



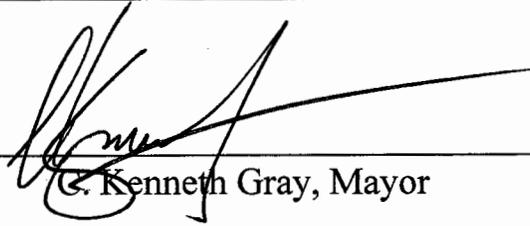
CITY OF AMESBURY
IN THE YEAR TWO THOUSAND SIXTEEN

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16 FEB 29 PM 3:50

AMESBURY CITY CLERK

SPONSORED BY:


G. Kenneth Gray, Mayor

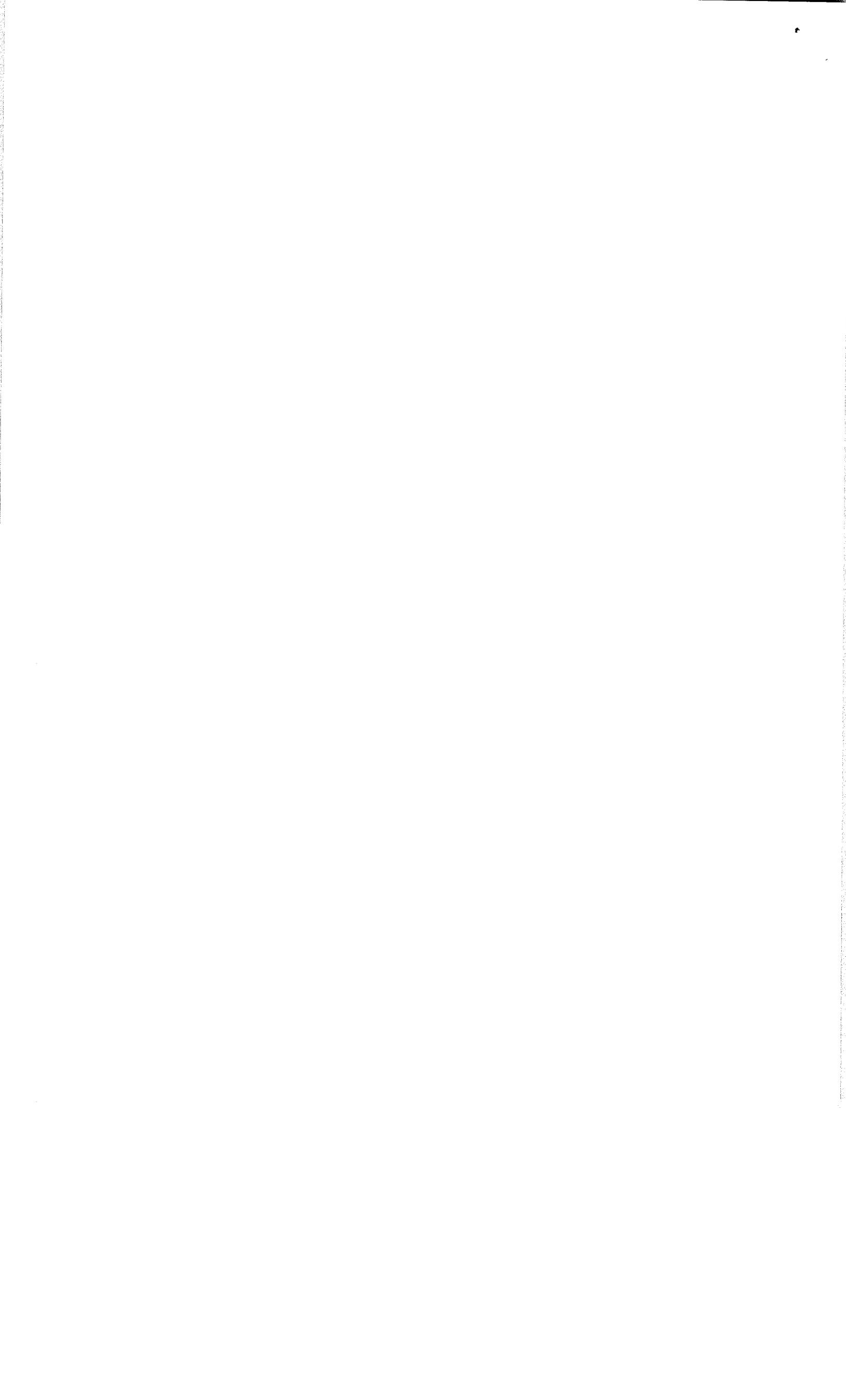
BILL No. 2016-030

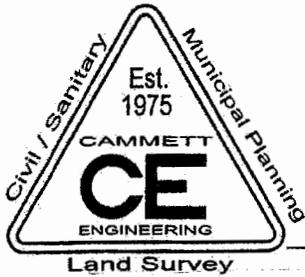
An Order to appropriate the sum of \$30,000 from the Smart Growth Stabilization Fund (7301) for engineering and survey services related to the City-owned property at 116 Whitehall Road.

