTILITIES										
Utility structures	P	P	P	P	P	P	P	P	P	P
Water supply related facility	C	C	P	P	–	–	–	–	P	P
Sewer related facility	C	C	C	C	–	–	–	–	C	P
Communication antenna	P	P	P	P	P	P	P	P	P	P
Communication tower	C	C	P	C	–	–	–	–	C	P
MINING, AGRICULTURE AND FORESTRY										
Stable or equine facility	–	–	P	–	C	–	–	C	P	C
Composting facility	–	–	C	–	–	–	–	–	C	C
Greenhouse	P	P	P	–	C	–	–	C	P	P
Kennel	–	C	P	–	–	–	–	–	P	–
Mining, extracting, quarrying and stone cutting	–	–	C	C	–	–	–	–	C	–
Agriculture and forestry	P	P	P	P	P	P	P	P	P	P
Rural enterprise	C	C	C	C	C	C	C	C	C	C

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P = Permitted Use
C = Conditional Use
– = Use Not Allowed

ZONING DISTRICT

	UC	RIV	EG	WG	MUR	HDR	MDR	LDR	RL	MUN
Support functions for animal production	–	C	P	C	–	–	–	–	C	–
Game and fishing retreats and reserves	–	–	–	–	–	–	–	–	P	–

Notes

- 1 Drive-through or drive-in establishment allowed with conditional use approval from the Development Review Board.
- 2 Use must not occupy more than 20,000 square feet of floor area and must be fully enclosed.
- 3 Use allowed only in the Cross Roads neighborhood and on the river side of Berlin Street / River Street.
- 4 Use must not occupy more than 3,000 square feet of floor area.
- 5 Use must occupy more than 6,000 square feet of floor area.
- 6 Use is limited to a maximum of 20 guest rooms.

Chapter 220. Overlay Zoning Districts

- ① *The purpose of this chapter is to establish overlay zoning districts that supplement or supersede the standards of the underlying zoning district in order to address special conditions or resources that require additional or modified regulations.*

Section 2201. Historic Design Review Overlay District

- 2201.A **Boundary.** The Historic Design Review Overlay District includes all properties within the historic district(s) in Montpelier as listed in the National Register of Historic Places, but not including any properties within the Capitol Complex.
- 2201.B **Purpose.** The purpose of the Historic Design Review Overlay District is to protect the city's historic character by regulating exterior modifications to contributing historic structures and by requiring new structures within listed historic districts to be compatible with and respond to their setting and context in accordance with the principles summarized below:
- (1) Buildings should function to meet today's needs just as they met certain needs at the time they were built. The changes required to meet new demands should be a compromise between the existing integrity of the structure and new functions. Good preservation seeks both of these goals.
 - (2) Every attempt should be made to preserve as much of a historic building's original design, architectural details and building materials as is reasonably possible. When it is necessary to introduce modern elements to a historic building exterior, every feasible effort should be made to maintain the building's overall architectural character.
 - (3) New construction should be a product of its own time and not be a copy of an older architectural style with associated details no longer practical. The unity of an existing street or block should be a major consideration in the design of any new construction. Rather than copying a particular style, the new building should relate in materials, colors, form, massing, proportion and rhythm of common elements to those present on the street or block.
- 2201.C **Applicability.** All land development within the Historic Design Review Overlay District will require review by the Design Review Committee in accordance with Section 4301, except for the following:
- (1) Subdivision of land.
 - (2) A change in use that will not result in any exterior modifications.
 - (3) Normal repair and maintenance with materials of identical composition, type and appearance (includes any repainting of previously painted surfaces, irrespective of color, but does not include painting of existing, unpainted surfaces).
 - (4) Exterior modifications to the rear of a noncontributing structure.
 - (5) Demolition of a noncontributing structure.
 - (6) The complete removal of a sign and its hardware, except that sign hardware installed into brick or masonry may remain in place.
 - (7) The replacement of a sign provided that the proposed sign:
 - (a) Is the same or smaller dimensions than the sign being replaced;
 - (b) Is in the same location or is located entirely within the building's sign band;

