



THE CITY OF AUGUSTA

DAVID M. ROLLINS, MAYOR

CITY COUNCIL

MARCI A. ALEXANDER
JEFFREY M. BILODEAU
ANNA D. BLODGETT
LINDA J. CONTI

HAROLD ELLIOTT
DAREK M. GRANT
MARK S. O'BRIEN
COREY WILSON

WILLIAM R. BRIDGEO
CITY MANAGER

INFORMATIONAL MEETING AGENDA

THURSDAY, FEBRUARY 9, 2017

CITY HALL (COUNCIL CHAMBERS)

6:30 P.M.

A. Items for discussion submitted by the City Council and/or the City Manager:

1. School Board Presentation of the Future Search Executive Summary - Mayor Rollins
2. Discussion With Golder Associates (Blasting Consultant) – City Manager
3. Application Authorization for AARP Transportation Grant – City Manager
4. Two-Way Traffic Study for Downtown – City Manager
5. Finalize 2017 Council Goals – City Manager

B. Persons wishing to address the City Council who have submitted a formal request in accordance with Section 2-61 of the Code of Ordinances:

C. Open comment period for any persons wishing to address the City Council.



January 11, 2017

Our Ref. P16 69579

Mr. William Bridgeo
City Manager, Augusta, Maine
c/o Kristin Collins
Preti Flaherty
45 Memorial Drive
Augusta, Maine 04330

**RE: PROPOSAL
ASSESSMENT OF VIBRATION CRITERIA REGULATIONS FOR QUARRY BLASTING
CITY OF AUGUSTA, MAINE**

Dear Mr. Bridgeo:

In accordance with our recent discussions with Ms. Kristin Collins of Preti Flaherty, Golder Associates Inc. (Golder) submits this proposal for technical services to assess vibration criteria regulations related to quarry blasting for the City of Augusta. Golder understands the City has received a history of complaints from residents located near two quarries off West River Road relating to vibrations caused by quarry blasting. In response to these complaints the City is considering revising, and making more restrictive, its ordinance for acceptable ground vibrations resulting from quarry blasting. Quarry owners are concerned that in order to meet the more restrictive allowable vibration criteria they will need to implement costly blasting procedures that will render their operations financially unfeasible. In November 2016 representatives of Maine Drilling & Blasting (MD&B; on behalf of one of the quarry owners, McGee Construction) made a presentation to the Augusta City Council concerning the relationship between blasting vibrations, structural damage and human perception in the context of proposed changes to the blasting ordinance.

At the request of Ms. Collins, the purpose of Golder's services will be to provide technical guidance to the City regarding revisions to their quarry blasting ordinance. The work is proposed to include an independent technical assessment of relevant information previously presented to the City, a summary of current quarry blasting regulations in effect at other cities and states, site visits to the two quarries, and discussions with the City about the technical provisions of their proposed blasting ordinance revisions.

Golder offers several unique capabilities to assist the City in assessing their blasting ordinance revisions. Golder has over 50 years of experience with blasting and other ground vibration projects including blast design, blast monitoring, and development of blast vibration criteria for rock excavations adjacent to sensitive historic structures, bridge foundations, dams, residential structures, steep soil and rock slopes, and high pressure natural gas pipelines. Additionally, we conduct independent assessments of ground vibrations produced by non-blasting methods, such as pile driving and other heavy construction activity. Golder's Principal Geotechnical Engineer, Mark Peterson, provided technical assistance to the City of Portland in 2003 for the development of their blasting ordinance and issues related to Dragon Products Company, Inc.'s proposal to resume blasting operations at their Ocean Avenue quarry. Senior Engineering Geologist Jay Smerekanicz has extensive experience with blasting design, operations and monitoring for a wide range of commercial, residential, infrastructure, and mining projects, including assessments of ground vibrations from non-blasting sources. A number of other Golder personnel have assisted municipalities and industry throughout the U.S. and Canada in development of blasting procedures and blast vibration limits included in federal, state and municipal ordinances and specifications.

SCOPE OF SERVICES

From our discussions with Ms. Collins we propose to provide services for the following five tasks.



Golder Associates Inc.
174 South Freeport Road, Suite 2D
Freeport, ME 04032 USA

Tel: (207) 865-4024 Fax: (207) 865-4026 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America



Task 1 – Information Review

We propose to review, assess and summarize the following information:

- The MD&B presentation made to the City on November 10, 2016 (provided by Preti Flaherty to Golder in pdf file format). Our review will include an objective assessment of the information presented concerning: regulatory standards; and, the relationship between blasting induced vibrations (ground and air blast) and blasting operations, structural damage and human perception.
- Current and proposed Augusta blasting regulations compared to other Maine state and selected municipal blasting regulations.
- Available data from City quarries regarding blasting operations, monitored vibrations, correspondence with nearby residents and businesses, and claims.

