CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting
City Council Chambers, City Hall
Wednesday, September 18, 2013
6:30 P.M.

1) Call to Order by the Mayor

2) 13-228. General Business and Appearances

3) 13-229. Consideration of the Consent Agenda:

a) Consideration of Minutes from the September 11th, 2013 Meeting.

b) Acknowledgment and signing, by the Mayor, of a Proclamation for "Recovery Day".

c) Accept the low bid of $43,475.00 submitted by Southworth-Milton of Richmond, Vermont, for the purchase of a Standby Generator for the Public Works Department, and authorize the City Manager to make this purchase.

d) Payroll and Bills

4) 13-230. Appointments to Montpelier's Historic Preservation Commission

a) As of September 22nd, the terms of Helen Husher and Tim Senter expire. Helen's is a 3-year term, and Tim's is the 2-year term. Tim is no longer able to serve.

b) Staff advertised and received letters of interest from Helen who is seeking reappointment; the other letter was submitted by Stephen Bousquet who works for Heney Realtors and is in the process of moving his family to Montpelier.

c) Recommendation: Following an opportunity to meet the applicants, reappoint Helen Husher to another 3-year term; possibly appoint Stephen Bousquet to the 2-year seat.

5) 13-231. Appointment to Montpelier Loan Fund Committee

a) Jo Ann Corski Gibbons' 3-year term expires this month. Staff advertised and received letters of interest from Jo Ann, who is seeking reappointment for another 3-year term, and Stephen Bousquet who, as mentioned earlier, is in the process of moving his family to Montpelier.

b) Recommendation: Appointment to fill the 3-year term.

6) 13-232. Second Public Hearing to consider a proposed amendment to the City's Code of Ordinances, Article VII, PARKING AND PARKING METER ZONES, as it relates to parking on East State Street

a) There have been concerns raised since City Council passed a modification to Section 10-716, Parking Prohibited, of the City's Ordinances to add parking spaces along East State Street (from just above #54 East State Street to Hubbard Street intersection).

b) The City's Traffic Committee has re-visited the situation and is recommending the following amendment:

1) Sec. 10-716. PARKING PROHIBITED.

(u) East State Street. Parking is prohibited on the south side of East State Street from Main Street to No. 79 East State Street; and parking is prohibited on the north side of East State Street from the driveway serving #54 East State Street to a point sixty (60) feet easterly; and forty (40) feet westerly and fifty-one (51) feet easterly of the driveway serving #58 East State Street ~~No. 54 East State~~ and within forty-two(42) feet easterly of Hubbard Street; and on the north side of East State Street from 78 East State Street to College Street; and on the south side of East State from West Street westerly for a distance of ninety (90) feet, and from West Street easterly for a distance of sixty (60) feet; and on the south side of East State Street for a distance of forty (40) feet from the College Street intersection

c) Council conducted the First Public Hearing on September 11th.

d) Recommendation: Conduct the Second Public Hearing, with or without further amendments; approve the proposed amendment.

7) 13-233. Review and approve Downtown Improvement District Guidelines and Work Plan as requested by Council at the August 14, 2013 Regular Council Meeting

a) Steve Cook, DID Committee Member, and Kevin Casey, Community Development Specialist, will be presenting.

b) Recommendation: Receive presentation; opportunity for discussion; possible direction to DID Committee/staff.

8) 13-234. Update on recent crime and crime reporting

a) Police Chief Tony Facos will be providing the update and discussing crime reporting with Council.

b) Recommendation: Receive update; opportunity for discussion; and possible direction to staff.

9) 13-235. Review Steady State Plan

a) The City Council's Goal that this relates to reads: ***"Maintain all city streets, bridges, sidewalks and other infrastructure (parks, rec paths, etc.) in (at minimum) fair or good condition as per appropriate rating indices."***

b) The steps listed to reach this goal are as follows:

   i. Maintain commitment to the "steady state" funding plan adopted in 2013 to improve streets and sidewalks. *Council re: Funding, DPW re: completing work.*

   ii. Explore ways to remove all dual utility poles in Montpelier. *Manager, DPW*

b) Recommendation: Receive any further information from City Manager Bill Fraser; discussion; possible direction to staff.

10) 13-236. Council Reports
11) 13-237. Mayor's Report
12) 13-238. Report by the City Clerk
13) 13-239. Status Reports by the City Manager

Adjournment

CITY OF MONTPELIER
MONTPELIER, VERMONT

Addendum (#2) to Agenda for Regular City Council Meeting

September 18, 2013

13-231A. Further discussion regarding the proposed consolidation of the Central Vermont Regional Planning Commission and the Central Vermont Economic Development Corporation.

a) Council discussed this proposal at their May 8th and July 9th, 2013 meetings. At their September 11th meeting, Councilor Tom Golonka reminded City Council Members that Tina Ruth, the City's representative to the CVRPC, was "still looking for specific direction on the CVDC and Regional Planning Commission merger, and suggested the body discuss it next week." (September 18th meeting)

b) Recommendation: Further discussion with Tina Ruth and representative(s) of the committee who served on the Joint Committee on Consolidation; direction to Tina Ruth and/or staff.

CITY OF MONTPELIER
MONTPELIER, VERMONT

Addendum (#3) to Agenda for Regular City Council Meeting

September 18, 2013

13-229. Add-on Item to Consent Agenda:

Authorization for Mayor to sign Purchase and Sale Agreement and all documents related to purchase of 1 Taylor Street (the Carr Lot).

CITY OF MONTPELIER
MONTPELIER, VERMONT

Addendum to Agenda for Regular City Council Meeting

September 18, 2013

13-229. Award the contract for roof improvements at the DPW Equipment Storage Building, including roof insulation and installation of new roofing, to DAYCO, Inc. in the amount of $69,000.

A budget amount of $90,000 was established with estimates from vendors. The roofing and insulation project was then put out to bid. Three bids were received and opened Tuesday, September 17, and were as follows:

1. Burrell Roofing Co., Inc. Williamstown, Vermont	$84,530
2. Palmieri Roofing, Inc. St. Johnsbury, Vermont	$75,673
3. DAYCO, Inc. Sharon, Vermont	$69,000

Funds for this project are available from the 2012 Bond – Capital Needs Assessment (CNA) Funds.

Recommendation: Award of the contract for roof improvements to the DPW Equipment Storage Building as recommended by the staff to DAYCO, Inc. in the amount of $69,000 and designate the City Manager as the duly authorized agent to execute the contract documents.

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** TCL

DATE: **September 12, 2013**

SUBJECT: **Standby Generator for the Public Works Garage Building**

On September 10, 2013, we opened the bids received for a Standby Generator for the Public Works Garage building. Two bids were received; the tabulation is attached. After staff review, we recommend that the bid from Southworth-Milton of Richmond, VT, in the amount **$43,475.00** be accepted. Funding for this expenditure is in the CIP for the DPW building.

I request that you seek Council authorization on the next available Consent Agenda to order this generator, suggested wording as follows:

> *To accept the low bid of **$43,475.00** submitted by Southworth-Milton of Richmond, VT, for the purchase of a Standby Generator for the Public Works Department, and authorize the City Manager to make this purchase.*

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

attachment
c: Eric Ladd, Equipment Supervisor

TABULATION OF BIDS

BID NO. PW-12

PURCHASE NO. 109400.83.01

DATE OF OPENING 9/10/2013

DEPARTMENT Public Works

ITEM	BRIEF DESCRIPTION	Southworth Milton Richmond UNIT PRICE	Brook Field Northfield UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	AMOUNT OF ITEM AWARD
1.	NEW 165 KVA STANDBY GENERATOR								
	w/ WEATHER-PROOF ENCLOSURE	43,475.00	48,209.00						
	delivery =	10-12 wks	60 days						

PREPARED BY:

AWARDED BY:

Office of the City Manager
City Hall - 39 Main Street, Montpelier, VT 05602
(802) 223-9502

August 22, 2013

The Times-Argus

Please include this ad with City of Montpelier notices on Thursday, August 29th, and Thursday, September 5th:

MONTPELIER BUSINESS LOAN FUND COMMITTEE VACANCY

The City of Montpelier is seeking individuals interested in serving on the Montpelier Loan Fund Committee. The Montpelier Loan Fund Committee assists Montpelier's Community Development Agency in the administration of several different loan programs. One seat is vacant as of September 22, 2013; this is a 3-year term which will expire in September, 2016. Persons knowledgeable in the areas of banking, law, financial management, business management, or other related fields are encouraged to submit a letter of interest and/or a resume to the Office of the City Manager, City Hall - 39 Main Street, by noon on Thursday, September 12th. Applications can also be sent via e-mail to: spitonyak@montpelier-vt.org. The Council will make this appointment at their September 18th meeting; applicants are encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws. Questions should be directed to the Department of Planning and Community Development: 223-9506.

William J. Fraser
City Manager

Sandy Pitonyak
Office of the City Manager
City Hall
39 Main Street, Montpelier, Vt 05602

August 22, 2013

Dear Sandy,

Attached please find my Resume for consideration in renewing my appointment to the Montpelier Business Loan Fund Committee.

I understand I will need to be at the council meeting on September 18th to find out if I am appointed for another term.

Thank you for your time and that of the council, regarding this appointment.

Sincerely,

Jo Ann Corskie Gibbons, M.S.
Management Consultant
35 Woodcrest Road
Montpelier, Vt 05602-8465

BaronJD1@myfairpoint.net

Jo Ann Corskie Gibbons

35 [illegible] Road
Montpelier, Vt 05602
802.223.3613
BaronJD1@myfairpoint.net

Education:

Master of Science*: *Organizational Management
Springfield College, Springfield, Ma

Bachelor of Arts: Psychology
[illegible], Burlington, Vt

Professional Experience:

Management/ Business Consultant (1987-Present)

Fee-based consulting practice for business owners. Providing business, marketing and financial advice for established and potential business ventures. Focusing on the managerial accounting and projection aspects of the planning process. Sub-specialties include turn around case work with an IRS and business tax related mediation focus. Loan proposal preparation for commercial and business capitalization.

Wealth Advisor/Financial Consultant/ Insurance Broker (1983-2003)

Marketed Life / Health/ Annuity products 1983-2003/variable and fixed.
Registered Investment Representative 1983-2003(Series 6 and 63).
Provided complete financial planning /wealth advisory services 1987-2003.
Associate Registered Investment Advisor 1991-2003. Utilized Fee for service model as well as transaction based options for clients.
Provided seminar based Financial Literacy program to all clients. This entailed four /three hour segments of financial information seminars (e.g., Topics included: Insurance, Fixed Investments, Equity Investments, Estate Planning).
Licensed in all Property and Casualty Insurance (1987-1990).
I was a captive agent from 1983-1987. I became an independent broker (non-captive) in 1988 until I sold my book of business in 2003.
Additional services : Small Business/ Employee Insurance/Investment Planning

Other relevant experience:

Finance and Insurance/Business Manager: Automotive dealership (3 years)
Financial Officer/Automotive wholesaler (10 years)
Banking Operations: Teller (4 years), Bookkeeping(2 years), Residential Loan Origination(3 years).

ADDITIONAL PROJECTS:

VtSBDC/ Outside Business Advisor/grant funded/July 2009-March 2011

Vermont Small Business Development Center/ Washington and Lamoille Counties
Montpelier VT 802.223.4654/Dave Rubel

Start up business counselor for both counties. Presented the "Start Your Own Business" seminar and counseled the participants on all business planning during the organizational phase. Activities included accounting, bookkeeping, marketing, business plan and loan proposal assistance.

VOLUNTEER ACTIVITIES:

Member of the Montpelier (Business) Loan Fund Committee

Appointed September 2010/City of Montpelier ,VT
September 2010-2013 /3 year term.

Oversaw business loan applications through the fund and voted on their approval.

DEPARTMENT OF THE UNITED STATES TREASURY
INTERNAL REVENUE SERVICE
TAXPAYER ADVOCACY PANEL

November 2008-November 2011
Appointed Vermont Taxpayer Advocacy Panel member for three year term.
Performed 1500 hours of volunteer service in three years.

Received Presidential Volunteer Award for service.

The Taxpayer Advocacy panel listens to taxpayers, identifies issues, and makes recommendations for improving the IRS. There are one hundred panel members in the United States. [illegible] from their geographic area. Special project committees are formed to work on the most systemic issues within the IRS.

Chairman of the Small Business / Self Employed project committee on 940/941 (payroll tax) electronic filing: Improvement measures and procedural recommendations made.

Chairman of the Small Business/ Self Employed project committee on TIPS: reworked and reviewed all TIP agreements available to employers in the restaurant industry. Made recommendations to reduce the tax gap and improve education on TIP reporting to the employer.

Appeared on IRS/LIVE: National Press Club, Washington, D.C.

Panel Member /September 2010
Participated on the panel at The National Press Club to report on my committee findings regarding the restaurant TIPS. (This program was seen by 65,000 tax professionals live, and has been seen by an additional 100,000 since.)

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667
802-793-9951

September 5, 2013

City Manager's Office
39 Main Street
Montpelier, VT 05602

Re: Montpelier Business Loan Fund Committee

To Whom It May Concern:

I recently read, with great interest, the advertisement in the Times Argus of the City of Montpelier seeking interested individuals to fill a vacancy on the Business Loan Fund Committee. I would like to be considered as a candidate.

