



**CITY OF
MONTPELIER
MONTPELIER,
VERMONT**

Agenda for City
Council Meeting
Wednesday, July 26,
2017
06:00 P.M.

- 1) Call to Order by the Mayor
- 2) 17-231. Review and Approve Agenda
- 3) 17-232. General Business and Appearances
- 4) 17-233. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes:
 - i. July 12, 2017 Regular Council Meeting
 - b) Reappointment of Jack Lindley and Kevin O'Connell to the Development Review Board
 - c) Approve purchase of a Ford Police Interceptor all-wheel drive marked cruiser
 - d) Memo of Understanding between the City and the Montpelier Development Corporation
 - e) Extension of Memo of Understanding with School for Recreation Department services
 - f) Award of Engineering contract for the Montpelier Sidewalk Extension Project

- g) Spring and Elm Streets four-way stop
 - h) One Taylor Street Real Estate Option Agreement With Downstreet Housing & Community Development
 - i) Ratification of DPW Union contract for July 1, 2017 through June 30, 2020.
 - j) Authorize expenditure from Clerk's Restoration Fund for digitizing and storage upgrades.
 - k) Approve parking request from the VT Agency of Agriculture for two events.
 - l) Langdon Street Closure date change
-
- 5) 17-234. Econo Lodge Hearing
 - 6) 17-235. TIF Summary
 - 7) 17-236. Master Plan Timeline
 - 8) 17-237. Organics to Energy Presentation
 - 9) 17-238. Ordinance Amendment, 2nd Reading: Revisions/Additions to DPW Fees
 - 10) 17-239. Council Goals and Policies
 - 11) 17-240. Other Business
 - 12) 17-241. Council Reports
 - 13) 17-242. Mayor's Report
 - 14) 17-243. City Clerk's Report

15) 17-244. City Manager's Report

16) Adjournment



CITY COUNCIL Agenda Item #17-233(b)

Date: July 26, 2017

Consent X Discussion

SUBJECT: Reappointments to the Development Review Board

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Reappoint Jack Lindley and Kevin O'Connell to the Development Review Board for three-year terms.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: No legal requirements; Council makes appointments to fill vacancies on City Boards and Commissions

BACKGROUND INFORMATION: Two terms expired on July 18, 2017. An advertisement for the vacancies were published in the Times Argus and on the City website.

SUPPORTING DOCUMENTS: Letters of interest from Jack Lindley and Kevin O'Connell

INTERESTED PARTIES: Applicants; Development Review Board; Council

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.



America's Small Town Capital

July 5, 2017

The Times-Argus

Please insert the following with City of Montpelier notices on: Thursday, July 6th and Thursday, July 13th. Thank you!

CITY OF MONTPELIER
Development Review Board Vacancies

The Montpelier City Council is seeking individuals interested in filling two, 3-year seats on the City's Development Review Board. Please submit a letter of interest with a brief resume by noon on Wednesday, July 19, 2017, to the City Manager's Office, City Hall - 39 Main Street, Montpelier, Vermont 05602, or via e-mail to igranfield@montpelier-vt.org. The City Council will make these appointments at their July 26th meeting; applicants will be notified and are encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws. If you have questions, call the Planning and Development office at 223-9506.

William J. Fraser
City Manager

Kevin D. O'Connell
81 Prospect Street
Montpelier, Vermont 05602

June 27, 2017

Montpelier City Council
C/O: Bill Fraser, City Manager
Montpelier City Hall
Main Street
Montpelier, Vermont 05602

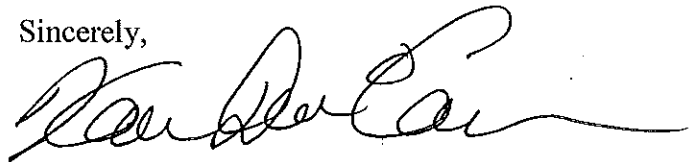
Dear Mayor Hollar and Councilors:

This letter will represent my interest in serving for another term on the Montpelier Development Review Board. I have served four three year terms beginning at the Board's inception in July 2002 and have previously served as Vice-Chair..

Previous to my DRB service I served on the Montpelier Zoning Board of Adjustment for a number of years and respectfully submit that this experience is an asset to the DRB in procedural and policy respects. I believe my dedication to the quality of the Montpelier living and working environment is also an asset to the Board.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin D. O'Connell', with a long horizontal flourish extending to the right.

Kevin D. O'Connell

KEVIN D. O'CONNELL
81 Prospect Street
Montpelier, Vermont 05602
phone (802) 223-4717
office & cell (802) 760-9990

PROFESSIONAL EXPERIENCE

- Contract and Grants Manager
STATE OF VERMONT
Vermont Department of Health
Burlington, Vermont
2012 - present
- Senior Audit and Fiscal Analyst
STATE OF VERMONT
Agency of Human Services
Waterbury, Vermont
2004 - 2012
- Senior Budget and Management Analyst
STATE OF VERMONT
Department of Finance and Management
Montpelier, Vermont
1988 - 2004
- Planner/Assistant Administrative Officer
STATE OF VERMONT
Department of Public Safety
Waterbury, Vermont
1983 - 1988
- Planner/Business Manager
ECOTOPE, INC.
Seattle, Washington
1980 - 1983
- Research Coordinator
CITY OF SEATTLE
Seattle, Washington
1978 - 1980
- Planning Aide
KING COUNTY, WASHINGTON
Department of Planning and Community Development
Seattle, Washington
1978
- Planner/Designer
SPYDER DESIGN
Seattle, Washington
1976 - 1978
- Environmental Engineer
MICHAEL BAKER JR., INC. CONSULTING ENGINEERS
Beaver, Pennsylvania
1974 - 1976

PROFESSIONAL RELATED ACTIVITIES

- Member: Montpelier Development Review Board, Vice -Chair
2002 - present
- Member: Montpelier Board of Zoning Adjustment
1987 - 2002
CITY OF MONTPELIER
Montpelier, Vermont
- Adjunct Faculty Member
1979 - 1980
ANTIOCH UNIVERSITY
Seattle, Washington

ACADEMIC EXPERIENCE

- ANTIOCH UNIVERSITY
Seattle, Washington
1980 - 1983
Master of Arts/Urban Studies and Planning
- UNIVERSITY OF WASHINGTON
Seattle, Washington
1977 - 1979
Department of Landscape Architecture
- DALHOUSIE UNIVERSITY
Halifax, Nova Scotia
Canada
1971 - 1973
Bachelors of Science: Biology and
Mathematics
- COMMUNITY COLLEGE OF
DELAWARE COUNTY
Media, Pennsylvania
1969 - 1971
Associate of Arts: Biology

SUPPLEMENTAL EDUCATION

- PUBLIC ADMINISTRATION
MPA Program, UVM
2005 - 2006
- CERTIFIED PUBLIC MANAGER
(CPM) PROGRAM
Montpelier, Vermont
1989 - 1990
Professional development sponsored by the
State of Vermont. Certificate awarded.
- EMERGENCY MANAGEMENT
INSTITUTE
United States Federal
Emergency Management Agency.
Emmitsburg, Maryland
1983 - 1985
Courses pertinent to planning for natural
and technological hazards.

AFFILIATIONS

- Green Mountain Chapter Institute of Internal Auditors
- Advanced First Aid (Vermont ECA Certification)

July 14, 2017

Mr. William Fraser
City Manager
City of Montpelier
39 Main Street
Montpelier, Vermont 05602

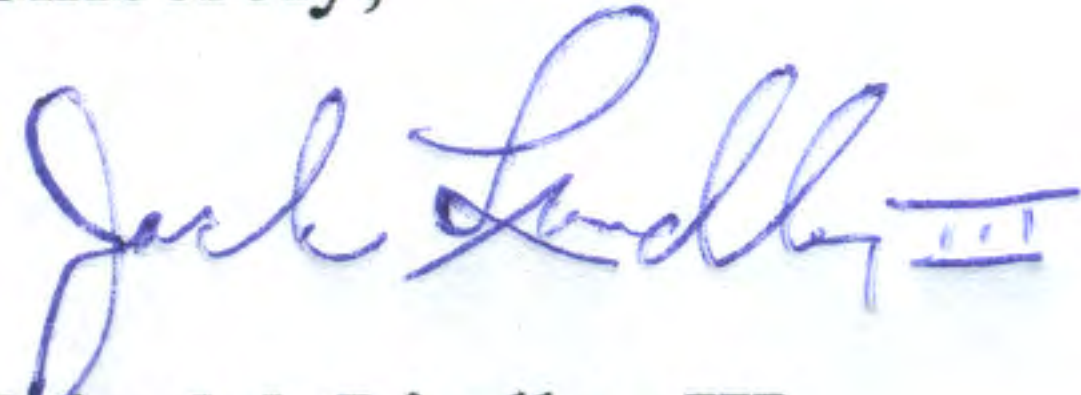
Dear Bill:

I am writing to request that I be reappointed to the Montpelier Development Review Board on which I have served for the past fifteen years.

I have found this experience to be very gratifying would like to continue to serve my community in this capacity.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "John M. Lindley III". The signature is written in a cursive style with a horizontal line at the end.

John M. Lindley III



CITY COUNCIL Agenda Item #17-233(c)

Date: July 26, 2017

Consent X Discussion Time Sensitive

SUBJECT: Purchase of a Ford Police Interceptor all-wheel drive marked cruiser

SUBMITTING DEPARTMENT: Police

RECOMMENDED ACTION: Authorize equipment purchase request

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: \$27,883.00 base police vehicle purchase (approx. \$33,000 once fully outfitted)

SOURCE OF FUNDS: Police Equipment Plan Budget (30-9400-83.02)

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: Vehicle was ordered under the Vermont State contract/bid price. Approved in FY 18 equipment budget (\$35,000) and is part of the police fleet life-cycle replacement plan

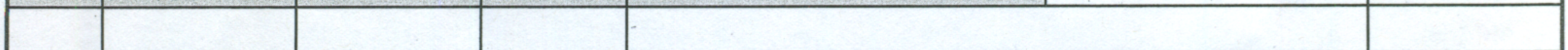
SUPPORTING DOCUMENTS: See attached invoice

INTERESTED PARTIES: Police and the general public

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

P.O. Box 307 265 River Street Montpelier, Vermont 05601 802-223-5201





CITY COUNCIL Agenda Item #17-233(d)

Date: July 26, 2017

Consent X **Discussion** ____

SUBJECT: Memo of Understanding between the City of Montpelier and the Montpelier Development Corporation.

SUBMITTING DEPARTMENT: City Manager's office

RECOMMENDED ACTION: Authorize the City Manager to execute the MOU with the Montpelier Development Corporation.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Keep Montpelier Affordable for residents
- D: Create and maintain a healthy environment for housing and economic growth
- F: Maintain a Vibrant Downtown

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The City and the Montpelier Development Corporation intend to work together and support each other in order to implement the City's Economic Development Strategic Plan to provide for economic vitality and vibrancy of Montpelier.

SUPPORTING DOCUMENTS: Memo of Understanding

INTERESTED PARTIES: City Council; Community Development Corporation

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

**Memorandum of Understanding
Between the
City of Montpelier and the Montpelier Development Corporation**

The City of Montpelier (hereinafter the “City”) and the Montpelier Development Corporation (hereinafter the “MDC”) are committed to working together to support economic development in Montpelier. The City and the MDC enter into this Memorandum of Understanding to codify the agreed to expectations, responsibilities and associated costs.

1. The City and the MDC intention to mutually support each other in order to implement the City’s Economic Development Strategic Plan (EDSP) and provide for the economic vitality and vibrancy of Montpelier.
2. The City will support the MDC and economic development in Montpelier by:
 - a. Appropriating \$100,000 to the MDC annually as part of the City’s budget process including the approval by the voters of Montpelier.
 - b. Supporting the MDC through staffing partnerships with the Manager’s Office, Planning and Community Development Department, Public Safety, and Public Works.
 - c. Partnering with the MDC to update municipal policies and documents that promote economic development.
 - d. Attendance at MDC Board meetings as requested.
 - e. Payments of annual appropriations will be made in two annual installments on August 1st and February 1st annually.
3. The MDC will support the City and economic development in Montpelier by:
 - a. Leading efforts to implement the City’s Economic Development Strategic Plan.
 - b. Maintaining excellent relationships with businesses and developers in Montpelier or looking to locate in Montpelier.
 - c. Facilitating partnerships with the City and City Council to update municipal policies and documents that promote economic development.
 - d. Attendance at City meetings or City Council meetings as requested.
 - e. Reporting to the City Council twice a year on the plans for the annual appropriations. Reports are to be made by November 15th and May 15th annually.
4. This Memorandum of Understanding shall begin August 1, 2017 and continue through July 31, 2022, unless terminated earlier by either Party in accordance with the terms set forth herein.

- a. TERMINATION WITHOUT CAUSE: Either Party may terminate this Memorandum of Understanding, without cause, by providing the other Party with written notice of its intent to terminate sixty days in advance of the intending termination.
 - b. TERMINATION FOR CAUSE: Either Party may terminate this Memorandum of Understanding for cause. Cause for termination shall include, but not necessarily be limited to, a violation of the terms of this MOU that is not cured or remedied within thirty (30) days, following written notice of the issue or problem. In the event either Party determines that there is cause for termination of the MOU it shall contact the other Party and provide written reasons for its position and the corrective action desired or demanded, and shall specify a time period, normally at least thirty (30) days, in which the problem or issue must be addressed and resolved. If the responsible Party shall fail to resolve or cure the problem or issue within the stated time period the non-breaching Party shall have the right to terminate its further obligations under this Agreement. The Parties agree that a termination for cause is a drastic measure that will only be implemented if the underlying issues cannot be resolved. The Parties may agree to submit a dispute to mediation before a neutral mediator.
5. This Memorandum of Understanding constitutes the entire agreement between the parties. This MOU may not be modified, in whole or in part, except by a written instrument signed by an authorized agent of each party.
 6. This MOU shall be governed by the laws of the State of Vermont.

On behalf of the City of Montpelier
City Manager
William Fraser


On behalf of Montpelier Development Corporation
Board Chair
Michael W. Nobles

Date

June 27, 2017
Date



CITY COUNCIL Agenda Item #17-233(e)

Date: July 26, 2017

Consent X **Discussion** ____

SUBJECT: Extension of MOU with School for Recreation Department services

SUBMITTING DEPARTMENT: City Manager's and Finance Office

RECOMMENDED ACTION: Authorize the City Manager to execute the MOU extension with Montpelier Public Schools as amended for FY18.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Keep Montpelier Affordable for residents
- B: Maintain excellent services
- D: Create and maintain a healthy environment for housing and economic growth
- E: Maintain a healthy community for people

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: During FY2017, the Recreation Department transitioned from school to city operations. An initial MOU was established outlining the costs for services performed by each entity. The extension modifies the existing MOU by adjusting for inflation and increasing the payment to the city by 2.8% for FY18

SUPPORTING DOCUMENTS: Original MOU and addendum for FY18

INTERESTED PARTIES: City Council, Voters, City Staff

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

**Memorandum of Understanding
Between the
Montpelier School Department and the City of Montpelier**

With the transition of the Montpelier Recreation Department (hereinafter the “Recreation Department”) to City management, the Montpelier School Department (hereinafter the “School”) and the City of Montpelier (hereinafter the “City”) enter into this Memorandum of Understanding to codify the agreed to expectations, responsibilities and associated costs.

1. The School and the City have mutually supported one another for many years. It is the intention that each continue to provide specific support to the other as the management of the Recreation Department transitions to the City.
2. The School has a unique opportunity to provide the Recreation Department with space to conduct recreational programming, such space that is otherwise not available in the City of Montpelier. The School also has unique access to Montpelier families and therefore can assist the Recreation Department with communications.
3. The Recreation Department has staff and equipment available to support the School in maintaining the exterior of their facilities.
4. As related to the use of space, the School will:
 - a. Provide space for current Recreation programming at Union Elementary School, Main Street Middle School, and the High School.
 - b. Provide space for anticipated additional Recreation programming at Union Elementary School, Main Street Middle School, and the High School.
 - c. The Recreation Department will receive priority scheduling over all other outside groups.
 - d. In exchange for this the City will pay the School \$25,783.00 for current programming and \$9,000.00 for anticipated relocated programming in FY17.
5. As related to communicating about Recreation programming, the School will:
 - a. Provide communications support to Recreation including the ability for Recreation to distribute programming materials to students and families, on the School’s website and social media accounts, and, if needed, through other communications methods if appropriate.
 - b. In exchange for this the City will pay the School \$1,000.00 in FY17.
6. As related to the use of recreational space, the City through the Recreation Department will:

- a. Provide space for Main Street Middle School and High School baseball teams to practice and have games at the Recreation facilities.
 - b. The School Department will receive priority scheduling for these activities over all other outside groups with the exception of the expectations established in the Agreement between the City of Montpelier and the Mountaineers.
 - c. In exchange for this the School will pay the City \$2,500.00 in FY17.
7. As related to grounds maintenance, the City through the Recreation Department will:
 - a. Maintain the grounds (including playgrounds) at Union Elementary School, Main Street Middle School, and the High School including maintaining the needed equipment to do so.
 - b. In exchange for this the School will pay the City \$38,940.00 in FY17.
8. As related to winter grounds maintenance, the City through the Recreation Department will:
 - a. Plow the High School parking lots and conduct snow removal as necessary.
 - b. Sand the parking lots at Union Elementary School, Main Street Middle School, and the High School.
 - c. In exchange for this the School will pay the City \$8,955.00 in FY17.
9. Given the amounts indicated in sections 4 through 8, the net due from the School to the City for FY17 is \$14,612.00. Payment will be made by the School to the City twice a year. \$7,306.00 (or 50%) will be paid to the City by December 31, 2016 and \$7,306.00 (remaining 50%) by June 30, 2017.
10. Other ground and facility maintenance (including shoveling) at the Schools not specifically mentioned above is the responsibility of the School district.
11. Historically, the Recreation Department has done the scheduling of School space during non-school hours. During the term of this MOU, the School Department will take over all scheduling of school facilities.
12. The School shall indemnify, defend, and hold harmless the City of Montpelier and its agencies, officers and employees from all loss, damage, claims or injuries caused by/or arising out of the use, control and improvement of the Recreation Facilities by School students, coaches, or spectators.
13. This Memorandum of Understanding shall begin July 1, 2016 and continue through June 30, 2017, unless terminated earlier by either Party in accordance with the terms set forth herein.
 - a. **TERMINATION WITHOUT CAUSE:** Either Party may terminate this Memorandum of Understanding, without cause, by providing the other Party with

written notice of its intent to terminate sixty days in advance of the intending termination.

- b. **TERMINATION FOR CAUSE:** Either Party may terminate this Memorandum of Understanding for cause. Cause for termination shall include, but not necessarily be limited to, a violation of the terms of this MOU that is not cured or remedied within thirty (30) days, following written notice of the issue or problem. In the event either Party determines that there is cause for termination of the MOU it shall contact the other Party and provide written reasons for its position and the corrective action desired or demanded, and shall specify a time period, normally at least thirty (30) days, in which the problem or issue must be addressed and resolved. If the responsible Party shall fail to resolve or cure the problem or issue within the stated time period the non-breaching Party shall have the right to terminate its further obligations under this Agreement. The Parties agree that a termination for cause is a drastic measure that will only be implemented if the underlying issues cannot be resolved. The Parties may agree to submit a dispute to mediation before a neutral mediator.

14. Parties agree that during FY17 actual costs for the services outlined above will be tracked and this MOU will be revised in advance of FY18.

15. This Memorandum of Understanding constitutes the entire agreement between the parties. This MOU may not be modified, in whole or in part, except by a written instrument signed by an authorized agent of each party.

16. This MOU shall be governed by the laws of the State of Vermont.

On behalf of the City of Montpelier
City Manager
William Fraser

On behalf of the Montpelier School Department
Superintendent of Schools
Brian Ricca, Ed.D.

Date

Date

Addendum to Memorandum of Understanding (MOU)

This Addendum acts as an extension to the existing January 2016 MOU between the Montpelier School Department and the City of Montpelier regarding the relationship between the parties.

All original terms and conditions apply to this addendum with the following exceptions:

1. The term of the MOU discussed in paragraph 13 is hereby extended indefinitely, but the termination clauses remain in effect.
2. The amount identified in paragraph 9 of the MOU shall be increased by the contract renewal growth limit as defined in 16 VSA § 559(e)(7) and published by the Agency of Education. The amount will continue to be paid by the District twice per year on December 31st and June 30th following invoicing by the City. Based on the established limit, the total amount due for fiscal year 2018 is \$15,021 ($\$14,612 * 1.028$). Future years will be adjusted accordingly.
3. The City will continue to be responsible for paying the Recreation Department portion of the Vermont Municipal Retirement System bond as outlined in Attachment A. The school will provide the Recreation Department with a copy of each invoice when received.

On behalf of the City of Montpelier
City Manager
William Fraser

On behalf of the Montpelier School Department
Superintendent of Schools
Brian Ricca, Ed.D.

Date

Date



CITY COUNCIL Agenda Item #17-233(f)

Date: 7/26/2017

Consent X **Discussion** ____

SUBJECT: Recommendation of engineering contract award for Montpelier TAP TA14(7) (Montpelier Sidewalk Extension Project)

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Award of the engineering contract for the Montpelier Sidewalk Extension Project to VHB in the amount of \$39,725. Designate City Manager as duly authorized agent.

RELATED COUNCIL GOAL/PRIOR ACTION:

E. Maintain a healthy community for people

G. Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment

EXPENDITURE REQUIRED: \$7,945.00

SOURCE OF FUNDS: CIP

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The City of Montpelier received a Transportation Alternatives Grant from VTrans to extend the existing sidewalk on Elm Street from the City Pool to CCV. The project will install approximately 1,300' of new sidewalk.

The Public Works Department selected VHB from a list of consultants who have been pre-approved by VTrans for this type of work. VHB's proposed cost to complete permitting and design at the conceptual, preliminary, and final stages is \$39,725. This falls within the budgeted amount for this work. Based on the conditions of the Grant Agreement the City will be reimbursed \$31,780 which results in a total city expenditure of \$7,945.

SUPPORTING DOCUMENTS: None

INTERESTED PARTIES: Public Works, Montpelier Transportation Infrastructure Committee, and Recreation Department

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.



CITY COUNCIL Agenda Item #17-233(g)

Date: 7/26/2017

Consent ☒ **Discussion** ☐

SUBJECT: All- way stop analysis for the intersection of Elm Street and Spring Street.

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Implementation of all-way stop control at the intersection of Elm Street and Spring Street as recommended in the Traffic Control Assessment provided by Resource Systems Group.

RELATED COUNCIL GOAL/PRIOR ACTION:

E. Maintain a healthy community for people

EXPENDITURE REQUIRED: \$500.00 (signs, sign posts, paint)

SOURCE OF FUNDS: General Fund

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: During the public outreach process for the Route 12 Paving Project the Department of Public Works received multiple requests to investigate the possibility of implementing an all-way stop controlled intersection at Elm Street and Spring Street. Currently the Spring Street approaches (westbound & eastbound) are controlled by stop signs. This measure would keep those signs in place but also add stop signs for the Elm Street approaches (northbound & southbound).

Public Works consulted with Resource Systems Group (RSG), a local traffic engineering firm, to determine what effects the change would have in regards to how the intersection functions. RSG specifically looked at queue lengths and level of service for all of the approaches under existing conditions and if an all-way stop was implemented. The results of the study indicated that an all-way stop controlled intersection would operate with a more even distribution of delay for all of the approaches and all approaches would operate at a level of service that would be considered acceptable under VTrans policy. Also the implementation of an all-way stop would improve conditions for pedestrians crossing Elm Street which serves as a main route for students traveling to and from Main Street School and Union Elementary.

The entire Traffic Control Assessment can be viewed on the Public Works website under the subcategory "Master Planning and Studies".

SUPPORTING DOCUMENTS: Assessment Summary

INTERESTED PARTIES: Public Works, Police Dept., Fire Dept., School, Montpelier School District, and Montpelier Transportation Infrastructure Committee

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffmann", written over the "CITY MANAGER'S APPROVAL:" text.

AM PEAK HOUR (7:30 AM – 8:30 AM)

EXISTING CONDITIONS

APPROACH	LEVEL OF SERVICE	DELAY (SEC)	AVG. QUEUE (VEHICLES)	95TH PERCENTILE QUEUE (VEHICLES)
OVERALL	B	13		
SPRING EB	C	18	1	2
SPRING WB (LEFT/THROUGH)	F	57	3	5
SPRING WB (RIGHT)	A	10		
ELM NB	A	<1	0	1
ELM SB	A	5	2	4

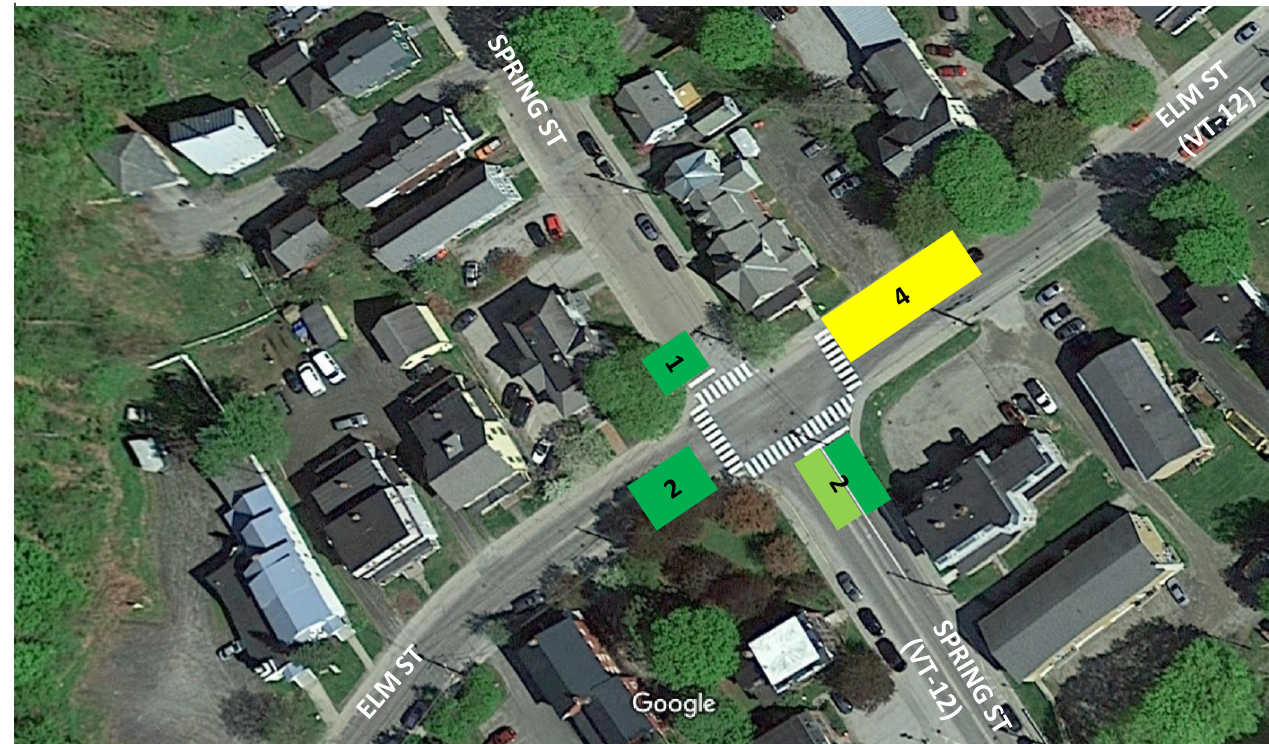
LEVEL OF SERVICE	CHARACTERISTICS	DELAY (SEC)
A	LITTLE/NO DELAY	≤10.0
B	SHORT DELAYS	10.1 - 15.0
C	AVERAGE DELAYS	15.1 - 25.0
D	LONG DELAYS	25.1 - 35.0
E	VERY LONG DELAYS	35.1 - 50.0
F	EXTREME DELAYS	>50.0

ALL-WAY STOP

APPROACH	LEVEL OF SERVICE	DELAY (SEC)	AVG. QUEUE (VEHICLES)	95TH PERCENTILE QUEUE (VEHICLES)
OVERALL	B	13		
SPRING EB	A	9	1	2
SPRING WB (LEFT/THROUGH)	B	12	2	4
SPRING WB (RIGHT)	A	10		
ELM NB	A	10	2	3
ELM SB	C	16	4	7



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Imagery ©2017 Google, Map data ©2017 Google United States 10 m

PM PEAK HOUR (4:30 PM – 5:30 PM)

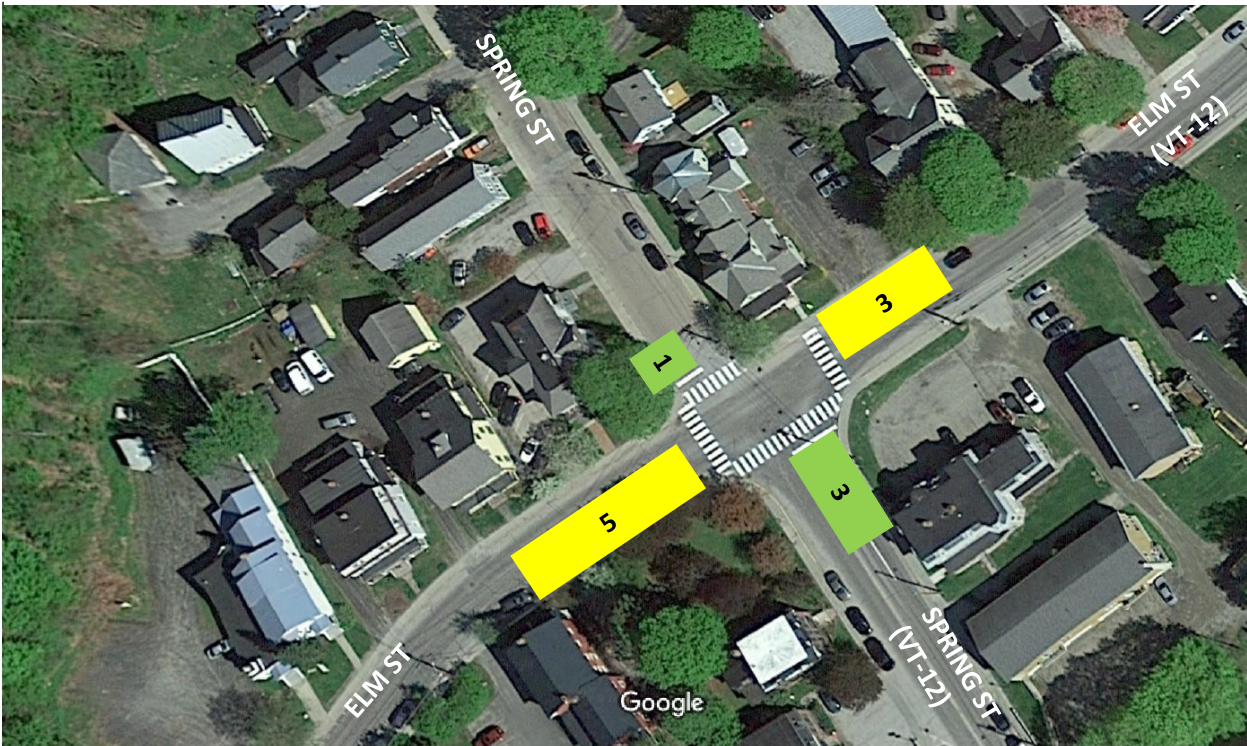
EXISTING CONDITIONS

APPROACH	LEVEL OF SERVICE	DELAY (SEC)	AVG. QUEUE (VEHICLES)	95TH PERCENTILE QUEUE (VEHICLES)
OVERALL	A	10		
SPRING EB	C	17	1	2
SPRING WB (LEFT/THROUGH)	E	48	3	8
SPRING WB (RIGHT)	B	14		
ELM NB	A	<1	1	2
ELM SB	A	6	3	6

LEVEL OF SERVICE	CHARACTERISTICS	DELAY (SEC)
A	LITTLE/NO DELAY	≤10.0
B	SHORT DELAYS	10.1 - 15.0
C	AVERAGE DELAYS	15.1 - 25.0
D	LONG DELAYS	25.1 - 35.0
E	VERY LONG DELAYS	35.1 - 50.0
F	EXTREME DELAYS	>50.0

ALL-WAY STOP

APPROACH	LEVEL OF SERVICE	DELAY (SEC)	AVG. QUEUE (VEHICLES)	95TH PERCENTILE QUEUE (VEHICLES)
OVERALL	C	16		
SPRING EB	B	10	1	2
SPRING WB (LEFT/THROUGH)	B	12	3	5
SPRING WB (RIGHT)	B	14		
ELM NB	C	20	5	9
ELM SB	C	16	3	5





CITY COUNCIL Agenda Item #17-233(h)

Date: July 26, 2017

Consent X Discussion

SUBJECT: 1 Taylor Street Real Estate Option Agreement With Downstreet Housing & Community Development

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve the Option Agreement between the City and Downstreet Housing & Community Development and authorize the City Manager to sign the agreement on behalf of the City.