Task 2 – Site Visits

Mr. Peterson and Mr. Smerekanicz will make brief site visits to the two City quarries off West River Road and nearby neighborhoods preferably in the company of City personnel familiar with the history of quarry blasting operations and interactions with nearby residents and businesses. If possible, it is hoped the site visits could include a discussion with the quarry operators concerning the history of quarry blasting progression.

Task 3 – Review National Trends

Publically available information concerning national trends for state and municipal quarry blasting regulations will be assessed in the context of allowable vibration criteria, neighborhood concerns, and quarry operation economic issues analogous to vibrations occurring from City of Augusta quarry operations. The information reviewed is expected to be from selected newspaper articles, conference proceedings, state regulations, technical magazine articles, and correspondence with Golder personnel. An objective of this review is to provide perspective regarding how other municipalities have balanced the vibration perception and structural damage concerns of residents located near active quarry blasting with the business operation concerns of the quarry owners.

Task 4 – Meeting with City

Mr. Peterson and Mr. Smerekanicz will meet with City personnel in Augusta to discuss our observations and conclusions from the work performed for Tasks 1 through 3. The meeting is assumed to be an informal discussion occurring during normal work day hours. If a formal presentation is preferred for the City Council during an evening meeting, our estimated costs for this task would need to be revised.

Task 5 – Correspondence and Report

This task includes preparation of a brief letter report summarizing our findings and conclusions, and labor for our telephone and email correspondence with the City as well as administrative costs for project management.

ESTIMATED COSTS AND SCHEDULE

We propose to perform this work on a time and expense basis in accordance with the attached Fee Schedule (Attachment A). Estimated costs per task are summarized as follows:

Estimated Costs

Task		Estimated Labor and Expenses
1	Information Review	\$7,200
2	Site Visits	\$4,600
3	Review National Trends	\$3,500
4	Meeting with City	\$3,700
5	Correspondence and Letter Report	\$5,800
Total		\$24,800

Golder is prepared to begin work upon execution of a contract agreement with the City and receiving authorization to proceed. Tasks 1 and 3 can be completed within about three weeks. The Task 2 site visit can occur as soon as mutually agreeable schedules can be made with Golder, City personnel and quarry operators. Task 4 should be able to be scheduled about four weeks after receiving notice to proceed, and the Task 5 report submittal could be scheduled after the meeting with the City.

CONDITIONS OF ENGAGEMENT

We propose to perform the services described herein in accordance with the attached Terms and Conditions (Attachment B). If this proposal is acceptable to the City, please sign the attached Acceptance Form (Attachment C) and return the executed form to us for our files. The proposal, Terms and Conditions and Acceptance Form will comprise the Agreement between Golder and the City of Augusta.

Thank you for the opportunity to assist the City of Augusta with this assessment. Please contact Mark Peterson at (207) 865-4024 if you require additional information or have any questions regarding this proposal.

Sincerely,

GOLDER ASSOCIATES INC.



Jay R. Smerekanicz, P.G.
Associate and Senior Consultant



Mark S. Peterson, P.E.
Principal

Attachments:

- A - Fee Schedule
- B - Terms and Conditions
- C - Proposal Acceptance Form





GOLDER ASSOCIATES INC.
NEW ENGLAND OPERATIONS (NH, MA, ME)
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2017

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
C8	Sr.Practice/Program Leader	\$250
C7	Practice/Program Leader	\$220
C6	Senior Consultant	\$190
C5	Senior Engineer/Scientist	\$160
C4	Senior Project Engineer/Scientist	\$130
C3	Project Engineer/Scientist	\$110
C2	Staff Engineer/Scientist	\$100
C1	Engineer/Scientist	\$85
D4	Data Manager	\$100
D3	Senior Draftsperson	\$85
D2	Staff Draftsperson	\$75
D1	Draftsperson	\$70
B3	Senior Admin Support	\$75
B2	Staff Admin Support	\$70
B1	Admin Support	\$65

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 10%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a rate of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

SERVICE	RATE
CAD/GIS Computers	\$20/hour
Color Plotter (D&E size)	\$16/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.



