TOWN OF MORRISTOWN SELECTBOARD
MEETING NOTICE & AGENDA
COMMUNITY MEETING ROOM
On Zoom and at 43 Portland St. Morrisville, VT 05661
5:30 PM Monday, June 1, 2026

Join Zoom Meeting or by phone join via conference call (audio only): 1 (646) 558-8656 | Meeting ID: 810 342 4528 | Passcode 05661
The meeting will be live streamed on the Town of Morristown's website: https://www.morristownvt.gov/community/page/meetings-agendas-minutes and on Town GMATV YouTube Channel when possible

I. 5:30PM - CALL SELECTBOARD MEETING TO ORDER

II. 5:31PM - AGENDA CHANGES/ADDITIONS

III. 5:33PM - COMMUNITY COMMENTS

IV. 5:47PM - APPROVE MINUTES

1. Approve Minutes 5-18-26

V. 5:50PM - NEW BUSINESS

1. Award the Billings Scholarship
2. Private road name - Beaver Creek Lane
3. Approve 4th of July Fireworks Permit for the Town of Morristown
4. Approve Highway equipment repair invoice
5. Designate the Town's voting delegate as Brent Raymond for the VLCT special membership meeting on June 22, 2026
6. Consider approval of the Tegu Building Re-Roofing and Insulating Project Contract to replace the existing roofing and insulation and insulate the exterior attic walls.
7. Consider possible action to set a hearing date on the Planning Commission's proposed zoning bylaws, including warning a public hearing for June 25, 2026.
8. Update on public records requests received by the Town, and review resulting legal fees and their impact on the budget

VI. 6:20PM - OLD BUSINESS

VII. 6:20PM - APPROVE WARRANTS

VIII. 6:30PM - SCHEDULE

1. Tuesday, June 2, 2026- Site Visit - 4:30PM - Lyle McKee Farm Rd
   Tuesday, June 2, 2026 - Public Hearing - 5:30PM - Lyle McKee Farm Rd
   Monday, June 15, 2026 - SB Meeting - 5:30PM
   Monday, June 22, 2026 - Site Visit - 4:30PM - Sand Ridge Rd
   Monday, June 22, 2026 - Public Hearing - 5:30PM - Sand Ridge Rd
   Thursday, June 25, 2026 - Joint SB/Trustees Public Hearing Proposed Zoning Bylaws - 5:30PM

IX. 6:35PM - OTHER BUSINESS

1. Executive Session - Personnel, Contracts, and Union Matters pursuant to 1 V.S.A. § 313(a)(1)(A), (a)(1)(B), and (a)(1)(E)

X. 6:40PM - ADJOURN

SELECTBOARD MEETING MINUTES
OF MAY 18, 2026

Members: Don McDowell, Richard Craig, George Cormier, Leah Hollenberger, Rose Belanger

Absent:

ADMINISTRATION and STAFF: Brent Raymond, Town Manager; Judi Alberi, Executive Assistant; Jordan St.Onge, Highway Superintendent

PARTICIPANTS/GUESTS: Jamie Jaret, Martin Green, Steven Lawrence, Dan McLaughlin, Laura Green, Susan Wickart

**participating via Zoom*

5:30PM - CALL SELECTBOARD MEETING TO ORDER

Don McDowell called the Selectboard Meeting to order at 5:33 PM at the Tegu Building.

5:31PM - AGENDA CHANGES/ADDITIONS

Addition under section lX Other business - Confidential Attorney/Client Communications

5:33PM - COMMUNITY COMMENTS

None

5:47PM - APPROVE MINUTES

1. **Approve minutes 4-27-26 Public hearing**
   Motion made by Richard Craig to approve the minutes of 4/27/26. Motion seconded by Rose Belanger. Motion carried (5/0).
2. **Approve minutes 5-4-26 Public Hearing**
   Motion made by Richard Craig to approve the minutes of 5/4/26 Public Hearing. Motion seconded by Leah Hollenberger. Motion carried (5/0).
3. **Approve minutes 5-4-26 SB Meeting**
   Motion made by Richard Craig to approve the minutes of 5/4/26. Motion seconded by Rose Belanger. Motion carried. (5/0)

5:50PM - NEW BUSINESS

1. **UVM Intern Presentation - (Gabriella Coutts)**
   Gabriella Coutts, a UVM intern to the Planning Commission, presented the Town Plan Citizen Outreach Questionnaire, which was designed to gauge attitudes toward the town plan and the town plan process, as well as to gather preliminary information on community priorities. The anonymous survey was released for two weeks. During this time, 100 citizens completed the survey. The questionnaire was shared virtually through multiple sources, including a Front Porch Forum post, emails to constituents for whom the town had contact information, and a post on the Town of Morristown

Facebook page. A poster including a QR code was also shared through each of these sources, and posted in the Town of Morristown Office, Morristown Centennial Library, and the Morristown post office. Paper copies of the survey were printed and advertised at the Town of Morristown Office and the Morristown Centennial Library. Of the 100 survey responses, 56 community members had not read the town plan, while 44 had. The top priorities were: Environmental Issues (protection, floodplain resilience, parks and trails, green space, etc.) ● Transportation (walkability, public transport, roads & traffic, parking, boardwalk, etc.) ● Housing Market Expansion ● Small Business Development ● Large Commercial Growth ● Public Schools & Higher Education, and ● Energy. Moving forward, an ideal outreach plan would include a variety of efforts to educate citizens about the town plan and request their input.

Don thanked Gabby for her presentation and noted the need to raise public awareness of the Town Plan. George complimented her on her design of the survey, the presentation, and the content of the report. Tyler commented that it was a pleasure working with Gabriella.

2. **2026 Morristown Police Officer of Year - Officer Jackson Schroeder**

The Selectboard was pleased to announce that the 2026 Morristown Police Officer of the Year is Officer Jackson Schroeder. Don read the commendation, noting that Officer Schroeder has demonstrated a strong commitment to proactive law enforcement and roadway safety since joining the force in 2023. He became certified as a Drug Recognition Expert (DRE), one of two in Lamoille County in 2025. He is known for his strong work ethic, positive attitude, and willingness to assist his fellow officers whenever needed. The department is proud to grant him this distinction.

3. **Review bids and select a contractor for the painting of Favreau Bridge - Jordan St.Onge**

Jordan St. Onge informed the board that the Favreau Bridge is a Pony Truss Bridge made of A588 weathering steel. This steel is not well-suited for Vermont's climate and is rusting badly, which is leading to material loss. He recommends media blasting and painting the bridge to prolong its life. Deferring maintenance on this bridge will lead to significantly higher repair costs and potentially require a full replacement in the near future. He reviewed the scope of work needed on the bridge. There were two bids for the work. He recommended that the Board award the contract to Modern Protective Coatings at $286,080. Funding for the Bridge will be provided by the Infrastructure fund, a Structures Grant from Vtrans for $200,000 for this project, covering 70% of the total costs. The cost to the taxpayer is $86,080. Brent thanked Jordan for his initiative in procuring grant funds.

Motion made by Richard Craig to select Modern Protective Coatings, Inc. as the contractor for the painting of the Favreau Bridge for a total price of $286,080, as recommended by the Highway Superintendent, and to authorize the Town Manager to execute the contract on behalf of the Town of Morristown. Motion seconded by Leah Hollenberger. Motion carried (5/0).

4. **3-Acre Stormwater Project-Jersey Heights Subdivision - Appoint Duly Authorized agent for temporary easements**

Motion made by Richard Craig to appoint Town Manager Brent Raymond as the duly authorized agent to sign on behalf of the Town of Morristown on temporary easements for the 3-Acre Stormwater Project – Jersey Heights Subdivision, as needed. Motion seconded by George Cormier. Motion carried (5/0).

Leah stated that although she is a resident of the area, she feels no conflict of interest exists.

5. **Stowe Land Trust - Muddy Moose Conservation Easement and revised proposal review**
   The selectboard discussed a conservation easement proposal from Stowe Land Trust for a property that may eventually be gifted to the town. Key concerns were raised about potential ambiguities in the easement language regarding trails and cost reimbursement provisions. The board agreed to have Brent review Stowe Land Trust's responses to these concerns before making a final decision on whether to proceed with the easement placement within the next month.

6. **Development Review Board – Recommendation for Vacant Seat**
   The Development Review Board has had a vacancy since March 2026 and interviewed 4 candidates last month. All the applicants are qualified to serve on the DRB, and Brent commented that it was a pleasure to have so many interested candidates. The Selectboard thanked all the candidates and decided to discuss this selection during the Executive Session.

7:00PM - OLD BUSINESS

None

7:00PM - APPROVE WARRANTS

Motion made by Richard Craig to approve the warrants. Motion seconded by Leah Hollenberger. Motion carried. (5/0)

7:05PM - SCHEDULE

1. **Monday, June 1, 2026 - SB Meeting - 5:30PM**
   Tuesday, June 2, 2026- Site Visit - 4:30PM - Lyle McKee Farm Rd
   Tuesday, June 2, 2026 - Public Hearing - 5:30PM - Lyle McKee Farm Rd
   Monday, June 15, 2026 - SB Meeting - 5:30PM
   Monday, June 22, 2026 - Site Visit - 4:30PM - Sand Ridge Rd
   Monday, June 22, 2026 - Public Hearing - 5:30PM - Sand Ridge Rd

7:10PM - OTHER BUSINESS

1. **Possible Executive Session - Discuss Appointment of a Public Officer and Confidential Attorney/Client Communications**
   Motion made by Richard Craig that the Selectboard find that premature general public knowledge regarding certain confidential communications with the Town's attorney would clearly place the Town at a substantial disadvantage because it would disclose the Town's legal strategy and undermine the effectiveness of the representation. Motion seconded by Leah Hollenberger. Motion carried (5/0).
   Motion made by Richard Craig that the Selectboard enter executive session pursuant to 1 V.S.A. § 313(a)(1)(F) for the purpose of discussing confidential attorney client communications made for the purpose of providing professional legal services to the Selectboard to include Attorney Kevin Lumpkin, Town Manager, Brent Raymond, and Judi Alberi. Motion seconded by Leah Hollenberger. Motion carried (5/0)
   Motion made by Richard Craig that the Selectboard enter executive session pursuant to 1 V.S.A. § 313(a)(3) for the purpose of discussing the appointment of a public officer, to include Town Manager Brent Raymond and Judi Alberi. Motion seconded by Leah Hollenberger. Motion carried (5/0).
   Motion made by Richard Craig to come out of the Executive Session at 8:28 PM. Motion seconded by George Cormier. Motion carried (5/0).

Motion made by Richard Craig to appoint Susan Wickart to the Development Review Board for the remainder of a 4-year term that expires March 5, 2030. Motion seconded by George Cormier. Motion carried (5/0).

7:30PM - ADJOURN

Motion made by Richard Craig to adjourn. Motion seconded by George Cormier. Motion carried. (5/0)

Meeting adjourned at 8:29 pm
Submitted and filed this 5/19/26.
Bonnie McDermott, Scribe

Please note all minutes are in Draft form and are subject to approval at the next Selectboard meeting.

Town Clerk/Treasurer's Office
PO Box 748
Morrisville, VT 05661

802-888-6669
www.morristownvt.gov
shaskins@morristownvt.gov

Date: May 31, 2026

To: Selectboard

From: Sara Allyn Haskins, Treasurer

RE: 2026 Billings Scholarship award

Each year the town awards a scholarship(s) from the Billings Fund. This year, there is one applicant from Peoples Academy High School. Magnus Hayden will be attending Middlebury College in the fall and plans to study environmental studies.

Traditionally, you have awarded $500 to each applicant when there are 1-2 applicants. The fund has $67,730.58 in investments held at Edward Jones.

History: Lot 31: located in the second division of the lots of Morristown (formerly the Town of Sterling and now disbanded), containing 100 acres and originally appropriated for the support of the first settled minister.

In 1889, the lot was leased as a wood and timber lot for a period of 5 years to J. J. Billings. The terms of lease included: "(Billings) will occupy said premises in a good husband-like manner." "With the right to cut and remove all timber, wood and lumber and all trees of every and all kinds…"

The lease eventually expired, and the land remained unleased for decades. The parcel was land locked, and the State of Vermont would not give permits for logging because of the elevation of the parcel.

In 1994, the town sold the lot to Vermont Agency of Natural Resources – Forest and Parks for $20,000. The Morristown Selectboard voted to use the interest derived from the sale of the property to initiate an annual scholarship for a Morristown student interested in the fields of Ministry or Forest Management. Later, the board concluded that the scholarship could also be awarded to students going into the field of Environmental Sciences.

Magnus Hayden

Greetings:
I am excited and honored to provide my recommendation for Magnus Hayden. I have honestly not seen a more genuine, selfless, hard working young man come through Peoples Academy. It is extremely rare for an individual to possess all of these notable qualities.

I have known Magnus for the past four years, it has truly been a pleasure to watch him grow and mature during that time. His energetic nature, comprehensive organization and dedication to his responsibilities are all remarkable. Magnus' understanding of information and sharp mind are well matched by his inquisitive nature. Both of these traits are seen in and out of the classroom.

Magnus has filled his high school career with rigorous courses, and has excelled in all of them. He has shown exceptional strength and potential in the Sciences and Global Citizenship, and has the ability to reason and methodically navigate the inquiry process. These classes aim to provide students with the conceptual framework, factual knowledge, and analytical skills necessary to deal critically with our rapidly changing world. He has also had ample opportunities to draw connections between the concepts of his studies and our local community.

Magnus' strengths as a student arise from his strong commitment to academics coupled with a consistent and commendable drive to take on a variety of extracurricular activities including the Environmental Club, Cross Country running and skiing, Morrisville Rowing Club, National Honor Society, and Track & Field. He continues to impress and inspire me. It is obvious that Magnus is determined, goal oriented, and committed to following through on his endeavors. Magnus works very well with other students, teachers, and administrators both in and outside the classroom setting. He shares himself freely and never turns a fellow schoolmate away who needs help or simply a friendly ear. His even keeled attitude and amiable nature has helped many peers and teammates attain their own focus and self discipline that Magnus models every day. His dedication and enthusiasm is second to none. Throughout this first semester of senior year, Magnus continues to maintain a high level of expectation for himself; reaching the absolute best of his abilities. We here at Peoples Academy, particularly myself, are very excited to see what he will accomplish throughout the remainder of his high school career, whether it is in a classroom or on the course (6th place at the CC State meet).

Sincerely,
Matthew S. Yoskowitz
Science Department Chair

State of Vermont Chartered in 1781

MORRISTOWN

In accordance with 24 V.S.A§2291)16) and 4426, the Selectboard of the Town of Morristown, established an ordinance to develop a more uniform street naming & street addressing system throughout the Town of Morristown that would enable people to locate addresses effectively for providing services and deliveries. Section V-Future Development states: Prior to the issuance of a subdivision permit a developer shall furnish a plan for street naming and street numbering system in accordance with this ordinance to the Selectboard. Final approval of a certificate of occupancy of any principal building erected after July 19, 1996 shall be withheld until permanent and proper numbers have been displayed in acordance with this Ordinance. Private road/street sign shall be the responsibility of the land owner(s) For further information, refer to Ordinance Article 0807-11 on file in the Town Clerk's Office. The Selectboard will allow the option of identifying the road as a private road.

Applicant's Name: Matthew Karlin

Phone: 802 363-5019

Mailing address: 585 Westview heights Drive, Stowe VT 05672

Location of the Road: Golf Course road west of 328

Reason for naming road? turning private road

Name of Road: Beaver Creek ~~Road~~ LANE (PER APPLICANT EMAIL ON 5.19 —KMP)

What gives you the right to name this road? Easement owner and representing owner Loren Darling

Complete this application and submit it to the Zoning Administrator, with a map of your road attached, You will be notified promptly of the decision of the Selectboard.

Applicants Signature: Matthew Karlin

Date: 5/12/26

Reason

☐ Approved
☐ Denied

For the Selectboard

Date

State of Vermont Chartered in 1781

MORRISTOWN

Private Road Naming

When a private road name is approved by the Morristown Selectboard a road sign must be ordered and installed. The Town will order the private road sign. The cost of the sign and post must be reimbursed to the Town. For an additional cost the Town can install the private road sign. The sign can be installed by residents **with sign location approved by the Town.** State regulations require Town approval of sign placement.

Please check one of the boxes below

- [X] I would like the Town of Morristown to install the sign and post.
- [ ] I would like to install the sign and post **with sign location approved by the town.**

Name and number to call when sign is delivered to town:

Matthew Karlin, 802 363-5019



Town of Morristown
PO Box 748
Morrisville, VT 05661
www.morristownvt.org
eallen@morristownvt.org

FIREWORKS PERMIT APPLICATION

Applicant Name Date Submitted

Physical/Mailing Address

Phone Email

Purpose of Fireworks Permit

Date of Fireworks Starting Time End Time Rain Date

Physical Location of Fireworks Location of Fireworks Storage

Type & Quantity of Fireworks:(Acceptable Measures of Quantity Pounds or Number of Pieces)
1.3 (Class B/Display)

1.4 (Class C/Consumer)

Company or Individual Providing Display:

If using 1.3 /Class B:

BATFE License # BATF License Type:

By Signing below I affirm that the Fireworks display will be conducted according to NFPA #1123 regulations regarding site selection, storage & performances; and the guidelines established by the Town of Morristown.

Dianna Jean Montague

For Office Use Only

Approval of Fire Chief_____Date_____
Approval of Police Chief_____Date_____
Approval of Selectboard_____Date_____

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **8-PA-073-23-7J-12122**
Chief, Federal Explosives Licensing Center (FELC) Shawn Stevens	Expiration Date: **September 01, 2027**

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
299 WILSON RD
NEW CASTLE, PA 16101-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

CEO
Position/Title

STEPHEN VITALE
Printed Name

6/2/2025
Date

Previous Edition is Obsolete

PYROTECNICO FIREWORKS INC:299 WILSON RD:16101:8-PA-073-23-7J-12122:September 01, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-7J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 01, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut Here

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-3352
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

MEMO

TO: Morristown Selectboard

FROM: Jordan St.Onge, Highway Superintendent

DATE: May 28, 2026

RE: Highway Department Equipment Repair

Description of Event

The Holder sidewalk plow was traveling slowly down Portland St towards the Bijou intersection and when it attempted to stop, the bolts holding the front axle to the body snapped. This caused the front axle to fold under the machine damaging the axle mounts, hydraulic system, brake system, and electrical system. The total repair cost was $12,373.

Root Cause

The bolts that broke are approximately 10” long and sit inside a rubber body mount. This design is a weak point that puts a large amount of stress on the long bolts. The bolts are positioned in a way that they are not visible for regular inspections.

Vendor Used

The repairs were completed at Chadwick Baross in Lancaster NH. This is the dealer that the machine was purchased from, and it is a specialty piece of equipment with very limited-service options available.

Back Up Machine and Future Options

This breakdown happened February 11, and the repairs were just recently completed due to parts availability. While the machine was out of service, the Town received free demos on 4 different machines to explore future options and finish off winter without incurring large rental costs. The machines we tried included 2 different style Bobcats, an Avant, and a Ventrac. We have also equipped our Toolcat with a used, “like new” snowblower for use

as a backup machine. None of these machines worked as effectively and efficiently as the Holder.

Unique Challenges

We have several sections of sidewalk that are only 4’ wide and have utility poles in them requiring a very narrow, articulating machine. With nearly 9 miles of sidewalk in town, we also need the machine to have a reasonably sized bed and spreader for salt.

Future Prevention

To prevent this breakdown from happening again, we will be replacing the body mount bolts at the beginning of every winter. They are relatively inexpensive when done on their own. The bolts that broke were original to the machine, and we believe age plus wear and tear was the cause.

Outlook

RE: EMAIL VERIFICATION FAILED Tegu - bids

From Donnie Blake Jr. <dblakejr@stowebuilder.com>
Date Mon 5/18/2026 7:19 PM
To John Alden <jba@scottpartners.com>; Jess Gasek <jessica@scottpartners.com>
Cc Judith Alberi <jalberi@morristownvt.gov>; Brent Raymond <braymond@morristownvt.gov>

Evening ,
I am in agreement with John.
Have a great evening,

Donald Blake Jr.
Founder | Donald P. Blake Jr., Inc.
59 Old Creamery Road Morrisville, VT 05661
802.888.3629 EXT 224

Office hours: Mon-Wed. (7am-4pm), Thurs. (7am-2pm)
I will respond as soon as possible.

From: John Alden <jba@scottpartners.com>
Sent: Monday, May 18, 2026 4:10 PM
To: Jess Gasek <jessica@scottpartners.com>
Cc: Judith Alberi <jalberi@morristownvt.gov>; Brent Raymond <braymond@morristownvt.gov>; Donnie Blake Jr. <dblakejr@stowebuilder.com>
Subject: Re: Tegu - bids

Hi All,
I have reviewed all the bids and spoken with Dave Shenk of Shenk Enterprises, the apparant low bidder. I have worked on several projects with him in the past.
We discussed the bids and are both comfortable that he has the scope covered. He is using Hathorne as the Roofer (carried by the other bidders as well).
He is putting together his idea on timing for the two scopes. He may be able to get the roofing work started very soon, or else start it in August (there is a bump in the middle while all the roofers are working on schools).
It kind of affects the attic work timing- he notes it could be quite hot in the attic until the roofing is done. He is not looking forward to having his guys in there until fall- but maybe it gets better after the roofing is done- with all that insulation to help keep the attic cool in the summer.

I think you will enjoy working with Shenk and see no reason not to award him the project as low-bidder. I look forward to your thoughts and to seeing his proposed schedule.

Best regards,

John

John B. Alden, AIA
Principal

7 Carmichael St, Suite 102
Essex, VT 05452
P 802.879.5153 Ext. 12
C 802.233-3011
www.scottpartners.com

On Mon, May 18, 2026 at 12:59 PM Jess Gasek <jessica@scottpartners.com> wrote:

> Hello Team,
> I've attached scanned copies of the three bids, as well as the bid tabulation form. We are in the process of confirming the completeness of the bids, and will follow up with our recommendation.
>
> **Jess Gasek, AIA, NCARB**
> Partner
> *(She/Her)* *Why pronouns?*
>
> 7 Carmichael St, Suite 102
> Essex, VT 05452
> P 802.879.5153
> C 802.488.0619
> www.scottpartners.com
>
> Architecture is DEI

Morristown Municipal Offices
TEGU BUILDING REROOFING & INSULATING PROJECT

Bid Tabulation Form

Friday, May 15th, 2026 - 3:00 pm at 43 Portland Street, Morrisville, VT

Bidder	Rec'd Addenda		Bid Form	Evidence of Qualifications AIA A305	Bid Bond AIA A310	Base Bid	Alternate #1	Contract Time
	1	2					Alt Roof Edge Details	
Shenk Enterprises, LLC	✓	✓	✓	✓	✓	294,000	2,000	60 days
PC Construction	✓	✓	✓	✓	✓	354,600	600	75 days
J.J.Murphy	✓	✓	✓	✓	✓	440,200	500	75 days

Project Manual

TEGU BUILDING RE-ROOFING AND INSULATING PROJECT



TOWN OF MORRISTOWN

April 17, 2026

Scott + Partners, Inc
Architects

SCOTT + PARTNERS
ARCHITECTURE

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01 3000 Administrative Requirements
01 5000 Temporary Facilities and Controls
01 6000 Product Requirements
01 7000 Execution and Closeout Requirements
01 7419 Construction Waste Management and Disposal

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DIVISION 03 -- CONCRETE N/A

DIVISION 04 -- MASONRY N/A

DIVISION 05 -- METALS N/A

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 1000 Rough Carpentry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 2100 Thermal Insulation
07 2500 Weather Barriers
07 2600 Vapor Retarders
07 5419 Polyvinyl-Chloride Roofing (PVC)
07 9200 Joint Sealants

DIVISION 08 -- OPENINGS N/A

DIVISION 09 -- FINISHES N/A

DIVISION 10 -- SPECIALTIES N/A

DIVISION 12 – FURNISHINGS N/A

DIVISION 13 -- SPECIAL CONSTRUCTION N/A

DIVISION 14 -- CONVEYING EQUIPMENT N/A

END OF SECTION

SECTION 00 1113
ADVERTISEMENT FOR BIDS

FROM:

1.01 THE TOWN OF MORRISTOWN (HEREINAFTER REFERRED TO AS OWNER):

A. Town office Address:43 Portland Street, P.O. Box 748, Morrisville, VT 05661

B. Project Name: Morristown Municipal Offices: Tegu Building - Re-roofing and Insulating Project.
Project Location: Same as above.

1.02 SCOTT + PARTNERS, INC. (HEREINAFTER REFERRED TO AS ARCHITECT):

A. Address:7 Carmichael St., Essex Junction, VT 05452

B. Office Phone: (802) 879-5153

C. Attention: John Alden, AIA or Jess Gasek, AIA

1.03 DATE: APRIL 17, 2026

1.04 TO: POTENTIAL BIDDERS

A. Qualified bidders are invited to submit an offer to The Town of Morristown for renovations to the Morristown Town Offices - The Tegu Building located at the above address before 3:00 pm local standard time on the 15th day of May, 2026, for: roofing replacment and interior thermal improvements.

B. Project Description: This project consists of two related bid scopes:
1. Removal of existing roofing and insulation down to plywood substrate. Prep and install new insulation, roof membrane and other materials indicated in the Bid Documents.
2. Thermal improvements in the attic space above the main floor level consisting of air barriers, vapor retarders, board and batt mineral wool insulation and wood stud framing.

C. Bidders shall complete the Bid Form. submit qualification materials, and provide other documents identified in the Bid Package.

D. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Architect by contacting Jess Gasek, AIA at the office number above, or by email at jess@scottpartners.com and requesting them. Documents will be emailed only. Documents may also be viewed in paper form at the Morrisville Town Offices, or downloaded from the Town Website. https://www.morristownvt.gov/administration/page/request-proposals-rfp

E. A mandatory pre-bid walkthrough will be held on site Friday, May 1, 2026. Meet on-site in the Town Offices conference room at 2:00pm.

F. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.

G. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders.

H. Submit your offer on the Bid Form provided. This form must be used, however bidders may supplement this form as appropriate.

I. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

J. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 DOCUMENT INCLUDES

A. Invitation
   1. Bid Submission
   2. Intent
   3. Work Identified in the Contract Documents
   4. Contract Time

B. Bid Documents and Contract Documents
   1. Definitions
   2. Contract Documents Identification
   3. Availability
   4. Examination
   5. Inquiries/Addenda
   6. Product/Assembly/System Substitutions

C. Site Assessment
   1. Site Examination
   2. Existing conditions

D. Qualifications
   1. Qualifications

E. Bid Submission
   1. Submission Procedure

F. Bid Enclosures/Requirements
   1. Performance Assurance
   2. Insurance
   3. Bid Form Requirements
   4. Fees for Changes in the Work
   5. Bid Form Signature
   6. Selection and Award of Alternates

G. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

INVITATION

2.01 BID SUBMISSION

A. Signed bids shall be submitted by the date and time listed in the Advertisement for Bids.

B. Offers submitted after the specified time shall be returned to the bidder unopened.

C. Offers will be opened publicly immediately after the time for receipt of bids. Bids will be opened, read aloud and recorded only. No decision or award will be issued at that time.

D. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2.02 INTENT

A. The intent of this Bid request is to obtain an offer to perform certain limited work scopes at the Morrisville Town Offices for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises re-roofing work and thermal improvements and will require renovation and demolition, including general construction Work.

2.04 CONTRACT TIME

A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.
   1. The Owner expects that the Work can be completed in 75 days calender days from a notice to proceed.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.

B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.

C. Bid, Offer, or Bidding: Act of submitting an offer under seal.

D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as the Drawings and Project Manual issued for this bid, Architect's project number 25-1825.

3.03 AVAILABILITY

A. Bid documents may be obtained via email as described in the Advertisement for Bids.

B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

A. Bid Documents may be viewed at the office of Architect, see Advertisement for Bids.

B. Bid Documents may be viewed at the office of Owner, Advertisement for Bids.

C. Upon receipt of Bid Documents, verify that documents are complete. Notify Architect should the documents be incomplete.

D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

A. Direct questions to Jess Gasek, AIA, email; jess@scottpartners.com.

B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount. Record receipt of addenda on the Bid Form.

C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.

B. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.

C. The submission shall provide sufficient information to determine acceptability of such products.

D. Provide complete information on required revisions to other work to accommodate each proposed substitution.

E. Provide products as specified unless substitutions are submitted in this manner and accepted.

F. See Section 01 6000 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

A. Examine the project site before submitting a bid. A pre-bid meeting will occur as set forth in the Advertisement for Bids. Additional visits may be possible by contacting the Town of Morrisville.

B. Minutes of the pre-bid meeting will be circulated to attendees and all known plan holders.

C. Existing conditions - Presence of Hazardous Materials: The Owner has tested the roofing for the presence of hazardous materials, including asbestos. Results were negative. Copies of the report are available upon request.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, bidders are requested to submit AIA A305.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

C. Bids shall be submitted in person or by mail to the Town Clerk's office in the Morristown Town Offices as identified in the Advertisement for Bids.

1. The clerk will time-stamp all bids received prior to the bid date and time listed in the Advertisement for Bids.

D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

E. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.02 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:

1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.

D. Include the cost of bid security in the Bid Amount.

E. After a bid has been accepted, all securities will be returned to the respective bidders .

F. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide Performance and Payment bonds in the amount of 100% of the bid amount.

B. Include the cost of Performance and Payment Bonds in the Bid Amount.

7.03 INSURANCE

A. See Section 00 7300 for insurance requirements. Include costs for stated insurance coverage in the Bid Amount.

7.04 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.

7.05 SALES AND USE TAXES

A. This municipal project is tax-exempt. Appropriate tax-exempt details will be provided to the successful bidder.

7.06 FEES FOR CHANGES IN THE WORK

A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

7.07 BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of duly authorized Partner with authority to sign for the Partnership.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

7.08 SELECTION AND AWARD

A. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to any listed Alternates and bid price adjustments.
   1. The Base Bid includes two separate (2) work scopes. See Bid Form.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance and Notice to Proceed.

END OF SECTION

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: Town of Morristown: Morristown Municipal Offices, 43 Portland St., P. O. Box 748, Morrisville, VT 05661

B. Project Name: Morristown Municipal Offices: **Tegu Building - Re-Roofing and Insulating Project**

1.02 FOR:

A. Re-roofing of the municipal office building and thermal improvements to the exterior walls

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip_____

1.05 OFFER

A. The offer is composed of TWO scopes of work as indicated below. Bidders shall provide a break-out price for each Work Scope, and a total price for all work combined.
1. There is one Alternate in Work Scope #1 for an alternative roof edge metal detail

B. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Scott + Partners, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. **Work Scope #1** – Re-Roofing: All work shown in the bid documents pertaining to removal and replacement of the roofing and roof insulation and accessories using the Base Bid roof edge details.
   a. Re-Roofing:_____ dollars ($_____)

2. **Work Scope #2** - Attic wall insulation: All work shown in the bid documents for installing air barriers, framing and insulation at the attic exterior walls:
   a. Attic Walls: _____ dollars ($_____)

3. **TOTAL BID PRICE FOR ALL BASE BID WORK:** Total of ALL WORK shown in the Bid Documents including Work Scopes 1+2 and all other costs necessary to complete both work scopes including bonds, insurance and other necessary costs.
   a. **TOTAL BID AMOUNT: _____ dollars ($_____)**

4. **ALTERNATES**: The following alternative applies to Work Scope #1: Re-Roofing only.
   a. Use Alternate Roof edge metal details for typical roof perimeter and parapet as shown in the drawings: _____ dollars ($_____)

C. We have included the required security deposit as required by the Instruction to Bidders.

D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

E. All applicable federal taxes are included and State of Vermont taxes are included in the Bid Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within seven days of receipt of Notice of Award.
   2. Furnish the required bonds within seven days of receipt of Notice of Award.
   3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the Work in _____ calendar days from Notice to Proceed. (Bidder to enter number of days.)

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE

C. Replace plywood decking - Sq. Ft. - _____

D. Replace existing roof edge blocking - Linear Ft. of 2x8 - _____

1.09 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   1. _____ percent overhead and profit on the net cost of our own Work;
   2. _____ percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
   1. Addendum # _____ Dated _____.
   2. Addendum # _____ Dated _____.

1.11 ADDITIONAL BID INFORMATION

A. The following information is requested with Bid submission:
   1. Subcontractors: Provide name of proposed subcontractors for the following work scopes.
      a. Roofing: _____
      b. Thermal Insulation: _____

1.12 BID FORM SIGNATURE(S)

The Corporate Seal of

_____

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

_____

(Authorized signing officer, Title)

(Seal)

_____

(Authorized signing officer, Title)

END OF SECTION

SECTION 00 5200
AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS THE FOLLOWING AIA AGREEMENT.

A. AIA Form A104-2017 Standard Abbreviated Form of Agreement between Owner and Contractor. Sample copies are available on line, or by requesting a copy from the Architec

B. The Architect will fill out the Agreement after the Award is made to the successful bidder.

1.03 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions, AIA A201.

B. Section 00 7300 - Supplementary Conditions, Owner's Special Requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 7200
GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS THE FOLLOWING AIA DOCUMENT.

A. AIA A201 - 2017 General Conditions are hereby made a part of this Agreement. Changes from the base document are listed in Section 00 7300 Supplementary Conditions. Sample copies are available on line, or by requesting a copy from the Architect.

B. The Architect will fill out the General Conditions and attach it to the Agreement after the Award is made to the successful bidder.

RELATED REQUIREMENTS

2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

3.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

A. See attached 00 0073A - Owner's Special Requirements, including Insurance Requirements following this page.

PART 2 PRODUCTS - NOT USED

END OF SECTION

Section 00 7300 A
Supplementary Conditions
Morristown - Tegu Building

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally- funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be

determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non- renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use

the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State- funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Morrisville Municipal Offices, Tegu Building Re-roofing and Insulation Project

B. Owner's Name: The Town of Morristown

C. Architect's Name: Scott + Partners, Inc.

D. The Project consists of certain thermal shell improvements including the tear-off and replacement of existing roofing, and the insulation of existing brick walls from the inside.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. There are two main components of the Work.
   1. Re-roofing work consisting of tear-off and reroofing of the building roof, including new insulation, edge metal, roof drain inserts and other work as shown on the drawings.
   2. Thermal improvements consisting of adding wood framing, air/vapor barriers and insulation to the interior face of the exterior masonry walls in the "Attic" level of the building.

B. Full scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

1.05 OWNER OCCUPANCY

A. Owner intends to continue to occupy all portions of the existing building during the entire construction period. There will be coordination required with the Owner for access to and work within the 2nd floor area which also contains access to the "attic space".

B. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to the roof, the "Attic" and access points to reach these areas.
   1. Locate and conduct construction activities in ways that will limit disturbance to surrounding occupied areas.

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by the Owner and the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered. Confirm all changes or temporary closures and produres with the Fire Marshal.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
   3. Site area outside the buiding is very limited, consisting mostly of space in the rear of the building. Coordinate access and use of this space with the Owner.

D. Time Restrictions:
   1. Limit conduct of especially noisy exterior work to the hours of 7:00AM and 5:00PM weekdays. Weekends with permission from the Owner/Town of Morristown.

E. Utility Outages and Shutdown:
   1. Schedule any/all necessary utility disruptions with the Owner.

2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other nearby facilities.

1.07 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Electronic document submittal service.

C. Site mobilization meeting.

D. Progress meetings.

E. Submittals for review, information, and project closeout.

F. Number of copies of submittals.

G. Requests for Interpretation (RFI) procedures.

H. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Division 0 - Bid Package and Contracting Requirements

B. Section 01 6000 - Product Requirements: General product requirements.

C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

B. Make the following types of submittals to Architect:
   1. Requests for Information (RFI).
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Correction Punch List and Final Correction Punch List for Substantial Completion.
   9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

A. Unless otherwise negotiated, all documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
   1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
   2. Contractor and Architect are required to use this service.
   3. It is Contractor's responsibility to submit documents in allowable format.

4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
6. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.

C. Project Closeout: Architect will determine when to terminate the service for the project. The Contractor is responsible for providing archive copies of files for Owner and Architect.

3.02 SITE MOBILIZATION MEETING

A. Schedule meeting at the Project site prior to Contractor occupancy.

B. Attendance Required:
1. Contractor.
2. Owner.
3. Architect.
4. Special consultants.
5. Contractor's superintendent.
6. Major subcontractors.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and building layout.
6. Security and housekeeping procedures.
7. Schedules.
8. Application for payment procedures.
9. Procedures for testing.
10. Procedures for maintaining record documents.
11. Inspection and acceptance of systems put into service during construction period.

D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
1. Contractor.
2. Owner.
3. Architect.
4. Special consultants.
5. Contractor's superintendent.
6. Major subcontractors.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of work progress.

3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of RFIs log and status of responses.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Effect of proposed changes on progress schedule and coordination.
14. Other business relating to work.

E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.04 REQUESTS FOR INFORMATION (RFI)

A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
b. Do not forward requests which solely require internal coordination between subcontractors.
2. Prepare using software provided by the Electronic Document Submittal Service.
3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Issue date, and requested reply date.
2. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
3. Annotations: Field dimensions and/or description of conditions which have engendered the request.
4. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example;

routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.

H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

3.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Design data.
   3. Shop drawings.
   4. Samples for selection.
   5. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Sustainability design submittals and reports.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Final Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7000.
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.

5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a single transmittal for related items.
   2. Transmit using approved form.
      a. Use form generated by Electronic Document Submittal Service software but grouped for related items, like all Roofing components shall be submitted in ONE submittal.
   3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
   5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
      a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
   6. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
      b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
   7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   8. Provide space for Contractor and Architect review stamps.
   9. When revised for resubmission, identify all changes made since previous submission.
   10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Submit concurrently with related shop drawing submittal.
   4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
   2. Do not reproduce the Contract Documents to create shop drawings.

D. Samples Procedures:
   1. Transmit related items together as single package.
   2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.10 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
         1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
      c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
   2. Not Authorizing fabrication, delivery, and installation:
      a. "Revise and Resubmit".
         1) Resubmit revised item, with review notations acknowledged and incorporated.
         2) Non-responsive resubmittals may be rejected.
      b. "Rejected".
         1) Submit item complying with requirements of Contract Documents.

E. Architect's and consultants' actions on items submitted for information:
   1. Items for which no action was taken:
      a. "Received" - to notify the Contractor that the submittal has been received for record only.
   2. Items for which action was taken:
      a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary telecommunications services.

C. Temporary sanitary facilities.

D. Temporary Controls: Barriers, enclosures, and fencing.

E. Vehicular access and parking.

F. Waste removal facilities and services. See also Section 01 7419 Construction Waste Management and Disposal.

1.02 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009 (Reapproved 2016).

1.03 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.

B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

B. Telecommunications services shall include:
   1. Windows-based personal computer for project telecommunications, with necessary software and printer or other means of receiving job site information.
      a. Use of Municipal Building public WiFi is permitted.
   2. Cell phone of full time job superintendent is acceptable for phone service.

1.05 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

1.06 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to ladders, lifts, or areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 FENCING

A. Construction: Contractor's option - to secure and protect construction activities and equipment from unauthorized access or use.

1.08 EXTERIOR ENCLOSURES

A. If storage units are provided, provide temporary weather tight units for storage and to prevent entry of unauthorized persons. Where provided, provide access doors with hardware and locks.

1.09 INTERIOR ENCLOSURES

A. Provide temporary partitions where necessary to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment. Coordinate location and extent with Owner and Fire Marshal.

B. Construction: Framing and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces:

C. Paint surfaces exposed to view from Owner-occupied areas.

1.10 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft. Fencing may be used- see above. Coordinate all security measures with the Owner.

1.11 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. On-site parking for construction personnel is extremely limited. Coordinate with Owner for on-site space use. provide additional off-site parking.
   1. Do not park in short-term, on-street parking spaces in front of the building.
   2. When on-site space is not adequate, existing public parking areas nearby may be used for construction parking.

1.12 WASTE REMOVAL

A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.

B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

C. Provide containers with lids. Remove trash from site periodically.

D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

A. Provide project identification sign of design and construction indicated on drawings.

B. Erect on site at location indicated.

C. No other signs are allowed without Owner permission except those required by law.

1.14 FIELD OFFICES

A. A field office or trailer is not required. Space on site is limited. Placement of any enclosed facilities on site is discouraged. Any on site office or trailer must be approved by the own
   1. The Owner will furnish meeting space for scheduled pre-construction and construction meetings.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Sustainable design-related product requirements.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Identification of Owner-supplied products.

B. Section 01 3000 - Adminstrative Requirements

C. Section 01 7419 - Construction Waste Management and Disposal:

1.03 REFERENCE STANDARDS

A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.

B. ASTM D6866 - Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis; 2016.

C. C2C (DIR) - C2C Certified Products Registry; Cradle to Cradle Products Innovation Institute; www.c2ccertified.org/products/registry.

D. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; 2017, v1.2.

E. CAN/CSA Z809 - National Standard for Sustainable Forest Management; CSA International Inc.; 2016.

F. EN 15804 - Sustainability of construction works - Environmental product declarations - Core rules for the product category of construction products; 2013.

G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made using or containing CFC's or HCFC's.
   2. Made of wood from newly cut old growth timber.
   3. Containing lead, cadmium, or asbestos.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. If used on interior, have lower emissions.

2. If wet-applied, have lower VOC content.
3. Are extracted, harvested, and/or manufactured closer to the location of the project.
4. Have longer documented life span under normal use.
5. Result in less construction waste. See Section 01 7419
6. Are made of recycled materials.
7. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
8. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
9. Are Cradle-to-Cradle Certified.
10. Have a published Environmental Product Declaration (EPD).
11. Have a published Health Product Declaration (HPD).
12. Have a published GreenScreen Chemical Hazard Analysis.
13. Have a published Manufacturer's Inventory of Chemical Content.

2.02 PRODUCT OPTIONS

A. To the greatest extent possible, this project is intended to be non-proprietary except where specifically noted otherwise. Products meeting the contract requirements identified in the drawings or specifications shall be considered as follows.
   1. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
   2. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, or submit a request for a substitution. See Section 01 3000 for Substitution Procedures for obtaining approval for equal or better than equal products.
   3. Products Specified with "No substitutions allowed" or "Substitutions not permitted": prior approval for this designation has been optained. Submit specified product. See Instructions to Bidders for additional information.

PART 3 EXECUTION

3.01 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTION

A. Provide protection of stored materials and products against theft, casualty, or deterioration.

B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
   1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.

C. Store and protect products in accordance with manufacturers' instructions.

D. Store with seals and labels intact and legible.

E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.

F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

G. For exterior storage of fabricated products, place on sloped supports above ground.

H. Provide off-site storage and protection when site does not permit on-site storage or protection.
   1. If off-site storage is utilized, provide evidence of satisfactory arrangements including bonded warehouse, insurance or other arrangements acceptable to the Owner. Execute a formal supplemental agreement between Owner and Contractor allowing off-site storage, for each occurrence.

I. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

J. Comply with manufacturer's warranty conditions, if any.

K. Do not store products directly on the ground.

L. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

M. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

N. Prevent contact with material that may cause corrosion, discoloration, or staining.

O. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

P. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition.

C. Pre-installation meetings.

D. Cutting and patching.

E. Surveying for laying out the work.

F. Cleaning and protection.

G. Starting of systems and equipment.

H. Demonstration and instruction of Owner personnel.

I. Closeout procedures, including Contractor's Correction Punch List and closeout submittals.

J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 3000 - Administrative Requirements: Submittals procedures.

C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.

D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.

E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

F. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
   2. Identify demolition firm and submit qualifications.
   3. Include description of work flow and dust, debris containment.
   4. Include a summary of safety procedures.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project Building.
   2. Integrity of weather exposed or moisture resistant element, including the roofing.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.

d. Description of proposed work and products to be used.
e. Effect on work of Owner or separate Contractor.
f. Written permission of affected separate Contractor.
g. Date and time work will be executed.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

A. For demolition work, employ a firm specializing in the type of work required.
1. Minimum of three (3) years of documented experience.

B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
3. Removal of debris and demolition materials, including roofing materials, shall be managed by means of enclosed chutes and covered dumpsters or other accepted methods.

D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes pneumatic hammers and diesel engines.
2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.

E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

F. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

A. See Section 01 1000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

A. Verify locations of survey Benchmark(s) or project control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. For attic work, establish a minimum of two permanent bench marks on the building interior, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Grid or axis for structures.
   2. Building foundation, column locations, ground floor elevations.

H. Use bench marks to guild and align installation of new work.

I. Periodically verify layouts by same means.

J. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify existing construction and components prior to the start of work.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 after coordination with the Owner and Fire Marshal.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Provide temporary and/or permanent bracing where required to maintain building integrity or support existing building components during and/or after demolition and removals.
      a. Provide engineering and design calculations for all proposed shoring and bracing.
      b. Do not cut or demolish building components prior to installing necessary shoring and bracing.

4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
6. Where damaged or deteriorated existing materials are discovered, notifiy architect and Owner for review and instruction. See RFI procedures in Section 01 3000.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Verify that abandoned services serve only abandoned facilities.
3. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.

G. Adapt existing work to fit new work: Make as neat and smooth transition as possible. See Cutting and Patching below.

H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

J. Clean existing systems and equipment.

K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

L. Do not begin new construction in alterations areas before demolition is complete. If necessary, propose phasing and review with Owner and architect.

M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for installation of new work, or for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.

7. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

E. Comply with Section 01 7419 - Construction Waste Management and Disposal.

3.09 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.

G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Prohibit traffic from landscaped areas.

I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

A. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up (equipment) or acceptance of installed materials and start of warranty period (systems- including roofing).

B. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.

B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.12 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

A. Execute final cleaning after Substantial Completion but before making final application for payment.

B. Use cleaning materials that are nonhazardous.

C. At all areas impacted by the project, including areas within the existing building used for accessing clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Clean filters of operating equipment.

G. Clean debris from roofs, scuppers, overflow drains, and exterior areas where impacted by the construction work.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury. See Section 01 7419.

3.14 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Architect and Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect and Owner's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in

accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Owner will occupy all of the building as specified in Section 01 1000.

F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

J. Submit all warranties, O+M Manuals, test reports, commissioning reports, final application for payment, and other closeout submittals listed in the specifications.

3.15 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
   1. Aluminum and plastic beverage containers.
   2. Corrugated cardboard.
   3. Wood pallets.
   4. Clean dimensional wood.
   5. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
   6. Glass.
   7. Plastic buckets.

E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.

F. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

D. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Submit Waste Management Plan early in the construction cycle. Reivew with Owner and local authorities. Update with improvements where possible.

C. Waste Management Plan: Include the following information:
   1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
   2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
   3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
   4. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
   5. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.

D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Pre-construction meeting.
   2. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

G. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

H. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Non-structural dimension lumber framing.

B. Miscellaneous framing and sheathing.

C. Concealed wood blocking, nailers, and supports.

D. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

A. Section 07 2500 - Weather Barriers: Air and weather resistive barriers.

B. Section 07 2600 - Vapor Retarders

C. Section 07 5419 - Polyvinyl-Chloride Roofing (PVC) for all perimeter blocking and wood associated with the roofing work.

D. Section 07 6200 - Sheet Metal Flashing and Trim: Sill flashings.

E. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based wall panels and assembies.

1.03 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. PS 20 - American Softwood Lumber Standard; 2015.

F. SPIB (GR) - Grading Rules; 2014.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Miscellaneous Dimension Lumber where shown for non-structural use: Comply with PS 20 and requirements of specified grading agencies.
   1. Species: Douglas Fir-Larch, unless otherwise indicated.
   2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
   3. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

B. Lumber fabricated from old growth timber is not permitted.

2.02 NON-STRUCTURAL MISCELLANEOUS DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).

B. Grading Agency: Western Wood Products Association; WWPA G-5.

C. Moisture Content: S-dry or MC19.

D. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
   1. Species: Any allowed under referenced grading rules.
   2. Grade: No. 2.

E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 ACCESSORIES

A. Fasteners and Anchors:
   1. See Structural drawings for all structural fasteners, connections plates and anchors.
   2. Non-structural acessories:
      a. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
      b. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

B. Water-Resistive Barrier: As specified in Section 07 2500.

C. Vapor Retarder: As specified in Section 07 2600.

PART 3 EXECUTION

3.01 PREPARATION

A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 FRAMING INSTALLATION

A. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

B. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AWC (WFCM) Wood Frame Construction Manual.

C. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.

D. Provide continuous solid wood top plates or fire blocking at the top of all walls. Air seal joints at perimeter to minimize air leakage.

E. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

F. Where directed for future corridor openings, frame openings at top plate and infill down to scheduled door openings.

3.04 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

3.05 TOLERANCES

A. Framing Members: 1/4 inch (6 mm) from true position, maximum.

B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.06 CLEANING

A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
   1. Comply with applicable regulations.
   2. Do not burn scrap on project site.

B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Semi-Rigid board insulation at inside of exterior masonry walls in attic.

B. Batt insulation at inside of exterior wall construction.

C. Accessories related to insulating assemblies.

D. Coordination with Air Barriers and Vapor Retrarders specified in other Sections.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation. Composite sheathing panels comprised of rigid insulation bonded to coated sheathing (Zip sheathing).

B. Section 07 2500 - Weather Barriers

C. Section 07 2600 - Vapor Retarders

1.03 REFERENCE STANDARDS

A. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013.

B. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 QUALITY ASSURANCE

1.06 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 SEE MATERIALS BELOW

2.02 APPLICATIONS

A. Insulation on Inside of Masonry Exterior Walls: Mineral fiber board.

B. Insulation on Inside of Masonry Exterior Walls in stud cavities: Mineral fiber Batts.

2.03 FOAM BOARD INSULATION MATERIALS

A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
   1. Classifications:
      a. Type I: Faced with aluminum foil on both major surfaces of the core foam.
         1) Class 1 - Non-reinforced core foam.
         2) Compressive Strength: 16 psi (110 kPa), minimum.
         3) Thermal Resistance, R-value (RSI-value): At 1-1/2 inch (38.1 mm) thick; 9.0 (1.59) at 75 degrees F (24 degrees C).

2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
4. Board Size: 48 inch by 96 inch (1220 mm by 2440 mm).
5. Board Thickness: as necessary to acheive R-Value indicated.
6. Board Edges: Square.
7. Manufacturers:
   a. Atlas Roofing Corporation; ACFoam-II Polyiso Roof Insulation: www.atlasroofing.com/#sle.
   b. Dow Chemical Company; THERMAX Brand _____: www.dowbuildingsolutions.com/#sle.
   c. GAF; EnergyGuard Polyiso Insulation: www.gaf.com/#sle.
   d. Johns Manville; AP Foil-Faced: www.jm.com/#sle.
   e. Substitutions: See Section 01 6000 - Product Requirements.

2.04 FIBERBOARD INSULATION MATERIALS

A. Mineral Fiberboard Insulation: Rigid or semi-rigid mineral fiber, ASTM C612 or ASTM C553; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
   1. Board Size: 24 by 48 inches (610 by 1220 mm) or sized to fit stud cavity shown.
   2. Board Thickness: 1-1/2 inches (37.5 mm) in number of layers indicated on drawings.
   3. Thermal Resistance: R-value (RSI-value) of 4.2 degrees F hr sq ft/Btu (0.74 K sq m/W) per inch at 75 degrees F (24 C), minimum, when tested according to ASTM C518.
   4. Maximum Density: 8.0 pounds per cubic foot (128 kg/cu m), nominal.
   5. Manufacturers:
      a. Johns Manville; MinWool Safing: www.jm.com/#sle.
      b. Thermafiber, Inc; RainBarrier: www.thermafiber.com/#sle.
      c. ROCKWOOL (ROXUL, Inc); CAVITYROCK: www.rockwool.com/#sle. Basis of Design.
      d. Substitutions: See Section 01 6000 - Product Requirements.

2.05 BATT INSULATION MATERIALS

A. Mineral Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
   1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
   2. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.
   3. Unfaced batts.
   4. Thermal Resistance: R-value (RSI-value)13 or as indicated on the drawings.
   5. Thickness: As indicated on the drawings.
   6. Manufacturers:
      a. Johns Manville; MinWool Sound Attenuation Fire Batts: www.jm.com/#sle.
      b. ROCKWOOL (ROXUL, Inc); COMFORTBATT: www.rockwool.com/#sle. Basis of Design.
      c. Thermafiber, Inc; SAFB: www.thermafiber.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.

2.06 ACCESSORIES

A. Fluid applied Air Barrier: Specified in Section 07 2500.

B. Sheet Vapor Retarder, Class 2, specified in Section 07 2600.

C. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

B. Verify substrate surfaces are flat, free of honeycomb, fins, or irregularities.

3.02 BOARD INSTALLATION AT INTERIOR SIDE OF EXTERIOR MASONRY WALLS

A. Coordinate with installation of fluid applied air barrier on masonry substrate.

B. Secure impale fasteners to substrate at following frequency:
   1. Six (6) per insulation board or as recommended by insulation manufacturer.

C. Install boards horizontally on walls.
   1. Install in running bond pattern.
   2. Install in two layers, minimum. Stagger joints.
   3. Butt edges and ends tightly to adjacent boards and to protrusions.
   4. Place impale fastener locking discs.

D. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BATT INSTALLATION

A. Install insulation behind and in stud wall cavity as shown on the drawings.

B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.

C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

D. Friction fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

E. After all batt insulation is in place, install Vapor Retarder specified in Section 07 2600. Follow all manufacturer's instructions for proper installation and sealing to adjacent components/ systems.

F. Coordinate work of this section with requirements for vapor retarder specified in Section 07 2600.

G. Coordinate work of this section with construction of air barrier seal specified in Section 07 2500.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for additional requirements.

B. Coordination of Air Barrier and Vapor Retarder observation and testing:
   1. Cooperate with third party testing by the Owner, if scheduled.
   2. Allow access to air barrier work areas and staging.
   3. Do not cover air barrier work until inspected, tested, and accepted.

3.05 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

SECTION 07 2500
WEATHER BARRIERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Air Barriers: Materials that form a system to stop passage of air through exterior walls, joints between exterior walls and roof, and joints around frames of openings in exterior walls.