Summary: Fund #7301, "Smart Growth Stabilization Fund," was established pursuant to City Council Order 2007-075 upon award of a \$350,000 grant provided in accordance with M.G.L. C. 40R. In December of 2015, the City Council authorized an appropriation of \$250,000 from this fund for various public improvements. This order seeks a \$30,000 appropriation from the same fund for the purpose of procuring engineering and survey services in preparation for eventual disposition and development of the City-owned property at 116 Whitehall Road.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City Council hereby appropriates the sum of thirty-thousand dollars (\$30,000) from fund #7301 for the purpose of procuring engineering and survey services related to the City-owned property at 116 Whitehall Road, and, further, that the City Council hereby authorizes the Mayor to expend said appropriation at his discretion as deemed necessary to procure said services.





Woodbury C. Cammett, PE MA, NH
Alan D. Roscoe, PE, BCEE
Robert E. Smith, PLS MA, NH
Denis Hamel, CPESC
Jim Babbitt, SIT
Emily Fredette, EIT

Consulting Engineers and Land Surveyors

October 12, 2015

Mayor Ken Gray
City Hall
62 Friend Street
Amesbury, Ma. 01913

RE: Engineering and Survey Services at 116 Whitehall Road, Amesbury, MA.
CE # 15065 – Final Development

Dear Mayor Gray,

In response to our meeting, and after further discussions with William Scott, ECD Director, I am pleased to present this recommended Scope and final budget for your consideration.

SCOPE OF SERVICES

• **EXISTING CONDITIONS AND PERIMETER SURVEY VERIFICATION AND RECOVERY**

Element 1.0 – BOUNDARY SURVEY- LS – TIE INTO PLAN OF RECORD)

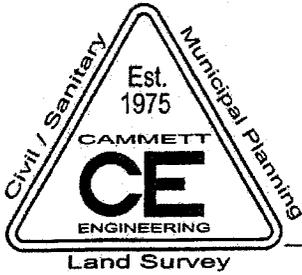
- 1.1 Conduct a deed and plan search at the Assessor's office and the Registry of Deeds of the locus parcel and abutting parcels.
- 1.2 Perform a partial on-site perimeter survey of the site locating physical monumentation, and tying into the record plan monumentation.
- 1.3 Calculate field notes and prepare a worksheet of the lot survey defining the boundary lines.

Element 2.0 - TOPOGRAPHIC SURVEY - TS

- 2.1 Conduct a topographic survey of the parcel locating physical features such as tree lines, utilities, edge of pavement, and any other outstanding site features at a contour interval of one (1) feet. Elevations shall be based upon NAVD 1988 datum; including detail survey of Whitehall Road on either side of proposed driveway entrances.

W.C. Cammett Engineering, Inc.
297 Elm Street ▲ Amesbury, Massachusetts 01913
Telephone: (978) 388-2157 ▲ Fax: (978) 388-0428
www.cammett.com





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Consulting Engineers and Land Surveyors

- 2.2 Reduce and plot the field notes and prepare a base existing conditions topographic plan at a scale of 1" = 40'.
- 2.3 A wetland scientist shall identify wetland boundaries on site; a survey field crew shall locate all wetland flags.

Element 3.0 CONCEPTUAL DEVELOPMENT MASTER PLANS - CN

The following conceptual development plans shall be prepared by staff engineers:

- 3.1 Conventional Conceptual subdivision plan maximizing development potential.
- 3.2 Open Space Residential Design conceptual subdivision plan protecting scenic vistas and site development potential of the land.
- 3.3 Form A concept plan using existing road frontage only.
- 3.4 Staff engineers shall prepare a written discussion of the Development.

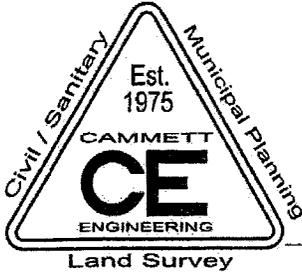
Element 4.0 MEETINGS – ME

- 4.1 Staff shall attend project/team and other meetings as requested by the client. Meeting preparation time and meeting time are charged at hourly rates of personnel attending meetings. Staff personnel hourly rates are as follows:

<i>Principal – in – Charge</i>	
<i>Woodbury C. Cammett, P.E.</i>	<i>\$175/hr</i>
<i>Project Manager</i>	
<i>Denis Hamel</i>	<i>\$125/hr</i>