1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. INSURANCE

A. GOLDER maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
Combined Single Limit \$1,000,000
- (iii) Commercial General Liability:
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
- (iv) Professional Liability Insurance
Any One Claim \$1,000,000
Policy Aggregate \$3,000,000

B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

-
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.
- J. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT. CLIENT also represents that any "purchase order" type document which CLIENT may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services

Attachment C



GOLDER ASSOCIATES INC.
PROPOSAL ACCEPTANCE FORM
(Terms and Conditions)

PROPOSAL NUMBER: P16 69579

RE: Assessment of Vibration Criteria Regulations for Quarry Blasting, City of Augusta, Maine

SUBMITTED this 11th day of January, 2017.

BY: Mark S. Peterson, for Golder Associates Inc.

The Proposal dated 1/11/17, attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL4, dated 4/2015), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of Client)

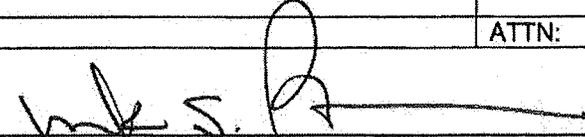
NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type)

Phone: _____ Fax: _____

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:

BY: 
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) Mark S. Peterson

TITLE: (Print or Type) Principal

ITNCountry Site Selection Criteria

ITNAmerica is seeking non-profit, community organizations or groups working with towns, cities, counties or other government agencies interested in expanding transportation options for seniors and other special needs populations in rural areas, to participate in the development of an on-line learning system that will bring the innovative national programs of ITNAmerica to rural and small communities.

The goal is to be as flexible and inclusive as possible, so examples of community organizations that may apply include, but are not limited to:

- Service organizations, such as Rotary, Lions Club or Altrusa
- United Way agencies
- Non-profit transportation services
- YMCA, Chamber of Commerce, Agency on Aging
- Towns, Villages, Counties
- Churches, synagogues, mosques
- AARP office
- Civic planning or service organizations

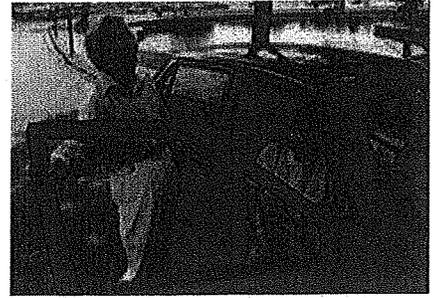
Please contact ITNAmerica if you are uncertain if your group may apply. To apply, please submit the following:

- **Commitment of Participation Letter**
- **Steering committee:** including the name of the committee chair who will take responsibility for the project, the names of individuals who would be willing to participate, and their qualifications and interests;
- **Sponsoring Agency:** including the name of the 501(c)3 agency or government entity and the address of a facility with broadband internet access where project testing and meetings can occur;
- **Letters of Support:** a letter from the sponsoring agency and any other community leaders who your group judges to be good references
- **Brief Overview of Current Transportation Options:** including the names of service providers and the kind of transport they provide.

Please send us your commitment of participation letter and the other above mentioned information by February 17, 2017. We will be available to offer any amount of guidance, as needed, throughout the process. Please don't hesitate to contact us directly at 207-591-6945 or via email at Morgan.Jameson@ITNAmerica.org if you have any questions or would like to discuss further.

ITNCountry

For more than 20 years, the Independent Transportation Network has provided door-through-door and arm-through-arm transportation for older people and people with visual impairments. Using both paid and volunteer drivers, ITN provides rides 24/7 in private automobiles, and it does not rely on taxpayer dollars. Some ITN members have used the service from more than 18 years. Although 40 percent of rides are for healthcare, ITN takes people to work, to shopping and to the hairdresser. Members use the service to take pets to the veterinarian, to go to work, to



volunteer or to go on dates. Over the years, many small and rural communities have reached out to ITN to expand service to their older or visually impaired residents. Until now, ITN always had to say “sorry.” Now there may be a way to offer ITN’s innovative programs to communities of every size. This is no small matter. Population in the United States is concentrated in cities, with 80% of the people living in only 5% of the land area. This means that 20% of the people live in the other 95% of the country.

<https://www.tn.gov/health/article/healthy-places-rural-areas>

The new approach for rural and small communities is called *ITNCountry*. There are several proposed differences between the original ITN and the rural model, all designed to reduce costs and to use technology to create an efficient, connected system. The original ITN is an entirely separate non-profit organization, but *ITNCountry* can be a program within another organization. The original ITN guarantees a ride 24/7 for any purpose, while *ITNCountry* service parameters will be established by the local communities. Because small, rural community programs often run with little or no paid staff, *ITNCountry* will be designed to run with only volunteers, if that is what the community chooses to do. Another proposed difference will be how *ITNCountry* communities learn how to run the service. ITN will build a large on-line learning community where all of ITN’s innovative programs are taught and supported.

