



Agenda for Regular City Council Meeting

City Council Chambers, City Hall
Wednesday, June 24, 2015
6:30 P.M.

- 1) Call to Order by the Mayor
- 2) 15-164. Review and Approve Agenda
- 3) 15-165. General Business and Appearances
- 4) 15-166. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes from the June 10, 2015 City Council Meeting.
 - b) Accept the low bid submitted by Lloyd Franks, Plainfield, Vermont, for Maintenance of the Public Works Buildings at 783 Dog River Road and 949 Dog River Road, in the amount of \$12,940 per annum, with a staff directive to reduce the contract amount to \$11,690, and to authorize the City Manager to sign all contracts and other documents.
 - c) Approve and accept the low bid submitted by Tenco Industries for the purchase of a new Snow Blower in the amount of \$77,250 (includes trade-in of the old blower). The FY16 budgeted amount for this purchase is \$110,000.
 - d) Approve and accept the low bid submitted by Cody Chevrolet for the purchase of a new Pickup Truck in the amount of \$25,201. This will leave a balance of \$10,175.55 in the Reserve Fund. (See attached memorandum from Public Works Director Tom McArdle for a more detailed breakdown of the funding for this purchase.)
 - e) Award Contract for Bituminous Concrete Paving – FY 2016
 - 1) The Public Works Department solicited bids through the local newspaper and on the Vermont Bid System for the scheduled summer paving work. Bids were opened on Tuesday, June 12th, at 2:00 P.M. A total of five contractors requested the contract bid

documents, and three submitted a sealed competitive unit price bid which was received and publicly opened (Bid Tabulation attached). In addition to asphalt paving of streets, the contract bid items include pavement reclamation, cold-plane/milling, excavation, pavement markings, curbing, and other incidental items.

- 2) Award the construction contract for Bituminous Concrete Paving FY 2016, as recommended by Public Works staff, to F.W. Whitcomb Construction Corporation in the amount of \$433,114.05 as the base-bid amount; designate the City Manager or Assistant City Manager as the duly authorized agent(s) to execute the contract documents and any contract change orders, if applicable.
- f) Accept the Community Bank's bid for a Tax Anticipation Note for \$1,500,000 for FY16 (July 1, 2015 to June 30, 2016) to cover the expenses for the General Fund, School Department and Recreation Department; approve the Tax Anticipation Note Resolution and execute the loan documents. 
- 1) Bids on loan and investment interest rates were received on Wednesday, June 17, 2015. A tabulation sheet listing the results is attached.
 - 2) After considering the City's cash flow needs throughout the fiscal year, the Finance Director and the City Treasurer recommend the acceptance of Community Bank's bid for tax anticipation borrowing at the rate of 2.80%. This bid combines a loan/deposit borrowing and includes an investment account with a 3.55% interest rate.
- g) Approve request from Jesse Jacobs and Steve Hintgen for permission to close the Jacobs Lot on Saturday, August 8th, from 8:00 A.M. to 6:00 P.M. for a Vintage Trailer Event. 
- h) Approve Resolution in support of the City's and Redstone's joint application to the Vermont Agency of Commerce & Community Development's Sales Tax Reallocation Program. 
- i) Approve Montpelier Parks Commission's request that the summer music series in Hubbard Park becomes an event sponsored by the City of Montpelier.

- 1) The summer music series in Hubbard Park will be a community event featuring local musical acts and food vendors. Bands that are tentatively scheduled to perform include: Green Mountain Swing (big band swing), Big Bang Bhangra Brass Band (bhangra, blues, funk), Green Mountain Playboys (cajun, blues, zydeco), and Montpelier Chamber Orchestra (classical).
- 2) The event will be free and will be held at the “Old Shelter” in Hubbard Park from 5:00 – 7:00 P.M. on four Sunday evenings, tentatively July 26th, August 16th, August 23rd and September 13th.
- 3) Attendance is expected to be 100-300 people. The event has been approved, and is being organized by the Montpelier Parks Commission with the help of Alec Ellsworth, an employee of the Parks Department.
- 4) The City is being asked to sponsor the event to take advantage of liability insurance, food vending permits, publicity, and coordination with other City events happening throughout the summer.
- 5) Parking Considerations: All publicity will mention that walking or biking to the event is strongly encouraged as there will be limited parking available in Hubbard Park. There will be volunteers on hand to assist with parking inside the park for those who do drive.

j) Ratify Fire Union Contract for 2015-18

k) Payroll and Bills

5) 15-167. Appointment to the City’s Conservation Commission 

- a) Shawn White’s 3-year term expires this month; Shawn has chosen not to seek reappointment.
- b) Charles Hohn, who was appointed an Alternate in January, 2015, would like to be considered for the vacant seat. A former applicant, John Jose, who has been attending Conservation Commission Meetings but was not selected to serve in January, 2015, would like to fill Charlie’s seat as an Alternate.
- c) Recommendation: Appoint Charles Hohn to fill the vacant 3-year term; appoint John Jose to fill the unexpired 1-year Alternate seat until June, 2016.

- 6) 15-168. Greening America's Capitals 
- a) Carolyn Radisch of Greenman-Pedersen Inc. (formerly ORW Landscape Architects and Planners) will present the final draft of Greening America's Capitals Report.
 - b) The goal of the project is to offer innovative design solutions to address bicycle, pedestrian, and stormwater challenges in our downtown core.
 - c) A copy of the Greening America's Capitals Final Report is attached.
 - d) Recommendation: Receive presentation of final draft; discussion; possible direction to staff.
- 7) 15-169. Second Public Hearing/Reading of a proposed amendment to Chapter 11 of the City's Code of Ordinances.
- a) At their May 13th meeting, Councilor Guerlain moved that the City take steps necessary to designate parks as smoke-free zones as was recommended; the motion was seconded and carried.
 - b) City Attorney Paul Giuliani drafted the following wording:

CHAPTER 11
POLICE REGULATIONS AND OFFENSES
ARTICLE XI. SMOKING WITHIN CITY PARKS

Sec. 11-1100. SMOKING PROHIBITED.

No person shall hold or possess any lighted cigar, cigarette, pipe or device containing tobacco or a tobacco product or any other substance capable of being inhaled within or upon any park, field or recreational area owned by the City which is conspicuously posted with signage prohibiting smoking.

Sec. 11-1101. DESIGNATION.

This ordinance is designated a civil ordinance.

- c) Council conducted the First Public Hearing at their June 10th meeting.
- d) Recommendation: Conduct the Second Public Hearing/Reading; approve proposed amendment, with or without further changes.

- 8) 15-170. Adopt the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee. The annual Fixed Charge for water users will increase to \$170 (a \$12 increase). The annual Fixed Charge for sewer users will increase to \$170 (a \$6 increase). Sewer usage rates will increase to \$8.89 per 1000 gallons (a \$0.17 per gallon increase). 
- 9) 15-171. Award a contract for creating the City's Stormwater Master Plan 
- a) One of the City Council's Goals for 2015-16 is to "Address long-term utility and environmental infrastructure needs."
 - b) One of the projects, or steps, is to "Develop a Stormwater Management Plan to meet minimum requirements for the MS4."
 - c) In response to the City of Montpelier's Stormwater Master Plan RFP, three (3) submittals were received from: Horizons Engineering, Stone Environmental, and Watershed Consulting Associates, LLC – all Vermont-based companies. They were reviewed and ranked by a City of Montpelier Selection Committee, consisting of three staff and a member of the Conservation Commission.
 - d) Stone Environmental has been identified as the preferred vendor, their proposal having been deemed the most complete and responsive of the three submittals received. This is a \$40,000 contract; no local grant match; and the project will be completed by October, 2016.
 - e) Recommendation: Acceptance of this proposal is felt to be in the best interest of the City. Staff is requesting that the City Council authorize the City Manager to sign a contract with Stone Environmental to create a Stormwater Master Plan for Montpelier. A date to kick off the project will be decided upon, cooperatively, with the chosen vendor once the contract is awarded.
- 10) 15-172. Discussion with Stephen Norton and Elizabeth Grant regarding the assessment of properties in Montpelier
- a) Through City Councilor Tom Golonka, Mr. Norton asked for time on this evening's agenda to speak to the Council about some concerns he has for this process.
 - b) Recommendation: Receive Mr. Norton's concerns; discussion.

- 11) 15-173. Other Business
- 12) 15-174. Council Reports
- 13) 15-175. Mayor's Report
- 14) 15-176. City Clerk's Report
- 15) 15-177. City Manager's Report

a) Mowatt Real Estate Update

- 1) It is anticipated that the entire substance of this update/discussion will be conducted in Executive Session in accordance with Title I, V.S.A., §313, Executive Sessions, (a) (2) *"The negotiating or securing of real estate purchase options."*

b) Update on Hallsmith Case

- 1) It is anticipated that the entire substance of this update/discussion will be conducted in Executive Session in accordance with Title I, V.S.A., §313, Executive Sessions, (a) (1) *"Contracts, labor relations agreements with employees, arbitration, mediation, grievances, civil actions, or prosecutions by the state, where premature general public knowledge would clearly place the state, municipality or other public body, or person involved at a substantial disadvantage."*

- 16) Adjournment



**Addendum to Agenda
for
Regular City Council Meeting**

June 24, 2015

15-166(l). Approve a construction cost proposal for the guardrail replacement along National Life Drive 

- a) The guardrail that runs along the northern side of National Life Drive needs to be replaced prior to the FY16 paving contract work.
- b) The majority of the existing guardrail is the original guardrail that was installed in 1960 when National Life Drive was built. The last time guardrail work occurred on National Life Drive was in 1996 when the street was reclaimed and select sections were replaced to achieve proper height requirements. The guardrail has since served more than its life expectancy and is brittle due to its old age. As part of the National Life Drive paving, the guardrail needs to be updated in order to provide a reasonable amount of safety for vehicles traveling in the downhill direction.
- c) The Assistant Engineer consulted with two contractors who specialize in guardrail replacement. Two cost proposals were received and Vermont Recreational Surfacing and Fencing, Inc. submitted the low bid: Vermont Recreational Surfacing and Fencing Inc. = \$12,735; Lafayette Highway Specialties = \$13,125.
- d) Unfortunately, due to complexities involved in compiling the scope of work to obtain competitive cost proposals, City staff was unable to meet the City Council agenda preparation deadline. There is some urgency to this contracting matter as staff attempts to secure the materials necessary to undertake the work in a timely manner. Further, as a companion project to the resurfacing of National Life Drive, it is imperative that the guard rail be completed in advance of the resurfacing and not result in an undue delay to the paving contractor. Although the paving schedule remains uncertain at this time, we are attempting to ensure that the work schedules will not present any conflicts.
- d) Recommendation: Approve a construction cost proposal as submitted by Vermont Recreational Surfacing and Fencing Inc. for the replacement of guardrail along National Life Drive; designate the City Manager/Assistant City Manager as the duly authorized agent to execute the contract documents and any contract change orders, if applicable.

Minutes of the Montpelier City Council Meeting
June 10, 2015
City Council Chambers

In attendance: Mayor John Hollar (Chair), Councilors Justin Turcotte, Dona Bate, Jean Olson, Tom Golonka 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.

The meeting was called to order by the Mayor at 6:30 PM.

- 15-149. Incoming Councilor Jean Olson was sworn into office by the City Clerk
- 15-150. Hearing no objection, the Chair declared the proposed agenda approved by unanimous consent.
- 15-152. Councilor Bate asked that item c (approval of a resolution to commit fund balance funds) from the consent agenda be tabled for discussion. Councilor Golonka moved that the Consent Agenda without item c be approved, and was seconded by Councilor Bate. Motion carried on a 4-0 vote (Councilors Golonka, Turcotte, Olson, Bate voting aye).
- 15-153. Councilor Golonka formally introduced Francis (Paco) Aumand to the Montpelier City Council as the Central Vermont Public Safety Authority's first Executive Director. A brief interaction with Councilors followed.
- Councilor Golonka moved the Council authorize the City Manager and staff to work with Mr. Aumand as the City's representative and to assist in the collection of needed information as the CVPSA embarks on this important endeavor. Councilor Turcotte seconded, and the motion carried unanimously.
- 15-154. The Council heard presentations from two groups of Montpelier High School students on city policy proposals that emerged from class projects ("Project Citizen"). The first was an analysis and a recommendation around skateboarding within the city, and the second related to limiting and/or recycling plastic bags from local businesses.
- The Councilors engaged in discussion with both groups, and recommended they continue developing their proposals. The Mayor indicated he would look closely at the specific recommendation regarding skateboarding.
- 15-155. Police Chief Tony Facos came forward to introduce a requested parking rate increase for short-term parking on Stone Cutters Way (for consistency with hourly rates in those areas). Discussion followed. Kevin Casey of the Planning & Development office also added an update on smart meters.
- Councilor Golonka moved the Council approve the increase as proposed (\$.50 per hour). Councilor Bate seconded. The motion passed unanimously at 7:28.
- 15-156. Mr. Casey addressed the Council in regards to the proposed Montpelier Transportation

Advisory Committee (MTAC), discussing the structure agreed upon by the related city committees and departments. There was significant discussion, and the Council made several recommendations regarding the clarity of the proposed committee's authority and membership.

Councilor Edgerly Walsh moved the Council approve the creation of the committee with a direction to staff to return with further edits to the workplan (based on the Council's feedback). Councilor Turcotte seconded. The motion carried unanimously at 7:46.

- 15-157. At 7:48PM, the Mayor opened the First Public Hearing/Reading of a proposed amendment to Chapter 11 of the City's Code of Ordinances that would designate parks as smoke free zones.

Linda Quinlan, Laura Gamble, Dan Gates rose to testify in opposition.

Ron Rippon, Ginny Burley and Sasha Bianchi rose in support.

The Mayor declared the public hearing closed at 8:00PM. Further discussion followed.

Councilor Turcotte move to indefinitely postpone consideration of this and any amendments to the code of ordinances regarding smoking bans indefinitely. Councilor Golonka seconded. After a brief discussion, the motion failed on a 4-1 vote (Councilor Turcotte voting aye, Councilors Golonka, Edgerly Walsh, Bate and Olson voting nay).

Councilor Edgerly Walsh moved the Council set the Second Public Hearing/Reading for June 24, 2015, and was seconded by Councilor Bate. At 8:14, the motion passed on a 4-1 vote (Councilor Golonka opposed, all others present in favor).

- 15-158. The Chair opened the discussion on the consideration of a proposed process for a downtown smoking ban. After some discussion, Councilor Edgerly Walsh moved that the discussion be postponed until March when the Council will reconsider its annual goals. Councilor Bate seconded.

Ms. Burley and Mr. Rippon rose in favor of the idea of a downtown smoking ban. Ann Charles rose in opposition.

The motion carried unanimously at 8:26.

- 15-159. The Chair recalled item c from consent agenda. Finance Director Sandra Gallup came forward to answer Council questions about the proposed fund balance commitment resolution. After some discussion, Councilor Bate move approval of item c from the consent agenda, and was seconded by Councilor Turcotte. The motion carried unanimously at 8:33.

- 15-160. Councilor Olson shared that she was honored by her appointment to the Council.

Councilor Turcotte welcomed Councilor Olson to the Council. He also thanked Ms. Gallup and the Investment Committee for their work, before encouraging members of

the public to provide feedback on the city's zoning proposals.

Councilor Edgerly Walsh commended police officers on Car Share parking enforcement and flexibility to avoid towing.

- 15-162. The City Clerk noted that the coming Monday was the utility bills due date as well as a Board of Abatement meeting.
- 15-163. The City Manager reported on the Senior Executives Institute at the University of Virginia before leading a brief discussion among Councilors on the summer meeting schedule.

Councilor Edgerly Walsh moved that the Council enter into executive discussion to discuss the Fire Union contract in accordance with Title I, VSA§313, Executive Sessions, (a) (1) "Contracts, labor relations agreements with employees, arbitration, mediation, grievances, civil actions, or prosecutions by the state, where premature general public knowledge would clearly place the state, municipality or other public body, or person involved at a substantial disadvantage." Councilor Turcotte seconded the motion, which carried unanimously at 8:42.

Hearing no objection, the Mayor declared the meeting returned to open session by unanimous consent at 9:00PM. Immediately thereafter, the Mayor, hearing no objection, declared the meeting adjourned by unanimous consent.



America's Small Town Capital

Mayor John Hollar

William Fraser
City Manager

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

Jessie Baker
Assistant City Manager

June 1, 2015

The Times-Argus

Please insert the following with City of Montpelier notices on Thursday, June 4th, 2015. Thank you!

CITY OF MONTPELIER
Conservation Commission Vacancy

The City of Montpelier is seeking citizens interested in filling an expired 3-year term. Letters of interest and/or resumes should be submitted to the Office of the City Manager, City Hall - 39 Main Street, Montpelier (or by e-mailing spitonyak@montpelier-vt.org) by Thursday, June 18th, 2015. The City Council will make this appointment at their June 24th meeting; applicants are encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws. Questions should be directed to Commission Chair Roy Schiff: 223-7214.

William J. Fraser
City Manager

Sandy Pitonyak

From: Charlie Hohn [naturalist.charlie@gmail.com]
Sent: Wednesday, June 17, 2015 1:14 PM
To: roy.schiff@aya.yale.edu
Cc: John Jose; Sandy Pitonyak
Subject: Re: Vacancy on Conservation Commission

Sounds good to me!

On Wednesday, June 17, 2015, Roy Schiff <roy.schiff@aya.yale.edu> wrote:

John, I hope you will be considered and formally join the group. it has been great having you participate.

I suggest that Charlie be considered for the vacant seat and John for the alternate seat. john can be considered for the next vacant seat that comes available. in practice, these positions are identical on our commission.

thank you both for participating.

roy

On Wed, Jun 17, 2015 at 11:01 AM, John Jose <jjose@ptd.net> wrote:

Sandy Pitonyak

From: John Jose [jjose@ptd.net]
Sent: Thursday, January 08, 2015 10:31 PM
To: Sandy Pitonyak
Subject: Conservation Commission Vacancies

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Pitonyak:

In response to the City of Montpelier's posting on FPF in December, seeking citizens interested in filling vacancies on the Conservation Commission, I am writing to express my interest in filling one of these vacancies. I contacted Roy Schiff a couple of weeks ago, and last night I attended the Conservation Commission's monthly mtg.

After the meeting, Roy asked me to contact you to inquire about having the opportunity to appear before the City Council at their Jan. 14th mtg to introduce myself and to express my interest in being on the Conservation Commission. Please let me know if this is possible. Also let me know if you need any additional information from me. Thank you.

Sincerely,

John Jose
Montpelier, VT
Otter Creek Environmental Education Services
www.ottercreekenved.com
Phone: 570-445-0173
Email: jjose@ptd.net

Sandy Pitonyak

From: John Jose [jjose@ptd.net]
Sent: Wednesday, June 17, 2015 11:01 AM
To: 'Charlie Hohn'; Sandy Pitonyak
Cc: royschiff12@gmail.com
Subject: RE: Vacancy on Conservation Commission

Hi Sandy,

I appreciate you reaching out and I apologize for the delay. The delay in my response is due to my concern that I would be turned down again for a seat on the Commission. It may sound silly and probably it is, but even though it is a volunteer position, it just wouldn't feel great to go through not being offered a seat again.

That being said, feel free to either put me on the list of interested people for either the alternate position or the vacant seat. I would be fine with either. Thank you.

Sincerely,
John

JOHN A. JOSE

9 Cummings Street, Montpelier, VT 05602 • T: 570-445-0173 • jjose@ptd.net
Otter Creek Environmental Education Services: www.ottercreekenved.com

QUALIFICATIONS SUMMARY

Highly motivated, articulate, and innovative environmental educator and public school worker with a strong, diversified natural resource conservation background, including fifteen years' experience in successful program development, delivery, and administration.

PROFILE

Excellent communication skills and ability to effectively articulate complex environmental issues

Self-starter in the origination and implementation of innovative educational projects and curricula

Ability to function independently and cooperatively to produce results as part of a team

Diverse classroom and field experience in the delivery of environmental education

Multifaceted background and expertise in natural history/ecology

Innate pedagogical abilities and a passion for teaching

EXPERTISE AND ACCOMPLISHMENTS

NON-FORMAL AND FORMAL EDUCATION

- Developed curricula and provided inquiry-based, experiential field and classroom programs on diverse topics in terrestrial and aquatic ecology, historical interpretation, and organic gardening.
- Conducted "Schoolyard Habitat Evaluations" and established on-campus environmental education programs for K-2 grades, including woodland ecology, bluebird nest box, and gardening projects.
- Served as a substitute teacher and a paraeducator in formal school settings providing behavioral and academic support in 1:1 and small group formats, and in classrooms.

COMMUNICATION SKILLS

- Provided cogent technical assistance - via electronic, spoken, and written communication - on varied natural resource conservation issues.
- Authored informative articles on diverse topics, including citizen involvement, cohabitating with wildlife, and water resource protection.
- Primary author and Project Coordinator for Pike County, PA, residents guide to water resource conservation: http://www.pikeconservation.org/res_guide.htm.
- Designed and maintained Otter Creek Environmental Education Services website using Weebly template.

PLANNING

- Contributed to annual and long-range strategic planning and evaluations of county-level conservation district, including marketing and education programming plans.

EXPERTISE AND ACCOMPLISHMENTS (Cont'd.)

COLLABORATION

- Worked cooperatively with clients, including school personnel, non-formal educators, cooperating organizations, camp staff, and co-workers to develop curricula and programs tailored to target audiences.
- Convened award-winning Conservation Partnership - a coalition of twenty conservation organizations – greatly enhancing environmental initiatives in the Upper Delaware River region.

FISCAL

- Conceptualized projects, authored/co-authored grant applications, identified funding sources and assisted with administration of \$400,000 in successfully obtained grants.
- Detailed projected financial needs and maintained budget for Otter Creek Environmental Education Services, as well as primary school and residential day camp environmental programs.

COORDINATION AND SUPERVISION

- Supported citizen-based, volunteer watershed groups, providing guidance in overall water resource conservation efforts.
- At county-level conservation district, trained and supervised interns, volunteers, and co-workers in implementing stream-based, water quality monitoring program.

PROJECT ORIGINATION AND IMPLEMENTATION

- Originated and directed, in cooperation with U.S. Geological Survey, grant-funded, county-wide groundwater resource assessment project, establishing baseline data for water quality and an observation well network.
- Conceived of and implemented innovative, grant-funded, groundwater protection outreach project, which resulted in enactment of municipal-level, water well construction ordinance.

BIOLOGICAL FIELD WORK

- Coordinated and implemented county-wide, stream-based, water quality monitoring program, monitoring chemical and physical parameters and benthic macroinvertebrate and fish populations.
- Served as field technician on avifauna projects, including bald eagle and osprey reintroduction and research projects, raptor migration counts, VT and PA breeding bird atlases and VT common loon monitoring project.
- Conducted volunteer herpetological field work, including documentation of vernal pools and reptile and amphibians for state-level survey initiatives.

RECOGNITION

- “Conservation Education Excellence Award” for the Upper Delaware River region from the Delaware Highlands Conservancy.
- “Working Together for Wildlife Certificate of Recognition” from the Pennsylvania Game Commission for collaborative bluebird nest box project.

EMPLOYMENT AND VOLUNTEER HISTORY

2012 – PRESENT

Orange North Supervisory Union, Williamstown, VT – Middle School Paraeducator

Otter Creek Environmental Education Services, Montpelier, VT – Proprietor

Vermont Amphibian and Reptile Atlas, 642 Smead Road, Salisbury, VT – Volunteer Atlasser

Pennsylvania Amphibian and Reptile Survey, P.O. Box 620, Oly, PA – Volunteer Surveyor

2008-2011

Otter Creek Environmental Education Services, Beach Lake, PA – Proprietor

The Eagle Institute, Barryville, NY – Field Technician – bald eagle habitat assessment project

Delaware Highlands Conservancy, Hawley, PA – Conservation Easement Database Compiler

NHS - Northwestern Human Services, Honesdale, PA – Therapeutic Support Staff

Wayne Highlands School District, Honesdale, PA – Substitute teacher

1999-2007

Pike County Conservation District, Hawley, PA - Education Coordinator (2000-2004) and Watershed Specialist (2005-2007)

Waterloo Historical Village, Stanhope, NJ – Historical Interpreter

1993-1998

Hunger Mountain Cooperative, Montpelier, VT – Supervisor, Cashier and Clerk

Vermont Common Loon Monitoring Program, Woodstock, VT – Volunteer Field Assistant

1988-1992

Cypress Grove Chevre, McKinleyville, CA – Cheesemaker, Supervisor and Trainer

Redwood Region Audubon Society, Arcata, CA – Environmental Interpreter

1985-1987

PA Game Commission, Harrisburg, PA - Field Technician - river otter reintroduction project

N.C. Wildlife Resources Commission, Raleigh, NC - Hack Site Attendant – bald eagle reintroduction project

EDUCATION

East Stroudsburg University • B.S. Biology/B.S. Environmental Studies • 1986 • cum laude

Sandy Pitonyak

From: Shawn White [shawnw1022@gmail.com]
Sent: Tuesday, June 09, 2015 12:42 PM
To: Sandy Pitonyak
Subject: Re: Conservation Commission

Hi Sandy,

Sorry I didn't get back to you sooner about this. I've been thinking it over - it's been a hard decision to make. I've decided, however, to not seek reappointment to the Conservation Commission at this time. I've been dealing with several family-related issues that need my attention right now. I haven't told Roy or the other Conservation Commission Members about my decision yet. I'll write something up and send it to Roy later today.

Thanks,
Shawn

On Tue, Jun 9, 2015 at 12:02 PM, Sandy Pitonyak <SPitonyak@montpelier-vt.org> wrote:

Are you interested in serving another term, Shawn?

Sandy Pitonyak

Administrative Assistant to the City Manager

City Hall - 39 Main Street

Montpelier, VT 05602

Telephone: [\(802\) 223-9502](tel:(802)223-9502)

FAX: [\(802\) 223-9519](tel:(802)223-9519)

spitonyak@montpelier-vt.org

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Charlie Hohn
282 Main Street
Montpelier, VT 05602
naturalist.charlie@gmail.com
(310) 977-6556

Qualifications and Abilities

- ✦ Experience using Trimble and Garmin GPS units and Apple Iphone apps for collecting field data and navigating unknown terrain.
- ✦ Strong skills in written and oral communication.
- ✦ Experience with ArcGIS 10, MS Word, MS Excel, Google Earth, and PowerPoint.
- ✦ Curator for iNaturalist.org and Vermont Atlas of Life citizen science and outreach projects.
- ✦ Strong and continued interest in Vermont's waterways and forests.

Education

Master of Science, Botany - Field Naturalist Program, University of Vermont, 2011.

Bachelor of Science, Environmental Horticulture and Urban Forestry - Plant Diversity and Habitat Restoration Emphasis, University of California, Davis, 2001.

Professional Experience

Natural Community Information Manager, Vermont Fish and Wildlife Department, Montpelier, Vermont, 2012-present.

- ✦ Delineating, classifying, and assessing condition of a wide range of natural communities throughout Vermont using field reconnaissance, aerial photo interpretation, and data collected by multiple ecologists.
- ✦ Mapping includes exemplary natural communities in all regions of Vermont.
- ✦ Conducting extensive mapping using ArcGIS 10 and entering spatial and descriptive natural community data into NatureServe BIOTICS database.

Teaching Assistant, University of Vermont, Burlington, Vermont, 2009 – 2011.

- ✦ Prepared and presented undergraduate curriculum in field and laboratory settings; graded assignments.
- ✦ Subjects addressed included natural resources, botany, and general biology.

Botanist/Restoration Coordinator, Santa Monica Mountains National Recreation Area, Thousand Oaks, California, 2002 – 2005; 2009.

- ✦ Performed field surveys, aerial photo interpretation, classification, data entry, and data analysis for region-wide map of natural communities.
- ✦ Implemented habitat restoration, native plant propagation, and invasive plant removal projects.
- ✦ Supervised and trained interns and staff, and provided information on ecology and recreation to the general public.

Senior Botanist/Restoration Ecologist, Wildscape Restoration, Inc., Ventura, California, 2007 – 2009.

- ▲ Coordinated, implemented, and monitored habitat restoration, invasive plant removal, and native plant landscaping projects in riparian, rangeland, agricultural, and urban areas.
- ▲ Wrote and interpreted technical plans.
- ▲ Carried out detailed mapping of natural communities and invasive plant infestations.
- ▲ Prepared and delivered presentations for policymakers and the general public.