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TERMS AND CONDITIONS

A. INVOICING AND PAYMENT

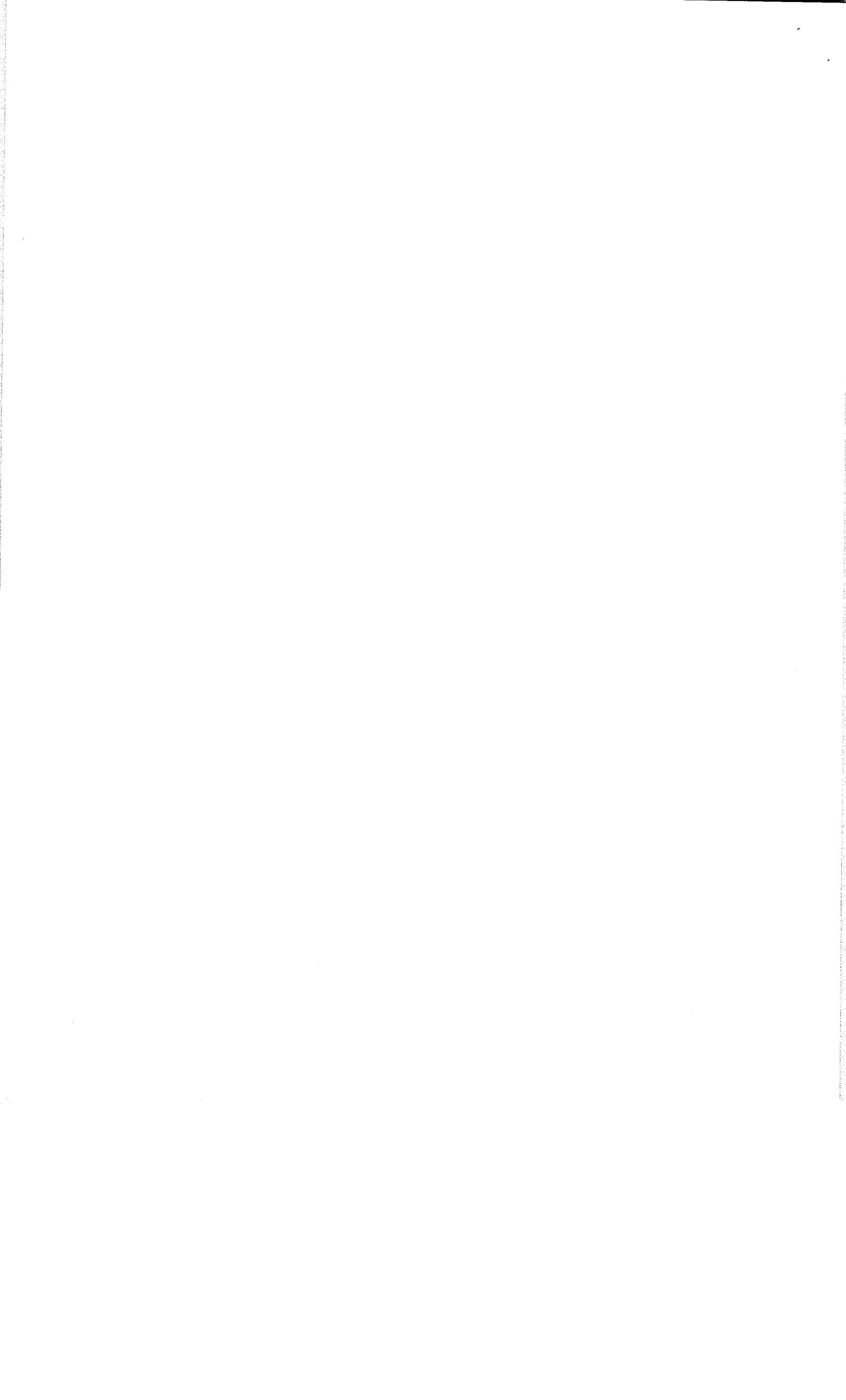
1. The following represents the definitive payment schedule for services rendered:
 - a. Billing of percent complete will be prosecuted on a biweekly schedule. Outstanding invoices are due and payable within 30 days of the date of the invoice.
2. All reimbursables and/or any other direct costs are included in the fee schedule as shown.

B. ADDITIONAL SERVICES

Services which are not included in our Scope of Services will be provided by W. C. Cammett Engineering upon receipt of your written authorization to proceed for mutually acceptable compensation. Services excluded from this agreement include (but are not necessarily limited to) the following:

1. Final Design and Permitting - Upon favorable discussions/decisions on the Conceptual Development Master Plan for the proposed Site, the following scope of services to complete engineering site plans and permitting of the Site will be required. (Alternate to be chosen by the Mayor)
2. Environmental assessment or community impact analysis, noise studies, traffic study, etc.
3. Preparation of legal descriptions of the subject premises.
4. Preparation of Title Insurance Reports, Environmental Opinions, Zoning Opinions or As-Built Surveys.
5. Owner to pay all fees for permit application submittals and Town peer review fees.

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297 Elm Street ▲ Amesbury, Massachusetts 01913
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C. SUSPENSION OF SERVICES

If the client fails to make payment when due W.C. Cammett Engineering for services and expenses, Cammett Engineering may, upon seven days as written notice to the client suspend performance of services under this agreement. Unless payment is received within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cammett Engineering shall have no liability to the client for delay or damage caused the client because of suspension of services. Notwithstanding the foregoing, in the event that the client fails to cure any default under this agreement, Cammett Engineering may terminate this agreement upon the giving of fourteen days' notice after the occurrence of any such event or default. The client will continue to be liable for all amounts due for services provided.

