



AGREEMENT

This Agreement is by and between the Town of York, Maine ("Client") and Town Planning & Urban Design Collaborative LLC (also called "TPUDC") ("Consultant") entered into on 7/11/2023.

PREAMBLE

The Client has asked TPUDC to assist with planning services related to the Town of York, Maine, Design Charrettes, Regulating Plan, & Zoning Amendments (the "Project") which are more fully described below, and the Consultant has agreed to provide such services.

This Agreement contains the following Appendices:

- A: Scope of Services & Project Timeline
- B: Rate Schedule
- C: Background Information
- D: Fee Schedule

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. SCOPE OF SERVICES

The Consultant shall perform the basic scope of services as identified in **Appendix A: Scope of Services & Project Timeline**.

B. FEE AND BILLING

- B.1. The Consultant will provide the services described in the Scope of Services for a fee not to exceed \$125,000 including expenses.
- B.2. The Consultant shall invoice the Client monthly based on the percentage of Services completed for each Phase as of the invoice date as detailed in **Appendix D: Fee Estimate**.
- B.3. Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within 30 days of receipt by Client. Any invoice unpaid after 60 days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

C. FORMAT OF FINAL DOCUMENTS

Consultant shall provide final work products to Client in a digital file format, such as Adobe PDF and/or Word.

D. ADDITIONAL SERVICES AND CHANGES TO THE SCOPE OF SERVICES

The Consultant's undertaking to perform professional services extends only to the services specifically described in **Appendix A: Scope of Services & Project Timeline**. Any services not specifically provided for in the Scope of Services will be considered Additional Services and performed on a labor fee plus expense basis using the hourly rates presented in **Appendix B: Rate Schedule** of this Agreement.

Any changes or additions to the Scope of Services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Modify the Scope of Services; (2) Adjust the total fees, if any; (3) Reallocate fee from one phase or task to another; and/or (4) Change the project schedule, as appropriate.

E. CLIENT'S RESPONSIBILITIES

E.1. Client shall be responsible for the following items in conjunction with the Project:

- a. Designate in writing a person to act as its representative (Designated Client Representative) with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Client will provide, on a timely basis, the background information in **Appendix C: Background Information**, and any other information that Consultant may reasonably request. Any requests for the production of additional background information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- c. Client will provide supplementary information that may be requested by the Consultant from time to time during the course of the Project.
- d. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. Any revisions to the Consultant's deliverables caused by inaccurate, outdated, or incomplete information provided by the Client, will be considered an Additional Service.
- e. Client will coordinate and secure locations to conduct all public outreach and engagement events and meetings.
- f. Client will widely promote all outreach events in a manner agreed upon with Consultant.
- g. Client will print, or have printed, all project-related marketing collateral, documents, and maps.
- h. Client will be responsible for providing event refreshments at Client's discretion.
- i. Client will attend scheduled project meetings with Consultant.
- j. Client will attend the Codeapalooza™ at specific times scheduled in advance.
- k. The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with 15 days notice of anticipated meetings and deadlines.

F. CLIENT REVIEW PERIOD PROCEDURES

F.1. Client Draft Review Procedures

Following the delivery of the Client Review Draft, the Client shall have a Client Draft Review Period with a duration of thirty (30) calendar days. During this Client Draft Review Period, Planning Department Staff will conduct a cursory review of the Client Review Draft document. On the final day of the Client Draft Review Period, if not sooner, the Designated Client Representative will provide a single set of consolidated specific requested revisions, if any, to the Consultant. The Client Review Draft will be provided in PDF format to Planning Staff, and any comments on the draft shall be provided to TPUDC using Adobe's Commenting tools. All requested revisions must be specific, directive, and consolidated, as only one set of revisions per review period will be accepted. Client Review Draft revisions shall be limited to scriveners' errors or oversights related to topics and items previously agreed upon and signed off on by the Planning Staff ("Minor Revisions"). If any other revisions are requested other than Minor Revisions, these will be considered an Additional Service. The Consultant shall make the requested refinements, if any, to be included in the subsequent version of the document.