RELATED COUNCIL GOAL/PRIOR ACTION: Council has been kept updated on progress regarding the 1 Taylor Street project, and has shared the goal of ensuring an affordable housing component is included in the project.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Council approval; has been reviewed by City Attorney John Riley.

BACKGROUND INFORMATION: See attached Option Agreement

SUPPORTING DOCUMENTS: See attached Option Agreement

INTERESTED PARTIES: Housing Vermont; DEW Construction Corp, Housing and Community Economic Development advocates

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

REAL ESTATE OPTION AGREEMENT

This Real Estate Option Agreement is entered into by and between Downstreet Housing and Community Development, Inc. and the City of Montpelier. In consideration of the agreements hereinafter set forth, the parties agree as follows.

1. DEFINITIONS. For the purposes of this Option Agreement, the following words and phrases have the following meanings assigned to them:
 - a. "Buyer" means Downstreet Housing and Community Development, Inc. The Buyer is a Vermont nonprofit corporation of Barre, Vermont. The Buyer is a qualified nonprofit organization as defined in Section 42(h)(5) of the Internal Revenue Code of 1986.
 - b. "Closing" means the closing of the purchase and sale of the Property in accordance with Paragraph 6 below.
 - c. "Notice" means the notice of the Buyer's election to exercise this Option that is provided for in Paragraph 5 below.
 - d. "Option" means the right of the Buyer to purchase the Property from the Seller on the terms and conditions of this Option Agreement.
 - e. "Option Agreement" means this Real Estate Option Purchase Agreement.
 - f. "Option Money" means \$10.00
 - g. "Option Period" means the period of time beginning with the Seller's execution of this Option Agreement and ending at 11:59 p.m. on the 120th calendar day thereafter unless extended by mutual agreement of the parties.
 - h. "Property" means the Seller's right, title and interest in and to certain real estate described as Unit 2 in a to be created by a proposed condominium declaration, located at 1 Taylor Street, Montpelier and as illustrated in the floor plans at Exhibit A.
 - i. "Purchase Price" means \$ 110.00_____.
 - j. "Seller" means City of Montpelier.
2. OPTION. The Seller grants to the Buyer the sole and exclusive right and option throughout the Option Period to purchase the Property for the Purchase Price.

3. CONSIDERATION FOR THIS OPTION. The Buyer has paid the Option Money to the Seller as the consideration for this Option, and the Seller acknowledges receipt of the Option Money.
4. HUD REVIEW. The Buyer intends to obtain financing with respect to the Property from the United States Department of Housing and Urban Development ("HUD"). The environmental effects of any activity carried out with federal funds must comply with the provisions of the National Environmental Policy Act of 1969 and HUD regulations at 24 CFR Part 58, which include the completion of an environmental review. If the Vermont Department of Housing and Community Affairs provides the Buyer with a written determination at any time before the expiration of the Option Period, on the basis of a federally required environmental review and HUD's approval for release of federal funds, that it may enter into a conditional contract to purchase the Property, then the Buyer and the Seller may enter into a Purchase and Sale Agreement for the Property and a Development Agreement with the City. The Purchase and Sale Agreement and Development Agreement will replace this Option Agreement and this Option Agreement will thereafter become null, void and of no force or effect.
5. EXERCISE OF OPTION. The Buyer may exercise this Option at any time during the Option Period by giving the Seller written notice of its election to exercise this Option. The Notice shall be given by certified mail addressed to the Seller at its address set out below in Paragraph 14, or at such other address that the Seller provides to the Buyer in writing. Notice shall be deemed to have been given on the date on which the Buyer delivers the notice to the United States Postal Service for mailing. Buyer will simultaneously email the Notice as a pdf attachment to the attention of the Montpelier City Manager at the address set forth in Section 14.
6. CLOSING. If the Buyer exercises this Option, the Closing shall take place at the Buyer's offices at 10:00 a.m. on the 20th business day after the day on which the Notice is mailed, or at such other time and place as the parties may agree. At the Closing, the Seller shall deliver to the Buyer:
 - a. a binding resolution in recordable form, authorizing the Seller's transfer of title to the Property to the Buyer and appointing an individual to execute all transfer documents for the Seller;
 - b. a Warranty Deed in the usual Vermont form, sufficient to convey marketable title to the Property;
 - c. a completed Vermont Property Transfer Tax Return;
 - d. if the conveyance of the Property is subject to the Vermont Land Gains Tax, a certificate issued by the Vermont Department of Taxes certifying the amount of

the Vermont Land Gains Tax due or certifying that no such tax is due on account of the conveyance;

- e. a discharge and/or termination statement of any mortgage, security interest, lease, lien or other encumbrance affecting the title to the Property;
 - f. any affidavits, reports or other documents that may be reasonably required by Vermont Attorneys Title Insurance Corporation as a condition to its issuing an owner's title insurance policy with respect to the Property on terms acceptable to the Buyer; and
 - g. without additional expense to the Seller, such other instruments as the Buyer may reasonably request to carry out the purchase and sale of the Property.
7. PURCHASE PRICE. At the Closing, the Buyer shall pay the Purchase Price to the Seller by bank check or by wire transfer at the Seller's election. The Option Money shall be credited towards the Purchase Price.
8. PRORATED EXPENSES. At the Closing, the following expenses and adjustments shall be borne by the Seller or the Buyer as follows:
- a. Real Property Taxes: none;
 - b. Title Search: the Buyer;
 - c. Vermont Property Transfer Tax, if any: the Buyer;
 - d. Preparation of Transfer Documents: the Seller;
 - e. Vermont Land Gains Tax, if any: the Seller; and
 - f. Land Use Change Tax, if any: the Seller.
9. ACCESS TO THE PROPERTY.
- a. The Seller hereby authorizes the Buyer and the Buyer's agents, employees and invitees to enter onto the Property for the purpose of making such inspections, tests, surveys and other studies that the Buyer decides in its sole discretion are necessary..
 - b. the Buyer shall at its expense repair any damage to the Property that may result from conducting of any such inspections, tests, and studies and will hold Seller harmless from any loss or damage arising from such inspections, tests, and studies..

10. REPRESENTATIONS AND WARRANTIES OF THE SELLER. The Seller hereby represents and warrants to the Buyer that:

- a. the Seller is a municipality which has been duly organized and is validly existing and in good standing under the laws of the State of Vermont and has the full power and authority to consummate and carry out the transaction contemplated by this Option Agreement and to enter into, execute and deliver any instruments and agreements reasonably necessary therefor;
- b. the Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by the Seller's creditors; or (iii) suffered the appointment of a receiver that could take possession of all or substantially all of the Seller's assets;
- c. the Seller has no knowledge of any litigation or claim, pending or threatened, against the Seller that would have an adverse effect on the Property, the Seller's ability to convey the Property pursuant to this Option Agreement, or any successor owner of the Property;
- d. the Seller has disclosed to the best of its knowledge all environmental reports relating to the Property; and
- e. the Seller will be the record owner of marketable title to the Property at the Closing.

11. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller that:

- a. the Buyer is a non-profit corporation duly organized and in good standing under the laws of the State of Vermont and has the full power and authority to consummate and carry out the transaction contemplated by this Option Agreement and to enter into, execute and deliver any instruments and agreements reasonably necessary therefor; and
- b. the Buyer is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditor's rights.

12. ASSIGNMENT. The Buyer may assign this Option and its rights hereunder to Housing Vermont, 100 Bank Street, Burlington, VT 05401 or to a limited partnership created for the purpose of owning a multifamily affordable housing project, in which the Buyer is a general partner.

13. COMMISSIONS AND FEES. The parties represent to each other that no real estate broker, agent or finder was the competent producing cause of this Option Agreement. Each party shall indemnify and hold harmless the other party from and against, and shall pay the legal expenses the other party incurs in connection with, all claims or demands made by any real estate agent, broker or finder claiming by, through, or under such party.
14. NOTICES. Any notice or other communication other than the Notice provided for in Paragraph 5 above that is to be given hereunder shall be in writing and delivered by certified mail, or sent by reliable electronic means, or sent by nationally recognized overnight courier to such party at the address set forth below:

If to Seller: William Fraser
City of Montpelier
City Hall, 39 Main Street
Montpelier, VT 05602

with a copy by email to: _____

If to Buyer: Eileen Peltier
Downstreet Housing & Community Development
10 Keith Ave, Ste 100
Barre, VT 05641

15. RECORDING. This Option Agreement shall not be recorded in the land records. The Buyer may, at its election, prepare and record a notice of the existence of this Option Agreement. The Seller shall execute and acknowledge the notice if the Buyer so requests.
16. ENTIRE AGREEMENT; AMENDMENT. This Option Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Option Agreement may not be amended, waived or discharged except by an instrument in writing executed by the Buyer or its assignee and the Seller.
17. BINDING EFFECT. This Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

EXECUTED on _____, 2017.

(Buyer)

(Seller)

by: _____
authorized agent

by: _____
authorized agent

STATE OF VERMONT
_____ COUNTY, ss.

At _____ in said County and State _____ personally
appeared this _____ and acknowledged that his/her execution of the foregoing
Real Estate Option Agreement was his/her free act and deed and the free act and deed of

before me, _____
Notary Public

STATE OF VERMONT
_____ COUNTY, ss.

At _____ in said County and State _____
personally appeared this _____ and acknowledged that his/her
execution of the foregoing Real Estate Option Agreement was his/her free act and deed and the
free act and deed of _____,

before me, _____
Notary Public



CITY COUNCIL Agenda Item #17-233(i)

Date: July 26, 2017

Consent X Discussion **Time Sensitive**
(outlined below)

SUBJECT: Ratification of DPW Union contract for July 1, 2017 through June 30, 2020.

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Authorize the City Manager to sign the collective bargaining agreement between International Union of Engineers Local 98 (AFL-CIO) and the City of Montpelier and to make any necessary final adjustments.

RELATED COUNCIL GOAL/PRIOR ACTION: B: Maintain excellent services

EXPENDITURE REQUIRED: Personnel Expenses

SOURCE OF FUNDS: General, Water, Sewer, CSO, District heat funds in budget.

LEGAL REQUIREMENTS: The current collective bargaining agreement with the DPW Union expired on June 30th. City must bargain in good faith for a successor agreement.

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Proposed Contract

INTERESTED PARTIES: DPW Union members

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MONTPELER

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 98**

JULY 1, ~~2014~~2017 THROUGH JUNE 30, ~~2017~~2020

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This Agreement between the City of Montpelier (the "City" or "Employer"), acting by and through its Manager, and the International Union of Operating Engineers, Local 98, (the "Union").

W I T N E S S E T H :

1. PREAMBLE.

1.1 This Agreement is designed to increase employee productivity and efficiency, and incorporates the terms of understanding between the parties pursuant to the authorizing provisions of the state collective bargaining law.

2. DUTIES OF EMPLOYEES.

2.1 **Duties and Responsibilities.** Every employee shall fulfill to the best of the employee's ability the duties and responsibilities of the employee's position. The employee shall, during the employee's hours of duty, and subject to such other laws, rules and regulations that pertain thereto, devote the employee's full time, attention, and efforts to the employee's office and employment. The employee shall not use the employee's position to secure special privileges or exemptions for the employee or others. The employee shall not use City property or equipment for the employee's private use or any use other than that which serves the public interest, without permission of the Supervisor of the Division.

2.2 **Confidential Information.** An employee shall not disclose confidential information gained by the employee by reason of the employee's official position except as authorized or required by law, nor shall the employee otherwise use such information for the employee's personal gain or benefit.

3. RECOGNITION.

3.1 In accordance with the Certification of the State Labor Relations Board, dated June 16, 1980, as amended, the City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for the five (5) Divisions of the Department of Public Works and the position shared with the Cemetery:

1. Street Division;
2. Equipment Division;
3. Water Division;
4. Sewer Division.
5. Wastewater Division

Exclusions:

- The Department of Public Works Director;
- Assistant Director of Public Works ;
- Engineer;
- Public Works Supervisors;
- Water Filtration Plant Employees;
- City Hall Custodian;
- Administrative Assistant

3.2 It shall be considered a violation of this Agreement for the City, through its Manager, Mayor, City Council or any Council Member, to negotiate with or make individual agreements with employees or groups of employees covered by this Agreement, except with the express prior consent of the Union. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, the Mayor, City Council or any Council Member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

4. MANAGEMENT RIGHTS.

4.1 Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, City Council, Department and Division heads, and all other management personnel reserve and retain all rights granted by law customarily belonging to or exercisable by public management.

5. SAFETY COMMITTEE.

5.1 A safety committee shall be appointed. The committee shall be composed of eight (8) members. The union shall be represented by one (1) representative from the Street Division, one (1) representative from the Equipment Division, one (1) representative from the Water and Sewer Divisions, and one (1) representative of Wastewater Division combined. The Shop Steward shall be one of three (3) union representatives on the committee, provided that the Assistant Shop Steward is not from the same Division as the Shop Steward. The City shall be represented by four (4) supervisory personnel. Said committee shall appoint its own chairman and meet at least semi-annually to review safety practices. The City shall attempt to comply with such safety codes as may be drawn up by the safety committee and approved by the City Manager.

6. MISCELLANEOUS PROVISIONS.

6.1 **Bulletin Board** Announcements shall be posted in conspicuous places. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards

6.2 Should any provision of the Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

6.3 **No Discrimination** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, religion, ancestry, national origin, sexual orientation, or place of birth, or against a qualified disabled individual, and that all covered employees shall receive the full protection of this Agreement'

6.4 **Access to Premises** The Employer agrees to permit representatives of the International Union of Operating Engineers, Local 98, to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives notify the City prior to their arrival as to when they will be present on the premises and do not interfere with the performance of duties assigned to the employees

6.5 The Union agrees that during the life of this Agreement, there will be no striking, picketing, or stoppage of work, and the City agrees that there will be no lock out.

7. SHOP STEWARD.

7.1 One of the employees will be elected shop steward by the Union to attend to the interest of the Union. Any dispute or grievance concerning terms or conditions of employment shall be taken up by the steward with an Employer Supervisor. The Employer shall be furnished the name of the Union Steward immediately after his designation, and the Union shall notify the Employer of any change. The above shall be granted reasonable time off with pay at the discretion of management during working hours to investigate and settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible.

8. PAYROLL DEDUCTION OF UNION DUES.

8.1 (a) The City agrees to deduct Union dues bi-weekly from the pay of employees who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local 98, as designated in writing to the City by the Union.

(b) In the event the employee does not have any pay for a particular period, or in the event the employee does not have sufficient sum due him after deductions have been made for taxes, social security, pension, medical insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

(c) The City of Montpelier and the International Union of Operating Engineers Local 98 agree that if any employee covered by Section 8.3 of Article VIII of the agreement between the City of Montpelier and the International Union of Operating Engineers Local 98 effective the 1st day of July, 1997, does not pay the agency service fee or any portion thereof because the employee alleges that the payment or expenditure of said fee or any portion thereof is in violation of applicable federal or state law, the employee shall not be subject to discipline until such time as there has been a final judgment by a court of competent jurisdiction, including any appeal. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon payroll deductions in accordance with authorization cards submitted by the Union to the City.

(d) Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted.

8.2 Any employee who becomes a member of the Union shall be required, as a condition of employment, to maintain Union membership during the life of this Agreement.

8.3 **Agency Service Fee** (a) Employees are not required to join the Union as a condition of employment, but non-probationary employees covered by this Agreement who elect not to join the Union shall, during the term of this Agreement, pay an agency service fee in an amount not to exceed the Union dues. Upon written notice from the Union that an employee has not paid the agency service fee as aforesaid, such employee will be subject to such discipline, including discharge, as the City deems appropriate. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section.

(a) All employees will be cautioned not to interfere with the rights of each other as they relate to union and non-union activities.

(b) This section (8.3) shall be subject to the Constitution and laws of the United States of America and the State of Vermont.

9. DISCRIMINATION AND COERCION.

9.1 There shall be no discrimination by either Union or Employer against any employee because of his activity, membership or non-membership in the Union. If an agent of the City gives an order, that employee is expected to obey the order and grieve later. Refusal to comply with this standard shall constitute insubordination.

10. GRIEVANCE AND ARBITRATION PROCEDURE.

10.1 (a) A grievance is defined as a question of interpretation or application of the express written provisions of this Agreement and shall be processed as follows:

STEP 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within three (3) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days of receiving the grievance.

STEP 2. If the grievance still remains unadjusted, it shall be presented to the Director of Public Works in writing within three (3) working days after the response of the Supervisor is due. The Director shall conduct a hearing allowing all interested parties to be heard and to call and cross examine witnesses, and shall respond in writing within ten (10) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the City Manager in writing within three (3) working days after the response of the Director of Public Works is due. The City Manager shall meet with the grievant and his Union representative within five (5) working days after receipt of the written grievance. The City Manager shall respond in writing within ten (10) working days after the meeting.

(b) If the grievance is still unsettled, the Union, and not any individual employee(s), may request arbitration in writing within ten (10) working days after the response of the City Manager is due. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel provided by the American Arbitration Association (AAA), in which event the arbitration will be conducted under the rules of the AAA. The expenses for the arbitrator's services will be shared equally by the City and the Union. Notwithstanding any contrary provision of the submission agreement to the AAA or of the rules of the AAA, the arbitrator's decision shall be binding. The arbitrator shall have no power to add to, subtract from, alter or modify the express written provisions of this Agreement, nor to give effect to any practice not expressly guaranteed by the written language of this Agreement.

(c) If a grievance is not presented within the time limit set forth in Step 1, or in the case of a suspension without pay or dismissal within the time limit set forth above for submitting such grievances at Step 2, it shall be considered waived. If a grievance is not appealed to Step 2, 3 or 4, or if arbitration is not

requested within the specified time limit, it shall be considered settled on the basis of the City's last response. Any time limit set forth above may be extended by mutual agreement in writing signed by both parties to this Agreement.

ACKNOWLEDGMENT OF ARBITRATION

The International Union of Operating Engineers, Local 98, (hereinafter called the "Union") and the City of Montpelier, (hereinafter called the "City") understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the Arbitration Agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the City agree to submit any such dispute to an impartial arbitrator.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 98**

CITY OF MONTPELIER

By: _____
City Manager

11. SENIORITY.

11.1 Seniority means length of service by bargaining unit or by classification as specified in this Agreement.

11.2 A new employee shall serve a probationary period of not less than six (6) months provided, however, that three of those months are December, January and February. However, in no event shall an employee serve a probationary period of more than twelve (12) months. At the end of the employee's probationary period, the employee's seniority shall be computed back to the first day of employment.

11.3 Seniority shall be broken and an employee is considered to have voluntarily quit:

- (a) If absent without notifying the employee's supervisor's office within three (3) working days, or for false reasons of leave of absence. It is understood that an employee should notify the employee's supervisor's office prior to any absence unless it is not possible for the employee to give such prior notice; or
- (b) Failure to return to work within three (3) working days after the expiration of a leave of absence.
- (c) Seniority shall also be broken when an employee resigns or is terminated from his or her position with the Department.

11.4 Employees of the Wastewater treatment plant shall begin to accrue bargaining unit seniority for all purposes related to the CBA as of the date of execution of the Memorandum of Agreement, i.e. April __, 2009. For purposes of layoffs within the Wastewater Treatment Plant, employees with the same bargaining unit seniority shall be laid off in reverse order of their date of hire with the City. Bumping rights for employees of the Wastewater Treatment Plant to bargaining unit positions outside the Wastewater Treatment Plant shall be based solely on bargaining unit seniority.

12. POSTING AND PROMOTION PROCEDURES

12.1 When the Employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. If an employee applies in writing within the seven (7) day posting period, then within thirty (30) days after the expiration of the posting period, the Employer will make its decision on selection.

When in the sole judgment of the Employer, qualifications, ability and reliability of all applicants, including persons from outside the bargaining unit, are relatively equal, bargaining unit seniority shall be the determining factor.

12.2 When a job vacancy is a class eleven (11) or higher, the City will make every effort to fill the position with a permanent employee having two (2) or more years of service.

12.3 **Application** – Employees will have an opportunity during their semi-annual performance evaluations to discuss with their supervisor an application for promotion to a higher classification based on their capabilities in the areas described in the chart for their appropriate division. An employee who believes that he/she is capable of performing in all areas at the level required of a higher grade position shall submit a written application to the Director on a form approved by the City and Union.

12.4 **Evaluation** - Within thirty (30) days following receipt of an application for promotion, the Director shall meet with the employee and his supervisor to discuss the application for promotion and to review the qualifications of the employee for the higher classification. If the Director is satisfied that the employee meets the requirements for the new position, he shall notify the employee, who shall be promoted to the new classification. In the alternative, the Director may schedule a proficiency evaluation for employees seeking “capable” or proficient” designation in a skill set for a higher position.

12.5 **Review Panels** – In cases where the Director schedules a proficiency evaluation, a review panel consisting of a minimum of two and no more than five evaluators shall be convened to determine proficiency in appropriate areas. The Panel will consist of the employee’s immediate supervisor and a peer trainer or an outside evaluator selected by the Director or his designee and skilled in the operation of the appropriate equipment. The panel shall review the employee’s qualifications and training, and conduct appropriate skills tests as deemed necessary by the Panel. The results of the review and skills testing, along with the Panel’s recommendation, shall be provided to the Director, who shall approved promotions based on positive recommendations from the review panel. Copies of the review and skills testing, along with the Director’s determination, shall be provided to the employee. An employee who is determined not qualified for the promotion shall be provided a list of areas and equipment needing improvement, and shall be entitled to reapply for promotion in six (6) months following the previous determination.

12.6 **Training** – Employees interested in furthering their skills so as to qualify for promotion may

request training on specific equipment or functions to help provide depth of skills within the Department. Such requests shall be made in writing to the employee's immediate supervisor. The City will make training opportunities available to employees requesting it, including periodic training on equipment on a rotating basis, as well as training on equipment at other training facilities, and shall establish training schedules for such employees. Training on equipment shall be balanced with project production, and shall be subject to the operating needs of the Department as well as budgetary considerations. Employees will also be expected to train on equipment on their own time. The City shall allow employees to use equipment after work hours on their own time in order to facilitate such training. Any such training will be done consistent with safety rules agreed to by the parties.

12.7 **Voluntary** - The parties acknowledge that the promotional opportunities provided herein are voluntary and optional for all employees as of June 30, 2014. For all employees hired after July 1, 2014, the proficiency system will be the only advancement option. No employee will be disciplined or otherwise penalized for electing not to seek promotion to a higher classified position. Furthermore, employees employed as of July 1, 2008 in specific grade classifications shall be entitled to remain in those classifications even though they may not meet the proficiency criteria in every area as reflected in the proficiency charts adopted as part of this agreement, nor shall such employees be required to become proficient in areas not previously required of them for their position. Such grandfathered employees who elect to remain in their grade level shall be entitled to continue to perform the job assignments and operate the equipment they have traditionally been assigned and operated, and shall not be involuntarily removed from such assignments or equipment.

12.8 Except as provided in subparagraph 12.7 above, employees who are promoted to higher grade classification positions shall be provided opportunities to rotate equipment and job assignments within the their new classification in order to gain experience operating equipment and performing job functions. Such rotation shall be on an equal basis on a schedule agreed upon by the Department and the Union.

12.9 The proficiency schedule used to determine promotion pay rates will be incorporated into this contract as an appendix. The schedule may be changed by the labor management committee during the life of the contract.

13. VACATIONS.

13.1 **Entitlement.** Each permanent employee in a full-time position shall accrue vacation days with pay on the end date of the final payroll of each calendar month as follows:

- (a) A new employee shall not accumulate nor use vacation days during the first six months of employee's probationary period. After six months, an employee may use vacation time which will be earned according to paragraphs (b) and (c) in this section. If the employee leaves employment prior to completion of their probation period, they will not be eligible for any payout of accumulated vacation time.
- (b) Upon successful completion of the employee's probationary period, an employee will be credited with one (1) vacation day for each month of the employee's probationary period, except that an employee will not be credited with a vacation day for any month that the employee is off payroll in accordance with 13.3
- (c) An employee with more than six (6) months but fewer than seven (7) years of full-time employment shall accrue vacation days at the rate of one (1) day per completed calendar month of employment. Total accumulation may not exceed thirty (30) days.
- (d) An employee with seven (7) or more years, but fewer than fourteen (14) years, of full-time employment shall accrue vacation days at the rate of one and one-half (1.5) days per completed calendar month of employment. Total accumulation may not exceed thirty-five (35) days.
- (e) An employee with fourteen (14) or more years of full-time employment shall accrue vacation days at the rate of two (2) days per completed calendar month of employment. Total accumulation may not exceed forty (40) days.