D. ASSIGNMENT

The agreement to which these terms and conditions relate and the rights and obligations hereunder may not be assigned or otherwise transferred by the client without Cammett Engineering's prior written consent.

E. INDEPENDENT CONTRACTOR

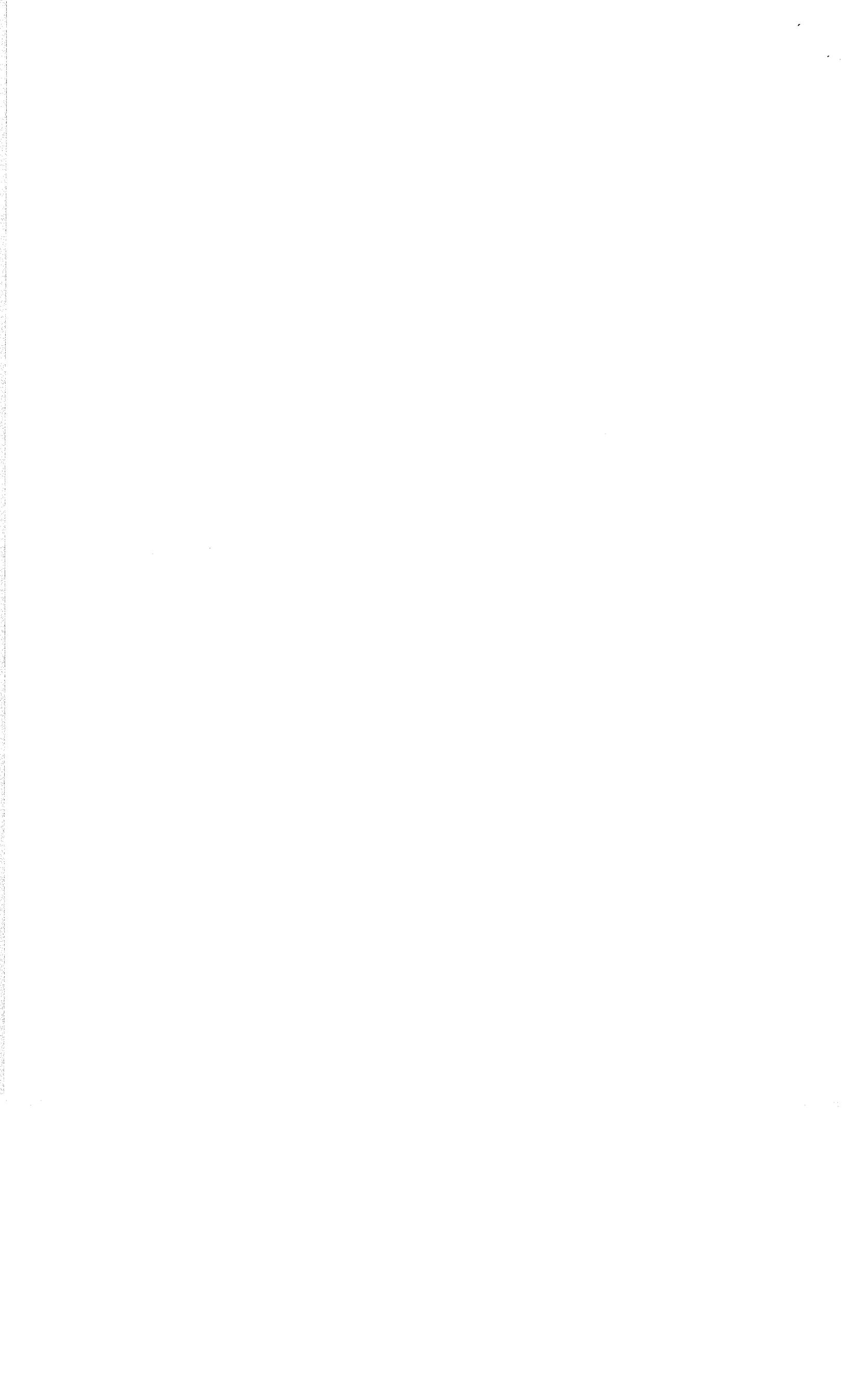
W.C. Cammett Engineering shall be acting solely as an independent contractor of the client and not as the client's agent for any purpose. Nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between Cammett Engineering and the client.

F. CERTIFICATES AND/OR ASSIGNMENTS

The proposed language of certificates, certifications and/or assignments requested of Cammett Engineering and/or Cammett Engineering's consultants shall be submitted to Cammett Engineering for review and approval at least fourteen days prior to execution. The client shall not request certification that would require knowledge or services beyond the scope of this Agreement or beyond the qualifications and/or expertise of Cammett Engineering

G. DOCUMENTS

Cammett Engineering covenants with the client, at the client's written request, that it shall, upon completion of this Agreement or upon effective termination of the



Agreement, turn over, surrender or deliver to the client originals or reproducible copies of all documents, plans, bids, estimates, contracts, leases, deeds, memoranda, correspondence, pleadings, answers, opinions, or any other furnished work product completed within Cammett Engineerings' scope of services. It is understood that upon delivery to the client, all such instruments become the property of the client for its use on this project only, as described herein. The client agrees to hold harmless and indemnify Cammett Engineering against all damages, claims and losses, including defense costs, arising out of any re-use of the plans and specifications without Cammett Engineerings' written authorization.

