



Agenda for Special City Council Meetings

City Council Chambers, City Hall
Wednesday, July 22, 2015
5:00 P.M.

- 1) Call to Order by the Mayor
- 2) 15-197. Review and Approve Agenda
- 3) 15-198. General Business and Appearances
- 4) 15-199. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes from the July 8, 2015 Special City Council Meeting, as well as the July 8th Regular City Council Meeting which followed.
 - b) Approve request from Sandy Vitzthum for the closure of Loomis Street (from Park Avenue to Liberty Street) for their 12th Annual Block Party on Saturday, August 15th, from 5:00 to 8:00 P.M.; rain date would be Sunday, August 16th, from 3:00 to 6:00 P.M.
 - c) Approve a request from Sandy Vitzthum for a waiver of the City's Noise Ordinance to accommodate live music at their August 15th Block Party.
 - d) Approve request from Julie Smart and Steve Pitonyak for the closure of a portion of Summer Street (from Spring to Winter Street) for their Meadow Neighborhood Block Party scheduled for Saturday, August 22, 2015, from 3:00 to 10:00 P.M.; rain date would be Sunday, August 23rd.
 - e) Approve request from the Meadow Neighborhood Party Committee for a waiver of the City's Noise Ordinance for a one-hour period between 9:00 and 10:00 P.M.
 - f) Authorize the City Manager to sign the Development Agreement with Redstone outlining the partnership between the two entities for the development of 1 Taylor Street.

- g) Approval of an Agreement between the City of Montpelier and the Washington County Railroad; this agreement would avoid the spraying of herbicide on the tracks between Main Street and Granite Street. 
- h) Approve the award of a construction contract for the Portland Cement Concrete Sidewalk Repairs FY16 Project.
 - 1) The Public Works Department, through its engineering staff, has issued a Solicitation for Bids to select contractors for competitive cost proposals. Bids are scheduled to be opened on Wednesday July 22, 2015 at 1:00 PM.
 - 2) Assuming the bids received are within the available budget and there are no irregularities or problems with the bids received, a bid tabulation and recommendation to accept low bid and to award the contract will be provided by DPW staff in time for consideration at this City Council meeting.
 - 3) The contract is for the replacement of various sidewalk sections on East State Street, Main Street, College Street, and State Street that are in poor condition.
 - 4) The engineer's estimate of probable construction cost is \$100,000. Funding for the construction contract will be paid for through the Capital Improvement Plan.
 - 5) Recommendation: Award of the construction contract for the Portland Cement Concrete Sidewalk Repairs FY16 Project to the qualified Bidder submitting the lowest and responsive bid as recommended by the Director of Public Works and designation of the City Manager as the duly authorized agent to execute the contract documents and change orders if applicable
- i) Ratify Police Union Contract: July 1, 2014 through June 30, 2017. 
- j) Payroll and Bills

5) 15-200. Opportunity for Announcements

6) Adjournment

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between the **CITY OF MONTPELIER**, a Vermont municipality in Washington County, Vermont (the “City”) and **REDSTONE DEVELOPMENT GROUP, LLC**, a Vermont limited liability company with a place of business in Burlington, Vermont (“Redstone”), and is made and entered into as of the date of execution by the last party to execute this Agreement (the “Effective Date”).

Background

1. Redstone is a development company with experience and expertise in the design, development and management of mixed-use redevelopment projects.
2. The City is the owner of the so-called “Carr Lot” being 1.16 acres, located at 1 Taylor Street in the City of Montpelier (the “Project Site”).
3. The City wishes to construct a state-of-the art Multi Modal Transit Center with one on-site parking space together with related infrastructure including a new pedestrian path that will begin at Taylor Street, cross the Project Site, span the North Branch of the Winooski River with a new pedestrian bridge and terminate at the Main Street sidewalk, and including the implementation of the CAP described below (the “City Project”). In order to complete the City Project, additional lands and easement rights must be acquired and an improved railroad crossing must be obtained.
4. Redstone desires to develop a multi-floor residential apartment complex containing at least 34 units of housing, or at least 40 units of housing if the City purchases the Heney Land (defined below), to be constructed above the proposed Multi Modal Transit Center structure, together with a maximum of 50 on-Project Site parking spaces (the “Redstone Project”; collectively, with the City Project, the “Project”).
5. Redstone and the City wish to formulate the necessary terms to proceed with the design, permitting, financing, construction, ownership/leasing and management of the Project.
6. Redstone and the City enter into this Agreement to describe the framework for the parties to proceed with the Project.

N O W , T H E R E F O R E ,

In consideration of the premises and the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Project Phases**. The Project will involve the following phases under this Agreement:

- (a) **Legal Contracts Phase**. As an initial development phase (the “Legal Contracts Phase”), the City shall use reasonable efforts to obtain contracts and agreements (the “Legal Contracts”) with third parties for the following easements, leases, licenses, rights of way and other property rights required for the development and operation of the Project upon terms and conditions which are satisfactory to the City and Redstone, including the following:

- (i) Purchase or Lease of Heney Property. The City is in the process of negotiating with the Trustees of the Lawrence P. Heney Family Trust for the purchase or long-term lease of the land located at 60 State Street (the “Heney Land”), which land which would then be used for additional parking for the Project. The City will work with the Trustees to enter into a Purchase and Sale Agreement for the purchase or long-term lease of the Heney Land. If the City purchases or leases the Heney Land, Redstone agrees that it shall build at least 40 units of housing; otherwise, it shall build at least 34 units of housing.
- (ii) Purchase of Mowatt Property. The City has been negotiating with the Trustees of the Thomas J. Mowatt Revocable Trust for the purchase of the trust’s land having an address of 12 Main Street (the “Mowatt Land”), which land would be used in connection with the City Project. The City will work with the Trustees to enter into a Purchase and Sale Agreement for the purchase of the Mowatt Land.
- (iii) Boundary Line Adjustments. The Project requires several boundary adjustments to the Project Site as well as adjacent lands. The actual location of the boundary adjustments are depicted on the plans entitled: “Boundary Line Adjustment between City of Montpelier and State of Vermont,” Sheet 1 of 2 and Sheet 2 of 2, prepared by Dubois & King, Inc. dated April 25, 2014 (the “Boundary Adjustment Plans”). The City will work with the adjacent owners to obtain a boundary adjustment agreement between the City and such parties.
- (iv) Expanded Railroad Crossing License/Easement. The City has been negotiating with Washington County Railroad, the operator of the adjacent railroad, and the State of Vermont, the underlying fee owner, to obtain an expanded railroad crossing, being 30 feet in width, located on or near the existing crossing, to allow for all manner of ingress and egress to and from the Project Site. The location of the expanded easement area is depicted as “Proposed 30’ Wide Permanent Pedestrian Crossing Easement located at existing crossing” on the Boundary Adjustment Plans. The City will work with the Railroad and State to obtain an agreement for the expanded railroad crossing rights.
- (v) Bike Path Easements. An essential component of the City Project is the link between two existing bike paths entering the downtown area from the east and the west. Several easements are required over adjacent lands in order to create a unified, connected bike path for the City. Easements will be required from Heney, Capitol Plaza Corporation and Overlake Park, LLC. The City will work with the landowners to obtain an agreement to convey the recreational/bike path easement for each party along with partial releases of any mortgage encumbering said easement area, if applicable.
- (vi) Utility Relocation. The Project will require the relocation of the existing GMP easement that encumbers the Project Site. The City shall work with GMP to obtain an agreement for the release of the existing easement in favor of a new utility easement in an alternate location.
- (vii) Lease with CCTA/GMTA. The City Project anticipates leasing a majority of the first floor of the Project building to CCTA/GMTA. The City will negotiate a letter of intent with CCTA/GMTA setting forth the material terms for such lease

agreement. The City may enter into leases with third parties for other available portions of the first floor of the Project building.

The Legal Contracts Phase shall be completed within ninety (90) days after the Effective Date (the “Legal Contracts Completion Date”); provided, however, that if the City has not obtained all necessary Legal Contracts by the end of such ninety (90) day period, the City and Redstone may agree to extend the Legal Contracts Completion Date by mutual agreement.

In the event that either the City or Redstone determine, for any reason or no reason at all, after their review of the Legal Contracts that they do not wish to proceed with the development of the Project, a written notice of termination shall be delivered to the other party and upon such written notice, this Agreement shall terminate with each party having no further obligation or liability to the other except as specifically set forth on the Payment Schedule (defined below) and all of Redstone’s work product collected during the Legal Contracts Phase, if any shall be assigned to, and shall become the property of, the City. The decision as to whether or not to proceed to the next phase shall be made within thirty (30) days after the end of the Legal Contracts Phase, as it may be extended.

- (b) Pre-Permitting and Design Phase. In the event neither party provides the above referenced written notice of termination, the parties shall promptly proceed with the next phase of development, the “Pre-Permitting and Design Phase” which shall consist of a sixty (60) day period commencing on the Legal Contracts Completion Date, as the same may be extended. During the Pre-Permitting and Design Phase, Redstone and the City will conduct the following:
 - (i) Project Budget. Except as otherwise set forth herein, it is the parties’ intention that each party will pay for its own costs for the permitting, engineering, design and construction of its own project. Each party shall prepare its own budget during this phase (including any expectation of reimbursement of costs from the other party and the reasons for such reimbursement). The parties shall work together to ensure that each project budget is as final as possible given the information available to the parties during the Pre-Permitting and Design Phase, with the understanding that as the Project evolves, each budget may require adjustments and modifications. The parties agree during each phase to periodically review together each party’s budget, making any necessary adjustments.
 - (ii) Profit Sharing. The City acknowledges the financial investment being made by Redstone in designing, permitting and constructing the Redstone Project and the incidental benefits the City will realize from the Redstone Project and Redstone acknowledges the financial investment being made by the City in designing, permitting and constructing the City Project and the incidental benefits Redstone will realize from the City Project. Accordingly, the parties agree to discuss potential profit sharing possibilities to be collected as ground rent, in the event the transaction is structured as a ground lease, or as mortgage payments, in the event the transaction is structured as a fee conveyance. The City and Redstone agree that the general concept for profit sharing would be a waterfall profit sharing payment that would be made by Redstone to the City after the Redstone Project realizes a ten percent (10%) nominal yield, including a catch-up provision

in the event the Redstone Project is sold for a profit or refinanced in a manner that yields a higher return.

- (iii) Project Schedule. The parties have created a schedule for the Project (the “Project Schedule”), a copy of which is attached as Exhibit “A”, that sets forth parties’ best estimate of dates to accomplish the list of tasks to be delineated within said schedule, with the understanding that some dates may need to be reasonably modified during subsequent phases based on the results of the parties’ reports and investigations.
- (iv) Payment Schedule. The parties agree during this phase to finalize a schedule (the “Payment Schedule”) that sets forth the parties’ best estimate of each party’s responsibility for the costs and expenses for their respective projects based on each party’s Project Budget, together with a schedule of when such payments will be due. The parties anticipate that the Payment Schedule will include a final breakout of architecture, engineering and permit fees between the two projects.
- (v) Deposit. Within ten (10) days after the commencement of the Pre-Permitting and Design Phase, Redstone agrees to pay a good faith deposit (the “Deposit”) in the amount of Fifty Thousand Dollars (\$50,000.00) to be held by Gravel & Shea, P.C., as escrow agent (the “Escrow Agent”). The Deposit shall be disbursed, in parts, by the Escrow Agent to pay for Redstone’s actual documented costs for appraisals, construction management, legal fees, architecture, design and permitting for Redstone’s Project (“Allowable Costs”), including without limitation, in reimbursement for Allowable Costs expended by Redstone prior to its obligation to pay the Deposit. Payments shall be made by the Escrow Agent within ten (10) days after the presentation of invoices from Redstone to the City and the Escrow Agent for such work unless written objection is made by the City, in which event the Escrow Agent shall not make such disbursement unless and until approved in writing by both the City and Redstone.
- (vi) Construction Manager Contract. During the Pre-Permitting and Design Phase, both Redstone and the City shall engage the same construction manager (“CM”) for each of their projects, and shall each enter into a Standard Form of Agreement – AIA Document A133 – 2009 with the chosen construction manager, with such modifications to the standard form as each may negotiate with the CM (each, a “CM Contract”). The City shall be responsible for selecting the CM through its bidding process, provided that the City shall consult with Redstone prior to putting its bid package together and further provided that the CM must be approved in advance by Redstone, which approval will not be unreasonably withheld.
- (vii) City Investigations.
 - (A) 1 Taylor Design Committee. During the Pre-Permitting and Design Phase, the City and Redstone agree to consult with the City’s 1 Taylor Design Committee on the proposed Plans (defined below) and to seek their input.
 - (B) Legal Structure. The City and its legal counsel shall prepare a report setting forth a proposed legal structure for the Project, with the

understood premise that federal funding requirements may mandate that the City own the underlying fee of the Project Site. The report will also address the plan for parking (the current expectation being that the City builds the parking lot and leases it to Redstone with all operating costs and expenses being Redstone's responsibility) and the ownership structure for the lobby serving the Redstone Project. The plan shall also detail common area maintenance costs relating to shared facilities such as landscaping, lighting or shared driveways. To the extent federal funding creates ownership limitations, it shall be detailed in the City's report.

- (C) Real Estate Taxes/PILOT. It is the expectation of the parties that Redstone shall be responsible for payment of real estate taxes for the Redstone Project once construction is complete. The City will work with Redstone to review the availability of a stabilization agreement for the municipal portion of the real estate tax. To the extent that the agreed upon legal structure results in the Redstone Project being tax exempt, the parties agree to finalize a PILOT agreement that results in a payment or other consideration equal to the amount of tax that would be due if the Redstone Project were not tax exempt.
- (D) City Council Approvals. In order to proceed to the Permit Phase (defined below), the City Council must approve the CM Contract, the Legal Contracts, and the reports and investigations generated during the Pre-Permitting and Design Phase, including the Project Budget, Project Schedule, Payment Schedule and Legal Structure.
- (E) Funding for the City Project. The City has secured local and federal funding for the City Project. This funding consists of total original funding of approximately \$1,900,000.00 Dollars from the Federal Transit Agency (FTA), approximately \$5,100,000.00 Dollars from the Federal Highway Agency (FHWA) and a bond approved by the voters of the City of Montpelier in the amount of \$800,000.00 as the local match for the City Project. The City plans during the Pre-Permitting and Design Phase to finalize the logistics and timing for accessing these funds for the City Project and shall determine whether, and to what extent, such funds may be used for shared portions of the Project, such as footings, utilities and other shared site work. To the extent this funding requires financial commitments from Redstone (i.e., rent paid for the parking lot, lobby and property rights related to the Redstone Project), such impacts shall be determined and addressed in the Legal Structure. In addition, to the extent that federal rules attached as Exhibit "B" apply to the private development, Redstone shall comply with such rules with the additional understanding that the City will use reasonable efforts to structure the CM Contracts to avoid having the federal rules apply to Redstone's Project.

(viii) Redstone Investigations.

- (A) Developer Pro Forma and Redstone Budget. During the Pre-Permitting and Design Phase, Redstone shall deliver to the City an updated pro forma and budget for the Redstone Project. This pro forma and budget shall be updated periodically over the term of this Agreement and whenever the City reasonably requests such update. The parties acknowledge that the Redstone budget will depend on the number of residential apartment units to be constructed in its Project and the parties will cooperate to finalize that total number of units by the end of the Pre-Permitting and Design Phase.
- (B) Due Diligence. Redstone shall complete its due diligence review of the Project Site including review of title, environmental condition of the Project Site and other site investigations it reasonably deems necessary in connection with its determination to proceed with the Redstone Project.
- (C) Preliminary Financing Approvals. Redstone shall investigate various financing vehicles and business/ownership structures that could be used by Redstone for the development of the Redstone Project, and Redstone shall work with its lenders and other funding sources to obtain preliminary approval for Project financing with terms and conditions satisfactory to Redstone. Redstone shall deliver evidence of preliminary approval (such as a term sheet or letter of intent) for the Redstone Project financing to the City prior to the end of the Pre-Permitting and Design Phase.

(ix) Design Process. The City has engaged the services of Gossens Bachman Architects (“GBA”) to complete the conceptual plan of the Project. On the Effective Date of this Agreement, Redstone shall pay to the City an amount of \$29,236.00 which is non-refundable and represents Redstone’s contribution and payment for the conceptual plans and public process aspects of the Project allocable to the Redstone Project.

GBA shall be responsible for preparing the preliminary design plans for the Project, including hiring the necessary architectural, landscape, engineering and related consultants needed to develop the plans for the permitting of the Project (the “Plans”). The Plan shall be in sufficient detail to be submitted in connection with the permit proceedings referenced below in the Permit Phase. The City shall be responsible for negotiating GBA’s scope of work and associated fees, with input from Redstone. The City shall have control of the design of the entire City Project. The “Project Requirements” relating to the design of the Project are attached as Exhibit “C”.

Redstone shall engage GBA as its architect for the Redstone Project and shall work with GBA and have access to the designs for the City Project. Redstone shall control the design of the upper floors, first floor residential lobby, and interior layout and fit-up for the Redstone Project, but with the City’s review and approval, which shall not be unreasonably withheld, conditioned or delayed. The City shall be responsible for GBA’s fees relating to the City Project and

Redstone shall be responsible for GBA's fees relating to the Redstone Project, as set forth on the final Payment Schedule.

The parties agree to work with the Efficiency Vermont Net Zero Pilot Program (the "Net Zero Program") and agree to incorporate recommendations of the Net Zero Program into the Project provided that such recommendations can be accommodated in a cost effective manner, as determined and agreed to by the parties.

