



***CITY OF MONTPELIER
MONTPELIER, VERMONT***

Agenda for City Council Meeting
City Council Chambers, City Hall

**Wednesday, September 11, 2013
6:30 P.M.**

- 1) Call to Order by the Mayor
- 2) 13-216. General Business and Appearances
- 3) 13-217. Consent Agenda:
 - a) Consideration of the Minutes from the August 14th, and August 28th, 2013 City Council Meetings. 
 - b) Approve and sign the Grant Agreement with VTrans for the Bicycle and Pedestrian Transportation Alternatives Planning Grant. The State agrees to pay \$12,000 with a \$12,000 match from the City. 
 - c) Consideration of a Request for Proposal for Group-Net-Metered Photovoltaic Electricity Generation on City Properties. 
 - d) Payroll and Bills
- 4) 13-218. Reconvening of the Public Hearing that City Council held 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.”
 - a) This Public Hearing is being reconvened to take testimony on the environmental testing, which has taken place since June 5th, and its impact on value.
 - b) The lands being considered at this hearing are located on Taylor Street and are owned by the Allan R. Carr Revocable Trust. They are more particularly shown on a plan entitled “Montpelier STP MMTC(#) & EH07(15), Total Area Sketch” dated May 16, 2011.

(This plan is available for review and inspection at the City Offices during the City's normal business hours.)

- c) Recommendation: Reconvene and conduct the Public Hearing; Council will recess into deliberative session for the purpose of preparing findings and issuing a decision at the conclusion of the regular meeting.

5) 13-219. Appointments to the Development Review Board

- a) Two Alternate seats have been vacant for some time. As a result of staff getting the word out about these vacancies, three individuals recently submitted letters of interest: John D. Fox, Kate McCarthy and Michael Sherman.
- b) Recommendation: Following an opportunity to meet the candidates, it is anticipated that Council will enter into Executive Session in accordance with Title I, §313, Executive Sessions, (3) *The appointment or employment or evaluation of a public officer or employee*. Upon returning to public session, appoint two Alternates to the Development Review Board; both are one-year terms.

6) 13-220. Green Mountain Transit Agency representatives will update the Council on "Montpelier's Circulator".

- a) Council requested this presentation from GMTA reps.
- b) Recommendation: Receive presentation; opportunity for discussion; possible direction to GMTA reps/staff.

7) 13-221. Consideration of requests from the Montpelier Community Fund Board of Directors.

- a) Chair Bernie Lambek requested this agenda item, seeking direction from Council for the disbursement of FY '15 grants; the Board would also like to discuss moving up the deadline for applications.
- b) Recommendation: Following opening remarks from Board reps, opportunity for discussion; direction to Board/staff.

- 8) 13-222. 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.
- 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) Recommendation: Conduct the First Public Hearing, with or without further amendments; set the date of the Second Public Hearing for September 18, 2013.
- 9) 13-223. Request for Council support which states that a new 6-unit housing development on Cedar Street meets the City Council's Goal: ***"To create a hospitable environment for residential growth."***
- a) Jason Merrill, the applicant, and Community Development Specialist Kevin Casey will be presenting.
 - b) Recommendation: Approval of a non-binding resolution stating that a new 6-unit housing complex on Cedar Street would have a clear and substantial community benefit.

- 10) 13-224. Council Reports
- 11) 13-225. Mayor's Report
- 12) 13-226. Report by the City Clerk
- 13) 13-227. Agenda Reports by the City Manager

Adjournment



Office of the City Manager
City Hall - 39 Main Street, Montpelier, VT 05602
Telephone: (802) 223-9502
Fax: (802) 223-9519
E-Mail: wfraser@montpelier-vt.org

June 18, 2013

The Times-Argus
Att: Classifieds

Please insert the following with City of Montpelier notices on: Monday, June 24th
Thursday, June 27th

CITY OF MONTPELIER
Development Review Board Vacancies

The Montpelier City Council is seeking individuals interested in filling two, 3-year terms and two, 1-year Alternate seats on the City's Development Review Board. Letters of interest and/or resumes should be submitted to the Office of the City Manager, City Hall - 39 Main Street, Montpelier, on or by noon on Wednesday, July 3rd. E-mails are also acceptable to: spitonyak@montpelier-vt.org. The City Council will make this appointment at their Wednesday, July 10th meeting; applicants are encouraged to attend. Further information may also be obtained by contacting the Planning and Development Office at 223-9506. 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

Last time ad was run —

sp

Sept 05, 2013

John D Fox
96 Barre St Apt 2
Montpelier VT 05602
Johndfoxservices@gmail.com
802-505-3406

Attn: William J Fraser
CC: Gwendolyn Hallsmith
City Hall - 39 Main St
Montpelier, VT 05602
spitonyak@montpelier-vt.org
CC: gwenhs@gmail.com

RE: DRB alternate opening

Dear Mr Fraser,

I recently had the wonderful opportunity of talking with Anne Watson about getting involved in Vermont politics. In addition to providing me with helpful links and your contact information, she alerted me to a current city need of an alternate for the Development Review Board. I am hereby expressing my interest in this role.

I currently work as an independent contractor (i.e. self-employed) for Zyg Group, which provides publishing quality control on behalf of Public Library of Science (www.plos.org). I proof manuscripts for issues that might hinder online presentation, corresponding with authors as needed to resolve any problems found.

I enjoy being a wholly engaged citizen and always look for ways to participate, whether serving on boards, committees, or just volunteering in general. My passion is writing, I have an educational background in philosophy, and my weltanschauung might best be summed up by *we're all in this together*.

I would love an opportunity to talk with you more about this role and what I can contribute to the city of Montpelier.

Thank you for your consideration.

Kindest Regards,
John

John D Fox
Montpelier, VT
802-505-3406
Johndfoxservices@gmail.com
<http://www.linkedin.com/in/thejdfox>

PROFESSIONAL SUMMARY

Writer. Records and information manager: establishment, development, implementation, training, marketing and communication of enterprise-wide records program. Emphasis on corporate and legal compliance that mitigates risk. Researcher. Human resources support. Internal communications facilitator. All facets of customer service.