13.2 Vacation Scheduling. Vacation days shall not be advanced for use prior to their being earned. Vacation scheduling is the exclusive prerogative of the department heads. Leave must be requested in advance by the employee and is subject to approval by the department head. Vacation scheduling, including, but not limited to any approval of an employee's request for vacation time, shall be subject to the operating needs of the department during the requested vacation period. Selection of vacation shall be on a first come, first served basis. However, if three or more employees make requests on the same day for the same time off, seniority will prevail; except that if confirmed reservations have been made by an employee(s) with written proof of confirmation, the employee(s) with the earliest confirmation(s) will prevail. A notice of no more than two (2) days will be required when an employee requests up to two (2) days. The department shall inform the employee of its approval or denial of the employee's request for vacation time within a reasonable time following such request.

Calculating Vacation Days in the Case Of:

- (a) **Re-employment.** Except in the instance of lay-off, an employee rehired by the City shall not receive credit for prior City employment in establishing the employee's rate of vacation day accrual. An employee re-employed under the provisions of Article 20 shall receive credit for prior City employment in establishing the employee's rate of vacation day accrual, but shall not accrue vacation days for the period which the employee was not on the payroll.
- (b) **Military Leave.** An employee who is granted military leave shall receive credit for time served in the military in computing total years of full-time employment for the purposes of determining the rate of vacation day accrual, but shall not accrue vacation days while on military leave.
- (b) **Off Payroll.** An employee on paid leave as outlined in Section XV (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue vacation leave for that month.
- (d) **Adverse Weather Conditions.** An employee who is not able to report to work or leaves early with permission when practical, due to storm conditions or impassable roads shall have this absence charged to vacation hour for hour.

13.4 Terminal Vacation Pay. Upon separation in good standing from the employ of the City of

Montpelier, the employee shall be entitled to pay for any accrued vacation time which remains unused.

13.5 **Terminal Vacation Pay Disallowed.** Terminal vacation pay for unused vacation time shall not be allowed to any employee who is summarily dismissed from employment with the City or who resigns or quits employment without proper notice.

13.6 **Vacation Pay in Case of Death.** If an employee dies when in the employ of the City of Montpelier, the employee's vacation time and earned wages shall be paid as follows:

- (a) To a beneficiary whose name has been filed by the employee with the office of the City Treasurer.
- (b) If no beneficiary is named, then to the surviving spouse.
- (c) If no beneficiary is designated, and the employee is not survived by a spouse, then to the estate of the deceased employee.

13.7 **Vacation Pay Option.** An employee whose employment is terminated other than for dismissal for cause and who gives two weeks notice to the Public Works Director shall receive pay for this unused vacation time in accordance with sections 13.4 and 13.5 or elect to receive credit for the value of the accrued vacation time for payment of future medical insurance premiums through the city's medical insurance plan.

14. PAID HOLIDAYS.

14.1 **Official Legal Holidays.** The official paid legal holidays of the City of Montpelier are hereby established as follows.

• New Year's Day	January 1 st
• Martin Luther King, Jr.'s Birthday	3 rd Monday in January
• Washington's Birthday	3 rd Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4 th
• Labor Day	1 st Monday in September
• Columbus Day	2 nd Monday in October
• Veterans Day	November 11 th
• Thanksgiving Day	4 th Thursday in November
• Christmas Day	December 25 th

14.2 **Entitlement.** Subject to the provisions of Section 14.6 herein, the employees of the City of Montpelier shall be eligible to receive pay for the official legal holidays as herein established computed on the regular base pay rate of the employees.

14.3 **Working a Holiday.** In the event that work is required of any employee on any of the scheduled official holidays, that employee shall be paid time and one-half for all hours worked on said holiday plus holiday pay computed at the employee's regular base rate of pay. In addition, in the event that an employee is required to work December 25th, and/or Thanksgiving Day, the employee shall receive a bonus of fifty dollars (\$50.00) for each of the aforesaid days worked.

14.4 **Vacation.** If an employee takes the employee's earned vacation during a period which includes an official legal holiday, the employee shall not be charged a vacation day for that holiday.

14.5 **Weekend.** If any holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Employer may designate the preceding Friday or the following Monday as the holiday, or may designate Friday for some employees and Monday for others. The Saturday holiday will fall on Friday except in extenuating circumstances, such as but not limited to snow storms, broken or frozen pipes, etc.

14.6 **Work Requirement.** In order to be eligible for holiday pay, the employee must work the regular work day prior to and following an official legal holiday, unless the employee is on legitimate sick leave, injury leave, bereavement leave, incidental leave, or vacation.

15. LEAVES OF ABSENCE WITH PAY.

15.1 Professional Purposes. A leave of absence with pay may be granted by the City Manager to any employee to permit the employee to attend in-service training schools, professional meetings, professional conferences or conventions, or for any other justifiable reason considered in the best interests of the City of Montpelier. The maximum allowable leave with pay shall be thirty days in any fiscal year for any one employee.

15.2 Bereavement Leave. Each permanent and probationary employee may be entitled to a maximum of five (5) days emergency leave of absence with pay because of death in the immediate family of the employee. Such emergency leave may be granted by the department head upon approval of the City Manager. The immediate family shall mean parents, spouse, civil union partner, sisters, brothers, children, grandparents, grandchildren, mother-in-law and father-in-law of the employee. Emergency leave of absence with pay, not to exceed three (3) days in any instance, because of the death of a brother-in-law, sister-in-law or a person living in the employee's household, may be granted by the department head upon approval of the City Manager.

15.3 Incidental Leave. Leaves of absence with pay which are one (1) full working day or less in duration may be granted at the discretion of the department head to any employee for dental appointments, appointments for physical examinations, transportation of sick member of the immediate family to or from a hospital or doctor's office, to perform voting privileges, to attend a funeral not covered under section 15.2 or for any other justifiable reason, not to exceed three (3) working days per year.

15.4 Jury Duty. An employee required to perform jury duty shall be entitled to a leave of absence with pay to perform such duty. An employee required to perform jury duty shall be compensated by the City at the employee's regular rate of pay for each hour of the normal work day absent for such duty.

"Compensation" by the City shall not include reimbursement for expenses. In order to receive pay from the City for leave of absence to perform jury duty, the employee, upon the employee's receipt of payment for jury service by the Federal, State or County Government, shall remit to the Treasurer's Office of the City of Montpelier such compensation received, minus travel expenses paid. An employee who is released from jury duty during the employee's regular work day shall promptly advise his/her supervisor of this fact and shall report to work as instructed.

15.5 **Military Reserve Components.** An employee who is a member of any Military Reserve Component of the Armed Forces of the United States such as the National Guard shall be entitled to a leave of absence with pay to attend the activities of such Military Reserve Component for a period of time not to exceed fifteen (15) days in any one year. The City has agreed to pay the employee the difference between military pay received and the employee's normal base bi-weekly pay for those fifteen (15) days. Weekend duty with Military Reserve Components shall be on the employee's own time but the employee shall be entitled to swap shifts with another employee in the event the employee is required to work on a drill weekend. In the event the employee is called up to active duty, the City will maintain health insurance benefits until employee has successfully transferred into U.S. Military health insurance program.

15.6 **Personal Hardship.** In case of extreme hardship, emergency leave with or without pay may be granted at the sole discretion of the Employer.

16. SICK LEAVE.

16.1 Basis for Sick Leave Credit. Each permanent and probationary employee may earn one (1) working day per full month of actual work to use as sick leave. Earned sick leave shall be with pay computed at the regular base pay rate of the employee and will accrue on the end date of the final payroll of each calendar month.

16.2 Accrual. Each permanent and probationary employee shall accrue sick leave at the rate of one (1) working day per full month of actual work. However, the maximum number of days allowed to accumulate for any one employee shall not exceed one hundred twenty (120) days. An employee on paid leave as outlined in Article 15 (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue a sick day for that month.

16.3 Requirements and Conditions. The granting of sick leave with pay shall be allowed in cases of actual sickness, hospitalization, or disability of the employee. A physician's certificate may be required from the employee to entitle the employee to pay. Any employee who abuses sick leave may be subject to disciplinary action.

16.4 Termination of Employment. Accrued sick leave shall not be payable to an employee upon voluntary or involuntary separation from employment with the City of Montpelier

16.5 Vacation Time as Sick Leave. The employees of the City may elect to use vacation time as sick leave upon approval of their supervisor, or upon the exhaustion of all accrued sick leave due the employee. Accrued sick leave shall not be used as vacation time.

16.6 Compensation for Sick Leave. An employee on sick leave shall be paid at the employee's regular base wage during the period of illness or disability. An employee who is disabled by reason of sickness or injury shall file a timely claim for coverage under the City's short term disability plan, usually not later than fourteen (14) calendar days following the onset of the disability. An employee who is eligible for benefits under the City's short term disability plan is not eligible for continued use of accrued sick leave except as follows: an employee may use accrued sick leave or other accrued paid leave to make up the difference between the employee's regular base weekly wages or salary and the payment received under the City's

short term disability plan.

The City shall provide Long Term Disability Income Insurance for regular employees. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan. An employee who is eligible for benefits under this plan may not use accrued sick leave to supplement the maximum monthly benefits under this insurance program.

The Department Head shall receive a copy of the employee's attending physician's statement of continuing disability every thirty (30) days or request the one be obtained.

Sec. 16.7 FAMILY LEAVE AND PARENTAL LEAVE.

The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law.

(1) "Family Leave" means a leave of absence from employment for one of the following reasons:

(A) The serious illness of the employee.

(B) The serious illness of the employee's child, stepchild, or ward who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

"Parental Leave" means a leave of absence from employment for one of the following reasons:

(A) The birth of the employee's child.

(B) The initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

"Serious Illness" means an accident, disease or physical or mental condition that:

(A) poses imminent danger of death;

(B) requires inpatient care in a hospital; or

(C) requires continuing in-home care under the direction of a physician.

(2) LEAVE.

During any consecutive 12-month period, an employee shall be eligible to take unpaid leave for a period not to exceed 12 weeks.

(1) for parental leave, during the employee's pregnancy and following the birth of an employee's child or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

(2) for family leave, for the serious illness of the employee or the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

(3) during the leave, the employee may use accrued sick leave or vacation leave, not to exceed twelve weeks, consistent with the existing policy. The utilization of accrued vacation leave shall not extend the leave provided herein.

The full text of the state law is available in the City Manager's Office or from Department Heads.

16.8 Notification. In order to be eligible for paid sick leave, the employee shall notify the department head at least twenty-four (24) hours prior to hospitalization or home confinement for medical reasons upon instructions from a physician. In the event that sickness, hospitalization, or disability occurs so as to prevent the employee from notifying the employee's department head in advance, the employee shall cause notification to be sent to the department head not more than two (2) hours after the time set for reporting for the employee's regular duties.

16.9 Incentive. (a) Each calendar year an employee who experiences less than twenty-four (24) hours loss of time due to any reason chargeable to sick leave within a ~~six~~three-month period (January 1st-March 31st, April 1st – June 30th, July 1st – September 30th ~~June 30th~~ and/or July-October 1st-December 31st)

shall be granted a bonus payable on the second regular payday in January, or the second regular payday in April, or the second regular payday in July, or the second regular payday on October as follows:

- Less than ~~eight~~ four (84) hours sick leave used in defined ~~six~~ three-month period: ~~\$100~~ 50.00;
- Less than ~~sixteen~~ eight (168) hours sick leave used in defined ~~six~~ three-month period: ~~\$50.00~~ 25.00;
- Less than ~~twenty four~~ twelve (2412) hours sick leave used in defined ~~six~~ three-month period: ~~\$25.00~~ 12.50.

(b) An employee shall be eligible for ~~two~~ four payments each calendar year, which payment shall be for the least number of sick leave hours used within the previous ~~six~~ three-month period. Each calendar year commencing January 1, 1990, an employee who experiences less than forty-eight (48) hours loss of time due to any reason chargeable to sick leave, except for worker's compensation, may accrue compensatory time off, during the following calendar year, in addition to the forty (40) hours limit set forth in Section 22.2, but otherwise in accordance with Section 22.2, as follows:

- Less than 32 hours - 20 hours of additional compensatory time off;
- Less than 40 hours - 15 hours of additional compensatory time off;
- Less than 48 hours - 10 hours of additional compensatory time off.

(c) This paragraph allows an employee to accrue only one amount of additional compensatory time off under Section 22.2, which amount shall be for the least number of hours of sick leave used.

16.10 Each calendar year commencing January 1, 1998, an employee who has accumulated 120 days of sick leave at any time during a calendar year and who has 120 days of accumulated sick leave at the end of that calendar year (December 31st) shall be eligible to receive a bonus for that calendar year as follows:

An employee who, during a calendar year, experiences less than twenty four (24) hours loss of time due to any reason chargeable to sick leave, shall be granted a bonus, in accordance with the following schedule, payable on the second regular pay day in January of the following year:

- Less than 8 hours - \$500.00;
- Less than 16 hours - \$250.00;
- Less than 24 hours - \$150.00

(d) An employee shall receive only one payment under this section, which payment shall be for the least number of sick leave hours used. The bonus provided in this Section shall be in lieu of and not in addition to the bonus set forth in Section 16.9 (a).

17. PERSONAL DAYS.

17.1. (a) Each employee shall be eligible for two (2) personal days during the calendar year. The employee shall request and receive prior approval from the department head for the date of the personal day, but a request for Town Meeting Day cannot be denied. In the case of new employees, those hired between January 1 and June 30 of a calendar year shall be entitled to two (2) personal days, those hired between July 1 and December 31 of a calendar year shall be entitled to one (1) personal day. Personal days shall be one full day in length and shall not be carried over into succeeding years, nor shall unused personal days count toward terminal pay. It is the responsibility of the employee to use the employee's personal days prior to December 31st of each calendar year.

(b) An employee who has 20 years or more of continuous, active and full-time employment with the Department of Public Works shall be eligible for one additional personal day during the calendar year upon the same conditions for personal days as set forth in 17.1 (a) above.

18. WORK-RELATED INJURY LEAVE.

18.1 **Requirement.** The City of Montpelier is covered by worker's compensation for all on-the-job injuries or disabling accidents resulting during the regular course of work for the City which has rendered the employee unable to work. All injuries, whether major or minor, shall be immediately reported to the employee's supervisor or department head, who shall cause a report to be filed concerning the specific injury. Failure to report may result in loss of leave and compensation.

18.2 While eligibility for worker's compensation is being determined and prior to its payment, an employee may draw paid leave not exceeding his basic bi-weekly wage. Once worker's compensation is paid retroactive, the employee shall repay the City the difference between the aggregate of leave pay and worker's compensation received minus regular bi-weekly pay. The amount of compensation to be paid to the employee by worker's compensation insurance may be supplemented from the employee's earned leave credits so that the employee shall receive the employee's basic bi-weekly wage. Leave pay or supplementation shall continue for a period not to exceed ninety (90) calendar days. Use of sick leave as aforesaid shall not affect an employee's eligibility for a sick leave bonus under Section 16.9, provided the employee buys back the sick leave used. For the purpose of this section, "Leave" will not include accrued

compensatory time.

19. LEAVES OF ABSENCE WITHOUT PAY.

19.1 **Entitlement.** A permanent employee of the City of Montpelier shall be eligible for leave of absence without pay from his regular employment for justifiable cause upon recommendation of the department head and approval of the City Manager.

19.2 **Maximum Leave Allowable.** The maximum leave of absence without pay which may be granted to any employee from the employee's regular duties at any one time shall not exceed one (1) year.

19.3 **Request for Leave.** Requests for extended leaves of absence without pay must be made in writing to the department head, stating the purpose and length of time desired, at least fourteen (14) days prior to the commencement of such leave.

19.4 **Restoration to Employment.** Any full-time employee granted a leave of absence without pay shall be entitled to restoration to duty at the same classification and at the pay rate currently in effect subject to the provisions of Article 20. The employee shall notify the employee's respective department head in writing of the employee's intention to return to work at least fourteen (14) days in advance of the day the employee intends to commence work.

19.5 **Not to be Used as Vacation Time.** Leaves of absence without pay shall not be approved for use as an extension of vacation time but shall only be approved for justifiable reason requiring the extended absence of the employee from the employee's regular duties.

20. LAYOFF AND RECALL

20.1 **Order of Layoff.** In the event of a layoff within any job classification covered by this Agreement, the order of layoff within such classification shall be as follows:

- (a) Temporary and probationary employees will be laid off before permanent employees.
- (b) Permanent employees will be laid off by reverse seniority within the classification.

20.2 **Bumping.** An employee who is laid off within a classification, in lieu of layoff may bump into a lower classification in which the employee has previously worked in the bargaining unit and is qualified to work, or in which the employer judges the employee qualified to perform even if the employee has not previously worked therein. The employee bumped shall be either a temporary or probationary employee, if either is working, or an employee in lower classification with less bargaining unit seniority than the employee seeking to bump.

20.3 **Recall.** Employee shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the classification from which the employee was laid off, whichever first occurs. Employees shall be recalled to their classification in reverse order of layoff. The employer may recall but shall not be obligated to recall an employee to a classification within the bargaining unit which the employer judges the employee is qualified to perform. When more than one (1) employee out of classification is considered qualified for such a recall, the recall shall be offered to the employee in order of bargaining unit seniority. Seniority shall not accrue for time spent on a recall list.

21. FRINGE BENEFITS.

21.1 **Retirement.** The employees shall be members of the Vermont Municipal Employees Retirement System (VMERS) Group C with all related benefits and contribution schedules as established by VMERS. Notwithstanding the aforementioned requirement, employee Frank Ellis s in the Wastewater Treatment Plant who are members of Vermont Municipal Employees Retirement System (VMERS) Group B as of the date of execution of the Memorandum of Agreement, i.e., April __, 2009, may elect to stay enrolled as a members of Group B.

21.2 **Disability Income Insurance.** The City shall maintain programs of disability income insurance for its employees. The City shall pay the premiums for the short and long term disability insurance plans.

21.3 **Life Insurance.** The City shall maintain a program of group life insurance for employees, the premiums to be paid by the City, which shall provide each employee with \$1,000.00 of life insurance for each \$1,000.00 of base wages, or fraction thereof.

21.4 **Health Insurance** The City will continue to provide Hospital and Medical Insurance as well as Major Medical Insurance and prescription drug coverage to all employees covered by this Agreement. The City will provide the Vermont League of Cities and Towns' HDHP 2250 ValueBlue Cross/Blue Shield of Vermont CDHP Comp Blue Insurance with a \$4,000/\$8,000 deductible. Plan complimented by a Health Reimbursement Arrangement (HRA) and a Flexible Spending Account (FSA) to all employees covered by this Agreement assuming such plan is in existence. Each employee's HRA will be funded by the City on or about January 1 of each year up to \$3,0003,500 for a single person plan and \$6,0007,000 for a two-person or family plan. Such funds shall be used by employees to pay deductible and coinsurance amounts.

If the City of Montpelier chooses to continue to provide the CIGNA HDHP 2250 ValueBlue Cross/Blue Shield of Vermont CDHP Comp Blue Insurance Plan with a \$4,000/\$8,000 deductible and/or the plan exists beyond calendar year 20102017, employees shall continue to be responsible for a share of the City's cost of health insurance. The City's cost of health insurance includes both the insurance premium and full HRA \$30003,500/\$6000-7,000 Plan. The employee share share for 2011 and beyond shall be 5% for a single person plan and 20% for a two- person and family plan.

Employees shall be entitled to rollover 10% of the year-end unused employer contribution (maximum rollover

equal to \$300 for single person plan, \$600 for two person and family plan) to the individual employee's HRA. The rollover shall not to exceed the maximum employee out of pocket expense of \$500 for a single plan and \$1,000 for two-person and family plans. Individual employees will have the option of which health care plan, (i.e., single, two person or family) they want to select. For employees who participate in the City's FSA plan, the City will fund each employee's plan in an amount equal to \$250 annually, with the deposit made on or before January 15 of a given year. The City retains the right to change carriers and revise plans for life, health, and dental benefits so long as the overall net employee benefits do not decrease and comparable coverage is available.

In the event that the above described plan is not available after January 1, ~~2015~~2018, the city will convene the employee health insurance committee to recommend a replacement plan. Any new plan recommended by the committee is subject to ratification by the parties.

~~The parties agree that if the Single Payer program is fully enacted by the State of Vermont by the end of the 2016 legislative session to be effective January 1, 2017, than this contract will terminate on December 31, 2016. If a Single Payer program is not enacted by that time or does not take effect until after June 30, 2017, than this contract shall remain in effect until June 30, 2017.~~

21.5 Dental Insurance.

The City will provide Dental Insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

21.6 Section 125 Plan. The City may provide a Section 125 plan in accordance with all Federal and State Laws.

22. HOURS OF WORK AND OVERTIME.

22.1 The normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The normal five-day work week shall be Monday through Friday, but this shall not preclude the employer from scheduling a five-day work week which includes Saturday and Sunday, or both days.

22.2 (a) All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. When an employee is sent home by the employer during his regular work day after having worked long hours during an irregular schedule of snow removal or during an emergency, such time not worked shall be counted as time worked for the purpose of computing overtime. Overtime shall not be pyramided. Compensatory time off may be granted, in accordance with the Fair Labor Standards Act as amended, in lieu of time and one-half pay, if requested by the employee and agreed to by the employer. An employee may accrue up to forty (40) hours of compensatory time off. Compensatory time off must be used during the calendar year in which it is earned. If scheduled, an employee may take forty (40) or fewer consecutive hours of compensatory time off. Compensation at the regular rate earned by the employee at the time the employee receives such payment shall be paid to an employee for accrued compensatory time off not used in the calendar year in which it is earned.

(b) If an employee submits a written request at least five (5) working days before December 1st of a calendar year, the employee will be paid for all unused compensatory time on the payday next following December 1st of that calendar year. Unused compensatory time accumulated after December 1st of that year will be paid to the employee on the appropriate payday after December 31st.

22.3 The sixth (6th) or seventh (7th) consecutive day of work shall be paid at the overtime rate of time and one-half.

22.4 (a) Except for clerical personnel, whose regular work day begins at 8 am and ends at 4:30 pm, the regular work day shall be as follows:

Hours: 7:00 am to 3:30 pm, with a thirty (30) minute unpaid lunch. In the event that an employee is not required by the City to work through the employee's one-half hour lunch period, the employee will be permitted to return to the Public Works facility for the one-half hour lunch period. An employee who

works through the employee's one-half hour lunch period may, by mutual consent of the City and the employee, be allowed to leave up to one-half hour early that day. The thirty (30) minute lunch period includes travel time to and from the job site if an employee wishes to return to the Public Works facility for lunch.

(b) Individual work schedules may be established upon mutual agreement between the employee and the employer.

22.5 Although regular work shifts will normally be maintained, employees may be scheduled for periodic night work for street sweeping, accumulated snow removal, and water and sewer work outside the regular hours specified in 22.4, without giving rise to any overtime obligation. Work scheduled under this provision for street sweeping and/or street painting/line striping shall be for a minimum five (5) consecutive work days in duration.

22.6 An employee who is called back to work after having left the employee's regular place of work shall receive not less than three (3) hours pay, except that their minimum guarantee shall not apply when an employee is called in early and works through to the start of the employee's regular shift. Employees may not be paid for more than one call out minimum during the same three (3) hour period.

22.7 The City's need for and right to require overtime work are recognized. Overtime work shall be divided as equitably as practical within the division. When practicable, overtime will be requested on a voluntary basis. However, when sufficient qualified employees do not volunteer to perform the necessary work, the City has the right to require such overtime. It is understood and agreed that an employee may refuse an overtime assignment on occasion for good and sufficient reason satisfactory to the City. If an employee fails to report when the employee has agreed to work overtime, or refuses to report for overtime work when requested without satisfactory reason, the employee shall be subject to disciplinary actions as deemed necessary by the City, including, but not limited to, denial of assignment for the next overtime requirement.

22.8 (a) Whenever practicable, and subject to the operating needs of the department, an employee who reports to the employee's supervisor for work when requested by the City two (2) or more hours before the employee's shift starting time shall be granted up to one (1) hour for breakfast before 9:00 am with pay. In the event that an employee who reports to the employee's supervisor for work when requested by the City

two (2) or more hours before the employee's shift's starting time is not granted any time before 9:00 am for breakfast, then whenever practicable, and subject to the operating needs of the department, the employee will be allowed to leave work up to one (1) hour before the end of the employee's shift that day without loss of pay. Whenever practicable, and subject to the operating needs of the department, an employee who, at the request of the City, works four (4) or more hours beyond the employee's normal shift quitting time shall be granted up to one (1) hour meal break with pay.

(b) Whenever practicable, and subject to the operating needs of the department, on weekends, employees working at the request of the City shall receive a one hour paid break for every six hours worked. If an employee works through the break time, they will be paid for the break time.

22.9 Employees designated on-call by the employer shall receive on-call pay of \$175.00 per week. On-call employees shall have the use of a "beeper" to be furnished by the City. On-call employees shall be provided a cellular phone for emergency use. The City vehicle may be used in the local area in the event of a medical emergency. Employees shall not be put on-call for less than one week. All other employees are not designated on-call but may opt for "available" status.

22.10 In the event an employee reports to the employee's place of work at the employee's regular scheduled time and is sent home for lack of work, the employee shall be paid for two (2) hours at the rate to which the employee would be entitled for the employee's shift.

23. MISCELLANEOUS.

23.1 There shall be a fifteen (15) minute coffee break each day, between the hours of 9:00 am and 10:00 am.

23.2 All employee evaluations must be marked in ink. ~~Evaluation numbers shall use whole numbers and tenths of numbers.~~

23.3 (a) Duties such as salting, sanding sidewalks, sweeping sidewalks, and operating sidewalk plow, etc., shall be assigned when practical to those employees in the lower classifications.

(b) Truck Drivers (Level 10) assigned to operate light equipment, as defined by the Director of Public Works identified as follows:

- Sidewalk Plows;
- Skid Steer Loader;
- Backhoes;
- Sweeper;
- Bucket Loader;

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%) computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said light equipment. Employees classified as Equipment Operator I (Level 12) who are assigned to operate heavy equipment, as defined by the Director of Public Works on the Equipment Inventory and Replacement Schedule, identified as follows:

- Grader;
- Vactor
- Bucket Loader with Snowblower Attachment
- Excavator

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%),

computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said heavy equipment.

23.4. The differential pay provisions of section 23.3 will not apply once an employee has been formally designated as being "in training" on a piece of equipment for the purpose of pursuing promotion under Article 12.

23.5 An employee whose driver's license, including a so-called commercial driver's license, is suspended for up to and including ninety (90) days shall be given the opportunity to continue to work at the Laborer Classification in the employee's current step. If in the opinion of management, a driver's license is not necessary for the performance of the job, the employee may continue to work at the employee's current classification.

23.6. (a). Each employee shall be reimbursed for the purchase cost of work shoes or other work related clothing, approved by the City, up to the sum of ~~\$225~~250.00 per fiscal year.

(b) The City shall furnish five (5) clean uniform sets per week to each of the two (2) shop employees. A uniform set shall consist of one shirt and one pair of pants. The City will also furnish each of the two (2) shop employees one clean pair of coveralls and one clean jacket each week.

(c) The City shall furnish uniform sets to all other employees. Employees will wear appropriate attire. Proper work boots must be worn which adhere to safety requirements for the task being performed. Short pants are not allowed. Employees must wear shirts at all times. - A uniform set shall consist of five T-Shirts, five long sleeve shirts and two sweatshirts. All employees, except the Stock Records Clerk, will be required to wear uniforms.

23.7 Subject to the operating needs of the Department, an employee shall be granted an administrative day off without loss of pay on the day after Thanksgiving Day. The pay that an employee receives for such day off will be for eight (8) hours computed on the regular base pay rate of the employee. Said day off is neither a paid holiday under Article 14, nor a personal day under Article 17. An employee who is required to work that day shall receive no pay or any other benefit under Article 16 or pay under this Section. An employee who works that day shall only receive the employee's regular hourly pay and overtime, if any, as if this were a regularly scheduled work day. An employee required to work on the day

after Thanksgiving Day shall also receive one hour of time off for each hour worked between 7:00 am and 3:30 pm, to a maximum of eight hours of time off. ~~This time off must be taken before the end of the calendar year in which it is awarded.~~ The time off received under this Section will not be subject to the provisions of Section 22.2, including the cap of forty (40) hours, as it is not compensatory time off in lieu of overtime pay.

23.8 The City has the right to fill, on a temporary basis, the position of Supervisor during scheduled or unscheduled absence by the use of a bargaining unit employee. Whenever practicable, subject to the operating needs of the Department, an employee will be requested to temporarily fill the position of a Supervisor, absent due to a scheduled absence, on a voluntary basis. However, when, in the opinion of management, a qualified employee does not volunteer to perform the required work, the City has a right to require an employee to temporarily fill the position of an absent Supervisor. In the event that an employee serves as an acting supervisor for 8 consecutive scheduled work hours, the employee will receive a 5% pay rate premium applied to his/her base pay rate for those hours actually worked as the acting supervisor (exclusive of any leave time).