District Botanist, Angeles National Forest, Arcadia, California, 2005 - 2006.

- ▲ Prepared Biological Evaluations and Biological Assessments (BEBA) for National Environmental Policy Act (NEPA) documents.
- ▲ Conducted comprehensive vegetation surveys and special status plant surveys.
- ▲ Acted as a biological monitor to ensure resource protection during various projects.

Publications and Presentations

Hohn, Charles and McEachern, Bryarly. **VINS Forest Stewardship Plan.** Fall 2011.
Forest management plan written for the Vermont Institute of Natural Sciences.

Hohn, Charles. **Hearing the Birdsong for the Tweets: Do Smartphones have a Place in Conservation?** Summer 2011.
Description of potential applications of smartphone technology in conservation.

Hohn, Charles. **Junction Hollow Watershed Outreach Plan.** Spring 2011.
Outreach plan addressing water quality issues in an urban watershed in Pittsburgh, PA.

The Lost Channels of Squirrel Hill – or, Hearing the Birdsong for the Tweets.
Spring 2011. Seminar describing graduate work.

Bettigole, C, et al. **Raven Ridge – A Place Based Landscape Analysis.** Spring 2010.
Landscape analysis of Raven Ridge near Monkton, VT., written for The Nature Conservancy and the Vermont Land Trust as part of service learning project.

Native Grasses and Wildflowers in Landscaping, and **Native Plants in Landscaping.** Santa Monica Mountains National Recreation Area, fall 2007 and 2008.
Presentation given to the general public.

Tools for Invasive Plant Identification, and **Biology and Identification of Invasive Plants,** California Invasive Plant Council, Spring 2008.
Training offered to land managers.

Harrison, S., **C. Hohn,** and S. Ratay. 2002. **Distribution of exotic plants along roads in a peninsular nature reserve.** Biological Invasions 4: 425-430.

CITY OF MONTPELIER, Vermont
Department of Public Works

Add ALT #2 Main Street

Bituminous Concrete Paving, Municipal Streets, FY2016
Bid Opening Tuesday, June 12, 2015 2:00 PM

Item	Description	Est Quantity	Unit	S.T. Paving		ECI		Whitcomb	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
210.100	Cold Planing, Bituminous Pavement	2,100	SY	\$ 8.00	\$ 16,800.00	\$ 10.00	\$ 21,000.00	\$ 3.00	\$ 6,300.00
404.650	Emulsified Asphalt	23	CWT	\$ 2.00	\$ 46.00	\$ 1.00	\$ 23.00	\$ 40.00	\$ 920.00
406.250	Bituminous Concrete Pavement (Types II, III & IV)	250	TON	\$ 107.00	\$ 26,750.00	\$ 90.00	\$ 22,500.00	\$ 84.00	\$ 21,000.00
406.25H	Bituminous Concrete Pavement (Handwork)	5	TON	\$ 200.00	\$ 1,000.00	\$250.00	\$ 1,250.00	\$300.00	\$ 1,500.00
TOTAL BID AMOUNT				-	\$ 44,596.00	-	\$ 44,773.00	-	\$ 29,720.00
Corrected Base Bid									

RFP Review: Stormwater Master Plan Review Sheet

May 2015

Scoring Proposals:

Please review & score each Proposal in each category. Ratings will be shared among the review committee. Please be prepared to share thoughts on strengths & weaknesses as you perceive them.

You may choose to assign all, some or none of the points in each category below.

The listed order of Proposers does not indicate any preference. They are in alpha order.

A copy of the RFP is being provided as reference in determining scoring items 1., 2. and 3.

Items 3. and 4. present an opportunity to weigh credentials and the content of each proposal against the other submittals.

Item 5. is intended to incentivize inclusion of suggested opportunities for incorporating innovative "Green" efforts into the proposal. Please take care to read Item #7. in the RFP that lists "low hanging fruit" efforts, demonstration projects, partners for water resource management activities, innovative ordinances, and policies and regulations that specifically ask for or create opportunities for respondents to identify various types of non-traditional responses. While these are not the only opportunities, they were intentionally worded in a manner that could encourage innovation within a Proposal. Score up to the full amount of ten (10) points based on the level of innovation found throughout the Proposal.

Consultant	Review Categories					Total	Notes
	1. Proposer's understanding of the work to be performed and proposed approach to the project 30 points	2. Completeness, clarity, creativity & thoughtfulness of proposal 25 Points	3. Qualifications & Experience of Proposed Project Team 25 points	4. Knowledge of Proposed Area 10 points	5. Supplemental Items 10 points		
Horizons Engineering						100	
A	10	5	10	0	3	28	
B	12	15	15	6	2	50	
C	11	9	17	5	3	45	
D	20	17	15	5	6	63	
						46.5	<i>Average of Scores</i>
Stone Environmental							
A	28	25	22	10	9	94	
B	30	25	25	10	2	92	
C	27	22	25	10	4	88	
D	26	23	23	9	6	87	
						90.25	<i>Average of Scores</i>
Watershed Consulting							
A	26	25	25	6	8	90	
B	30	20	20	10	10	90	
C	27	23	20	6	7	83	
D	25	21	20	7	6	79	
						85.5	<i>Average of Scores</i>



America's Small Town Capital

Department of Public Works

Consent Agenda: June 24th City Council Meeting

Consideration of awarding the contract for Bituminous Concrete Paving - FY2016: The Public Works Department solicited Invitations for Bids through the local newspaper and on the Vermont Bid System for the scheduled summer paving work. Bids were opened on Tuesday, June 12th, 2015 @ 2:00 pm. A total of five Contractors requested the contract bid documents and three submitted a sealed competitive unit price bid which was received and publicly opened (Bid Tabulation attached). In addition to asphalt paving of streets, the contract bid items include pavement reclamation, cold-plane / milling, excavation, pavement markings, curbing, and other incidental items.

We also included two separate "add alternatives" for the paving of a portion of Towne Hill Road and a small section of Main St by the roundabout.

The lowest responsive bid was submitted by F.W. Whitcomb Construction Corporation in the amount of \$433,114.05 as the base bid.

<u>Base Bid</u>	Add Alt #1	Add Alt #2
F.W. Whitcomb = \$433,114.05	\$35,960.00	\$29,720.00
S.T. Paving = \$471,511.80	\$34,230.00	\$44,596.00
ECI = \$476,187.00	\$39,000.00	\$44,573.00

F.W. Whitcomb has completed our annual paving contract in prior years, most recently in 2011. A pre-award meeting was held to address the contracting concerns prior to submitting this recommendation. A bid evaluation was conducted comparing the Bid prices with our estimate of probable costs. This review revealed that the F.W. Whitcomb's bid was below cost expectations for the various unit prices. The Bid was not weighted, no irregularities were discovered and / or undue advantages revealed. Therefore, DPW staff has concluded that the low bid is in compliance with the contract instructions, requirements and in the City's best interest.

The streets scheduled for various surface improvements through this contract will be:
Grandview Terrace, National Life Drive, Prospect St, and Spring Hollow Lane.

Funding for the contract & for DPW supporting work (materials & equip.) is available from the Capital Improvement Plan (CIP), Resurfacing, Rehabilitation & Reconstruction

Budget in the amount of \$554,759.00. The expenses for the “add alternative” options would also be drawn for the CIP Budget.

Recommendation: Award of the construction contract for Bituminous Concrete Paving FY2016 as recommended by Public Works staff to F.W. Whitcomb Construction Corporation in the amount of \$433,114.05 as the base-bid amount and designation of the City Manager or Assistant City Manager as the duly authorized agent to execute the contract documents and any contract change orders if applicable.

**CITY OF MONTPELIER
DEPARTMENT OF PUBLIC WORKS**

M E M O R A N D U M

TO: William J. Fraser, City Manager

FROM: Thomas J. McArdle, Director 

DATE: June 12, 2015

SUBJECT: Maintenance of Public Works Buildings
783 Dog River Road & 949 Dog River Road
FY 2016 Contract Award

On June 9, 2015, we opened the bids received for cleaning services at the Public Works Buildings at 783 Dog River Road (Garage and Office Facility) and 949 Dog River Road (Wastewater Treatment Plant). Two bids were received. The low bid was submitted by our current vendor, Lloyd Franks. His bid price of \$12,940.00, based on estimated services required during the year, is greater than the \$10,000 budgeted for FY2016 (\$7,500 from the General Fund, \$2,500 from the Sewer Fund). To address a portion of the bid vs. budget difference, we will adjust the scope of work through negotiation. Mr. Franks has indicated his acceptance of adjustments in the amount of \$1,250.00.

We propose allocating \$1,268 from General Fund Miscellaneous Revenue (102616.00.00.4), and \$422 from WWTP Operating Supplies (125470.21.00.5) to cover the cost of this contracted service.

We therefore recommend that on the next available Consent Agenda, authorization be sought to award the FY2016 DPW Buildings Maintenance Contract to Lloyd Franks, suggested wording as follows:

*To accept the low bid submitted by Lloyd Franks, Plainfield, Vermont, for Maintenance of the Public Works Buildings at 783 Dog River Road and 949 Dog River Road, in the amount of **\$12,940 per annum**, with a staff directive to reduce the contract amount to \$11,690, and to authorize the City Manager to sign all contracts and other documents.*

A copy of the bid tabulation is attached. All bids submitted for this contract may be reviewed in the Public Works Office.

c: Eric Ladd, Equipment & Building Supervisor
Bob Fischer, Chief Operator, WWTP

[illegible]

City of Montpelier
Department of Public Works
Memorandum

To: William Fraser, City Manager

From: Thomas McArdle, Director 

Date: June 15, 2015

**Subject: DPW Fleet: Equipment Purchases (snow blower & pick-up truck)
City Council Authorization Requested**

This is to inform you that on June 2nd, sealed & competitive bids were received & opened for the replacement of a bucket loader mounted, two stage snow blower (#20). We also opened competitive bids on April 14th for the purchase of a pick-up truck which is used by the superintendent & street division foreman (#23). With this memorandum, I am presenting my recommendation for the issuance of purchase orders for this equipment and to request that authorization from the City Council be included on the agenda for their next regularly scheduled meeting.

For the replacement of the 16 year old snow blower (avg life approx. 15 yrs), two bids were received (tabulation attached). We recommend accepting the low bid submitted by Tenco Industries in the amount of \$77,250 which includes the trade of the old blower. The FY16 budget amount for this purchase is \$110,000 (309400.83.01).

In regards to the pick-up truck, the recommendation for this purchase was postponed due to uncertainty of the availability of sufficient funds. You may recall this uncertainty was related to the unplanned need to replace a sidewalk plow and our recommendation to move forward with the purchase of the sidewalk / trench paver. In addition to actual plow equipment costs at less than anticipated through negotiations coupled with retention of the shop truck for a longer period of time than originally projected and with the favorable bid received for the snow blower, a balance of \$35,376.55 remains in the FY16 budget with all other purchases now secured. Therefore, it will not be necessary to develop a short term borrowing plan from other accounts as had been considered.

Given this, there are sufficient funds available to move forward with the purchase of Truck #23 and I now recommend that we obtain authorization to accept the low bid submitted by Cody Chevrolet for the amount of \$25,201 (see attached bid tabulation). This will leave a balance of \$10,175.55 in the reserve fund which we had originally intended for the eventual replacement in FY21 of the Vactor Jet-Rodder. Furthermore, the reserve fund will have additional funds made available for the Vactor replacement in FY17 because of the early purchase of the paver utilizing unplanned revenue. These funds will help to replenish the reserve for the Vactor replacement that had been depleted to augment equipment purchases when costs were greater than the budgeted amount. The attached budget summary further illustrates these budget and reserve fund adjustments.

If you or the City Council have any questions, please feel free to contact me.

Attachments – bid tabulations (2) & budget summary

C: Sandra Gallup, Finance Director
Eric Ladd, Equipment Supervisor
Brian Tuttle, Superintendent

#20

CITY OF MONTPELIER, Vermont
Department of Public Works

10:03 AM
SL

#20 Two Stage Snowblower Attachment
Purchase #309400.83.01 (FY2016)

Date of Opening: June 2, 2015 @10:00 am.

		HP FIREFIELD	TENCO IND	
Item	Description	Total Price	Total Price	Total Price
1	NEW Two Statge 225hp Snowblower Attachment	120,780.00	100,250.00	
2	Allowance for 1998 Tenco LM172:	10,000.00	23,000.00	
3	Net Cost of Snowblower (Bid Price):	110,780.00	77,250.00	
3	Price with NO Trade:	120,780.00	90,250.00	
	Optional Extended Warranty:			
			2,100.00	
			3800.00	
	TOTAL BID PRICE			

CITY OF MONTPELIER, Vermont
Department of Public Works

LATEST MODEL Half-Ton 2WD Longbed Pickup 4x4
Purchase #116200.83/125481.83 FY 2016

Date of Opening: April 14, 2015, 10:30 am.

10:30 AM
 10:30 PM

Item	Description	Formula Price	GATEWAY PRICE	Cody Chevrolet	option body Chevrolet U-6	Total Price	Total Price
1	New half-ton 4WD Longbed Pickup	26822.00	35019.00	35710.00	34015.00		
2	Less Trade 2008 K2500 4WD Longbed pickup w/plow	14300.00	14500.00	16000.00	16000.00		
3	Less Municipal Discounts	0	7400.00	9909	9246.00		
	TOTAL BID PRICE w/TRADE	14952.00	13119.00	9201.00	8269.00		
	TOTAL BID PRICE w/NO TRADE	29252.00	25819.00	25201.00	24269.00		
4	OPTION 4.: Extended Warranty 60 mos./60,000 miles	2430	915.00	1270.00	1270.00		
5	OPTION 5: New Extended cab half-ton 4WD shortbed pickup	29204.00	36281.00	38765.00	37670.00		
6	Less Trade 2008 K2500 4WD Longbed pickup w/plow	14300.00	14500.00	16000.00	16000.00		
7	Less Municipal Discounts	0	7400.00	10898.00	11234.00		
	TOTAL BID PRICE w/TRADE	17334.00	14381.00	11867.00	10436.00		
	TOTAL BID PRICE w/NO TRADE	31634.00	27081.00	27867.00	26436.00		
8	OPTION 6.: Extended Warranty 60 mos./60,000 miles	2430.00	915.00	1270.00	1270.00		
	Estimated time of delivery:	8 weeks	90-120 days	10 weeks	10 weeks		

doesn't meet spec.

#23

FUND	FY 2016	Actual
GENERAL FUND		
DPW FLEET OPERATIONS 30-9400-83.01		
Mobile/Vehicle Equipment		
Dump Truck #10(transfer to Water/Sewer for Trk#8)	\$ 12,000	\$8,000.00
Dump Truck # 17	\$ 115,580	\$111,324.00
Dump Truck # 17 Use Reserve	Use Reserve \$9420	not needed
Dump Truck # 21	\$ 70,000	\$50,164.00
Pickup Truck #23	\$ 15,000	bid but unspent
Subtotal Mobile Equipment	\$212,580	\$169,488
Machinery 30-9400-83.01		
Snow Blower # 20	\$ 110,000	77250
Subtotal Machinery	\$ 110,000	\$ 77,250
Total	\$ 322,580	\$ 246,738
unexpended funds left in FY16		\$ 75,842.00
unreserved fund balance as of May 2015		\$ 51,000.00
Insurance check for sidewalk plow #15		\$ 42,819.55
Total funds available		\$ 169,662
Sidewalk plow replacement #15		\$ (99,320.00)
SIDEWALK PAVER #59		\$ (34,965.00)
REMAINING FUND BALANCE		\$ 35,376.55
Pickup Truck #23		\$ (25,201.00)
Balance remaining after purchase		\$ 10,175.55

AGREEMENT
between
THE CITY OF MONTPELIER, VERMONT
and
LOCAL # 2287, INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS
AFL-CIO-CLC
EFFECTIVE: July 1, 2015 through June 30, 2018

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PREAMBLE

WHEREAS, the parties desire to increase the general efficiency of the Fire Department, to maintain their existing harmonious relationship, and to promote their morale, rights and well being;

and

WHEREAS, the parties regard persons covered by this Agreement as public employees governed by the highest ideals of honor and integrity in all public and personal conduct, in order that they may merit the respect and confidence of the general public;

THEREFORE, the City of Montpelier, Vermont (the "City"), acting by and through its City Manager, and Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (the "Local" or "Union"), agree as follows:

ARTICLE 1 RECOGNITION

Section 1. Persons Covered by this Agreement. In accordance with the certification of the State Labor Relations Board dated January 30, 1974, the City recognizes the Local as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for all permanent full time employees in position of career Firefighters, EMTs, [Paramedics](#) and Lieutenants of the Montpelier Fire Department, excluding the Chief, Deputy Chief, Secretary, Part Time Firefighters and/or EMT's, Call Force and all other employees. The term "employee" as used henceforth in this contract refers solely to persons in the bargaining unit covered by this Agreement.

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. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, Mayor, 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

Section 1. The City agrees to deduct Union dues, in accordance with the City's payroll schedule, from the pay of all employees in the bargaining unit who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local #2287, as designated in writing to the City by the Union. All employees who eligible to join the Union, but have elected not to do so shall pay a bi-weekly agency fee equal to Union dues to the Union (beginning upon their date of hire) through payroll deduction to Local 2287 - IAFF. Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted

Section 2. In the event the employee does not have any pay for a particular period, or in the event the employee does not have a sufficient sum due him after deductions have been made for taxes, social security, pension, health 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.

Section 3. 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.

ARTICLE 3
MANAGEMENT RIGHTS

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

Section 2. Departmental Orders. General Departmental orders or policies issued and signed by either the Fire Chief, Deputy Chief or City Manager, or any changes thereof, shall be posted on the bulletin board for a period of not less than six (6) days so that it shall be accessible to personnel of the department. The original of such general orders or policies, or any changes thereof, shall be kept by the Chief in a binder especially for this purpose, and a copy shall be given to the secretary of the Local Union.

ARTICLE 4
NON-DISCRIMINATION

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 nonmembership in the Union, or against a qualified individual with a disability.

Section 2. Employee Rights and Representation. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to exercise any and all rights provided them under Chapter 22 of Title 21 of Vermont Statutes Annotated.

ARTICLE 5
GRIEVANCE & ARBITRATION PROCEDURE

Section 1. A grievance is any dispute concerning the interpretation or application of this Agreement arising after its effective date, and shall be processed as follows:

Step 1. The written grievance will be submitted to the Chief within fifteen (15) days after the Union or the Grievant knew or should reasonably have known of the incident giving rise to the grievance. The Chief shall meet with the Grievant and not more than two (2) Union representatives within three (3) days after receipt of the written grievance, and shall respond in writing to the Union and the Grievant within five (5) days after the meeting.

Step 2. The written grievance will be submitted to the City Manager within five (5) days after receipt by the Union of the Step 1 decision of the Chief. The City Manager shall meet with the Grievant and his/her Union representative within five (5) days after receipt of the written grievance, and shall respond in writing within ten (10) days after the meeting.

Step 3. If the grievance remains unsettled following the decision of the City Manager at Step 2, the Union, and not any individual employee(s), may demand arbitration. A demand for arbitration is initiated by filing a written notice with the City Manager within twenty (20) days after receipt by the Union of the decision of the City Manager at Step 2. In the event the City Manager fails to provide a written decision at Step 2 within the required time period, the Union may, in its discretion, file a demand for arbitration within twenty (20) days of the date the City Manager's Step 2 decision was due.

If the parties are unable to agree on an Arbitrator, the Arbitrator shall be selected from a panel provided by either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS); the Union in its discretion may

select either AAA or FMCS. The arbitration will be conducted under the rules of the AAA or the FMCS, whichever may be applicable. The cost of the Arbitrator's services and expenses 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, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement.

Special Provisions for Termination: No employee will be terminated without first having the opportunity to meet with the Chief and/or the City Manager in order to review and respond to the charges against him/her. A discharge for cause shall be appealed directly to arbitration by filing a demand as provided herein within twenty (20) days of the date of termination.

Section 2. A grievance will be deemed waived and settled on the basis of the City's last answer unless the grievance is:

- a. submitted at Step 1 within fifteen (15) days after the Union or the Grievant knew or should have reasonably known of the occurrence or non-occurrence of the incident upon which the grievance is based; and
- b. submitted at Step 2 within five (5) days after receipt of the Step 1 decision of the Chief; and
- c. submitted to arbitration within twenty (20) days after receipt of the Manager's Step 2 decision; or, in the event of a discharge, within twenty (20) days of the termination date. A demand for arbitration shall be made by letter, hand delivered or postage prepaid, addressed to the City Manager and postmarked or delivered by hand within the time limit provided. In the event the parties are unable to agree on the identity of an arbitrator, the parties will cooperate and mutually file a demand for arbitration with either AAA or FMCS, as provided in Section 1 herein. Time limits hereunder may be extended only by mutual written agreement of the parties.

Section 3. “Days, or working days” as used in this contract shall mean the days Monday through Friday, inclusive, excluding Saturdays, Sundays and holidays on which City Hall is closed.

Section 4. In any case where an individual employee is processing a grievance without Union representation, the Union shall be entitled to attend and to participate at any step of the grievance procedure.

Section 5. Union officers, representatives, or Grievance Committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for the time required to discuss and process grievances with the employee or others involved, and to participate in any step in the grievance or arbitration procedure.

ARTICLE 6

DISCIPLINE & 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, submitted in writing at Step 1 within five (5) working days.

Section 2. The parties jointly recognize the deterrent value of 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; and
- (c) Ordinarily employ a procedure of progressive discipline:

First violation	-	Oral warning;
Second violation	-	Written warning;
Third violation	-	Suspension (with written notice);
Fourth violation	-	Discharge.

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 case shall not by itself be deemed a violation of the "just cause" standard.

Section 3. Disciplinary action will, when practical, be taken privately, and in the presence of the Union Steward.

Section 4. A written warning will be removed from the employee's personnel record after two (2) years with no intervening disciplinary action.

Section 5. This procedure shall be the exclusive procedure concerning dismissal.

Section 6. The Union will cooperate with the City in the administration of discipline.

ARTICLE 7 HOURS OF WORK

Section 1. The average workweek for employees shall be forty-two (42) hours. The regular hours of duty for employees shall be 24 hours on duty and 72 hours off duty. New probationary employees as per Article 15 may be assigned a different work schedule for training or evaluation purposes by the Fire Chief. By mutual written agreement, the average workweek and/or regular hours of duty may be changed without re-opening the entire contract.

Section 2. The City may change the schedule of hours, modify the cycle, or re-define the work period for up to four employees, some or all of whom may be Officers. These positions shall be called Operations positions. The City does not intend to create Operations Positions by reducing regular shift positions or creating uneven shifts. Vacant Operations Officer positions shall be posted with permanent full time Officers given the first opportunity and preference to fill the positions. Vacant Operations positions shall be posted with employees given the first opportunity and preference to fill the positions. In the event that no employee applies, such vacancies may be filled by employees in reverse order of departmental seniority or these vacancies may be posted for individuals employed part time and/or the general public. The City reserves the right to assign Officers to any Operations officer positions in reverse order of departmental seniority. These full time employee positions shall have written job descriptions reflecting their specific duties, responsibilities and evaluation criteria.

Section 3. In the event of any emergency situation, fire or ambulance related, requiring members to work beyond the end of their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

Section 4. Positions are defined as follows:

(a) Full Time Firefighter/EMT's, Lieutenants: Employees in the bargaining unit who have specialized skills in firefighting and emergency medical services. Employees shall be certified and trained as specified in this agreement. Their primary function is to provide fire suppression, protection, prevention, education, rescue and emergency medical services for the City of Montpelier. Lieutenant positions are considered Officers.

(b) Part Time Firefighter/EMT's: Individuals outside of the bargaining unit who hold part time status and who are certified and trained as specified in this Agreement. These individuals may be used for call back and shift coverage consistent with all provisions of this agreement as well as ambulance transfers. Part time Firefighters/EMT's may be used to fill in for Full Time Firefighters/EMT's due to injury, illness or vacancy for up to 60 days. This time may be extended by mutual agreement of the City and Union. The city intends to utilize individuals employed part time to supplement the full time force. The City does not intend to replace full time positions with part time positions.

(c) Part-time EMT's: Individuals employed Part Time, Individuals outside of the bargaining unit who may be used for ambulance calls and transfers, and such other bargaining unit work as may be appropriate given their certification and training.

Section 5. Exchange Time. The Fire Chief or his/her designee may grant the request of any two employees to exchange tours of duty or substitute for one another during assigned shifts (subject to the provisions of the Fair Labor Standards Act) provided each employee is qualified to perform the other's duties. All employees will be required to state, in writing, the reason for exchanging time when it will be for twenty-four (24) hours or more. Advance notice of any such exchange must be given to the Fire Chief or his/her designee. Notice may be provided up to three (3) months in advance of the requested exchange. Individuals who participate in a shift change shall be responsible for all duties required on the new shift as if originally scheduled.

ARTICLE 8

OVERTIME and CALLBACK

Section 1. In the event an employee is called in for overtime, the employee shall be paid at time and one-half his hourly rate. An employee who is called in shall receive a minimum of one hour's pay at overtime rates for calls starting between 0700 hours and 2059 hours and a minimum of two hours for calls starting between 2100 hours and 0659 hours. If the employee who has been called in is subject to another call during the minimum callback period, then such work will be treated as a continuation of the original call-in period. Time worked to the applicable minimum call-in period will be rounded off to the next higher half-hour, as for example:

1 hour, 10 minutes	=	1.5 hours
1 hours, 35 minutes	=	2 hours
2 hours, 12 minutes	=	2.5 hours

Section 2. Overtime pay will accrue when an employee has exceeded 84 hours of paid time during a two week pay period or as otherwise stipulated in this agreement. ▼

Deleted: In the event an employee is called in to work an overtime shift starting at 0800 hours and ending at 1800 hours, or starting at 1800 hours and ending at 0800 hours, said employee shall be paid at his straight time rate except when such work exceeds the maximum work week established by the Fair Labor Standards Act.

Section 3. Every effort shall be made to distribute scheduled overtime work on an equitable basis throughout the year. Scheduled overtime is defined as a work opportunity resulting from an employee's absence due to vacation time, sick time, illness or injury time, school coverage, leave of absence or bereavement leave. An overtime/callback roster and procedure shall be developed by the Fire Chief after meeting and conferring with the Union. The Fire Chief will post the overtime/callback roster and procedure. Employees shall have first option for overtime work in accordance with the callback rotation system, with employees having priority over individuals employed part time. Individuals employed part time may be used to fill in for employees who are out on vacation time, sick time, work related injury, schools, bereavement leave or hourly and shift coverage by being placed into the department call back

rotation systems after all employees consistent with department policy. To be placed into the rotation systems to fill in for employees, the individuals employed Part Time must be Vermont State Certified Firefighter, Vermont State Certified Emergency Medical Technician and duly trained as determined by the Fire Chief. All employees who report to work in response to a callback shall be paid from the time the incident is officially logged.

ARTICLE 9 WORK CLAUSE

Section 1. All employees shall participate in housekeeping, maintenance, repair work, and other job-related duties customarily required in the Department. All duties referred to in this Section shall be apportioned fairly and equitably.

Section 2. "Maintenance" and "repair work" as mentioned in Section 1 is defined as regular or routine maintenance and repairs to Fire Department buildings and equipment. Such instances are those where in the judgment of the Chief no special instruction, skill, equipment or materials are needed; provided, however, that regular Fire Department employees shall not be required to repair roofs, install showers, lavatories or sinks, perform cement work or carpenter work, or clean boilers.

Section 3. Employees shall be required to complete all paperwork required by the State, Federal, or City government and/or the Fire Chief and/or Deputy Fire Chief.

Section 4. Each employee must possess or attain a current State of Vermont Emergency Medical Technician Registry Certification and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a Firefighters Certification issued by the State of Vermont, and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a valid State of Vermont driver's license, and maintain a valid license while employed by the Montpelier Fire and Ambulance Department. Graduation from high school or vocational school, or equivalency degree is required for all new employees after July 1, 1996.

Section 5. Individuals employed part time shall be required to maintain the above certifications if relevant to the duties they are expected to perform. (ex. - ambulance personnel must maintain EMT certification, fire fighting personnel must maintain Firefighters certification.)

ARTICLE 10

HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Town Meeting Day	First Tuesday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Bennington Battle Day	August 16
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 2. Holiday pay for each holiday will be computed at 8.4 (hours) times the applicable hourly rate in effect on the date of the holiday. Holiday pay will be paid on a
quarterly basis.

