CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting

City Council Chambers, City Hall
Wednesday, June 25, 2014
5:15 P.M.

1) ***5:15 P.M. …***

2) 14-158. Meeting with Attorney Robert Fletcher regarding the *Vermont College of Fine Arts vs. City, Tax Appeal* Case.

   a) It is anticipated that the entire substance of this update/discussion will be conducted in Executive Session in accordance with Title I, §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.*"

3) ***6:20 P.M. …***

4) 14-159. Meeting of the Board of Abatement

5) ***6:30 P.M. Regular/Televised Portion of Meeting Begins …***

6) Call to Order by the Mayor

7) 14-160. General Business and Appearances

8) 14-161. Consent Agenda:

   a) Consideration of the Minutes from the June 11, 2014 Regular City Council Meeting.

   b) Authorize the City Manager to sign the Department of Public Works' Union Contract for July 1, 2014 – June 30, 2017 which has been ratified by the Union.

c) Accept the bid proposal for a new Trackless MT6 Sidewalk Plow with Sander, submitted by H.P. Fairfield, Inc. of Morrisville, Vermont, in the amount of **$104,640;** and authorize the City Manager to execute all documents related to this purchase. (This item was tabled from the June 11th Council Meeting; Councilors had questions that could not be answered at that time.)

d) Accept the bid proposal for a new ¾ Ton Pickup with Plow, submitted by Cody Chevrolet of Montpelier, Vermont, in the amount of $32,071; authorize the City Manager to execute all documents related to this purchase.

e) Accept the bid proposal for a new Dump Truck Cab & Chassis, submitted by Gateway Motors, White River Junction, Vermont, in the amount of $25,953; authorize the City Manager to execute all documents related to this purchase.

f) Adopt a Parking Meter Regulation addressing the reservation of parking meters in the downtown business district to allow providers of commercial services to park vehicles necessary for the performance of the service, on an intermittent and temporary basis. This regulation was reviewed by the Parking Committee and approved by the Police Chief, City Clerk, Building Inspector, etc.

g) Accept the Community National Bank's bid for a Tax Anticipation Note for $2,500,000 for FY15 (July 1, 2014 to June 30, 2015) to cover the expenses for the General Fund, School Department and Recreation Department; approve the Tax Anticipation Note Resolution; and execute the loan documents. Bids on loan and investment interest rates were received on Wednesday, June 18, 2014. A tabulation sheet listing the results is attached. After considering the City's cash flow needs throughout the fiscal year, the Finance Director and the City Treasurer recommend the acceptance of Community National 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 3.52% interest rate.

h) Accept the Merchants Bank's bid for a Grant Anticipation Note for $1,200,000 to cover the grant expenses for the District Heat Project, approve the Grant Anticipation Note Resolution and execute the loan documents. A Federal Recovery Act: Montpelier Community Renewable Energy Project Grant was awarded $8,000,000 in 2010.

The City's share of this grant is $2,193,218 and to date, we have drawn down $982,248 of the City's share. We are waiting for the remaining federal funds ($1,210,969) and expect to receive them by the end of July 2014. Bids on loan and investment interest rates were received on Wednesday, June 11, 2014. A tabulation sheet listing the results is attached. After considering the District Heat Project's cash flow needs until the grant funds are received, the Finance Director and the City Treasurer recommend the acceptance of Merchants Bank's bid for a grant anticipation Line of Credit at the rate of .80% for the period June 27, 2014 – August 31, 2014.

i) Adopt the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee with an annual $8 increase in the Fixed Charge for Water Users.

j) Review the 2013 Bridge Inspection memorandum and reports; execute the Receipt and Reply Memorandum to be returned to the Vermont Structures Division.

k) Accept the bid submitted by Poirier Guidelines of Athol, Massachusetts, for Highway Pavement Markings on city streets, in the amount of $6,835.20, based on estimated quantities, and authorize the City Manager to sign all contracts and other documents related to this purchase.

l) Payroll and Bills

9) 14-162. Further consideration of a request from the Boy Scouts to be licensed as a Vendor on July 3rd for the purpose of selling water in the Meadow Neighborhood during the parade line-up, from approximately 5:00 to 6:00 P.M. (This item was tabled from the June 11th Council Meeting; Councilor Guerlain raised some questions that Council felt should be answered by the Scouts, themselves, prior to voting.)

10) 14-163. One Taylor Street Redevelopment Public Hearing Regarding Use.

a) The City Council is conducting this public hearing allow the public to offer direct comments to the Council about their preferences. The Council will then identify any additional information that they may want in order to reach a decision.

b) The Council will make the use decision at their regular July 9th meeting. At that point, they will have the benefit of the three public work sessions, the economic data, the direct testimony and any other information they request.

c) Following the use decision, the fourth public work session will be held on **July 30th at the Senior Center.** This is a date change from July 16th. The reason for the change is to allow the design team sufficient time to develop preliminary plans based on the use selected on July 9th. The purpose of the July 30th meeting will be to present initial designs and receive comment about them.

d) Recommendation: Conduct the public hearing; possible direction to staff.

11) 14-164. Update from the Tax Collector on delinquent taxes, water and sewer; Council will also have an opportunity to ask questions regarding the process.

a) Tax Collector refers the Council to the Charter and Ordinances on Delinquencies. City Charter is Title XII and the pertinent Ordinance is Chapter 16.

b) Council has been provided a memo with general information from the Tax Collector; a spreadsheet regarding FY 2012-2013 delinquencies; and a spreadsheet showing status of current year (2013-2014) tax delinquencies. Reports on the first three quarters of water/sewer delinquencies are also enclosed and the fourth quarter, which was due June 16, 2014, will be available at the meeting, if not ready for enclosure in the Council packet.

12) 14-165. Council Reports

13) 14-166. Mayor's Report

14) 14-167. Report by the City Clerk

15) 14-168. Status Reports by the City Manager

16) *Adjournment*

From: bev keck <bevkeck@gmail.com>
Date: June 16, 2014 at 2:23:11 PM EDT
To: <jhollar@montpelier-vt.org>
Subject: Boy Scouts selling water

Dear Mayor Hollar and City Council Members,

Thank you for the time and effort you all give to promote our great city of Montpelier. I appreciate each one of you for taking on such a difficult position.

I am asking you to please relax on the idea of Boy Scouts selling water during the parade. Let them sell the water. When one group or even one person is persecuted for their faith every one is under fire. Including you and me. Just because someone's beliefs go against your ideas does not entitle you to say you are right and they are wrong, so ... they can not be a full participant in our town. Seems like," the pot calling the kettle" story here. Talk about judgmental!

If you start digging into the background of every participant in every event that happens in Montpelier you may find a lot of beliefs you do not agree with. Then what?

Please enjoy the July 3 (and every other day you are alive) as you celebrate with freedom and gratitude that you live in America, the best country in the world. Love it as you are loved, with all of your faults and weaknesses, beauty and strengths.

Thanks again for your service to Montpelier.

Fondly,

Bev Keck

City Of Montpelier
Department of Public Works
<u>Memorandum</u>

To: **William J. Fraser, City Manager**

From: **Todd C. Law, PE, Director** TL

Date: **June 19, 2014**

Subject: **Truck #1 19,500 GVW 4WD Cab & Chassis**

On June 17, 2014, we opened bids received for a 19,500 GVW 4WD cab & chassis for the Public Works Department. One bid was received, submitted by Gateway Motors of White River Junction, VT, in the amount of $25,953, with delivery and payment to be made after July 1, 2014. The amount included in the FY2015 budget for this purchase is $69,000 (which includes the dump body, hydraulics and accessories, to be bid at a later date).

We request that this item be placed on the Consent Agenda for the upcoming Council meeting; suggested wording for the Agenda follows:

*To accept the bid proposal for a new Dump Truck Cab & Chassis, submitted by Gateway Motors, White River Junction, VT, in the amount of **$25,953**; and to authorize the City Manager to execute all documents related to this purchase.*

If you would like further information, or if you would like to review the file on this purchase, please feel free to contact my office.

Attachment (Bid Tabulation)
C: Eric Ladd, Equipment Supervisor

CITY OF MONTPELIER, Vermont
Department of Public Works

19,500 GVW 4WD Cab & Chassis (#1) 10:15 AM
Purchase #109400.83.01 FY 2015

Date of Opening: June 17, 2014 , 10:00 am.

Item	Description	GATEWAY MOTORS Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	NEW 19,500 GVW 4 WDCab & Chassis	46,153,00					
2	Less Municipal Discounts	3200,00					
3	Trade Allowance 2010 Ford Dump Truck w/9 ft Plow	17000,00					
	TOTAL BID PRICE w/TRADE	25 953,00					
	TOTAL BID PRICE w/NO TRADE	42,953,00					
4	OPTION: Extended Warranty 60 mos./~~60,000~~ 75000 miles	BASE CARE 2350,00					
	Total Bid Price w/Option						
	Estimated date of delivery:	90-120					

6/17/2014

CITY of MONTPELIER
DEPARTMENT of PUBLIC WORKS

M E M O R A N D U M

TO: **William J. Fraser, City Manager**

FROM: **Todd C. Law, PE, Director**

DATE: **June 20, 2014**

SUBJECT: **Highway Pavement Markings Contract Award**

On June 19, 2014 we opened the bids received for Centerline and Sideline Pavement Markings for City streets. Two bids were received. After review, we recommend that the bid from Poirier Guidelines of Athol, MA, in the amount of $6,835.20, be accepted. $12,000 is included in the FY15 budget for this purpose.

Attached is a bid tabulation. I request that you seek Council authorization on the next available Consent Agenda to sign the contract with Poirier Guidelines of Athol, MA, suggested wording as follows:

> *To accept the bid submitted by Poirier Guidelines of Athol, MA for Highway Pavement Markings on City streets, in the amount of* ***$6,835.20****, based on estimated quantities, and authorize the City Manager to sign all contracts and other documents related to this purchase.*

If you would like to review the bids, please feel free to request the file from our office.

attachment
c: Brian Tuttle, Streets Supervisor

City Of Montpelier
Department of Public Works
Memorandum

To: **William J. Fraser, City Manager**

From: **Todd C. Law, PE, Director**

Date: **June 16, 2014**

Subject: **Truck #48 ¾ Ton Pickup w/Plow**

On June 5, 2014, we opened bids received for a ¾ Pickup w/Plow for the Public Works Department. Three bids were received; the bid tabulation is attached. The low bid was submitted by Cody Chevrolet, in the amount of $32,071, with delivery and payment to be made after July 1, 2014. Old truck #48 will be purchased for trade value by the Parks Department (approximately $8,500). The amount included in the FY2015 budget for this purchase is $24,000.

We request that this item be placed on the Consent Agenda for the upcoming Council meeting; suggested wording for the Agenda follows:

To accept the bid proposal for a new ¾ ton Pickup with Plow, submitted by Cody Chevrolet of Montpelier, VT, in the amount of ***$32,071****; and to authorize the City Manager to execute all documents related to this purchase.*

If you would like further information, or if you would like to review the file on this purchase, please feel free to contact my office.

Attachment (Bid Tabulation)
C: Eric Ladd, Equipment Supervisor

CITY OF MONTPELIER, Vermont
Department of Public Works

3/4 Ton 4WD Pickup Truck w/Plow #48
Purchase #309400.83.01 FY 2015

10:00

Date of Opening: June 5, 2014 , 10:00 am.

Item	Description	GATEWAY MOTORS Total Price	CODY CHEVROLET Total Price	CAPITOL CITY AUTO MART Total Price	Total Price	Total Price	Total Price
1	NEW 3/4 Ton Longbed Pickup w/Plow	38012.00	43405	38937.00			
2	Less Municipal Discounts	7800.00	11334.00	8200.00			
3	Trade Allowance 2005 4WD Longbed Pickup w/Plow	6000.00	8500.00	7000.00			
	TOTAL BID PRICE w/TRADE	24,212.00	23,571	23737.00			
	TOTAL BID PRICE w/NO TRADE	30,212.00	32,071	30,737.00			
4	OPTION: Extended Warranty 60 mos./60,000 miles	BASE CARE 1700.00	1515.00	1699.00			
	Total Bid Price w/Option						
	Estimated date of delivery:						

City of Montpelier

Department of Public Works

Memorandum

To: **William J. Fraser, City Manager and the City Council**

From: **Todd C. Law, P.E., Director**

Date: **June 19, 2014**

Subject: **Calendar Year 2013 Bridge Inspection Reports from the VT Agency of Transportation**

We have recently received the annual inspection reports from the Agency of Transportation for a number of bridges here in the City of Montpelier. VTRANS Structures Division provides an inspection service for structures over 20 ft in length on a two-year cycle. This year, these reports included ten (10) bridges; Bailey Avenue, Route 2 (at 302), Route 2 (at City line), Spring St, Rialto, Main St, Cummings St, Gould Hill Rd, Grout Rd and Haggett Rd.

The Cummings Street is on the rehabilitation/ replacement list for the VTRANS bridge program and is listed as structurally deficient and shows several signs of failure. It is currently in the design phase by VTRANS and is very important as the only means of access to several properties including an apartment complex. The bridge inspection report states that the "Structure needs replacement."

The Gould Hill bridge needs a work with the approaches needing shimming and the beam ends needing to be cleaned, painted and greased. The plug joints also need replacement as leakage is causing rusting of the beams. This bridge is listed in Very Good condition.