H. ENTIRE AGREEMENT

1. The clients' engagement of Cammett Engineering to perform services hereunder shall represent the clients' acceptance of the terms and conditions contained herein, which constitute the entire understanding between Cammett Engineering and the client and supersede any previous communications, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the clients' additional or different terms and conditions that may be contained in any purchase order, or other document forwarded by the client to Cammett Engineering. Unless otherwise agreed to in writing, the clients' engagement of Cammett Engineering is limited to these terms and conditions.
2. No change of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. If any of the provisions hereof are invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but these terms and conditions shall remain otherwise in effect.

I. ESTIMATED COST

Cammett Engineerings' estimated cost and proposed schedule are based on Cammett Engineerings' best judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced by changes in the scope of services and schedule as dictated by client needs and by presently unforeseen circumstances. Cammett Engineering will notify the client in advance if the schedule or cost is expected to exceed the estimate. In such event, the client may wish to (i) authorize additional funds to complete the services as originally defined, (ii) redefine the scope of services in order to fit the remaining funds, or (iii) request that services be stopped at a specific expenditure level.



J. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and Cammett Engineering, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Cammett Engineering and his or their sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any causes or causes, so that the total aggregate liability of Cammett Engineering and their sub consultants to all those named shall not exceed the available amount of Cammett Engineering's professional policy in force. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

K. APPLICABLE LAW

The agreement to which these terms and conditions relate shall be deemed to be executed and delivered within the Commonwealth of Massachusetts, and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

If this is agreeable to you please sign under "Acceptance of Proposal" and return the **original** and the **retainer** to this office. Proposals are valid for Thirty (30) Days. If you have any questions, please feel free to contact me at any time.

Sincerely,
W. C. Cammett Engineering, Inc.

Woodbury C. Cammett, P.E.
President

"Acceptance of Proposal" The above proposal is agreeable and is hereby accepted. You are authorized to begin the work as specified. Payment will be made as outlined.

Date of Acceptance _____

Signature _____
Authorized Contract Officer

Telephone #: _____

Print Name

Cell Phone #: _____

Email Address: _____

SUMMARY OF PROFESSIONAL FEE BUDGET

	Amount
Existing Conditions and Perimeter Survey Plans	
1.0 Boundary Survey – Tie into Plan of Record	
1.1 Research	\$ 750
1.2 Field Perimeter Survey	\$2,250
1.3 Office Survey and Perimeter Plan Work Sheet	\$1,750
2.0 Existing Conditions Topographic Survey Plan	
2.1 Field Topographic Survey	\$4,200
2.2 Office Existing Conditions Plan	\$5,200
2.3 Field Identify Limit of Wetlands and locate in the field; prepare field report	\$2,000
3.0 Conceptual Development Master Plans - MP	
3.1 Prepare a Conceptual Subdivision Conventional Plan maximizing number of lots.	\$2,500
3.2 Prepare an Conceptual Plan Open Space Development Plan, with public walkway from Whitehall Road to City of Amesbury property – using public roadway (Whitehall Road) frontage only.	\$2,500
3.3 Prepare a Conceptual Form A Plan of lots using Whitehall Road Frontage only.	\$2,000
3.4 Written Report of each Master Plan	\$3,250
4.0 Meetings - ME	
4.1 Meetings as required by City – estimated @ three (3)	\$1,500
TOTAL	\$27,900



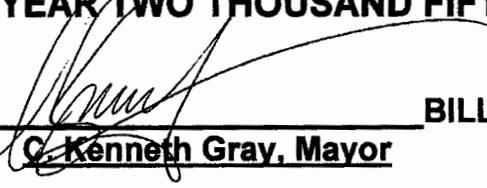


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AMESBURY CITY CLERK

**CITY OF AMESBURY
IN THE YEAR TWO THOUSAND FIFTEEN**

SPONSORED BY: 

BILL No. 2015-078

C. Kenneth Gray, Mayor

An Order to request that the City Council vote to appropriate two hundred fifty thousand dollars (\$250,000.00) from the 40R stabilization funds for public improvements and planning.

Summary: To provide for public improvements and planning pursuant to the guidelines set forth in Order 2007-075 as voted on by the City Council on September 25, 2007, and as further detailed in the letter from the Community Development Director dated October 29, 2015 to Mayor Ken Gray, which is attached hereto and incorporated herein by reference.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:

That two hundred and fifty thousand dollars (\$250,000.00) is appropriated from the 40R stabilization fund for improvements and planning as outlined herein, and as further described in the attached documents as referenced herein, and the Mayor is authorized to take any other action necessary to carry out this project.