On or before the end of the Pre-Permitting and Design Phase, Redstone and the City shall promptly meet to review the Project Budget, Project Schedule, Payment Schedule, Legal Structure, Plans, and findings, recommendations and reports referenced in Section 1(b) of this Agreement to determine whether to proceed to the next phase of development. To the extent that the City determines that it has made substantial progress in obtaining the items described above in Section 1(b), but needs more time to have all the items in place, the City may extend the Pre-Permitting and Design Phase by an additional thirty (30) days, in which event the commencement of the Permit Phase (defined below) shall be delayed until the expiration of the thirty (30) day extension of the Pre-Permitting and Design Phase.

In the event that either the City or Redstone determine, for any reason or no reason at all, after their review of all such data and information that they do not wish to proceed with the development of the Project, a written notice of termination shall be delivered to the other party, and upon such written notice, this Agreement shall terminate with each party having no further obligation or liability to the other except as specifically set forth on the Payment Schedule and all of Redstone's work product collected during the Pre-Permitting and Design Phase shall be assigned to, and shall become the property of, the City. So long as Redstone is not in default under the terms of this Agreement and does not owe any fees or expenses as set forth on the Payment Schedule, the remaining balance of the Deposit shall be returned to Redstone. The decision as to whether or not to proceed to the next phase shall be made within thirty (30) days after the end of the Pre-Permitting and Design Phase, as it may be extended.

(c) Permit Phase. In the event neither party provides the above referenced written notice of termination, the parties shall promptly proceed with the next phase of development, the "Permit Phase," which shall include the following steps:

(i) Permit Applications and Process. The City and Redstone shall jointly prepare and submit all necessary municipal, state and federal permit applications required for the approval of the Project and shall present such applications to the applicable governmental authority. The City has engaged Dubois & King (the "Project Engineers") as the project engineering firm who, along with GBA, will assist in the permitting process. Each party's responsibility for the cost and expense for the Project Engineers and permit costs shall be set forth on the Payment Schedule. Both the City and Redstone shall actively participate during the Permit Phase and shall execute permit applications and attend informational meetings, pre-permitting meetings and public hearings, as requested. During the Permit Phase, each party shall review and approve any material permit conditions with respect to the design of the Project that would substantially or adversely affect the construction, development, cost and operation of the Project, as contemplated by this Agreement. The parties shall undertake such reasonable

efforts to ensure permits are obtained in accordance with the target dates set forth on the Project Schedule.

Redstone understands that the City's Development Review Board is an independent body that will make its own evaluation of the Project under applicable zoning requirements and that the terms and conditions of this Agreement shall not be binding on the Development Review Board or its committees.

- (ii) CAP Approval. The City has applied for protection under the Brownfields Reuse and Environmental Liability Limitation Act ("BRELLA") and, consistent with the BRELLA requirements, the City will be implementing an approved Corrective Action Plan ("CAP") associated with the environmental remediation of the Project Site. Reference is made to the VTDEC Corrective Action Plan and EPA Risk-Based Disposal Approval (Amendment #2) dated September 2013 and prepared by Weston & Sampson Engineers, Inc. (the "CAP Report"). The City shall obtain the final CAP approval from the State's Department of Environmental Conservation (DEC) and from the Environmental Protection Agency (EPA), and agrees to submit the Plans and contract for the implementation of the CAP as set forth in Section 6.0 of the CAP Report. Upon completion of the work described in the CAP, the City intends to obtain a certificate of completion under BRELLA pursuant to 10 V.S.A. § 6653(a) and obtain the liability protection described therein for itself and successor owners of the Project Site.
- (iii) Redstone Project Purchase and Sale Agreement. Within thirty (30) days of the commencement of the Permit Phase, Redstone and the City shall enter into a Purchase and Sale Agreement for the property rights (fee title or ground lease) to be conveyed by the City to Redstone required for the Redstone Project (the "Redstone Purchase and Sale Agreement"). The Redstone Purchase and Sale Agreement shall incorporate the agreed upon profit sharing mechanisms as set forth in Section 1(b)(ii) and such other customary terms, representations and provisions for a Vermont commercial purchase and sale agreement.
- (iv) Project Legal Documents. The City and its legal counsel shall prepare the initial draft of all documents required for the agreed-upon business/ownership structure of the Project, in accordance with the legal structure approved by the parties during the Pre-Permitting and Design Phase, such as a ground lease from the City to Redstone and Declaration of Condominium together with related documents, if so determined. During the Permit Phase, and in accordance with the time frame set forth on the Project Schedule, the parties shall work in good faith to complete and finalize the legal documents required to accomplish the Project structure and management.
- (v) Redstone Financing. Redstone shall prepare and submit the necessary applications for the financing of the Redstone Project in such amounts as will be required for the full construction of the Redstone Project.

Either party shall have the right to terminate this Agreement "for reasonable cause" during the Permit Phase. As used herein, "for reasonable cause" shall mean that either an appeal has been filed under one of the required permits or a permit condition has been

required under one of the required permits and in the opinion of either party, the appeal or permit condition will interfere with the financial feasibility of the Project, certain material legal interests as detailed in this section cannot be obtained or finalized, or financing is not obtained. Before terminating this Agreement during the Permit Phase, the terminating party shall work in good faith with the other party for a reasonable time frame not to exceed 30 days in order to resolve the issues of concern. Unless the parties otherwise agree to continue following their discussions, the terminating party may terminate this Agreement by providing written notice to the other. In the event of Redstone's termination, the remaining balance of the Deposit shall be delivered to the City and all of Redstone's work-product, including the Plans generated during the Permit Phase or otherwise shall be assigned to, and shall become the property of, the City. In the event of the City's termination, the remaining balance of the Deposit shall be refunded to Redstone, and all of Redstone's work-product, including the Plans generated during the Permit Phase or otherwise shall be assigned to, and shall become the property of, the City.

The Permit Phase shall be complete upon the earlier of nine (9) months after the expiration of the Pre-Permitting and Design Phase, as the same may be extended as set forth above, or the date that all of the following conditions are satisfied: (A) all necessary and final City of Montpelier, State of Vermont and federal permits have been issued for the Project without appeal; (B) all necessary legal rights and easements have been obtained to proceed with the Project; (C) the final CAP approval has been issued by both the DEC and EPA; (D) all legal requirements for the business structure/ownership of the Project have been completed; and (E) a commitment for adequate Redstone Project financing has been issued (the "Permit Phase Completion Date"). To the extent that items (A)-(E) referenced in this paragraph are not satisfied by the outside date set forth above, but either party can establish a reasonable basis to believe that such condition(s) will be satisfied soon thereafter, such party may extend the Permitting Phase by an additional thirty (30) days to satisfy any outstanding condition(s).

(d) Pre-Construction Phase. In the event neither party provides a written notice of termination within fifteen (15) days after the Permit Phase Completion Date, the parties shall promptly proceed with the next phase of development, the "Pre-Construction Phase," which shall include the following responsibilities:

(i) City's Pre-Construction Obligations.

- (A) During the Pre-Construction Phase, the City shall work with the CM to complete the bidding process for the subcontractors for the City Project in order to finalize the Guaranteed Maximum Price under its CM Contract.
- (B) Once the bidding process referenced in the previous subsection has been completed, the City shall enter into the Guaranteed Maximum Price Amendment to the CM Contract (AIA Document A133 – 2009, Exhibit A) with such modifications to the standard form as it may negotiate, ensuring adequate security for completion, including builder's risk insurance and contractor bonds as detailed on Exhibit "D". All insurance policies shall name Redstone as an additional insured party thereunder.
- (C) Execute all legal documents for the ownership/structure of the Project.

- (D) Close on the transactions set forth in the Legal Contracts.
- (E) Obtain the “all clearances” memo from FTA/FHWA authorizing funding.
- (F) Close on the transfer of property rights for the Redstone Project as described and upon such terms and conditions set forth in the Redstone Purchase and Sale Agreement. A condition of the closing with Redstone shall be that each party delivers to the other and to the selected qualified builder a written notice to proceed with the construction of the Project (the “Notice to Proceed”).

(ii) Redstone’s Pre-Construction Obligations.

- (A) During the Pre-Construction Phase, Redstone shall work with the CM to complete the bidding process for the subcontractors for the Redstone Project in order to finalize the Guaranteed Maximum Price under its CM Contract.
- (B) Once the bidding process referenced in the previous subsection has been completed, Redstone shall enter into the Guaranteed Maximum Price Amendment to the CM Contract (AIA Document A133 – 2009, Exhibit A) with such modifications to the standard form as it may negotiate, ensuring adequate security for completion, including builder’s risk insurance as detailed on Exhibit “D”. All insurance policies shall name the City as an additional insured party thereunder.
- (C) The principals of Redstone agree to deliver for the City’s benefit a Completion Guaranty upon terms and conditions reasonably satisfactory to the City, whereby the principals for Redstone guaranty Redstone’s obligations to construct and complete the Redstone Project in accordance with the Plans.
- (D) Execute all legal documents for the ownership/structure of the Project.
- (E) Complete the closing for the financing of the Redstone Project.
- (F) Close on the transfer of property rights (fee title or ground lease) for the Redstone Project as described and upon such terms and conditions set forth in the Redstone Purchase and Sale Agreement, including the delivery of the Notice to Proceed.

The Pre-Construction Phase shall be complete upon the earlier of three (3) months following the expiration of the Permitting Phase (or such reasonable later date the parties mutually agree accounting for weather variables) or the date that Redstone’s Pre-Construction Obligations (listed above) and the City’s Pre-Construction Obligations (listed above) are satisfied (the “Pre-Construction Phase Completion Date”). Either party shall have the right to extend the Pre-Construction Phase Completion Date for an additional thirty (30) days if its Pre-Construction Obligations are not yet satisfied by the Pre-Construction Phase Completion Date but such party reasonably anticipates that the obligations will be imminently satisfied. Failure to satisfy each party’s Pre-Construction

Obligations including the failure of either party to deliver its Notice to Proceed shall result in a termination of this Agreement, and this Agreement shall terminate with each party having no further obligation or liability to the other, other than the payment responsibilities set forth on the Payment Schedule, the payment of the remaining balance of the Deposit to the City and Redstone's obligation to deliver and assign all work-product, including the Plans, to the City.

- (e) Construction Phase. In the event that each party delivers to the other, its Notice to Proceed, and all other obligations set forth in the Pre-Construction Phase are satisfied, the final phase of this Agreement shall consist of the construction and management of the Project (the "Construction Phase"). In the event the parties proceed with the Construction Phase, the parties will have no further right to terminate this Agreement except as set forth in Section 5, below and the remaining balance of the Deposit shall be returned to Redstone at the commencement of the Construction Phase. During the Construction Phase, the parties shall have the following responsibilities and obligations:

(i) City's Construction Obligations:

- (A) Pay all costs, expenses and fees incurred in connection with the construction of the City Project.
- (B) Supervise the construction of the City Project to ensure compliance with all laws, and obtain all final permits and certificates of occupancy for the City Project.

(ii) Redstone's Construction Obligations:

- (C) Pay all costs, expenses and fees incurred in connection with the construction of the Redstone Project.
- (D) Supervise the construction of the Redstone Project to ensure compliance with all laws, and obtain all final permits and certificates of occupancy for the Redstone Project.

The parties acknowledge and agree that subject to construction sequencing constraints, it is the parties' intent that the construction of the Redstone Project and the City Project shall occur simultaneously, and that all reasonable efforts shall be made by both parties to ensure that each project is substantially complete at relatively the same time.

Each party shall have the right to reasonably review and inspect the other's project during construction to ensure compliance with the Plans and approved permits.

Section 2. **Joint Obligations of the Parties.** During the term of this Agreement, the City and Redstone agree as follows:

- (a) To cooperate and communicate with each other on a regular basis including arranging joint meetings to address issues set forth in this Agreement and to discuss any change orders so as to permit the orderly and efficient construction and development of the Project. Redstone further agrees to cooperate and participate, if requested, in any federal review or federal audit of the Project, provided that such cooperation and participation is at no material out-of-pocket cost to Redstone.

- (b) To perform their activities as to the Project in a commercially reasonable manner.
- (c) To act in a manner designed to cause the Project to be placed in service by November 1, 2017.
- (d) To indemnify and hold harmless the other from and against any and all costs, expenses, damages and liabilities arising out of or in connection with: (i) breach by such party of its obligations under this Agreement; and (ii) any negligent or willful activities of the party with respect to the Project, except to the extent attributable to the fault or neglect of non-indemnifying party.

Section 3. **Term**. The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless earlier terminated pursuant to the provisions of Section 1(a), 1(b), 1(c), 1(d) or 5(a) (below), shall terminate on the date that the Project is substantially complete. As used herein, the Project will be deemed to be “substantially complete” when: (a) certificates of occupancy have been issued for the Project by the City of Montpelier zoning department and public works department; (b) a certificate of substantial completion has been issued by the architect for the Project; (c) the physical construction of the Project is complete, subject only to a minor punch list of completion items; and (d) all legal documents finalized with regard to the leasing, use and operation of the Project.

Section 4. **Ongoing Role of the Parties**. During the term of this Agreement:

- (a) The City shall not encumber the Project Site with any liens or mortgages and shall not convey any easements or related interests to third parties except as contemplated in this Agreement, or enter into any leases for the Project Site, except for the leases contemplated in this Agreement, including the Lease with CCTA/GMTA, without Redstone’s prior written consent.
- (b) The parties shall cooperate to execute legal documents required for the Project, such as easements, licenses or other legal interests needed for the success of the Project.
- (c) The parties shall provide assistance to each other to support the success of the Project including supporting and attending permit proceedings, including pre-development meetings with neighborhood groups.

Section 5. **Default/Termination**. At any time during the term of this Agreement, if either party is in default, the non-defaulting party shall be entitled to the following remedies.

- (a) Except as set forth in Subsection 5(b) and Section 6 below, if either party shall fail to commence their work in accordance with the provisions of this Agreement; fail to prosecute their work to the completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in strict accordance with the Plans, the terms and conditions of the federal, state and municipal permits for the Project (including without limitation in conformance with the City of Montpelier public works standards and other applicable standards); fail to use an adequate amount of personnel or equipment; fail to perform any of its obligations under this Agreement or the Plans; file a voluntary case under bankruptcy laws; be adjudged a bankrupt; or fail to make prompt payments as outlined in the Payment Schedule, the non-defaulting party shall have the right, if the defaulting party shall not cure such default within thirty (30) days written notice thereof, to terminate this Agreement. If, after exercising any such remedy, the reasonable cost to the non-defaulting party is in excess of the consideration to be paid hereunder, the

defaulting party shall be liable for and shall reimburse the non-defaulting party for such excess amount. Should the non-defaulting party be required to engage counsel to collect such sums, the defaulting party shall be liable for reasonable attorneys' fees. The above-described rights and remedies set forth in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity. Additionally, in the event of a default by Redstone, the City shall be entitled to all of Redstone's work-product and Plans for the Redstone Project which shall be assigned to the City and become the property of the City together with all right to the Deposit. Neither party shall be liable to the other for any consequential or indirect damages.

- (b) Notwithstanding the terms of Subsection 5(a), this Agreement may be terminated under the terms set forth above in Sections 1(a), 1(b), 1(c) or 1(d) subject to the payment of the costs described on the Payment Schedule.

Section 6. **Dispute Resolution.** The development of the Project will involve a number of future decisions among the parties and will require ongoing cooperation and fair dealing. If a dispute arises out of or relates to this Agreement or its breach (a "Dispute"), the parties shall endeavor to settle the Dispute first through direct discussions. In the event that such Dispute cannot be resolved within thirty (30) days after written notice to the other party thereof specifying the subject of the Dispute, the parties hereby expressly agree to mediate the matter before an impartial mediator before proceeding with arbitration or litigation. The costs of mediation shall be shared equally between the parties. If mediation has not resolved the Dispute within ninety (90) days after the initial written notice of the Dispute, and if both parties then agree to arbitrate their Dispute, the parties shall proceed with binding arbitration under the Commercial Rules of the American Arbitration Association. In any arbitration proceeding, the arbitrator shall have the authority to award costs and reasonable attorneys' fees to the substantially prevailing party. In the event both parties do not agree to proceed with arbitration, then either party shall have the right to have the Dispute adjudicated in court, in which case the court shall have the authority to award costs and reasonable attorneys' fees to the substantially prevailing party.

Section 7. **Independent Contractor.** Each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way.

Section 8. **Force Majeure.** In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive state or federal governmental laws or regulations, riots, insurrection, war, terrorism, or other reason beyond its reasonable control (including the act, failure to act or default of the other party), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 9. **Waiver.** The failure of either party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the party granting the waiver.

Section 10. **No Assignment.** Neither party may assign or convey this Agreement or its obligations hereunder without the other's prior written consent, except that Redstone may assign this Agreement to a newly formed entity either having J. Larry Williams, Jr. and Erik J. Hoekstra as majority members/owners or having J. Larry Williams, Jr. and Erik J. Hoekstra as managers.

Section 11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Vermont, without regard to its choice of law rules.

Section 12. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by facsimile or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the City: City of Montpelier
Attn: William J. Fraser, City Manager
City Hall, 39 Main Street
Montpelier, VT 05602
Telephone No.: (802) 223-9502
Telecopier No.: (802) 223-9519
WFraser@montpelier-vt.org

With a copy to: Robert H. Rushford, Esq.
Gravel & Shea PC
76 St. Paul Street, 7th Floor
P. O. Box 369
Burlington, VT 05402-0369
Telephone No.: (802) 658-0220
Telecopier No.: (802) 658-1456
rrushford@gravelshea.com

If to Redstone: Redstone Development Group, LLC
Attn: Erik J. Hoekstra
210 College Street, Suite 201
Burlington, VT 05041
Telephone No.: (802) 363-5165
Telecopier No.: (802) 860-3594
ehoekstra@redstonevt.com

With a copy to: Jeremy I. Farkas, Esq.
275 College Street
P.O.Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Telecopier No.: (802) 861-7007
jfarkas@mskvt.com

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section 8. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by telecopy, when transmission has been electronically confirmed; and (iv) if sent by email, upon receipt of a read-receipt or other acknowledgment of receipt by the recipient.