1.02 RELATED REQUIREMENTS

A. Section 03 3000 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.

B. Section 07 2100 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.

C. 07 2600 - Vapor Retarders

D. Section 07 5419 Polyvinyl-Chloride Roofing (PVC): Vapor retarder installed as part of roofing system.

E. Section 07 9200 - Joint Sealants: Sealing building expansion joints.

1.03 DEFINITIONS

A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.

B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.

C. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
   1. Water Vapor Permeance: For purposes of conversion, 57.2 ng/(Pa s sq m) = 1 perm.

1.04 REFERENCE STANDARDS

A. AATCC Test Method 127 - Water Resistance: Hydrostatic Pressure Test; 2014.

B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016.

C. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2017.

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.

F. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on material characteristics.

C. Shop Drawings: Provide drawings of special joint conditions.

D. Manufacturer's Installation Instructions: Indicate preparation and installation methods.

1.06 QUALITY ASSURANCE

A. Air Barrier Association of America (ABAA) Evaluated Materials Program (EAP); www.airbarrier.org/#sle: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture, and use secondary materials approved for use by primary material manufacturer.

1.07 FIELD CONDITIONS

A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

A. Air Barrier:
   1. On outside surface of sheathing of exterior walls use air barrier sheet, self-adhesive type.

B. Interior Vapor Retarder:
   1. On inside face of masonry and concrete walls use vapor retarder coating.

2.02 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

A. Air Barrier, Fluid Applied: Vapor permeable, elastomeric waterproofing.
   1. Air Barrier Coating:
      a. Material: Silica-fortified rubber.
      b. Air Permeance: 0.001 cubic feet per minute per square foot (0.005 L/s/sq m), maximum, when tested in accordance with ASTM E2178.
      c. Water Vapor Permeance: Between 12 and 20 perms when tested in accordance with ASTM E96/E96M, Procedure B.
      d. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
      e. Nail Sealability: Pass, when tested in accordance with ASTM D1970/D1970M.
      f. VOC Content: 100 g per L or less.
      g. Sealants, Tapes and Accessories: As recommended by coating manufacturer.
      h. Manufacturers:
         1) Henry Company; Air-Bloc 17MR: www.henry.com/#sle.
         2) Tremco ExoAir 230; www.tremcosealants.com
         3) Substitutions: See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES

A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.

B. Thinners and Cleaners: As recommended by material manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Install materials in accordance with manufacturer's instructions.

B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.

C. Apply sealants and adhesives within recommended application temperature ranges. Consult manufacturer if temperature is out of this range.

D. Coatings:
   1. Prepare substrate in manner recommended by coating manufacturer; treat joints in substrate and between dissimilar materials as recommended by manufacturer.

E. Openings and Penetrations in Exterior Weather Barriers:
   1. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
   2. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for additional requirements.

B. Follow manufacturer's instructions.

C. Do not cover installed weather barriers until required inspections have been completed.

D. Coordinate testing of air barrier by third party. Schedule testing when appropriate to level of completed work but while access to repairs or improvements can still be made.

3.05 PROTECTION

A. Protect as recommended by manufacturer. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07 2600
VAPOR RETARDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vapor retarders.

1.02 RELATED REQUIREMENTS

A. Section 06 1000 - Rough Carpentry: Vapor retarders on exterior wall sheathing.

B. Section 07 2100 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.

1.03 DEFINITIONS

A. Vapor Retarder: Airtight barrier made of material that is relatively water vapor impermeable, to degree specified, with seams and joints sealed to adjacent surfaces.

B. Vapor Retarder Class: A measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class is defined using Procedure A, Desiccant Method at 73 degrees F (23 degrees C) and 50 percent Relative Humidity (RH), in accordance with ASTM E96/E96M and ICC (IBC)-2018, as follows:
   1. Class I: 0.1 perm or less.
   2. Class II: Greater than 0.1 perm to 1.0 perm.
   3. Class III: Greater than 1.0 perm to 10 perms.
   4. Vapor Permeable: 5 perms or greater.

1.04 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

B. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.

C. ICC (IBC)-2018 - International Building Code; 2018.

D. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials; 2017.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on material characteristics, performance criteria, and limitations.

C. Shop Drawings: Provide drawings of special joint conditions.

D. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.07 FIELD CONDITIONS

A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

PART 2 PRODUCTS

2.01 VAPOR RETARDERS

A. Vapor Retarder Sheet: Polyethelene copolymer sheet with fleece layer intended for use with unfaced, vapor-permeable insulation such as fiberglass and mineral wool in wall and ceiling cavities.
   1. Thickness: 16 mils.

2. Water Vapor Permeance: 0.23 perms, maximum, when tested in accordance with ASTM E96/E96M using Desiccant Method. Other methods will show a variable perm rating.
3. Surface Burning Characteristics: Smoke developed index of 450 or less, and flame spread index of 25 or less, Class A, when tested in accordance with ASTM E84.
4. Products:
   a. ProClima: Intello Plus:
   b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ACCESSORIES

A. Sealants, Tapes, and Accessories for Sealing Vapor Retarder and Adjacent Substrates: As indicated, complying with vapor retarder manufacturer's installation instructions.

B. Sealant for Cracks and Joints in Substrates: Resilient elastomeric joint sealant compatible with substrates and vapor retarder materials.
   1. Application: Apply at 30 to 40 mil, 0.030 to 0.040 inch (0.76 to 1.02 mm), nominal thickness.

C. Flexible Flashing: Self-adhering or mechanically-attached flashing used for wall penetrations in accordance with ICC-ES AC148 requirements.

D. Liquid Flashing: One part, fast curing, nonsag, elastomeric, gun grade, trowelable.

E. Sheet Membrane Mounting Tape: Double-sided strip of pressure-sensitive tape, acrylic adhesive reinforced with embedded fiber-strand carrier layer and plastic backing.
   1. Width: 3/4 inch (19 mm).
   2. Roll Length: 164 feet (50 m).
   3. Thickness: 14 mil, 0.014 inch (0.356 mm).

F. Attachment Battens: Galvanized steel bars with anchors of same material.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and conditions comply with requirements of this section.

3.02 PREPARATION

A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

A. Install materials in accordance with manufacturer's installation instructions.

B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.

C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.

D. Mechanically Fastened Sheets - Vapor Retarder On Interior:
   1. When insulation is installed within assembly, install vapor retarder over insulation.
   2. Anchor to wood framing using large-headed nails or staples at 12 to 18 inches (305 to 460 mm) on center along each framing member covered; cover fasteners with seam tape.
   3. Anchor to metal framing using seam tape, adhering at least one-half of tape width to metal substrate.
   4. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, providing an airtight seal.
   5. Locate laps at framing members; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet in shingle fashion to shed water.
   6. Seal entire perimeter to structure, window and door frames, and other penetrations.
   7. Where conduits, pipes, wires, ducts, outlet boxes, and other items are installed within insulation cavity, pass vapor retarder sheet behind these items and over insulation to maintain airtight seal.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements for additional requirements.

B. Owner's Inspection and Testing: Cooperate with Owner's testing agency.
   1. Allow access to work areas and staging.
   2. Notify Owner's testing agency in writing of schedule for work of this section to allow sufficient time for testing and inspection.
   3. Do not cover work of this section until testing and inspection is accepted.

C. Do not cover installed vapor retarders until required inspections have been completed.

3.05 PROTECTION

A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07 5419
POLYVINYL-CHLORIDE ROOFING (PVC) - ELEVATE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. PVC membrane roofing system.

B. Cover board.

C. Insulation.

D. Vapor retarder.

E. Evaluation and potential remedial wood deck repair.

F. Parapet cap

G. Drain inserts

1.02 BASIS OF DESIGN

A. Elevate (Firestone) is used as the basis of design. References made to proprietary materials or warranties may be used to set the standard expected. It is not meant to be exclusive. Other manufactures as listed below may be used provided they meet the criteria and standards outlined in this section.

1.03 REFERENCE STANDARDS

A. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.

B. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.

C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).

D. ASTM C209 - Standard Test Methods for Cellulosic Fiber Insulating Board; 2015.

E. ASTM C473 - Standard Test Methods for Physical Testing of Gypsum Panel Products; 2016.

F. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2017.

G. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.

H. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2017.

I. ASTM D1079 - Standard Terminology Relating to Roofing and Waterproofing; 2016.

J. ASTM D1621 - Standard Test Method for Compressive Properties Of Rigid Cellular Plastics; 2016.

K. ASTM D1622 - Standard Test Method for Apparent Density of Rigid Cellular Plastics; 2020.

L. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2017.

M. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.

N. ASTM D4434/D4434M - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing; 2021.

O. ASTM D5147/D5147M - Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material; 2018.

P. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

Q. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.

R. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016a.

S. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces; 2011.

T. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

U. NRCA (RM) - The NRCA Roofing Manual; 2018.

V. PS 1 - Structural Plywood; 2009.

W. PS 20 - American Softwood Lumber Standard; 2015.

X. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2011.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate with installation of associated counter flashings and roof drainage components installed under this or other sections.
   2. Coordinate installation with adjacent flashing and air barrier systems for compatibility and continuity.

B. Preinstallation Meeting: Convene one week before starting work of this section.
   1. Agenda:
      a. Schedule and Sequence of construction.
      b. Coordination with substrate preparation.
      c. Roofing materials approved for use.
      d. Compatibility of materials.
      e. Construction details.
      f. Roof access and staging
      g. Safety
   2. Require attendance of parties directly influencing roofing work quality or affected by roofing work performance.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

B. Product Data: For all components.
   1. Provide membrane manufacturer's printed data showing roofing system components, including insulation and fasteners, comply with specified requirements and with membrane manufacturer's requirements and recommendations for system type specified; include data for each product used in conjunction with roofing membrane.
   2. Provide documentation showing roofing system is UL classified where UL requirements are specified; include data itemizing classified or approved system components.

C. Shop Drawings: Indicate membrane manufacturer's standard details, drawn to scale and customized for project for relevant conditions.
   1. Include flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
   2. For tapered insulation, indicate project-specific layout, slopes, thicknesses and dimensions.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

E. Installer's qualification statement.

F. Executed warranty; Submit after final inspection, prior to final payment.

G. Specimen Warranty: Submit prior to starting work.

1.06 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of this section with minimum five years of documented experience installing specified system and having the following:
   1. Current Elevate Master Contractor status.
   2. Capability to provide payment and performance bond to Owner.

B. Documents at Project Site: Maintain at project site one copy of manufacturer's installation instructions.

1.07 DELIVERY, STORAGE, AND HANDLING

A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.

B. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.

C. Store materials clear of ground and moisture with weather-protective covering.

D. Keep combustible materials away from ignition sources.

E. Ensure storage and staging of materials does not exceed static and dynamic loadbearing capacities of roof decking.

F. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather or when ambient conditions conflict with manufacturer's installation instructions.

B. Schedule applications so no partially completed sections of roof are left exposed at end of workday.

1.09 WARRANTY

A. See Section 01 7000 for additional warranty requirements.

B. Comply with warranty procedures required by manufacturer, including notifications, scheduling, and inspections.

C. Manufacturer Warranty: Full system warranty; 20-year Red Shield or similar limited warranty covering membrane, roof insulation, and membrane accessories.
   1. Liability Limit: No dollar limitation.
   2. Scope of Coverage: Repair leaks in roofing system caused by:
      a. Ordinary wear and tear of elements.
      b. Manufacturing defects in Elevate brand materials.
      c. Defective workmanship used to install materials.
      d. Damage due to winds up to 72 mph (116 km/hr).
   3. Not Covered:
      a. Damage to winds over specified speed.
      b. Intentional damage.

D. Metal Roof Edging System Warranty: Include edge metals in membrane manufacturer's full system warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Membrane Roofing System:
   1. Basis of Design: **Elevate MAX PVC**: www.holcimelevate.com/#sle.
   2. Other acceptable manufacturers:
      a. Sika - Sarnafil - www.usa.sika.com/sarnafil/
      b. Johns Mansville - www.jm.com/

B. Insulation Manufacturer: Same manufacturer as roof membrane.

C. Substitutions: See Section 01 6000 - Product Requirements.

D. Source Limitations: Furnish products produced by single manufacturer.

2.02 PVC MEMBRANE ROOFING SYSTEM

A. Description: Reinforced PVC single-ply membrane.
   1. Membrane Attachment: Fully adhered.
   2. Warranty: Full system warranty; 20-year Red Shield limited warranty covering membrane, roof insulation, membrane accessories, and metal edging and coping.
   3. Slope: Existing roof deck is sloped to north and south parapet walls. Provide tapered insulation boards to along these sides as indicated on the drawings.
   4. Provide roofing system designed to withstand wind uplift forces as calculated using ASCE-7-16. Ultimate wind speed used in design shall be 115 MPH.
      a. Corners shall be designed to withstand an ultimate uplift load of 69 psf.
      b. Perimeter shall be designed to withstand an ultimate uplift load of 50 psf.
      c. Field shall be designed to withstand an ultimate uplift load of 38 psf.
   5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A fire hazard classification.

B. System Components: from top of roof down:
   1. Membrane: Thickness as specified below.
   2. Cover Board: High-density polyisocyanurate; 1/2 inch (12 mm) thick; mechanically fastened.
   3. Insulation: Polyisocyanurate foam board: Mechanically fastened.
      a. Maximum Board Thickness: 3 inches (75 mm); use as many layers as necessary; stagger joints in adjacent layers.
      b. Total System R-Value -including insulation and cover boar: R-40 (LTTR values), minimum.
      c. Crickets: Tapered insulation of same type as specified for top layer; slope as indicated.
   4. Vapor Retarder: Self-adhering membrane, over Recover board.
   5. Recover Board: Gypsum-based board, 1/4 inch (6 mm) thick; mechanically fastened to existing roof deck (plywood).

2.03 MEMBRANE MATERIALS

A. Membrane: Flexible, heat-weldable sheet composed of PVC thermoplastic; comply with ASTM D4434/D4434M, with polyester weft-inserted reinforcement and the following additional characteristics:
   1. Thickness: 60 mils, 0.06 inch (1.52 mm) plus or minus 10 percent.
   2. Sheet Width: Provide widest available sheets to minimize field seaming.
   3. Color: White.
   4. Solar Reflectance: 0.86, minimum, when tested in accordance with ASTM E1980.
   5. Products:
      a. Elevate; MAX PVC: Basis of Design

B. Bonding Adhesive: Manufacturer's recommended bonding adhesive, formulated for compatibility with membrane and other substrate materials, including masonry, wood, and insulation facings.

C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge eliminating need for seam sealing flashing-to-roof splice; precut to 18 inches (457 mm) wide.

D. Formable Flashing: Nonreinforced, flexible, heat-weldable sheet, composed of thermoplastic PVC.
   1. Reinforced Membrane: Same material, color, and thickness as roof membrane for curbs, walls, and penetrations.
   2. Nonreinforced Membrane: For use at multi-angled intersections, sealant pockets, and other conditions impractical for reinforced membrane application.

3. Product: Elevate; PVC Flashing.

E. Pourable Sealer: Manufacturer's recommended two-part polyurethane, two-color for reliable mixing.

F. Cut Edge Sealant: Use manufacturer's recommended sealant for exposed membrane reinforcement.

G. General Purpose Sealant: Manufacturer's recommended, one part, white.

H. Molded Flashing Accessories: Nonreinforced PVC membrane premolded to suit variety of flashing details, including pipe boots, inside corners, outside corners, etc.

I. Roof Walkway Pads: Nonreinforced PVC walkway pads, 30 inches (760 mm) wide with patterned traffic-bearing surface.
   1. Product: Elevate; PVC Walkway Pads.

2.04 COVER BOARDS

A. High-Density Polyisocyanurate Cover Board: Water-resistant, high-density, closed-cell polyisocyanurate core with coated glass mat facers complying with ASTM C1289, Type II, Class 4, and the following characteristics:
   1. Thermal Value: R-value (RSI-value) of 2.5 (0.44), when tested in accordance with ASTM C518 and ASTM C177.
   2. Surface Water Absorption by Volume: 3 percent, maximum, when tested in accordance with ASTM C209.
   3. Density: 5 pcf (80 kg/cu m), when tested in accordance with ASTM D1622.
   4. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
   5. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D3273 for minimum of four weeks.
   6. Product: Elevate; ISOGARD HD Cover Board.

B. Glass-Mat Faced Gypsum Recover Boards: Noncombustible, water-resistant gypsum core with embedded glass mat facers, complying with ASTM C1177/C1177M, with the following additional characteristics:
   1. Water Absorption: 10 percent maximum, when tested in accordance with ASTM C473.
   2. Surface Burning Characteristics: Flame spread index of 0, smoke developed index of 0, when tested in accordance with ASTM E84.
   3. Combustibility: Noncombustible, when tested in accordance with ASTM E136.
   4. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D3273 for minimum of four weeks.
   5. Products:
      a. Georgia-Pacific; DensDeck: www.buildgp.com/densdeck/#sle.
      b. USG; Securock UltraLight Glass-Mat Roof Board: www.usg.com/#sle.

2.05 INSULATION

A. Polyisocyanurate Board Insulation: Closed-cell polyisocyanurate foam laminated to facers, complying with ASTM C1289, Type II, Class 1, with the following additional characteristics:
   1. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM D1621.
   2. Ozone Depletion Potential: Zero; made without CFC- or HCFC-blowing agents.
   3. Recycled Content: 19 percent post-consumer and 15 percent pre-consumer, post-industrial, average.
   4. Products:
      a. Elevate; ISO 95+ GL.

B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty; use only fasteners furnished by roof membrane manufacturer.

2.06 VAPOR RETARDER MATERIALS

A. Self-Adhering Membrane Vapor Retarder: SBS-modified bitumen adhesive, factory-laminated to tri-laminate woven, high-density polyethylene top surface with release liner.
   1. Thickness: 30 mils, 0.03 inch (0.762 mm), minimum.
   2. Low-Temperature Flexibility: 0.0325 inch (0.826 mm) at minus 30 degrees F (minus 34 degrees C) when tested in accordance with ASTM D5147/D5147M.
   3. Air Permeance: 0.004 cfm/sq ft (0.02 L/(sec/sq m)), maximum, when tested in accordance with ASTM E2178.
   4. Water Vapor Permeance: 0.04 perm (2.5 ng/(Pa s sq m)), maximum, when tested in accordance with ASTM E96/E96M using Procedure B - Water Method.
   5. Water Penetration Resistance around Nails: Pass, when tested in accordance with ASTM D1970/D1970M.
   6. Product: Elevate; V-Force.

2.07 METAL ACCESSORIES

A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
   1. Basis of Design: Elevate Drip edge. See drawings for extent.
   2. Wind Performance:
      a. Membrane Pull-Off Resistance: 100 lb/ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-1.
      b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-2.
   3. Fascia Face Height: Typical: 6" nominal. See drawings for variations.
   4. Fascia Material and Finish: 24-gauge, 0.024-inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
   5. Length: 144 inches (3650 mm).
   6. Anchor Bar Cleat: 20-gauge, 0.036-inch (0.9 mm) galvanized steel with prepunched holes.
   7. Fasteners: Factory-provided corrosion-resistant fasteners with drivers; no exposed fasteners permitted.
   8. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps where indicated; minimum 14-inch (355 mm) long legs on corner pieces.

B. Parapet Copings: Formed metal coping with galvanized steel anchor/support cleats for capping parapet wall; watertight, maintenance free, without exposed fasteners; butt type joints with concealed splice plates; mechanically fastened as indicated on drawings; Elevate PTCF.
   1. Basis of Design: Elevate Copings. See drawings for extent.
   2. Wind Performance:
      a. At least minimum required when tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3.
   3. Profile: Standard, sloped back to building. See drawings.
   4. Material and Finish: 24-gauge, 0.024-inch (0.06 mm) thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
   5. Dimensions:
      a. Wall Width: As indicated on drawings.
      b. Length: Minimum 144 inches (3650 mm).
   6. Anchor or Support Cleats: 20-gauge, 0.036-inch (0.9 mm) thick prepunched galvanized cleat with 12-inch (305 mm) wide stainless steel spring mechanically locked to cleat at 72 inches (1820 mm) on center.

7. Fasteners: Factory-provided corrosion-resistant fasteners, with drivers; no exposed fasteners permitted.

2.08 ACCESSORIES

A. Wood Nailers: PS 20 dimension lumber, Structural Grade No.2 or higher-grade, Southern Pine, Douglas Fir, or PS 1, APA Exterior Grade plywood.
   1. Do not use asphaltic or creosote-treated lumber.
   2. Do not use lumber treated with wood preservatives, such as pentachlorophenol, copper naphthenate, or copper 8-quinolinolate.
   3. Width: 6", nominal minimum, or as indicated on the drawings, but no less than the width of the nailing flange of roof accessory attached.
   4. Thickness: Same as thickness of roof insulation.

B. Roof Drain Inserts: Provide new roof drain inserts, Zurn model RD2150 or equal.
   1. Size 4". Verify in field.
   2. Install at all existing drain locations.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine roof deck to determine deck is sufficiently rigid to support installers and mechanical equipment so deflection will not strain or rupture roof components or deform deck.

B. Verify surfaces and site conditions are ready to receive work. Correct defects in substrate before commencing with roofing work.

C. Examine roof substrate to verify adequate slope to drains.

D. Verify specifications and drawing details are workable and not in conflict with roofing manufacturer's recommendations and instructions; start of work constitutes acceptable project conditions and requirements.

3.02 PREPARATION - GENERAL

A. Remove existing roof system down to roof deck, including existing composition base flashings. Dispose of materials in accordance with federal, state, and local regulations.
   1. At penetrations, remove existing flashings, including lead, asphalt, and mastic.
   2. Remove loose and unsecured flashings at walls, curbs, and other vertical and sloped surfaces; remove mineral surfaced and coated flashings; remove excessive asphalt to provide smooth, sound surface for new flashings.

B. Take appropriate measures to ensure fumes from adhesive solvents are not drawn into building through air intakes.

C. Do not start work until preinstallation notice has been submitted to manufacturer.

D. Before proceeding, ensure roof surface is clean, dry, and smooth and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease, and other materials that may damage or interfere with performance of new roofing layers.

E. Fill surface voids in immediate substrate greater than 1/4-inch (6 mm) wide with fill material insulation approved by membrane manufacturer.

F. Wood Nailers: Provide wood nailers at perimeters and other locations where indicated on drawings.
   1. Install with 1/8-inch (3 mm) gap between each length and at each change of direction.

G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
   1. Protect from spills and overspray from bitumen, adhesives, sealants, and coatings.
   2. Protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within range of windborne overspray.

3. Protect finished areas of roofing system from roofing-related work traffic and traffic by other trades.

3.03 PREPARATION - WOOD DECK

A. Verify wood decking edges are supported and deck surfaces are flat. Fill and treat knot holes with latex filler.

B. Replace any damaged or wet decking in kind.

3.04 INSTALLATION - GENERAL

A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for specified roofing system. Where manufacturer provides no instructions or recommendations, follow NRCA (RM) written requirements and industry standards. Comply with federal, state, and local regulations.

B. Obtain relevant instructions and maintain copies at project site for duration of installation period.

C. Provide temporary closures to ensure moisture does not damage completed roofing. Use flashings, terminations, and temporary closures to provide watertight installation.

3.05 INSTALLATION - VAPOR RETARDER

A. After installation of Recover board in accordance with manufacturer's instructions, prime unprimed substrates using primer supplied by membrane manufacturer.

B. Install vapor retarder in accordance with manufacturer's written instructions.

C. Ensure penetrations and edge conditions are sealed to prevent moisture and air drive into roofing system.

3.06 INSTALLATION - INSULATION

A. Install insulation in accordance with manufacturer's instructions.

B. Install only as much insulation as can be covered with completed roofing system before end of day's work or before onset of inclement weather.

C. Lay roof insulation in courses parallel to roof edges.

D. Neatly and tightly fit insulation to penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with manufacturer's recommended insulation. Do not leave roofing membrane unsupported over space greater than 1/4 inch (6 mm).

E. Mechanical Fastening: Using specified fasteners and insulation plates, engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer.

3.07 INSTALLATION - COVER BOARD

A. Install in accordance with membrane manufacturer's instructions and recommendations.

B. Mechanical Fastening: Using manufacturer's recommended fasteners, install in pattern required by membrane manufacturer. Comply with wind speed/uplift fastener spacing requirements confirmed in shop drawing submittals.

3.08 INSTALLATION - SINGLE-PLY MEMBRANE

A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax before attachment or splicing. Refer to membrane manufacturer's guidelines for minimum relaxation time.

B. Lay out membrane pieces so field and flashing splices are installed to shed water.

C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.

D. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.

E. Edge Securement: Secure membrane at locations where membrane terminates or goes through angle change greater than 2 in 12 inches (1:6) using mechanically-fastened reinforced perimeter fastening strips, plates, or metal edging as indicated, or as recommended by roofing manufacturer.
   1. Exceptions: Round pipe penetrations less than 18 inches (457 mm) in diameter and square penetrations less than 4 inches (102 mm) wide.

3.09 INSTALLATION - FLASHING AND ACCESSORIES

A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on drawings, with horizontal leg of edge member over membrane, and flashing over metal onto membrane.
   1. Follow roofing manufacturer's instructions.
   2. Remove protective plastic surface film immediately before installation.
   3. Install water block sealant under membrane anchorage leg.
   4. Flash with manufacturer's recommended flashing sheet.
   5. Where single application of flashing will not completely cover metal flange, install additional piece of flashing to cover metal edge.
   6. If roof edge includes gravel stop and sealant is not applied between laps in metal edging, install additional piece of self-adhesive flashing membrane over metal lap to top of gravel stop; apply seam edge treatment at intersections of two flashing sections.
   7. When roof slope is greater than 1 inch per foot (25 mm per 305 mm), apply seam edge treatment along back edge of flashing.

C. Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.

D. Install weathertight flashing at walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces.
   1. Extend flashing minimum 8 inches (200 mm) above membrane surface unless otherwise shown in drawings.
   2. Use longest practical flashing pieces.
   3. Evaluate substrate and overlay; adjust installation procedure in accordance with membrane manufacturer's recommendations.
   4. Complete splices between flashing and main roof sheet with specified splice adhesive before adhering flashing to vertical surfaces.

E. Roof Drains:
   1. Existing Drains/: Remove existing flashings, drain leads, roofing materials, and cement from drain; remove clamping ring.
   2. Prepare for new drain inserts.
   3. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified premanufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
   4. Install drain inserts in accordance with manufacture's instructions.
   5. Position membrane, then cut hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
   6. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
   7. Apply sealant on top of drain bowl where clamping ring seats below membrane.
   8. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

F. Flashing at Penetrations: Flash penetrations passing through membrane; make flashing seals directly to penetration.
   1. Pipes, Round Supports, and Similar Items: Flash with specified premolded pipe flashings wherever practical; otherwise, use specified self-curing elastomeric flashing.

2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1-inch (25 mm) clearance from penetration; fill with manufacturer's pourable sealer, and slope to shed water.
3. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

3.10 INSTALLATION - FINISHING AND WALKWAYS

A. Install walkways at access points to roof, around rooftop equipment requiring maintenance, and where indicated on drawings.

B. Walkway Pads: Adhere to roofing membrane, spacing each pad at minimum of 1 inch (25.4 mm) and maximum of 3 inches (76 mm) from each other to allow for drainage.
1. If installation of walkway pads over field-fabricated splices or within 6 inches (152 mm) of splice edge cannot be avoided, adhere another layer of flashing over splice and extending beyond walkway pad, minimum 6 inches (152 mm) on either side.
2. Prime membrane, remove release paper on pad, press in place, and walk on pad to ensure adhesion.

3.11 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements for additional requirements.

B. Inspection by Manufacturer: Provide final inspection of roofing system by technical representative employed by roofing system manufacturer to inspect installation for warranty purposes.

C. Perform corrections necessary for issuance of warranty.

D. Repair or replace building components and finished surfaces damaged or defaced due to work of this section; comply with recommendations of manufacturers of components and surfaces.

3.12 CLEANING

A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.

B. Clean contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.

C. Remove leftover materials, trash, debris, and equipment from project site and surrounding areas.

3.13 PROTECTION

A. Where construction traffic continues over finished roof panels, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 07 2500 - Weather Barriers and Section 07 2600 - Vapor Retarders: Sealants required in conjunction with air barriers and vapor retarders.

1.03 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.

B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012 (Reapproved 2017).

C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.

D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

E. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   4. Substrates the product should not be used on.
   5. Substrates for which use of primer is required.
   6. Sample product warranty.
   7. Certification by manufacturer indicating that product complies with specification requirements.

C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.05 QUALITY ASSURANCE

A. Maintain one copy of each referenced document covering installation requirements on site.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 WARRANTY

A. See Section 01 7000 for additional warranty requirements.

B. Correct defective work within a five year period after Date of Substantial Completion.

C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal , exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
   1. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
   2. Hilti, Inc: www.us.hilti.com/#sle.
   3. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
   4. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
   5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:
   1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
      a. Joints between door, window, and other frames and adjacent construction.
      b. Air barrier and vapor retarder installations.
      c. Framing applications to seal against air infiltration.
      d. Other joints indicated below.
   2. Do not seal the following types of joints.
      a. Intentional weepholes in masonry.
      b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
      c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
      d. Joints where installation of sealant is specified in another section.

B. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
   1. Joints/seals in air barrier and vapor retarder systems: Use silicone or sealant recommended by the manufacturer as part of the system.

2.03 NONSAG JOINT SEALANTS

A. Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
   1. Movement Capability: Plus and minus 25 percent, minimum.
   2. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
   3. Color: To be selected by Architect from manufacturer's standard range.
   4. Cure Type: Single-component, neutral moisture curing
   5. Service Temperature Range: Minus 65 to 180 degrees F (Minus 54 to 82 degrees C).
   6. Manufacturers:
      a. Dow Chemical Company; 758 Silicone Weather Barrier Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
      b. Pecora Corporation: www.pecora.com/#sle.
      c. Sika Corporation: www.usa-sika.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.

B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
   1. Movement Capability: Plus and minus 25 percent, minimum.
   2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
   3. Color: To be selected by Architect from manufacturer's standard range.
   4. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).
   5. Manufacturers:
      a. Pecora Corporation: www.pecora.com/#sle.
      b. Sika Corporation; Sikaflex-1a: www.usa-sika.com/#sle.

c. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
d. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
   1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
   2. Open Cell: 40 to 50 percent larger in diameter than joint width.
   3. Manufacturers:
      a. Nomaco, Inc; HBR: www.nomaco.com/#sle.
      b. Substitutions: See Section 01 6000 - Product Requirements.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.

E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

C. Verify that backer rods are of the correct size.

3.02 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Perform installation in accordance with ASTM C1193.

C. Perform acoustical sealant application work in accordance with ASTM C919.

D. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
   1. Width/depth ratio of 2:1.
   2. Neck dimension no greater than 1/3 of the joint width.
   3. Surface bond area on each side not less than 75 percent of joint width.

E. Install bond breaker backing tape where backer rod cannot be used.

F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

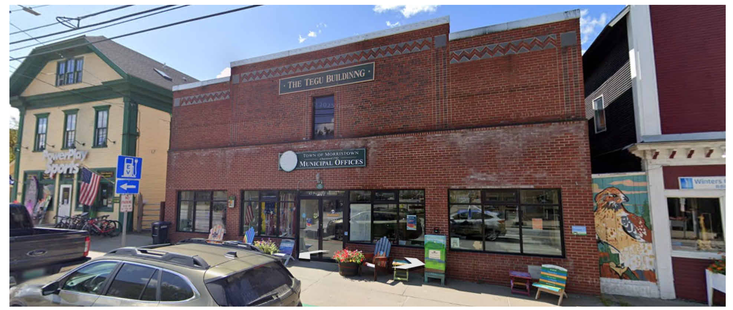
A. Non-Destructive Adhesion Testing: Visually inspect all joints in the field. Probe test randomly for adhesion with non-destructive means.

B. After visual and probe testing, remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

MORRISTOWN MUNICIPAL OFFICES
TEGU BUILDING PHASE 1 RENOVATION

PHASE 1 OF THE PROJECT INCLUDES RE-ROOFING AND ATTIC INSULATION ONLY. ANY REFERENCE TO PHASE 2 IS FUTURE SCOPE.



PROJECT LOCATION:

43 Portland Street
Morristown, VT 05661

Owner
Town of Morristown
Administration Office
P.O.Box 748
Morrisville, VT 05661

Architect
Scott + Partners, Inc.
7 Carmichael St, Suite 102
Essex, VT 05452
P: (802) 879-5153
E: jba@scottpartners.com
Contact: John Alden

SYMBOL LEGEND

WALL TAG — 1t — WALL TYPE

WINDOW TAG — 1t — WINDOW TYPE

DOOR TAG — ### — DOOR NUMBER

ROOM TAG — Room name — ROOM NAME; 101 — ROOM NUMBER; 150 SF — AREA

SECTION MARK — 1 / A101 — SIM — DRAWING NUMBER; SHEET NUMBER

EXTERIOR ELEVATION — 1 / A4.1 — DRAWING NUMBER; SHEET NUMBER

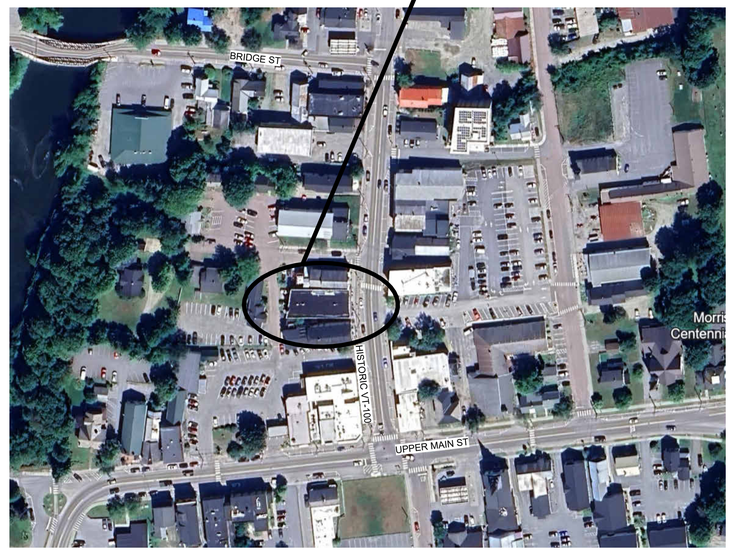
INTERIOR ELEVATION — 1 / 2 / 3 / 4 / A8.1 — DETAIL NUMBER, TYP; DRAWING NUMBER; SHEET NUMBER

DETAIL SECTION — 1 / A101 — SIM — DRAWING NUMBER; SHEET NUMBER

FLOOR FINISH TAG — Floor Material — Floor Material — FLOOR MATERIAL

DETAIL — 1 / A101 — SIM — DRAWING NUMBER; SHEET NUMBER

PROJECT LOCATION



DRAWINGS:

A2.1 PLANS
A5.1 BUILDING SECTION
A6.1 WALL SECTION AND DETAILS

BID / PERMIT SET 04/17/26

BID / PERMIT SET 04/17/2026

LICENSED ARCHITECT — JOHN B. ALDEN — NO. 2290 — STATE OF VERMONT

SCOTT + PARTNERS ARCHITECTURE
7 CARMICHAEL ST. ESSEX JUNCTION, VT 05452
P 802.879.5153 | F 802.872.2764 | SCOTTPARTNERS.COM

project name:
MORRISTOWN MUNICIPAL OFFICES - TEGU BUILDING

project address:
43 PORTLAND STREET
MORRISTOWN, VT 05661

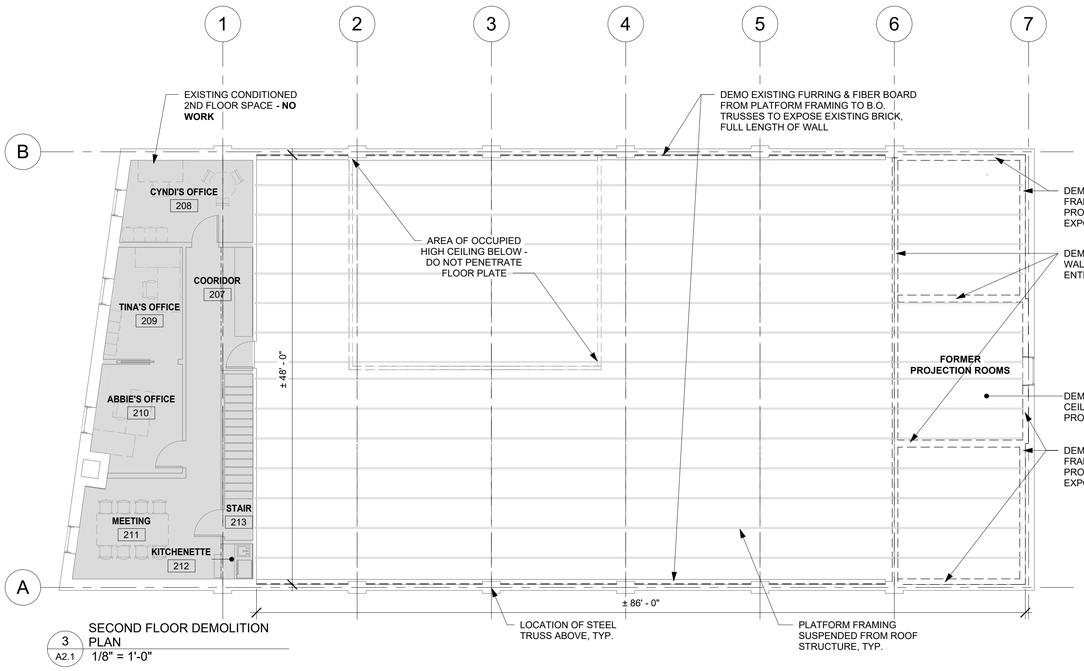
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checked by:	JBA
drawn by:	JLG
proj. date:	04/17/26
sheet date:	04/17/26

No	Date	Revisions

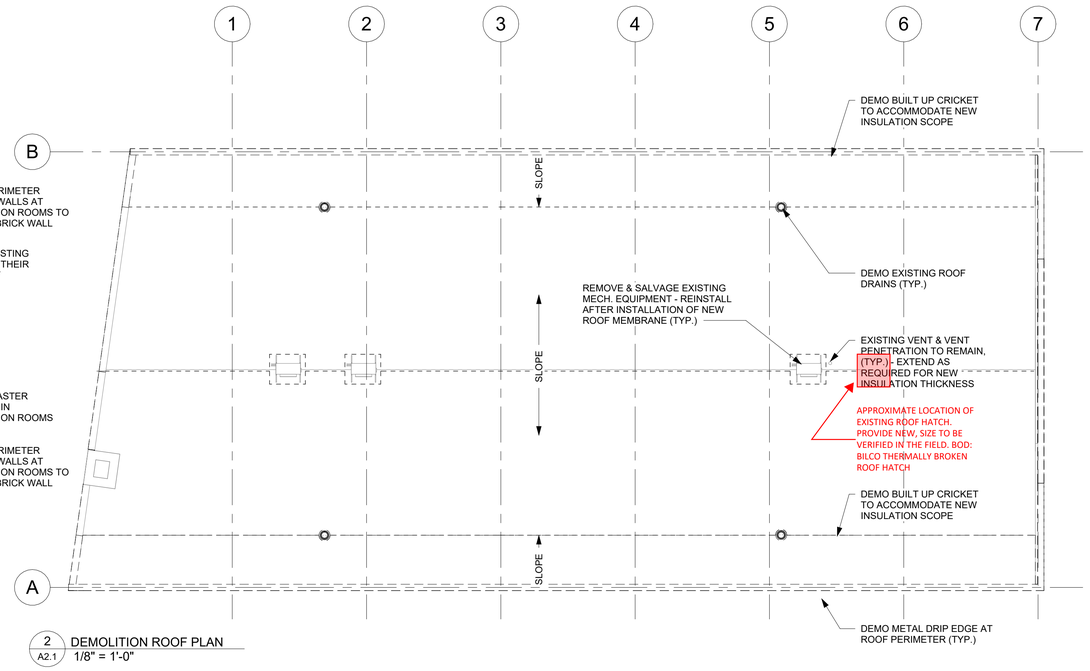
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sheet no.
A0.0

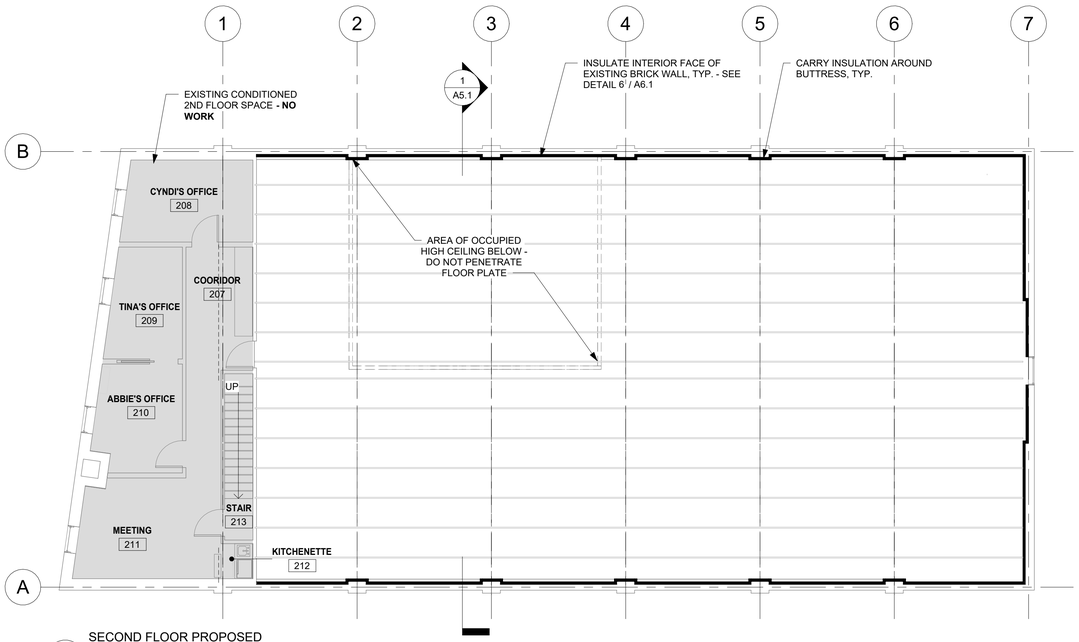
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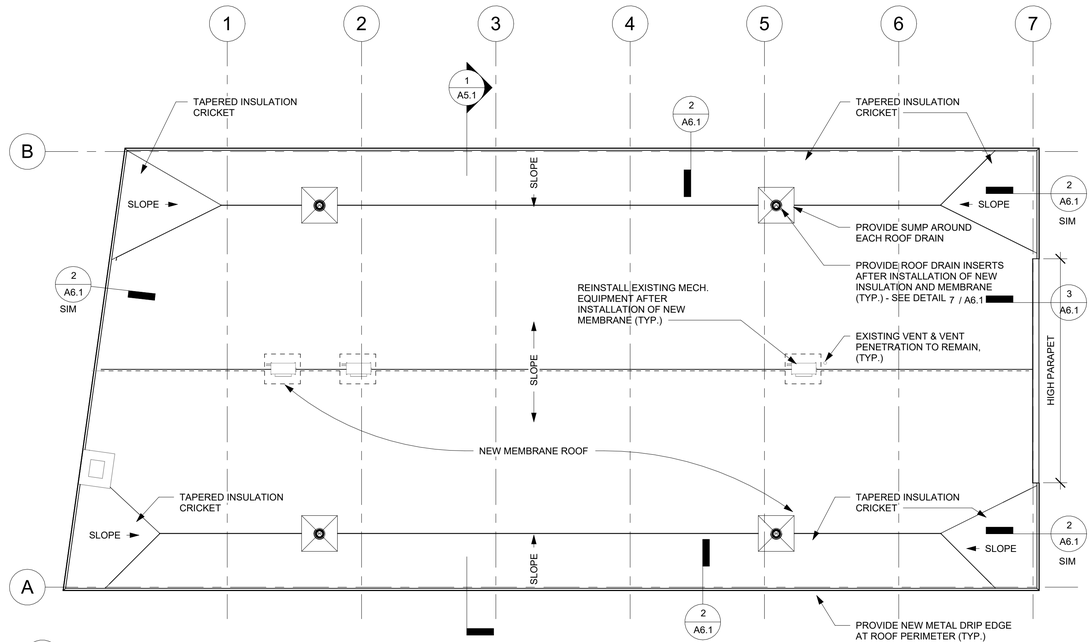
3 A2.1 SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"



2 A2.1 DEMOLITION ROOF PLAN
1/8" = 1'-0"



4 A2.1 SECOND FLOOR PROPOSED INSULATION PLAN
1/8" = 1'-0"



1 A2.1 PROPOSED ROOF PLAN
1/8" = 1'-0"

BID / PERMIT SET 04/17/2026

LICENSED ARCHITECT
JOHN B. ALDEN
NO. 2290
STATE OF VERMONT

SCOTT + PARTNERS
ARCHITECTURE
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project name:
MORRISTOWN MUNICIPAL OFFICES - TEGU BUILDING

project address:
43 PORTLAND STREET
MORRISTOWN, VT 05661

scale:	1/8" = 1'-0"
project no.	25-1825
checked by:	JBA
drawn by:	JLG
proj. date:	04/17/26
sheet date:	04/17/26

No	Date	Revisions

sheet title:
PLANS

sheet no.
A2.1

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ENERGY CODE REVIEW

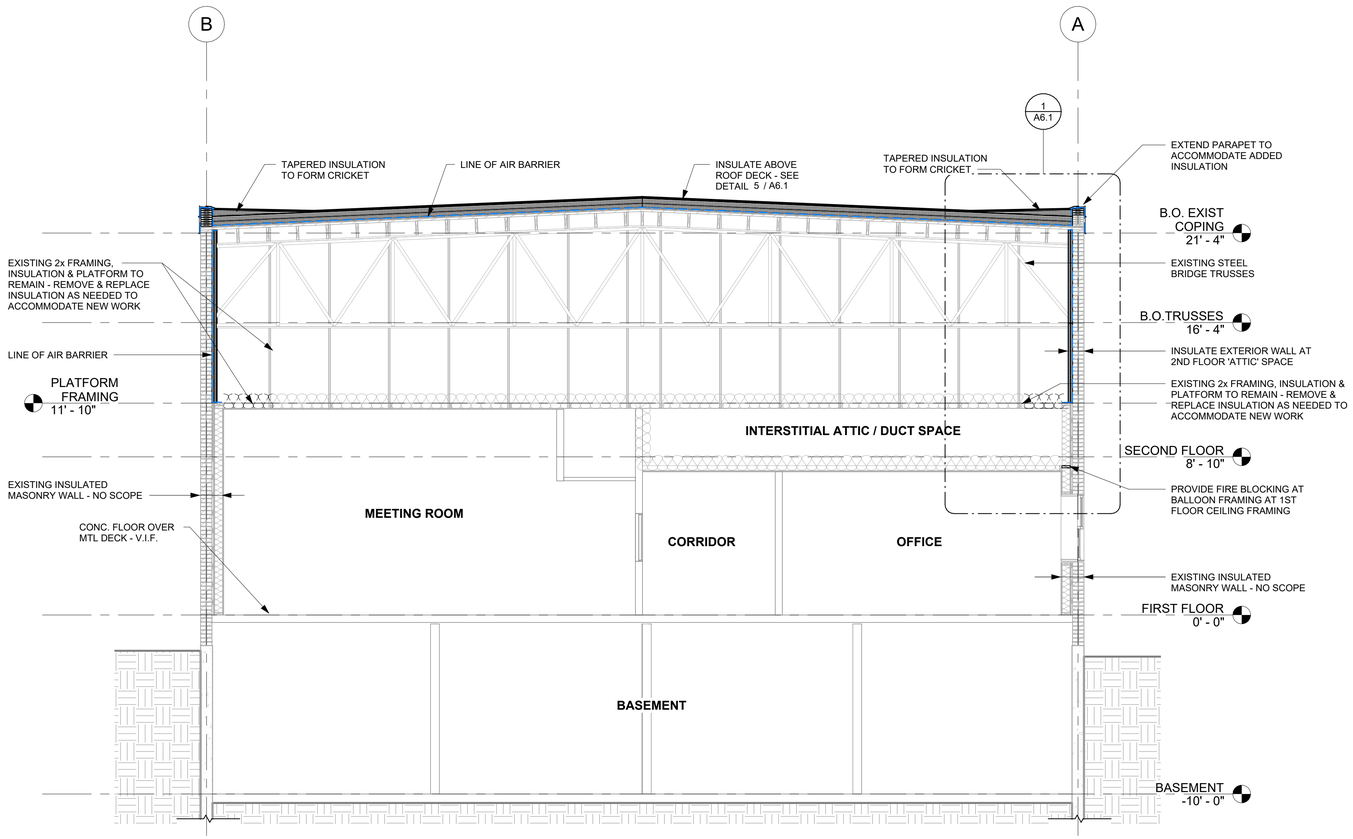
Project: Morristown Municipal Offices (Tegu Building) – Re-roofing & Attic Insulation project
Date: 4/16/26

PROJECT SUMMARY

The project demolishes the existing built-up roofing on the building and provides new above-deck insulation and membrane assembly. The project also includes insulating the interior face of the existing attic walls. The existing attic is a semi-conditioned, unoccupied space.