Deleted: in a lump sum on or before December 2 of each year

Section 3. In the event of an employee's death, the employee's accrued holiday pay will be paid to the employee's designated beneficiary.

Section 4. Notwithstanding anything contained in this Agreement, in no event shall an employee on unpaid leave status, or who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, receive pay for any holiday occurring during the time the employee receives short-term disability income insurance benefits.

ARTICLE 11 VACATIONS

Section 1. Each employee shall be entitled to vacation time (one vacation day = 8.4 hours).

(a) An employee with six months or less City seniority at the time of the employee's appointment in the Fire Department shall not accumulate nor use vacation days during the employee's first six months of employment with the Department.

(b) Upon the attainment of six months Departmental Seniority by such employee, the employee shall be credited with 50.4 vacation hours.

(c) After attaining six months of Departmental Seniority, the employee shall accrue vacation days as follows:

- (1) An employee with more than six months but fewer than seven years of City Seniority shall accrue vacation time at the rate of eight and four tenths (8.4) vacation hours per month of employment with the Department. Total accumulation may not exceed two hundred-ten (210) vacation hours.
- (2) An employee with seven or more years but fewer than fourteen years of City Seniority shall accrue vacation time at the rate of Twelve and six tenths (12.6) vacation hours per month of employment with the Department. Total accumulation may not exceed Two hundred fifty-two (252) vacation hours.
- (3) An employee with fourteen or more years of City Seniority shall accrue vacation time at the rate of sixteen and eight tenths (16.8) vacation hours per month of employment with the Department. Total accumulation may not exceed-Two hundred ninety-four (294) vacation hours.

- (4) Employees in Operations positions shall accrue additional vacation time at the rate of two (2) hours per month. This time shall only accrue during time periods that employees are assigned to Operations schedules.

(d) A City employee with more than six months City Seniority who is appointed to a full-time job or position in the Fire Department shall accrue vacation time in accordance with 2(a), 2(b), 2(c) and 2(d) above, but shall not use vacation time until the employee attains six months of Departmental Seniority.

(e) In the event that a City employee who is employed outside the Fire Department is appointed to a full-time job or position in the Fire Department, the City may determine that the employee is entitled to transfer accumulated hours of vacation time. The terms and provisions of this Agreement shall not be applicable in determining the employee's right to transfer accumulated vacation hours or the number of hours, if any, to be transferred.

Section 2. Vacation leave shall be time off with regular weekly straight time pay, except that in extraordinary circumstances as determined by the Chief, an employee may continue to work and vacation days shall be paid in cash at straight time.

Section 3. The City reserves the right to schedule vacations in such a manner throughout the year as to avoid overtime pay, and every effort will be made to accommodate the wishes of the employee in scheduling vacations during the summer months. The Union's Executive Board will meet with the Chief to discuss vacation schedules. Subject to the operating needs of the Department as determined by the Chief, vacation selection shall be by Departmental Seniority. The City will not limit vacation schedules to one month or a series of months during any one year.

Section 4. Notwithstanding anything contained in this Agreement, in no event shall an employee who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, accrue vacation time for any month during which the employee receives short-term disability income insurance benefits for the entire month.

Section 5. An employee whose employment is terminated other than for dismissal for cause and who gives two weeks' notice to the Chief shall receive pay for this unused vacation time.

Deleted: or elect to receive credit for the value of the accrued vacation time for payment of future medical insurance premiums through the city's medical insurance plan.

Section 6. In the event of an employee's death, the employee's designated beneficiary shall receive the employee's pay for the employee's accrued vacation time.

Section 7. In addition to vacation time, up to eight (8) hours per calendar year for incidental leave may be granted to employees. Incidental leave will not accumulate from one year to another. The Chief shall have full discretion whether to use call back time to fill the absence caused by incidental leave.

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

Section 1. Paid sick leave shall accrue at the rate of one (1) day (8.4 hours) for each calendar month in which an employee actually works five (5) or more tours of duty or three weeks if assigned to a Special Projects schedule. Vacation time shall be considered as time actually worked for the purpose of this Section. Unused sick leave may accumulate from year to year up to the total accumulation amount allowed (1,008 hours). Employees with accumulated sick leave in excess of 1,008 hours on July 1, 2008 will be allowed to retain their existing sick leave and accumulation schedule.

Section 2. The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law. Any leave taken under the provisions of this agreement will run concurrent with the statutory leave available under state or federal law.

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

(A) The serious illness of the employee.

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

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

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

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

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

(A) poses imminent danger of death;

(B) requires inpatient care in a hospital; or

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

(2) LEAVE.

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

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

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

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

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

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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 tours of duty to care for an immediate member of his family in the event of unusual circumstances. Subject to the needs of the Department, as determined by the Chief, an employee may be released from¶ the employee's 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.

An employee on sick leave shall be paid from accumulated paid sick leave, or short-term disability income insurance if eligible in accordance with Section 6 of this Article, or a combination of the two in accordance with Section 6 of this Article. No other leave may be used by an employee during the employee's illness or disability, except that the employee may use accumulated vacation time to receive pay if the employee has no paid sick leave balance and is not receiving short-term disability income insurance benefits. Vacation time so used shall be considered as sick leave.

Section 3. Employees absent for the 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 in any instance of absence and such a certificate shall be expected for absences in excess of three (3) consecutive tours of duty.

Section 4. Accumulated and unused sick leave shall not be payable on termination of employment.

Section 5. Work-related Injury Leave. In the case of job-related injury or illness, the City will pay the difference between the employee's base weekly salary, less the amount of Worker's Compensation received, for a period not to exceed ninety (90) calendar days.

Section 6. Short-term Disability Income Insurance.

(a) The City will provide, at total cost to the City, Short-term (6 months) Disability Income Insurance for the employees of the Fire Department. The maximum weekly benefits payable under this insurance program are sixty-six and two-thirds (66 2/3%) percent of the employee's base weekly salary or wage. All determinations of eligibility will be made by the disability insurance carrier in accordance with the terms of the STD plan.

(b) Paid sick leave may be used to supplement the maximum weekly benefits under this insurance program up to a total (paid sick leave and maximum weekly benefits) of 100% of the employee's base weekly wage.

(c) An employee who is medically unable to work, believes himself or herself to be eligible for short-term disability income insurance benefits, and has applied for such benefits but has not received the first disability income insurance payment from the insurance carrier, shall be permitted to use the employee's accumulated paid sick leave in accordance with the provisions of this Article from the date of application until such date as a determination regarding eligibility is made by the insurance carrier.

(d) An employee whose claim for short term disability insurance has been accepted shall, upon receipt of payment for said benefits, reimburse the City for two-thirds (2/3) of any paid sick leave used during such period of time by paying to the City a sum equal to two-thirds of the value of the paid sick leave used during such time. Upon payment to the City of the aforesaid sum, the City will credit the employee's accumulated paid sick leave account with two-thirds of the paid sick leave used by the employee during such time, and make any necessary adjustments to payroll records. In lieu of making such payment to the City, the employee may authorize the City to deduct the

aforesaid sum from any holiday pay due the employee or from the employee's accumulated vacation leave, if any. The employee shall pay the aforesaid sum to the City, or authorize the City to deduct the aforesaid sum from the employee's holiday pay or accumulated vacation leave on or before the date of the employee's return to full-time employment or voluntary or involuntary termination of employment with the Fire Department, whichever first occurs.

(e) For purposes of this Agreement, an employee shall be deemed to be receiving short-term disability income insurance benefits during the period of time for which the insurance carrier pays short-term disability income insurance benefits.

(f) An employee, unable to work due to illness or injury for a period of time as determined by the short term disability insurance policy in place at the time of the claim, shall apply for short-term disability income insurance benefits. An employee who does not apply for short-term disability income insurance benefits is not be eligible for, and may not use, any paid leave under this Agreement until such time as the employee applies for short-term disability income insurance benefits, in which event the employee may use the employee's accumulated sick leave as herein before provided in (b) and (c).

(g) The City shall notify the employee and the Union, in a timely manner, of the employee's obligation to apply for short-term disability insurance, and will provide all necessary forms to apply for short-term disability coverage.

Section 7. Long Term Disability Insurance. The City shall provide Long Term Disability Income Insurance for the employees of the Fire Department. Paid sick leave may not be used to supplement the maximum weekly benefits under this insurance program. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan.

Section 8. Right to Select Carriers. The benefits provided in Sections 6 and 7 herein shall be provided either through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies

between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, so long as the level of benefits shall remain substantially the same.

Section 9. Military Leave. Permanent full-time employees will be entitled to two weeks' annual encampment leave with pay for duty with the reserve components of the Armed Forces of the United States or the Vermont National Guard. Such leave shall in no way affect annual vacation leave.

ARTICLE 13
BEREAVEMENT LEAVE

Section 1. Paid bereavement leave shall be granted for a death in the immediate family (parent, spouse, civil union partner, mother/father in-law, brothers sisters, children, grandparents, or relative living in the household), in accordance with the following schedule:

Employee's or spouse's/civil union partner's immediate family: Not to exceed two (2) tours of duty.

Section 2. Paid bereavement leave not exceeding one (1) tour of duty in any instance may be granted by the Chief in appropriate cases. This time may be added to the leave granted in unusual cases at the Chief's discretion.

Section 3. For the purposes of this Article, one tour of duty shall be twenty-four (24) hours.

For employees in Special Projects positions, Bereavement Leave shall be awarded for up to forty-two (42) hours.

ARTICLE 14
LEAVE OF ABSENCE

A written request for leave of absence without pay or benefits and with City and Departmental Seniority accruing, directed to the Chief, may be granted by the Chief, with the approval of the Manager, for up to one (1) year.

The employee may pay the total cost of his/her health insurance through the City at his/her discretion while on approved leave of absence.

Employees who are eligible for leave under the Family and Medical Leave Act will receive all benefits due under the Act.

ARTICLE 15
PROBATIONARY PERIOD

The probationary period for new employees as of the signing date of this agreement shall be twelve (12) months. The probationary period may be extended by the Chief for an additional six (6) months, provided the employee has been evaluated and given written notice of the reason for the extension prior to the expiration of the initial twelve (12) month period. During the employee's probationary period, his/her employment may be terminated at the discretion of the City at any time after evaluation and written notice. The probationary period for Full Time Firefighters promoted to Lieutenant/Assistant Chief positions shall be six (6) months.

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 their 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.

ARTICLE 16 SENIORITY

Section 1. Definitions.

(a) City Seniority. City Seniority shall mean length of continuous service in a full-time position with the City since the last date of hire by the City.

(b) Departmental Seniority. Departmental Seniority shall mean length of continuous service in a full-time position with the Department since the last date of appointment to a full-time position in the Fire Department, except that any break in continuous service with the Department which occurred prior to January 1, 1988, will not be considered when determining Departmental Seniority so long as the employee maintained City Seniority during that break.

(c) Seniority shall mean City Seniority unless specifically designated as Departmental Seniority.

Employees will be placed on a City Seniority and a Departmental Seniority list upon completion of the probationary period, retroactive to date of hire.

Section 2. Posting of List. Periodically, and not less than once each year, the Department shall post on all bulletin boards a City and Departmental Seniority and sick leave list showing the continuous service of each employee. A copy of the list shall be furnished to the Local secretary when it is posted.

Section 3. An employee's continuous service record for City Seniority shall be broken by voluntary resignation from City employment, discharge for just cause, layoff in excess of 24 months, and retirement.

An employee's continuous service record for Departmental Seniority shall be broken by any break in City Seniority set forth above. In addition, an employee's continuous service record for Departmental Seniority shall be broken by permanent transfer to a City job or position outside the Fire Department.

An employee's continuous service record for City and Departmental Seniority shall not be broken by vacation, sick leave, injury leave, suspension, any authorized leave of absence, or call to military service. City and Departmental Seniority shall continue to accrue during such periods.

Section 4. In the event of a reduction in force, layoff shall be in inverse order of Departmental Seniority. Any recall shall be by Departmental Seniority. Probationary employees will be laid off first in any instance. A recall opportunity will include time for the employee to give two (2) weeks' notice to any employer for whom he may have been working during the layoff period.

ARTICLE 17
PROMOTIONAL VACANCIES

In the event a vacancy occurs within the Department in a position of greater responsibility, a notice of such vacancy shall be posted by the Chief in a conspicuous place within the Department for a period of ten (10) days. The position shall be filled by competitive examination conducted by an impartial examiner or examiners selected by the City after working jointly with the Union. Any such examination shall be either in writing or oral or both, upon such matter that will further test the knowledge and aptitude of the applicant for the requirements of the position to be filled.

During the term of this Agreement, the City and the Union will continue to work together on a new departmental policy governing promotions within the bargaining unit.

ARTICLE 18
EMPLOYEE CONDUCT

Section 1. Outside Employment. An employee shall notify the Chief within a reasonable time prior to beginning any outside employment.

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, the best of his/her ability, the duties and responsibilities of his/her position. He/she shall, during his/her hours of duty and subject to such other laws, rules and regulations that pertain thereto, devote his/her full time, attention and efforts to his/her office and employment. He/she shall not use his/her position to secure special privileges or exemptions for himself/herself or others. He/she shall not use City property or equipment for his/her 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 him/her by reason of his/her official position except as authorized or required by law, nor shall he/she otherwise use such information for his/her personal gain or benefit.

ARTICLE 19
PERSONNEL/TRAINING FILES

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

Section 2. An employee shall have the right to inspect material (other than pre-employment material) in his/her personnel/training file during normal business hours, by appointment with the Department personnel clerk or supervisor who is custodian of the files. An employee shall be furnished a copy of such material upon his/her request.

Section 3. Training Files may be instituted by the Department Head or his/her custodian. Any and all materials within these files must strictly pertain to training and certification and are to be copies of originals only. An employee may request at any time during the working day that does not interfere with essential departmental functions to review his/her personnel/training file by request to the custodian of the files.

ARTICLE 20 COMPENSATION

Section 1. Cost of Living Adjustment:

Effective July 1, 2015 One Percent (1.00%)

Effective July 1, 2016 One and One/Quarter Percent (1.25%)

Effective July 1, 2017 Two (2.25%)

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See attached pay scales in Appendix A

Section 2. Officer for Officer Coverage. When an Officer is out because of vacation, illness, disability, or other approved absence, another Officer will fill the vacancy when another Officer is available.

In the event that no Officer is available to fill in the above vacancy, then the city may use an employee who has previously qualified for such consideration. Employees will be paid a 5% premium (based on their present hourly wage) during the time they serve as an acting officer.

Section 3. Step-Rate Increases. During the term of this Agreement, the employees covered by this Agreement and eligible for step-rate increases shall be paid step increases at the rate of five percent (5%) increments between steps computed upon the base pay of the employee, in accordance with the following schedule and contingencies. Employees will be eligible for eight (8) steps.

(a) Initial appointment shall be at Step I for the particular position, unless the applicant has unusual training or background.

(b) Increases to Step II will take place after the employee has successfully completed his probationary period as demonstrated by written evaluation. Firefighters must have successfully obtained EMT-B and Firefighter I certification. Officers must have successfully maintained EMT-I and obtained Firefighter II certification.

(c) Increases to Step III may take place after the employee has served one (1) year at Step II, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-B and Firefighter I certification. Officers must have successfully maintained EMT-I and Firefighter II certification.

(d) Increases to Step IV may take place after the employee has served one (1) year in Step III, based on satisfactory evaluation. Firefighters must have successfully maintained Firefighter I certification and obtained EMT-I certification. Officers must have successfully maintained EMT-I and Firefighter II certification.

(e) Increases to Step V may take place after the employee has served one (1) year at Step IV, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-I and Firefighter I certification. Officers must have successfully maintained EMT-I and Firefighter II certification.

(f) Increases to Step VI may take place after the employee has served two (2) years in Step V, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-I and Firefighter I certification. Officers must have successfully maintained EMT-I and Firefighter II certification.

(g) Increases to Step VII may take place after the employee has served two (2) years in Step VI, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-I and Firefighter I certification. Officers must have successfully maintained EMT-I and Firefighter II certification.

(h) Increases to Step VIII may take place after the employee has served two (2) years in Step VII, based on satisfactory evaluation. Employee must have successfully maintained EMT-I and obtained Firefighter II certification. Officers must obtain Fire

Officer I certification or successfully complete two National Fire Academy classes which have been approved by the Fire Chief and may drop EMT-I certification. Step VIII Effective 7/1/09 .

(i) Officer Dana Huoppi will be permitted to move to Step VIII without the Fire Officer 1 Certification. All Officers as of July 1, 2008 are exempt from the Firefighter II certification requirement for steps II through VII.

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(j) Upon specific recommendation of the Fire Chief and approval of the City Manager, an employee who has reached Step V or higher may be advanced one step after a one year period. In the event an employee fails to maintain required certification level for a specific step, they will be immediately moved down to the appropriate step which reflects their now current level of certification. Upon re-obtaining the necessary certification, they will be moved back to their prior pay step. In the event an injury leave or circumstances beyond the employees control prevent timely recertification, the Chief may authorize the employee to remain at their current step as long as the employee is taking all necessary steps toward obtaining recertification. In the event an employee receives an unsatisfactory evaluation resulting in denial of a step increase, the employee shall be re-evaluated within six months of the unsatisfactory evaluation, and will receive the Step increase if performance has improved to a satisfactory level. The evaluation system, procedure and criteria shall be consistent with job descriptions and developed by the Fire Chief after meeting and conferring with the Union.

Section 4. In addition to the evaluation system described above, the City may evaluate the job performance of each employee in such intervals and form as the City deems necessary and appropriate but in no case less than once per year.

Section 5. The parties agree to work cooperatively toward the development of a pay scale for employees with Paramedic certification. This scale may be added to this agreement by mutual consent of the parties without opening any other contract provisions.

ARTICLE 21 INSURANCE

Section 1. Hospital & Medical Insurance. The City will continue to provide Hospital and Medical Benefits, as well as Major Medical Benefits, to all employees covered by this Agreement. The employees covered by this agreement shall be offered the same Health Insurance plans and coverages provided to City Personnel Plan employees at the same cost or contribution levels as Personnel Plan employees.

Section 2. Life Insurance. The City will continue to provide life and accidental death and dismemberment insurance for all permanent employees who work more than 20 hours per week in accordance with the following: \$1,000 of coverage for each \$1,000 of basic annual earnings, rounded off to the nearest thousand dollars.

Section 3. Dental Insurance. The City will provide dental insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

Section 4. Other Coverage. The City will continue to provide individual liability and other special coverage to the extent provided immediately prior to the effective date of this Agreement.

Section 5. The benefits provided for in Section 1, 2, 3 and 4 herein shall be provided through a self-insured plan or under group or other insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, provided the level of benefits shall remain substantially the same.

Section 6. Section 125 Plan. The City may provide a Section 125 in accordance with all Federal and State laws.

ARTICLE 22
LABOR-MANAGEMENT COMMUNICATIONS

The Union's Executive Board shall meet periodically with the Chief to discuss professional matters of mutual concern.

ARTICLE 23
OUTSIDE DETAILS

Section 1. Definition: Outside Detail is an outside assignment in fire or ambulance related activities, or a special detail through the Montpelier Fire and Ambulance Department which has been accepted by the Fire Chief. All outside details will be paid at an employee's overtime rate of pay.

Section 2. An employee who works for an outside detail shall be paid at their time and half rate with a four (4) hour minimum guarantee. The City reserves the right to charge an outside employer more than the hourly paid detail rate which the employee receives through the City's payroll system.

Section 3. Volunteers will be sought for outside details prior to assigning employees to work. Notice of approved details shall be posted as they become known, in a designated location at the Fire Department signed and dated for approval by the Chief or his/her designee.

- (a) The opportunity for work on outside details shall be offered to employees on a rotating basis without consideration to rank, seniority or days off. All Employees individuals employed Part Time and Call Force personnel are eligible. Employees shall have preference over non-bargaining unit employees.
- (b) Fire and/or Ambulance personnel working the detail shall wear the approved Fire Department uniform.
- (c) The Chief reserves the right to remove an Employee from the outside detail whose work on such details impairs his/her ability to perform regularly scheduled Fire Fighter work.
- (d) No Fire Fighter off duty shall be required or ordered in to fill a vacancy for private jobs.

ARTICLE 24
MISCELLANEOUS

Section 1. Each employee shall be furnished a copy of this Agreement. Copies shall be made available to new employees upon hire. The Union and the City shall share equally the cost of printing or duplicating this Agreement.

Section 2. The members of the Local's Negotiating Committee, not to exceed three (3), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and Local for the purpose of negotiating the terms of a working agreement, or supplements thereto.

Section 3. Local Union officers and shift representatives shall be permitted to discuss official Local Union business with:

- (a) Employees during work, provided such discussion does not interfere with departmental business;
- (b) The Chief of the Fire Department, at all mutually convenient times.

Section 4. The Union will hold its monthly Union meeting in the Fire Station in a location approved previously by the Fire Chief.

Should the Executive Board of the Local call any special meeting of the Local other than the regularly scheduled monthly meeting, the City agrees that this meeting may also be held in the Fire Station in accordance with the preceding paragraph.

Section 5. Bulletin board space will be provided for routine Union announcements.

Section 6. Union representatives will be granted access to the premises for individual discussion of grievances with employees, provided that work is not interfered with, and provided that the Fire Chief is notified of his/her presence in advance.

Section 7. Should any provision of this Agreement be held to violate a federal or state law, all other provisions shall remain in force. Should any provision of this Agreement conflict with the City Charter or any City Ordinance, this Agreement shall prevail to the extent permitted by law. If such law, the City Charter or City Ordinance is held to prevail, the Manager and the Union will cooperate in seeking an amendment to the Charter, 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 in the City Employees Personnel Plan. Employees covered by this Agreement shall not be covered by said plan except as specifically provided in this Agreement.

Section 8. Stability of Agreement.

(a) No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto, unless made and executed in writing by said parties.

(b) The failure of the City or the Local to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Local to future performance of any such term or provision, and the obligations of the Local and the City to such future performance shall continue in full force and effect.

Section 9. Joint Health and Safety. The Union's Executive Board shall meet with the Chief periodically to discuss VOSHA requirements and opportunities to prevent or correct problems of health, safety and sanitation affecting employees in the performance of duty.

Section 10. Meal Allowance. The City will provide coffee, milk and sugar as a meal allowance hereunder.

Section 11. All persons covered by this Agreement shall be bound by this Agreement.

Section 12. Mileage for attending school or on official City business as authorized by the Chief, will be paid at the rate established by the City based on the annual IRS determination. Meals, while attending school, will be paid as authorized by the Chief.

ARTICLE 25
UNIFORM & PROTECTIVE CLOTHING

Any person entering upon employment as a full time employee with the City of Montpelier Fire Department shall be provided with the following items of uniform and protective clothing:

- (a) One (1) new full-dress uniform.
- (b) Four (4) work shirts.
- (c) Four (4) pair work pants.
- (d) One Fire Department all-purpose coat and one ambulance summer coat.
- (e) One (1) fire coat, one (1) fire helmet, one (1) pair night boots, one (1) pair night hitch pants, one (1) pair fire gloves.
- (f) One (1) new pair station work shoes.

Employees shall be provided:

Work shoes by the City to be worn on duty and shall be replaced on an as-needed basis with prior approval of the Fire Chief.

Two work shirts and two pair of work pants to each permanent Fire Fighter each year, no later than October 1 during the life of this contract.

In addition, the City shall replace any item of clothing when necessary, and pay the cost of cleaning, pressing and mending repairs in accordance with a schedule of procedures to be established with the Fire Chief.

The parties agree to work cooperatively to update and change this Article. Any such changes may be added to this agreement by mutual consent of the parties without opening any other contract provisions.

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ARTICLE 26

MEDICAL EXAMINATION

Section 1. All new employees shall be required to pass a pre employment NFPA 1001 certified medical examination including cardio-pulmonary evaluation, [respiratory assessment](#) and stress test if recommended by physician. All new employees shall be required to pass a pre employment functional firefighter/EMT evaluation as determined by the Fire Chief.

Section 2. Annual Medical Examination.

(a) The City may require each employee to submit to a medical examination each fiscal year for the purpose of public safety and fitness in performing the employee's duties. In such event, the employee may select a medical doctor of the employee's choice, duly licensed in the State of Vermont, to perform the annual medical examination within a reasonable time. The cost of such examination shall be paid by the employee's health insurance, with the City paying all uncovered portions thereof.

The City shall notify the union of the need for an examination, and the employee shall be paid at the employee's straight-time rate for time required for the examination, unless otherwise provided by law.

The medical doctor performing the examination shall certify, as soon as possible, on a form to be agreed upon between the City and the Union, whether or not the employee is able to fully perform the employee's duties. The medical doctor shall also certify if the employee is not medically qualified to take any portion of any physical fitness test which is part of the merit pay program.

Except as provided in Subsection (b), the City reserves the right to discharge an employee who is physically or mentally unable to fully perform the employee's duties; and the City reserves the right to require an employee to submit to a medical examination by a medical doctor, duly licensed in the State of Vermont, of the City's choosing.

(b) In the event the medical doctor performing the annual medical examination certifies that the employee is unable to fully perform the employee's duties, the employee shall immediately go on sick leave, or work-related injury leave if the condition is determined to be work related. In such case, the City shall not discharge the employee for physical or mental inability to fully perform the employee's duties for a period of six months from the date of the annual medical examination, provided that the following requirements are met:

- (1) The medical doctor performing the examination shall provide, as soon as possible, but no later than thirty (30) calendar days from the date of the examination, to the City, the city's designee and the employee, a written report upon a form to be agreed upon between the City and the Union. The report shall outline the nature of the disability, treatment recommended, and state that in the medical doctor's opinion there is reasonable likelihood that the employee will be able to fully perform the employee's duties within six (6) months of the date of the examination.
- (2) The medical doctor performing the examination, or the treating medical doctor duly licensed to practice medicine in any state of the United States, shall promptly respond in writing to all requests made by the City for updates as to the employee's progress; shall immediately notify the City or its designee of any change from the original report as to the nature of the disability, prognosis or treatment plan; and shall immediately certify in writing when, in his or her opinion, the employee is able to fully perform the employee's duties.

(c) The City retains the right to have the employee examined by a medical doctor, duly licensed in the State of Vermont, of its choosing, during the six (6) months following the date of the annual medical examination referred to above. In the event the medical doctor chosen by the City certifies in writing upon a form to be agreed upon between the City and the Union, that to reasonable degree of medical certainty, the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then the opinion of a third medical doctor, duly licensed in the State of Vermont, shall be obtained. The third medical doctor shall be chosen by agreement of the City and the employee, or failing that,

by agreement of the two medical doctors who performed the medical examinations under the provisions herein.

If it is the written opinion of said third medical doctor, held to a reasonable degree of medical certainty, that the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then this subsection (b) shall not apply, and the employee may be discharged at any time for physical or mental inability to fully perform the employee's duties, if the City so desires.

(d) This subsection (b) shall be subject to the worker's compensation laws of the State of Vermont in the case of any employee entitled to receive worker's compensation benefits under the worker's compensation laws of the State of Vermont.

ARTICLE 27

PENSION

The employees shall be members of the Vermont Municipal Employees Retirement System (VMERS) Group C with all related benefits and contribution schedules as established by VMERS.

ARTICLE 28
NO STRIKE NO LOCKOUT

Section 1. The City and Union subscribe to the principle that differences shall be resolved by peaceful means without interruption of work. During the term of this agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement.

Section 2. The Union agrees to notify all officers, members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3. The City may discharge or discipline any employee who violates this Article; such discipline or discharge may be reviewed through the grievance procedures.

Section 4. In the event of any violation of section 1 of this article, there shall be no financial liability on the part of the signatory International Union, Local and/or the officers thereof, provided that the signatory International Union, Local and/or the officers promptly after notice of the beginning of such action shall publicly, and to its members, declare such action to be a violation of this Agreement and promptly order their members to return to work.

ARTICLE 29
ACKNOWLEDGMENT OF ARBITRATION.

Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (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.

**ARTICLE 30
DURATION OF AGREEMENT**

Term of Agreement. This Agreement shall be effective July 1, 20015, and shall remain in full force and effect until June 30, 2018. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1 of the year prior to the anniversary date, that it desires to modify or terminate this Agreement.