With all of these differences, what is proposed to stay the same? The important stuff—all of ITN’s award winning programs, like *CarTrade*, *Transportation Social Security*, *Ride & Shop*, *Healthy Miles*, *Ride Services*, and *Personal Transportation Accounts*. In these programs, older people may trade the cars they can no longer drive to cover the cost of their rides, or volunteers may earn credits for their volunteer effort and bank them to plan for their own future needs. An adult child may volunteer in Bowdoinham and send her volunteer credits to a parent who lives in Bethel, where an *ITNCountry* volunteer will drive her mother, father or grandparent. Merchants and healthcare providers can help pay for rides through *Ride & Shop* or *Healthy Miles* and everything, all of these programs, are built into the software. Best of all, the software will connect every participating community through one information system.

If you or your community would like to learn more or participate in *ITNCountry*, please contact Katherine at Katherine.Freund@ITNAmerica.org or call 207-591-6926.

Enhanced Mobility of Seniors & Individuals with Disabilities - Section 5310

Overview

This program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned based on each state's share of the population for these two groups. Formula funds are apportioned to direct recipients; for rural and small urban areas, this is the state Department of Transportation, while in large urban areas, a designated recipient is chosen by the governor. Direct recipients have flexibility in how they select subrecipient projects for funding, but their decision process must be clearly noted in a state/program management plan. The selection process may be formula-based, competitive or discretionary, and subrecipients can include states or local government authorities, private non-profit organizations, and/or operators of public transportation.

The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas – large urbanized (over 200,000), small urbanized (50,000-200,000), and rural (under 50,000). Eligible projects include both "traditional" capital investment and "nontraditional" investment beyond the Americans with Disabilities Act (ADA) complementary paratransit services.

[Section 3006\(b\) of the FAST Act](#) created a discretionary pilot program for innovative coordinated access and mobility -- open to 5310 recipients -- to assist in financing innovative projects for the transportation disadvantaged that improve the coordination of transportation services and non-emergency medical transportation (NEMT) services; such as: the deployment of coordination technology, projects that create or increase access to community, One-Call/One-Click Centers, etc. In the first year of the discretionary program (2016) Congress appropriated \$2 million, followed by \$3 million in 2017, \$3.25 million in 2018, and \$3.5 million in 2019. For more information about the 2016 competitive program for innovative coordinated access and mobility grant, visit the [Rides to Wellness Demonstration and Innovative Coordinated Access and Mobility Grants program 2016 Notice of Funding Opportunity](#) [Feedback >](#)

Eligible Recipients

States and designated recipients are direct recipients; eligible subrecipients include private nonprofit organizations, states or local government authorities, or operators of public transportation.

Eligible Activities

Traditional Section 5310 project examples include:

- buses and vans
- wheelchair lifts, ramps, and securement devices
- transit-related information technology systems, including scheduling/routing/one-call systems
- mobility management programs
- acquisition of transportation services under a contract, lease, or other arrangement

Nontraditional Section 5310 project examples include:

- travel training
- volunteer driver programs
- building an accessible path to a bus stop, including curb-cuts, sidewalks, accessible pedestrian signals or other accessible features
- improving signage, or way-finding technology
- incremental cost of providing same day service or door-to-door service
- purchasing vehicles to support new accessible taxi, rides sharing and/or vanpooling programs
- mobility management programs

Note: Under MAP-21, the program was modified to include projects eligible under the former Section 5317 New Freedom program, described as capital and operating expenses for new public transportation services and alternatives beyond those required by the ADA, designed to assist individuals with disabilities and seniors.

Statutory References

49 U.S.C. Section 5310 / Fixing America's Surface Transportation Act 3006 (FAST)

Funding Availability

[Submit Feedback >](#)

Section 5310 funds are available to the states during the fiscal year of apportionment plus two additional years (total of three years).

Allocation of Funding

Section 5310 funds are apportioned among the states by a formula which is based on the number of seniors and people with disabilities in each state according to the latest available U.S. Census data.

Match

The federal share of eligible capital costs may not exceed 80 percent, and 50 percent for operating assistance. The 10 percent that is eligible to fund program administrative costs including administration, planning, and technical assistance may be funded at 100 percent federal share.