2020 VT COMMERCIAL BUILDING ENERGY STANDARDS (CBES)			
501	Existing Buildings	Additions, alterations, repairs to, or change of occupancy/use of an existing building, building system or portion thereof, shall comply with Sections 502-505. Unaltered portions of the existing building or building supply system are not required to comply with this code. Connections or repairs to, or maintenance of existing mechanical systems do not constitute an alteration to that system.	
502	Additions		N/A
503	Alterations	Alterations to any building or system shall conform to the provisions of this code for new construction, without requiring the unaltered portions of the building or system to comply.	
503.3	Building Envelope	New building envelope assemblies that are part of the alteration shall comply with **Sections 402.1-402.4.**	
504	Repairs		N/A
505	Change of Occupancy or Use		N/A
Tables 402.1(1), 402.3, 402.4.1.5	Building Envelope Requirements	**Roof: entirely above deck R-40ci required** **Walls, above grade: mass, semi-conditioned R-9.5ci required** Walls, below grade: N/A Floors: N/A Opaque Doors: N/A Fixed Fenestration: N/A Operable Fenestration: N/A Entrance Doors: N/A Skylights: N/A **Building Air Leakage: 0.30 cfm75/sf** Fenestration Air Leakage: N/A	Roof: R-40ci proposed Walls: R-12ci proposed

SCOTT + PARTNERS, INC.
7 Carmichael Street, Suite 102, Essex, VT 05452



1 / A5.1 SECTION FACING FRONT OF BUILDING
1/4" = 1'-0"

BID / PERMIT SET 04/17/2026

LICENSED ARCHITECT
JOHN B. ALDIEN
NO. 2290
STATE OF VERMONT

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ARCHITECTURE
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project name:
MORRISTOWN MUNICIPAL OFFICES - TEGU BUILDING

project address:
43 PORTLAND STREET
MORRISTOWN, VT 05661

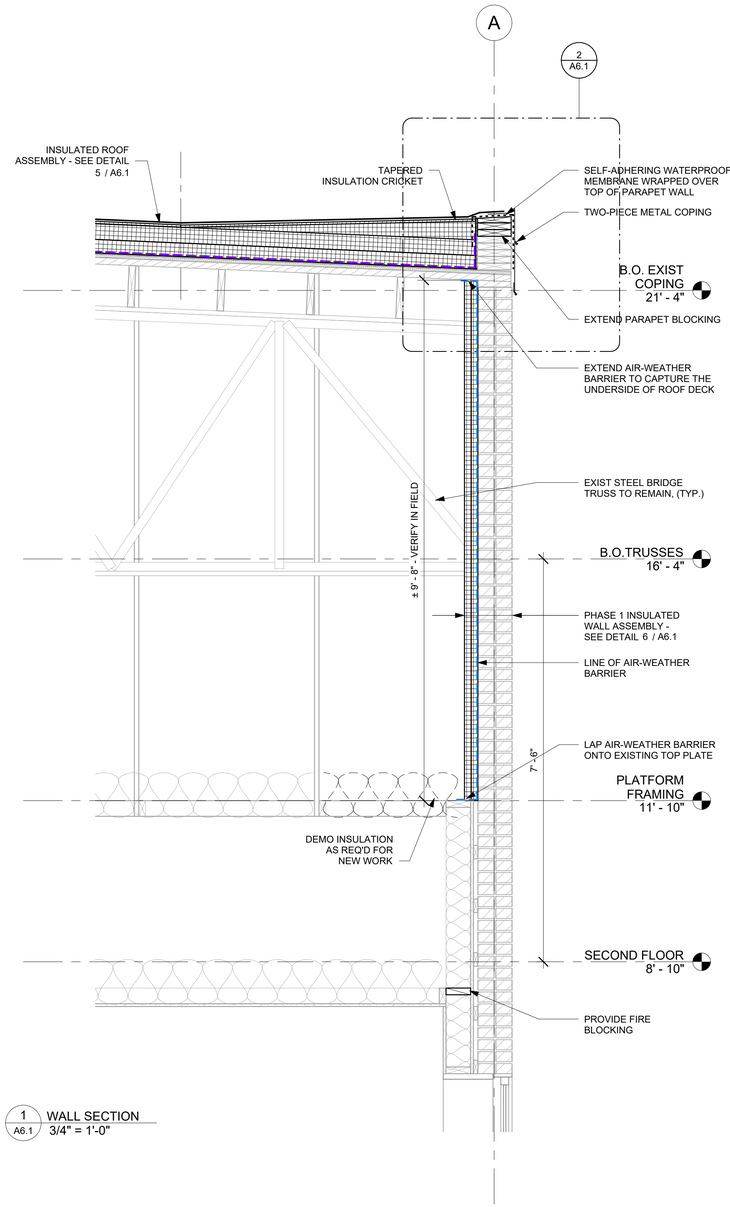
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checked by:	JBA
drawn by:	JLG
proj. date:	04/17/26
sheet date:	04/17/26

No	Date	Revisions

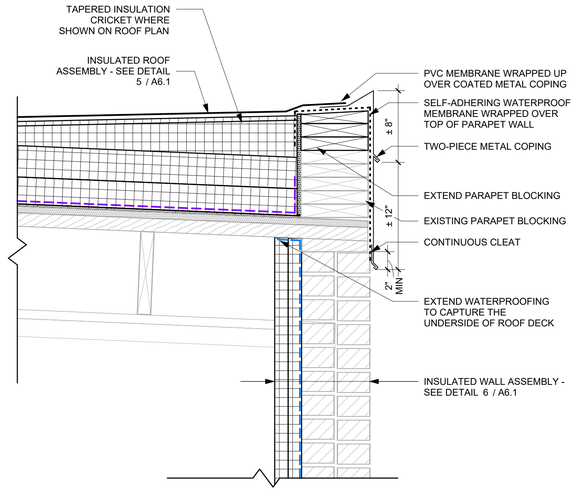
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sheet no.
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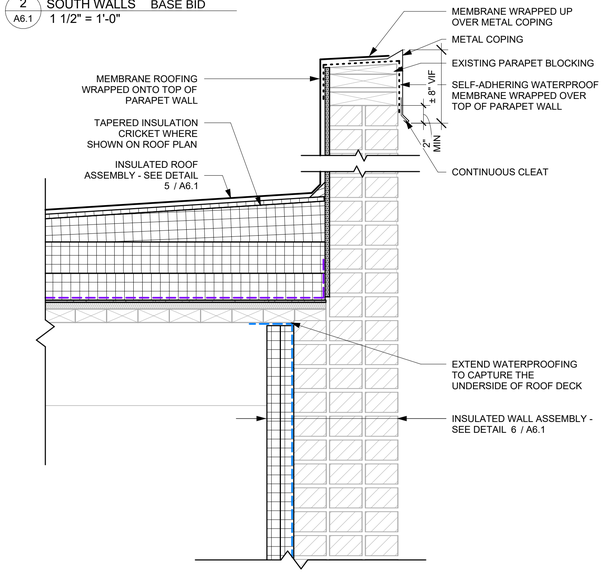
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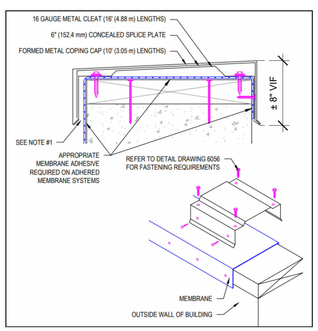
1 A6.1 WALL SECTION
3/4" = 1'-0"



2 A6.1 PARAPET DETAIL_NORTH & SOUTH WALLS BASE BID
1 1/2" = 1'-0"

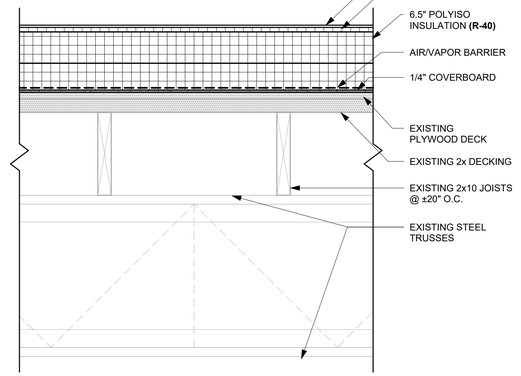


3 A6.1 PARAPET DETAIL_EAST PARAPET BASE BID
1 1/2" = 1'-0"

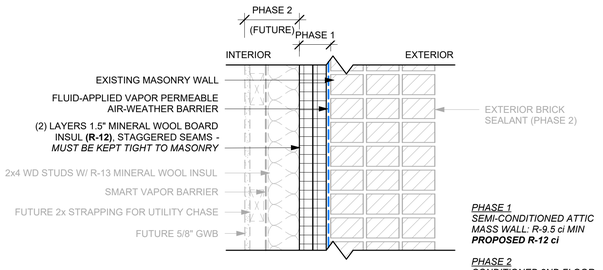


Alternate parapet cap option

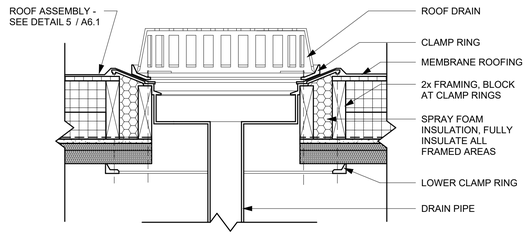
4 A6.1 ALTERNATE DETAIL
12" = 1'-0"



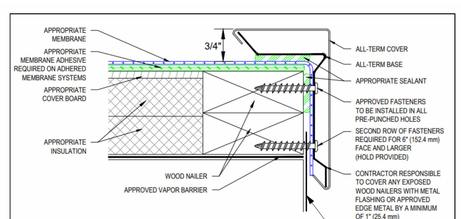
5 A6.1 ROOF ASSEMBLY
1 1/2" = 1'-0"



6 A6.1 EXTERIOR WALL ASSEMBLY
1 1/2" = 1'-0"



7 A6.1 ROOF DRAIN DETAIL
1 1/2" = 1'-0"



Alternate roof edge option

8 A6.1 ALTERNATE DETAIL
12" = 1'-0"

BID / PERMIT SET 04/17/2026

LICENSED ARCHITECT JOHN B. ALDRICH NO. 2290 STATE OF VERMONT

SCOTT + PARTNERS ARCHITECTURE
7 CARMICHAEL ST. ESSEX JUNCTION, VT 05452
P 802.879.5153 F 802.872.2764 SCOTTPARTNERS.COM

project name:
MORRISTOWN MUNICIPAL OFFICES - TEGU BUILDING

project address:
43 PORTLAND STREET
MORRISTOWN, VT 05661

scale:	As indicated
project no.	25-1825
checked by:	JBA
drawn by:	JLG
proj. date:	04/17/26
sheet date:	04/17/26

No	Date	Revisions

sheet title:
WALL SECTION AND DETAILS

sheet no.
A6.1

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SCOTT + PARTNERS
ARCHITECTURE
7 CARMICHAEL ST. SUITE 102 ESSEX JUNCTION, VT 05452
P 802.879.5153
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SCOTTPARTNERS.COM

ADDENDUM NO. 1

Date: **May 5, 2026**

Project: **Tegu Building Reroofing and Insulating Project**
Morristown Municipal Offices, Morrisville, VT

Architect: **Scott + Partners, Inc.**
7 Carmichael St, Suite 102
Essex, VT 05452
Ph: (802) 879-5153
Contact: Jess Gasek, AIA, NCARB
E: jessica@scottpartners.com

The following items are to be made part of the Contract Documents and are subject to the conditions set forth in the Project Manual except as modified herein. Receipt of this addendum shall be indicated on the bid form.

This addendum consists of the following documents:

- Written Addendum (2 pages)
- Pre-Bid Walkthrough Attendance List (1 page)

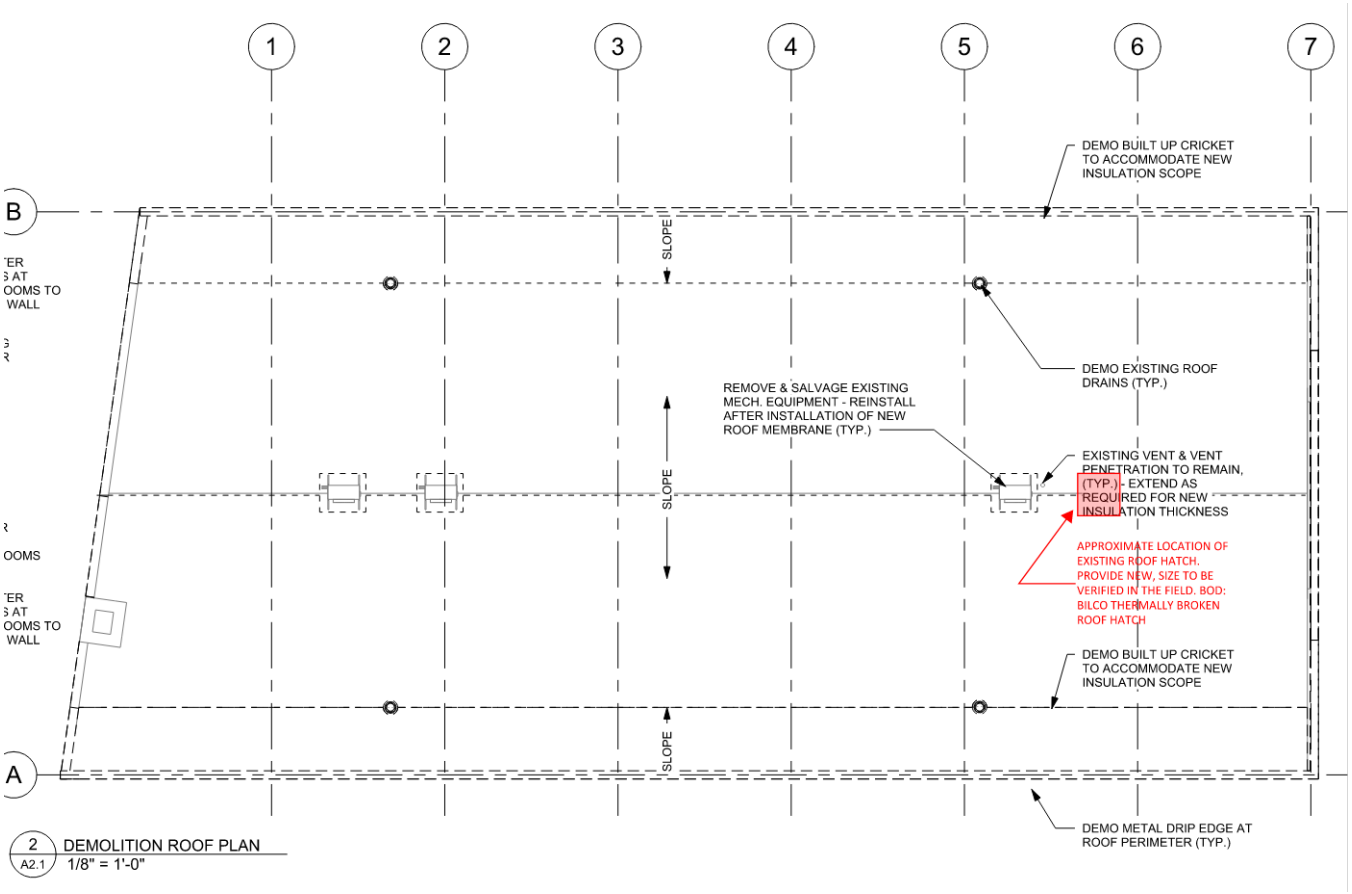
Written Items, by trade:

GENERAL

1. **Clarification:** For the purposes of this bid, assume there is no hazardous material abatement required. The roofing has been tested, with nothing coming back positive. The report can be provided upon request. The attic space has not been tested, but all testing will be completed, and a report provided, by the owner prior to the start of any work.

ARCHITECTURAL

1. **ADD:** Provide an insulated roof hatch at the existing hatch location. Basis of Design: BILCO Thermally Broken Roof Hatch, or approved equal. See approximate location on the image below. Hatch size to be verified in the field. No ladder is required at this time.



End of Addendum

TEGU BUILDING REROOFING & INSULATING PROJECT
Pre-Bid Walkthrough - Friday, May 1, 2026
ATTENDANCE LIST

Company	Contact	Phone	Email
Shenk Enterprises, LLC	David Shenk	(802) 238-0166	dshenk@shenkenterprises.com
PC Construction	Colin Menard	(802) 233-8921	cmenard@pcconstruction.com
J.J.Murphy	Jim Levesque	(207) 752-1388	jlevesque@jjmconstruct.com
Triumph Roofing	Jason Niall	(978) 868-2895	
AC Hawthorne	Sheldon Leland	(802) 681-5661	sleland@tectaamerica.com
DG Roofing	Elliot Nezin	(802) 751-5908	

SCOTT + PARTNERS
ARCHITECTURE
7 CARMICHAEL ST. SUITE 102 ESSEX JUNCTION, VT 05452
P 802.879.5153
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SCOTTPARTNERS.COM

ADDENDUM NO. 2

Date: **May 11, 2026**

Project: **Tegu Building Reroofing and Insulating Project**
Morristown Municipal Offices, Morrisville, VT

Architect: **Scott + Partners, Inc.**
7 Carmichael St, Suite 102
Essex, VT 05452
Ph: (802) 879-5153
Contact: Jess Gasek, AIA, NCARB
E: jessica@scottpartners.com

The following items are to be made part of the Contract Documents and are subject to the conditions set forth in the Project Manual except as modified herein. Receipt of this addendum shall be indicated on the bid form.

This addendum consists of the following documents:

- Written Addendum (2 pages)
- SKA-1 Scope at Window Infill Locations
- Sample AIA A305 Contractor's Qualification Statement, modified as marked
- Sample AIA A305 Exhibit A General Information
- Sample AIA A305 Exhibit B Performance Information, modified as marked
- Sample AIA A305 Exhibit D Past Project Experience
- Sample AIA A310 Bid Bond

Written Items, by trade:

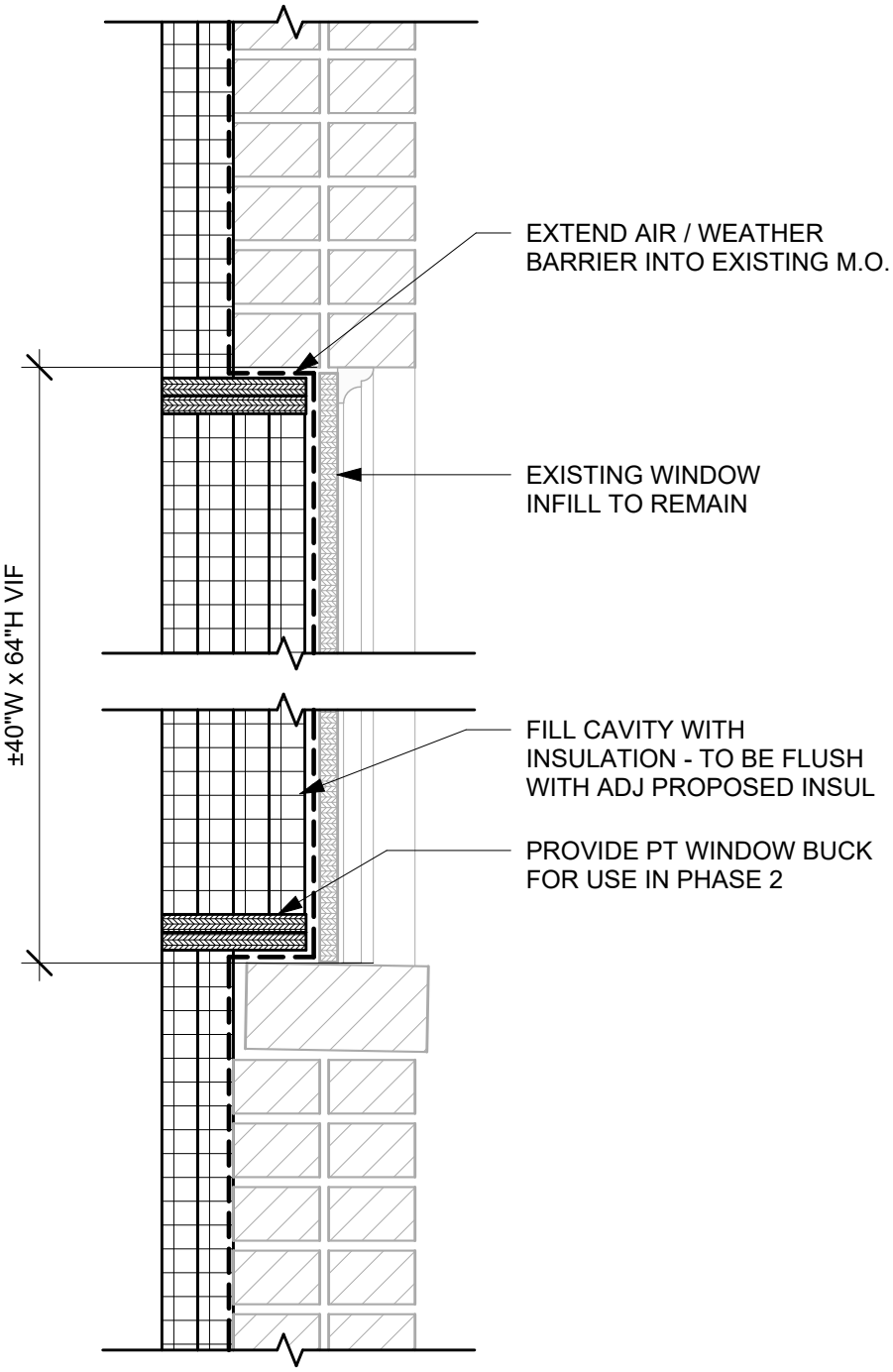
GENERAL

1. **Clarification:** Specification Section 00 5200 requires use of the AIA A104, and references the AIA A201. The A201 is a reference only document for definitions and guidance in case there are questions about the Agreement. It will not be part of the Contract Documents. The requirements of the A104, and the Supplementary Conditions in Specification Section 00 7300 A, shall apply.
2. **Clarification:** Specification Section 00 2113 Section 5.01 requires evidence of qualifications, referencing the AIA A305. Sample versions of this document, and its applicable Exhibits, have been included in this addendum. The content is to be provided but use of these forms is not required.
3. **Clarification:** Specification Section 00 2113 Section 7.01 requires a bid bond, referencing AIA A310. A sample version of this document has been included in this addendum. The content and applicable signatures are to be provided but use of this form is not required.
4. **Clarification:** The employee parking area to the west (rear) of the building is available to use for staging, laydown, dumpster, lift, etc.

ARCHITECTURAL

1. **ADD:** At the two existing window infill locations, located on the north and south walls between grid lines 6&7, provide a pressure treated window buck and fill with insulation. See the included SKA-1 sheet.
2. **Clarification:** Specification Section 07 2600 identify a smart vapor retarder. This product is intended to be installed as part of the Phase 2 scope, in conjunction with the stud walls and cavity insulation, and should not be included in this bid. Refer to detail 6/A6.1. The specified mineral wool board insulation is to be left exposed to the attic for this scope of work.
3. **Add:** Carlisle Syntec Systems as an acceptable manufacturer to Specification Section 07 5419 Section 2.01.A.2.
4. **Clarification:** The drawings call for demolition of the existing roof drains. The specifications call for new drain inserts. The specified insert model, Zurn RD2150 is a replacement roof drain model, intended for renovation applications. It is designed to be installed within the existing drain body. Existing drains to remain for this purpose. See manufacturer's instructions.

End of Addendum



1 / SKA-1 WINDOW INFILL DETAIL
1 1/2" = 1'-0"

SCOTT + PARTNERS ARCHITECHTURE
7 CARMICHEAL ST. ESSEX JUNCTION, VT 05452
P 802.879.5153 | F 802.872.2764 | SCOTTPARTNERS.COM

Date	Revisions

project name:
MORRISTOWN MUNICIPAL OFFICES - TEGU BUILDING
project address:
43 PORTLAND STREET
MORRISTOWN, VT 05661

sketch title:
SCOPE AT WINDOW INFILL LOCATIONS

scale:	1 1/2" = 1'-0"
project no.	25-1825
checked by:	JBA
drawn by:	JLG
issue sketch date:	05/11/26

sketch no.
SKA-1

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – ~~Financial and~~ Performance Information
- ☐ ~~Exhibit C – Project-Specific Information~~
- ☒ Exhibit D – Past Project Experience
- ☐ ~~Exhibit E – Past Project Experience (Continued)~~

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

_____ _____
Organization's Authorized Representative Signature **Date**

_____
Printed Name and Title

NOTARY
State of:
County of:
Signed and sworn to before me this day of

_____
Notary Signature

My commission expires:

Sample

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by
and dated the day of in the year
(In words, indicate day, month and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Sample

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§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

Sample

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§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Sample

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by
and dated the day of in the year
(In words, indicate day, month and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

Sample

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.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?

Sample

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

Sample

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of

(Witness)	*(Contractor as Principal)* *(Seal)*
	(Title)
(Witness)	*(Surety)* *(Seal)*
	(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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ACD43070810

DRAFT

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « 1st » day of « June » in the year « 2026 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Town of Morristown »« »
« 43 Portland St. »
« P.O. Box 748 »
« Morrisville, VT 05661 »

and the Contractor:
(Name, legal status, address and other information)

« Shenk Enterprises, LLC »« »
« P.O. Box 4132 »
« Burlington, VT 05406 »
« »

for the following Project:
(Name, location and detailed description)

« Tegu Building – Re-Roofing and Insulating Project »
« 43 Portland St., Morrisville, VT»
« Project replaces the existing roofing and insulation as well as insulated the exterior walls in the attic. »

The Architect:
(Name, legal status, address and other information)

« Scott + Partners, Inc. »« »
« 7 Carmichael St. »
« Essex Junction, VT 05452 »
« Attn: John Alden, AIA »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

DRAFT

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« X »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

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[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: « End of September, 2026 »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Roofing work	June 30, 2026

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[«X »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « two hundred ninety-four thousand US dollars » ($ « 294,000.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« none »

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit ($0.00)
1-Replace plywood decking – if needed	Per square foot	$5.53
2-Replace roof edge blocking- if needed	Per Linear ft of 2x8	$8.00

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
none	

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « 15th » day of the « same » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « fifteen » (« 15 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« 10% retainage »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« eight » % « per year »

§ 4.1.6 Substantial Completion and release of retainage: will be evaluated separately on the two scopes of work and costs identified on the bid form. Also see paragraphs 15.6 and 15.7 below.

1. Re-Roofing Work
2. Insulating Attic Walls

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« none »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Project Manual		April 17, 2026	

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See Project Manual, dated April 17, 2026, 71 pages. »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« Morristown Municipal Offices, Tegu Building Phase 1 Renovation, Bid and Permit Set dated 4/17/2026, 4 sheets »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

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User Notes: (1249010228)

Number	Date	Pages
Addendum No. 1	May 5, 2026	3 pages
Addendum No. 2	May 11, 2026	11 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits: none

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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§ 7.6 Digital Data Use and Transmission
The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« Email shall be an acceptable form of notice. A project contact list will be issued by the Architect after the pre-construction meeting. See the Specifications in the Project Manual. »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

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§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
§ 9.5.1 This municipal project with state funding is tax exempt. See Supplementary Conditions in the Specifications.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

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§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. See additional information and requirements in the Project Manual.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. See additional information and requirements in the Project Manual.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. See additional information and requirements in the Project Manual.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. See additional information and requirements in the Project Manual.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a

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Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.1 Mark-up amounts on changes shall be in accordance with the percentages listed on the bid form.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum for each individual line item in the schedule of values.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor

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does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 n/a

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

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§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be

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filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than the amounts listed in the Supplementary Conditions for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than the amounts listed in the Supplementary Conditions per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Other coverages- as listed in the Supplementary Conditions

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or

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omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the

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insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

«Brent Raymond, or others designated at the pre-construction meeting »
« Town of Morristown »
« »
« »
« »
« »

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

« David Shenk, or others designated at the pre-construction meeting »
« Shenk Enterprises, LLC »
« »
« »
« »
« »

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

«none »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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User Notes: (1249010228)

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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Morristown - MERP Project Budgets Updated 4/7/2026

Town Hall	Total Budgeted	Contracted	Total Spent	Notes
Installing programmable	$630.00			
Installing heat pump system.	$0.00			Amendment 1 - removed
312 linear feet of door sweeps	$5,805.00			
Attic insulation increased to R-49.	$20,000.00	$20,000.00		Budget revised based on A/E est. Amount provided in bid docs.
ADA Improvements (parking signs)	$130.00	$130.00		
Subtotal	$26,565.00	$20,130.00	$ -	
20% Soft Cost	$5,313.00			Eligible expense (but not required)
10% Contingency	$3,187.80			
Total	$35,065.80	$20,130.00	$ -	

Awarded	$	171,476.44
Surplus/Defecit	$	(3,182.00)
S/D Divided by # of	$	(289.27)

Fire Department	Total Budgeted	Contracted	Total Spent	
Insulation will be installed to improve insulation to R-49.	$8,500.00	$18,509.12		Total est. ~$19k from DBI
Add 100 linear feet of door sweeps	$1,861.00			
ADA Improvements (parking)	$130.00			
Subtotal	$10,491.00	$18,509.12	$ -	
20% Soft Cost	$2,098.20			Eligible expense (but not required)
10% Contingency	$1,258.92			
Total	$13,848.12	$18,509.12		

Police Department	Total Budgeted	Contracted	Total Spent	
Replace a 210 MBH HVAC system with a heat pump system	$13,480.00	$26,000.00		Potential State Tax Credit - $3,900
Install 134 linear feet of door	$2,493.00			

Increase the attic's insulation to R-49.	$2,970.00	$30,000.00		From revised scope letter dated 5/5/26; Includes carpentry work and hatch door
Replace the wooden frames and add a double glazing for windows.	$4,000.00			
Install a 17 kW solar array with battery backup system	$72,188.00	$57,000.00		
ADA Improvements (parking signs)	$130.00	$130.00		
Subtotal	$95,261.00	$113,130.00	$ -	
20% Soft Cost	$19,052.20			Eligible expense (but not required)
10% Contingency	$11,431.32			
Total	$125,744.52	$113,130.00		

Contracted	$151,769.12
Remaining	$19,707.32

TOWN OF MORRISTOWN • VILLAGE OF MORRISVILLE

Proposed 2026 Zoning & Subdivision Bylaw Amendments

PUBLIC INFORMATION PACKET

Welcome! This packet contains important information about proposed comprehensive amendments to the Morristown and Morrisville Zoning and Subdivision Bylaws. The primary goals of these updates are to:

- ✓ Increase housing opportunities and allow greater density
- ✓ Update parking and dimensional standards
- ✓ Streamline the development review process
- ✓ Comply with Act 47 (HOME Act, 2023) and Act 181 (2024)

What's Included in This Packet?

Please review the following documents to understand the proposed changes:

1. **Official Notice of Public Hearing**
   Details on the upcoming Planning Commission hearing, including the purpose of the amendments and how to participate.
2. **Municipal Bylaw Report**
   A state-required form explaining the purpose of the bylaws and how they conform to our municipal plan, future land use goals, and state housing laws.
3. **Technical Corrections Memo (Dated 4/31/26)**
   A brief summary of minor spelling, grammar, and structural corrections made to the draft by the Planning Commission.
4. **Comprehensive Changes Memo**
   A detailed, section-by-section guide outlining the substantive policy changes and technical updates made to the existing 2023 bylaws.
5. **Draft 2026 Zoning and Subdivision Bylaws — Strike/Redline Version**
   The full text of the proposed bylaws. Color-coded: Added text (Red) • Deleted text (Blue) • Moved text (Green).

Public Hearing Information

We invite all residents to attend and provide comments.

Date: Tuesday, May 26, 2026

Time: 5:00 PM

In-Person: Community Meeting Room 43 Portland Street, Morrisville, VT 05661

Remote: Zoom link and meeting ID on the attached Official Notice

⚠ Important Notice

Pursuant to 24 V.S.A. § 4471, participation in this local proceeding is a prerequisite to the right to file any subsequent appeal.

Questions?

Contact Tyler Machia, Zoning & Planning Administrator:

tmachia@morristownvt.gov

Electronic copies also available at:
www.morristownvt.gov

State of Vermont — Chartered in 1781

MORRISTOWN

OFFICIAL NOTICE OF PUBLIC HEARING

DATE	**Tuesday, May 26, 2026**
TIME	**5:00 PM**
LOCATION	**43 Portland Street, Community Meeting Room, Morrisville, VT 05661**
REMOTE	**Zoom Link: https://us02web.zoom.us/j/8103424528#success | Meeting ID: 810 342 4528 Passcode: 05661**

Purpose of Hearing

Pursuant to **24 V.S.A. §§ 4441 & 4444**, the Morristown Planning Commission will hold a public hearing to receive comment on proposed comprehensive amendments to the **Morristown/Morrisville Zoning and Subdivision Bylaws**, including revisions required by **Act 47 (HOME Act of 2023)** and **Act 181 (2024)**. The amendments affect the entirety of the Town of Morristown and the Village of Morrisville.

The proposed revisions are intended to:

- Increase housing opportunities by allowing greater density (e.g., duplexes and multi-unit dwellings) as required by state law
- Update parking and dimensional standards to meet new statutory limits
- Streamline the development review process and eliminate regulatory ambiguity
- Address technical feedback from the Town Attorney and update section numbering for clarity

Review Draft Documents

Hard copies are available at:

- Morristown Zoning & Planning Office — 43 Portland St
- Town Clerk's Office — 43 Portland St
- Town Website: [www.morristownvt.gov]

Electronic copies available from the Zoning Administrator at **tmachia@morristownvt.gov**.

Sections with Substantive Revisions

- Article II — §§ 201, 204, 205, 206
- Article III — § 310 (Residential Standards, Act 47/181)
- Article IV — §§ 400, 420, 435, 450
- Article V — §§ 510, 511
- Article VI — § 660
- Article VII — §§ 710–750
- Article IX — § 900
- Article X — Definitions

How to Participate

This is a hybrid meeting. The public may attend in person at the address above or participate remotely via Zoom using the link provided. Pursuant to 24 V.S.A. § 4471, participation in this local proceeding is a prerequisite to the right to take any subsequent appeal.

Dated at Morristown, Vermont, this 30 day of April , 2026. | **Morristown Planning Commission**

State of Vermont
Agency of Commerce & Community Development
Department of Housing & Community Development
Municipal Planning Commission Municipal Bylaw Report

This form is issued pursuant to the Vermont Planning & Development Act and subject to periodic change.

Last updated June 11, 2025

Contact:

Jacob Hemmerick, Community Planning & Policy Manager
jacob.hemmerick@vermont.gov | 802.828.5249

Overview

Vermont's Municipal & Regional Planning & Development Act (24 V.S.A. §4441) requires a municipal planning commission to prepare a written report when considering an amendment to a bylaw as well as an adoption report upon final action by the legislative body or voters. This report addresses the necessary content for proposed and adopted municipal bylaw submissions.

After completion of the prompts below, save the document and upload the report as a PDF on the State's *Plan and Bylaw Intake Form*. The bylaws are also submitted as a PDF upload on the intake form. The final/adopted submission must include GIS shapefiles for changes to zoning district boundaries of record on the Vermont Open Geodata Portal. If you need assistance, please reach out to the contact above or your municipality's regional planning commission.

Submission of the intake form and written report serves as notification or final submission to the Department of Housing and Community Development within the Agency of Commerce and Community Development under 24 VSA §4414 (e) and (h).

The submitted written report and bylaws are public records published on the *Vermont Planning Data Center and Library*. Bylaw submission supports transparency and the

availability of Vermont's proposed and adopted bylaws from a central digital source for statewide access and use.

Bylaw Summary & Statement of Purpose

Provide a brief explanation of the bylaw and a statement of purpose (per 24 V.S.A. §4441) as required for notice under 24 VSA §4444. Use as much space as needed.

The purpose of these amendments is to modernize the Morristown/Morrisville Zoning and Subdivision Bylaws to comply with recent state mandates under Act 47 (the HOME Act) and Act 181. These changes address feedback from the town attorney, eliminate regulatory ambiguity, and streamline the development review process.

Findings on Municipal Plan Furtherance

Explain how the bylaw conforms with or furthers the goals and policies contained in the municipal plan. Use as much space as needed.

The proposed bylaws are designed to be consistent with Vermont's 14 planning goals. Key alignments include:

Goal 1 (Historic Settlement Patterns): By removing minimum lot sizes for dwelling units in the Central Business (CB) district and reducing them in the COM, HOS, HDR, and LDR districts, the bylaws encourage compact, pedestrian-oriented growth within the village center.

Goal 4 (Transportation): New requirements in Section 206.B.6 mandate that developers connect front entrances to existing sidewalks, directly promoting walkability and reducing vehicle dependency.

Goal 6 (Resource Protection): Amendments to Section 310.C.3 increase flood protection by requiring structures in the Flood Hazard Overlay District to be elevated 2 feet above the base flood elevation, exceeding previous standards.

Goal 10 (Housing): Significant revisions were made to comply with Act 47 and 181, including allowing duplexes (2-unit dwellings) by right wherever single-family homes are permitted. The chnages also prohibiting multi-unit housing bans by allowing up to 4 units by right on properties connected to municipal water and sewer. The rules also protect Accessory Dwelling Units (ADUs) from discriminatory dimensional standards.

Findings on Safe & Affordable Housing

Explain the effect of the bylaw on the availability of safe and affordable housing. Use as much space as needed.

Nothing in the proposed bylaws would negatively impact the availability of safe and affordable housing. Section 204.G reduce the minimum required lot size in several districts allowing for more density and smaller lots. The bylaws also allow duplexes to be two detached single-family homes on the same property, allowing for greater flexibility in design. The bylaws also encourage the creation of cottage court style developments as a new tool to allow for denser housing. The Bylaws also increases the number of lots that can be permitted through administrative review, thus reducing the need for discretionary review by the Development Review Board.

Findings on Required Provisions & Prohibited Effects

Explain how the bylaw conforms with 24 V.S.A. §4412. Use as much space as needed.

The bylaws (primarily in Sections 420, 421, 423, and 430) directly adopt the statutory requirements on multi-unit housing, ADUs, residential care homes, recovery residences, hotel/General Assistance protections, existing small lots, access easements, child care facilities, and nonconformities. The language in most cases tracks the statute closely, with local additions (such as ADU size limits and a 50-foot ROW for larger subdivisions) that are either permissible or more permissive than required.

Check each box to confirm the bylaws conform with these provisions in 24 V.S.A. §4412 (as applicable):

- ☐ *Mobile, modular and prefabricated housing*
- ☐ *Mobile home parks*
- ☐ *Duplex uses*
- ☐ *Multi-unit dwelling uses*
- ☐ *Accessory dwelling unit uses*
- ☐ *Residential care homes or group homes*
- ☐ *Hotels for emergency housing*
- ☐ *Existing small lots*

- [x] *Required frontage*
- [x] *Home occupations*
- [x] *Childcare home or facility*
- [ ] *Heights of renewable energy structures*
- [x] *Nonconformities*
- [ ] *Communications antennae and facilities*
- [x] *Planting projects in flood hazards*
- [x] *Accessory on-farm businesses*
- [x] *Lot and dimensional standards for minimum dwelling unit density*
- [ ] *Density for affordable housing*

Findings on Limitations on Municipal Bylaws

Explain how the bylaw conforms with 24 V.S.A. §4413. Use as much space as needed.

Section 424 expressly states that the bylaws comply with the limitations on regulating quasi-public uses (schools, hospitals, shelters, houses of worship, etc.), and Section 110's conflict-of-laws rule carries forward the remaining §4413 protections — such as those for energy facilities, solar devices, and agricultural/forestry practices — through state law preemption rather than explicit bylaw language.

Check each box to confirm the bylaws conform with these provisions in 24 V.S.A. §4413 (as applicable):

- [x] *State- or community-owned and -operated institutions and facilities*
- [x] *Public and private schools and other institutions*
- [x] *Places of worship*
- [x] *Public and private hospitals*
- [x] *Regional solid waste management facilities*
- [x] *Hazardous waste management facilities*
- [x] *Emergency shelters*
- [x] *Required agricultural practices*

- ■ *Accepted silvicultural practices*
- ☐ *Solar energy devices*
- ☐ *Ancillary telecommunications improvements and lines*

Findings on Permissible Types of Regulation

Explain how the bylaw conforms with 24 V.S.A. §4414. Use as much space as needed.

The Morristown/Morrisville bylaws conform with §4414's authorization for zoning districts and design standards through a well-developed district structure and detailed design regulations. Section 200 creates eight zoning districts covering the full range of residential, commercial, industrial, and agricultural uses contemplated by the statute. The CB Zone functions as the downtown/village center district with street-oriented design requirements, while the RRA Zone serves as the agricultural/rural residential district. Sections 206 and 207 establish design review criteria across most zones and create the Morrisville Historic District with detailed architectural standards, exercising the authority granted under §4414(1)(E) and (F). Section 203's Special Protection Area overlays and the universal 50-foot shoreline setback address the statute's shoreland and buffer provisions.

The bylaws robustly implement §4414's procedural and operational authorities. Section 630 expressly cites §4414(3) and tracks its conditional use standards, requiring findings of no undue adverse effect on community facilities, area character, erosion, and pollution. Sections 450 and 453 establish parking ratios by use type and comply with the one-space-per-dwelling-unit limit for sewer-and-water-served areas. Section 204's waiver framework allows dimensional modifications of 5 – 15% depending on zone, conditioned on meeting specified planning goals. Sections 850 and 830 address stormwater management and wastewater permit conditioning for subdivisions, directly implementing §4414(9) and (13).

Municipal Plan Future Land Uses & Density Compatibility

Explain how the bylaw is compatible with the proposed future land uses and densities of the municipal plan.

The bylaws are closely aligned with the Town Plan's core land use vision of concentrating growth in the village core while preserving the rural character of outlying areas. The Town Plan calls for dense, mixed-use development in downtown Morrisville and expanded multi-family housing in the CB, HDR, and commercial zones — goals directly implemented by the bylaws' CB Zone, which removes density caps, requires ground-floor commercial uses on primary streets, and permits five or more dwelling units by right. The Plan's support for duplexes and smaller residential lots in the MDR and LDR zones is similarly reflected in the bylaws' dimensional table, which sets relatively modest minimum lot sizes in those zones and allows two-unit dwellings by right in all year-round residential districts. The Town Plan's Hospital Zone policy — reserving undeveloped land for healthcare-related uses and limiting unrelated multi-family housing — is mirrored in the bylaws' HOS Zone use table, which restricts five-or-more-unit dwellings to health care facility contexts.

The bylaws implement the Town Plan's growth boundary strategy through the Sewer Service Management Area (SSMA), which the Plan identifies as the appropriate container for new density. The bylaws tie higher-density permissions and reduced lot sizes directly to SSMA service areas, while the RRA Zone retains an 80,000 square-foot minimum lot size outside that boundary — consistent with the Plan's goal of discouraging sprawl into rural and forested areas. The Town Plan's conservation subdivision mandate for major RRA subdivisions is carried through in the bylaws' Section 740, which requires all major subdivisions to follow a five-step conservation design process prioritizing protection of agricultural soils, wetlands, floodways, wildlife habitat, and forest connectivity — the same natural resources the Plan identifies as priorities for permanent protection.

The bylaws also reflect the Town Plan's historic preservation, flood resiliency, and natural resource goals. Section 207's Morrisville Historic District standards directly respond to the Plan's urgent call to protect the remaining contributing structures in the 1983 National Register district and to maintain the architectural character of the primary commercial streets. The bylaws' Special Flood Hazard Area regulations in Section 310, including the 2-foot freeboard requirement for new structures, align with the Plan's flood resiliency policies. The Groundwater Source Protection Area overlay in Section 300 implements the Plan's directive to protect all three public drinking water SPAs with the full force of local zoning. Taken together, the bylaws serve as the primary regulatory instrument for executing the Town Plan's vision across all of its major land use, growth management, and resource protection priorities.

Planned Community Facilities

Explain how the bylaw carries out, as applicable, any specific proposals for any planned community facilities.

The bylaws directly implement the Town Plan's fire protection and hospital facility goals. For fire protection, Section 840 requires major subdivisions connected to municipal water to install fire hydrants at each new road intersection and terminus, while subdivisions without municipal water must provide a dry hydrant within a half-mile drive capable of supplying at least 100,000 gallons, or construct a fire pond if no suitable source exists — directly responding to the Fire Chief's concerns about inadequate water supply in remote areas. For the hospital, the HOS Zone's stated purpose preserves undeveloped land for future healthcare needs, restricts unrelated multi-family housing, and permits assisted living and nursing home uses by right, carrying out the Town Plan's directive to protect Copley Hospital's capacity for future expansion and to address the community's identified need for senior assisted living facilities

.

The bylaws implement the Town Plan's airport and pedestrian infrastructure goals through zoning and subdivision requirements. The Airport (IND #5) Zone supports the continued viability of the Morrisville-Stowe Airport by concentrating industrial uses around it and restricting residential development nearby, while limiting new airports, landing strips, and helipads to conditional uses only in the CB, COM, and IND zones — consistent with the Town Plan's opposition to private airstrips outside the airport industrial area. On pedestrian infrastructure, Section 835 requires subdividers to construct sidewalks per the Morristown Sidewalk Policy, and Section 206's design criteria require pedestrian walkways connecting buildings to existing sidewalks and covered front porches along sidewalk frontages, making new development the primary driver of sidewalk expansion as the Town Plan intends.

More broadly, the bylaws support the Town Plan's community facility goals through their use classification and utility protection frameworks. Community Facility and Recreation Facility uses are permitted or available as conditional uses across virtually all zones, ensuring that parks, trails, and civic facilities can be located throughout the community. The Sewer Service Management Area in Section 1120 ties higher-density development to areas with municipal infrastructure, directly supporting the Town Plan's position that sewer capacity must never be a limiting factor for growth. Section 300's Groundwater Source Protection Area overlay protects all three public drinking water supplies, and Section 830's requirement for state wastewater permits before subdivision approval ensures new development does not outpace the utility systems the Town Plan identifies as foundational to the community's long-term health and economic vitality.

Prepared By:

Name, title, and organization of person completing this form.

Tyler Machia, Zoning and Planning Administrator

Thank you.

State of Vermont Chartered in 1781

MORRISTOWN

4/30/26

Re: Edits to the Proposed 2026 Zoning & Subdivision Bylaws

The following changes were made to the proposed 2026 bylaws after the Planning commission approved the final draft on 4/28/26. These corrections are technical in nature and do not represent substantive changes to the bylaws. The following changes were made:

Misspellings

- **Table of Contents, Section 435** — "Mainteance" was changed to **"Maintenance"**
- **Section 300 (SPA)** — "impacting on the SPA" was changed to **"impacting the SPA"**
- **Section 435 (Maintenance)** — "as note in Section 435" was changed to **"as noted in Section 435"**
- **Section 510** — "one principle use on a lot" was changed to **"one principal use on a lot"** (*principal* = main; *principle* = rule)
- **Section 511 (Short Term Rentals)** — "sort-term basis" was changed to **"short-term basis"**
- **MDR #1 description** — "but non including Parcel 08024" was changed to **"but not including Parcel 08024"**
- **MDR #2 description** — "point of interestion" was changed to **"point of intersection"**
- **Definitions, Firewood Processing** — "and include but the delivery of logs" was changed to **"and includes but is not limited to the delivery of logs"**
- **Definitions, Floodway** — "that must be reserved for to discharge" was changed to **"that must be reserved to discharge"**

- **Definitions, Required Agricultural Practices** — "The criteria use by" was changed to **"The criteria used by"**

Grammar & Punctuation Issues

- **Section 110** — "the state law shall control" —a period was added at the end of the sentence.
- **Section 204 (Waiver)** — "with this additional dwelling units being an unavailable option" was changed to **"with these additional dwelling units being an unavailable option"**
- **Section 206 (Design Criteria)** — a space was added to "For Dwelling Unit(5 or More) changing it to **"For Dwelling Unit (5 or More)"**
- **Section 206 (Garbage Storage)** — "garbage storage" bullet was changed to: **"Garbage storage"**
- **Section 450 (Parking Requirements)** — "of existing uses of the lot of existing uses of the lot of peak hours of proposed use" was changed to **"based on peak hours of demand of existing uses of the lot or peak hours of proposed use"**
- **Section 490 (Exterior Lighting)** — "shown on an lighting plan" was changed to **"shown on a lighting plan"**
- **Section 490 (Unusual Situations)** — "maybe approved by the DRB" was changed to **"may be approved by the DRB"**
- **Section 511 (Short Term Rentals)** — "Short-Term Rentals must and have a valid State wastewater" was changed to **"must have a valid State wastewater"**
- **Section 870 (Community Agreements)** — "which must meet the requirements of the DRB Recording final plat mylar" — was changed to : **"...which must meet the requirements of the DRB recording the final plat mylar shall be contingent on..."**
- **LDR #1 description** — "024" was removed from this section
- **Section 840 (Fire Protection)** — "the applicant shall supply a dry hydrant in an existing water source...hydrants accompanied by written confirmation" — there appears to be a sentence fragment or incomplete sentence with "hydrants accompanied by written confirmation" hanging without a clear connection to the prior sentence.

Structural / Numbering Issues

- **Table of Contents** — Sections 320 and 330 with both titled s "Variances". Section 330 title was changed to Environmental Resource Areas
- **Section 207 (Applicability)** — "207.3 references where change to cite the proper sections of the bylaw.

State of Vermont Chartered in 1781

MORRISTOWN

04/30/26

To: Whom It May Concern

RE: Changes Made to the 2023 Zoning Bylaws

Introduction: The purpose of this memo is to outline the changes made to the Morristown / Morrisville Zoning and Subdivision Bylaws. These changes are intended to address feedback from our town attorney to comply with Acts 47 and 181 as well as changes that were necessary to address some of the ambiguity in the regulations. This memo will move section by section and outline the changes that were made. There is a mix of minor technical corrections and more substantive policy changes.

Disclaimer: While this memo can be used on its own, it is intended to be read with the 2026 redline version of the bylaws. It is recommended that you review both documents at the same time. Before beginning, it is important to note that there was a general change to how the sections were numbered that applies to all the articles except for Article X. The 2026 bylaws use the following section sequence 100, 100.A, 100.A.1 etc. This change was made to all sections aside from those in Article X. The table of contents was also changed and reordered.

Redline Color Coding: The following will explain the color-coding scheme for the Redline Bylaws

- Red : New language that was added to the document.
- ~~Blue :~~ Old Language that was deleted from the document.
- ~~Green:~~ Old language that was moved but not deleted from the document.
- Green: New Location of old language.

Section 100 Changes: No substantive changes were made to this section.

Section 110 Changes: The word control was added to the end of this section. This was done to clarify that if state law is stricter than our rules the state law would supersede our regulations.

Section 120 Changes: No changes were made to this section.

Section 200 Changes: This section notes the zoning districts that this bylaw creates. Mixed office Residential was removed from this section.

Section 201 Changes: The following changes were made to this section:

- Section 201.A: There were no substantive changes made to this section.
- Section 201.B: There were no substantive changes made to this section.
- Section 201.C: Notes that if a lot is split into two zoning districts the Development Review Board can extend the regulations from either district to the whole lot. In addition single ownership was changed to common ownership to account for the fact that a property may have multiple owners, but it could still be in common ownership and thus take advantage of the DRB's ability to extend a districts regulation to the whole in the event it is split zoned.
- Section 201.D: No changes were made to this section.
- Section 201.E. Was changed to note that all rounding will be down to the nearest whole number. This was done to address comments made by the town attorney. This change is to ensure that an applicant has the full amount of land required to add additional units to a parcel.

Section 202 Changes: There were no substantive changes made to this section.

Section 203 Changes: There were no substantive changes made to this section.

Section 204 Changes: The following changes were made to this section:

- Section 204.A: No changes were made to this section.
- Section 204.B: Dimension table was replaced with Use Table.
- Section 204.C: This section was changed to make it clear that variance from the flood hazard overlay district regulations will not be issued as it is not an effective way to regulate flood hazards.
- Section 204. D: This section outlines the dimensional waiver process. The allowance for dimensional waiver standards were reduced from 25% to 5% in the MDR zone and 15% in all other zones. In addition, the goals noted in Section 204.D.6 outline a list of desirable public improvements an applicant could pursue while requesting a waiver.
- Section 204.E: There were several changes made to the Use Table noted in Section 204.E. They are as follows:
    - Acc Use/ Acc Apartment was changed to Acc Use/ Structures. This change was made to address feedback from our town attorney. This change makes it clear that accessory structures are also allowed on all properties. The original use only noted uses not structures. This change clarifies that accessory structures are allowed in addition to uses.
    - Agriculture, Accessory on Farm Business was added to account for the fact that state statute was changed to allow these types of uses in all districts. The

definition of Agriculture, Accessory On: Farm Business was also added to Section 900.

- Airport, Landing Strip or Helipad use was added to the use table. It is a conditional use in the IND, HOS and LDR zones. This use was added to account for the fact that the town has an airport. The PC also wanted to make sure that the hospital could have use of a helipad if it chose to construct one.
- Bar and Brewery were combined and made a conditional use in the districts that they are allowed.
- Building Height above 30 feet was added to replace structures above 35 feet in the current use table. This use is allowed in all districts. It is a permitted use in the CB, COM, IND, HOS districts. It is a conditional use in the HDR, MDR, LDR, RRA districts.
- Building Height Above 40 feet was added to replace the Structures above 40 feet in height use. It is conditional use in the following districts CB, COM, IND, and HOS districts. There is not currently a height cap. However, any building at this height requires approval from the division of fire safety.
- Clubs, Private was removed and rebranded to Private Club.
- Commercial Use was changed to Commercial Use/ Light Industry
- Drive Through use was changed to restrict it to the COM district. It is currently allowed in the CB and COM districts. This was done to discourage the growth of fast food uses in the village.
- Dwelling Unit Single Family was removed and replaced with Dwelling 1&2 Units and ADUs. This was done to comply with Act 47 and 181 which prohibits single family only zoning. This also requires all municipalities to allow duplexes anywhere you allow single family homes. All single family homes are also allowed ADUs by right.
- Dwelling (3 & 4 Units) was added to the use table. It is a permitted use in the CB, COM, HOS, HDR, MDR, and LDR if it is part of a class 1 development it is a conditional use for class 2 and 3 developments. This was added to comply with Act 181 which allows any properties connected to municipal water and sewer to have up to 4 units by right .
- Dwelling (5 or more units) was also added. It was added as a permitted use in the CB district. It is a conditional use in the COM, HOS and HDR districts; however, It is only allowed in the HOS zone if it is part of a Health Care Facility use. In the COM zone this use is only allowed on the second floor and above.
- Multiple Principal Uses on a lot is a new addition to the use table. It is allowed in the CB,COM, IND, and HOS, districts. It is a permitted or conditional use depending on the project. The regulations for this use are noted in Section 510. The reason this use was added was to codify how multiple uses on a lot are permitted.
- Parking Facility use was added as a conditional use to the HOS district. It is currently restricted to just the CB and COM districts.

- Private Clubs was added to the use table, it replaces Clubs, Private. It is a permitted use in the CB and COM districts. It is a conditional use in the HOS, HDR, MDR, LDR, and RRA district.
- Recovery Residence was added to the use table as 24 VSA 4413 does not allow municipalities to ban them outright which is why they were added to the use table. Towns may regulate their location. This use is a permitted use in all districts except the RRA.
- Restaurant use was amended to make it a permitted use in the COM district, it is currently a conditional use. Restaurants would also be allowed in the IND district as a conditional use.
- The Shelter use was amended to make it a conditional use in all zoning districts.
- Short term rental was removed and replaced with two new use Short Term Rental 5:8 bedrooms and Short Term Rentals 4 or fewer bedrooms.
- Short-term rental 5:8 Bedrooms was added to the use table as it requires a higher level of permitting than a short-term rental 4 or fewer bedrooms. It is a conditional use in the CB, COM, And IND districts. It is a permitted use in the HOS, HDR, MDR,LDR, and RRA districts. Section 511 goes over the regulations for this use in more detail.
- Short-term Rentals 4 or fewer bedrooms was added to the bylaws due to the fact that short-term rentals of 5-8 bedrooms are more strictly regulated. Section 511 goes over these regulations in more detail.

- Section 204.F: The minimum lot sizes for the COM, HOS, HDR and LDR has been reduced. The COM, HOS, and LDR have been reduced from 10,000 to 8,000 sqf. The minimum lot size for the CB district was completely removed for dwelling units.

Section 205 Changes: This section notes the other specific requirements that apply to all land development in Morristown. Language was added to this section to clarify that Dwellings 1 & 2 units are exempt from site plan review. This is due to the Home Act which notes you cannot treat duplexes differently than you would a single family home. However, the other regulations reference in this section would still apply.

Section 206 Changes: The following changes were made to Section 206:

- Section 206.A: This section notes that a building rendering may be required to ensure compliance with the design review criteria noted in this section. This section does exempt dwellings 1 & 2 units from the design review criteria noted later on in the section; however, it does allow the Zoning Administrator to require exterior elevations for any principal or accessory structure prior to issuing a zoning permit. It also notes that the Zoning administrator may require applicants to provide the exterior elevation for principal dwellings so they can be documented.
- Section 206.B: went through the following changes:
  - B.1: Was changed to note that no entrance of a town home may face the rear of another townhome unless a parking area or road separates them.
  - B2: No changes were made to this section.

- B.3: Was changed to note that one functional entry door facing the parcels primary street frontage is required. Additional entry doors may be required for corner lots with sidewalks.
- B.5: Was changed to notes that tuk under parking is prohibited if the entrance to the garage is visible from the street frontage and there is no garage door.
- B.6: Was added to require developers to connect the front entrance of a building to a sidewalk when the sidewalk is present. This was added to promote walkability in the town.
- B.7: Has been in the bylaw it was just moved to later in the list. The language has not changed.
- B.8: This section sets building size maximums for buildings outside of the COM, IND, & HOS districts. The intent of this section is to try and prevent buildings that are significantly bigger than surrounding buildings from being built with the effect of slowing the increase in building size over time.
- B.9: Was added to require glazing of commercial storefronts and residential lobbies.
- B.10: Was added to require a lighting plan that shows compliance with Section 490 of the Bylaws.
- B.11: Was changed to note that loading docks need to be screened from view to the extent reasonably practicable. This section was changed per advice from the town attorney to develop clear standards for screening loading docks.
- B.12: was added to note the garbage storage and pick up areas that need to be completely screened from view. This language was recommended by the town attorney.
- B.13: Was not changed.
- B.14: Was not changed.
- B.15: Was not changed.
- B.16: Was added to note that roof mounted mechanicals need to be screened to the extent reasonably practicable.
- B.17: Was added to help control stormwater runoff from commercial and multifamily dwelling units onto town property.
- B.18: Was changed to waive the requirement for underground utilities, however, the waiver request cannot be exclusively for cost.

- Section 206.C was added to encourage the construction of cottage court style developments which would be allowed via conditional use review. This section establishes specific requirements for heights and design that are required to build a cottage court.