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Deleted: 2012

DATED: _____ DATED: _____

**LOCAL #2287, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC**

CITY OF MONTPELIER, VERMONT

By: _____
President, Local #2287

By: _____
City Manager

Officers, Local #2287



Greening America's Capitals: **Montpelier, Vermont**

Office of Sustainable Communities
Smart Growth Program

GREENING AMERICA'S CAPITALS

Greening America's Capitals is an Environmental Protection Agency program to help state capitals develop an implementable vision of distinctive, environmentally friendly neighborhoods that incorporate innovative green infrastructure strategies. In collaboration with U.S. Department of Housing and Urban Development (HUD), and the U.S. Department of Transportation (DOT) through the Partnership for Sustainable Communities, EPA provides design assistance to help support sustainable communities that protect the environment, economy, and public health and to inspire state leaders to expand this work elsewhere. Greening America's Capitals will help communities consider ways to incorporate sustainable design strategies into their planning and development to create and enhance interesting, distinctive neighborhoods that have multiple social, economic, and environmental benefits.

EPA chose Montpelier, Vermont, in 2013 as one of the capital cities to receive this assistance, along with Lansing, Michigan; Madison, Wisconsin; and Olympia, Washington.

Find more information about Greening America's Capitals at <http://www2.epa.gov/smart-growth/greening-americas-capitals>



Acknowledgments

EPA

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Executive Summary

The city of Montpelier, Vermont, requested assistance from the U.S. Environmental Protection Agency (EPA) to create a vision for how bicycle and pedestrian connections in its historic downtown could be strengthened. The city also requested assistance in exploring how green infrastructure could be incorporated into its streets and parking lots to manage and treat stormwater runoff to reduce flooding, improve the water quality of the Winooski River and create more attractive public gathering spaces. Green infrastructure includes a range of natural and built approaches to stormwater management—such as rain gardens, bioswales, and permeable paving—that mimic natural systems by capturing and cleaning stormwater and letting it absorb back into the ground rather than into the storm sewer system or the river.

The city of Montpelier identified five sites on which to explore design concepts that show how the city might achieve its goals of a more pedestrian and bicycle-friendly downtown that is also less likely to flood:

1. **Barre Street from the recreation center to Main Street:** Provide the missing downtown segment to the Montpelier shared-use path that runs along the Winooski River.
2. **Main Street and Barre Street intersection:** Clarify routes for pedestrians, bicyclists, and drivers, and connect the Montpelier shared-use path through the intersection.
3. **Heney and Jacobs parking lots:** Use green infrastructure to reduce runoff into the Winooski River, a strategy that could be a model for other parking lots. Explore options for public access to the river.
4. **Taylor Street from the Winooski River to State Street:** Improve pedestrian connections between State Street and the transit center and shared-use path.
5. **State Street and Main Street intersection:** Improve the intersection for pedestrians, and incorporate green infrastructure into the streetscape.

EPA's design team worked with city and state staff, community members, downtown businesses, and other stakeholders to develop design options for these sites that responded to concerns about and desires for each site. The team also identified potential next steps the city could consider for implementing the options, as well as funding sources that might help pay for improvements.

Introduction

Montpelier's downtown district is compact and eminently walkable, with a strong sense of place conveyed by the historic buildings that open onto its sidewalks, bustling two-lane streets, and small blocks. Glimpses of steeped buildings, the capitol dome, and distant wooded hillsides provide a sense of orientation and a strong flavor of northern New England. The Winooski River runs through the center of the downtown, but there is very little public access to the river, and the expanse of impervious streets, buildings, and parking areas drains directly into the river, causing water quality and flooding problems.

In the last decade, Montpelier made major improvements to strengthen its vital downtown district through several initiatives, including:

- Construction of the Montpelier shared-use path, which parallels the Winooski River east and west of downtown. The central segment of the path through the downtown has not been built yet.
- Revitalization of the Stone Cutters Way industrial area with new grocery store, offices and public space.
- Planning for a downtown transit center, One Taylor Street, which is currently in final design. The transit center is being funded by the Federal Transit Administration, the Federal Highway Administration, and the Vermont Agency of Transportation.

The city of Montpelier requested assistance from the U.S. Environmental Protection Agency (EPA) Greening America's Capitals Program to develop design options for five sites in the downtown. City staff selected these sites to contribute to a greener downtown district by strengthening the city's multimodal network and incorporating landscaping and green infrastructure strategies that manage stormwater runoff and create more attractive public spaces. Green infrastructure includes a range of natural and built approaches to stormwater management—such as rain gardens, bioswales (gently sloped landscape features that remove silt and pollution from stormwater runoff), and permeable paving—that mimic natural systems by capturing and cleaning stormwater and letting it absorb back into the ground rather than into the storm sewer system or the river.

The five sites and the goals for them are:

1 Barre Street from the recreation center to Main Street

Currently, Barre Street is a narrow, two-way street with parking on both sides. The sidewalks are narrow, and the street has little space to accommodate

bicyclists. Many bicyclists, pedestrians, and transit riders use Barre Street. The city's primary goal for Barre Street is to explore options to provide the missing segment of the Montpelier shared-use path along this street to connect to the path on the west side of the North Branch and along Stone Cutters Way.

2 Barre Street and Main Street intersection

This intersection is a gateway to the downtown. It is rated a level of service F, which means that it functions very poorly for cars. The intersection also includes access from Stone Cutters Way. In addition, railroad tracks run through the intersection, and driveways for local businesses are very close to the intersection. All of these elements combined make the intersection confusing for drivers, pedestrians, and bicyclists. The city wanted to explore options for establishing clearer routes for drivers, bicyclists, and pedestrians, including extension of the Montpelier shared-use path.

3 Heney and Jacobs parking lots

These lots are on the northwest side of the North Branch of the Winooski River. They periodically flood, and runoff from these lots flows directly into the river. The goal for this area is to develop options for using green infrastructure to reduce runoff and provide a model for retrofitting parking lots throughout the downtown and capitol complex.

4 Taylor Street from the Winooski River to State Street

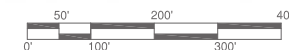
Taylor Street is one of the gateways to the downtown and connects to the capitol grounds. It is next to the planned multimodal transportation center (One Taylor Street) and also connects to the shared-use path. The goal for Taylor Street is to improve the pedestrian experience and incorporate green infrastructure into the streetscape.

5 State Street and Main Street intersection

This intersection, along with Langdon Street immediately north of State Street, is the heart of Montpelier's downtown. Each street is offset from one another, so movement through the intersections is sometimes challenging for pedestrians and bicyclists. The primary goal for this intersection is to improve the pedestrian experience and to incorporate green infrastructure into the streetscape. Stakeholders requested that the design team look at way to improve the public space in front of the city hall with landscaping and possibly green infrastructure.



Figure 1: Overview of Montpelier focus sites.



Project Site Analysis

The project sites are in downtown Montpelier, a traditional New England town center with a strong historic character created by building and development patterns typical of a late 18th to early 19th century town. The town is compact and organized around the confluence of the Main and North branches of the Winooski River, the railroad, and an irregular grid of streets that runs parallel to the Winooski River and responds to natural features including rivers and hills.

The downtown district is set in a narrow river plain between the Winooski River and surrounding hillsides. Mills and manufacturing businesses grew up along the river banks, particularly after the Vermont Central Railroad started serving the area in 1849. Montpelier was selected as Vermont's state capital in 1805 because of its central location and its residents' support. At that time, Montpelier's population was 1,200 people. Montpelier grew slowly through the 20th century. Today, the city has a population of 7,855 people, giving it the distinction of being the smallest state capital in the United States.

The downtown suffered two significant natural disasters: a fire in 1875 destroyed many downtown buildings, and the Great Flood of 1927 devastated downtown Montpelier. Floodwaters in 1927 measured 12 feet at the intersection of State and Main streets. Montpelier escaped serious damage from Tropical Storm Irene, which devastated many areas of Vermont in August 2011, but was flooded in May of that year. According to a 2014 climate assessment report for the state, Vermont's waters and snowpack are thawing earlier as spring temperatures arrive earlier. Annual average stream flows are increasing as precipitation increases. The likelihood of high stream flows (and therefore flooding) is projected to increase by 40 to 80 percent by the end of the century, particularly in the winter as snow shifts to rain or freezing rain. In contrast to other New England states, Vermont rivers have sustained flow over recent decades in summer months; however, climate projections show increased potential for short-term dry spells this century.¹

The downtown's character is strongly influenced by the traditional buildings and development patterns of the 19th century town. The town center maintains a bustling feel created by the mixture of activities contained in a compact area. Historic buildings face onto sidewalks providing interest and a sense of spatial enclosure that makes the street attractive for walking. The state capitol and church steeples can be glimpsed throughout the downtown area. For the most part, buildings in Montpelier face away from the river and do not provide public access to it. The Montpelier shared-use path segments that have been constructed east and west of the downtown have begun to open the riverfront to the public.

¹ Galford, Gillian, et al, Eds. *Considering Vermont's Future in a Changing Climate: The First Vermont Climate Assessment*. Gund Institute for Ecological Economics. 2014. <http://vtclimate.org/publications>.



Figure 2: The Vermont State Capitol on State Street.



Figure 3: Parklet on State Street at the Rialto Bridge that was in place during the summer of 2014. A parklet is a small extension to an existing sidewalk, typically occupying the parking lane, which can be used for a variety of activities.



Figure 4: Pedestrians at the senior center on Barre Street.



Figure 5: Children arrive at the child care center on Barre Street.

Land Use

The study sites are located in the heart of Montpelier's downtown district. Main Street and the portion of State Street on either side of Main Street are traditional main streets with mixed-use buildings, ranging from one to four stories, oriented to the street with parking lots behind. Shops and restaurants are on the ground floor, and upper-story uses typically include apartments and offices. The state capitol and state office buildings are on State Street west of Taylor Street. Surface parking lots consume a significant portion of the downtown land, particularly adjacent to the river frontage (see Figures 10 and 11). Barre Street is a predominantly residential street that contains a mixture of retail shops, services, and public uses including a church, day care center, and private school, in addition to a recreation and senior center near its intersection with Main Street. Many pedestrians and bicyclists use the street, and with the Montpelier Senior Activity Center and Montpelier Children's House in the block between Hubbard and Main streets, many seniors and children walk along Barre Street. Affordable housing owned and managed by the Central Vermont Community Land Trust, including housing for seniors and individuals with disabilities, is located along Barre Street as well.

Transportation

Pedestrians: Montpelier enjoys a healthy walking and bicycling culture. Journey to Work Census data² from 2009-2013 indicate that 16 percent of Montpelier residents 16 years and older walk to work, which is significantly higher than the state average of 5 percent. The city is preparing a pedestrian and bicycle master plan, *Montpelier in Motion* (anticipated to be adopted in June 2015). This plan will contain specific recommendations for improvements to Montpelier's bicycle and pedestrian system. Montpelier counts the number of pedestrians at several locations in the downtown. The data show that many people walk in Montpelier's downtown district. On weekdays, volumes peak during the noon hour, while on the weekend, the peak pedestrian volumes tend to be spread across several midday hours. Not surprisingly, pedestrian counts collected in 2012 illustrate that pedestrian activity is highest in July and August and lowest in January. The difference is approximately 25 percent. Although lower in the winter, pedestrian counts indicate that many people still walk despite the cold weather.

The five study sites are located in the downtown, an area that is served by sidewalks and the Montpelier shared-use path, which runs along Stone Cutters Way between Granite Street and the Montpelier Recreation Center (approximately a half-mile long) and from Taylor Street to Junction Road (about 1.3 miles west from Taylor Street). To bridge the gap between the path segments between Stone Cutters Way and Taylor

² United States Census Bureau / American Fact Finder. "B08101 Means of Transportation to Work by Age: Workers 16 years and over." 2009-2013 American Community Survey U.S. Census Bureau's American Community Survey Office, 2013. Mar. 13, 2015. <http://factfinder2.census.gov/>.

Street, pedestrians use the railroad bridge over the North Branch of the Winooski (despite this being illegal). Options for connecting the two lengths of the path were studied in 2002 by the city. Final plans for the segment between Taylor Street and Main Street are currently being developed, leaving only the 800-foot segment between the recreation center and Main Street unresolved (see Figure 1). In addition, an extension of the path south from Granite Street to Gallison Hill Road, approximately 1.6 miles long, has also been designed. Altogether, from Junction Road to Gallison Hill Road, the Montpelier shared-use path will be 3.7 miles long.

Sidewalks are missing on a portion of Taylor Street. This gap is identified as a high priority by the city and residents for improvement because Taylor Street connects the transit center, the Montpelier shared-use path, and the capitol complex (see Figure 8).

Bicyclists: Bicyclists primarily travel in the road in Montpelier. Because the Montpelier shared-use path does not connect through the downtown, it is less useful for bicyclists traveling cross-town. Beyond Gallison Hill Road to the south, buffered bike lanes and bike paths are in various phases of planning and design in Berlin and Barre. Connecting these regional bike facilities to provide a continuous bikeway between Barre and Montpelier would improve bicycling options in Montpelier and the Central Vermont region.

Other than the shared-use path, the city does not have a formal bike network, but the September 2014 draft of the *Montpelier in Motion* calls for bike lanes on:

- Barre Street from the recreation center to Main Street (removing some on-street parking).
- Main Street from Route 2 to just south of State Street.
- Taylor Street from the shared-use path to State Street (removing some on-street parking).

The remainder of Barre, Main, and State streets would be shared routes, designated with “Share the Road” signs and sharrows. A sharrow is a pavement marking indicating that bikes share the road with cars. Sharrows provide a visual path for bicyclists where there are no bike lanes and remind drivers that bikes are to be expected and can use the full travel lane.

Transit Riders: Montpelier has local, circulator, and commuter bus routes run by the Green Mountain Transit Agency, which is operated by the Chittenden County Transit Agency. The bus stop on Main Street just south of Barre Street in front of Shaws grocery store (see Figure 9) is a transfer location that currently accommodates six routes, including the Montpelier Circulator and local and commuter transit routes to Barre, Northfield, and Burlington.



Figure 6: The Montpelier shared-use path on Stone Cutters Way.



Figure 7: A bicyclist negotiates traffic on Barre Street near Main Street.

A new transit center for Montpelier, to be located on Taylor Street, is currently in final design. In addition to the transit center, the project, One Taylor Street, will include private development. Once built, the transit center will be the hub for transit connections in Montpelier. The Main Street location will likely remain as a bus stop, but transfers will occur at Taylor Street.

The area also includes local bus stops in front of the recreation center and senior center on Barre Street.

Intersection Conditions: The intersection of Barre and Main streets is unsignalized and bordered by numerous driveways, a railroad crossing, and bus stops. It has marked crosswalks on Main and Barre streets. Vehicles approaching the intersection from the east on Barre Street are delayed by the absence of adequate vehicle ‘gaps’ on Main Street that are created when motorists on Main Street stop for pedestrians crossing Main Street providing an opening for traffic on Barre Street to enter the intersection. The 2005 Downtown Circulation Study indicated the intersection’s level of service is F, meaning that it performs poorly for vehicles (level of service ratings are only for vehicles and not pedestrians or bikes). For a long-term improvement, the study recommended traffic signalization or a roundabout and suggested a feasibility study. The circulation study also included scenarios implementing the Capital District Master Plan, which represented a full build-out of commercial and state office space and the addition of a Barre Street extension. The new street would extend Barre Street west, across the North Branch, and connect Main Street and Taylor Street.

The intersection of Main, State, and East State streets is a signalized intersection that includes a phase that is only for pedestrian crossings. The Downtown Circulation Study indicated this intersection’s level of service is also F. The study recommended extending the right-turn lane on the State Street approach and prohibiting left turns on the southbound Main Street approach during peak periods. Pedestrians are delayed by the exclusive pedestrian phase and might be better served by crossing with cars when possible.

The focus site intersections are not identified as high-crash locations.

Railroad: The downtown is traversed by an active rail line owned by the Washington County Railroad, a private entity. The railroad right of way runs through the Barre Street and Main Street intersection and crosses Taylor Street, two of the Montpelier study sites. The track is used very infrequently; reportedly, approximately once a year a train traverses the area. A railroad employee will typically walk with the train through the downtown to make sure that people and cars are clear of the tracks.



Figure 8: Taylor Street, looking to State Street, at the One Taylor Street site (right).



Figure 9: The current transit hub on Main Street (near Barre Street).

Parking

Parking is a perennial topic of discussion in Montpelier. The state has approximately 2,600 employees in Montpelier and 2,000 parking spaces at its two locations (the capitol complex and National Life Building). During the legislative session, 180 legislators and an estimated 400 lobbyists and advocates also need parking. The state estimates that it is short by approximately 600 spaces for employees at the capitol and National Life complexes.³ To reduce employee stress related to finding parking and to meet the goals of the Vermont Energy Plan, the state has implemented programs to encourage employees to use alternatives to driving to work, including preferential parking for carpools, guaranteed ride home programs, and reduced transit fares.

The Montpelier Parking Advisory Committee surveyed residents, employees, downtown patrons, and employers in 2013. This survey is not a statistically valid sample, but it gauges perceptions of parking in Montpelier. Overall, the majority of respondents felt that parking in the downtown was in short supply. The most popular suggestions for improving parking included building a parking garage for general use, not providing priority parking for legislators and aides, and providing incentives for using other transportation options.

Stormwater and Flooding

A 2008 Vermont Agency of Natural Resources report noted impaired habitat, aesthetics, and recreational values in the North Branch watershed "...due to pathogens, turbidity, temperature, habitat alteration, and junk from urban stormwater runoff, a CSO [combined sewer overflow], rip-rapped banks, channelization and loss of riparian vegetation."⁴ In the downtown area, much of the riverfront is developed with surface parking lots with a narrow vegetative buffer.

Existing stormwater infrastructure in the downtown area is shown in Figure 12. The extent of parking areas and impervious surfaces along the riverfront in the downtown is shown in Figure 13. These diagrams show the river outfalls and the amount of impervious area draining directly into the river, creating water quality problems and contributing to periodic flooding of low-lying properties near the river, particularly parking areas and building basements.

³ Obuchowski, Mike, Commissioner, Vermont Department of Buildings and Grounds. "Memo to General Assembly." State of Vermont. Nov. 27, 2012.

⁴ Vermont Agency of Natural Resources, Watershed Management Division. *Basin 8 – Winooski River Watershed Water Quality and Habitat Assessment Report*. 2008. www.watershedmanagement.vt.gov.



Figure 10: Surface parking lots next to the river.



Figure 11: Heney parking lot, looking toward Elm Street.

Vermont is projected to experience more extreme precipitation events due to climate change, with annual precipitation increasing by as much as 30 percent. Vermont has experienced an increased frequency of damaging floods in recent years, and this situation is exacerbated by historical development in the floodplain and practices such as bank armoring, channelization, and berm construction that limit a river's access to its flood plain. These practices create more runoff, flooding, and damage to infrastructure and property.⁵ Adding green infrastructure to the downtown by converting some impervious areas to stormwater-absorbing landscaped space and widening the buffer next to the river could help decrease runoff and flooding.

⁵ Pealer, Sacha, and Gwen Dunnington. "Climate Change and Vermont's Waters." Climate Change Adaptation White Paper Series. Vermont Agency of Natural Resources. 2011. http://www.anr.state.vt.us/anr/climatechange/Pubs/AdaptationWP_ClimateChangeandWaterReources.pdf

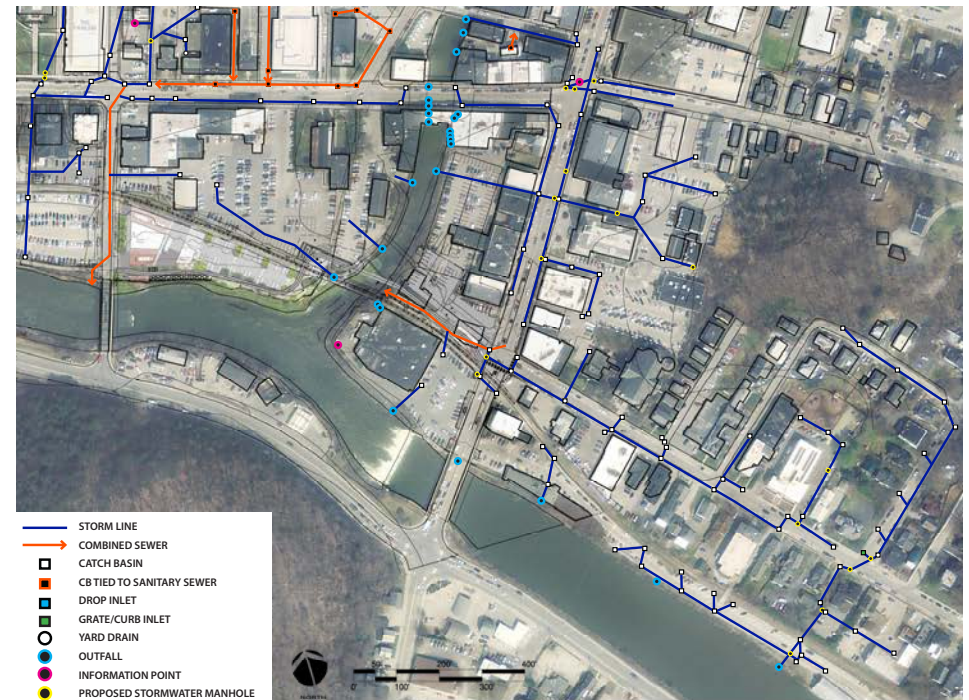


Figure 12: Existing stormwater infrastructure. Source: Vermont Department of Environmental Conservation Stormwater Mapping Project DRAFT 10/14.



Figure 13: Pervious (shown in green) and impervious areas in the downtown.

Public Workshop

The design team held a three-day public workshop in Montpelier on November 5-7, 2014. The workshop included a kick-off public event followed by four focus group sessions covering downtown and Barre Street stakeholders, stormwater, and natural environment, multimodal transportation, and design and placemaking.

The public and stakeholders provided feedback to the project team on the design options for the five sites:

1. Barre Street from the Recreation Center to Main Street

- Participants supported traffic-calming curb extensions with rain gardens at pedestrian crossings on Barre Street. Rain gardens (also known as bioretention or bioinfiltration cells) are shallow, vegetated basins that collect runoff from paved surfaces and allow it to soak naturally into the ground. Many participants wanted to know if green infrastructure approaches would work, especially given the region's clay soils. Technical staff in the environmental focus group replied that sample projects in the city, such as the porous pavers and bioretention in the parking lot of 133 State Street, were working well. The staff also said that green infrastructure techniques were the best approaches for reducing phosphorous, a pollutant of concern in the Lake Champlain Basin (which includes the Winooski River and Montpelier).
- Workshop participants supported a two-way, protected bikeway on one side of Barre Street to provide the central "missing link" of the Montpelier shared-use path. A protected bikeway, also known as a cycle track, is physically separated from motor vehicle traffic and distinct from the sidewalk. Some participants were concerned about the associated loss of 18 parking spaces, especially near the senior center where off-street parking is limited. Other participants felt that separating bicyclists from cars and pedestrians would relieve the stress of driving and parking on this sometimes crowded street. Focus group members recommended a more in-depth parking study to better understand current parking use. A consensus developed to run a pilot of the bikeway in the summer, when bicycling levels are highest and parking demand is lower (the legislative session runs from January through May). Participants also noted the bikeway could convert back to parking in winter or when parking demand is temporarily high, such as during a funeral at St. Augustine Parish. Participants generally agreed that traffic speed was a problem on Barre Street and that the pedestrian environment needed to be improved, especially since many older people and children cross the street to get between the senior center and the recreation center.



Figure 14: Focus group discussion of Greening Montpelier design options.

2. Barre Street and Main Street Intersection

- Participants strongly supported a roundabout at Barre and Main streets to calm and slow traffic, accommodate bike and pedestrian crossings, and create a gateway to the downtown. Technical members of the environment focus group suggested that adding a tank beneath the roundabout that would collect stormwater and reduce peak flows could ameliorate flooding and surcharging of the water treatment plant. Surcharging of the plant occurs when high volumes of stormwater flowing through combined storm and sewer lines flow into the plant, causing it to exceed its capacity and discharge untreated sewage and stormwater into the river.
- An extension of Barre Street across the North Branch of the Winooski River received mixed comments. Some people felt it would distribute traffic better and reduce congestion on Main Street, while others were concerned that it would encourage more driving in Montpelier.

3. Heney and Jacobs Parking Lots

- Participants strongly supported more green space, river access, and a natural river buffer that can help protect the area from flooding. Participants were interested in a festival street concept that connects into Elm Street, but some were concerned



Figure 15: Workshop design options reviewed by stakeholders.

about losing parking. This concept would need to include a strategy for replacing the lost parking spaces.

4. Taylor Street from the Winooski River to State Street

- Participants strongly supported sidewalks on both sides of the street with rain gardens and bioswales, and identified them as a project for early implementation.

5. State Street and Main Street Intersection

- Participants were interested in a mini-roundabout at State and Main streets and liked the additional green space and better pedestrian connection between Langdon Street and City Center plaza and building. More people questioned a roundabout at this location than at Barre and Main streets. Ultimately, the mini-roundabout was selected as a design option for this intersection because it had several advantages that addressed stakeholder concerns: it can be accommodated within the existing right of way; it allows more space for sidewalks and landscaping with the removal of turn lanes; and it would create less delay for drivers and pedestrians than the existing intersection.
- Participants strongly supported redesigning and reconfiguring space outside city hall to create a social gathering space on Main Street. Participants also liked the idea of making improvements to the alley between 28 and 30 Main Street (next to Capitol Copy), which would make it a more inviting walkway.



Figure 16: Public comment at the wrap-up presentation.

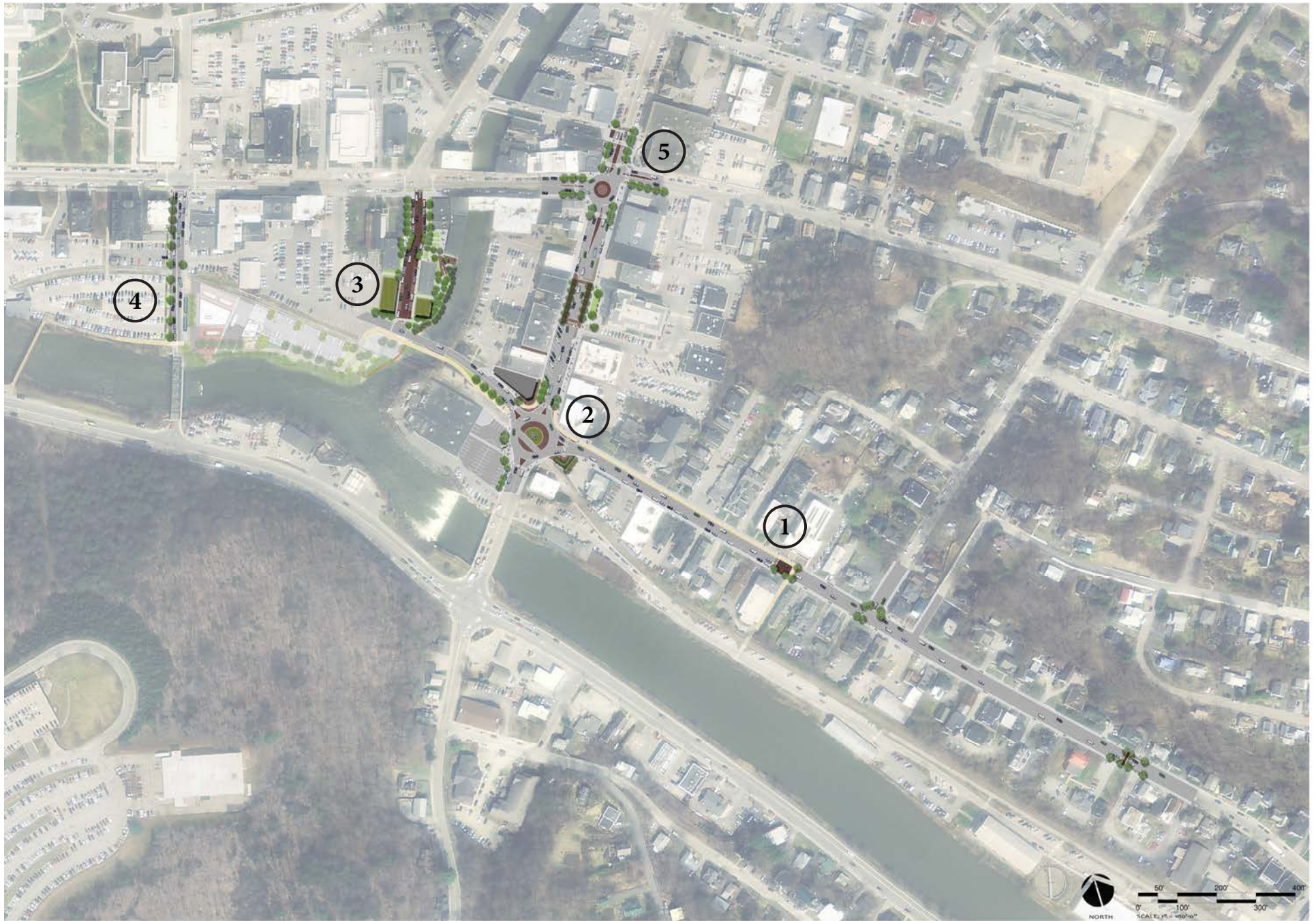


Figure 17: Overall concept illustrating how design options for the five focus sites fit together.