Section 13. **Survival**. The provisions of Section 2(d), above, shall survive termination or expiration of this Agreement.

Section 14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 15. **Further Assurances**. The parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

Section 16. **Waiver of Rule of Construction**. The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 17. **Severability**. If a court of competent jurisdiction determines that any portion of this Agreement is illegal, unenforceable or invalid, then that portion shall be considered to be removed from this Agreement, the remainder shall remain in full force and effect, and the parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

Section 18. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all prior representations, understandings and agreements, written or oral, express or implied. The Agreement can be modified only by written agreement executed by authorized representatives of each party.

ACKNOWLEDGMENT OF ARBITRATION. This Agreement contains an agreement to arbitrate. After signing this document, each party understands that if it agrees to arbitrate a Dispute, it 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, each party agrees to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, the parties, as evidenced by the signature of their Duly Authorized Agents, do hereby execute this Agreement this ____ day of _____, 2015.

IN PRESENCE OF:

CITY OF MONTPELIER

Witness

By: _____
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF _____, SS.

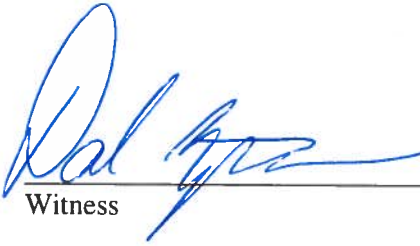
On this _____ day of _____, 2015, personally appeared _____,
Duly Authorized Agent of the **CITY OF MONTPELIER**, to me known to be the person who executed
the foregoing instrument, and he/she acknowledged this instrument, by him/her signed, to be his/her free
act and deed and the free act and deed of the **CITY OF MONTPELIER**.

Before me, _____
Notary Public

Printed Name: _____

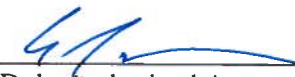
Notary commission issued in _____ County
My commission expires: 2/10/19

[Additional Signature on Following Page]



Witness

REDSTONE DEVELOPMENT GROUP, LLC

By: 

Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 8th day of July, 2015, personally appeared Erik J. Hoekstra
Duly Authorized Agent of **REDSTONE DEVELOPMENT GROUP, LLC**, to me known to be the
person who executed the foregoing instrument, and he/she acknowledged this instrument, by him/her
signed, to be his/her free act and deed and the free act and deed of **REDSTONE DEVELOPMENT
GROUP, LLC**.

Before me, 

Notary Public

Printed Name: Justin Dextreder

Notary commission issued in Chittenden County
My commission expires: 2/10/19

Exhibit “A”

Project Schedule

[To be Attached]

Exhibit “B”

Federal Rules

[To be Attached]

Exhibit “C”

Design Requirements

[To be Attached]

Exhibit “D”

INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Architect

During design and construction, the architect and all other design professionals shall carry **professional liability insurance** (E&O insurance) covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in any amount not less than \$1.0 million each claim and \$2.0 million annually aggregated. Coverage shall include liability arising out of a contract. If such insurance is on a claims made basis, Architect shall maintain liability coverage for not less than five years following the date of substantial completion of the Project.

B. General Contractor/Construction Manager

During construction, the GC/CM shall carry:

“All risk” Builders Risk Insurance with a limit of liability of 100% of completed value of the project, to include the interests of Redstone’s and the City’s respective mortgagee, contractors and subcontractors involved in the project.

Performance Bond and Labor & Materials Payment Bond equal to 100% of the contract sum for the City Project, with the amount of bonding, if any, required for the Redstone Project to be determined based on its lender’s requirements.

Workers Compensation insurance in accordance with Vermont statutory requirements and Employers’ Liability insurance in the amount not less than \$1.0 million each occurrence, \$1.0 million annual aggregate.

Owners and Contractors Protective Liability for the City Project protecting the interests of the City and general contractor/construction manager, \$1.0 million per occurrence.

Commercial General Liability Insurance including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$5.0 million combined single limit, per occurrence, and \$5.0 million aggregated to this Project, naming the City and Redstone as additional insureds.

Commercial Automobile Liability Insurance in an amount not less than \$1.0 million per occurrence for bodily injury and property damage liability arising out of the operation and use of owned, hired, and non-owned vehicles and naming the City and Redstone as additional insureds.

C. Proof of Insurance

Companies authorized to do business in the State of Vermont and rated no less than “A-” by the latest edition of Best’s Insurance Guide, published by Alfred M. Best Co. or equivalent, shall issue all insurance policies. Certificates of Insurance shall be furnished prior to the award of the contract. Certificates shall clearly indicate the coverage type, insurance amount, and additional insured status as noted above. The Certificates must provide that in the event of any material change or cancellation of the policies, each party will be given thirty (30) days’ notice thereof. Each party will review the insurance coverage every 3 years and each party will update its coverage over the term of the ground lease (in the event the legal structure is for a ground lease), or over the term of the mortgage (in the event the legal structure is for a fee title conveyance) as required by the City as an operating expense.

July 7, 2015
City of Montpelier Mayor and City Council Members
C/o William J. Fraser, City Manager
Montpelier City Hall
39 Main Street
Montpelier, Vermont 05602

Re: Permission to close Summer Street

Dear Mayor and City Council Members:

The residents of the "*Meadow*" neighborhood have been coming together each summer for twenty-eight years to enjoy each other's company and to preserve a sense of neighborhood unity for ourselves and our children. These yearly "block parties" consist of family activities at the Summer Street Park, a slowest bike race, a kids' parade around the neighborhood, a pot luck dinner, and a talent show followed by music and dancing.

In the interest of safety, we are requesting permission from you to block off a portion of Summer Street during our activities on **Saturday, August 22, from 3:00 P.M. to 10:00 P.M.**, with a rain date of Sunday, August 23rd. We propose to close off Summer Street from Spring Street to Winter Street using DPW road work barriers.

To comply with the City of Montpelier's noise ordinance we will distribute a "Meadow Noise Notice" to all residents surrounding the party location. We ask the council for a variance to this ordinance for a one-hour period between 9:00 PM and 10:00 PM.

We would provide access to emergency vehicles and residents who wish to enter this area. If you have any questions or concerns, please call Steve Pitonyak at 229-4671 or Julie Smart at 229-6847.

Thank you for your consideration of this request.

Sincerely,



Julie Smart & Steve Pitonyak
Meadow Neighborhood Party Committee

Meadow Noise Notice

Please be advised that the Meadow Neighborhood Committee is planning the Neighborhood Block Party for Saturday, August 22nd, from 3:30 PM to 10:00 PM at the Summer Street Park, featuring a slowest bike race, kids' parade, potluck dinner and dancing.

Sunday, August 23rd, will be the rain date.

We need to receive a variance to the City of Montpelier's noise ordinance to play music from 9:00 PM until 10:00 PM.

Accordingly, we ask that you take the time to consider whether the music planned for the dance will be objectionable to you and your family after 9:00 PM. The purpose of the noise ordinance is to protect the public tranquility and peace. We make it a point to end the music sharply at 10:00 PM. If you do not wish us to play music in the park after 9:00 PM on August 22nd, please notify the City Manager's Office at 223- 9502, Steve Pitonyak (30 Summer Street) at 229-4671, or Julie Smart (10 Summer Street) at 229-6847.

The Montpelier City Council holds regularly scheduled meetings each month at City Hall. Our request to close the street and grant a variance would be considered at one of their July meetings. If you plan to attend, please call the city manager's office to confirm the latest date and time of their July meetings.

For more information, contact Steve Pitonyak at 229-4671 or Julie Smart 229-6847. Thank you for your time and continued support of our efforts to make the "Meadow" a safe, supportive and fun neighborhood for all of us to live in.

**Minutes of the Montpelier City Council Meeting
July 8, 2015
City Council Chambers**

In attendance: Mayor John Hollar (Chair), Councilors Justin Turcotte, Jean Olson, Tom Golonka, Donabate and Jessica Edgerly Walsh. Councilor Anne Watson was not present. City Manager William Fraser was in attendance. City Clerk John Odum served as Secretary of the meeting.

Following the 5:30PM Special City Council Meeting (noted on the agenda for the regular business meeting as items 15-178 and 15-179), the regular City Council Meeting was called to order by the Mayor at 6:30PM.

- 15-178. Hearing no objections, the Mayor declared the proposed agenda approved by unanimous consent.
- 15-181. Public Works Director Tom McArdle introduced Corey Line as a new member of the Public Works administrative team.
- 15-182. Councilor Bate moved approval of the consent agenda, and was seconded by Councilor Golonka. The motion carried unanimously at 6:33PM.
- 15-183. Roger Cranse addressed the Council regarding his candidacy for reappointment to the Design Review Committee. After a brief discussion, Councilor Edgerly Walsh moved the Council reappoint Roger Cranse and Philip Zalinger to the Design Review Committee. Councilor Bate seconded. Motion carried unanimously.
- 15-184. After a discussion, Councilor Bate moved the Council appoint the slate of proposed members of the Transportation Committee as presented (From the Pedestrian Committee: Mark Provost, Harris Webster, John Snell - Alternate, from the Bicycle Committee : Jenn Gordon, Dan Homeier, Anthony Menona – Alternate, from the Parking Committee: Michael Clasen, Brian Cain, Tawnya Kristen - Alternate, from the Energy Committee: Dan Costin, Dan Jones, Ken Jones – Alternate), as well as Councilor Bate as the Council liaison. Councilor Edgerly Walsh seconded the motion.

Discussion followed. Jon Podreski (of the Bicycle Advisory Committee) and Eve Jacobs-Carnahan (of the Pedestrian Committee) joined the discussion. Motion carried on a vote of 4-1 (Councilor Turcotte opposed) at 6:48.

- 15-185. John Snell, Jon Podreski, Eve Jacobs-Carnahan, Planning Director Michael Miller, Public Works Director Tom McArdle and consultant Jim Donovan from Broadreach came forward to discuss adoption of the Montpelier in Motion Scoping Report.

Councilor Turcotte moved the Council adopt the final Montpelier in Motion Scoping Study and authorize the manager to make non-substantive final changes and adjustments. Councilor Bate seconded. After further discussion, the motion carried unanimously at 7:05PM.

- 15-186. Mr. Miller returned to the front for the discussion of the schedule to readopt the City Master Plan. Significant discussion followed.

Councilor Bate moved the Council direct the Planning Director to proceed with the readoption of the plan with the required edits and also move forward with applying for a Planning Grant to open the plan for a more complete revision over the next year and a half. Councilor Edgerly Walsh seconded. Further discussion followed. Motion carried 4-1 (Councilor Golonka voting nay) at 7:34PM.

- 15-187. The Mayor began the discussion of the potential acquisition of the property at 12 Main Street. The City Manager explained the process for condemning the property owned by Thomas J. Mowatt Revocable Trust for the purposes of establishing a bicycle route from 10 Main Street to the vicinity of the corner of Main and Barre Streets pursuant to the provisions of 19 V.S.A., Chapter 23 (Bicycle Routes) and 19 V.S.A., Chapter 5.

Jay White (a trustee of the trust that owns the property) came forward for discussion. Charles Larkin came forward to ask questions relating to the discussion. Steven Whitaker expressed concerns about a condemnation process.

A detailed discussion followed. Councilor Bate moved that the city begin the condemnation process related to 12 Main Street in accordance with 19 V.S.A., Chapter 5. Search title set a date of August 26 to make a site visit and conduct evidentiary hearing on necessity, and direct city personnel to search title to Mowatt Trust property and abutters and identify all owners and interested persons, send notice of date and time for site visit and hearing to the owners and interested persons of Mowatt Trust property and abutting lands and the City Planning Commission, post notice in the City Clerk's office, arrange for publication of notice not less than 10 days prior to hearing, and arrange for survey (if not already done). Councilor Golonka seconded the motion, which passed on a 4-1 vote (Councilor Golonka voting nay) at 8PM.

- 15-188. For the purposes of considering a resolution requesting membership in the East Central Vermont Telecommunications District and appointing a representative to the Governing Board thereof, Mayor Hollar recused himself citing a potential conflict of interest. Councilor Golonka assumed the Chair.

Rob Chapman and Attorney Paul Giuliani addressed the Council and answered questions on behalf of EC Fiber. Mr. Larkin also offered comments on behalf of the EC Fiber association, as did Mr. Whitaker.

Councilor Bate moved that Montpelier sign the resolution to be a member of the East Central Vermont Telecommunications District, that the Council appoint members to represent Montpelier, and that the City ask for regular reports on the district's status. Councilor Edgerly Walsh seconded, and the motion carried unanimously (4-0, the Chair did not vote) at 8:33PM.

Councilor Olson moved that John Bloch and Rob Chapman be appointed as the City's representatives to the East Central Vermont Telecommunications District (aka the EC

Fiber Board). Councilor Edgerly Walsh seconded the motion, which carried unanimously (4-0).

Councilor Edgerly Walsh move to reconsider the prior motion appointing Mr. Bloch and Mr. Chapman to the East Central Vermont Telecommunications District. Councilor Olson seconded. The motion carried unanimously (4-0).

The underlying motion was amended without objection as follows: to approve the appointment of John Bloch and Rob Chapman to the East Central Vermont Telecommunications District until August 26th, and to direct staff to advertise for the positions. The motion carried unanimously at 8:36.

The Mayor returned to Chair and declared a 5 minute recess at 8:36.

- 15-189. The meeting reconvened at 8:40, at which time the Mayor re-opened the second public hearing regarding a proposed amendment to Chapter 11 of the City's Code of Ordinances. Assistant City Manager Jessie Baker reviewed posted changes to the proposed ordinance since the previous meeting. Ginny Burley of Central Vermont New Directions made a brief comment in support. Some discussion followed. The Mayor declared the public hearing closed at 8:42.

Councilor Turcotte moved to postpone consideration of the proposed ordinance until the Council's consideration of goals in. Councilor Golonka seconded. After a discussion, the motion failed on a 2-3 vote (Councilors Turcotte and Golonka voting aye, Councilors Bate, Olson and Edgerly Walsh voting nay).

Councilor Bate moved the Council approve the proposed change to the City's Code of Ordinances as posted. Councilor Edgerly Walsh seconded. Further discussion followed, before the motion carried 4-2 (Councilors Olson, Bate, Edgerly Walsh, joined by Mayor Hollar voting aye, Councilors Golonka and Turcotte voting nay) at 8:51.

- 15-190. Finance Director Sandy Gallup came forward for the consideration of setting the FY 2016 Municipal Tax Rate of \$1.0037; the Water/Sewer Benefit Charge of \$.02; and Sewer Separation Charge of \$.07. Some discussion followed.

Councilor Edgerly Walsh moved the Council set a FY 2016 Municipal Tax Rate of \$1.0037; the Water/Sewer Benefit Charge of \$.02; and Sewer Separation Charge of \$.07. The motion was seconded by Councilor Bate, and passed unanimously at 8:56.

- 15-191. Assistant City Manager Baker came forward to discuss the proposed FY16 District Heat rates. Councilor Bate moved the Council approve the District Heat Montpelier capacity rate at \$4.91/MBTUH and the energy rate at \$9.20/MMBTU for FY16. Councilor Turcotte seconded. A brief discussion followed, before the motion passed unanimously at 9:02.

- 15-193. Councilor Edgerly Walsh noted an email from Mia Moore (of the Central Vermont Solid Waste District board) bringing attention to a grant opportunity.

Councilor Bate thanked the community for coming out for July 3rd

Councilor Olson thanked dog walkers for cleaning up along stonecutters (utilizing the dog waste stations), and mused that some dog owners aren't as careful around commercial buildings as they should be.

Councilor Turcotte congratulated Councilor to Edgerly Walsh on the addition to her family before requesting an update from the City Manager on the status of the city-owned building currently housing the Vermont Association of the Blind and Visually Impaired (Mr. Fraser provided an update, which precipitated a brief discussion). Councilor Turcotte also thanked the Department of Public Works for paving and posting speed signs on Prospect Street at residents' requests.

- 15-194. The Mayor praised the July 3rd celebration, offering congratulations to Montpelier Alive and Director Ashley Witzemberger. He noted the ongoing concerns about pesticide spraying along the railroad tracks and updated the Council on discussions with Agriculture Secretary Chuck Ross, add in that a tentative framework for moving forward was developed, but that there were many questions that still needed to be addressed.
- 15-195. The City Clerk thanked the Fire Department for responding to a call involving burning cookies next to his home as he spoke.
- 15-196. The City Manager thanked Fire Department for putting up July 3rd decorations before recognizing retiring long-time city staffers Dean Utton and Sharon Blatchford (from Public Works and Human Resources respectively). He also thanked outgoing Public Works staffer Donna Barlow Casey.

Hearing no objections, the Mayor declared the meeting adjourned by unanimous consent at 9:15PM.



**Minutes of the Montpelier City Council Special Meeting
July 8, 2015
City Council Chambers**

In attendance: Mayor John Hollar (Chair), Councilors Dona Bate, Justin Turcotte, Tom Golonka, Jessica Edgerly Walsh, and Jean Olson. City Councilor Anne Watson was absent. Assistant City Manager Jessie Baker was in attendance. Members representing a quorum of the One Taylor Street Committee were also present. City Clerk John Odum served as Secretary of the City Council meeting.

Convene Meeting and Introductions – Mayor convened the joint meeting on the City Council, as well as the One Taylor Street Committee at 5:32.

One Taylor Street committee members approved the minutes of that body's meeting of December 15, 2015.

Without objection, the Mayor declared the proposed agenda approved by unanimous consent.

The presentation from the Development Team on cost estimate of schematic design and discussion was introduced by Assistant City Manager Jessie Baker. Architect Jeff Stetter led the power-point presentation.

