

# AGREEMENT FOR PLANNING SERVICES

*by and between the*  
**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
*and the*  
**TOWN OF EAST MONTPELIER, VERMONT**

## I. AGREEMENT FOR SERVICES

- A. It is agreed by and between the CENTRAL VERMONT REGIONAL PLANNING COMMISSION (hereinafter called the Regional Commission) and the TOWN OF EAST MONTPELIER (hereinafter called the Town) that the Regional Commission shall assist the Town in the completion of a Village Master Plan.

The Regional Commission shall produce a plan, including associated regulations and maps, in accordance with existing state statutes; and shall, with the Town Planning Commission, put said plan into a final draft for public engagement, as specified in Attachment A: Scope of Work.

- B. This agreement consists of the body and the following attachment that is incorporated herein:

Attachment A: Scope of Work

## II. GENERAL TERMS AND CONDITIONS

- A. It is understood that the Regional Commission may retain qualified help to assist with this work. Whenever feasible, local labor shall be used to assist professionals in the gathering and compilation of data, thus minimizing expenses.
- B. The maximum dollar amount for all services performed under this Agreement shall not exceed \$ **21,750.00** unless otherwise amended. The Town will be charged for only that portion of costs actually incurred by the Regional Commission, up to the agreement maximum.
- C. The period of performance under this Agreement shall commence **on February 5, 2016 and run through May 19, 2017** unless otherwise amended.
- D. Ownership of all materials produced under this agreement shall remain with the Town. The Regional Commission may use information and/or materials for regional planning activities, but may not distribute copies of materials produced under this agreement without the Town's consent, except as provided for by state law.
- E. Changes, modifications, or amendments in the terms, conditions and fees of this Agreement shall be written and signed by the duly authorized representatives of the Regional Commission and the Town.

- F. The parties agree that the Regional Commission, and any agents and employees of the Regional Commission shall act in an independent capacity and not as officers or employees of the Town.
- G. The Town, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement.
- H. Reasonable extensions of time for completing the work may be granted in writing by the Town, if the Regional Commission can demonstrate that it was unavoidably delayed by circumstances beyond its control. In no case will an extension of time be granted beyond that allowed by the Town's Municipal Planning Grant.
- I. The Town shall appoint one person as the principal contact for this project.
- J. If, through any cause, the Regional Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Regional Commission and specifying the effective date thereof, at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the Regional Commission by the Town.
- K. The fees charged for services to the Town for the duration of this contract are based on actual costs, including personnel, overhead, and direct expenses, incurred by the Regional Commission.

Optional Products and Services:

Additional printouts of text drafts or data beyond those listed in "Deliverables" in the attached scope of work are available for the cost of reproduction (for copying, \$0.05 per sheet).

III. OBLIGATIONS OF THE REGIONAL COMMISSION

- A. The Regional Commission will work with and be responsible to the East Montpelier Planning Commission and Selectboard in providing the services specified in Attachment A: Scope of Work.
- B. The Regional Commission shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- C. The Regional Commission shall invoice the Town quarterly (March, June, September, December) and at the end of the contract period (or at project completion, whichever is sooner). The Regional Commission shall submit periodic progress reports describing the progress of work to date. The final invoice and progress reports shall indicate the total hours worked.

- D. Regional Commission staff shall review any work contracted with third parties by the Regional Commission under this agreement for conformance with statutory requirements. Written comments and recommendations will be submitted to the consultant and/or Planning Commission as needed. The Regional Commission shall retain overall control of draft preparation to ensure timely and coordinated delivery.
- E. All statutory requirements under Vermont law in effect at the time will be observed by the Regional Commission and any third party hired by the Regional Commission.