Design Options

1. Barre Street from the Recreation Center to Main Street

The design option for Barre Street (Figures 19 and 20) responds to the city's desire to provide the missing central section of the Montpelier shared-use path between the recreation center and Main Street (the path would continue across Main Street and the North Branch and eventually connect with the developed section of the path at Taylor Street). Because many stakeholders expressed concern about the speed of traffic on the street and the difficulty crossing the street, the design includes enhanced pedestrian crossings with landscaped curb extensions (also known as "bulb-outs"). These bulb-outs help calm traffic, shorten crossing distances, making the crossing and pedestrians more visible to drivers, and provide locations for rain gardens that intercept stormwater runoff along the street. Collectively, these improvements make the street safer and more pleasant for bicyclists and pedestrians traveling between the Main Street business district and the state capitol and the larger Barre Street area.

The design includes a protected bikeway (sometimes called a cycle track) along the north side of the street, where few driveway crossings would interfere with bicycle use. The protected bikeway could be on the street and physically separated from motor vehicles by a narrow buffer area and bollards. This design also separates bikes and pedestrians, which is an important consideration at this location because of the many seniors, children and disabled individuals visiting the senior center, child care center, church, and recreation center.

At the senior center and recreation center, the bikeway crosses Barre Street to connect with the developed segment of the path at Stone Cutters Way. This crossing is designed as a raised speed table that brings the street up to the level of the sidewalk and path at the crossing (Figure 18). This design also slows traffic and provides a safer crossing for bikes and pedestrians. With the recreation center and senior center directly opposite each other, the street in this area can be seen as a plaza-like space that is shared by pedestrians, bicyclists, and drivers. To set the crossing off visually from the roadway, and to alert drivers that they should slow down and expect bikes and pedestrians, the raised crossing incorporates special paving and signage. The raised crossing would incorporate gradual slopes that allow transit vehicles, emergency vehicles, and trucks to safely pass. A similar design approach can be used at other crossing locations further east on Barre Street (Figures 21 and 22) to make pedestrian crossings safer and more pleasant for the entire length of Barre Street.

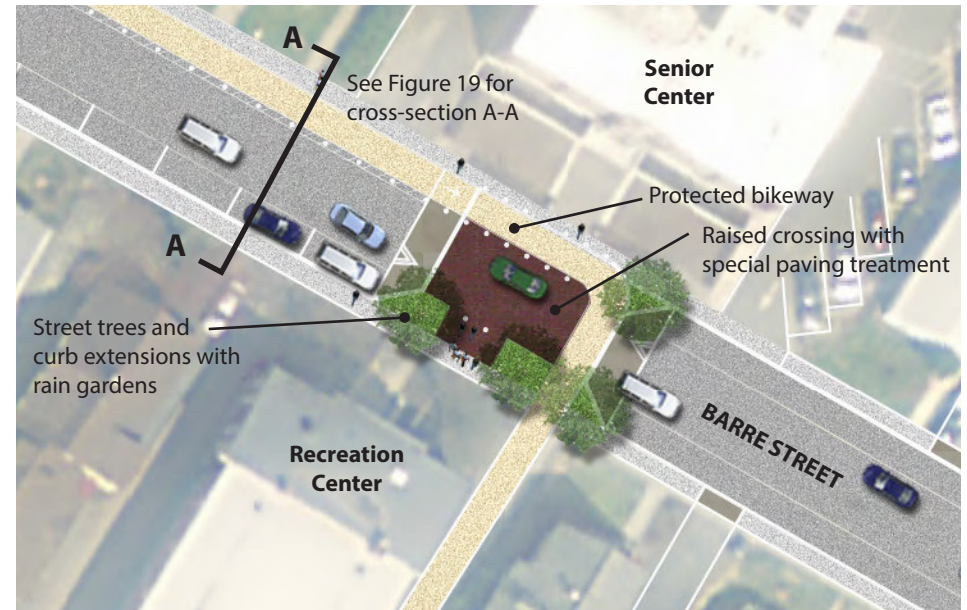


Figure 18: Detail of Barre Street design option at the recreation center, showing the protected bikeway and raised crossing.

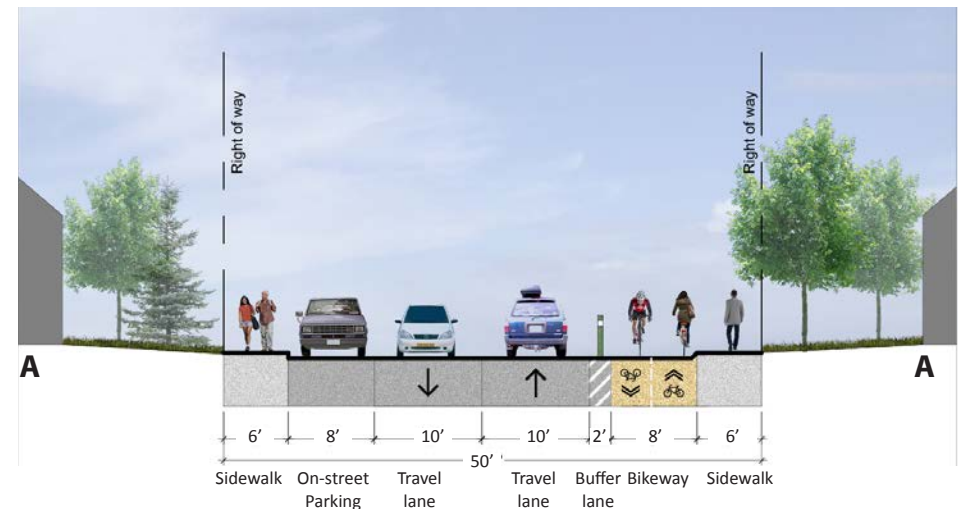


Figure 19: Section through Barre Street with protected bikeway.



Figure 20: Design option for Barre Street.

Implementation of the protected bikeway could be initially tested as a pilot project during the summer. Design workshop participants suggested that the bikeway could be managed seasonally to use the street space fully and to alleviate concerns about losing parking spaces. In the summer, the bikeway would be in place. In the winter, the bollards would be removed, and the space would be used for on-street parking. With this shared arrangement, bicyclists use the space during warmer months (May to November) when bicycling demand is highest and when parking demands are lower as the state legislature is not in session. The pilot should be evaluated after bicyclists have had the chance to adjust their travel patterns and once the path segment between Main Street and Taylor Street is completed to get the best indication of usage. If the bikeway is successful, it can be made permanent, and the city can explore options for replacing any lost parking.



Figure 21: Plan for a typical enhanced pedestrian crossing with curb extensions and rain gardens.

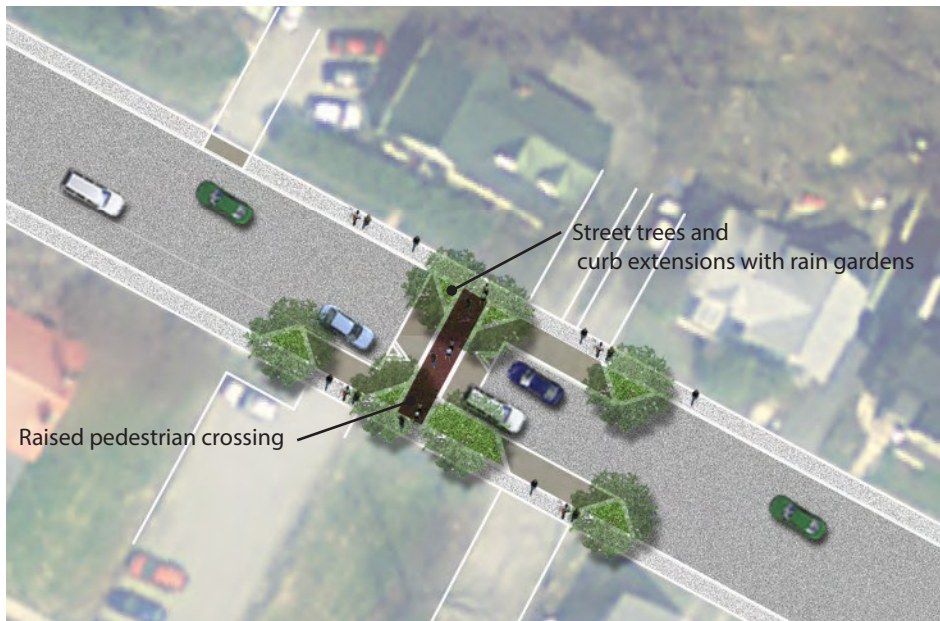


Figure 22: Plan for a typical enhanced mid-block crossing with curb extensions and rain gardens.

Design Example: Indianapolis Cultural Trail

The Indianapolis Cultural Trail is an 8-mile bike and pedestrian path that connects neighborhoods with the capital city's cultural districts and entertainment attractions. The trail has been a driver for new commercial and residential developments that have grown up along its traverse of the downtown.

As the name implies, the trail connects major cultural and entertainment venues. The path is an attractive public space with special paving, stormwater-absorbing landscaping, and public art.

"Before the path arrived, Indianapolis didn't have much of a mainstream bike scene—just streets designed to improve traffic flow. Now, children and the elderly have joined the spandex swarms of longtime cycling enthusiasts. The pathway has connected people with the places they want to go and encouraged physical activity in a state with the eighth-highest obesity rate in the country."⁶

⁶ Simmons, Andrew. "In Indianapolis, a Bike Path to Progress." *New York Times*. Mar. 4, 2014.



Figure 23: The Indianapolis Cultural Trail links downtown destinations along a linear park with rain gardens. Photo courtesy of city of Indianapolis.



Figure 24: Current conditions on Barre Street at the recreation and senior center.



Figure 25: Design option for Barre Street with a protected bikeway, mid-block crossing and rain gardens.

2. Barre and Main Intersection

During the public workshop, stakeholders strongly preferred a single-lane roundabout at Barre and Main streets. A roundabout at this location could provide a visual and physical gateway to the downtown district that slows traffic and signals the entrance to a slow-speed, pedestrian-oriented district, as several stakeholders desired. Pedestrians need cross only one lane of traffic at a time because pedestrian islands separate travel lanes at each crossing. Vehicles going through the roundabout slow down, which creates a less intimidating environment for pedestrians. Eliminating turn lanes leading up to the roundabout narrows the crossing distances and creates space for other uses, including landscaping and additional on-street parking, which local business people and residents wanted. A single-lane roundabout (in combination with a mini-roundabout) has been built in downtown Manchester, Vermont, and has been a success (see page 26).

Accommodating the roundabout would require the city to negotiate with adjacent property owners. The city plans to remove the M & M Beverage building (redemption center) and construct a building next to the current site that would accommodate the redemption center with other uses. A conceptual design for this building has been developed. The preliminary design for the building would need to be modified slightly to fit a roundabout and sidewalk at this intersection. The dry cleaners building on the southeast corner is a small drop-off facility that could be relocated within a storefront. This property would be needed to accommodate the roundabout.

With the roundabout, bicyclists have the option to ride with traffic, which is slower and would be compatible with more experienced bicyclists. Less experienced riders can use the roundabout like a pedestrian. The design option provides wider



Figure 26: Design option for a roundabout at the intersection of Barre Street and Main Street.

bicyclists using the Montpelier shared-use path. Special paving treatment, such as colored, textured concrete or pavers, can be used to visually connect the path through the intersection, as the city wanted.

Sidewalks and improved pedestrian crossings circumscribe the roundabout. The design option provides wider sidewalks in front of the grocery store and connecting to the transit stop on Main Street. The entry to Shaws grocery store is maintained with an entrance off the roundabout, and the exit to Main Street remains in its current location south of the roundabout. In addition, a pedestrian walkway from the sidewalk to the entrance of the grocery store could be added (by the store owner, if desired).

In addition to wider sidewalks, eliminating the turn lanes allows more places for green infrastructure such as porous paving, street trees, and rain gardens. For instance, on the southeast side of the roundabout, a small pocket park with trees, benches, and a rain garden could be added. The center of the roundabout could include a rain garden to collect runoff and public art to create a more distinctive gateway to the downtown, as many workshop participants desired. Participants in the stormwater and natural environment focus group suggested placing a tank below the roundabout that would capture and store runoff, slowly releasing it into the sewer system. The tank would reduce peak flows that drain into the river while allowing sediment and solids to settle out of the stormwater, thereby improving water quality and reducing peak storm flows that create flooding along the river.

Eliminating the turn lanes also allows more diagonal parking spaces on Main Street, which was a very popular idea with local business owners who attended the workshop. These new parking spaces could be "back-in" parking spaces, which are safer for bicyclists because drivers can see them better when pulling out of a parking space. This location would be a good place to do a pilot of back-in parking because the traffic is slow.

The design option accommodates the existing rail line, and does not interfere with the infrequent use of the line.

The roundabout configuration anticipates the extension of Barre Street across Main Street. Initially, this extension of Barre Street would serve parking behind Main Street and a parking garage that has been planned for this location. Over the long term, the extension of Barre Street would extend over the North Branch to connect to the shared

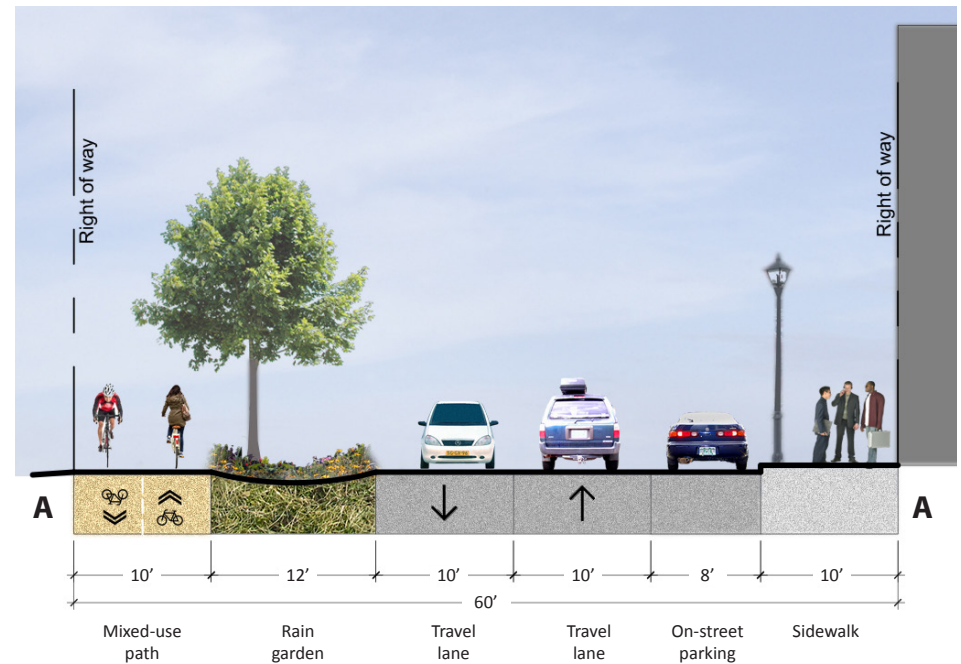


Figure 27: Section through Barre Street extension with the Montpelier path.

street on the Jacobs and Heney lots (see the description of the Heney and Jacobs parking lots design option). A single lane roundabout has been built in downtown Manchester, Vermont, and has been a success (see page 26).

Just north of the intersection is an alley at 28 Main Street that could be designed to be more inviting for pedestrian use, as several stakeholders wanted, through better paving, creative lighting, and perhaps public art. In summer, some café tables could be added to the space.



Figure 28: Current conditions at the intersection of Barre Street and Main Street.



Figure 29: Design option for the intersection of Barre Street and Main Street with a roundabout.

3. Heney and Jacobs Parking Lots

The Heney and Jacobs lots occupy a prime location at the center of the downtown and at the confluence of the north and main branches of the Winooski River. The community strongly supported embracing the river, providing public access to it and adding green space in an area that is currently dominated by paving. The design option for this area provides river access, public space, and additional green space. The parking lots could be converted to a “festival street” sometimes called a “shared street” that is designed to be flexible to accommodate a variety of functions and activities, such as seasonal markets, street fairs, or café seating near the river. With a minor modification at its intersection with State Street and a connection to the Barre Street extension, the shared street can be integrated into the downtown circulation network. In addition to better distributing downtown traffic, this improvement could also allow the opportu-

nity, over time, to provide access to infill development on adjoining parking lots in this area.

A festival street is designed without curbs, changes in grade, lanes, sidewalks, and other conventional street design mechanisms that separate pedestrians, bicycles, and cars. Festival streets have flush curbs and are often paved with unit pavers to create the feeling of a pedestrian space. All transportation modes are mixed in a slow-speed environment. In the summer, for example, the street could be used for outdoor café seating, farmers markets, food trucks, and special events. In the winter, the street could be used primarily for parking.

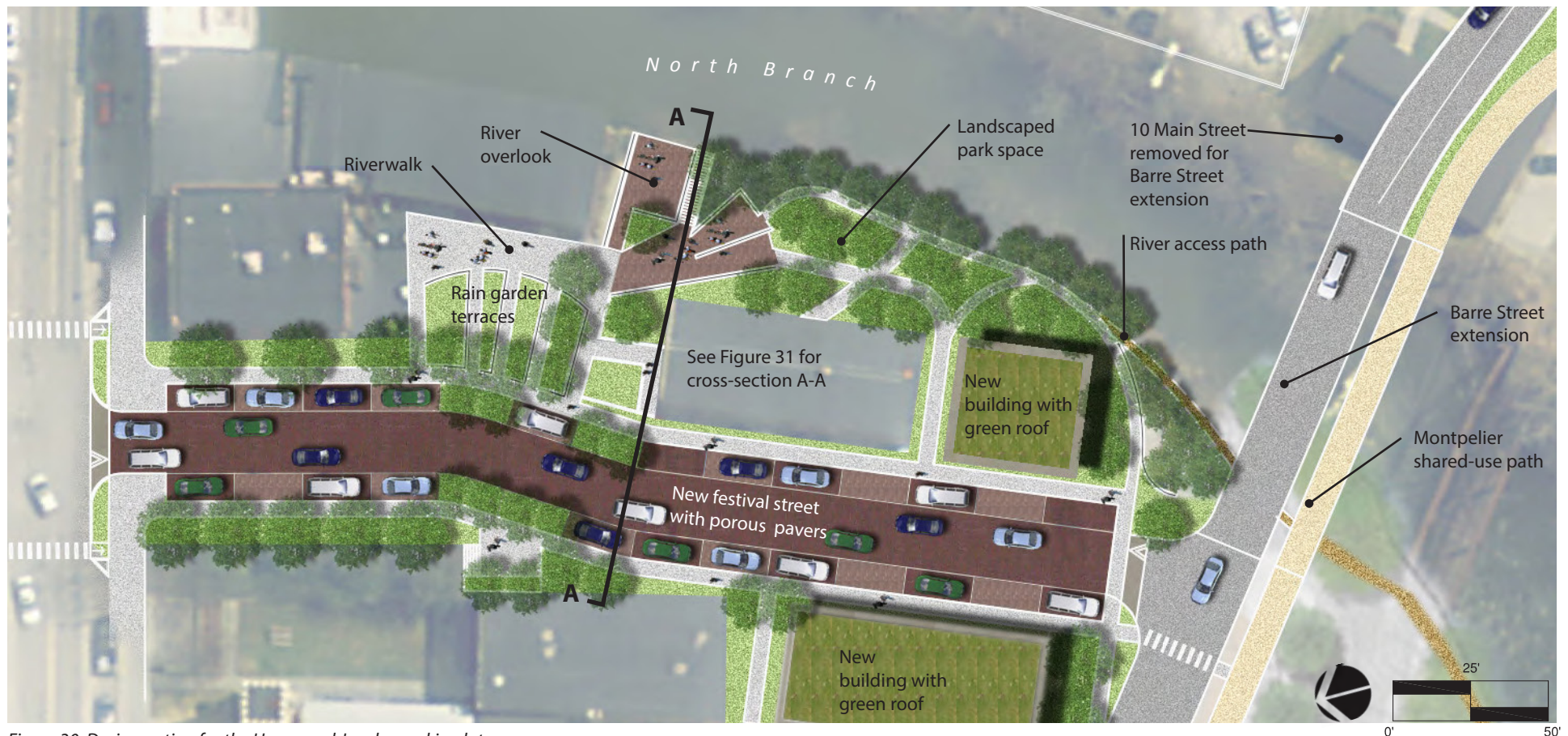


Figure 30: Design option for the Heney and Jacobs parking lots.



Figure 31: Section through the festival street and North Branch of the Winooski River during a special event.

The extension of Barre Street would provide a more robust downtown street network that could better distribute traffic, potentially alleviating some demand on the State and Main intersection and supporting new infill development in the downtown. Many communities are finding that downtown housing is in high demand, particularly for the millennial generation (18 to 30 years of age), empty-nesters, and retiring baby boomers. Montpelier has the added market of lawmakers as well. More downtown housing in Montpelier, where many uses and activities are within an easy walking distance, would support a more economically and environmentally sustainable city. The current plan to replace the redemption center building would accommodate the extension of Barre Street. In addition, the extension of Barre Street to serve the parking behind Main Street would require removal of the city-owned building at 10 Main Street (shown in Figure 30).

The festival street is designed as a narrow, two-lane, two-way street with parallel parking on both sides. It has no curbs, but paving patterns delineate zones for parking, walking, and driving. Trees provide a canopy of shade over the street. The parking zone can use porous pavers that allow stormwater infiltration.

The design option envisions space along the riverfront being converted to a park with a riverwalk pedestrian promenade, a series of landscaped rain garden terraces, and an overlook at the location of a remnant building foundation, with adjoining stairs providing access to the river. A pedestrian promenade that connects with the Montpelier shared-use path would be constructed along the riverfront. The combination of the river walk, green spaces, and flexible public space that can accommodate special events and downtown gatherings could provide an exciting new focal point that integrates the river into downtown Montpelier.



Figure 32: Current conditions of the Heney and Jacobs lots.



Figure 33: Design option for the Heney and Jacobs lots transformed into a festival street with rain gardens.

4. Taylor Street from the Winooski River to State Street

Taylor Street is a key street in the downtown network for pedestrians and bicyclists. It is one block from the state capitol and the center of the downtown and will be the site of One Taylor Street, a new mixed-use transit center currently in design. It also crosses and is close to the Winooski River. Workshop participants wanted to improve the pedestrian experience along Taylor Street, which has no sidewalks on either side of the street for most of its length. Taylor Street is also a major entrance to the Montpelier shared-use path. The design option for Taylor Street provides sidewalks along both sides of the street connecting to the transit center and the shared-use path, separated from the street by street trees and rain gardens. The travel lanes could be marked with sharrows to indicate that this street is also a bikeway.

A state-owned parking lot is on the west side of the street and has several curb cuts into individual driveways. Representatives from the state were concerned that removing these driveways would require reconfiguring the parking lot circulation and losing too many parking stalls. Therefore, the design option retains the driveways, but the sidewalk would remain at its elevated grade going across the driveways, rather than ramping down to the driveway level. This design is safer for pedestrians, as the sidewalk remains level and drivers sense that they are crossing a sidewalk and must slow down and proceed with caution.

A trailhead with wayfinding signs, benches, and landscaping is at the entry to the Montpelier shared-use path to help visitors and path users navigate downtown Montpelier and destinations along the path. In addition to maps, directions to downtown businesses that cater to the needs of bicyclists (e.g., sports equipment shops and restaurants) would make this a welcoming place for visitors and bicyclists on longer journeys, such as those using the Cross Vermont Trail.

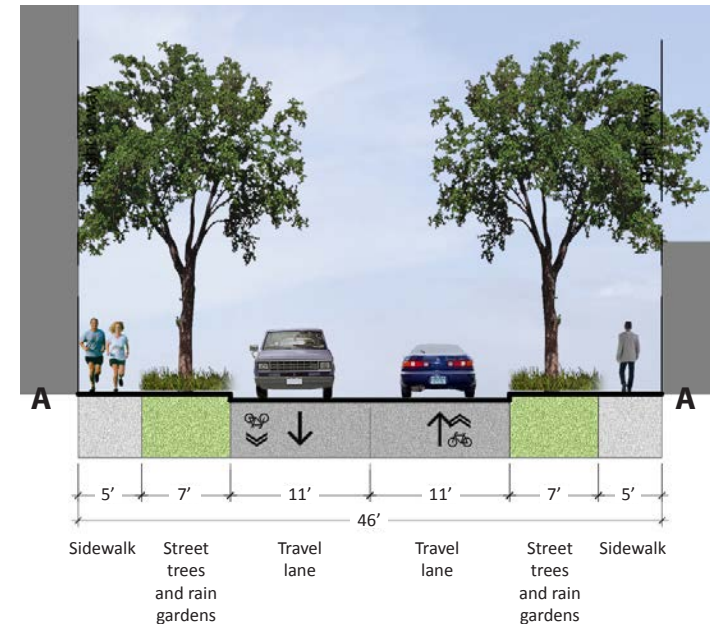


Figure 34: Section through Taylor Street with sidewalks and rain gardens.

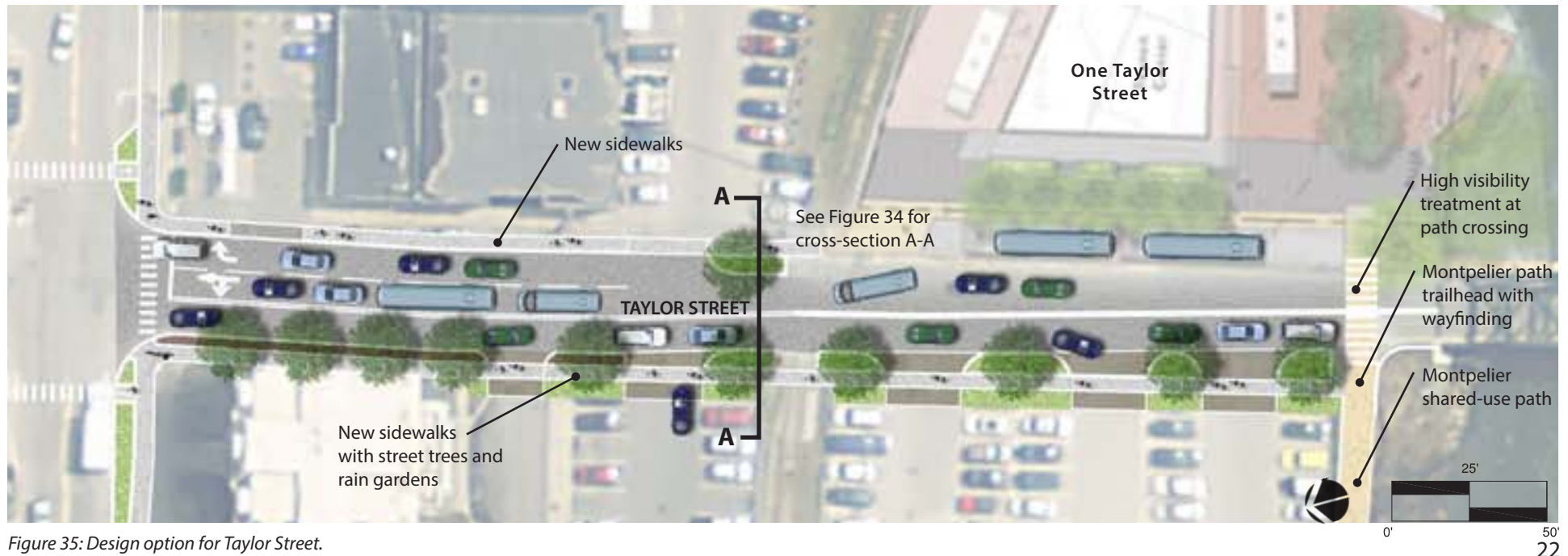


Figure 35: Design option for Taylor Street.



Figure 36: Current conditions on Taylor Street.



Figures 37: Design option for Taylor Street with sidewalks, "sharrows," street trees, and rain gardens.