Section 207 Change: The following changes were made to Section 207:

- Section 207.A: No changes were made to this section.
- Section 207.B: No changes were made to this section.
- Section 207.C: The following changes were made to

- C.1: No changes were made to this section.
- C.2: No changes were made to this section.
- C.3: No changes were made to this section.
- C.4: No changes were made to this section.
- C.5: Was changed to note that front setbacks can be measured from the outside edge of the sidewalk or outside edge of the traveled way if no sidewalk is present. This was done to provide a uniform system of measurement of front setbacks due to the fact that there are different widths of roads in the town.
- C.6: No changes were made to this section.
- C.7: Language was added to the end of this section to require glazing for transom windows above the main entry doors. This was done to discourage the use of ground floor spaces for residential purposes.
- C.8: No changes were made to this section.
- C.9: No changes were made to this section.
- C.10: No changes were made to this section.
- C.11: No changes were made to this section.
- C.12: No changes were made to this section.

- Section 207. D: No changes were made to this section.

Section 300 Changes: No changes were made to this section.

Section 310 Changes: Section 320 was renamed and became Section 310. Section 320 exists but its substance was changed. The following changes were made to Section 310:

- Section 310.A: No changes were made to this section.
- Section 310.B: Minor technical corrections were made to update the correct section of references from 321 to 310.B.
- Section 310.C: The following changes were made to this section:
  - C.1: No changes were made to this section.
  - C.2: No changes were made to this section.
  - C.3: This section was changed to require Substantial Improvement or Substantial Damaged structures in the Flood Hazard Overlay District to have the lowest floor raised to at least 2 feet above the base flood elevation which is more in line with sound floodplain management rather than only requiring it to be raised to the base flood elevation. The elevation certificate requirement remains the same.
  - C.4: No changes were made to this section.
  - C.5: No changes were made to this section.
  - C.6: No changes were made to this section.
  - C.7: No changes were made to this section.
  - C.8: No changes were made to this section.
  - C.9: No changes were made to this section.
  - C.10: No changes were made to this section.
  - C.11: No changes were made to this section.
- Section 310.D: No changes were made to this section.

- Section 310.E: One sentence was removed from this section. In addition, the timeframe that the Vermont National Flood Insurance Program Coordinator has to respond has been increased from 21 to 30 days. This was done to align with the 30 day deadline that the Zoning administrator has to issue a permit

Section 320 Changes: This section notes that the DRB won't issue variances to the flood hazard regulations noted in Section 310. This is more in line with best practice on flood plain management.

Section 330 Changes: Minor change made to Section 330.D.1 to reference the correct section.

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Section 400 Changes: The following changes were made to this section:

- Section 400.A: was changed to note that no development may take place unless the zoning administrator issues a zoning permit. This covers all land development including structures. This was done to simplify this section.
- Section 400.B: The reference in this section was updated to reference the correct section. This section changed in the following ways:
    - B.1: No changes were made to this section.
    - B.2: No changes were made to this section.
    - B.3: The Americans with Disabilities Act was added to this section.
    - B.4: Fences, Signs and Patios were removed from this section
    - B.5.: This section was changed to reference the new definition of temporary structure that was added to Section 900 of the bylaws.
    - B.6: Was added to the bylaws to note that agriculture is exempt from the bylaws. This section further defines what is required to have something qualify as agriculture. This section contains definitions of agricultural and silviculture practices. It also references the new agriculture definition that was added to Section 900.
    - B.7: This section was added to clarify that maintenance as defined in Section 435 of the bylaws is exempt from permitting.
- Section 400.C: No changes were made to this section.
- Section 400.D: No changes were made to this section.
- Section 400.E: No changes were made to this section.
- Section 400.F: This Section was changed to include both construction and subdivisions. This section notes that construction of a structure or subdivision of land shall not occur until a zoning permit is issued. This section also notes that a state wastewater permit or approval for Morrisville Water and light is required in order to issue a zoning permit.
- Section 400.H: There was a minor change to this section. The DRB does not issue zoning permits, only the zoning administrator can do that. Therefore, this section was removed.
- Section 400. I: No changes were made to this section.
- Section 400. J: No changes were made to this section.

- Section 400. K: There was a minor change added to this section that a written decision has to be issued prior to the issuance of a zoning permit when applicable.
- Section 400. L: No changes were made to this section.
- Section 400.M: No changes were made to this section.
- Section 400.O: There was a minor change made to Section 400.O.3 to note that a state wastewater permit or approval of Morrisville Water and Light may be require prior to issuing a permit.

Section 405 Changes: There were few changes made to this section of the regulations. Sections 405.A & .B were not changed significantly other than correcting a citation in Section 405.B. The Section on infections invalidity was removed. Language currently allows for the creation of nonconforming lots through a waiver in certain circumstances.

Section 410 Changes:
There was a minor change made to Section 410.A.6 noting that a home businesses approval may be required for home business instead of a home occupation if a contractor has employees storing their personal vehicles on site during work hours. This was done to minimize the impact on residential areas.

Section 415 Changes: The following changes were made to Section 415:

- Section 415 A: Minor corrections were made to this section.
- Section 415.B: Minor corrections were made to this section.
- Section 415.C: No changes were made to this section.
- Section 415.D: No changes were made to this section.
- Section 415.E: This section was changed to clarify the level of screening required for off street parking for the employees of home businesses. The language was added as it is more legally binding than our existing language.

Section 420 Changes: This section underwent significant rewrite based on comments by the town attorney. Rather than citing 24 VSA 4412 the town was required to decide what specific portions of this statute to adopt. The language in this section comes from statute and has been slightly modified to fit inside of our bylaws. The following will go into this in more detail:

- Section 420.A: This language was added to the bylaw to clarify that anywhere a Dwelling Unit 1 Unit use is allowed a 2 Unit Dwelling is also allowed by right. This is a requirement of Act 47 and Act 181.
- Section 420.B: This language was added to note that ADUs are a by right use on any lot that has a single-family dwelling. It also specifies that there cannot be different dimensional standards for ADUs such as enhanced setbacks or additional parking requirements than what would be required for a single-family dwelling.
- Section 420.C: This section was added to note that the bylaws do not prohibit group homes or care facilities 8 or fewer people. It also allows for facilities that treat substance use disorders.

- Section 420.D: This section was added to make clear that hotels cannot be penalized for renting rooms for housing assistance through the states general assistance program. This was added to comply with Act 47 and Act 181.
- Section 420.E: This section allows for the development of small preexisting lots that do not conform to the minimum lot size for a district.
- Section 420.F: This section prohibits development on small lots under specific circumstances.
- Section 420.G: This section notes that two small lots that do not meet the dimensional standards, are contiguous to one another, and held in common ownership will be automatically merged.
- Section 420.H: This section was changed to clarify the approval process for lots that do not have frontage on a public or private road. The requirement for DRB approval was removed and the access was approved according to Article VIII and the Town of Morristown Road Policy and driveway standards

Section 421 changes: This section was added based on advice from the town attorney to outline the specific requirements for accessory dwelling units. The language for this section comes from state statute.

Section 423 changes: The changes made to this section help to clarify what state regulations would supersede our bylaws as noted in 24 VSA 4412. The following changes were made to this section:

- Section 423.A: This section notes that childcare facilities are an allowed use in a single-family home with site plan approval by the DRB. This section also goes into detail as to the difference between a childcare facility and a daycare facility.
- Section 423.B :No changes were made to this section.

Section 425 Changes: The following changes were made to this section:

- Section 425.A: A minor change was made to reference the correct section of the bylaws.
- Section 425.B: This section was changed to note that in order for a fence to be considered a farm fence the farm needs to be following Required Agricultural Practice (RAPs) as defined in Section 900 of the bylaws. This section also allows for larger exempt fences provided they are not located within 6 feet of side and rear property boundaries and are not located in the front yard. The height of these fences are capped at 8 ft. This was done to allow taller privacy fencing so long as it was set back further from abutting properties.

Section 426 Changes: The following changes were made to this section:

- Section 426.A: No changes were made to this section.
- Section 426.B: This section was changed to note that a letter from a Vermont licensed professional engineer is required noting that the pond won't damage the town ROW. They will also require approval of Road Foreman if the pond is within 1000 feet of town ROW. This has been done to protect town infrastructure from a pond failure. There were also several minor changes made to this section.

- Section 426.C: There was a minor change made to this section to note that a wetland permit is required for development in the wetland.

Section 427 Changes: This section was removed as it was added to an earlier section.

Section 430 Changes: The following changes were made to this section:

- Section 430.A: No changes were made to this section.
- Section 430. B: The following changes were made to this section.
  - B.1: No changes were made to this section.
  - B.2: Language was added to note that expanding a nonconforming structure in such a way that the nonconformity is increased is prohibited.
  - B.3: No changes were made to this section.
  - B.4: No changes were made to this section.
- Section 430.C: No changes were made to this section.
- Section 430.D: No changes were made to this section.
- Section 430.E: No changes were made to this section.
- Section 430.F: There were some minor changes to this section to clarify that changing a nonconforming use cannot negatively impact abutting properties.

Section 435 Changes: This is a new section that was added into the bylaws. This section outlines how maintenance will be handled. This section notes that routine upkeep of existing structures is exempt from zoning. It also notes how structures can be demolished and reconstructed without requiring a permit provided it is a one to one replacement. It also goes over when a zoning permit would be required. It also covers how maintenance of trails, recreational areas, and other structures will not require a permit under certain circumstances. This was done to provide flexibility to property owners in the event a structure is so damaged that it needs to be demolished and rebuilt in order for it to be maintained. It also allows for necessary upgrades for infrastructure without requiring additional permitting. This section also makes it clear that the Zoning administrator reserves the right to determine whether a particular activity counts as maintenance.

Section 440 Changes: The following changes were made to this section:

- Section 440.A: A minor change was made to this section to make it clear that the DRB can allow for the extension of the timeline to remove dangerous conditions on a property provided that the applicant can demonstrate unnecessary hardship and the hardship was not caused by the applicant.
- Section 440.B: No changes were made to this section.

Section 450 Changes: Sections 454 and 455 were removed and their contents were added to Section 450. The following changes were made to Section 450:

- Section 450.A: There were changes made to this section to allow developers to use the town owned car park to fulfil their parking requirements provided it is within 500 feet of a municipal lot. It would also allow the developer to fulfill this requirement by building

public parking with selectboard approval. The DRB would have to look at peak traffic hours when considering this request.

- Section 450.B: This section goes into specific requirements for parking areas.
- Section 450.C: This section was added to Section 450. It allows the DRB to reduced the number of required parking spaces if the applicant can make the case that a different number of spaces would be appropriate.
- Section 450.D: This section was a reworking of an existing section. It added more specific requirements for driveways for roads that have posted speed of 25 mph. It also notes that shared driveways shall be encouraged.
- Section 450.E: This was a reworking of an existing section. This section notes that access on to state and town roads will require approval from either the highway superintendent or VTrans depending if it was a state or town road. Access onto private roads does not require an access permit.

Section 453 changes: There was a minor change to the wording in the parking use table. No substantive changes were made.

Section 470 changes: The following changes were made to Section 470:

- Section 470.B: The following changes were made to this section:
  - B.1: No changes were made to this section.
  - B.2: Minor change to change businesses to commercial use.
  - B.3: No changes were made to this section.
  - B.4: There was a minor change made to this section changing mane activity to principal or accessory use.
  - B.5: No changes were made to this section.
  - B.6: No changes were made to this section.
  - B.7: There were minor technical corrections made to clarify when business signs need to switch when a business changes.
  - B.8: There was one minor technical change to this section.
- Section 470.C: One minor change to this section but it was a minor correction.
- Section 470.D: One minor change made to this section removing the MOR district from this section.
- Section 470.E: No changes were made to this section.
- Section 470.F: No changes were made to this section.
- Section 470.G: Two minor technical changes to this section to clean up language and reference the right regulations.
- Section 470.H: The following changes were made to this section.
  - H.1: No changes were made to this section.
  - H.2: This section notes that a banner hung across the town highway requires approval from the Road commissioner, but they wont require a zoning permit.
- Section 470.I: Minor language change noting that signs can be exempt for two weeks at a time at the discretion of the Zoning Administrator.

Section 480 Changes: The following changes were made to this section:

- Section 480.A: There was a minor change to reference the correct section of the bylaws. There were a few other technical corrections made to this section.
- Section 480.B: This section was changed to note that further development down a class 4 road will require selectboard sign off before a zoning permit is issued or a subdivision is approved.
- Section 480.C: The following changes were made to this section.
    - C.1: This section was changed to change the screening requirements for parts that are stored outside.
    - C.2: No changes were made to this section.
    - C.3: There were minor technical changes made to this section.
    - C.4: This section was changed to allow the storage of junk vehicles long term provided they are screened by landscaping or fencing to the extent practicable.
- Section 480.D: There was a minor technical correction made to this section that notes that preexisting nonconforming canopies will be required to comply with regulations in question if they are redeveloped. It also notes that retail of food and beverage is allowed.
- Section 480.E: The following changes were made to this section:
    - E.1: The words rock and mining were added to this section for clarity.
    - E.2: No changes were made to this section.
    - E.3: No changes were made to this section.
    - E.4: No changes were made to this section.
    - E.5: No changes were made to this section.
    - E.6: No changes were made to this section.
    - E.7: No changes were made to this section.
    - E.9: No changes were made to this section.
    - E.10: No changes were made to this section.
- Section 480.F: Language was added to this section to clarify that lawn sales are limited to 4 a year. This restriction includes properties, dwellings and buildings as well.
- Section 480.G: Language was added to this section to clarify that campers, RVs, Shipping containers and storage trailers will be required to obtain a permit if not stored in a driveway, campground or sales lot. It was also noted that they shall comply with the flood hazard regulations.

Section 490 Changes: The following changes were made to this section:

- Section 490.A: minor changes were made to this section to clarify that the lighting standards apply to commercial properties. It also notes that glare from neighboring properties needs to be considered.
- Section 490.B: This section was updated to note that lighting cannot exceed 3-foot candles as shown on a lighting plan.
- Section490.C: No changes were made to this section.
- Section 490.D: Minor correction

- Section 490.E: This section was changed to note that buildings in Morristown historic district can be externally illuminated to emphasize architectural features.
- Section 490.F: No changes were made to this section.
- Section 490.G: No changes were made to this section.

Section 500 Changes: The following changes were made to this section:

- Section 500.A: This section was written to note that Dwelling units 1&2 units are exempt from site plan review. There were additional minor language changes made.
- Section 500.B: The following changes were made to this section:
    - B.1: No changes were made to this section.
    - B.2 :No changes were made to this section.
    - B.3 :No changes were made to this section.
    - B.4: No changes were made to this section.
    - B.5: No changes were made to this section.
    - B.6: This section was changed to note that the new section 510 will require site plan review. This section also notes that utilities such as mini splits and propane tanks need to be shown on the site plan.

Section 505 Changes: The following changes were made to this section:

- Section 505.A: The Following changes were made to this section:
    - A.1: No changes were made to this section.
    - A.2: No changes were made to this section.
    - A.3: No changes were made to this section.
    - A.4: No changes were made to this section.
    - A.5: No changes were made to this section.
    - A.6: This section was added to require screening of utilities.
    - A.7: The word taken was added to this section to improve clarity.
    - A.8: Minor change made to reference 4b instead of zone three.
    - A.9: Language was added to clarify that landscaping needs to be maintained.
    - A.10: No changes were made to this section.

Section 506 Changes: This section was changed to note that effort should be made to protect perennial streams.

Section 510 Changes: Section 510 underwent significant revisions. The existing contents of Section 510 were moved to the subdivision regulations. Section 510 now outlines how multiple principla uses on a lot are permitted. The 2023 bylaws make no mention of how multiple principle uses are permitted. This section clarifies this process and outlines how this use will be reviewed and permitted. The following will go into this in more detail:

- Section 510.A: This section notes what zoning districts the multiple principla uses is allowed in.

- Section 510.B :This section notes that all lots are allowed any use shown in the use table for the respective districts. It also goes into more detail about how this use is permitted if all of the uses are permitted uses. It also notes when site plan review is not required.
- Section 510. C: This section notes what would trigger review of a site plan by the DRB in the event a property host multiple principal uses. It also notes that lots in the RRA, HDR, MDR and LDR are only allowed one principal use on a lot and thus are ineligible to host multiple principle uses.

Section 511 Changes: This is a new section that was added to the bylaws. It is intended to codify the intent of the current short-term rental regulations while clearing up some problems with the current language. As currently written the Morristown short-term rental regulations could be interpreted in such a way as to exempt certain types of short-term rental from any type of local permitting. To correct this the PC added in Section 511 which take the short-term rental regulations out of the definition section and puts it in as its own regulation. This section notes that while the use of a short-term rental of 4 or fewer bedrooms is exempt from permitting the buildings themselves are not exempt and do require permitting.

Section 600 Changes: No changes were made to this section.

Section 610 Changes : A minor change was made to note that the DRB shall perform the functions noted in Section 24 vsa 4460.

Section 612 Changes: There were no major changes made to this section.

Section 620 Changes: There was no new content added to this section. The old Section 622 and 624 were removed based on advice from the town attorney. Parts of these old sections were relocated to different sections of the bylaws.

Section 630 Changes: The following changes were made to this section:

- Section 630.A: A minor change was made to note that the DRB shall review conditional use instead of allowing them.
- Section 620.B: There were several minor technical corrections made to this section intended to provide clearer language outlining the DRBs role in approving projects.
- Section 630.C: This section underwent several revisions. Sections of the old bylaws were removed, these include 632.1,632.2, 632.4, and 632.5. the old 635.3 was kept along with the old 632.6 632.7, 632.8, 632.9 and 632.10. The content of these sections remains the same.
- Section 630.D: No changes were made to this section.

Section 640 Changes: Section 642.1 was removed from this section as it was redundant. The following additional changes were made to this section.

- Section 640.A: No changes were made to this section.
- Section 640.B: No changes were made to this section.

- Section 640.C: Minor technical corrections were made to this section.
- Section 640.D: No changes were made to this section.
- Section 640.E: Minor technical corrections were made to this section.
- Section 640.F: This section was modified to include language from state statute that governs appeals.

Section 660 Changes: This section was completely removed from the bylaws. In order to administer certain ACT250 criteria locally the DRB has to follow The Municipal Administrative Procedures Act. This is an extremely onerous and time-consuming process that the DRB did not feel it had the capacity to follow. Therefore, this section was removed. Doing so does not put the towns Downtown Designation at risk or impact our ability to pursue Tier 1b.

Section 710 Changes: This section has undergone substantial revisions. The following will go into this in more detail:

- Section 710.A: A minor correction was made to this section changing subdivision to subdivided lot. This was done for clarity.
- Section 710.B: This section had substantial revisions made to it. The major subdivision language was broken out into its own subsection It also clarifies which section of the bylaws apply to subdivision review.
- Section 710.C: This section was added to the bylaws and was originally part of the old Section 702. This new section redefines major subdivision into a subdivision that creates 3 new parcels and 1 parent parcel for a total of 4 lots. This section further notes that all major subdivisions have to go through the PUD regs in Section 740. Section 740 has the old PUD language in it. It also notes that if this subdivision involves buildings with multiple principle uses the project shall also be reviewed under Section 510 of the bylaws.

Section 720 Changes: This section has undergone significant revision. In many towns major subdivisions follow a three-step process which runs as follows: Sketch Plan Review, which is a nonbinding optional advisory process where no formal decision is issued, Preliminary Review, which is a formal review with a DRB decision, and Final Review which is the final approval of the subdivision. The current 2023 bylaws only has a two- step process which combines sketch and preliminary review into one thing. This system also has either the Zoning Administrator or DRB issuing sketch plan approvals despite the fact that sketch plan review are supposed to be nonbinding and advisory only. The revisions to Section 720 establish a traditional review format for major subdivisions. The changes are as follows:

- Section 720.A: This section reestablishes the nonbinding sketch plan review process. It notes that this process can be skipped and the applicant can simply choose to proceed to Preliminary Review. This section was also changed to allow site visits to be optional instead of mandatory.
- Section720.B: This section outlines how the sketch plan process works. It also covers the information that will be required for preliminary review. This section also makes clear that any outstanding information not provided for preliminary review will be required prior to final review of the subdivision.

- Section 720.C: This section establishes the preliminary subdivision review regulations.
- Section 720.D: This section establishes the standards for final subdivision review.
- Section 720.E: This section was part of the old Section 510 conservation subdivision language which mandates the conservation of 50% of the developable land of the proposed subdivision. Most of the language is the same as what was in Section 510 it has simply been removed from the PUD section and added to this section. The content remains the same though some language was changed for clarity. The old language in section 720.5 was removed as it was no longer relevant given the proposed revisions

Section 730 Changes: This section underwent significant revisions. The old Section 730.1 was removed as it was no longer relevant given the proposed changes to the bylaw. The following will go into this in more detail:

- Section 730.A: No changes were made to this section.
- Section 730.B: This language already exists in the bylaws, it was broken out into its own section for clarity.
- Section 730.C: This language already exists in the 2023 bylaws in Section 720.3 It was moved to this section for clarity. The contents of this section were not changed.

Section 740 Changes: This is a new section, and it contains most of the language which used to be housed in Section 510 of the 2023 bylaw. The following goes into this in more detail:

- Section 740.A: This section outlines the purpose of the PUD section. Most of this language already exist in the 2023 bylaws in Section 510. It has been reordered to fit this new section, but the content largely remains the same.
- Section 740.B: This section outlines the specific feature that are supposed to be preserved as part of a conservation subdivision. This language already exists it was simply reordered and added to this new section.
- Section740.C: No changes were made to this section it was simply reordered.
- Section 740.D: This section is a mix of old language from the 2023 version of section 510 and language that can be found in the new version of Section 720. Natural resource identification. Lot calculation and design process all comes from the old version of Section 510.
- Section 740.E: This section came out of the 2023 version of Section 510. There was language added for clarity that the preliminary plat should have the information noted in Section 770 of the bylaws. Language was also added to make it clear that a project location within the village limits makes it eligible for further reduction in lot size then what is generally allowed in a PUD.

Section 750 Changes: There were significant changes made to this section. The old language in section 750.1 was removed as it was replaced with new language. The following additional changes were made to this section:

- Section 750.A: There was a minor change made to this section replacing mylar with survey. The mylar cannot be recorded until the Zoning Administrator approves the survey.
- Section 750.B: No changes were made to this section.
- Section 750.D: No changes were made to this section.
- Section 750.E: There were some minor technical changes made to language made to this section.
- Section 750.F: There were some changes made to this section to provide clarity on the types of tools the DRB can use to ensure compliance with their approvals.

Section 760 Changes: The old language in Section 760.23 was removed as subdivisions approval run with the land. Therefor an applicant cannot be held to new standards that were not part of the original subdivision approval so long as the applicant is not looking to deviate from the plans that were approved. The following changes were made to this section:

- Section 760.A: There were several changes made to this section for clarity, but the intent Is the same.
- Section 760.B: There were minor changes made to this section for clarity.

Section 770 Changes: The following changes were made to this section:

- Section 770.A: There were several technical corrections made to the language of this section. These changes were made to provide clarity as to what applicants had to include on their final plats. Some language was removed that required certain features to be shown on a plat that were better shown in an applicant's site plan rather than the plat.

Section 790 Changes: There were several technical changes to the language in this section to provide clarity.

Section 800 Changes: There were no substantive changes made to this section.

Section 810 Changes: There were several minor changes made to the language in this section, but no major revisions were made.

Section 820 Changes: The following changes were made to this section:

- Section 820.A: There were minor language changes made to this section for clarity,
- Section 820.B: No changes were made to this section.
- Section 820.C: This section is new and is a duplication of language that is found in Section 420.H of the proposed 2026 bylaws.
- Section 820.D: No changes were made to this section.
- Section 820.E: No changes were made to this section.
- Section 820.F: No changes were made to this section.
- Section 820.G: No changes were made to this section.
- Section 820.H: No changes were made to this section.

- Section 820.I: Minor language changes were made for clarity.
- Section 820.J: There were some technical change made to the language in this section for clarity.

Section 830 Changes: Language was added to this section to clarify what types of wastewater approvals were required in order to approve a subdivision. This section already existed but the language changes were made for clarity.

Section 835 Changes: Several minor language changes were added to this section.

Section 840 Changes: Several minor language changes were made to this section, but no substantive changes were made to this section beyond what currently exists.

Section 850 Changes: There was a substantive change made to this section. Language was added to note that projects that receive a state wetland permit or storm water permit do not have to have their project reviewed using the standards noted in this section. Several other language changes were made but they were not substantive.

Section 860 Changes: There were minor technical changes made to this section.

Section 870 Changes: There was language added to this section that legal review of HOA documents will be required prior to the recording of a subdivisions mylar.

Section 900 Changes: Several definitions were added to this section. The purpose of these additions was to provide clarity to new term that were introduced, such as Accessory on Farm Business. Many of the changes to the definitions in this section were technical and did not result in substantial changes to the definitions themselves. The short-term rental regulation did see significant revisions as it was given its own section in the bylaws. This allowed the definition to be shortened. Some of the definitions were removed and replaced with similar definitions that fit better in the bylaws.

Article X changes: The biggest change to this section was the elimination of the mixed office residential zoning district. Several zoning district boundaries had to be changed to absorb this district. There were also other technical changes made to the zoning district boundaries such as IND 4. to correct errors.

Conclusion: This memo provided a general walkthrough of the proposed changes to the 2026 bylaw. While additional changes could be made these improvements build on the hard work that has been done in the past and provide a solid foundation for future improvements.

Sincerely
Tyler Machia

FINAL
Planning Commission Strike Version Approved 04-28-2026 with minor amendments for Planning Commission (Final Minor Edits: Technical corrections and grammar edits.)

State of Vermont Chartered in 1781
RRISTOWN

State of Vermont Chartered in 1781
~~2023~~ MORRISTOWN

2026 ZONING AND SUBDIVISION BYLAWS
VILLAGE OF MORRISVILLE / TOWN OF MORRISTOWN

Adopted by the Morristown Selectboard & the Morrisville Village Trustees as follows:

Town of Morristown	**Village of Morrisville**
Interim Zoning Bylaws, June 9, 1971	Interim Zoning Bylaws, June 9, 1971
Permanent Zoning Bylaws, November 1974	Permanent Zoning Bylaws, July 9, 1973
Revised Zoning Bylaws, June 23, 1976	Revised Zoning Bylaws, May 29, 1978
Revised Zoning Bylaws, September 16, 1978	Revised Zoning Bylaws, January 3, 1984
Revised Zoning Bylaws, January 3, 1984	Revised Zoning Bylaws, October 9, 1989
Interim Subdivision Bylaws, September 29, 1989	
Permanent Subdivision Bylaws, October 14, 1991	
Revised Zoning & SD Bylaws, November 15, 1993	Revised Zoning Bylaws, Nov 15, 1993
Revised Zoning & SD Bylaws, November 15, 1994	Revised Zoning Bylaws, Nov 15, 1994
Revised Zoning & SD Bylaws, November 27, 1995	Revised Zoning Bylaws, Nov 27, 1995

Town of Morristown/Village of Morrisville (unified bylaw)
Revised Zoning & Subdivision Bylaws on 14 October 1998, 10 May 1999, 5 December 2000, 15 July 2002, 1 June 2004, 6 February 2006, 16 November 2009, 14 June 2010, 29 November 2010, and 2 May 2011
Revised Zoning & Subdivision Bylaws, November 6, 2011 (Town) / December 12, 2011 (Village)
Revised Zoning & Subdivision Bylaws, September 16, 2013 (Town) / October 7, 2013 (Village)
Revised Zoning & Subdivision Bylaws, May 19, 2014 (Town) / May 26, 2014 (Village)

Revised Zoning & Subdivision Bylaws, November 24, 2014 (Town) / November 17, 2014 (Village)
Revised Zoning & Subdivision Bylaws, September 28, 2015 (Town) / October 5, 2015 (Village)
Revised Zoning & Subdivision Bylaws, July 18, 2016 (Town) / August 1, 2016 (Village)
Revised Zoning & Subdivision Bylaws, June 26, 2017 (Town) / June 19, 2017 (Village)
Revised Zoning & Subdivision Bylaws, September 10, 2018 (Town) / September 5, 2018 (Village)
Revised Zoning & Subdivision Bylaws, June 19, 2019 (Town) / June 19, 2019 (Village)
Revised Zoning & Subdivision Bylaws, September 21, 2020 (Town) / October 7, 2020 (Village)
Revised Zoning & Subdivision Bylaws, January 4, 2021 (Town) / January 6, 2021 (Village)
Revised Zoning & Subdivision Bylaws, December 5, 2022 (Town) / December 7, 2022 (Village)
Revised Zoning & Subdivision Bylaws, November 6, 2023 (Town) / November 1, 2023 (Village)

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APPENDIX 2 – WINDOW & EAVE ARCHITECTURAL DETAILS (A, B & C) OF §207 HISTORIC PRESERVATION: ....**ERROR! BOOKMARK NOT DEFINED.**

ARTICLE I. GENERAL PROVISIONS

Section 100. Authority.

A. ~~101.~~ **Establishment.** In accordance with the Vermont Municipal and Regional Development Act (referred to hereafter as the "Act"), Chapter 117 of Title 24, VT Statutes Annotated, there are hereby established Zoning Bylaws for the Village of Morrisville and the Town of Morristown.

B. ~~102.~~ **Intent**. It is the intent of these Bylaws to provide for orderly community growth, to provide for public health, safety and welfare, to achieve the purposes set forth in the Act, and to further the principles of the Town Plan.

C. ~~103.~~ **Effective Date.** This Bylaw shall take effect per §4442 of the Act. Any zoning bylaws previously adopted and in effect are hereby repealed and declared null and void.

D. ~~104.~~ **Amendments**. The Bylaws may be amended in accordance with §4441 & 4442 of the Act.

Section 110. Interpretation and conflicting regulations.

If a provision of the Bylaws is stricter than required by the Act, the Bylaws shall govern. If a provision of the Act is stricter than the Bylaws, the state law shall ~~rule.~~control.

Section 120. Severability.

If any part of these Bylaws is adjudged to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole, or any part thereof, other than the part so adjudicated.

ARTICLE II. DISTRICT ESTABLISHMENT AND REGULATIONS

Section 200. Zones and areas created for the zone descriptions and map.

A. ~~201.1~~ **Zones Created**. For the purposes of these Bylaws, Morristown is divided into the following zones:

~~a.~~1. Central Business Zone CB

~~b.~~2. Commercial Zone COM

~~c. Mixed Office Residential Zone MOR~~

~~d.~~3. Industrial Zone	IND
~~e.~~4. Hospital Zone	HOS
~~f.~~5. High Density Residential Zone	HDR
~~g.~~6. Medium Density Residential Zone	MDR
~~h.~~7. Low Density Residential Zone	LDR
~~i.~~8. Rural Residential Agricultural Zone	RRA

Section 201. Zone Boundary Interpretation.

A. ~~201.1~~ **Boundaries Following Features.** Zone boundaries shown approximately within the lines of physical features, such as existing roads, ravines, or waterways shall be deemed to follow their centerlines.

B. ~~201.2~~ **Boundaries Following Lot Lines.** Where zone boundaries do not follow physical features, and appear to instead follow lot lines, such lot lines shall be construed to be the said boundary.

C. ~~201.3~~ **Boundaries Dividing Lots.** Where a zone boundary does not follow physical features, or lot lines, and divides a lot in ~~single~~common ownership, the Development Review Board (referred to hereafter as ~~"~~the "DRB") may permit as a Conditional Use the extension of the Zoning District regulations for either district to the whole lot for either portion of the lot.

D. ~~201.5~~ **Unusual Situations.** Where circumstances regarding boundary interpretation are not covered in §201–§201.3, the DRB shall interpret the zone boundaries.

E. ~~201.6~~ **Rounding.** All dimensional requirements~~, other than Minimum Lot Size, and Minimum Area per Residential Unit~~ shall be rounded down to the nearest whole number for any zoning calculation.

Section 202. Zoning Maps.

The official zoning maps entitled "Morrisville Zoning Map and Morristown Zoning Map," located in the office of the Zoning Administrator, are hereby adopted as part of these Bylaws.

Section 203. Special Protection Areas.

For the purposes of these Bylaws, the Town is divided into the following overlay Special Protection Areas that shall be part of any of the zones established in §200. Development within these Special Protection Areas is subject to the additional requirements described in §300–§348 of these Bylaws: Ground Water Source Protection Areas (SPA), Flood Hazard Areas (FHA), & Environmental Protection Areas (EPA). The official maps for the Special Protection Areas, as described in §300–§348, shall be kept on file at the office of the Zoning Administrator, and are hereby adopted as part of these Bylaws.

Section 204. Permitted and Conditional Uses, Variances, Waivers, dimensions and design requirements.

A. ~~204.1~~ **Permitted uses**. Uses that the Zoning Administrator may issue zoning permits for without requiring a hearing provided that any specific requirements are met. The letter "P" designates in what zones permitted uses are allowed on the "use table" found on the next page.

B. ~~204.2~~ **Conditional uses**. Uses for which the DRB must conduct a warned public hearing and may approve the application with conditions as appropriate. The letter "C" designates in what zones conditional uses are allowed on the "~~dimension table~~Use Table" on the next page.

C. ~~204.3~~ **Variances.** Variances for frontage, setbacks, and other various requirements of these Bylaws and of §4469 of the Act may be granted by the DRB after submittal of a §500 Site Plan and a public hearing per §4465-§4469 of the Act. ~~Issuing variances for Development controlled by §320 Flood Hazard Areas and 24 VSA §4469 should be avoided. The Board shall notify applicants that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance~~

D. ~~204.4~~ **Waiver**. The DRB may ~~reduce up to 25% of~~modify any dimensional or numerical requirement by up to 5% in the MDR Zone and the LDR Zone, and by up to 15% in all other zones, with said percentage calculated by dividing the area lacking the minimum requirement by the required minimum area, provided the waiver request can be found to meet at least 2 of the following goals:

~~Page~~

a.1. Maintains to extent, reasonably practicable compact development patterns in the village and the rural feel of the Town.

b.2. Minimizes impacts to the environment and natural surroundings.

c.3. Does not disrupt the neighborhood's existing settlement pattern.

d.4. Does not detract from the value of adjacent properties on the Town's Grand-List.

e.5. Protects or enhances historic resources.

6. The Makes the Town a more interesting place to work and live via the installation of a permanent public art installation., desirable, and durable community improvement project. Eligible public art installationscommunity improvement projects include, but are not limited to, murals, place-making architecture, and sculptures. The architectural lighting (per §490.5), fountains, murals, streetscape improvements, sculptures, pocket parks, or public gathering spaces with shade, and/or other recreational amenities (ex. public basketball court), provided that the applicant or Selectboard has committed in-writing to the perpetual maintenance thereof. At least 20 calendar days prior to date of proposed public hearing, the DRB shall be in receipt of a supporting letter from a community group such asthe Town's Recreation Coordinator, River Arts, or MACC stating that the proposed art installation is durable, desirable, and makes the town a more interesting place to work and live. A before granting a community improvement project waiver. Regardless of the above calculation, a maximum waiver of only 2 additional dwelling units is available via this waiver.

6. The creation of new affordable housing per 24 VSA §4303 (1-2) that is permanently deed restricted. The Waiver percentage allowed for the creation of new affordable housing, which includes a waiver for minimum parking requirements, shall match the percentage of affordablevia the community improvement project waiver, with these additional dwelling units proposed in any Affordable Housing Development (ex. a development that is 50% affordable gets up to a 50% Waiver). Said waiver % shall not exceed 75% even if a higher level of affordability is proposed. being an unavailable option in the Rural Residential Agricultural & Industrial zones).

~~204.5a **Uses Allowances**. The use definitions allowed in each zone are shown in the following table:~~

Section 204.E

USE TABLE	CB	COM	IND	HOS	HDR	MDR	LDR	RRA
Accessory Retail & Food	P	P	P	P	-	-	-	-
Acc. Use / Structures	P	P	P	P	P	P	P	P
Agriculture, Accessory On-Farm Business	P	P	P	P	P	P	P	P
Bar / Brewery	C	C	C	-	-	-	-	-
Building Height above 30 feet	P	P	P	P	C	C	C	C
Building Height above 40 feet β	C	C	C	C	-	-	-	-
Bulk Storage of Fuels	-	-	C	-	-	-	-	-
Business Services	P	P	P	-	-	-	-	-
Commercial Use / Light Industry	C	C	P	-	-	-	-	-
Community Facility	P	C	C	-	C	C	-	-
Cottage Court Development	C	C		C	C	C	C	
Day Care Facility	P	C	C	C	C	C	C	-
Airport, Landing Strip or Helipad			C	C			C	
Drive-Through	-	C	-	-	-	-	-	-
Dwelling - 1 & 2 Units and (ADUs)	P	P	-	P	P	P	P	P
Dwelling (3 & 4 Units)	P	P	-	P	P	P	P/C**	-
Dwelling (5 or More Units)	P	C*	-	C*	C	-	-	-
Family Childcare Facility	P	P	P	P	P	P	P	P
Fence (not by-right)	C	C	C	C	C	C	C	C
Firewood Processing	-	-	C	-	-	-	C∞	C
Gas Station	-	-	-	-	-	-	-	-
Group Home / Recovery Residence	P	P	-	P	P	P	P	P
Health Care Facility	P	P	-	P	-	-	-	-
Home Business	-	-	-	C	C	C	C	C
Home Occupation	P	P	-	P	P	P	P	P
Hotel, Inn or Motel	C	C	C	-	-	-	-	-
Motor Vehicle Sales & Repair	-	C	-	-	-	-	-	-
Multiple Principal Uses on a lot	C/P	C/P	C/ P	C/P	-	-	-	-
Parking Facility	C	C	-	C	-	-		
Private Clubs	P	P	-	C	C	C	C	C
Professional Office	P	P	P	-	-	-	-	-
Recreation Facility	P	P	C	C	C	C	C	C
Recovery Residence	P	P	P	P	P	P	p	
Restaurant	P	P	C	-	-	-	-	-
Retail Sales of Goods & Services	P	P	-	-	-	-	-	-
Sale of Goods Produced On-Site	P	P	P	-	-	-	-	-
Sexually Oriented Business	-	-	C^	-	-	-	-	-
Shelter	C	C	C	C	C	C	C	C
Special Industry	-	-	-	-	-	-	-	C ˇ
Short-Term Rentals 5-8 Bedrooms	P	P	P	C	C	C	C	C
Short Term Rentals 4 or Fewer	P	P	P	P	P	P	P	P
Warehouse & Storage Facility	-	-	p	-	-	-	-	-

The use definitions allowed in each zone are shown in the following table:
* = The Dwelling (5 or More Units) use is only allowed in the HOS Zone as part of a Health Care Facility use and in the COM Zone when a Business Services, Restaurant, or Sales of Goods & Services use, or a combination thereof, is provided on at least 50% of a building's the ground / 1st floor of the building.
** = The Dwelli ng (3 & 4 Unit) Use is permitted for Class 1 Development but Conditional for Class 2 & 3 Development
= Sexually Oriented Business are only allowed in Zone IND #3 (Trombley Hill)
ˇ = The Special Industry use is only allowed east of Garfield Road between the river (south) and the town line (north)
∞ = The Firewood Processing use is only allowed in the LDR-2 Zone. It is not allowed in Zones LDR-1, 3, 4, and 5.
° = Regardless of any density calculations in the HDR Zone, the adaptive reuse of accessory buildings that existed on 1 January 2023 into 1 or 2 new dwelling units may be administratively approved by the Zoning Administrator.
β = See definition of Building Height to ensure fire protection for any proposed Structure above 40 feet in height.
Please Note: All permitted uses, except Dwelling, 1 & 2 Units, with new footprints larger than 20,000 ft2 require §500 DRB Site Plan Approval.

Section 204.F

Dimension Table	CB	COM	IND	HOS	HDR	MDR	LDR	RRA
Development Class	1	1	1,2**&3**	1	1	1,2**&3**	1,2**&3**	3
Minimum Lot Size	1,500	8,000	40,000	8,000	2,000	4,000**	8,000**	80,000
Minimum Land Area Dwelling (1 & 2 Units)	No limit	8,000	-	8,000	2,000	4,000**	8,000**	80,000
Minimum Land Area per Dwelling (3 & 4 Units)	No limit	8,000		8,000	2,000	4,000	-	-
Minimum Land Area for each additional unit for the Dwelling (5 or more Units) use	No limit	2,000*	-	2,000*	2,000	-	-	-
Minimum Lot Frontage	20	50	50	50	20	40	50	50
Maximum Front Setback	8	-	-	-	-		-	-
Minimum Front Setback	-	30	50	35	-	25	35	45
Minimum Side Setback	-	5	10	10	-	5	10	15
Minimum Rear Setback	-	5	10	10	10	10	15	15
Minimum Shoreline Setback	50	50	50	50	50	50	50	50

* = Dwelling (5 or More Units) use is only allowed in the HOS Zone as part of a Health Care Facility use, and in the COM Zone when a Business Services, Restaurant, or Sales of Goods & Services use occupies at least 50% of a building's ground / 1st floor gross floor area.
** = Areas of the MDR & LDR Zones with Class 2 Development require a 15,000 ft2 minimum lot size, and any areas of the LDR Zone relying on Class 3 Development require a 25,000 ft2 minimum lot size.
ˆ = IND Zone Class 2&3 Development allowed in IND#2 (west of Houle Ave. frontage to the east and south of Harrel St), IND#3, IND#4 (west of Ryder Brook), & IND#5.

Section 205. General zoning requirements.

In addition to the use and dimensional tables found above ~~in §204a and §204b~~, all ~~zoning application~~development shall comply with Article III Special Protection Areas, the General Regulations found in §400-§499 of these Bylaws, and §500 Site Plan ~~Approval~~Review, except Dwelling – 1&2 Units shall not be subject to Site Plan review.

Section 206. Design Criteria.

A. The Zoning Administrator, as part of the review of a permitted use or DRB as part of the review of a conditional use, site plan review, waiver request, or variance, may require the submission of a proposed building rendering to ensure that the below design criteria requirements are met ~~for Dwelling Unit Multi-Family, Dwelling Unit Two-Family, and business uses in the following zones: CB, COM, IND #4 (north of Bridge St only) & IND #5 (airport), HOS, HDR, & MDR~~in the following zones: CB, COM, IND #5 (airport), HOS, HDR, MDR & LDR. Dwelling (1 & 2 Units) & Dwelling (3 & 4 Units) are exempt from the design criteria noted below. The Zoning Administrator may require a rendering of any principal or accessory structure including Dwelling (1 & 2 Units) & Dwelling (3 & 4 Units) for the sole purpose of documenting the intended exterior elevation and location of a structure across all zoning districts.

B. For Dwelling Unit (5 or More) & Dwelling (3 & 4 Units) and business uses, excluding Home Occupation or Home Businesses the following Design Criteria standards apply:

~~a.~~1. Architectural repetition~~:~~. Each building proposed shall be architecturally different than any directly adjacent building (regardless of parcel or property lines). In a townhouse style or similar development, the prohibition on architectural repetition shall be evaluated between the individual townhomes, and not between the adjacent larger building pods (with a building pod being defined as containing 3 or more townhomes on a common foundation). Building articulation of 2 feet or more or the use of a different roof design (ex. flat, gable, gambrel, hip, shed) are minimum requirements to avoid the architectural repetition prohibition between otherwise identical buildings. ~~=~~In no situation shall the front of a townhouse face the rear of another townhouse unless a parking area or road separates them.

~~b. Blank walls: Blank walls shall not face any Street on which the property has frontage. A blank wall is a building wall that has an expanse of 30 feet in length or greater without fenestration, building articulation or ground level doorways.~~

~~c.~~2. Cladding~~:~~. The trim boards for all windows and doors shall sit proud of vinyl siding and hide all J-Channel trim.

~~d. Exterior Access: To encourage townhouse style development in the HDR Zone, all Dwelling Units shall provide a private entry/exit door that accesses at ground level.~~

3. Entry door. At least one functional entry door facing the parcel's primary street frontage shall be provided. In the case of a corner lot, additional entry doors are only required if a sidewalk exists along that additional frontage.

~~e.~~4. Front porch~~:~~. All residential construction must include a covered front porch with a minimum size of 8 feet by 6 feet, located on the side(s) of the building that parallels

existing or new public sidewalk(s) (as required by the Morristown Sidewalk Policy~~)~~).

~~f.~~5. Garages. Attached ~~and detached~~ garages shall be located at least 5 feet further from the primary street frontage than the foundation of the home or business that the garage is accessory to~~, and at least 20 feet from the closest edge of sidewalk or street pavement. Garages shall not be more than ½ the length of said home or business, with both lengths measured along the~~. Tuck-under parking, which is ground-level parking under a second story accomplished without a garage door shall not be allowed when it is visible from a primary street frontage. Interpretation of primary street frontage, when a property has multiple frontages, shall be made by the DRB or ZA, depending on whether a public hearing before the DRB is required.

6. Pedestrian walkway: When a sidewalk is present along the frontage of a property, a 4-foot-wide unobstructed walkway, consisting of bricks, concrete, or pavers shall be provided to connect it to the building's primary entrance.

~~g.~~ Blank walls. Blank walls shall not face any Street on which the property has frontage. A blank wall is a building wall that has an expanse of 30 feet in length or greater without fenestration. ~~Public entrances: All Dwelling Units shall include at least one functional public entrance that faces the parcel's primary street frontage. In the case of a corner lot, additional public entrances are only required if a sidewalk is present along the additional frontages.~~

7. windows, building articulation or ground level doorways.

8. Building size maximums. Except within the COM, IND & HOS Zones, the width of any new structure, which shall not be subject to Waiver considerations, is limited to 68 feet or less and its depth shall be limited to no more than 150% of the depth of the larger of the two directly Principal structures, including structures on an adjacent street for corner lots.

9. Glazing. The portion of a building's facade that contains a commercial storefront or a residential lobby shall be at least 50% glazed, which refers to a collection of panes or full sheets of glass, set within frames such as windows or doors. To meet this glazing requirement, transom windows must be provided above the main entry door that is required by §206.1(c). Sidelight windows adjacent to said entry door, if any, shall also have transom windows above.

10. Lighting. A lighting plan that shows compliance with Section 490 of the Bylaws.

11. Loading docks ~~& garbage storage:~~. All loading docks ~~and garbage storage and pick up areas~~ shall be located in the rear of ~~Buildings~~buildings and away from any public right-of-way, and then away from residential uses. When ~~said location~~this is not possible, screening, such as fencing or landscaping, shall be used to obscure these areas from view ~~of~~to the extent reasonably practicable.

~~h.~~12. Garbage storage. Garbage storage and pick-up areas shall be located in the rear of buildings and away from public ~~right~~rights-of-way~~.~~, and then away from residential uses. When said siting is not possible, screening, such as fencing or landscaping, shall be used to completely screen these areas.

~~i.~~13. Outside space~~:~~. All new dwelling unit multi-family uses shall include 24 ft² of exterior outdoor space per unit that may be comprised of any combination of the following: a common roof-deck, a common area deck or porch, a front lawn area located outside required setbacks, or a private deck, porch, or patio that is attached or adjacent to the dwelling unit.

~~j.~~1. ~~Rooflines: Rooftop mounted mechanicals and flat roofs shall be screened by extended parapets or projecting cornices, or located so they are not visible from any Street. Space enclosed by parapet walls, including head-house access to a rooftop, shall not count towards the Building Height measurement, nor §207b.~~

~~k.~~14. Parking~~:~~. In addition to the parking requirements found in §450, other than handicapped parking, parking shall be located to the sides or rear of buildings. No Parking Space Off-Street shall be located between the building and the road from which it derives its frontage.

~~l.~~15. Pedestrian and bicycle infrastructure~~:~~. If called for by the Morristown Sidewalk Policy, development shall include sidewalks along the parcel's Street frontage to ensure pedestrian connectivity to adjacent parcels. This frontage sidewalk shall be physically connected to the walkway to the ~~Building's main entrance~~ building's entry door. A bike rack shall also be provided for new Development that has 10 or more new parking spaces.

16. Rooflines. Rooftop mounted mechanicals and flat roofs shall be screened by extended parapets or projecting cornices, or located so they are not visible from any Street. Space enclosed by parapet walls, including head-house access to a rooftop, shall not count towards the Building Height measurement, nor §207b.

~~m. Lighting: A lighting plan that demonstrates compliance with Section 490 of the Bylaws.~~

17. Stormwater. Stormwater shall not be directly discharged from commercial or multi-family dwelling unit structures onto Town property, including, but not limited to, any public Street or public road right-of-way unless approved per 19 VSA §1111.

~~n.~~18. Utilities~~:~~. Utilities shall be underground, unless waived by the DRB due to exceptional hardship not created by the applicant and not exclusively for cost.

C. Cottage Court Development. Development that does not comply with one, more, or all of the Design Criteria requirements of §206.A - §206.B may take the form of a Cottage Court Development. In all zones where Design Review is required (other than Industrial), the Board may, via §630 Conditional Use, allow Cottage Court style development. Cottage Court style development, which is a cluster of detached single-family homes oriented around a common courtyard that is typically perpendicular to the street frontage, shall meet the following minimum requirements:

1. Building Height. Building Height shall not exceed 2.0 stories.
2. Courtyard Width. The required common area courtyard that the dwellings are centered around shall be at least 25 feet wide, grassed or otherwise landscaped, and not bisected by impervious surfaces other than a sidewalk from the common parking area to the dwellings. A front porch on each dwelling may project up to 6 feet into said Courtyard.
3. Density. The number of allowed dwelling units in any Cottage Court development shall not be more than what is allowed by §204.5b Dimensional Requirements, but a Cottage Court development may be located on a single lot.
4. Dwelling Size. The footprint of each dwelling is limited to no more than 800 ft2. All dwellings must be located at least 8 feet from the closest adjacent cottage.
5. Front Door. The front door to each dwelling must face the courtyard.
6. Lot Size. The minimum lot size needed to apply for a Cottage Court Development is 15,000 ft2 *.
7. Parking. A common parking lot shall serve the dwellings and garages. Access to the parking lot shall be via a sidewalk through the central courtyard. Garages, if any, shall not be attached to any of the dwellings.

~~o.~~D. Waiver. ~~The~~ Unless stated otherwise in any of the above §206 requirements, the DRB may grant a §206

Waiver ~~for any and all design requirement of this section along said Streets if~~ if it can be found that doing so meets at least ~~two~~2 of the goals ~~specified in~~of §204.4 Waiver.

Section 207. Historic Preservation Criteria.

A. ~~207.1~~ Goals: The goals of the §207 Historic Preservation Criteria are to (1) protect the built character of the Morrisville Historic District (referred to hereafter as the MHD), (2) ensure that the built forms of the remaining "Contributing Structures" that are protected by this Bylaw remain in perpetuity, (3) protect the unique and rich late 19th Century architecture found on the main commercial thoroughfares in the MHD), and (4) provide a minimum set of prescriptive requirements to ensure that the front and side facades of new buildings constructed within the MHD reasonably match the architectural features commonly found on nearby Contributing Structures.

B. ~~207.2~~ Applicability: The following Historic Preservation Criteria are required for Dwelling Unit Multi-Family uses and commercial uses within the Central Business (CB) Zone for the following streets: Bridge (Route 100 section only), Hutchins, Park, Portland, Pleasant, Lower & Upper Main. Said criteria shall also be required for Dwelling Unit Multi-Family uses with frontage on Brooklyn Street in the High~~-~~Density Residential Zone. However, Sections 207.~~3(G)~~C.5 for Front Setback, 207.~~3(I)~~C.7 for Glazing, and 207.~~3(K)~~C.8 for Mix of Uses of the Criteria shall not be required on this section Brooklyn Street because commercial uses are not allowed therein.

C. ~~207.3~~ Criteria: Historic Preservation Criteria are per cut-sheets A, B & C of Appendix 2, and as follows:

~~a.~~1. Building Height. Minimum Building Height along said Streets is 25 feet.

~~b.~~2. Building Materials. All Development shall use "Preferred Exterior Building Materials" on the front façade and side elevations to protect the built architectural legacy of said Streets. Preferred Exterior Building Materials are brick, glass, natural stone, wood, and solid (not formed) siding choices that are meant to mimic the appearance and density of wood siding. Vinyl siding and trim, and similar formed materials that require a J-Channel at joints, are explicitly excluded from being considered a "Preferred Exterior Building Material." Nothing in this section of the bylaw shall prohibit the use of materials not listed as preferred, provided the Zoning Administrator or DRB finds the proposed materials meet the stated objective of this zone.

~~c.~~3. Corner Boards: Corner boards shall be at least 6 inches in width. Eave & Rakes: Eave and Rakes shall be no taller than 6 inches.

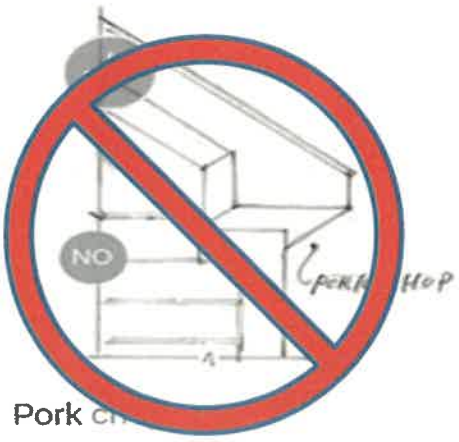
~~d.~~4. Frieze Boards: Frieze Boards shall be of a width that matches the intersecting corner board with no step (in the example below, the 10:12 pitch results in a frieze board width of approximately 10 inches);

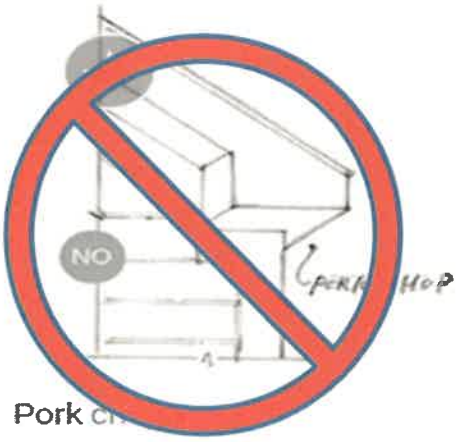


~~Frieze intersection at corner board example at 68 George Street~~

~~e.~~5. Front Setback: A maximum front setback of 8 feet is required in the Central Business Zone (measured from the outside edge of the sidewalk~~).~~, or measured from the outside edge of the traveled way when no sidewalk is present and a sidewalk will not be required). For the section of Brooklyn Street located in the High Density Residential Zone, all structures shall have a minimum front setback of at least 8 feet from the outside edge of the sidewalk.