I am a Montpelier native who has lived and worked outside of the area for many years. However, I have joined the staff and Heney Realtors in Montpelier over year ago and I am in the process of moving my family back to Montpelier. During my twenty years or so in Lamoille County I have had the great opportunity to be a member of the Morrisville Community Loan Fund. During the five years I was a member, we put together some loan packages with favorable terms to several startup businesses and two well established businesses and favored those who had job creation and growth as part of their business plan. As the owner of a successful real estate company allowed me to be a knowledgeable and insightful member of the loan fund committee. I feel that from my experiences in Morrisville, from as a business owner and community leader, would allow me to be a successful committee member of the *Montpelie*r Business Loan Fund.

I would be happy to discuss my qualifications in greater detail and would welcome the opportunity.

Sincerely,

Stephen M. Bousquet

RECEIVED
SEP - 5 2013
CITY OF MONTPELIER
CITY MANAGER'S OFFICE

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667, bousq4@myfairpoint.net

Objective

A results oriented manager seeking a rewarding community based position in a collaborative environment which will enable me to use my diverse experience in the legal, insurance, real estate and hospitality industries. I possess a proven track record of working creatively and analytically in a fast paced environment with a strong background in real estate, business operation and management, budget analysis, cost containment, computer software, especially Microsoft Office and internet research.

Community Experience

Advisory Board Member – Central Vermont Board of Realtors 2012 to present

Board Member, Town of Morristown, 2005 to 2008

Board Member, Morristown Development Fund 2004 to 2008

Founding Member, Morristown Alliance of Culture and Commerce 2003 to 2006

Board President, Lamoille Area Board of Realtors, 2003 to 2006

Board President, Commercial and Investment Board of Realtors, 2002 to 2005

Executive Board Member, Vermont Association of Realtors, 2003 to 2005

Board Member and Chair, Town of Elmore Selectboard 1994 to 1998

Board Member and Chair, Montpelier Park Commission 1987-1989

Education

Johnson State College, Associate of Science, Small Business Management 1992
Building Owners and Managers Institute, Real Property Administrator Designation, 1994
Certified Buyer Representative, Vermont Association of Realtors, 2000
Licensed Vermont Real Estate Broker
Vermont Notary Public
Commission of Deeds – State of New Hampshire, 2009

References and Professional Experience

Upon Request

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667, bousq4@myfairpoint.net

Objective

A results oriented manager seeking a rewarding professional position in administrative or account management which will enable me to use my diverse experience in the legal, insurance, real estate, municipal government and hospitality industries. I possess a proven track record of working creatively and analytically in a fast paced environment with a strong background in property management, budget analysis, cost containment, computer software, especially Microsoft Office and internet research.

Experience

Real Estate Broker – Heney Realtors, May 2012 to Present
Represents owners in the sale and marketing of their properties listed with our firm
Devised and administered a successful target marketing plan defining emerging markets
Negotiated and administered leases and leasehold obligations for corporate users

Assistant Administrator Real Estate Auctions – Thomas Hirchak Company – November, 2011 to May, 2012
Assisted Senior Vice President with real estate foreclosure auction preparation
Conducted research on properties through utilizing Vermont land records and other method
Acted as the liaison between the in house marketing department and outside parties

Real Estate Broker Manager – Barbour Real Estate, January, 2010 to November, 2011
Devised and administered successful target marketing plan defining emerging markets within a 60 miles radius
Recruited, hired, trained and motivated new agents
Represents owners in the sale and marketing of their properties listed with our firm
Performed all duties necessary in the effective management of a professional office including purchasing and budget analysis
Introduced a successful advertising program which resulted in a 35% increase in revenue
Developed and administered a new policy and procedure program to increase agent productivity

Supervisor, Villas & Guesthouses - Trapp Family Lodge, June 2009 to November, 2009
Restructured work schedules and facilitated improved work habits resulting in a 25% increase in efficiency for a staff of 15-70 housekeepers
Revitalized and implemented a well organized linen and hard goods inventory delivery program
Collaborated with Executive Housekeeper in designing a program for the refurbishing of all guesthouse units.

Paralegal, Deborah T. Bucknam and Associates, August, 2008 to May, 2009

Instrumental in the expansion of the firm's real estate title and closing company subsidiary into the New Hampshire market
Increased the marketing efforts for the firm's real estate title and closing company
Proficient in conducting title searches and preparing related legal documents
Skilled in international trade law with a specialty in the International Traffic in Arms regulations (ITAR)

Executive Director, Lamoille Valley Chamber of Commerce, April, 2007 to July, 2008

Conceptualized and implemented new office procedures while increasing membership by 40%.

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667, bousq4@myfairpoint.net

Rejuvenated existing and established new programs for the benefit of the membership Participated in many key leadership projects for workforce development and community benefit in the region.

Principal Broker and Owner, Stephen Bousquet Real Estate, LLC, June, 2002 to March, 2007

Founded and managed a successful full service real estate and property management firm based in Morrisville
Devised and administered a successful target marketing plan defining emerging markets and consistently achieved the over $4,000,000 in gross sales.
Recruited, hired, trained and motivated new agents
Implement performance and productivity standards for agent and employees
Executed the merger of a small commercial real estate firm into our operations to increase market share.

Field Facilities Director, National Life Insurance Company, March, 1986 to July 1998

Negotiated and administered leases and leasehold obligations for 500,000 square feet of office space in 31 states.
Negotiated and administered several national standardized purchasing programs netting a 45% budget saving to the company.
Implemented building and facility design standards, including ADA, for all locations.
Designed and implemented a technology based comprehensive real estate facility management and inventory control program.
Administered a fixed asset inventory program valued at $1.5 million.
Developed and conducted annual agency office staff development classes

Additional Experience

Property Manager, Stephen Bousquet Property Manager, May 2004 to present
Real Estate Agent, Manosh Realty Services, September, 1999 to June, 2002
Director, Sales and Design Services, Business Interiors, August, 1998 to August, 1999

Community Experience

Board Member and Vice Chair, Town of Morristown Selectboard, 2005 to 2008
Board Member, Morristown Development Fund 2004 to 2008
Founding Member, Morristown Alliance of Culture and Commerce 2003 to 2006
Board President, Lamoille Area Board of Realtors, 2003 to 2006
Board President, Commercial and Investment Board of Realtors, 2002 to 2005
Executive Board Member, Vermont Association of Realtors, 2003 to 2005
Board Member and Chair, Town of Elmore Selectboard 1994 to 1998

Education

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Certified Buyer Representative, Vermont Association of Realtors, 2000

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Licensed Vermont Real Estate Broker
Vermont Notary Public
Commission of Deeds – State of New Hampshire, 2009

References

References upon request

CAPITAL FUNDS WORKSHEET

			1	2	3	4	5	6	7	8	9	10		
		FY13	**FY14**	**FY15**	**FY16**	**FY17**	**FY18**	**FY19**	**FY20**	**FY21**	**FY22**	**FY23**	**10 yr total**	**annual avg**
Current Debt Service		$618,061	$645,073	$635,552	$606,409	$589,005	$566,734	$480,807	$421,355	$404,273	$294,080	$266,675	$4,909,963	$490,996
Street Maintenance		$134,558	$150,000	$150,000	$150,000	$150,000	$150,000	$100,000	$100,000	$100,000	$100,000	$100,000	$1,250,000	$125,000
Street Reconstruction		$91,167	$298,374	$436,689	$441,907	$604,602	$604,040	$707,789	$750,000	$750,000	$750,000	$750,000	$6,093,401	$609,340
Bridges		$0	$0	$0	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$1,000,000	$100,000
Traffic		$10,000	$0	$0	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$100,000	$10,000
Retaining Walls		$0	$0	$7,500	$8,000	$8,500	$8,500	$8,500	$8,500	$8,500	$8,500	$8,500	$75,000	$7,500
Sidewalks		$115,000	$0	$0	$40,000	$40,000	$10,000	$40,000	$40,000	$26,000	$102,000	$102,000	$400,000	$40,000
Storm Drains/Culverts		$0	$0	$10,000	$10,000	$10,000	$10,000	$12,000	$12,000	$12,000	$12,000	$12,000	$100,000	$10,000
Buildings/Grounds		$0	$0	$0	$0	$0	$178,000	$178,000	$175,000	$166,000	$185,500	$185,500	$1,068,000	$106,800
Downtown		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$100,000	$10,000
Misc			$0	$0					$777	$1,014	$16,624	$45,275	$63,690	$6,369
Project Mgmnt		$65,033	$65,100	$66,500	$67,900	$69,300	$70,700	$72,100	$73,500	$74,900	$76,300	$77,700	$714,000	$71,400
Parks		$13,935	$9,500	$2,750	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$60,850	$6,085
Cemetery		$22,000	$26,000	$10,950	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$187,950	$18,795
Annual Funds		**$461,693**	**$558,974**	**$694,389**	**$890,257**	**$1,054,852**	**$1,203,690**	**$1,290,839**	**$1,332,227**	**$1,310,864**	**$1,423,374**	**$1,453,425**	$11,212,891	$1,121,289
Annual Equipment Funds		$492,650	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$5,150,000	$515,000
Total Annual $		**$954,343**	**$1,073,974**	**$1,209,389**	**$1,405,257**	**$1,569,852**	**$1,718,690**	**$1,805,839**	**$1,847,227**	**$1,825,864**	**$1,938,374**	**$1,968,425**	$16,362,891	$1,636,289
Total Cost (with Debt)		**$1,572,404**	**$1,719,047**	**$1,844,941**	**$2,011,666**	**$2,158,857**	**$2,285,424**	**$2,286,646**	**$2,268,582**	**$2,230,137**	**$2,232,454**	**$2,235,100**	$21,272,854	$2,127,285
FY13 Bond - Infrastructure, Blds, Equip.		**$870,000**												
		$954,343												
FY14 Bond	$710,000		$19,657	$60,063	$59,638	$59,090	$58,417	$57,620	$56,713	$55,710	$54,611	$53,417	$534,937	
FY17 Bond	$710,000					$19,657	$60,063	$59,638	$59,090	$58,417	$57,620	$56,713	$371,198	
FY20 Bond	$705,000								$19,519	$59,640	$59,218	$58,674	$197,050	
	$2,125,000													
New Debt Total			**$19,657**	**$60,063**	**$59,638**	**$78,747**	**$118,480**	**$117,258**	**$135,322**	**$173,767**	**$171,450**	**$168,804**	$1,103,186	
Combined Debt		**$618,061**	**$664,730**	**$695,615**	**$666,047**	**$667,752**	**$685,214**	**$598,065**	**$556,677**	**$578,040**	**$465,530**	**$435,479**	$6,013,149	
Annual Tax Increase			**$166,300**	**$166,300**	**$166,300**	**$166,300**	**$166,300**							$831,500
Grand List	**$831,515,778**		**$0.020**	**$0.020**	**$0.020**	**$0.020**	**$0.020**	**$0.000**	**$0.000**	**$0.000**	**$0.000**	**$0.000**		
	0.02		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		$0
	$166,303.16	**$1,572,404**	**$1,738,704**	**$1,905,004**	**$2,071,304**	**$2,237,604**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**		$22,376,040
TOTAL ALL		**$1,572,404**	**$1,738,704**	**$1,905,004**	**$2,071,304**	**$2,237,604**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**		$22,376,040
			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$2,237,604

	Approved Capital Budgets					Possible Capital Budget with Bonding										
	FY09	**FY10**	**FY11**	**FY12**	**FY13**	**FY14**	**FY15**	**FY16**	**FY17**	**FY18**	**FY19**	**FY20**	**FY21**	**FY22**	**FY23**	**Avg**
Debt Service	$600,749	$612,389	$647,691	$647,651	$618,061	$664,730	$695,615	$666,047	$667,752	$685,214	$598,065	$556,677	$578,040	$465,530	$435,479	$601,315
Annual Capital	$405,251	$485,610	$434,509	$515,849	$461,693	$558,974	$694,389	$890,257	$1,054,852	$1,203,690	$1,290,839	$1,332,227	$1,310,864	$1,423,374	$1,453,425	$1,121,289
Equipment	$233,735	$250,847	$308,275	$408,904	$492,650	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000
Total BUDGET	**$1,239,735**	**$1,348,846**	**$1,390,475**	**$1,572,404**	**$1,572,404**	**$1,738,704**	**$1,905,004**	**$2,071,304**	**$2,237,604**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,403,904**	**$2,237,604**
Change from prior year		$109,111	$41,629	$181,929	$0	$166,300	$166,300	$166,300	$166,300	$166,300	$0	$0	$0	$0	$0	
		8.80%	3.09%	13.08%	0.00%	10.58%	9.56%	8.73%	8.03%	7.43%	0.00%	0.00%	0.00%	0.00%	0.00%	
Bonds Issued		$715,000			$837,000	$710,000	$0	$0	$710,000	$0	$0	$705,000	$0	$0	$0	$212,500
TOTAL $ SPENT	**$638,986**	**$1,451,457**	**$742,784**	**$924,753**	**$1,791,343**	**$1,783,974**	**$1,209,389**	**$1,405,257**	**$2,279,852**	**$1,718,690**	**$1,805,839**	**$2,552,227**	**$1,825,864**	**$1,938,374**	**$1,968,425**	**$1,848,789**