A discussion of the implications of the proposal and next steps followed. In addition to members of the Council, John Snell, Don Marsh and Elizabeth Robeck of the One Taylor Street committee participated, as well as members of the public Barbara Conrey (Planning Commission), Dan Jones (Energy Committee), and Jon Budreski (Bike Committee). No action was taken.

Without objection, the Mayor declared the meeting adjourned at 6:18PM.

AGREEMENT

BETWEEN

CITY OF MONTPELIER

AND

**THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL EMPLOYEES,
VERMONT PUBLIC EMPLOYEES COUNCIL,
LOCAL 2787, COUNCIL 93
AFL-CIO**

July 1, 2014

Deleted: 2011

through

June 30, 2017

Deleted: 2014

FINAL COPY

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This Agreement between the City of Montpelier (the "City") by and through its Manager,
and ~~Fraternal Order of Police (FOP)~~ (the "Union").

Deleted: American Federation of State, County
and Municipal Employees, Vermont Public
Employees Council, Local 2787, Council 93, AFL-
CIO

W I T N E S S E T H :

ARTICLE 1.
RECOGNITION

Section 1. In accordance with the Certification of the State Labor Relations Board dated April 9, 1974, as amended on the 13th day of April, 1989, 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 all permanent police patrol officers, detectives, parking meter enforcement officers and clerk dispatchers, excluding all other employees.

Section 2. The City, through its Manager, Mayor, City Council or any City Council member, will not negotiate with nor 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 on their behalf who is not a Union agent to approach the Manager, the Mayor, the City Council or any City Council member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

ARTICLE 2.
PAYROLL DEDUCTION OF UNION DUES.

The City agrees to deduct Union dues, on a payroll basis, from the pay of employees who have given written authorization to the City for such deductions and to transmit the amounts collected by direct deposit to the bank of the Council Office of the AFSCME, as designated in writing to the City by the Union.

In the event the employee does not have any pay for a particular period, or in the event that the employee does not have a 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.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other form 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.

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

ARTICLE 3.
MANAGEMENT RIGHTS AND EMPLOYEE OBLIGATIONS.

Section 1. Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, City Council and Police Chief reserve and retain all rights granted by law and customarily belonging to or exercised by public management.

Section 2. During the life of this Agreement, employees shall not strike, nor shall the Union encourage any such strike. A "strike" is a withholding of services in any form or a deliberate interference with the performance of municipal functions. The Union shall disavow any such strike and take prompt and vigorous action to end it. Full compliance by the Union with this Section shall excuse the Union from financial responsibility for the strike.

ARTICLE 4.
NON-DISCRIMINATION AND SEXUAL HARASSMENT

Section 1. Neither the City nor the Union shall discriminate against an employee on the basis of race, religion, color, ancestry, national origin, sex, sexual orientation, place of birth, age, political affiliation, or membership or non-membership in the Union or against a qualified individual with a disability.

Section 2. The City's sexual harassment policy, which is attached as Appendix 3 shall be applicable to members of the bargaining unit. During the life of this Agreement, the City may modify this policy based upon legal dictates; however, any modification which is not the result of legal dictates must be negotiated with the Union.

ARTICLE 5.
GRIEVANCE AND ARBITRATION PROCEDURE.

Section 1. A grievance is any dispute concerning the interpretation or application of this agreement, except as provided in Article 15, Probationary Period, arising after its effective date and shall be processed as follows:

Step 1. The written grievance to the immediate supervisor outside the bargaining unit at the time the grievance is submitted, who shall respond in writing within two (2) days.

Step 2. The written grievance to the Chief who shall meet with the grievant and not more than two (2) Union representatives within two (2) days after receipt of the written grievance and who shall respond in writing within three (3) days after the meeting.

Step 3. The written grievance to the City Manager who shall meet with the grievant and his/her Union representative within four (4) days after receipt of the written grievance and who shall respond in writing within seven (7) days after the meeting.

Section 2. If an alleged grievance is denied because it does not meet the definition of a grievance as set forth in Section 1, then the determination that the alleged grievance does not meet the definition as a grievance as set forth in Section 1 may be appealed to the succeeding step(s) of the grievance procedure. If the City determines that the alleged grievance cannot be submitted to arbitration in accordance with Section 3, because the alleged grievance does not meet the definition of a grievance as set forth in Section 1, then the procedure for determining the arbitrability of the alleged grievance would be in accordance with the applicable provisions of Vermont law, provided, however, that the Union and the City may, by mutual agreement, submit the issue of arbitrability of the alleged grievance to an arbitrator.

Section 3. If the grievance is still unsettled, the Union, and not any individual employee(s), may request arbitration. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel provided by the Federal Mediation and Conciliation Service ("FMCS"), in which event the arbitration will be conducted under the rules of the FMCS. The expenses for the arbitrator's services shall be shared equally by the City and the Union. The arbitrator's decision shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement or any of its provisions, nor to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement.

Section 4. A grievance shall be deemed waived and settled on the basis of the City's last answer unless:

(a) submitted at Step 1 within ten (10) days after the Union or the grievant knew or should have known of the occurrence or non-occurrence of the incident upon which the grievance is based, except that in the case of a discharge, submitted at Step 2 within (5) days;

(b) submitted to Step 2 within three (3) days after the response of the supervisor is due;

(c) submitted to Step 3 within three (3) days after the response of the Chief is due;

(d) submitted to arbitration within ten (10) days after the Manager's response is due.

Submission to arbitration shall be accomplished by letter, postage prepaid, addressed to the Federal Mediation and Conciliation Service (or to a mutually selected arbitrator) and postmarked within the time limit herein provided. A copy of such letter will be mailed concurrently to the City Manager. The limits hereunder may be extended by mutual agreement.

Section 5. "Days" hereunder shall mean work days. "Work days" as used in this Section shall mean Monday through Friday inclusive, excluding Saturdays, Sundays, and days on which City Hall is closed.

Section 6. In any case where an individual employee is processing a grievance without Union representation, the Union shall be entitled to attend and participate at any step of the grievance procedure.

Section 7. NOTICE: SEE APPENDIX I FOR ACKNOWLEDGMENT OF ARBITRATION.

ARTICLE 6.
DISCIPLINE AND DISCHARGE.

Section 1. An employee who has completed his/her probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be expedited through the grievance procedure, and in the case of discharge, in writing at Step 2 within five (5) working days.

Section 2. The parties jointly recognize the deterrent value of a disciplinary action. Accordingly, whenever appropriate, the City will:

- (a) act promptly to impose discipline within a reasonable time of the offense;
- (b) apply discipline with a view toward uniformity and consistency of punishment;
- (c) ordinarily employ a procedure of progressive discipline:
First Violation - Written warning;
Second Violation - Suspension (with written notice);
Third Violation - Discharge, and
- (d) base discipline upon violations of the Police Department's Rules and Regulations or this Agreement or both.

Nothing in this Section shall prohibit the City from bypassing progressive discipline when just cause requires, or from applying disciplinary action of differing degrees. The failure of the City to employ progressive discipline in any such case shall not by itself be deemed a violation of the "just cause" standard.

Section 3. Disciplinary action (written warning, suspension or discharge), or the discussion thereof, will be taken privately and, except where not reasonably practical, in the presence of the Union steward or a Union officer, if requested by the employee. The Union Steward shall be notified prior to any disciplinary action or discussion, to ensure that each member has the opportunity for representation.

Section 4. A written warning will be removed from the employee's personnel file after two (2) years unless merged into a suspension or discharge and placed into a department record of disciplinary action file. This file is to be maintained as a departmental liability file and cannot be used as a basis of further disciplinary action. The employee shall be notified in writing when a written warning is removed from the employee's personnel file.

Section 5. When the term "when just cause requires" is used in Section 2 of this article, it means that there are appropriate cases that may warrant the City to bypass progressive discipline or applying discipline in differing degrees as long as it is imposing discipline for just cause.

ARTICLE 7.
HOURS OF WORK.

Section 1. General. It is recognized that employees' daily and weekly schedules are based on police protection requirements and are subject to change. The City necessarily retains the right to schedule employees for work, and it is the obligation of the employees to work as scheduled.

Section 2. Work Week.

(a) The payroll period shall consist of two consecutive work weeks. The work week shall consist of forty (40) hours, five (5) work days, within a period of seven (7) consecutive calendar days. The work day shall consist of eight (8) hours within a period of twenty-four (24) consecutive hours, beginning at 0001 hours and ending at 2400 hours. Employees will normally be scheduled for two (2) consecutive days off per work week.

(b) Or, upon recommendation of the Chief of Police, subject to the approval of the City Manager after consultation with the City Council, a 4-10 work week may be established which shall consist of forty (40) hours, four (4) work days, within a period of seven (7) consecutive calendar days. The work day shall consist of ten (10) consecutive hours within a period of twenty-four (24) consecutive hours, beginning with the starting time and ending with the starting time the following day. Employees will be scheduled for not less than two (2) consecutive days off and will normally be scheduled for three (3) consecutive days off, subject to the work schedule requirements of the Department. Work schedules shall be posted 30 days in advance.

(c) Subject to Section 1 above, and Section 3(a) of Article 8, no employee of the Department will volunteer for, nor be scheduled for work that exceeds sixteen (16) hours in any twenty-four (24) hours period. Further, no employee of the Department shall work more than seventy-two (72) hours in any given work week. For the purpose of this subsection, "work" shall include overtime and private jobs.

(d) Department Meetings. The Chief of Police may schedule up to two (2) Department Meetings totaling not more than four (4) hours per year. These meetings shall be considered as hours worked and shall be paid at the appropriate rate.

(e) Travel Pay. Employees will be compensated at their normal rate of pay when traveling to and from Department mandated functions, provided, however, that except as may be required by "applicable law," employees shall not be compensated for "home-to-work" travel. Travel time shall not be considered as hours worked for purposes of computing overtime and/or time and one-half payments under any provision of this contract, including scheduled days off, except as required by applicable law. The amount of travel time for which the employee is compensated shall be determined by the Chief, which determination will not be unreasonable. The employee shall discuss with the Chief the amount of travel time for which the employee is to be compensated. This discussion may take place either prior to or after the actual date of travel. Except as required by applicable law, travel time shall not include delays or unscheduled holdovers. In the event that the use of the employee's motor vehicle for travel is authorized, the employee shall be reimbursed at the allowable federal mileage rate in effect.

Section 3. Where practical and subject to the operating needs of the Department as determined

by the Chief,

(a) Employees other than dispatchers will not be scheduled to work split shifts.

(b) A work shift will have regular starting and quitting time. Under the present operating schedule, the normal starting and quitting time for a shift is as follows: (Note: If option (b) of Section 2 is exercised and becomes effective, this subsection (b) of Section 3 shall become null and void.)

First Shift 12:00 Midnight to 8:00 AM.

Second Shift 8:00 AM to 4:00 PM.

Third Shift 4:00 PM to 12:00 Midnight.

(c) Subject to the operating needs of the Department, the Chief will maintain a policy of combined rotating and semi-permanent shifts. Assignment to any particular shift is in the sole discretion of the Chief, who may consider individual cases.

Section 4. The Chief reserves the right to change the regular starting and quitting time of a shift, to abolish existing shifts or to create new or additional shifts, to establish new day-off schedules, or to transfer employees from one regular shift to another regular shift. Any such change shall be posted promptly.

To the extent that operating conditions permit, the Chief will give seven (7) days notice before any such change is instituted, except in the case of an employee who is permanently transferred from one shift to another shift.

Any employee permanently transferred from one shift to another shift shall be given notification of the transfer and the reason(s) for the transfer. To the extent that operating conditions permit, the Chief will give the employee notification of the transfer at least fourteen (14) days prior to the effective date of such transfer.

Section 5. Permanent Part-time Employees - Are defined as those bargaining unit employees regularly scheduled to work twenty four (24) hours, or more, in a work week as defined in Article VII, Section 2. Employees under this category shall receive leave benefits on a prorated basis measured by the ratio that the average number of hours in their work week bears to a forty (40) hour work week. Full insurance benefits are available, or a prorated premium basis, only as allowed by the City insurance carriers.

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Section 6. Extra work - If an employee is required to attend a department-represented function, such as traffic court, parade, or a required meeting, that has received approval by the on-duty supervisor or the Chief of Police, and that function is not during the employee's scheduled work hours, that employee will receive four hours of compensation at one and one-half their base rate of pay. If an employee starts their scheduled shift in less than four hours of the previously described function, the employee will be paid as above between the function start time and the start of their shift.

Section 7. Dispatcher Scheduling. The parties agree that two dispatchers on duty is preferable for all shifts other than the midnight shift. The Employer will regularly schedule two dispatchers during the day and evening shifts and will make best efforts to fill vacant shifts during these times. Best efforts shall consist of calling all eligible union and non-union dispatchers and holding over eligible dispatchers. Union members will make best efforts to be available for call

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| in and to accept such vacant shifts when offered.

ARTICLE 8.
OVERTIME.

Section 1. Overtime work shall be paid at time and one-half the straight time hourly rate determined by dividing weekly pay by forty (40). Compensatory time off may be taken in lieu of overtime pay at the rate of one and one-half hours of compensatory time for each hour of overtime worked, if requested by the employee and granted by the Chief in his/her sole discretion. **Compensatory time can be accrued up to a maximum of seventy two hours (72).** The use of compensatory time shall not be unreasonably denied. Overtime shall be computed to the next quarter hour. Upon 30 days notice, all requests for compensatory time off shall be granted.

Section 2. Overtime work shall be defined as all assigned or approved work in excess of the regular work week as defined in Article VII, Section 2. Paid sick leave, vacation leave, compensatory time off and incidental leave shall be considered as time worked for the purpose of computing overtime under this Section.

Section 3.

(a) Employees may be required to work overtime in emergencies or as the needs of the Department require.

(b) Subject to (a) above, if the City decides to temporarily fill a vacant bargaining unit position for all or any part of the time which the position is vacant by the use of overtime, or if the City decides to temporarily replace an officer in the bargaining unit who is on authorized leave for all or any part of the time that the officer is on such leave by the use of overtime, for the first five (5) consecutive calendar days or less for each incident, then the Chief or his/her designee shall first offer such overtime work to regular police officers in the bargaining unit, by seniority, as follow:

1. The overtime will first be offered to the senior regular police officer, without regard to day off, unless the police officer has eight (8) or more hours of actually worked overtime in the current work week; the work week being defined from Tuesday through Monday inclusive. When an officer has less than eight (8) hours of overtime in the current work week, the officer will maintain the officer's position on the seniority call list. That officer will be eligible to work up to an additional full eight (8) hours of overtime in that current work week.
2. If the senior officer has eight (8) hours or more of actually worked overtime in the current work week, or has refused the overtime, then the overtime will be offered to the next police officer in line of seniority, without regard to day off.
3. If the next officer in line of seniority has eight (8) or more hours of actually worked overtime in the current work week or has refused the overtime, this process shall continue down the seniority call list until such overtime is filled.
4. In the event that overtime is not able to be filled with bargaining unit police officers, the overtime may be offered to other officers, including special officers,

in the sole discretion of the Chief or his/her designee.

5. In the event that the position is temporarily filled by the use of overtime, or the City temporarily replaces a regular officer in the bargaining unit by the use of overtime for more than five (5) consecutive calendar days, then the overtime work for the first five (5) consecutive calendar days for each incident shall first be offered to regular police officers in the bargaining unit in accordance with the above. The Chief or his/her designee may offer any overtime after the first five (5) consecutive calendar days to regular police officers in the bargaining unit, by seniority, in accordance with the above, or to other officers including special officers.

6. Reasonable efforts to reach or contact such officers shall suffice in all of the above Section 3, subsections (b) #1, #2, #3, #4 and #5.

7. Nothing contained in this section shall limit the rights of the City to temporarily fill a vacant bargaining unit position for all or part of the time it is vacant, or to temporarily replace a regular officer in the bargaining unit for all or part of the time the officer is on authorized leave of absence by means other than overtime; however, the parties agree that in either of such events, if the position is filled or the officer is replaced, the first day and up to five (5) consecutive calendar days will first be offered to regular police officers in the bargaining unit.

8. Overtime that is posted and signed up for by a member of the bargaining unit is approved overtime. The employee who has signed up for the overtime shall not be bumped under any other provision of the contract when there is less than twenty-four (24) hours remaining before the start of the overtime. A bargaining unit employee who signs up for a portion of an eight hour shift can be bumped by a bargaining unit employee who wishes to work the entire posting. A bargaining unit employee, who, with less than twenty-four (24) hours before the start of the posting, removes their name from the sign up, shall immediately notify the supervisor on duty of the action. It is also the responsibility of the canceling employee to find a replacement, unless the supervisor agrees to accept that responsibility.

- (c) Overtime rules apply for all members of the bargaining unit, within their separate classifications, and then certifications.
- (d) Reasonable efforts to reach or contact officers or dispatchers shall suffice. If the City is unable to contact a member of the bargaining unit, the Department shall treat the lack of contact as a refusal. In the event that a member of the bargaining unit uses an answering machine, the Department will leave a message on the answering machine indicating the need for overtime. In any event the offer of overtime will be considered a refusal unless the officer or dispatcher recalls the Department and accepts the overtime, should the overtime still be available.

- (e) Subparagraphs (b), (c) and (d) shall not apply to any employee who is called in early to work prior to the normal commencement of the employee's scheduled work shift and an employee who is required to remain at work after the normal termination of the employee's scheduled work shift.
- (f) Each member of the bargaining unit will be given the opportunity to make a statement of exclusion from the overtime list.

Each member of the bargaining unit can elect to remove their name from overtime consideration for brief and specific periods of time. Such notice shall be in writing to the scheduling officer. It is the responsibility of each member of the bargaining unit to indicate in writing the right to return their name to the overtime list.