~~f.~~6. Gable Ends: Gable ends may be angled or closed with a classic short or full-length frieze return. Pork chop returns are not allowed.





Pork ch

https://www.finehomebuilding.com/project-guides/siding-exterior-trim/design-build-gable-end-eave-design

~~g.~~7. Glazing. The ~~ground floor~~portion of a ~~building~~building's facade that ~~parallels the parcel's Street frontage~~contains a commercial storefront or a residential lobby shall be at least 50% glazed, which refers to a collection of panes or full sheets of glass, set within frames such as windows or doors. To meet this glazing requirement, transom windows must be provided above the main entry door that is required by §206.1(b). Sidelight windows adjacent to said entry door, if any, shall also have transom windows above.

~~h.~~8. Mix of Uses. A Business Services, Restaurant, or Retail Sales of Goods & Services use, or a combination thereof is required on 50% of the ground / first floor along said Streets.

~~i.~~9. Trim boards: All window and door trim shall comply with the following requirements:

~~1.~~a. Windows shall have a solid side trim board of at least 4 inches trade width, a ~~head board~~headboard of at least 6 inches trade width, and a sloping sill that stands proud of the surrounding trim by at least 1 inch.

~~2.~~b. Doors shall be trimmed in kind with the windows. ~~Larger~~A larger head and ~~side board~~sideboard trim is acceptable on doors, but not less.

~~j.~~10. Soffits. Soffits shall be angled (following pitch of roof~~).~~) or closed (perpendicular to the wall).

~~k.~~11. Windows. All windows on said Streets shall comply with the following requirements:

~~1.~~a. All new windows, excluding replacement windows, shall be at least twice as tall as they are wide (unless specifically traced to the architecture utilized in the pre-1950 building being replaced/repaired).

~~2.~~b. All windows must be double or single hung, one over one, or two over two, 'lite' styles. Replacement windows may be casements when the single or double-hung effect is simulated. All window muntins must sit proud of the exterior window glass.

~~3.~~c. Windows may be wood, fiberglass, metal-clad, vinyl-clad, but may not be vinyl.

~~Page~~ 18

4.d. A single window size, other than for the store-front windows, shall be used throughout the building unless the proposed fenestration can be shown to reasonably match to the pre-1950 building that existed on the property.

5.e. Any proposed ground-floor storefront windows shall be similar in size and location as the pre-1950 commercial building that was formerly located on the property.

6.f. Window mounted air conditioners are prohibited in windows facing said Streets.

l.12. Waiver. Other than the waiver specified under section §Section 207.3(c)C.2 for preferred building materials, the Zoning Administrator and the Development Review Board shall not waive any of the §Section 207.3C.2 requirements unless it is specifically needed for the rehabilitation of "certified rehabilitation" under the US Secretary of the Interior's 'Standards for Rehabilitation', as regulated by the National Park Service per 36 CFR 67, and the Vermont Department for Historic Preservation. The project owner shall produce the historic rehabilitation plan, and the approval letter from the noted agencies, requiring the use of any non-conforming materials or features.

D. ~~207.4~~ Remaining Contributing Structures within the Morrisville Historic District (MHD): Development that will raze or replace Contributing Structures # 1,2,3,4,6,7,8,11,15,21,22,25,26,27,28,29,31,32,34, 35,36,38,44,45,46,&48 shall be have a substantially similar façade, and architectural details, including but not limited to size, height and width, as described in the MHD, and filed in the National Register of Historic Places. The aforementioned replicated architectural details may only change or terminate from the MHD description at a point no less than 30 feet into the depth of the lot, as measured from the horizontal plane of the front façade. Any replication of a Contributing Structure in the MHD that includes a false front shall keep with the original façade proportions, including cornice line, fenestration size, siding and trim widths, and include its "Morrisville Ears" which are used to hide where the gable ends ~~abuts~~abut the false front. Outside of this specially regulated 30 feet of frontage depth, all development shall otherwise comply with §Section 207.3C.

ARTICLE III. SPECIAL PROTECTION AREAS

Section 300. Public Community Ground Water Source Protection Areas (SPA).

A. ~~301.~~ **Geographic Area**. The areas designated by the Vermont Agency of Natural Resources as **Public Community Ground Water Source Protection Areas** include~~,~~ but are not limited to~~:~~ #5158 Morristown Corner Coop, # 5160 Morrisville Water and Light Department, and # 5162 Pinecrest Trailer Park are hereby designated in these Bylaws as Public Community Ground Water Source Protection Areas (SPA). This SPA Area shall overlay any district created in §201 of these Bylaws and shall be part of any said district(s) and subject to applicable district regulations. Additionally, other special protection regulations established in §320 through 348 shall apply.

B. ~~302.~~ **Purpose.** The purpose of a Public Community Ground Water Source Protection Area is to control and limit development in such a manner as to eliminate or minimize any adverse effects of such development on the public's drinking water supply.

C. ~~303.~~ **Permitted Uses.** If not in conflict with any regulations established elsewhere in these Bylaws, the following uses shall be permitted in an SPA: agriculture; forestry; Recreation Facility; open space; and development using sewage disposal facilities not located over~~,~~ or impacting ~~on~~ the SPA.

D. ~~304.~~ **Conditional Uses.** If not in conflict with any regulation established elsewhere in these Bylaws, any development using on-site sewage disposal shall be permitted upon approval of the DRB after a conditional use hearing and only if the DRB determines that such uses will not pollute or have any undue adverse effects on the groundwater supply. In making this determination, the Applicant must solicit comment from the Vermont Agency of Natural Resources, Water Supply Division and include this information as part of the Conditional Use permit application.

E. ~~305.~~ **Prohibited Uses.** The following uses are not permissible under any circumstances; hazardous or solid waste disposal sites; underground storage tanks (except drinking water); the storage, process, or manufacture of commercial fertilizers or pesticides; the storage of road salt; any facility which uses, distributes, or stores, toxic chemicals, solvents, or fuels (such as gasoline stations or dry cleaning establishments); motor vehicle junkyards; any facility or use in which the number of on-site sewage disposal systems exceeds a density of 1 such system per acre; and any facility or use which requires an on-site sewage system with a capacity of 900 gallons per day or more.

Section ~~320.~~ 310. Special Flood Hazard Areas.

A. To prevent the loss of life and property, to ensure that development in the Special Flood Hazard Area (SFHA) minimizes the damage to life and property, to ensure that properties are reasonably safe from flooding, a zoning permit is required for any Development, including the placement of manufactured homes, located in areas designated as either Floodway, Zone A or Zone AE on the Flood Insurance Rate Maps dated July 2, 1987 for the Village of Morrisville, & the Town of Morristown, as revised (referred to hereafter as the FIRMs). These areas are also identified in the publication entitled Flood Insurance Study, Village of Morrisville and Town of Morristown. Please

note that land outside these areas may be subject to flooding and resultant property damage, and this bylaw shall not create Town or employee liability, for flood damage that results from reliance on this Bylaw, or decisions made legally thereunder. And the provisions of this Bylaw shall not in any way impair or remove the necessity of compliance with any other local, state, or federal law. Where this Bylaw imposes a greater restriction, the higher standards shall control.

B. ~~321.~~ **Development in Floodways. The areas shown as "Floodway" on the FIRMs are officially designated as Regulatory Floodways.**

1. ~~321.1~~ In a Regulatory Floodway any development or encroachment, including fill, new construction, and substantial improvements is prohibited unless certification by a professional registered engineer is provided demonstrating through a hydrological and hydraulic study that the encroachment will not result in any increase in flood levels during occurrence of the base flood discharge. Residential structures are prohibited in a Regulatory Floodway.
2. ~~321.2~~ If the no-rise certification required in ~~§321~~Section 310.B.1 is approved, then any development in the same hydraulic reach of the Regulatory Floodway covered by the certification will be subject to the same regulations and restrictions as provided for in the Special Flood Hazard Area. However, fill placed within this hydraulic reach of a Floodway requires Compensatory Storage at a 1:1 ratio.

C. ~~323.~~ **Development in the Special Flood Hazard Area.** The Special Flood Hazard Area is the area shown on the FIRMs located outside the Floodway and designated as Zone A or AE. Development, including the use of fill, is allowed in A & AE Zones. However, due to the propensity for flooding within these designated SFHA, the following additional standards are required:

~~a.~~1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

~~b.~~2. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

~~c.~~3. New structures, Substantial Improved or Substantial Damaged structures (both residential and non-residential~~,~~), shall have the lowest floor, including basement, elevated ~~to or above base flood elevation. Substantial Improved or Substantial Damaged structures shall have a bottom floor elevation of~~ at least 2-feet above base flood. Said elevation shall be demonstrated via the submission of a FEMA Elevation Certificate to the zoning office.

~~d.~~4. Pursuant to VT DEC permitting, all new and replacement water supply, sanitary sewer, and on-site septic systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

~~e.~~5. All new development, construction or substantial improvements shall be constructed by methods and practices that minimize flood damage to proposed development and to public facilities/utilities and to provide adequate drainage to reduce exposure to flood hazards and be constructed with electrical heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during flood conditions.

f.6. In unnumbered "A" Zones, if base flood elevation data is available from alternative sources, such as historical high-water marks, the Zoning Administrator shall obtain, review and reasonably utilize this data to obtain a base flood elevation. Contour Interpolation, when feasible, shall be the preferred method of obtaining a base flood elevation in unstudied A Zones. Development, including basements, and Substantial Improvements in unnumbered A Zones shall, per ~~323.c,~~310.C.2 be elevated 2 feet above the determined base flood elevation. If no base flood elevation can be reasonably determined in an unnumbered A Zone, all Development shall be elevated 5 feet above the highest adjacent grade of the build site. Until a regulatory floodway is designated in unnumbered A Zones, no new construction, Substantial Improvements, or other development (including fill) is permitted unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the town.

g.7. All new construction and substantial improvements with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following criteria: a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one-foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. The use of these areas designed to equalize hydrostatic flood forces shall be limited to parking, limited storage, and building access. Basements or living spaces of any kind are prohibited for new, substantially improved, or substantially damaged structures.

h.8. Proposed house sites that are located within 100 linear feet or less from the boundary of the Special Flood Hazard Area shall provide proof that the bottom floor of the Structure will be elevated to or above the base flood elevation.

i.9. New and replacement manufactured homes, in addition to the 2-feet of freeboard elevation possibly required in §323.c, shall be placed on a permanent foundation and be anchored to resist flotation, collapse, or lateral movement during the occurrence of the base flood.

j.10. All subdivision proposals shall be consistent with the need to minimize flood damage by having public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage. All subdivision proposals shall also have adequate drainage provided to reduce exposure to flood hazards. Base flood elevation data shall be provided by the applicant for subdivision proposals that contain development lots located in or partially located in unnumbered A Zones when either five lots or five acres is proposed.

k.11. Recreational vehicles placed on sites within Zones A or AE shall either be on site for fewer than 180 consecutive days, be fully licensed and ready for highway use, or meet all standards of §60.3(b)(1) of the National Flood Insurance Program

Regulations and the elevation and anchoring requirements for 'manufactured homes' of §60.3(c)(6)

D. ~~324.~~ **Watercourse Alterations.** The applicant shall give notice to adjacent, up-and down-stream communities and the Vermont Department of Environmental Conservation prior to an alteration or relocation of a watercourse, with copies of said notice submitted to the Zoning Administrator. The applicant shall give assurance that the flood-carrying capacity within the altered or relocated portion of any watercourse will be maintained via certification by a professional registered engineer demonstrating that the watercourse alteration will not result in any increase in flood levels during occurrence of the base flood discharge.

E. ~~325.~~ **Administration and Enforcement in Special Flood Hazard Areas.**

1. Prior to issuing a permit for the construction of new buildings, the Substantial Improvement of existing buildings, or for development in the special flood hazard area, a copy of the application shall be submitted to the Vermont National Flood Insurance Program Coordinator (see 24 VSA §4424). Although development in the §320 Flood Hazard Area is a permitted use, a zoning permit shall be issued only following receipt of comments from the Department or the expiration of ~~21~~30 days from the date the application was received by the Department, whichever is sooner.

~~For all Development in the Special Flood Hazard Area (SFHA), the Zoning Administrator will:~~

~~a.~~2. Condition all permit approvals to require that the applicant has all other necessary permits from State & Federal agencies before Development can commence.

~~b.~~3. Conduct a site visit to inspect the elevation of foundation forms for all Development, including Substantial Improvement.

~~c.~~4. Conduct a site visit ~~of~~ for all Development, including Substantial Improvement, when complete to ensure proper elevation, drainage and utility location.

~~d.~~5. Maintain a record of the elevation in relation to mean sea level of the lowest floor, including basement, of all new or substantially improved structures located in the SFHA Zones A & AE and record whether or not there is a basement.

~~e.~~6. Maintain a record of all permits issued for development in the SFHA.

~~f.~~7. Enforce the §320 Flood Hazard Area Bylaw in accordance with 24 VSA §1974a, §4451, and §4452, with all violation notices sent to the State Floodplain Coordinator.

~~g.~~8. Notify the applicant that no new flood insurance shall be provided for any property which the Federal Insurance Administrator finds has been declared to be in violation of local flood hazard area regulations. If any appeals are resolved, but the violation remains, the Zoning Administrator shall submit a declaration to the Administrator of the National Flood Insurance Program requesting a denial of flood insurance to the property pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended. New and renewal flood insurance shall be denied to a structure upon a finding by the Federal Insurance Administrator of a valid declaration of a violation.

Section ~~340.~~ 320. Variances.

Issuing variances for Development controlled by Section 310 Flood Hazard Areas and 24 VSA §4469 shall be avoided.

Section 330. Environmental Resource Areas (ERA).

A. ~~341.~~ **Objective**. The purpose of these regulations is to allow property owners some use of their land while also affording protection to locally designated environmental resource areas (ERA):

B. ~~342.~~ **Locally Designated ERAs.** These regulations will apply to undeveloped lands proposed to be used for a house, its accessory building(s), as well as lands used for any commercial building(s), and associated improved parking areas, mapped by the Vermont Agency of Natural Resources, on its Natural Resource Atlas, as Wetlands, Rare Threatened Endangered Species, Significant Natural Community, and Uncommon Species.

C. ~~343.~~ **Permitted Uses in an ERA**. The only permitted uses within mapped ERAs shall be open space, forestry, agriculture, and natural habitat.

D. ~~344.~~ **Conditional Uses in an ERA**. All development which is listed as either ~~a~~ permitted or conditional use in the zone in which the land is located, may be allowed upon approval of the DRB after a conditional use hearing. The Applicant shall solicit written and oral evidence from the Vermont Agency of Natural Resources or any other parties with technical expertise which the DRB may require to make an informed decision. To allow a conditional use, the DRB must issue written findings of fact based upon evidence which demonstrates that such use, including the construction necessary for such use, will have no impact upon any of the following:

~~a.~~1. Functional integrity of the named ERAs in ~~§342;~~ Section 330.B.

~~b.~~2. Quality of ground or on-site surface waters~~;~~.

~~c.~~3. Drainage patterns on the site~~; and~~.

~~d.~~4. Stability of soils on the site.

ARTICLE IV. GENERAL REGULATIONS

Section 400. ~~.~~ Permits.

A. ~~401.~~ **Permit Requirement.** No ~~Building~~Development may ~~be erected, enlarged, relocated, or changed in use, nor shall any land development commence,~~take place unless the Zoning Administrator, in accordance with §4449 of the Act and with these Bylaws, issues a zoning permit. No certificate of occupancy is required.

B. ~~401.1~~ **Permit Exemption** (outside the ~~§320~~Section 310 Special Flood Hazard Area)**.** The following are exempt from ~~§401~~Section 400.A Permit Requirements:

~~a.~~1. Accessory Structures less than 150 square feet in area.

~~b.~~2. Additions to residential structures less than 150 square feet in total area that are not heated (i.e., porches, decks, mudrooms, etc.).

~~c.~~3. Structural changes made as Reasonable Modifications to Residential Uses benefiting a person with a disability, under The Fair Housing Act~~,~~ and Americans with Disabilities Act (ADA).

~~d.~~4. ~~Fences, signs, patios~~ Patios, front porches, parking areas, driveways, certain architectural elements, and other specified exemptions found in the Bylaw's definition of Setback.

~~e.~~5. Temporary structures~~, which are by definition, in place for less than one year.~~ as defined in Section 910 of the Bylaws.

6. ~~401.2~~ Agricultural as defined in Section 910 of the bylaws including the following:
   a. The construction of farm structures, as those practices are defined by the Secretary of Agriculture, Food and Markets so long as they demonstrate that they are following Required Agricultural Practices (RAP)
   b. Accepted silvicultural practices, as defined by the Commissioner of Forests, Parks and Recreation, including practices that are in compliance with the Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont, as adopted by the Commissioner of Forests, Parks and Recreation

7. Maintenance as noted in Section 435 of The Bylaws.

C. **Permit Fee.** The legislative body may prescribe reasonable fees to be charged with respect to the administration of this bylaw, after receiving the recommendation of the municipal planning commission. The Selectboard, upon recommendation from the Planning Council, shall set a fee schedule for the zoning permits required by this Bylaw.

D. ~~401.3~~ **Permit Posting.** Upon receipt of an approved permit, the permit applicant shall post the permit within view of the public right of way closest to the subject property for 15 days following the issuance of the permit.

E. ~~401.4~~ **Permit Compliance.** Acceptance of zoning permit grants Zoning Administrator access to the property covered by the permit, at reasonable times with owner's consent, for the purpose of ascertaining permit compliance.

F. ~~401.5~~ **Initiation of Construction~~. Construction~~ or Subdivision. Subdivision of land or the** construction of any structure ~~authorized by~~ shall not occur until an approved zoning permit ~~under this section which requires~~is issued. If applicable, an applicant is required to file a ~~state~~State Water Supply and Wastewater ~~Disposal~~ System (WW) permit ~~is prohibited unless~~or Morrisville Water and ~~until the WW~~Light (MWL) approval with the Zoning Administrator prior to issuance of a zoning permit ~~is issued~~.

G. ~~402.~~ **Permit Submittal.** ~~Permits~~Except for zoning permits for Dwelling, 1 and 2 family uses, zoning permits shall not be issued unless a site plan showing all dimensions necessary to assure compliance with these Bylaws has been submitted to the Zoning Administrator. ~~Said Officer, within~~Within 30 days of receipt of a complete application with all necessary information, including submission of a State Water Supply and Wastewater Disposal System (WW) permit or Morrisville Water and Light (MWL) approval if applicable, the Zoning Administrator shall either approve or deny the permit, or refer it to the DRB.

H. ~~402.1~~ **Approved Permits.** If a zoning permit is approved~~, either by the Zoning Administrator or the DRB~~, all activities authorized by its issuance shall be completed within 2 years of its date of issue. Zoning permits may be renewed by the Zoning Administrator, regardless of expiration, for a period of up to 10 years from the date of issuance unless the approved use is no longer allowed in the underlying zone. Permits that have expired, and were not renewed, shall become null and void and reapplication shall be required.

I. ~~402.2~~ **Denial of Permit.** If the permit is denied, the Zoning Administrator shall ~~so~~ notify the applicant in writing, stating the reasons for denial and informing the applicant of his/her rights of appeal (See Sect. 640).

J. ~~402.3~~ **Time Limitation.** Per 24 VSA §4448(d), if the Zoning Administrator fails to act on a complete permit application within 30 days, a permit shall be deemed issued on the 31st day.

K. ~~403.~~ **Issuance of Permits.** The Zoning Administrator, upon receipt of all necessary information, will issue a permit for a development listed as a Permitted Use upon assurance that the proposed development will conform to the dimensions and specifications listed in the underlying zone. Said Officer will issue a permit for a development listed as a Conditional Use upon being instructed to do so by the DRB following a public hearing and a written decision by that body. In determining whether to allow such a proposed development, and what conditions to place upon its design, the DRB shall follow the procedures established in §630 of these Bylaws, and §4414(3) of the Act.

L. ~~403.1~~ **Effective Date of Permit.** In conformance with §4449(a)(3) of the Act, no zoning permit issued pursuant to these Bylaws shall take effect until the time for appeal in §4465 of the Act (15 days) has passed, or in the event that a notice of appeal is properly filed, such permit shall not take effect until final adjudication of said appeal.

M. ~~403.2~~ **Each zoning permit issued under these Bylaws** shall contain a statement of the period of time within which an appeal may be taken.

N. ~~403.3~~ **The Zoning Administrator** shall complete the zoning permit process by conforming to his/her responsibilities stated in §4449(c) of the Act.

O. ~~404.~~ **Other Permits and Regulations.** The Zoning Administrator shall not issue a zoning permit until the applicant shows proof that all other applicable local permits have been issued. It shall be the Applicant's responsibility to supply the Zoning Administrator a copy of all local, State and Federal permits and/or approvals, which may include but are not limited to the following items:

1. ~~404.1~~ Morrisville/Morristown Subdivision Regulations if applicable and in force (relating to the requirements of constructing subdivisions~~;~~).
2. ~~404.2~~ Access Permits (relating to driveways/private roads connecting to town highways~~; and~~)

3. ~~404.3~~ Vermont Water Supply and ~~Waste Water~~Wastewater Disposal System Permit, or an approval issued by MWL.

Section 405. Lot Requirements.

A. ~~405.1~~ **Lots on Multiple Streets.** Lots that abut on more than one street shall provide the required frontage on at least one of the Streets.

B. ~~405.2~~ **Lot Line Setbacks**. All structures, unless exempted per ~~§401.1a~~Section 400.B of the Bylaws, whether attached to the principal structure or not, and whether open or enclosed, (i.e. porches, carports, balconies, platforms, etc.) shall not project into any minimum setback area established for the front, side, or rear yards.

~~405.3 **Infectious Invalidity.** No division of a parcel shall be made which leaves remaining any lot dimension or area below the requirements stated by the Bylaws. Absent the Board granting a waiver for minimum lot size requirements, any such division shall make the parent and child parcel both non-conforming with zoning requirements.~~

Section 410. Home Occupations.

A. ~~411.~~ **Home Occupations (24 VSA §4412.4).** No bylaw may infringe upon the right of any resident to use a minor portion of a dwelling unit for an occupation that is customary in residential areas and that does not have an undue adverse effect upon the character of the residential area in which the dwelling is located. Home Occupations shall be allowed by-right, provided that they meet the following criteria that ensures no undue adverse impact to the host residential area:

~~a.~~1. The Home Occupation shall be conducted by the business owner who rents or owns the dwelling unit;

~~b.~~2. All business activities associated with the Home Occupation shall be conducted entirely within the dwelling unit and no outside storage or exterior indication of the Home Occupation (other than a sign permitted per §470) shall be permitted;

~~c.~~3. Equipment used for Home Occupations, including but not limited to backhoes, business trucks, and trailers are allowed to be stored outside, provided that the equipment is parked in the home's driveway, stored in a location behind the front line of the principal building on the site, or screened from roadside view;

~~d.~~4. Traffic shall not be generated in volumes greater than normal in the neighborhood as Home Occupations do not allow ~~customers~~customer visits to the subject property. An occupation that requires customer visits to the property shall be permitted as a §415 Home Business;

~~e.~~5. No objectionable noise, vibration, odor, smoke, dust, electrical disturbance, heat, or glare shall be produced by the Home Occupation; and

~~f.~~6. Off-site businesses, such as landscaping, building, and painting contractors shall not be regulated via ~~§~~Section 410.A Home Occupation unless ~~off-~~employee vehicles are stored on site ~~employees are traveling to the business owner's residence~~ during work hours in ~~violation of §411d~~which case regulated via 415.

Section 415. Home Businesses.

A. ~~416.~~A Home Business use is a larger and more intense version of Home Occupation use. The Home Business use is only allowed on Owner-Occupied properties. Home Businesses typically

have a retail or business services component. It is expected that a Home Business will create customer and delivery traffic in its host residential neighborhood. All Home Business shall comply with the ~~aforementioned~~ §410 Home Occupation standards and be subject to §500 Site Plan Approval based on the following additional standards:

~~a.~~B. Home Businesses shall not have more than ~~three~~3 employees on-site at any time.

~~b.~~C. In addition to inside the landowner's primary residence, Home Businesses may take place in accessory buildings or on the grounds of said primary residence.

~~c.~~D. The total building square footage used by a Home Business shall be 25% or less than the size of the combined area of all structures on the lot.

~~d.~~E. Employee and customer parking for a Home Business shall be located off-street ~~and shall not be located in front yards whenever practical~~, and shall, when reasonably practicable , be screened from roadside views and from views from the windows of all abutting properties.

Section 420. ~~Required Provisions and Prohibited Effects of the Act (24 VSA, §4412).~~

A. ~~421. No Merger~~ In any district that allows year-round residential development, Dwelling Units 2 Units shall be an allowed use with dimensional standards that are not more restrictive than is required for Dwelling Units 1 Unit , including no additional land or lot area. In any district that is served by municipal sewer and water infrastructure that allows residential development, multiunit dwellings with four or fewer units shall be a permitted use on the same size lot as single-unit dwelling, unless that district specifically requires multiunit structures to have more than four dwelling units.

B. Except for flood hazard and fluvial erosion areas these bylaws shall not have the effect of excluding as a permitted use one accessory dwelling unit that is located within or appurtenant to a Dwelling Units 1 Unit , on an owner-occupied lot. A bylaw shall require a Dwelling Units 1 Unit , with an accessory dwelling unit (ADU) to be subject to the same review, dimensional, or other controls as required for a single-family dwelling without an accessory dwelling unit. The criteria for conversion of an existing detached nonresidential building to habitable space for an accessory dwelling unit shall not be more restrictive than the criteria used for a single-family dwelling without an accessory dwelling unit.

C. These bylaws shall not prohibit a residential care home or group home to be operated under State licensing or registration, serving not more than eight persons who have a disability as defined in 9 V.S.A. § 4501, or a recovery residence serving not more than eight persons, shall be considered by right to constitute a permitted single-family residential use of a property. However the number of residential care homes or group homes on a lot shall not be greater than the number of single-family dwellings allowed on the lot as noted in Section 204.F. As used in this subdivision, "recovery residence" means a shared living residence supporting persons recovering from a substance use disorder that:

1. Provides tenants with peer support and assistance accessing support services and community resources available to persons recovering from substance use disorders.
2. Is certified by an organization approved by the Department of Health and that is either a Vermont affiliate of the National Alliance for Recovery Residences or another approved organization or is pending such certification. If certification is pending beyond 45 days, the municipality shall retain its right to consider the

residence pursuant to zoning bylaws adopted in compliance with 24 V.S.A. § 4411.

D. These bylaws shall not have the effect of prohibiting or penalizing a hotel from renting rooms to provide housing assistance through the State of Vermont's General Assistance program, or to any person whose room is rented with public funds. In this subsection, the term "hotel" has the same meaning as in 32 V.S.A. 9202(3).

E. Existing ~~**Small Lots (4412.2).**~~small lots. Any lot that is legally subdivided, is in individual and separate and nonaffiliated ownership from surrounding properties, and is in existence on the ~~effective~~ date of enactment of any ~~zoning regulations~~bylaw, including an interim ~~zoning regulations~~bylaw, may be ~~conveyed or~~ developed for the purposes permitted in the district in which it is located, even though ~~not conforming to the~~ the small lot no longer conforms to minimum lot size requirements of the new bylaw or interim bylaw.

F. Development of a lot not served by and unable to connect to municipal sewer and water service shall be prohibited if ~~such~~either of the following applies:

1. The lot is ~~not~~ less than one-~~tenth of an~~eighth acre in area ~~with~~
2. The lot has a ~~minimum~~ width or depth dimension of less than 40 feet.

G. ~~422. **Required Frontage and Access (4412.3).** No land~~ If an existing small lot subsequently comes under common ownership with one or more contiguous lots, the nonconforming lot shall not be deemed merged with the contiguous lot.

H. Land development may be permitted ~~by the Zoning Administrator~~ on lots ~~which~~that do not have ~~the required road~~ frontage~~, as specified in the underlying zone, on an existing Street. The Zoning Administrator may however permit a dwelling unit accessed by a private driveway that is~~ either on a public road, class 4 town highway, or public waters, provided ~~for by~~ that access through a permanent easement~~,~~ or right-of-way~~, having~~ has been approved in accordance with the Article VIII and the Town of Morristown Road Policy. Any permanent easement or right-of-way providing access to such a road or waters shall be at least 20 feet in width~~. The DRB shall review and may permit development via Site Plan Review, in the following circumstances, when the minimum road frontage is not provided:~~ if it serves 3 or fewer lots. Development of 4 or more lots are required to obtain a 50 foot ROW to continue to use a shared access.

~~a. Development with frontage on public waters.~~

~~b. Development serving 3 or more homes by accessed via a permanent recorded easement, an existing right-of-way, or proposed private Street that is at least 50 feet in width.~~

Section 421. Accessory Dwelling Units (ADU)

A. The Size of the ADU is restricted to 30% of the total habitable floor area of the two-family unit, dwelling or 900 square feet, whichever is greater.

B. Applicants must demonstrate that the property has sufficient wastewater capacity to serve the unit by submitting a copy of their state wastewater permit with their application.

~~Section 423. Limitations Established in the Act (24 VSA §4412).~~

~~All limitations imposed upon this municipality by §4412 of the Act shall be adhered to; these may include but are not limited to the following:~~

~~423.1 **Residential Care or Group Home (4412.1G).** A residential care home or group home operating under state licensing or registration, serving not more than 8 persons who have a handicap or disability as defined in 9 VSA §4501, shall be considered by right to~~

~~constitute a permitted single family residential use of property. A residential care home or group home operating under state licensing or registration serving more than 8 persons who have a handicap or disability as defined in 9 VSA §4501 may be allowed as a Conditional Use as limited by the underlying zoning district (see §204.5a).~~

A. ~~423.2~~ **Family ~~Child Care~~Childcare Facility (4412.5).** A "family ~~child care~~childcare home or facility", as used in this section, means a home or facility where the owner or operator is licensed or registered by the state for ~~child care~~childcare. A family ~~child care~~childcare home serving six (6) or fewer children shall be considered to constitute a permitted single-family residential use of property. A family ~~child care~~childcare home serving no more than six full-time children and four part-time children, as defined in 33 VSA §4902(3)(A), shall be considered to constitute a permitted use of property but shall require site plan approval by the DRB. A family ~~child care~~childcare facility serving more than six full-time and four part-time children shall be considered a Day Care Facility, a conditional use requiring review and approval by the DRB.

B. ~~423.3~~ **Height Regulation Limitations (4412.6).** The height of antenna structures, any of which are mounted on complying structures, shall not be regulated unless the bylaws provide specific standards for regulation~~.~~

Section 424. Limitations on Municipal Bylaws.

A. These bylaws shall comply with the limitations contained in 24 VSA §4413 regarding state or community owned and operated facilities, public and private schools, places of worship, public and private hospitals, emergency shelters, regional solid and hazardous management facilities.

Tiny House Density Bonus. ~~423.4 **Accessory Apartment (4412.1).** One Accessory Apartment, located within an owner-occupied single-family dwelling, or within an accessory building on the same property, shall be a permitted use on lots that do not otherwise meet the minimum dimensional requirements for a two-family unit, provided that the property has:~~

~~a. Sufficient wastewater capacity (requires new state wastewater permit);~~

~~b. The proposed accessory apartment is not greater than 60% of the heated floor space of the existing, or a proposed, primary dwelling.~~

~~c. Meets applicable setbacks.~~

B. ~~424.~~ ~~**Tiny House Density Bonus.**~~ Detached tiny dwelling units (aka tiny homes) with a footprint less than 500 ft2 in size, such as a tiny home or mobile home, shall be permitted as an Accessory Apartment use and comply with ~~§424.4c (~~the district's setbacks~~).~~. Any parcel, regardless of size, may have as many as two additional detached tiny dwelling units allowed thereon via the Accessory Apartment use. Neither the tiny dwelling unit permitted as the Accessory Apartment, nor the bonus Tiny Dwelling Unit Accessory Apartment shall count towards the parcel's Minimum Area Per Residential Unit dimensional requirement, provided said parcel is owner occupied. Structures that contain or were designed to have a propulsion motor shall not qualify for this density bonus. Mobile Dwelling Units such as a mobile home, a detached tiny house and manufactured home shall have their wheels disengaged via storage on blocks or anchoring to a permanent foundation or pad. All such Mobile Dwelling Units shall also have a durable skirt installed around the home to ensure viability of utility connections in the winter months.

Section 425. Fences.

A. 425.1 **Fence, Conditional Use.** Fences that are not exempted under §425.2B.

B. 425.2 **Fences, Exempt.** Fences associated with a working farm subject to Required Agricultural Practice Rules as defined in Section 910 of the Bylaws do not require a zoning permit. All other exempt Fences shall not be higher than six feet when placed on side and rear property lines, and not higher than four feet when placed in front yards along any Streets. Interior fences and attached gates are exempt if located outside the front yard, no closer than 6-feet to a side or rear property line, not in the Flood Hazard Area, nor higher than 8-feet above the ground surface immediately below the fence.

Section 426. Ponds.

A. 426.1 Ponds with a surface area greater than 5,000 square feet (about 1/8 of an acre) are an accessory use requiring a zoning permit. Applications for pond permits shall include a sketch of the pond location on a survey of the property (if available), or other reasonable representation of the property showing:

a. 1. setbacks from property lines, leach field, structures, and water supply,
b. 2. existing slope of the pond site,
c. 3. water source and method of discharge,
d. 4. location and size of emergency spillway,
e. 5. route of flow of outlet and/or spillway,
f. 6. Cross section depiction of the pond, to include dam or other form of retention,
g. 7. Approximate volume of water to be contained,
h. 8. Description of vegetative cover planned to prevent erosion.

426.2B. Ponds and supporting structures (dams, etc.) must meet the following setbacks: leach-field: 100', drilled well: 25', & shallow well: 100'
Additionally, ponds and their supporting structures may not fall within any right-of-way or easement. No pond or dam that is up-gradient to and within 1,000 feet of a town roadhighway shall have its overflow discharge draining towards or into the Town's right-of-way. Said situation is only allowable upon receipt of a stamped engineering letterletter from a Vermont-licensed Professional Engineer that any potential overflow or failure of the pond poses no threat to the Town right to way due to topography or other natural features. All pondspond applications must receive the approval of the Village/Town Road Foreman prior to the release of the zoning permit. Ponds which fall within the setbacks above, including the 1,000-foot Town highway, may be approved as a conditional use upon review by the DRB, unless Village/Town Road foreman objects based on the standards noted in Section 426.

C. 426.3 State and Federal Permit Requirements:

a. 1. Any pond that impounds or is capable of impounding 500,000 cubic feet or more of water will require a permit from the VT Department of Environmental Conservation.
b. 2. No in-stream pond may be built without the approval of the VT DEC Stream Alteration Permit. A Stream Alteration Permit may be needed if the project involves work in a stream that drains an area of more than 10 square miles.
c. 3. VT Wetland Rules regulate dredging, draining, filling, grading, removal of vegetation,

alteration of the flow of water into or out of a wetland and other similar activities within significant wetlands or their buffer zones. A Conditional Use Determination or Water Quality Certification from the VT Agency of Natural Resources may be required for development in wetlands.

~~**Section 427. Limitations on Municipal Bylaws.**~~

~~These bylaws shall comply with the limitations contained in 24 VSA §4413 regarding state or community owned and operated facilities, public and private schools, places of worship, public and private hospitals, regional solid waste facilities, and hazardous waste management facilities.~~

Section 430. Non-Conformities.

A. ~~431.~~ **Pre-Approved Structures.** Nothing in these regulations shall require any change in any structure, whose construction was begun in conformance with applicable laws and regulations in effect prior to the effective date of these Bylaws, and which is completed within two years from the effective date of these Bylaws.

B. ~~432.~~ **Limitations.** Any non-conforming use or structures or land may be continued indefinitely, maintained, and repaired, but may not be:

1. ~~432.1~~ moved, altered, or extended so as to change evidence of the use on the outside of any structure;
2. ~~432.2~~ added to by the commencement of a different nonconforming use, or by expanding a non-complying structure in a way that increases the non-conformity;
3. ~~432.3~~ re-established, if the non-conforming use has been discontinued for a period three years or has been changed to or replaced by a conforming use;
4. ~~432.4~~ restored after damage to or destruction of the nonconforming use, unless it is restored within five years from the date of damage or destruction.

C. ~~433.~~ **Non-Conformity in a §320 Flood Hazard Area**. Any non-conforming Structure, Building, Development, expansion, of change or use located in a Flood Hazard Area will require review under §320, including restoration or repairs from damage of any source, regardless of time passing from the date of damage.

D. ~~435.~~ **Expansion of Non-Conforming Uses.** A non-conforming use may be expanded upon Conditional Use approval by the DRB, provided that any expansion does not involve any expansion of the lot, and that the expansion of the use meets all dimensional requirements in the ~~use~~'use's underlying zone.

E. ~~436.~~ **Expansion of Non-Conforming Structure.** Expansion of a non-conforming structure, where said expansion does not meet current dimensional requirements, may be approved upon Conditional Use review by the DRB, provided that said expansion does not make the structure more non-conforming. Expansion of a Non-Conforming Structure, where the proposed expansion is entirely consistent with current dimensional requirements in the structure's underlying zone, shall be approved via administrative review.

F. ~~437.~~ **Change of Non-Conforming Use**. A pre-existing non-conforming use may be changed to a different non-conforming use upon Conditional Use approval by the DRB provided that the new use does not involve any expansion of the lot, meets Conditional use standards and dimensional requirements in the lot's underlying zone, and in the view of the DRB has no undue adverse impact on, and is more compatible with, abutting properties and the surrounding area than the existing non-conforming use.

Section 435. Maintenance

A. The routine care or upkeep of a structure or property which results in retention of the current condition or value does not require a permit under the following conditions:

1. Structures may be demolished in whole or in part and rebuilt to the same exterior dimensions, footprint, volume, height, and elevations as the original structure without first obtaining a permit provided the applicants can provide documentation prior to the demolition that the renovations match the exterior dimensions, footprint, volume, height, and elevations of the original structure prior to the demolition and meet the standards noted in Section 206 and 207, if applicable.

    a. Failure to document that the renovated structure will have the same exterior dimensions, footprint, volume, height, and elevations as the original structure prior to the demolition will require the applicant to submit a Zoning Permit application.

    b. Relocating the structure or enlarging its footprint will require a zoning permit.

2. Routine maintenance shall not result in new obstructions to flood flows or impair drainage or have the potential to be a substantial improvement as noted in Section 330 of the Bylaws.

B. Maintenance of existing paths, recreation areas, storm water drainage areas, roads, bridges, culverts, boardwalks or channel management activities is also exempt from needing a zoning permit provided there is no relocation, or enlargement of the area, height, volume, or footprint, of above-mentioned items. Storm water drainage areas and culverts may be enlarged without a zoning permit as necessary to mitigate hazards to the public provided notification of their enlargement.

C. The Zoning Administrator reserves the right to require an applicant to seek a zoning permit at their sole discretion should they feel that the work or activity in question is not merely maintenance but constitutes development such that obtaining a zoning permit is in the best interests of the Town's health, safety, and welfare.

Section 440. Clean-up of Building Site.

A. 441. **Removal of Dangerous Conditions.** Within ninety days after work on an excavation for a building has ceased, or after a permanent or temporary building or structure has been destroyed, demolished, severely damaged, or abandoned, all structural materials shall be removed from the site, and the excavation remaining shall be covered over or filled to the normal grade by the owner, or the damaged structure shall be repaired or replaced. Upon approval of the DRB, and if good cause has been demonstrated the applicant demonstrates an unnecessary hardship that is not the fault of the applicant which prevents compliance of with this regulation, an extension of the above dates may be granted.

B. 442. **Repair of Buildings.** Either through the cessation of construction or via a lack of maintenance, no building shall be directly open to the elements for longer than 90 days consecutively, except that open to the elements shall also include boarded-up or broken windows even when said windows do not provide a direct openness to the elements.

Section 450. Parking and Driveway Requirements.

451. A. **Parking Requirements.** Parking spaces shall be provided in accordance with the specifications in the below table whenever anya new use is established, or existing use enlarged. For any use, public off-street parking in lieu of on-site parking may be utilizedused to fulfill anyall or part of the parking requirements if the proposed use is located within 500 feet of a municipal parking lot, or on Town land that the developer, with Selectboard approval, develops public parking thereon, which shall be subject to §500 Site Plan review. A straight-line measurement shall be made between the proposed use and any point on a municipal parking lot to determine the applicability of this provision. However, the Zoning Administrator may require an applicant to seek §500 Site Plan Approvalapproval from the DRB to use off-street parking to fulfill parking requirements for the proposed use if the accessibility or availability of parking in the municipal lot is in question, based on peak hours of demand of existing uses of the lot of peak hours of proposed use.

B. 452. **General Requirements.** For the purpose of this Bylaw, a Parking Space, Off StreetA parking space shall be 18 foot long by 9 feetfoot wide by 18 foot long, and havemarked, designed, and maintained to provide vehicular access to a public street, or private road, and regulated so no maneuvering room. therefore shall take place on any public street or sidewalk. No parking space shall require one vehicle to be parked and unparked to move another vehicle like so-called "tandem parking." Required off-street parking areas for 32 or more automobiles in Zones CB, COM, HOS, HDR, & LDR shall be paved.

C. The DRB may decrease the number of parking spaces required if it is demonstrated that a different number of spaces is more reasonable and appropriate for the particular use and that such decrease has no undue adverse impact on abutting uses or properties.

D. Driveway Location. shall have individual spaces marked and shall be so designed, maintained and regulated that no parking or maneuvering incidental to parking shall be on any public street, or sidewalk, and so that All driveways located on private or public roads shall be located at least 15 feet plus the full width of the proposed driveway from the intersection's closest edge of the travel

lane at the nearest intersection.. On roads where the posted speed-limit is 35 mph or more, the driveway setback shall be 15 feet plus double the full width of the proposed driveway from an intersection's closest edge of the travel lane. For any ~~automobile may be parked and un-parked without moving another. Required parking areas for 3 or more automobiles within the Village limits shall be paved. Parking areas~~use and where reasonably practicable , the sharing of driveway accesses between adjoining lots is preferred and encouraged.

E. **Access Permits required for** ~~3 or more automobiles outside the Village limits do~~**new driveways**. Proposed driveways on Town Roads, but not ~~require pavement and said parking may take places on gravel, dirt or lawn areas.~~private roads nor on State roads, require an Access Permit issued by the Road Commissioner prior to their construction or use. Access to State highways is governed by 19 V.S.A. § 1111, and any application for §500 Site Plan review will require a letter from VTrans confirming approval of the access in accordance with 24 V.S.A. § 4416(b).

Section 453. Minimum Parking Ratio Requirements.

Defined Uses	Parking Spaces Required
Business Services, Health Care Facility, Professional Office, and Sales of Goods Produced On-Site	1.5 per employee per largest shift
Community Facility, Day Care Facility, and Family ~~Child Care~~Childcare Facility	1.5 per employee per largest shift
Dwelling Unit	1 per unit
Group Home & Shelter	0.5 per bed
Home Business	4
Extraction of Earth Resources, Manufacturing, Wholesale Distribution, and Warehouse & Storage Facility	1 per employee per largest shift
Motor Vehicle Service Station, and Sales & Repair Facility	5 spots per each repair bay door
Recreation Facility Indoor or Outdoor	1 per 4 seats or 15 per playing field
Retail Sales of Goods and Services, Sexually Oriented Business, & Commercial Use	2.5 per 1,000 ft.² of gross floor area
Restaurant, Bars, and Private Clubs	1 per 4 seats
There are no parking minimums for the following uses: Accessory Apartment, Accessory Retail & Food, Accessory Use or Structure, Bulk Storage of Fuels, Drive-Through, Fence, and Home Occupation.	---

~~454. The DRB may increase or decrease the number of parking spaces required if it is demonstrated that a different number of spaces is more appropriate for the particular use.~~

455. **Driveway Location.** All driveways are to be located at least 75 feet from the nearest corner of any street intersection. This shall apply to all uses except Dwelling Unit, Single-Family and Dwelling Unit and Two-Family. For any use and where feasible, the sharing of driveway accesses between adjoining lots is preferred and encouraged.

Section 470. Signs.

A. 471. **Objective.** The purpose guiding these regulations is to allow for Signs that are compatible with the zone in which they are located, maintained in good repair, are not distracting, do not pose a traffic and safety hazards, protect public health, safety, and welfare, and, per §477, do not contribute to light pollution.

B. 471.1. **General Sign Requirements.**

a.1. Approval Required. Prior written approval from the zoning administrator is required for all Signs except those exempted from this Bylaw (see §479).

b.2. Sign Count. Every business commercial use, unless otherwise specified, shall be limited to a maximum of two signs, which is typically comprised of a free-standing pylon sign along a road, or a sandwich board sign along a sidewalk, and a façade sign.

c.3. Setbacks. Signs are exempt from Setback requirements.

d.4. Off-Premise Advertising Prohibited. A sign or display promoting a business or activity that is not the main activity principal or accessory use of the facility on the premises is prohibited.

e.5. Facade Sign Height. No facade sign shall extend above the highest roofline of the building upon which it is located.

f.6. Pylon Sign Height. No free-standing sign shall extend higher than 15 feet from the average grade of the surrounding ground to the highest point of the Sign.

g.7. Business/Use Name Change. When Except directory board signs, when the use of a property is changed or when a business commercial operation ceases to operate or changes names, any sign associated with such original use or business, including frames and supports, shall be removed within thirty days. Any new sign after the use of a property is changed or terminated or after a business changes names or ceases to operate, shall require a permit and comply with the requirements of this Bylaw.

h.8. All signs shall be kept in good repair. Evidence of rust, a broken sign structure, or other obvious defects shall be corrected by the sign's owner within 30 days of receiving notice from the Zoning Administrator that the sign is consider considered not in good repair.

C. 471.2. **Computation of Sign Area.**

a.1. Existing Signs. Existing signs shall be included in the calculation of total Sign area.

b.2. Two Multi Sided Signs. Signs printed back-to-back shall be counted as one Sign.

c.3. Lettering. Signs consisting of freestanding letters shall include intervening spaces in sign area.

d.4. Sign Area. The area measurement for signs that use more than lettering shall include the total area within the extreme limits of the Sign surface.

D. 472. **Sign size in Residential Zones (MOR, HDR, MDR, LDR & RRA).**

a.1. Sign Size. In residential zones a maximum of 1 permanent sign not exceeding 6 ft2 is allowed.

E. 473. **Sign size in Business Zones (CB, COM, HOS, & IND).**

1. No business shall have a sign or combination of signs in business zones that exceed 150 ft2 in total area, except as follows:

1. CB & Business uses on Rte. 15 east of Garfield Rd – no sign or combination of signs shall exceed 75 ft2 in total area

2.i. . HOS – no sign or combination of signs shall exceed 25 ft2 in total area.

F. 474. **Other Signs and Sign Bonuses.**

a.1. Corner Lot Sign Bonus. When a business fronts on more than one named Street, an additional free-standing sign, façade sign and directory-board sign shall be allowed facing each named Street. This corner lot provision in effect doubles the otherwise sign size allowance for the business in question, provided that all signage installed on the secondary street is identical (or smaller) in size and aspect ratio to the signage existing or proposed on the primary street.

b.2. Directory Board Signs. A directory-board Sign shall be allowed for any business location for which a sign thereon, in the opinion of the Zoning Administrator, would not be clearly legible from the Street. The existence of parking, driveway or other similar area between the Street and the business location provides the right to a directory-board sign. A directory-board sign shall comply with the following requirements.

1.i. Sign Size. A directory-board sign on a directory-board shall not exceed 10 ft2 in area.

2.ii. Sign Count. A maximum of one directory-board Sign shall be permitted per parcel, except when a business is on a corner lot (see §473dSection 470. F.2) and each business shall be allowed one directory sign on the directory-board sign.

3.iii. Collocation Required. Directory-board signs for multi-tenant buildings and shopping centers shall be required to collocate with existing signage on the premises.

4.iv. Aspect Ratio. Directory-board signs for multi-tenant buildings shall appear harmonious and have the same aspect ratio as other collocated Directory Board Signs.

5.v. Size Exemption. Directory-board signs shall not count towards the sign size maximum per business.

c.vi. Awning Sign. Additional on-premise business signs above and beyond the zone's area maximum per business are allowed on awnings, provided that the sign area on each awning is not greater than twenty-five percent of that total awning area.

G. ~~476.~~ **Prohibited Signs.**

~~a.~~1. Omission. All Signs not specifically permitted by these regulations are prohibited.

~~b.~~2. Internally illuminated Signs. Internally illuminated signs are prohibited in all zones.

~~c.~~3. Animated and/or Flashing Signs. Signs which are animated, flashing, designed to move in the wind, or with intermittent illumination are prohibited with the exception of barber poles, theatre marquees, and signs containing clocks and temperature readings.

~~d.~~4. Hazard. No sign, in the opinion of the Zoning Administrator, shall be erected or maintained in such a manner that it obstructs free and clear movement, vision, or is otherwise a hazard to drivers or pedestrians.

~~e.~~5. Temporary Signs. Temporary Signs are signs that by construction are not intended to be permanent, nor in place for more than a year. Temporary signs are typically used to advertise a business, sale, or product. Temporary signs are prohibited and variations of common signs, ~~that~~which are declared to be temporary, include, but are not limited to: lawn signs, wicket frame signs, collapsible signs, pendants, banners, feather banners, etc., (see ~~§479~~Section 470.I for exemptions).

~~f.~~6. Utility poles: Signs shall not be affixed to utility poles, or other public property.

~~g.~~7. Removal. The Zoning Administrator shall be empowered to remove all signs in violation of their authorized use, and to charge a reasonable fee for the return of any unlawful temporary sign.

8. ~~477.~~ **Externally Illuminated Signs.** Signs may be illuminated during the hours that the business being advertised is open for business or until 10:00 PM, whichever is later, in all business districts. Externally illuminated signs shall not create glare or throw light onto adjacent property and shall use down lighted, down shaded light fixtures, and LED bulbs. Lighting fixtures illuminating signs shall be carefully located, aimed and shielded so that the light is directed only onto the sign. ~~-~~Lighting fixtures shall not be aimed towards adjacent ~~street~~streets, roads, or properties. The light source (bulb) of a sign shall not be directly visible from adjacent streets, roads, or properties. Fixtures used to illuminate signs shall be top mounted and directed downward (i.e. below the horizon). Signs shall be illuminated by a steady light, which must be of one color only.

9. ~~479.~~ **Sign Bylaw Exemptions.** The following signs, provided they comply with the sign size maximum in their underlying zone, shall be exempt from the provisions of these regulations: Downtown Morrisville's wayfinding signs; downtown Morrisville's History & Art Walk historical plaques; traffic signs; handicapped access and parking signs, legal notices; "for sale" signs attached to vehicles; one open flag per business, signs for trespassing, safety zone, or other legal posting of property.

H. **Business Window Signs.**

~~a.~~1. Signs displayed inside of a business' window shall be exempted from this bylaw in all business zones, provided that no business window sign shall cover more than fifty percent of the window glass and that the business window sign, if internally lit, shall be smaller than 10 square feet and shall not be animated or flashing. The display of any off-premise corporate branding shall take place within this Business Window exemption.

2. Banners or signs, hung over any town highway are exempt from zoning but are required to obtain approval from the Road Commissioner per 19 VSA §1111
3. Wicket Frame Signs. Wicket Frame signs for 45 days of early voting prior to election day.

I. **Exemptions.**

~~b.~~The Zoning Administrator shall be empowered to exempt any ~~Sign~~sign from the above requirements for a period that shall not exceed two weeks at a time.

Section 480. ~~—~~Uses Specially Regulated.

A. ~~481.~~**Bulk Storage of Fuel.** Bulk Storage of Fuel (not allowed in a ~~§320~~Section 310 Flood Hazard Area) is allowed upon Conditional Use approval by the DRB, provided that the following conditions are satisfied:

~~a.~~1. There shall be a bermed and landscaped screening area along the side and rear lot lines no less than 25 feet ~~deep.~~long centered on lot lines.

~~b.~~2. The entire storage and distribution facility shall be surrounded by a metal fence no less than four feet in height.

~~c.~~3. The applicant shall provide and the DRB shall approve a master plan for the build-out of the site which addresses, as a minimum, truck circulation, containment of spills and emergency procedures in case of fire or explosion.

~~d.~~4. The facility shall be designed, built and operated in accordance with all State and Federal safety standards.

~~e.~~5. Facilities for the storage and transfer of pressurized gaseous fuels shall be separated from other fuels and shall meet all State and Federal safety standards.

B. ~~482.~~**Development on Class 4 Roads.** Conditional Use is required in all zones for Development that is further down a Class 4 Road than existing Development, and an agreement with the Selectboard will be needed either prior to issuance of a zoning permit for such Development, or in the case of a subdivision, before the subdivision plat mylar is recorded.

C. ~~483. —~~**Motor Vehicles Sales and Repair.** In all zones where permitted, motor vehicle sales and repair uses shall comply with the following:

~~a.~~1. No pieces or parts or other material or supplies are to be stored outside unless ~~completely~~to the extent practicable screened and concealed from view from neighboring properties and Streets.

~~b.~~2. All hazardous materials must be disposed of properly, including but not limited to: grease, oil, solvents, transmission fluids, antifreeze, paints, batteries, etc.

~~c.~~3. All vehicles shall have a valid Vermont Inspection Sticker within 15 days of arriving on the property and must be in a drivable and roadworthy condition~~,~~ or must be moved to another ~~approved~~allowed location off-site. Vehicles ~~where~~for which parts have been ordered ~~for and~~but have not yet arrived shall have a total of 15 days (inclusive of the time before the parts were ordered and once the parts arrive) to have a valid Vermont Inspection Sticker or the vehicle must be removed.

~~d.~~4. No junk vehicles may be kept on site for more than 24 hours unless they are screened by fencing, landscaping or natural features that extent practicable reasonably screen them from view from the public right of way or abutting properties.

D. ~~484.~~ **Gas Stations.** ~~In all zones where the Gas Station use is allowed, all~~

1. All fuel pumps, fuel and oil storage shall be located 35 feet or more from Street centerline.

~~a.~~2. Signage and corporate branding shall not be located on the canopy or its supports.

~~b.~~3. Any canopy provided over the fueling area shall comply with the following requirements:

~~1.~~i. Canopies must be consistent with the architecture of the primary building.