PROFESSIONAL EXPERIENCE

JD Fox Presents

Current

Writer

- Independent contractor, Zyg Group
- Freelance work (clips available)
- Author platform: <http://www.jdfoxpresents.com>
- Currently working on novel
- Former newspaper staff writer (University of Colorado Denver)

Office Team, Indianapolis, IN

2010-2013

Professional Work via Assignment:

- Stand For Children (canvassing and educational advocacy)
- Marion County Election Board (processing early voting)
- Ogletree Deakins (running copy center / mail room operations)
- Qmark (performing HEDIS audit)

Qwest, Denver, CO

2000-2009

Records and Information Analyst (2004-2009)

- Coordinated corporate records secure destruction program
- Created content around Enterprise Content Management (ECM)
- Supported business units and departments to improve programs
- Communicated best practices to employees

Qwest, Denver, CO (continued)

HRIS Analyst (2001-2004)

- Supervised Human Resources team
- Managed budget
- Wrote company policies and procedures
- Created Human Resources Information System (HRIS) audit team
- Oversaw employment verification

John D Fox
Montpelier, VT
802-505-3406
Johndfoxservices@gmail.com
<http://www.linkedin.com/in/thejdfox>
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Administrative Assistant (2001)

- Hired on as full-time staff
- Managed file room

Records Clerk (2000-2001)

- Temporary assignment via staffing agency
- Records management

EDUCATION

BA, University of Colorado Denver

COMMUNITY INVOLVEMENT

**Indiana Youth Group (IYG), mentor
Soka Gakkai International (SGI), volunteer
Damien Center, volunteer**

Sandy Pitonyak

From: Kate McCarthy [kl.mccarthy@gmail.com]
Sent: Thursday, September 05, 2013 9:48 PM
To: Sandy Pitonyak
Cc: Gwendolyn Hallsmith
Subject: Letter of interest - DRB alternate position
Attachments: Resume - McCarthy - Montpelier DRB, Sept. 2013.pdf

September 5, 2013

Good evening,

I recently learned from Gwen Hallsmith that the City of Montpelier is looking for alternates for the Development Review Board. Please accept this email and the attached resume as my expression of interest in serving.

As a resident of Montpelier, I'm very interested in supporting a Board whose work helps sustain and improve this great place. I am a land use planner by training, and so would be able to bring my experience with planning, zoning, development review, Chapter 117, and public process to the work of this position. I'm detail oriented and have a working familiarity with how zoning bylaws and development review processes operate. I would enjoy working with city staff and applicants to ensure the timely review and approval of projects compatible with city goals and regulations. In sum, serving as a DRB alternate would be both personally and professionally interesting to me.

Thank you for considering my submission and I look forward to your response. I will plan on attending the upcoming City Council meeting on September 11th if my application is going to be reviewed at that time – please let me know if there is a certain time I should arrive or any information I should prepare.

Best wishes,

Kate McCarthy

KATE MCCARTHY, AICP

48 Prospect St., Montpelier, VT 05602 • (802) 451-8348 (cell) • kl.mccarthy@gmail.com

EDUCATION

Cornell University, Ithaca, New York, GPA 3.9/4.33

Master of Regional Planning, May 2010.

Rice University, Houston, Texas, GPA 3.73/4.0

B.A. in Cultural Anthropology, May 2002.

University College Cork, Cork, Ireland

Junior year abroad. Studied Irish culture and history, 2000-2001.

WORK EXPERIENCE

Vermont Natural Resources Council

October 2011-present

Sustainable Communities Program Director

- Educate planning commissions and conservation commissions throughout Vermont on available planning and implementation tools. Provide technical assistance and write zoning bylaw language to advance natural resource, smart growth, and other local goals. Work includes writing standards for development review that can be readily interpreted and administered by local review boards.
- Develop and deliver trainings and educational materials that empower local decision-makers with information about smart growth and natural resources planning and implementation. Includes tasks such as maintaining online community planning toolbox geared toward citizen planners and co-leading a workshop for real estate professionals and engineers called *Planning & Developing with Natural Resources in Mind*.
- Collaborate in working groups with stakeholders from state government, regional planning commissions, municipalities, non-profits, and academia to inform state and local policy and investments. Examples include the Working Lands Coalition, Farm to Plate Network, and legislative summer study committees.
- Work as an advocate and resource in Vermont's legislature to promote land use, natural resource, and local and regional planning policies. Testify in front of legislative committees on these issues.
- Collaborate with VNRC's Forests & Wildlife, Energy & Climate Action, and Water Programs on integrated approaches, rooted in local decision-making and regional development review, to meet the challenges facing Vermont's environment and communities.

Windham Regional Commission, Brattleboro, VT

June 2010-October 2011

Assistant Planner / Energy Efficiency & Conservation Block Grant Project Coordinator

- Provided technical support on town plans and bylaw updates to municipalities in a rural, 27-town region in southeastern Vermont (approximate population: 47,000). Collaborated with planning commissions and community groups on plan and policy development. Evaluated municipal plans for compliance with Chapter 117 (Vermont's Land Use Law). Coordinated and staffed panels of Windham Regional Commissioners, who served as peer reviewers during regional approval and confirmation of town plans.
- Oversaw energy planning and programs. Provided staff support to Commission's Energy Committee. Articulated Committee positions on policy issues, managed federal grants, and facilitated outreach events to bolster local energy planning and project implementation efforts. Member of Vermont Association of Planning and Development Agencies (VAPDA) Energy Committee.
- Managed \$210,000 in Energy Efficiency and Conservation Block Grants funds from the American Recovery and Reinvestment Act. Included hands-on management of weatherization projects; reporting; contracting; and complying with Davis Bacon, NEPA, and Section 106 requirements. Oversaw 9 energy efficiency projects in municipal and county buildings, translating into an estimated 38 tons of carbon, 4,600 gallons of fuel oil, and \$15,000 in municipal savings.
- Managed sites and provided support to the Windham Regional Brownfields Reuse Initiative, to bring contaminated properties back to productive use. Procured Phase I and II environmental site assessments, supported clean up planning efforts, and assisted with assembling clean up funding. Collaborated with partners at Vermont Department of Environmental Conservation, US Environmental Protection Agency, and community agencies to ensure coordinated clean up and redevelopment.
- Contributed to winning grant for \$1.4 million in EPA Brownfields assessment and revolving loan funding. Wrote four Vermont Municipal Planning Grants, securing over \$30,000 for Towns.

Building Resilient Regions, Cornell University, Ithaca, NY (Prof. Rolf Pendall) *July 2008-May 2010*
Graduate Research Assistant

- Researched, analyzed, and evaluated transportation and housing plans of metropolitan regions for a) how rapid growth would affect the region, and b) whether/how localities were planning for growth.
- Created GIS maps identifying concentrations of vulnerable housing potentially affected by rapid growth.
- Prepared briefs analyzing map and plan data; utilized research, analytical, and writing skills. Project supported the MacArthur Foundation's efforts to understand regional resilience and planning issues.

GrowSmart Maine, Portland, ME
Summer Intern

June 2009-Aug. 2009

- Developed workshop materials on "lessons learned" from a pilot planning project in Standish, Maine. Project used smart growth principles to achieve a collaboratively-developed community vision, which then led to adoption of the first form-based code in the state.
- Created detailed, user-friendly resource packet and presentation for professional and citizen planners.