- (g) Overtime, when authorized, shall be offered first to members of the bargaining unit by seniority according to the eligibility list. Members of the bargaining unit who have worked eight (8) or more hours of overtime in the current work week will not be contacted for overtime until all other eligible members of the bargaining unit have had an opportunity to be contacted and accept or decline according to the provisions of the Article.
- (h) In the event overtime is created by the absence of a Corporal who is scheduled to serve as the shift's supervisor, the overtime shall first be offered to regular supervisors. In the event the overtime can not be filled with a regular supervisor, the overtime shall be offered to the remaining Corporals by seniority in accordance with Section 3 (b).
- (i) Those officers who have been designated Corporals, retain their seniority based eligibility for patrol overtime. Should the Department offer overtime to fill a vacancy in a Supervisor's position, it will be offered first to all Supervisors. Should no Supervisor accept the overtime then it shall be offered to Corporals by seniority in accordance with Section (b).
- (j) For the purposes of this Section, probationary employees will be considered bargaining unit members, unless otherwise disqualified.

Section 4. In no event will overtime or private job assignments be offered or accepted if the officer is on sick leave or so-called sickness in the family during the applicable twenty- four (24) hour period.

Section 5. If an employee who has left his/her last work station or last duty assignment after having completed work on his/her regular shift is recalled to work, s/he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay. An employee who is called in early to work prior to the normal commencement of his/her scheduled work shift and works continuously from the time s/he reports, or who works beyond the quitting time of the scheduled work shift, shall be paid on an overtime basis for the actual time worked in excess of the regular work shift, but not be guaranteed the four (4) hour

minimum.

Section 6. In the event that an employee is scheduled by the City to work sixteen (16) consecutive hours, the second eight (8) hours shall be paid at the rate of time and one-half the employee's straight time hourly rate.

Section 7. Overtime work shall not include swapped work shifts between individual officers by their mutual agreement. The swapping of work shifts shall be subject to the approval of the Chief or his/her designee.

Section 8. In the event that the Federal Fair Labor Standards Act is amended so as to apply to local governments, it shall then be recognized that the statutory definition of "hours worked" or "overtime" may differ from the definitions under this contract. The City reserves the right to declare work periods other than specified in this Agreement to be applicable in cases where the definitions of the FLSA are deemed to apply by operation of law, so long as there is no violation of this Agreement.

ARTICLE 9.
PRIVATE JOBS.

Section 1. DEFINITIONS: A private job is outside work in law enforcement or related activities, on a special detail through the Montpelier Police Department, for a separate and independent employer (public or private). Private jobs are performed by law enforcement officers solely at the officer's option.

Section 2. An officer who works for a private job shall be paid at the rate of one and a half their base rate of pay per hour, with a four (4) hour minimum guarantee, time computed to the nearest quarter hour. If the event, for which the Officer was scheduled to work, is canceled and the Officer is not notified within four (4) hours prior to the start of the detail, the Officer will receive a four (4) hour minimum.

The City reserves the right not to provide outside work services in the event of payment disputes with a contracting firm, agency, and/or individual.

The City reserves the right to charge the outside employer more than the hourly paid detail rate which the employee receives through the City's payroll system.

Section 3. Work for a private job shall be on a voluntary basis. Notice of approved jobs shall be posted as they become known, in a designated location at the Police Department. Work on private jobs shall be subject to the approval of the Chief of Police or his/her designee.

A. Work on private jobs shall be on a rotating basis without consideration to rank, seniority or days off. For purposes of rotation, an officer's last actually worked private job will determine whether the officer has first choice to work the private job. The officer who has the least current date of a private job actually worked will have first choice for the duty.

B. Officers who have actually worked a private job will have the responsibility, upon completion of the duty, to initial the OUTSIDE WORK CALENDAR for documentation of actually worked private jobs. The OUTSIDE WORK CALENDAR, designated by the Chief, shall be referred to in determining the date last worked for the purpose of rotation concerning this article.

C. An officer who has volunteered for a private job, within twenty-four (24) hours from the starting time of such private job, accepts the responsibility (subject to the discretion of the Chief) to work the private job, unless the private job is filled with another officer, subject to Section 3A of this article. An officer who is sick during the applicable twenty-four (24) period shall notify the on duty supervisor of that officer's inability to work such private job. An officer who violates this paragraph shall be considered as having worked the private job for the purpose of rotation.

When an officer volunteers for a private job within the applicable twenty-four (24) hours

of such private job, that officer shall not be offered or accept overtime, as defined in Article 8, Section 2, which coincides with the private job.

D. In no event will any officer accept or be offered any private job if that officer is on sick leave or so-called sickness in the family during the applicable twenty-four (24) hour period.

E. Regular officers shall have preference over special officers.

F. The Chief reserves the right to remove from the detail list any officer whose work on private jobs impairs his/her ability to perform regularly scheduled police work.

G. The rotation set forth above shall not apply to any alcohol enforcement project such as PADD, SHARP, or START. An officer who is not scheduled to work may volunteer for this assignment. Once an officer has volunteered for this assignment, all other officers who have not volunteered shall have first refusal prior to that officer again being eligible to volunteer for such an assignment.

Section 4. An officer who voluntarily works for another law enforcement agency and, arising from that employment, is summoned to court for the purpose of giving testimony arising from that employment, shall not be entitled to compensation from the City of Montpelier. Other work provided under this article shall not be considered as time worked for the purpose of computing overtime under Article 8.

ARTICLE 10.
HOLIDAYS.

Section 1. The following days shall be recognized as holidays:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Town Meeting Day	1 st Tuesday in March
Memorial Day	Last Monday in May
Independence Day	July 4 th
Bennington Battle Day	August 16 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

Section 2. Eight hours are to be credited annually for the Day after Thanksgiving. Use of this time shall be consistent with all other provisions contained herein concerning the use of compensatory time.

Section 3. Each permanent and probationary employee shall be entitled to receive holiday pay, up to a maximum of eight (8) hours, for each official legal holiday, as herein established, computed on the regular base rate of pay.

Holiday's will be paid during the pay period in which they fall.

In the event that an employee is on disability leave on the day before Christmas and works Christmas Day, or the employee is on disability leave the day before New Year's Day and works New Year's Day, the employee will be excused by the Chief and will be paid for the holiday.

Section 4. In the event that work is required of any employee on any of the scheduled official holidays, the employee shall be paid time and one-half for all hours work on said holiday computed at the employee's base rate of pay. This is in addition to the holiday pay mentioned in section 3 of this article.

Section 5. In order to be eligible for holiday pay, an employee must work on the holiday, including the day before Christmas Day and the day before New Year's Day, if scheduled, and the employee's last regularly scheduled tour of duty before the holiday and the employee's first regularly scheduled tour of duty after the holiday, unless the employee is on approved sick leave, vacation, compensatory time, work related injury leave, or excused by the Chief, which excuse will not be unreasonably denied. In no event shall an employee who is receiving short term disability income insurance benefits, in accordance with Article 12, Section 9, be eligible for pay for any holiday occurring during the time of the employee's disability.

As used herein, the phrase "regularly scheduled tour of duty" shall include the tour of duty to which an absent employee otherwise would have been regularly scheduled.

Section 6. In the event of an employee's death, his/her accrued holiday pay will be paid to his/her designated beneficiary.

Section 7. In the event of a special holiday proclaimed by the President or the Governor of Vermont or the Mayor of Montpelier, for which holiday all City employees except Public Safety employees receive a work day or a fraction of a work day off without loss of pay as a result of said proclamation, employees covered by this Agreement shall be granted extra straight time pay, computed on the employee's base wage, for the time off that other City employees receive without loss of pay, up to a maximum of eight (8) hours, or compensatory time off at the rate of one (1) hour of compensatory time for each hour of time off that other City employees receive without loss of pay, up to a maximum of eight (8) hours. The City shall determine whether an employee shall receive extra straight time pay or compensatory time off, in its discretion.

Section 8. Upon termination of employment for any reason, voluntary or involuntary, an employee will be paid his/her accrued holiday pay.

ARTICLE 11.
VACATIONS.

Section 1.

A. Each permanent employee in a full-time position shall accrue vacation days as follows:

- (a) A new employee shall not accumulate nor use vacation days until the completion of his/her probationary period.
- (b) Upon completion of the probationary period, an employee shall be credited with one (1) vacation day per completed calendar month of employment during his/her probationary period.
- (c) An employee who has completed the probationary period, but with 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 days per 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 calendar month of employment. Total accumulation may not exceed forty (40) days.

B. Working Vacations Disallowed. Vacations with pay are intended as a period of rest and relaxation, and no employee shall be allowed to work for the City during his/her vacation to receive extra pay, except as noted in Section 2.

Section 2. Vacation leave shall ordinarily be time off with regular weekly straight time pay, except that in extraordinary circumstances as determined by the Chief, an employee may be required to work on a vacation day. An employee who is required to work on his vacation day shall receive his/her regular vacation pay for such day, and in addition shall receive either an extra vacation day with pay, plus an extra half-time premium for work on the vacation day; or an extra day's pay at time and one-half for work on the vacation day.

Section 3. Upon written notice of at least 30 days, an employees' request for planned vacation time shall not be unreasonably denied subject to the operating needs of the department. Seniority will control in the event of any conflict between employees over vacation scheduling where operating requirements permit

The Chief of Police may approve a request for less than five (5) days vacation leave submitted in writing not less than five (5) days prior to the commencement of the vacation leave. Such approval or disapproval shall be in writing. No such approval shall be granted in any case where

the request or any part thereof conflicts with the written request of an employee submitted at least thirty (30) days prior to the commencement of his/her vacation.

Posting of available overtime for a requested vacation does not constitute approval of vacation leave. Vacation leave must be specifically approved by the Chief of Police or his/her designee.

Section 4. An employee whose employment is terminated involuntarily by death or dismissal, or an employee who voluntarily quits or retires after having given two (2) weeks' advance notice to the Chief shall receive pay for his/her unused vacation time.

ARTICLE 12.
SICK LEAVE, WORK-RELATED INJURY LEAVE,
AND DISABILITY INCOME INSURANCE.

Section 1. Paid sick leave shall accrue at the rate one (1) day for each month in which the employee actually works twelve (12) or more tours of duty. Vacation time shall be considered as actual work for the purpose of this Section. Unused sick leave may accumulate from year to year, to a maximum of 120 days.

Section 2. ~~Leave for family illnesses will be granted consistent with the Federal and State Family and Medical Leave Acts. (FMLA)~~ Subject to the needs of the Department, as determined by the Chief, an employee may be released from his/her tour of duty on a paid sick leave basis when such employee is required to undergo medical, optical or dental treatment which cannot be scheduled during off-duty hours. The employee shall give the Chief as much advance notice as possible of such scheduled appointments.

Deleted: Sick leave will be granted in case of illness or disability of the employee which is not work related. In the event of the serious illness of a member of the employee's immediate family requiring the personal attention of the employee to arrange for care, the employee may be granted sick leave not to exceed two (2) tours of duty in any instance. At the discretion of the Chief, an employee will be granted additional time beyond the two (2) tours of duty to care for an immediate member of his/her family in the event of unusual circumstances.

Employees who have submitted a resignation shall not be eligible for sick leave unless a doctor's certificate is provided by the employee's physician indicating that the employee is indeed ill and unable to work. This provision may be waived by the Chief of Police in reasonable circumstances.

In the event that a leave may be granted under the provisions of Article 14, Section 2, Incidental Leave, and Article 12, Section 2, Sick Leave, the employee shall have the option to apply for leave under either section.

Section 3. Employees absent for reasons set forth in Section 2 shall report such absence to the Chief immediately, together with the reason for the absence. A doctor's certificate may be required by the Chief of Police in any instance of absence in excess of two (2) consecutive tours of duty, or a pattern of abuse. The cost of the visit to obtain a certificate will be paid by the City.

Section 4. As an incentive program, each employee who works three consecutive work schedules without using sick leave will be granted a bonus of eight hours pay. Eight hours of personal leave may be granted in lieu of eight hours pay, if requested by the employee and granted by the Chief of Police in his/her sole discretion. The employee would then be able to again start earning the incentive upon the start of the next work schedule.

Should an employee not take any sick leave for thirteen consecutive work schedules an additional bonus of eight hours pay. This additional bonus may be taken as eight hours of personal leave, in lieu of eight hours pay, if requested by the employee and granted by the Chief of Police in his/her sole discretion.

The use of bonus personal leave, once accrued, shall not be unreasonably denied. Upon thirty (30) days notice, all requests for bonus personal leave time shall be granted.

Except as required by applicable law, the aforesaid bonuses shall not be considered in determining base pay, wage adjustments, overtime or any other benefits under this Agreement. The aforesaid bonuses shall not be cumulative.

Section 5. Notwithstanding the above, any employee who develops a pattern of sick leave or

abuses the sick leave program shall be denied the bonus aforesaid in Section 4, and in addition may be denied sick leave compensation and be subject to disciplinary action. Both the Union and the City will cooperate in making this program effective.

Section 6. Accumulated and unused sick leave shall not be payable on termination of employment.

Section 7. Work-Related Injury Leave.

(a) In the case of job-related injury or illness, the City will pay the difference between the employee's base weekly salary and the amount of Worker's Compensation benefits to which the employee is entitled under 21 V.S.A. Section 642, for a period not to exceed ninety (90) calendar days.

(b) The City shall also advance to the employee the amount to which the City estimates the employee is entitled under 21 V.S.A. Section 642, until the first payment of benefits under 21 V.S.A. Section 642 by the City's insurance carrier, or a denial of all or part of the employee's claim for benefits under 21 V.S.A. Section 642 by the City's insurance carrier, whichever shall first occur. At such time, the employee shall pay back to the City all sums advanced under this paragraph. In the event of a denial of the employee's claim by the City's insurance carrier, the employee shall have the right to use the employee's accumulated and unused sick leave and vacation leave at the hourly rate then in effect, to repay the amount advanced. The City agrees to indemnify and hold the employee harmless from any Federal and State taxes assessed against any sum advanced by the City to which the employee is entitled under 21 V.S.A. Section 642, and which would have been exempt from Federal and State taxation, if paid directly to the employee by the City's insurance carrier.

(c) In the event that an employee is absent for three (3) days or less due to a job-related injury or illness, and would otherwise be entitled to benefits under 21 V.S.A. Section 642, the City shall pay the employee the employee's base wage for each regularly scheduled tour of duty for which the employee is absent, not to exceed three (3) tours of duty.

Section 8. Short Term Disability Income Insurance. The City will provide, at a total cost to the City, Short Term Disability Income Insurance for the employees of the Police Department. No compensation payments under this agreement may be used to supplement benefits under this program, except that paid sick leave may be used to supplement the maximum weekly benefits under this program up to a total of one hundred percent (100%) of the employee's base weekly salary or wage. 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.

Section 9. The City shall continue to keep employees informed of benefits available in the Short Term Disability Income Program.

Section 10. The City shall provide Long Term Disability Income Insurance for the employees of the Police Department.

ARTICLE 13.
BEREAVEMENT LEAVE.

Section 1. Paid bereavement leave shall be granted for a death in the immediate family (parents, spouse, brothers, sisters, children, grandparents, or a relative living in the household) in accordance with the following schedule:

- A) Employee's immediate family: Not to exceed three (3) working days;
- B) Employee's spouse's immediate family: Not to exceed three (3) working days.

Paid bereavement leave not to exceed one (1) day in any instance may be granted by the Chief in appropriate cases.

ARTICLE 14.
LEAVES OF ABSENCE.

Section 1. A written request for leave of absence without pay and with seniority accruing directed to the Chief may be granted by the Chief with the approval of the Manager for up to one (1) year.

Section 2. Incidental Leave. The Chief, in his/her discretion, may grant an employee up to three (3) days per year of incidental leave without loss of pay. Incidental leave may be used for dental appointments, appointments for physical examinations, transportation of a sick member of the immediate family to or from a hospital or doctor's office, to perform voting privileges, family emergencies, or to conduct urgent personal business, such as real estate closing, which cannot be scheduled outside normal working hours. Incidental leave may also be granted to members of the department to attend Police oriented functions such as sporting events, competitions or gatherings which promote the department in a positive and productive manner. The aforementioned leave shall not be unreasonably denied.

Section 3. The City shall comply with all State and Federal family leave requirements.

Section 4. Absence for Jury Duty. Leave of absence with pay shall be granted to a permanent employee for the performance of jury duty. In order to receive pay for such leave of absence, the employee, upon the employee's receipt of payment for jury duty service, shall remit to the City Treasurer's office the daily payment received for the days that the city paid the employee. The city will not request for payment of jury pay on the days the employee was not scheduled to work. Travel expenses included in such compensation shall be returned to the employee. On a day that an employee attends jury duty, they will not be expected to work any shift or any part there-of and will receive payment as stated above.

Section 5. In the event that a leave may be granted under the provisions of Article 14, Section 2, Incidental Leave, and Article 12, Section 2, Sick Leave, the employee shall have the option to apply for leave under either section.

ARTICLE 15.
PROBATIONARY PERIOD.

The probationary period for all new employees and newly promoted employees, except dispatchers, shall be nine (9) months from the date of hire or promotion, unless extended as hereinafter provided.

The probationary period for dispatchers shall be six (6) months from the date of hire, unless extended as hereinafter provided.

Dispatchers shall receive a progress report and shall be evaluated in writing prior to the expiration of the initial six (6) month probationary period. It is the responsibility of the City for completion of the evaluation prior to the expiration of the probationary period. Should the City fail to provide said written evaluation, it will be deemed that the employee has successfully completed their probationary period. The initial six (6) month period may be extended by the Chief for an additional three (3) months, provided the employee is given written notice of the reason(s), including any deficiencies, for the extension prior to the expiration of the initial six (6) month period.