Grant Authorization:

[FAST Act](#)

Grant Type:

[Formula and Discretionary](#)

Related Links

- [Rides to Wellness Initiative](#)
- [Apportionments](#)
- [Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions](#)
- [Section 5310 Program Technical Assistance](#)
- [Section 5310 Program Performance](#)
- [Section 5310 Fact Sheet \(PDF\)](#)

Related Documents

- [Enhanced Mobility Of Seniors And Individuals With Disabilities Program Guidance And Application Instructions](#)
- [Pilot Program for Innovative Coordinated Access and Mobility Grants FY 2016 Report to Congress](#)

[Submit Feedback >](#)

Contact Us

Office of Program Management

Federal Transit Administration

1200 New Jersey Avenue, S.E.

Washington, DC 20590

United States

Phone: 202-366-2053

Fax: 202-366-7951

Business Hours:

9:00am-5:00pm ET, M-F

Share:

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2017 AUGUSTA CITY COUNCIL GOALS AND ACTIONS

(draft February 2, 2017)



INTRODUCTION

On Saturday, January 28, 2017, members of the Augusta City Council, staff, and partner organizations met in the Augusta Civic Center for a 6-hour goal-setting session. Following a write-up of the session by staff, the Council met in a workshop on xxxx, 2017, and approved these goals and actions for the coming year.

All of the goals within are supported by a majority of members of the Council.

2016 SUMMARY

Goal-setting has been an annual event for the Augusta City Council since 1998. In preparation for the 2017 retreat, Manager Bill Bridgeo summarized what was accomplished in the last year in response to the goals set in the 2016 retreat. Those achievements included:

- Stepped up local drug enforcement efforts by assigning a local officer to the Maine Drug Enforcement Agency for an extended period of time; executing 18 search warrants where arrests were made; and conducting 4 Hot Spot events last summer.
- Stepped up drug prevention efforts by participating in public forums; increasing DARE offerings; and assisting in grant applications for treatment options
- Pursued long-term economic development options through the Economic and Workforce Development Committee's meetings with the DECD Commissioner, developer Kevin Mattson, Richard Parkhurst, a Winthrop visioning group, and the Secretary of the Veterans Administration
- Improved public safety through the construction of the North Augusta Fire Station and purchase of a new ladder truck
- Promoted immediate economic development through the use of restricted (TIF) funds to assist J.S. McCarthy Printers to expand; renovate the Hartford Fire Station; redevelop 275-287 Water Street for market-rate housing and commercial uses; assist Performance Food Group to remain in Augusta and expand; and improve streets and sidewalks city-wide
- Opened the spectacular new Lithgow Library addition
- Opened new affordable senior housing at a rehabilitated Hodgkins School
- Achieved an "age-friendly" designation from the Maine Chapter of the AARP
- Helped hungry children get healthy meals through the establishment of a Kids Pantry at the Buker Community Center
- Studied, adopted, and implemented a property maintenance ordinance; an historic preservation ordinance; and a "complete streets" policy
- Committed funds to the restoration of the Colonial Theater, contingent on the ability of the group to raise sufficient private money to proceed with the rehabilitation
- Identified and funded improvements to the Mill Park

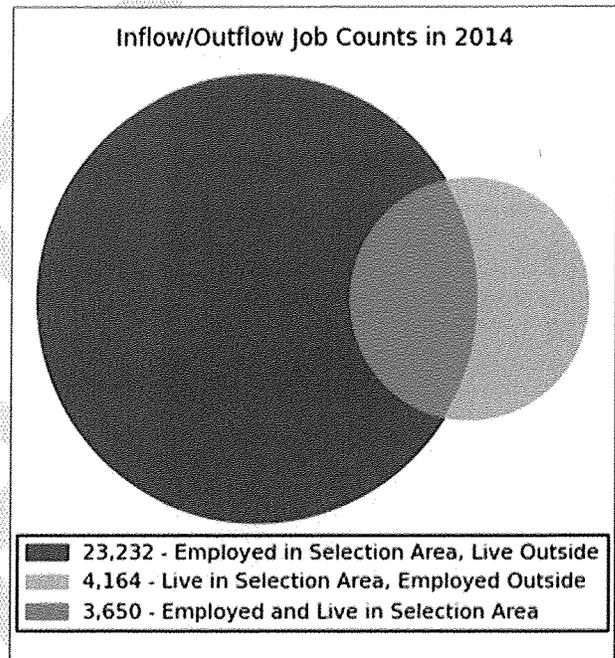
Every year the City of Augusta faces critical issues that were not anticipated at the time of the Council retreat. 2016 was no exception. Issues of bedbugs, quarry blasting, and the redevelopment of St. Mark's Church took extensive time in 2016. In the coming year, more work needs to be done on quarry blasting and on working with the faith community to identify appropriate places for social services.

With this as background, here are the goals the City Council has set for 2017.

GOAL A: FIX OLD HOUSES, BUILD NEW HOUSES, ATTRACT NEW RESIDENTS

There are roughly 28,000 people who work in the city of Augusta. Of these, about 23,000, or 86.4%, live outside of the city, and commute in to work every day (see chart). This proportion has grown from 79.9% in 2002. If the 2002 proportion still held, Augusta would have 1,750 more workers and their families. More families in Augusta would mean better neighborhoods, more children in the schools, a stronger tax base, and a broader group of volunteers.