Cornell University, Department of City and Regional Planning, Ithaca, NY
President, Organization of Cornell Planners

Jan. 2009-Jan. 2010

- Communicated with students and faculty about departmental issues and student needs. Facilitated public participation exercises and constructive dialogue, including the annual department Town Hall meeting.
- Helped the department adapt to a 42% increase in cohort size by developing a group advising program, organizing orientation events, and promoting professional development opportunities.
- Organized and managed student-initiated projects on sustainability and curriculum with other officers.

Central Washington University, Study Abroad & Exchange Programs, Ellensburg, WA

Interim Director, Jan. 2008 – June 2008; Study Abroad Advisor, Nov. 2003 – Jan. 2008

- As a study abroad advisor, advised students, organized short-term faculty-led study abroad programs, marketed study abroad with publications and presentations, led pre-departure orientations, and organized university-wide international studies events.
- Promoted to Interim Director in January of 2008. Supervised staff of four through major office reorganization. Communicated and coordinated with department and successor for a smooth transition.
- Communicated diplomatically and sensitively to handle student emergencies and parental concerns.
- Created study abroad program budgets compliant with university policy and faculty collective bargaining agreement, and managed the office's operating budget.

**PROFESSIONAL
AFFILIATIONS**

American Planning Association, October 2008 to present.
Vermont Planners Association, January 2011 to present (Executive Committee member, November 2012-present.)
American Institute of Certified Planners, member, November 2012 to present.

SKILLS

Zoning Bylaw Development • Presentations and Public Speaking • Excellent Oral and Written Communication Skills • Grant Writing and Management • Project Management • Meeting Facilitation • Introductory ArcGIS • Introductory Adobe Creative Suite • MS Word • MS Excel • PowerPoint • MS Publisher • FileMaker Pro • Introductory SPSS/statistical analysis

PUBLICATIONS

"Industrial Wind Power: What Local Officials Need to Know," co-authored; Cornell's CaRDI Research and Policy Brief Series, March 2010. • "Community Strategies for Vermont's Forests and Wildlife: A Guide for Local Action," co-authored; forthcoming, September 2013.

**HONORS &
AWARDS**

Finalist, Presidential Management Fellows program (withdrew) • American Institute of Certified Planners Outstanding Student Award, 2010 • American Planning Association Economic Development Division Graduate Scholarship • Graduated cum laude from Rice University • President's Honor Roll, Rice University • Martel College Service Award, Rice University

From: mnsherms@sover.net
Sent: Thursday, September 05, 2013 6:10 PM
To: Sandy Pitonyak
Cc: Gwendolyn Hallsmith - gmail
Subject: DRB alternate

Hello Sandy,

I am in Chicago, helping my son Roger recover from a climbing accident, in which he broke a few bones. He's OK and will continue to recover after we leave on Saturday. All that by way of a preface to my purpose in writing--to apply for one of the two alternate positions on the Development Review Board.

I just got Gwen's email notice, and with your deadline of Friday, do not have access to my resume, so I will summarize my qualifications--such as they are--here.

I have been a resident of Montpelier since 1986, living all that time in the same house on College Street. I was director of the Vermont Historical Society for 10 years (1985-1995), and have continued to be involved in Vermont history one way or another since leaving that position. I've written a few short articles for various newspapers on Montpelier history, most recently for the centennial of the dedication of City Hall.

I was on the board of the Preservation Trust of Vermont for about as long as I was at the VHS, I was on the Montpelier Conservation Commission for a few years, and was the commission's liaison member to the Tree Board during that time. I was one of three (Sandy Vitzhum, Jennifer Boyer, me) who initiated, planned, designed, and got funding for the City Hall Plaza.

I was on the K-H Library board for a few years. I was deeply involved, along with a few others, in helping get the Montpelier Circulator bus on the city ballot three times by circulating petitions.

I am currently president of the board of the Central Vermont Community Action Council.

I have attended several meetings of the DRB in the past few months, and have attended several meetings in my neighborhood where the DRB has presented plans and held discussions about if and how to develop the Sabins Pasture parcel. My home does not abut the pasture, so I do not have a conflict of interest in that issue. I live and work in Montpelier--at Manghis Bakery--and I have a deep interest in keeping the city a thriving, economically and socially diverse, attractive, and safe place to live. I think the DRB has an important role to play in achieving that goal, and would appreciate having the opportunity to participate in its deliberations and actions toward that end.

I will be back home on Monday, Sept. 9, and can submit additional information at that time if necessary.

Thanks,

Michael

Michael Sherman

Minutes of the Montpelier City Council Meeting
August 14, 2013
Montpelier City Hall Council Chambers

In attendance: Mayor John Hollar (presiding), City Councilors Jessica Edgerly Walsh, Thierry Guerlain, Alan Weiss, Andy Hooper, 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 6:30 PM.

13-192. Jed Guertin approached the Council, with a request that the body consider different approaches to zoning in the lower portion of Sabin's Pasture than those that have been proposed. He urged the council to open up a public dialogue on the matter.

13-193. In discussing the content of the consent agenda, Councilor Watson encouraged consideration of moving contracts reflecting pre-approved expenditures in the budget process, out of ongoing council deliberations, suggesting that doing so was needlessly redundant. Councilor Golonka expressed discomfort at changing the process, noting that it was part of the post-Scott Construction incident procedures. The Mayor suggested the subject be added as an agenda item in a future meeting.

Councilor Jessica Edgerly Walsh made a motion to approve the consent agenda without items e, f, j, and k, as per Councilor Weiss's request. The motion was seconded by Councilor Anne Watson, and approved unanimously at 6:36 PM.

13-194. Councilor Thierry Guerlain moved the council reappoint Beth Boutin to a 3-year term to Montpelier's Community Fund Board. Seconded by Councilor Watson, and approved unanimously at 6:37.

13-195. Chief Gowans explained the proposed ambulance rate changes to the Council.

Councilor Weiss asked the Chief about the related revenue figures. Chief Gowans explained the new billing system, and he and the City Manager detailed the impact of Medicare and Medicaid and how they impact the projections. Councilor Golonka asked about comparable rates in other towns. Councilor Guerlain also asked for details on some of the rate increases.

13-196. In response to the council's request from the prior meeting, City Clerk John Odum provided the current license rates and what ordinance amendments would be required to empower the council to approve changes to those rates directly. Councilor Golonka indicated he wanted a detailed breakdown of licenses issued, revenue captured, and staff time attached. Councilor Guerlain questioned the validity of the underlying reasoning behind municipal business licenses. The City Clerk defended the issuance of licenses as a legitimate responsibility of municipal government.

13-197. Councilor Weiss introduced Charter Revision Committee representatives Liz Dodge, Paige Guertin, Jonathan Williams and Nancy Sherman. Ms. Sherman narrated a power point presentation that explained the work of the committee.