~~2.~~ii. Canopies shall be of one color, matching the main color of the primary building.

~~3.~~iii. Corporate branding, signage, and façade lighting is prohibited on canopies.

~~4.~~iv. Canopies with flat roofs are prohibited.

~~5.~~v. The roof of a canopy shall connect to the primary building.

~~6.~~vi. ~~Existing~~Pre-existing nonconforming canopies shall ~~be made to~~ comply with these foregoing requirements when any structured alterations or changes thereto are proposed.

~~c.~~4. There shall be no more than two access driveways to any Gas Station regardless of how many Streets it has frontage on.

~~d.~~5. The width of each driveway to a gas station shall comply with the Morristown Road Policy.

~~e.~~6. The installation of a sidewalk is a requirement of any new or redeveloped Gas Station. Said sidewalks shall comply with the Morristown Sidewalk Policy.

7. ~~485.~~ May have retail store as an accessory use selling predominately convenience goods and food/beverages.

E. **Extraction of Earth Resources via the Special Industry Use.** The removal of rock, soil, sand, or gravel for sale (except when incidental to proposed development on the same parcel) shall be allowed via the Special Industry Use, and be permitted by the DRB, after a plan for the rehabilitation of the site approved at a public hearing. The following provisions shall apply:

1. ~~485.1 **Performance Bond.**~~ Before approval of any new or proposed extension of a rock, mining, soil, sand, or gravel operation, a performance bond shall be secured from the applicant sufficient to ensure that upon completion of the extraction operations the abandoned site will be left in a safe, attractive and useful condition in the interest of public safety and general welfare. The owner(s) shall submit a plan of proposed improvements to accomplish this end. The bond shall be sufficient to cover the cost of redeveloping the site as a park, lake, recreation area or other usable open space.
2. ~~485.2~~ The removal of all material shall be conducted so as to result in the improvement of the land, giving due regard to the contours in the vicinity, such as leveling slopes and removing hills. The digging or creating of pits or steep slopes shall not be permitted, unless provision is made to refill such ~~pit~~pits.
3. ~~485.3~~ The excavation operation sites shall be graded smooth and left in a neat condition. Cut slopes and spoil banks shall not be allowed to remain. The operation site shall have 4" of ~~top soil~~topsoil, fertilized, mulched and seeded so as to establish a

firm cover of grass or other vegetation sufficient to prevent erosion under the supervision and to the satisfaction of the Zoning Administrator.

4. ~~485.4~~ All surface drainage affected by excavation operations shall be controlled by the owner to prevent erosion debris and other loose materials from filling any drainage course, street or private property. All provisions to control natural drainage water shall meet with the approval of the Zoning Administrator.
5. ~~485.5~~ No excavation, blasting or stock piling of materials shall be located within two hundred feet of any street or other property line.
6. ~~485.6~~ No power-activated sorting machinery or equipment shall be located within three hundred feet of any street or other property line, and all such machinery shall be equipped with satisfactory dust elimination devices.
7. ~~485.7~~ All excavation slopes in excess of 1:2 shall be adequately fenced as determined by the Zoning Administrator.
8. ~~485.8~~ Extension of an existing non-conforming operation shall only be permitted by the DRB~~.~~
9. ~~485.9~~ Stripping of topsoil for sale or for use on other premises, except as may be incidental to a construction project, shall be prohibited.
10. ~~485.10~~ The DRB may attach any additional conditions as it may find necessary for the safety and general welfare of the public.

F. ~~487.~~ **Garage, Porch, & Lawn Sales.**

1. Garage/lawn/porch sales shall be a permitted use within a residential district subject to the standards below. The purpose of these standards is to ensure the maintenance of the residential character of neighborhoods while permitting homeowners to take advantage of this traditional activity.
2. ~~487.1~~ Garage/Lawn/Porch sales shall be temporary, not to exceed 3 consecutive days at a time.
3. ~~487.2~~ Garage/Lawn/Porch sales shall be held no more than 4 days a year at any residential site, property, dwelling, or building.
4. ~~487.3~~ Any sales from a residence which exceed the standards set in this section shall be considered a Home Occupation or a Home Business~~,~~ and shall be subject to conditional use review as well as standards governing those specific uses. (See ~~§~~Sections 410, ~~§~~415, & ~~§~~500)

G. ~~488.~~ **Campers, Recreational Vehicles (RVs), ~~Sea Boxes~~Shipping Containers, and Storage Trailers**

1. shall be parked in a defined driveway, an approved campground, or in an approved sales lot. ~~Campers,~~ If any of these structures are not so located, a zoning permit is required prior to placement. Campers and Recreational Vehicles, ~~Sea Boxes, and Storage Trailers~~ shall not be used as a Dwelling Unit outside of the rules for a Primitive Camp, but may be used as temporary Dwelling Unit in conjunction with the construction of the primary residence on the same lot~~. Said Structures shall be~~ if they are hooked to functioning water, sewer or septic facilities~~ while being used as a temporary construction housing and shall~~, but must comply with ~~§323c~~Section 310 if parked in~~ a §320~~ Flood Hazard Area.

Section 490. Exterior Lighting.

A. 490.1 Exterior Lighting. All exterior lighting for residential or ~~business~~commercial uses shall be accomplished by using cut-off, down-shielded light fixtures. Light emanating from said fixtures shall not spill onto neighboring properties, Streets or, in the opinion of the Zoning Administrator, produce glare as viewed from neighboring properties or a hindrance to traffic movement. All exterior lighting, other than security lighting (which shall be set on a 5-minute or less motion sensor), shall remain off between the hours of 10:00PM and 6:00AM.

B. 490.2 Parking Lot Lighting. Parking lot light structures shall be limited to 20 feet in height and the light emanating therefrom shall be accomplished by using cut-off, down-shielded light fixture and shall not spill onto neighboring property lines or Streets in excess of 1 to 3 foot candles as shown on a lighting plan.

C. 490.3 Building facades. Building facades may be illuminated provided that the lighting shall be accomplished by using cut-off, down-shielded light fixtures and light shall not spill onto neighboring property lines or Streets.

D. 490.4 ~~Externally~~External Illumination for Signs. Sign lighting shall be regulated per ~~§477~~Section 470.G.8 of the Bylaw.

E. 490.5 Exemptions. Exemptions to ~~§~~Section 490 shall include lighting for streetlights, lighting installations on municipally owned property, façade mounted lighting that directly emphasizes architectural elements of Contributing Structures within the boundaries of Morrisville's 1983 Historic District but does not spill onto neighboring properties, and holiday or string lights during the months of October through January. Holiday or string lights, which by design are not down shielded, may remain in place year-round, provided they are turned off nightly at 10:00 PM, and attached to a structure located outside of required setbacks, and located below the drip-edge of a Structure's roof.

F. 490.6 Unusual Situations. Proposed lighting installations that do not comply with ~~§~~Section 490 Exterior Lighting ~~maybe~~may be approved by the DRB only when that Board finds that the proposed lighting utilizes LED bulbs, is designed to minimize glare and does not direct light onto adjacent properties or Streets.

G. 490.7 Prohibited. Mercury vapor and ~~florescent~~fluorescent lighting is prohibited.

ARTICLE V. SPECIAL REGULATIONS AND PROVISIONS

Section 500. Site Plan ~~Approval~~Review.

A. ~~501. A Permitted Use~~Dwelling, 1 & 2 Units uses are exempt from site plan review per 24 VSA §4415(a). A site plan approval for non-exempt Permitted Uses within any zone can be approved by the Zoning Administrator without a public hearing if the site plan requirements in ~~§502 through §506~~Section 500 are satisfied by the Applicant. At the discretion of the Zoning Administrator, or request of the applicant, any site plan permit application can be referred to the DRB for further review and permitting. ~~If the application is classified as a Permitted Use, the DRB may approve the application without a warned public hearing.~~

B. ~~502.~~ **Site Plan Requirements.** In applying for approval of a Permitted Use by the Zoning Administrator, or a hearing before the DRB for Site Plan Approval, Conditional Use, Variance, or Waiver~~,~~, the applicant shall submit a printed copy of the site plan, as well as an electronic copy of said site plan in PDF format. All site plan submittals shall include the following information:

~~a.~~1. The name, address and daytime telephone number of the person or firm preparing the map and supplying the data and information~~;~~.

~~b.~~2. The name and address of the owner of record and of the applicant if different~~;~~.

~~c.~~3. The date of map preparation and a bar scale showing miles or feet~~;~~.

~~d.~~4. A north arrow with the most recent magnetic declination if available.

~~e.~~5. Existing and proposed features including streets, utility easements, rights~~-~~of~~-~~ways, structures, and all waterbodies.

6. ~~And for~~ For all new commercial development, new principal structures with multiple principal uses as noted in Section 510 of The Bylaws and Dwelling Unit Multi-Family uses, site plan submittals shall also include the following details:

~~f.~~i. A boundary survey~~;~~.

~~g.~~ii. The location of propane tanks, which shall be placed underground (only the Bulk Storage of Fuel uses allows above-ground tanks).

~~h.~~iii. The location of trash, recycling, and compost containers/dumpsters shall be completely screened from views of streets and surrounding properties~~,~~ and maintained in a sanitary manner. The use of dumpsters shall only be allowed in the CB, COM, IND, & HOS Zones. Dumpsters are prohibited in all residential zones, with the exception of short-term use for construction activity.

~~i.~~iv. The location of USPS approved 4C centralized or cluster mailboxes~~,~~ ~~which~~ are required when 5 or more residential units are proposed on the same parcel. All cluster mailbox installations require at least 1 parcel locker per every 5 dwelling units. All cluster mailbox and parcel locker installations shall be located on the secondary development road, or no closer to the primary road than the front façade of the proposed building(s).

v. ~~503.~~ A plan note stating the heat and cooling source for the proposed building (oil, mini-split, etc.).

C. **Additional Conditions.** Appropriate conditions of approval may be attached to any ~~permit~~site plan approval with respect to the following:

1. 503.~~1 Adequacy~~1Adequacy of traffic access and circulation
2. ~~503.2~~ Provision for vehicular and/or pedestrian access to connect ~~site~~sites to adjacent properties.

~~503.3~~3. Provision of parking

~~503.4~~4. To protect the utilization of renewable energy resources

Section 505. Landscaping Plan Standards.

A. Landscaping shall be a requirement of ~~§~~Section 500 Site Plan Approvals for all non-residential uses and Dwelling Unit Multi-Family uses.

~~a.~~1. Landscaping proposed on a site plan shall include a combination of shade trees and shrubs (both deciduous and/or coniferous~~),~~) and may also include grasses and ground covers.

~~b.~~2. A landscaped buffer of at least 5 feet in width shall be required in the following circumstances: (1) To reasonably screen 10 or more off-street parking spaces from roadside view, (2) To reasonably screen 10 or more off-street parking spaces from abutting residential properties, and (3) To have proposed non-residential properties provide screening to abutting residential properties in the COM, IND, & HOS Zones.

~~c.~~3. Landscaping plans shall include shade trees when ~~ten~~10 or more parking spaces are proposed. In such areas, no open-air parking space shall be more than 30 linear feet from the trunk of the closest shade tree. When internal parking lot islands are proposed to meet this 60-foot maximum distance requirement, said islands shall not be curbed and shall be designed to receive and attenuate stormwater from the paved parking area.

~~d.~~4. Proposed shade trees shall be no smaller than a 2.5-inch caliper trunk diameter, measured at ground level, or, in the case of coniferous trees, a minimum of 5 feet in height. Tree species shall be long-lived (over 60 years) with a high tolerance for soil compaction.

~~e.~~5. Landscaping shall also include the use of shade trees along any road frontage. At least 1 shade tree shall be planted for each 60 linear feet of said frontage. Said trees shall be salt tolerant, of local origin, and placed/sized so as to not impact overhead utility lines.

6. Landscaping shall be required to reasonably screen all ground-mounted utility enclosures, mini-split condensers and meter sockets from views from the roadside and adjacent properties. Said improvements need not be screened if they located within 5 feet of the primary structure and painted a matching color to allow visual blending.

~~f.~~8. Maximum effort shall be ~~made~~taken to save existing mature trees. No material or temporary soil deposits shall be placed within the drip line of shrubs or trees designated on the landscape plan to be retained. Protective barriers, such as snow or silt fences, shall be installed during construction around the drip lines of vegetation that is to remain on site that may be damaged by construction activity.

~~g.~~9. All plantings shall be installed according to accepted horticultural standards. Plant species should be native (unless ornamental), shall not be listed as invasive and shall

be hardy (zone ~~three~~4b or or hardier as defined in UVM Extension Service's "Landscape Plants for VT").

~~h.~~10. The owner shall ~~ensure~~maintain all landscaping in a reasonably healthy manner, including but not limited to proper watering and weeding to ensure plant viability, and shall replace dead landscaping within the same growing season as any die-off.

~~i.~~11. Adequate planted screening shall be required that is robust enough to shield any adjacent house, including a house across a roadway, from view of a ground mounted solar array greater than 15 kilowatts and requires a Certificate of Public Good from the Public Utility Commission.

Section 506. Site Protection and Restoration.

Topsoil shall be preserved and redistributed on all regraded surfaces and disturbed areas and be stabilized by plantings, sodding, mulching and/or seeding - with double or triple the flat field seeding rates for slopes with little reclaimable soil in order to successfully regenerate and re-establish a permanent cover growth. Proper soil erosion control measures shall be taken during and after construction. Landscaping plans shall incorporate a 50-foot-wide setback from perennial streams and existing natural drainage patterns shall be preserved ~~wherever possible~~ to extent reasonably practicable or reasonably feasible. Seed and mulch shall be applied as soon as ~~possible~~reasonably feasible on disturbed soils.

Section 510. ~~Planned Unit~~ Multiple Principal Uses On a Lot.

A. Multiple Uses On a Lot: Lots in the CB, COM, IND, and the HOS district shall be allowed to host multiple uses at the same time, provided the following conditions are met.

B. All lots in these districts are allowed any uses noted in Section 204.E according to the district they are located in.

1. This use may be allowed in any principal or accessory structure provided that they meet the dimensional requirements for the district they are located in as noted in Section 204.E.
2. New structures containing multiple principal uses with all of the uses being permitted uses shall have their site plan approved by the Development~~/Conservation Subdivision (Major Subdivision~~ Review Board through site plan review as noted in Section 500 of the bylaws.
3. All lots with existing structures can contain multiple principal uses and shall not require site plan approval to add a use so long as any of the existing or proposed uses do not require any changes noted in 2. of this section and the proposed use is not a conditional use as noted in Section 204.E.
4. If one of the proposed uses is a conditional use as noted in Section 204.E then the project will be subject to Conditional Use Review as noted in Section 630 of the bylaws.

C. The DRB shall approve all modifications to a site plan on a lot containing multiple principal uses using the standard noted in Section 500 of the bylaws that involve any of the following:

1. Changes to the building(s) footprint.
2. Changes to the number of parking spaces on site.
3. Changes to traffic circulation patterns on the site.
4. Changes to any approved screening structures.
5. Changes to an approved landscaping plan that involve the elimination or reduction in landscaping.
    i. Changing the species of landscaping is allowed without DRB approval provided the number of plantings and trees is maintained and their locations are not modified and the applicants provide an updated landscaping plan for the Zoning Administrator to record.
    ii. The Zoning Administrator may refer this new landscaping plan to the DRB for Site Plan Approval at their discretion.
6. Lots located in the RRA, HDR ,MDR, and LDR districts are limited to one principal use on a lot. Allowed uses for these districts are located in Section 204.E of the Bylaws.
7. For the purposes of density any lot is required to meet the minimum lot area required for residential use as noted in Section 204.F of the bylaws if a residential use is proposed.

~~1.A.~~**~~Overarching Purposes.~~** ~~The overarching purposes for Planned Unit Developments / Conservation Subdivisions are as follows:~~

~~a. The permanent preservation of public open space with agricultural land, forestry land, flood zones, wildlife habitat and other natural resources including aquifers, water bodies and wetlands;~~
~~b. To allow for greater flexibility and creativity in the design of subdivisions;~~
~~c. To encourage a less sprawling, more efficient, form of development that consumes less open land and conforms to existing topography and natural features better than a conventional subdivision;~~
~~d. To minimize the amount of disturbance on the site and retain natural drainage patterns;~~
~~e. To further the goals and policies of the Morrisville/Morristown Town Plan;~~
~~f. To facilitate the construction and maintenance of housing, streets, utilities and public service in a more economic and efficient manner; and~~
~~g.1.To facilitate the construction and maintenance of public trails and associated amenities to enhance the pedestrian experience.~~

~~B. **Site Specific Purposes.** The site specific purposes for Conservation Subdivisions are to permanently protect the following Natural Resources as shown on the Agency of Natural Resources Natural Resource Atlas in dedicated open space via the following list of prioritized priorities:~~
~~1. To protect the public water supplies (Groundwater SPA);~~

~~To protect~~ **Section 511. Short Term Rentals.**

A. **Four or Fewer Bedrooms.** Short term rentals, consisting of any structure or combination of structures on the same lot that rents 4 or fewer bedrooms to persons for a period of more than 14

days in a year and fewer than 30 consecutive days are an allowed use by right on any lot without zoning permit if the following conditions are met:

2. The property must be owner occupied as defined ~~Floodways, & §320 Flood Hazard Areas that do not have a defined Floodway;~~
3. ~~To protect Wetlands;~~
4. ~~To protect Rare Threatened Endangered Species;~~
5. ~~To protect Significant Natural Communities;~~
6. ~~To protect Vernal Pools;~~
7. ~~To protect Deer Wintering Areas;~~
8. ~~To protect existing forest connectivity;~~
9. ~~To protect all agricultural soils listed as Prime or as Statewide (inside SSMA only); and~~
10. ~~To protect steep slopes greater than 25%;~~

~~3.A. **Applicability**. Conservation Subdivisions are required for all Major subdivisions in all zones.~~

~~4.A. **Sketch Plan Review**. Prior to submitting a preliminary plat application, the applicant shall host a Sketch Plan review site walk with the Zoning Administrator on the proposed development site. At the development site, the Zoning Administrator will become familiar with the land and inform the applicant about the Conservation Subdivision design process. The Zoning Administrator shall bring a survey of the property (or a tax map if a survey is not found in the Land Records) and a printout of the Vermont Agency of Natural Resource's (ANR) Natural Resource Atlas with the following map layers turned on: Contours, Rare Threatened Endangered Species, Significant Natural Community, Deer Wintering Areas, Habitat Blocks, Vernal Pool Confirmed, Wetlands, Soils Prime Agricultural, Groundwater SPA, Parcels, Slope. During the Sketch Plan Review meeting the following shall be determined:~~

~~1. **Natural Resource Identification.** Natural Resource Identification shall be accomplished by using the aforementioned layers of ANR's Natural Resource Atlas mapping system~~

~~b.1. **Lot Calculation.** The maximum allowable number of lots in a Conservation Subdivision shall be determined by using the acreage of the subject land and dividing this resultant number by the Minimum Lot Size in the zone in which the subject land is located. This calculated number of lots shall determine the total number of reduced size house lots possible in a Conservation Subdivision. This lot number may need to be amended when a survey of the subject land is completed during the Preliminary Plat Review process.~~

~~c.1. **Five-Step Design Process.** The applicant shall work through the following five-step design process when laying out a Conservation Subdivision on the subject land:~~

~~i. **Step 1.** Identify the natural resource areas,~~
~~i. **Step 2.** Identify the potential development areas outside of the natural resource areas.~~
~~i. **Step 3.** Within the potential development areas, identify potential development sites.~~

~~**Step 4.** Lay out roads, driveways and utility corridors for the proposed lots.~~
~~i. **Step 5.** Draw in the Lot Lines.~~

5.A. **Dimensional Requirements of Conservation Subdivisions**. The applicant shall submit a formal subdivision plan that incorporates the design given genesis by the Sketch Plan Review process, as well as the following requirements:

a.1. **Preliminary Plat Information**: The plan detail requirements found in §770 in Section 900 of the Bylaws.

b.1. **Reduction of Dimensional Requirements for Conservation Subdivisions**. The following reduced dimensional requirements apply for Conservation Subdivisions when a minimum of 50% on the proposed development area is to be permanently protected as open space:

1.i. The total footprint of the development may be reduced by up to 50% (i.e. ten acres of land that would normally yield 5 two-acre lots, can become a conservation subdivision with the same five lots on 5 acres with another 5 acres of open space).

2.i. Lot frontage shall not be less than 20 feet.

3.i. Setbacks shall not be less than one-half of the required setbacks specified by the zone in which the subdivision is proposed. However, side setbacks shall not be required for townhouse style Class 1 Development located in the Village

4.i. The DRB may waive minimum side setback requirements for multi-unit developments that utilize party walls to encourage more compact development when doing so furthers the bylaw's purposes.

5.i. The DRB may allow the reduction of the Minimum Lot Size to no less than one-quarter of the required lot size specified by the zone in which the subdivision is proposed if one of the following criteria can be met:

a. When 75% of the subject property is to be permanently protected as open space;

b. When the subject property is located within the village limits; and

c.a. When Class 2 Development is proposed in the Low Density Residential Zone.

6. Open Space Requirements.

a. A minimum of 50% of the proposed development area shall be permanently protected as open space and shown on the Final Plat and said open space shall be placed on a separate parcel from the building lots.

a. The open space lot must abut at least half of the proposed lots, and the open space shall be contiguous. Open space may still be considered abutting and/or contiguous if a Street separates it. The DRB may waive this requirement during when it is determined that allowing the proposed open space design will better promote the purpose and intent of this Bylaw.

b.1. To achieve this Bylaw's long-term goal of forming large unified open space areas, when there is adjacent public lands, or an adjacent conservation subdivision open space lot that was previously protected, the proposed open space lot should be physically connected to these existing protected public lands. Said adjacent protected public lands shall also be considered "adjacent" if they are only separated from the proposed conservation development by a Street.

c. The open space shall include a majority of the Natural Resource Areas identified during Sketch Plan Review and all of the prime ag area located inside SSMA.

d.1. Acceptable uses of the dedicated open space include: agriculture and forestry. Additional uses of the dedicated open space may include recreation fields, walking trails, bike paths, view vistas and parklands. The Board may allow open space uses not specified in this section if it finds the proposal consistent with the purpose and intent of this Bylaw, provided that doing so will not result in any reduction in the agricultural potential for the designated agricultural soils.

e.1. Disturbed Areas within Open Space: These aforementioned "acceptable uses of the open space" in §6e shall not disturb more than ½ of dedicated open space from its present condition. At the discretion of the Board, already disturbed areas may be considered as contributing towards this requirement when a reclamation plan is in place (ex. the regrading & replanting of a gravel pit).

f. Open space shall not include land set aside for the road's right-of-way.

g.1. Dedicated open space may be used for sewerage disposal systems if the DRB determines that the proposed layout and grading of the systems will not inhibit the recreational use of the area.

a.1. Stormwater drainage systems may be allowed in the open space if the DRB determines that the proposed layout and grading of the systems will not inhibit the recreational use of the area.

b.1. Storage of equipment and placement of structures, except structures built for the residents of the development such as a boat launch or community building, shall not be allowed in the open space. No structures shall be allowed in the section of dedicated open space that is depicted on the subdivision plan as the prime ag area.

c. The ownership of the Open Space shall be conveyed to the Town, the Town's Conservation Commission, or a nonprofit organization or land trust whose principal mission is the conservation and protection of open space, or to a corporation or trust owned jointly or in common by the owners of lots within the proposed Conservation Subdivision. If conveyed to a trust or the subdivision's homeowners association, maintenance of such open space and facilities shall be permanently legally guaranteed, with said guarantee providing for mandatory assessments for open space maintenance expenses being levied against each lot as part of the homeowner's association. Any proposed open space, unless conveyed to the Village, Town of or its Conservation Commission, shall be subject to a recorded conservation restriction, providing that such land shall be perpetually maintained as open space and be preserved exclusively for the purposes set forth herein

d. A maintenance easement shall be granted to the Town to ensure its perpetual maintenance and provide that in the event the open space is not maintained in reasonable condition. The easement must state that the Town may, after notice to the lot owners and public hearing, enter upon such land to provide maintenance. The cost of such maintenance by the Town shall be assessed against the properties within the development and/or to the owner of the open space. The Town may file a lien against the lot(s) to ensure payment of such maintenance.

e. The protected open space must be clearly delineated on the ground with permanent markers or monumentation before any zoning permits are issued for construction within the subdivision. When no visual distinction exists along the boundary of a subdivision lot and the protected open space (ex. in an open field setting), the use of boulders unearthed during construction, blasted ledge, split-rail fence, street trees (per §505 d&e of the Bylaws), tree blazing, signage, or other reasonable

measures shall be used to delineate the open space and ensure it is not encroached upon by construction equipment, or by abutting landowners.

f. Walkways, hiking trails or bicycle paths shall be provided where feasible to link the lots with the dedicated open space. At a minimum, at least half of the proposed house lots shall be connected by said walkways, hiking trails or bicycle paths. Public access to any trail system in the dedicated open space shall not be restricted via the private status of the streets within the development.

1.
2. The structure or structures where the bedrooms are located must have a valid, unexpired State wastewater and potable water supply permit for the number of bedrooms therein, as well as approval from the Division of Fire Safety.
3. While renting out 4 or fewer bedrooms for a short-term rental is a by right use that does not require a permit, a zoning permit is still required for the use or occupancy of the structure or structures in which the bedroom or bedrooms are located.
4. This exemption does not apply to structures that are undergoing development to construct such new rooms or facilities or are converting existing square footage of a structure that does not require an alteration to the building's footprint or exterior elevations.

B. **Five to Eight Bedrooms.** Short term rentals, consisting of any structure or combination of structures on the same lot that rents between 4 and up to 8 rooms to persons for a period of more than 14 days in a year and fewer than 30 consecutive days are permitted or conditional uses as noted in the Use Table in Section 204.E and are also subject to the following:
   1. The property must be owner occupied as defined in Section 900 of the Bylaws.
   2. if designated as a conditional use, then requires Conditional Use approval per the standards noted in Section 500 and Section 630 of the Bylaws.
   3. Short-Term Rentals must be approved by the Division of Fire Safety.
   4. Short-Term Rentals must have a valid State wastewater and potable water supply permit that reflects the proposed use and number of bedrooms in the structure being rented on a short-term basis.
   5. Short term renting 9 or more bedrooms shall be considered a hotel, Inn or Motel Use under these Bylaws. The Short-Term Rentals use is exclusive of and not a Hotel, Inn or Motel use, with said latter uses regulating establishments renting 9 or more bedrooms for 17 or more transient individuals.

ARTICLE VI. ADMINISTRATION AND ENFORCEMENT

Section 600. Zoning Administrator.

601. **Appointment and Duties.** The Zoning Administrator (also referred to as 'Administrative Officer') shall be nominated by the Planning Commission and appointed by the Selectboard to administer these Bylaws. He or she shall literally enforce these Bylaws, and is authorized to inspect premises affected by land development, maintain records and perform all other duties in accordance with law.

Section 610. Development Review Board (DRB).

A. 611. **Appointment and Duties.** The Morrisville-Morristown jointly appointed DRB shall perform functions in 24 VSA §4460 and conduct its duties as prescribed in 24 VSA §4461. The DRB shall consist of not less than 5, nor more than 7 members. The DRB may have up to 3 alternate members.

B. 611.1 All matters, except for appeals of decisions of the zoning administrator per §Section 640, must come before the DRB by referral of the zoning administrator. Any such referral decision may be appealed as a decision of the zoning administrator.

C. 611.2 Minutes will be taken of all meetings of the DRB and maintained by the Zoning Administrator. Such minutes shall include the name, address, and participation of any person wishing to achieve status as an interested person as defined in these bylaws.

D. 611.3 The DRB shall conduct all reviews concurrently where feasible if a project requires more than one type of review.

Section 612. Public Hearing Notice Requirements.

A. Per 24 VSA §4464(a)(1) & (2), a public hearing warned at least 15 days in advance is required for conditional use approval, variances, zoning administrator appeals, and subdivision approval. Site plan approval, and waiver considerations, require a public hearing warned at least 7 days in advance. Notice for a public hearing shall be warned as follows:

a. 1. Publication of the date, place, and purpose of the hearing in a newspaper of general circulation in the town.

b. 2. Posting of the same information in three or more public places within the town, including posting by the applicant within view from the public right of way most nearly adjacent to the property for which an application is made.

c. 3. Written notification to the applicant and to owners of all properties adjoining the property subject to development, without regard to any public right of way. The notification shall include a description of the proposed project and shall be accompanied by information that clearly informs the recipient where additional information may be obtained, and that participation in the local proceeding is a prerequisite to the right to take any subsequent appeal.

Section 620. Enforcement, Remedies and Penalties.

A. 621. **General Enforcement.** These Bylaws shall be enforced in accordance with §4451, §4452 and §4454 of the Act and any section of any applicable future Vermont Statute.

B. 621.1 Whenever these Bylaws are in violation of Vermont Statutes, the Statutes of the State of Vermont shall prevail and §Section 120 of these Bylaws shall be applicable.

C. 621.2 This municipality shall enforce all decisions of the Morristown-Morrisville Joint DRB that pertain to the municipalities of the Village of Morrisville and the Town of Morristown. The Village of Morrisville and/or Town may, according to §4470(b) of the Act, seek enforcement of these bylaws through the courts of this State.

621.3 Interested persons may utilize §4471 of the Act to seek enforcement of these bylaws by the courts of this State.

622. **Enforcement Penalties.** A person who violates these Bylaws post adoption, or a person who violates a comparable ordinance or regulation adopted under prior enabling laws shall be fined. The fine shall be established by the legislative body but shall not be more than $200 per offense.

622.1 **Guidelines for Levying Fines.** No action may be brought under this section unless the alleged offender has had at least seven day warning notice by certified mail. An action may be brought without the seven day notice and opportunity to cure if the alleged

offender repeats the violation of the bylaw or ordinance after the seven-day notice period and within the next succeeding twelve months.

a. The seven-day warning notice shall state that a violation exists; that the alleged offender has an opportunity to cure the violation within seven days and that the alleged offender will not be entitled to an additional warning notice for a violation occurring after the seven days.

622.2 **Non-Payment of Fines.** In default of payment of the fine, such person, the members of any partnership, or the principal officers of such corporation shall each pay double the amount of such fine.

622.3 **Separate Offense.** Each day a violation continues shall be a separate offense.

622.4 **Collection of Fines.** All fines collected for the violation of these Bylaws shall be paid over to the Town of Morristown.

622.5 **Further violations.** Further violations of these Bylaws regarding §4451(b) of the Act shall be penalized in accordance with that Section of the Act if applicable.

624. **Enforcement Remedies.** If any street, building, structure, or land is or is proposed to be erected, constructed, reconstructed, altered, converted, maintained or used in violation of these bylaws the Zoning Administrator shall institute in the name of the Village of Morrisville and/or The Town of Morristown any appropriate action, injunction or other proceeding to prevent, restrain, correct or abate such construction or use, or to prevent, in or about such premises, any act, conduct, business or use constituting a violation.

Section 630. Conditional Uses.

A. 631. **Procedure.** The DRB may allowshall review all uses listed as Conditional Uses in the requested zone at a warned public hearing, as provided for in §4414(3) of the Act.

B. 632. **General Standards.** In order to allowapprove the proposed Conditional Use, the following general standardsproposed use shall not be adversely affected to the point that the potential impact becomes have an undue: adverse effect on:

1. 632.1 The capacity of existing or planned community facilities
2. 632.2 The character of the area affected.
3. 632.3 The reduction in the capacity of the land to hold water so as to avoid soil erosion.
4. 632.4 Will not result in undue water, noise, or air pollution.

C. 635. **Specific Standards.** In allowingreviewing a conditional use, the DRB may consider the following standards:

635.1 Increasing the required lot size or yard dimensions in order to protect adjacent properties

635.2 Limiting the coverage or height of buildings because of obstruction to view and reduction of light and air to adjacent property

1. 635.3 Controlling the location and number of vehicular access points to the property.

635.4 Increasing the street width

635.5 Increasing or decreasing the number of off-street parking or loading spaces

2. ~~635.6~~ Allowing an additional dwelling unit above what the zoning normally yields ~~for~~when an on-site property manager is provided for residential developments of ten or more units.
3. ~~635.7~~ Specify or ~~limiting~~limit a business' hours of operation.
4. ~~635.8~~ Specifying a specific time limit for construction, alteration, or enlargement to begin for a structure to house a conditional use.
5. ~~635.9~~ Requiring that any future enlargement or alteration of the use be reviewed by the DRB to permit the specifying of new conditions.
6. ~~635.10~~ The DRB may require ~~one, three~~1, 3, and ~~five~~5 year reviews of any project ~~before~~, where at such review the Board~~.~~ may apply additional reasonable conditions of approval to mitigate the adverse impacts of a project and/or achieve zoning compliance

D. ~~636.~~ **Extra Conditions**. The DRB may attach such additional reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Act and these zoning regulations, and to protect the health, safety and welfare of the general public.

Section 640. ~~Appeals.~~

A. ~~641.~~ **Filing Appeals.** An Interested Person, as defined by 24 VSA, § 4465, may appeal any decision or act taken by the Zoning Administrator by filing a notice of appeal with the ~~Chair~~Secretary of the DRB and a copy of such notice shall be filed with the Zoning Administrator.

B. ~~641.1~~ **Notice of Appeal.** The notice of appeal, which must be filed within 15 days of the date of that decision or act, shall be in writing and shall include: the name and address of the appellant(s), a brief description of the property to which the appeal is taken, a reference to the regulatory provisions applicable to that appeal, the relief requested by the appellant(s), the alleged grounds why such requested relief is believed proper under the circumstances, and any other requirements dictated in §4466 of the Act.

C. ~~641.4~~ **Appeal Fees.** The fee for an appeal hearing before the DRB shall be set by the legislative body. Fees submitted for appeals of Enforcement Orders issued in accordance with ~~§~~Section 620 of these Bylaws which are subsequently ~~approved~~granted by the DRB shall be refunded.

D. ~~642.~~ **Public Hearing on the Appeal.** The DRB shall warn a public hearing on an appeal which shall be within 60 days of filing the notice of appeal according to §4466 through 4468 of the Act.

~~642.1 **Public Notice.** The DRB shall give public notice of the hearing and shall mail to the appellant(s) a copy of such notice at least 15 days prior to the hearing. The public hearing shall be open to the public. The DRB from time to time may adjourn any hearing held under this section, provided, however, that the date and place of the adjourned hearing shall be announced at the hearing. All procedures of the public hearing shall follow those established in §4468 of the Act.~~

E. ~~642.4~~ **Decisions on the Appeal.** The DRB shall render its decision, which shall include findings of fact, within 45 days after completing the hearing.

~~a.~~1. The DRB shall within that same period send to the appellant(s), by certified mail, a copy of the decision.

b.2. Copies of the decision shall also be mailed to every person or body appearing and having been heard at the hearing and a copy thereof shall be filed with the Zoning Administrator and the Town Clerk as part of the public records of this municipality.

c.3. Time Limitation. If the DRB does not render a decision in 45 days, the Board shall be deemed to have rendered a decision in favor of the applicant or appellant(s) if not the applicant and granted the relief requested by the appellant(s) on the last day of such period.

d.4. Rejection of Appeal. The DRB, (under the criteria and procedures stated in §4470(a) of the Act),, may reject an appeal without hearing and render a decision, which shall include findings of fact, within ten (10) days of the date of filing of the notice of appeal.

e.5. Enforcement of Decision. All decisions of the DRB shall be enforced according to §4470(b) of the Act.

F. 643. **Appeals of DRB Decisions.** Any interested personInterested Person who has participated in a DRBregulatory proceeding by offering oral or written testimony, evidence or statement of concern related to the subjectunder these Bylaws may appeal a decision of the DRB, or an approval resulting from the failure of the DRB to act within the required 45-day period, within 30 days of such decision to the Environmental Division of Vermont Superior Court. The manner and procedures of an appeal of this type shall be in accordance with §4471 and §4472 of, as provided in the Act and any other pertinent Vermont Statute.(§§4449, 4471).

Section 660. Local Act 250 Review of Municipal Impacts.

661. Per 24 VSA §4420, the DRB is authorized to undertake local Act 250 review of municipal impacts caused by "development" and "subdivision" as such terms are defined in 10 VSA §151.

662. With respect to such "developments" and/or "subdivisions", the DRB, pursuant to the procedures established under Title 24 VSA Chapter 36 (the Municipal Administrative Procedures Act), shall hear applications for local Act 250 review of municipal impacts at a duly warned public hearing.

663. All applicants for Act 250 permits for such "developments" and/or "subdivisions" in Morristown shall go through this review process, unless all of the following apply:

663.1 The applicant can establish to the satisfaction of the DRB that the applicant relied on a determination by the Natural Resource Board's local district coordinator that Act 250 jurisdiction did not apply to the development and/or subdivision in question and, based upon that reliance, the applicant obtained local permits without complying with the requirement for local Act 250 review.

663.2 The Natural Resource Board's local district coordinator's jurisdictional ruling was later reconsidered or overturned on appeal, with the result that Act 250 jurisdiction does apply to the "development" and/or "subdivision" in question.

663.3 The DRB waives its local Act 250 review jurisdiction at the request of the applicant.

664. Determinations by the DRB regarding whether or not to waive its local Act 250 review jurisdiction shall not be subject to review.

G. 665. At the DRB local Act 250 review proceeding, the applicant shall provide, at the minimum, all of the information relating to Act 250 Criteria 6, 7, and 10 requested in the Act 250 Application Forms

and demonstrate to the satisfaction of the DRB that the proposed "development" and/or "subdivision":

1. ~~665.1~~ Will not cause an unreasonable burden on the ability of the town to provide educational services (Act 250 Criterion 6~~).~~)
2. ~~665.2~~ Will not cause an unreasonable burden on the ability of the town to provide municipal or governmental services (Act 250 Criterion 7).
3. ~~665.3~~ Is in conformance with the duly adopted Municipal Plan (Act 250 Criterion ~~10).~~9).

ARTICLE VII: SUBDIVISION APPLICATION AND APPROVAL PROCEDURE

Section 710. Application of Regulations.

A. 710.1 No conveyance or lease of a subdivisionsubdivided lot or any part thereof may be made, nor any construction or other improvement for such subdivision may be commenced, nor any permit for erection of a structure in such proposed subdivision may be granted, unless the subdivider has secured approval from the Zoning Administrator or DRB for the proposed subdivision under these rules.

B. 710.2 Minor Subdivision. For the purposes of these regulations, the term Minor Subdivision shall be defined as any proposed subdivision resulting in no more than onetwo new parcels and one parent parcel. Minor subdivisions can be either in the form of conventional subdivisions or in the form of Planned Unit Development/: Conservation Subdivisions. The form of the minor subdivision is the choice of the landowner. The Zoning Administrator shall approve all Minor Subdivisions. The term Major Subdivision shall be defined as any proposed subdivision resulting in two or more new parcels and or any subdivision proposal that creates a Street. All Major Subdivisions must go through the §510 Planned Unit Development / Conservation Subdivision process and be approved by the DRB. that are not PUDs or conservation subdivisions. The Zoning Administrator shall review Minor Subdivisions referencing the following Sections of the Bylaws : 750, 760, 770 and Article VIII.

C. Major Subdivision. For the purposes of these regulations Major Subdivision shall be defined as any proposed subdivision resulting in three or more new parcels and one parent parcel. All Major Subdivisions must go through the Section 740 Planned Unit Development: Conservation Subdivision process and be approved by the DRB. If the Applicant is proposing multiple principal uses on these lots then the project will also be subject to the regulations noted in Section 510 of the Bylaws. All Major Subdivisions will require Preliminary Subdivision Review.

Section 720: Pre-application. Procedures for Subdivision Review: Major Subdivision.

A. 720.1 **Sketch Plan.** The applicant, prior to submitting an application for preliminary subdivision, review shall have the option to submit to the Zoning administratorAdministrator, a "Sketch Plan" of the proposed subdivision which shall show the proposed layout of streets, lots and other features sketched roughly on a print of a survey of the property.

A. 720.2 **Attendance at Meeting.** The subdivider, or his/her duly authorized representative, shall meet with the Zoning Administrator to discuss the requirements of these Regulations, the difference between a Minor and Major subdivision and any applicable zoning bylaws, for street improvements, drainage, fire protection, and similar aspects, as well as the availability of existing services and other pertinent information.

720.3 **Conformance to Other Plans & Regulations.** **Sketch Plan Approval.** The Zoning Administrator, or the DRB at the deferralreferral of the Zoning Administrator, shall review the Sketch Plan to determine whether or not it conforms to, or would be in conflict with any effective municipal plan; zoning bylaw; existing private and public development facilities and services, ordinances or regulations; and for any special problems that may be encountered. Findings of conformance or conflict during the Sketch Plan Approval process

~~shall not be binding on the public bodies responsible for administration of such programs, but are intended as an aid to the applicant at this stage of the process.~~

B. ~~720.4 **Sketch Plan Approval.** The Zoning Administrator, or the DRB at the deferral of the Zoning Administrator, shall determine whether the Sketch Plan conforms~~appears to conform with the Zoning Bylaws, and may ~~reject the application or~~ make specific written recommendations for changes. Any subdivided lot must meet the minimum lot size without including the area of any public road right of way in the lot acreage. Determination of compliance at this stage of review will not bind the DRB in making determinations at later stages. The Sketch Plan ~~Approval~~ letter ~~must state if~~will note items the ~~proposed~~applicants should provide for preliminary subdivision ~~will be treated as~~review. After submitting a ~~Minor or Major~~Sketch Plan application and reviewing the Sketch Plan letter the applicants shall submit an application for preliminary subdivision~~.~~ review and will take into account comments provided by the Zoning Administrator or DRB.

C. **Preliminary Subdivision Review.** The applicants preliminary applications shall endeavor to provide all of the information noted in Section 730, 740, 750, 770 and Article VIII of the bylaws. Any outstanding information from these sections will be added as a condition of approval for the preliminary application and shall be required in order for an application for Final Subdivision Review to be deemed complete. The DRB may also require an applicant to provide any additional information it wishes to see prior to final approval, provided that the requested information is related to specific standards for subdivision approval noted in the bylaws.

D. **Final Subdivision Review**. After the DRB has issued its written decision and within six months after approval of the Preliminary Subdivision, the subdivider shall file an application for approval of a Final Subdivision. The Applicant shall provide documentation that they complied with the conditions of approval noted in the Preliminary subdivision approval. In addition, the Applicant shall submit an application that conforms to the requirements described noted in Section 750 of the bylaws. Failure to do so shall allow the DRB to refuse, without prejudice, to approve the application.

E. **Open Space Requirements** A minimum of 50% of the proposed development area shall be permanently protected as open space and shown on the Final Plat and said open space shall be placed on a separate parcel from the building lots.

1. The open space lot must abut at least half of the proposed lots, and the open space shall be contiguous. Open space may still be considered abutting and/or contiguous if a Street separates it. The DRB may waive this requirement when it is determined that allowing the proposed open space design will better promote the purpose and intent of this Bylaw.
2. To achieve this Bylaw's long-term goal of forming large unified open space areas, when there are adjacent public lands, or an adjacent conservation subdivision open space lot that was previously protected, the proposed open space lot should be physically connected to these existing protected public lands. Said adjacent protected public lands shall also be considered "adjacent" if they are only separated from the proposed conservation development by a Street.
3. The open space shall include a majority of the Natural Resource Areas identified during Sketch Plan Review and all of the prime ag soils area located inside SSMA.
4. Acceptable uses of the dedicated open space include agriculture and forestry. Additional uses of the dedicated open space may include recreation fields, walking trails, bike paths, view vistas and parklands. The Board may allow open space uses not

specified in this section if it finds the proposal consistent with the purpose and intent of this Bylaw, provided that doing so will not result in any reduction in the agricultural potential for the designated agricultural soils.

5. Disturbed Areas within Open Space: These aforementioned "acceptable uses of the open space" shall not disturb more than ½ of dedicated open space from its present condition. At the discretion of the Board, already disturbed areas may be considered as contributing towards this requirement when a reclamation plan is in place (ex. the regrading & replanting of a gravel pit).
6. Open space shall not include land set aside for the roads rights-of-way.
7. Dedicated open space may be used for sewerage disposal systems if the DRB determines that the proposed layout and grading of the systems will not inhibit the recreational use of the area.
8. Stormwater drainage systems may be allowed in the open space if the DRB determines that the proposed layout and grading of the systems will not inhibit the recreational use of the area.
9. Storage of equipment and placement of structures, except structures built for the residents of the development such as a boat launch or community building, shall not be allowed in the open space. No structures shall be allowed in the section of dedicated open space that is depicted on the subdivision plan as the prime ag area.

~~720.5 Where the subdivider submits a proposal for a §510 Planned Unit Development / Conservation Subdivision, the requirements of §4417 of the Act shall be met, in addition to the requirements of the §510 zoning regulations.~~

Section 730. Other Requirements. ~~Procedures for Subdivisions.~~

~~730.1 **Applications.** After the Sketch Plan review by the Zoning Administrator or the DRB, the subdivider shall submit an application for approval of a Final Plat according to the procedures and requirements of §750 herein.~~

A. ~~730.2~~ **Fees.** A fee for final plat approval, which is set by the legislative body, shall be submitted with the application for approval of the final subdivision plat.

B. **Attendance at Meeting.** The subdivider, or his/her duly authorized representative, shall meet with the Zoning Administrator to discuss the requirements of these Regulations, the difference between a Minor and Major subdivision and any applicable zoning bylaws, for street improvements, drainage, fire protection, and similar aspects, as well as the availability of existing services and other pertinent information.

C. **Conformance to Other Plans & Regulations**. The Zoning Administrator, or the DRB at the referral of the Zoning Administrator, shall review the Sketch Plan to determine whether or not it conforms to, or would be in conflict with any effective municipal plan; zoning bylaw; existing private and public development facilities and services, ordinances or regulations; and for any special problems that may be encountered. Findings of conformance or conflict during the Sketch Plan Approval process shall not be binding on the public bodies responsible for administration of such programs but are intended as an aid to the applicant at this stage of the process.

Section 740 PUD. Conservation Subdivision (Major Subdivision review required).

A. **Overarching Purposes**. The overarching purposes for Planned Unit Developments / Conservation Subdivisions are as follows:

1. The permanent preservation of public open space with agricultural land, forestry land, flood zones, wildlife habitat and other natural resources including aquifers, water bodies and wetlands.
2. To allow for greater flexibility and creativity in the design of subdivisions.
3. To encourage a less sprawling, more efficient, form of development that consumes less open land and conforms to existing topography and natural features better than a conventional subdivision.
4. To minimize the amount of disturbance on the site and retain natural drainage patterns.
5. To further the goals and policies of the Morrisville/Morristown Town Plan.
6. To facilitate the construction and maintenance of housing, streets, utilities and public service in a more economic and efficient manner.
7. To facilitate the construction and maintenance of public trails and associated amenities to enhance the pedestrian experience.

B. **Site Specific Purposes.** The site-specific purposes for Conservation Subdivisions are to permanently protect to the maximum extent feasible the following Natural Resources as shown on the Agency of Natural Resources Natural Resource Atlas in dedicated open space via the following list of prioritized priorities:

1. The public water supplies (Groundwater SPA).
2. The defined Floodways, & §310 Flood Hazard Areas that do not have a defined Floodway.
3. Wetlands.
4. Rare Threatened Endangered Species.
5. Significant Natural Communities.
6. Vernal Pools.
7. Deer Wintering Areas.
8. Existing forest connectivity.
9. All agricultural soil listed as Prime or as Statewide (inside SSMA only).
10. Steep slopes greater than 25%.

C. **Applicability**. Conservation Subdivisions are required for all Major subdivisions in all zones.

D. **Pre Submission Meeting**. Prior to submitting a sketch plan review or preliminary subdivision application, the applicant shall have a pre-submission meeting with the Zoning Administrator. The Applicant can request the Zoning Administrator do a site visit of the property to view the proposed development site. The Zoning Administrator can provide a printout of the Vermont Agency of Natural Resource's (ANR) Natural Resource Atlas with the following map layers turned on: Contours, Rare Threatened Endangered Species, Significant Natural Community, Deer Wintering Areas, Habitat Blocks, Vernal Pool Confirmed, Wetlands, Soils Prime

Agricultural, Groundwater SPA, Parcels, Slope. During the Sketch Plan Review meeting the following shall be determined:

1. **Natural Resource Identification.** Natural Resource Identification shall be accomplished by using the aforementioned layers of ANR's Natural Resource Atlas mapping system.
2. **Lot Calculation.** The maximum allowable number of lots in a Conservation Subdivision shall be determined by using the acreage of the subject land and dividing this resultant number by the Minimum Lot Size in the zone in which the subject land is located. This calculated number of lots shall determine the total number of reduced size house lots possible in a Conservation Subdivision. This lot number may need to be amended when a survey of the subject land is completed during the Preliminary Plat Review process.
3. **Five-Step Design Process.** The applicant shall work through the following five-step design process when laying out a Conservation Subdivision on the subject land:
   i. **Step 1.** Identify the natural resource areas.
   ii. **Step 2.** Identify the potential development areas outside of the natural resource areas.
   iii. **Step 3.** Within the potential development areas, identify potential development sites.
   iv. **Step 4.** Lay out roads, driveways and utility corridors for the proposed lots.
   v. **Step 5.** Draw in the Lot Lines.

E. **Dimensional Requirements of Conservation Subdivisions**. The applicant shall submit a formal subdivision plan that incorporates the design given genesis by the Sketch Plan Review process, as well as the following requirements:

1. **Preliminary Plat Information**: The plan detail requirements found in Section 770 of the Bylaws.
2. **Reduction of Dimensional Requirements for Conservation Subdivisions.** The following reduced dimensional requirements apply for Conservation Subdivisions when a minimum of 50% on the proposed development area is to be permanently protected as open space:
   i. The total footprint of the development may be reduced by up to 50% (i.e. ten acres of land that would normally yield 5 two-acre lots, can become a conservation subdivision with the same five lots on 5 acres with another 5 acres of open space).
   ii. Lot frontage shall not be less than 20 feet.
   iii. Setbacks shall not be less than one-half of the required setbacks specified by the zone in which the subdivision is proposed. However, side setbacks shall not be required for townhouse style Class 1 Development located in the Village.
   iv. The DRB may waive minimum side setback requirements for multi-unit developments that utilize party-walls to encourage more compact development when doing so furthers the bylaw's purposes.

v. The DRB may allow the reduction of the Minimum Lot Size to no less than one-quarter of the required lot size specified by the zone in which the subdivision is proposed if one of the following criteria can be met:

a. When 75% of the subject property is to be permanently protected as open space.
b. When the subject property is located within the village limits.
c. When Class 2 Development is proposed in the Low Density Residential Zone.

Section 750. Review and Approval of Final Plat.

~~750.1 **Application for Final Plat Approval.** Within six months after approval of the Sketch Plan, the subdivider shall file an application for approval of a Final Plat. The proposed plat should be responsive to any conditions attached to the Sketch Plan approval, and shall conform to the requirements described in §750. Failure to do so shall allow the DRB to refuse, without prejudice, to act on the Final Plat.~~

A. ~~750.2~~ **Copies for Submission.** Per 27 VSA §1403, the subdivider shall submit the proposed subdivision ~~on mylar~~survey, a ~~digit~~digital copy of the plan, all offers of cession, covenants and agreements, easements and rights-of-way to the Zoning Administrator at least 30 days prior to a regular meeting of the DRB following receipt of the application ~~under §750.1~~.

B. ~~750.4~~ **Other Permits.** The subdivider shall apply for all Federal, State, and municipal permits required of the proposed subdivision and shall submit copies of these applications to the DRB. Such applications/permits may include but are not limited to: zoning permits, highway access permits, Master Land Use Permit (Act 250 Permit), public building permits, and Agency of Natural Resources Potable Water Supply and Wastewater Permit.

C. ~~750.5~~ **Public Hearing.** The ~~Zoning Administrator for a Minor Subdivision and the~~ DRB ~~for~~reviewing a Major Subdivision shall hold at least one public hearing upon public notice according to §4464 of the Act after the official filing of the Final Plat for approval. In addition, notice of such a hearing shall be forwarded at least fifteen days prior to the hearing to the clerk of an adjacent municipality in the case of a plat located within five hundred feet of a municipal boundary. Any such hearing may be recessed to a later date, if necessary. If all the required documents are not submitted, review of the application may be removed from the DRB's schedule, and a new hearing warned. Any costs associated with the need to re-warn an application shall be at the applicant's expense.

D. ~~750.6~~ **Attendance.** The Subdivider, or his/her duly authorized representative, shall attend the public hearing regarding the plat. Failure to do so ~~attend~~ may result in postponement or dismissal of the application.

E. ~~750.7~~ **~~Action~~ Decision on Final Plat.** Within ~~forty-five~~45 days from the close of the final hearing, ~~the Zoning Administrator, for Minor Subdivisions, or~~ the DRB, ~~for Major subdivisions,~~ shall approve, approve with conditions, or disapprove the subdivision plat. Failure to act within ~~such forty-five~~45 days shall be deemed approval without conditions.

F. ~~750.9~~ **Conditioned Approvals.** The Zoning Administrator or DRB may impose reasonable conditions with any approval of an application in order to meet the requirements of these regulations. Said conditions shall include, but not be limited to phasing of the development and

scheduling of the infrastructure improvements prior to zoning permits being issued for construction. Surety, in the form of a line of credit escrow, or bond that the Town is authorized to draw upon to complete a project ~~abandoned for more than one year~~, if not completed by the applicant following written notice from the Zoning Administrator of the existence of an apparently incomplete development may be required by the Board. Said surety will typically only be required for large projects when the Board determines that it is unreasonable to expect the applicant to finance and construct all the project's infrastructure before zoning permits are issued for new buildings.

Section 760. Filing of Approved Subdivision Plat.

A. ~~760.1~~ **Filing**. Upon completion of requirements and approvals under §Section 750 above, and so noted on Subdivision Plat and properly signed by the Zoning Administrator for Minor Subdivisions and the Chair (or Acting Chair) of the DRB for Major Subdivisions, the Record Plat (18" X 24" mylar) shall be filed in the office of the Town Clerk, and a copy thereof shall be entered into the DRB's Files. Any Subdivision Plat Mylar not so filed or recorded within 180 days of the date on which such Plat is approved or considered approved ~~by reasons of failure of the DRB to act, shall become null and void. The Zoning Administrator may extend the filing deadline by up to 90 additional days if other local or state permits are still pending.~~ will result in the expiration of the subdivision approval and the applicants will have to reapply for final approval.