Annual Funds	**FY09**	**FY10**	**FY11**	**FY12**	**FY13**	**FY14**	**FY15**	**FY16**	**FY17**	**FY18**	**FY19**	**FY20**	**FY21**	**FY22**	**FY23**	**Avg.**
Streets - Maint	$128,539	$78,347	$66,690	$203,000	$134,558	$150,000	$150,000	$150,000	$150,000	$150,000	$100,000	$100,000	$100,000	$100,000	$100,000	$125,000
Streets - R & R					$91,167	$298,374	$436,689	$441,907	$604,602	$604,040	$707,789	$750,000	$750,000	$750,000	$750,000	$609,340
Bridges	$0	$0	$0	$0	$0	$0	$0	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$100,000
Traffic	$0	$76,901	$0	$15,000	$10,000	$0	$0	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$10,000
Retaining Walls	$20,000	$10,000	$80,000	$73,000	$0	$0	$7,500	$8,000	$8,500	$8,500	$8,500	$8,500	$8,500	$8,500	$8,500	$7,500
Sidewalks	$60,000	$80,000	$0	$15,000	$115,000	$0	$0	$40,000	$40,000	$10,000	$40,000	$40,000	$26,000	$102,000	$102,000	$40,000
Drains & Culverts	$20,000	$58,000	$30,000	$62,000	$0	$0	$10,000	$10,000	$10,000	$10,000	$12,000	$12,000	$12,000	$12,000	$12,000	$10,000
Bldgs & Grds	$20,000	$0	$55,000	$10,000	$0	$0	$0	$0	$0	$178,000	$178,000	$175,000	$166,000	$185,500	$185,500	$106,800
Flood Mitigation	$100,000	$100,000	$150,000	$90,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Downtown	$10,000	$10,000	$5,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Miscellaneous	$21,700	$34,000	$15,000	$0	$0	$0	$0	$0	$0	$0	$0	$777	$1,014	$16,624	$45,275	$6,369
Proj Mgmt	$19,012	$22,362	$20,819	$24,349	$65,033	$65,100	$66,500	$67,900	$69,300	$70,700	$72,100	$73,500	$74,900	$76,300	$77,700	$71,400
Cemetery	$0	$6,000	$6,000	$10,000	$22,000	$26,000	$10,950	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$18,875	$18,795
Parks	$6,000	$10,000	$6,000	$3,500	$13,935	$9,500	$2,750	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$6,075	$6,085
Capital Sub Total	$405,251	$485,610	$434,509	$515,849	$461,693	$558,974	$694,389	$890,257	$1,054,852	$1,203,690	$1,290,839	$1,332,227	$1,310,864	$1,423,374	$1,453,425	$1,121,289
Equipment	$233,735	$250,847	$308,275	$408,904	$492,650	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000	$515,000
TOTAL Annual	**$638,986**	**$736,457**	**$742,784**	**$924,753**	**$954,343**	**$1,073,974**	**$1,209,389**	**$1,405,257**	**$1,569,852**	**$1,718,690**	**$1,805,839**	**$1,847,227**	**$1,825,864**	**$1,938,374**	**$1,968,425**	**$1,636,289**
Streets					$187,833											
Bridges		$300,000														
Retaining Walls		$415,000			$140,000	$175,412			$175,412			$174,176				$52,500
Sidewalks						$200,471			$200,471			$199,059				$60,000
Storm Drains Culverts					$50,000	$334,118			$334,118			$331,765				$100,000
Buildings and Grounds					$284,667											
Equipment					$174,500											
TOTAL Bond		$715,000			$837,000	$710,000			$710,000			$705,000				$212,500
TOTAL $ Spent	**$638,986**	**$1,451,457**	**$742,784**	**$924,753**	**$1,791,343**	**$1,783,974**	**$1,209,389**	**$1,405,257**	**$2,279,852**	**$1,718,690**	**$1,805,839**	**$2,552,227**	**$1,825,864**	**$1,938,374**	**$1,968,425**	**$1,848,789**

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made effective as of September, 2013 (the "Effective Date") by and between Allan R. Carr, Sr., Trustee for the Allan R. Carr Revocable Trust dated September 15, 1999, as amended, with an address in Grand Isle, Vermont ("Seller" or the "Trust"), and the City of Montpelier with its principal office in Montpelier, Vermont ("Purchaser"). The Seller and the Purchaser are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

1. **Agreement of Purchase and Sale; Effective Date.** Purchaser hereby offers and agrees to purchase from the Seller and Seller agrees to sell and convey to Purchaser the following property (the "Property") on the terms and conditions stated in this Agreement:

(a) Land and premises located at - 1 Taylor Street, Montpelier, VT 05602, Tax Map Parcel #154-001000 consisting of 1.16 +/-acres and being the same land and premises described in the Warranty Deed of Allan R. Carr, Sr. to Allan R. Carr, Sr., Allan R. Carr, Jr. and Jay Carr, Trustees of the Allan R. Carr Revocable Trust u/i/d September 15, 1999, as amended, and recorded in Book 345, Page 203 of the Montpelier Land Records; and

(b) All zoning, subdivision, Act 250, environmental, building, land use, sign, fire and safety, handicapped access, water and sewer, curb cut and other local, state and federal permits, licenses, approvals, entitlements, authorizations, and studies relating to or benefiting the Land as set forth in Section 10 of this Agreement (the "Licenses, Permits and Studies").

This Agreement shall be effective as of the date that the last party executes this Agreement (the "Effective Date").

2. **Purchase Price; Payment of Deposit; Seller-Financing; Allocation.** The total purchase price for the Property shall be One Million Four Hundred Thousand Dollars U.S. ($1,400,000.00) (the "Purchase Price"). The Purchaser shall pay the Purchase Price as follows:

(a) Deposit. Five Thousand Dollars U.S. ($5,000.00) (the "Deposit") within ten (10) Business Days after the Effective Date by bank or certified check, to be deposited with Seller's Attorney, Leo A. Bisson, Jr., Esq., (referred to herein as the "Escrow Agent"); and

(b) Balance of Purchase Price. The balance of the Purchase Price – One Million Three Hundred Ninety Five Thousand Dollars U.S. ($1,395,000.00) -- shall be paid as follows:

(i) Nine Hundred Ninety-Five Thousand Dollars ($995,000.00), as adjusted at closing, to be paid at closing and upon transfer of title in U.S. funds by bank check, closing attorney trust account check, or certified check.

(ii) The balance, Four Hundred Thousand Dollars ($400,000.00) to be paid by Purchaser to Seller under the terms of a promissory note in form and substance mutually acceptable to Seller and Purchaser (the "Promissory Note") with a principal amount of 400,000.00 at 4.5% interest; with the interest rate to be adjusted each 5 years on the Note's anniversary date in accordance with any change in the Wall Street prime rate from the date of Closing to the anniversary date, with any net change being added or deducted from the base rate of 4.5%. Such Promissory Note shall be secured by a first mortgage on the Property in in form and substance mutually acceptable to Seller and Purchaser attached (the "Mortgage") in accordance with the Settlement Statement as defined in Section 6(e) below.

(c) Allocation of Purchase Price. The Purchase Price of One Million Four Hundred Thousand Dollars ($1,400,000) shall be allocated solely to the land.

3. **Escrow.**

(a) At Closing and transfer of title, Escrow Agent shall disburse the full Deposit to Seller as a credit against the Purchase Price which Deposit shall be disbursed to Seller in immediately available funds. In the event Purchaser terminates this Agreement under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund the full Deposit to Purchaser. In the event of default undisputed by Seller and Purchaser, upon receipt of written consent from both Seller and Purchaser, Escrow Agent shall disburse the full Deposit to the non-defaulting Party. In the event of a dispute, Escrow Agent may pay the full Deposit into a court of competent jurisdiction for the purpose of determining the rights of the Parties relating to the Deposit. All costs and expenses of such action including attorney's fees incurred by Escrow Agent shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of the Deposit and the prevailing Party in the dispute.

(b) Upon disbursement of the full Deposit pursuant to the approval of both Seller and Purchaser, pursuant to the order of a court of competent jurisdiction, or the deposit thereof with such court, the Escrow Agent shall be relieved from all liability with respect to the Deposit. Should the Escrow Agent bring any action to determine who is entitled to the Deposit, or be named in any action concerning who is entitled to the Deposit, then notwithstanding anything elsewhere herein, the Escrow Agent shall be entitled to deduct and payout from the Deposit, as incurred, all of its reasonable attorneys fees and court costs and expenses of bringing or defending such action. The Escrow Agent shall deliver notice of each such deduction and payment to Seller and Purchaser within ten (10) business days thereof. The Escrow Agent shall not be liable to either Seller or Purchaser in connection with its performance as Escrow Agent, except for gross negligence or willful default. In the event a claim other than gross neglect is asserted against Escrow Agent by a Party or the Parties, the Party asserting the claim shall indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of the Deposit; unless both Parties assert the claim, in which event the Parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of the Deposit.

4. **Purchaser's Contingencies.** Purchaser's obligation to close under this Agreement is subject to the satisfaction of the following contingencies in the manner and within the time periods provided, as such time periods may be extended by the Purchaser as described hereunder (the "Contingency Period"):

(a) Permitted Encumbrances. Seller shall deliver the Property subject only to Permitted Encumbrances, as defined below. The Property shall be sold and conveyed by the Seller subject only to the following items which are sometimes herein referred to as "Permitted Encumbrances":

(i) Laws. Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof;

(ii) Taxes. Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided below;

(iii) Marketability. Any encumbrances, easements, covenants, conditions, restrictions and other exceptions of record not objected to or otherwise accepted by Purchaser pursuant to the provisions below, provided that such encumbrances, easements, covenants, conditions, restrictions or exceptions do not render title to the Property unmarketable, provided further that in determining the marketability of title, the Parties agree to be bound by the Vermont Title Standards of the Vermont Bar Association and the Vermont Marketable Record Title statute codified at 27 V.S.A. subchapter 7.

(b) Joint Extension. Purchaser, at its sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing within sixty (60) days of the Effective Date of the existence of any encumbrances or defects which are not Permitted Encumbrances (the "Title Objections"). Provided, however, that any matter which would otherwise constitute a title objection will cease to be such if a Vermont title company selected by Purchaser (the "Title Company") will issue an Owner's Policy of Title Insurance without exception for such matter either without additional premiums, or if Seller agrees to pay any such additional premium. If such written notice is not timely provided, this contingency shall be deemed satisfied and Purchaser shall have no further right to terminate this Agreement due to this contingency. Seller shall have five (5) business days from the time Seller receives timely written notice of Title Objections to give notice to Purchaser (the "Seller's Title Response") indicating that Seller will (i) undertake to remove the specified encumbrances or defects or (ii) decline to do so.

Seller shall cause the Seller's Liens to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose). If Seller elects to remove Title Objections and fails to do so by Closing, Purchaser may either: (x) terminate this Agreement, and, if so, this Agreement shall terminate and neither Party shall have any further liability hereunder; or (y) accept such title to the Property as Seller shall be able to convey without a deduction in the Purchase Price. If Purchaser does not give notice to terminate pursuant to option (x) within five (5) business days after Seller's Title Response, Purchaser is deemed to have elected option (y). Encumbrances and defects to title that are not included in

Purchaser's Title Objections shall be deemed to be Permitted Encumbrances. Notwithstanding the foregoing, encumbrances or defects that arise after the date of the Title Commitment shall not be deemed Permitted Encumbrances, unless approved in writing by Purchaser.

(c) Due Diligence. Purchaser, at its sole cost and expense, shall cause the due diligence review and inspection of the Property (the "Due Diligence Review") including, without limitation, the Property's zoning, surveys, site conditions, and leases, and shall notify Seller in writing within sixty (60) days of the Effective Date of the existence of any items other than those relating to the environmental condition of the Property as addressed in subsection (d) below (the "Due Diligence Items") to be remedied by Seller. Specifically, Seller shall have five (5) business days from the time Seller receives timely written notice of the Due Diligence Items to give notice to Purchaser indicating that Seller will (i) undertake to remedy the Due Diligence Items or (ii) decline to do so. If Seller has not remedied the Due Diligence Items prior to Closing, Purchaser may terminate this Agreement, and, if so, this Agreement shall terminate and neither Party shall have any further liability hereunder.

(d) Allocation of Environmental Liabilities. The Parties agree to the characterization of the environmental condition of the Property and the allocation of environmental liabilities at the Property as set forth in the agreement (the "Allocation of Environmental Liabilities Agreement" attached at Exhibit A to this Agreement and incorporated herein by reference.

(e) Permits and Reports. As of the Effective Date of this Agreement, Seller has provided to Purchaser copies of any and all reports, investigations, assessments, summaries, memoranda, letters, and emails pertaining or relating to environmental conditions at the Property in Seller's possession.

(f) Authorization. All corporate action and other proceedings to be taken and all consents to be obtained by Seller at Closing in connection with the transactions contemplated by this Agreement and all documents incident thereto shall be satisfactory in form and substance to Purchaser, who shall have received all such originals or certified or other copies of such documents as it may reasonably request.