Councilor Golonka had follow up questions about proposed changes from the school board. The general sense was that the bodies should coordinate.

There was a brief discussion of the process in the legislature of approving charter changes.

The mayor suggested taking time to consider the process of moving forward.

The advantages and disadvantages of calling for a special city meeting in November to approve the charter changes (as opposed to putting it on the regular March annual city meeting ballot) were discussed. The sense of the council was that March was preferable.

- 13-193. The Council returned to the items Councilor Weiss requested be pulled from the consent agenda. He first voiced concerns about item e, questioning whether or not it was a worthy expenditure.

Phayvanh Luekhamhan of Montpelier Alive explained the project and its revenue sources in response to Councilor Weiss. In response to Councilor Guerlain's inquiry, Councilor Edgerly Walsh explained that the funding would come from the Downtown Improvement District monies.

Kevin Casey further characterized the committee process as in its early stages, and that marketing decisions had yet to be made.

Councilor Golonka had broader questions about the DID expenditures. A discussion of the committee's priorities in its first two meetings followed.

The time sensitivity of the item f funding request was discussed.

Councilor Weiss moved to table item f until such time as the DID committee presents a full work plan and budget. Councilor Guerlain seconded.

The mayor felt that the use of a tabling motion to pre-empt or cut off discussion was inappropriate. There was a discussion on protocols for tabling motions.

At 8:05 PM, the council voted 3-3 on the motion to table (Councilors Golonka, Weiss and Guerlain in favor, and Hooper, Edgerly Walsh and Watson opposed). The mayor voted nay and the measure was defeated.

Councilors Edgerly Walsh and Guerlain engaged in a back-and-forth about the merits of authorizing an expenditure of the approved DID money for holiday lights immediately.

Luekhamhan spoke to the relationship between the purchase of new lights and the repair of the current "peace dove" decoration, and explained (in response to concerns expressed by Councilors Weiss and Golonka which echoed Councilor Guerlain's comments) that Montpelier Alive and city staff are ultimately beholden to the committee, which has the power to entertain any proposals. Casey noted that the committee sees the fund as distinct/separate from Montpelier Alive.

After some discussion of the specific amounts, as well as a timeline for a report from the DID committee, Councilor Hooper moved the council allocate \$3000 for item e, as well as approve \$5000 for holiday decorations, with the requirement that the DID committee present a full budget plan to the council no later than September 25th. Councilor Watson seconded. The motion carried 5-1 at 8:18PM, with Councilor Golonka opposed.

Councilor Weiss indicated he did not mean to pull j, and rather wanted to pull i.

Regarding item i, Councilor Weiss questioned the point of the proclamation. Councilor Golonka wondered how the item ended up on the consent agenda. The mayor also felt, without disagreement from the council, that item j was passed in the previous approval of the consent agenda, despite the uncertainty.

Councilor Weiss asked for an explanation of item k. Assistant City Manager Jessie Baker explained what the item would do.

A motion to approve item k was presented by Councilor Golonka, and seconded by Councilor Guerlain. The motion carried 5-1 (with Councilor Weiss voting nay) at 8:23 PM.

A motion to approve item l was made Councilor Hooper and seconded by Councilor Watson. The motion was defeated in a 3-3 vote at 8:28 PM (Councilor Hooper, Guerlain and Golonka voting nay and Councilors Edgerly Walsh, Weiss and Watson voting yes), with the mayor voting no.

The meeting went into recess at 8:29 PM. The meeting resumed at 8:31 PM.

13-198. City Manager Fraser framed the discussion on the City Council's Goal to "Balance and control municipal budgeting, taxes and services relative to current population and grand list tax base." Councilor Hooper spoke positively of the budget process the previous year. Finance Director Gallup made herself available for questions.

13-199. City Staff members Gwen Hallsmith, Kevin Casey and Jessie Baker updated the Council on the goals to "Create a hospitable environment for residential growth" and "Maintain an environment that is hospitable for businesses to thrive throughout Montpelier."

Casey discussed upper floor development downtown. At the mayor's questioning, Casey explained the value of having a committee to support the process. He further reviewed other items being worked on, such as the housing trust fund.

Councilor Weiss asked about coordination of development efforts in the region. Councilor Edgerly Walsh asked for more details on a proposed economic development committee.

Hallsmith reviewed work towards improving the permit process, TIF financing, proposals such as infill housing, and other items. Councilor Weiss referenced Jed Guertin's comments at the outset of the meeting, and was hopeful for follow-up discussions.

Hallsmith suggested that a councilor agree to be a liaison to the planning commission, given the unique complexities.

Councilor Golonka voiced the opinion that controversial aspects of the zoning discussion be brought before the council prior to a final proposal.

Councilor Guerlain urged the body to simplify the process as much as possible.

Councilor Edgerly Walsh suggested that the entire zoning process is "policy," and if the council is concerned about policy discussions emerging from the planning committee meetings, there should be a way for it to engage more.

Hallsmith characterized the zoning document as an implementation document, rather than a policy document.

Jed Guertin joined the discussion.

- 13-200. Councilor Hooper relayed concerns about the construction downtown, and Councilor Guerlain added some specific questions from constituents. Assistant City Manager Baker responded and gave background.

Councilor Weiss praised the police department for its efforts when the motorcycles came into town last weekend. He noted Chief Facos was himself directing traffic.

Weiss also noted that on the 30th of September, there would be a key meeting on the regionalization process.

Councilor Golonka reported that people were concerned about the recent rash of break-ins. Golonka also expressed concerns about the idea of a solar tax.

Councilor Watson gave an update on the bike path, and suggested making a Barre Street working group to deal with potential problems that could be on the horizon. She further noted that she had followed up with city staff on the Stonecutter's Way sculpture, and looked forward to it being moved

Councilor Edgerly Walsh indicated she would not be at the next meeting, but will try to come in remotely. She noted that she had asked the City Manager to invite representatives from GMTA to discuss funding for the circulator bus. She also indicated that she had received a post card about the removal of some trees for park construction and the status of a retaining wall, and encouraged the City Manager to include the topic in his next city update for The Bridge.

- 13-201. The mayor reported that he had a meeting regarding closing State Street on some Saturdays, acknowledging Kevin Casey's help. He also reported that he will be meeting with officials from the Department of Liquor Control to discuss parklets. Finally, last week he had a meeting with the EU ambassador. He indicated they had a nice chat.

- 13-202. The City Clerk noted that taxes were due the next day.

- 13-203. The council discussed moving the September 25th meeting.

The City Manager informed the council that the majority of break-ins had been into unlocked homes or vehicles, and he encouraged everyone to lock their cars and homes.

He also noted that neither he nor the Assistant Manager will be available on the September 25th meeting.

Councilor Guerlain moved that the council adjourn the meeting and was, seconded by Councilor Hooper. The motion carried unanimously at 9:31PM.