23.9 The City shall reimburse employees for the cost incurred in obtaining their CDLs, and for renewals, endorsements and certifications.

24. FUNCTIONS - WAGE RATES.

24.1. Wage rates for all classifications shall be as displayed in Attachment A. Pay rates will be adjusted as follows:

Effective July 1, ~~2014-2017~~ - ~~1.5~~ 1.75%

Effective July 1, ~~2015-2018~~ - ~~by an amount equal to not less than 1.5% and not more than 2.5% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2011 to March 31, 2012~~
2.0%

Effective July 1, ~~2016-2019~~ - ~~by an amount equal to not less than 1.75% and not more than 2.5% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2012 to March 31, 2013~~ — 2.25%

24.2 Salary and Wage Adjustment.

Step 1: The initial appointment for entrance or probationary level for new employees shall be at Step 1 in any classified position, unless an applicant has unusual abilities, training and experience. In such a case, an employee may be placed no higher than Step 3. An employee shall move up a step upon completion of probation, and shall be eligible for the next step movement on the first anniversary of his/her date of hire ~~following twelve (12) months at that step~~. Thereafter, step movement shall take place annually on the employee's anniversary date of hire consistent with practice.

Steps 2 through 9: ~~Employees at Steps 2 through 9 in any classified position shall remain at their step for one (1) year prior to advancement to the next step.~~ Employees will be eligible to move to the next step, subject to a satisfactory evaluation, annually on their anniversary date. Evaluations will be completed prior to the employee's anniversary date so that pay rates are changed effective with the first pay period after the anniversary date. Pay adjustments for promotion or proficiency as per article 12 will occur when earned and are not related to anniversary date adjustments.

Employees may be advanced additional steps up to Step 10 based on exceptional performance, attitude, initiative, knowledge, skill and experience. Such advancement may only be granted upon the recommendation of the Director of Public Works and approval of the City Manager

Step 10: Employees who are on Step 10 for one year shall, on each anniversary of their date of hire, receive a lump sum payment in the amount of one percent (1.5%) of their base pay.

24.3 Annual Merit Award. (a) All full time employees ~~as of the signing of this agreement shall may~~ take the ~~Functional Capacity Physical Fitness test for their specific~~ test for the CDL medical card job. ~~All full time employees hired after the signing date of this contract shall be require to take the test for the CDL medical card.~~ All employees who successfully pass this test shall be paid \$150.00. ~~Employees who are not required to have a CDL may take the Functional Capacity Physical Fitness test for their specific job and are eligible for the \$150 Merit award if they pass the test.~~

~~b) —~~ Each full time employee in any classified position who shall have served at least one year, shall be eligible for an annual merit award ~~up to \$650. in accordance with the following scale based upon the points awarded to the employee when the employee is evaluated for the annual merit award:~~

- ~~• 70 points B \$ 300.00;~~
- ~~• 75 points B \$ 400.00;~~
- ~~• 80 points B \$ 550.00; —————~~
- ~~• 85 points B \$ 650.00;~~

(c) Upon completion of each year of full-time, continuous and active employment, commencing with the year preceding the initial evaluation as set forth in Paragraph (b). The annual merit award shall not be cumulative.

(d) The annual merit award shall be granted on the basis of merit, determined through the process of evaluation of job performance, attitude, initiative, knowledge, skill and experience. Employees shall be evaluated each year within sixty (60) days after the annual anniversary of the date such employee first became eligible.

(e) The granting or revocation of the annual merit award or the failure to grant the award shall be at the sole discretion of the City each year.

24.4 Employees shall be paid on a bi-weekly basis (every two weeks). The word "bi-weekly" as used in

Sections: 8.1, 16.7, and 18.2 shall mean every two weeks.

25. GENDER.

25.1 Wherever the male gender is used in this Agreement, it shall be construed to ~~include~~ include all male and female employees regardless of gender identity.

26. ANNUAL MEDICAL EXAMINATION.

26.1 (a) The City may require each employee each fiscal year to submit to a reasonable medical examination as determined by the City at such time as determined by the City.

The general purpose of the annual medical examination is for public safety and other health requirements as they relate to the employee's ability to perform the employee's duties.

(b) The employee may select a health care provider of the employee's choice, provided that the health care provider is a Medical Doctor duly licensed to practice medicine in the State of Vermont, and further provided that the employee's selection is approved by the City, which approval will not be unreasonably withheld. The health care provider shall complete the annual medical examination determined by the City within a reasonable time.

(c) The medical examination shall be paid by the employee's health insurance provided under this Agreement to the extent of coverage. In the event that as a result of the annual medical examination, the employee exceeds the employee's allowance for usual and customary office visits under the employee's health insurance provided in this Agreement, the City will reimburse the employee for any payment by the employee not covered by insurance for usual and customary office visits, except that the total of such reimbursement shall not exceed the cost of the annual medical examination.

(d) The annual medical examination shall be scheduled by the City and the employee shall be paid the employee's straight time rate for time spent taking the annual medical examination, except as otherwise required by applicable law.

(e) The health care provider performing the annual medical examination shall certify to the City, or its designee, that the employee is able to perform the employee's duties. Such certification shall be on a form to be agreed upon between the City and the Union.

(f) Nothing contained in this article, including whether or not the employee has taken the annual medical examination or has been certified as able to perform the duties of the employee's position, shall in any way limit the right of the City to discharge an employee physically or mentally unable to perform the duties of the employee's position and the right of the City to require an employee to submit to a medical examination by a health care provider selected by the City.

27. JOINT LABOR MANAGEMENT COMMITTEE.

27.1 Meetings between representatives of the City, not to exceed three (3) in number, with representatives of the Union, not to exceed three (3) in number, shall be held semi-annually in order to discuss, but not collectively bargain, matters either party wishes to discuss relative to the workplace. Meetings may be held more frequently upon written agreement of the parties.

28. DISCIPLINE AND DISCHARGE.

28.1 (a) An employee who has successfully completed his/her probationary period shall not be disciplined or discharged except for just cause.

(b) The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

1. Impose discipline within a reasonable time after the City has actual knowledge of the offense;
2. Apply discipline with a view toward uniformity and consistency of punishment; and
3. Ordinarily employ a system of progressive discipline, in increasing order of severity:
 - First Offense ~~B~~ Verbal reprimand.
 - Second Offense ~~B~~ Written reprimand.
 - Third Offense ~~B~~ Suspension without pay.
 - Fourth Offense ~~B~~ Dismissal.

(c) Nothing in this section shall prohibit the City from bypassing discipline in differing degrees so long as it is imposing discipline for just cause. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the just cause standard. The City may repeat steps in progressive discipline, and does not have to automatically advance to the next step.

(d) Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.

(e) A written reprimand in the employee's file will be removed from the file after two (2) years, if there has been no recurrence of the type or kind of conduct giving rise to the reprimand.

29. TERM OF AGREEMENT.

29.1 **Consent of Parties.** Notwithstanding any contrary provision, this Agreement represents the full and complete agreement between the parties, and it is understood that any subject matter whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement except as the parties hereto mutually agree.

29.2 **Term of Agreement.** This Agreement shall be effective July 1, ~~2014~~2017 and shall remain in full force and effect until June 30, ~~2017~~2020 unless altered by the provisions of section 21.4. This Agreement shall automatically renew from year to year thereafter unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1st of the year prior to the anniversary date, that it desires to modify or terminate this Agreement. Negotiations for a successor Agreement shall commence as soon as possible after a timely notice.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 98**

DATED:

Member of Negotiating Committee

CITY OF MONTPELIER

Member of Negotiating Committee

BY:
City Manager

APPENDICES:

A – Wage Scale
B – Skills/Proficiency Chart



CITY COUNCIL Agenda Item #17-233(j)

Date: July 26, 2017

Consent X Discussion

SUBJECT: Authorize expenditure from Clerk's Restoration Fund for record digitizing and storage upgrades.

SUBMITTING DEPARTMENT: City Clerk

RECOMMENDED ACTION: Approve expenditure request.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: \$10,000.00 for digitizing and \$3,500.00 for storage.

SOURCE OF FUNDS: Clerk's Restoration Fund Balance

LEGAL REQUIREMENTS: No legal requirements.

BACKGROUND INFORMATION: Completes record digitizing and storage process, which began in 2013.

SUPPORTING DOCUMENTS: N/A

INTERESTED PARTIES: City Clerk; Council

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.



CITY COUNCIL Agenda Item #17-233(k)

Date: July 26, 2017

Consent X **Discussion**

SUBJECT: Consideration of a Vermont Agency of Agriculture request to reserve up to four parking spaces on State Street for two events.

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve a request by the Vermont Agency of Agriculture to reserve up to four parking spaces on two dates [Aug. 9 from 3-6 p.m., and Oct. 4 from 11-2] to allow food truck vendors to participate in the annual Farmer's Market held on the State House lawn. This is the first year the Agency is holding two Farmer's Market events at the State House.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Requests for reserving city parking spaces require Council approval.

BACKGROUND INFORMATION: This has become an annual event at the State House, bringing Vermont food and value-added products in a Farmer's Market setting to promote the "Buy Vermont" theme. Most vendors set up on the lawn or along the edges of the State House walkway, but there sometimes food trucks that need street parking. The Agency is uncertain how many – if any – vendors will need State Street space, but are asking for up to 4 spaces so they have that option. The Agency is using Governor Aiken Avenue for vendor parking, and has received permission from Montpelier Police Department to reserve 10 spaces in the Carr Lot during those hours for additional vendor parking.

SUPPORTING DOCUMENTS: N/A

INTERESTED PARTIES: Montpelier Police Department

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.



CITY COUNCIL Agenda Item #17-233(I)

Date: July 26, 2017

Consent X **Discussion** _____

SUBJECT: Consideration of a change of date of an approved street closure for the American Cancer Society's CAN Street Dinner

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve a change of date of the Langdon Street closure for the American Cancer Society's CAN Street Dinner to Tuesday, September 19, 2017, from 5:00 P.M. to 8:30 P.M.

RELATED COUNCIL GOAL/PRIOR ACTION: Council approved a Street Closure Permit Application for this event at their July 12, 2017 meeting for an original event date of August 22, 2017.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Requests for street closures require Council approval.

BACKGROUND INFORMATION: The City's new Street Closure Permit Application has a section which shows that Police, Public Works, Fire and Montpelier Alive have reviewed and signed off on these applications. Another step in the new Street Closure Policy is that if the request is for State, Main, Langdon or Elm Streets or adjacent parking lots, the City will provide public notification of both the proposed closure and the date the Council will consider this request. If this request is approved, the organizers will then provide written notice of their event to all nearby property owners.

SUPPORTING DOCUMENTS: Street Closure Application Form; Request for date change.

INTERESTED PARTIES: All property owners in the Langdon Street area; Fire; Police and Public Works

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

From: Jill Sudhoff-Guerin
To: [Jamie Granfield](#)
Subject: Re: Street closure
Date: Tuesday, July 25, 2017 1:04:43 PM

Hi Jamie,

I am writing to request a date change to my street closure permit for Langdon Street that was recently approved by the Montpelier City Council.

I would like the Montpelier City Council to please consider approving the same street closure permit, but for Tuesday, September 19th, 2017 instead of August 22nd.

The street closure permit is for a Community Street Dinner fundraiser and when I began to engage potential sponsors it was clear I needed more time to be successful and to engage the maximum amount of Community Members.

Please let me know if you have questions or concerns.

Thank you for your consideration.

Jill

Sent from my iPhone

Street Closure Permit Application

1. Event Sponsor

Name: Jill Sudhoff-Guerin	Email: jill.sudhoffguerin@cancer.org
Address: 55 Day Lane, Williston VT	
Cell Phone: 802.917.5817	Other Phone:

2. Event Details

Name of Event: ACS CAN Street Dinner	
General description of the event (1 to 3 sentences): A community dinner in which there would be one long table set out on State St. (or Langdon if State is too difficult) and Montpelier restaurants and eateries would donate the food. Plates would be shared family style. People could purchase tickets or sponsor a table.	
Date of Event: Tuesday, August 22, 2017	Start and End Time of Event: 6-8pm
Street(s) to be Closed - Please provide a sketch of the event layout. State St. closed from Bailey intersection, to	
Time Street will close (recommend up to an hour before event): 5pm	Time Street will reopen (recommend 30 minutes after the event ends): 8:30pm
Number of Staff/Volunteers on site for Event: 20	
Number of people expected at event: 60	Number of vendors and/or entertainers who will participate: Not sure, the event would be open to all Montpelier businesses and restaurants

3. Community Support

Is this a reoccurring event in Montpelier? No	If no, do you have experience elsewhere with such events? Please explain. I have put on yearly events with 60-90 attendees
How does this event benefit the public (as outlined in the Street Closure Policy)? Community involvement and bonding. Building relationships and promoting businesses all for a good cause. Here is a picture from CA of a community dining experience with vendors on the side: http://www.worldrecordacademy.com/food/img/112328-1_longest_picnic_table_Safeway.jpg	

Street Closure Permit Application

4. Public Safety and Public Health

Please describe any discussions or arrangements that the Event Sponsor has made with public safety or public works professionals in Montpelier.

Met with Mayor John Hollar on Friday, June 23rd. He was enthusiastic about the idea, told me to fill out the permit application and gave advice.

What arrangements have been made for food, water, and toilet facilities (if applicable)?

Nothing has been contracted yet, as I would like to have a permit in place first.

What arrangements have been made to assure that litter will be cleaned up and disposed of and that trash and recycling containers will be provided?

We have volunteers to ensure no litter will be left on the premises and there will be trash and recycling containers.

If additional law enforcement officials will be hired for your event, please list:

We will need traffic safety personnel but this could be done by volunteers as well.

Please note any other unique aspects of this event:

We could provide a forum of discussion along with the dinner. Potentially, a discussion of health care and prevention as it is a fundraiser for the Cancer Action Network

Will noise levels or hours exceed the city's noise ordinance? If so, will this event require a request for variance from the noise ordinance? Dinner music would be nice

5. Accessibility

As this event will take place on public property, I, as the Event Sponsor, attest that this event and all related programming and facilities meet the Americans with Disabilities Act accessibility requirements. These requirements are available at the City's website.


Signature

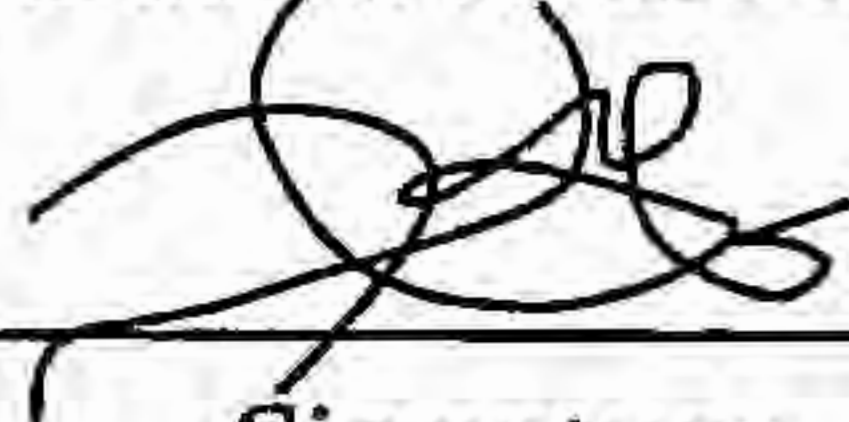
Jill Sudhoff-Guerin
Printed Name

6/28/2017
Date

Street Closure Permit Application

6. Signature

I, the undersigned, certify that the information provided above is valid and I will abide by any additional provisions note by Officials below. I acknowledge that I have read and understand the Montpelier Street Closure policy and that I am responsible for compliance with all requirements contained in that policy. I also agree to be onsite for the duration of the above mentioned street closure.

	Jill Sudhoff-Guerin	6/28/2017
Signature	Printed Name	Date

Notice Documentation

Name of Event:	
Date of Event:	Start and End Time of Event:
Street(s) to be Closed:	
Time Street will close (recommend up to an hour before event):	Time Street will reopen (recommend 30 minutes after the event ends):
Date of City Council Meeting to consider permit request:	
Describe Efforts made to notify residents and businesses along the street to be closed. Notification must include both the date/time of the proposed event and the date/time of the City Council meeting where the street closure will be considered.	

Street Closure Permit Application

FOR OFFICIAL USE ONLY

The following parties have reviewed and approved:

POLICE Reviewed by: <i>(Captain)</i> NEIL MARTEL Print Name <i>[Signature]</i> Signature 7/28/12 Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Recommend Langdon Street as first location option second option would be STATE ST from MAIN ST. Intersection to Elm St Intersection. Would like DPW to weigh in on construction concerns for this time period as well. STATE ST (from Bailey Ave to Taylor) is not favorable location to close for such event and for time & date requested.</i> ☐ Reviewed – do not recommend approval
PUBLIC WORKS Reviewed by: THOMAS MCARDLE Print Name <i>[Signature]</i> Signature 6/30/17 Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Depending on status of construction, may need to be after time of street re-opening. However, projects downtown should be complete by early August.</i> ☐ Reviewed – do not recommend approval
FIRE DEPARTMENT Reviewed by: Robert Gowans Print Name <i>[Signature]</i> Signature 6-30-17 Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Maintain Emergency vehicle Access</i> ☐ Reviewed – do not recommend approval

Street Closure Permit Application

MONTPELIER ALIVE	
Reviewed by: <i>Ashley Fitzgibbon</i> Print Name Signature <i>June 30, 2017</i> Date	☒ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Approval A Langdon Only!</i> ☐ Reviewed – do not recommend approval
OTHER	
Reviewed by: Print Name Signature Date	☐ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval

This permit request was reviewed at the (month, day, year) *7/12/17* City Council meeting. This permit request was:

APPROVE



DENIED



CITY COUNCIL Agenda Item #17-234

Date: July 26, 2017

Consent ___ **Discussion** X **Time Sensitive** X
(outlined below)

SUBJECT: Public Hearing – Nuisance Ordinance

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Public hearing and Council discussion and action on City's finding that the COPS property at 101 Northfield Street is a public nuisance under the Ordinance Amendment (Chapter 7, Health and Sanitation; attached).

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: None at this time.

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Timeline of City action and legal process to meet legal requirements, as outlined by attorney Paul Giuliani for the City, attached.

BACKGROUND INFORMATION: In response to on-going citizen complaints, as well as Police and Fire Department concerns, and in compliance with the City's Nuisance Ordinance, the building inspector determined the COPS property at 101 Northfield Street to be a nuisance, and has recommended the Council take action under the ordinance to resolve the public health and safety concerns. The July 26 public hearing will allow the City to outline its findings related to the property, give the owner/representative an opportunity to respond, and allow the public to comment. There are clear timelines outlined in the ordinance, which the City has followed to date. The next step is for the Council to determine if, in fact, the COPS property constitutes a public nuisance. Documents outlining the City's action and the procedures going forward are attached.

SUPPORTING DOCUMENTS: Timeline and procedures memorandum from City Attorney Paul Giuliani, timeline of action to date, copy of the Article VII Nuisances, copies of soft warning (June 12), copy of building inspection report, copies of registered 'reminder' letter to Rakesh Sachdev (July 17) and initial letter (July 11) with attachments.

INTERESTED PARTIES: All

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to be "W. Hoffman", written over a horizontal line.



America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Ashley Hill
Rosie Krueger
Jean Olson
Justin Turcotte
Anne Watson

William Fraser
City Manager

Sue Allen
Assistant City Manager

TIMELINE OF CITY ACTION REGARDING 101 NORTHFIELD STREET PROPERTY

May 24:

- Council approves Nuisance Ordinance
- **Ordinance attached.**

June 12:

- Chris Lumbra, Montpelier building inspector, sends 'soft warning' to Rakesh Sachdev/COPS to alert him of the ordinance, and outline concerns with the property.
- **Soft warning attached.**

June 29:

- Chris Lumbra, Montpelier building inspector, conducts inspection of two vacant buildings at 101 Northfield Street, what we've come to call the Econo Lodge property. He finds nine violations.
- **Report attached.**

June 30 (12:53 p.m.):

- E-mail to Mr. Sachdev:
"Hello Rakesh,
We have found your property to be in violation of the City's Nuisance Ordinance. This matter has been referred to City Council for enforcement.
Please review the attachments and take actions to correct the violations.
Regards,
Chris Lumbra, NFPA CFI1
- **Attached** for Mr. Sachdev were the Inspection results and copy of ordinance

June 30 (3:05 p.m.):

- E-mail from Mr. Sachdev to Chris Lumbra: "We are working on that issue and are in contact with some contractors hope will take care this summer"

July 5:

- E-mail to Mr. Sachdev:
Hello Rakesh,
Thank you for your response. Please review the report and ordinance and be prepared to attend a hearing before City Council.

Regards,
Chris Lumbra, NFPA CFI1

July 11:

- Letter mailed from City Manager to Mr. Sachdev:
I am writing to inform you that the Montpelier City Council ...will convene a public hearing at its regularly scheduled July 26th meeting to consider and act upon the inspection report on your property located at the above address.
- Copy of the inspection report and ordinance were included with letter to Mr. Sachdev.
- **Letter attached**

(Continued)

July 17:

- Letter sent registered mail from City Manager to Mr. Sachdev
- Reminder about public hearing.
- Copy of July 11 letter and ordinance included.
- **See attached letter/packet**

July 26:

- City Council scheduled to hold public hearing.
- **Agenda item, meeting format from City attorney attached**

CONTACT: Sue Allen
802-279-8493 (cell)
802-262-6250 (office)

(802)-223-9502

39 Main Street, Montpelier, VT 05602

www.montpelier-vt.org



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Assistant City Manager

Memorandum from City Attorney Paul Giuliani

Timeframe and procedures (City has met 1-4; see attached Timeline)

- (1) The Building Inspector should conduct an inspection of the property and prepare a report detailing its condition, state of repair, security, etc.
- (2) Upon completion, a copy of the report is delivered to the property owner and the City manager who forwards it to the City Council. Certified mail or delivery by the sheriff should be used.
- (3) The report being sent to the property owner should include (a) a copy of the public nuisance ordinance, and (b) at least ten days' advance notice of the date, time and place of the hearing at which the City Council will consider the report, discuss it, take testimony from the owner and the public regarding the condition of the property, and then consider declaring the property a public nuisance.
- (4) The hearing on the report is conducted by the Mayor. It can be a stand-alone event, or it can be an agenda item for a regular or special Council meeting. If warranted, the Council may adjourn the hearing to a date and time certain to allow Council members to view the property personally.

July 26, 2017 Council Meeting:

- (5) The property owner, City officials and members of the public are permitted to participate in the hearing and present verbal and documentary evidence. If the property owner fails to appear, the Council proceeds by taking testimony from City personnel [City Manager, Building Inspector, possibly Police and Fire Chiefs] and from the public in attendance. The property owner's failure to appear does not derail the proceedings.
- (6) This hearing and discussion takes place in open session.
- (7) Following the introduction of evidence [City first, Property Owner/Rep, then public], the Council then must make specific findings as to the condition of the property and the reason why it should be declared a public nuisance.

- (8) Upon a declaration of a public nuisance, a copy of the Council's findings has to delivered to the property owner either in person, or by certified mail [suggest using the sheriff who will provide a return of service]. Along with the Council's findings, there should be a letter addressed to the property owner from the City Manager (a) directing the property owner to submit to the City Manager within ten days of receipt of the Council's findings a written remediation and abatement plan for the property, and (b) advising the property owner that he/she/it has a right to appeal the Council's findings to the Vermont Superior Court. The ten-day clock starts to run on the date the property owner receives the Council's findings. That's why it's important to have a return of service.
- (9) Assuming a remediation plan is submitted, the Council will then re-convene to consider its adequacy in open session, again with the public having an opportunity to participate. If the plan is vetted and found to be adequate, City staff should recommend an implementation time frame with an absolute completion date. To be acceptable to the Council, the plan must be realistic, complete, permanent and susceptible to implementation and completion within a reasonable period.
- 10) If no remediation plan is submitted by the property owner, or if an accepted plan is not implemented within the time allotted, the City Manager will notify the property owner that he/she/it is in violation of the ordinance, subjecting the property owner to a \$100/day fine for each day the violation continues.
- 11) The City then will commence enforcement proceedings, seeking collection of the monetary penalty and an injunction directing the property owner to demolish the building. Failure to do so will be treated as contempt of court. The City also will seek a court order authorizing the use of City forces or a private contractor to remove the building, and directing that the recovery of the City's costs will be secured by a lien on the property.

(802)-223-9502

39 Main Street, Montpelier, VT 05602

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William Fraser
City Manager

Sue Allen
Assistant City Manager

July 17, 2017

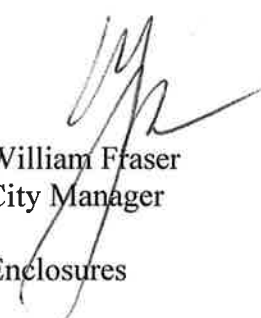
COPS Inc.
101 Northfield Street
Montpelier, VT 05602
Attn: Rakesh Sachdev

Dear Mr. Sachdev,

I am writing to remind you that the Montpelier City Council, acting in accordance with the city's Nuisance Ordinance (Chapter 7, Health and Sanitation, Article VII), will convene a public hearing at its regularly scheduled July 26th meeting to consider and act upon the inspection report on your property located at the above address. That meeting will be held in City Council Chambers in City Hall, 39 Main Street beginning at 6 p.m.

At that publicly-warned hearing, the City Council will allow testimony from the property owner, city officials and/or employees, and the public. Additional information, which was first sent on July 11, 2017 is attached again for your review.

Thank you,



William Fraser
City Manager

Enclosures



America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Ashley Hill
Rosie Krueger
Jean Olson
Justin Turcotte
Anne Watson

William Fraser
City Manager

Sue Allen
Assistant City Manager

COPY

July 11, 2017

COPS Inc.
101 Northfield Street
Montpelier, VT 05602
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At that publicly-warned hearing, the City Council will allow testimony from the property owner, city officials and/or employees, and the public. At the close of the hearing, the Council may determine the property constitutes a public nuisance, and require no sooner than 10 days a schedule of remediation be submitted for Council consideration and action. If approved, the remediation plan must be implemented immediately. Failure to submit or implement an approved plan will enable the Council to take enforcement measures as provided by the ordinance that may include demolition of the nuisance property.

A full text of the ordinance, which includes the appeals process and mandatory fees and expenses, is attached.

Sincerely,


William Fraser
City Manager

(802) 223-9502

39 Main Street, Montpelier, VT 05602

www.montpelier-vt.org



Building Inspector
Montpelier Planning Department
39 Main Street
Montpelier, VT 05602
Tel: 802/262-6170 Fax 802/262-6080
clumbra@montpelier-vt.org

Building Code and Fire Prevention Results

Property Address: 101 Northfield St	Responsible Party: Rakesh Sachdev	Property Owner and Address: COPS Inc. 101 Northfield St Montpelier VT 05602
Occupancy: 2 Vacant Buildings	Number of Occupants: 0	
Number of Floors: 2	State site # 73775	
Reason for Inspection : Complaint	Public Building? Yes X no ☐	
Inspector: Chris Lumbra	Date Reported: 6/30/2017	
Inspection Date: 6/29/2017		
Findings/Violations: • Openings are boarded over • Building exteriors are unsightly, with different colors of paint and graffiti • Roof is sagging badly and appears to have worsened recently • Soffit and fascia are in need of repair • Utilities have been disconnected • Interior is sodden due to roof leaks • Roof is easily accessible from ground level • Gates to storage area are open and trash is visible • Buildings are not suitable for occupancy		
To appeal any part of this report please contact this office.		
Inspection Type: Complaint	Hazard Index 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐	
Person accompanying Inspector:	Construction Type: 5B	
Compliance must be achieved by: 7/14/2017		
Referred to:		
<i>Inspector Chris Lumbra</i>		
CC:		

Fire Sprinklers and Smoke Alarms Save Lives

**MONTPELIER NOTICE
ORDINANCE AMENDMENT**

To amend the Montpelier City Code of Ordinances, by the following revisions to **CHAPTER 7, HEALTH AND SANITATION**:

ARTICLE VII. NUISANCES

Sec. 7-700. PURPOSE.

Any property within the City which is in a state of disrepair and deterioration, including vacant buildings, unsafe structures and potentially dangerous land conditions, are deemed to be public nuisances because their existence contributes to the decrease in value of surrounding properties, precipitates disinvestment by neighboring owners, provides a location for criminal activity, undermines the aesthetic character of the city and its neighborhoods and environs, and has other undesirable effects. Allowing public nuisances to remain indefinitely, even in the absence of code violations, structural boarding and other security measures, is detrimental to the public health, safety and welfare, unreasonably interferes with the reasonable and lawful use and enjoyment of other neighboring or adjacent property, may pose a danger to first responders in an emergency, and detracts from the appearance and good order of the neighborhood. The purpose of this ordinance is to abate public nuisances and to mitigate their impacts.

Sec. 7-701. DEFINITIONS.