The Grout Road bridge will need to have new beams due to section loss and a negative camber. The abutments and wing walls should be cleaned and patched.

The Haggett Road bridge is in good condition, but the approaches need to be shimmed.

The Bailey Avenue bridge need to have the troughs flushed out and two of the light posts have developed breakage at the anchor bolts and will need repair. Also, we will have to discuss some channel work that is recommended with the Agency of Natural Resources to determine if this is feasible.

The US 2/ Roundabout bridge needs curb and fascia concrete work. The beam ends at the western abutment needs repair with possible joint replacement. They also recommend lengthening the weep tubes and deck drain to allow them to discharge below the steel. The steel superstructure needs to be spot cleaned, painted and greased.

The US2/ City line bridge shows a great deal of issues with the deck. They are recommending a full deck replacement, which I believe would include a membrane installation. This bridge is a shared bridge with VTRANS having maintenance responsibility of the Berlin end of the bridge. We will be contracting District 6 maintenance shop to work on this issue together.

The Spring Street bridge needs to be spot cleaned, painted and greased. We also know that the concrete approach slab needs to be removed and replaced as it has previously failed and we placed asphalt to fill the gap.

The Rialto Bridge is in need of replacement or rehabilitation with significant deterioration of the deck underside with the need for abutment repairs. The bridge has been requested to be placed in the bridge program for rehabilitation/ replacement. We will continue to make interim repairs in the meantime.

The Main Street bridge is in good shape. The conduit penetrations need to be plugged to stop leakage and the abutments need to be coated with a "silane" type protective coating to stop deterioration due to salt and leakage.

There is a great deal of work to perform on the bridges of varying levels. We will be requesting quotes from qualified contractors to perform the work noted above to ensure we preserve our bridges, as we have discussed our pavement maintenance.

I have attached the inspection reports for these bridges for your use. The State requests that the City Council acknowledge receipt of the reports by signing the attached form, which will be returned to the Agency. If you have any questions or would like to discuss any of these inspection reports, please feel free to ask.

C Brian Tuttle, Street Supervisor
Thomas McArdle, Assistant Director

VERMONT

State of Vermont
Program Development - Structures Section
One National Life Drive [phone] 802-828-2621
Montpelier, VT 05633-5001 [fax] 802-828-3566
www.aot.state.vt.us [ttd] 800-253-0191

Agency of Transportation

April 7, 2014

RE: Calendar Year 2013 Bridge Inspection Summary Reports

Dear Community Official:

As required by the Federal Surface Transportation Act of 1978, all bridges exceeding 20 feet in span length are inspected on a 24 month cycle. A two-member team performs these inspections, with at least one member specially trained for this work. The Agency of Transportation provides these inspections as a service to the municipalities with the cost split between the Federal government (80%) and the State (20%).

Enclosed are the bridge inspection report summaries for structures located in your community which were inspected in calendar year 2013.

In an effort to reduce cost and resources, VTrans will be expanding the VTransparency website and, along with state-owned bridges, the inspection summary reports for locally-owned and maintained bridges will be available electronically. In the next few months, for all structures on public highways, the most recent report would be available for public viewing and printing under the Agency's VTransparency website application http://apps.vtrans.vermont.gov/vtransparency/Default.aspx.

With approximately 1,500 structures inspected statewide annually, the intent of these inspection summary reports is to provide an inventory of and information on the structural condition and a summary of areas of need only and not to offer a detailed engineering review or an assessment regarding prioritization, preventative maintenance techniques which should be done as good practice, or specific recommendations on how to address deficiencies.

Each report represents a locally-owned and maintained structure. As such, the municipality is responsible for the structure. It is recommended that these reports be shared with those individuals charged with upkeep of the structures as failure to address and/or remediate problems areas, stated within the summary section of this report, may result in additional damage or deterioration compromising public safety and/or substantially reducing the service life of the structure.

Please do not hesitate to contact this office or your local District Transportation Administrator with any questions or concerns regarding the content of these summary reports or if you are aware of any structures, exceeding 20 feet in span length, which we are not currently, and should be inspected.

Sincerely,

Pamela M. Thurber

for Wm. Michael Hedges, P.E.
Structures Program Manager

VERMONT

VERMONT

State of Vermont
Program Development - Structures Section
One National Life Drive [phone] 802-828-2621
Montpelier, VT 05633-5001 [fax] 802-828-3566
www.aot.state.vt.us [ttd] 800-253-0191

Agency of Transportation

RE: Receipt and Reply for Calendar Year 2013 Bridge Inspection Summary Reports

The bridge inspection reports for structures inspected during calendar year 2013 have been received, reviewed, and shared with those individuals charged with preventative and routine maintenance of the structures.

Please return this to: State of Vermont
Program Development – Structures Section
One National Life Drive
Montpelier, VT 05633-5001

Attn: Pam Thurber, Bridge Management and Inspection Engineer

City, Town, or Village of ______________________________
Please type or write in city, town, or village name

Signatures ______________________________

of ______________________________

Selectboard ______________________________

Members' ______________________________

____

Date ______________________________

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER — **bridge no.:** 00013 — **District:** 6

Located on: C30CU **over** N. BR. WINOOSKI RIVER **approx.** 0.1 MI TO JCT W CL1 TH5 — **Owner:** 04 CITY-OWNED

CONDITION

Deck Rating: 4 POOR
Superstructure Rating: 4 POOR
Substructure Rating: 6 SATISFACTORY
Channel Rating: 6 SATISFACTORY
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 101211001312111
Federal Sufficiency Rating (April 2014): 033.5
Deficiency Status of Structure (April 2014): SD

AGE and SERVICE

Year Built: 1929 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 99
ADT: 000300 % Truck ADT: 02
Year of ADT: 2007

GEOMETRIC DATA

Length of Maximum Span (ft): 0061
Structure Length (ft): 000064
Lt Curb/Sidewalk Width (ft): 0.6
Rt Curb/Sidewalk Width (ft): 0.7
Bridge Rdwy Width Curb-to-Curb (ft): 16.9
Deck Width Out-to-Out (ft): 19.1
Appr. Roadway Width (ft): 020
Skew: 00
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: ROLLED BEAM
Number of Approach Spans 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 0 NONE
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 4 MEETS MINIMUM TOLERABLE CRITERIA
Deck Geometry: 2 INTOLERABLE, REPLACEMENT NEEDED
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 5 STABLE FOR CALCULATED SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 2 H 15

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 082013 Insp. Freq. (months) 12 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

08/6/13 Structure continues to deteriorate, beams have crushed slightly over east abutment in a couple of them. Deck has potential for full depth holes as a couple of large spalls are present upstream side west end. Structure needs replacement. MJK SP

06/07/11 Structure deck & superstructure continues to deteriorate and structure needs major rehab or replacement in the near future. MJK & JG

06/18/09 This structure is in poor to good condition. The deck is in poor condition and full depth holes could occur any time, any place. The steel beams have heavy rust scale through out and holes will occur in the beams in the near future. The city should be thinking about replacing the structure or have a major rehab project soon. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.: 00014** | **District: 6**

Located on: C30GO over N. BR. WINOOSKI RIVER | **approx. @ JCT W CL1 TH5** | **Owner: 04 CITY-OWNED**

CONDITION

Deck Rating: 8 VERY GOOD

Superstructure Rating: 7 GOOD

Substructure Rating: 7 GOOD

Channel Rating: 8 VERY GOOD

Culvert Rating: N NOT APPLICABLE

Federal Str. Number: 101211001412111

Federal Sufficiency Rating (April 2014): 098.7

Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1984 Year Reconstructed: 0000

Service On: 1 HIGHWAY

Service Under: 5 WATERWAY

Lanes On the Structure: 02

Lanes Under the Structure: 00

Bypass, Detour Length (miles): 08

ADT: 000530 % Truck ADT: 02

Year of ADT: 2007

GEOMETRIC DATA

Length of Maximum Span (ft): 0088

Structure Length (ft): 000092

Lt Curb/Sidewalk Width (ft): 0.5

Rt Curb/Sidewalk Width (ft): 0.5

Bridge Rdwy Width Curb-to-Curb (ft): 28

Deck Width Out-to-Out (ft): 29.7

Appr. Roadway Width (ft): 028

Skew: 00

Bridge Median: 0 NO MEDIAN

Min Vertical Clr Over (ft): 99 FT 99 IN

Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD

Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: ROLLED BEAM

Number of Approach Spans 0000 Number of Main Spans: 001

Kind of Material and/or Design: 3 STEEL

Deck Structure Type: 1 CONCRETE CIP

Type of Wearing Surface: 6 BITUMINOUS

Type of Membrane 2 PREFORMED FABRIC

Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD

Transitions: 1 MEETS CURRENT STANDARD

Approach Guardrail 1 MEETS CURRENT STANDARD

Approach Guardrail Ends: 1 MEETS CURRENT STANDARD

Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA

Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA

Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY

Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)

Posting Status: A OPEN, NO RESTRICTION

Bridge Posting: 5 NO POSTING REQUIRED

Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED

Posted Vehicle: POSTING NOT REQUIRED

Posted Weight (tons):

Design Load: 5 HS 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:

Insp. Date: 082013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

8/5/13 Heavy leakage at both joints with erosion at southwest corner of plug joint. Due to the heavy leakage beam ends have areas of moderate to heavy rust scaling. Beam ends need to be cleaned and painted along with greasing. Joints need to be recon. MJK SP

06/07/11 Relatively good shape however approaches need shimming. Water is getting behind backwalls and has caused rusting along the beam ends. Beam ends need to be cleaned, painted and greased. MJK & JG

06/18/09 This structure is in good condition. The joints over the abutments need to be repaired. The deck wearing surface needs to be stripped and any delams in the concrete deck cleaned out of all loose material, then patched to save the underside of the deck from any further deterioration. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.:** 00015 | **District:** 6

Located on: C30GR **over** N. BR. WINOOSKI RIVER | **approx.** 0.03 MI TO JCT W CL1 TH5 | **Owner:** 04 CITY-OWNED

CONDITION

Deck Rating: 6 SATISFACTORY
Superstructure Rating: 5 FAIR
Substructure Rating: 6 SATISFACTORY
Channel Rating: 6 SATISFACTORY
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 101211001512111
Federal Sufficiency Rating (April 2014): 041.2
Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1927 Year Reconstructed: 1977
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 01
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 99
ADT: 000050 % Truck ADT: 02
Year of ADT: 2007

GEOMETRIC DATA

Length of Maximum Span (ft): 0066
Structure Length (ft): 000068
Lt Curb/Sidewalk Width (ft): 0.7
Rt Curb/Sidewalk Width (ft): 0.7
Bridge Rdwy Width Curb-to-Curb (ft): 12.6
Deck Width Out-to-Out (ft): 14.2
Appr. Roadway Width (ft): 015
Skew: 00
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: RLD BM W TIMBER DK
Number of Approach Spans 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 8 TIMBER
Type of Wearing Surface: 7 WOOD OR TIMBER
Type of Membrane 0 NONE
Deck Protection: 7 CCA.CREOSOTED WOOD

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 4 MEETS MINIMUM TOLERABLE CRITERIA
Deck Geometry: 4 MEETS MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: U UNKNOWN FOUNDATION

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 2 H 15

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 082013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

08/5/13 Since last inspection the beam flanges have deteriorated more and section loss has increased slightly. Beams have neg. camber and should be considered for replacement in near future. Runner planks are breaking up. MJK SP

06/07/11 Satisfactory condition, deck runners will need replacement in near future. Superstructure has moderate to heavier rust scaling and minor section loss at this time. Steel should have extensive cleaning and painting. Delams and spalling along abutments and wings should be cleaned and patched. MJK & JG

06/12/09 This structure is in fair to good condition. The deck curbs and bridge guardrail have some collision damage caused by the plow. The rolled beams and diaphragms need cleaning of all rust and then painted to save the beams from more deterioration. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.:** 00016 | **District:** 6

Located on: C30HA **over** N. BR. WINOOSKI RIVER **approx.** 0.01 MI TO JCT W CL1 TH5 **Owner:** 04 CITY-OWNED

CONDITION

Deck Rating: 7 GOOD
Superstructure Rating: 7 GOOD
Substructure Rating: 7 GOOD
Channel Rating: 6 SATISFACTORY
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 101211001612111
Federal Sufficiency Rating (April 2014): 073.2
Deficiency Status of Structure (April 2014): FD

AGE and SERVICE

Year Built: 1984 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 99
ADT: 000020 % Truck ADT: 02
Year of ADT: 2007

GEOMETRIC DATA

Length of Maximum Span (ft): 0069
Structure Length (ft): 000072
Lt Curb/Sidewalk Width (ft): 0
Rt Curb/Sidewalk Width (ft): 0
Bridge Rdwy Width Curb-to-Curb (ft): 16
Deck Width Out-to-Out (ft): 17.7
Appr. Roadway Width (ft): 020
Skew: 00
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: RLD BM W TIMBER DK
Number of Approach Spans 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 8 TIMBER
Type of Wearing Surface: 7 WOOD OR TIMBER
Type of Membrane 0 NONE
Deck Protection: 7 CCA.CREOSOTED WOOD

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 6 EQUAL TO MINIMUM CRITERIA
Deck Geometry: 3 INTOLERABLE, CORRECTIVE ACTION NEEDED
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 2 H 15

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 082013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

08/5/13 Good condition, approaches should be shimmed. MJK SP

06/07/11 Good condition. MJK & JG

06/12/2009 - The bridge is in good condition. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | *bridge no.:* 00060 | *District:* 6

Located on: US 00002 ML *over* WINOOSKI RIVER | *approx.* 0.5 MI W JCT VT.12 S | *Owner:* 04 CITY-OWNED

CONDITION

Deck Rating: 8 VERY GOOD
Superstructure Rating: 6 SATISFACTORY
Substructure Rating: 7 GOOD
Channel Rating: 6 SATISFACTORY
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206400006012112
Federal Sufficiency Rating (April 2014): 096.3
Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1958 Year Reconstructed: 1994
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 007800 % Truck ADT: 11
Year of ADT: 2008

GEOMETRIC DATA

Length of Maximum Span (ft): 0084
Structure Length (ft): 000255
Lt Curb/Sidewalk Width (ft): 5
Rt Curb/Sidewalk Width (ft): 5
Bridge Rdwy Width Curb-to-Curb (ft): 40
Deck Width Out-to-Out (ft): 52.6
Appr. Roadway Width (ft): 040
Skew: 00
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: 3 SPAN ROLLED BEAM
Number of Approach Spans 0000 Number of Main Spans: 003
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 2 PREFORMED FABRIC
Deck Protection: 1 EPOXY COATED REBAR

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 6 EQUAL TO MINIMUM CRITERIA
Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 4 H 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 072013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

07/30/2013 - Bridge is in good shape. The troughs for the VT joints should be flushed out. Two of the light posts have developed some breakage at the anchor bolts and eventually will need repair. Channel work should be considered to address agraddation issue. ~ MJ/JS

12/2011 - Debris removal in progress.