Minutes of the Montpelier City Council Meeting
August 28, 2013
Montpelier City Hall Council Chambers

In attendance: Mayor John Hollar (presiding), City Councilors Thierry Guerlain, Alan Weiss, Andy Hooper, Tom Golonka and Anne Watson, and City Manager Bill Fraser. Jessica Edgerly Walsh was not in attendance. City Clerk John Odum acted as Secretary of the meeting.

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

- 13-206. The City Clerk noted the previous meeting's minutes were not available. At Councilor request, items b and 6 were removed from the consent agenda for discussion.

Councilor Watson (seconded by Councilor Guerlain) moved approval of the remaining consent agenda. The motion carried unanimously at 6:32 PM.

- 13-208. The Mayor welcomed members of the parking committee (Brian Cain of the Capitol Plaza, Michael Clasen representing the State, and Planning & Development staffer Kevin Casey) to discuss the council's goal to "support the work of the Parking Committee in an effort to alleviate parking pressures in Montpelier." Mr. Cain went through the report.

Mr. Cain reviewed the reports analysis of the seasonal nature of city parking issues, as well as identifying the stakeholders. He also spoke to challenges of fees, enforcement and signage.

Mr. Clasen reviewed parking mitigation programs (such as buses and car/van pools) underway at the state, as well as their search to identify new parking spaces. Mr. Cain then reviewed recommendations from the committee at this point.

The mayor had questions about the proposed signage for weekend Carr Lot parking. In response to the mayor's questions, Chief Facos reviewed enforcement of the two hour parking limit.

Chief Facos discussed the potential of "smart" technology to assist in consistent enforcement.

Councilor Weiss asked for clarification about Chief Facos's role in the committee, as well as the status of some particular parking spaces on Baldwin Street.

Chief Facos mentioned potential opportunities to work with Barre Town on parking technology studies.

Councilor Guerlain asked about the status of the newly approved parking spaces. He also had questions about the approach to the parking ban.

Councilor Watson asked about parking on State Street and the potential impact of any angle parking plan.

Councilor Weiss asked the committee members about parklets. Mr. Cain indicated the committee had not considered them.

The Mayor asked for clarification about the coach parking proposal.

Councilor Guerlain asked about enforcement of anti-idling rules among coaches, and encouraged reminders to be included on signage.

In response to a question from Councilor Hooper, Kevin Casey of the planning department discussed the capabilities of "smart" parking meters.

Councilor Weiss asked the committee about the potential for Montpelier Alive to include promotional materials in the coach spaces.

Councilor Watson encouraged that action on meters and fees be proceeded with quickly.

Chief Facos explained his recommendation for a more flexible approach to setting meter fees if and when the council goes in the direction of smart parking meters.

Councilor Watson moved that the council approve creation of 4 new temporary parking spaces for coach buses as proposed, to expire October 30th (and to including signage indicating no idling), and approve signage for parking at the Carr lot on the weekends. Seconded by Councilor Guerlain, the motion passed unanimously at 7:19.

- 13-210. Councilor Guerlain volunteered for the position of voting delegate to the Vermont League of Cities and Towns' Annual Business Meeting. Councilor Golonka presented a formal motion nominating Councilor Guerlain. Councilor Watson seconded. Approved at 7:22 by a vote of 5-0, with Councilor Guerlain abstaining.

City Manager Fraser explained the function of the Voting Delegate to the Vermont League of Cities and Towns' Annual Business Meeting.

- 13-211. Councilor Weiss asked about the opportunity for the council to discuss parklets.

Councilor Guerlain noted the wrong year was denoted on the council materials. He asked that the dating notation be changed.

- 13-212. Mayor Hollar referenced his research on the "motion to table." He suggested the council not make motions to table. He noted he was meeting with the Farmers market about long term options.

- 13-214. The City Manager explained his approval under the council's previous authorization for parklets, to allow for the one day parklet demo program scheduled. Councilor Weiss asked for clarification on what would and would not be allowed.

Councilor Watson - seconded by Councilor Hooper - moved to go into executive session to discuss Carr Lot negotiations. The motion carried unanimously at 7:29.

Councilor Guerlain moved the council return to open session and adjourn. Councilor Golonka seconded. The motion passed unanimously at 8:04.

Date: September 6, 2013

To: Montpelier City Council

From: David Armstrong, GMTA Transit Planner
Tawnya Kristen, GMTA Community Relations Manager
Meredith Birkett, CCTA Director of Planning & Marketing

Re: Montpelier Circulator Update

Service History - Funding

Prior to 2010, the City of Montpelier had expressed interest in a year-round "circulator" type route that would connect the downtown area with City neighborhoods and other important destinations not served by other GMTA routes. GMTA submitted a Congestion Mitigation Air Quality (CMAQ) application to VTrans to fund a Montpelier Circulator in August 2008, but GMTA was not awarded these grant funds. When GMTA completed its budgeting process for FY12, staff confirmed the availability of approximately \$77,000 within the operating budget that could be programmed into new service on an annual basis. At the same time, analysis of the seasonal Capital Shuttle route suggested the route could be streamlined to free up approximately \$51,000 for application towards a new year-round Montpelier Circulator. In March of 2011, Montpelier voters approved a \$40,000 ballot item to complete the needed funding for a year-round Montpelier Circulator. Voters have also approved \$40,000 ballot items for the Circulator in 2012 and 2013.

Service History – Route Planning

The design of the Montpelier Circulator route and schedule was a collaborative effort between GMTA staff, Montpelier residents, and City officials. Throughout the route planning process, the opposing goals of serving a wide geographic area and providing frequent service had to be balanced. The issues of which areas to serve and at what intervals were debated at length and ultimately led to the current routing and schedule, attached. The route runs Monday through Saturday, along two distinct loops. GMTA's deviation policy allows for the bus to "deviate" off the fixed route to pick-up or drop-off those who cannot access the bus along the fixed route. This has been useful for those who live or work towards the Terrace St. area, kids and caregivers who visit the North Branch Nature Center and residents of the Murray Hill area who visit Montpelier's Senior Center.

Ridership Trends and Performance Metrics

Ridership on the Circulator has been growing steadily since the route's inception. The data below shows FY13 ridership by month and the FY12 total:

Montpelier Circulator FY13 Ridership														
July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY13 YTD	FY12 YTD	% Growth
1337	1312	1670	1976	1825	1607	2000	1855	1986	2015	2103	1993	21679	12966	67.2%



Getting you where you need to go!

GMTA reports ridership and costs to the State as part of its annual statewide review of transit services, with two specific metrics considered along with the above ridership numbers; boardings per hour and cost per passenger. In FY13, the route saw nine boardings per hour, more than doubling the State's "acceptable" number of four boardings per hour. The cost per passenger decreases as ridership grows, down to \$8.40 per ride for FY13, which was almost half the State's "acceptable" cost per passenger.