F.2. Public Draft Review Procedures

Following the delivery of the Public Draft, a Public Review Period with a duration of thirty (30) days will commence during which elected and appointed officials, stakeholders, and the general public will provide comments to the Designated Client Representative.

Upon closing of the Public Review Period, Town Staff will have ten (10) days to organize and reconcile all feedback into one set of PDF comments. On the final day, if not sooner, the Designated Client Representative will provide the requested revisions, if any, to the Consultant for incorporation into the Final Draft of the Zoning Amendment. All requested revisions must be specific, directive, and consolidated, as only one set of revisions per review period will be accepted.

F.3. Additional Review Procedures

Additional edits requested outside the Review Periods, as well as revisions to the code diagram(s)/illustration(s), Perspective Drawing(s) and/or Illustrative Master Plan(s) requested after the Codeapalooza™, will be considered Additional Services. If any revisions requested by the Client within a Review Period are not incorporated by the Consultant, the revisions made by the Consultant will not be considered an Additional Service.

If no requests for revisions from the Client are received by the Consultant by the end of business on the final day of each Review Period, this will indicate that the Client has no revisions to request, and the Consultant is authorized to begin work on the next phase of work. If the Client requests additional review periods, the associated additional revisions will be considered Additional Services and the project deadline and fee will be adjusted accordingly. If requested by the Client, the Consultant may, at its discretion, agree to extend the Client Review Period. If an extension is allowed, the project timeline will be adjusted, and the time needed for the Consultant to refamiliarize itself with the project will be considered an Additional Service and will be billed accordingly.

G. USE OF THE DOCUMENTS

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

H. DELAY OR PREVENTION OF PROVISION OF SERVICES NOT THE FAULT OF THE CONSULTANT

Consultant shall not be responsible for such delay or failure to perform and will not be liable for the consequences of any of the following, if performance of the Services is delayed or prevented due to an unforeseen condition or event beyond Consultant's control, including but not limited to: a natural disaster, Federal or local pandemic protocols in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's consultants or in an area through which any member of the Consultant team may be traveling in order to provide Services; the injury or death of Consultant personnel or their consultants or a family member of either.

I. TERMINATION

- I.1.** If the Client fails to make payment when due for Services and/or reimbursable expenses as previously specified herein, the Consultant may, upon thirty days' written notice, terminate the Agreement. Unless payment in full is received by the Consultant within thirty days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- I.2.** The Client may terminate this Agreement for cause after giving the Consultant written notice and an opportunity to cure.

- I.3. In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received.
- I.4. In the event this Agreement is terminated by either party, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed or expenses incurred but not invoiced as of the date of termination.

J. PUBLICATION

- J.1. The Consultant shall have the right to include representations of the Project, or the work performed by Consultant, including photographs, among promotional and professional materials.
- J.2. The Client shall provide professional credit to the Consultant in all of Client's promotional materials for or depicting any work performed by Consultant in connection with the Project.
- J.3. If the Client publishes or causes to be published photographs or other representations related to the Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, www.tpudc.com".

K. ARBITRATION AND LITIGATION

In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to binding mediation by a mediator mutually selected by the parties, with each party sharing equally in the cost of mediation.

L. MISCELLANEOUS PROVISIONS

- L.1. The duties, responsibilities, and limitations of authority of the Consultant discussed in the Agreement shall not be restricted, modified, or extended without written Agreement of the Client and the Consultant.
- L.2. The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign the Agreement without the written consent of the other.
- L.3. The Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- L.4. Nothing contained in the Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- L.5. The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen days prior to execution. The Client shall not request, and Consultant shall not be required to provide certifications that would require knowledge or services beyond the scope of the Agreement.
- L.6. Title and paragraph headings are for reference and are not a part of the Agreement.
- L.7. In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.
- L.8. No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- L.9. Should any provision, paragraph, sentence, word, or phrase contained in the Agreement be determined to be invalid, illegal, or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary to conform with law, or else the

same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

L.10. The appendices attached hereto are made a part hereof as if fully set forth herein.

L.11. All notices and communications given pursuant to the Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier. Notification via email shall be deemed given when an electronic delivery receipt is received by the sender.