All other employees or newly promoted employees shall be evaluated prior to the expiration of the initial nine (9) month probationary period. All other employees shall be evaluated in writing prior to the expiration of the initial nine (9) month period. It is the responsibility of the City for completion of the evaluation prior to the expiration of the probationary period. Should the City fail to provide said written evaluation, it will be deemed that the employee has successfully completed their probationary period.

The initial nine (9) month period may be extended by the Chief for an additional three (3) month period, provided that the employee is given written notice of the reason(s), including any deficiencies, for the extension of the employee's probationary period prior to the expiration of the initial nine (9) month period. The Union shall be notified in writing when an employee satisfactorily completes the employee's probationary period. This notification shall be given no later than one week following said completion.

In the event that an employee is absent from work during the employee's probationary period, including any extension thereof, the employee's probationary period shall be extended for the total amount of time that the employee was absent from work.

Employee evaluations under this article and any matter relating thereto shall not be subject to the grievance and arbitration procedure under Article V of this contract, except the failure to evaluate the employee within the time set forth in this article.

The reason(s), including any deficiencies, for the extension of the employee's probationary period, and any matter relating thereto, shall not be subject to the grievance and arbitration procedure under Article 5 of this contract, except the failure to give written notice to the employee within the time set forth in this Article.

Written notice shall be sufficient if hand-delivered to the employee or if placed in the employee's box at the police station. If the notice is placed in the employee's box at the police station, the date and time of such notice shall be deemed to be the date and time stamped upon the notice or the envelope containing the notice by use of the time clock in the police Department.

Notwithstanding anything contained in this Article, the City shall retain the right to discharge a probationary employee at any time during the employee's probationary period, including any extension thereof allowed under this Article, without just cause and without access to the grievance process set forth in Article 5.

ARTICLE 16.
SENIORITY.

Section 1. Definition.

A. BARGAINING UNIT SENIORITY shall mean the length of continuous service with the City since the last date of hire in the bargaining unit. Employees will be placed on the seniority list upon completion of the probationary period, retroactive to date of hire.

B. CITY SENIORITY shall mean the length of continuous service with the City. This seniority shall only apply towards levels of fringe benefits.

Section 2. Posting of List. On or before January 1st of each year, the City shall post on the bulletin board a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 3. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, layoff in excess of twenty-four (24) months and retirement, but not by vacation, sick leave, injury time, temporary layoff, suspension, any authorized leave of absence, or call to military service. Seniority shall continue to accrue during such period.

Section 4. In the event of a reduction in force, layoff shall be in inverse order of seniority and any recall shall be by seniority. Probationary employees will be laid off first in any instance.

Section 5. Bargaining unit employees, who have completed their probationary periods within the bargaining unit, accepting positions with the City outside the bargaining unit shall retain their status and seniority in the bargaining unit until they have completed their trial probationary period. Should the City or the employee feel the new position is not working out, the employee shall return to the previous position. Should the employee satisfactorily complete the trial probationary period in their new position and be made permanent, the employee shall forfeit all bargaining unit seniority for their previous position. Employees who have not completed their probationary periods before accepting positions outside of the bargaining unit will not carry forward any seniority and will have no automatic rights of return to the previous position and, if they do return, shall be considered new employees with new start dates for the purposes of calculating seniority, probationary period, leave accumulation and other benefits specified in this agreement.

Section 6. As agreed in the previous contract, the following employee changed his anniversary hire date to July 1st of each year for evaluation of their step increase only. Each year, this individual shall receive his annual step increase on July 1st and not on his anniversary hire date, and this shall continue throughout the length of this contract. This change was instituted to recognize the approximate twenty (20) years of employment this individual has given to the City. This individual is Mark Moody.

ARTICLE 17.
PROMOTIONS and ASSIGNMENTS

A. Promotions.

Following notice by the Department of its intent to fill a promotional vacancy, members of the bargaining unit who desire to be considered for the promotion shall notify the Chief of Police in writing of that desire according to the posted notice.

When the City decides to fill a promotional vacancy, a notice shall be posted by the Chief in a conspicuous place within the Department for fifteen (15) days. The position shall be filled by competitive examination. Any such examination shall be in writing and oral, and upon such matters that will further test the knowledge and aptitude of the applicant for the requirements of the position to be filled.

Upon prior written consent of the applicant, such applicant's scores from each area of testing shall be posted in the Police Department for a period of three (3) days prior to the effective date of the promotion. Upon prior written consent of the applicant, the Union shall receive all results of said applicant's tests upon written request.

The Chief of Police shall consult with the supervisors and review performance appraisals as part of any decision on offering the promotion.

B. Detective Assignment

The assignment of an officer to the position of detective is made in order to provide for greater experience and opportunity for increased responsibilities to more members of the department. This assignment is not considered a promotion.

Compensation shall be based upon the wage scale for detective as defined in this agreement. Officers so assigned would retain their step placement in the wage scale and move to the appropriate classification. (Example: pay grade 14-IX would then move to 15-IX for the assignment.) Periodic wage adjustments and step increases would be in accordance with the collective bargaining agreement. At the conclusion of the assignment the officer would retain the wage scale of the detective's position and remain at that pay grade until such time that the pay classification steps of the patrol officer equals the detective's pay grade. This provision will not apply to an officer who is assigned to detective for six (6) months or less.

It is intended that the assignment to detective would be for no less than two (2) years. It is recognized that there is a large operational need for a detective, and as such, the position should remain filled unless there is an operational need to reassign the officer.

C. School Resource Officer Assignment

The assignment of an officer to the position of school resource officer is made in order to provide for greater experience and opportunity for increased responsibilities of safety and presence in the Montpelier School System. This assignment is not considered a promotion.

This officer benefits from this position with a schedule of day shift during the week, as well as other benefits. These benefits may be changed based on the operational needs of the department and the continued funding of this position.

It is intended that the assignment to school resource officer would be for no less than two (2) years. It is recognized the need of a school resource officer, and as such, the position should remain filled unless there is an operational need to reassign the officer or a loss of school funding for the position.

D. Senior Dispatcher

A Senior Dispatcher position will be filled during times when a vacancy exists in the Dispatch Supervisor position. There is no other requirement to maintain a Senior Dispatcher position.

The assignment of a dispatcher to the position of Senior Dispatcher is made to provide for greater communication between the dispatch function and the patrol and management function of the police department. This position does not have any authority to discipline members of the collective bargaining unit. The main goal of the position is to provide a link between the dispatch management function and the management function of the police department by service as a "point" person for the dispatchers. This assignment is not considered a promotion.

Following notice by the department of its intent to make an assignment, dispatchers of the bargaining unit who desire to be considered for the assignment shall notify the Chief of Police in writing of that desire according to the posted notice.

The Chief of Police shall consult with the supervisors and review performance appraisals as part of any decision of offering the assignment. The Chief of Police will also consider experience and knowledge of the various systems within dispatch.

The compensation for this individual shall be started at a rate of 2.5% higher than the current highest paid dispatcher.

E. Corporals. Promotion to Corporal will follow the provisions of section 17A. The City shall have up to four (4) corporals in the bargaining unit who are assigned to general patrol. The School Resource Officer and Detective may also be corporals in addition to the four assigned to patrol.

Deleted: Effective upon the execution of this agreement, Corporals Mark Moody and Stephen Nolan will be promoted to Corporal without following the process outlined in section 17A.

ARTICLE 18.
EMPLOYEE CONDUCT.

Section 1. Outside Employment. No person shall engage in outside employment of the kind or character which, in the judgment of the Chief, disparages the reputation of the Montpelier Police Department. No person shall engage in outside employment in the nature of police or quasi-police work without the prior approval of the Chief. An employee whose outside employment impairs his/her ability to perform City work shall be the subject of disciplinary action.

Section 2. Pecuniary Interests. No employee of the City shall have any financial interest in or profit from any contract, service, purchase, sale or work performed by the City; nor shall any employee solicit, receive or agree to receive any compensation, gift, reward or gratuity from any source except the City of Montpelier for any matter or proceeding connected with or related to the duties of such employee unless otherwise provided for by law.

Section 3. 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 for any use other than that which serves the public interest, except with the approval of the Chief.

Section 4. 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.

Section 5. Notice of Resignation. An employee should give notice of resignation as soon as his/her decision to leave is made, but in no case less than two (2) full weeks prior to the resignation date. No employee will suffer adverse consequences as a result of submitting a timely notice of resignation. Employees are encouraged to notify the police chief at the time they apply for employment and will not suffer adverse consequences as a result of their candidacy.

ARTICLE 19.
PERSONNEL FILES.

Section 1. No adverse information shall be placed in an employee's personnel file unless the employee is so informed at the time and is furnished a copy. An employee shall have the right to submit a written comment to be included in his/her personnel file or to grieve the adverse information.

Section 2. An employee shall have the right to inspect material (other than pre-employment material) in his/her personnel file during normal business hours by appointment with the Department personnel clerk or supervisor who is the custodian of the files. An employee shall be furnished a copy of such material upon his/her request. Ten (10) pages shall be copied free of charge by the City each fiscal year. Any additional pages shall be copied by the City at the employee's own expense.

ARTICLE 20.
COMPENSATION.

Section 1.

~~Year 1 - 2014-2015 – All employees will receive a cost of living increase of 1.5% as well as a step for those who are eligible.~~

~~Year 2 - 2015-2016 – All employees receive a cost of living adjustment of 2.0% as well as a step for those who are eligible.~~

~~Year 3 - 2016-2017 – All employees receive a cost of living adjustment of 2.0% as well as a step for those who are eligible.~~

Section 2. All employees who have reached the maximum step within their job title shall receive a longevity bonus on their anniversary date based on the following:

2080 hours x. years of service x. 02

Section 3. Each employee shall receive a step increase on their anniversary hire date each year during the contract, in accordance to Section 4. The schedule attached in Appendix 4 (Page 60) will be used for annual base rate of pay increases and step increases.

Section 4. Periodic Wage Adjustment. Periodic wage adjustment in any position in the classified service shall be made on the basis of merit, determined through the process of evaluation of job performance, attitude, initiative, knowledge, skill and experience. Wage increases, when granted, shall be in increments defined in Appendix 4. Periodic wage increases shall be granted only upon the recommendation of the Chief of Police and approval of the City Manager in accordance with the following:

Step I. The initial appointment for entrance or probationary level for new employees shall be at Step I at any classified position, unless in the opinion of the Chief an applicant has unusual abilities, training and experience. Employees at this level shall have served at least one (1) year and have successfully completed his or her probationary period prior to the initial evaluation for advancement to Step II.

Step II to X. Employees at Steps II to X in any classified position shall serve not more than one (1) year prior to the initial evaluation for advancement to their next step. This evaluation should occur annually on each employee's date of hire anniversary.

Section 5. Step Increase Evaluation. Should the City fail to provide the employee with the written evaluation prior to the expiration of the given time periods stated within this article, the employee will be deemed to have successfully completed the advancement to their next step.

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¶ 2080 hours x. years of service x. 02 ¶

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¶ 2080 hours x. years of service x. 02 ¶

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¶ 2080 hours x. years of service x. 02 ¶

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ARTICLE 21.
AGENCY SERVICE FEE.

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 a service fee in an amount not to exceed the Union dues.

Upon written notice from the Union that an employee has not paid the service fee as aforesaid, such employee shall be subject to the provisions of ARTICLE 6, DISCIPLINE AND DISCHARGE.

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 Article.

This Article shall be subject to the Constitution and laws of the United States of America and the State of Vermont.

ARTICLE 22.
INSURANCE.

Section 1. Hospital and Medical Insurance.

All eligible employees may opt to enroll in the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan with a ~~\$4000~~/~~\$8000~~ deductible, combined with a Health Reimbursement Arrangement (HRA), ~~\$3500~~/~~\$7000~~.

- a) Employees shall pay deductibles, co-insurance and out-of-pocket expense as provided above, along with a contribution to the City's health insurance costs. Employee health insurance costs shall be paid through bi-weekly payroll deductions. The bi-weekly employee share for 2015 health insurance costs are as follows: ~~\$20.17~~ for a single person plan, ~~\$138.09~~ for a two person plan and ~~\$181.26~~ for family coverage.

In the event an employee is off payroll for any reason, the employee shall remain responsible for their share of the health insurance cost.

If the City of Montpelier chooses to continue to provide the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan beyond calendar year 2015, 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 premium and full HRA ~~\$3500~~/~~\$7000~~ Plan. The employee share for 2016 shall be 5% for a single person plan and 20% for a two- person and family plan.

- b) The City of Montpelier shall rollover 10% of the year-end unused employer contribution (~~\$3500~~ for a single person plan and ~~\$7000~~ for a two -person and family plan) to the individual employee HRA.

The rollover shall not exceed \$500 for a single person plan and shall not exceed \$1,000 for a two -person or family plan in any given year. In no event will the individual employee HRA annual available balance exceed ~~\$4000~~ for a single person plan or ~~\$8000~~ for a two- person or family plan.

- c) If the City of Montpelier chooses to continue to provide the Blue Cross Blue Shield of Vermont CDHD Comp Blue Insurance Plan beyond calendar year 2015, the City of Montpelier shall utilize a portion of the annual unused claim reserves associated with moving to a high deductible insurance plan with an Employer funded health reimbursement arrangement, as described, to maintain the current funding level of the HRA's for single, two-person and family plans and/or to offset insurance premium increases in the future.

- d) In the event that the above described plan is not available after January 1, 2016, 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.

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- e) The parties agree that if a 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 the 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.

Section 2. Life Insurance. The City will continue to provide life and accidental death and dismemberment insurance for all permanent employees in accordance with the following:

One Thousand Dollars (\$1,000.00) of coverage for each One Thousand Dollars (\$1,000.00) basic annual earnings, rounded off to the nearest thousand dollars.

Section 3. Other Coverage. The City will continue to provide individual liability, false arrest and other special coverage to the extent provided immediately prior to the effective date of this Agreement.

Section 4. The City retains the right to change carriers and revise plans for life, health, dental and pension benefits so long as the overall net employee benefits do not decrease.

Section 5. Dental Insurance. The City will provide to all permanent employees dental benefits as set forth in Appendix II. The City will pay one hundred percent (100%) of the premium for employees and employees shall pay 100% of the premium for dependent (two-person or family minus single person) coverage. The city will provide the orthodontic rider (Coverage D) with the employee paying 100% of the premium for this rider.

Section 6. Section 125 Plan. The City may provide a Section 125 plan in accordance with all Federal and State laws. The City will contribute \$250 into the flexible spending plan of participating employees. In 2010 only, the City will reimburse any employee who did not participate in the Section 125 plan up to \$250 for documented vision expenses.

Section 7. Medical Insurance after Retirement. Upon retirement an employee may purchase medical insurance at the group rate provided other City employees until the retiree and dependent, if any, become Medicare eligible. The retiree shall be responsible for 100% of the premium and any administration fee up to a maximum of five percent (5%).

ARTICLE 23.
UNIFORMS.

Section 1. The Chief and/or his/her designee shall meet periodically with not more than two (2) representatives of the Union to discuss the standardization of the uniforms. It is understood that the final determination and specification of any such item of uniform is reserved to the Chief.

Section 2. The City will continue its practice of supplying initial issue of uniforms and equipment to new hires, and of maintaining and cleaning uniforms. Failure of an employee to be in uniform shall be subject to disciplinary action, provided that sufficient uniforms have been provided in accordance with the practice.

Detectives shall receive a reimbursement of Five Hundred Dollars (\$500.00) for the purchase of clothing and work shoes or authorized and approved Police related equipment.

The City shall provide three (3) sets of summer and winter uniforms for Police Department Dispatchers. The City will have uniforms cleaned.

Section 3. The City shall reimburse each regular police officer and each community service officer for the cost of one (1) pair of work shoes, weather protective footwear, work shoe repairs and authorized and approved Police related equipment up to the total sum of ~~Five~~ Hundred Dollars (~~\$500.00~~) per fiscal year. Reimbursement will be made within 30 days after the officer submits receipts.

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ARTICLE 24.
MISCELLANEOUS.

Section 1. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 2. Each employee shall be furnished a copy of this Agreement. Copies shall be made available to new employees shortly after hire.

Section 3. The Union and the City shall share equally the cost of printing or duplicating this Agreement.

ARTICLE 25.
UNION BUSINESS AND OPERATION.

Section 1. Union Business Leave.

- (a) Not more than two (2) Union officers or designees shall be granted time off without loss of pay for contract negotiations or grievance hearings.
- (b) Subject to the operating needs of the Department, and only with written advance notice, paid leave not to exceed five (5) person-days per year may be granted to Union designees for the purpose of attending Union conventions or education conferences. Such leave may be granted only with the understanding that no overtime obligations will be incurred by the City.

Section 2. Bulletin board space will be provided for routine Union announcements.

Section 3. Union representatives will be granted access to the premises for individual discussions of grievances with employees, provided that work is not interfered with and provided that the Police Chief is notified of his/her presence in advance.

Section 4. The City shall issue a written bulletin to each employee advising the extent of insurance coverage on private jobs or outside employment (if applicable) and of the benefits provided in ARTICLE 22.

Section 5. Newly Created Positions. In the event that the City creates a new permanent position within the bargaining unit, the City will post a written job description in a conspicuous place within the Department.

ARTICLE 26.
LAW CONFLICT OF THE CONTRACT.

Section 1. Should any provisions of this Agreement be held to violate a federal or state law, or the City Charter, all other provisions shall remain in force. Should any provision of this Agreement conflict with any City ordinance, this Agreement shall prevail to the extent permitted by law. If the City ordinance is held to prevail, the Manager and the Union will cooperate in seeking an amendment to such ordinance, or this Agreement, in order to give effect to this Agreement, and all other provisions shall remain in force. The provisions of this Agreement shall be deemed to supersede any conflicting provision of the City employee's personnel plan. Employees covered by this Agreement shall not be covered by said plan.

ARTICLE 27.
CHAIN OF COMMAND AND CORPORAL DESIGNATION.