5. State Street and Main Street Intersection

The design option for the intersection of State Street and Main Street is to reconfigure the intersection using a single-lane mini-roundabout. Almost all workshop participants voiced irritation about this intersection not really working for anyone—vehicles, pedestrians, or bicyclists—because of the complicated signal timing that creates long delays for everyone. The mini-roundabout can fix this problem by allowing a slow and steady flow of traffic. The slower traffic would be more compatible with bicyclists and pedestrians. Pedestrians would have shorter crossing distances because refuge islands in the middle of the street would allow them to wait to cross the next lane of slow-moving traffic. The additional space gained by converting turn lanes to the roundabout configuration allows wider sidewalks and landscaping, including street trees and rain gardens in the curb extensions that capture runoff from the sidewalk and street. Workshop participants liked the additional pedestrian zone at Langdon Street and around the intersection (with the elimination of turn lanes), but some worried this arrangement might cause even longer delays at the intersection.

Elements of the streetscape, such as the center of the roundabout and pedestrian islands, could incorporate porous paving materials, such as unit pavers, to infiltrate more stormwater. The outer ring of the roundabout would have a rolled curb to allow larger trucks and emergency vehicles to mount it if necessary.

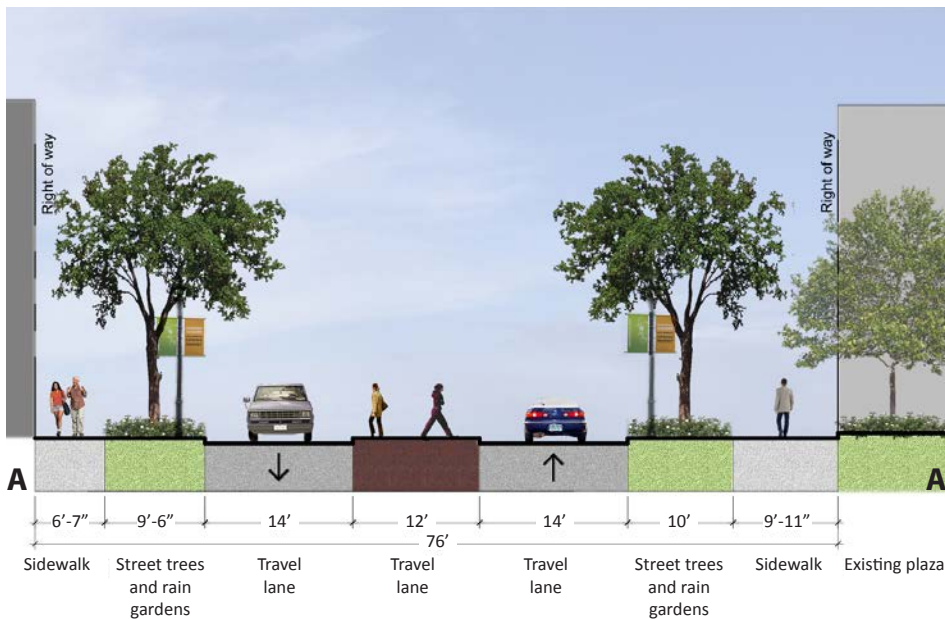


Figure 38: Section through Main Street at the mini-roundabout.

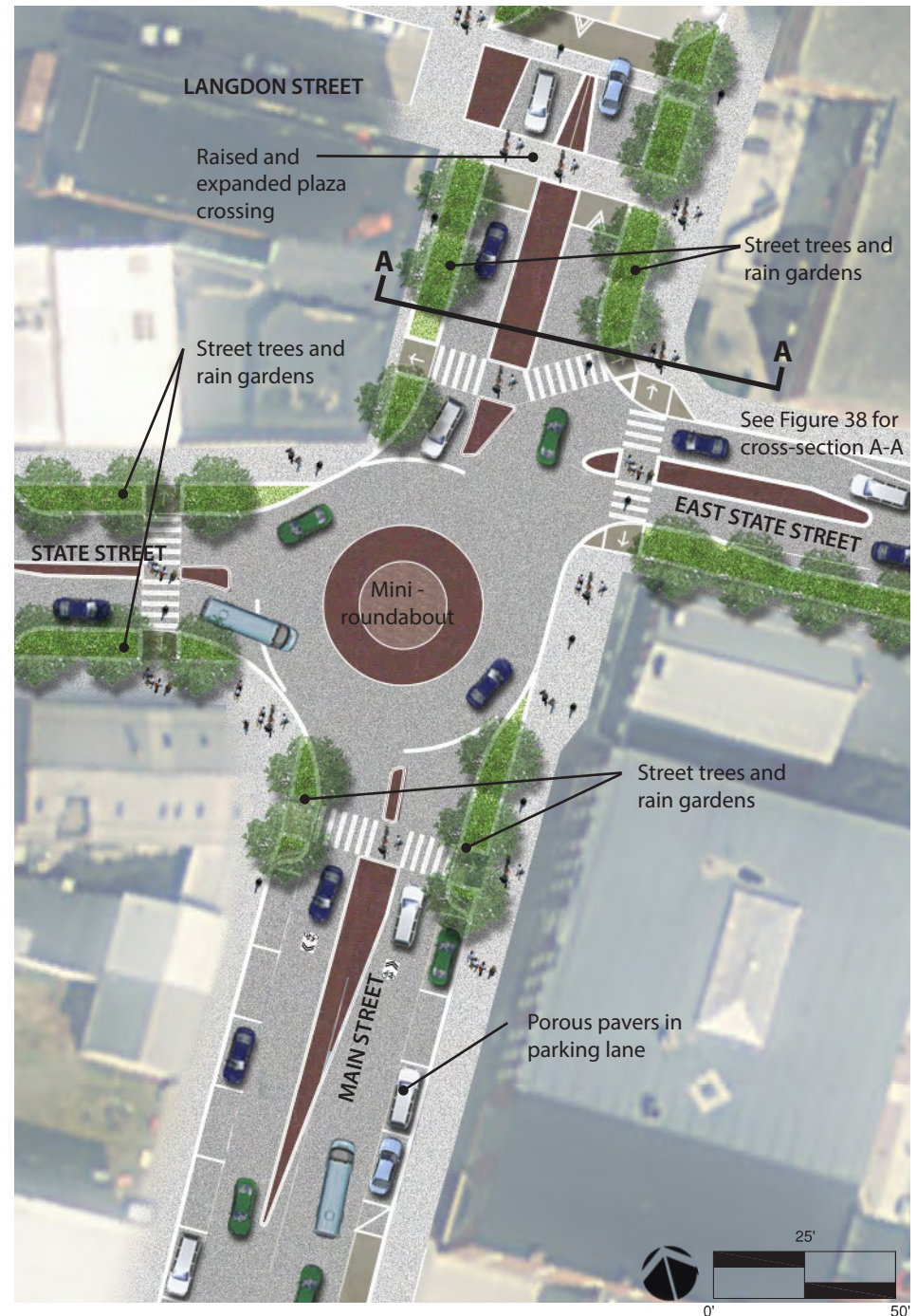


Figure 39: Design option for the State Street and Main Street intersection.

Bikes have the option of riding in the roundabout in the flow of slow-moving traffic or crossing the roundabout like a pedestrian. Main Street would have shared lanes marked with sharrows. Streetscape and public space improvements at the intersection of Langdon Street and in front of the city hall (see Figures 45 and 46) also make the street more pedestrian and bicycle-friendly.

At the intersection with Langdon Street, Main Street would be raised to eliminate curbs and create the sense of a pedestrian plaza linking Langdon Street with the existing plaza at the Vermont Center on the south side of Main Street. This raised crossing would make crossings safer and easier for pedestrians and serve as a gateway to the downtown from the north.



Figure 40: Current conditions at the intersection of State Street and Main Street.



Figure 41: Design option for a mini-roundabout at the intersection of State Street and Main Street.

Design Example: Manchester Roundabouts

Long nicknamed “Malfunction Junction,” the intersection of Routes 30/11 and 7A in downtown Manchester, Vermont, was a notorious traffic choke-point going back to the horse-and-buggy era. A pair of roundabouts including a single-lane and mini- were built in 2013 at this complex intersection at the heart of Manchester’s village center. The roundabouts have relieved congestion while calming and slowing traffic at the center of town where large numbers of shoppers on foot patronize Manchester’s outlet shops and other attractions. The two roundabouts are separated by approximately 150 feet and work together to manage traffic through this historic village center.

The roundabout design included improved sidewalks, enhanced crosswalks, and pavers, railing details, landscaping, and lighting that complement the historic New England character of Manchester’s downtown district. The roundabout design allowed additional space for streetscape amenities and made it easier for pedestrians to cross this intersection.



Figure 42: Single-lane (left) and mini- (right) roundabouts in Manchester, Vermont. Photo courtesy of Stantec.



Figure 43: Mini-roundabout in Manchester. Photo courtesy of Stantec.

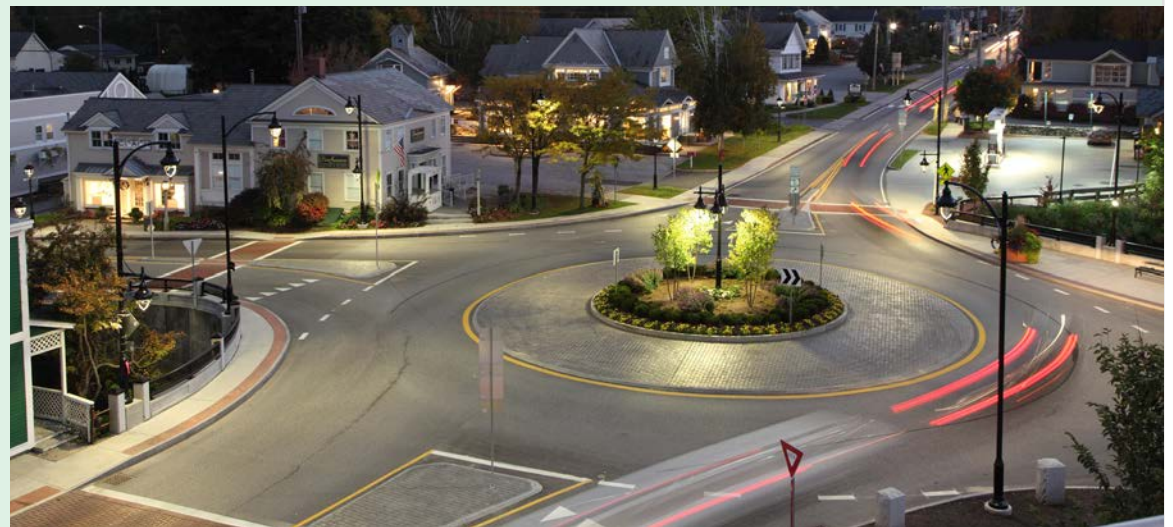


Figure 44: Single-lane roundabout with enhanced pedestrian crossings, landscaping and lighting. Photo courtesy of Stantec.

Main Street at City Hall

Downtown stakeholders asked the design team for ideas to improve the area in front of city hall to be a more attractive gathering space. They felt that the existing plaza space was not very inviting, as it is dominated by hard paving and is a busy mid-block crossing. In response, the team developed a design option that includes more green space, trees, and wider sidewalks. At this location, the grade of Main Street could be raised to eliminate curbs along the city hall frontage and to create the sense of an extended pedestrian plaza in front of city hall. Wider sidewalks are created here by converting the parking lane on both sides of the street. Currently, city hall has no parking spaces in front, just a striped-out asphalt area. On the opposite side of the street are four parallel parking spaces that could be replaced with the diagonal spaces that would be created if the turning lane were eliminated as part of the roundabout design at the Barre Street intersection (see Figure 26). The plaza in front of city hall could be improved with more landscaping, including rain gardens, and seating. More street trees could be planted on both sides of the street to better define the space and provide shade. The mid-block crossing would be safer with raised street space, textured or colored pedestrian crossings, street trees, and rain garden planters that would all combine to cue drivers to slow down and watch for pedestrians.

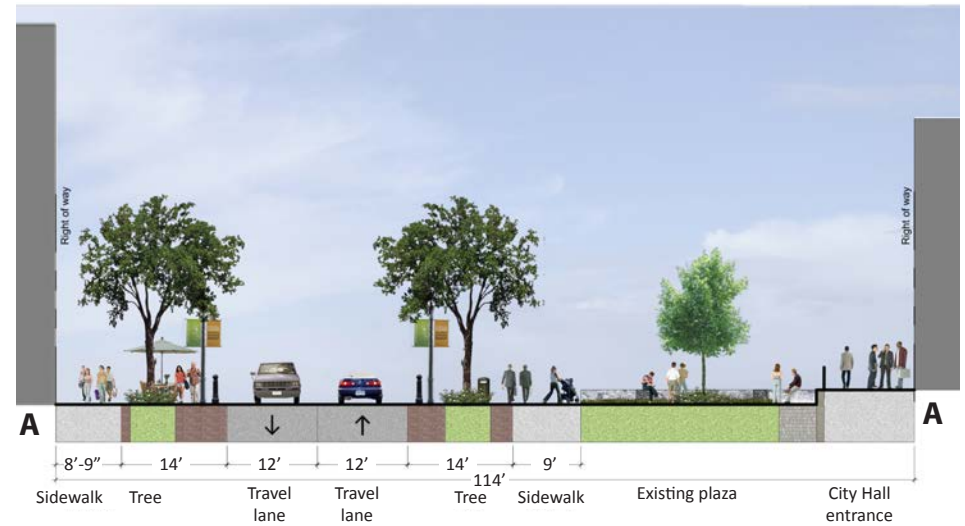


Figure 45: Section through Main Street at Montpelier city hall.

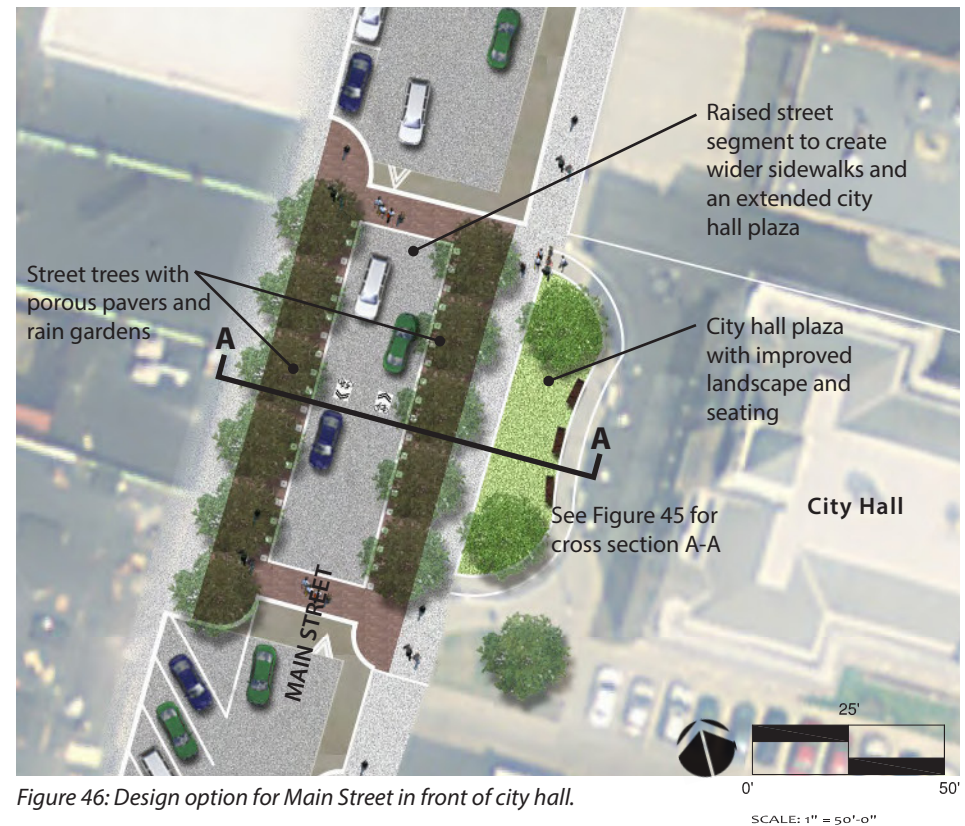


Figure 46: Design option for Main Street in front of city hall.

Next Steps

The design options in this report are a set of capital improvements that could create a greener and more attractive downtown district. The options vary in complexity and cost, and some could be implemented independently, while others depend on other improvements being done first. The team identified specific implementation steps the city could undertake in the near-, mid-, and long-range time frames if it chooses to implement these options, as well as potential funding sources.

Near Term (2015)

Near-term steps focus on actions that can be taken in a short time frame (about six months).

- **Pursue funding for Taylor Street sidewalks and green infrastructure.** Sidewalks on Taylor Street should be implemented, if possible, in tandem with construction of the transit center, which is being funded by the Federal Transit Administration (FTA). FTA funding can be spent on bicycle and pedestrian improvements that connect with transit stations and stops. Specifically, it can be used for pedestrian improvements within half a mile and bicycle improvements within 3 miles of a station or stop. If construction of the transit center costs less than expected, the city and FTA can explore whether remaining funds could be used to pay for sidewalks and other streetscape improvements on Taylor Street. In addition, this project might be a candidate for Transportation Alternatives money. The stormwater landscape elements of the project might be covered through the Downtown Transportation Fund of the Transportation Alternatives grant program, and additional funding for these elements might be available through the Vermont Department of Environmental Conservation or Agency of Natural Resources.
- **Pursue funding for a design and engineering study for the intersection of Barre and Main streets.** After getting community agreement that a roundabout is the preferred solution to the intersection, the next step in implementing improvements is conducting more detailed engineering and design studies of the roundabout and identifying costs associated with construction and purchase of the right of way, including the dry cleaners property. The study could also examine the possibility of having an underground tank to reduce stormwater flows.
- **Provide input on the Greening Montpelier design options to the Stormwater Master Plan process.** The city of Montpelier will be developing a citywide stormwater management plan beginning in 2015. Projects identified in the Greening America's Capitals design options should be included in the master plan. The stormwater master plan could provide design standards for "green street" treatments, such as bioretention planters, stormwater curb extensions, and rain gardens.

- **Plan for a pilot of the two-way protected bikeway.** A more detailed plan for the implementation of the protected bikeway pilot should be developed. The plan would include identifying needed materials such as bollards and signage and an enhanced crosswalk at the path connection through the recreation center. Public outreach and a survey of on-street parking use are other tasks that could help the pilot effort. The two-way protected bikeway pilot could be run in the summer. The Barre Street section would link to a future section of the path from Main Street to Taylor Street that is being funded by the Federal Highway Administration (funding is being spent on acquisition of right of way, design, and construction).
- **Pursue funding for enhanced pedestrian crossings on Barre Street.** Due to the many pedestrians on Barre Street, enhancements to the pedestrian environment should be prioritized, including enhancement of the existing crossings with speed table crossings, landscaped curb extensions, and pavement markings. These improvements could be locally funded or packaged with sidewalk improvements to Barre Street through the Transportation Alternatives program.

Mid-Term (2016-2018)

- **Conduct a design and engineering study for State and Main streets.** The first step in this process might be for city staff and perhaps other interested stakeholders to take a field trip to Manchester, Vermont, to observe the mini- and single-lane roundabouts at Routes 7A and 30/11. This is a complex, irregular intersection at the center of the downtown that has high vehicle and pedestrian traffic because of the surrounding outlet shops. The field trip might help interested stakeholders and the City Council envision how roundabouts can work in a pedestrian-oriented historic village center setting. Following the field trip, the city could conduct the design and engineering study for the intersection.
- **Develop plans for City Hall Park.** The City could develop more detailed design plans and a cost estimate for the city hall park as a first step. Once a plan and cost is developed, funding options can be identified. Funding for enhancement of downtowns, main streets, incorporating green infrastructure, and local fundraising might be a good fit for a project like this.
- **Prepare a downtown parking and management plan.** Loss of parking spaces is a challenge for implementing some design options. Investigating options for expanded parking in the downtown and/or in satellite lots and improved management and use of existing downtown parking could be undertaken in the mid-term time frame.

- **Conduct a design and engineering study for the Barre Street extension.** In conjunction with the downtown parking and management plan, the city could undertake an engineering study to evaluate the potential extension of Barre Street to serve the parking area behind Main Street and potentially cross the river and extend to Taylor Street. The Barre Street extension is a key component in supporting downtown development and better distributing traffic in the downtown.

Long Term (2019 and Beyond)

- **Develop plans for river access and the festival street at the Heney and Jacobs lots.** The festival street would provide an attractive gathering place near the river. Redevelopment of these lots depends on the lost parking spaces being replaced elsewhere in the downtown.

Funding Sources

Potential sources of funding for the design options described in the report include:

Federal Sources

Federal Highway Administration Programs

- **Congestion Mitigation and Air Quality Program:** This program supports transportation projects or programs that will improve air quality and relieve congestion. Funds can be used for new or expanded transportation projects or programs that reduce emissions, including capital investments in transportation infrastructure, congestion relief efforts, operating assistance for new transit services, travel demand management strategies, traffic flow improvement programs that reduce emissions, and bicycle/pedestrian paths. www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance.
- **Surface Transportation Program:** This program provides flexible funding that states and localities can use for projects to preserve and improve the conditions and performance on any federal-aid highway (Main Street is Vermont State Route 12), bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects including intercity bus terminals. www.fhwa.dot.gov/map21/guidance/guidestprev.cfm.
- **Recreational Trails Program:** This program provides funds to states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses, including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling,

all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. www.fhwa.dot.gov/environment/recreational_trails/index.cfm.

U.S. Environmental Protection Agency

To see current grants available from EPA, visit www.epa.gov/ogd/competition/open_awards.htm. EPA offers a Grants 101 Tutorial to help communities and others understand the grant process at epa.gov/ogd/training/resources_for_communities/epa_grants_101.htm.

If brownfield sites are involved, EPA has several programs to help eligible entities assess, remediate, and restore brownfield sites to productive use and revitalize neighborhoods, including:

- **Assessment Grant Program:** These grants provide funding to inventory, characterize, assess, and conduct planning and community involvement related to brownfield sites. Grants are for up to \$200,000 to address sites contaminated by hazardous substances and up to \$200,000 to address sites contaminated by petroleum. http://www.epa.gov/brownfields/assessment_grants.htm.
- **Area-Wide Planning Grant Program:** These grants provide funding of up to \$200,000 to conduct research, technical assistance, and training that will result in an area-wide plan and implementation strategy for key brownfield sites, which will help inform the assessment, cleanup, and reuse of brownfields and promote area-wide revitalization. Funding is directed to specific areas, such as a neighborhood, downtown district, local commercial corridor, or city block, affected by a single large or multiple brownfield sites. www.epa.gov/brownfields/areawide_grants.htm.
- **Revolving Loan Fund Grant Program:** These grants of up to \$1,000,000 provide funding to capitalize a revolving loan fund. Revolving loan funds can be used to provide no-interest or low-interest loans and subgrants for cleanup activities at brownfield sites and require a 20 percent cost share on the initial grant award. www.epa.gov/brownfields/rlfst.htm.
- **Cleanup Grant Program:** These grants provide funding for recipients for cleanup activities at brownfield sites that they own. Sites can be contaminated by hazardous substances and/or petroleum. Grants are up to \$200,000 per site and require a 20 percent cost share. www.epa.gov/brownfields/cleanup_grants.htm.
- **Targeted Brownfields Assessments:** These assessments are conducted by an EPA contractor; services include site assessments, cleanup options, cost estimates, and community outreach. Sites for this program are selected regionally once a year. Services are for an average of \$100,000. www.epa.gov/region1/brownfields/programs/targeted.htm.

To address water quality and green infrastructure opportunities, EPA has several programs to help eligible entities assess properties, carry out projects that incorporate best management practices, and provide outreach and education, including:

- **Nonpoint Source Grants:** Under section 319 of the Clean Water Act, states receive grant money to support a wide variety of activities to reduce nonpoint source pollution. States provide grants to local organizations and governments to carry out projects that reduce sources of nonpoint pollution through best management practices, outreach and education, and new approaches to improve water quality. These grant monies cannot fund activities currently required in a permit. Each state publishes an annual request for proposals for local projects.
- **EPA Urban Waters Small Grants:** EPA's Urban Waters Program supports communities in their efforts to access, improve, and benefit from their urban waters and the surrounding land. The program funds research, investigations, experiments, training, surveys, studies, and demonstrations that will advance the restoration of urban waters by improving water quality through activities that also support community revitalization and other local priorities. EPA is one of the four convening agencies for the Urban Waters Federal Partnership and maintains a website, hosts conference calls, and sponsors an annual Urban Waters Workshop. www.urbanwaters.gov.
- **State Revolving Loan Funds:** Stormwater infrastructure projects could be eligible for loans under the state revolving loan fund program. The Clean Water State Revolving Fund Program funds a broad range of projects, from traditional wastewater systems and nonpoint source pollution control to estuary management and projects focusing on water quality. EPA awards funds to states based on a formula. Additionally, state match funds (equal to 20 percent of the federal capitalization grants), state revolving fund loan repayments, interest earnings, and bond proceeds also fund the state's wastewater infrastructure needs.

Ten percent of each capitalization grant must be used toward a "green project reserve" to fund green projects. Eligible projects can fall into four categories: energy efficiency, water efficiency, green infrastructure, or environmentally innovative projects.
- **Lake Champlain Basin Program (LCBP):** The Lake Champlain Basin Program works in partnership with government agencies from New York, Vermont, and Québec; private organizations; local communities; and individuals to coordinate and fund efforts that benefit the Lake Champlain Basin's water quality, fisheries, wetlands, wildlife, recreation, and cultural resources. The LCBP provides grants to governments and organizations for research and demonstration projects, and education and outreach efforts that further these objectives. Many projects have

been funded in the Winooski Watershed. Core funding for the LCBP is through the EPA. www.lcbp.org.

State Sources

Vermont Agency of Natural Resources

- **Clean Water State Revolving Loan Fund:** This fund provides loans to municipalities for planning, design, and construction of water infrastructure including stormwater treatment and green infrastructure. Planning and design loans are zero interest loans that range from 5 to 15 year terms, and construction loans are 2 percent loans that may be repaid for up to 20 years. www.anr.state.vt.us/dec/fed/financial/docs/Final%20-%20CWSRF.pdf.

Vermont Department of Environmental Conservation

- **Nonpoint Source Grants:** Awarded by the EPA, the Department of Environmental Conservation makes these federal grant funds available on a competitive basis to eligible applicants. Funds are to be used to implement projects that will control, manage, and reduce water pollution from certain priority nonpoint source discharges.

Eligible types of nonpoint source management and implementation activities fall into five general categories:

1. **Demonstration:** Projects that accelerate the adoption of new or innovative nonpoint source controls or technology.
2. **Watershed resource restoration:** Projects that protect and restore wetlands, rivers and streams, lakes and ponds, riparian areas, and related aquatic habitats.
3. **Technical or financial assistance:** Projects that provide assistance (e.g., project development, training, technology transfer) with the implementation of nonpoint source pollution controls.
4. **Monitoring:** Projects that assess the effect of nonpoint source implementation projects on surface or ground water.
5. **Watershed-based planning:** In the absence of a watershed restoration plan, efforts that produce a local watershed plan containing, but not limited to, the nine required components designed to reduce nonpoint source pollutant loadings contributing to water quality impairments.

Ineligible types of activities include financial assistance to individuals, nonpoint source research or general assessment or baseline watershed monitoring, in-lake treatment (e.g., sediment removal, alum treatment, aquatic plant treatment, aeration), and stormwater controls specifically required by a federal stormwater

permit. When the department makes these grant funds available, the maximum amount is usually \$45,000. www.watershedmanagement.vt.gov/grants.htm.

- **Ecosystem Restoration Program:** Grants awarded under this program are intended to restore and protect rivers, streams, lakes, ponds, and wetlands from unregulated nonpoint source runoff and erosion containing nutrient (e.g., phosphorus and nitrogen) and sediment pollution. The program strongly favors eligible projects that are identified in Tactical Basin Plans and associated river corridor plans or stormwater master plans. Vermont municipalities, regional organizations, nonprofit associations, citizens groups, and state agencies are eligible to receive grants. Individuals, for-profit entities, and federal agencies are not eligible to receive funds directly, but can partner with an eligible project sponsor. Grant amounts vary but typically are between \$10,000 and \$75,000. www.watershedmanagement.vt.gov/erp.htm.