07/21/2011 - Debris accumulation caught on the nose of each pier should be removed. Northern pedestal street light post base plates cracking at anchor bolt attachments and will need repair at some point. ~ MJ/DK

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.: 00062** | **District: 6**

Located on: US 00002 ML over WINOOSKI RIVER | **approx. 0.1 MI E JCT U.S.302** | **Owner: 04 CITY-OWNED**

CONDITION

Deck Rating: 7 GOOD
Superstructure Rating: 7 GOOD
Substructure Rating: 7 GOOD
Channel Rating: 7 GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 200028006212112
Federal Sufficiency Rating (April 2014): 091.6
Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1971 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 06
ADT: 011500 % Truck ADT: 07
Year of ADT: 1998

GEOMETRIC DATA

Length of Maximum Span (ft): 0100
Structure Length (ft): 000214
Lt Curb/Sidewalk Width (ft): 0.5
Rt Curb/Sidewalk Width (ft): 0.5
Bridge Rdwy Width Curb-to-Curb (ft): 42.7
Deck Width Out-to-Out (ft): 46.7
Appr. Roadway Width (ft): 042
Skew: 30
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: 3SP CONT ROLLED BEAM
Number of Approach Spans 0000 Number of Main Spans: 003
Kind of Material and/or Design: 4 STEEL CONTINUOUS
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 0 NONE
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 6 HS 20+MOD

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 062013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

06/06/2013 - Joint needs repair at the west abutment with consideration for complete joint removal. Curbing and fascias need patch repair work. Drains spouts and weeps could use repair and extending. Steel superstructure could use at least, spot cleaning, painting and greasing ~ MJ/JS

07/28/2011 - Curbs and fascias need some concrete repair work to correct some areas of heavy scaling. The beam ends at abutment #1 (west) should be cleaned, painted and greased; with consideration given to cleaning and painting the entire superstructure. The short weep tubes and corroding deck drain spouts should also be lengthened to discharge below the steel. ~ MJ/DK

08/21/09 - Bridge is in satisfactory to good condition. Since we inspected the bridge a new deck wearing surface was added and the joint was worked on. The beams need cleaning and painting. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | *bridge no.: 00064* | *District: 6*
Located on: US 00002 ML over WINOOSKI RIVER | *approx. 0.5 MI E JCT U.S.302* | *Owner: 04 CITY-OWNED*

CONDITION

Deck Rating: 5 FAIR
Superstructure Rating: 7 GOOD
Substructure Rating: 6 SATISFACTORY
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 200028006412112
Federal Sufficiency Rating (April 2014): 072.7
Deficiency Status of Structure (April 2014): FD

AGE and SERVICE

Year Built: 1961 Year Reconstructed: 0000
Service On: 1 HIGHWAY
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 06
ADT: 008600 % Truck ADT: 07
Year of ADT: 1998

GEOMETRIC DATA

Length of Maximum Span (ft): 0097
Structure Length (ft): 000099
Lt Curb/Sidewalk Width (ft): 0.6
Rt Curb/Sidewalk Width (ft): 0.6
Bridge Rdwy Width Curb-to-Curb (ft): 30
Deck Width Out-to-Out (ft): 35
Appr. Roadway Width (ft): 037
Skew: 19
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: ROLLED BEAM
Number of Approach Spans 0000 *Number of Main Spans: 001*
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 2 PREFORMED FABRIC
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 6 EQUAL TO MINIMUM CRITERIA
Deck Geometry: 3 INTOLERABLE, CORRECTIVE ACTION NEEDED
Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 4 H 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 062013 *Insp. Freq. (months) 24* *X-Ref. BrNum:*

INSPECTION SUMMARY and NEEDS

06/06/2013 - Bridge deck has chronic top surface distress, requiring frequent patch repair. The deck underside has some progressive deterioration as well. Deck is in need of full replacement, along with some minor abutment repair work. ~ MJ/JS

08/02/2011 - Deck needs full replacement as it is a chronic maintenance issue and has been repaired multiple times. ~ MJ/DK

04/28/09 -This structure is in fair to good condition. The deck needs to be replaced. Full depth holes could ocurr any time, any place. The top of the deck is in terrible condition as well. A deck replacement will prevent the beams from further rusting. The beams should be painted at the same time. Since the first inspection the deck wearing system was stripped and repaved.- DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.: 00073** | **District: 6**

Located on: VT 00012 ML over NORTH BRANCH | **approx. 0.5 MI N JCT. U.S.2** | **Owner: 03 TOWN-OWNED**

CONDITION

Deck Rating: 6 SATISFACTORY
Superstructure Rating: 7 GOOD
Substructure Rating: 7 GOOD
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206400007312112
Federal Sufficiency Rating (April 2014): 096.8
Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1972 Year Reconstructed: 0000
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 04
ADT: 004300 % Truck ADT: 11
Year of ADT: 1998

GEOMETRIC DATA

Length of Maximum Span (ft): 0072
Structure Length (ft): 000074
Lt Curb/Sidewalk Width (ft): 5
Rt Curb/Sidewalk Width (ft): 5
Bridge Rdwy Width Curb-to-Curb (ft): 50
Deck Width Out-to-Out (ft): 52.7
Appr. Roadway Width (ft): 040
Skew: 02
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: ROLLED BEAM
Number of Approach Spans 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 2 PREFORMED FABRIC
Deck Protection: 2 GALVANIZED REBAR

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: 9 SUPERIOR TO DESIRABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 7 SLIGHT CHANCE OF OVERTOPPING BRIDGE & ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 5 HS 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 072013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

07/03/2013 - Beam ends should be cleaned, painted and greased. Consider stripping pavement and repairing as needed and installing a new deck membrane. ~ MJ/JS

07/21/2011 - Consider cleaning, painting and greasing the last few feet of the beam ends to deter further corrosion. ~ MJ/DK

04/01/2009 This structure is in good condition with only few very minor problems. DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER | **bridge no.: 0B2-1** | **District: 6**

Located on: US 00BR2 BU over NORTH BRANCH | **approx. 0.1 MI W JCT VT 12** | **Owner: 04 CITY-OWNED**

CONDITION

Deck Rating: 5 FAIR
Superstructure Rating: 5 FAIR
Substructure Rating: 4 POOR
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206400B2-112112
Federal Sufficiency Rating (April 2014): 067.2
Deficiency Status of Structure (April 2014): SD

AGE and SERVICE

Year Built: 1916 Year Reconstructed: 0000
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 006000 % Truck ADT: 11
Year of ADT: 1998

GEOMETRIC DATA

Length of Maximum Span (ft): 0069
Structure Length (ft): 000072
Lt Curb/Sidewalk Width (ft): 10
Rt Curb/Sidewalk Width (ft): 10
Bridge Rdwy Width Curb-to-Curb (ft): 38.4
Deck Width Out-to-Out (ft): 66.8
Appr. Roadway Width (ft): 038
Skew: 03
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: CONC. ENCASED GIRDER
Number of Approach Spans 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 0 NONE
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 4 MEETS MINIMUM TOLERABLE CRITERIA
Deck Geometry: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: U UNKNOWN FOUNDATION

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 LOAD FACTOR (LF)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 1 H 10

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 072013 Insp. Freq. (months) 12 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

07/31/2013 - Bridge is quite old and has had multiple repairs over the years. Superstructure and substructure have areas of advanced deterioration. Bridge should be upgraded with option like prestressed box beam units and extensive abutment reconstruction. Until then, the abutments seats need patching to ensure adequate bearing support below the girder bearing areas. * Refer to letter sent to Montpelier City, August 11, 2011 to address. Substructure condition rating has now been lowered to a "4" (poor) as localized loss is heavy at bearing and the concrete facing is not reinforced well but for seat "grillage". ~ MJ/JS

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER
Located on: US 00BR2 BU over WINOOSKI RIVER
bridge no.: 0B2-2
approx. 0.1 MI N JCT. U.S.2
District: 6
Owner: 04 CITY-OWNED

CONDITION

Deck Rating: 7 GOOD
Superstructure Rating: 8 VERY GOOD
Substructure Rating: 7 GOOD
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206400B2-212112
Federal Sufficiency Rating (April 2014): 080.7
Deficiency Status of Structure (April 2014): ND

AGE and SERVICE

Year Built: 1976 Year Reconstructed: 0000
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 03
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 011200 % Truck ADT: 11
Year of ADT: 1998

GEOMETRIC DATA

Length of Maximum Span (ft): 0073
Structure Length (ft): 000149
Lt Curb/Sidewalk Width (ft): 5
Rt Curb/Sidewalk Width (ft): 5
Bridge Rdwy Width Curb-to-Curb (ft): 44
Deck Width Out-to-Out (ft): 56.8
Appr. Roadway Width (ft): 044
Skew: 06
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: 2 SPN CONT RLD BEAM
Number of Approach Spans 0000 Number of Main Spans: 002
Kind of Material and/or Design: 4 STEEL CONTINUOUS
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane 2 PREFORMED FABRIC
Deck Protection: 0 NONE

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 7 BETTER THAN MINIMUM CRITERIA
Deck Geometry: 4 MEETS MINIMUM TOLERABLE CRITERIA
Underclearances Vertical and Horizontal: N NOT APPLICABLE

Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY

Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA

Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 5 HS 20

INSPECTION and CROSS REFERENCE

X-Ref. Route:
Insp. Date: 072013 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

07/10/2013 - Plug the access holes for the conduits at the north abutment to stop leakage. Also apply "silane" type protective coating to the abutments to deter further deterioration from leakage and chloride contaminates. ~ MJ/JS

07/21/2011 ~ MJ/DK

08/05/09- The bridge is in satisfactory to good condition. Seepage of water and deicing agents through the cork filler joints at the base of the curtain walls, at each abutment is promoting deterioration of the stem walls. - MLJ & DCP

CITY OF MONTPELIER
MONTPELIER, VERMONT

Addendum to Agenda for Regular City Council Meeting

June 25, 2014

Additional Items for Consent Agenda:

14-161. m) Consideration of a request from *"Montpelier Alive"* for a waiver of the City's Noise Ordinance to accommodate the Independence Day Celebration events until midnight on July 3rd.

1) Organizers of this event received approval on May 14th for the various street closures.

2) Staff recently realized that a request for a waiver of the City's Noise Ordinance had not gone before Council.

3) Recommendation: Approve the waiver.

n) Approve request from Dave Nelson and McGillicuddy's Staff for the closure of Langdon Street on July 3rd, from 3:00 P.M. until 1:00 A.M. as part of Montpelier's Independence Day Celebration; they are also requesting a waiver of the City's Noise Ordinance for music until 12:30 A.M. and outside service until 1:00 A.M. (McGillicuddy's opts to plan their festivities separate from Montpelier Alive so to make sure they are covered, staff is asking Council to act on this request at the June 25th meeting.)

Minutes of the Montpelier City Council Meeting
June 11, 2014
Montpelier City Hall Council Chambers

In attendance: Mayor John Hollar (presiding), City Councilors Tom Golonka, Thierry Guerlain, Jessica Edgerly Walsh, Justin Turcotte, Dona Bate, Anne Watson and City Manager. City Clerk John Odum acted as Secretary of the meeting.

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

14-148. Melissa Perley of Citizens to Protect Berlin pond made a brief statement regarding the possibility of the City of Montpelier withdrawing its statement in regards to the organization's petition before the Agency of Natural Resources. She was concerned about the message sent.

Ron Merkin addressed the Council regarding Duane Wells proposal for parking development that could overlap into Blanchard Park. He relayed a conversation he overheard regarding the development of the Blanchard parking lot that he felt was inconsistent with Council discussions. He further indicated he was present on behalf of Blanchard Park neighbors to determine Council intentions on the park. Mayor Hollar replied that there was no plan. Councilor Guerlain disagreed with some of Mr. Merkin's assertions.