5. **Seller's Contingencies**. Seller's obligation to close under this Agreement is subject to the satisfaction of the following contingencies in the manner and within the time periods provided:

(a) Release and Hold Harmless Agreement. Execution and delivery by the Purchaser at Closing of a release, in form and substance satisfactory to Seller releasing and holding Seller, its successors and assigns harmless from claims by others arising from or directly related to existing contamination at the Site and any and all costs or expenses arising out of Purchaser's future failure to comply with requirements set forth in the existing or any future CAP, CAP Amendment, and the PCB Disposal Plan or additional remedial costs and expenses incurred by Purchaser due to Purchaser's change in use of the Property following Closing as set forth in the Allocation of Environmental Liabilities Agreement attached at Exhibit A to this Agreement and

(b) Authorization. All corporate action and other proceedings to be taken all consents to be obtained by Purchaser at Closing in connection with the transactions contemplated by this

Agreement and all documents incident thereto shall be satisfactory in form and substance to Seller, who shall have received all such originals or certified or other copies of such documents as it may reasonably request.

6. **Closing.**

(a) Closing and Transfer of Title. Closing and transfer of title shall be held on Thursday, **January 2, 2014**; provided that Purchaser has provided written notice to Seller that all contingencies have been satisfied (the "Closing Date"). Closing shall be held at the offices of Purchaser's attorney or at another mutually agreed place and at a time to be mutually agreed by the Parties. Closing may occur earlier if the Parties agree in writing. Neither Party shall be obligated to extend the Closing Date. Funds shall be deposited into an account opened by Escrow Agent in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the Parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate Parties and make disbursements according to the closing statements executed by Seller and Purchaser.

(b) Conditions to Parties' Obligation to Close. In addition to all other conditions set forth herein, the obligation of Seller and Purchaser to consummate the transactions contemplated hereunder are conditioned upon the following:

(i) Representations and Warranties. The other Party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(ii) Deliveries. As of the Closing Date, the other Party shall have tendered all deliveries to be made at Closing; and

(iii) Actions, Suits, etc. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other Party that would materially and adversely affect the operation or value of the Property or the other Party's ability to perform its obligations under this Agreement.

(c) Seller's Deliveries in Escrow. As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

(i) Deed. A Vermont Warranty Deed as set forth in Section 7 below;

(ii) Vermont Property Transfer Tax Return and/or Vermont Land Gains Tax Return. A Vermont Property Transfer Tax Return and, if applicable, a Vermont Land Gains Tax Return or Certificate from the Vermont Department of Taxes.

(iii) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller;

(iv) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

(v) Title Affidavit. A standard owner's affidavit for the benefit of the Title Company concerning only tenants in possession and labor and materials provided to the Property by Seller;

(vi) Allocation of Environmental Liabilities Agreement. The Allocation of Environmental Liabilities Agreement as attached at Exhibit A;

(vii) Settlement Statement. The Settlement Statement as defined in Section 6(e);

(viii) Additional Documents. Such additional documents that Purchaser may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

(d) Purchaser's Deliveries in Escrow. As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

(i) Certificate of Completion/Covenant Not to Sue. The certificate of completion and/or covenant not to sue issued by the Secretary of the Vermont Agency of Natural Resources to Purchaser pursuant to 10 VSA §6652, if applicable;

(ii) Vermont Property Transfer Tax Return and/or Vermont Land Gains Withholding Tax Return. A Vermont Property Transfer Tax Return and, if applicable, a Vermont Land Gains Withholding Tax Return or Certificate from the Vermont Department of Taxes;

(iii) Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

(iv) Promissory Note. The "Promissory Note with a principal amount of 400,000.00;

(v) Mortgage. The first Mortgage on the Property;

(vi) Allocation of Environmental Liabilities Agreement. The Allocation of Environmental Liabilities Agreement as attached at Exhibit A;

(vii) Release. The Release as set forth in the Allocation of Environmental Liabilities Agreement attached at Exhibit A to this Agreement;

(viii) Settlement Statement. The Settlement Statement as defined in Section 6(e);

(ix) Additional Documents. Such additional documents that Seller may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

(e) Closing Statements. As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form reasonably required by Escrow Agent (the "Settlement Statement").

(f) Purchase Price. At or before noon local time on the Closing Date, Purchaser shall deliver to Escrow Agent the Promissory Note representing the balance of the Purchase Price plus or minus applicable prorations and adjustment by executing those agreements necessary to assign and assume the above-referenced obligations.

(g) Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Encumbrances.

(h) Waiver of Conditions; Time to Cure. Notwithstanding any provision of this Agreement, either Party may at its option waive any provision that is a condition to its performance hereunder and close the transaction. In the event a condition to closing has not been satisfied by a Party at the time of Closing (or such earlier date as is provided herein), the other Party may either (i) waive the condition and proceed to Closing, or (ii) provided the other Party is not in default hereunder, terminate this agreement by giving notice to the first Party on or before the Closing Date, provided that the first party shall be given an additional time not to exceed seven (7) days from the Closing Date to satisfy the condition in which event the Parties shall close the transaction.

7. **Deed; Property Transfer Tax Return.** On the Closing Date, Seller shall deliver to Purchaser a Vermont Warranty Deed and Vermont Property Transfer Tax Return, furnished and paid for by Seller.

8. **Tax-Deferred Exchange**. Seller may elect to treat the sale of the Property as part of a simultaneous or delayed tax-deferred exchange under Section 1031 of the Internal Revenue Code. If Seller elects tax-deferred exchange treatment by written notice to Purchaser, Purchaser shall cooperate with and assist Seller, and shall negotiate and execute such additional documentation, as necessary or appropriate to qualify the sale of the Property for deferred taxation. Upon the written direction of Seller, (i) Purchaser shall contract to acquire one or more target properties and shall apply all or part of the purchase price due at closing to acquire such target properties for the Seller at closing in a simultaneous tax-deferred exchange, and/or (ii) Purchaser shall deposit all or part of the purchase price due at closing with an intermediary or trustee in a deferred exchange escrow account, to be applied by the Seller to acquire additional properties after the closing in a delayed tax-deferred exchange, and shall contract to purchase additional exchange properties and/or enter into delayed exchange escrow agreements. Purchaser shall not be required to take title to any exchange properties. Seller shall indemnify the Purchaser

for any additional costs, expenses and liabilities, including attorneys' fees and costs, arising from a simultaneous or delayed exchange arrangement.

9. **Property Transfer Tax / Land Gains Tax /Act 250/ Other Liens.**

(a) Vermont Property Transfer Tax. Purchaser shall pay the Vermont Property Transfer Tax due on the sale of the Property, if applicable.

(b) Vermont Land Gains Tax. If any Vermont Land Gains Tax is due as a result of the sale of the Property, the Seller shall pay such tax as may be due. At or prior to Closing, Seller shall provide a certificate from the Vermont Department of Taxes specifying the amount of any land gains tax, if any, that should be withheld and remitted to the Vermont Department of Taxes. In the event that Seller does not provide such certificate, the Purchaser shall withhold ten percent (10%) of the Purchase Price and remit it to the Vermont Department of Taxes with a completed Vermont Land Gains Withholding Tax Return.

(c) Act 250 Disclosure Statement. As the conveyance does not involve the partition of land, no "Act 250 Disclosure Statement" is required.

10. **Income Tax Withholding Requirement if Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act.** Seller represents and warrants to Purchaser that it is a resident of the State of Vermont. If Seller is not a resident of the state of Vermont, unless Seller obtains a withholding certificate from the Vermont Department of Taxes in advance of the closing specifying a reduced amount of withholding, Purchaser shall withhold two and one-half percent (2.5 %) of the Purchase Price and remit it to the Vermont Department of Taxes with a completed Vermont Withholding Tax Return for Transfer of Real Property, the Schedule A to which to be furnished by Seller. Seller represents and warrants to Purchaser that it is not a "foreign person" subject to withholding under the Foreign Investment in Real Property Tax Act (FIRPTA) and upon request by Purchaser shall provide Purchaser with an executed Certificate of Non-Foreign Status.

11. **Property-Related Documents.** Within ten (10) business days of the Effective Date, Seller shall deliver to Purchaser copies of the following documents (the "Property Documents") pertaining to the Property that are in Seller's possession:

(i) Survey. A copy of any survey or site plan relating to the Property in Seller's possession or to which it has ready access; and

(ii) Licenses and Permits. Licenses and permits, if any, relating to the Property.

12. **Default.**

(a) Purchaser's Default. If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Agreement by written notice to Purchaser and retain the Deposit as liquidated damages, or may pursue all legal and equitable remedies provided by law, including, without limitation, specific performance. If Seller does not notify Purchaser of Seller's election of remedies within thirty (30) calendar days following notice of Purchaser's default, Seller's sole remedy shall be retention of the Deposit as liquidated damages. Because of the nature and subject matter of this Agreement, damages arising from Purchaser's default may be difficult to calculate with precision. The amount of the Deposits reflects, in part, a reasonable estimate of Seller's damages for Purchaser's default. The provision hereof granting Seller the election to retain the Deposit as agreed-upon liquidated damages is intended solely to compensate Seller for Purchaser's default. It is not intended to be a penalty for Purchaser's breach nor is it an incentive for Purchaser to perform the obligations of this Agreement. Further in the event of Purchaser's failure to close as provided herein, Purchaser shall be barred from instituting subsequent condemnation proceedings to acquire the Property.

(b) Seller's Default. Likewise, if Seller fails to close, or is otherwise in default, Purchaser may terminate this Agreement by written notice to Seller and shall receive back the Deposit and may pursue Purchaser's rights to all legal and equitable remedies provided by law, including, without limitation, specific performance. If Purchaser does not notify Seller of Purchaser's election of remedies within thirty (30) calendar days following notice of Seller's default, Purchaser's sole remedy shall be receipt of the Deposit as liquidated damages. Because of the nature and subject matter of this Agreement, damages arising from Seller's default may be difficult to calculate with precision. The amount of the Deposit reflects, in part, a reasonable estimate of Purchaser's damages for Seller's default. The provision hereof granting Purchaser the election to receive back the Deposit as agreed-upon liquidated damages is intended solely to compensate Purchaser for Seller's default. It is not intended to be a penalty for Seller's breach nor is it an incentive for Seller to perform the obligations of this Agreement.

13. **Closing Adjustments.** The following, if applicable, shall be apportioned and pro-rated as of the Closing Date measured from the beginning of the current taxable periods established by each taxing authority: all property taxes (including statewide and local share educational property taxes), water, fire, school, sewer or other municipal or governmental charges imposed upon the Property. In addition, any lease payments or other similar income or charges generated by or imposed upon the Property shall be apportioned and pro-rated as of the Closing Date measured from the beginning of the respective lease or assessment period. Should any tax, charge or assessment be undetermined on the Closing Date, the last determined tax, charge or rate shall be used for purposes of apportionment. The net amount of the above adjustments shall be added to or deducted from the amount due Seller at closing.

14. **Condemnation.** The Seller has no knowledge of any condemnation or proposed condemnation of all or any portion of the Property. If prior to the Closing Date, the Property or any portion thereof shall be condemned or any proceeding for the condemnation of the Property or any part thereof is filed, or a contract of sale is negotiated in lieu thereof, Purchaser, in full

satisfaction of Purchaser's obligations hereunder, shall either (a) accept such title to the remainder of the Property, without reduction in the Purchase Price, but with a credit against the Purchase Price for the amount of compensation paid on account of the condemnation of the Property; or (b) terminate this Agreement, in which latter case neither Party shall have any further liability hereunder.

15. **Risk of Loss/Insurance.** During the period between the Effective Date and the Closing Date and transfer of title, risk of loss shall be on Seller. Seller shall continue to carry liability insurance presently maintained on the buildings and improvements located on the Property.

16. **Notice.** Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the address set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage prepaid, certified and addressed to the Party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile, evidenced by confirmed receipt. Notices shall be effective only if and when received or first rejected by the Party to be notified. A Party's address may be changed by written notice to the other Party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Purchaser shall be deemed given by Purchaser and notices given by counsel to Seller shall be deemed given by Seller.

If to Seller:

Allan R. Carr, Sr.,
Trustee of the Allan R. Carr Revocable Trust
PO Box 173, Grand Isle, VT 05458
Phone 802-249-1858
E-mail acarr495@aol.com

Copy to:

Leo A. Bisson, Jr., Esq.
Primmer Piper Eggleston & Cramer, PC
100 East State Street
PO Box 1309
Montpelier, VT 05601-1309
Phone: 802- 223-2102
Fax: 802-223-2628
E-mail: lbisson@ppeclaw.com

If to Purchaser:

City of Montpelier
William J. Fraser, City Manager
City of Montpelier
39 Main Street
Montpelier, VT 05602
Phone: 802-223-9502
Fax: 802-223-9519

wfraser@montpelier-vt.org

Copy to: Peter D. Van Oot, Esq.
Downs Rachlin Martin PLLC
8 South Park Street
P.O. Box 191
Lebanon, NH 03766-0191
Phone: 603-448-2211
Fax: 603-448-9967
E-mail: PVanOot@drm.com

The addresses and persons entitled to receive the notices provided for above may be changed by written notice to the other Party given in accordance with the provisions of this paragraph.