CLIENT:

Town of York, Maine
Attention: Dylan L. Smith
Planning Director
186 York Street
York, Maine 03909
dsmith@yorkmaine.org

CONSULTANT:

Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
1027 Westhaven Boulevard
Franklin, Tennessee 37064
mailto: brian@tpudc.com
with cc: to emily@tpudc.com and anna@tpudc.com

M. SIGNATURES

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return another to us for our files. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

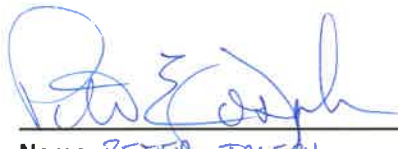
ACCEPTED AND AGREED:

CLIENT:

Town of York, Maine

CONSULTANT:

Town Planning & Urban Design Collaborative LLC



Name: PETER JOSEPH
Title: TOWN MANAGER
Date: 7/11/23



W. Brian Wright
Principal
Date: June 22, 2023

N. APPENDICES

APPENDIX A: SCOPE OF SERVICES & PROJECT TIMELINE

PHASE 1: PROJECT COORDINATION

Task 1.1 Project Initiation Meeting

The Consultant will kick-start the process with a goal-setting meeting with Client Staff to identify and confirm overarching goals for the Project. This meeting will cover a multitude of topics, such as:

- Clarification and creation of Client/Team interface and collaborative structure;
- Project organization;
- Staff coordination;
- Procedures for sharing information;
- Goals based on the Client's perspective;
- Goals based on the Team's experience;
- Discussion of Project Schedule;
- Discussion of local initiatives and special interest groups;
- Establishment of measures of success;
- Discussion of outreach objectives and strategy, particularly to ensure an equitable outreach process;
- Identification of stakeholders, including citizens, Staff, elected officials, property owners, neighborhood representatives, design and engineering professionals, developers, businesses, nonprofit organizations, and other interested parties.

Task 1.2 Project Management Plan

The Consultant will create a Project Management Plan that identifies the roles of all Project team members, Staff, and participants, laying out the refined Project Scope, schedule, and significant milestones in detail.

Task 1.3 Interdepartmental Meeting

The Consultant will conduct a virtual Interdepartmental Meeting with representatives of all Town agencies/departments relevant to the implementation and creation of the Green Enterprise Recreation Overlay District Zoning Amendments and Regulating Plan.

Task 1.4 Town Tour

The Consultant will conduct a reconnaissance tour of the Town, focusing on the Green Enterprise Recreational Overlay District, with Staff as our guide. This may be conducted as part of our trip for the Codeapalooza.

Task 1.5 Town Subcommittee

The Consultant will meet with the Town Subcommittee no less than four and up to eight times throughout the process to provide progress updates and confirm direction. These will be conducted virtually or in conjunction with another trip. If additional meetings are needed, they will be considered Additional Services.

Task 1.6 Elected Official / Policy-Maker Interviews

The Consultant will conduct individual virtual interviews with members of the Selectboard and Planning Board. The Client will arrange all meeting dates and times in coordination with the Consultant.

Through these interviews, TPUDC will begin to identify any potential barriers and issues that need to be addressed during the code-writing process and help TPUDC prepare for public engagement.

Task 1.7 Public Kick-off Event

TPUDC will facilitate a public presentation and discussion that will serve as the initial introduction of the Project to the community. It will be used to provide a brief overview of the coding process, generate and share ideas, build

excitement, and give the community an understanding of the Project. TPUDC will work with Town Staff to identify an appropriate location for this and all subsequent outreach events. This event can be conducted in person or online.

Task 1.8 Ongoing Project Management

The Consultant will work closely with Town Staff to ensure on-time and on-budget delivery of all work products. The TPUDC Project Manager will be responsible for regular check-ins, file management, invoicing, and other Project-related responsibilities.

PHASE 2: PREPARATION & ANALYSIS

Task 2.1 Review Existing Documents

The Consultant will review current and completed planning documents and studies to ensure that the Team's work builds upon existing knowledge and work. This phase will include a detailed review of, but not limited to the current:

- Zoning Ordinance
- Comprehensive Plan
- Other relevant plans and documents identified by Staff

Task 2.2 Base Mapping

TPUDC will prepare base maps for use during community engagement sessions and as the base for any design work. TPUDC will work closely with the Town to obtain available GIS base layers including environmental constraints (floodplains, wetlands, hazardous material sites, community impacts, special flood hazard areas, and historic properties), as well as parcel lines, protected resources, existing buildings, roads, trails, and other pertinent data layers required.