14-149. The consent agenda underwent several unanimous changes before being acted upon. The City Clerk added a liquor license request for Golden Meadows Market. Councilor Turcotte pulled item n for discussion. Councilor Golonka pulled items m and g. Councilor Edgerly Walsh pulled item d. Councilor Guerlain pulled items c and e. Councilor Guerlain moved the amended consent agenda, and was seconded by Councilor Edgerly Walsh. The motion carried unanimously at 6:40.

14-150. The Council received a presentation by GMTA representatives Tawnya Kristen, (Community Relations Manager for Green Mountain Transit Agency) and David Armstrong (GMTA Planner) regarding the Circulator Saturday service and outreach initiatives.

14-151. The City Council entertained a request for an additional $7,000 of funding to Just Basics, Inc. to support the FY14 start-up year of "FEAST" Senior Nutrition Program at the Montpelier Senior Activity Center (MSAC). MSAC Director, Janna Clar and JBI Executive Director, Theresa Murray- Clasen presented the request. Councilor Turcotte recused himself, citing conflicts of interest. Director Clar read a letter in testament to the positive impact of the program.

Councilor Golonka asked if any extra allocation would be expected annually as part of the budget. Councilors Guerlain, Golonka and Mayor Hollar questioned the presenters at length as to whether or not this $7000 might benefit non-Montpelier residents, noting the Council's commitment to avoid that dynamic.

Councilor Edgerly Walsh spoke positively of the program and the request. Councilor Watson agreed, complimenting the program, and noted that she was impressed by the small amount of the ask, given the financial circumstances.

Councilor Golonka wondered about the disposition of the unallocated Community Fund money that was targeted as the source of the $7000 ask. Finance Director Sandy Gallup addressed this, as well as other possible pulls on that unspent fund money that could arise.

Ms. Clar noted that her request was brought forward with the support of Finance Director Gallup and City Manager Fraser.

Guerlain moved the city honor the Senior Center's request and allocate a one-time request of $7000 out of the Community Fund budget. Councilor Watson seconded. The motion carried unanimously at 7:17.

14-149(n). MSAC Director Clar remained at the table to answer questions from Councilor Golonka about consent agenda item n, which had been pulled for discussion. Councilor Turcotte remained recused.

Councilor Guerlain indicated he felt this was too complicated an item for the consent agenda. He echoed Councilor Golonka's questions regarding the impact on future budgetary commitments.

Councilor Guerlain moved the council instruct the City Manager to direct the two MOU between the city of Montpelier and the partners as described under consent agenda item n. Councilor Bate seconded. The motion carried unanimously at 7:27.

14-152. Councilor Turcotte returned to his seat. Finance Director Gallup returned to the front to introduce the Council's consideration of adopting the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee. Gallup noted the proposal was complex, and that a July 1 implementation date was too ambitious.

Given that the committee of jurisdiction had not been able to meet, the Mayor wondered if the committee could meet before the next council meeting.

Councilor Golonka moved to approve the delay on water rates, and to approve the proposed sewer rate, and to review a recommendation next meeting. Councilor Guerlain seconded. The motion carried unanimously at 7:35.

In an addendum to the agenda, the Mayor explained the city has been asked to withdraw its petition before the Agency of Natural Resources regarding Berlin Pond restrictions, in order to create an appearance of maximum support for the citizens' petition calling for a return to the absolute restriction on access, which the council had also supported. There was a discussion as to whether or not was appropriate for executive session. Times Argus Reporter Amy Nixon asked if there was pending litigation. Given that there was none, she did not agree with the City manager that a discussion in executive session would be consistent with open meeting law.

14-149(c). Councilor Guerlain explained his concerns surrounding consent agenda item c. He indicated that he had been a boy scout himself, but objected to Scouts' policy on gay scoutmasters, noting the recent news coverage on the issue. As such, he was not comfortable granting the Scouts request for permission to sell water during July 3.

The Mayor suggested that the Boy Scouts be given an opportunity to make their case, noting that he agreed with Councilor Guerlain's perspective.

Councilor Golonka felt the discussion was a "slippery slope" and moved approval of item c. Councilor Turcotte seconded, and went on to ask about ways the request may be amended.

Councilor Golonka asked if the Council intended to scrutinize all groups making similar requests. Councilor Bate felt that the Council should.

Councilor Guerlain suggested that having scouts come defend themselves before the Council might place them in a bad position.

Councilor Watson moved to table the item until next meeting. Councilor Edgerly Walsh seconded the motion to table, which carried 5-1 (Councilor Golonka opposed).

Mayor Hollar indicated the Boy Scouts would be invited to make their case next meeting. Councilor Edgerly Walsh hoped the invitation could be sent with the message that the City Council did not want to cause problems for any trip that the selling of water was intended to fund.

14-149(d). After a brief discussion, Councilor Edgerly Walsh moved approval of item d from the consent agenda. Councilor Turcotte seconded. The motion carried unanimously at 7:52.

14-149(e). Councilor Guerlain explained his concern about item e, where it appeared that the lowest bid had not been accepted. Mr. Fraser wasn't certain of the details, but speculated that the other bid was likely inadequate in some way. The council opted to return to the item later.

14-149(g). Councilor Guerlain explained his concern about consent agenda item g. He suggested there may be more cost effective solutions. Mayor Hollar had questions about the wording and the way the pay was to be allocated. Councilor Golonka indicated he wouldn't stand in the way of its approval, but would support an effort to examine alternative approaches to getting the work done. Councilor Guerlain moved approval of consent agenda item g, and was seconded by Councilor Watson. The motion carried unanimously at 7:59.

14-149(m). Councilor Golonka explained his concerns regarding consent agenda item m, feeling that the nature of the item required a more complete public airing. City Manager Fraser took a moment to provide background. Councilor Turcotte asked for detail about what portion of the overall process would be approved with the passage of this item.

After discussion, Councilor Golonka moved approval of the consent agenda item. Councilor Bate seconded. The motion carried unanimously at 8:08.

The Mayor called a five minute recess. At 8:19, the meeting was called back to order. He then returned the discussion to a question of how to proceed on the Berlin Pond matter added late to the agenda. He felt that the statute did allow for discussion in closed session from the perspective of attorney-client privilege.

Councilors Golonka and Guerlain asked if the petitions before the ANR could be merged or altered in some way to agree. The Mayor and City Manager suggested that was unlikely.

Councilor Bate moved that the Council go into executive session to discuss the City Attorney's opinion, given that premature general public knowledge would place the city at a competitive disadvantage. Councilor Turcotte seconded the motion, which passed unanimously at 8:23.

Councilor Guerlain moved the Council return to open session. Councilor Watson seconded. The motion carried unanimously at 8:33.

The Mayor and Council reviewed the concerns and discussed the request to withdraw the petition, given the unanimous support for both within the body. A discussion followed as to what would be the most effective way forward. No action was taken to withdraw the petition.

14-153. Councilor Bate noted that it had been a busy week, and thanked citizens for their work in support of Berlin Pond,

Councilor Guerlain passed on constituent concerns about what was characterized as inconsistent upkeep of city landscaping, making specific note of Stonecutter's Way. City Manager Fraser explained the system, noting that all such landscaping will be taken care of. Councilor Guerlain suggested that citizen clubs could provide upkeep.

Again citing constituent feedback, Councilor Guerlain asked about obsolete signage removal, noting that an Ariel's Café sign was still up, as well as the Black Door sign. Mr. Fraser indicated he would look into it, noting that the Black Door sign was on a private building.

Councilor Turcotte shared a story about a Senior Center volunteer who was injured and not assisted by passersby, suggesting that Montpelier citizens should look out for each other. He further relayed a story about a discussion held within the new parklet regarding the lack of parking, noting that he appreciated that the parklet provided a venue for such discussions. After speaking positively about the 1 Taylor Street public engagement process, he asked about the status of the Council Goals process.

Councilor Watson had questions for the City manager about the 1 Taylor Street process, including the timetable. She similarly asked about the stormwater planning process and timeline.

Councilor Edgerly-Walsh passed on a reminder to drivers to slow down during construction season, and thanked drivers for their patience.

14-154. The Mayor reported on the ribbon cutting for the new parklet and responded to concerns about parking. He also thanked those who turned out for the 1 Taylor Street discussion.

14-155. The City Clerk noted the primary election filing deadline, and the upcoming deadline for water-sewer payments.

14-156. City Manager Fraser noted the previous Friday's emergency readiness training exercise. He also reminded councilors to try and let his office know in advance if they have issues with consent agenda items, so staff can be ready to respond to any questions.

14-157. Mayor Hollar noted that there were updates regarding the dispute with the Vermont College of Fine Arts over the extent to which lease payments from a tenant are taxable. Councilor Guerlain moved the Council enter executive session due to the fact that that premature public discovery of legal matters would place the city at a substantial disadvantage. Councilor Bate seconded. The motion carried unanimously at 8:55.

Councilor Guerlain moved to come out of executive session and adjourn the meeting. Councilor Watson seconded. The motion carried unanimously at 9:35.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MONTPELER

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98

JULY 1, 2014 THROUGH JUNE 30, 2017

Deleted: 2011

Deleted: 2014

TABLE OF CONTENTS

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

W I T N E S S E T H :

1. PREAMBLE.

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

2. DUTIES OF EMPLOYEES.

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

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

3. RECOGNITION.

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

Deleted: four

Deleted: 4

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

Exclusions:

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

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

4. MANAGEMENT RIGHTS.

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

5. SAFETY COMMITTEE.

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

6. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

7. SHOP STEWARD.

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

8. PAYROLL DEDUCTION OF UNION DUES.

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

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

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

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

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

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

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

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

9. DISCRIMINATION AND COERCION.

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

10. GRIEVANCE AND ARBITRATION PROCEDURE.

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

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

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

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

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

(c) If a grievance is not presented within the time limit set forth in Step 1, or in the case of a suspension without pay or dismissal within the time limit set forth above for submitting such grievances at Step 2, it shall be considered waived. If a grievance is not appealed to Step 2, 3 or 4, or if arbitration is not requested within the specified time limit, it shall be considered settled on the basis of the City's last response. Any time limit set forth above may be extended by mutual agreement in writing signed by both parties to this Agreement.

ACKNOWLEDGMENT OF ARBITRATION

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

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98	**CITY OF MONTPELIER**
______________________________	By:____________________________ City Manager
______________________________	
______________________________	
______________________________	

11. SENIORITY.

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

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

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

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

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

12. POSTING AND PROMOTION PROCEDURES

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

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

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

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

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

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

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

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

Deleted: and that no

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

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

.

13. VACATIONS.

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

(a) A new employee shall not accumulate nor use vacation days during the first six months of employee's probationary period. After six months, an employee may use vacation time which will be earned according to paragraphs (b) and (c) in this section. If the employee leaves employment prior to completion of their probation period, they will not be eligible for any payout of accumulated vacation time.

(b) Upon successful completion of the employee's probationary period, an employee will be credited with one (1) vacation day for each month of the employee's probationary period, except that an employee will not be credited with a vacation day for any month that the employee is off payroll in accordance with 13.3

(c) An employee with more than six (6) months but fewer than seven (7) years of full-time employment shall accrue vacation days at the rate of one (1) day per completed calendar month of employment. Total accumulation may not exceed thirty (30) days.

(d) An employee with seven (7) or more years, but fewer than fourteen (14) years, of full-time employment shall accrue vacation days at the rate of one and one-half (12) days per completed calendar month of employment. Total accumulation may not exceed thirty-five (35) days.

(e) An employee with fourteen (14) or more years of full-time employment shall accrue vacation days at the rate of two (2) days per completed calendar month of employment. Total accumulation may not exceed forty (40) days.

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

Calculating Vacation Days in the Case Of:

(a) **Re-employment.** Except in the instance of lay-off, an employee rehired by the City shall not receive credit for prior City employment in establishing the employee's rate of vacation day accrual. An employee re-employed under the provisions of Article 20 shall receive credit for prior City employment in establishing the employee's rate of vacation day accrual, but shall not accrue vacation days for the period which the employee was not on the payroll.

(b) **Military Leave.** An employee who is granted military leave shall receive credit for time served in the military in computing total years of full-time employment for the purposes of determining the rate of vacation day accrual, but shall not accrue vacation days while on military leave.

(b) **Off Payroll.** An employee on paid leave as outlined in Section XV (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue vacation leave for that month.

(d) **Adverse Weather Conditions.** An employee who is not able to report to work or leaves early with permission when practical, due to storm conditions or impassable roads shall have this absence charged to vacation hour for hour.

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

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

13. 5 **Terminal Vacation Pay Disallowed.** Terminal vacation pay for unused vacation time shall not be allowed to any employee who is summarily dismissed from employment with the City or who resigns or quits employment without proper notice.

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

(a) To a beneficiary whose name has been filed by the employee with the office of the City Treasurer.

(b) If no beneficiary is named, then to the surviving spouse.

(c) If no beneficiary is designated, and the employee is not survived by a spouse, then to the estate of the deceased employee.