17. **Representation and Warranties.**

(a) Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(i) Organization and Authority. Seller is the Trustee of the Allan R. Carr Revocable Trust dated September 15, 1999, as amended. Seller has the full right and authority, under the terms of the Trust, to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller.

(ii) Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller that is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller that challenges or impairs Seller's ability to execute or perform its obligations under this Agreement. To the best of Seller's knowledge, no legal action is pending or threatened with respect to the Property, other than matters which have been disclosed to the Purchaser.

(b) Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(i) Authority. Purchaser has been duly organized, is validly existing, and is in good standing in the State of Vermont. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser.

(ii) Conflicts and Pending Actions. There are no agreements to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which are in conflict with this Agreement. To Purchaser's knowledge, there are no actions or proceedings pending or threatened against Purchaser which challenge or impair Purchaser's ability to execute or perform its obligations under this Agreement.

(c) Survival of Representations and Warranties. The representations and warranties set forth in this Agreement and all agreements referenced and incorporated herein are made as of the date of this Agreement and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of two (2) years (the "Survival Period"). Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of Closing. The provisions of this Section 16 shall survive the Closing.

18. **Miscellaneous.**

(a) No Waiver. No waiver of any term or condition of this Agreement, or of any remedy hereunder shall be construed to be a continuing waiver of the same or any other term, condition or remedy.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Effect of Agreement. This Agreement and the agreements referred to herein state the whole agreement of the Parties hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations, covenants and agreements and warranties made by either party prior to the date of this Agreement are merged herein, and this Agreement alone fully expresses the understanding and agreements of the Parties. The terms of this Agreement may not be altered, modified or amended in any respect except by written Agreement executed by the Parties.

(d) Assignment.

(i) Seller's Assignment. Seller may not assign its rights under this Agreement without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld.

(ii) Purchaser's Assignment. Purchaser may not assign its rights under this Agreement without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

(e) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.

(f) Headings. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

(g) Broker. The Parties agree that no brokers are involved in this transaction.

(h) Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute a single instrument. This Agreement may be executed by facsimile, which shall have the same force and effect as an original signature.

(i) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Computation of a subsequent period of time designated to begin after the last day of a previous period shall be deemed to commence on the day immediately following the day the previous period ended, as such end date may have been adjusted due to its falling on a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Property is located.

(j) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

SELLER:

ALLAN R. CARR REVOCABLE TRUST
DATED SEPTEMBER 15, 1999, AS AMENDED

9-13-2013
Date

By: Allan Trustee
Allan R. Carr, Sr., Trustee
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this 13th day of September, 2013, Allan R. Carr, Sr., Trustee personally appeared on behalf of the Allan R. Carr Revocable Trust dated September 15, 1999, as amended, acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed as Trustee and the free act and deed of the Allan R. Carr Revocable Trust.

Before me, ______________________
Notary Public

My Commission expires 2/10/15

PURCHASER:

CITY OF MONTPELIER

_____________________________ By: _____________________________________

Date

Its Duly Authorized Agent

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At Montpelier, Vermont, this ___ day of September, 2013, ________________ personally appeared on behalf of the City of Montpelier, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the City of Montpelier.

Before me, _________________________________
Notary Public

Exhibit A

(Allocation of Environmental Liabilities Agreement)

Whereas, it is understood that the Property (the "Site" or "Property") contains toxic substances, including polychlorinated biphenyls "(PCBs"), metals (including lead), and aromatic hydrocarbons ("PAHs"), and is the subject of a Corrective Action Plan dated Dec. 29, 2006 (the "CAP") and PCB Risk-Based Disposal Plan dated February, 2009 (the "PCB Disposal Plan"). The CAP and the PCB Disposal Plan were approved by both the United States Environmental Protection Agency ("EPA"), Region 1, and Vermont Agency of Natural Resources, Division of Environmental Conservation, Sites Management Section ("SMS"). Both the CAP and the PCB Disposal Plan were amended on Dec. 3, 2011.

Whereas, on behalf of the Seller and Site owner, Weston & Sampson Engineers, Inc. (Weston & Sampson) submitted a Corrective Action Plan Completion ("CAP") letter (the "CAP Action Plan Completion Letter"), which letter documented the soil remediation and capping completed at the Site during the period of May through July 2012. This work was performed due to surficial and subsurface soils that were found to be impacted by PCBs, metals (primarily lead), and PAHs. The regulatory documents that were used to guide the remediation are detailed in the following documents:

- Amendment to Corrective Action Plan (VTDEC) and Short-Term Modification to Risk-Based Disposal Approval (EPA), Weston & Sampson, December 3, 2011 (the "CAP Amendment").
- PCB Disposal Plan.
- CAP.

Whereas, Seller has undertaken certain remediation at the Site through the retention of Weston & Sampson, consultants, in accordance with the CAP, the CAP Amendment, and the PCB Disposal Plan. As a result of those remedial efforts the Property is currently approved by the EPA and SMS for use as a parking lot.

Whereas, the CAP Action Plan Completion Letter summarizes the following items that comprise regulatory conditions and/or actions that are ongoing following the completion of the soil remediation program.

1. Monitoring and maintenance of the interim cap will be conducted each year in May and October to insure the integrity of the cap.

2. EPA approval for this interim cap shall expire on December 31, 2014 unless revoked, suspended, modified, extended or terminated. Request for an extension of this interim cap approval, shall be made in writing at least 60 days prior to the expiration date, and shall include a justification for the extension(s). EPA may require the submission of additional information in connection with any extension request.

3. A notice to land record will be required that describes the environmental conditions that exist on the property and serves to disclose these conditions to current and future owners, users and affiliated parties of this property. Pending review and comment to this draft notice, the current Site owner shall have this recorded with the deed at the City Hall. Verification of the notice shall be provided by the current Site owner to the VTDEC and EPA.

4. With the completion of this soil remediation work, the Site may be deemed eligible by the VTDEC for a Site Management Activity Completed (SMAC) designation.

5. Due to the contaminants remaining on Site, any future change in use beyond that of a parking lot will require an amendment to the CAP, the CAP Amendment, and PCB Cleanup Plan with approvals from the VTDEC and EPA TSCA regulatory agencies. The contaminants that have been detected and addressed in the CAP and CAP Amendment include: soils on a site-wide basis for polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), and metals (primarily lead). There has also been some minor impact to groundwater from an off-Site release that occurred across the railroad tracks to the north. This release resulted in a groundwater plume that has migrated in a direction from northeast to southwest and has impacted groundwater quality in the northwestern corner of the property. Historical data have detected low levels of chlorinated hydrocarbons below the Vermont Groundwater Enforcement Standard (VGES).

Items 1-4 above are referred to herein as the "On-Going CAP Requirements" and item 5 above is referred to herein as the "Future CAP Requirements."

Whereas, it is further understood that any change of use of the Property will require notice and approval by the EPA and SMS, and amendment to the CAP, CAP Amendment, and the PCB Disposal Plan; and

Whereas, it is further understood that in connection with any sale of the Property there must be notice to the EPA and SMS, and those environmental agencies must approve of the Purchaser taking over responsibilities the Seller has under the CAP, CAP Amendment, and the PCB Disposal Plan; and

Whereas, it was the plan and intent of Seller to continue to use the Property as a rental parking lot and not further develop the lot or change its use;

Now, therefore, it is agreed as follows:

1. The property is being sold "AS IS".

2. Seller's obligation to close under this Agreement is contingent on Purchaser seeking and obtaining approval from the EPA and SMS to (i) assume full responsibility for all future compliance with the CAP, CAP Amendment, and the PCB Disposal Plan including specifically the On-Going CAP Requirements and Future CAP Requirements and (ii) to fully comply with all requirements under any future CAP and the PCB Disposal Plans as the same may be amended by Purchaser. Purchaser agrees to hold harmless and indemnify Seller from all liability Seller might otherwise have for Purchaser's future failure to comply with requirements set forth in the existing or any future CAP and the PCB Disposal Plan.

3. Purchaser agrees to hold Seller harmless from and to not take any direct action against Seller for the existing contamination at the Site; and to waive its rights to seek contribution from Seller for claims by others arising from or directly related to existing contamination at the Site.

4. Purchaser agrees to seek from the EPA and SMS and obtain approval for any use of the Property it plans or makes other than as a parking lot. Purchaser agrees to fully comply with all requirements of any new or amended CAP, CAP Amendment, or the PCB Disposal Plan imposed by EPA or SMS as a result of any change in use of the Site. Purchaser agrees to indemnify and hold Seller harmless from any and all liability for Purchaser's failure to comply with any such amended or new CAP, CAP Amendment, or the PCB Disposal Plan.

5. Purchaser agrees to deliver to Seller at Closing a release, in form and substance satisfactory to Seller, releasing and holding Seller, his heirs, successors and

assigns harmless from any and all costs or expenses arising out of Purchaser's future failure to comply with requirements set forth in the existing or any future CAP, CAP Amendment, and the PCB Disposal Plan or additional remedial costs and expenses incurred by Purchaser due to Purchaser's change in use of the Property following Closing, including, but not limited to, costs or expenses or attorney fees related to clean up or remediation of environmental contamination or compliance with state and federal environmental laws.

6. Purchaser's obligation to close under this Agreement is subject to the satisfaction of the following contingencies :

   CERCAL *Bona Fide Prospective Purchaser*/Vermont Brownfield Property Cleanup Program—BRELLA Eligibility.

   Notwithstanding anything in this Agreement to the contrary, prior to Closing, Purchaser shall have provided written notice to Seller pursuant to Section 16 of the Purchase and Sale Agreement between Seller and Purchaser of near or even date that Purchaser is satisfied in its commercially reasonable discretion that it will be further protected from unacceptable risk and liability arising from the environmental condition of the Property including, as applicable at Purchaser's election, that Purchaser has determined:

   a. that it is eligible for "*bona fide prospective purchaser*" status pursuant to §107(r) of the Comprehensive Environmental Responsibility, Compensation, and Liability Act ("CERCLA") codified at 42 USC §§ 9601 to 9675;

   b. received notice from the Secretary of the Vermont Agency of Natural Resources (the "Secretary") that it is eligible to participate in the Vermont Brownfield Property Cleanup Program codified at 10 V.S.A. subch. 3 ("BRELLA");

   c. obtained the approval of the Secretary of a supplemental or further amended CAP that will satisfactorily allow the redevelopment of the Property by the Purchaser in its commercially reasonable discretion;

   d. has obtained on terms and conditions commercially reasonable to Purchaser a certificate of completion and/or a covenant not to sue from the Secretary pursuant to §§ 6652 and 6653 of the Vermont Brownfield Program for the Property; and

   e. further concluded that the Property does not contain any land use restrictions which are unacceptable to the Purchaser.

7. Seller and Purchaser agree and acknowledge that this Agreement shall not otherwise affect any existing liabilities either may have under applicable environmental laws.

SELLER:

ALLAN R. CARR REVOCABLE TRUST
DATED SEPTEMBER 15, 1999, AS AMENDED

______________________________ By: ______________________________
Date Allan R. Carr, Sr., Trustee
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this 13th day of September, 2013, Allan R. Carr, Sr., Trustee personally appeared on behalf of the Allan R. Carr Revocable Trust and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Allan R. Carr Revocable Trust.

Before me, ______________________________
Notary Public

PURCHASER:

CITY OF MONTPELIER

______________________________ By: ______________________________

Date

Its Duly Authorized Agent

STATE OF VERMONT
______________ COUNTY, SS.

At ____________________, this ___ day of ____________, 2013, ________________ personally appeared on behalf of the City of Montpelier, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the City of Montpelier.

Before me, __________________________________

Notary Public

14374360.5

SITE ACCESS AGREEMENT

AGREEMENT entered into this 13th day of September, 2013, by and between Allan R. Carr Revocable Trust dated September 15, 1999, as amended , with an address in Grand Isle, Vermont (the "Property Owner"), the owner of the property described on Exhibit A attached hereto and made a part hereof (the "Property"), and the City of Montpelier and its environmental and archeological consultants (collectively, the "City's Site Consultants").

WHEREAS, the City's Site Consultants have requested access to its Property for the purpose of conducting certain environmental and archeological assessments (the "Site Assessments"); and

WHEREAS, the Property Owner agrees to provide the City's Site Consultants access to its Property for its Site Assessments subject to the conditions set forth herein.

NOW THEREFORE, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged by the Property Owner and the City on behalf of the City's Site Consultants, the Property Owner and the City agree as follows:

1. The Property Owner shall allow the City's Site Consultants, their employees, officers, agents, contractors, and subcontractors access to the Property for the purpose of conducting the Site Assessments.

2. The City's Site Consultants shall provide the Property Owner's designated representative (the "Property Owner's Representative") not less than three (3) days written notice of the dates and times the City's Site Consultants seeks access to the Property for the Site Assessments. The Property Owner may require that the Property Owner's Representative be

present on the Property during the City's Site Consultants' conduct of the Site Assessments on the Property.