Task 2.3 Ongoing Project Management

Project management will continue throughout Phase 2.

PHASE 3: PUBLIC DESIGN PROCESS

Task 3.1 Public Design Charrette/Codeapalooza™

TPUDC will conduct a 3-day Codeapalooza™ workshop for the Project. The schedule will include multiple presentations, topical round-table discussions, public input sessions, and client meetings. There will be multiple opportunities and methods for the public to provide ideas and feedback and to comment on the revisions to the ordinance and future planning concepts for the Town. All meetings will be open to the public for those interested in the future of the GEROD.

Sub-Task 3.1.A Public Presentation & Hands-on Citizen Workshop

On the first evening, the team will deliver an introductory presentation on the principles of planning and zoning as they relate to the Green Enterprise Recreational Overlay District, share the vision and recommendations of the Comprehensive Plan, and the process moving forward. A Q&A session will take place, allowing participants to ask questions and share initial thoughts about the project. Immediately following the presentation, the Team will facilitate a hands-on workshop where the public will be invited to contribute their ideas, working over base maps to identify any concerns or ideas they may have relating to the Green Enterprise Recreational Overlay District. The Client will be responsible for securing the event location and assisting with table facilitation during the workshop.

Sub-Task 3.1.B Topical Meetings

During the first days of the Codeapalooza™, formal and informal meetings will be held with various agencies, stakeholder groups, and the general public in attendance. Meetings will cover topics such as housing; multi-modal transportation and connectivity; environmental stewardship and resiliency; sustainability, including

sustainable building design; culture and sense of place; parks and recreation; and any other critical topics determined in collaboration with the Town. The input gathered from these meetings will build on the inventory and assessment of issues and opportunities in the GEROD and help inform the generation of the code.

Sub-Task 3.1.C Open Studio

Over the course of the Codeapalooza™, the Consultant and participating Town Staff will work from a space centrally located within the Town, such as a first-floor vacant storefront or municipal building. This space will function as our office, meeting room, gallery, and studio. The public will be able to drop in on their lunch hour, after work, or anytime during the day, to ensure that everyone has an opportunity to participate in the process. TPUDC team members will be available to engage with the community, answer questions, and accept feedback and ideas, and in turn make “real time” changes to our work products based on public input. The Client will be responsible for securing the studio space and all associated expenses, as well as providing materials and office supplies/furniture such as tables, chairs, printers, and such. The Client is also expected to be present for the larger part of the Codeapalooza™, helping field questions from the public and participating in meetings and events.

Sub-Task 3.1.D Planning and Illustrating

To help clarify the implications of the regulations for the public, we will create a plan and 3 renderings of the area showing what could develop under the Zoning Amendment.

Sub-Task 3.1.E Work-In-Progress Closing Presentation

On the final evening of Codeapalooza™, TPUDC will give a presentation that describes the process to date, explains the vision and proposed regulations, and presents other findings and products developed during the Codeapalooza™. This is another opportunity for the public to provide feedback and shape the direction of the vision.

Task 3.2 Client Meeting

Following the Codeapalooza™ TPUDC will meet with Town Planning Staff to debrief on the Codeapalooza™, receive additional feedback on the vision and proposed regulations, and confirm the proposed organizational structure of the Zoning Amendment. TPUDC will work with the Client to reconfirm the schedule for the last phases of work and to strategize on any issues that may arise during the Codeapalooza™.

Task 3.3 Ongoing Project Management

Project management will continue throughout Phase 3.

PHASE 4: DRAFTING THE ZONING AMENDMENT

Task 4.1 Client Review Draft

The Consultant will begin to prepare the Client Review Draft of the Zoning Amendment in conjunction with the planning work at the Codeapalooza™. In this way, the Zoning Amendment will be informed by the planning and visioning work as it progresses, as well as input received from the community participation, discussions with Town Staff and elected officials, and review of existing studies. The Zoning Amendment will be written to align with the recommendations in the Comprehensive Plan.