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

14. PAID HOLIDAYS.

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

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

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

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

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

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

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

15. LEAVES OF ABSENCE WITH PAY.

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

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

Deleted: one

Deleted: 1

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

Deleted:

15.4. **Jury Duty.** An employee required to perform jury duty shall be entitled to a leave of absence with pay to perform such duty. An employee required to perform jury duty shall be compensated by the City at the employee's regular rate of pay for each hour of the normal work day absent for such duty. "Compensation" by the City shall not include reimbursement for expenses. In order to receive pay from the City for leave of absence to perform jury duty, the employee, upon the employee's receipt of payment for jury service by the Federal, State or County Government, shall remit to the Treasurer's Office of the City of Montpelier such compensation received, minus travel expenses paid. An employee who is released from jury duty during the employees regular work day shall promptly advise his/her supervisor of this fact and shall report to work as instructed.

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

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

16. SICK LEAVE.

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

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

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

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

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

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

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

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

Sec. 16.7 FAMILY LEAVE AND PARENTAL LEAVE.

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

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

(A) The serious illness of the employee.

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

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

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

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

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

(A) poses imminent danger of death;

(B) requires inpatient care in a hospital; or

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

(2) LEAVE.

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

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

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

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

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

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

16.9 **Incentive.** (a) Each calendar year an employee who experiences less than twenty-four (24) hours loss of time due to any reason chargeable to sick leave within a six-month period (January 1st-June 30th and/or July 1st-December 31st) shall be granted a bonus payable on the second regular payday in January, or the second regular payday in July, as follows:

- Less than eight (8) hours sick leave used in defined six-month period: $100.00;
- Less than sixteen (16) hours sick leave used in defined six-month period: $50.00;
- Less than twenty-four (24) hours sick leave used in defined six-month period: $25.00.

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

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

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

16.10 Each calendar year commencing January 1, 1998, an employee who has accumulated 120 days of sick leave at any time during a calendar year and who has 120 days of accumulated sick leave at the end of that calendar year (December 31st) shall be eligible to receive a bonus for that calendar year as follows: An employee who, during a calendar year, experiences less than twenty four (24) hours loss of time due to any reason chargeable to sick leave, shall be granted a bonus, in accordance with the following schedule, payable on the second regular pay day in January of the following year:

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

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

17. PERSONAL DAYS.

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

Deleted: each employee shall be entitled to one (1) personal day during the employee's first calendar year of employment

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

18. WORK-RELATED INJURY LEAVE.

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

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

19. LEAVES OF ABSENCE WITHOUT PAY.

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

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

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

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

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

20. LAYOFF AND RECALL

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

(a) Temporary and probationary employees will be laid off before permanent employees.

(b) Permanent employees will be laid off by reverse seniority within the classification.

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

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

21. FRINGE BENEFITS.

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

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

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

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

If the City of Montpelier chooses to continue to provide the CIGNA HDHP 2250 Value Insurance Plan and/or the plan exists beyond calendar year 2010, employees shall continue to be responsible for a share of the City's cost of health insurance. The City's cost of health insurance includes both the insurance premium and full HRA $3000/$6000 Plan. The employee share for 2011 and beyond shall be 5% for a single person plan and 20% for a two- person and family plan.

Employees shall be entitled to rollover 10% of the year-end unused employer contribution (maximum rollover equal to $300 for single person plan, $600 for two person and family plan) to the individual employee's HRA. The rollover shall not to exceed the maximum employee out of pocket expense of $500 for a single plan and

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

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

Deleted: 2012

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

21.5 **Dental Insurance.**

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

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

22. HOURS OF WORK AND OVERTIME.

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

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

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

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

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

Hours: 7:00 am to 3:30 pm, with a thirty (30) minute unpaid lunch. In the event that an employee is not required by the City to work through the employee's one-half hour lunch period, the employee will be permitted to return to the Public Works facility for the one-half hour lunch period. An employee who works through the employee's one-half hour lunch period may, by mutual consent of the City and the employee, be allowed to leave up to one-half hour early that day. The thirty (30) minute lunch period includes travel time to and from the job site if an employee wishes to return to the Public Works facility for lunch.

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

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

22.6 An employee who is called back to work after having left the employee's regular place of work shall receive not less than three (3) hours pay, except that their minimum guarantee shall not apply when an employee is called in early and works through to the start of the employee's regular shift.

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

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

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

Deleted: who,

Deleted: , work four (4) or more hours shall be granted up to one (1) hour meal break with pay, provided that a minimum of two (2) additional hours are worked by such employees after the meal break.

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

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

23. MISCELLANEOUS.

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

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

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

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

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

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

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

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%), computed on the employee’s regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said heavy equipment.

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

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

23.6. (a). Each employee shall be reimbursed for the purchase cost of work shoes or other work related clothing, approved by the City, up to the sum of $225.00 per fiscal year.

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

(c) The City shall furnish uniform sets to all other employees. A uniform set shall consist of five T-Shirts, five long sleeve shirts and two sweatshirts. All employees, except the Stock Records Clerk, will be required to wear uniforms.

23.7 Subject to the operating needs of the Department, an employee shall be granted an administrative day off without loss of pay on the day after Thanksgiving Day. The pay that an employee receives for such day off will be for eight (8) hours computed on the regular base pay rate of the employee. Said day off is neither a paid holiday under Article 14, nor a personal day under Article 17. An employee who is required to work that day shall receive no pay or any other benefit under Article 16 or pay under this Section. An employee who works that day shall only receive the employee's regular hourly pay and overtime, if any, as if this were a regularly scheduled work day. An employee required to work on the day after Thanksgiving Day shall also receive one hour of time off for each hour worked between 7:00 am and 3:30 pm, to a maximum of eight hours of time off. This time off must be taken before the end of the calendar year in which it is awarded. The time off received under this Section will not be subject to the provisions of Section 22.2, including the cap of forty (40) hours, as it is not compensatory time off in lieu of overtime pay.

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

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

24. FUNCTIONS - WAGE RATES.

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

Effective July 1, 2014 – 1.5%

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

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

Deleted: 2011

Deleted: -

Deleted: 0%**

Deleted: 2012

Deleted: 3.0%

Deleted: 2013

Deleted: 2.0%

Deleted: 3.5%

Deleted: [** Should any other collective bargaining unit it the City receive a COLA adjustment effective July 1, 2011, the same COLA adjustment shall be applied to Attachment A , and shall be retroactive to July 1, 2011]¶

24.2 **Salary and Wage Adjustment.**

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

Deleted:

Deleted: promotion

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

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

Step 10: Employees who are on Step 10 for one year shall, on each anniversary of their date of hire, receive a lump sum payment in the amount of one percent (1%) of their base pay.

24.3 **Annual Merit Award.** (a) All full time employees shall take the Functional Capacity Physical Fitness test for their specific job. All employees who successfully pass this test shall be paid $150.00

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

- 70 points B $ 300.00;
- 75 points B $ 400.00;
- 80 points B $ 550.00;
- 85 points B $ 650.00;

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

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

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

24.4 Employees shall be paid on a bi-weekly basis (every two weeks). The word "bi-weekly" as used in Sections: 8.1, 16.7, and 18.2 shall mean every two weeks.

25. GENDER.

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

26. ANNUAL MEDICAL EXAMINATION.

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

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

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

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

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

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

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

27. JOINT LABOR MANAGEMENT COMMITTEE.

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

28. DISCIPLINE AND DISCHARGE.

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

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

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

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

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

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

29. TERM OF AGREEMENT.

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

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

Deleted: 2011

Deleted: 2014

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98

DATED:

____
Member of Negotiating Committee

CITY OF MONTPELIER

BY:
City Manager

____
Member of Negotiating Committee

APPENDICES:

A – Wage Scale
B – Skills/Proficiency Chart

merchants BANK

Note No. 1 of 1 $1,200,000.00

City of Montpelier
GRANT ANTICIPATION NOTE
1160107445

Montpelier, Vermont June 27, 2014

On the August 31, 2014 for value received, the City of Montpelier promises to pay to MERCHANTS BANK, or order, the principal sum of:

ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS
($1,200,000.00)

with interest at the rate of 0.80% per annum, calculated on the basis of an actual 365 day year from the date of original delivery of this note, with principal and interest payable in lawful money of the United States at the Main Office of Merchants Bank, in the City of South Burlington, Vermont. Principal and interest may be prepaid in whole or in part prior to the above maturity date.

This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Charlotte Hoyt or Sandra Gallup. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower is in default under the terms of this Note or any agreement that Borrower has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower ceases doing business or is insolvent; (C) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender.

This note issued in anticipation of receipts of grants-in aid for the purpose of financing certain capital improvements authorized by vote of the City of Montpelier at a meeting thereof duly noticed, called and held on June 14, 2011, and pursuant to a resolution adopted by the City Council of said City of Montpelier at a meeting thereof duly noticed, called and held on June 25, 2014. This note shall be paid from such grants-in-aid, upon receipt thereof.

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 been done, have happened and have been performed in regular and due form as required by law and that the full faith and credit of the said City of Montpelier are hereby irrevocably pledged for the payment of this note.

City of Montpelier

By: ______________________________

____

____

____

______________________________ ______________________________

Treasurer City Council Or a Majority Thereof

City of Montpelier
RESOLUTION
GRANT ANTICIPATION BORROWING

WHEREAS, the City Council is authorized and empowered to borrow money on the credit of the City of Montpelier in anticipation of receipt of grants-in-aid for the construction of certain capital improvements authorized voted at the meeting held on June 14, 2011; and

WHEREAS, the said City Council finds it expedient and in the best interests of the City of Montpelier to borrow the sum of $1,200,000.00 in anticipation of the said grants-in-aid; and

WHEREAS, grants-in-aid in anticipation of which this borrowing is undertaken have been awarded and authorized by appropriate federal and/or state agencies; and

WHEREAS, the City Council has been and is now proceeding to construct the improvements authorized at said meeting and funds are needed to defray the cost thereof; and

WHEREAS, in order to have funds available to defray the cost of making said improvements as aforesaid, the City Council has arranged to borrow $1,200,000.00 from MERCHANTS BANK, with such borrowing evidenced by a single promissory Grant Anticipation Note (the "Note"), which Note does/does not refund and replace any obligation previously issued for the same purpose.

THEREFORE, BE IT RESOLVED, that the City Council and the Treasurer proceed forthwith to complete said transaction and issue said evidence of indebtedness to cover the same; and

BE IT FURTHER RESOLVED, that the Note, when issued and delivered pursuant to this Resolution, shall be a valid and binding general obligation of the City of Montpelier, payable according to the terms and tenor thereof from unlimited ad valorem taxes duly assessed on the grand list of taxable property in said City of Montpelier, as established by law; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the City of Montpelier and its City Council in, about, or concerning the expenditure of proceeds of the Note evidencing the borrowing and the issuance thereof are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that to the extent proceeds of the Note will be used to reimburse the City of Montpelier for capital expenditures previously made for the improvements described herein, this Resolution shall serve as a declaration of official intent under Section 1.150-2 of the Treasury Regulations (or a republication of any previously made declaration of official intent) to effect a reimbursement in an amount not to exceed the total of all previous capital improvement advances; and

We, the undersigned City Council and Treasurer, hereby certify that we as such officers have signed the Note, numbered 1, dated June 27, 2014 and due August 31, 2014 with an interest rate of 0.80%, payable as therein set forth and further certify that the Note is issued under and pursuant to this Resolution adopted at a duly noticed and warned meeting of the City Council of the City of Montpelier held on June 25, 2014.

We, the said City Council and Treasurer of the City of Montpelier, hereby certify that we are the duly chosen, qualified and acting officers as undersigned, that the Note is issued pursuant to authority, that no proceeding relating thereto has been taken other than as shown in the foregoing recital, that no such authority or action has been amended or repealed, and that there is no litigation threatened or pending in any state or federal court of competent jurisdiction seeking to enjoin either the issuance of the Note or the expenditures being financed by the proceeds of the same.

We also certify that there has been full and timely compliance with all public procurement, solicitation and bidding laws, ordinances and regulations with respect to each of the transactions embodied in this Resolution.

We certify also that no litigation is pending or threatened affecting the validity of the Note or the apportionment and assessment of taxes, if necessary, to pay the same when due, that neither the corporate existence nor the boundaries of the City of Montpelier, nor the title of any of us to our respective offices, is being questioned or contested.

Further, we hereby certify to and covenant with MERCHANTS BANK, its successors and assigns, including specifically the transferees, assigns, holders and owners of the Note that:

1. No proceeds of the Note (including investment proceeds thereof) will be used (directly or indirectly) in any trade or business carried on by any person other than the City of Montpelier nor used to make or finance loans to any person.

2. During the current calendar year, the City of Montpelier will not issue debt of any sort aggregating $10,000,000.00 or more.

3. The City of Montpelier will file when and as required with the Treasury Department or Internal Revenue Service information returns relating to the issuance of the Note and all other obligations of the City of Montpelier.

4. The City of Montpelier will comply with, perform, maintain and keep each and every covenant, representation, certification and undertaking in the accompanying Tax Certificate, execution and delivery of which is hereby authorized.

City of Montpelier

By: ______________________________

____

____

____

______________________________ Treasurer

______________________________ City Council Or a Majority Thereof

City of Montpelier
TAX CERTIFICATE
GRANT ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the City Council of the City of Montpelier, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the $1,200,000.00 Note numbered 1 of the Issuer (the "Note"), which Note is dated June 27, 2014 and is payable as therein set forth:

1. The Issuer is issuing and delivering the Note simultaneously with the delivery of the 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 for the purpose of financing, in anticipation of the issuance of a like amount for the City's District Heating Project approved by the Issuer at a duly held meeting thereof on June 14, 2011.