- (1) As used in this Article, the term "nuisance" and "public nuisance" shall mean:
 - (a) the physical condition or occupancy of any premises or property regarded as a public nuisance at common law; or
 - (b) any physical condition or occupancy of any premises or property considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences and structures; or
 - (c) any premises that has unsanitary sewage or plumbing facilities; or
 - (d) any premises designated as unsafe for human habitation; or
 - (e) any premises or property that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property; or
 - (f) any premises from which plumbing, heating or other facilities have been permanently removed or disconnected, destroyed or rendered ineffective, or the adequate precautions against trespassers have not been provided; or
 - (g) any premise that is unsanitary, or that is littered with rubbish or garbage; or
 - (h) any structure that is in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, or damaged by fire or other casualty to the extent so as to not to be habitable, or in danger of collapse or failure; or dangerous to anyone on or near the premises, or detracts from the value, use and enjoyment of neighboring or adjacent property.
- (2) As used in this Ordinance, the term "Inspection Officials" shall mean the City Building Inspector, City Health Officer or City Fire Department Chief, or such other person so designated and appointed by the City Manager.

- (3) As used in this Ordinance, the term "owner" shall mean the person holding record title to premises or property, as well as any person occupying, using, controlling or operating such premises or property as tenant, lessee or any other capacity recognized at law.
- (4) As used in this Ordinance, the terms "property" and "premises shall be used interchangeably, and shall include buildings, structures, land, land conditions, land improvements, and personal property deposited or stored thereon.

Section 7-602. PROHIBITION.

- (1) No person shall create, operate or maintain a public nuisance within the city.
- (2) No person shall fail to comply with the terms of an order of abatement issued under this ordinance.

Section 7-703. INSPECTION.

- (1) Upon receipt of information that a violation of this ordinance has occurred, an Inspection Official shall undertake a physical inspection of the premises or property. The Inspection Official may enter any building, structure or premises within the city for the purpose of making inspections or investigations at all reasonable hours; provided that, except in case of emergency, the right and authority conferred by this section shall not apply to the entry of any premises or property unless advance written notice is served on the owner thereof. Such written notice shall contain a statement of the date and time that an inspection will be made and shall also contain a statement of the purpose of such inspection.
- (2) The Inspection Official shall prepare a written report of his or her inspection of the premises or property and any corrective or abatement recommendations, and shall deliver a copy thereof to the owner of the premises and to the City Manager for transmittal to the City Council.

Section 7-704. HEARING ENFORCEMENT.

- (1) Upon at least ten days advance written notice to the owner of the premises, the City Council shall convene a public hearing to consider and act upon the inspection report of the Inspection Official. At such hearing, the City Council shall allow testimony and evidence from the owner and/or tenant of the premises or property, city officials and employees, and the public relating to the condition of the premises.
- (2) Following such hearing, the City Council shall deliberate and may determine that the premises constitute a public nuisance based upon specific findings. In the event the City Council determines that the premises constitute a public nuisance, it shall direct that the owner thereof produce and deliver to the City Manager a plan and schedule of remediation and abatement, such submission to be made within a reasonable timeframe established by the City Council, but in no event less than ten days of receipt of the City Council's findings.
- (3) In the event the owner's remediation and abatement plan is accepted and approved by the City Council, the owner shall implement said plan immediately, and shall complete the same within the time limits imposed by the City Council.

- (4) In the event the owner fails to submit a plan of remediation and abatement in accordance with subsection (2), or if the owner fails to comply with subsection (3), or if the owner fails to draft a plan accepted by the council or fails to comply with subsection (3), the city shall proceed to enforce this ordinance as provided herein, and shall seek such injunctive relief, enforcement remedies, and penalties as permitted by law, including, without limitation, abatement of common law nuisances, abatement of public health hazards, demolition of structures determined to be in violation of this ordinance, enforcement and foreclosure of liens for unpaid fees imposed under Section 7-706, and recovery in a civil action for remediation, mitigation and abatement costs incurred by the City.
- (5) In addition to being subject to penalties imposed for violating this ordinance, an owner whose property is found to be in violation or noncompliance of Section 704(4) shall be liable for all costs incurred by the City under Section 704(4), and for fees imposed under Section 706, payment of which shall be secured by a lien in the nature of a contractor's lien for labor and material in favor of the City upon such property.

Section 7-705. APPEALS.

A person, including the owner, aggrieved by any action taken hereunder by the City Council or a City official or employee may appeal any decision made by the City Council under Section 7-704. Such appeal shall be taken in the manner provided by law for appeals from governmental agencies and bodies.

Section 7-706. FEES.

Commencing thirty days from the date of delivery of the Inspection Official's report pursuant to Section 7-703(2) hereof, the Inspection Official shall conduct periodic inspections of the premises until the remediation plan has been completed in the judgment of the city council, and shall furnish a report of such inspection to the owner and the City Manager. An inspection fee of \$50 for residential properties and \$100 for commercial properties for each such inspection is hereby established, such fee payable upon receipt by the owner of an invoice from the City Treasurer.

Section 7-707. SCOPE OF ORDINANCE.

The ordinance shall apply to all property within all areas of the City of Montpelier.

Section 7-708. DESIGNATION; PENALTIES.

This ordinance shall constitute a civil ordinance within the meaning of 24 V.S.A. Chapter 59, for a violation of which there is hereby imposed a penalty of \$100.00 per day for each day the owner fails to comply with Section 7-704(2)(3) or (4), in addition to any other penalties provided by law.

Section 7-709. SEVERABILITY.

If any portion of this ordinance is found to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected and shall remain in full force and effect. If any statute referred to in this ordinance is amended, this ordinance shall be deemed to refer to such amended statute.

Section 7-710. AUTHORITY.

This ordinance is enacted under authority granted to the City under 24 V.S.A. § 2291(14) and Section 701 of the Montpelier City Charter.

The Montpelier City Council approved the above Code of Ordinances amendment at the second public hearing/reading held as part of their meeting on May 24, 2017. The effective date is June 9 2017.

Attest: John Odum, City Clerk













































CITY COUNCIL Agenda Item #17-235

Date: July 26, 2017

Consent ___ **Discussion** **X**

SUBJECT: Consideration of a TIF district using White & Burke as a consultant for evaluation and application.

SUBMITTING DEPARTMENT: City Manager's office

RECOMMENDED ACTION: Direct the staff to proceed with a TIF application, approve the White & Burke proposal and authorize the City Manager – with review by the city attorney – to sign a contract consistent with the proposal.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Keep Montpelier Affordable for residents
- D: Create and maintain a healthy environment for housing and economic growth
- F: Maintain a Vibrant Downtown

EXPENDITURE REQUIRED: Phase one: \$20,000; phase two: \$30,000; potential additional service costs.

SOURCE OF FUNDS: General Fund Reserve – if a TIF district is implemented, cost of development of district can be folded into financing.

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: TIFs work by allowing communities to borrow money in order to fix, upgrade or build new public infrastructure that is required for private development projects. Those communities then earmark a portion of the new tax revenues, including education taxes, to pay back the infrastructure bond. This allows development and new or repaired public infrastructure (e.g. utilities, sidewalks, streets and parking garages) that everyone benefits, from without asking current tax payers to pay for the new infrastructure. Once the infrastructure bond is paid, all taxes are paid like normal.

Fred Kenney, Executive Director of the Vermont Economic Progress Council will be present to explain TIF regulations. Stephanie Hainley, Senior Project Manager of White & Burke Real Estate Investment Advisors, will be present to explain a consultant's role in the process.

SUPPORTING DOCUMENTS: TIF Primer; TIF Power Point; White & Burke proposal

INTERESTED PARTIES: City Council, White and Burke, Montpelier Development Corporation

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

TAX INCREMENT FINANCING DISTRICTS IN VERMONT

GENERAL TIF DISTRICT DESCRIPTION

- Tax Increment Financing is a tool to finance public infrastructure improvements required to ensure the development of an area defined by a municipality.
- TIFs are considered a “public-private partnership” because they rely on public action to stimulate private investment.
- TIF finances projects through the repayment of municipal debt incurred to build/improve public infrastructure associated with the redevelopment of an identified area.
- A municipality identifies an area requiring re-development, draws the TIF District around the area, and freezes the base tax of the District. All of the taxes on the frozen base value continue to go to the taxing authorities.
- Private developers, enticed by the improved infrastructure, build within the District.
- The property tax revenues that were flat or declining now increase. A portion of the tax increment is captured and set aside to help retire the debt that funded the infrastructure improvements, for a specified length of time. Once all TIF District debt is retired, the tax increment reverts to the taxing authorities.

PROS AND CONS

- Taxpayers benefit from added value to the grand list once the debt is retired and may receive more wage and other tax revenue because of the development project. However, taxing authorities have to wait until the debt is retired to pay for any increased service needs within the district. Also, municipalities have to cover any shortfall if debt is incurred and projected tax increment and other anticipated revenue fails to materialize or does not fully cover the cost of the debt.
- Taxpayers benefit from the improvements to blighted areas and infrastructure improvements and they may see lower taxes in the long run because of the project. On the other hand, taxpayers are underwriting a development deemed too risky by private investors and they have to cover any increased service needs of the TIF District until the debt is retired.

WHAT ARE TIF DISTRICTS

- Financially: A financing tool to build public infrastructure needed to encourage private sector development. The private development then generates new tax revenue to pay for the infrastructure
- Geographically: A district, designated by a municipality, where the municipality would like to encourage private sector development

WHAT IS THE PURPOSE OF A TIF DISTRICT

- Generally: To provide revenue, beyond normal municipal budgets and debt load, to develop public infrastructure that will encourage private sector development and/or redevelopment.
- Statute specifically requires:
 - Infrastructure improvements must serve the TIF District and stimulate private sector development or re-development;
 - Development must provide employment opportunities;
 - Development must improve and broaden the tax base; and
 - Development must enhance economic vitality of the municipality, region or state.

WHEN IS TIF THE APPROPRIATE FINANCING TOOL

- There is a need for substantial real property development or redevelopment to improve the economic viability of a defined area.
- The development/redevelopment requires a substantial scale of new public infrastructure or infrastructure improvements.
- Normal and available financing mechanisms are not available or are insufficient to ensure the public infrastructure improvements.
- The development/redevelopment will generate incremental real property taxes sufficient to help finance infrastructure debt.
- There are parties interested in developing the real property within the District if the infrastructure is built/improved.
- There is commitment of municipality to champion project through process.
- Project can meet statutory approval criteria and outcomes will meet statutory purposes:
 - Stimulate development
 - Provide employment opportunities
 - Improve/Broaden tax base
 - Enhance general economic vitality of municipality, region, state

HOW IS A TIF DISTRICT CREATED

- Municipality undergoes local planning and study of proposals and needs, with public input.
- Municipality develops TIF District Plan and Finance Plan.
- Municipal Legislative Body (MLB) creates District and approves TIF District Plan:
 - Hold one or more properly warned public hearings on TIF District Plan
 - At a properly warned public meeting, MLB:
 - Adopts a Finding of Purpose
 - Votes to adopt TIF District Plan
 - Votes to create TIF District
 - Pledges minimum of 85% of municipal incremental property tax revenue to TIF District debt
 - Authorizes staff to prepare and file application with VEPC
 - Designates coordinating agency (if desired)

- Town clerk records adoption of TIF District Plan and creation of TIF District Plan
 - Lister/Assessor Certifies Original Taxable Value
- [Note: Vote by MLB starts five year clock to incur TIF debt]

HOW IS A TIF DISTRICT APPROVED BY STATE

- Meet with VEPC staff
- Submit Letter of Intent to file (Application can only be submitted after 60 days)
- File Application (By first Friday of month)
- TIF District Plan/Application considered by VEPC
- TIF District Financing Plan considered by VEPC before municipality seeks public vote on debt

WHAT IS VEPC CONSIDERING

- **Not** creation of TIF District
- Authorizing municipality to utilize incremental Education Property Tax to finance TIF District debt based on determination that project/application meets statutory approval criteria.

STATUTORY APPROVAL CRITERIA CONSIDERED BY VEPC

- **Purpose Criteria:** Does the TIF District Plan meet the purpose for TIF as stated in statute?
- **But For Criteria:** Is use of TIF required to finance infrastructure and get private development? Specifically, VEPC must determine that the infrastructure improvements proposed to serve the District and the proposed development in the District would not have occurred as proposed or would have occurred in a significantly different and less desirable manner than proposed but for the utilization of the incremental tax revenues. The review takes into account:
 - the **amount of additional time**, if any, needed to complete the proposed development within the tax increment district and the amount of additional cost that might be incurred if the project were to proceed without education property tax increment financing;
 - **how** the proposed **development components and size would differ**, if at all, including, if applicable to the development, in the number of affordable housing, without education property tax increment financing; and
 - the amount of **additional revenue expected** to be generated as a result of the proposed development; the percentage of that revenue that shall be paid to the education fund; the percentage that shall be paid to the municipality; and the percentage of the revenue paid to the municipality that shall be used to pay financing incurred for development of the tax increment financing district.
- **Process Criteria** (must meet all):
 - Public hearings held and correct process of creation of District by MLB.
 - Complete TIF District Plan and TIF District Finance Plan developed.
 - Pledge of at least 85% of incremental municipal property tax revenues.
 - Compatibility with local and regional plan and clear local and regional significance for employment, housing and transportation improvements.

- **Location Criteria** (must meet two of three):
 - Development will be compact and high density **or** located in or near existing industrial area;
 - TIF District is **within** State-designated Growth Center, Downtown, Village, New Town Center, or Neighborhood Development Area;
 - Development will occur in an economically distressed area, which means the TIF is within a municipality that for the year of application has:
 - A median family income at 80% or lower of statewide median;
 - An average unemployment rate at least one percent greater than statewide average; or
 - A median sales price for residential properties at 80% or lower of statewide median.
- **Project Criteria** (must met three of five)
 - **Need:** Requires substantial public investment over and above normal municipal operating or bonded debt;
 - **Affordable Housing:** Private development includes new or rehabilitated affordable housing as defined by 24 VSA 4303.
 - **“Brownfields:”** Infrastructure improvements or private development will result in brownfield remediation/redevelopment, which means:
 - A hazardous substance, pollutant, or contaminant is or may be present; and
 - Situation **is likely** to complicate development.
 - At least one entirely **new business or a business expansion:**
 - New business must be from outside Vermont.
 - New business or business expansion will create new, quality jobs that meet or exceed prevailing wage for region.
 - The development will **enhance transportation**, meaning:
 - Improved traffic patterns and flow; or
 - Create or improve public transportation systems.
- **Nexus Criteria:** Infrastructure can be located anywhere within municipality, but...
 - It must serve the TIF District;
 - There must be a linkage, connection, impact on the real property development that is expected to occur;
 - Real property development expected in District must be linked to projected public infrastructure; and
 - Parcels included must have nexus to infrastructure or have expected development.
- **Proportionality Criteria:** If new infrastructure or infrastructure improvement will serve areas other than the TIF District, VEPC will determine the proportion of the cost that can be financed with TIF revenue:
 - Proportion proposed by applicant in application.
 - To determine proportion, VEPC will use actual data, if available or “rational” formula, based on subjective descriptors and data analysis.

- **Financial and Market Viability:**
 - Analysis of infrastructure cost and debt assumptions, real property development and property tax revenue generation assumptions.
 - Availability of other sources of revenue.
 - Analysis of revenues - generated through property taxes, grants received, other sources - and ability to service debt.
 - Analysis of existing stock and marketability and absorption of proposed development.
 - Availability of market studies.
- **Share of Education Property Tax Increment:**
 - No more than 70% can go to service TIF debt/related costs.
 - VEPC does not assume 70% is required.
 - Financial analysis will determine share and VEPC approval will set share.
- **TIF District Financing Plan**
 - Approved concurrent with TIF Plan or after approval.
 - Must be approved by VEPC **before** municipality seeks first public vote on debt.
 - Details debt instruments, rates, terms, and debt schedule

APPROVAL LIMITATIONS

- **No more than six new Districts**
 - No municipality with an existing District can apply for a new one until debt retired.
 - If the cap is met and VEPC receives an application that “would otherwise qualify,” VEPC can present the application to the Emergency Board, who may “in its discretion,” increase the cap.
 - General Assembly must authorize VEPC to approve more Districts beyond six, subject to reporting and determination of “amount of new long-term debt that prudently may be authorized.”
- **No more than 2 per county**
 - Existing Districts do not count against county.
 - If a County has one approved new TIF and VEPC receives 2 applications at once for that county, VEPC shall approve the application that, in its discretion, “best meets the economic development needs of the county.”
 - If a municipality with a new District does not proceed or does not incur debt, VEPC can consider and approve another District in its place.

TAX INCREMENT FINANCING DISTRICTS



Tax Increment Financing Districts

Overview of Presentation

- **Acronyms**
- **What is a TIF District**
- **What is the Purpose of a TIF District**
- **When is TIF the correct financing tool**
- **Elements Required for Success**
- **How is a TIF District Created**
- **How is a TIF District Approved by State**
- **What does VEPC consider**
- **Approval Criteria**
- **Approval Limitations**
- **Miscellaneous**
- **TIF Timeline**
- **Active TIF Districts**

Tax Increment Financing District

Acronyms

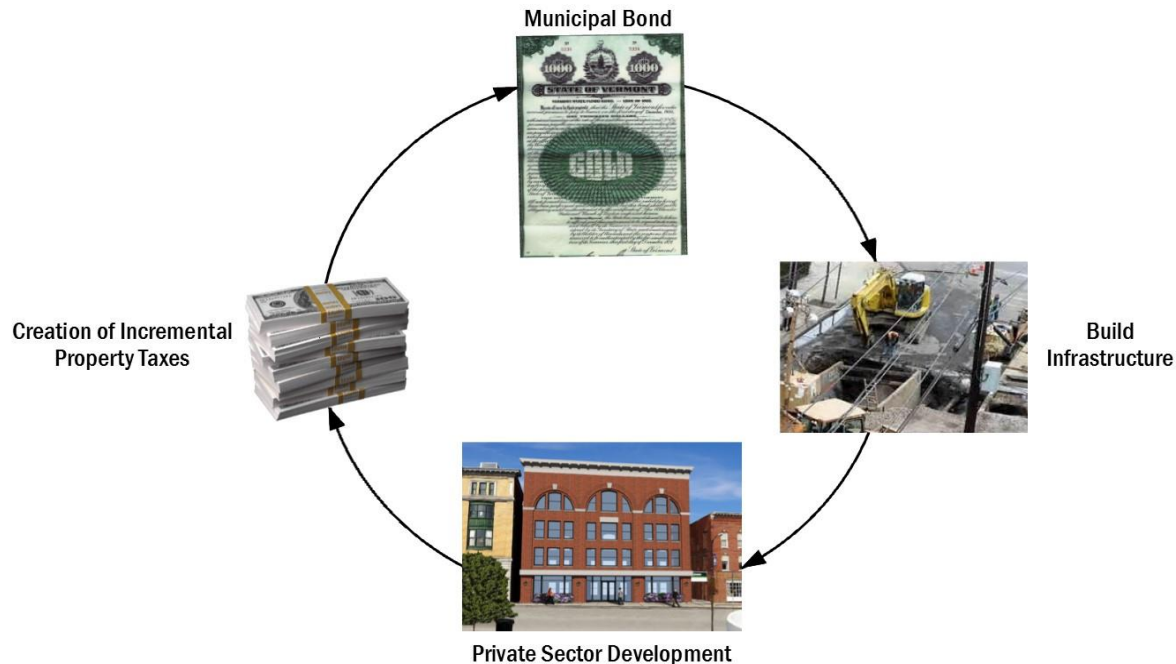
- EPT: Education Property Tax
- MLB: Municipal Legislative Body
- Designated DT, VC, NTC, GC, NDA: Downtown, Village Center, New Town Center, Growth Center, Neighborhood Development Area
- GLY: Grand List Year
- OTV: Original Taxable Value (or base value)

Tax Increment Financing District

What is a TIF District?

Financially:

- A financing tool to build public infrastructure required to encourage private development, which generates new revenue to service infrastructure debt.



Tax Increment Financing District

What is a TIF District?

Geographically:

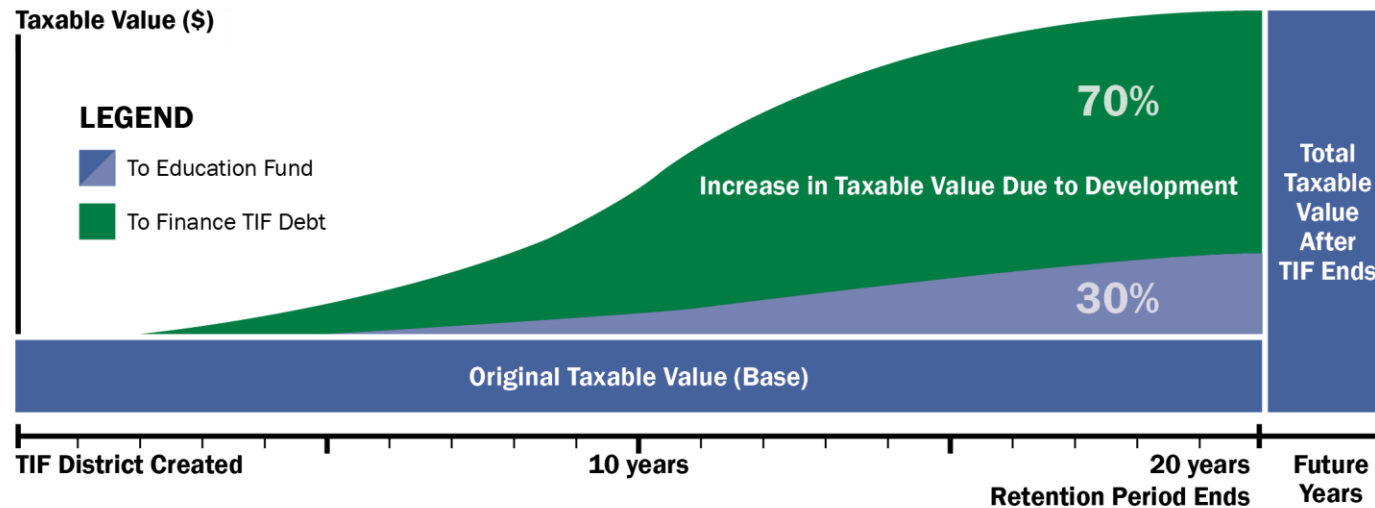
- A district, designated by a municipality, where the municipality wants to encourage private sector development, and public infrastructure is required for the private investment to occur.



Tax Increment Financing District

TIF DISTRICT CONCEPT

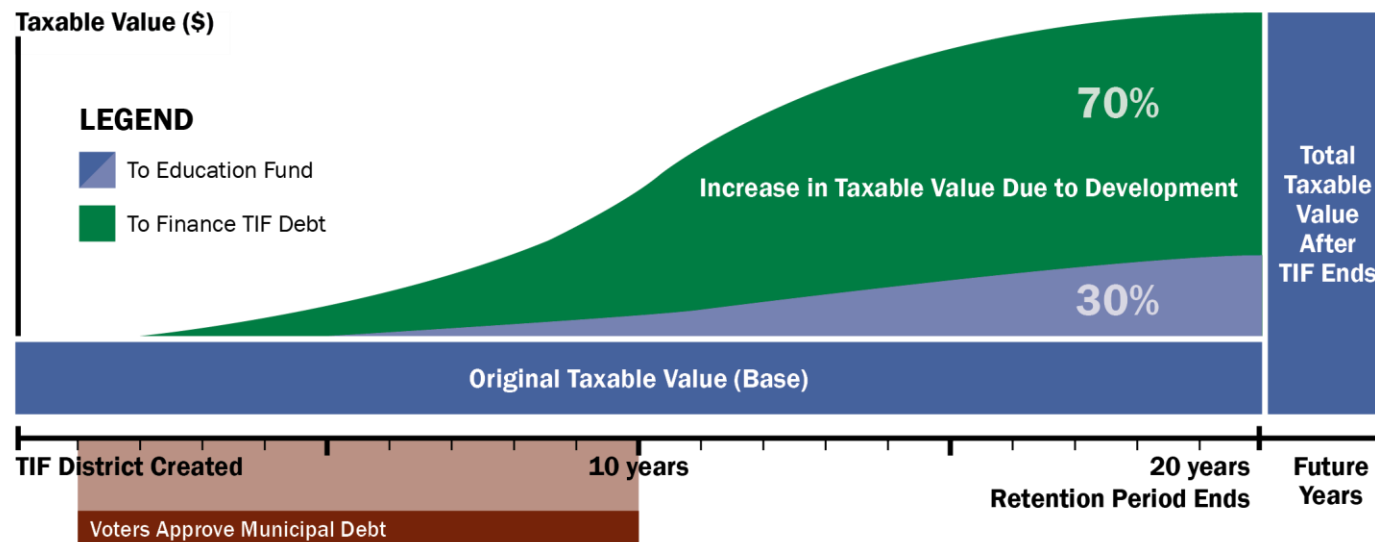
Tax Increment Financing: Timeline and Revenue Distribution



Tax Increment Financing District

TIF DISTRICT CONCEPT

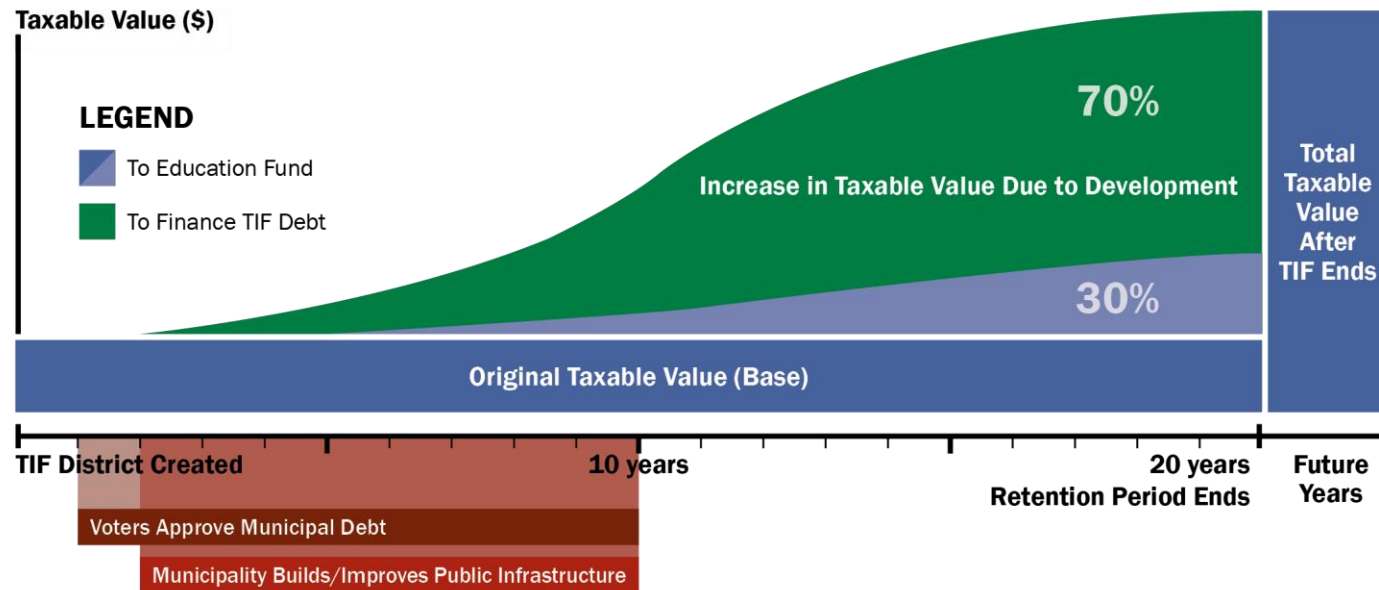
Tax Increment Financing: Timeline and Revenue Distribution