Working in collaboration with Town Staff and the Town Attorney, TPUDC will seek to ensure that the Zoning Amendment complies with all local and state laws. TPUDC will work with Town Planning Staff to determine the format of the Zoning Amendment and what elements should be included. The Zoning Amendment will be written as a plug-in to the existing Zoning Ordinance.

The Consultant will calibrate standards for the initial areas that will be covered by the Zoning Amendment, reflecting the unique character of the GEROD. The regulations will include the requirements and metrics necessary to guide development in the GEROD so that it is in keeping with the Town’s vision. The Zoning Amendment will be graphically based and will include diagrams and illustrations for its concepts and standards. While the specific

content of the Zoning Amendment document will be finalized during the Project, it will likely include portions of the following:

- Overview / General Provisions (including plug-in language);
- Illustrations (bird's eye views, street-level renderings, and/or "before and after" illustrations) to enhance usability;
- Building and Lot Standards, including Building Form and Height standards, Setbacks, and Building Types;
- Context-sensitive Private and Public Frontage Types;
- Regulating Plan;
- Use Regulations;
- Civic Space standards;
- Public Realm and Streetscape Standards;
- Sustainability standards;
- Design standards;
- Definitions

Task 4.2 Presentation of Client Review Draft

After delivery of the Client Review Draft, the Team will present it to Town Staff.

***CLIENT REVIEW PERIOD**

Staff and the Town Attorney will review the Client Review Draft over a 30-day review period. At the end of that review period, Staff will provide a single set of consolidated revisions to the Consultant. The Client Review Draft will be provided in PDF format, and any comments on the draft should be provided through Adobe's commenting tools, which the Consultant can demonstrate if necessary.

Task 4.3 Client Meeting

Prior to the client submitting comments on the client draft, the Consultant will host a virtual meeting to answer any questions that have come up during the review. This meeting will happen approximately 10 days prior to comments being due.

Task 4.4 Ongoing Project Management

Project management will continue throughout Phase 4.

PHASE 5: REFINING THE ZONING AMENDMENT

Task 5.1 Update Meeting with Town Subcommittee & Planning Board

The Consultant will meet with the Town Subcommittee and Planning Board to discuss direction and progress. This meeting will be conducted via Zoom.

Task 5.2 Public Draft

The Consultant will review the comments provided by Staff at the end of the Client Draft Review Period and incorporate Staff's requested revisions into the Public Draft.

Task 5.3 Presentation of Public Draft

The Consultant will present the Public Draft to the Planning Board, Town Subcommittee, stakeholders, Town Staff, and the public. During this meeting, we will give an orientation to the Zoning Amendment and provide opportunities for questions and comments from the public. This presentation will be conducted in-person.

***PUBLIC REVIEW PERIOD**

Town Staff will receive comments on the Public Draft over a 30-day review period. At the end of the Public Review Period, Staff will provide the Consultant with a single consolidated set of specific revisions based on the comments received.

Task 5.4 Ongoing Project Management

Project management will continue throughout Phase 5.

PHASE 6: FINAL ZONING AMENDMENT

Task 6.1 Final Draft

The Consultant will review the comments provided by Staff at the end of the Public Review Period and make the requested revisions to the Public Draft, creating the Final Draft, which will be ready for the adoption process.