4. The entire amount borrowed by the issuance of the Note, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed the total costs of the improvement less all other funds available for the purpose, and all of the proceeds of the Note have been or are expected to be needed and expended for the improvements within three (3) years from the date of the first borrowing for these expenses.

5. Substantial binding obligations to commence the improvements being financed by the Note have been made, consisting of at least a binding obligation by the Issuer to expend more than five percent of the total cost of said improvements. Work on the improvements being financed by the Note is expected to proceed hereafter with due diligence.

6. The Note is not being issued to refund any obligation previously issued for the same purpose described in paragraph (3).

7. 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.

8. 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 the improvements within the period stated in paragraph (4) above to the extent such funds are not commingled for accounting purposes in the general funds of the Issuer with tax and other substantial operating revenues.

9. The Issuer has not created and does not expect to create or establish any debt service fund, 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.

10. To the best of our knowledge, information and belief, the above expectations are reasonable.

11. 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.

12. 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 or arbitrage bonds, as those terms are defined under the Internal Revenue Code of 1986, as amended by the Regulations promulgated thereunder by the U.S. Treasury (collectively the "Code").
b. Used directly or indirectly in a trade or business by any person other than the Issuer or another municipal 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;

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, including IRS Form 8038-G relating specifically to the Note, a copy of which is appended hereto as Exhibit A.

14. Neither the proceeds of the Note, nor any earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note.

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, if the manner of such payment, refunding or security, results in the Note being classified as a "private activity bond" or an "arbitrage bond" within the meaning of Sections 103, 141 and 148 of the Code.

16. The proceeds of the Note will not be used in a manner that will cause the Note to be a "private activity bond" or an "arbitrage bond" within the meaning of Sections 103(c), 141 and 148 of the Code.

17. In addition to the record-retention requirements of Section 6011 of the code, the Issuer hereby adopts and commits to implement the procedures set forth in Exhibit B which are intended to provide the following:

(a) Assignment of tax-exempt and tax credit bond, if applicable, compliance responsibilities to appropriate departments, officers, or employees.

(b) Establishment and maintenance of books and records for each issue of obligations of the Issuer.

(c) Code Section 148 compliant procedures for the investment of gross proceeds of each issue of the Issuer's obligations.

(d) Maintenance of records relating to all allocations of expenditures of proceeds of each issue of the Issuer's obligations.

(e) Periodic monitoring of use of proceeds of each issue of the Issuer's obligations, the investment and reinvestment of proceeds from the temporary investments thereof and the use of property acquired or financed by the proceeds of such obligations.

(f) Verification of the foregoing.

18. The Note is declared to be a "qualified obligation" under Section 265(b) of the Internal Revenue Code.

This Certificate is executed and is being delivered pursuant to Section 1.148(b)(2)(i) of the Regulations promulgated under Section 148 of the Code.

June 27, 2014

City of Montpelier

____

____

____

____

____
Treasurer

____
City Council
or a Majority Thereof

Economic Impact of Development of the Taylor Street Property

Prepared by:
Richard W. Heaps and Arthur Woolf
June 18, 2014

669 CAMBRIDGE ROAD • WESTFORD, VT 05494 • (802) 879-7774
email: rheaps@vteconomy.com • web page http://www.vteconomy.com

I. Purpose and Outline of this Report

In this document Northern Economic Consulting, Inc. ("NEC") reports to the City of Montpelier on its analysis of the economic impacts of the redevelopment of 1 Taylor St. from its current use as a parking lot to a ground floor transit center and as yet to be determined use of the upper level floors of the structure. NEC measured the impacts from the three alternative scenarios of development of just the upper floors. This does not include any analysis of the impact of the transit center itself.

The three alternative scenarios are:

- An Office Complex: The City is considering constructing 21,200 square feet of office space on the upper floors of the project.
- A Hotel: A second scenario is an 80 room hotel with 50,600 square feet of space, with approximately 80 hotel rooms.
- Residential Apartments: The third scenario is a residential apartment complex with 41 housing units with a total of 36,400 square feet of space, for an average of 890 square feet per unit. The exact mix of studio, one, and two bedroom units is yet to be determined.

Redstone Commercial Group ("Redstone") has prepared proformas for the City showing the construction and operating expenses of these three projects. The City contracted with Northern Economic Consulting to prepare an economic impact analysis of each of these projects. This report presents the results of that analysis.

II. Methodology Employed

NEC estimated the impact of the three projects by first reviewing the scope of each project with personnel at Redstone. Redstone's cost of construction and employment estimates were used in our analysis. We prepared estimates of the annual wage bill of each project during its operations based on Vermont wage data from the *Quarterly Survey of Employment and Wages* published by the Vermont Department of Labor.

The construction costs, employment and wages were then used to estimate the total economic impact by use of an economic model of Vermont prepared by Regional Dynamics. The Redyn model yielded employment, wage, and a host of other impact estimates for the economy of Washington County and the remainder of the state of Vermont. The Redyn estimates include not only the direct impact from the three scenarios but also the indirect impacts that are created through the multiplier process.

NEC then used the Redyn estimates, county and town level employment data, plus its professional judgement to prepare impact estimates that would fall solely on the City of Montpelier.

III. Economic Impact from the Office Complex

The office complex would be created on the upper floors of the proposed project and consist of 21,200 square feet of office space. The construction cost is estimated by Redstone to total $4.7 million. For purposes of this analysis we assume all construction occurs in 2015 and the project opens for business in 2016. This allows us to clearly differentiate the impact from the construction period, which is temporary, from the on-going impact from the operational period of the project.

The specific tenants of the new office are, of course, unknown at this time. NEC assumes the new tenants will be similar to those that have located in downtown Montpelier in terms of employment and wages. We concur with Redstone's estimate of 50 to 60 workers. We used 55 workers and estimated the payroll at $1.7 million.

The impacts of this scenario of the project are:

- Employment[1]

	Construction	Operations
City of Montpelier only	7	58
Washington County	26	65
All Vermont	68	80

During the construction of the office complex the economy of the state of Vermont will see an increase of 68 jobs, almost all of which will be in the construction industry. Washington County employers will create 26 of these 68 jobs. In Montpelier, we estimate there will be a gain of 7 construction jobs.

The during the operation of the office complex NEC estimates the state economy will see a gain of 80 jobs over that which would have existed otherwise. We estimate 65 of those jobs would be in Washington County. In addition, we estimate 58 of these jobs will be in the City of Montpelier.

[1] Note that employment and wages are measured where the employer is located. For example, if during the construction phase a Burlington electrical firm is hired, the employment and wages are not counted in Montpelier though the construction occurs there.

- Total Wages

	Construction	Operations
City of Montpelier only	$0.3 million	$2.0 million
Washington County	$1.2 million	$2.2 million
All Vermont	$3.2 million	$2.9 million

During the construction of the office complex the economy of the state of Vermont will see a payroll increase of $3.2 million (in constant 2014 dollars). Washington County employers account for $1.2 million of that payroll. In Montpelier, we estimate there will be a payroll gain of $0.3 million.

The during the operation of the office complex NEC estimates payrolls throughout the state will increase $2.9 million. Most of that ($2.2 million) will occur in Washington County. We estimate $2.0 million alone will occur in the City of Montpelier.

- Demographics

	Operations
City of Montpelier only	4
Washington County	8
All Vermont	16

This project will have a limited demographic impact on the state, county, and city. During operations the state population will increase by 16 people. Half of those will live in Washington County. We estimate the City of Montpelier will see a population gain of just 4 people.

IV. Economic Impact from the Hotel

The second scenario calls for a 50,600 square foot hotel to be constructed on the project site. The hotel will include 80 rooms, with the configuration yet to be determined. The construction cost is estimated by Redstone to total $13.2 million, not including acquisition costs. This is by far the largest construction cost of the three scenarios. Again we assume all construction occurs in 2015 and the project opens for business in 2016.

Redstone estimates there will be 70 employees at the hotel. Many hotel employees work part time because of the need to staff a hotel for specific daily peak periods. Based on Vermont Department of Labor wage data in the hotel industry we estimate the payroll at $1.4 million.

The impacts of this scenario of the project are:

- Employment

	Construction	Operations
City of Montpelier only	19	73
Washington County	75	80
All Vermont	191	95

During the construction of the hotel the economy of the state of Vermont will see an increase of 191 jobs, mostly in the construction industry. Washington County employers will create 75 of these 191 jobs. In Montpelier, we estimate there will be a gain of 19 of these jobs.

The during the operation of the hotel NEC estimates the state economy will see a gain of 95 jobs over that which would have existed otherwise. We estimate 80 of those jobs would be in Washington County. In addition, we estimate 73 of the jobs will be in the City of Montpelier.

- Total Wages

	Construction	Operations
City of Montpelier only	$0.8 million	$1.7 million
Washington County	$3.3 million	$1.9 million
All Vermont	$8.9 million	$2.6 million

During the construction of the hotel the economy of the state of Vermont will see a payroll increase of $8.9 million (in constant 2014 dollars). Washington County employers account for $3.3 million of that payroll. In Montpelier, we estimate there will be a payroll gain of $0.8 million.

Then during the operation of the hotel NEC estimates payrolls throughout the state will increase $2.6 million. Most of that ($1.9 million) will occur in Washington County. We estimate $1.7 million alone will occur in the City of Montpelier.

- Demographics

	Operations
City of Montpelier only	5
Washington County	10
All Vermont	26

This project will have a limited demographic impact on the state, county, and city. During operations the state population will increase by 26 people. Ten of those will live in Washington County. We estimate the City of Montpelier will see a population gain of just 5 people.

V. Economic Impact from the Apartments

The third scenario is a residential apartment complex with 41 apartment units. The exact mix of studio, one, and two bedroom units is yet to be determined. The construction cost is estimated by Redstone to total $7.5 million. All construction is assumed to occur in 2015 and the project opens for business in 2016.

NEC estimates there will be just two employees needed to operate the apartment complex. Based Vermont Department of Labor data we estimate the payroll to total just $81,000 in 2016. The operational impacts of this project will therefore be limited.

The impacts of this scenario of the project are:

- Employment

	Construction	Operations
City of Montpelier only	11	3
Washington County	43	3
All Vermont	109	5

During the construction of the apartment component of the project the economy of the state of Vermont will see an increase of 109 jobs, most of which will be in the construction industry. Washington County employers will create 43 of these 109 jobs. In Montpelier, we estimate there will be a gain of 11 of these jobs.

The during the operation of the apartments, NEC estimates the state economy will see a gain of 5 jobs with 3 of them in Washington County, all in the City of Montpelier.

- Total Wages

	Construction	Operations
City of Montpelier only	$0.5 million	$139,000
Washington County	$1.9 million	$139,000
All Vermont	$5.1 million	$234,000

During the construction of the apartments, the economy of the state of Vermont will see a payroll increase of $5.1 million (in constant 2014 dollars). Washington County employers account for $1.9 million of that payroll with $0.5 million of it in the City of Montpelier.

The during the operation of the apartments, NEC estimates payrolls throughout the state will increase by $234,000, with $139,000 of that in Washington County–with all of it at City of Montpelier employers.

- Demographics

	Operations
City of Montpelier only	2 + 47
Washington County	3
All Vermont	10

This project will have a limited demographic impact on the state, county, and city. During operations the state population will increase by 10 people, with only 3 of those in Washington County.

We estimate the City of Montpelier will see a population gain of just 2 people from the employment at the apartment building. The last number does not include the residents of the apartment building. We estimate the apartment complex will have 45 to 50 residents (we use 47 in the table) based on national and Vermont demographic multipliers. We do not believe these will be new residents to the state but rather a shift in population to Montpelier from elsewhere in the state and county.

VI. Impact on Local Taxable Spending

We also estimated the impact of each of these scenarios on annual taxable retail and restaurant spending in the City of Montpelier by use of the Redyn model and data from the Vermont Department of Taxes. Taxable retail spending is spending on goods subject to Vermont's general sales tax. During the first year of operations of each of the three scenarios, we estimate the following increases in spending in the City.

	Taxable Retail Spending	Restaurant Spending
Office Complex	$113,000	$69,000
Hotel[2]	$98,000	$396,000
Apartments	$104,000	$245,000

[2] The number in the second column is only the spending at Montpelier restaurants. The rooms spending at the proposed hotel itself is not included.

VII. Impact on Montpelier Schools

The City of Montpelier operates a pre-K through 12th grade public school program with an elementary school through grade 5, a middle school, and a high school. Total current enrollment in the school system is 902 students.[3]

As noted earlier in this report, the demographic impact three scenarios on the City of Montpelier is very limited. To summarize, the total population impact during operations from each of the scenarios is as shown in column 1.

	(1) City Population Impact	(2) City Schools Enrollment Impact
Office Complex	4	1
Hotel	5	1
Apartments	2 + 47	0 + 3

We also estimated the population impact in just the age range of 5 to 17. The impact is shown in column 2 above. The maximum impact is three new students. With an enrollment of over 900 students, the impact is negligible.

Finally, note in the case of the apartment complex, standard demographic multipliers suggest very few children live in apartment buildings with units of two or fewer bedrooms.[4] Based on these multipliers, we expect fewer than three new students to enter the Montpelier schools from the residents of the apartment complex.