The Montpelier Circulator has displayed remarkable growth over its short life span and is meeting the State's performance standards. As more residents learn how to utilize the route, it will play an increasingly integral part in the City's growth, particularly as the City faces continued parking pressures.



Montpelier Circulator Loop 1
7/1/2012 to 6/30/2013

	Shaws	Elm/Spring	Pool	CCV	Summer/Winter	Liberty St	WCMH/Heaton Woods	College Green	E. State St	Hunger Mtn Co-Op	Barre St	Sr Ctr	Other	Total	% of Loop Total by Day
Monday total	424	394	97	158	133	366	105	84	46	126	134	26	2	2095	19%
Tuesday total	438	476	135	224	145	332	93	76	61	116	132	38	0	2266	20%
Wednesday total	554	444	131	302	113	324	51	56	55	139	158	55	0	2382	21%
Thursday total	451	432	117	160	187	340	82	117	60	107	107	39	0	2199	20%
Friday total	306	353	135	151	163	296	24	70	42	127	134	38	0	1839	16%
Saturday total	98	65	13	9	55	28	5	28	18	38	62	9	2	430	4%
Stop Totals	2271	2164	628	1004	796	1686	360	431	282	653	727	205	4	11211	
Weekday total	2173	2099	615	995	741	1658	355	403	264	615	665	196	2	10781	96.2%
Weekday average	8.59	8.30	2.43	3.93	2.93	6.55	1.40	1.59	1.04	2.43	2.63	0.77	0.01	42.61	
Saturday total	98	65	13	9	55	28	5	28	18	38	62	9	2	430	3.8%
Saturday average	1.92	1.27	0.25	0.18	1.08	0.55	0.10	0.55	0.35	0.75	1.22	0.18	0.04	8.43	

SUMMARY

	Loop 1	Loop 2	Total	% Ridership by Day	Ave. Ridership per
Weekday	10781	10111	20892	97%	82
Saturday	430	133	563	3%	11
YTD Ridership	11211	10244	21455		
% Ridership by Loop	52.3%	47.7%			

Montpelier Circulator Loop 2

7/1/2012 to 6/30/2013

	Shaws	3 Prospect	Freedom Dr	National Life	High School	People's United Bank	Total	% of Loop Total by Day
Monday total	1129	4	79	690	50	45	1997	19%
Tuesday total	1054	4	54	723	40	47	1922	19%
Wednesday total	1155	10	73	736	74	71	2119	21%
Thursday total	1178	1	110	624	45	49	2007	20%
Friday total	1133	6	124	676	44	83	2066	20%
Saturday total	91	2	25	0	1	14	133	1%
Stop Totals	5740	27	465	3449	254	309	10244	
Weekday total	5649	25	440	3449	253	295	10111	99%
Weekday average	22.328	0.0988	1.7391	13.632	1	1.166	39.964	
Saturday total	91	2	25	0	1	14	133	1%
Saturday average	2.275	0.05	0.625	0	0.025	0.35	3.325	

Montpelier Circulator

ROUTE NUMBER
92

MONDAY – FRIDAY

Loop 1

Montpelier Shaw's	Elm St./ Spring St.	Pool & Rec Field/ CCV	Summer St./ Winter St.	WCMH/ Heaton Woods	College Green	Hunger Mtn. Co-op	Senior Center	Montpelier Shaw's
1	2	3	4	5	6	7	8	1
6:50	6:53†	6:58	7:03	7:07	7:10	7:17	7:27	7:30
7:50	7:53	7:58	8:03	8:07	8:10	8:17	8:27	8:30
8:50	8:53	8:58	9:03	9:07	9:10	9:17	9:27	9:30
10:50	10:53	10:58	11:03	11:07	11:10	11:17	11:27	11:30
11:50	11:53	11:58	12:03	12:07	12:10	12:17	12:27	12:30
12:50	12:53	12:58	1:03	1:07	1:10	1:17	1:27	1:30
2:50	2:53	2:58	3:03	3:07	3:10	3:17	3:27	3:30
3:50	3:53	3:58	4:03	4:07	4:10	4:17	4:27	4:30
4:50	4:53	4:58	5:03	5:07	5:10	5:17	5:27	5:30

Loop 2

Montpelier Shaw's	3 Prospect	Freedom Drive	National Life	High School	State Street/ People's United Bank	Montpelier Shaw's
1	*	9	10	11	12	1
7:30	R	7:34	7:38	7:43	7:46	7:50
8:30	R	8:34	8:38	8:43	8:46	8:50
11:30	R	11:34	11:38	11:43	11:46	11:50 AM
12:30	R	12:34	12:38	12:43	12:46	12:50 PM
3:30	R	3:34	3:38	3:43	3:46	3:50
4:30	R	4:34	4:38	4:43	4:46	4:50
5:30	R	5:34	5:38	5:43	5:46	5:50

This route offers on-board and same day call in deviation requests up to 1/2 mile!

One Circulator bus runs both loops:

Make sure to board the correct one! Stops 1 – 8 leave Shaw's at :50 past the hour.

Stops 9 – 12 leave Shaw's at :30 past the hour. Please ask the driver if you are unsure which loop you are on.

SATURDAY

Loop 1

Montpelier Shaw's	Elm St./ Spring St.	Pool & Rec Field/ CCV	Summer St./ Winter St.	WCMH/ Heaton Woods	College Green	Hunger Mtn. Co-op	Senior Center	Montpelier Shaw's
1	2	3	4	5	6	7	8	1
8:50	8:53	8:58	9:03	9:07	9:10	9:17	9:27	9:30
9:50	9:53	9:58	10:03	10:07	10:10	10:17	10:27	10:30
10:50	10:53	10:58	11:03	11:07	11:10	11:17	11:27	11:30
11:50	11:53	11:58	12:03	12:07	12:10	12:17	12:27	12:30
12:50	12:53	12:58	1:03	1:07	1:10	1:17	1:27	1:30

Loop 2

Montpelier Shaw's	3 Prospect	Freedom Drive	State Street/ People's United Bank	Montpelier Shaw's
1	*	9	12	1
9:30	9:31	9:34	9:46	9:50
10:30	10:31	10:34	10:46	10:50
11:30	11:31	11:34	11:46	11:50 AM
12:30	12:31	12:34	12:46	12:50 PM
1:30	1:31	1:34	1:46	1:50

FREE!

* Available Monday-Friday by request. Call 223-7287 for pick-up service. Saturday service is provided with no request needed.

† Bus will pull into Cummings Street Apts. at 6:54 a.m. on school days by phone-in request only. To request a pick-up, please call 223-7287 by 6:45 a.m.