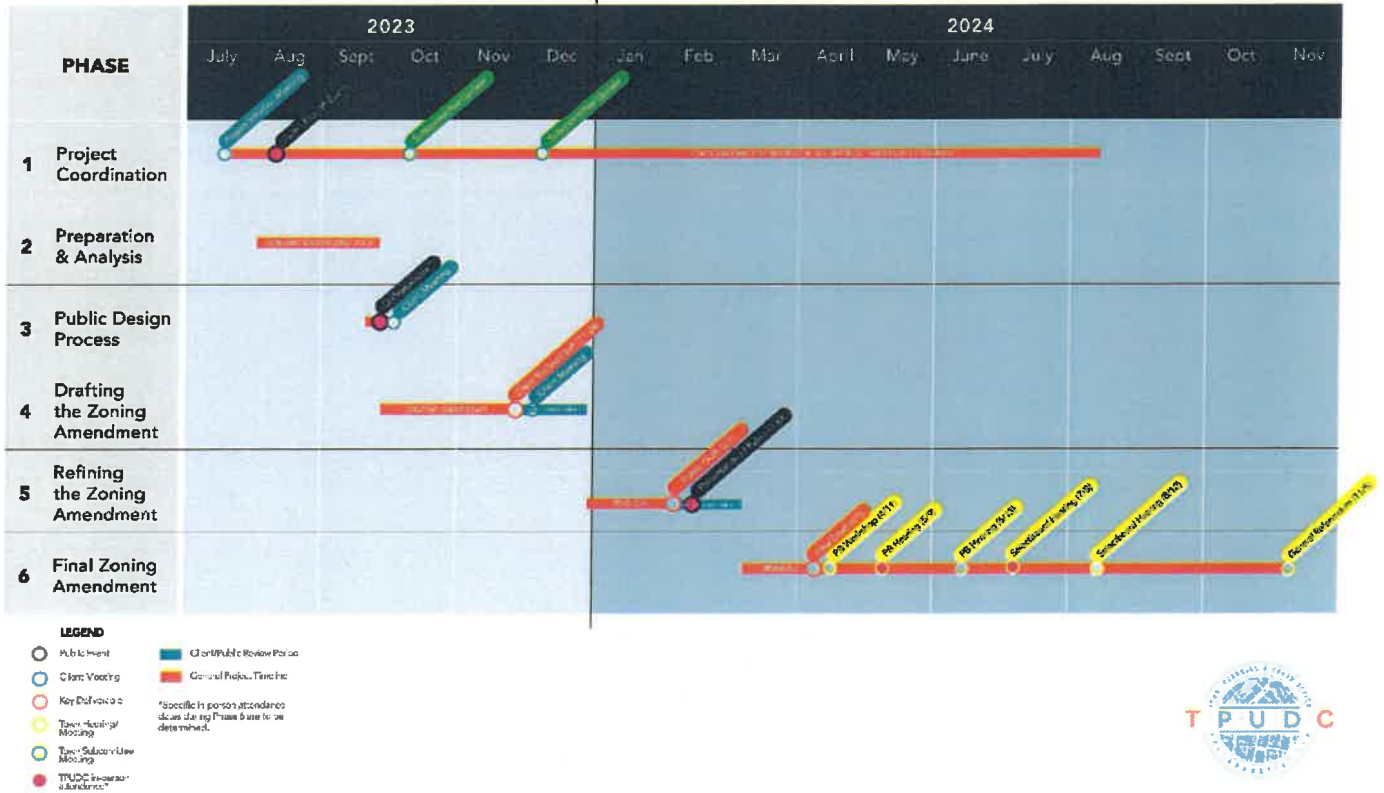
Task 6.2 Technical Assistance & Presentations

A TPUDC representative will attend two in-person hearings. If additional time is needed it will be considered an Additional Service.

Task 6.3 Ongoing Project Management

Project Management will continue throughout Phase 6.

YORK, ME GEROD PROJECT TIMELINE



APPENDIX B: RATE SCHEDULE

Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$300
Director of Coding	\$300
Project Director	\$225
Project Manager	\$175
Planner	\$150
Graphic Designer	\$100
Administrative	\$70
Illustrator	\$180

Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.

APPENDIX C: BACKGROUND INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information requested by the Consultant, at least four weeks prior to the Codeapalooza™. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. Mapping information will be provided as native GIS files. The Consultant will create a Client Dropbox folder as a repository for all background information.

1. Mapping and GIS Information, including, but not limited to the following elements:

- a. Georeferenced aerial photography
- b. Municipal boundary;
- c. Zoning;
- d. Current and future land uses;
- e. Existing thoroughfares (edge of pavement and right-of-way);
- f. Parking;
- g. Driveways;
- h. Existing sidewalks, walkways, and paths;
- i. Existing water bodies, shorelines, and streams;
- j. Existing property lines;
- k. Building footprints;
- l. Historic building footprints;
- m. Civic building footprints;
- n. Building heights;
- o. Lot coverage percentage;
- p. Building age;
- q. Historic or other district boundaries;
- r. Topography;
- s. Existing drainage information;
- t. Existing utility information;
- u. Tree Masses;
- v. Parks and open spaces;
- w. Existing physical or environmental constraints;
- x. Any other significant features both above and below the ground and water.