None of these scenarios presents a financial burden to the City of Montpelier school system. The current education funding system in Vermont raises or lowers school taxes based on per pupil spending. We see no reason to expect the addition of at most three students will have any significant effect on per pupil spending. Therefore, there will be no school tax increase from any of these projects.

[3] Based on data in the Montpelier Public Schools, School Report February 2014.

[4] See *Housing and Vermont's School Enrollment*, VHFA, January 2007.

In preparation of this report, a question was raised about the possible increase in new students from many Montpelier residents vacating their existing housing and moving to the apartment complex, and thereby freeing up a large number of existing houses for new families to move to the City with many school children. We find that extremely unlikely. Rather the new residents of the apartment complex will most likely be drawn from the entire region, not just Montpelier. And given the declining household size in Vermont, we do not expect anything other than similar size households to fill the vacated housing.

Lastly, additional students in Vermont do not raise per pupil spending. Given the fixed costs of operating a school, most likely a small number of additional students will reduce per pupil spending and, therefore, reduce school tax rates.

VIII. Summary and Recommendation

In the table below we summarize the impact on the economy of the City of Montpelier from the three scenarios. We include only the impact during the operation of the projects.

Estimated Impact on Economy of the City of Montpelier - During Operations					
	Jobs	Wages (in millions)	New City Population	Taxable Retail Spending	Restaurant Spending
Office complex	58	$2.0	4	$113,000	$69,000
Hotel	73	$1.7	5	$98,000	$396,000
Apartments	3	$0.1	49	$104,000	$245,000

As economists, we naturally recommend the City to choose the project that best meets its goals. Assuming the goal is to best stimulate economic activity in the City, we note the following:

- The projects are all very similar from the standpoint of the new taxable retail spending generated in the City.
- The hotel will generate the largest increase in meals spending in the town, followed by the apartments, then the office complex.
- The office complex and hotel will create more jobs and local payrolls than the apartment complex.

Therefore, our personal recommendation is for either the office complex or the hotel.

CITY OF MONTPELIER, VERMONT

- THE SMALLEST CAPITAL CITY IN THE UNITED STATES -

ECONOMIC IMPACT INFORMATION
William Fraser, City Manager, June 19, 2014

Richard W. Heaps and Arthur Woolf of Northern Economic Consulting, Inc. prepared an economic impact report dated June 18th at the request of the City of Montpelier. The report projects economic activity in the city based on initial proposals from the Redstone Commercial Group. The three projects for comparison are 21,200 square feet of office space, a 50,600 square foot hotel with 80 rooms and a 36,400 square foot apartment complex with 41 housing units. The report explains methodology and presents this summary table on page 12.

Estimated Impact on Economy of the City of Montpelier - During Operations					
	Jobs	**Wages (in millions)**	**New City Population**	**Taxable Retail Spending**	**Restaurant Spending**
Office complex	58	$2.0	4	$113,000	$69,000
Hotel	73	$1.7	5	$98,000	$396,000
Apartments	3	$0.1	49	$104,000	$245,000

In addition to the independent economic report, the City Assessor prepared projected property values for each project, using the descriptions in Redstone's proposal. The Assessor projected value ranges which vary by 6% to 18% from the midpoint. For this purpose, I have applied the projected FY15 tax rates and the midpoint value to develop an estimate of property tax revenue.

Project	**Estimated Value**	**Municipal Tax**	**School Tax**	**Combined Tax**
		$1.07 Rate/$100	**$1.55 rate/ $100**	**$2.62 rate/$100**
Office Complex	$1,939,800	$20,756	$30,067	$50,823
Hotel	$5,750,000	$61,525	$89,125	$150,650
Apartments	$3,239,000	$34,657	$50,205	$84,862

(802)-223-9502, TELEPHONE 39 MAIN STREET, MONTPELIER, VT 05602 (802)-223-9519, FAX
WWW.MONTPELIER-VT.ORG

Meter Bag Usage Regulations

General Commercial Use and Construction

3 days minimum notice is required to guarantee a reservation.

Use of meter bags is a privilege extended to allow providers of commercial services to park vehicles necessary to the performance of the service, on an intermittent and temporary basis, near to the work site where off-street parking is not available or inadequate. Vehicles parked at meter bags are permitted only as required to perform a service. Meter bags shall not be used for general employee or convenience parking, and shall not be used by street vendors.
Meter bags are not permitted in retail areas , specifically State Street between Main and Elm, or Main Street Between Barre Street and School Street for no more than 2 days unless approved as part of a building or access permit as determined by the DPW and/or Building Inspector. The need for bags on those streets must be demonstrated at the time of application in order to obtain permission to park on those streets. Vehicles using meter bags contrary to the regulation will be ticketed as if the bag were not present.

Meter bags may be recalled at any time for the convenience of the city. From time to time, the Department may call to ask you to move your bag to another location for any reason.

Meter bags are valid only during those times parking is permitted at the meter space where used. (Check Signs) If City meter space is posted TOW ZONE, NO STANDING, parking at the bag is prohibited and the vehicle may be ticketed and towed. Parking is also prohibited during street sweeping, parades; snow emergencies, during winter parking ban, festivals, and the like.

Parking meters must be **not** covered the evening prior to use to reserve the space for the next day and must be removed before 7pm on the day reserved. Meter bags reserve spaces during meter operations, generally 7AM -5PM. If your construction work requires clear curb space 24 hours per day, consult with the Police Department and/or Building Inspector about this so other solutions can be arranged.

Meter Bag Pick Up
Meter bags are available for pickup at the City Clerk only on the business day before after 2pm (Friday for Saturday or Monday use), and are chargeable from the day after pickup to the day before return by 11am (one day minimum). Later returns are charged as being in use. Stolen bags must be reported promptly.

Meter Bag Fees
The Meter bag fee is $10.00 per day and will be billed on the basis of five (5) day week (Sunday and Holidays are excluded). A $25.00 fee will be charged for lost bags. The City Clerk may bar you from future meter bag use for failure to pay fees when demanded. You also will not be issued Public Works permits while in arrears.

Special Events
In circumstances where special one-time events (weddings, funerals, **public events** and festivals) may cause a traffic hazard due to lack of parking, loading or drop-off pick up spaces, the Clerk will make bags available as necessary. Reservation of parking spaces for attendees at these events can

only be accommodated where space exists without placing undue burden on surrounding users. You must still follow all directives stated above.

For special events, the applicant must demonstrate a need for on-street loading and / or pick up and drop off space. Reservation of parking spaces for attendees at these events is not encouraged and will only be accommodated where space exists without placing undue burden on surrounding users.
In the event additional off-street parking is required, the applicant is encouraged to contact the Montpelier Police Department for reservation of spaces off street.

The Director of Public Works , Chief of Police or Building Inspector approval is required if more than 3 bags are required. The standard $10.00 fee will be charged for each day of use.

In the event of a funeral or not-for-profit special event, the Clerk, the Police Chief, Head of DPW or City Manager may waive the meter bag fee as necessary.

Sandy Pitonyak

From: ERIC LADD
Sent: Thursday, June 12, 2014 1:38 PM
To: Sandy Pitonyak; William Fraser
Cc: Todd Law
Subject: FW: sidewalk plow replacement

This is the memo I sent to Todd. The lowest bid machine does not follow the bid speculations for multiple reasons. A fe examples are not having a dump body installed on it, nor can it carry ¾ yd. of material minimum. This would require more trips to the shop, or more time spent refilling by hand on the street, longer route completion time. It also doesn't have electric locking differentials which add to the traction significantly. These are a couple of the major deficiencies of the top of my head.
The Bidder knew that this machine didn't meet specs and told me that prior to bidding that is why they summited two bids. They have had this machine in stock for some time and just wanted to get it in with a really low bid. Their machine that more closely follow the specs. they bid at $112,400.00.

ERIC

From: ERIC LADD
Sent: Friday, May 30, 2014 1:55 PM
To: Todd Law; Ginny Mackey
Subject: sidewalk plow replacement

After review of the 4 Bids received for the replacement of the sidewalk plow w/sander I recommend we proceed as follows:

The low bid submitted Beauregard Equipment doesn't comply with the bid specs for multiple reason. I therefore recommend that the City accept the next low bid, submitted by H.P Fairfield, for the amount of $104,640. The budgeted amount (309400.83.01) for this purchase (listed as snowblower #20) is $110,000 in FY15. Sidewalk plow not to be accepted/received until after July 1, 2014.

ERIC LADD
Equipment Div. Supervisor
City of Montpelier
802-223-9510

City Of Montpelier
Department of Public Works
Memorandum

To:	**William J. Fraser, City Manager**
From:	**Todd C. Law, PE, Director** TL
Date:	**June 2, 2014**
Subject:	**Bids Received for Sidewalk Plow w/Sander #15**

On May 30, 2014, we opened bids received for a Sidewalk Plow with Sander for the Public Works Department. Four bids were received; the bid tabulation is attached. The low bid was submitted by H. P. Fairfield, Inc., in the amount of $104,640, with delivery and payment to be made after July 1, 2014. The amount included in the FY2015 budget for this purchase is $110,000.

We request that this item be placed on the Consent Agenda for the upcoming Council meeting; suggested wording for the Agenda follows:

To accept the bid proposal for a new Trackless MT6 Sidewalk Plow with Sander, submitted by H.P. Fairfield, Inc. of Morrisville, VT, in the amount of ***$104,640****; and to authorize the City Manager to execute all documents related to this purchase.*

If you would like further information, or if you would like to review the file on this purchase, please feel free to contact my office.

Attachment (Bid Tabulation)
C: Eric Ladd, Equipment Supervisor

CITY OF MONTPELIER, Vermont
Department of Public Works 10:05 AM

Sidewalk Plow w/Sander #15
Purchase #109400.83.01 FY 2015

HP FAIRFIELD

Date of Opening: May 30, 2014 , 10:00 am.

Item	Description		HP FAIRFIELD MT-6 Total Price	CHADWICK - BAROSS C-480 Total Price	BEAUREGARD EQUIPMENT MU-2 Total Price	BEAUREGARD EQUIPMENT MU-4 Total Price	Total Price	Total Price
1	New Sidewalk Plow w/Sander		107,140.00	155,750.00	117,900	127,530.00		
2	Less Municipal Discounts		0	17979.00	26,200.00	11,930.00		
3	Trade Allowance 1986 MT5 Trackless		2500.00	6000.00	3500.00	3500.00		
	TOTAL BID PRICE w/TRADE		104,640.00	131,771.00	88,200	112,400.00		
	TOTAL BID PRICE w/NO TRADE							
4	OPTION: Extended Warranty 60 mos.	2YR 3YR	2700.00 7300.00	60 month 1972.00	60 month 4250	60 month 4250		
	Total Bid Price w/Option							

CITY OF MONTPELIER
BID RESULTS

June 18, 2014
Present: Sandra Gallup, Finance Director
Charlotte L. Hoyt, City Treasurer

$2,500,000 TAX ANTICIPATION NOTE:

Community National

Tax Anticipation Loan Rate 2.80% with Investment-Money Market Rate 3.52% (3.58% effective rate)

Line of Credit .83%

People's United Bank

Tax Anticipation Note Rate 1.25% with Investment-Now Account Rate 1.46% (actual 1.45%)

Merchants

Tax Anticipation Note Rate 2.75% with Investment Account Rate 3.40% (APY 3.45%)

Line of Credit .80%

$1,200,000 GRANT ANTICIPATION NOTE (DISTRICT HEAT):

Community National

Grant Anticipation Loan Rate .75% for a straight note with all funds disbursed at the time of closing.

People's United Bank

Grant Anticipation Note Rate 1.10%

Merchants

Grant Anticipation Note Rate .80% "as needed (line of credit)" basis

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 $2,500,000.00 Tax/Revenue Anticipation Note Number 11141034-50 of the Issuer (the "Note"), which Note is dated July 1, 2014, 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, 2014.

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 by 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, 2014.

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, 2014

City of Montpelier
By:

____

____

____

____

____

____

____

Montpelier City Council or a
Majority Thereof

____

Treasurer

No. 11141034-50

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

TAX ANTICIPATION NOTE

$2,500,000.00 **July 1, 2014**

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

Two Million Five Hundred Thousand dollars and No/100
($2,500,000.00)

plus interest from July 1, 2014, at a fixed rate of 2.80% percent, per annum, until June 30, 2015. 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, 2014. 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 20, 2014. 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

MEMO FROM TAX COLLECTOR – JUNE 19, 2014

General information that may be of interest is that the City charges the maximum allowed penalty of 8% per quarter delinquency on both taxes, water and sewer. In addition, interest is charged on water and sewer at the rate of 1% per month for the first three months of delinquency starting the day after the due date. In the fourth month the interest increases to 1 ½% per month till the delinquency is fully paid off (16 ½% per year). A few years ago, the Council voted not to charge interest the first month of a tax delinquency thereby making the yearly interest on taxes 15 ½%.

Tax Collector refers the Council to the City Charter Title XII – TAXATION. In addition, reference is made to the City Ordinances Chapter 16. One note, while the ordinances provided that any installment going delinquent resulted in the remaining balances on any quarter(s) also being deemed delinquent, this was never the practice when I assumed the position in 1987. The City only charges the penalty and interest on the actual delinquent quarters. Recent voter approved and Legislative approved changes to the Charter have been sent separately to the City Council.