Tax Increment Financing District

TIF DISTRICT CONCEPT

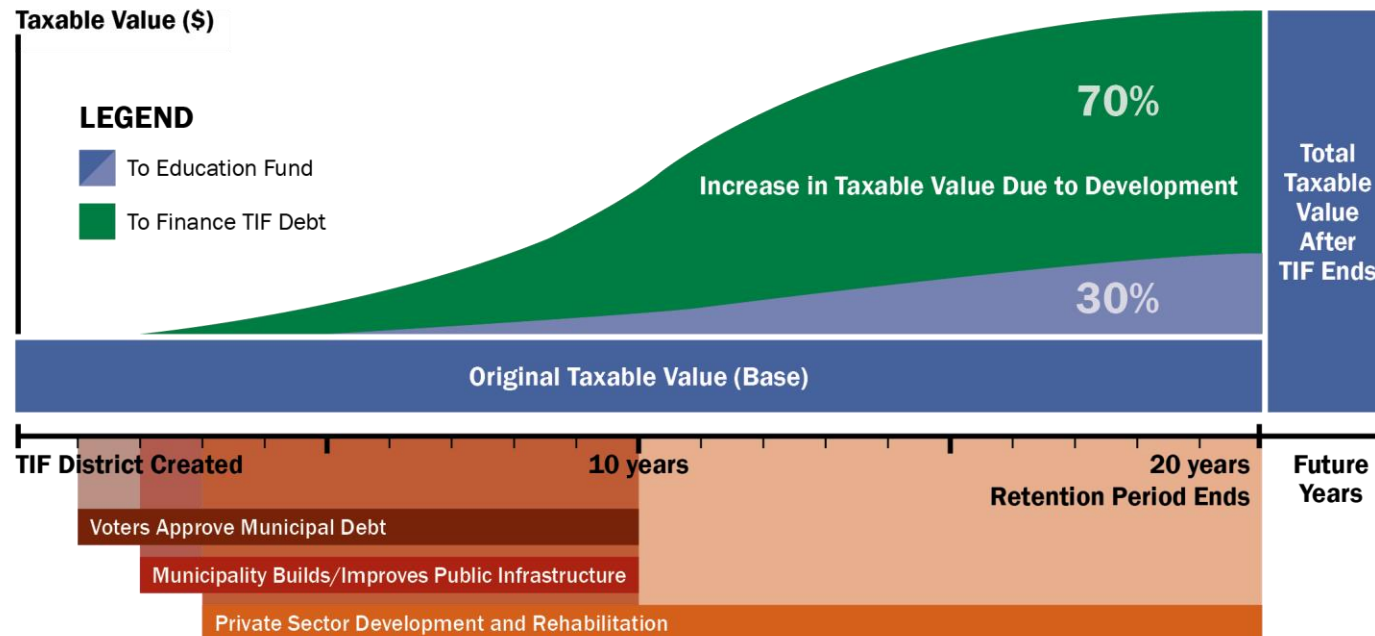
Tax Increment Financing: Timeline and Revenue Distribution



Tax Increment Financing District

TIF DISTRICT CONCEPT

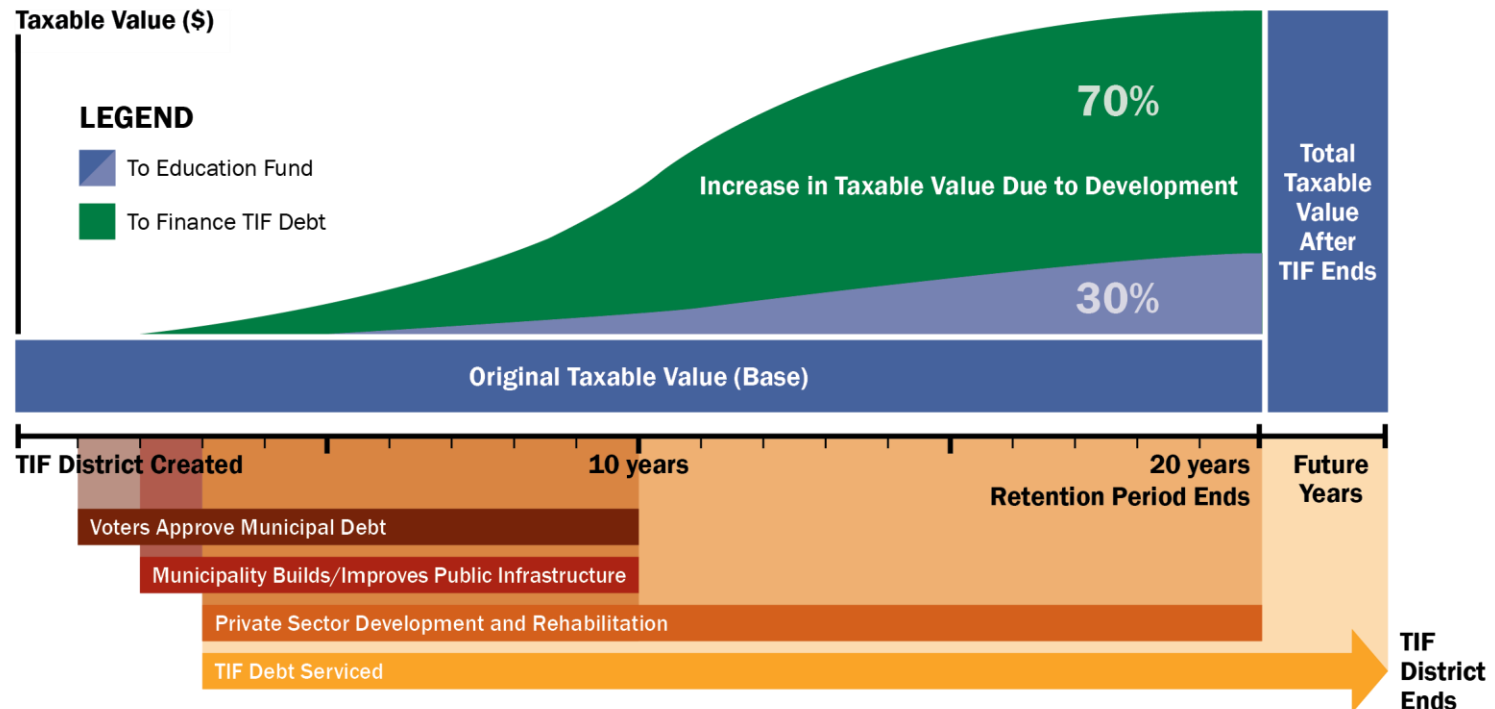
Tax Increment Financing: Timeline and Revenue Distribution



Tax Increment Financing District

TIF DISTRICT CONCEPT

Tax Increment Financing: Timeline and Revenue Distribution



Tax Increment Financing

Does TIF mean that property owners and developers do not pay property taxes?

- No. All property owners within and without the TIF continue to pay property taxes
- If property owners or developers improve a property, they pay all property taxes on the increased value
- In fact, TIF would not work if all property owners did not have to pay property taxes
- The difference is where the tax revenues go and are used for.
- For a period of time, a portion of the property taxes from NEW VALUE helps pay infrastructure debt.
- So the new revenue from the properties that benefit from the infrastructure help pay for the infrastructure.

Does the municipality pay for infrastructure that developers usually cover themselves?

- No. TIF revenue may only cover the costs of public infrastructure
- The public infrastructure may encourage private development
- But developers still pay for the infrastructure they need to complete their projects and the taxes they pay on their developments helps pay for the public infrastructure

Tax Increment Financing District

What is the Purpose of TIF Districts

- Generally: To provide revenue, beyond normal municipal budgets and existing debt capacity, to develop public infrastructure that will encourage private sector development and/or redevelopment.
- Statute specifically requires, and municipality must find that:
 - Infrastructure improvements will serve the TIF District and stimulate private sector development or re-development;
 - Development will provide employment opportunities;
 - Development will improve and broaden the tax base; and
 - Development will enhance economic vitality of the municipality, region or state.

Tax Increment Financing District

When is TIF the appropriate financing tool?

- Substantial real property development is required to improve economic viability of community/region.
- Substantial public infrastructure is required to ensure that real property development.
- Cost of public infrastructure is beyond municipality's budgetary and debt capacity.
- Real property development will generate adequate incremental property tax revenue to service infrastructure debt.
- Outcome will meet both:
 - Statutory purposes:
 - Stimulate development;
 - Provide employment opportunities;
 - Improve/Broaden tax base;
 - Enhance general economic vitality of municipality, region, state; and
 - Approval Criteria (3 of 5):
 - Need (But For), Affordable Housing, Brownfields, Business Development, and/or Transportation Enhancement Outcomes

Tax Increment Financing District

ELEMENTS REQUIRED FOR SUCCESS

- There are parties interested in developing the real property within the District if the infrastructure is built/improved.
- Commitment of municipality to champion project through process.
- Capacity to track and implement TIF District

Tax Increment Financing Districts

How is a TIF District Created?

- Pre-Plan Activities:
 - Studies; Feasibility; Zoning, etc.
 - Consider VCDP planning funds and “Better Connections” program
- Municipality develops TIF District Plan (minimal requirements):
 - Project Description
 - Development Schedule and Financing Plan
 - Projection of Costs: Infrastructure, soft, related (pro forma)
 - Tax revenue and other revenue projections
 - Statement and evidence of need to use TIF financing tool
- Municipal Legislative Body (MLB) Adopts Plan
 - Public Notice of and public hearing on TIF District Plan
 - MLB Finding of Purpose
 - MLB vote to: Adopt TIF District Plan, create TIF District, file application
 - MLB pledge of Municipal Increment (85%)
 - Plan recorded by town clerk
- Designate coordinating agency (if desired)
- Creation of District starts TIF Clock to incur debt (5 Years)
- Develop TIF District Application

Tax Increment Financing District

How is a TIF District Considered by State

- Meet with VEPC staff
- Submit Letter of Intent to file (60 days)
- File Application (By first Friday of month)
- TIF District Plan/Application considered by VEPC
 - 3-4 VEPC Board meetings/months
 - Visit to municipality; Tour proposed District; Public comments
 - Presentation by Municipality
 - Analysis of application and data
- TIF District Financing Plan considered by VEPC
 - Concurrent or Separate

Tax Increment Financing District

What is VEPC Considering?

- **Not** creation of TIF District
- Authorizing municipality to utilize incremental Education Property Tax revenue to finance TIF District debt
- Does District/application must meet statutory criteria: Purpose, But For, Location, Process, Project
- Is District financially viable (Revenue to debt ratio)
- Set share of Education Property Tax Revenue – not more than 70% of increment
- Does District have market viability
- Is there Nexus between infrastructure, development, and parcels
- Set Proportionality for infrastructure projects

Tax Increment Financing District

Approval Criteria

Purpose: Does the TIF District meet statutory purpose

Need/But For Criteria: Is TIF required to finance infrastructure and get private development? Specifically VEPC must determine that the infrastructure improvements proposed to serve the District and the proposed development in the District would not have occurred as proposed or would have occurred in a significantly different and less desirable manner than proposed but for the utilization of the incremental tax revenues. The review takes into account:

- (A) the **amount of additional time**, if any, needed to complete the proposed development within the tax increment district and the amount of additional cost that might be incurred if the project were to proceed without education property tax increment financing;
- (B) **how** the proposed **development components and size would differ**, if at all, including, if applicable to the development, in the number of affordable housing, without education property tax increment financing; and
- (C) the amount of **additional revenue expected** to be generated as a result of the proposed development; the percentage of that revenue that shall be paid to the education fund; the percentage that shall be paid to the municipality; and the percentage of the revenue paid to the municipality that shall be used to pay financing incurred for development of the tax increment financing district.

Tax Increment Financing District

Approval Criteria (cont.)

Process Criteria (must meet all)

- Development of full TIF plan;
- Properly warned public hearings and creation of District by MLB;
- Pledge of 85% of incremental municipal revenues; and
- Compatibility with local and regional plan and clear local and regional significance for employment, housing and transportation improvements.

Location Criteria (must meet **two** of three)

- Development will be compact and high density **or** located in or near existing industrial areas; or
- TIF District is **within** GC, DDT, DVC, NTC, NDA; or
- Development will occur in an economically distressed area, which means the TIF is within a municipality that for the year of application has:
 - A median family income at 80% or lower of statewide median;
 - An average unemployment rate at least one percent greater than statewide average; or
 - A median sales price for residential properties at 80% or lower of statewide median.

Tax Increment Financing District

Approval Criteria (Cont.)

Project Criteria (Must meet three of five)

- **Need:** Requires substantial public investment over and above normal municipal operating or bonded debt.
- **Affordable Housing:** Private development includes new or rehabilitated affordable housing as defined by 24 VSA 4303.
- **“Brownfields:”** Infrastructure improvements or private development will result in brownfield remediation/redevelopment, which means:
 - A hazardous substance, pollutant, or contaminant is or may be present; and
 - Situation *is likely* to complicate development.
- At least one entirely **new business or a business expansion:**
 - New business must be from outside Vermont.
 - Will create new, quality jobs that meet or exceed prevailing wage for region.
- The Development will **enhance transportation**, meaning:
 - Improved traffic patterns and flow; or
 - Create or improve public transportation systems.

Tax Increment Financing District

Approval Criteria (Cont.)

Nexus: Infrastructure can be located anywhere, but...

- Must serve TIF District
- Must be a linkage, connection, impact on the real property development that is expected to occur.
- Real property development expected in District must be somehow caused by/reliant on the projected public infrastructure.
- Parcels included must have nexus to infrastructure or have development potential.

Proportionality

- Proposed by applicant for each infrastructure project
- VEPC will use actual data, if available, or
- “Rational” formula, based on
 - Subjective descriptors
 - Data analysis

Tax Increment Financing District

Approval Criteria (Cont.)

Financial Feasibility:

- Analysis of infrastructure cost and debt assumptions, real property development and property tax revenue generation assumptions.
- Availability of other sources of revenue.
- Analysis of revenues - generated through property taxes, grants received, other sources - and ability to service debt.

Share of Education Property Tax Increment:

- No more than 70% can go to service TIF debt/related costs
- VEPC does not assume 70% is required
- Financial analysis will determine share and approval will set share

Market Viability:

- Analysis of existing stock and marketability and absorption of proposed development.
- Availability of market studies.

TIF District Financing Plan:

- Approved concurrent with TIF Plan or after approval
- Must be approved by VEPC **before** municipality seeks first public vote on debt
- Details debt instruments, rates, terms, and debt schedule

Tax Increment Financing District

Approval Limitations

- **No more than six new Districts**
 - No municipality with an existing District can apply for a new one until debt retired.
 - If the cap is met and VEPC receives an application that “would otherwise qualify,” VEPC can present the application to the Emergency Board, who may “in its discretion,” increase the cap.
- **No more than 2 per county**
 - Existing Districts do not count against county
 - If a County has one approved new TIF and VEPC receives 2 applications at once for that county, VEPC shall approve the application that, in its discretion, “best meets the economic development needs of the county.”
- If a municipality with a new District does not proceed or does not incur debt, another District can be approved in its place
- General Assembly must authorize VEPC to approve more Districts beyond six, subject to reporting and determination of “amount of new long-term debt that prudently may be authorized.”

Tax Increment Financing District

Miscellaneous

- Impacts on Increment:
 - Developing Non-Taxable properties
 - Temporarily eliminating taxable property
- Distribution of excess revenue; 10 Year review of share
- Related costs
- Application Fee – Third Party Analysis
- Reporting – annual
- Debt Instruments allowed- any type of debt but must be approved by voters
- Cap and Queue

Tax Increment Financing District

Annual Incremental Tax Revenue Share Example

ORIGINAL TAXABLE VALUE (BASE):

$\$10,000,000 \times \text{Municipal Tax Rate } \0.8410
 $\$8,000,000 \times \text{NR Education Tax Rate } \1.4027
 $\$2,000,000 \times \text{HS Education Tax Rate } \1.3173

INCREMENT:

Municipal Grand List Value

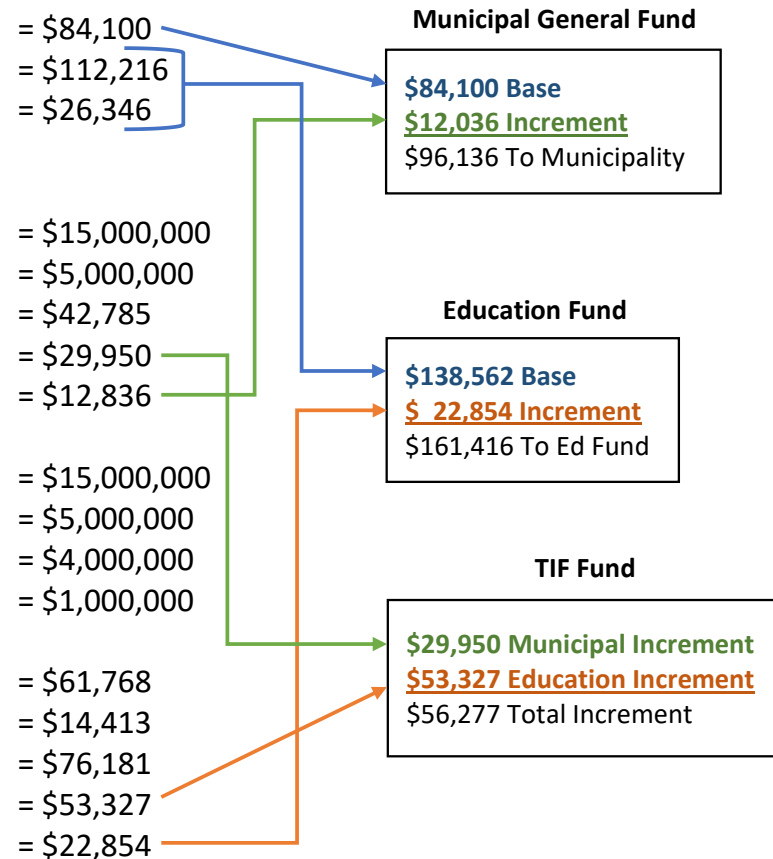
Increase in Municipal Value: $\$15,000,000 - \$10,000,000$
 Municipal Increment: $\$5,000,000 \times 0.8557$
 $\$42,785 \times 70\%$
 $\$42,785 \times 30\%$

Education Grand List Value

Increase in Education Grand List Value
 Non-Residential Increase in Value
 Homestead Increase in Value
 Education Increment:
 NR = $\$4,000,000 \times 1.5442$
 HS = $\$1,000,000 \times 1.4413$
 Total
 $\$76,181 \times 70\%$
 $\$76,181 \times 30\%$

ASSUMES:

- Increase in base value of $\$5,000,000$
- Share of increment at 70%/30% upon approval



Tax Increment Financing District

Timelines

- **Pre-Plan:** 3-8 months
- **Local Adoption:**
 - Must allow for public notice/hearing
 - District is created as of April 1 of year voted by MLB
 - OTV is established as of April 1 of calendar year voted
 - Municipality can incur debt against anticipated property tax revenues any time for up to 10 years starting that April 1
 - Must incur debt within 5 years after creation
 - If no debt is incurred within 5 years of creation, must seek VEPC re-approval of TIF District Plan and TIF Financing Plan
 - Any indebtedness incurred during this 10 years can be retired over any period authorized by MLB
 - District exists until all TIF debt is retired
- **State Approval of TIF District Plan:** 2-4 months
- **State Approval of TIF District Financing Plan:** 2 months

Tax Increment Financing District

Timelines (cont.)

- **Debt Period**

- First debt must be incurred within five years of creation
- All debt must be incurred within 10 years
- All debt, regardless of type, must get voter approval
- Voter approval does not equal “incurred.”

- **Education Property Tax Retention Period**

- 20 Years, starting with Education Grand List for calendar year during which first debt is incurred
- Any increment occurring between date of creation and GLY of first debt goes 100% to Education Fund and Municipal General Fund
- **Only** debt incurred within 10 years of creation may be retired using EPT revenues

- **Municipal Property Tax Retention period**

- Begins with first year and continues as approved by municipality

Tax Increment Financing District

Active TIF Districts

- Burlington Waterfront
- Milton North/South
- Winooski Downtown
- Milton Town Core
- Burlington Downtown
- Hartford Downtown
- Barre City Downtown
- St Albans City Downtown
- South Burlington New Town Center

City of Montpelier TIF District Feasibility and Development Proposal

July 2017



white + burke
REAL ESTATE INVESTMENT ADVISORS

Project Scope

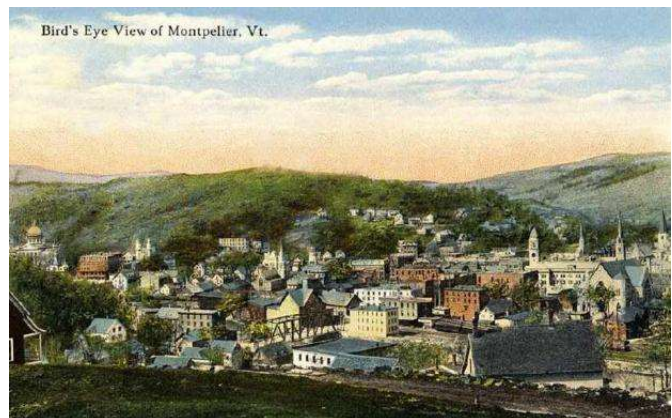
Phase One

The objective of the first phase is to determine the feasibility of a Tax Increment Financing (TIF) district in Montpelier and the community's readiness for a TIF district. This involves identifying potential private development projects, related public infrastructure investments that could help stimulate the private projects, and evaluating the possible boundaries of a TIF district. It also involves preliminary estimates of the financial viability of a TIF district.

For this first phase, White + Burke will review the work done to-date by the City and will also identify any gaps in the existing information (such as cost estimates for public improvements, other possible financial resources, etc.) and, to the extent authorized by the City, engage other consultants to provide the missing information.

From this, we will begin to synthesize the information to evaluate the physical boundaries of the District, the costs of necessary infrastructure investments, and the potential incremental taxable values that could be realized from private properties.

To determine TIF-readiness, we will bring together potential tax revenue and hypothetical bond structures to understand debt service and cash flow. If it is determined that a TIF District could be viable with the prospective projects and the team is comfortable with the various components and variables, we can proceed to the second phase of obtaining local approval and applying to the state.



Phase Two

With a feasibility analysis in-hand, the next step is local approval by the City Council. This involves preparation and adoption of written TIF plan that includes data and analysis and explains the opportunities and implications for the Town. Formal adoption of the TIF Plan will likely include one or more informational meetings (as necessary) to inform the community of the City's intentions with this tool. Then the City Council needs to approve the TIF Plan in a publicly-warned meeting.

If the City Council approves the Plan, the next step is to apply to the Vermont Economic Progress Council (VEPC). This application needs to be judiciously and collaboratively developed. The purpose of this application process is for the community to fully understand the impacts of the District and to convey the viability and necessity to VEPC. Their charge is to both ensure that these Districts are viable and that they will stimulate economic development above and beyond what would otherwise occur.



After submission of the application, VEPC will convene one or more hearings, including a District tour. This process will likely also include providing supplemental materials or responses to VEPC members. The hope is that this will result in approval by VEPC.

Prior Experience

Our belief in a strong Vermont economy and our deep understanding of the complexities and costs of downtown development are two of our most compelling reasons for supporting Tax Increment Financing in Vermont. With the right municipal leadership, community support, and market opportunities, these Districts can be enormously powerful and this starts with diligent and collaborative planning.

Over the past seven years, White + Burke has worked with four municipalities to plan and establish TIF Districts. All four Districts were successfully approved by VEPC, but it is important to note that each one was uniquely prepared. Each community had different opportunities and constraints depending on their infrastructure and market potential; each plan was developed differently based on the team and key stakeholders; and each was positioned distinctively based on its scale and relationship to the region.

In addition, White + Burke has worked with three of these Districts to help implement, monitor, and improve the usefulness of this tool since original approval.

■ Burlington – Downtown TIF District

Burlington's Downtown District was unique because of the existence of a Waterfront TIF District that was approved under a different set of criteria and regulation. Because of this, our scope included navigating communications and multiple internal procedures. Also, because Burlington is the biggest city in the state, there was a perception that development was inevitable. But in fact, there are additional barriers and costs associated with a denser area and, but for tax increment financing, projects could not



happen at the scale or in the manner desired by the community. White + Burke not only developed the TIF Plan and obtained VEPC approval with the City, but we also consulted on the process of voter approval and later assisted with ongoing maintenance and education around the TIF model used to monitor the District finances.

■ Hartford – White River Junction TIF District

The Town of Hartford had strong community support for TIF and strong leadership within the municipality. But the age of the infrastructure and the historic development pattern posed a unique set of barriers that prevented more traditional development from occurring. The WRJ TIF District Plan had an implementation plan that needed to be put into action very quickly, making this a high priority for the area. Its regional significance and its proximity to New Hampshire made this an especially important District economically. White + Burke worked with the Town to obtain VEPC approval and has consulted to the Town to analyze and verify debt capacity each year as new infrastructure projects are identified.



■ St. Albans City – Downtown TIF District

White + Burke began working with the City of St. Albans well before developing a TIF District, doing feasibility analyses and market assessments. As the team looked at redevelopment opportunities and the physical constraints, we identified TIF as a



possible mechanism to achieve the City's goals. White + Burke then worked with City leadership to analyze the financials of a TIF District. With consensus among the team and the community, White + Burke obtained VEPC approval and launched an operational District knowing that this larger plan was on the horizon. Since the District began, White + Burke has worked with the City to negotiate and

manage public-private partnerships in the core downtown block using TIF and many other financial tools. We continue to monitor the TIF District and strategize with the City for optimization of the economic development opportunities.

■ City of Barre – Downtown TIF

The City of Barre came to White + Burke as their major downtown streetscape revitalization was underway, but with more infrastructure limitations than they could afford independently. With many possibilities ripe for development, they knew TIF would be the right tool to land these projects that would bring vitality to the downtown. Through collaboration and creative negotiation, we worked with the team and



many partners to create a viable plan and create the downtown Barre TIF District. This has now supported the development of the Barre Place commercial building and has helped to alleviate the parking issues that limited the business feasibility in this area.

Who's Involved

Stephanie Hainley and Gail Henderson-King will act as project managers for this work, with assistance as appropriate from White + Burke's President, David G. White, and other staff members.



Stephanie Hainley (Senior Project Manager, COO) As a Senior Project Manager for White + Burke, Stephanie has developed four TIF Districts in the State of Vermont. Her work on behalf of these clients included area due diligence, financial analysis, stakeholder meetings, development of application and materials, public relations, testifying at legislature, representing municipalities before VEPC, and project management.

She has also managed development projects such as the Hannaford Supermarket in Bradford, VT, the Radiation Oncology project for the University of Vermont Medical Center, and has worked extensively on asset management for a variety of clients and estates. Stephanie's work for the firm as Chief Operating Office includes managing the company's daily operations, long-range planning and strategy, business development, and organizational management.



Gail Henderson-King (Senior Project Manager) With more than 25 years' experience in site planning and real estate development, Gail is adept at strategically organizing projects and project teams with a focus on efficiently meeting clients' needs. Her project work typically includes assembling and managing development teams, managing project schedules, preparing and obtaining land use permits, and creative problem solving. Gail's recent downtown development and public-private partnership work includes assisting the City of St. Albans with a Downtown Redevelopment project and working for the Town of Springfield on community revitalization efforts. Gail is a licensed landscape architect and a former municipal planner.

She is the past President of the Vermont Chapter of the American Society of Landscape Architects (ASLA), has served on the Alumni Board for College of the Atlantic, is the chair of the Town of Shelburne Tree Advisory Committee and was chair of the Shelburne Neighborhood Paths Committee that is responsible for sidewalk and bike path networks in the community. Gail holds a Bachelor of Arts in Human Ecology from College of the Atlantic and a Masters in Landscape Architecture from Cornell University.



David White (President) David is President of White + Burke, in which role he both consults to clients and supports the work of the Senior Project Managers in solving complicated real estate and economic development issues and getting complex projects done. With over 35 years of experience in real estate development and downtown revitalization, he brings depth and a range of expertise to clients including but not limited to strategic planning, financial analysis and packaging, and asset management. David brings a valuable mix of public, private, and non-profit experience to his work and has been instrumental in leading some of the Vermont's most significant and complex projects and revitalization efforts.

Cost and Time

We propose to do the work for these phases on a time and materials basis, not to exceed the amounts below without prior Town approval. These are good faith estimates; the ultimate cost is variable and greatly dependent on factors outside of our control.

For Phase One, we anticipate one trip to Montpelier to gather intel and brainstorm. For Phase Two, we anticipate two trips to Montpelier for local approval and two to three VEPC meetings in Montpelier.

Phase One Estimate: \$20,000

Phase Two Estimate: \$30,000

Not included in these costs are other consultants or specialists who might be needed to develop the materials or figures. For example, an engineer and / or cost estimator may be needed to determine the infrastructure project estimates. In developing the TIF District map and property data, a GIS specialist may be needed (if the Town does not have access to this expertise). Estimates for these costs will need to be obtained when more information is known.

The time this project will require is highly subject to the participation and availability of the municipal team and stakeholders. The level of access and resources provided by the City and other stakeholders will greatly impact the length of the project, as will external factors out of our control (such as VEPC's schedule, etc.)

We appreciate the opportunity to submit this proposal and we hope to work with you on this effort as the City explores this municipal tool. If you are in agreement with the terms of this proposal, we will submit a contract to be signed before we proceed.



CITY COUNCIL Agenda Item #17-236

Date: July 26, 2017

Consent ☐ Discussion ☒

SUBJECT: Council to decide whether to readopt 2010 Master plan or begin work on new City Plan.

SUBMITTING DEPARTMENT: Planning & Community Development

RECOMMENDED ACTION: The Director recommends a motion to readopt the 2010 Master Plan consistent with the requirements of 24 VSA 4387.

RELATED COUNCIL GOAL/PRIOR ACTION: The City Plan supports all of the Council Goals.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Title 24 Chapter 117 lays out the requirements for the development and adoption of municipal plans.