Amesbury

Mayor C. Kenneth Gray

Mayor's Office
City Hall, 62 Friend Street
Amesbury, MA 01913-2884

(978) 388-8121
Fax: (978) 388-6727

October 30, 2015

Joseph McMillieon
City Council President
City Hall
62 Friend Street
Amesbury Mass. 0913

Dear Joe;

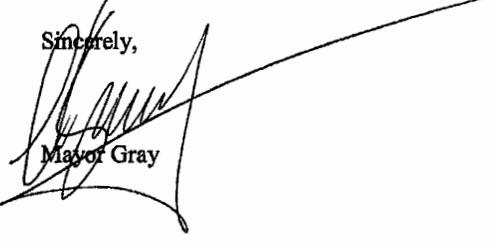
The Amesbury Heights 40 R project is nearing final approvals. Therefore we are confident in our ability to secure the \$350,000 in 40R funding that we are currently holding. The Council Order executed in 2007 outlines the intended purpose for the funds as voted by the City Council. With respect to that vote I have requested William Scott, the Director of Community and Economic Development to outline possible uses of the funds.

The attached letter from Mr. Scott indicates the suggested allocation with the applicable background for consideration by the City Council. Each of these projects are current priorities that can be advanced with this funding. I requested that we leave \$100,000 unallocated for a later date.

Funding these items will address issues of today, create savings for tomorrow, and provide guidance for economic development, transportation, and housing.

Thank you for your consideration.

Sincerely,



Mayor Gray





Amesbury

William Scott
Director Office of Community Development
City Hall, 62 Friend Street
Amesbury, MA 01913-2884

(978) 388-8110 - 313
scottw@amesburyma.gov

October 29, 2015

Mayor Ken Gray
City Hall
City of Amesbury
62 Friend Street
Amesbury Massachusetts 01913

Dear Mayor Gray,

As the City nears the implementation of the 40R project for Amesbury Heights the use of the initial 40R funds in the amount of \$350,000 should be determined. The attached prior Order (2007-075) from the City Council outlines the use of the funds as expressed by the City at the time. We have developed a program based on current and future needs within the context of the prior Council Order. Therefore this order is a request to allocate the funds to certain purposes within the context of the prior order.

The key language in the prior order outlines the targeted uses for the fund as follows:

Monies from the Fund may be appropriated by the Municipal Council, with the Mayor's approval, as provided by M.G.L. c. 40, §5B, to cover the impacts, unforeseen costs and expenses to Town administration, education, public safety, public works, comprehensive planning [including but not limited to: grant writing, matching funds for making applications for such grants, master planning, updating Subdivision Rules & Regulations, other regulatory policies, open space preservation and professional consultation], and transportation [including but not limited to road and sidewalk repair] which are directly related to projects developed or proposed under M.G.L. Chapters 40B, 40R, 40S and 43D.

I have provided an outline for the proposed use of the funds within the context of the above categories as outlined by the spreadsheet included in this memorandum. The "Applicability" section below each item refines the description to show the integration of the item with the prior Council Order language above.



40R Funds Allocation Plan

Housing	\$	40,000.00	Housing Production Plan
Public Works/Safety	\$	10,000.00	Parking Garage lighting Improvements
Public Safety Lighting	\$	10,000.00	Lighting for Public Safety Buildings
Public Works Parks	\$	35,000.00	Parks and Public Spaces
Transportation	\$	15,000.00	Ridership Study for Park and Ride and train connection
Downtown Increment Financing Plan	\$	25,000.00	Funding to support grants and Econ Development
Middle School EMS Design support	\$	20,000.00	Funding to offset specification cost and increase construction budget
Open Space Plan Completion	\$	10,000.00	Administrative responses to State
Matching Funds 27 Water RTN	\$	30,000.00	Costs for DPW Barn Cleanup analysis
Matching Funds EPA Coordination	\$	55,000.00	Costs associated with EPA and other unallocated
	\$	250,000.00	

1. **Housing \$40,000:** The City requires an update of its Housing Production plan to sustain a manageable approach to affordable housing. The creation and continued updating of the plan allows the City to manage affordability projects by guiding the regulatory Boards toward comprehensive housing approaches. Further the analysis will establish Housing Trust Guidelines and projects toward creating an entity responsible to oversee Housing planning and implementation.
 - **Applicability:** Housing analysis and establishment of Housing Trust.

2. **Public Works/Safety \$10,000:** The funds will be used for energy improvements to the parking garage lighting. The Energy Manager has coordinated incentive programs through NGRID which can leverage additional improvements for lighting. The primary approach at this time is LED lighting in the parking garage which would increase public safety in the garage and reduce costs for lighting. The savings would then aid the department to their bottom line in future budget cycles.
 - **Applicability:** Energy savings improvements will reduce fixed costs and provide the department(s) with additional budgetary flexibility.

3. **Public Safety: \$10,000:** The funds will be used for energy improvements to the Fire Station. The Energy Manager has coordinated incentive programs through NGRID which can leverage additional improvements for lighting. The primary approach at this time is LED lighting in the Fire Station which would reduce costs for lighting. The savings would then aid the department to their bottom line in future budget cycles by saving an estimated \$16,000 per year.
 - **Applicability:** Energy savings improvements will reduce fixed costs and provide the department(s) with additional budgetary flexibility.