The number of tax delinquencies the day after the due date run in the mid 200's. By the end of the first month, the delinquency numbers run in the mid 100's. At all time, there are roughly 100 delinquent accounts that require constant attention. Regular monthly statements are mailed out on taxes, water and sewer, and handwritten notes by the tax collector often accompany the notices encouraging payment plans, suggestions of what monthly payment would bring them current in approximately a year (taking into account their delinquency and the future installments within the year).

The number of accounts for water and sewer delinquencies run higher quarterly than taxes – around 350 the day after – while the dollar amount is less. Many mortgage companies require the taxpayer to escrow their taxes, and there may not be the "stigma" attached to utility delinquencies that there is to being delinquent on one's taxes.

The current tax collector feels that an important part of the job entails helping people work through their delinquencies. Quite often, through contact with the delinquent individual, one becomes aware of needs in other areas, some of which quite often may be the reason for the delinquencies. One example is a widow, who never managed the finances. She became severely delinquent in her water and sewer account. Tax collector noticed extreme usage for a one-person household. The widow indicated she couldn't afford a plumber. The City worked with her to show her how fixing the problem, would reduce her bill substantially. We referred her to the Office of the Aging and they were able to assist her. Since she had no mortgage, she was able to get a small equity loan, paid her delinquency, fixed her plumbing problem and had money left over monthly to take care of some other needs. City has worked through delinquencies, getting full payment and has not had to sell any one's home. We wait out foreclosure process, which, while it requires longer to receive our money, we end up with full payment of the debts. Only in bankruptcy, do we end up receiving less than due and that is in the fees which the bankruptcy court reduces substantially – but we do get the full principal.

8/13	Prio yrs delq	Curr. Delq	Curr pmts 1st wk	priors yrs on 11/13	8/13 bal on 11/13	prior yrs on 2/14	8/13 bal on 2/14	Prior yrs on 5/14	Bal for 8/13 on 5/14
	78,683	190,658	47,468	41,284	46,121	26,920	24,075	13,856	14,891
							11/13 bal on 2/14		11/13 bal on 5/14
11/13	41,284	147,248	28,807	41,284		26,920	39,541	13,856	24,099
									2/14 bal on 5/14
2/14	26,920	204,250	22,268			26,920		13,856	45,117
									5/14 bal on 5/14
5/14	13,856	181,927	24,715					13,856	181,927

Prior years delinquent on June 17, 2014	12,172.48
August 2013 taxes on June 17, 2014	14,144.71
November 2013 taxes on June 17, 2014	22,942.33
February 2014 taxes on June 17, 2014	40,509.28
May 2014 taxes on June 17, 2014	99,552.55

Total taxes that went delinquent (2013-2014) 724,083

Total taxes that went delinquent (2012-2013) 776,087

Fiscal year 2012-2013

DELINQUENCIES	PENALTIES C	INTEREST C	TOTAL FEES		Total Delinquencies	Penalties Col	Interest Coll	TOTAL FEES		TOTAL OF ALL
TAXES	COLLECTED	COLLECTED	TAXES		WATER & SEWER	COLLECTED	COLLECTED	UTILITIES		FEES COLLECTED
776,086.59	58,976.99	14,397.92	73,374.91		384,890.27	26,392.89	21,591.80	47,984.69		121,359.60

TOTAL COMBINED DELINQUENCIES	1,160,976.86
TOTAL COMBINED PENALTIES	85,369.88
TOTAL COMBINED INTEREST	35,989.72
TOTAL FEES COLLECTED	121,359.60

Subchapter 12. Assessment and Collection of Taxes; Establishment of Water and Heat Rates

§ 1201. ASSESSMENT OF TAXES AND ESTABLISHMENT OF TAX RATE

(a) The City Council shall assess such taxes upon the grand list of the City as the voters at any annual or special meeting warned for that purpose have approved for the payment of debts and current expenses of the City, for carrying out any of the purposes of this chapter, for the support of schools and for the payment of all State and county taxes and obligations imposed by law. The vote of the City shall be upon the specific sum of budgeted tax appropriation for the support of all City departments, grants, schools, recreation, and senior citizens. The City Council shall establish a tax rate based upon the true grand list as appraised by the City Assessor, and shall deliver the same to the City Treasurer for computation and collection.

(b) The City shall have the authority to change the way that the annual fiscal budget is approved, enabling voters to approve the entire municipal budget instead of or in addition to voting on the budgeted tax appropriation amount. Voting on the entire municipal budget shall take effect when such process is adopted by the majority of voters at an annual or special meeting duly warned for this purpose in accordance with general law.

§ 1202. NOTICE OF TAX BILL AND DUE DATE

Thirty days before the due date for the payment of taxes or before the first installment payment thereof, the City Treasurer shall send all municipal taxpayers notice in writing of the tax bill, the amount thereof, and the "due date" by which this amount shall be paid to the City Treasurer.

§ 1203. TAX PAYMENT SCHEDULE

Except as hereinafter provided, taxes assessed upon the grand list of the City shall be due and payable in equal installments or as the City Council may provide by ordinance. Default in payment of any installment due shall render a penalty based on the payment that is in default. Any special tax assessed on the grand list of the City shall be due and as the City Council shall provide by ordinance.

§ 1204. [Repealed.]

§ 1205. WARRANTS ON DELINQUENT TAXES AND WATER, SEWER, AND THERMAL ENERGY BILLS

Within 30 days following the due date, the Treasurer shall prepare warrants for taxpayers and property owners delinquent in payment of taxes or water, sewer, or thermal energy bills. The Treasurer shall deliver these warrants forthwith to the Tax Collector for collection, with penalties and interest as provided by ordinance and by law. Such warrants shall remain in full force until all the taxes and other delinquent payments have been either collected, abated, or have become outlawed under the general law.

§ 1206. LIEN UPON REAL ESTATE

All taxes lawfully assessed upon real estate in the city as well as charges for water, sewer services, heat, and any special assessments shall constitute an underlying lien on such real estate and shall enjoy priority in law over all other liens regardless of whether such other liens have priority in time.

§ 1207. APPLICATION OF PAYMENT ON DELINQUENT TAXES

Payments made on the account of a delinquent taxpayer shall be applied: first, to all outstanding personal property taxes for which said delinquent taxpayer is responsible; second, to real estate taxes for which said delinquent taxpayer is responsible. However, the holder of a mortgage or other lien upon real or personal property of a taxpayer may make payment on said taxpayer's account and may specify that such payments be applied on the tax assessed against the property covered by such mortgage or lien. Any taxes paid shall be applied to penalty, interest, and oldest outstanding delinquency in that order first.

§ 1208. WATER AND SEWER RATES

The City Council shall establish rates to be paid for the use of water supplied by the City water system and sewage disposal and benefit charges. Water rates and sewage disposal charges shall be and are hereby made a lien in the nature of a real estate tax upon the real estate so supplied with water and public sewers, and shall be collected and enforced under such regulations and ordinances as the City Council shall prescribe.

* * *

§ 1212. TAX COLLECTOR

Delinquent taxes, fees, charges, and assessments shall be collected by the City Tax Collector, appointed under Section 1007 of this chapter, whose powers and duties shall be those provided by general law.

§ 1213. PROPERTY TAX CREDITS; SPRINKLERS

By resolution or ordinance, the City Council may grant credits equal to no more than 10 percent of the annual municipal property tax, or reductions of up to 10 percent of the appraised valuation, for residential and nonresidential buildings equipped with an operating fire sprinkler system approved by the Fire Chief in accordance with applicable codes and ordinances.

Subchapter 13. Special Assessments; Taking Property for Public Purposes

§ 1301. TAKING PROPERTY FOR PUBLIC PURPOSES

The City Council, upon notice to persons affected, may lay out, make, maintain, alter, establish, install, construct, discontinue, or repair the following: any street, road, highway, lane, alley, transportation path, or sidewalk; any heat facilities and devices or other measures to conserve or generate energy or promote efficient energy use in the city; any public facilities, parks, playing fields, and other improvements deemed necessary by the Council; any municipal building; any water source, treatment, storage, delivery, sale, transmission, and distribution facilities within and without the City; and any

CHAPTER 16

ARTICLE I. GENERAL TAXATION

Sec. 16-1. POWER AND AUTHORITY OF THE CITY COUNCIL.

It is hereby ordained by the City Council of the City of Montpelier that in accordance with the authority granted by the City Charter and the State Statutes pertaining to taxation, the City Council has the power and authority to establish a fiscal year beginning on July 1 of each year and ending on the following June 30, and to determine the procedures and manner for the payment and collection of taxes.

Sec. 16-2. ASSESSMENT OF TAXES.

The assessment of taxes upon the property of the City of Montpelier shall be conducted in accordance with the State Statutes pertaining to taxation.

Sec. 16-3. PREPARATION AND MAILING OF TAX BILLS.

The City Clerk-Treasurer shall annually, upon receipt of the true grand list from the Assessor's Department and the tax rate as established by the City Council, cause tax bills to be prepared which shall contain the name of each person taxed, the amount of the tax, the regular tax payment date of each installment, the rate of interest charge for the late payment, and the penalty for delinquency. The City Clerk-Treasurer shall further cause said tax bill to be sent by mail to each taxpayer of record on or before July 15th each year, or such other date as may be determined from time to time by the City Council.

Sec. 16-4. DUE DATE FOR REGULAR TAX PAYMENTS.

(a) Tax payments must be postmarked at a United States Post Office on or before the due date. Metered postmarks will be accepted if the post office cancellation does not bear a later date. Payments will also be received in the City Clerk-Treasurer's Office before the close of business (4:30 P.M.) On the due date or placed in the drop box located in the back wall at City Hall adjacent to the ramp to the back door prior to midnight on the due date. Payments postmarked or received after this date and time are late and delinquent and subject to the interest charges and penalties in Sec's. 16-6, 16-7, and 16-8.

(b) For the purposes of this article, the due dates for regular tax payments shall be the dates as set out in Sec. 16-5, but if any of those dates shall fall on a Saturday, Sunday, or State or federal holiday, the due date shall be the first day following the regular tax payment date which is not a Saturday, Sunday or State or federal holiday.

Sec. 16-5. REGULAR TAX PAYMENT DATES.

The schedule of regular tax payment dates shall be as follows:

1st payment	-	August 15	each year
2nd payment	-	November 15	"
3rd payment	-	February 15	"
4th payment	-	May 15	"

Sec. 16-6. INTEREST CHARGE ON LATE INSTALLMENT PAYMENTS.

An interest charge for late payment of taxes shall be imposed at the rate of one (1%) percent per month, or any part thereof, for one (1) month from the due date of each regular tax payment date established by Sec. 16-5, and for the subsequent two (2) months; thereafter, interest shall be charged at the rate of one and one-half (1½%) percent per month, or any part thereof.

Sec. 16-7. TAX DEEMED DELINQUENT.

In accordance with the City Charter, Title XII, Section 3, default in the payment of all or any portion of any installment shall render the full amount of such tax overdue and delinquent; provided, however, that interest imposed under Sec. 16-6 shall accrue to each delinquent installment following one (1) month from the respective due dates of each. A tax or installment payment shall be deemed in default and delinquent in the full amount of the unpaid balance if said tax or installment payment remains unpaid following the due date for each payment.

Sec. 16-8. PENALTY FOR DELINQUENCY.

In accordance with the City Charter, Title XII, Section 4, a penalty of eight (8%) percent shall be added to the unpaid portion of each delinquent installment. Said penalty shall become part of the tax for all purposes and shall be payable to the city sheriff or collector of delinquent taxes.

Sec's. 16-9 to 16-199. Reserved.

CHARTER REFERENCE: Title XII

STATE LAW REFERENCE: V.S.A. Title 24-32 et seq.

Enacted December 8, 1976. Effective 12/20/76.
Amendment enacted February 23, 1983 [Sec. 16-6 rewritten]. Date of Publication: 3/2/83. Effective Date: 3/8/83.
Amendment enacted October 13, 1993 [Entire Article rewritten]. Date of Publication: 10/25/93. Effective Date: 11/01/93.
Amendment enacted October 3, 2001 [Sec's. 16-4, 16-6, 16-7 and 16-8 rewritten]. Date of Publication: 10/08/01. Effective Date: 10/14/01.
Amendment enacted June 25, 2003 [Sec. 16-3, rewritten]. Date of Publication: 7/03/03. Effective Date: 7/9/03.

City of Montpelier, Vermont

"The Smallest Capital City in the United States"

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

FROM: Sandy Gallup, Finance Director

DATE: June 19, 2014

SUBJECT: Recommended Interim Water Rates for Fiscal Year 2015

Consideration of adopting the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee with an annual $8 increase in the Fixed Charge for Water Users.

Water Rates:
The goal of establishing a new water rate structure base on Equivalent Residential Units by July 1, 2014 will be delayed three-months. City staff and the Water and Sewer Rate Committee require more time to design the rate structure and plan the public outreach program. During this three month period the committee recommends that there be a small increase in the fixed water rate charge. There is no increase in the metered usage rates.

WATER FUND:

Recommendation for Rates July 1, 2014

	FY14 Rate	**FY15 Recommended Rate (no change)**
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 $158 annually (up from $150)

Projected additional revenue $6000 (one quarter only)
Impact on Users: $2 increase per quarter

These rates will be effective July 1, 2014 and will be used in calculating the water and sewer bills due December 15, 2014. Users will receive notice of this increase in the water and sewer bills that will be going out in July. The committee members will be bringing information to the Council on the new rate structure with higher fixed rates based on "equivalent average user "calculations in August.