Section 1. Chain of Command. The Chief shall notify all employees in writing of the Table of Organization and chain of command on each shift.

Section 2. Employees of the Police Department who are married to each other shall not work in a supervisory capacity with each other except in an emergency at the discretion of the Chief.

Section 3. Corporal Designation. Employees promoted to the position of Corporal will be given Corporal stripes (two chevrons per sleeve) to be worn on the uniform sleeves.

Section 4. Corporal Shift Assignments.

The City intends to assign one corporal per patrol shift. Corporals will be assigned to shifts at the sole discretion of the Chief based on the operating needs of the department. Corporals agree to forgo their opportunity to make a statement of exclusion from the overtime list, as it pertains to non-unit supervisory positions. The School Resource Officer and Detective, if Corporals, may be exempted from this requirement upon approval by the Chief.

Section 5. Corporal Responsibilities.

In the event that a non-unit supervisor who is assigned to a shift is on paid time off or is otherwise unavailable to perform the duties of a shift supervisor, and no other non-unit supervisor agrees to assume responsibility of the shift, then the Corporal assigned to each shift will assume and be required to perform the duties of a non-unit supervisory position, on an acting basis.

In the event that a Corporal is on paid time off or is otherwise unavailable to perform the duties of a shift supervisor, and no non-unit supervisor agrees to assume responsibility of the shift, the vacant Corporal shift will be filled by another Corporal. The Department shall make every attempt to cover a non-unit supervisory position with a non-unit supervisor or Corporal.

Patrol officers and/or senior patrol officers, so-called, will not be required to perform the duties of a non-unit supervisory position, except in the event of an emergency and at the discretion of the Chief. In the event that a patrol officer and/or senior patrol officer is required to temporarily perform the duties and responsibilities of a non-unit supervisor, an additional one dollar (\$1.00) per hour while performing such duties, to be added to the employee's straight time hourly rate, calculated to the next quarter hour

Any patrol coverage overtime that is caused or created when a Corporal assumes the duties and responsibilities of a non-bargaining unit supervisory position, will first be offered to other bargaining unit members, in accordance with the provisions of Article VIII (Overtime).

The Chief shall use his/her best efforts to clarify the duties and responsibilities of a patrolman serving as corporal and the patrolmen serving under him/her.

ARTICLE 28.
MILITARY LEAVE.

Section 1. Military Leave. 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.

ARTICLE 29.
DIFFERENTIAL TIME AND PAY.

Section 1. Differential Pay for hours worked between 1600 hrs (4:00 PM) to 0800 hrs (8:00 AM).

- (a) All union employees that work between hours of 1600 (4:00 PM) and 0000 (12:00 AM) will receive an additional \$0.65 per hour worked for differential.
- (b) All union employees that work between the hours of 0001 hrs (12:00 AM) and 0800 hrs (8:00 AM) will receive an additional \$1.37 per hour worked for differential. This is a combination of the \$0.65 which is earned between 1600 and 0000 and an additional \$0.72 for working between 0001 and 0800.

These rates will not be increased for overtime or extra duty worked.

Deleted: Day Off for Employees Assigned to the 2400-0800 Shift.

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Deleted: (a) Subject to the operating needs of the Department, a full-time, permanent employee who is assigned to the 2400-0800 shift for at least one (1) full twenty-eight (28) day work period shall receive six (6) hours off with pay for each such twenty-eight (28) day work period. In the event that the employee has taken six (6) "diff" hours off in that assigned twenty-eight (28) days and at the conclusion of that assigned twenty-eight (28) day period has taken more than ten (10) days of authorized leave within that same twenty-eight (28) day period, then that employee shall not be able to have a "diff" day during the subsequent twenty-eight (28) day period. The twenty-eight day period shall be counted from the start of the schedule assignment. The employee must request the day off at least three (3) days prior to the date of the day off. If the day off is not taken in the twenty-eight (28) day work period in which it accrues, it shall be banked up to forty-two (42) hours. In no event shall an employee be paid for a day off not taken.¶

¶
(b) . Subject to the operating needs of the Department, a full-time, permanent dispatcher who is assigned to the swing shift, which involves working two (2) midnight to eight shifts per week, and the full-time, permanent officer who is assigned to the swing shift from 7:00 PM to 3:00 AM shall receive six (6) hours off with pay every twelve weeks. The employee must request the day off at least three (3) days prior to the date of the day off. If the day off is not taken in the eighty-four (84) day work period in which it accrues, it shall be banked up to forty-two (42) hours. In no event shall an employee be paid for a day off not taken.

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ARTICLE 30.
PENSION AND RETIREMENT.

Section 1. Effective January 1, 2003, the employees shall be members of the Vermont Municipal Employees Retirement System (VEMRS) Group C with all related benefits and contribution schedules as established by VMERS.

ARTICLE 31.
MEDICAL EXAM AND HEALTH CLUB MEMBERSHIP.

Section 1. Annual Medical Examination.

The City and Police Department encourage each of its employees to obtain a medical examination. It is further recommended that each regular police officer have such an examination prior to taking the physical assessment as required in Article 32, Section 1.

The medical examination, if chosen by the employee, shall be paid by the employee's health insurance provided under this agreement to the extent of the coverage. In the event that as a result of the 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, and deductible costs, except that the total of such reimbursements shall not exceed the cost of the annual examination.

In the event that the annual examination reveals medical conditions that require further examination beyond a normal and customary office visit associated with such an exam, the terms of the employee's health insurance shall govern.

The Police Department will maintain no records of this examination other than financial and other assorted records associated with reimbursement.

Section 2. The City will purchase a corporate health club membership for bargaining unit employees of the Police Department at First In Fitness. The bargaining unit employees who choose to be members of First in Fitness shall pay one half of the determined corporate monthly charge. The City will reimburse employee up to 50% of the cost of employee health club membership. Should a member of the bargaining unit choose membership in another fitness facility, the City will reimburse the employee for up to 50% of the monthly charge, up to an amount equal to that paid for those members at First in Fitness.

Should a bargaining unit employee achieve a score of 50% or greater on the physical qualification test referenced in Article 32 Section 1, the city will reimburse 100% of the cost of employee health club membership at First In Fitness. Should an employee of the bargaining unit choose membership in another facility and score 50% or greater on the physical qualifications test, the City will reimburse the employee to 100% of the monthly charge, up to an amount equal to that paid for those members at First In Fitness. Should an employee of the bargaining unit score 50% or greater on the physical qualifications test and choose not to join a fitness facility the City will pay the employee an amount equal to 100% of an employee health club membership at First In Fitness, issued no later than two (2) pay periods after submitting their score to the Chief.

ARTICLE 32.
PHYSICAL QUALIFICATIONS TEST.

Section 1. Physical Qualifications Test.

The parties will work cooperatively to develop a new testing practice by January 1, 2016. If agreement is not reached by that date, or the deadline extended by mutual agreement, the testing requirement and related bonus payment will be eliminated from the contract.

The following testing system will remain in place until December 31, 2015:

Each officer of the Department will be given a copy of the physical assessment standards of the Vermont Criminal Justice Training Council (see addendum for standards). Prior to July 1st of each calendar year, each officer will submit a certification of participation, indicating the officer has taken each portion of the standardized test, achieving a minimum forty percent (40%) score based on the Vermont Police Academy entrance standard, signed by a certified physical fitness trainer as evidenced by a nationally recognized fitness organization. The forty percent (40%) score applies only to officers hired after July 1, 2001. Officers hired prior to June 30, 2001 are not required to achieve the forty percent (40%) score on any physical qualification test. In the event an employee is medically unable to participate in the physical fitness evaluation, such employee will submit a medical release form signed by the employee's treating physician. The City will pay all costs associated with the administration of the physical qualification test.

See Appendix 5 (Page 60) of this contract for the percentiles and established guidelines for conducting the physical qualification testing.

ARTICLE 33.
HEALTH AND SAFETY.

Section 1. Health and Safety Meetings. Representatives of the Union and the City, not to exceed two (2) representatives from each, shall meet at mutually agreed upon times to discuss matters of mutual concern relating to issues of health and safety.

Section 2. The parties agree that nothing contained in Article 33 shall require the parties to bargain collectively over any issues relating to health and safety.

ARTICLE 34.
TUITION REIMBURSEMENT.

Section 1. Tuition Reimbursement

The City will reimburse an employee for fifty percent (50%) of the cost of tuition for courses taken after July 1, 1990 at an institution of higher education accredited by the State of Vermont. The employee must successfully complete the course with a "C" or a 2.0 on a 4.0 scale.

Reimbursement shall be provided for not more than four courses per semester or a maximum of eight courses per fiscal year per member. The operation of this program is subject to the availability of funds, not to exceed \$6,000 per year. Continuation of this program beyond the day of this agreement shall be contingent on the re-negotiation of this benefit and specific funding provided as a result thereof.

If funds made available are not sufficient to meet all requests that would otherwise be approved, the City may pro-rate the available funds among all approved requests or may limit the approvals to the amount of funding available.

If the employee leaves the employment of the City, he/she shall be responsible for repaying the City for tuition reimbursement moneys paid to them according to the following schedule. For calculation of "month of leaving", any portion of a calendar month will be counted.

Month of Leaving	Reimbursement to
1 through 12	100.0%
13	100.0%
14	91.7%
15	83.3%
16	75.0%
17	66.7%
18	58.3%
19	50.0%
20	41.7%
21	33.3%
22	25.0%
23	16.7%
24	8.3%

ARTICLE 35.
DURATION OF AGREEMENT

Section 1. Consent of Parties. Notwithstanding any contrary provision, this Agreement represents the full and complete agreement between the parties and it is understood and agreed 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.

Section 2. Duration of Agreement. This Agreement shall be effective July 1, ~~2014~~, except as otherwise specifically stated in this Agreement. This Agreement shall expire **June 30, 2017 subject to the provisions in Article 22.**

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Section 3. Modification or Termination. Either party may notify the other party of its desire to terminate or modify this Agreement by written notice sent by registered or certified mail, postage prepaid, postmarked no later than November 1, ~~2016~~. Negotiations for a successor agreement shall commence as soon as possible after a timely notice.

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Section 4. Failure to Notify. Should neither party send a timely notice to modify or terminate this Agreement as provided in Section 3, this Agreement shall be considered to have been automatically renewed until **June 30, 2018**, and from year to year thereafter unless a timely notice is sent postmarked no later than November 1 of any subsequent year.

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Dated at the City of Montpelier this ____ day of ~~July~~, 201~~5~~,

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~~FRATERNAL ORDER OF POLICE~~

CITY OF MONTPELIER

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Deleted: VERMONT PUBLIC EMPLOYEES
COUNCIL¶
LOCAL 2787, COUNCIL 93 AFL-CIO¶

By _____
Negotiating Committee

By: _____
City Manager

Negotiating Committee

Police Chief

Negotiating Committee

Finance Director

**APPENDIX 1
ACKNOWLEDGMENT OF ARBITRATION**

Local 2787, AFL-CIO American Federation of State, County and Municipal Employees, Vermont Public Employees Council, AFL-CIO (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.

| Dated at the City of Montpelier this _____ day of July, 2015

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| FOP FOR THE CITY OF MONTPELIER

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By: _____
Negotiating Committee

By: _____
City Manager

Negotiating Committee

Police Chief

Negotiating Committee

Finance Director

APPENDIX 2
Delta Dental Insurance Benefit Summary

**VLCT HEALTH TRUST AND NORTHEAST DELTA DENTAL
DENTAL INSURANCE BENEFIT SUMMARY**

DEDUCTIBLE
(Applies to Coverage B and C only.)

↓		↓	
COVERAGE A	COVERAGE B	COVERAGE C	ORTHO. RIDER
DIAGNOSTIC: Evaluations – two in a 12-month period X-Rays Complete series or panoramic film once in a 3-year period; Bitewing x-rays once in a 12-month period; x-rays of individual teeth as necessary. Oral cancer screening once in a 12-month period. PREVENTIVE: Cleanings: four in a 12-month period. Fluoride twice in a 12-month period to age 19. Space maintenance to age 16. Sealant application to permanent molars: once in a 3-year period per tooth, for children to age 19.	RESTORATIVE: Amalgam (silver) fillings Composite (white) fillings for anterior teeth only. ORAL SURGERY: Surgical and routine extractions. ENDODONTICS: Root canal therapy. PERIODONTICS: Periodontal maintenance (cleaning) <i>Four cleanings are covered in a 12-month period; this can be routine (Coverage A) or Periodontal (Coverage B), in any combination.</i> Treatment of gum disease. Clinical Crown Lengthening once per lifetime per site. DENTURE REPAIR: Repair of removable dentures to its original condition. EMERGENCY PALLIATIVE TREATMENT.	PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures. Rebase and reline (dentures). Crowns Onlays Dental Implant	ORTHODONTICS: Correction of crooked teeth for dependent children up to age 19. Adult orthodontic also available.
↑	↑	↑	↑
CONTRACT YEAR MAXIMUM			LIFETIME MAXIMUM

**PLEASE REFER TO ATTACHED SHEET FOR INFORMATION ON DEDUCTIBLES,
COINSURANCE AND MAXIMUM OPTIONS.**

Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at www.nedelta.com. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a NOB (Notification of Benefits) detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

For Non-Participating Dentists: If you visit a Non-Participating Dentist within the Northeast Delta Dental operating area of Maine, New Hampshire, and Vermont, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or that may be downloaded from www.nedelta.com. Unless otherwise required by State law, payment for services rendered will be made directly to you and will be limited to the lesser of the Dentist's actual submitted charge or the company's allowance for Non-Participating Dentists located in the tri-state region. It will be your responsibility to make full payment to your Dentist.

For Dentists Outside Maine, New Hampshire and Vermont:

If you visit a Dentist outside the operating area of Northeast Delta Dental, you may be requested to bring a claim form that is available by calling us or may be downloaded from www.nedelta.com. For benefits provided to a Subscriber or Eligible Dependent by a Dentist outside the Northeast Delta Dental geographic area, benefits will be paid directly to the Dentist if the Dentist is a Participating Dentist with the local Delta Dental member company unless it is noted on the claim form that payment should be sent to you. If the Dentist does not participate with the local Delta Dental member company, payment will be made to the Subscriber unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a Non-Participating Dentist will be limited to the lesser of the actually submitted charge or an amount equal to a selected percentile of a nationally recognized database of dental charges for the geographic area in which the services were provided. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.

Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible

All eligible employees and their dependents, defined as:

Spouse or Civil Union partner;
Unmarried, dependent children to age 19;
Unmarried, full-time dependent students to age 25, and
Incapacitated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service Excellence™ Program

Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description booklet or consult your employer.



Northeast Delta Dental
One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
www.nedelta.com

**APPENDIX 3
CITY OF MONTPELIER
SEXUAL HARASSMENT POLICY**

It is against the policies of this employer, and illegal under state and federal law for any employee, male or female, to sexually harass another employee. This employer is committed to providing a workplace free from this unlawful conduct. It is a violation of this policy for an employee to engage in sexual harassment.

What is “sexual harassment?”

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- (2) submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or,
- (3) the conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment include, but are not limited to, the following when such acts or behavior come within one of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of an employee’s body;
- touching or grabbing any part of an employee’s body after that person has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask an employee to socialize on or off-duty when that person has indicated s/he is not interested;
- displaying or transmitting sexually suggestive pictures, objects, cartoons or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;

**CITY OF MONTPELIER
SEXUAL HARASSMENT POLICY**

Page 2

- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to an employee's sex or sexual orientation;
- harassing acts or behavior directed against a person on the basis of his or her sex or sexual orientation;
- off-duty conduct which falls within the above definition and affects the work environment.

What this employer will do if it learns of possible sexual harassment:

In the event this employer receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The employer is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to, or reporting any complaint or suspected acts of sexual harassment. Supervisors should report to City Clerk-Treasurer, Assistant City Manager, Finance Director (individuals who have been designated to receive such complaints or reports), or to the City Manager. Failure by a supervisor to appropriately report or address such sexual harassment complaints or suspected acts shall be considered to be in violation of this policy.

Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

If the allegation of sexual harassment is found to be credible, this employer will take appropriate corrective action. The employer will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

What you should do if you believe you have been harassed:

Any employee who believes that she or he has been the target of sexual harassment, or who believes she or he has been subjected to retaliation or having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the person with the complaint is encouraged to report the situation as soon as possible to City Clerk-Treasurer, Assistant City Manager or Finance Director at City Hall (individuals who have been designated to receive such complaints or reports), or to her or his supervisor, or to the City Manager at City Hall (the head of this organization). It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

CITY OF MONTPELIER
SEXUAL HARASSMENT POLICY
Page 3

If the complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, she or he may file a complaint by writing or calling any of the following state or federal agencies:

1. Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, Vermont 05602, Telephone: (802) 828-3171 (voice/TDD). Complaints should be filed within 300 days of the adverse action.
2. Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, Telephone: (617) 565-3200 (voice); (617) 565-3204 (voice/TDD). Complaints must be filed within 300 days of the adverse action.
3. Vermont Human Rights Commission, 133 State Street, Montpelier, VT 05633-6301, Telephone: (802) 828-2480 (voice/TDD) (Only if you are employed by a Vermont State Agency.) Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations, facilities conciliation, and if it finds that there is probably cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within 3 or 6 years, depending on the type of claims raised.

Where can I get copies of this policy?

A copy of this policy will be provided to every employee, and extra copies will be available in the City Manager's Office. Reasonable accommodations will be provided for persons with disabilities who need assistance in filing or pursuing a complaint of harassment, upon advance request.