3. Access to the Property shall be limited to what is reasonably necessary to carry out the Site Assessments.

4. The Site Assessments shall not unreasonably interfere with the use or enjoyment of the Property by the Property Owner and/or the State of Vermont, the lessee of the Property under a lease with the Property Owner for the use of the Property as a parking lot for State employees (the "Parking Lot Lease"). The City's Site Consultants shall indemnify and hold harmless the Property Owner and its employees, attorneys and their respective legal representatives, successors and assigns, from and against any and all claims, liability, attorneys' fees and court costs, for loss of or damage to the Property arising or resulting from the performance of the Site Assessments, or otherwise in connection with the use of the Property by its City's Site Consultants, its employees and agents under this Agreement. The City's Site Consultants shall obtain and provide to Property Owner a certificate adding Property Owner as an insured under its current liability insurance policy for the duration of work performed on the Property.

5. The City's Site Consultants shall repair within seven (7) days of the occurrence any and all damages to the Property caused by or in connection with the Site Assessments and to leave the Property in the same condition or better than it was prior to the commencement of the Site Assessments.

6. The City's Site Consultants shall comply with all applicable laws, regulations, rules and requirements with respect to the use of the Property and the conduct of the Site

Assessments including any and all laws, regulations and ordinances relating to health, safety, noise, environmental protection, waste disposal and water and air quality.

7. The right of access granted hereby shall terminate on January 2, 2013 or earlier upon the City's Site Consultants' notification that the Site Assessments have been completed.

8. This Agreement is subject to the review and approval of the State of Vermont, the lessee under the Parking Lot Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

ALLAN R. CARR REVOCABLE TRUST
DATED SEPTEMBER 15, 1999

By: Allan R. Carr, Sr., Trustee

Allan R. Carr, Sr., Trustee
Duly Authorized

CITY OF MONTPELIER

By:___________________________

Duly Authorized

14477145.1

Downtown Improvement District Committee Work Plan

Fall 2013- Spring 2014

September 4, 2013:

1. Outline Goals, Objectives and Priorities
2. Create and Approve a set of guidelines and evaluation criteria
3. Establish a budget for each goal, objective, and priority
4. Discuss process by which applications are received
5. Determine a funding cycle schedule

Wednesday September 18, 2013

City Council to review and approve Guidelines, Work plan and Budget at Regular Meeting

Tuesday October 1,2013 8:15 a.m.

1. Review Council Comments
2. Amend Documents as Necessary
3. Issue RFP or Reexamine previous proposals

November 2013

1. Review Submissions for DID Funds
2. Forward Recommendations to Council
3. Review any new monies in funds as a result of an increase P.I.L.O.T. funding
4. Release RFP for any additional funds

January- February 2014

1. Review funded projects and forward those comment s to council to make any changes necessary prior to Town Meeting Day March 2014

Guidelines for Montpelier Downtown Improvement District
September 4, 2013

Sec. 100 Goals and Objectives

(a) Goals

1. To capitalize on the charm of our downtown by improving the downtown streetscape and make it attractive to residents, visitors and shoppers.

2. To increase the marketing of downtown Montpelier to both tourists and Central Vermont residents.

3. To equitably appropriate funds to enhance the downtown streetscape and market Montpelier as a unique destination for tourism and business.

4. Promote a climate which will strengthen our existing businesses while attracting new business to the city

5. To create a long range vision for the beautification and marketing of Montpelier Historic Downtown

(b) Objectives:

1. Maximize and then sustain a high quality streetscape program within the Downtown Improvement District

2. Capitalizing on the other community events and programs to best leverage the use of the DID funds

3. Maximize the diversity of events, businesses and aesthetics of Downtown Montpelier

Sec. 101 Definitions

The following definitions shall apply in the administration and interpretation of these Guidelines

Advisory Committee

(a) The City Council shall constitute and appoint a Downtown Improvement District Committee consisting of five (5) to ten (10) members who shall represent a cross section of interests within the downtown area. Examples of those interests include but are not limited to: persons owning or representing owners of real estate within the District; persons owning or representing co-owners of retail businesses within the District; persons owning or representing

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owners of hospitality businesses with the District; persons owning or representing the owner of a service business within the District; persons owning or representing an arts community enterprise within the District, persons representing or employed by the State of Vermont, and persons representing the City Council. Terms of appointment shall be for two years except during the initial appointment when the Council will evenly divide terms for one and two years. In the event that the district is not continued, all terms will expire at the conclusion of the then current fiscal year

(b) The Committee shall prepare an annual work plan and budget, and shall present the same to the City Council on or before July 1 of each year, for the Council's consideration and approval.

USE OF PROCEEDS
All sums collected under this Article shall be deposited and maintained as a restricted fund balance consistent with funds that are mandated for a specific purpose by Montpelier voters and shall be expended only for improvements within the Downtown Improvement District and for the promotion and marketing thereof. Expenditures, grants and transfers from such account shall be approved by the City Council.

Eligible Applicant*:* A non-profit organization with tax exempt status under the Internal Revenue Code, a private developer, or marketing agency, The applicant shall have demonstrable evidence to prove that they can accomplish their stated proposal.

Sec.102 Establishment of Montpelier Downtown Improvement District Fund

The City Council hereby establishes a special revenue account under the name of the "Montpelier Housing Downtown Improvement District Fund " (hereinafter "DID Fund" or "Fund").Into this account shall be deposited all D.I.D. revenue from public and private sources and any other revenues dedicated to the Downtown Improvement District by the City Council or voters.

Sec.103 Management of the Montpelier Downtown Improvement District Fund

The City Council shall make awards from the Downtown Improvement District Fund. The advisory committee shall work with City staff to prioritize applications to the Fund, make funding recommendations to the City Council and monitor the operation and activity of the Fund. The City Manager or his/her designee shall serve as the manager of the Downtown Improvement District Fund and shall assign a staff person to complete the tasks listed below. Subject to further guidance from the City Council, the responsibilities of Housing Trust Fund staff shall be to:

a. Develop and maintain application materials and financial and other records;
b. Assist prospective applicants in completing application materials;
c. Collect Downtown Improvement District Funds
d. Monitor the use of monies distributed to recipients to assure compliance with the purposes of the Fund and the conditions under which funds are granted or loaned;

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e. Report at least annually to the City Council on operation and activity of the Fund;
f. Work with the advisory committee on recommendations to the City Council on awards from the Fund; and
g. Provide information to the public on the operation and activity of the Fund.

Sec. 104 Procedures, awards and use of the Downtown Improvement District Fund's assets

a. As long as there are sufficient monies in the Fund, competitive grant rounds shall be held at least once a year with application deadlines set by the City staff provided that a Request for Proposals ("RFP") is published on or before November 1 of each year;
b. All awards from the Fund shall further the public purposes set forth herein;
c. Given the goals and objectives of the Fund, the City Council is authorized to make awards based on the recommendation of the DID Committee.
d. Priority in all awards shall be given, in the following order of preference,

    1. Priority will be given to projects that have a demonstrable component of long term sustainability.
    2. Priority will be given to projects that leverage other sources of capital over those that do not.
    3. Priority will be given to Projects that will provide a deliverable within one year.
    4. Priority will be given to Marketing Projects that are able to demonstrate the value of a project on a short and long term basis.
    5. Priority will be given to project that maximizes the use of local suppliers and/or labor.
    6. Priority will be given to projects that accomplish specific City Council Goals as outlined annually.

Sec. 105 Waiver by City Council

In order to take advantage of special opportunities or unpredictable circumstances, the City Council may waive some or all of these Guidelines & make awards not approved by the Committee or without Committee Recommendation provided that the waiver furthers the purposes of these Guidelines.

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CITY OF MONTPELIER, VERMONT

"Smallest Capital City in the United States"

The Times-Argus

Please include this ad with City of Montpelier notices on Thursday, August 29th, and Thursday, September 5th:

MONTPELIER HISTORIC PRESERVATION COMMISSION VACANCIES

The City of Montpelier is seeking individuals interested in serving on this Commission. As of September 22nd, there will be two vacant seats: one is a 2-year term and the other a 3-year term. Please submit a letter of interest by noon on Thursday, September 12th, to the City Manager's Office, City Hall - 39 Main Street, Montpelier, Vermont 05602, or via e-mail to spitonyak@montpelier-vt.org. City Council will make these appointments at their September18th meeting; applicants will be notified and encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws.

William J. Fraser
City Manager

WJF:sg

Sandy Pitonyak

From: Helen Husher [hhusher@uvm.edu]
Sent: Tuesday, August 27, 2013 9:52 AM
To: Sandy Pitonyak
Subject: request for reappointment
Attachments: HHusher_resume.pdf

Sandy--

I'm e-mailing today to request that my current two-year appointment to the Montpelier Historic Commission be renewed.

Although I'm still on a bit of a learning curve with this commission, I've found this public service to be particularly gratifying. The opportunity to work and learn from more experienced members has enriched my understanding of the many components of the Montpelier streetscape.

As you'll see from the attached resume, I'm currently a writer, editor, and communications manager at UVM's Sustainable Agriculture Research and Education program, a federal grant program for farmers, researchers, extension staff, and nonprofits. I'm responsible for information campaigns, outreach, and print and online materials for potential SARE grantees, along with a wide range of reporting and editorial work. I also manage a speakers fund and the regional web site (www.nesare.org).

Much of my focus at Northeast SARE is on recruiting and educating grant applicants across 12 states and the District of Columbia, monitoring open projects, and managing newsletters, web material, and workshop how-to guides. Before going to SARE, I worked in the advancement office at Vermont Technical College, where I handled publications, alumni fundraising, and reunions, and before that I managed a community housing nonprofit where I handled federal housing funds and got some hands-on experience with state preservation review of rehabilitation projects on homes in the historic district. I also got involved in putting together community forums and volunteer inventories of community assets, and served for a couple of years on the planning board in Randolph. I moved to Montpelier twelve years ago.

I'm also the author of three books about Vermont, and currently serve a book reviewer for Vermont History, the proceedings of the Vermont Historical Society.

I plan to attend the September 18 meeting of the city council; please let me know if there's anything I should bring.

Helen Husher
35 Loomis Street
Montpelier

--
Helen Husher
Publications and public information
Northeast SARE

802 223 7923
www.nesare.org

Helen Husher
35 Loomis Street
Montpelier, VT 05602
802/223-7923
hhusher@sover.net

Summary

A writer, editor, and print production manager seeks engaging and professional full-time work. I offer a background in copywriting, editing, design, desktop publishing, print production management, and media relations, along with planning, visualization, and project delivery skills.

Writer/Editor

Experienced with newsletters, web material, news releases, and other communications copy; developed and edited a wide range of material including handbooks, fact sheets, directories, internal and employee periodicals, recruitment pieces, and research reports.

Profiles, travel, humor, book reviews, how-to, outdoors, natural history, and general interest articles written for a wide range of news, niche, regional, and national publications. Markets include the Boston *Phoenix, New Age, Seven Days, Vermont Magazine, New England Travel*, and *Vermont Life*.

Author of *Off the Leash: Subversive Journeys Around Vermont*, W.W. Norton/Countryman Press, 1999, and *A View From Vermont: Everyday Life in America*, Globe Pequot, 2004. A third nonfiction title, *Conversations with a Prince: A Year of Riding at East Hill Farm*, was released by the Lyons Press in the spring of 2005.

Developed and edited *With an Ear to the Ground*, a book of essays by Vern Grubinger, published by the Sustainable Agriculture Research and Education program in 2004.

Publications Manager

Responsible for the typography, design, and production values of books, tabloids, posters, newsletters, handbooks, ads, directories, and a wide range of other print materials. Press runs from 500 to 60,000.

Planned and implemented publication upgrades within existing budget constraints.

Developed and directed the design, concept, and launch of new publications. Managed content, editing, page layout, bidding, budgeting, and time lines, and developed relationships with printers, mail houses, and output services.

Handled the correction of type, sizing of photos, copy flow, and other tasks associated with general production work.

Responsible for web page content, layout, and graphics.

Proficient on PageMaker; familiar with Quark, PhotoShop, and Illustrator.

Education

1977/1981	**B.A., M.A., English,** Boston University. G.P.A. 3.8.
	With an emphasis on linguistics and an undergraduate minor in Classics.

Experience

1998/present **Publications and Public Information**
University of Vermont, Northeast Sustainable Agriculture Research and Education (SARE), Burlington, Vermont.

Communications and publications manager. Newsletters, press relations, reports, instructional materials, staff and grantee communication, program collateral , and web page content and design. SARE is USDA grants program for farmers, researchers, and Cooperative Extension.

1998/2000 **Columnist**
Seven Days, Burlington, Vermont.

Monthly travel column and a biweekly compilation of unusual local news; other features on assignment. *Seven Days* is an arts and comment weekly.

1991/1998 **Assistant Director of Institutional Advancement**
Vermont Technical College, Randolph Center, Vermont.

Publications management, alumni programs, and the annual campaign. Responsible for news releases, features, press relations, and internal communications as well as strategic planning for overall advancement and development. Served as college ombudsman from 1996 to 1998.

1987/1990 **Executive Director**
Randolph Neighborhood Housing Services, Inc., Randolph, Vermont.

Developed and directed a community-based nonprofit originating subsidy home rehab loans and delivering youth services. Responsible for program management, fundraising, community organizing, and volunteer development.

1984/1986 **Writer and Proofreader**
The Boston *Phoenix*, Boston, Massachusetts.

Writer, copy editor, and production proofreader. Features on assignment, copy-editing overflow, weekly event listings, and the correction of type from first-run galleys to the finished page. Performed a range of editorial and production tasks at this urban arts and comment weekly. Freelance through 1988.