B. ~~760.2 **Acceptance of Streets, Recreational Areas.**~~ **Private Streets.** Approval by the DRB of a Subdivision Plat shall not be deemed to constitute or be evidence of any acceptance of any public street, easement, utilities, park, recreational area, or other open space shown on such subdivision plat. Such acceptance may only be accomplished ~~by formal resolution of the Selectboard.~~ per the standards noted the Morristown Road Policy.

~~760.23 **Compliance with Subsequent Bylaw Amendments.** Approval of the final plat shall not exempt an applicant from compliance with subsequent bylaw amendments, except in the case of lots within the plat that have been sold in separate and unaffiliated ownership or for which zoning permits have been secured for buildings and in the case where all required improvements, including streets, pedestrian ways, and utilities have been installed in accordance with the final plat approval.~~

Section 770. Plat Requirements for All Subdivisions.

A. The Plat to be recorded in the Land Records of the Town of Morristown, (per §Section 760 of these Bylaws), shall conform to Statutory requirements for recordable plats (27 V.S.A. Chapter 17 "Filing of Land Plats"), and shall include the following:

~~a.~~1. Subdivision Name or Identifying Title
~~b.~~2. Name of Subdivider, Preparer of Plat, and Owner of Record.
~~c.~~3. Seal of Licensed Land Surveyor and a bar scale
~~d.~~4. Date prepared, Site Location Map, and Bar Scale
~~e.~~5. North Arrow of defined basis (i.e. magnetic north with year, or astronomic north)
~~f.~~6. Subdivision Boundaries and Position of Monuments
~~g.~~7. Where applicable, location of existing roads, and buildings
~~h.~~8. Indication of intersecting boundaries
~~i.~~9. Total acreage of each Lot (if acreage shown is to the road centerline, the survey shall also ~~showing~~show a separate acreage ~~measuring~~measure that

excludingexcludes public Streets and any rights-of-way for roads that will be put upoffered for public acceptance).

j.10. Location of property lines, existing easements, buildings, watercourses and other essential existing physical features.

k.11. The Listers' parcel number of the land proposed to be subdivided.

l.12. Subdivision boundaries of all subdivisions immediately adjacent, including those of the proposed property/lot lines, and intersecting boundaries of contiguous properties shall be shown along with the names and addresses of the owners of record, along with the book and page of the respective deeds.

m.13. The name of the zone applicable to the area to be subdivided and any zoning district boundaries cutting acrosson the tract.property to be subdivided.

n.14. The location and size of any existing sewers, water mains, culverts, and storm drains on the property to be subdivided.

o.15. Location, names and present widths of existing and proposed streets, highways, easements, rights-of-way, building lines, parks, and other public open spaces.

16. The width and location of any streets or other public ways or places shown upon any official map, or the municipal development plan, within the area to be subdivided.

17. Typical cross sections of proposed grading and roadways, sidewalks and paths.

18. Preliminary designs of any bridges or culverts which may be required.

c.16. The location of natural features or site elements to be preserved.

t.17. For major subdivisions, the location of a water supply available for firefighting including proposed fire ponds or dry hydrants accompanied by written confirmation from Morristown Fire Department that the proposal meets local standards for access and design.

Section 795790. Lot Line Changes.

A. 795.1 The Zoning Administrator may approve lot line changes provided no new lots are being created, the proposal involves contiguous lands, and is on a joint application of both landowners.

B. 795.2 The Zoning Administrator may require a lot line change applicant to obtain a subdivision permit rather than a lot line changeapproval from the DRB if it is felt to be in the best interest for the townof the Town or Village, as the case may be.

C. 795.3 Lot line changes involving properties that lie within more than one zoning district shall require subdivision approval by the DRB.

D. 795.4 Approved lot line changes shall meet the same plat filing requirements as subdivisions in §770.

ARTICLE VIII. ~~SUBDIVISION GENERAL REQUIREMENTS & DESIGN STANDARDS~~

~~Section 800.~~ Requirements & Design Standards~~. All subdivision applications are subject to the following rules.~~ for all Subdivision Applications Rules

~~801~~

Section 800. Construction According to Approved Plat~~.~~

Site Layout All streets or other public places shown on approved Plats shall be suitably graded and/or paved, and all utilities, street lighting standards, shade trees, water mains, sanitary sewers, and storm drains shall be installed in accordance with the standards, specifications, and procedures set forth in these Regulations, and the Morristown Road Policy, ~~or~~and a performance bond ~~shall~~may be required to ~~insure~~ensure completion of such improvements.

Section 810. Subdivision Standards.

A. ~~810.1~~ **Character of the Land.** All land to be subdivided shall be, in the judgment of the Zoning Administrator or the DRB, of such a character that it can be used for building purposes without danger to public health or safety, or to the environment. Land subject to periodic flooding, poor drainage, inadequate capability to ~~withstand~~bear weight of a structure, including street, utilities, and buildings, or other hazardous conditions, shall not ~~ordinarily~~ be subdivided.

B. ~~810.2~~ **Energy Conservation.** In order to conserve energy, all subdivisions shall use the least amount of area as is reasonably practicable for roadways and the least length of sewer, water and utility lines within environmentally and economically sound limits.

C. ~~810.3~~ **Town Plan compliance.** The proposed subdivision shall conform to the Town Plan.

D. ~~810.4~~ **Preservation of Existing Features.** Due regard shall be given to the preservation and protection of existing features, including trees, scenic points from public property, streams, rock outcroppings, water bodies, other natural resources, and wildlife habitat.

Section 820. Streets.

A. ~~820.1~~ **Layout.** The streets in the subdivision shall be laid-out in a manner consistent with the topography of the site (see §820.~~1c~~A.3) and in a manner which emphasizes connectivity to the existing street network while also taking care to ~~minimizes~~minimize to the extent practicable the total surface area of the subdivision used for streets. Exceptions to the above requirement shall be granted for design techniques like clustering.

1. ~~820.1b~~ **Proposed Construction on Existing Roads.** Where the subdivision borders on an existing street, and if the Municipal Plan indicates plans for realignment or widening of the existing street that would require reservation of some land of the subdivision, the DRB shall require that an easement to be dedicated to the Town and that such areas be shown and marked on the Final Plat "Reserved for Street Realignment (or Widening) Purposes."
2. ~~820.1c~~ **Topography.** Streets shall be logically related to the topography so as to produce usable lots, reasonable grades and safe intersections in appropriate relation to the proposed use of the land to be served by such streets, and to preserve as much open space as reasonably possible.
3. ~~820.1d~~ **Future Streets.** Streets shall be arranged to provide for extension or connection of eventual street systems necessary to develop abutting land in future

subdivisions. The Zoning Administrator or DRB may require the proposed right-of-way to be extended so it aligns with or connects to an existing or adjoining property.

B. ~~820.1c~~ **Frontage on State Highways.** Applicants for subdivisions which front on state highways must receive an ~~11-11~~"1111 permit" from the Vermont Agency of Transportation for proposed access from new lots onto the state highway prior to receiving a local subdivision permit.

C. ~~820.2~~ **Frontage on town roads and private roads. Frontage on town roads and private roads.** A proposed subdivided lot that fronts on a Town Highway or an existing or proposed private road shall provide at least as much frontage as required on the Dimensional Table found in §204.5 of the Bylaws. However, the Zoning Administrator or the DRB may allow up to 2 dwelling units accessed by a private road or shared driveway provided the access is via permanent easement, right-of-way, or public waters that is at least 20 feet in width. Said width requirement for 3 or more dwelling units increases to at least 50 feet in width for those that intersect town highways, but 30 feet in width shall be allowable if proposed road will be covenanted to remain private in perpetuity and only intersect private road. A Roadway Agreement and Waiver shall be required for such private road

D. **Street Construction Standards.** All public and private streets, sidewalks, and curbing shall be constructed and/or installed in conformance to the standards established in these regulations and in the: "Morristown Road Policy" & "Morristown Sidewalk Policy." If any of the standards established in these Regulations conflict with those of the road ordinance, the standards found below in the zoning shall apply.

E. ~~820.2a~~ **Horizontal Intersection Alignment.**

~~a.~~1. Within 75 feet of the approach to an intersection, the centerlines of the intersecting streets shall be at right angles.

~~b.~~2. New road intersections shall be at least 125 feet from any existing road intersection on the same side of the road and line up with any existing intersection on the opposite side of the road or maintain at least the same minimum 125-foot buffer distance.

~~c.~~3. The centerlines of no more than two accepted rights-of-way shall intersect at any one point.

~~d.~~4. Sidewalks shall be provided per the Morristown Sidewalk Policy. Sidewalks shall be provided so new developments connect to existing sidewalks.

~~e.~~5. The DRB may waive these above requirements if it finds that enforcement would be impractical because of the character or topography of the land and that the health, safety and welfare of the public shall not be adversely affected. However, the allowable intersection angle shall not be less than 60 degrees.

F. ~~820.2b~~ **Vertical Alignment at Intersections.** The gradient within 75 feet of intersections shall not exceed 5%.

G. ~~820.3~~ **Cut and Embankment Slopes.** All slopes shall be well-rounded to form a smooth transition from the shoulder edge to the existing grades.

H. ~~820.4~~ **Dead-end Streets, and Cul-de-sacs.** Dead-end streets shall terminate in cul-de-sacs with a minimum diameter of 100 feet for the more developed areas found in the CB, COM, IND, & HDR zones where the Fire Department will likely respond with a ladder-truck. Dead-end streets, in all other less developed zones, shall terminate in cul-de-sacs with a minimum diameter of 70 feet, as the Fire Department would likely use an engine-truck to respond. The DRB may allow a 70-foot

diameter cul-de-sac in any zone if the Fire Chief does not believe the ladder-truck would be needed to respond to the proposed development. The DRB may also make an exception to these requirements for dead-end streets. Provisions shall also be made at the perimeter of all cul-de-sacs for snow removal and storage.

I. ~~820.5 **Streets.**~~**Street Names.** ~~Streets~~Street names shall be identified by ~~name~~proposed names on the preliminary plat and be approved in name by the Selectboard prior to §750 Final Plat Approval. When the Selectboard names the Street, it should act upon the Zoning Administrator's recommendation, and provide a non-binding indication to the applicant if this street will be accepted in the future as a public road (which directs the developer to design the new road to the meet either standards for a private or public road). If the Selectboard determines that said road fails to serve ~~a~~the public ~~purpose~~good, necessity, or convenience and should remain private as a result, a private road covenant or Roadway Agreement and Waiver shall be executed and recorded for said street per the Town of Morristown Road Policy. Proposed streets that are ~~obviously~~ in alignment with others already existing and named shall bear the names of existing streets. In no case shall the names for proposed streets duplicate existing names, irrespective of the suffix, be it street, avenue, road, boulevard, drive, place, highway, trail, court, or other suffix ending. The subdivider shall install a street identification sign at every intersection.

J. ~~820.6~~ **Access.**

1. ~~820.6a~~ **Building Access.** Access shall be available for emergency vehicles and handicap transportation vehicles to reach a point within 100 feet of the principal entrances to dwelling units, commercial or industrial establishments, and institutions. Every lot in a subdivision shall be served from a public road or approved private road~~.~~
2. ~~820.6b~~ **Class 4 Road Access.** If the access road to the subdivision is a Class 4 road or a private road, the DRB shall require the subdivider to improve the access road to meet the Morristown Road Policy until such time as the legislative body may reclassify or accept the road. The applicant shall enter into a Class 4 Road Agreement with the Town, which may contain different requirements.
3. ~~820.6c~~ **Existing Roads.** The DRB may require the subdivider, at its expense, to improve any existing access road where it intersects with new streets or driveways in the subdivision to facilitate traffic circulation and pedestrian and vehicular safety.

I. ~~820.7~~ **Road/Street Capacity.** All ~~road~~roads shall be adequately designed to meet estimated load carrying capacity requirements of the subdivision.

J. ~~820.8~~ **Signage.** Street, traffic control and warning signs shall be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) and all costs for making and installing the signs shall be paid by the subdivider.

Section 830. Water Supply & Wastewater Disposal.

The subdivider, for Minor Subdivisions, shall supply the Zoning Administrator, and for Major Subdivisions, shall supply the DRB with the approved State Water Supply and Wastewater Disposal ("WW") permits and/or Morrisville Water & Light ("MWL") approvals for municipal water and/or sewer service prior to receiving subdivision approval. ~~Subdivision~~Major subdivision approvals may be conditioned upon no zoning permits issuing until WW permits and/or MWL approvals for municipal water and/or sewer service are issued and recorded.

Section 835. Sidewalks and Street Lights.

Sidewalks shall be constructed and installed by the subdivider per the Morristown Sidewalk Policy or the plans for the North End Circulation Study. The Zoning Administrator or DRB may require ~~street lights~~streetlights at proposed intersections or cul-de-sacs, but with the goal of minimizing the need for streetlights wherever reasonably possible.

Section 840. Utilities in Major Subdivisions.

A. ~~840.1~~ **Easements.** The DRB may require that utilities be placed in the street right-of-way at the outside edges so as not to interfere with normal road maintenance or placed horizontally underneath the roadway. Where inclusion of utilities in the street right-of-way is impractical, perpetual, unobstructed easements at least 20 feet in width shall be provided with satisfactory access to the street. Common rights-of-way and/or easements shall be utilized by all utilities whenever ~~possible.~~allowed.

1. ~~840.1a~~ **Underground Utilities.** The DRB may require underground utilities where necessary to preserve scenic views and open spaces.
2. ~~840.1b~~ **Utility Boxes.** All utility boxes shall be installed at the edge of road right-of-way.
3. ~~840.1c~~ **Meters.** All meters shall be placed outside of the road right-of-way.
4. ~~840.2~~ **Provisions for Utilities.** All subdivisions shall make adequate provisions for water supply for firefighting ~~(see 840.8),~~ stormwater management, electric power, and other required utilities and improvements ~~(see also §840.7 & and 840.8).~~.

B. ~~840.3~~ **Extension of Municipal Utilities.** The DRB may require the extension of public water and sewer to and within a proposed subdivision, at the expense of the subdivider, when existing lines are within the distance that Sewer Ordinance requires connection.

C. ~~840.4~~ **Connections to Public Utilities.** Laterals from all utilities shall be installed to the street property line of each building lot. Any buildings constructed in the subdivision shall have connections installed and extended inside of the building.

D. ~~840.5~~ **Depth of Utility Mains.** Water and sewer mains must be laid below the depth of frost penetration of the area. Sewer lines shall be set lower than water mains.

E. ~~840.7~~ **Electric for Major Subdivisions.** The subdivider shall coordinate the subdivision's design with the utility companies and provide written proof of their ability to serve the subdivision. Common rights-of-way shall be utilized whenever possible, and the distribution systems shall be installed underground.

F. ~~840.8~~ **Fire Protection Facilities for Major Subdivisions.** Major Subdivisions that are connected to the Morrisville Water & Light water system, shall supply fire hydrants per its "Material Specification Sheet for New Water Connections" at each new road intersection, and at the terminus of each new road. To ensure adequate fire protection in areas not connected to the Morrisville Water & Light water system, the applicant shall supply a dry hydrant in an existing water source, ~~that~~which is located within a half mile drive of the subdivision road, which provides at least 100,000 gallons of water. hydrants accompanied by written confirmation from Morrisville Fire Department that the proposal meets local standards for access and design.

G. If no such source exists, the developer shall provide a fire pond within the subdivision that is equipped with a dry hydrant that provides the same 100,000 gallon minimum of water for

firefighting. Morrisville Fire shall supply the head for the dry hydrants regardless of the water source.

Section 850. Drainage Improvements, Wetlands and Exemptions for Major Subdivisions.

A. ~~850.1~~ **Surface Drainage.** An adequate surface storm water drainage system for Major Subdivisions area shall be provided. The subdivider may be required by the DRB to carry away by pipe or open ditch any spring or surface water that may exist either previous to or as a result of the subdivision.

1. ~~850.1a~~ **Peak Discharge.** The DRB may require there be no net increase in the peak discharge of storm water that leaves the project area and the applicant to show where the storm water will go.
2. ~~850.1b~~ **Vicinity Land Drainage.** The DRB may require the subdivider to provide any improvements to drainage systems serving nearby land where that land is affected by runoff storm or surface water from ~~the development.~~subdivision
3. ~~850.1c~~ **State Permits.** The Subdivider shall obtain State storm water discharge permits if required by State law or regulation. Projects receiving state permits for wetlands or stormwater, or both, are exempt from review of those elements under this Bylaw when in compliance with all other local ordinances, bylaws and policies.

Section 860. Site Preservation and Improvements for Major Subdivisions.

A. ~~860.1~~ **Erosion Control.** The subdivider shall present an "Erosion Control Plan" for approval by the DRB. The plan shall establish procedures to be followed that will minimize erosion during and after construction.

B. ~~860.2~~ **Soil Management.** All excavations, grading, measures for erosion and/or sediment control shall be performed in accordance with *The Low Risk Site Handbook for Erosion Prevention and Sediment Control*, ~~August, 2006~~June 2025 (as revised and/or updated from time to time). Without limiting the above preceding requirements, due consideration shall be given to the following requirements. The DRB may require the subdivider to submit evidence of boring and/or other soil investigation to determine the depth of composition and stability of the subgrade within the road section. Materials for embankment shall be placed in successive horizontal layers not exceeding six inches in depth and be thoroughly compacted. The DRB may require embankments to be planted with stabilizing ~~shrub~~shrubs or ground cover and seeded with a deep root perennial grass to prevent erosion.

C. ~~860.3~~ **Screening and Landscaping.** The DRB may require the planting or preservation of trees or other vegetation to provide visual screening of development or to otherwise soften and/or lessen the impact of development on natural features and scenic vistas. Street trees along public or private roadways may also be required in order to establish a canopy effect where the Board deems it appropriate. Stripped topsoil shall not be removed from the subdivision area unless specifically approved by the ~~Board.~~DRB.

Section 870. Subdivision Organizations and Restrictions in Major Subdivisions.

~~870.1~~ **Community Agreements.** When a development involves common ownership of community facilities, open spaces, or other commonly held property, a homeowners' association may be required by the DRB to operate and maintain these facilities. A prospectus shall be submitted by the subdivider describing this organization, its financing and membership, which must

meet the requirements of the DRB. ~~Final approval will~~ recording final plat mylar shall be contingent on the legal review with escrowed funds to ensure conformance with the DRB's ~~receipt~~approval of ~~final drafts of~~legal documents (such as ~~Home Owners~~Homeowners Association Bylaws, or Covenants) to be executed that will form such organization.

~~ARTICLE IX. DEFINITIONS~~

Section 900. State Definitions.

The definitions under §4303 of the Act shall apply to these Bylaws~~,~~ and shall supplement those defined herein.

Section 910. Other Definitions.

The following definitions shall also apply to these Bylaws.

Certain means of reference and words used herein shall be defined as listed below: Unless the content clearly indicates contrary, words listed in the singular include the plural and those in the plural include the singular. The word "person" includes a corporation, unincorporated association, partnership, as well as an individual. The word "building" includes structures and shall be construed as if followed by the phrase "or part thereof." The word "may" is permissive, the words, "shall" and "will" are mandatory.

The Act - refers to Title 24, Chapter 117 of the Vermont Statutes.

Accessory ~~Apartment - An apartment located within an owner-occupied single-family dwelling, or within an accessory building on the same property,~~Dwelling Unit – A distinct unit that is ~~dimensionally~~clearly subordinate to a single-family dwelling~~,~~ and has facilities and provisions for independent living, including sleeping, food preparation, and sanitation. ~~See §423.4~~

Accessory Retail and Food Use - Activities such as gift shops, cafeterias, fitness rooms, and snack shops that are conducted within a principal Structure, occupying no more than 25% thereof, primarily containing a non-retail use and that serve the primary non-retail use. There shall be no external evidence of retail activity discernible from the outside of the Structure. Access to the retail activity shall only be from within the principal Structure.

Accessory On-Farm Business (AOFB) – Means activity on a farm, the revenues of which may exceed the revenues of the farming operation, and comprises one or both of the following

1. The storage, preparation, processing, and sale of qualifying products, provided that the qualifying products are produced on a farm; the sale of products that name, describe, or promote the farm or accessory on-farm business, including merchandise or apparel that features the farm or accessory on-farm business; or the sale of bread or baked goods.
2. Educational, recreational, or social events that feature agricultural practices or qualifying products, or both. Such events may include tours of the farm, farm stays, tastings and meals featuring qualifying products, and classes or exhibits in the preparation, processing, or harvesting of qualifying products. As used in this subdivision (II), "farm stay" means a paid, overnight guest accommodation on a farm for the purpose of participating in educational, recreational, or social activities on the farm that feature agricultural practices or qualifying products, or both. A farm stay includes the option for guests to participate in such activities.

Accessory Use ~~- A use or Structure~~or Structures - Are uses or structures on the same lot ~~with, and of a nature~~ that are customarily incidental and subordinate to the principal use or Structure on a lot, which are allowed only if the accessory use is designated on the Use Table in Section 204.5a as being a permitted use in the underlying zoning district. Uses that are designated as a conditional use in the underlying zoning district as noted in Section 204.E of the

bylaws cannot be an accessory use authorized by the Zoning Administrator, and instead will only be authorized if it undergoes review as a conditional use by the DRB.

Administrative Officer - The person appointed per 24 VSA §4448; aka "the Zoning Administrator."

Awning – A retractable or permanent structure of flexible material (plastic, canvas, etc.) on a frame attached to the facade of a building and projecting therefrom ~~as a~~that can provide protection against sun or rain.

Bar - A business or part of a Structure used primarily for the retail sale or dispensing of alcoholic beverages for on-premise consumption, or the part of a building, structure, or premise of a private club, association or organization that dispenses alcoholic beverage for on-premise consumption.

Base Flood – A flood having a 1% chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) - The elevation of the water surface ~~elevation~~ resulting from the Base Flood.

Basement - Any area of the Building, including a crawl space, having its floor below grade on all sides.

Bedroom - a room with one or two beds in it being used for sleeping purposes.

Brewery: A facility for the production and packaging of beer, vinous, distilled or fermented alcohol products for distribution, retail, or wholesale, on or off-premise. A majority of a Brewery's on-premise alcohol sales (retail, tastings, etc.) shall be brewed or distilled on-site.

Building – See definition of Structure.

Building Front Line - Line parallel to the front lot line transecting that point in the Building face which is closest to the front lot line. This face includes decks and porches whether enclosed or not, but does not include steps or ramps.

Building Height - Vertical distance measured from the average elevation of the Building's finished grade to the midpoint of its roofline, or, in the case of a flat roof, to its highest point. ~~Building Height above the maximum height specified in each zone shall require Conditional Use review~~Building Height or structure height above 40 feet that is intended to be occupied may only be permitted in compliance with the Vermont Fire and Building Safety Code or upon prior written confirmation from the Fire Chief that the Town's existing fire-fighting apparatus will be able to fully access at least two sides of the building or structure.

Bulk Storage of Fuels - The storage of 1,000 gallons or more of liquid or gaseous fuels for distribution. Such fuels include fuel oil, and pressurized ~~gasses~~gases such as propane and compressed natural gas.

Business Services - Establishments providing primarily services to individuals, institutions, farms, industries, or other businesses (ex. including bank, distributors, real estate agency, barbershop, beauty parlor, laundry, photographic studio, and wholesalers). Business Services is also inclusive of the assemblage of parts to manufacture hardware or consumer products.

Class 1 Development - Any use in which all necessary water supplies AND sewage disposal is provided by municipal off-lot water and sewage systems.

Class 2 Development - Any use in which either the necessary water supply OR the necessary sewage disposal is provided for on the same lot as the building(s) for which these utilities are provided; and the other utility is provided by an off-lot system.

Class 3 Development - Any use in which the necessary water supply and the necessary sewage disposal is provided for on the same lot as the building(s) for which these utilities are provided.

~~**Clubs, Private** - Building, facilities, or uses catering exclusively to club members and their guests for recreational purposes and not operated primarily for profit.~~

Commercial Use - This use shall include light industry and all operations and processes for businesses, ~~whether~~provided they be located in stores, warehouses, offices, or similar Structures. This use shall not include the Gas Station, Motor Vehicle Sales and Repair, or Sexually Oriented Business uses.

Community Facility - Any meeting hall, place of assembly, government office, government facility, museum, art gallery, library, school, or other similar establishment not operated primarily for profit.

Compensatory Storage – A volume not previously used for flood storage that is incrementally equal to the theoretical volume of flood water at each elevation, up to and including the base flood elevation, which would be ~~displace~~displaced by the proposed project. Said compensatory volume have an unrestricted hydrological connection to the same waterbody.

Conditional Use - A use that may be ~~permitted~~approved by the Development Review Board after public notice and hearing to determine whether the proposal conforms to standards set forth in §630 of the Bylaw.

Cottage Court Development – A group of small (up to 2.0 story) detached residential dwellings arranged around a shared courtyard that is visible from the street. The shared court is a required community-enhancing element, and unit entrances shall face the shared courtyard, which replaces the function of a backyard (see §206.3).

Day Care Facility - A conditionally allowed State licensed or State registered Family ~~Child Care~~Childcare Facility caring for more than six full-time children and/or caring for a maximum of six full-time children and more than four part-time children.

Development - The division of a parcel into two or more parcels, the alteration of existing property lines, the creation of a new driveway access onto a public road, the erection, enlargement, relocation, or change in use of any structure, or only within a Special Flood Hazard Area any human-made changes to improved or unimproved real estate, including buildings or other structures, mining, dredging, ~~filing~~filling, grading, paving, excavation or drilling operations, or storage of equipment and materials.

Development Review Board -The Morristown/Morrisville Joint Development Review Board created per 24 VSA §4461.

Directory Board Sign - An additional Sign allowance for any business location for which a Sign thereon would not be clearly legible from the Street.

Drive-Through - An establishment which by design, physical facilities, service, or by packaging procedures encourages or permits customers to receive services, beverages, food, goods, or be entertained while remaining in their vehicles. Drive-Through uses may be the principal or accessory use on a lot.

Dwelling ~~Unit, Single-Family~~ ~~- A detached~~ **(1 or 2 Units)** - A residential ~~Building to be used solely as a seasonal or year-round home for one family~~building that ~~may~~has 1 or ~~may not have an Accessory Apartment~~2 dwelling units in the same building, or 2 Single-Family dwellings located on the ~~premises~~same lot, and neither unit is an accessory dwelling unit.

Dwelling ~~Unit, Two-Family~~ ~~-~~ **(3 or 4 Units)** – A ~~detached~~ residential ~~Building designed for or occupied as a home by 2 families living independently of each other or 2 Single-Family~~ building that has 3 or 4 dwelling units in the same building.

Dwelling (5 or more Units ~~located on~~**)** – A residential building that has 5 or more dwelling units in the same ~~lot~~building.

~~**Dwelling Unit, Multi-Family** - A detached residential Building designed for or occupied as a home by more than two families living independently of each other or the combination of more than two residential uses in multiple Buildings on the same lot.~~

Easement - The authorization of a property owner for the use by another, and for a specified purpose, of any designated part of his or her property, conveyance suitable for record in the Town's land records.

Elevation - For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified.

Family - Other than a Group Home per 24 VSA §4412~~-1g,~~(1)(g), a Family shall be defined as a "functional family unit" (regardless of household size) living together for 30 consecutive days or more where all common spaces, appliances, food preparation and costs are shared~~, or a group of not more than four unrelated persons living together for 30 consecutive days or more where all common spaces, appliances, food preparation or costs are NOT shared.~~.

Family ~~Child Care~~Childcare Facility - A State licensed or State registered family ~~child care~~childcare facility caring for less than six full-time children, which shall be permitted as a Dwelling Unit, Single-Family use of the property. A State licensed or State registered family child care facility caring for up to four part-time children, in addition to a maximum of six full-time children, is also a Family Child Care Facility that shall be permitted as a Dwelling Unit, Single-Family use, but that this expanded use shall require §500 Site Development Plan Approval by the Development Review Board.

Farm- Means a parcel or parcels owned, leased, or managed by a person, devoted primarily to farming, and subject to the Required Agricultural Practices (RAP) rules. For leased lands to be part of a farm, the lessee must exercise control over the lands to the extent they would be considered as part of the lessee's own farm. Indicators of such control include whether the lessee makes day-to-day decisions concerning the cultivation or other farming-related use of the leased lands and whether the lessee manages the land for farming during the lease period.

Farm structure- means a building, enclosure, or fence for housing livestock, raising horticultural or agronomic plants, or carrying out other practices associated with accepted agricultural or farming practices, but excludes a dwelling for human habitation.

Fence - Any combination of commonly used man-made materials erected to enclose, screen or separate areas of land. Fences may be constructed of wood or vinyl in an open style (e.g. picket or split-rail) or a closed style (including stockade fences, natural stone walls, or masonry walls.

Final Subdivision Plat - The final drawings on which the subdivider's plan of subdivision is presented to the DRB for approval and which, if approved, recorded on 18" X 24" Mylar with the Town or Village Clerk.

Firewood Processing – The processing of less than 100 cords (or board foot equivalent) per calendar year ~~of~~ firewood from off-site logs for commercial purposes by 3 or fewer employees~~. Said~~ is considered small-scale commercial processing, ~~including~~ and includes but is not limited to the delivery of logs ~~and~~, other wood processing~~, including but not limited to~~ mulch grinding, pellet and fencepost making, but shall be limited to the hours of 7am to 5pm Monday through Friday, 9am to 2pm on Saturdays, and no Sundays or holidays. Processing of 100 or more cords (or board foot equivalent) of wood per year is large scale processing and shall only be allowed in the Industrial Zone.

Flood Insurance Rate Map (FIRM) - An official map of the community on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study - An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved ~~for~~ to discharge the base flood without cumulatively increasing the water surface elevation more than 1 foot.

Frontage - Frontage of a lot is its boundary abutting a Street or vehicular right-of-way.

Garage, Lawn, or Porch Sale - Temporary sale of personal property belonging to household residents conducted by those residents from a lawn, porch, or accessory Building adjoining a dwelling. (See §487)

Gas Station - Any area of land, including Structures thereon, used or designed to be used for the supply of gasoline, oil, or other fuel for the propulsion of motor vehicles and which may include facilities used or designed to be used for polishing, greasing, washing, spraying, or otherwise cleaning or servicing such motor vehicles.

Group Home (per 24 VSA 4412.1G) – See §423.1g for Residential Care of Group Home.

Ground Water Source Protection Area (SPA) - An area designated by the State of Vermont, Agency of Natural Resources as a public drinking water source and recharge zone~~,~~ and given special protection in §300 of these Bylaws.

Health Care Facility – A facility whose purpose is to provide on-site medical treatment for humans, including but not limited to hospitals, clinics, nursing homes, convalescent homes, and multi-unit assisted-living facilities.

Hotel, Inn or Motel: A Structure or combination of structures on the same lot with the capacity to rent on a short-term ~~rentals~~basis less than 30 consecutive days to 17 or more transient persons in 9 or more bedrooms. Hotels shall be approved by the Division of Fire Safety and have a valid waste-water permit. The Occupancy per Bedroom definition is not applicable for this use.

Home Occupation - An accessory ~~business~~occupation conducted within a minor portion of a dwelling by the residents thereof so that the floor area dedicated to the ~~business~~occupation is less than 25% of the total floor area of the dwelling unit.

Home Business - A commercial use housed in the principal dwelling, an accessory Building, or on property owned by the business owner ~~for~~that is principally used as their primary residence. A Home Business is an accessory use that is clearly incidental and secondary to the residential use of the property. All Home Businesses under this definition shall conform to requirements specified in §415 of the Bylaws. (Gas Station, Motor Vehicle Sales and Repair, and Firewood Processing are not eligible uses for a Home Business permit~~.~~)

~~**Legislative Body** - The Selectboard of the Town of Morristown.~~

Lot - A parcel of land under common ownership and not divided by any state or town highway that is of at least sufficient size to meet the minimum lot size of ~~this document.~~the applicable zoning district. If one or more lots are pre-existing small lots, it shall not be considered merged if it can ~~meets~~meet the criteria under §421 of these bylaws. Pre-existing small lots that cannot meet the criteria under §421 of these bylaws shall be deemed merged.

Lot Size - Acreage or square footage of a lot. Calculation of lot size to determine that it meets the minimum size for the district where located shall not include the road right of way of any public Street.

Lot of record - A lot which is part of a subdivision recorded in the office of the Town/Village Clerk, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lowest floor - [as used in the Flood Hazard Area regulations in §320 of these Bylaws] -Bottom floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, useable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a Building's lowest floor; provided that such enclosure is not built so as to render the Structure in violation of the applicable non-elevation design requirements (see 44 CFR §60.3).

Manufactured Home - A Structure, transportable in one or more sections, built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.

Mean sea level - For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, (NAVD 88), to which base flood elevations shown on the community's FIRM Maps are referenced.

Mobile Home - [Except as used in Flood Hazard §320, of these Bylaws] A Structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.

Motor Vehicle Sales and Repair – An enclosed establishment for the display, sale, services and repair of new and used motor vehicles and boats. For fuel dispensing, see the Gas Station use.

Municipality - Town of Morristown and Village of Morrisville, Lamoille County, Vermont.

New Construction – Any structure for which the start date of construction commenced after the effective date of this Bylaw, including any subsequent improvements to said structures.

Nonconformity - A nonconforming use, Structure, lot, or parcel.

Non-Conforming Lots or Parcels - Lots or parcels that do not conform to the present bylaws covering dimensional requirements but were in conformance with all applicable bylaws and regulations prior to the enactment of the present bylaws, including a lot or parcel improperly authorized as a result of error by the Zoning Administrator.

Non-Conforming Use - A use of land that does not conform to the present bylaws but was in conformance with all applicable laws, ordinances, and regulations prior to the enactment of the present bylaws, including a use improperly authorized as a result of error by the Zoning Administrator.

Non-Conforming Structure - A Structure or part of a Structure that does not conform to the present bylaws but was in conformance with all bylaws prior to the enactment of the present bylaws, including a Structure improperly authorized as a result of error by the Zoning Administrator.

~~**Nuisance** - Any activity or condition which is noxious; excessively noisy; resultant in excessive vibrations; or resultant in discernible fumes, vapors, or gravitationally precipitated wastes (airborne or waterborne) on or over any other premises.~~

Occupancy per Bedroom - Occupancy is limited to 2 people per bedroom (with children less than 5 years old not counted towards occupancy). ~~The Zoning Administrator, per published HUD guidelines, may allow additional people per bedroom when there are unusually large bedrooms and or living spaces.~~

~~**Official Map** - The map authorized under 24 VSA 4421~~

Owner - Any person, firm, partnership, association, joint venture, corporation or other entity or combination of entities who alone, jointly or severally with others, hold(s) legal or equitable title to any real property.

Owner-Occupied - Where owner occupancy is required by the Bylaws, Owner Occupied shall mean occupancy of the premises by the property owner, where the subject property is the owner's primary Vermont residence.

~~**Parking Space Off-Street** - For the purposes of this bylaw, an off-street parking space shall consist of a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a Street and maneuvering room. Required off-street parking areas for 3 or more automobiles shall have individual spaces marked, and shall be so designed, maintained, and regulated that no parking or maneuvering incidental to parking shall be on any public street so that any automobile may be parked and un-parked without moving another. For purposes of rough computation, an off-street parking space and necessary access and maneuvering room may be estimated to be 300 ft2, but off-street parking requirements will be considered to be met only when actual spaces~~

~~meeting the requirements above are provided and maintained, in a manner appropriate to the circumstances of the case, and in accordance with all bylaws and regulations of the municipality.~~

Parking Space Off-Street -
An 18 foot long by 9 foot wide parking space marked, designed, and maintained to provide vehicular access to a public street or private road, and regulated so no maneuvering takes place on any public street or sidewalk (other than on-street parallel parking). No parking space shall require a vehicle to be parked and unparked to move another vehicle.

Parking Facility - A Building or Structure that consists of more than one level used for parking ~~of~~ cars.

Permitted Use - A use that is specifically allowed in the district for which it is proposed. After determining that an application conforms to district regulations established by this Bylaw, the Zoning Administrator may issue a permit without public hearing or notice.

Planning Commission (a/k/a Municipal Planning Commission) - The Morristown-Morrisville Joint Municipal Planning Commission established in accordance with 24 VSA, Chapter 117, §4321 & §4327.

Plat - A map or representation on paper, or mylar of a piece of land subdivided into lots and streets, drawn to scale.

Prime Ag Soils – Land designated on the Vermont Agency of Natural Resources "Natural Resource Atlas" website as "Prime" or "Statewide." Any other designated agricultural land on said website, such as "Prime (b), Statewide (a) or Local, shall not be considered Prime.

Primitive Camp – A dwelling unit allowed in all zones, whose occupancy, per the Vermont Wastewater System and Portable Water Supply Rules, shall not exceed 3 people, and whose use shall not exceed 3 consecutive weeks per calendar year, nor exceed a total of 60 days per calendar year, that has no interior plumbing except for one sink with water. Primitive camps may contain a composting or incinerating toilet that does not yield a liquid provided its contents are disposed of in compliance with said VT Rules.

Private Clubs - Building, facilities, or uses catering exclusively to club members and their guests for recreational purposes and not operated primarily for profit.

Professional Office - Rooms used for conducting the affairs of a business, profession, service, industry generally furnished with desks, tables, files and communication equipment.

Public Entrance – An exterior door that provides public access to an interior common area or hallway with 2 or more private doorways to residential apartments, commercial units, or communal storage space.

Public Water System - Any water system owned by the same person that supplies water for public, domestic, commercial or industrial use to ten or more households by pipe connection or by containers.

Reasonable Modification - A structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable Modifications include structural changes to interiors and exteriors of dwellings and common and public area uses. Any request for

Reasonable Modification shall be reasonable and demonstrate an identifiable relationship between the requested modification and the disability.

Recreation Facility - Includes bowling alley, theater, pool hall, skating rink, gymnasium, swimming pool, hobby workshop, golf course, golf driving range, shooting/archery range, tennis court, riding stable, park, beach, recreation stadium, ski trails, and other places of outdoor public or commercial recreation.

Recovery Residence - Means a shared living residence supporting persons recovering from a substance use disorder that:

1. Provides tenants with peer support and assistance accessing support services and community resources available to persons recovering from substance use disorders.
2. Is certified by an organization approved by the Department of Health and that is either a Vermont affiliate of the National Alliance for Recovery Residences or another approved organization or is pending such certification.

Recreational Vehicle – A vehicle built on a single chassis, 400 ft2 or less in size (measured at the largest horizontal position), designed to be self-propelled or permanently towable by a light duty truck, and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreation or seasonal use. This use includes "campers."

Required Agricultural Practices (RAPs)- The criteria used by the Vermont Agency of Agriculture Food and Markets to make a farm determination.

Residential Use - Dwelling Unit, Single-Family; Dwelling Unit; Two-Family; Dwelling Unit; Multi-Family; group homes serving no more than eight qualifying persons.

Retail Sales of Goods & Services - Any enclosed business concerned primarily with the sale of produce, products, goods, equipment, or commodities. This shall exclude any drive-up service, free-standing retail stand, gas station, motor vehicle repair service, new and used car sales and service, trailer and mobile home sales and service.

Restaurant - An establishment where food and drink ~~is~~are available to the general public. Alcoholic beverages may or may not be served, but shall only be incidental to the serving of food. Restaurant use does not include uses for Drive-In Restaurant or Refreshment Stand and Bar.

Road - see "Street."

Sale of Goods Produced On-Site - Direct sale to consumers of goods produced or manufactured on-site or assembled on-site from un-worked materials. Examples of un-worked materials include sheet metal, glass, lumber, etc., upon which a craft is applied on-site. Retail sale of accessory items not produced on-site is also allowed, provided that no more than 25% of retail floor/display space is devoted to these accessory items.

~~**Shelter** – A facility whose primary purpose is to provide temporary or transitional shelter for a guest whose stay shall not exceed 30 total days in a calendar year. A Shelter shall be staffed 24 hours a day and serve no more than 8 adult guests at any one time who may or may not have a disability as defined in 9 VSA §4501. A Shelter is not a detox center and guests of a Shelter shall not be under the influence of drugs or alcohol at any time while they reside at said shelter.~~

~~**Short-Term Rentals** - A Structure or combination of structures on the same lot that is required to be Owner Occupied, renting Bedrooms to persons for a period of fewer than 30 consecutive days. Short-Term Rentals containing 8 or fewer Bedrooms (maximum occupancy 16 people), must be approved by the Division of Fire Safety, and have a valid State waste-water permit. Short-Term Rentals with 4 Bedrooms or fewer (maximum occupancy 8 people) is exempt from the above local permit requirements, but not the Owner-Occupied provision. The Short-Term Rentals use is not a Hotel, Inn or Motel use, with said use regulating 9 or more bedrooms for 17 or more people.~~

Setback - The distance from the footprint of a Structure to any lot line including the Street centerline. For purposes of this section a structure shall not include: (1) eaves, sills, pilasters, gutters, cornices, chimneys, and roof overhangs; (2) the footprint of stairs to first floor of a Structure; (3) ramps or other Reasonable Modifications under the Americans with Disabilities Act (ADA), Fair Housing Act; (4) Fences, (5) Signs, (6) at-grade stone or paver patios, (7) publicly accessible pedestrian walkways, boardwalks and items normally found accessory thereto, (8) front porches provided they are not enclosed ~~that are~~ and open to the elements in all 4 seasons, (9) paved parking lots, ~~and~~ (10) driveways and streets~~.~~, and (11) fire or dry hydrants. Notwithstanding the setback distances stated in §204.5(b), at no point shall a Structure be located less than 3 feet from the outside edge of a Town maintained sidewalk.

Served by municipal sewer and water infrastructure – Per 24 VSA §4303(42), the portions of Morrisville & Morristown served with both water and sewer services by Morrisville Water & Light, or properties within 500 feet of an existing sewer line that are zoned for Class 1 Development (required hook-on), all as described as being inside the "Sewer Service Management Area" (SSMA) per §1120 of these Bylaws.

Shelter **or Emergency Shelter –** A Shelter or Emergency Shelter shall be subject to limited review per 24 VSA §4413 and is defined in 24 VSA 4303(40).

Sexually Oriented Businesses - an inclusive term that describes the following businesses: a sexually orientated cabaret, a sexually oriented cinema, a sexually oriented store that sells sexually oriented materials such as, but not limited to, videos, images, and toys. Said definition shall not prohibit the sale of lingerie or a lingerie store.

Shoreline - The bank or edge of a watercourse, as used to determine the shoreline setback requirement. For the purpose of these bylaws, the following watercourses are covered by this definition: Lamoille River, Lake Lamoille, named brooks identified on the Town of Morristown Property Maps (Jacob Brook, Mud Brook, Beaver Meadow Brook, Sterling Brook, Kenfield Brook, Ryder Brook, Lawrence Brook, and Bedell Brook~~)~~.

Short-Term Rentals - A Structure or combination of structures on the same lot that is required to be Owner Occupied, renting Bedrooms to persons for a period of more than 14 days in a year or fewer than 30 consecutive days.

Sign - Any device, structure, building or part thereof, designed or used to bring a subject to the public's attention, including logos, other outdoor advertising displayed on walls, canopies, or exterior windows.

Sketch Plan - A sketch of the proposed subdivision showing information specified in §720~~-720.4b~~.

Solar Energy System - A complete design or assembly consisting of a solar energy collector, an energy storage facility, where used, and components for the distribution of transformed energy, to the extent they cannot be used jointly

with a conventional energy system. Passive solar energy systems, which use natural or architectural components to collect and store solar energy without using external mechanical power, are included in this definition.

Special Industry - Extraction or processing of earth resources such as rock, stone, sand, gravel, and minerals. These operations are generally incompatible with other uses and require large land areas. The Special Industry use, specifically per §485 of the Bylaws, is only allowed east of Garfield Road between the river (south) and the town line (north).

Special Flood Hazard Area (SFHA). The land within the floodplain within Morristown and Morrisville subject to a one percent or greater chance of flooding in any given year shown as Zones A & AE on the FIRMs. For purposes of this bylaw, the term "area of special flood hazard" is synonymous in meaning with Special Flood Hazard Area.

Start of Construction. Start of Construction determines the effective map or bylaw that ~~regulated~~regulates Development, including substantial improvement, in the special flood hazard area. The Start of Construction for Development shall be the date the zoning permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing, piers, or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storage Trailer - Per §488, a trailer having one or more axles, whether intact or removed, with a hitch to be pulled by a motor vehicle, and designed as a permanent enclosure, not completely removable, with doors or hatches to gain entry. This use includes "sea boxes~~"~~."

Street - Any public or private way which provides, or is reserved for, the principal vehicular access to 3 or more properties.

Structure - A walled and roofed building, including a manufactured home, a gas or liquid storage tank, a ground-mounted utility enclosure taller than three feet, signs, walls, or fence, except a wall or fence on an operating farm.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided into two or more lots, parcels, sites, units, plots, or interests for the purpose of offer, sale, lease, or development. The term includes amended subdivisions and re-subdivisions and the development of a parcel of land as a conservation subdivision.

Subdivider - Any person, firm, corporation, partnership or association who owns or controls for the purpose of sale or development any subdivision or part thereof as defined herein.

Substantial Damage – The damage of any origin sustained by a structure where the cost of restoring the structure to its pre-damaged conditions equals or exceeds 50% of the listed or market value of the structure before the damage occurred.

Substantial Improvement – Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure after the adoption date of this bylaw, the cost of which equals or exceeds 50% of the Town's listed or appraised market value of the structure before the Start of Construction of the improvement. This term includes structures which have incurred Substantial Damage, regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety codes which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

Temporary Structure- A walled and roofed building, signs, walls, or fence, except a wall or fence on an operating farm that is intended to be located on a property for no more than 180 days in any calendar year.

Town Clerk - The Town Clerk of the Town of Morristown and/or the Village of Morrisville.

Town Highways:
Class 1 - Town highways designated by the Transportation Board which are parts of a State Highway route, and which carry a State Highway route number.
Class 2 - Town highways designated by the legislative body of the municipality with the approval of the Transportation Board for securing trunk lines of improved highways from town to town and to places which by their nature have more than normal amounts of traffic.
Class 3 - All other traveled town highways, other than Class 1, or Class 2, designated by the legislative body of the Municipality~~, after conference with a member of the Transportation Board~~.
Class 4 - All other town highways, including legal trails and pent roads, other than Class 1, 2 and 3 highways, designated by the legislative body of the Municipality.

Town Highway Notation - For clarification of definitions of Town Highways (Class 1, 2, 3 & 4) reference is hereby made to 19 V.S.A. §17 as now in force, or as may be from time to time amended. Where conflicts or confusion ~~arises~~arise between the referenced standards and the above definitions, the referenced standards shall apply.

Violation - The failure of a structure or other development to be fully compliant with this bylaw. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 C.F.R. § 60.3 is presumed to be in violation until such time as that documentation is provided.

Warehouse and Storage Facility - Within business zones, this use includes warehouses, contractor's yards, storage yards, mini storage facilities, and other similar Structures. Where this use is allowed in residential zones, it is inclusive only of seasonal storage or cars, boats, snowmobiles, etc., inside existing barns. Warehouses and mini storage facilities shall not be allowed as part of this use in residential zones.

Waterbody - Means all watercourses such as brooks, streams and rivers; also includes ponds, lakes and wetlands. Is intended to apply to both natural and man-made situations and includes seasonal flows as well as year~~-~~round flows.

Wetland - Shall mean those areas of the state that are inundated by surface or ground water with a frequency sufficient to support significant vegetation or aquatic life that depend on saturated or seasonally saturated soil conditions for growth and reproduction. Such areas include but are not limited to marshes, swamps, sloughs, potholes, fens, river and lake ~~over flows~~overflows, mud flats, bogs and ponds, excluding such ~~area~~areas that grow food or crops in connection with farming activities.

Zoning Administrator - The person appointed per §4448 of the Act; also referred to as "Administrative Officer."

ARTICLE X. ZONE BOUNDARIES

Section 1000. Central Business (CB). The purpose of this zone is to allow for retail commercial uses, businesses, and very high-density residential uses in a vibrant downtown that serves the community and the region.

1001. CB #1 (Downtown).

Traveling in a clockwise direction, from a point beginning at the intersection of the Truck Route and the Lamoille Valley Rail Trail (referred to hereafter as the LVRT), on the west to the Lamoille River on the east. Traveling against the current of the Lamoille River on the west to an intersection with a line projecting due north from the northernmost point of the Riverview Cemetery, Parcel 21193. Then turning south from said point in the river, crossing Park St, and arriving at the base of the Soldiers' Monument. Then traveling from the Soldiers' Monument to the southeast corner of parcel 21009 (10 Summer St). Then turning west from said corner to southwest corner of parcel 21009, and then turning south along the eastern lot line of Parcel 21010 a point 200 feet south of Upper Main St. The turning west from said point, forming a line parallel with Upper Main St. Then west along this line parallel and 200 feet south of Upper Main St to Congress St. Then continuing west from Congress St on the same line to East High St and then turning north to the intersection of East High St and Main St and then west along Feline Loop to its intersection with B Street. Then from said intersection of Feline Loop and B Street, traveling northwest on B Street, over the Bridge to the Lamoille River. Then running with the current of the Lamoille River to the intersection of the Truck Route Bridge. Then turning north up the Truck Route to the intersection with the LVRT at the point of beginning, but fully including Parcels 21065, & 21069.

Section 1010. Commercial (COM). The purpose of this zone is to provide for mixed uses and space for businesses serving the community and the region. Good highway access and close proximity to the village characterize the area.

1011. COM #1 (Uptown).

From a point beginning at the northernmost corner of Parcel 08-16708167 (which is approximately 800 feet west of the intersection of VT Route 15 W. and Needle Eye Rd) and traveling in a clockwise direction. A line projecting southeast from the point of beginning to the intersection of Langdell Rd and Center Rd. Then a line projecting southeasterly to the easternmost portion of the Town right-of-way on Lanphear Rd. From said end of Lanphear Rd, a line projecting due south to VT Rte. 15 E. Then turning westbound on VT Rte. 15 E to Munson Ave, but including Parcel 08075 (PriceChopper), and the western half of Parcel 08076 (House of Pizza). Then turning southerly down Munson Ave until a point of intersection with Harrel St on the south. Then turning west on Harrel St to a point of intersection with Brooklyn St, but including Parcel 21139. Then turning south along Route 100 until a point of intersection with the road into Brooklyn Heights. Then west for 100 feet along the Brooklyn Heights road before turning northerly and running parallel to Route 100 but remaining 100 feet west thereof until a point of intersection with the Village/Town Boundary. Then following the Village/Town Boundary west, crossing Brooklyn Street and the Truck Route, to a point 1,000 feet west of Brooklyn St. Then turning north from said point, staying 1,000 feet west of Brooklyn St. until a point of intersection with Stafford Ave. Then turning northwesterly and continuing to the end of the Town right-of-way on Stafford Ave. Then a line projecting from the end of Stafford Ave to the northernmost point of Parcel 20032-1. Then continuing northerly to the point of beginning.

1012. Commercial Zone #2 (Lower Village).

From the intersection of the town/village boundary, the Truck Route, and the northwest cornernorthern boundary of Parcel 07328, south and then west along the town/village boundary to a point of intersection with the town/village boundary andwhere a line projecting northerly along the eastern boundaries of Parcels 07004 & 07005 crosses Route 100 / LaPorte Rd, then along Route 100 east to a point of intersection

~~Jersey Way, and then~~ south along ~~Jersey Way to~~ the ~~southern~~same eastern ~~most point~~boundaries of ~~Parcel 07002~~Parcels 07005 & 07004 to the southeastern corner of Parcel 07004, and then west along the southern lot lines of Parcels ~~07002,~~ 07004~~,~~ & 07006 to the intersection of the town/village boundary, then projecting on the same plane from this point of intersection westward across Parcel 07007-01 to a point of intersection with the Truck Route, and then northeast along the Truck Route to the point of beginning.

~~**Section 1040. Mixed Office Residential (MOR).** The purpose of this zone is to provide for an area for small professional offices in close proximity to the Village while concurrently allowing for continued residential uses.~~

~~**1041. MOR #1 (Bishop Marshall).**~~

~~Beginning at the intersection of Bridge St and the Town/Village Boundary on tax map 7, then south along the town/village boundary to a point of intersection with the Truck Route, but including parcel 07328-1 directly to the northeast, then from the aforementioned point of intersection of the Village/Town boundary and the Truck Route, turning south along the Truck Route to the intersection of Morristown Corners Rd, then turning west along Morristown Corners Rd to a point of intersection with Ryder Brook, turning north along Ryder Brook until the southern boundary of Parcel 320 that is on the east side of Ryder Brook, then turning east from Ryder brook along the southern boundary of Parcel 320, then turning north at the eastern boundary of Parcel 320, and then along the eastern boundaries of Parcels 319 and 301 to the point of intersection with Bridge St, then travelling east on Bridge St to the point of beginning.~~

Section 1050. Industrial (IND). The purpose of this zone is to provide locations for manufacturing and industrial operations to encourage the production of goods & services, enhance local employment opportunities, and broaden the local tax base. This zone is characterized by good highway access.

1051. **IND #1 (Uptown).** From a point beginning at the intersection of Needle Eye Rd and the northernmost corner of Parcel 20032-1 traveling in a clockwise direction. From said point of beginning to a line projecting southerly to the terminus of the Town right-of-way for Stafford Ave. Then following Stafford Ave southeast to a point 1,000 feet west of Brooklyn St. From said point 1,000 feet west of Brooklyn St, turning south, keeping the same distance from Brooklyn St~~,~~ to a point of intersection with the Village/Town Boundary on the south. Then turning east along the Village/Town Boundary to a point of intersection with the Truck Route. Then turning south along the Truck Route to the Lamoille Valley Rail Trail Bridge. Then turning north along the Rail-Trail ~~to the northern property line of Parcel 07307. Then west along said northern property line to a point of intersection with the Village/Town boundary in the river. Then north along said boundary to the point where it turns east back to the Rail-Trail. Then north along the Rail-Trail until a point of intersection with Parcel 20035.~~until the point of intersection with Parcel 20035. Then from said point of intersection of the Rail-Trail and Parcel 20035, a line projecting northerly to the point of beginning.