Mapping information should be provided in GIS format, with elements symbolized using color and line weight protocols to be provided by the Consultant. The Consultant should also be provided with contact information and access to the Town's GIS supervisor or consultant. We understand that the Client may not have some data sets on this list. If this is the case, the Client and Consultant will work together to determine if the missing data is available from other sources or if the Client can create it.

2. **List of Variances**, from the past 5 to 10 years in a Microsoft Excel spreadsheet, organized by topic, as related to the study area.

3. **List of known Issues with existing ordinance**, as related to the study area.

4. **Published Comments**, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the study area or Project.

5. **Relevant Site Studies**, including but not limited to:

- a. Previous zoning, land use, or development related studies;
- b. Soils maps/reports;
- c. Topographic analysis;
- d. Environmental studies or mitigation plans;
- e. Traffic studies;
- f. Infrastructure studies;
- g. Market feasibility studies.
- h. Any other relevant site studies.

6. Current & Long-Range Planning Documents including but not limited to:

- a. Comprehensive Plans;
- b. Future Land Use Plans;
- c. Zoning Maps;
- d. Any other relevant planning documents

7. Other appropriate documentation related to the Project, may including but are not limited to:

- a. Historical timeline of growth and development;
- b. Business composition, including major employers and emerging markets;
- c. Economic development initiatives currently in place;
- d. Summary of local regulations and policies that affect housing;
- e. Composition of current housing stock;
- f. Listing of local housing organization;
- g. Schedule for planned investment in road improvements;
- h. Current status of Town perspective on passenger rail discussion;
- i. Inventory, and description, of current public/civic spaces;
- j. Listing of all open space and trail management organizations;
- k. Map of existing and proposed trail system;
- l. Description of threats to water quality and quantity and existing water protection and preservation measures;
- m. Inventory of critical natural resources and scenic areas;
- n. Inventory of historic and archaeological resources;
- o. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
- p. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
- q. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
- r. Schedule of planning investment in facilities and service improvements;
- s. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the Town's current borrowing capacity, and opportunities for sharing with neighboring communities;
- t. List of pending development applications or other anticipated projects.

APPENDIX D: FEE SCHEDULE

	Phase Total
PHASE 1: PROJECT COORDINATION	\$13,745
<ul style="list-style-type: none"> 1.1 Project Initiation Meeting 1.2 Project Management Plan 1.3 Interdepartmental Meeting 1.4 Town Tour 1.5 Town Subcommittee 1.6 Elected Official / Policy-Maker Interviews 1.7 Public Kick-Off Event 1.8 Ongoing Project Management 	
PHASE 2: PREPARATION & ANALYSIS	\$9,745
<ul style="list-style-type: none"> 2.1 Review Existing Documents 2.2 Base Mapping 2.3 Ongoing Project Management 	
PHASE 3: PUBLIC DESIGN PROCESS	\$46,750
<ul style="list-style-type: none"> 3.1 Public Design Charrette/Codeapalooza (Including Sub-Task 3.1.A - Task 3.1.E) 3.2 Client Meeting 3.3 Ongoing Project Management 	
PHASE 4: DRAFTING REGULATIONS	\$35,150
<ul style="list-style-type: none"> 4.1 Client Review Draft and Regulating Plan 4.2 Presentation of Client Review Draft 4.3 Client Meeting 4.4 Ongoing Project Management 	
PHASE 5: REFINING REGULATIONS	\$13,125
<ul style="list-style-type: none"> 5.1 Update to Subcommittee and Planning Board 5.2 Public Draft 5.3 Presentation Of Public Draft 5.4 Ongoing Project Management 	
PHASE 6: FINAL DRAFT REGULATIONS	\$6,485
<ul style="list-style-type: none"> 6.1 Final Draft 6.2 Technical Assistance & Presentations 6.3 Ongoing Project Management 	
TOTAL	\$125,000