4. **Public Works Parks \$35,000:** These funds would be used for a capital assessment of parks, playgrounds, and downtown public open space, to determine the improvements needs for replacement and priority areas for expansion. The analysis would be conducted in a manner to meet the requirements of analysis for grant applications.
 - **Applicability:** The information would be used to set the priorities for park improvements and grant applications by articulating the needs and costs.

5. **Transportation \$15,000:** This would involve a ridership analysis to determine the possibility of a shuttle system to connect the Transportation Center and key nodes within the community to the Park and Ride and train station in Newburyport. Typically these studies assess the origin of the traveler and the destination to determine the possibility of ridership.
 - **Applicability:** Access to employment is crucial to low and moderate income households. The ability to create a node for travelers seeking those connections will bring new visitors to downtown Amesbury.

6. **District Increment Financing Plan \$25,000:** An analysis of the downtown growth potential to assess the possibility of using District Increment Financing toward establishing a pool, of funds for planning and capital programs related to economic expansion. The DIF program makes use of the new growth increment and allocates some of that growth to establish a fund for planning and improvements. The



funding for this item would be used to determine the downtown growth potential generally and create the basis for a DIF District for consideration by the City Council.

- Applicability: This project will determine the ability to generate matching funds and analysis for grants through the DIF.
7. Middle School EMS Design Support \$20,000: This funding will augment the current grant program by providing the engineering support for the project. This is a complex program and requires more technical support than the contractor will be able to provide.
 - Applicability: This funding will facilitate more work by allocating funds targeted for specifications to the construction effort and therefore serve as matching funds for benefit of the educational system.
 8. Open Space Plan Completion \$10,000: The City has been working through the process of completing the Open Space Plan which was listed as incomplete in 2012 by the State. Much of the work is administrative in response to State comments.
 - Applicability: This supports Open Space and matching funds for grants. The State will not reimburse the City for future grants funded projects unless the plan is complete. The list of issues is from a 2012 review letter by the State.
 9. Matching Funds 27 Water RTN \$30,000: The address 27 Water represents the former location of the DPW Barn. When the grant for the MassWorks funds was executed in the Fall of 2013 it did not include any funding for remediation analysis for 27 Water Street to allow the construction of the roadway. Therefore we were required to expend funds to move forward. These funds are not reimbursable as the issue is caused by the City from the former DPW Barn.
 - Applicability: The funding is used to create public spaces by facilitating the Lower Millyard projects through the provision of matching funds for the \$1.6 million Water Street project.
 10. Matching Funds EPA Coordination \$55,000: With the advent of the EPA investment equivalent to \$1.2 million the City was able to move forward on the Heritage Park project along the River. In the fall of 2013 PCB's were discovered and in the late summer of 2014 the EPA mobilized. However, the agency could not cover all of the project costs based on their project scope limitations. Therefore the City was required to address issues that were not within the EPA scope. Those issues included the movement of the utility poles away from the riverbank to allow equipment access, and the analysis of contamination for materials that the EPA could not address in their project.
 - Applicability: The funds were used to leverage \$1.2 million in other services as matching funds for the provision of open space.