1053. **IND #2 (Industrial Park & Harrel St).** From a point beginning at southwestern corner of Parcel 08075 (Pricechopper) traveling in a clockwise direction. East along the southern property and then northeast along the eastern property lines of Parcel 08075 to a point of intersection with VT Rte. 15 E. Then traveling east along Route 15 to a point 250 feet east of its intersection with Harrel St. A line projection due south from said point to the Lamoille River on the south. Then turning west, downriver, to the southeast corner of Parcel 21145. Then turning northerly along the rear property line of said parcel and continuing along the rear property lines of Parcels 144-139 to a point of intersection with Harrel St. Then traveling east along Harrel St until the point of intersection with Munson Avenue. Then north up Munson Avenue to the point of beginning, but only including the eastern half of Parcel 08076 (House of Pizza).

1054. **IND #3 (Trombley Hill).** From a point beginning at the intersection of Trombley Hill Road and Frazier Road traveling in a counter-clockwise direction. Traveling north along Trombley Hill Road to the Town boundary

with Hyde Park. Then west along the town-line to the intersection with Center Road. Then a line projecting approximately 400 feet southeasterly to the center of the village water tank. Then a line projecting from said water tank to the point of beginning.

1055. **IND #4 (Bridge St & Cadys Falls Rd).** From a point beginning at the intersection of Bridge St and the Village/Town Boundary, then traveling south along the eastern boundaries of Parcels 301 & 319 to the southern boundary of Parcel 320, then west along said boundary to the intersection with Ryder Brook, then south along the brook to the intersection with Morristown Corners Rd, then across said road and continuing along Ryder Brook to include Parcel 13, then north from the point of intersection of the Brook and the westernmost boundary of Parcel 13 back to Morristown Corners Rd, then crossing Morristown Corners Rd to the southwesterly boundary of Parcel 189, then traveling north along the western boundary of Parcel 189 to lot 190, then continuing along the western boundary of Parcel 190-1 to the point of intersection with Parcel 191, then turning east along the southern boundary line of Parcel 191 to the intersection of Cadys Falls Rd, then traveling north along Cadys Falls Rd to its intersection with Bridge St, then crossing Bridge St to include Parcels 301-1, 301-2, and 301-3 (the peninsula of the old Green Mountain Arena), then crossing back over Bridge St to the point of beginning.

1056. **IND #5 (Airport).**
From the intersection of Ryder Brook and Route 100, and heading east along the brook until a point where the river intersects with eastern boundary of Parcel 12130-1 (State airport) then turning southerly along the eastern lot line of the state airport property, including southerly along the eastern boundary line of Parcel 12136, to a point where said parcel and Ryder Brook intersect, then following the brook to the south to a point of intersection with Goeltz Rd. Then staying along the Brook, crossing Goeltz Rd, and continuing southerly to the far southeastern corner of Parcel 12156-2, then turning westerly along the southern boundary of said parcel, to a point of intersection with LaPorte Rd / Route 100.Then north along Route 100 to the point of beginning, but including Parcels 12111, 12112, & 12113 on the west side of highway.

Section 1060. Hospital (HOS). The purpose of this zone is to provide a desirable area that can accommodate existing and future health care needs, both for the community and the region. Residential uses shall continue to be allowed in this zone for so long as they remain compatible with health care uses.

1061. HOS #1 (Washington Highway).
From a point beginning on Maple Street at northwestern corner of Parcel 23239 traveling clockwise around the district. From said point on the west to southwestern corner of the golf course (Parcel 24083) on the east. Continuing along the southern border of the golf course to its easternmost point, where it intersects with the ~~southeastern~~ corner of Parcel 24041-3. Then southerly along western property lines of Parcels, 40-7, 40-6, 40-3, and 40-2 on tax map 24 to a point of intersection with the Village boundary. Then continuing southerly along the Village Boundary, crossing Washington Highway (askew), and continuing along the Village Boundary to a point parallel with the terminus of the Town right-of-way on Farr Ave. A line projecting from said point westerly across the terminus of Farr Ave and Parcel 13026 ~~and into Parcel 13025~~ until a point of intersection with Parcel 13025 Then a line ~~projected due south from the terminus of Mansfield Ave. Then turning north~~projecting from said point ~~up Mansfield Ave~~of intersection with Parcel 13025 to the southeast corner of the Pleasant View Cemetery on Parcel 23005. Then turning northerly along the eastern boundary of the cemetery to a point of intersection with Washington Highway. Then turning west down Washington Highway, turning north on Maple St, to the point of beginning at the northwestern corner of Parcel 23239.

Section 1080. High Density Residential (HDR). The purpose of this zone is to provide dense housing that is more

affordable, allowing multi-family housing, duplexes, and single-family ~~housing~~homes on small lots. This zone is ~~located~~ adjacent to and generally surrounds the CB Zone. It is served by public utilities, and sidewalks that provide for a short walk ~~into~~ downtown.

1081. HDR #1 (Village core surrounding the CB zone).
Beginning at the intersection of Lower Main St, Jersey Heights, and Feline Loop traveling in a clockwise direction. Traveling 200' south of said point of beginning along Jersey Heights / Route 100 and then turning east until a point of intersection with of Congress St. Then bisecting Congress St, remaining 200' south of Upper Main St to a point of intersection with Summer St but including #46 (Parcel 21008). Then turning north up Summer St, crossing Upper Main St, to the base of the Soldier's Memorial. Then a line projecting from the Memorial northerly, crossing Park St, to the northernmost point of Riverview Cemetery, Parcel 21193. Then a line due north from the northernmost point of the cemetery to the Lamoille River. Then turning east against the flow of the river to a point of intersection with a line due north from the Morrisville Water & Light vault on Park St. Then turning southerly and running along the western boundary of the People's Academy school property (Parcel 22043), crossing Upper Main St, and heading along the same line to a point of intersection with the Potash Brook. Then turning southwesterly along the flow of the brook, crossing Maple St to a point where the projection of the eastern terminus of Union St would bisect the brook. Then continuing from the point of intersection of the Potash Brook and the eastern projection of Union St, west along Union St to a point of intersection with Congress St. Then turning south on Congress St for approximately 1000 feet to the culvert that takes that Potash Brook under Congress St. Then from this culvert, follow the flow of the Potash Brook to the west until its point of intersection with Randolph Road (which is just prior to where the Potash Brook joins the Boardman Brook). From the intersection of the Potash Brook and Randolph Rd a line projecting westerly to the southeast corner of Parcel ~~07002, but including the Jersey Heights Condos on Parcels 25020 & 25024.~~07004. Then turning north up ~~Jersey Way~~the eastern boundary of said parcel, continuing along the eastern boundary of Parcel 07005, and across Route 100 / LaPorte Rd to a point of intersection with ~~Jersey Heights and~~ the Village / Town boundary. Then following the Village / Town boundary east and then north to its intersection with the Truck Route. Then turning northeast along the Truck Route to the intersection with the Lamoille River. The traveling against the flow of the river to the intersection of the B St Bridge and Feline Loop. Then traveling easterly on Feline Loop to the point of beginning.

1082. HDR #2 (West side of Brooklyn St. ~~& north of~~between the CB ~~zone~~& COM Zones).
Beginning at the intersection of the Truck Route and the northernmost property line of the Westside Court property / Parcel 21087-2 and traveling in a clockwise direction. Traveling easterly from the point of beginning along the northern property line of Parcel 21087-2 ~~to the easternmost point~~and continuing along the southern boundary of ~~said~~the Catholic Church property~~. Then a line projecting southeasterly from the easternmost point of~~ on Parcel ~~21087-2~~21088 to a point of intersection ~~in the driveway to Brooklyn Heights that is 100 feet to the west of Brooklyn St.~~with Brooklyn S Then turning ~~east along the~~south down Brooklyn ~~Heights driveway~~St, to the point of intersection with ~~Brooklyn St. Then turning southerly down Brooklyn Street to its intersection with~~ the Rail-Trail. Then heading westerly along the Rail-Trail~~, excepting Parcel 21077 which is located in the Central Business Zone,~~ to a point of intersection with the Truck Route. Then turning northerly on the Truck Route to the point of beginning.

Section 1090. Medium Density Residential (MDR). The purpose of this zone is to promote single-family housing and duplexes outside the HDR Zone in areas that are still walkable to commercial areas and schools. Public utilities are available, and a sidewalk is anticipated on one side of any main street.

1091. **MDR #1 (Central Village and up Elmore St).** From a point beginning at the intersection of Congress St and Union St traveling in clockwise direction. From the intersection of Congress St and Union St on the west, traveling east along Union St, crossing Summer St and Court St, until a point of intersection with the Potash Brook. Then following and going against the current of the brook, across Maple St, to an intersection of a point made in the brook by a line projecting due south from the southwestern most point of the People's Academy school property (Parcel 22043). Then turning north along said line, crossing Upper Main St, and following the western border of the People's Academy property until the intersection with the MW&L vault on Parcel 22048. Then due north from said vault, crossing Park St, and intersecting the Lamoille River. Then turning east along the river, running against its current, to a point of intersection ~~to~~of a line running due north from the front door of the MW&L offices on Parcel 24059 at 857 Elmore St~~.~~ (but not including Parcel 08024 or its sub-parcels which are fully in the LDR Zone). Then continuing southerly along said line, crossing Elmore St, along the eastern boundary of Parcels 24041 & 24041-3. Then turning westerly, southerly, and westerly again, along the southern boundary of Copley Country Club to the point of intersection with the old Village garage property on Parcel 23238). Then continuing westerly along the southern border of Parcel 23228 until a point of intersection with Maple St. Then turning south on Maple St to the intersection of Washington Highway, across from Pleasant View Cemetery. Then traveling westerly along Washington Highway onto Randolph Rd until the point where the Pot Ash Brook goes underneath Randolph Rd. Then following the Pot Ash Brook, against its current to a point of intersection with Congress St. Then traveling north on Congress St until the point of beginning at the intersection with Union St.

1092. **MDR #2 (All Saints Catholic Academy & Bridge St. west of Truck Route & Rail-Trail).** Beginning at the ~~Truck Route Bridge over the Lamoille River~~intersection of Morristown Corners Road and Ryder Brook and traveling in a clockwise direction. From the bridge, running with the flow of the ~~river and following it across~~ brook to a point of intersection with Bridge St (but excluding Parcels 07301, 07319 & 07320 which lie in the Industrial Zone). Then turning east on Bridge Street until a point of intersection with the Long Bridge. Then turning north from the Long Bridge on Bridge Street, running along the village/town boundary to to the northernmost point of Parcel 07307 (east side of the river). Then turning easterly along the northern property line of Parcel 307 to its intersection with the Rail-Trail, and then southeasterly down the Rail-Trail to a point of intersection with the Truck Route. Then turning southerly down the Truck Route ~~to the point of beginning~~, but excluding Parcels 21065 & 21069 which are located in the Central Business Zone~~.~~, to the point of beginning.

1093. **MDR #3 (Wilkins, Wabun, and east side of Bridge St).**

Beginning at the intersection of the Truck Route and the northernmost property line of the Westside Court property / Parcel 21087-2 and traveling in a clockwise direction. Traveling ~~northerly on the Truck Route~~northeasterly from the point of beginning ~~to the intersection of the Village Boundary line. Then turning east~~ along the ~~Village~~Truck Route for approximately 1,400 feet to the Village/Town boundary ~~line to a point 100 west of its intersection with Brooklyn St. Then turning southwesterly from said point 100 feet west of Brooklyn St. to a point of intersection with the driveway to the Brooklyn Heights condos located on 21087-1. Then turning easterly along said driveway to Brooklyn Heights out to Brooklyn St. Then turning northeasterly along Brooklyn St to the northernmost point of Parcel 140 on tax map 21.~~. Then turning southeasterly along ~~the northern property line of Parcel 140~~said boundary for approximately 1,000 feet (crossing Brooklyn St), to ~~its~~a point of intersection with the western boundary of the Lamoille County Mental Health property on Parcel ~~138 of tax map 21.~~21138. Then turning ~~southwesterly~~southerly for about 500 feet along the western property line of ~~the Lamoille Mental Health, continuing along the common property line between Parcels 21145 and 21213~~Parcel 21138 to ~~the~~a point of intersection with the Lamoille River. Then

~~traveling~~continuing south ~~along and~~ with the ~~flow~~current of the river ~~to the~~until a point of intersection with the Lamoille Valley Rail~~-~~ Trail. Then ~~from this intersection of the river and~~turning west along the Rail-Trail~~, west along the Rail-Trail,~~ to ~~its~~a point of intersection with Brooklyn ~~St~~Street. Then turning north ~~along~~up Brooklyn St~~ to its~~ for approximately 1,300 feet to a point of intersection with the ~~driveway to the Brooklyn Heights Condos. Then traveling west along said driveway to a~~southernmost point ~~100 feet to the west of Brooklyn Street. Then a line projecting from said point to the easternmost point of Parcel 21087-2 (West Side Court). Then traveling west along the northern property line of West Side Court~~of the Catholic Church property on Parcel 21088. Then turning westerly along the church's southern boundary and continuing on the same line for approximately 850 feet to the point of beginning on Parcel 21087-2 where the Westside Court property intersects the Truck Route.

Section 1100. Low Density Residential (LDR). The purpose of this zone is to promote housing in the further reaches of the Village and adjacent areas of the Town that are suitable and desirable for the placement of single-family homes on smaller lots than in rural areas. Lot size is variable based on the availability of public utilities (Class 1, 2, or 3 Development).

1101. **LDR #1 (Jersey Way area).** From a point beginning at the southeast corner of Parcel ~~07002~~07004 traveling in a clockwise direction. A line projecting easterly from the point of beginning to ~~the point~~ where the Pot Ash Brook flows underneath Randolph Rd. Then ~~turning~~running southerly on Randolph Rd ~~and then easterly up Washington Highway~~until (but including Parcel 23007) to ~~the~~a point of intersection with ~~Mansfield Ave~~Cottage St. Then turning ~~southwest down Mansfield Ave~~southwesterly down Cottage St for approximately 100 feet to where the Boardman Brook travels under it. Then running easterly against the flow of the Boardman Brook to a point of intersection with ~~Parcel 13025. Then continuing along the same line into~~ the Kryyland Neighborhood on Parcel ~~13025 to a point of~~ 13021-11-1. Then a line projecting westerly from this point in the brook on Kryyland property to the intersection ~~with a line projecting due west from the terminus of Farr Ave. Then continuing east along that line projecting from Farr Ave, across the terminus~~ of ~~Farr Ave, easterly~~ Jersey Way and Cottage St. Then turning southerly on Cottage Street to a point of intersection with the Village ~~boundary.~~Boundary Line. Then following the Village ~~boundary south until its~~ Boundary Line westerly for approximately 2,000 feet, and then turning northeasterly along the Village Boundary Line for approximately 450 feet to a point of intersection with southernmost ~~point. Then turning west along the Village boundary to a point of intersection~~corner of ~~Beacon Hill Rd (where the road bends to the south).~~Parcel 07007-1. Then a line projecting westerly from said point ~~in that road at the Village Boundary to a point 100 feet due south of the~~ to the intersection of Lague Rd & VT Route 100~~ and Meadow Drive. Then heading west parallel to but 100 feet south of Meadow Drive~~. Then turning northeasterly along VT Route 100 to a point of intersection with ~~Ryder Brook. Then turning north following the brook north to a point of intersection with Morristown Corners Rd. The turning east on~~ the Commercial Zone where it projects west along the southern borders of Parcels 07004 & 07006. Then traveling easterly along the southern boundaries of said ~~road to a point of intersection with Route 100. Then turning northerly on Route 100 for approximately 800 feet to a point of intersection with a line projecting westerly from~~parcels and the ~~rear property lines of Parcels 2, 4 & 6 on Tax Map 7. Then traveling east along said line projection~~Commercial Zone to the point of beginning ~~but excluding on~~ the ~~Jersey Heights Condos on Parcels 25020 & 25024~~southeast corner of Parcel 07004.

1102. **LDR #2 (Park St to Elmore St).** From a point beginning in the Lamoille River from a line projecting due north ~~of~~from the ~~easternmost point~~front door of the ~~school's frontage~~MW&L offices on ~~Park~~Parcel 24059 at 857 Elmore St and traveling in a clockwise direction. From said beginning point in the river, then traveling east along and against the current of the river to the Village/Town Boundary. Following the Village/Town Boundary southerly ~~and then easterly~~ until said boundary ~~turns away (southerly) from~~ meets the

westernmost point of the MW&L water tank property (Parcel 08034). ~~A line projecting southerly from the point where~~Then following the ~~Village/Town Boundary turns away from~~southern boundary of Parcel 08034 to the east until its intersection with Parcel 08014. Then a line projecting from said point to the intersection with Elmore Rd and Lower Elmore Mountain Rd. Then following Lower Elmore Mountain southerly for approximately 200 feet, and then turning westerly down Washington Highway. Continuing westerly along Washington Highway until a point of intersection with the Village/Town Boundary. Then turning northerly along the Village/Town Boundary to a point of intersection with Parcel 24041-3. Then continuing northerly along the eastern boundary of Parcels 24041-3 & 24041, crossing Elmore Street, to a point of intersection with the front door to the office of MW&L. Then a line projecting from said front door of MW&L north to the ~~easternmost~~ point of ~~the school's frontage on Park St~~beginning.

1103. **LDR ~~#3 (Sunset and Langdell~~(Silver Ridge to Center Rd).** Traveling in a clockwise direction, beginning at the intersection of Center Rd and Langdell Rd, then a line projecting westerly to the ~~northernmost point of Parcel 08167, which is approximately 800 feet west~~midpoint of the ~~terminus of Needle Eye~~frontage of Parcel 08164 at 89 Silver Ridge Rd ~~on VT Rte. 15 W.~~. Then ~~a~~continuing westerly on the same line ~~projecting northeasterly to the northernmost point of Parcel 08163. Then a line projecting from~~for 100 feet before turning northerly and paralleling Silver Ridge Rd, but maintaining said ~~point easterly where Center Road meets the boundary~~100-foot distance, to a point of intersection with the Hyde Park Townline. Then continuing easterly along the Townline to Center Rd intersects it. Then from said ~~town line~~Townline point, a line projecting approximately 400 southeast to the center of the Village water tank. Then a line projecting from said point to the intersection of Frazier Rd and Trombley Hill Rd. Then ~~staying on~~ a ~~similar southerly~~ projection southeasterly to ~~the easternmost~~ a point of intersection with the southernmost point of Parcel 08090-3 (Weslang Townhouses). Then continuing southeasterly to the terminus of the Southview Drive right-of-way, and then continuing to the terminus of the town right-of-way on Lanphear Rd, then a line projecting from the terminus of Lanphear Rd, along the northern border of the Commercial Zone, northwesterly to the point of beginning.

1104. **LDR~~#4~~ (Cadys Falls).** Traveling in clockwise direction, from a point beginning at the intersection of Cadys Falls Road and the Lamoille River, turning west along the river passing the southern boundary of Parcel 07-212 to a point where the westernmost boundary of 07213 abuts the river, then turning north away from the river along the western boundary of Parcel 07213 to a point of intersection with Parcel 07214, then traveling west along the southern boundaries of Parcels 07214 & 07215, then turning north along the western boundary of Parcel 07215 to a point of intersection with Griggs Road, from said point turning east on Griggs Road, but including Parcels 07233 & 07234, to a point of intersection with the southwest corner of Parcel 07236, then turning north along the western boundary of Parcel 07236 and continuing in the same northerly direction until reaching the northwest corner of Parcel 07242. Then following the western and northern property lines of Parcels 07244-1& 07245 until the point of intersection with Cadys Fall Road. Then turning south on Cadys Falls Road until a point of intersection with the northern boundary line of Parcel 07252, then heading east along the northern boundary line of Parcel 07252 until the point of intersection with the Rail-Trail, then turning southeasterly along the Lamoille Valley Rail-Trail until a point of intersection with Needle's Eye Road, then traveling westerly on Needle's Eye Road until the intersection with the northeastern corner of Parcel 07294, then turning south and then west along the boundaries of Parcel 07294 to a point of intersection with the Lamoille River, then turning west with the flow of river to the point of beginning at the intersection of the Lamoille River & Cadys Falls Road.

1105. **LDR #5 (Morristown Corners).** Traveling in a clockwise direction, from a point beginning at the intersection of Walton Rd and the back driveway to the nursery on Parcel 07154-3, then a line following the nursery driveway northerly, and projecting from the straight section of said road to the northern boundary

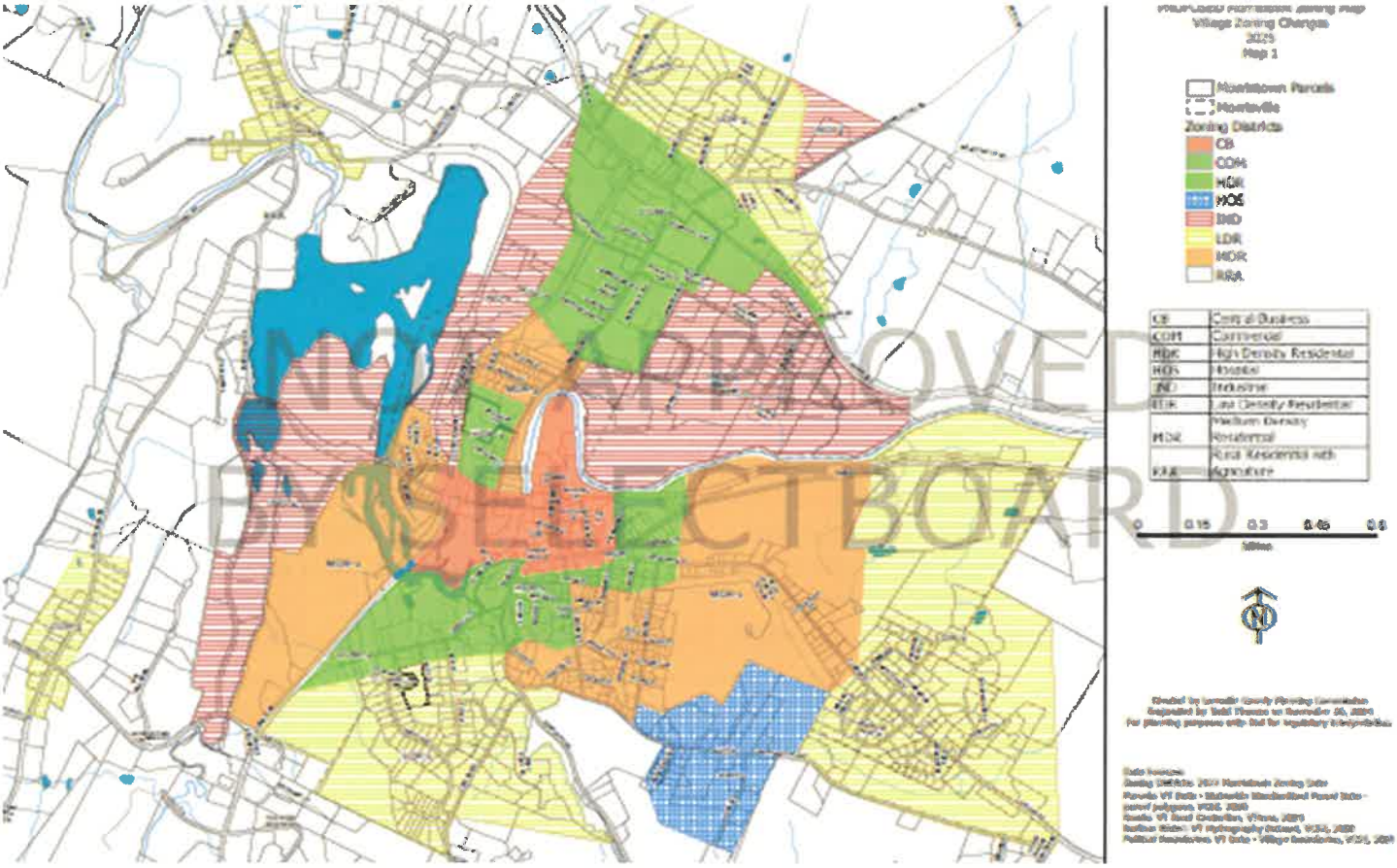
line of said parcel. Then turning easterly along said northern boundary of Parcel 07154-3 to the intersection with Stagecoach Rd. Then crossing Stagecoach Road and continuing east on the same projection splitting Parcel 07168-1 and continuing to its eastern boundary, then turning southerly along rear boundary of said parcel, and the rear property lines of the adjoining parcels to the south, until a point of intersection with Morristown Corners Rd. Then ~~crossing~~cross Morristown Corners Rd to include Parcels 07019, 07020 & 07021 on the east side of Stagecoach Road and then ~~crossing~~cross Stagecoach Road to ~~a~~the point of intersection with Godfrey Ln. Then a line projecting from the intersection of Godfrey Lane to the point of beginning.

Section 1110. Rural Residential/Agricultural (RRA). The purpose of this zone is to preserve an area for agriculture, forestry, and very low-density single-family homes.

1111. RRA #1 (Rural Morristown).
All lands located outside the ~~of~~ Zone Boundaries described above in Sections 1001 through 1105.

Section 1120. Sewer Service Management Area (SSMA).
The Sewer Service Management Area shall include all the land in the ~~village and the~~ town that has a zoning designation other than Rural Residential Agricultural (RRA). The following areas, which would otherwise qualify for SSMA designation based on the preceding sentence, are specifically ~~exempted~~excluded therefrom: Industrial #3 (Trombley Hill), the area west of Ryder Brook located in IND #4, Industrial #5 (Airport), and the Low Density Residential Zones for Cadys Falls (LDR~~) Zone #1 (south of a line between~~#4) & Morristown Corners ~~Rd and the southern Village Boundary line, (~~LDR~~ #2 south of the ravine that runs from village/town line on Washington Highway easterly up towards Lower Elmore Mountain Road, LDR #4 for Cadys Falls, LDR~~ #5 ~~for Morristown Corners, and the area west of Ryder Brook located in IND #4.)~~.

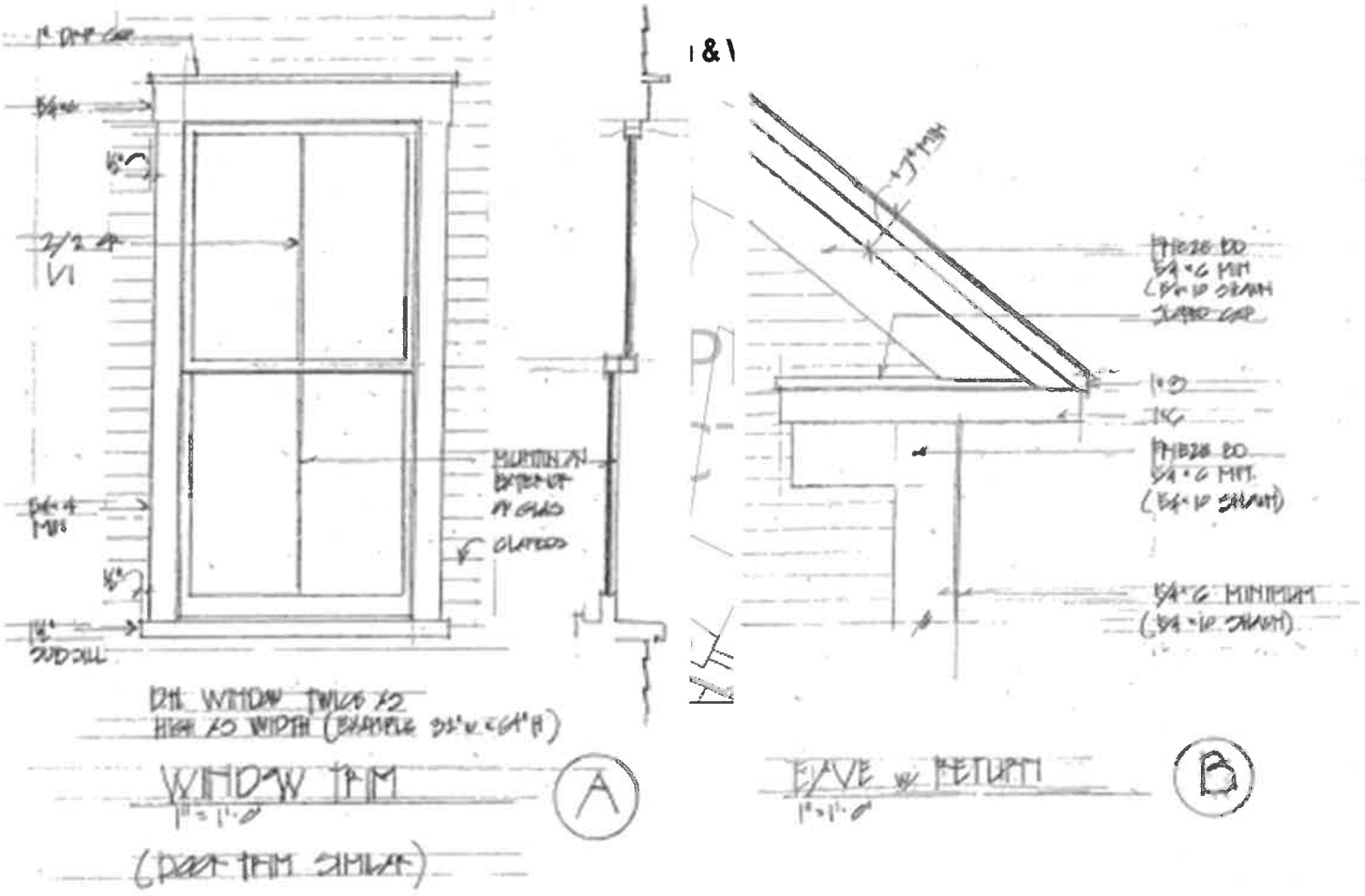
APPENDIX 1

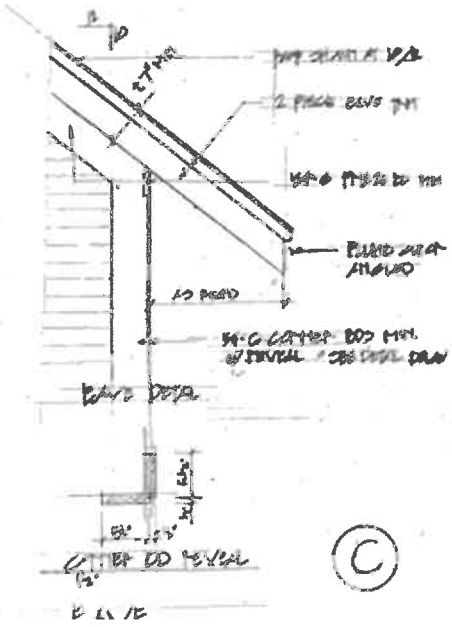


NOT APPROVED BY SELECTBOARD

Above maps are for reference only,
Refer to Article X for Official Zone Boundary Definition

APPENDIX 2 – Window & Eave Architectural Details (A, B & C) of §207 Historic Preservation:





DATE OF REQUEST	REQUESTER NAME	INFORMATION REQUESTED	DATE OF RESPONSE
5.31.23	Alex Fonseca	Selina Rooney 5.26 meeting	
10.3.23	Chris Hoar	Wage rate schedule MPD 21/22	10.3.23
9.26.23	Chris Hoar	Wage rate scheduleMPD	9.26.23
8.16.23	Cynthia Cloutier	All staff job titles/pay/overtime for 6 years	9.8.23
8.11.23	Heidi Clark	Emails from Travis sabataso during working hours	8.16.23
6.9.23	Joanne Davis	Longevity pay policy	6.9.23
12.27.23	Kathleen Lovell	police policy	ongoing
6.30.23	Tom Cloutier	6.24 - 6.29 Sabataso	7.10.23
6.30.23	Tommy Gardiner	Resignation Sabataso	7.10.23
1.20.23	Travis Sabataso	Salaries	1.27.23
1.20.23	Travis Sabataso	Full time and Part time empl.	
1.23.23	Travis Sabataso	Hire date of folks	
1.25.23	Travis Sabataso	37 questions	
1.26.23	Travis Sabataso	Questions above for FY22	
2.22.23	Travis Sabataso	Morristowns RA 308	2.23.23
2.4.23	Travis Sabataso	5 Questions	
2.8.23	Travis Sabataso	salary D Lindley	
7.13.23	Travis Sabataso	All correspondance from/to Judy Bickford on 6.29.23	7.17.23 and 7.20.23
9.1.23	Travis Sabataso	all staff/board to Essex Retorter	9.6.23
9.19.23	Travis Sabataso	Emails from B Beeman/T Sabens	
12.27.23	Kathleen Lovell	police policy	

DATE OF REQUEST	REQUESTER NAME	INFORMATION REQUESTED	DATE OF RESPONSE
03.04.24	Peter Collins	Complaints cannibas	3.7.24/ack
03.08.24	Janis Farese - Vermont Open	all employee/wages for 2023	3.8.24
2.28.24	Tom Cloutier	Union Contract	2.28.24
5.10.24	Lovell	sent 1 email	5.10.24
5.10.24	Tommy Gardiner via Todd Thomas	FPF post regarding food tampering	5.10.24
5.13.24	Gardner	sent 1 email	5.13.24
5.14.24	Gardner	sent 2 email	5.14.24
5.14.24	Lovell	sent 5 emails	5.14.24
5.15.24	Buckwheat	sent 1 email	5.15.24
5.15.24	Cloutier	sent 1 email	5.15.24
5.15.24	Lovell	sent 4 emails	5.15.24
5.15.24	Stancliff	sent 1 email	5.15.24
5.16.24	Gardner	sent 2 email	5.16.24
5.19.24	Cloutier	sent 1 email	5.19.24
5.19.24	Soulmate	sent 1 email	5.19.24
5.20.24	Cloutier	sent 1 email	5.20.24
5.21.24	Brewster	sent 4 emails	5.21.24
5.21.24	Martin	sent 2 emails	5.21.24
5.21.24	Soulmate	sent 1 email	5.21.24
5.22.24	Lovell	sent 2 emails	5.22.24
5.22.24	Stancliff	sent 4 emails	5.22.24
5.23.24	Reeve	sent 2 emails	5.23.24
5.23.24	Tommy Gardiner via Todd Th	S.100 Permit log and All Saints zoning	5.29.24
5.24.24	Gardner	sent 1 email	5.24.24
5.24.24	Tommy Gardiner via Todd Thomas	Video for food tampering	5.24.24
5.6.24	Cote	sent 1 email	5.6.24
5.6.24	Kathleen Lovell	Fastbook - all for MPD/Town	5.14.24
5.7.24	Reeve	sent 1 email	5.7.24
5.9.24	Cloutier	sent 1 email	5.9.24
6.10.24	Tom Cloutier	purpose of copley trust fund disbursements and any denials 5 years 2019 - 2024	6.10.24

DATE OF REQUEST	REQUESTER NAME	INFORMATION REQUESTED	DATE OF RESPONSE
6.13.24	Tom Cloutier	2013 - 2019 copley trust minutes	6.13.24 - 6.17.24 completed
6.19.24	Tony Cote	# of ambulance write-offs that were not morristown residents	6.20.24/ack 6.21.24 completed
6.25.24	David Ring	Jersey way - stormwater info and street info	6.25.24/ack 6.26.24 completed
6.6.24	Tom Cloutier	Copley Trust Fund - disbursements for 5 years	6.7.24
7.15.24	Tom Cloutier	Oxbow cost FEMA/Staff after last years flood.Total cost of installation and removal of ice rink/ who authorized payments . How much did we charge FEMA for manpower hours to regrade and level lower portion of Oxbow. Grass reseeding cost/ what funds paid for resending and improvements	7.15.24 JA Ack.
7.18.24	Tom Cloutier	consultant for town plan - report and invoice	7.18 ack 7.24 we do not have
7.21.24	Tommy Gardiner via Todd Th	Zoning bylaw changes - red penned	7.21.24
7.29.24	Tom Cloutier	LOT economic study by Carr	7.30.24 ack, 8.1 completed
7.8.24	Tom Cloutier	list of subscribers	7.9 completed
8.28.24	Ron Stancliff	5 park street correspondance and survey/agreement	8.29.24 ack 9.3 first email 9.4 finished
8.5.24	Tom Cloutier	cost of Carr Economist and Sterling Mtn	8.5.24 ack, 8.8.24 done
10.11.24	Tom Killilea	Permit history Xtreme Collision Center	10.15.24
10.15.24	**Creative Living Recover**	excess or surplus funds list	10.15.24
10.16.24	Maria Ward	Jersey way - stormwater info and street info	10.17.24
11.18.24	Erik Neslony	302 Rte 15 - environmental records	11.18.24 ack 11.20.24
11.18.24	Tom Cloutier	Any SB emails regarding the town plan and extraction of gravel for Laporte project	11.18.24 ack
11.24.24	Tom Cloutier	All MSI contracts for the past 5 years	11.24.24 ack
11.25.24	Tom Cloutier	emails concerning the gravel pit extraction from many members of boards	11.26.24 ack/asked to narrow

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11.27.24	Tom Cloutier	any emails for 2021 that speaks to "gravel" in the town plan	11.27.24 ack
12.26.24	Kei Lovell	FB MPD 12.13.24 and Pie for breakfast event town	12.26 JA ack

DATE OF REQUEST	REQUESTER NAME	INFORMATION REQUESTED	DATE OF ACKNOWLEDGEMENT	DATE OF RESPONSE
1/1/2025	Mark Larocque	Phase I environemental site assessment	1/3/2025	1/3/2025
1/1/2025	Mark Larocque	Permits 5247 Laporte Rd	1/3/2025	1/3/2025
1/6/2025	Kathleen Lovell	20 emails - responded to all of them	1/3/2025	1/3/2025
1/14/2025	Kathleen Lovell	Social media policy directive	1/15/2025	1/17/2025
1/14/2025	Kathleen Lovell	Dodge contract, resignation letter, duties	1/15/2025	1/17/2025
1/14/2025	Kathleen Lovell	Johnson contract, duties	1/15/2025	1/17/2025
1/14/2025	Kathleen Lovell	Raymond contract, duties	1/15/2025	1/17/2025
1/14/2025	Kathleen Lovell	Luneau contract duties for Interim Adm.	1/15/2025	1/17/2025
1/15/2025	Tom Cloutier	Breakdown of Gen Gov expenses	1/16/2025	1/22/2025
1/16/2025	Tom Cloutier	Raymond contract, disciplinary policies	1/16/2025	1/22/2025
1/17/2025	Tommy Gardner	Any and all correspondence relating to Todd's resignation	1/17/2025	1/21/2025
1/17/2025	Tommy Gardner	Any correspondence from the public as well regarding Todd's resignation	1/17/2025	1/21/2025
1/18/2025	Tom Cloutier	Hiring/Firing policy, disciple policy, appointment policy	1/22/2025	1/24/2025
1/21/2025	Open the Books	gross annual wages	1/21/2025	1/24/2025
1/21/2025	Tom Cloutier	All Disciplinary issues 6 months	1/22/2025	1/24/2025
1/21/2025	Tom Cloutier	Amended document discussed with Brent	1/22/2025	1/24/2025
1/24/2025	Kathleen Lovell	MPD Policies 21-23	1/27/2025	1/28/2025
1/24/2025	Kathleen Lovell	contracts agreements policies	1/27/2025	1/29/2025
1/24/2025	Kathleen Lovell	names of attorneys	1/27/2025	1/28/2025
1/25/2025	Kathleen Lovell	warrants	1/27/2025	1/28/2025
1/25/2025	Kathleen Lovell	all emails between states attorney/MPD	1/27/2025	1/29/2025
1/31/2025	Tom Cloutier	Estimated municipal tax rate using estimated 2.4% grand list	1/31/2025	2/3/2025
1/31/2025	Tom Cloutier	Legal Authorization to sign permit	1/31/2025	2/3/2025
2/3/2025	Patrick Bilow	Proposed zoning bylaw 2025 red line	2/3/2025	2/3/2025
2/5/2025	Tom Cloutier	5 previous years 2020 - 2025 budget versus actual cost of employees salaries in TA	2/5/2025	2/7/25 sent

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2/8/2025	Tom Cloutier	Legal cost and consulting fees for 2023, 2024 and 2025 to date	2/10/2025	2/11/2025
2/10/2025	Kristen Fogdall	3 years of Zoning Bylaws	2/10/2025	2/10/2025
2/10/2025	Tom Cloutier	2020 - 2025 budget vs actual for employee salaries in Finance	2/10/2025	2/14/2025
2/11/2025	SmartProcure	purchasing 6/20/24 to today	2/11/2025	2/11/2025
2/13/2025	Jamie Brewster	Public Records Request log 1/1/25 -2/13/25	2/13/2025	2/13/2025
2/13/2025	Tom Cloutier	Executive Assistant job description	2/13/2025	2/13/2025
2/19/2025	Patrick Bilow	emails between jasmine Farrell and Brent	2/20/2025	2/24/2025
2/21/2025	Kathleen Lovell	any paid labor/services to MPD who aid the MPD	2/24/2025	2/28/2025
2/21/2025	Kathleen Lovell	All agreements/contracts MDP and social services 2021-2023	2/24/2025	2/27/2025
2/21/2025	Kathleen Lovell	emails between town official s and social services 2021	2/24/2025	2/25/2025
2/25/2025	Kathleen Lovell	Probable cause April 2023 Henry Lovell	2/25/2025	3/10/2025
2/25/2025	Kathleen Lovell	Dispatch narratives from incident Henry Lovell April 20, 2023	2/25/2025	3/10/2025
2/25/2025	Kathleen Lovell	electronic copies of body worn camera video footage from all MPD Apirl 20, 2023 Henry Lovell	2/25/2025	3/10/2025
2/26/2025	Kathleen Lovell	image/voice or statements from paperwork/interviews/interrogations April/May 2023.	2/26/2025	3/11/2025
3/4/2025	Kathleen Lovell	Documentation Jaime Harmon March 1st 1:15pm	3/4/2025	3/5/2025
3/6/2025	Tom Cloutier	via phone call to kevin would like zoning permit for ice rink	3/7/2025	3/7/2025
3/19/2025	Jeffrey Cubrilo	Tax/Mortgage Overage List	3/19/2025	3/19/2025
3/19/2025	Todd Thomas	contacts from his computer	3/20/2025	
3/21/2025	Todd Thomas	zoning excel spreadsheet for 10 years	3/24/2025	3/23/2025

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3/31/2025	Todd Thomas	Zoning excel spreadsheets 2010-2015	3/31/2025	4/2/2025
4/4/2025	Todd Thomas	Fees associated with his 3/19 PRR	4/4/2025	4/11/2025
4/14/2025	Inovo AI Solutions LLC	All purchasing records from 7/1/22	4/15/2025	4/15/2025
4/22/2025	Patrick Bilow	Todd Thomas PRR and Oxbow Infor	4/22/2025	4/22/2025
5/22/2025	Kathleen Lovell	FB documents/chain of custody FB Screen shots/description of reasonable suspicion	5/23/2025	5/23/2025
6/2/2025	Kathleen Lovell	3 ring binder from MPD used in court	6/2/2025	6/6/2025
6/27/2025	Kathleen Lovell	electronic copies of disbursements made by the Town re Brian T civil suit	6/27/2025	7/1/2025
6/30/2025	Kathleen Lovell	electronic copies of FB Activity log for MPD	6/30/2025	7/3/2025
7/3/2025	Kathleen Lovell	electronic copies of notifications MPD FB	7/3/2025	7/8/2025
7/3/2025	Kathleen Lovell	electronic copy of list of firearms/weapons etc…	7/3/2025	7/8/2025
7/7/2025	Kathleen Lovell	most recent document jason added to the binder	7/7/2025	7/8/2025
7/8/2025	Tom Cloutier	subscriber count and specific subscriptions	7/8/2025	7/10/2025
7/18/2025	Kathleen Lovell	Legal fees incurred - 25-AP-207/25-ST-00429	7/21/2025	7/25/2025
7/22/2025	Kathleen Lovell	Authorization of public funds for lawyer	7/22/2025	7/25/2025
7/23/2025	Jamie Brewster	Zoning dept corr for parcel 1400804 Hirshak	7/23/2025	7/25/2025
7/25/2025	Kathleen Lovell	tracking of all public records request	7/29/2025	7/30/2025
8/1/2025	Kathleen Lovell	payments for Tomlinson legal	8/1/2025	8/5/2025
8/6/2025	Kyrie Reitz	# of Union members and dues	8/6/2025	8/6/2025
8/5/2025	Kristin Fogdall	Letter from Atty Mahoney re: MSI airport	8/11/2025	8/11/2025
8/11/2025	Kathleen Lovell	emails between town and A Gerhard	8/12/2025	8/15/2025
8/11/2025	Kathleen Lovell	Invoices regarding B. Tomlinson case	8/12/2025	8/12/2025
8/12/2025	Patrick Bilow	Planning Dept review of permits	8/12/2025	8/15/2025
8/12/2025	Melissa/Chris LeBlanc	All ROW permits issued his year	8/12/2025	8/15/2025
8/20/2025	The data branch	all purchasing records from 1/1/2021 to present	8/21/2025	8/21/2025
8/28/2025	Kerrie Johnson	4 police records	8/29/2025	9/3/2025

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8/28/2025	Kathleen Lovell	copies of documents/invoices july 2025	8/29/2025	9/5/2025
9/22/2025	Kathleen Lovell	copies of documents/invoices August 2025	9/23/2025	9/26/2025
10/20/2025	Kathleen Lovell	copies of documents/invoices September 2025	10/20/2025	10/24/2025
10/20/2025	Kathleen Lovell	Drone use	10/20/2025	10/24/2025
10/24/2025	Kathleen Lovell	Invoices 25-CV-01083 PRR suit	10/27/2025	10/31/2025
10/24/2025	Kathleen Lovell	drone certifications/pilots/etc.	10/28/2025	10/31/2025
11/13/2025	Kathleen Lovell	Recording of 11/13/25 meeting re: drones	11/17/2025	11/19/2025
11/17/2025	Kathleen Lovell	Police officers/job descriptions	11/18/2025	11/20/2025
11/19/2025	Kathleen Lovell	invoices Oct Antistalking suit	11/20/2025	11/21/2025
11/21/2025	Kathleen Lovell	Inspect record of audio	11/25/2025	12/2/2025
12/2/2025	Kathleen Lovell	Recording of 12/2/25 inspection of records	12/9/2025	12/12/2025
12/10/2025	Kathleen Lovell	documentation of 4/20/23 interactions with Brian	12/12/2025	12/19/2025
12/16/2025	Kathleen Lovell	Invoices Nov Antistalking suit	12/17/2025	12/18/2025
12/21/2025	Joie Marshall	MOU/PVCA Bills/vandalism	12/22/2025	1/7/2026

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1/14/2026	Kathleen Lovell	Doc's reflect Henry L arrest	lawyer	lawyer	
1/19/2026	Joie Marshall	Minutes regarding article on ballot	1/21/2026		
1/20/2026	Kathleen Lovell	Invoices for anti-stalking suite	1/20/2026	1/22/2026	
1/22/2026	Kathleen Lovell	Court ordered records			
1/26/2026	Brian Anderson	Surplus for tax sale	1/26/2026	1/26/2026	
1/27/2026	Thomas Fay	documents re: Arlene Allen	1/28/2026	request HIPPA docs	
1/28/2026	Justin Wenig	Purchase orders/payments	1/28/2026	1/29/2026	
1/29/2026	Thea Alvin	James Mahoney letter from Aug 2025	1/29/2026	1/29/2026	
2/11/2026	Kathleen Lovell	Invoices for anti-stalking suite	2/11/2026	2/17/2026	
2/15/2026	Peijin Chen	Various items - Mainus	2/17/2026	3/10/2026	
3/20/2026	Kathleen Lovell	Invoices for anti-stalking suite	3/23/2026	3/24/2026	
4/10/2026	Kathleen Lovell	Executive session question	4/13/2026	4/15/26 Attorney	
4/10/2026	Jeremy Smith	materials on son - minors involved	4/15 jason sent this to Brent/Judi	4/16/2026	
4/14/2026	Kathleen Lovell	audio March 2025 Tetreault	*Sheehey Furlong & Behm handle all request from this point on - mailed letters at various dates and times.	4/16/2026	
4/14/2026	Kathleen Lovell	emails between Werth/Gerhard 4/20/23 - present	*	**All responses by attorney between 4/17 and 4/24	
4/14/2026	Kathleen Lovell	emails between tomlinson/gerhard 4/20/23 to present	*	**	
4/14/2026	Kathleen Lovell	text message tomlinson 4/20/23 to present	*	**	
4/14/2026	Kathleen Lovell	andy glover text messages	*	**	
4/14/2026	Kathleen Lovell	texts/inputs Brents phone 11/13/25	*	**	
4/14/2026	Kathleen Lovell	All brents emails/texts	*	**	
4/18/2026	Kathleen Lovell	Reports filed with MPD 12/9/25 & more recent "jimbo"	*	**	
4/20/2026	Kathleen Lovell	inspect brents job description & benefits/wages	*	**	

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4/20/2026	Kathleen Lovell	recorded calls/notes/reports Jimbo	*	**	
4/23/2026	Kathleen Lovell	Records Dec 2017 - body cam, lance lamb, affidavits, reports, narratives, interviews, photos, videos	*	**	
4/23/2026	Kathleen Lovell	Axon activity logs, audit trails etc 4.20-23 incident	*	**	
4/23/2026	Kathleen Lovell	monthly bill for SPF tomlinson anti stalking	4/27/2026	4/27/2026	
4/28/2026	Kathleen Lovell	emails between Werth/Gerhard 4/20/23 - 4/30/2026	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	emails between tomlinson/gerhard 4/20/23 - 4/30/23	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	Text message tomlinson 4/20/23 -4/30/23	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	Brent Raymond text inputs 11/13/2025 entered into his phone during public records review	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	Brent Raymond text messages 1/20/25 - 2/3/25	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	Brent Raymond emails 1/20/25 - 2/3/25	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Kathleen Lovell	Appeal of denied record December 2017 - No Criminal record exist response	4/29/2026	5/12/2026 from the attorney	
4/28/2026	Dennis Johnson	Seth Brunnell Case 4/12/22 body cam footage, police report, interrogation/interview	5/1/2026	5/4/2026	
4/29/2026	Kathleen Lovell	Text Glover 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Glover 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Audet 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Audet 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Baxter 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	emails Baxter 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	

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4/29/2026	Kathleen Lovell	Text Luneau4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Luneau 4/20 - 4/30/ 2023	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Palermo 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Palermo 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Streets 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Streets 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Craig 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Craig 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text Cormier 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails Cormier 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Text McDowell 1/20 - 2/3/25	4/30/2026	5/12/2026	
4/29/2026	Kathleen Lovell	Emails McDowell 1/20 - 2/3/25	4/30/2026	5/12/2026	
5/4/2026	Samantha Jones	Seth Brunnell Case 4/12/22 body cam footage, police report, interrogation/interview	5/5/2026	5/5/2026	
5/6/2026	Kathleen Lovell	Glover text 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Glover email 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Audet text 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Audet email 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Baxter text 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Baxter email 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Luneau text 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Luneau email 5/1 - 5/15/23	5/6/2026		
5/6/2026	Kathleen Lovell	Palermo text 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Palermo email 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Streets text 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Streets email 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Craig text 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Craig email 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Cormier text 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	Cormier email 2/4 - 2/18/25	5/6/2026		
5/6/2026	Kathleen Lovell	McDowell text 2/4 - 2/18/25	5/6/2026		

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5/6/2026	Kathleen Lovell	McDowell email 2/4 - 2/18/25	5/6/2026	5/22/2026	
5/6/2026	Kathleen Lovell	Tomlinson text 4/20 - 4/30/25	5/6/2026		
5/6/2026	Kathleen Lovell	Tomlinson email 4/20 - 4/30/25	5/6/2026		
5/6/2026	Kathleen Lovell	Werth text 4/20 - 4/30/25	5/6/2026		
5/6/2026	Kathleen Lovell	Werth email 4/20 - 4/30/25	5/6/2026		
5/13/2026	Kathleen Lovell	Lamb text 5/19 - 5/26/21	5/13/2026		
5/13/2026	Kathleen Lovell	Lamb email 5/19 - 5/26/21	5/13/2026		
5/13/2026	Kathleen Lovell	Marcoux text 5/19 - 5/26/21	5/13/2026		
5/13/2026	Kathleen Lovell	Marcoux email 5/19 - 5/26/21	5/13/2026		
5/13/2026	Kathleen Lovell	Glover text 3/11 - 3/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Glover email 3/11 - 3/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Marcoux text 3/11 - 3/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Marcoux email 3/11 - 3/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Raymond text 2/4 - 2/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Raymond email 2/4 - 2/18/21	5/13/2026		
5/13/2026	Kathleen Lovell	Werth text 5/1 - 5/15/23	5/13/2026		
5/13/2026	Kathleen Lovell	Werth email 5/1 - 5/15/23	5/13/2026		
5/13/2026	Kathleen Lovell	Tomlinson text 5/1 - 5/15/21	5/13/2026		
5/13/2026	Kathleen Lovell	Tomlinson email 5/1 - 5/15/21	5/13/2026		
5/21/2026	Kathleen Lovell	Tomlinson text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Tomlinson emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Speer's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Speer's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Schroeder's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Schroeder's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Sawyer's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Sawyer's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Little text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Little emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Hannon text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Hannon emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	French text 5/20/26	5/22/2026		

DATE OF REQUEST	REQUESTER NAME	INFORMATION REQUESTED	DATE OF ACKNOWLEDGEMENT	DATE OF RESPONSE	
5/21/2026	Kathleen Lovell	French emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Fadden's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Fadden's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Charbonneau's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Charbonneau's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Emerson's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Emerson's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Tetreault's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Tetrreault's email 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Belanger's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Hollenberger's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Craig's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Cormier's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	McDowell's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Audet's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Audet's email 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Werth's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Werth's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Lamb's text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Lamb's emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Baxter text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Baxter emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Luneau text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Luneau emails 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Raymond text 5/20/26	5/22/2026		
5/21/2026	Kathleen Lovell	Raymond emails 5/20/26	5/22/2026		
5/22/2026	Abbas Khan	purchase order/payments April 1, 2025 - present	5/22/2026	5/28/2026	