PHYSICAL QUALIFICATION TESTING STANDARDS

There are five (5) elements of the physical assessment. Although these elements may not be directly representative of essential job functions to be performed by an entry-level police officer, such elements do measure an officer's physiological capacity to learn and perform the essential job functions. The minimum score for entry into the Academy as set forth below represents the fortieth (40th) percentile of fitness for each of the elements of the assessment (meaning they are as fit as at least the lower 40th percentile of the population of that gender and age). If an officer does not successfully pass the four (4) initial elements **and** score to the fortieth (40th) percentile of fitness in the 1.5 mile run, then the officer shall not be deemed to have successfully completed the physical fitness assessment. Nothing shall preclude the administrator of substituting an element of the test batter, which the administrator has determined and validated to accurately assess the officer's physiological capacity to learn and perform essential job functions. The 1.5 mile run shall only be administered to officers who have successfully completed the four (4) elements of the test battery.

1. **1.5 MILE RUN** - Cardiovascular capacity and aerobic power, it requires nearly exhaustive effort. It takes place on an indoor or outdoor track or other suitable, relatively level running area, and is measured with a stopwatch.
2. **ONE (1) REPETITION MAXIMUM BENCH PRESS** - Absolute strength test involves forcing a muscle group to exert a maximum force, using Dynamic Variable

Resistance (DVR) protocol. The score indicated is a ratio of weight pressed divided by body weight. Equipment to be utilized will be a universal weight machine to record the weight of the repetition. Officer will start off with warm-up repetitions of 2 body weight and increasing the weight in five (5) or ten (10) pound increments until the officer has successfully reached the fortieth (40th) percentile.

3. **ONE (1) MINUTE OF BENT KNEE SIT-UPS** - This event tests muscular endurance of the abdominal area, and hip flexors, which is the ability to contract muscle repeatedly over a period of time. The officer lies on his/her back, knees bent, heels flat on the floor, hands behind head and with a partner holding the feet down, then does as many sit-ups in correct form as possible in one minute. In the “up” position, officers must touch their elbows to their knees, and both shoulders must touch the surface in the “down” position. The up position is the only rest position is allowed.
4. **ONE (1) MINUTE OF PUSH-UPS** - This event tests muscular endurance of the upper body (anterior deltoid, pectoralis major, triceps). The officer starting in the “up” position where the hands are placed about shoulder width apart, elbows fully extended, legs and back are kept straight, and knees off the ground at all times, and lower him/her self until their chest is approximately three (3) inches from the surface thus completing one repetition. The only rest position allowed is arching the back upward. No hands or feet shall be moved off the surface while conducting the event. Qualified trainers shall be responsible for the score of correct push-ups.
5. **SIT AND REACH TEST** - This event measures flexibility of the upper and lower trunks of the body, specifically lower back, hips, and hamstring muscle groups. The test requires a metal or wooden box, and a yardstick with a fifteen (15) inch mark at the edge or an engraved pre-measured box with the fifteen (15) inch mark on the box. The officer warms up slowly, and then he/she removes their shoes. The officer sits on the floor with legs extended, feet placed squarely against the box, and reaching forward with arms extended, hands placed on top of each other with fingers extended and joined, and reaches out slowly forward with both hands as far as possible, and hold position momentarily. The distance reached on the yardstick or on the box by the fingertips in inches in the best of three (3) trials is the flexibility score.

The above information was taken from the VTJTC Academy policy and procedures. The indications in reference to candidates has been replaced with the word officer.

The following are the forty percent (40%) and fifty percent (50%) scores based on the Vermont Police Academy entrance physical testing exam as of July 1, 2011. The following scores will be used as the achieving the minimum forty percent (40%) score and the possible fifty percent (50%) score throughout the length of this contract.

See the next page for the Physical Assessment Standards in the 50th and 40th percentiles. The standards are base on the current VCJTC standards as of the signing of this contract and are subject to change by the VCJTC during the term of this contract.

WAGE SCHEDULE POLICE UNION FOR FISCAL YEARS 2015, 2016, 2017 (JULY 1, 2014 TO JUNE 30, 2017)

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INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	3.50%	3.25%	3.00%
% COST OF LIVING	1.50%									
Fiscal Year '14-'15										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY15 HOURLY	\$14.01	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88	\$18.77	\$19.43	\$20.06	\$20.66
FY15 ANNUAL	\$29,140.80	\$30,596.99	\$32,126.84	\$33,733.18	\$35,419.84	\$37,190.84	\$39,050.38	\$40,417.14	\$41,730.70	\$42,982.62
	\$14.01									
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY15 HOURLY	\$16.06	\$16.86	\$17.71	\$18.59	\$19.52	\$20.50	\$21.52	\$22.27	\$23.00	\$23.69
FY15 ANNUAL	\$33,404.80	\$35,074.07	\$36,827.77	\$38,669.16	\$40,602.62	\$42,632.75	\$44,764.39	\$46,331.14	\$47,836.90	\$49,272.01
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY15 HOURLY	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$24.04	\$25.25	\$26.13	\$26.98	\$27.79
FY15 ANNUAL	\$39,187.20	\$41,145.42	\$43,202.69	\$45,362.83	\$47,630.97	\$50,012.51	\$52,513.14	\$54,351.10	\$56,117.51	\$57,801.04
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY15 HOURLY	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.55	\$27.48	\$28.37	\$29.22
FY15 ANNUAL	\$41,204.80	\$43,263.84	\$45,427.03	\$47,698.38	\$50,083.30	\$52,587.47	\$55,216.84	\$57,149.43	\$59,006.79	\$60,776.99

INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	3.75%	3.50%	3.25%
% COST OF LIVING	1.50%									
Fiscal Year '15-'16										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY16 HOURLY	\$14.22	\$14.93	\$15.68	\$16.46	\$17.28	\$18.15	\$19.06	\$19.77	\$20.46	\$21.13
FY16 ANNUAL	\$29,577.91	\$31,055.95	\$32,608.74	\$34,239.18	\$35,951.14	\$37,748.70	\$39,636.13	\$41,122.49	\$42,561.77	\$43,945.03
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY16 HOURLY	\$16.30	\$17.12	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.66	\$23.46	\$24.22
FY16 ANNUAL	\$33,905.87	\$35,600.18	\$37,380.19	\$39,249.20	\$41,211.66	\$43,272.24	\$45,435.85	\$47,139.70	\$48,789.59	\$50,375.25
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY13 HOURLY	\$19.12	\$20.08	\$21.08	\$22.14	\$23.24	\$24.41	\$25.63	\$26.59	\$27.52	\$28.41
FY13 ANNUAL	\$39,775.01	\$41,762.60	\$43,850.73	\$46,043.27	\$48,345.43	\$50,762.70	\$53,300.84	\$55,299.62	\$57,235.11	\$59,095.25
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY16 HOURLY	\$20.11	\$21.11	\$22.17	\$23.28	\$24.44	\$25.66	\$26.94	\$27.96	\$28.93	\$29.87
FY16 ANNUAL	\$41,822.87	\$43,912.80	\$46,108.44	\$48,413.86	\$50,834.55	\$53,376.28	\$56,045.10	\$58,146.79	\$60,181.92	\$62,137.84

WAGE SCHEDULE POLICE UNION FOR FISCAL YEARS 2015, 2016, 2017(JULY 1, 2014 TO JUNE 30, 2017)

INCREASE STEP %	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	4.00%	3.75%	3.50%
% COST OF LIVING	1.75%									
Fiscal Year '16-'17										
COMMUNITY SERVICE OFFICER										
CLASS & STEP	6-I	6-II	6-III	6-IV	6-V	6-VI	6-VII	6-VIII	6-IX	6-X
FY17 HOURLY	\$14.47	\$15.19	\$15.95	\$16.75	\$17.59	\$18.47	\$19.39	\$20.16	\$20.92	\$21.65
FY17 ANNUAL	\$30,095.53	\$31,599.43	\$33,179.40	\$34,838.37	\$36,580.29	\$38,409.30	\$40,329.76	\$41,942.96	\$43,515.82	\$45,038.87
CLERK-DISPATCHER										
CLASS & STEP	9-I	9-II	9-III	9-IV	9-V	9-VI	9-VII	9-VIII	9-IX	9-X
FY17 HOURLY	\$16.59	\$17.41	\$18.29	\$19.20	\$20.16	\$21.17	\$22.23	\$23.12	\$23.98	\$24.82
FY17 ANNUAL	\$34,499.22	\$36,223.18	\$38,034.34	\$39,936.06	\$41,932.86	\$44,029.50	\$46,230.98	\$48,080.22	\$49,883.23	\$51,629.14
PATROL OFFICER										
CLASS & STEP	14-I	14-II	14-III	14-IV	14-V	14-VI	14-VII	14-VIII	14-IX	14-X
FY17 HOURLY	\$19.46	\$20.43	\$21.45	\$22.52	\$23.65	\$24.83	\$26.07	\$27.12	\$28.13	\$29.12
FY17 ANNUAL	\$40,471.07	\$42,493.45	\$44,618.12	\$46,849.02	\$49,191.48	\$51,651.05	\$54,233.60	\$56,402.95	\$58,518.06	\$60,566.19
INVESTIGATOR/CORPORAL										
CLASS & STEP	15-I	15-II	15-III	15-IV	15-V	15-VI	15-VII	15-VIII	15-IX	15-X
FY17 HOURLY	\$20.46	\$21.48	\$22.56	\$23.68	\$24.87	\$26.11	\$27.42	\$28.51	\$29.58	\$30.62
FY17 ANNUAL	\$42,554.77	\$44,681.27	\$46,915.34	\$49,261.10	\$51,724.16	\$54,310.37	\$57,025.88	\$59,306.92	\$61,530.93	\$63,684.51

Physical Assessment Minimum Standards: 40th Percentile Requirements

<u>MALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	16.5"	0.99	38	29	12:29
<u>30-39</u>	15.5"	0.88	35	24	12:53
<u>40-49</u>	14.3"	0.80	29	18	13:50
<u>50-59</u>	13.3"	0.71	24	13	15:14
<u>FEMALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	19.3"	0.59	32	15	15:05
<u>30-39</u>	18.3"	0.53	25	11	15:56
<u>40-49</u>	17.3"	0.50	20	9	17:11
<u>50-59</u>	16.8"	0.44	14	7	19:10

Physical Assessment Minimum Standards: 50th Percentile Requirements

<u>MALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	17.5"	1.06	40	33	11:58
<u>30-39</u>	16.5"	0.93	36	27	12:25
<u>40-49</u>	15.3"	0.84	31	21	13:05

<u>50-59</u>	14.5"	0.75	26	15	14:33
<u>FEMALE</u>	<u>Flexibility</u>	<u>Bench Press</u>	<u>Sit-ups</u>	<u>Push-ups</u>	<u>1.5 Mile Run</u>
<u>20-29</u>	20.0"	0.65	35	18	14:13
<u>30-39</u>	19.0"	0.57	27	14	15:14
<u>40-49</u>	18.0"	0.52	22	11	16:13
<u>50-59</u>	17.9"	0.46	17	N/A	18:05

THIS IS THE FINAL VERSION OF THE CONTRACT

AGREEMENT

Between the City of Montpelier and the Washington County Railroad

The City of Montpelier ("City") and the Washington County Railroad Company ("Railroad") mutually agree as follows:

- 1) No herbicides shall be applied by the Railroad to the railroad tracks between Main Street and Granite Street in Montpelier for the remainder of 2015.
- 2) The Railroad will weed whack the vegetation between Main Street and Granite Street within the ballast area of the rail line and bill the City for the actual personnel and equipment costs it incurs. The maximum hourly rate for this work will be \$65 for one flagger, \$45 each for two laborers and \$12.50 each for two weed whackers. The maximum total combined hourly rate will be \$180. The work for which the City will be responsible to pay Railroad may be performed by no more than the equivalent of two workers each with weed whacking equipment and one flagger working no more than a ten-hour work day, which is the man hours initially estimated by the Railroad as necessary to complete a weed whacking of the entire area between Main Street and Granite Street. The work shall be performed no more frequently than bi-weekly and less frequently as needed and if possible. The work will be performed up to six times between the date of signature and November 1, 2015, with 60 maximum billable hours and a maximum cost to the City of \$10,800. The City shall pay Railroad within fifteen (15) days the total amount due to Railroad hereunder upon its delivery to the City of an invoice for the same at such frequency as Railroad may determine in its sole discretion. In the event the City does not pay any such invoice within thirty (30) days the City shall be liable to pay Railroad interest at the rate of 1.0% per month together with all costs of collection, including, but not limited to attorney fees.
- 3) The Railroad will assume all responsibility for scheduling the work and assuring that the work meets appropriate standards as Railroad may determine in its sole discretion. In exchange for the City paying the Railroad for said weed whacking the Railroad will assume all liability for this work and will hold the City harmless for any claim relating to this work.
- 4) The City and Railroad agree to work in good faith with the State of Vermont to establish a public process to consider the use of alternatives to traditional herbicides for weed removal along the Railroad's rail line between Granite Street and Green Mountain Drive in Montpelier. This public process shall provide for input from members of the public, and shall occur between August 1, 2015 and April 1, 2016. The parties anticipate that the State will assume responsibility for convening and leading this process. Notwithstanding any provision of this agreement to the contrary the parties acknowledge and agree that the Railroad has no duty to participate in this public process and that Railroad is doing so purely as a gesture of good faith and that Railroad makes no representation or warranty that it will undertake weed whacking or any other methods as an alternative to the application of herbicides in the future beyond 2015. The Railroad hereby specifically preserves its right to assert federal preemption of state and municipal regulation of herbicide application provided by any and all applicable federal law and that the

Railroad's agreement not to spray herbicides during 2015 shall not be construed by the parties as a waiver of said preemption.

5) The City acknowledges the additional track maintenance burden placed on the Railroad as a result of root structures remaining in the tracks when manual vegetation control methods are used. Any future discussion of alternative vegetation control shall evaluate this additional maintenance burden and whom shall bare any associated additional costs.

6) Sections 1, 2 and 3 of this agreement are effective from the date of signature until December 31, 2015. Sections 4 and 5 of this agreement are effective from the date of signature until April 1, 2016.

7) In the event that the Montpelier City Council rejects this agreement: 1) the City represents that it has authority to pay the Railroad for up to ten hours of weed whacking as provided above; 2) all other provisions of this agreement shall be null and void; and 3) Railroad may in its sole discretion spray the area covered by this agreement with the herbicide glyphosphate during 2015 without interference from the City.

Dated: _____

Mayor John Hollar
City of Montpelier



Selden Houghton
Washington County Railroad

Addendum:

The Montpelier City Council will vote on this agreement on July 22, 2015. If the Railroad has signed the agreement, the Montpelier City Manager may authorize payment for up to one work day prior to July 22, 2015.

Railroad billings will include the date of work and detail of hours for laborers, flaggers and equipment. Bills shall be sent to:

William Fraser, City Manager
39 Main Street
Montpelier, Vermont 05602

14 Loomis Street
Montpelier, Vermont 05602

23 June 2015

Montpelier City Council
39 Main Street
Montpelier, Vermont 05602

Dear Members of the City Council,

Some friends and I would like to apply for a permit to have a block party Saturday, 15 August, from 5 pm until 8 pm. This will be the twelfth annual block party for our neighborhood. It is essentially a private party for our family and neighbors; several Loomis Street families are organizing the event.

Since we plan to have a band play at the party, we would like to apply for a noise waiver. The band will start at 5 pm and play until 8 pm.

We would also be grateful if we could close the road from Park Avenue to Liberty Street from 4 pm until 8 pm. The signs might say something like "Closed to Through Traffic" so that cars could get to driveways on either side of the party. Front yards are not very big on Loomis Street, so it would be really nice to let the party spill out onto the street.

Because we were rained out in 2007, we would like to schedule a raindate of Sunday, ⁽¹⁴⁾~~25~~ August, from 3 pm to 6 pm at the same location. If this happens, we'd like to be able to close off the road at that time.

I have circulated flyers to all residences that would be affected by this road closure, letting them know of this appearance asking for permission. One of the flyers is attached.

This family-oriented party will be a great neighborhood-building experience. We very much appreciate your support!

Sincerely yours,

Sandy Vitzthum
223-1806

22 June 2015

Dear Neighbor,

We wanted to let you know ahead of the invitations...

TWELTH ANNUAL BLOCK PARTY

Saturday, 15 August, from 5 pm - 8 pm

14 Loomis Street front lawn

(raindate: Sunday 8/16, 3-6 pm, same place)

We will be appearing before the City Council July 8 to ask for permission to close Loomis Street from Park Avenue to Liberty Street for the length of the party. We'd like to continue our tradition of kids' games in the street. Local traffic will be allowed through.

Any questions? Call Sandy Vitzthum, 223-1806

City of Montpelier
Department of Public Works
Memorandum

To: Tom McArdle, Public Works Director

From: Zach Blodgett, E.I.T., Assistant Engineer *ZRB*

Date: July 22, 2015

Subject: City Council Consent Agenda
Portland Cement Concrete Sidewalk Repairs FY16 – Recommendation of Contract Award

The Department of Public Works solicited bids for the above referenced contract and bids were open on July 22, 2015 at 1:00 PM. A tabulation of the bids was prepared following the bid opening and is an attachment to this memorandum. Dubois Construction has been verified to be the low bidder. The City has performed several projects with Dubois Construction in the past and found them to be a qualified and responsible contractor.

The bids came in \$55,000 higher than the engineers estimated due to a number of factors. DPW staff would like to negotiate with the lowest responsive bidder to make changes to scale back the project so that it will be within budget. The funding for this project is from the Capital Improvements Plan with \$100,000 in available funds.

Bid Results

Dubois Construction	\$155,275
J Hutchins	Did not Bid
Hebert Excavation	Did not Bid

Consideration of the City Council to authorize the DPW to award the contract to the lowest responsive bidder, Dubois Construction of Middlesex, VT in the amount of \$155,275 and to authorize the City manager to authorize the contract documents with the understanding that a change order will be immediately issued to reduce the project by the \$55,000 amount stated above.

attachment

C: Sandy Gallup, Finance Director