To attract middle class families, Augusta must improve the quality of its housing stock, and stimulate the construction of new housing to meet the demand from those who don't want to live in, and fix up, older homes.



Action A1. Develop a strategy to rehabilitate existing older housing.

This year the Augusta Housing Authority and City of Augusta will implement a multi-family rehabilitation program using state Community Development Block Grant funds. This is a positive first step, but more needs to be considered. Can funds raised from selling tax-acquired property be used to supplement rehabilitation funds? Can local banks provide below-market rate funds as part of their Community Reinvestment Act strategies? Can the Augusta Housing Authority's development corporation be a vehicle for buying, fixing, and selling housing back into the private market? These and other options should be considered as part of a City/Housing Authority rehabilitation strategy.

Action A2. In conjunction with the business community, create a marketing program to sell the virtues of living and working and playing in Augusta and Central Maine.

The City of Augusta should partner with other organizations such as the Augusta Board of Trade, the Kennebec Valley Chamber of Commerce, the Kennebec Valley Board of Realtors, and the Kennebec Valley Tourism Council, to design a marketing program for Central Maine. One possible theme for such marketing is to promote a "green" lifestyle – emphasizing the leadership of the City on environmental issues, such as walking and biking trails, recycling, alternative energy, and so forth.

Action A3. Explore ways to incentivize the development of infrastructure for residential projects, in ways similar (but not identical) to business development.

The City of Augusta is highly skilled at using tax incentive and grant programs to stimulate economic development investment. This same skill – using different tax incentive and grant tools – should be used to incentive private developers to build market-rate residential housing within the city.

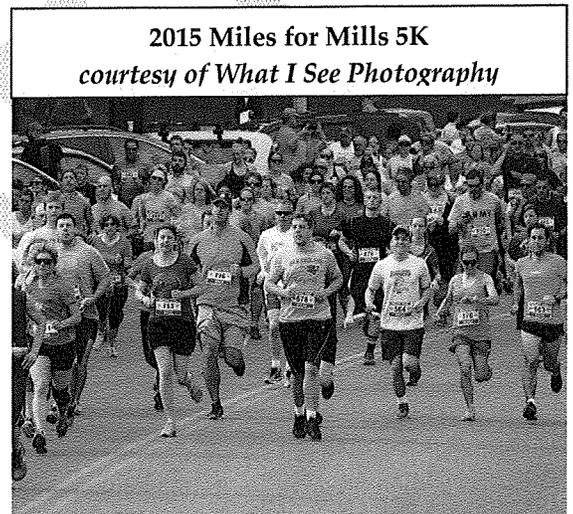
Action A4. Monitor the implementation of three new codes passed in 2016 designed to improve housing quality: historic preservation, property maintenance, and yard sales.

A lot of thought and discussion went into the creation and adoption of ordinances to preserve housing quality in Augusta. This year the City Manager should provide quarterly reports to the Council on the progress of implementing these ordinances.

GOAL B: PROMOTE A HEALTHY, DIVERSE, THRIVING POPULATION

The aging of the population; the in-migration to the city of people from different cultural backgrounds; the continuing scourge of drug addiction; poverty and hunger among children and their families; an observed increase in incivility among schoolchildren and their parents – all present human challenges for the city. Goals to address these issues include:

Action B1. Step up activities to ensure that drug addiction treatment is available to residents, including the consideration of funding of interim and gap treatment programs. The City has participated in drug addiction forums and discussions, and has stepped up its enforcement activities. However, more needs to be done to ensure that treatment is available in a timely fashion when people need it. More federal and state grant funds for this purpose may be available this year, which will help. City staff should examine this issue, and make recommendations to Council about how to improve the availability of treatment services for Augusta residents in need.



Action B2. Create a small childhood hunger working group to continue to make progress in eliminating hunger in Augusta. With the help of local church groups, teachers, nonprofits, and city staff, more healthy food has been made available to young people and low-income residents of subsidized housing in the past year. To coordinate future progress, a working group should be established that would include a city councilor, a school board member, the Augusta Food Bank Director, a school department staff designee, and city staff designee.

Action B3. Support efforts to create an immigration center or welcoming service.

There is a growing immigrant population in the city. In the long run, this is a healthy development, because new families will help the economy and enrich local culture. In the short term, the experience can be disruptive to the families and community alike unless there is planning. The City should work with nonprofit groups who are assisting refugees and immigrants to ensure that the newcomers are integrated into the community. One possibility area of collaboration would be in the establishment of an immigration center to coordinate services to immigrants.