- (c) Is generally of the same material; and
 - (d) Does not require any new hardware to be installed into brick or masonry building elements.
- (8) Non-substantial alterations as determined in writing by the Administrative Officer.
- 2201.D **Consultation During Project Planning.** Owners of historic buildings are strongly encouraged to meet informally with the Design Review Committee when planning significant building repair, maintenance, renovation or expansions for assistance with implementing appropriate preservation, rehabilitation, restoration or reconstruction practices.
- 2201.E **Use Standards.** The use standards within the Historic Design Review Overlay District will be as specified in the base zoning district.
- 2201.F **Dimensional Standards.** The dimensional standards within the Historic Design Review Overlay District will be as specified in the base zoning district.
- 2201.G **General Standards.** Applicants must demonstrate that proposed exterior modifications within the Historic Design Review Overlay District conform to the standards below except as provided in Subsection 2201.H.
 - (1) A property must be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
 - (2) The historic character of a property must be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property must be avoided.
 - (3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, must not be undertaken.
 - (4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.
 - (5) Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property must be preserved.
 - (6) Deteriorated historic features must be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature must match the old in design, color, texture and, where possible, materials. Replacement of missing features must be substantiated by documentary and physical evidence.
 - (7) Chemical or physical treatments, if appropriate, must be undertaken using the gentlest means possible. Treatments that cause damage to historic materials must not be used.
 - (8) Archeological resources must be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken.
 - (9) New additions, exterior alterations or related new construction must not destroy historic materials, features, and spatial relationships that characterize the property. The new work must be differentiated from the old and must be compatible with the historic materials, features, size, scale and proportion, and massing to protect the

integrity of the property and its environment.

- (10) New additions and adjacent or related new construction must be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

2201.H **Specific Standards for Contributing Historic Structures.** When reviewing applications for certain exterior modifications to contributing historic structures, the Design Review Committee must interpret and apply the standards of Subsection 2201.G in accordance with the specific standards below.

- (1) **Architectural Standards.** Proposals for exterior modifications of contributing historic structures are exempt from the requirements to meet architectural standards of the base zoning district.
- (2) **Replacing Historic Windows or Doors.** Applicants may replace historic windows or doors (original to the building or dating to the building's period of significance, typically not including replacement windows or doors that are less than 50 years old) with an in-kind replacement that must:
 - (a) Have the same dimensions as the historic window or door;
 - (b) Have essentially the same sash and pane configuration as the historic window or door, where applicable;
 - (c) Have essentially the same design details as the historic window or door;
 - (d) Be constructed of the same or a comparable (in terms of durability and appearance) material as the historic window or door (for example, this may allow vinyl clad windows if they can meet other applicable criteria);
 - (e) Have essentially the same or similar glass-to-frame ratio as the historic window or door, where applicable;
 - (f) Have essentially the same or similar reveal as the historic window or door; and
 - (g) Incorporate either an integral muntin or exterior muntin grids that replicates the historic window or door as closely as possible, where applicable.
- (3) **Replacing Non-Historic Windows or Doors.** If applicants are proposing to replace windows or doors that are not original to the building or dating to the building's period of significance, reasonable efforts must be made to repair any loss of historic character resulting from an earlier inappropriate modification of the building such as:
 - (a) If size of historic window or door openings was changed, selecting a replacement that matches the historic dimensions rather than the more recent dimensions.
 - (b) If the structure retains some of its historic windows and doors, selecting a replacement that matching the sash and pane configuration and design details of the remaining historic windows or doors rather than the more recent windows or doors.
- (4) **Installing Storm Windows or Doors.** Applicants may install interior or exterior storm windows or doors over historic windows or doors in accordance with the following:
 - (a) Interior storms must be designed, installed and maintained to prevent the build-up of condensation that can damage historic windows or doors.

- (b) Exterior storms must be designed and installed to obscure the historic window or door to the least degree possible by using clear glass, replicating the frame width, matching the sash location, where applicable, and matching or coordinating the color of the historic window or door (for example, this would not allow storm windows with a milled aluminum finish).
- (5) **Replacing Historic Roofing Materials.** Applicants may replace historic roofing materials (original to the building or dating to the building's period of significance, typically not including replacement roofing materials that are less than 50 years old) with an in-kind replacement that must:
 - (a) Be constructed of the same material, a comparable material (in terms of durability and appearance), or a material that traditionally has been used on buildings of the same type in Montpelier (for example, this would allow standing seam metal roofing); and
 - (b) Replicate the color and patterning of the historic materials if they contribute significantly to the historic character of the building.
- (6) **Replacing Non-Historic Roofing Materials.** If applicants are proposing to replace roofing materials that are not original to the building or dating to the building's period of significance, they may choose:
 - (a) The same material as exists on the roof at the time of the application or a comparable material (in terms of durability and appearance).
 - (b) A roofing material that traditionally would have been used on buildings of the same type in Montpelier.
- (7) **Replacing Historic Siding.** Applicants may replace historic siding materials (original to the building or dating to the district's period of significance, typically not including replacement siding that is less than 50 years old) with an in-kind replacement that must:
 - (a) Be constructed of the same material or a material that closely replicates the appearance of the historic siding and is of comparable durability (for example, this would not allow metal or vinyl siding, but may allow contemporary materials like fiber cement clapboards that can meet the criteria below);
 - (b) Have the essentially the same design details as the historic siding material;
 - (c) Have the essentially the same dimensions and reveal as the historic siding material, where applicable;
 - (d) If masonry, have essentially the same texture, color and pattern as the historic siding material;
 - (e) Not eliminate or cover historic trim or architectural elements such as cornices, moldings, door or window surrounds, columns, pilasters, brackets, bargeboards (if these elements are deteriorated, they must be replaced in-kind).
- (8) **Replacing Non-Historic Siding.** If applicants are proposing to replace siding materials that are not original to the building or dating to the building's period of significance reasonable efforts must be made to repair any loss of historic character resulting from an earlier inappropriate modification of the building such as:

- (a) Uncovering and rehabilitating historic trim or architectural elements.
 - (b) Selecting a replacement material that matches the historic siding rather than the more recent replacement material.
- (9) **Removing, Replacing or Modifying Historic Porches.** Applicants:
- (a) May replace a historic porch in-kind so that the re-built porch has essentially the same design details as the historic porch (this may include using contemporary materials such as composite decking or fiberglass columns provided they closely replicate the appearance of and have comparable durability to the historic materials).
 - (b) May modify a historic porch as necessary to meet current building code and accessibility standards. The applicant must make reasonable efforts to minimize loss of historic character and retain historic architectural elements and design details.
 - (c) May make minor alterations to the roof form or pitch to improve how the porch sheds water and snow in order to prevent future deterioration or damage.
 - (d) May expand a historic porch if the Design Review Board finds that the proposed design is compatible with the building's historic character and is comparable to porch designs that traditionally would have been found on buildings of the same type in Montpelier.
 - (e) May enclose a historic porch with glass in a manner that will not damage or obscure its architectural details.
 - (f) May otherwise enclose or remove a historic porch only if the Design Review Board finds that the proposed design is compatible with the building's historic character (for example, enclosure or removal of a side or rear porch may be allowed, but it is unlikely that a front porch could be enclosed or removed without diminishing the building's historic character).
- (10) **Removing, Replacing or Modifying Non-Historic Porches or Adding a Porch.** Applicants:
- (a) That are proposing to remove, replace or modify a porch that is not original to the building or dating to the building's period of significance must make reasonable efforts to repair any loss of historic character resulting from an earlier modification of the building. This may include opening up a porch that had been enclosed or restoring lost architectural details like railings or columns, for example.
 - (b) That are proposing to add a porch to a historic building must demonstrate that the proposed design is compatible with the building's historic character and is comparable to porch designs that traditionally would have been found on buildings of the same type in Montpelier.
- (11) **Exterior Painting.** Applicants:
- (a) May repaint any exterior surfaces that are already painted with no restriction on color. As specified in Subsection 2201.C(3), repainting previously painted surfaces will be considered normal repair and maintenance and will not require design review under this section.

- (b) Must not paint unpainted masonry materials unless specifically recommended by the Design Review Committee.
 - (c) Are encouraged to remove paint from materials that historically were not painted.
 - (d) Are discouraged from painting exterior surfaces that are not already painted.
- (12) New or Replacement Signs. The Design Review Committee will review new or replacement signs not exempted in Subsection 2201.C. for location, size, materials and hardware, but not for content.

2201.I **Specific Standards for New Structures and Noncontributing Structures.** When reviewing applications for new structures or modifications to noncontributing structures, the Design Review Committee must interpret and apply the standards of Subsection 2201.G in accordance with the specific standards below.

- (1) New or modified structures must be compatible in form, scale, massing, proportion and rhythm with their historic context and must contribute to a pedestrian-oriented streetscape. Applicants are strongly encouraged to design compatible contemporary structures rather than duplicate or mimic the design of historic buildings in the district in accordance with the following principles:
 - (a) Design new buildings to be similar in massing, form, height and width to other buildings on the block.
 - (b) If new buildings will be wider than adjacent buildings, break up the building mass with changes in wall plane and roof form so that its appearance conforms to building widths on neighboring properties.
 - (c) If new buildings will be taller than adjacent buildings, place the taller portions of the building away from the street and adjacent buildings to either side and step the height down at the street facade and at the sides so that the height will be similar to the height of surrounding buildings.
 - (d) Design floor levels and story heights so that are similar to those of surrounding buildings to the maximum extent feasible. Where floor levels and story heights on adjacent properties are responding to changes in the terrain, the new building should fit into that pattern.
 - (e) Maintain a front setback and overall lot coverage that is similar to other properties on the block.
 - (f) Orient the primary facade of new buildings to the street and provide primary entrances on the street facade.
 - (g) Design new buildings to convey a human scale through use of massing, incorporating a variety of surface materials and textures, and a regular pattern of window and door openings.
 - (h) Enhance the primary facade and property frontage in a manner similar to other buildings on the block, which may include elements such as landscaping, fencing, porches, display windows, outdoor seating, awnings, etc.
 - (i) Subordinate any accessory buildings on the site by placing them to the side or rear of the lot.