#### IV. OBLIGATIONS OF THE TOWN

- A. In consideration of the services to be provided by the Regional Commission, the Town agrees to pay the Commission after review and approval of invoices submitted in accordance with the provisions of Section III.C. The invoices shall be payable to the Regional Commission within 30 days following delivery of all final products under this Agreement and/or receipt of the invoice.
- B. The Town agrees to organize and sponsor meetings with Regional Commission's staff and/or consultant as necessary to review various reports or drafts as called for in the attached Scope of Work. The meeting schedule and structure shall be flexible; however the Regional Commission agrees to a minimum of six meetings and four outreach events during the period of this contract for the purposes of gathering information and/or draft review.
- C. The Town agrees to make available to the Regional Commission and/or its consultant, at Town expense, if any, relevant information, data, reports, plans, bylaws or ordinances as requested. All materials belonging to the Town will be returned.
- D. The Town agrees to cooperate with and administratively assist the Regional Commission's staff and/or consultant without charge in carrying out planning tasks. This shall include but not be limited to:
  - 1) assisting in the verification of documents and information;
  - 2) making photocopies of reports and/or documents prepared for distribution;
  - 3) paying for publishing and mailing costs related to public participation efforts, legal notices and public hearings;
  - 4) providing any additional available reports, studies, bylaws and/or ordinances as requested;
  - 5) assisting with public engagement in the planning process;
  - 6) holding the Regional Commission and/or its consultant harmless for any liabilities resulting from inaccuracies in information provided by the Town.
- E. The Town agrees to review the draft(s) delivered by the Regional Commission's staff and/or consultant for final editing and production to satisfy this project.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 8th day of March, 2016 at Montpelier, Vermont.

**FOR CENTRAL VERMONT REGIONAL PLANNING COMMISSION:**

BT Atwood, Chair  
Byron Atwood, Chair

3/8/16  
Date

**FOR TOWN OF EAST MONTPELIER:**

Seth Gardner  
Seth Gardner, Selectboard Chair

2-15-16  
Date

Jean Vissering  
Jean Vissering, Planning Commission Chair

2/5/16  
Date

Project Contact:\* Julie Potter  
Vice-chair, East Montpelier Planning Commission  
Address: 40 Kelton Road, PO Box 157  
East Montpelier, VT 05651  
Telephone Number: (802) 262-6119  
Email Address: julianapotter@yahoo.com

Billing Contact: Bruce Johnson  
East Montpelier Town Administrator  
Address: 40 Kelton Road, PO Box 157  
East Montpelier, VT 05651  
Telephone Number: (802) 223-3313 x 204  
Email Address: eastmontadmin@comcast.net

\* Please ensure all emailed materials are copied to the Town at eastmontadmin@comcast.net

## ATTACHMENT A: SCOPE OF WORK

### EAST MONTPELIER VILLAGE MASTER PLAN

#### SCOPE OF WORK

The Town of East Montpelier was awarded a Municipal Planning Grant to complete a Village Master Plan for the Village of East Montpelier. The scope of work outlined in the grant application includes the establishment of a new zoning designation with associated regulations, an updated district boundary, and a future vision for the Village. The Planning Commission has agreed to consult with the Central Vermont Regional Planning Commission to complete this work. Below is an outline and scope for work to be undertaken by the CVRPC to successfully complete this project by the end of the grant period of May 31, 2017.

#### **TASKS:**

##### **1. KICK-OFF MEETING**

A kick-off meeting will be held to introduce the project to project participants and to refine project details. In general, the Planning Commission will serve as the steering committee, however other interested parties will be included from time-to-time. For this meeting the following responsibilities will be assumed:

**Planning Commission:** Invite key project participants and advertise the meeting as required. This will include any costs associated with advertising, mailing, or posting of information related to the kick-off.

**CVRPC:** Provide an agenda for the kick-off meeting and provide an overview of activities to complete the East Montpelier Village Master Plan.

**Timeframe:** February 2016

**Deliverables:** Consensus between the Planning Commission and CVRPC on scope of work, identification of potential stakeholders, and agreement on process.

**Estimated Costs<sup>1</sup>:** \$250.00

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<sup>1</sup> Estimated costs only include expenditures related to CVRPC activities and do not include costs incurred by the municipality. These costs are for planning and general budgeting purposes only.

## **2 & 5. PUBLIC EDUCATION, OUTREACH, AND ENGAGEMENT**

Public outreach, education, and engagement will be an on-going task that will include outreach and engagement activities as noted in the grant application scope of work. This may include newsletter articles, targeted mailings, or regular events in the village. The Planning Commission and CVRPC staff will coordinate on outreach, education, and engagement activities throughout the process to ensure the public is engaged to solicit comments and feedback at specific milestones throughout the process.

A specific activity for outreach and education may include a partnership with the elementary school to engage students in the process and one engagement milestone in particular will be the development of the village boundary scenarios. It may be necessary to have preliminary work done on Task 6 to provide information regarding growth projections to ensure information regarding possible densities and development potential is conveyed to the public along with options for updated boundary areas.