Action B4. Facilitate efforts of the faith community to find a location for consolidated social services in the center of Augusta that does not have a negative impact on surrounding neighborhoods. Over the past few months, discussions among the faith community, neighbors, and city officials, have created great progress towards finding a good place for locating services such as the warming center and food kitchen in the center of Augusta, near services, but not causing neighborhood conflicts. The goal is for these efforts to succeed in 2017.

Action B5. Explore ways to implement the recommendations of the Augusta Age Friendly Advisory Committee. The Maine AARP declared Augusta to be an “age-friendly community” in 2016. Over the past several months, a local committee has been meeting and developing recommendations to help improve the quality of life for seniors in Augusta. These recommendations will come to the City Council in 2017.

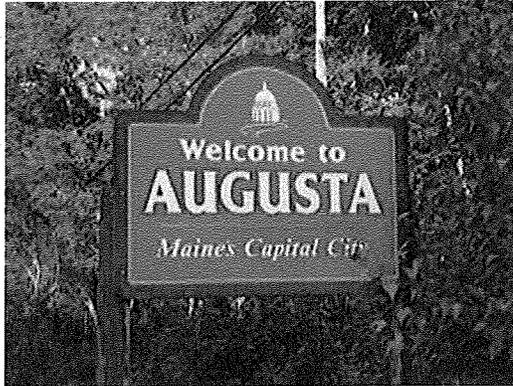
Action B6. Meet with County officials – manager, sheriff, commissioners, district attorney – to discuss placement procedures for discharged prisoners. Along the same lines, meet with state officials from Corrections and Health and Human Services to discuss placement procedures for discharged prisoners and mental health patients. The county jail and Riverview Hospital discharges their clients into the Augusta housing market. In addition, the state Corrections Department gives bus tickets to Augusta from discharged prisoners in Warren. City officials need to be reassured that appropriate procedures and funding is in place to support these people. In addition, the County and State should be asked to financially support the City’s efforts to serve these groups. These are the topics for the proposed meetings.

Action B7. Through leadership by example, promote civility in interpersonal relationships among citizens, and especially among young people, in Augusta.

School officials report an unprecedented increase in physical and verbal abuse among children in the early grades in school – in some cases matched by abusive behavior from their parents. City leaders need to be sure they are modeling and supporting appropriate behavior in schools and public places.

GOAL C: ENHANCE THE LOOK AND FEEL OF AUGUSTA

Part of the strategy to entice commuters to live in Augusta must be to increase the attractiveness of the places those commuters drive by every day on the way to work – the gateway roads of Augusta. Here are some strategies to enhance Augusta’s attractiveness.



Action C1. Create a Public Art Commission designed to promote public art in the downtown, in the gateways, and in other locations in the city.

As a capitol city, Augusta has a long and distinguished history to celebrate. As a city with a college that provides degrees in art, and a state arts commission office, Augusta has many creative people living and working in the area. As a city with many parks, trails, and public spaces, Augusta has many places that are appropriate for public art. The Augusta Council will create a public art commission to identify opportunities and to generate resources to support public art throughout the city.

Action C2. Explore ways to expand the "Adopt-A-Garden" program in order to improve the appearance of public places, particularly in gateway areas.

Augusta has key entryways to the city along Western Avenue, Mount Vernon Avenue, and at Riverside and Route 3. These would be good places for attractive gardens. Since there is not enough city staff to maintain such gardens, one solution might be to have garden areas "adopted" by individuals, clubs, and businesses, who would take responsibility for care and upkeep. However, volunteer efforts need supervision and guidance, and right now there is no city staff available to oversee such a program. City staff will explore the costs of developing such a program and report back to the Council during the budget process.

Action C3. Enhance city gateways through a combination of attractive sidewalks, median strips, signs, landscaping, and clean up.

This is similar to the recommendation above, but addresses the city infrastructure involved – medians, sidewalks, signs, landscaping. This also involves costs. City staff will present ideas on how to achieve this goal, along with the costs, during the budget process.

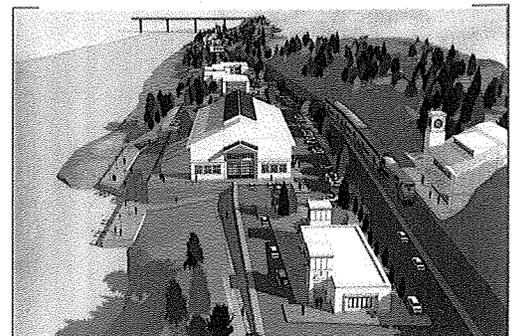
Action C4. Create an Augusta Trails map, and have the Conservation Commission create a master plan for connecting trails within the city and to trails outside of the city.