Vermont Department of Fish and Wildlife

- **Vermont Watershed Grants Program:** This program funds projects that contribute to the protection, restoration, and enjoyment of waters. Half of the proceeds from sales of the Vermont Conservation License Plate help fund the program. The Vermont Department of Fish and Wildlife distributes the money for local and regional water-related projects throughout the state. Watershed grants can go towards projects that:
 - Protect or restore fish and wildlife habitats.
 - Protect or restore water quality and shorelines.
 - Monitor fish and wildlife populations and/or water quality.
 - Reduce phosphorus or nitrogen loading and sedimentation.
 - Enhance recreational use and enjoyment of a watershed.
 - Educate people about watershed resources.
 - Identify and protect historic and cultural resources.

Municipalities, local or regional governmental agencies, nonprofit organizations, and citizens groups are eligible to receive watershed grants for work on public or private lands. Individuals and state and federal agencies are not eligible to receive funds directly, but can be partners on a project. Grants are typically up to \$15,000. www.watershedmanagement.vt.gov/lakes/htm/lp_watershedgrants.htm.

Agency of Commerce and Community Development

- **Downtown Transportation Fund Grant Program:** This program is intended for projects that revitalize public space; stimulate public investment; and create a sense of place, identity, and pride in Vermont downtowns. One of the goals for local Vermont downtown organizations is to capitalize on the downtown's assets,

inspiration, and potential, ultimately creating good public spaces that will promote healthy communities and create a distinctive first impression of the downtown. The grant is a financing tool that helps municipalities pay for transportation-related capital improvements within or serving a Designated Downtown District. Past projects included parking facilities, pedestrian and streetscape improvements, and utility relocation. Established in 1999 and currently funded at \$400,000 annually, the program is one of the primary benefits of the Vermont Downtown Program. The applicant must be a "Designated Downtown," which Montpelier's is, and the capital improvements must be in or serving the downtown district. The maximum grant award is \$100,000 with a required 50 percent cash or in-kind match. accd.vermont.gov/strong_communities/opportunities/funding/downtown_transportation_fund.

Local Sources

- **City of Montpelier Capital Improvements Budget:** The city's annual budget includes funds for maintenance of the town's infrastructure including streets, sidewalks, and stormwater utilities. Some funding from the city's budget might be available to contribute toward the design options in this report.
- **Montpelier Downtown Improvement District:** Montpelier has a Downtown Improvement District, which collects funds from downtown property owners for holiday lighting and decorations and community arts grants that promote the downtown. District funds have been used for benches and landscape improvements. DID funds are limited; \$42,000 was raised last year.
- **Tax Increment Financing:** Tax increment financing districts are available in Vermont as a public infrastructure financing tool. Generally, a tax increment financing district is established by a municipality around an area that requires public infrastructure to encourage public and private property development or redevelopment. The property taxes generated by the property values at the time the district was created continue to go to the taxing entities (municipality and state). Currently, state statute prohibits the creation of any further tax increment financing districts in Vermont, but they might be available in the future.

Non-Profit Sources

- **Lake Champlain and Tributaries Restoration Fund.** Established in 2009 as part of a settlement agreement between Central Vermont Public Service Corporation (CVPS) and the Vermont Agency of Natural Resources (ANR), this fund would be a potential source of funds for river buffer restoration and water quality and habitat improvement projects along the Winooski River. Grants typically range from \$5,000 to \$25,000 and require a 50 percent match. www.vermontcf.org/Nonprofits/AvailableGrants/LakeChamplainandTributariesRestorationFund.aspx





America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

William Fraser,
City Manager

Jessie Baker
Assistant City Manager

FOR IMMEDIATE RELEASE

June 19, 2015

William Fraser, City Manager

The Vermont Supreme Court released today its decision on procedural issues (attached) relating to the termination of former Planning & Development Director Gwendolyn Hallsmith. The Court affirmed the Superior Court decision that Ms. Hallsmith is entitled to a new administrative hearing on the merits of her case.

The City is currently reviewing the decision in detail. Although disappointed in the procedural outcome, the City looks forward to promptly conducting a full hearing on the merits and remains confident that just cause exists for the termination action.

The City will make no additional comment at this time.

JUN 19 2015

ENTRY ORDER

2015 VT 83

SUPREME COURT DOCKET NO. 2014-346

DECEMBER TERM, 2014

Gwendolyn Hallsmith

v.

City of Montpelier, William Fraser and Jessie Baker

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APPEALED FROM:

Superior Court, Washington Unit,
Civil Division

DOCKET NO. 32-1-14 Wncv

In the above-entitled cause, the Clerk will enter:

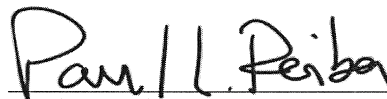
Affirmed.

FOR THE COURT:

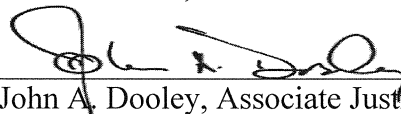


Beth Robinson, Associate Justice

Concurring:



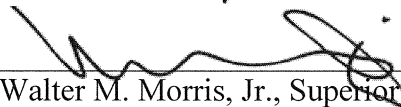
Paul L. Reiber, Chief Justice



John A. Dooley, Associate Justice



Harold E. Eaton, Jr., Associate Justice



Walter M. Morris, Jr., Superior Judge (Ret.),
Specially Assigned

NOTICE: This opinion is subject to motions for reargument under V.R.A.P. 40 as well as formal revision before publication in the Vermont Reports. Readers are requested to notify the Reporter of Decisions by email at: JUD.Reporter@state.vt.us or by mail at: Vermont Supreme Court, 109 State Street, Montpelier, Vermont 05609-0801, of any errors in order that corrections may be made before this opinion goes to press.

2015 VT 83

No. 2014-346

VERMONT SUPREME COURT
FILED IN CLERK'S OFFICE

JUN 19 2015

Gwendolyn Hallsmith

v.

City of Montpelier, William Fraser and Jessie Baker

Supreme Court

On Appeal from
Superior Court, Washington Unit,
Civil Division

December Term, 2014

Helen M. Toor, J.

Norman R. Blais, Burlington, for Petitioner-Appellee.

Bernard D. Lambek of Zalinger Cameron & Lambek, P.C., Montpelier, for
Respondents-Appellants.

PRESENT: Reiber, C.J., Dooley, Robinson and Eaton, JJ., and Morris, Supr. J. (Ret.),
Specially Assigned

¶ 1. **ROBINSON, J.** This appeal calls upon us to determine whether a post-termination judicial remedy, in the form of a breach-of-contract action or a Vermont Rule of Civil Procedure 75 petition, is sufficient to satisfy the due-process rights of an employee whose employment is protected by a “for cause” requirement and who is terminated by a municipal employer following pre-termination proceedings that do not by themselves satisfy due process. Appellee Gwendolyn Hallsmith petitioned for Rule 75 relief, arguing that the City of Montpelier failed to provide her sufficient due-process protections in terminating her employment. The trial court agreed and ordered the City to provide a new post-termination grievance hearing that fully satisfies her due-process rights. We affirm.

¶ 2. The following facts are uncontested.¹ Hallsmith was the planning and community development director for the City of Montpelier. Her employment was protected by a “justifiable cause” provision in the City’s personnel plan. In November 2013, City Manager William Fraser placed Hallsmith on paid administrative leave, and sent a letter to her indicating that he was contemplating firing her under the City’s personnel plan.² In the letter, the city manager described various acts of unprofessional behavior and insubordination, damage to relationships with key individuals and governing bodies within city government, and inappropriate use of City resources. He asserted that these acts were grounds for disciplinary action under the City’s personnel plan, and offered to meet with Hallsmith to consider any response she wanted to make. Hallsmith, accompanied by counsel, met with the city manager and argued her case. Following that meeting, the city manager dismissed Hallsmith from employment with the City.

¶ 3. Hallsmith timely filed a grievance pursuant to the personnel plan, which provides for review of disciplinary action. The parties agreed, and continue to agree now, that Hallsmith was a public employee with a contractual right to continue in employment absent just cause to dismiss, and that the City bears the burden of showing just cause to dismiss her. The review procedure outlined in the personnel plan provides that the grievance hearing shall be before the city manager or the city manager’s designee; that “[t]he method and manner of conducting [the] hearing . . . shall be at the discretion of the City Manager”; that the employee “has the right to be represented by counsel and to present any material, witnesses or evidence helpful to the employee’s case”; and that “the administration has similar rights.” The city manager designated Jessie Baker, the assistant city manager, to serve as hearing officer.

¹ The trial court granted Hallsmith’s Rule 75 motion on the basis of written pleadings by the parties and the record of the proceedings before the City.

² The City Charter authorizes the City to adopt a personnel plan. 24 App. V.S.A. chap. 5, § 907.

¶ 4. Hallsmith objected to the assistant city manager's appointment as hearing officer, pointing out that the assistant city manager reported directly to the city manager and had been personally involved in the events leading up to Hallsmith's termination. Under these circumstances, Hallsmith believed that the assistant city manager could not be an impartial adjudicator. Hallsmith also objected to many of the procedural rules for the hearing, arguing that they violated her due-process rights. Among other things, she objected to the rules of evidence that were applied in the proceeding and the denial of her right to cross-examine witnesses.

¶ 5. At the hearing, the city attorney was present for the stated purpose of advising the assistant city manager in her adjudicative capacity rather than to represent the city manager or the City's interest. Nevertheless, the city attorney questioned Hallsmith and her witnesses extensively. Hallsmith was not permitted to cross-examine the city manager, the City's only witness. The assistant city manager upheld the City's termination decision.

¶ 6. Hallsmith subsequently filed a Rule 75 petition in the trial court,³ seeking reinstatement to her position, reimbursement for lost compensation, and other remedies.⁴ In her petition, Hallsmith contested the merits of her termination, arguing that the City's decision to terminate her employment was not supported by sufficient evidence of justifiable cause, and that the hearing officer's decision to uphold the termination was not supported by the evidence and applied the wrong legal standard. She also raised a due-process challenge to the post-termination hearing procedures. In particular, she argued that the assistant city manager was not an impartial decisionmaker and that the procedures in the grievance hearing did not satisfy her due-process rights. She specifically objected to reliance on hearsay evidence which she asserted was

³ Hallsmith filed an initial petition that focused on the merits of the City's termination decision but did not expressly raise the due-process claim. She subsequently filed a motion to amend her petition to include a due-process claim and a claim that the city manager lacked the legal authority to terminate her. Over the City's objections, the trial court granted these motions to amend.

⁴ In her petition, Hallsmith named the City, the city manager, and the assistant city manager as defendants. We refer to the defendants collectively as "the City."

“excessive” and “unreliable”; to the ban on cross-examination by Hallsmith, contrasted with “vigorous and extensive cross-examination” by the city attorney; and to the city attorney’s “dual and conflicting roles as advisory to the hearing officer and presenter of the City’s case against Hallsmith.”⁵

¶ 7. In response, the City filed a motion to dismiss the due-process claim, arguing that Hallsmith got all the process that was due. The City did not argue that the post-termination grievance hearing was constitutionally adequate. Instead, its sole argument was that the pre-termination Loudermill meeting, combined with the availability of a post-termination judicial remedy—a Rule 75 petition challenging governmental action or a common-law action for breach of contract—satisfied due process. The City argued that Hallsmith was not entitled to a post-termination administrative hearing at all, and so any flaws in the grievance hearing were irrelevant.⁶ On the merits, the City argued that there was credible evidence establishing justifiable cause for the assistant city manager’s decision to sustain the City’s firing of Hallsmith.

¶ 8. The trial court rejected the City’s argument that the availability of a post-termination judicial remedy in the form of a Rule 75 petition or a breach-of-contract action satisfied due process. The court relied heavily on Baird v. Board of Education, 389 F.3d 685, 692-93 (7th Cir. 2004), in which the United States Court of Appeals for the Seventh Circuit concluded that a state breach-of-contract action did not provide adequate due process to protect the rights of a school superintendent whose pre-termination hearing fell short of due-process

⁵ Hallsmith also argued that under 24 V.S.A. § 4448(a), only the city council had the authority to terminate her employment. The trial court rejected this argument, pointing to more specific language in the city charter that specifically assigned to the city manager the authority to hire and fire the zoning administrator. The authority of the city manager to terminate Hallsmith’s employment is not at issue in this appeal.

⁶ The City maintained this position even before the grievance hearing took place, writing to Hallsmith on two occasions that the City “[did] not consider the grievance procedure to be a required remedy that must be ‘exhausted’ prior to any court action. In short, you would not waive any legal rights or remedies you may otherwise have if you were to choose not to pursue the grievance procedure.”

requirements. The trial court distinguished a Second Circuit decision holding that judicial review similar to the Rule 75 review in this case was sufficient in lieu of a post-termination administrative hearing. See Locurto v. Safir, 264 F.3d 154, 173-75 (2d Cir. 2001). The trial court granted the Rule 75 petition and ordered the City “to provide Hallsmith a new grievance hearing that fully satisfies Hallsmith’s due process rights, including her rights to confront adverse witnesses and to an impartial adjudicator.”⁷ The City appeals.

¶ 9. The essential facts concerning the proceedings below, as opposed to the merits of the City’s termination of Hallsmith, are not in dispute. “We review questions of law, including whether the requirements of due process have been satisfied, de novo.” In re New Cingular Wireless PCS, LLC, 2012 VT 46, ¶ 11, 192 Vt. 20, 54 A.3d 141.

¶ 10. The Fourteenth Amendment provides that no state shall “deprive any person of life, liberty, or property, without due process of law.” U.S. Const. amend. XIV, § 1. To show a violation of procedural due process, an individual must (1) identify a protected property right, (2) show that the state or a state actor has deprived the individual of that right; and (3) show that the deprivation was effected without due process. Local 342, Long Island Pub. Serv. Emps. v. Town Bd. of Huntington, 31 F.3d 1191, 1194 (2d Cir. 1994).

¶ 11. Here, the first two elements are uncontested. Hallsmith had a property right in continued employment by the City because the city’s personnel plan (adopted under the city charter, which is incorporated into state law, 24 App. V.S.A. chap. 5, § 907) granted her tenure in office unless “justifiable cause” existed to dismiss her. See Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 538 (1985) (“Property interests are not created by the Constitution, ‘they are created and their dimensions are defined by existing rules or understandings that stem

⁷ With respect to Hallsmith’s claim for lost wages and reinstatement, the trial court noted that Hallsmith did not bring a breach-of-contract action or seek relief under 42 U.S.C. § 1983, and that proving the due-process violation does not demonstrate that the City lacked justifiable cause for the termination. For that reason, the court concluded that the appropriate remedy was a new post-termination grievance hearing that fully complies with due process.

from an independent source such as state law.’ ” (quoting Bd. of Regents v. Roth, 408 U.S. 564, 577 (1976))). Hallsmith’s firing by the City therefore constitutes a deprivation of a property right.

¶ 12. This appeal deals exclusively with the third prong: whether the deprivation was effected without due process of law. Morrissey v. Brewer, 408 U.S. 471, 481 (1972) (“Once it is determined that due process applies, the question remains what process is due.”). “The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner.” Mathews v. Eldridge, 424 U.S. 319, 333 (1976) (quotation omitted). The “essential principle” of the Due Process Clause is that the government, before effecting a deprivation of a “constitutionally protected property interest,” is required to furnish “notice and opportunity for [a] hearing appropriate to the nature of the case.” Loudermill, 470 U.S. at 542 (quotations omitted). “[D]ue process is flexible and calls for such procedural protections as the particular situation demands.” Mathews, 424 U.S. at 334 (quoting Morrissey, 408 U.S. at 481).

¶ 13. In the context of termination of a tenured public employee’s employment, the U.S. Supreme Court has held that, given the government’s interest in quickly removing an unsatisfactory employee, due process may be satisfied by a combination of a pre-termination opportunity to respond, coupled with more extensive post-termination procedures. Loudermill, 470 U.S. at 546-47. The Court explained that because “[d]ismissals for cause will often involve factual disputes,” having “some opportunity for the employee to present [his or her] side of the case is . . . of obvious value in reaching an accurate decision.” Id. at 543. Affording such an opportunity mitigates the risk of error. Id. at 545-46. The governmental interest in immediate termination does not outweigh these interests. Id. at 546. These pre-termination procedures need not be elaborate. An acceptable pre-termination procedure will consist of “oral or written notice of the charges,” an “explanation of the employer’s evidence,” and an opportunity for the employee to present the employee’s own side of the story. Id.

¶ 14. The Loudermill Court explained that “‘something less’ than a full evidentiary hearing” was acceptable at the pre-termination stage because a state statute applicable in that case provided a right to “a full administrative hearing and judicial review” post-termination. Id. at 545 (quoting Mathews, 424 U.S. at 343). The Court held that when such post-termination remedies are available to “definitively resolve the propriety of the discharge,” the pre-termination process may be merely an “an initial check against mistaken decisions.” Id. at 545-46. Loudermill did not directly speak to the requirements of a “full post-termination hearing,” noting only that due process “requires provision of a hearing ‘at a meaningful time.’ ” Id. at 546-47 (quoting Armstrong v. Manzo, 380 U.S. 545, 552 (1965)).

¶ 15. Hallsmith does not challenge the adequacy of the pre-termination hearing in this case, which took place when Hallsmith and the city manager met before Hallsmith was fired. The fact that the pre-termination process was minimal, however, is relevant because the degree of post-termination process required is linked to the degree of pre-termination process offered. See id. at 545 (stating that the minimally acceptable degree of “formality and procedural requisites” at pre-termination hearing “depend[s] upon . . . the nature of the subsequent proceedings” (emphasis added) (quotation omitted)). “The general rule is that the less the predeprivation process, the greater must be the post-deprivation process.” Cassim v. Bowen, 824 F.2d 791, 798 (9th Cir. 1987). If only a summary pre-termination hearing is conducted, “due process requires that a discharged employee’s post-termination hearing be substantially more ‘meaningful.’ ” Mitchell v. Fankhauser, 375 F.3d 477, 480 (6th Cir. 2004) (quoting Carter v. W. Reserve Psychiatric Habilitation Ctr., 767 F.2d 270, 273 (6th Cir. 1985)).

¶ 16. On the other hand, if the pre-termination hearing features the full range of protections required by due process, then the pre-termination hearing may be all the process that is due, with no post-termination hearing required. Baird, 389 F.3d at 692 (holding that “when the only available post-termination remedy is the opportunity to bring a state breach of contract

suit, the pre-termination hearing ... must fully satisfy the due process requirements of confrontation and cross-examination in addition to the minimal Loudermill requirements of notice and an opportunity to be heard”).

¶ 17. In this case, because the pre-termination hearing was of the more minimal Loudermill variety, Hallsmith was undoubtedly entitled to a more complete post-termination process. The question is whether the availability of a breach-of-contract action or a Rule 75 petition in the trial court is sufficient to satisfy this due-process requirement.⁸ We note that the City does not argue that the availability of a judicial remedy in this case is sufficient to salvage a post-termination administrative remedy that might otherwise fall short. Instead, the City urges us to hold that regardless of the availability of a post-termination administrative remedy, recourse to the courts alone provides sufficient post-termination due-process protections in a case like this.

¶ 18. The U.S. Supreme Court has held in some contexts that a judicial post-deprivation remedy is sufficient to satisfy due process. Lujan v. G & G Fire Sprinklers, Inc., 532 U.S. 189, 195-99 (2001) (holding that availability of post-deprivation breach-of-contract claim satisfied government contractor’s right to due process). But in Lujan, the Court distinguished the property right at issue in that case—a claim for payment under a government contract—from various property rights to which individuals have a present entitlement, such as the right “to exercise ownership dominion over real or personal property, or to pursue a gainful occupation.” Id. at 195-96. If anything, the Lujan decision suggests that in a case like this, involving protected employment rights, a post-deprivation judicial remedy alone is not sufficient.

¶ 19. We conclude that the availability of post-termination judicial remedies, as opposed to an administrative remedy, does not satisfy due process in a case in which a full administrative hearing does not occur pre-termination. We reach this conclusion for several

⁸ Vermont Rule of Civil Procedure 75 provides for review of governmental action or failure to act that is not reviewable pursuant to Rule 74 and is otherwise reviewable by law.

reasons. First, the burdens of persuasion and proof in a breach-of-contract action or a Rule 75 petition place the onus on the terminated employee. Both parties agree in this case that the burden of proving “justifiable cause” to support the City’s termination of Hallsmith fell to the City. Cf. In re Grievance of Merrill, 151 Vt. 270, 276, 559 A.2d 651, 654 (1988) (“The burden rests upon the State, as the employer, to justify the dismissal of an employee by a preponderance of the evidence.”). Yet in an action for breach of contract or wrongful termination, the plaintiff bears the burden of proving a breach by a preponderance of the evidence. See Lambert v. Equinox House, Inc., 126 Vt. 229, 231-32, 227 A.2d 403, 404-05 (1967) (approving jury instruction allocating burden of proving terms and plaintiff’s compliance with contract to plaintiff, and rejecting instruction that plaintiff is presumed to have performed under contract and the burden of proving just cause to terminate fell to the employer).

¶ 20. Likewise, in a Rule 75 action, the trial court is in the position of an appellate court in reviewing administrative agency decisions. Garbitelli v. Town of Brookfield, 2011 VT 122, ¶ 7, 191 Vt. 76, 38 A.3d 1133. The court’s review “is normally limited to answering legal questions raised by the factual record developed in the administrative proceeding” and determining “whether there is any competent evidence to justify the adjudication.” Id. ¶ 6 (quotation omitted).⁹ Treating either a breach-of-contract claim or a Rule 75 petition as adequate post-termination process in the absence of any post-termination administrative review would effectively shift the burden of proof from the City to the terminated employee.

¶ 21. Second, post-termination judicial review often provides less timely relief than administrative proceedings. Among the “fundamental requirement[s] of due process is the

⁹ Rule 75 does recognize a jury-trial right, and gives the trial court discretion to take evidence. V.R.C.P. 75(d) & Reporter’s Note. Courts invoke this authority in “very limited circumstance[s].” Garbitelli, 2011 VT 122, ¶ 8. In the far more typical case, “Rule 75 places the lower court in the position of an appellate court in reviewing administrative agency decisions, which typically does not entitle plaintiffs to de novo review,” and the trial court admits evidence only where the administrative record is “unavailable or incomplete” and more information is required to “establish facts necessary for the trial court’s review.” Id. ¶¶ 7-8.

opportunity to be heard at a meaningful time.” Mathews, 424 U.S. at 333 (quotation omitted). In concluding that a more modest pre-termination process passed constitutional muster, the U.S. Supreme Court relied on the availability of a more extensive hearing “at a meaningful time.” Loudermill, 470 U.S. at 546-47. Although the Court did not establish a bright-line rule for what delay would be excessive, id. (nine-month adjudication is not “unconstitutionally lengthy per se”), it did establish the timeliness of the post-deprivation procedure as a constitutionally significant factor. An adequate post-termination administrative remedy can generally be furnished more rapidly than a judicial remedy. See Baird, 389 F.3d at 692 (noting that “a lawsuit does not satisfy the requirement of promptness, which is essential if the employee is to pursue time-sensitive remedies such as reinstatement”).

¶ 22. Moreover, under the argument that the City advances, trial courts would not sit in review of an administrative judgment concerning termination of an employee, but rather would become the factfinders in the first instance. This would risk transforming “our [trial] courts [into] hearing officers for municipalities.” In re Williams, 154 Vt. 318, 320, 577 A.2d 686, 687 (1989). In Williams, we struck down as unconstitutional a statute that required a trial court to hold a hearing on misconduct charges against a police officer facing dismissal, and to certify its findings to the municipal legislative body. While the facts and legal issues in that case are distinguishable from this one, our decision in that case reflects a reluctance to insert the courts into municipal personnel decisions, and a preference for simply reviewing those decisions once made.

¶ 23. Finally, the City’s position is inconsistent with the logic of Loudermill. The starting point in Loudermill is that a person has a due-process right to a hearing before being deprived of a significant property interest. 470 U.S. at 542. Balancing a tenured employee’s considerable interest in maintaining employment with the government’s interest in quickly removing an unsatisfactory employee, the U.S. Supreme Court concluded that the pre-

termination proceedings need not be elaborate; notice of the charges and an opportunity to respond as a check against mistaken decisions are all that is required. Id. at 542-46. The Court explained that “the pretermination hearing need not definitively resolve the propriety of the discharge.” Id. at 545. Instead, the pre-termination proceedings and the post-termination hearing operate in tandem to “resolve the propriety of the discharge” and to satisfy the government’s obligation to provide due process when terminating a public employee who has a property right to continued employment. Id.

¶ 24. Although the focus of the Loudermill decision was the extent of pre-termination process due, the Court’s analysis was inextricably intertwined with its understanding that the applicable statute provided a post-termination administrative hearing. Id. at 546 (“Our holding rests in part on the provisions in Ohio law for a full post-termination hearing.”); id. at 545 (noting that terminated employees “were later entitled to a full administrative hearing and judicial review” (emphasis added)); id. at 547-48 (“We conclude that all the process that is due is provided by a pretermination opportunity to respond, coupled with post-termination administrative procedures as provided by the Ohio statute.”). Nothing in the Court’s reasoning in Loudermill supports the suggestion that the Court intended to curtail public employees’ rights to administrative process to the limited pre-termination notice and opportunity to respond described in Loudermill. Rather, the Court wanted to ensure that, even though the employees were entitled to full hearings after the fact, the public employees had some minimal opportunity to hear and respond to the charges against them before the termination took effect.

¶ 25. The City argues that the trial court should have followed the Second Circuit’s decision in Locurto, 264 F.3d at 173-74, and argues that we should defer to that decision and its progeny.¹⁰ In Locurto, two firefighters and a police officer were terminated following

¹⁰ In reviewing federal constitutional questions, “we place ourselves in the position of a federal court of appeals.” State v. Hamlin, 146 Vt. 97, 102, 499 A.2d 45, 49 (1985). In so doing, we, “for prudential and policy reasons, . . . give due respect to the decisions of the lower federal

administrative hearings on the basis of their creation of a racially offensive parade float. Id. at 158-61. They sued, arguing that the decisionmakers at their predeprivation hearings were not neutral because, at the direction of the mayor, they had already predetermined to fire them. Id. at 171. The Second Circuit rejected the claim that the terminated employees were entitled to a neutral decisionmaker at the predeprivation hearing, explaining that Loudermill requires only that the public employer give the protected employee notice of any charges and a chance to hear and respond to any evidence against the employee before terminating the employee. Id. at 174. The court acknowledged that its holding was limited to situations in which the plaintiff has the opportunity for a full adversarial hearing post-termination, and noted that the judicial proceeding pursuant to Article 78 of New York’s Civil Law and Practice Rules satisfied that requirement. Id. at 174-75.¹¹

courts,” as significant persuasive authority, keeping in mind the desirability of “uniformity of result in same geographical area,” “harmonious federal-state relationships,” and “judicial comity.” State v. Austin, 165 Vt. 389, 394, 685 A.2d 1076, 1080 (1996). Ultimately, however, we must undertake our own independent analysis, considering the opinions of the Second Circuit and other lower federal courts as potentially persuasive, but not binding. Id. at 393-94, 685 A.2d at 1079; see also Owsley v. Payton, 352 F.2d 804, 805 (4th Cir. 1965) (“Though state courts may for policy reasons follow the decisions of the Court of Appeals whose circuit includes their state, they are not obliged to do so.” (citation omitted)).

¹¹ The City suggests that other circuits have followed Locurto. The cases it relies upon do not support this assertion. In Riggins v. Goodman, 572 F.3d 1101, 1105-07 (10th Cir. 2009), a police officer who was terminated following notice and several steps of review, including an administrative hearing, challenged the sufficiency of the city’s pre-termination process. Citing Loudermill, the Tenth Circuit concluded that the pre-termination process afforded to the officer satisfied due process. Id. at 1108-10. The City infers from the record that no post-termination administrative process was available to the officer, and that the court therefore concluded that a judicial remedy provided sufficient post-termination process. But the court in Riggins specifically noted that “Riggins is not contesting the availability or adequacy of the City’s post-termination procedures. Instead, Riggins argues that he was not afforded any pretermination process—that the only process he received was after his termination.” Id. at 1108 n.2 (citation omitted). Because that was the issue in the case, we do not know from the opinion what post-termination administrative process was available to the officer, nor whether the pre-termination hearing was itself sufficiently extensive to protect the officer’s due-process rights even in the absence of post-termination administrative proceedings. Garraghty v. Jordan, 830 F.2d 1295 (4th Cir. 1987), also cited by the City, is likewise distinguishable. That case involved a five-day suspension from work rather than termination from employment, a “deprivation . . . less severe than that of the terminated employee in Loudermill.” Id. at 1300.