BACKGROUND INFORMATION: Based on a legal opinion by Mr. Gillies and a response from our city attorney, Mr. Rugh, it was determined that the city may be vulnerable to an appeal that our 2015 Master Plan is not valid. Council met on July 12th to discuss the matter and requested some additional legal opinions before deciding on a path forward.

SUPPORTING DOCUMENTS: An options memo is attached describing three options for the Council to consider including timelines for each option. A legal opinion from the City attorney regarding questions from July 12th is also attached.

INTERESTED PARTIES: Planning Commission.

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman".

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

July 21, 2017

VIA ELECTRONIC MAIL

William J. Fraser, City Manager
City of Montpelier
39 Main Street
Montpelier, VT 05602-2950
wfraser@montpelier-vt.org

Re: *Master Plan Readoption*

Dear Bill:

You have requested our opinion regarding certain aspects of the City of Montpelier's (the "City's") readoption of its 2010 Master Plan in 2015. At the outset, it is important to note that until a court order declares otherwise, the City's adoption of the 2015 Master Plan is presumptively valid. While some community members have argued that the City's Planning Commission did not follow the substantive requirements of 24 V.S.A. § 4387(b)(1) in readopting the Master Plan, the 2015 Master Plan remains valid until a court holds that it is not valid due to a defect in the adoption process.

As alluded to in our prior opinion, dated July 11, 2017, the validity of the 2015 Master Plan may be in question as a result of the alleged failure of the Planning Commission to follow the substantive requirements of § 4387(b)(1) during the 2015 readoption process. If community members' allegations are found to be true and the Planning Commission indeed did not review and update the information upon which the 2010 Master Plan was based or did not consider that information in evaluating the continued applicability of the plan prior to readoption, then the 2015 Master Plan may be invalid. However, the City could proceed as if the readoption of the 2010 Master Plan in 2015 was valid until a court orders otherwise.

You also have asked whether the City could readopt the 2010 Master Plan again in 2017 to protect the City if it is ever found that the 2010 Master Plan's readoption in 2015 was invalid. The City may readopt the 2010 Master Plan now,

provided the Planning Commission follows the requirements of § 4387(b) in considering readoption of the 2010 Master Plan.

Section 4387(b)(1) provides, “A municipality may readopt any plan that has expired or is about to expire.” There is no temporal limit in this provision that states, for example, that a municipal plan that has been expired five years cannot be readopted. The plain language of this section is broad and unambiguous. Again, it provides that a municipality “may readopt any plan that has expired . . .” *Id.* (emphasis added). The date on which a plan that is proposed to be readopted expired or how long it’s been since the municipal plan expired is irrelevant particularly since the plan will be updated when it is readopted in accordance with 24 V.S.A. § 4387(b). Therefore, regardless of how long it’s been since the 2010 Master Plan expired, the City can readopt it now.

The process for readopting municipal plans has changed somewhat in the last year as a result of the enactment of Act 90 in 2016. 2015, Act 90 (Adj. Sess.). While Act 90 extended the time period duly adopted or readopted municipal plans are effective from five years to eight years, 24 V.S.A. § 4387(a), it also imposed some new requirements on planning commissions in readopting municipal plans. Now, in addition to reviewing and updating the information upon which a municipal plan is based and considering such information in evaluating the continued applicability of the plan, planning commissions must also follow the steps outlined in subsections (A) through (G) of 24 V.S.A. § 4387(b)(1). These requirements include, but are not limited to, the need for planning commissions to consider the recommendations of regional planning commissions, engage in community outreach and involvement in updating the plan, address the required plan elements under 24 V.S.A. § 4382 and establish a program and schedule for implementing the plan.

If the City proceeds with readopting the 2010 Master Plan again, we recommend that the Planning Commission review the information upon which the 2010 Master Plan was based and update it to the extent necessary pursuant to 24 V.S.A. § 4387(b). The Planning Commission also has to consider whether such information renders certain provisions of the 2010 Master Plan inapplicable. As part of this process, we recommend that the Planning Commission make an affirmative statement in its report on the to-be-readopted Plan to the City Council that states specifically what information it reviewed and how or if such information was updated. If the validity of the to-be-readopted Plan is challenged, such a statement will assist the City in demonstrating that the Planning Commission followed the substantive requirements of § 4387(b)(1).

In addition to the other requirements of 24 V.S.A. § 4387(b)(1)(A)-(G) enacted as part of Act 90, we also recommend that the Planning Commission hold at least two public hearings with well-publicized advance notice. Section 4387(b)(1)(B)

requires the Planning Commission to “engage in community outreach and involvement in updating the plan.” To ensure community members have sufficient opportunity to comment on the to-be-readopted Plan, more than one public hearing should be held. Holding at least two public hearings with well-publicized notice should provide for sufficient community engagement in the readoption process.

You also have requested our opinion on whether the City Council can impose a deadline for the expiration of any municipal plan that is adopted or readopted. Although the Council may impose such a deadline, we advise against doing so. We question whether Council’s imposition of a deadline on the effectiveness of a municipal plan would be binding since it conflicts with the clear statutory directive that adopted and readopted municipal plans expire every eight years pursuant to 24 V.S.A. § 4387(b)(1). Instead of imposing a deadline on the effectiveness of a new or readopted municipal plan, we recommend that Council simply direct municipal planning staff and the Planning Commission as to when it would like to consider adopting a new municipal plan.

While the Council’s concerns regarding how long a municipal plan can remain in effect before it arguably becomes outdated are valid, the Council should abide by the statutory eight-year effective date of any plan that is approved. Again, this does not prevent Council from requesting that the City’s planning staff and Planning Commission consider adoption of a new plan within a certain period of time in the future. But the impacts of letting a plan expire are relatively severe if for some reason the Council-imposed deadline is missed. If a municipal plan expires the City cannot adopt zoning amendments and new capital budgets and programs. As a result, we recommend the City abide by the statutory eight-year effective period of a municipal plan and instead encourage the Planning Commission and planning staff to work expeditiously towards creating a new City plan if Council is concerned about the readopted Master Plan becoming outdated.

Lastly, we want to clarify our advice in our letters of July 11, 2017, and July 20, 2017, pertaining to when the City Council can hold one or more public hearings on the pending zoning regulation amendments (the “Zoning Amendments”). The Council must adopt the Zoning Amendments within one year after the Planning Commission holds its final hearing on the Zoning Amendments pursuant to 24 V.S.A. § 4442(g), or the Zoning Amendments will be considered disapproved.¹ It appears from the Planning Commission’s minutes that its final public hearing on the Zoning Amendments was on January 9, 2017. Therefore, the Council has until January 9, 2018, to adopt the Zoning Amendments, assuming a City plan has been adopted by that date. We want to emphasize that there’s no requirement that the

¹ However, as we will discuss in an upcoming opinion letter regarding the adoption process for amendments to zoning bylaws, there is good reason for the Council to act much sooner.

William J. Fraser, City Manager
July 21, 2017
Page 4

Council's public hearings on the Zoning Amendments wait until after a new City plan is in place. The Council can hold public hearings on the Zoning Amendments now; it just cannot formally adopt the Zoning Amendments until a municipal plan has been adopted.

Please let us know if you have further questions.

Sincerely,



David W. Rugh

DWR/gc

MEMORANDUM

To: City Council

From: Mike Miller, Director of Planning & Community Development

Re: Revised timeline for Master Plan and Zoning

Date: July 24, 2017

Based on some comments from David Rugh in his July 21, 2017, we needed to make some revisions to the timeline – specifically the first column that discusses the Continue Zoning/Readopt Plan.

Specifically, Mr. Rugh noted that the deadline for the Council to vote a decision on zoning is January 9, 2018 not April 10, 2018 as stated in his previous opinion. As the previous timeline had readoption finishing up in February we would need to make an adjustment, if possible, to cut a month off of that schedule. Second, Mr. Rugh recommends two planning commission hearings rather than the statutorily required one public hearing in order to clearly “engage in community outreach and involvement”.

Both Planning Commission and Council generally meet two meetings a month so this schedule take advantage of both meeting opportunities in a month. Because of the 30 day warning in September the October Planning Commission meeting on October 9 will not work (it is also Columbus Day). October, though, has 5 Mondays so I suggest the Commission schedule hearings for October 23rd and 30th.

It’s possible the Planning Commission could vote out the draft on October 30th but giving them one more meeting in November to vote changes means the Council can have it on November 15 possibly (if there is a meeting that week) and vote a date for hearing in late December. Council must have at least one hearing for Zoning and River Hazard but two for Master Plan so I have assumed two for both.

Keep in mind, one thing built into the earlier timeline was a window in case changes are made to the plan after the first hearing by the Council. Statute requires at least 15 days before the final hearing and the only Council meeting in January (unless a special meeting is called) will be January 3rd leaving a very narrow window to squeeze meeting if changes are made. To fit this new timeline that has opportunity for substantial changes been removed or will be required to occur at the first hearing with the addition of a special

meeting in January.

In table below C = Council; S = Staff; and P = Planning Commission

	<i>Cont. Zoning/ Readopt Plan</i>
August 2017	C. continues review of zoning matrix and votes changes S. Review and update info in plan P. Reviewing any MP sections that staff have ready for review
September	C. continues review of zoning matrix; If zoning complete- review river hazard regs; S. continue to review info in MP. Get plan draft to PC. P. review plan draft from staff. If ready set hearing date (30 day notice required). MUST BE DONE AT THE SEP 11 MEETING.
October	C. if needed wrap up river hazard regs. Zoning changes made by consultant and sent back to Council. S. Continue to facilitate zoning and MP hearings. P. MP hearing #1 (23 rd) and #2 (30 th)
November	C. Hearing drafts of both bylaws (zoning and river hazard) are ready to go and in hand. COUNCIL RECEIVES MP DRAFT (SEE BELOW) AND WARNS DATE FOR HEARING (MIN 30 DAYS). ALSO WARNS ZONING AND RHA. S. Incorporate changes to plan. P. Makes any final changes to MP if needed AND VOTES OUT PLAN DRAFT TO COUNCIL ON NOV 13.*
December	C. Because of the 30 wait, only the first MP and Z hearings. S. Helping to adopt.
January 2018	C. Second MP and Z hearing (prior to Jan 9). <u>Adopt both zoning and RHA and readopt plan</u>

*Staff has no control over this action. Assumptions made for a reasonable number of hearings based on the plan. We have assumed a reasonable best case scenario.

Please feel free to ask and questions or raise any concerns at the meeting Wednesday night.



CITY COUNCIL Agenda Item #17-237

Date: July 26, 2017

Consent ☐ **Discussion** ☒ **Time Sensitive** ☐
(outlined below)

SUBJECT: Water Resource Recovery Facility (WRRF) – Organics to Energy Project

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approval of a Project Development Agreement (PDA) with Energy Services Group for the development of improved organics receiving at the Montpelier WRRF and designation of the City Manager as duly authorized agent to execute the agreement.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make Steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state. Goal H – Maintain a clean and healthy natural Environment

EXPENDITURE REQUIRED: \$300,000 if project does not proceed to construction. Otherwise, rolled into the estimated construction cost of \$13.5 Million.

SOURCE OF FUNDS: Sewer enterprise fund, energy savings, tipping fee revenue

LEGAL REQUIREMENTS: City Attorney has reviewed contract documents

BACKGROUND INFORMATION: ESG is an energy services contractor with a specialty in wastewater treatment facilities. City staff and MEAC have been working with them to develop an project that will upgrade the facility with revenue generated and energy / cost savings to cover the debt service. This project will incorporate enhanced hauled waste receiving as well as address the planned aging infrastructure improvements.

SUPPORTING DOCUMENTS (2):

- Project Summary
- Project Development Agreement

INTERESTED PARTIES: Sewer Rate Payers, Energy Committee, DPW

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", is written over the City Manager's Approval line.

City of Montpelier Water Resource Recovery Facility Organics-to-Energy Project

Montpelier, VT

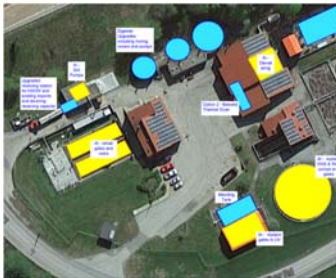


Location

Water Resource
Recovery Facility

Client

City of Montpelier, VT



Type of Contract
Energy Savings
Performance Contract

**Estimated Net
Annual Financial
Benefit**
\$270,000 - \$340,000

Estimated Cost
\$13.5 million
(Phase 1)

Project Benefits

- Fully upgrades the WRRF's solids treatment train with a 25 year plus expected life
- Increases revenue; reduces costs
- Generates and converts renewable energy to achieve net-zero goals

Project Overview

- The Organics-to-Energy (OE) project is a comprehensive upgrade of the Water Resource Recovery Facility's (WRRF) solids treatment train to improve performance and energy recovery.
- The project will generate enough revenue and savings to pay for the OE and other planned Aging Infrastructure (AI) upgrades.
- As a result, the WRRF will generate enough renewable energy (biogas) to achieve Net-Zero Energy status through this initial or Phase 2 scope.

The Need

- Due to aging infrastructure and process limitations, the WRRF solids (sludge) treatment train is not achieving its intended and potential performance standards.
- Operational issues include limited digester capacity and mixing performance, low biogas production, high sludge disposal volume, and limited organic waste receiving capacity.
- The planned Aging Infrastructure project will only provide a partial upgrade with partial performance improvement. An additional \$1.6 million in capital improvements are required in the next 5 to 10 years.
- The AI project will cost \$1.5 million more than budgeted and result in a \$230,000 annual debt service after efficiency savings. (Belt Filter Press was added to original budget due to recent operational problems.)
- Potential loss of Hartigan septage revenue - \$300,000. This key customer is requesting price reduction to continue hauling septage to the WRRF. The current inefficiencies limit City's ability to negotiate lower fees.

The Opportunity

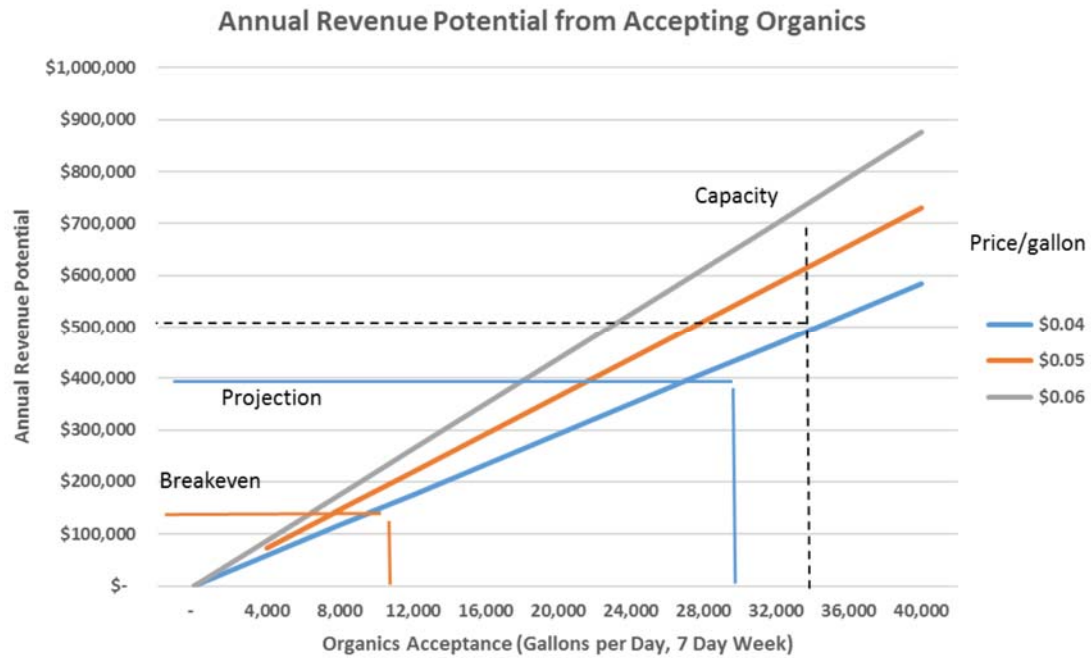
- The OE project will make the WRRF a true resource recovery facility through the co-digestion of sludge and organic waste into valuable renewable biogas energy.
- The revenue and savings are sufficient to pay for the \$1.5 million budget gap and the \$1.6 million in required future upgrades.
- Features include:
 - * Upgraded receiving station to allow increase in volume and diversity of hauled wastes
 - * Upgraded anaerobic digestion assets to increase capacity, enable co-digestion of high strength organic waste (HSOW) streams, increase gas production, and lower sludge disposal volumes
 - * Increases annual organics revenue by >\$300,000 to \$500,000
 - * Reduces energy and water costs by \$70,000
 - * Reduces sludge disposal costs by \$150,000
 - * Produces enough biogas to achieve Net-Zero Energy for the WRRF

The Impact of Organics Co-digestion

- The OE project will increase digester capacity by 34,000 gallons per day.
- ESG's survey indicates there is sufficient organics supply to fill this capacity.
- The chart on the following page illustrates the revenue potential of organic waste feedstock, including the volumes needed to cover project costs – "breakeven."

About Energy Systems Group (ESG)

- Certified Mass DCAMM ESCO
- National ESCO with over \$350,000,000 in annual revenue and 320 employees operating in 27 states
- ESG's Sustainable Infrastructure team is dedicated solely to wastewater treatment plant energy management, biogas-to-energy systems, anaerobic digestion/co-generation, and high strength organic waste procurement and management programs.



Guaranteed Energy Performance Contract

- Guaranteed price for delivered project (lump sum – no change orders)
- Open book pricing
- Savings and revenue guaranteed to cover cost of project up to 20 years
- Design-Build Process
- ESG responsible for sub-contract and equipment performance and risk

Next Step: Project Development Agreement

- Detailed Engineering Evaluation (DEE) is performed to define project scope, price, and savings/revenue guarantees. Fee is \$300,000.
- If the DEE results in a project that meets the City's acceptance criteria (e.g., revenue guarantee), the fee is rolled into the total project price if the City proceeds with the Performance Contract or paid by the City if it chooses to not proceed.
- If the DEE does not meet the City's acceptance criteria, there is no obligation to pay the fee.



Performance Based Contract Project Development Agreement

City of Montpelier, Vermont Between
AND **Energy Systems Group, LLC**

The purpose of this Project Development Agreement (“PDA”), effective the last date signed on this agreement, is to confirm the intent of Energy Systems Group (“ESG”) and the City of Montpelier (“Customer” or “City”) (individually, generally, a “Party,” and collectively, the “Parties”) to develop a **Performance Based Contract** that will subsequently allow the Customer to implement energy and operational savings measures for the purpose of reducing energy costs in the Customer’s facilities pursuant to the City of Montpelier Code, Chapter 2, Article III: Purchasing. This PDA follows the City’s selection of ESG pursuant to its January 12, 2017 Request for Qualifications for Performance Based Services to Implement Energy and Operational Savings Measures (the “RFQ”).

Pursuant to the RFQ, this PDA is intended to identify the project development tasks, including the obligations of both parties, the project metrics to be met, the intended outcomes and final contract implementation goals with respect to ESG's anticipated project savings and revenue guarantee. ESG is willing to perform the PDA at the risk of not earning a fee if it does not produce and demonstrate project consistent with the City's RFQ goals and this PDA. In exchange, the City commits to negotiate in good faith towards the final execution of a mutually acceptable, performance based contract with ESG.

ESG and Customer agree as follows:

1. Detailed Engineering Evaluation (Project Development)

ESG agrees to undertake and prepare a Detailed Engineering Evaluation (“DEE”) of potential cost reducing strategies, including operational efficiencies, and equipment efficiency improvement strategies to the Customer’s facilities and/or infrastructure. The Customer agrees to provide its complete cooperation with ESG in its preparation and completion of the DEE. ESG will provide to the Customer a Performance Based Contract which may include but is not necessarily limited to recommendations regarding the following Improvement Measures:

Receiving station

- Upgrade existing control panel with keypad access and control to support the 24x7 access to the transfer connections and control for two receiving stations with feedstock selection.
- Install a new transfer connection to accommodate two truckloads.
- Remove the existing septage treatment unit
- Install a BEAST
- Install progressive cavity pump to pump HSOW to the new blending tank.
- Install new piping from basement of Admin building to the new blending tank.
- Re-use existing leachate receiving tank.
- Re-use existing septage receiving tank.
- Provide new level indicator leachate and septage receiving tanks with communication to existing SCADA system
- Blending Tank

- Modify the existing abandoned aerobic digester tanks to act as the new blending tank prior to entering the digester
- The blending tank shall receive input from the Primary Clarifier, Septage and HSOW from Septage storage tank.
- Install submersible mixers by KSB.
- Install new and modify existing piping to receive HSOW directly from the receiving station, Septage from the Septage storage tank and sedimentation from the Primary Clarifiers.
- Modify existing piping as needed to distribute to each of the three existing digesters.
- Provide level indicate with communication to existing SCADA system
- Digesters
 - Replace the existing floating covers with fixed covers for digesters #1.
 - Replace the existing gas mixing system with linear motion mixer by Ovivo for digesters #1
 - Replace the existing fixed cover for Digester #3 (the larger) with a double wall membrane gas storage system
 - Replace pumps and update polymer injection system
 - Upgrade gas collection system
 - Heat all digester tanks
 - Drain and clean all digester tanks
 - Upgrade gas detection equipment
- Sludge Thickening/Dewatering
 - Modify sludge feed piping
 - Replace 2 sludge dewatering feed pumps
 - Upgrade gravity belt thickener
 - Replace belt filter presses with two new screw presses by FKC
- Headworks
 - Replace the existing grit pumps in kind
 - Replace grit cyclone and conveyor
- Primary Clarifiers
 - Concrete tank repairs
 - Replace gates
 - Add Handrails
 - Replace weirs
 - Rehab travelling bridges and replace interior components
 - Replace interior components
- Secondary Clarifiers
 - Replace gates
 - Replace drive assembly
 - Refurbish interior superstructure
 - Replace RAS pumps
 - Replace WAS pump
- Disinfection System

- Repair inlet gates
- Replace outlet gate
- Blending Tank Permitting
 - City approvals/Code Compliance
 - State of Vermont WW Division or FED Basis of Design Approvals
 - Act 250 Amendment
 - Division of Fire Safety Permit to Construct
 - Asbestos/Lead Paint Inspections

The above measures may be subject to change or modification if mutually agreed by ESG and the Customer.

2. Preparation of Performance Based Contract

The Parties intend to negotiate a Performance Based Contract under which ESG will design, install, and implement cost reduction and revenue generating strategies resulting from implementation of identified energy conservation measures that will adhere to performance standards as agreed upon by both Parties. The terms and provisions of such Contract will be set forth in a separate document. ESG will prepare and submit to the Customer a Performance Based Contract to implement the Improvement Measures identified as a result of ESG's DEE. This Contract shall be prepared on standard ESG contract forms and will include, but will not be limited to, the components listed on the following page:

- **Terms and Conditions**, a template will be provided for review during the development process.
- **Exhibit A - Scope of Work**
- **Exhibit B – Performance Guarantee**

Because organics waste revenue will represent the majority of financial benefit associated with the City's project, ESG is providing contemporaneous herewith, a confidential, trade-secret sample form Energy Performance and Production Guarantee and Organics Waste Management and Operational Services Agreement. The Parties' anticipated Performance Based Contract shall include a performance based guarantee and post-construction services agreement generally consistent therewith. Unless a Performance Based Contract is executed by the Parties, the sample guarantee and post-construction services agreement supplied with this PDA shall be considered "Confidential Information" pursuant to Section 6 hereof.

- **Appendices**

3. Financial and Utility Data Collection

Before the DEE, the Customer will furnish to ESG accurate and complete financial, process, energy usage and/or consumption data.

4. Price and Payment Terms

ESG is undertaking work and forgoing attendant business opportunities pursuant to this PDA at its cost and under consideration of the Customer's good faith intention to negotiate a Performance Based Contract following the DEE. The Customer agrees to pay to ESG a fee of **\$300,000** (the "PDA Fee") within sixty (60) days of receipt of the Performance Based Contract should the Customer decline to enter into the Performance Based Contract with ESG.

Customer has no obligation to pay the PDA Fee if one of the two conditions listed below are met:

- A. Unless otherwise agreed upon by the Parties in writing, within 60 days following Customer's receipt of the Performance Based Contract, the Parties will execute a Performance Based Contract. In such event, the Parties agree that any and all obligations under this PDA will have been fulfilled and satisfied and that this PDA will be superseded by the Performance Based Contract in its entirety. Further, in such event, the DEE will be incorporated into the services and work provided by ESG pursuant to the Performance Based Contract and will the PDA Fee will be included within the the total cost of Performance Based Contract, subject to any payment terms outlined therein.
- B. The DEE results in guaranteed projected cost reductions and guaranteed organic waste revenue that do not offset the price of the Performance Based Contract over the course of, at most, twenty (20) years. In addition to tipping fee revenues, "cost reductions" and associated project benefits may include, but are not necessarily limited to energy cost avoidance, utility cost avoidance, negotiated utility rate reductions, operating and maintenance cost avoidance and/or capital cost avoidance. If any organic wastes are rejected or disallowed by the Customer as a result of such organic wastes not meeting the Customer's established specifications or as a result of a determination by the Customer that such organic wastes are incompatible with the facility's processes, then such disallowed organic wastes and any earlier anticipated tipping fees revenues therefrom shall not be included in the calculation of the sum of revenue achieved, and no adjustment shall be made to the guarantee as a result of the rejection or disallowance to the amount of guaranteed revenue.

The Customer acknowledges that while ESG may have discussed general financial and funding source options with the Customer for a prospective Performance Based Contract transaction, ESG's performance under this PDA is not contingent upon the Customer's creditworthiness or ability to qualify or obtain financing for its execution of a Contract. If the Customer is not able to obtain financing, for any reason, ESG will nonetheless be entitled to receive the PDA Fee identified herein.

5. Contract Implementation and Timeline

The Customer has reviewed the qualifications of ESG in detail and has selected ESG to perform performance contracting services, including the DEE. The Customer agrees to work in good faith with ESG during its development of the DEE. Customer shall provide ESG with access to its facilities during normal working hours for the purpose of gathering information required for the DEE and will cooperate with ESG by providing timely, complete, accurate, and pertinent information as requested. Customer understands and appreciates ESG's efforts in performing the DEE; and while Customer is entitled to decline to enter into a Performance Based Contract, Customer agrees that in order to aid in ESG's timely completion of the DEE it

will not, for a period of 180 days following receipt of the Performance Based Contract, actively solicit, review, or consider any proposals that offer to implement the Improvement Measures listed in Section 1 of this PDA. Nothing contained herein shall prevent the Customer and ESG from good faith negotiations with respect to the execution and implementation of a final Performance Based Contract.

Although unlikely, in the event the Customer bids out the work developed and proposed by ESG under this PDA or goes forward with another firm to perform work developed in whole or in part as a result of this PDA and the DEE, ESG shall be entitled to receive additional compensation for the project development and DEE services in addition to the discounted PDA Fee, which compensation shall be equal to five (5%) percent of the total price of all such contract(s) amount entered into by the Customer with any other firm(s).

It is the intent and commitment of all parties identified in this PDA to work diligently, and cause others under their direction to work diligently toward meeting or exceeding the following estimated timeline goals:

ESTIMATED IMPLEMENTATION TIMELINE:

Project Start	07/26/2017 ✓
PDA executed	07/26/2017
Detailed Development	
% Design Review and Approval	08/31/2017
% Design Review and Approval	09/30/2017
Measurement & Verification (M&V) Workshop	10/15/2017
Contract Document Review	12/10 /2017
Final Customer Presentation	02/10/ 2018
Contract Execution	03/24/2018
Implementation Kickoff	04/02/2018

6. Confidentiality

This PDA creates a confidential relationship between the Parties. The Parties acknowledge that while ESG performs services under this PDA, each Party will have access to confidential information and intellectual property, including but not limited to cost information, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, designs, and other trade information and/or intellectual property relating to the other Party ("Confidential Information").

Except as authorized in writing, the Parties agree to keep all Confidential Information confidential. ESG may make copies of only that Confidential Information necessary for performing the DEE. Upon either Party's request, both Parties will return or destroy all such information and all documents, data and other materials in their control that contain or relate to such Confidential Information, with the exception of any such records that are required under the Party's record retention policy, in which case such records shall otherwise remain subject to the confidentiality obligations described herein.

Notwithstanding anything contained herein to the contrary, the Parties' obligations of confidentiality with respect to Confidential Information shall survive for a period of one year following expiration of this PDA pursuant to Section 8, below.

The Parties agree to keep and maintain confidentiality regarding its undertaking of the obligations under this PDA. ESG shall coordinate its services only through designated Customer representatives and shall provide information regarding the DEE to only those persons approved by Customer.

7. Miscellaneous Provisions

This PDA cannot be assigned by either party without the prior written consent of the other party. This PDA is the entire PDA between ESG and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between ESG and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this PDA.