D On this route only, passengers may request a deviation from the driver, up to 1/2 a mile off the fixed route.

This route offers connections to the Montpelier Hospital Hill, City Commuter, City Route Mid-Day, Waterbury Commuter, LINK Express and US 2 Commuter.



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.

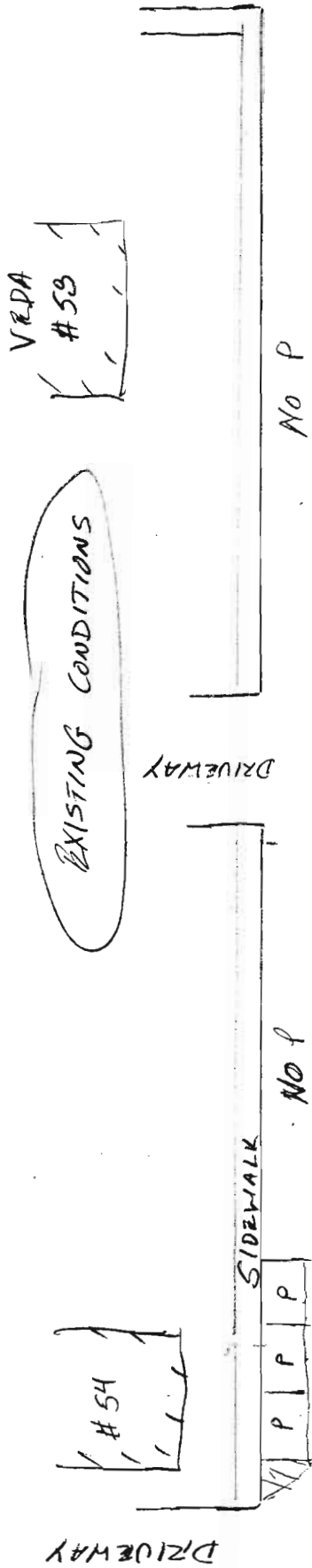
(u) East State Street. Parking is prohibited on the south side of East State Street from Main Street to No. 79 East State Street; and parking is prohibited on the north side of East State Street from the driveway serving #54 East State Street to a point sixty (60) feet easterly; and forty (40) feet westerly 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

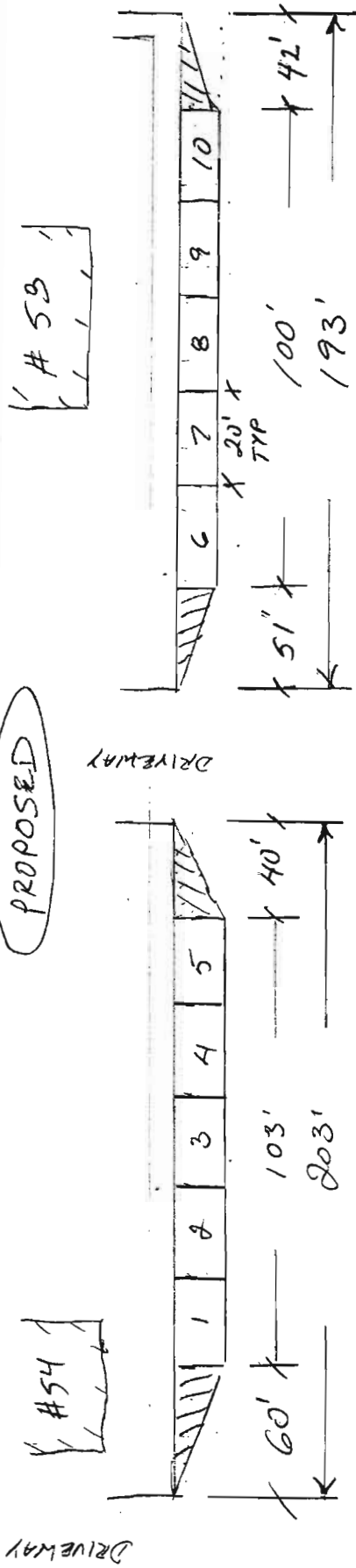
EAST STATE ST PARKING

HUBBARD ST



EAST STATE ST

PROPOSED

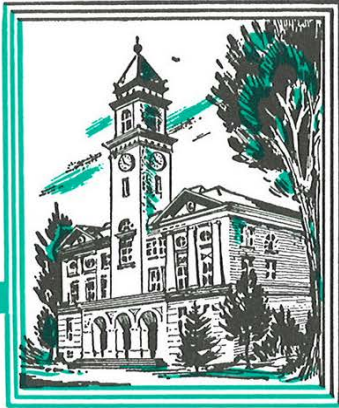


EAST STATE ST

PARKING SUMMARY:

3 EXISTING SPACES
10 PROPOSED SPACES
 7 NET INCREASE

NOT TO SCALE



CITY HALL

CITY of MONTPELIER

Vermont

THE CAPITAL CITY OF THE STATE OF VERMONT

**Request for Proposals (RFP)
Group-Net-Metered Photovoltaic Electricity Generation on City Properties**

Issued by the City of Montpelier, Vermont
Department of Planning and Community Development

1. Objective / Background

Green Mountain Power, Montpelier's electricity utility, is one of a growing number of electric utilities whose grid features 'Group net-metering'. This allows a customer to supply power to its grid at one location and designate one or more locations elsewhere on its grid to draw their power from the ongoing credit built by that supply.

A competitive marketplace has recently developed to take advantage of group-net-metering and current clean-energy tax incentives. This significantly and favorably changes the economics involved in a customer installing renewable energy sources. Given this environment the City is assuming that any such development on city property will be done at no immediate cost to the city and will be done with the understanding that the developer will provide the City with electric capacity from said development at a lower rate than currently experienced.

The City of Montpelier, Vermont ("the City"), in collaboration with its Energy Committee, is seeking to take advantage of this new marketplace by proposing to dedicate one or more City parcels to the generation of photovoltaic energy for use by one or more City properties. To this end, the City is seeking an experienced firm to provide the needed components and construction, the connection to a net-metered power grid, and advice related to siting, financing, and other aspects involved in establishing of net-metered photovoltaic electricity generation for City consumption.

Montpelier seeks, through the fruition of this project, to take significant steps toward alternative electrical energy generation through this commitment to solar PV.

This provides a municipal customer access to this market, and significantly and favorably changes the economics involved in installing renewable energy sources. Given this environment the City is assuming that any such development on city property will be done at no immediate cost to the city and will be done with the understanding that the developer will provide the City with electric capacity from said development at a lower rate than currently experienced.

The City is moving actively on the energy-transition front and considers alternative energy adoption a short-term need. It has accordingly set goals on the energy efficiency and renewable-energy fronts.