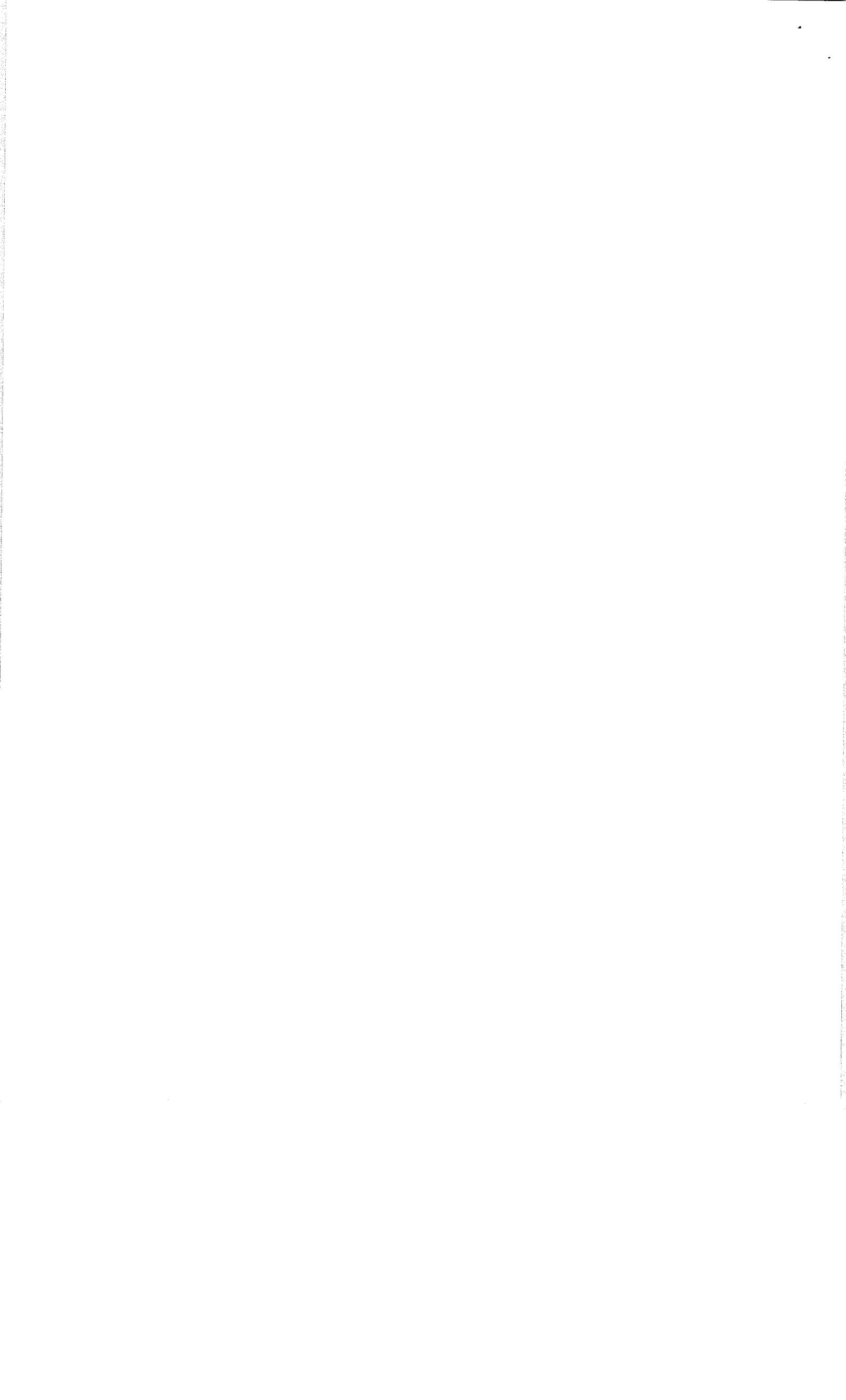
The above approach meet the tests of the original Order (attached) and fulfills current needs while addressing future opportunities. Many of the above items will set the stage for stronger implementation and access to grant funds. This proposal leaves \$100,000 unallocated for future decisions.

I have also attached an Order requesting action by the City Council. I will be available for the meeting and the discussion.

Sincerely,


William Scott

40R Funds Allocation Plan – WJ Scott – OCED Director





**TOWN OF AMESBURY
IN THE YEAR TWO THOUSAND SEVEN**

SPONSORED BY: Thomas K. Iacobucci, District 5 Councilor BILL No. 2007-075

**An Order to establish a Smart Growth Housing and Expedited Permitting
Stabilization Fund**

At the meeting of the Amesbury Municipal Council held on September 25, 2007 in the Town Hall Auditorium the following action was taken:

Councilor Iacobucci moved for approval the Ordinance Committee and Planning Board's recommendations as amended.

Be it enacted by the Municipal Council assembled and by the authority of the same as follows:

The Town of Amesbury shall have a stabilization fund, as provided by M.G.L. c. 40, §5B "Stabilization funds; establishment" to be known as the Smart Growth Housing and Expedited Permitting Fund.

The purpose of the Fund will be to offset the impacts, additional costs and expenses of Low and Moderate Income Housing Projects applied for under Chapter 40B, 40R, or 40S, and projects applied for under Chapter 43D "Expedited Permitting".

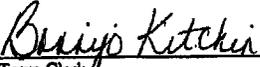
Monies from the Fund may be appropriated by the Municipal Council, with the Mayor's approval, as provided by M.G.L. c. 40, §5B, to cover the impacts, unforeseen costs and expenses to Town administration, education, public safety, public works, comprehensive planning (including but not limited to: grant writing, matching funds for making applications for such grants, master planning, updating Subdivision Rules & Regulations, other regulatory policies, open space preservation and professional consultation), and transportation (including but not limited to road and sidewalk repair) which are directly related to projects developed or proposed under M.G.L. Chapters 40B, 40R, 40S and 43D.

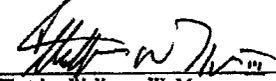
Payments received from the Commonwealth pursuant to M.G.L. Chapter 40R, (excluding technical Assistance grants) shall be appropriated into the Fund. If the amount of such payments in any fiscal year exceeds 10 percent of the amount raised in the preceding fiscal year by taxation of real estate and tangible personal property, the Town shall seek approval from the Director of Accounts of the Department of Revenue to appropriate those monies into the Fund, notwithstanding the limit established by M.G.L. c. 40, §5B.

The Municipal Council may, with the Mayor's approval, as provided by M.G.L. c. 40, §5B, appropriate additional monies to the Fund, including but not limited to impact payments received from developers, federal, state or private grant monies, or monies from the General Fund.

Roll Call Vote – 9-Yes, McClure, Pinierio, Thone, Benson, Iacobucci, King, Lavole, Lindstrom, Lawrence

Witness my hand and seal for the Town of Amesbury this 26th day of September, 2007


Town Clerk


Thatcher W. Kezer, III, Mayor

9/27/07
Date