These activities are already underway. The promotion of trails can be part of the promotion of the city overall as a "green" place to live.

GOAL D: CONTINUE TO SUPPORT BUSINESS GROWTH

This is a longstanding City goal. Business growth brings more property taxes, more jobs, and higher incomes for Augusta residents. The goals here are largely to continue efforts to redevelop downtown and the riverfront, as well as to promote other business zones.

Kennebec Locke image



Action D1. Create an RFQ (Request for Qualifications), and work with the winning developer, to develop new housing and commercial space, and new infrastructure, at The Kennebec Locke at Head Tide. A developer is inquiring about possible development at the old Statler Mill site, now known as Kennebec Locke. To encourage, and attract even wider interest, the City will issue an RFQ to identify a development partner for the first phase of Kennebec Locke development.

Action D2. Meet with the Board of Trade and create a fresh marketing strategy for Riggs Brook. It has been a longstanding goal of the City and the Augusta Board of Trade to attract new development to the Riggs Brook neighborhood, near the third bridge exit at Route 3. The cost of utility extensions has proven to be an obstacle. To move the issue along, this year the City and Board of Trade should develop a marketing strategy for Riggs Brook, in the hope that once a developer and project emerges, the public investment in utilities can start to make economic sense.

Action D3. Explore the creation of a loop bus service connecting the Capitol complex, the Library, downtown, Fort Western, and the AMHI campus of state government. The capital of Vermont, in Montpelier, sits in the middle of downtown, and downtown stores and restaurants benefit from the shopping of state employees and visitors. Here in Augusta, the downtown is invisible from the capital. A regular and frequent van service connecting the downtown to state offices would reduce traffic congestion and increase the marketability of downtown businesses.

Action D4. Explore the conversion of Water Street from one-way to two-way traffic. Many Maine downtowns, most recently Waterville, have begun to plan a transition from one-way traffic to two-way traffic. The logic is that one-way streets move traffic through too quickly, and discourages pedestrians and window browsing. It is necessary to decide on whether or not to proceed with this change before scheduled improvements are needed on adjacent Commercial Street. City staff will research the costs of planning for such a transition, and present options to the Council this year.

Action D5. Support the renovation of the Colonial Theater. The renovation of the Colonial Theater, long a goal of the Augusta City Council, is moving closer to implementation. A concentrated private sector fundraising effort is now underway. Last year, the City made a financial commitment to the project, which would be released in the event that private fundraising is successful. This year, City officials will continue to cheerlead and promote the project to private donors and grant-giving organizations.

Action D6. Continue to work with businesses to locate and expand in the downtown, at the Arsenal, at the recently vacated Sears Building, and at all other locations in the city. There are many other development sites in Augusta besides downtown and Riggs Brook. City staff will continue to work with all businesses interested in investing and expanding anywhere in the city.

GOAL E: MAINTAIN EFFICIENT AND RESPONSIVE LOCAL GOVERNMENT

Action E1. As part of the 2017 budget process, develop a Fiscal Integrity Plan for handling the drawdown of fund balance accounts for the City and Schools over the coming five years. Cuts in state aid over the last six years are increasingly pressing local government finances. Both city government and the school department have coped, in part, by drawing down existing fund balances. But as those fund balances dwindle and eventually disappear, that strategy cannot continue for long. This year City Staff will provide a five-year overview of fund balance choices to City Councilors as part of the annual budget process.



Action E2. Initiate the Comprehensive Plan update. The existing Comprehensive Plan is about ten years old. It is time to revisit the plan, the goals, and actions, to develop a strategy for the coming decade. As part of the effort, residents will consider new possibilities like the creation of an “arts district” in the city. The City Council will support City staff as they solicit public input in 2017.

Action E3. Prepare ordinance revisions to deal with marijuana growth, distribution, and sale. This issue arises from the 2016 state referendum victory for legalizing recreational marijuana use. City staff will develop a regulatory approach and activities to deal with the new situation.

Action E4. Resolve blasting issue. The ongoing problem between the quarry and its neighbors must be resolved in 2017.

Action E5. Hartford Station project
This will create a new fire station and rehabilitated historic building at the entry to downtown.

Action E6. Coordinate with other local elected officials. Many critical financial decisions must be made in the coming year, and close coordination with partner organizations is needed. This year the Council will:

- Meet with state legislative delegation monthly during the legislative session.
- Work with School District to create Future Vision, to market Cony to tuition students, and to coordinate city and school budgets.