Other background

Book reviewer for *Vermont History*, the proceedings of the Vermont Historical Society.

Experience investigating and resolving workplace issues of gender bias and harassment; handled interviewing and documenting complaints and mediating related conflicts.

Licensed by the British Horse Society in stable management and instruction, Porlock/BHSAI, 1971. Taught at and managed hunter/jumper barns in Maryland, Ohio, and South Carolina, 1971 to 1976. Founding coach of the Boston University Riding Team, 1977 to 1981. Currently competing USDF Training 4 and First 1.

Design, Pratt Institute, Brooklyn, New York, 1969 to 1970.

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667
802-793-9951

September 5, 2013

City Manager's Office
39 Main Street
Montpelier, VT 05602

Re: Montpelier Historic Preservation Commission Vacancy

To Whom It May Concern:

I recently read, with great interest, the advertisement in the Times Argus of the City of Montpelier seeking interested individuals to fill two vacancies on the Historic Preservation Commission. I would like to be considered as a candidate.

I am a Montpelier native who has lived and worked outside of the area for many years. However, I have joined the staff and Heney Realtors in Montpelier over year ago and I am in the process of moving my family back to Montpelier. While I was a resident in Montpelier, I was a member of the Montpelier Park Commission for many years and served as its chairperson in 1988-1989. It was an honor and a pleasure to serve on the park commission. During my tenure our group worked on the first restoration of Hubbard Park tower. I gained greater insight and experience in historic preservation while I was involved in the downtown revitalization efforts in Morrisville through the Morristown Alliance of Culture and Commerce. Our group worked closely with the Vermont Department of Historic Preservation and I learned a great deal in the process. I have always felt that Montpelier has benefitted from its vast inventory of historic properties and I feel that from my experiences in Morrisville and my interest in preserving the past would allow me to be a favored candidate for one of the vacancies.

I would be happy to discuss my qualifications in greater detail and would welcome the opportunity.

Sincerely,

Stephen M. Bousquet

RECEIVED
SEP - 5 2013
CITY OF MONTPELIER
CITY MANAGER'S OFFICE

Stephen M. Bousquet
PO Box 338
Morrisville, VT 05661
802-888-4667, bousq4@myfairpoint.net

Objective

A results oriented manager seeking a rewarding community based position in a collaborative environment which will enable me to use my diverse experience in the legal, insurance, real estate and hospitality industries. I possess a proven track record of working creatively and analytically in a fast paced environment with a strong background in real estate, business operation and management, budget analysis, cost containment, computer software, especially Microsoft Office and internet research.

Community Experience

Advisory Board Member – Central Vermont Board of Realtors 2012 to present

Board Member, Town of Morristown, 2005 to 2008

Board Member, Morristown Development Fund 2004 to 2008

Founding Member, Morristown Alliance of Culture and Commerce 2003 to 2006

Board President, Lamoille Area Board of Realtors, 2003 to 2006

Board President, Commercial and Investment Board of Realtors, 2002 to 2005

Executive Board Member, Vermont Association of Realtors, 2003 to 2005

Board Member and Chair, Town of Elmore Selectboard 1994 to 1998

Board Member and Chair, Montpelier Park Commission 1987-1989

Education

Johnson State College, Associate of Science, Small Business Management 1992
Building Owners and Managers Institute, Real Property Administrator Designation, 1994
Certified Buyer Representative, Vermont Association of Realtors, 2000
Licensed Vermont Real Estate Broker
Vermont Notary Public
Commission of Deeds – State of New Hampshire, 2009

References and Professional Experience

Upon Request

Minutes of the Montpelier City Council Meeting
September 11, 2013
Montpelier City Hall Council Chambers

In attendance: Mayor John Hollar (presiding), City Councilors Thierry Guerlain, Jessica Edgerly Walsh , Alan Weiss, Andy Hooper (arrived late), Tom Golonka and Anne Watson, and City Manager Bill Fraser. City Clerk John Odum acted as Secretary of the meeting.

Mayor Hollar called the meeting to order at 6:35 PM.

13-216. Nancy Sherman rose with other members of the charter revision committee (Page Guertin, Liz Dodge, Jonathan Williams) to address the council on their work. Sherman noted that the committee had completed its charge. Sherman offered the committee's help in crafting a methodical approach for the council to review the recommendations, in order to meet the deadlines of the March City Meeting ballot. She acknowledged others who helped in the process.

Councilor Guerlain relayed a letter of complaint from an unnamed constituent, frustrated at the lack of details in the posted police log. Councilor Guerlain indicated he followed up with the constituent, who indicated that, when he took his complaint to the Times Argus, he was told that the police were not forthcoming with full information. He wanted details on crime in the city and what was being done. The mayor added that an update from the police chief would be appropriate for next week's meeting.

13-217. Councilor Edgerly Walsh moved approval of the consent agenda, Councilor Golonka seconded. The motion was amended to pull Item c at Councilor Watson's request. The measure was approved unanimously at 6:40.

13-218. At 6:41, the mayor reconvened the Public Hearing that City Council began on June 5, 2013, "to hear testimony and consider the necessity, and possible compensation to be paid, for acquiring lands and rights in land for public purposes, namely a Multi-modal Transportation Center, pursuant to 24 V.S.A., §2801 et seq." City Manager Fraser approached the council as a witness for the public hearing, in regards to the issue of contamination at the Carr Lot site. He entered his report as exhibit G, and the Mayor concurred with the witness that he was still under oath, given that the meeting had been in recess only. Fraser reviewed the report.

Councilor Hooper arrived at 6:43.

Alan Carr, property owner, presented a recorded document stating that the lot was not a hazard.

The mayor closed the hearing at 6:45.

13-219. Applicants for the position of alternate to the Development Review Board addressed the council. Michael Sherman spoke first, summarizing his history of civic involvement over many years in the city. He was followed by John Fox, who (as a relatively new city resident) focused on his desire to get involved in the community, and related his history of, and approach to ,community action in previous places he'd lived. Councilor Weiss asked Mr. Fox what he felt the most important function of the DRB was. Mr. Fox touched on his general philosophy, and placed it in context with a proposal relating to Vermont College.

Kate McCarthy then approached the council to present her perspective on the town as a relatively new resident, and suggested she would be a good fit (as a professional/credentialed planner) for the complexities that face the body.

Councilor Watson moved the council enter into executive session to discuss the appointment. Councilor Guerlain seconded. The motion passed unanimously at 6:57.

Councilor Watson moved the council come out of executive session, Councilor Golonka seconded. The motion carried unanimously at 6:59.

Councilor Guerlain moved that Kate McCarthy and Michael Sherman be appointed alternates to the Design Review Board. Councilor Weiss seconded. The motion passed unanimously at 7:00.

13-220. Tawnya Kristen and Meredith Burkett from the Green Mountain Transit Agency approached the council to give an update on the circulator bus route.

Councilors Watson and Golonka had questions about the long-term expectations and stability of funding for the route. Councilor Edgerly Walsh asked for confirmation that, under current ridership rates, the funding should remain consistent, before also asking about route deviation requests and how they are handled.

Nancy Sherman rose to recognize Harris Webster and Marilyn Mode who had worked with GMTA. Harris Webster then rose, representing VT Interfaith Action, to speak about the importance of the circulator bus to that group, and noted the work they had done to support it. Ms. Mode followed Mr. Webster to the microphone and also spoke of the importance of the circulator to many, especially to many area seniors.

13-221. Julie Hendrickson approached the council on behalf of the Montpelier Community Fund to request a $118,000 grants budget. She reviewed the previous year's allocation, and indicated the body would like to move the application deadline to November 15.

Councilor Hooper questioned the proper way to approve the request, given that it would attach to the next year's budget, which had not been discussed yet, let alone approved. Councilor Edgerly Walsh asked about carryover, as well as the reporting requirement for grantees.

Councilor Weiss asked about the definition of "arts grants." He also questioned the adequacy of the allotted arts grant monies, as well as what sorts of grants have been made.

Councilor Guerlain, after disclosing for the record that Ms. Hendrickson is his wife, followed up on Councilor Hooper's concerns about approving a request that impacts next year's budget before that budget is crafted. He advocated for provisional language (which the City Manager indicated should be mirrored in grantee notifications, should those notifications come prior to the City Meeting).

Councilor Watson moved the council approve a November 15 deadline for grant applications to the Community Fund and provisionally level-fund the Community Fund's budget, contingent upon a final budget proposal and voter approval. Councilor Watson seconded. The motion passed unanimously at 7:25.

13-222. At 7:25, the mayor opened the first public hearing to consider a proposed amendment to the City's Code of Ordinances, Article VII, PARKING AND PARKING METER ZONES, as it relates to parking on East State Street.

Todd Law,(Public Works Director) indicated that two residents had expressed concerns about a blind spot created by the recent additional parking added to State Street, and that these concerns were the basis of the proposed changes.

Councilor Edgerly Walsh expressed frustration that this issue had not been anticipated and addressed by city staff previously. Councilor Guerlain spoke positively of the proposal, and had follow up questions about the implementation schedule.

Mayor Hollar asked an (admittedly) unrelated question about gravel in the bike lane heading out of town towards the pool. The mayor also thanked and commended Mr. Law for some of the recent cleanup along the roads.

Councilor Guerlain asked about the legs of some of the construction signs that were creating hazards on some bike paths. Councilor Weiss commended Mr. Law for the work on Berlin Street.

Councilor Guerlain moved that the council pass the 1st reading of the proposed ordinance change. Councilor Edgerly Walsh seconded. The motion carried unanimously (and the public hearing was closed) at 7:39.

13-223. City Manager Fraser and Planning and Development staffer Kevin Casey explained the request for a statement of support of a new, 6-unit housing development on Cedar Street, from the perspective that it works towards the City Council's goal "to create a hospitable environment for residential growth." Casey and Fraser acknowledged it was an unusual request, and explained that complications arise from the fact that the development is in the historic district.

Councilor Golonka was uncomfortable giving council approval to the project with limited information, and given the potential of antagonizing the Development Review Board. The mayor agreed with Councilor Golonka. No action was taken.

13-224. Councilor Golonka indicated that Tina Ruth was still looking for specific direction on the CVDC and Regional Planning Commission merger, and suggested the body discuss it next week. He indicated he was favorably inclined towards the proposal, but had concerns. The mayor agreed, and suggested Ruth come in next week, as well as someone to speak in favor of it.

Councilor Guerlain had a question about front porch forum. He also repeated his concerns about the rash of break-ins.

Councilor Weiss reminded the council of the September 30 meeting of the public safety regionalization project.

13-225. The mayor noted the September 11 anniversary. He also noted that the council would be going onto executive session to discuss Carr Lot negotiations, and explained the reasons for doing so. He reported that Prevent Child Abuse VT was having a walk on Saturday.

Mayor Hollar related his discussion with an independent organization that was qualified to offer recommendations for downtown development and promotion, if it could be coordinated. Finally, he noted the "construction fatigue" on the district heat construction, while adding that the construction process was on schedule.

13-227. The City Manager noted that the deadline on removing the firebox pull boxes was approaching. He also asked for clarification on the Capital Projects Committee membership, before giving an update on district heat construction. He reported that he will be meeting with "mini-system" customers that will be brought into the system before the new state boiler is active.

Councilor Weiss asked about the connection between the system and the state heating plant, wondering why it was proving so challenging. The City Manager indicated it was a matter of timing and logistics.

At 8:24, Councilor Weiss moved the council go into executive session to discuss Carr Lott negotiations (and to include the City Manager and Assistant City Manager).

At 8:52, Councilor Hooper moved that the council leave executive session and adjourn the regular meeting. Councilor Edgerly Walsh seconded, and the motion carried unanimously.

The councilors then proceeded into deliberative session (without the City Manager or Assistant City Manger present).

City of Montpelier
Department of Public Works
Memorandum

To: **William Fraser, City Manager**

From: **Todd Law, Director of Public Works & Traffic Committee Chair**

Date: **August 12, 2013**
Subject: **East State Street, Proposed Revised Parking Ordinance**

The City Council passed a modification to Section 10-716. Parking Prohibited of the City Ordinances to add parking spaces along East State Street from just above #54 East State Street to the Hubbard Street intersection. Although the Ordinance change was properly warned by the Statutes, a courtesy note was not provided to the adjacent property owners and tenants. Following approval of the addition of parking, the tenants who reside at #54 East State Street called to voice significant concern regarding the addition of cars parking, that would further restrict the sight distance from their driveway looking east on East State Street.

The Public Works Director and Assistant Director went to the site to consider the tenants concerns. The findings were that, under the current parking conditions, the tenants have relied on an untypical sight distance situation for exiting the driveway from #54 East State Street. The tenants have adapted to this issue by using a modified sight triangle where they look behind the cars using the sidewalk to provide their sight distance, then wait as an approaching vehicle goes by the three cars, which create a "blind spot" in the sight triangle, then exit after the last vehicle has passed. This is a concerning technique as the blind spot creates a potential hazard for the vehicle exiting the driveway. The addition of parking above the existing three spaces would eliminate this unconventional sight line.

In order to provide adequate sight distance for the residents of #54 East State Street, the existing 3 vehicle parking spaces (60 feet) need to be removed. This will eliminate the substantial blind spot for exiting motorists.