- (j) These principles may not apply to corner buildings if it is typical elsewhere in the neighborhood for buildings on corner lots to be larger than adjacent buildings or to landmark buildings that are intended to be a focal point within the neighborhood.

2201.J **Specific Standards for Demolition of Contributing Structures.** The Development Review Board must approve the demolition of a contributing historic structure before the Administrative Officer may issue a zoning permit unless the Administrative Officer finds that the structure poses an imminent danger to public health, safety or welfare as follows:

- (1) The applicant must demonstrate that:
 - (a) It is not feasible to rehabilitate and/or re-use the structure in order to earn a reasonable economic return from the property.
 - (b) It is not feasible to move the structure to a new location on or off the property.
 - (c) The non-feasibility of rehabilitation, re-use or relocation is not due to his/her failure to perform normal maintenance and repairs as necessary to prevent structural damage and deterioration.
 - (d) The non-feasibility of rehabilitation, re-use or relocation is not due to his/her failure to set reasonable rents or sales price, and/or diligently solicit and retain tenants, as applicable.
 - (e) The demolition is not primarily intended to allow development of additional surface parking.
 - (f) The demolition is necessary to allow him/her reasonable use of the property or demolition is part of a redevelopment plan that will provide a clear and substantial benefit to the community.
- (2) The Development Review Board may waive the requirement to demonstrate conformance with Subparagraphs (1)(a) through (d) above upon the applicant demonstrating that the redevelopment plan:
 - (a) Will result in new construction with a similar footprint to the structure or portion of a structure proposed for demolition.
 - (b) Will allow for more efficient use of the site (ex., removing a single-story portion of a building and replacing it with new multi-story construction).
 - (c) Has been endorsed by the Design Review Committee.
- (3) As a condition of approval for demolition, the Development Review Board:
 - (a) Will require the applicant to offer the structure for relocation for a period of at least 6 weeks before the Administrative Officer may issue a zoning permit for demolition unless it determines that it would not be feasible to relocate the structure.
 - (b) Will require the applicant to photographically document the structure and provide the photographs to the city before the Administrative Officer may issue a zoning permit for demolition.

DRAFT ZONING DISTRICTS & NEIGHBORHOODS

FINALPLANNING COMMISSION DRAFT

DRAFT ZONING DISTRICTS

- Urban Center
- Riverfront
- Western Gateway
- Eastern Gateway
- Mixed Use
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Rural
- Municipal

Historic Design Review Overlay

Notes: Each zoning district is further subdivided into neighborhoods as indicated by the white lines and labels. The intent is to recognize and protect the distinct character of each neighborhood. Generally, the use and dimensional standards will be the same for all neighborhoods within a zoning district.

The Capitol Complex is not included in the Historic Design Review Overlay District.

NEIGHBORHOODS

- 1-1 Barre Street

1-2 Capitol Complex

1-3 Downtown Business

1-4 Elm Street

1-5 Main Street

2-1 Barre Street

2-2 Cross Roads

2-3 Route 2

3-1 Eastern Corridor

3-2 Farm and Factory

4-1 Office Park

4-2 Western Corridor

5-1 College Hill – East State Street

5-2 College Hill – Main Street

5-3 College Hill – Southwest

5-4 Court Street

5-5 Franklin Street – Southwest

5-6 Liberty Street – West

5-7 Northfield Street – North

5-8 Redstone

5-9 The Meadow – Elm Street

6-1 College Hill – Southwest

6-2 Franklin Street – Northeast

6-3 Liberty Street – East

6-4 River Street

6-5 Route 2 – Prospect Street

6-6 The Meadow – West
- 7-1 Berlin Street

7-2 College Hill – North

7-3 College Hill – Southeast

7-4 Sabin’s Pasture

8-1 Cliffside

8-2 Crestview

8-3 Elm Street

8-4 Gallison Hill

8-5 Murray Hill

8-6 North Street

8-7 Northfield Street

8-8 Park West

8-9 Stonewall Meadows

8-10 Towne Hill

8-11 Towne Street

8-12 Toy Town

9-1 Eastern Rural

9-2 Highland

9-3 Hill Street

9-4 Pembroke Heights

9-5 Southwestern Rural

9-6 Western Rural

9-7 Wrightsville

