



WOODARD & CURRAN **TERMS & CONDITIONS**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

WOODARD & CURRAN, INC.

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____

CLIENT:

TOWN OF ROCKLAND MAINE

Print Client Name:

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____



City Of Rockland

To: **Dan Kelley PE**

Senior Vice President Power Engineering
Woodard & Curran
41 Hutchins Drive
Portland, Maine 04102

Re: **Scope of Services**

Technical Support For Development Of Power Generation Ordinance Standards
Rockland City Council Ordinance Amendment 2015-48

Project Background

On January 11th, 2016 the Rockland City Council adopted Ordinance Amendment #2015-48. This ordinance amendment established a moratorium on new Site Plan applications for power generation facilities over 10 Megawatts in size that are being developed to sell power to the grid. Ordinance Amendment #2015-48 provides the City with a time window to develop Site Plan and Performance Standards governing power generation facilities.

This Ordinance Amendment charged the City's Planning Board, working with support from the City's Energy Committee, with reviewing the City's current standards and proposing revised standards as may be appropriate to address potential project siting and operations impacts related to power generation facilities.

Services To Be Rendered By Woodard & Curran

This document constitutes the agreement between the City of Rockland and Woodard & Curran to provide technical support to the City, principally the Planning Board, in the ordinance development and ordinance review process. The services to be rendered by Woodard & Curran under this agreement include:

(A) Attending Planning Board meetings and other City meetings on this project as requested; (B) Providing technical analysis to support specific standards in any proposed ordinance; (C) Providing information on the technologies utilized in power generation and any operational attributes that may warrant performance standards to ensure compatibility with surrounding uses; (D) Providing examples from other municipalities and existing facilities; (E) Reviewing any draft ordinance standards developed; (F) Answering community questions at any public forums or public hearings that may be held as a part of ordinance development and ordinance review.

This scope of services may extend to screening level analysis or projections of air emissions, water utilization, feed stock transportation and input, sound levels, power production, or other similar parameters. This scope of services is not intended to cover detailed modeling of parameters beyond exporting data from models already developed by Woodard & Curran unless a modification of this scope of service with specific costs provisions is agreed upon by the City and Woodard & Curran in advance. Opinions offered by Woodard & Curran will be based on relevant prior project experience and further research of questions asked, as required. Technical

guidance will be offered for Ordinance language additions and modifications. The legal authority of this language shall be solely the responsibility of the City of Rockland.

Technical Areas Include In Scope Of Services To Be Rendered By Woodard & Curran

In 2015 three community forums on power generation were held in Rockland. Ordinance Amendment #2015-48 directed the City's Energy Committee "to convey to the Planning Board a summary of any issues that the Committee recommends be considered by the Planning Board" as the Board reviews existing ordinance standards and considers the development of new ordinance provisions. The Energy Committee's report summarizing the identified questions and issues the Committee recommends the Planning Board consider was completed on 1/25/2016.

The Energy Committee's summary identified 10 areas on which the Committee would recommend focusing: (1) Water Utilization, Recycling and Disposal; (2) Noise Standards and Site Planned Evaluation Mechanism; (3) Local Air Emissions and Meeting Emissions Reductions Targets; (4) Standards Specific to Open Cooling Towers; (5) Traffic Impacts and Transportation Routes For Trucked Feed Stock; (6) Onsite Feedstock Storage, Fugitive Emissions and Emergency Response Plan; (7) Development of Properties on Zone Boundaries; (8) Development of Properties Abutting High Value Wetlands; (9) Fiscal Capacity Standard for Developer; And (10) Decommissioning Costs.

The Energy Committee's 1/25/2016 report to the Planning Board is included in this Scope of Services by reference and is attached. The topics just listed, and explained in more detail in the 1/25/2016 report are the areas on which Woodard & Curran may be requested by the Planning Board to provide technical data and information.

Costs Allocation For Services Rendered By Woodard & Curran And Project Phasing

This project will involve two phases. All billing for each phase denoted below shall be actual costs (i.e., professional time spent on the project and any allowed expenses such as travel).

Phase 1: Ordinance Development By Planning Board

To comply with State statutes governing moratoriums and to provide adequate time for the two reading and public hearing process before City Council, any ordinance revisions proposed need to be included in Council's meeting materials packet on Friday April 1st. Thus the Planning Board ordinance development and review process must conclude no later than Tuesday March 29th. Woodard & Curran costs to the City of Rockland for this phase shall be actual costs of professional time and expenses up to \$7,500.

Phase 2: Ordinance Review By City Council And Comprehensive Planning Commission
Revisions to the City's Land Use Ordinances are a three step process. If the Council approves ordinances in First Reading the ordinance goes before the City's Comprehensive Planning Commission for review and then comes back before Council for a "Second Reading" and Public Hearing. On substantive ordinance revisions, the Council frequently holds a work session on the topic. Woodard & Curran costs to the City of Rockland for this phase shall be actual costs of professional time and expenses up to \$2,500.

Project Schedule & Early Termination

The time for providing services under this agreement begins with the initial meeting with the Rockland Planning Board and ends on June 15, 2016 unless the City and Woodard & Curran

agree to extend the agreement. This agreement may be ended early by a majority vote of the Planning Board in Phase 1 or a majority vote of the City Council in Phase 2 if either body concludes additional services are not needed or if Woodard & Curran fails to provide the services specified herein in a timely manner. If the agreement is ended prior to June 15 the City's sole obligation to Woodard & Curran is payment for services rendered and costs incurred up to the date the agreement is ended.

Project Lead

Dan Kelley, PE shall be project lead from Woodard & Curran and all contacts with the City shall be through Dan. Dan will be the representative attending meetings in Rockland unless the City and Woodard & Curran agree that another Woodard & Curran staff member is better suited to address the topics to be covered at a specific meeting.

Public Documents

All materials provided to the City by Woodard & Curran under this agreement for services shall be considered public documents which may be posted to the City's web site or shared with the public in whatever manner is determined to be appropriate by the City.

Terms & Conditions

This Scope of Services is governed by the Terms and Conditions set forth in Attachment B as initialed. If at any point there is perceived to be a difference between Attachment B and the language in the Scope of Services, the Scope of Services language shall govern.

This scope of services is agreed to by:

For The City Of Rockland

James D. Chaousis
City Manager
City of Rockland Maine

For Woodard & Curran

Dan Kelley, PE
Principal
Woodard & Curran

Attachment A: January 25, 2016 Energy Committee Report To Planning Board

Attachment B: Woodard & Curran Terms and Conditions