This PDA shall be enforced and interpreted in accordance with the laws of the State of Vermont except its choice of law provisions. Any difference or dispute arising out of this PDA or relating to this PDA, including, but not limited to, payments under, or the breach, invalidity or termination hereof, which cannot be amicably settled between the Parties shall be finally settled by arbitration to occur in Evansville, Indiana, in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in force on the date of this PDA. Either Party shall be entitled to commence such an arbitration if it has served a notice on the other Party or Parties to the dispute requesting the Parties to meet in order to settle the dispute or difference and the difference or dispute has not been settled by the Parties by agreement within 90 days of the service of such notice.

8. Agreement Expiration

This PDA will expire upon the occurrence of any of the following: (a) the Parties' full execution of the Performance Based Contract or a substantially similar version thereof; (b) 24 months following the latest date of execution, identified below; or (c) the Parties' written mutual consent to terminate.

Customer acknowledges that ESG may take a phased approach in its evaluation of Customer's facilities, infrastructure, and systems; however this PDA can be utilized repeatedly for each phase of work and each subsequent project that is developed. The acceptance of any subsequent phased implementation stages will be handled as an amendment to this PDA and the resulting Performance Based Contract. Each time this agreement is utilized for future phases of work the agreement expiration date extends another _____ () months from date of subsequent contract execution.

Energy Systems Group, LLC	City of Montpelier, Vermont
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

** This PDA represents the business intent of both parties and should be executed by the parties who would ultimately be signatories to a final Performance Based Contract.*

**Supplied herewith is ESG's confidential, trade-secret sample form Energy Performance and Production Guarantee and Organics Waste Management and Operational Services Agreement*



CITY COUNCIL Agenda Item #17-238

Date: July 19, 2017

Consent ___ **Discussion** **X** **Time Sensitive** ___
(outlined below)

SUBJECT: Revisions / Additions to Fees – as per FY18 Budget

SUBMITTING DEPARTMENT: Department of Public Works & Finance Department

RECOMMENDED ACTION: Approve revisions to the Code of Ordinances, Article V, Sections 3-502.1 EXCAVATIONS and 3-502.2 OBSTRUCTIONS to amend the amount of the fees assessed by the Public Works Department as administered through the issuance of the Construction & Access Permit. Open the public hearing. Consider approval of the second reading per attached revised wording to amend the ordinance removing the reference to fees and approve setting of associated fees by City Council resolution.

Consider the Department of Public Works "Permit Fees", take testimony as needed and approve the fee structure by resolution as presented or as amended.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal A: Keep Montpelier Affordable (Seek new revenue sources – implement user fees in budget).

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: City Charter: §301 Powers & Duties of City Council, part 8 "Establish fees and benefit charges for City services, permit, licenses, hearings, and uses of City property....."

BACKGROUND INFORMATION: The revenue from the increase of fees is included in the FY18 general fund budget. Fees were last adjusted by ordinance amendment of Sec. 3-502.1 & 502.2 on April 9, 1985 & June 13, 1990 respectively. A 25% increase in fee revenue was projected which can be achieved both through an increase in construction related activity and/or a modest increase in fees.

The City Council, during their regular meeting of July 12, 2017, approved first reading with an amendment to remove the fees from the written ordinance and replace with wording consistent with §301 of the City Charter: "Public Works fee structure as set from time to time by City Council approval." A supporting memo is attached to explain the revisions, ordinance amendment wording and City Council action needed.

SUPPORTING DOCUMENTS: DPW Memo dated July 19, 2017
DPW Permit Fees Resolution

INTERESTED PARTIES: Property owners, contractors & developers

CITY MANAGER'S APPROVAL:

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City of Montpelier
Department of Public Works
Memorandum

To: Hon. John Hollar, Mayor and Montpelier City Council
William J. Fraser, City Manager

From: Thomas McArdle, Public Works Director
Todd Provencher, Finance Director

Date: July 19, 2017

Subject: Ordinance Amendment: Chapter 3, Art. V, Sec. 3-502.1 & 502.2
Revision to amend fees for Excavations & Obstructions
Wording for second reading

At the first reading of the proposed amendments by the City Council during the public hearing held on July 12, 2017, a motion was made, seconded and approved to amend the wording of the above referenced ordinance sub-sections. Said amendment required the removal of the actual amount of the applicable fees as printed in the ordinance for associated permits administered by the Public Works Department. In place of the printed amount of fees, reference is to be made to a fee structure considered and established by the City Council from time to time as deemed appropriate. The intent of the amended ordinance wording is to provide for periodic reconsideration without the need to amend the ordinance each time a fee is revised and to be consistent with similar revisions previously approved for the establishment of municipal fees.

For the second reading of the amendment, the City Council is provided the suggested revised wording as printed below. An accompanying document entitled "Resolution – Recognizing the Department of Public Works Fees Established by the City Council" is attached and shall serve as the fee structure for these purposes. Upon approval of the ordinance amendment, the City Council should entertain a motion to resolve to approve the Permit Fees for "Construction & Access Permits" as recommended by the Director in the amount of \$60 per SY for Excavations & \$20 per day for Obstructions of a public right-of-way.

Sec. 3-502.1. EXCAVATIONS.

(d) For excavations which involve bituminous concrete pavement and take place within the traveled portion of a roadway including the parking lane and sidewalk, the permittee(s) shall pay to the City a fee of ~~\$50.00 per square yard~~ **as established by resolution of the City Council.**

Sec. 3-502.2. OBSTRUCTIONS.

The permit fee for the obstruction of a public street, road, place or way including sidewalks as described in Sec. 3-502 shall be ~~fifteen dollars (\$15.00)~~ **the amount established by resolution of the City Council** ~~per day~~ **for each day** that the obstruction exists.



RESOLUTION

RECOGNIZING THE DEPARTMENT OF PUBLIC WORKS FEES ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF MONTPELIER

FEES PERTAINING TO CHAPTER 3, ARTICLE V, SEC. 3-502. PERMIT TO DIG OR OBSTRUCT PUBLIC WAY.

SECTION 3-502.1. EXCAVATIONS

A fee is established for "Resurfacing (bituminous concrete, Portland cement concrete): Defects and Fee"

(d) For excavations which involve bituminous concrete pavement and take place within the traveled portion of a roadway including the parking lane and sidewalk, the permittee(s) shall pay to the City a fee of sixty dollars (\$60.00) per square yard. Payment of said fee shall be based upon a measurement by the Director of Public Works of the actual limits of the excavated area. The permittee shall pay to the City a fee based upon an estimated square yardage upon receipt of the permit and said fee shall be adjusted when the measurement as defined above is conducted.

SECTION 3-502.2. OBSTRUCTIONS

The permit fee for the obstruction of a public street, road, place or way including sidewalks as described in Section 3-502 shall be twenty dollars (\$20.00) per day that the obstruction exists.

EFFECTIVE DATES

Department of Public Works fees were made effective July 26, 2017.

Adopted this ____ day of July, 2017

SIGNED:

John Hollar, Mayor

Council Members:

CITY SEAL:

John Odum, City Clerk



CITY COUNCIL Agenda Item #17-239

Date: July 26, 2017

Consent ___ **Discussion** X **Time Sensitive** ___
(outlined below)

SUBJECT: City Council Goals and Policies

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Review and adopt Council goals.

RELATED COUNCIL GOAL/PRIOR ACTION: Annual Goal Setting

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The Council annually sets policy goals for itself and action goals for the staff. The first Council work session was held on April 11th.

SUPPORTING DOCUMENTS: Goal list; Calendar of Goal Initiatives; Council policies list

INTERESTED PARTIES: Council, Staff

CITY MANAGER'S APPROVAL:

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DRAFT 2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
A	Affordability	Adopt budget within resources available	Set funding levels and priorities	Early discussion about budget	Budget projections presentation	Finance	Workshop	Sept. 27, 2017	Establish budget process Budget projections presented
			Review Personnel Costs	Negotiate fair but contained collective bargaining agreements Update staff/salary study	Continue negotiations Report on current staffing, ideas to bring number below 100	City Manager Finance City Manager Finance		Oct. 2017 Sept. 27, 2017 Part of budget discussion	Update Council on Police negotiations Suggestions to Council on Potential of cutting staff Below 100
			Continue to seek efficiencies and savings	Secure grants; improve energy efficiency in city facilities.	Progress Reports to Council	All Depts.		On-going, starting in Dec. 2017	Updates to Council outlining Specific progress improving Efficiency in city buildings
		Keep tax rates and user fees sustainable	Establish long term sustainability target	Develop a 3-5 year budget plan	Agenda item for Council	City Manager Finance Council	time	Oct. 2017	Staff will update existing 5-year plan for Council discussion, with additional needed information.
		Seek new revenue sources	Decide whether to pursue local sales tax	Compile data on sales tax and a recommended plan for decision making; include outside input (chamber of commerce)	Report on data, potential process	City Manager		Oct. 11, 2017	Present local sales tax info And options to Council; Discuss tax options/action.

DRAFT 2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
B	Good Governance	Strengthen high performing organization	Promote Leadership Values and Philosophy	Continue Staff leadership team model, encourage training, Council provides regular feedback to staff through City Manager.		City Manager Council	None	Begin immediately, on-going	Document and report on staff training participation; Council is comfortable providing staff feedback.
		Maintain excellent public communications	Improve outreach	Improve website, Facebook and other social media; develop specific communications strategy for major projects, and plan for city depts. to communicate with public/Council.	Work with all departments and Council.	Asst. City Manager Interested Council Members	No financial obligation, but increased staff time. Already underway.	This has already begun: Web page improvements increased social media; but must be expanded.	Keep Council updated on changes, track Facebook and other social media interactions.
				Obtain updated survey data	Conduct updated National Citizen Survey	Asst. City Manager	\$10,000 Contingent on FY 18 budget.	Oct. 25, 2017	Survey report to the Council. Discussion of next actions.
		Meet organizational needs							
			Update Personnel Plan	Meet to focus on peronnel issues/concerns/ideas	Work with Pers.Plan committee	City Manager HR Departments	TBD	June 2018	Present Council with updated plan that suggests

DRAFT 2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
									changes to ensure efficient, effective city government.
			Establishing a clearer, more directive evaluation process for city manager and Council	Create a formal process for both manager and council evaluation	Committee to draft proposed plan for Council approval	City Manager and 2 Council Members	None	Aug. 23, 2017	Evaluation process reported to Council; action taken
			Emphasize Employee Wellness	Continue wellness program	On-Going	Finance		On-going	Provide briefing for Council as desired.
			Implement asset management program	Provide status update and demonstration of the program to Council	Implementation of plan	DPW		Dec. 2017	Demonstration for Council

DRAFT 2017-2018 City Council Goals



C	Public Safety	Address Drug Issues proactively	Continue all efforts to educate the public and curb drug abuse in our community, including expanding Project Safe Catch; Integrate support programs throughout city government	Re-emphasize and publicize Safe Catch (using last year's # as a base); Convene a public forum to discuss problems/alternatives Provide staff training in recognition of drug abuse and referral to treatment programs.	Provides stats ie overdoses; expand programs for families of addicts. Increase needle drop-boxes.	MPD Community Services Council State's Attorney, others	TBD	Planning gets underway in Nov. 2017; drug forum held in the Spring.	Public forum is held; Council is regularly updated on drug-related stats.
		Maintain Emergency Preparedness	Prepare in advance for Events, Marches, Street Closures and Protests	Provide summary of costs and resources needed at public events. Discuss whether costs can be assessed to participants.	Consider fee for Corp. Cup; list these costs as budget line item; include in event cost list.	Finance MPD MFD DPW	TBD	Currently collecting event costs, and reporting to Council. Decision is part of budgeting work.	Council to decide if a fee or other charges are appropriate. Staff will recommend.
			Maintain resiliency from Natural disasters	Complete Flood Mitigation Plan	Receive and review plan from consultant	DPW Council	None, recommended action might require costs (dam control?)	Flood plan is underway; expected as early as Aug.	Council will be briefed on plan, staff will recommend any action; Council discussion and action

DRAFT 2017-2018 City Council Goals



		Improve Public Safety Capacity	Make decision on participation in Regional Public Safety Authority	Negotiations continue with additional communities for dispatch	Council will be briefed on final recommendations; decision on Ceding authority	Council reps MPD, MFD City Manager City reps	Unclear, that will be part of CVPSA report	November 2017	Council has asked for specific information, including cost impacts, of plan.
			Update Continuity of Operations Plan (COOP) and conduct training on Plan.	Continue joint training with neighboring communities	Conduct Preparedness drill with Council	MPD MFD EMS	None	Council drill: Aug. 23, 2017	Safety plan and active drill for Council; staff
			Continue Paramedic program	Hire qualified paramedic staff as opportunities occur	Explore funding opportunities for training	Fire	Trans Funds	On-going	Update Council during budget discussions.
		Use Restorative Justice practices	Continue ordinance review and changes	Incorporate restorative justice language into ordinances and policies as opportunities arise.	Review all ordinance proposals	CJC Manager Council	N/A	On-going	Complete review, make language changes
		Maintain Safe facilities	Improve crosswalk safety	Provide information on options and implement selected plan, enforce crosswalk parking	Staff will make proposal for Council discussion and action	DPW Council's MTIC MPD	Unclear, that will be part of budget work and the proposal.	Nov. 2017	Work is already started, but Council will be updated
			Identify cooling and warming centers for extreme temperature conditions	Identify public locations where people can seek relief	Work with public/private groups to develop plan and publicize	Community Service, MPD, With partners	No cost anticipated; services exist	Nov 2017	Present plan to Council, actively publicize centers

DRAFT 2017-2018 City Council Goals



			Expand E-911 compliance	E911 sub-committee will research resources needed; brief full Council	Develop a plan for expanding E911 compliance	Planning, Small Council group	No cost anticipated; work already underway	Subcommittee has been appointed. Report due by Nov. 1, 2017	Brief Council on suggested action to increase E911 compliance
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DRAFT 2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
D	Economic Development	Enact responsible growth policies	Adopt and implement zoning	Conduct hearings, make final changes and adopt	Council and Public Hearings	Planning Council		On-going	Council approval of zoning report
			Implement EDSP	Work with MDC Approve MOU with MDC Provide funding as per EDSP	MOU presented, being reviewed	MDC, City Manager, Council	\$100,000 /yr for 5 years		Update Council Part of Council's budget work
			Master Plan	Decision on deadline Planning Commission to begin work Consider Net Zero finalist concepts	Need decision on deadline	Planning Council		July 26, 2017	Council sets process
			Develop internal toolkit and policies to increase capacity to support development	Create policy on infrastructure needs for development for council consideration Formalize internal revolving loan fund Recommendation on TIF implementation	Create policy Presentation on July 26	City Manager Planning MDC City Manager	\$20,000 initially, another \$30,000 if move forward, plus application and consultant fees	June 2018 July 26, 2017 proceed with consultant	For budget discussion Council kept updated on TIF plans, action might eventually be required

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		Facilitate Economic Development opportunities	Support Existing businesses	NECI River St and Berlin St. area Community promotion Use DID	On-going	MDC Mont. Alive City Manager	Montpelier Alive	On-going	Council will be updated on a timely basis of progress/issues
			Provide support, coordination, review, contract assistance, communication to potential commercial projects	Mowatt Capitol Plaza Caledonia Spirits Actively recruiting new projects	On-Going	City Manager, MDC	Cost included in various Taylor Street pieces	Hoping to close Mowatt by end of August, working with Cap Plaza, Cal Spirits deals near completion. Will update Council	Keep Council up to date on progress.
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E	Housing	Facilitate Housing projects	Continue support of One Taylor Street, French Block and other housing projects currently being discussed and/or planned.	Continue project assistance as needed; keep Council well-briefed moving forward.		City Manager, DPW, Planning, Partners including DEW, Downstreet	We are investing staff time, contracts break out costs. Vary on projects.	Pieces of the various projects might require Council approval; staff will provide information and keep Council informed.	Progress on project Update Council
			Support work with landowner on Sabins Pasture development plan	Help facilitate discussions with potential developers and land owners, neighbors, etc.	Meet with landowner, set up meetings with interested developers	City Manager MDC DPW	N/A	This is already underway. City Manager will keep the Council informed going forward. Hoping for solid progress by July 2018	Progress on project Update Council

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		Promote varieties of housing opportunities	Complete housing strategic plan	Included in the Master Plan	Write Plan	Planning Housing Task Force	N/A	On-going	Complete and Council approval of plan
			Improve quality of rental housing	Discuss fee to expand inspection program, to ensure safer and healthier rental options.		Planning Housing Task Force	Expense would be determined, possibly ½-time inspector, funded with appropriate fee	Part of budget work that is scheduled to begin on Sept. 27, 2017	Decision by Council on whether to add and inspector, or improve process in another way.
			Address barriers to housing	Review sprinkler ordinance	Staff will review ordinance, make recommendation to Council	Fire; Planning	Cost impacts, if any, will be included in staff recommendation.	March 2018	Council will consider and act on any staff recommendation.
				Review rehab programs for existing housing (this is a resource issue/CDBG?)		Planning Housing Task Force	Costs TBD	February 2018	Recommendation will be presented to the Council for action.
				Enact regulations and policies which support housing development	This is a key piece of zoning discussions	Council Planning		On-going	Council approval of zoning changes.

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F	Quality of Life	Improve downtown infrastructure	One Taylor St	Right of Way obtained Final design of path and building Architectural and construction documents executed Option agreement signed/housing	Include action on Mowatt property, architectural design completion, etc.	City Manager Planning DPW		On-Going	City Manager will keep the Council updated on progress of this important project.
			Taylor St reconstruction and water quality improvements	Complete Project	This work is progressing	DPW	TBD	On-Going	Update Council
			Downtown Paving Project	Complete Project	On-Going	DPW		On-Going	Update Council
		Improve Parking	Complete Parking Plan	Plan to be integrated into Master Plan Look at city staff parking benefit Understand parking needs as related to development Feasibility analysis on rail initiative	Council members are meeting on this issue, and will look at parking issues in details.	City Manager Planning Council members	Bond Or Revised Capital Plan	Oct. 25, 2017 Run ads in paper two months prior	Council subcommittee reports progress/decisions? To full Council. Council will decide how to proceed.
		Provide Financial and Logistic Support for downtown	Continue DID	Review and approve DID budget		Council Mont. Alive		Budget work begins Sept. 27, 2017	This will be part of budget discussion.
			Fund Montpelier Alive	Review in budget	Part of budget work, which begins in Sept.	Council, Mont. Alive		Budget work begins Sept. 27, 2017	Decision by Council on funding Mont. Alive
		Enhance Sense of Place	Complete Art Master Plan	Complete and approve design Identify funding sources		Planning Montpelier Alive			Report to Council
			Wayfinding Sign Plan	Complete and approve design	Mont. Alive is	Mont. Alive; DPW	N/A	Oct. 2017	Report to

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				Identify funding sources	working on this; will update council				Council on status.
			Institutionalize Parklet program	Adopt parklet ordinance	Council Action	City Manager	N/A	Aug. 23, 2017	Ordinance approved
		Develop a Healthy and Welcoming Community	Continue with pedestrian and bicycling initiatives	Implement Montpelier in Motion Plan, Complete Streets Plan Consider multi-use trail options	This work is on-going; Council will be kept up to speed.	Parks MTIC/REC	N/A	This is in process; Council will be briefed as this progresses.	Council will be briefed, action sought as needed, and appropriate plans implemented
			Accessible programs	Ensure Community Services programs are available to all ages, incomes and abilities	Staff will review scholarship/income issues, etc., to identify barriers.	Community Services	Review costs	Nov. 2017	Provide an update to Council of any barriers identified; action recommended.
				Complete ADA Transition Plan	Staff and ADA committee working toward compliance.	DPW City Manager ADA Committee	Funds earmarked for compliance	On-going	Regular updates on progress presented to Council.
				Consider gender neutral bathrooms in city buildings	Staff will research best practices; current status of buildings	Facilities Council	TBD	Jan. 2018	Report findings and recommendations to Council for approval
			Promote open space	Adopt Open Space Master Plan	Council needs to be briefed on plan	Conservation Commission	Costs, if any, will be included in plan		Council will be asked to discuss and act on plan.
				Adopt Official Map	Council needs briefing	Planning/Planning Commission	N/A	2018	Act on Official Map

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				Incremental improvement of Blanchard Park	Staff to prepare plan	Parks MPD	Costs will be part of plan	On-going	Report plan to Council; approval
				Create management plan for Stonewall Meadows Park	Staff to prepare plan	Parks	Part of plan	On-going	Report plan to Council; approval
			Address dog concerns in a balanced manner	Consider revised ordinance	For Council agenda	City Manager Parks	N/A	Sept. 13, 2017	Ordinance Action
				Consider creation of dog parks	Prepare plan, seek public input	Rec Parks	Cost will be included in plan	April 2018	Make a recommendation to Council

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G	Infrastructure	Complete Current Major Projects	One Taylor St	On-Going	Construction 2018				City Manager will keep the Council updated on progress and changes to any projects in a timely manner.
			Taylor St. Reconstruction		2017-18				
			Shared Use Path (Winooski East Extension)		2018				
			Downtown repaving		2017				
			Northfield Street		2017-18				
		Fund/Implement CIP Maintenance	Complete projects Reference CIP plan with dates Full funding in budget	Review plan for sufficiency of funding for future needs	Bring streets to 70 PCI Update Council	CIP DPW	Funded CIP (update PCI index)	2019	Agenda item for Council
			Implement adopted water/sewer plan Implement equipment plan	Review plans for sufficiency of funding for future needs	Staff will review needs/funding /options	DPW CIP Council	TBD	Part of budget work to begin in Sept. 2017 On-going	Budget
		Consider new projects/initiatives	Establish process for project approval Determine future of Rec Center/ Community Center possibilities	Draft a project development plan Feasibility Study; Identify partners, gauge community support	 CIP to consider RFP proposal	City Manager Community Services Planning	 \$40,000 CIP request	May 2018 July 2017 for RFP; longer timeline for study and eventual	Present to council for discussion/approval. Issue RFP for study, keep Council informed

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								report to Council	
		Address Facility needs in a coordinated manner	Consider facility maintenance and operational needs	Maintain buildings	Update on facilities manager position	City Manager DPW	\$25,000 (manager's cost)	Maintenance is on-going Update Council in Dec. 2017	Update Council on maintenance, Council discussion of facilities manager position.
		Ensure that District Heat Montpelier is financially sound	Pursue new customers	Unitarian Church Capitol Plaza TD Bank	Grant funding MEAC	MEAC Council	N/A	This is already underway; Update council in Dec. 2017	Keep Council informed

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H	Environment	Move toward Net Zero	Continue progress with Municipal efforts	Track and report energy use Use revolving loan fund	MEAC report to Council; RFP issued to assess municipal building efficiency	Finance MEAC	Assessment will clarify what funds might be needed	Spring 2018	Council update; might have action item to expand efficiency work
		Provide Effective Storm Water management	Implement Stormwater Master Plan Continue focus on storm water management	Create a working group to implement Stormwater Master Plan and consider policy for private property Complete low cost/high impact recommendations Consider long term funding (utility?)	Review permit requirements in 2018	Council DPW Conserv. Commission CJC (support) CIP	Grants?	March 2018	Report progress to Council. Outline any action required.
		Assure Clean rivers and waterways	Implement CSO rules	Identify needs, projects. Develop cost estimates.	Prepare for long-range control plan	DPW	Costs being developed	March 2018	Report to Council
				Complete roof drain study	Recommend implementation plan	DPW	Grant	June 2018	Study completed, implementation plan presented to Council for discussion.
		Be as Energy Efficient as possible	Implement efficiency practices	Consider fuel switching, track vehicle miles and usage, review possible acquisition of hybrid and electric vehicles for city, review city vehicle idling	Consider charger installation increase (part of parking plan?) Document miles, review issues, idling data	Finance Police	TBD	April 2018	Update Council with data and information collected on transportation efficiency opportunities.

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		Provide Clean Drinking water	Limit risk related to water source	Charter Change – continue with negotiation process	Discuss options going forward	DPW City Manager	Unclear	On-Going	Council action will be required
		Implement Greening America's Capitals	Evaluate concepts and selection for advancement	Taylor St reconstruction	Select next project; identify funding	Planning	TBD	May 2018	Present proposed 'next project' to Council.

City Council

Calendar of Goal Initiatives

MONTH	Reference Letter	Proposed Policy Goal	Proposed Action-Deliverable to Council
2017			
July	D	Enact growth policies	Make decision on timing of Master Plan/Zoning
	D	TIF	Council to act on hiring TIF consultant
	G	Determine future of Rec Center	CIP will be asked to approve RFP for feasibility study
Aug.	B	Clearer evaluation process	Council approves new evaluation proposal
	C	Improve Public Safety	Council safety drill
	F	Parklet Program	Council acts on ordinance
Sept.	A	Start budget work: Set funding levels	Establish budget process/projections; this will be on-going (include staffing levels, new revenue, efficiencies, etc.)
	B	Meet organizational needs	Update council on asset management program
	D	Increase development support	Formalize internal revolving loan fund
	F	Dog Ordinance	Council to act on proposed ordinance
Oct.	A	Long-term budgeting	Staff will update current 5-year budget plan
	A	New revenue sources	Staff will present local tax options/Council action?
	B	Improve citizen outreach	Council will act on National Citizen Survey proposal
	F	Parking Plan	Subcommittee recommends decide how to proceed
	F	Wayfinding Signs	Mont. Alive reports plan to Council
Nov.	C	Improve public safety capacity	Make decision on regional Public Safety Authority
	C	Address drug issues	Planning gets underway for forum/staff training
	C	Crosswalk safety	Update council on progress improving crosswalks
	C	Warming and cooling shelter	Present plan to Council, begin publicizing
	C	Expand E911 compliance	Brief Council on action to increase compliance
	F	Accessible programs	Council briefed on accessibility of city buildings/programs
Dec.	A	Energy efficiency savings	Update Council on progress with city buildings
	B	Asset management	Demonstration for Council
	G	District heat	Update Council on potential new customers
	G	Consider facility maintenance needs	Update Council on maintenance progress/manager job
2018			
Jan.	F	Accessibility	Council considers proposal for gender neutral

			bathrooms in city buildings
	F	Official Map	Council to act on adoption of Official Map
Feb.	E	Barriers to housing	Council will consider rehab of existing housing (\$)
March	E	Barriers to housing	Council might reconsider sprinkler ordinance/review
	H	Stormwater Masterplan/management	Working group reports progress to Council; outlines and action required. Update on CSO rules/controls.
April	F	Dog Parks	Council to consider recommendation on dog parks
	H	Track efficiency in city buildings	Brief Council, might have action item
	H	City Vehicle efficiency study	Presented to Council (electric vehicles?)
May	C	Improve public safety capacity	Conduct preparedness drill/Council drill
	G	Establish process for project approval	Present to Council for discussion/action
	H	Select next Greening America project	Present project to Council
June	B	Meet City/staff organizational goals	Present updated personnel plan
	D	Increase capacity to support growth	Create policy on infrastructure needs for development
	H	Complete roof drain study	Implementation plan presented to Council
July	E	Sabins Pasture housing project	Solid progress by July 2018; brief Council
	G	Plan for future funding needs	Agenda item: Infrastructure needs/adequate funding
Dec.	F	Develop welcoming community	Adopt official map
	G	Implement CIP Maintenance	Bring streets to 70 PCI; update CPI index
On-Going	B	Strengthen good government	Provide timely info to Council, improve staff skills
			Provide summary of event costs, consider fees
			Incorporate restorative justice into ordinances/policies
	F	Develop welcoming community	Consider multi-use trails
	F	Maintain vibrant neighborhoods	Enforce nuisance and junk ordinances
	H	Environment: Assure clean waterways	Implement CSO rules, identify needs and projects



America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Ashley Hill
Rosie Krueger
Jean Olson
Justin Turcotte
Anne Watson

William Fraser
City Manager

Sue Allen
Assistant City Manager

City Council Policies:

Adopt a budget that is within available resources, while keeping tax rates and user fees sustainable.

Ensure City Government is a high performing organization, operating efficiently and communicating appropriately with the Council and the Public.

Focus on strategies to keep the community safe, including expanding public awareness and outreach on the substance abuse issue, as well as emergency management and preparation for natural disasters.

With public input, take appropriate steps to strengthen economic development across the city: Supporting existing businesses, attracting new employers, and ensuring local zoning and planning encourage appropriate development.

Continue to increase housing options for people in every income level – including additional 'affordable' units like those planned for French Block and 1 Taylor Street, as well as market-priced housing.

Preserve and improve the quality of life for those who live, work and play in Montpelier, with safe roads, adequate parking and commuter alternatives, pedestrian and bicycle options, community services, and more.

Move forward with vital infrastructure projects, including 1 Taylor Street, Northfield Street work, the Bike Path expansion; and ensure the City is able to maintain its facilities and infrastructure into the future.

Enforcing the City's environmental standards, promoting energy efficiency, improving water quality, moving forward with Greening America's Capitals initiatives, and taking every reasonable step to protect the City's drinking water supply.