Our site visit also looked at the driveway to #58 East State Street which is a commercial property with a significant parking lot and has a large amount of vehicles entering and exiting throughout the day. In order to provide adequate sight distance from this driveway, parking will have to be restricted for 40 feet to the west and 51 feet to the east.

These changes will net 7 additional parking spaces along this portion of the street and allow for the necessary safety considerations for sight distances. The recommended wording for the ordinance reflecting such a change is found in the modification below.

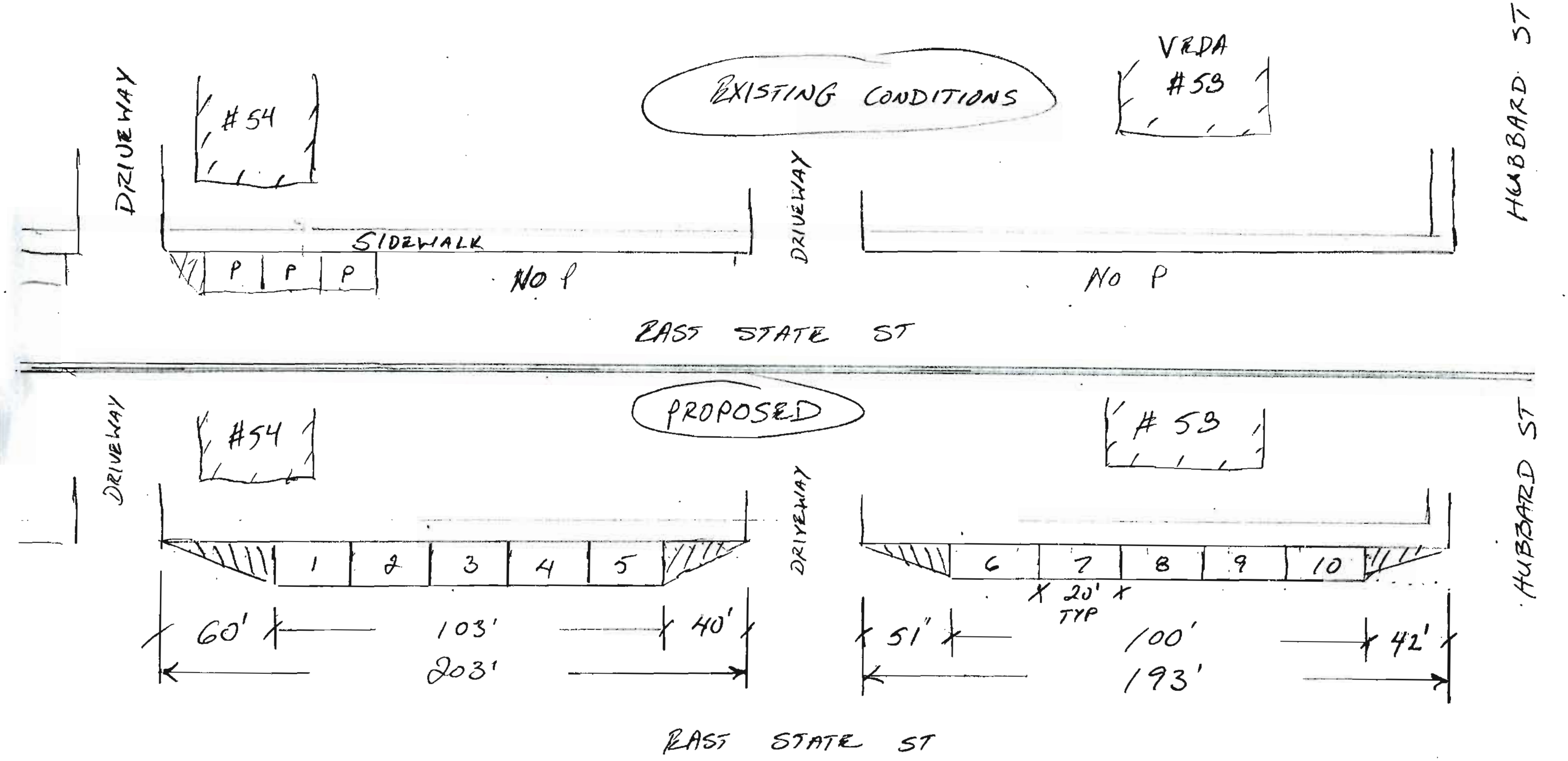
Sec. 10-716. PARKING PROHIBITED.

(u) East State Street. Parking is prohibited on the south side of East State Street from Main Street to No. 79 East State Street; and parking is prohibited on the north side of East State Street from the driveway serving #54 East State Street to a point sixty (60) feet easterly; and forty (40) feet westerly and fifty-one (51) feet easterly of the driveway serving #58 East State Street ~~No. 54 East State~~ and within forty-two(42) feet easterly of Hubbard Street; and on the north side of East State Street from 78 East State Street to College Street; and on the south side of East State from West Street westerly for a distance of ninety (90) feet, and from West Street easterly for a distance of sixty (60) feet; and on the south side of East State Street for a distance of forty (40) feet from the College Street intersection.

We are recommending that the above change be warned as a public hearing of first reading. If approved, the second reading should be scheduled for a subsequent meeting.

C: Traffic Committee

EAST STATE ST PARKING



PARKING SUMMARY:

3 EXISTING SPACES

10 PROPOSED SPACES

7 NET INCREASE

NOT TO SCALE

CITY OF MONTPELIER, VERMONT
"Capital City of the State of Vermont"

Mayoral Proclamation

WHEREAS, substance use disorders could affect any one of us in all communities, and with commitment and support, people can achieve healthy lifestyles and lead rewarding lives in recovery; and

WHEREAS, through seeking help, those affected can embark on a new path toward improved health and overall wellness, making a healthier community in which to live; and

WHEREAS, the focus of Recovery Day in Montpelier is to celebrate the journey many have entered in recovery, emphasizing that while the road to recovery may be difficult, the benefits of preventing and overcoming substance use disorders are significant and valuable to individuals, families and communities; and

WHEREAS, celebrating Recovery Day in Montpelier spreads the message that behavioral health is an essential part of one's overall wellness, and that prevention works, treatment is effective and people do recover; and

WHEREAS, the Vermont Recovery Network had over 155,000 visits to its centers throughout the state in 2012, in addition to many Vermonters who have already received care through any one of our amazing treatment facilities in our state; and

WHEREAS, by raising awareness through Recovery Day in Montpelier, we are able to recognize the signs of mental and substance use disorders, celebrate the wonderful stories of successful recovery in this great city and honor those who choose recovery; and

NOW THEREFORE, I, John Hollar, Mayor of Vermont's capital city, do hereby proclaim October 11, 2013 as

"RECOVERY DAY"

and encourage the citizens of Montpelier to celebrate those in our community who have chosen to take the journey of recovery and support those in need of taking the first step toward choosing a healthy life.

Signed this 18th day of September, 2013

CITY SEAL

Signed:

John Hollar, Mayor

CITY OF MONTPELIER, VERMONT

- THE SMALLEST CAPITAL CITY IN THE UNITED STATES -

Mayor John Hollar

City Council:

Tom Golonka
Thierry Guerlain
Andy Hooper
Jessica Edgerly Walsh
Anne Watson
Alan Weiss

William Fraser,
City Manager

Jessie Baker
Asst. City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members

From: William Fraser, City Manager

Re: Steady State Funding

Date: September 13, 2013 (updated from November 9, 2012 memo to committee)

In October and November of 2012, the Capital Projects Committee and staff developed numbers which reflect the level of funding necessary to fully maintain the city's general fund infrastructure. The Committee then recommended a plan for a five year transition from current capital funding levels to the desired "steady state" funding levels. The steady state funding plan considers a 10 year funding horizon (FY14-FY23).

The plan identifies $2,125,000 in funding for sidewalks, storm drains and retaining walls with the assumption that these would be issued as bonds. These specific improvements have an estimated useful life of 30-50 years which makes them good candidates for long term financing.

The plan provides a very significant increase in overall capital funding above the city's FY13 level. Including debt service payments, the plan requires an increase (on average) of $802,175 over the present budget or about 9.6 cents on the tax rate with our present grand list. It can be effectively transitioned by raising the level of capital funding by $166,300 (2 cents on the tax rate) for five years. The Bond plan includes $6,077,890 in street rehabilitation and reconstruction (R/R) money over 10 years.

Funding Details:

Street Maintenance –The RSMS report indicates an annual funding level of approximately $180,000 for preventive maintenance on roads. After closer analysis by our DPW staff, we recommend $150,000 for the first five years and $100,000 for the second five years which results in the $125,000 annual average. This is based on the work that would be included within the reconstruction and rehabilitation funding. More preventive funding early coupled with increase recon/rehab work will result in less funding being needed later. Both plans include this exact level of road maintenance funding.

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

WWW.MONTPELIER-VT.ORG

Street Reconstruction/Rehabilitation – The committee focused on the idea that 44 miles of municipal streets would be improved on a 2 miles per year basis which results in all roads receiving a major overhaul every 22 years with appropriate preventive work performed annually. Blending the different levels of work necessary on different roads resulted in an estimate of $750,000 per year for the two miles. As a point of reference, the city paved 1.75 miles of road this year for about $450,000. The City of Barre approved $701,900 in paving funds as a specific ballot article this year with $247,960 in debt service deducted leaving $453,940 for paving.

Recognizing that this is a very large increase over our present road funding, the two suggested transition plans do not reach this full amount until years 7 or 8 however both plans have a steadily increasing amount of funding allocated each year. More funding for roads can be accomplished earlier by either raising the funding increment or including road work within the bonds. Both plans average approximately $600,000 per year over the 10 year period.

Bridges – Major bridge reconstruction work is done in conjunction with state funding with the city responsible for a local share. The city is responsible for major maintenance such as painting, cleaning, repair to structural members etc. The funding plan anticipates $1,000,000 being allocated over the 10 years for bridge work with the calibrated "steady state" amount of $100,000 set aside. Both plans fully fund the $1,000,000 over 10 years.

Traffic – This work includes signal changes, intersection improvements and the like. There are no major projects envisioned over the next ten years. $10,000 per year (or $100,000 over the 10 years) is expected to be sufficient for any necessary adjustments.

Retaining Walls – Retaining walls are an important part of the city's infrastructure. In recent years many of these have been repaired, replaced and upgraded. Once complete, they have a very long anticipated life. DPW has identified $525,000 worth of major retaining wall work that would substantially complete this cycle of major reconstruction. This work can be funded through a bond leaving only $7,500 per year in maintenance expense. Alternatively $60,000 per year should be allocated over the ten years so that the large work can be completed.

Sidewalks – Sidewalks vary considerably in materials, condition and cost to repair/replace. Because sidewalks don't carry vehicular traffic, they last much longer than roads. DPW anticipates that $1,000,000 of sidewalk work is needed in the next ten years which results in "steady state" funding of $100,000 per year. However, they anticipate that nearly $600,000 of this work can be identified in a few major projects. If that money is pulled out and bonded, $40,000 per year is adequate to handle the remaining work.

Storm drains/culverts – Much like retaining walls, once completed these projects have a very long expected life with very little in the way of annual maintenance. Although much work has been done in recent years, DPW anticipates another $1,000,000 in replacement need over 10 years. This can be funded through bond or with $100,000 per year in "steady state" money.

Buildings and Grounds – Funding for buildings and grounds was derived by taking the Capital Needs Assessment study and creating an annual funding average ($108,000) for the recommended work as scheduled.

Downtown – The city has allocated $10,000 for small downtown projects for many years. These plans propose to continue that funding.

(802)-223-9502, Telephone 39 Main Street, Montpelier, Vt 05602 (802)-223-9519, Fax
www.montpelier-vt.org

Project Management – The capital plan has traditionally set aside 5% of its funds for costs associated with managing the various projects. The drastically increased funding requires additional resources to manage the new work.

Parks and Cemetery - Funding for both Parks and Cemetery was derived by taking the Capital Needs Assessment study and creating an annual funding average ($6,075 and $18,875 respectively) for the recommended work as scheduled.

Equipment – FY13 brought the level of equipment funding very close to the long held $500,000 annual target. This funding is estimated to be sufficient for the next 10 years.

Notes: The bonds suggested in the Bond Plan are $710,000 for FY14, $710,000 in FY17 and $705,000 in FY20 for a total of $2,125,000. These amounts fall within the city's debt affordability policy.

Funding projections are for maintenance/improvement of existing city infrastructure. They do not include proposals for new construction or potential projects such as flood mitigation structure, new/renovated recreation department facility, a major cemetery structure or others. All funding is for General Fund infrastructure and does not include water, wastewater or any other proprietary funds.

Summary: Unless larger immediate budget increases are selected, road maintenance/rehab funds will not reach the $750,000 annual target for 7 years. The combination of maintenance and R/R funds, however, will reach the $450,000 total recommended by Matrix almost immediately. It is possible that experience will show that $750,000 is more than is necessary which could allow for alterations to the adopted plan as it unfolds. For this plan to be fully successful, a commitment to planned additional funding over a sustained period of time must be made. The FY14 Budget included the first year of the $166,300 annual increase anticipated for five years with the higher R/R funding.