**Planning Commission:** Advertise public education events and outreach throughout the planning process including notices to existing mailing lists or other community groups. Provide refreshments for the outreach activities as needed. Make contact with the school district to begin discussions of a possible collaboration.

**CVRPC:** Make presentations at up to 4 identified outreach events that would coincide with specific milestones and prepare materials for education and engagement. This may include maps, informational posters, or other handouts.

**Timeframe:** This will be an on-going effort. Activities will be held in conjunction with specific milestones throughout the planning process.

**Deliverables:** Reports to the Planning Commission on activities conducted.

**Estimated Costs:** \$3,000.00

**3. REVIEW VILLAGE HISTORY & CURRENT CONDITIONS**

CVRPC staff will review previous studies and reports as noted in the project description that was included as part of the Municipal Planning Grant application. Staff will also conduct visual/walking inventories to establish up-to-date existing conditions for the village. Additionally, staff may solicit input from property or business owners throughout the village to help identify any specific issues that might exist. This information will be summarized to identify where common themes emerge to help focus the discussion or identify if past recommendations are still valid.

**CVRPC:** Review documents, conduct inventories, and prepare materials for presentation to the Planning Commission for review and comments.

**Timeframe:** Review of materials to begin following Notice to Proceed on the contract.

**Deliverables:** Summary report and maps; briefing to the Planning Commission on existing conditions and policies to solicit input.

**Estimated Costs:** \$4,000.00

**4. DEVELOP VILLAGE BOUNDARY & PLANNING SCENARIOS**

Staff will utilize existing data; citizen input from public education and outreach activities; and field analysis to identify three to five scenarios for determining the village boundary and potential neighborhood areas. These scenarios will be based on criteria that are established and identified through input from the community and analysis of existing conditions. Proposed boundary maps will be prepared for review and input by the Planning Commission and the community.

**CVRPC:** Develop village boundary & planning scenarios and prepare presentation materials to solicit input from the community on the identified options.

**Timeframe:** September 2016.

**Deliverables:** Proposed village boundary maps to be used for public engagement to determine a preferred village boundary.

**Estimated Costs:** \$2,000.00

## 6. GROWTH PROJECTIONS

Based on input from the public and the planning commission regarding the various boundary scenarios, CVRPC staff will further refine the information and establish growth projections for the village boundary scenario receiving the most positive feedback. The growth projections will be based on current zoning districts and regulations. The projections may also include a component for possible changes to zoning if the carrying capacity of the land can support increased development density. A component of the growth projections may include the impacts of public infrastructure such as centralized wastewater facilities or upgrades and improvements to the existing water supply system.

CVRPC:	Develop build-out scenarios and future growth projections based on the preferred village boundary scenario.
Timeframe:	Following public input on preferred village boundary scenarios.
Deliverables:	Report on updated growth projections for the designated village boundary and solicit input from the Planning Commission.
Responsibility:	\$2,500.00

## 7. DRAFT MASTER PLAN ELEMENTS

After gathering input from the public and other sources regarding updated village boundaries and growth projections, CVRPC staff will begin to draft a master plan that outlines the process and any recommendations for achieving the vision that has been identified for the Village of East Montpelier. This master plan will include information and suggestions on priorities to achieve the desired development outcomes and proposed changes to existing zoning. An implementation schedule may be provided. CVRPC staff will present this draft to the Planning Commission for their review and input. Updates to the draft master plan will be incorporated based on feedback received.

CVRPC:	Develop a draft master plan.
Timeframe:	October 2016 thru February 2017
Deliverables:	Draft master plan in paper and electronic formats for review and comment by the Planning Commission.
Estimated Costs:	\$8,000.00



**8. FINALIZE MASTER PLAN**

After feedback has been received on the draft master plan, CVRPC will update the draft plan to incorporate agreed upon changes. The final draft will be made available for review by the public prior to acceptance by the Town of East Montpelier.

CVRPC: Update the draft master plan based on comments received.

Timeframe: March/April 2017

Deliverables: Final master plan in paper and electronic format.

Estimated Costs: \$2,000.00

Total Estimated Costs – CVRPC Scope of work: \$21,750.00

Total Project Cost – MPG Application: \$22,435.00

Estimated remaining funds: \$685.00