¶ 26. The trial court in this case distinguished Locurto on the ground that the New York civil rule in question, Article 78, provided a different scope of appeal from Vermont Rule of Civil Procedure 75. Because the former permits a petitioner to present evidence, allege that a fact is disputed, and have a trial to resolve it, N.Y. C.P.L.R. § 7804(h), it provides more expansive due-process protections to a terminated public employee than Rule 75. The City argues that the trial court’s distinction of Locurto is unpersuasive, and that the scope of a petitioner’s rights under Article 78 are comparable to those under Rule 75. In particular, the City argues that, Rule 75, like Article 78, allows for trial by jury, V.R.C.P. 75(d), and affords the trial court the discretion to gather additional evidence through a de novo hearing. Garbitelli, 2011 VT 122, ¶ 8.

¶ 27. In reaching our conclusion, we do not rely on the distinction, if any, between Vermont’s Rule 75 and New York’s Article 78. For the reasons noted above, we find the Second Circuit’s opinion in Locurto to be unpersuasive. Far more persuasive to us is the discussion of the same issue in the case of Baird, in which the Seventh Circuit considered whether a state breach-of-contract action provides adequate due process to protect the rights of a school superintendent facing termination, whose pre-termination hearing fell short of due-process requirements. 389 F.3d at 688. Contrasting Lujan, the Seventh Circuit noted that “[t]he postdeprivation remedies appropriate to the deprivation of an interest to which there is a present entitlement are characterized by promptness and by the ability to restore the claimant to possession. The underlying concept seems to be that the remedy is available before the loss has become complete and irrevocable.” Id. at 692. The court went on to explain:

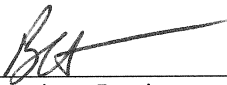
A state law breach of contract action is not an adequate post-termination remedy for a terminated employee who possesses a present entitlement and who has been afforded only a limited pre-termination hearing. While it does provide a species of due process, a lawsuit does not satisfy the requirement of promptness, which is essential if the employee is to pursue time-sensitive remedies such as reinstatement.

Id. (quotation omitted). The Seventh Circuit’s analysis in Baird is persuasive, and provides further support for our decision.

¶ 28. For the above reasons, we conclude that in the context of a tenured municipal employee protected by a “justifiable cause” provision, post-termination administrative proceedings are required to satisfy due process where pre-termination proceedings do not include a full hearing but instead meet only the minimum pre-termination requirements of Loudermill. In the absence of post-termination administrative proceedings, neither a Rule 75 appeal nor a breach-of-contract action filed in the trial court provide sufficient post-termination process to satisfy the Due Process Clause.¹²

Affirmed.

FOR THE COURT:



Associate Justice

¹² Although the City has a post-termination-hearing process, it has not argued that its post-termination hearing in this case met due-process requirements. It argued only that it is not required to provide a post-termination administrative hearing at all. It has not challenged the particular requirements—the right to confront adverse witnesses and an impartial adjudicator—imposed by the trial court. In the context of its argument, the City points to specific state statutes establishing a process for terminating police officers, teachers, and school support personnel, noting that those statutes do not provide for cross-examination and impartial adjudicators in connection with pre- or post-termination proceedings. The City does not cite these statutes to support an argument that it may, consistent with due process, dispense with cross-examination or an impartial adjudicator in its post-termination process. Instead, it asserts that these statutes provide support for its position that following predeprivation notice and opportunity to be heard that complies with the requirements of Loudermill, a post-termination opportunity for judicial review is sufficient to satisfy due process. We reject that argument for the reasons set forth above. Because the City has not argued that its post-termination administrative proceeding need not allow for cross-examination, and need not be conducted by an impartial adjudicator, we do not address the question of what procedural protections are required in the administrative proceeding.

**Authorization to Apply to Downtown Sales Tax reallocation Program
1 Taylor Street Project**

In the year Two Thousand Fifteen be it resolved by the City Council of the City of Montpelier, as follows:

WHEREAS, the Downtown Development Act (24 V.S.A. Chap. 76A) provides various benefits for communities whose downtowns receive designation as Designated Downtown Districts, including reallocation of sales tax receipts for building materials and financial assistance from various programs specifically for Designated Downtown Districts; and

WHEREAS, the City desires to improve the public infrastructure within the designated downtown district; and

WHEREAS, the City desires to secure resources to make improvements to the public infrastructure related to the 1 Taylor Street Project; and

WHEREAS, the 1 Taylor Street Project includes private development sponsored by Redstone creating approximately 42 apartment units within Montpelier's Downtown District that will generate sales tax revenue to the State; and

WHEREAS, the 1 Taylor Street Project has progressed through schematic design and is planned to break ground in 2016;

NOW, THEREFORE, BE IT RESOLVED that on June 24, 2015 the City of Montpelier is authorized to apply jointly with Redstone for the Vermont Sales Tax Reallocation Program with the intention of using the allowable sales tax proceeds for construction of the municipal infrastructure project improvements related to the 1 Taylor Street Project in Montpelier's Downtown District.

Mayor John Hollar

Dona Bate, Councilor

Tom Golonka, Councilor

Anne Watson, Councilor

Jean Olson, Councilor

Justin Turcotte, Councilor

Jessica Edgerly Walsh, Councilor

ATTEST: By: _____
Clerk

**CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602**

NON-ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

TAX ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the Montpelier City Council of the City of Montpelier, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the \$1,500,000.00 Tax/Revenue Anticipation Note Number 11141239-50 of the Issuer (the "Note"), which Note is dated July 1, 2015, and is payable as therein set forth:

1. The Issuer is issuing and delivering the Note simultaneously with the delivery of this Certificate.
2. We are the Officers of the Issuer charged by law with the responsibility for issuing the Note.
3. The Note is being issued in anticipation of the collection and receipt of taxes to be levied and assessed during the fiscal period and/or to pay current expenses of the Issuer as the same accrue.
4. The entire amount borrowed by the issuance of the Note in anticipation of the receipt of taxes, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed ninety percent (90%) of taxes levied and assessed by or on behalf of the Issuer for the purpose of funding approved budget expenditures of the issuer for the fiscal period set out in Section (3). The amount borrowed by the issuance of the Note to pay current expenses does not exceed anticipated legitimate governmental expenditures for which the Issuer is responsible. All of the proceeds of the Note are expected to be needed and expended for such approved expenses of the Issuer within twelve (12) months from the date of the Note.
5. Payment of the expenses financed by the Note is expected to proceed hereafter with due diligence and in accordance with the schedule of expenditures set forth on the attached Cash Flow Certificate dated June 10, 2015.
6. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.
7. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will be expended for governmental purposes within the period stated in paragraph (4) above.

8. The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.
9. To the best of our knowledge, information and belief, the above expectations are reasonable.
10. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.
11. No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:
 - A. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as "private activity bonds", as that term is defined under Section 141 of the Internal Revenue Code of 1986;
 - B. Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental entity;
 - C. Loaned to any person directly or indirectly other than the Issuer;
 - D. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
 - E. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;
 - F. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.
12. The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof.
13. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.
14. Neither the proceeds of the Note, nor the earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note(s).
15. The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, unless the manner of such payment, refunding or security

ensures that interest paid on the Note continues to be excludable from the gross income of the recipient thereof for federal and state income tax purposes.

16. The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.
17. The proceeds of the Note will not be used in a manner that will cause the Note to be arbitrage bonds or private activity bonds within the meaning of Sections 103©, and 141 and 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated there under.
18. The aggregate principal amount of the Note is not greater than the maximum anticipated cumulative cash flow deficit which has been computed in accordance with the Regulations identified in paragraph (17) hereof, which computation is shown on the accompanying Cash Flow Certificate dated June 10, 2015.
19. This Certificate is executed and is being delivered pursuant to Treasury Regulations Section 1.148-2(b)(2)(i).
20. The Issuer hereby designates the Note as a “qualified tax exempt obligation” under Section 265(b) of the Internal Revenue Code of 1986, as amended.

Dated: July 1, 2015

Treasurer

City of Montpelier

By:

Montpelier City Council or a
Majority Thereof

No. 11141239-50

**CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602**

TAX ANTICIPATION NOTE

\$1,500,000.00

July 1, 2015

FOR VALUE RECEIVED, the City of Montpelier, promises to pay Community National Bank with its main office at the Town of Derby, County of Orleans and State of Vermont, or any Community National Bank branch office, the sum of

One Million Five Hundred Thousand dollars and No/100
(\$1,500,000.00)

plus interest from July 1, 2015, at a fixed rate of 2.80% percent, per annum, until June 30, 2016. The annual interest rate on this note is computed on a 365/365 basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding.

This note is issued in anticipation of the receipt of taxes levied, assessed and collected for the fiscal period commencing July 1, 2015. Execution and delivery of this note is authorized by affirmative vote and resolution duly adopted by the Trustees of the City of Montpelier at a meeting thereof duly noticed, called and held on June 19, 2015. It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have happened, and have been performed in regular and due form as required by law, and that the full faith and credit of the City of Montpelier are hereby irrevocably pledged for the payment of this note.

ATTEST

Clerk

City of Montpelier
By: _____

Montpelier City Council or a
Majority Thereof

And by: _____
Treasurer

CITY OF MONTPELIER
BID RESULTS

June 17, 2015

Present: Sandra Gallup, Finance Director
Charlotte L. Hoyt, City Treasurer

\$1,500,000 TAX ANTICIPATION NOTE:

Community National

Tax Anticipation Loan Rate 2.80% with Investment-Money Market Rate 3.55% (3.61% effective rate)

Line of Credit .77%

People's United Bank

Line of Credit .95%

On June 18, 1015

Merchants - received after decision was made

Tax Anticipation Note Rate 2.85% with Investment Account Rate 3.62% (APY 3.68%)

Line of Credit .71%

Name of Project: Vermont Vintage Trailer Conference

Name of Applicant: Steve Hintgen and Jesse Jacobs

Full Legal Name of Organization or business: Vintage Trailer Supply

Address: 34 Barre Street, Montpelier, VT 056202

Telephone: 800.644.2640

Email: steve@vintagerv.com

Project Dates: August 8th, 2015

Mission: The Vermont Vintage Trailer Conference is the first and only vintage trailer convention to be held in the State. Our goal is to significantly expand the marketing of downtown Montpelier to national and regional tourists as well as local Vermont residents by hosting this event in our historic downtown. We hope that after reading through this proposal you believe there are real, long term and immediate, benefits this event opens up for Downtown Montpelier.

Detailed Project Description:

Who: Vintage Trailer Supply and Montpelier Property Management, with the help and support of Montpelier Alive and the Vermont Agency of Tourism.

What: Will host a day long Vintage Trailer Conference, where national, regional and local Vermont tourists and cult trailer enthusiasts will have a chance to explore Montpelier's historic streets and area businesses by touring 40 + vintage trailers from the 1940's to the 1970's parked in our downtown.

Where: The trailers will be parked all along both sides of State Street and in the 60 Main Street parking lot for event goers to walk through and enjoy at their own pace.

Why this event:

Trailer enthusiasm: Our intention is to make the City of Montpelier the Vermont stop for the tens of thousands of loyal vintage trailer connoisseurs who follow their passion around the country with cult enthusiasm. Originally the idea was for just airstream trailers. The New England Unit of the Willy Byam Caravan Club (a nationwide group of airstream owners and enthusiasts with 12 different regional jurisdictions. New England is 1 of the 12 national regions) has over 25,000 airstream owning members, but we did not want to limit ourselves to such a small interest group so we expanded the idea to include all vintage trailer varieties (The Pismo Beach Vintage Trailer

Rally – now in its 8th year - hosts over 500 trailers and upwards of 10,000 national visitors).

Contemporary Recreational Vehicle culture is strong in Vermont already. The Champlain Valley Exhibition Center recently invested significant capital into an infrastructure overhaul capable of accommodating the 2000 RV owners that congregate at the fairgrounds in Essex every September. It is likely that these state-wide owners of contemporary RV's would have a strong interest in coming to Montpelier for a vintage trailer conference.

Trailer owners by their very nature travel. Most of these enthusiasts own their trailers to use them and so often drive hundreds and even sometimes thousands of miles with their trailers in tow to spend the night – or a weekend – somewhere. By hosting these trailers – and their owners – downtown we have a chance to open Montpelier up to a larger group of tourists from all across the region and the country.

Local Support and National Success: Vintage Trailer Supply, a Montpelier based business, has a national reputation as one of the premier suppliers of vintage trailer parts and supplies. Their customer base and loyalty spreads across the country. It seems likely that those enthusiasts who have rebuilt and retro-fit their trailers with the help of Vintage Trailer Supply might like to come show off in Montpelier. This gives Montpelier presence on a national stage within this niched market.

Opportunity: There are currently no Vintage Trailer Conferences in Vermont. Montpelier has a unique opportunity to own an event that does not exist anywhere else in the State.

America's Small Town Capital: RV Culture has a long-standing place in the hearts' of many Americans through multiple generations. It seems appropriate, per our new moniker as America's Small Town Capital, that we should embrace a piece of classic Americana to showcase through the streets of our historic downtown.

When: Saturday, August 8th, 2015 from 10am – 4pm

Why this date:

Thinking local: Stowe will be hosting its 58th annual Antique and Classic Car Meet on Friday, Saturday and Sunday August 7th, 8th and 9th, 2015. During that weekend tens of thousands of classic automobile enthusiasts and vintage culture connoisseurs will come to Central Vermont to participate in or attend the show. These people will be both exhibitors and patrons all of whom have an interest in our vintage automobile culture. Though these visitors will likely stay in Vermont for the entire weekend, most will only spend only one

or two days at the Classic Car Meet. We believe that by offering our Vintage Trailer Conference that same weekend we will be able to bring many of these enthusiasts to Montpelier for the day. These are tourists who might not have otherwise thought to come to the Capital City. 30 minutes, to extend your vacation to a second vintage event, is a short drive for tourists who are in town from out of State. There is also a good possibility that we can capture some joint marketing exposure with Stowe's Meet by publicizing both events together. "A weekend of Vintage in Central Vermont". To be able to attach ourselves to the pedigree of a 58 year event would certainly help with our event's credibility and to be able to capture - even a small piece - of an already present audience from Stowe would be incredibly beneficial for Downtown Montpelier. Perhaps these tourists will prefer coming to Montpelier over Stowe the next time they think of visiting Vermont?

Thinking regional: The New England Unit of the Willy Byam Caravan Club hosts Rally's and Rendezvous for their 25,000 trailer owning members beginning annually in March and closing the season down in October. There are no meets in Vermont. Montpelier would be the only vintage trailer rendezvous point in the state. In addition to that clear opportunity, August 8th, does not conflict with any of the current Rally's that WBCC has scheduled for 2015 meaning we would not be conflicting with any pre-existing trailer events in the region.

Vermont Vintage Trailer Conference,
Montpelier, VT, August 8th, 2015

Imagine these parked in the streets of
Downtown Montpelier

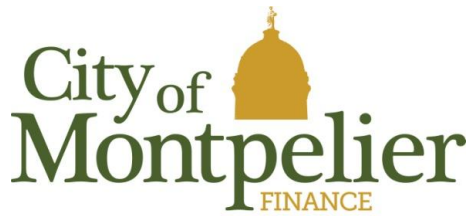












America's Small Town Capital

TO: City Council Members
William J. Fraser, City Manager

FROM: Sandy Gallup, Finance Director

DATE: June 19, 2015

SUBJECT: Recommended Water Rates for Fiscal Year 2016

Proposed Motion: Adopt the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee. The annual Fixed Charge for water users will increase to \$170 (a \$12 increase). The annual Fixed Charge for sewer users will increase to \$170 (a \$6 increase). Sewer usage rates will increase to \$8.89 per 1000 gallons (a \$0.17 per gallon increase).

In 2007, the committee developed a multi-year plan to bring the Water and Sewer Funds into positive financial positions. The Sewer Fund has achieved this goal. The Water Fund is finding this to be more challenging. Part of the multi-year plan included a policy of recommending moderate annual rate increases. At our recent meeting the committee agreed to recommend increasing the annual Fixed Charges to \$170 for both water and sewer. The committee also is recommended increasing the sewer usage charge from \$8.72 to \$8.89 (up 2%). This is the first increase in sewer user fees in 3 years. There is no increase in the water usage rate. A history of rate increases is attached.

The committee also recommends keeping the Sewer and Water Benefit Charge at \$.02 and CSO Benefit Charge at \$.07 (same as FY15).

WATER FUND:

Recommendation for Rates July 1, 2015

	<u>FY15 Rate</u>	<u>FY16 Recommended Rate (no change)</u>
Step 1 (first 50,000 gallons per qtr)	\$ 7.73	\$ 7.73
Step 2 (50,000-250,000 gallons per qtr)	8.21	8.21
Step 3 (over 250,000 gallons per qtr)	13.32	13.32

Fixed Cost Charge is \$170 annually (up from \$158)

Projected additional annual revenue \$36,000 Impact on Users: \$12 increase per year

SEWER FUND:

Recommendation for Rates for July 1, 2015:

Increase Metered Rates by 2% from \$8.72 /1000 gallon to \$8.89/1000 gallon.

The Flat Rate (unmetered) will remain a 181.25 per quarter. There are 38 unmetered users.

Increase the Fixed Cost Charge 4% from \$164 to \$170 annually.

Projected additional revenue: \$45,000 Impact on average user \$12 increase per year

Users will receive notice of this increase with their water and sewer bills go out in July. These rates will first be in effect for the utility bills due December 31, 2015.

The Water and Sewer Rate Committee will meet regularly this year to re-assess our plans for a new rate structure. We will be looking to include a capital plan, in addition to our operating and debt costs as we plan our future rate structure.

CITY OF MONTPELIER
WATER SEWER RATES
HISTORY

Fiscal Year	WATER STEP 1 Metered Rate per 1,000 Gallons (First 50,000 per quarter)	STEP 1 % Increase (Decrease)	WATER STEP 2 Metered Rate per 1,000 Gallons (Between 50,000 and 250,00 gallons per quarter)	STEP 2 % Increase (Decrease)	WATER STEP 3 Metered Rate per 1,000 Gallons (Exceeding 250,000 per quarter)	STEP 3 % Increase (Decrease)	WATER FIXED COST ANNUAL	WATER FIXED COST % Increase (Decrease)	Annual Flat Rate SEWER (only 38 accounts)	SEWER (Metered Water) Rate per 1,000 Gallons	% Increase (Decrease)	SEWER FIXED COST ANNUAL	% Increase (Decrease)	Total Annual WATER & SEWER Fixed Costs	% Increase (Decrease)
Recommended Rates 2016	\$7.73	0%	\$8.21	0%	\$13.32	0%	\$170.00	8%	\$725.00	\$8.89	2%	\$170.00	4%	\$340.00	6%
2015	\$7.73	0%	\$8.21	0%	\$13.32	0%	\$158.00	5%	\$725.00	\$8.72	0%	\$164.00	31%	\$322.00	17%
2014	\$7.73	0%	\$8.21	0%	\$13.32	0%	\$150.00	4%	\$690.00	\$8.72	0%	\$125.00	1%	\$275.00	3%
2013	\$7.73	3%	\$8.21	3%	\$13.32	3%	\$144.00	3%	\$690.00	\$8.72	3%	\$124.00	3%	\$268.00	3%
2012	\$7.51	0%	\$7.97	0%	\$12.93	0%	\$140.00	40%	\$630.00	\$8.47	0%	\$120.00	0%	\$260.00	18%
2011	\$7.51	0%	\$7.97	0%	\$12.93	0%	\$100.00	0%	\$630.00	\$8.47	0%	\$120.00	0%	\$220.00	0%
2010	\$7.51	3%	\$7.97	3%	\$12.93	3%	\$100.00	22%	\$630.00	\$8.47	3%	\$120.00	15%	\$220.00	18%
2009	\$7.29	5%	\$7.74	5%	\$12.55	5%	\$82.00	5%	\$600.00	\$8.22	5%	\$104.00	5%	\$186.00	6%
2008	\$6.94	5%	\$7.37	5%	\$11.95	5%	\$78.00	0%	\$572.46	\$7.83	5%	\$98.00	0%	\$176.00	0%
2007	\$6.61	8%	\$7.02	8%	\$11.38	8%	\$78.00	0%	\$572.46	\$7.46	10%	\$98.00	0%	\$176.00	0%
2006	\$6.12	26%	\$6.50	26%	\$10.54	26%	\$78.00	11%	\$505.30	\$6.80	39%	\$98.00	9%	\$176.00	10%
2005	\$4.85	0%	\$5.15	0%	\$8.35	0%	\$70.00	0%	\$400.00	\$4.90	0%	\$89.56	0%	\$159.56	0%
2004	\$4.85	0%	\$5.15	0%	\$8.35	0%	\$70.00	0%	\$400.00	\$4.90	0%	\$89.56	0%	\$159.56	0%
2003	\$4.85	0%	\$5.15	-20%	\$8.35	0%	\$70.00	40%	\$400.00	\$4.90	16%	\$89.56	79%	\$159.56	60%
2002	\$4.85	0%	\$6.44	0%	\$8.35	0%	\$50.00	0%	\$350.00	\$4.22	0%	\$50.00	0%	\$100.00	0%
2001	\$4.85	0%	\$6.44	0%	\$8.35	0%	\$50.00	150%	\$350.00	\$4.22	15%	\$50.00	42%	\$100.00	81%
2000	\$4.85	16%	\$6.44	15%	\$8.35	15%	\$20.00	0%	\$350.00	\$3.67	21%	\$35.20	0%	\$55.20	0%
1999	\$4.19	25%	\$5.60	25%	\$7.26	25%	\$20.00	0%	\$292.60	\$3.03	4%	\$35.20	0%	\$55.20	0%
1998	\$3.35	10%	\$4.48	10%	\$5.81	10%	\$20.00	0%	\$280.00	\$2.90	4%	\$35.20	0%	\$55.20	0%
1997	\$3.04	0%	\$4.07	0%	\$5.28	0%	\$20.00	0%	\$271.43	\$2.80	5%	\$35.20	0%	\$55.20	0%
1996	\$3.04	10%	\$4.07	10%	\$5.28	10%	\$20.00	0%	\$246.75	\$2.67	5%	\$35.20	0%	\$55.20	0%
1995	\$2.76	0%	\$3.70	0%	\$4.80	0%	\$20.00	0%	\$235.00	\$2.54	0%	\$35.20	0%	\$55.20	0%

RESOLUTION

Water and Sewer Rates established by the City Council of the City of Montpelier.

WATER USE RATES

RESIDENTIAL:

Unless metered, each residential unit, including apartments, duplex, multi-family and similar type housing units which contain bathroom and kitchen facilities, shall be charged at the rate of \$975.00 per unit per year. No reduction in annual rates will occur due to the seasonal occupancy and/or extended discontinuance of service.

SEASONAL:

An annual seasonal flat rate of \$214.00 will apply to the following properties: Recreation Department-Hubbard Park Shelter; Cemetery-Lincoln Avenue property.

FIRE PROTECTION SPRINKLER SYSTEMS:

Fire protection sprinkler systems for commercial, industrial, and governmental units shall be charged at the rate of \$0.00 per year.

FIRE PROTECTION STANDBY CHARGE:

For fire protection for buildings that are located within the City water supply area, but are not connected to such water supply, or are connected to a private water supply in addition to the City water supply, a standby or capacity charge is set at \$0.

HYDRANT USE:

For the use of the hydrant at the DPW garage on Dog River Road, a hydrant use application and applicable fee shall be submitted prior to drawing water. The fee schedule shall be per truck and as follows:

\$100 up to 2,500 gallons, \$125 up to 5,000 gallons and \$150 up to 7,500 gallons.

METERED:

All Metered units shall be charged at the rate of **\$7.73** per 1,000 gallons for the first 50,000 gallons, at the rate of **\$8.21** per 1,000 gallons for usage between 50,000 and 250,000 gallons and at the rate of **\$13.32** per 1,000 gallons for usage over 250,000 gallons during a three-month billing period except for multi-unit elderly housing as defined in the Vermont State Statutes, Title 24, Section 4002 (11) for the fiscal year 2016.

In addition, a readiness-to-serve charge of \$42.50 per meter per billing period shall be imposed on each residential, commercial, industrial, and governmental metered premise to partially offset fixed costs of the water system.

ON/OFF FEES:

During regular working hours, a charge of \$20.00 shall be made for turning off water service, and a charge of \$20.00 shall be made for turning on water service at the City curb stop. During non-working hours, these fees will be \$75.00 respectively.

ON DEMAND WATER METER READING FEE:

During regular working hours, a charge of \$50.00 shall be made for individual meter readings requested outside the normal billing period.

SEWER USE RATES

RESIDENTIAL:

Unless metered, each residential unit, including apartments, duplex, multi-family and similar type housing units which contain bathroom and kitchen facilities, shall be charged at the rate of \$ 181.25 per quarter for the fiscal year 2015. No reduction in annual rates will occur due to seasonal occupancy and/or extended discontinuance of service.

METERED:

Metered residential, commercial, industrial, and governmental units shall be charged at the rate of **\$8.89** per 1,000 gallons of water usage for the fiscal year 2016.

In addition, an administrative charge of \$ 42.50 per meter per billing period shall be imposed on each residential, commercial, industrial, and governmental metered premise to fully offset fixed administrative costs of the sewage facilities.

Further, a credit may be granted toward the sewer bill of any business that diverts substantial amounts of metered water from the sanitary sewer system continually, such as a cooling tower or other similar structure. The Director of Public Works may grant a credit to any commercial or industrial user who installs a separate meter to measure the volume of water that is not discharged into the City's wastewater disposal system. The credit shall be equal to the sewer use charges for such volume of water.

NEW WATER CONNECTIONS

It is hereby resolved by the City Council of the City of Montpelier, acting as the Board of Water Commissioners, that all new service connections to the Montpelier water system will be made as outlined in Section 3-305 of the Montpelier City Ordinances.

SEWER CONNECTIONS

It is hereby resolved by the City Council of the City of Montpelier, acting as the Board of Sewer Commissioners, that an application/inspection fee of \$500 shall be charged for sanitary sewer connections and \$100 for storm water sewer connections. A new sewer service charge shall not pertain to properties already serviced by the system unless an indirect connection is proposed. An indirect connection is defined as any change in the structure currently or proposed to be served through an existing connection which will result in additional dwelling units, and for each unit to be served by a common new or existing service, or in the case of non-residential and tax exempt space, where such change will result in additional building square footage. All connections for sanitary lines shall be performed by the applicant under City inspection and all costs thereof shall be borne by the applicant. The applicant is responsible for obtaining all construction and access permits as necessary to make the connection.

WATER AND SEWER RATES - DELINQUENCIES

A penalty of eight percent (8%) shall attach to any rate charge for water and sewer service or connection if not paid when due. If the rate charge is paid within five business days the penalty will be reduced to five percent (5%). In addition, interest at the rate of one percent (1.0%) per month, or any part thereof, shall be charged for the first three months - and at a rate of one and one-half percent (1.5%) thereafter - on any unpaid balance from the due date of any water or sewer charge, or connection charge, until date of payment. Collection of all delinquent rate charges and service connections, together with penalty and interest and costs, shall be as provided by law.

WATER AND SEWER RATES - REFUNDS

It is the ultimate responsibility of the water and sewer user to verify the accuracy of their account and billing information. Water and sewer rates charged and collected in error shall be refundable up to one (1) year from the date billed.

WATER & SEWER UTILITY BILL ADJUSTMENT

In the event that a customer (per account) receives a utility bill that is based on consumption greater than 2.5 times the average of the last four (4) consecutive readings, within the same billing cycle (example fall cycles or spring cycles to account for seasonal variation), due to a water leak or other problems associated with the customer's plumbing, then said customer (per account) will be eligible for a one-time adjustment to their utility bill based on the following:

- Customer has made appropriate repairs to plumbing. Evidence of repair shall be in the form of receipt from a plumber or subsequent water readings indicating that the problem has been corrected;

- In applying for adjustment, the customer shall swear that he or she had no knowledge of the plumbing problem prior to incurring the charges;
- As an adjustment, the customer shall pay a sum equal to 2.5 times the average of the last four (4) consumption readings within the same billing cycle;

EFFECTIVE DATES

Water and Sewer Rates for Metered use and all other rates were made effective July 1, 2015.

Adopted this ____ day of June, 2015

SIGNED:

John Hollar, Mayor

Council Members:

CITY SEAL:

John Odum, City Clerk