The goal of this project is to provide the City electricity from a renewable source at no up-front cost to taxpayers. This will insulate the City from global fossil fuel markets, and provide some insurance against the possibility of higher electricity prices in the future.

The City is seeking an experienced firm to provide these services and products, and any other aspects it may inform the City are involved in establishing net-metered photovoltaic electricity generation for City consumption.

2. Information Requested

Site Analysis / Recommendation	Possible sites include, but are not limited to, the stump dump, the water treatment facility on Berlin Street, and City building rooftops. Provide any information or describe any services related to: 1. Performing a shading analysis report for each proposed location, to estimate potential generation at each proposed location. 2. Calculating minimum per-panel / per-array annual energy production 3. Assessing site preparation requirements 4. Ranking each site relative to all other candidate sites If examining parcels other than these, please also include information regarding ownership, location, willingness of owner to enter into public/private agreement.
Permitting	Provide any information or describe any services related to: 1. Obtaining permits from the appropriate government agencies (include Certificates of Public Good, meeting all local building codes, National Electrical Code®) 2. Information to the City regarding permit/review/regulation thresholds at different potential electricity production levels
Financing	Provide any information or describe any services related to: 1. 30 year present value analysis, broken down by year, with transparent assumptions about inflation rate, discount rate, cost of capital, capacity factors, degradation rate, depreciation, tax credits, RECs, etc. 2. Estimated construction, other up-front costs 3. Estimated maintenance, other ongoing costs 4. Assistance identifying of available 3rd/4th-party financial assistance for installation/maintenance of the arrays, via purchase through loan or bond, lease, power purchase agreement, or other arrangements. Be as specific as possible about terms of agreement
Economics	Provide any information or describe any services related to: 1. The cost of the generated electric power in relation to market prices. 2. Array ownership options: lease-to-own; lease-only; et al 3. Assigning Renewable Energy Credits (RECs) for any systems

	to the City of Montpelier (NOTE: The City is not interested in transferring said credits outside of Vermont) - Insurance plans - Multiplier effect benefit to City and State - Opportunities for community residents or private organizations to purchase panels at a discounted rate (optional).
Construction	Provide any information or describe any services related to: - Site preparation - Obtaining interconnection agreement with the utility, including all drawings, schematics, and other required technical documentation. - Installing all panels and other required equipment at selected site(s) - Coordinating with City Department of Public Works - Informing the City as to associated costs
Ongoing operation and maintenance	Provide any information or describe any services related to: - Contract terms, and a sample contract template - Repair and replacement costs to contractor, of ongoing maintenance, re: all panels and other required equipment at selected site(s) - Repair and replacement costs to the City of ongoing maintenance, re: all panels and other required equipment at selected site(s)
Risk Management	Provide insurance certificates demonstrating a minimum of \$2 million in liability insurance with the City as a named insured, as well as: - Warranty of products used, - Short- and long-term maintenance, and solar production guarantees.
Knowledge Transfer	Provide any information, or describe any services, related to transferring knowledge needed for the City with respect to ongoing operation and maintenance, in particular if array ownership transfers to the City.
Project Deliverables	Describe the typical deliverables you include in projects similar to this proposed project: - A schedule of project activities - Plans, schematics et al

3. Knowledge and Skills Requirements:

Technical Skills: Knowledge of solar installation, public good certification, net metering, experience in municipal renewable energy projects.

Development Expertise: A proven track record managing complex development projects.

4. Period of Service:

November, 2013 – December, 2014

5. Proposal format:

In order to be considered, an original and three (3) copies are required from the proposing entity. Proposals must be received at the above address no later than October 16, 2013, and should include the following:

Description of Services to be Rendered, including:

- 5.1 A description of the proposed approach** to be used to accomplish the design objectives and to produce the work product outlined in Section 2 of this RFP;
- 5.2 A timeline for the engagement**, including the appropriate starting and ending dates of specific activities.
- 5.3 A description of the experience and qualifications** of all personnel that will contribute to the project. (Please provide a work sample).
- 5.4 The names of three references** drawn from past clients or associates, including a description of relationship to reference, address, e-mail, and telephone number for each.

A separate cost proposal that includes the following information:

- 5.5 A per diem rate** for all personnel contributing to the project and a not to exceed total, all-inclusive maximum proposed price to perform all of the services described in this RFP, including all direct and indirect costs, as well as the proposed manner of payment and/or payment terms.

The City will not be responsible for expenses incurred in preparing this proposal (RFP) and such costs should not be included.

6. Evaluation of Proposals

The staff at the City of Montpelier will evaluate the proposals with regard to the proposed services, and the experience and qualifications of the proposer. Specifically, proposals will be evaluated based on the following criteria:

1. Proposer's understanding of the work to be performed, proposed approach to the project and timely and complete response to the RFP (30%);
2. Extent to which proposal personnel meet or exceed the "Knowledge and Skills Requirements (20%);"
3. Analysis of economic benefit to the City of Montpelier; (20%);
4. Analysis of the environmental impacts of the proposed project (20%);
5. Proposed timeline (10%);

7. Selection Process

City staff will independently evaluate each proposal. The highest evaluated proposer(s) may be invited to discuss their proposal(s) and qualifications with staff prior to awarding the contract. The City of Montpelier will make the final consultant selection and reserves the right to reject any and all proposals and to negotiate with more than one firm at the same time.

8. Supervision / Project team:

The project will be administered by the City of Montpelier, Montpelier, VT; supervision will be provided by the City.

9. Interview:

The City of Montpelier may require a personal interview in Montpelier or by telephone as part of the proposal review process.

10. Schedule

<u>Event</u>	<u>Estimated Timeline</u>
RFP issued	September 12th
RFP responses due	October 16th
City evaluates submissions	October 21st
Bidder interviews	TBD
Final selection	TBD

Respondents should reply with information to:

Gwendolyn Hallsmith
Director of Planning and Community Development
City of Montpelier
39 Main Street
Montpelier, VT 05602-2950
802-223-9506 phone
802-262-6080 fax



**CITY OF MONTPELIER
REQUEST FOR ~~PRO~~POSALS**

FOR

**GROUP-NET-METERED PHOTOVOLTAIC ELECTRICITY GENERATION ON CITY
PROPERTIES**

Appendix A

Solar PV RFI - Montpelier Vermont

Possible Sites

Please note that placement of photovoltaic arrays at the below locations are subject to a conditions review of the properties and architectural assessment of the roofs and structures.

City Hall:

Perimeter: 464 ft

Area: 10,956 ft²



Fire Station:

Perimeter: 294 ft

Area: 4,133 ft²



Police Department:

Perimeter: 223 ft

Area: 3,090 ft²



Water Treatment Plant:

Perimeter: 670 ft

Area: 19,568 ft²



Department of Public Works:

1. Storage Building:

Perimeter: 495 ft

Area: 14,792 ft²

2. Office/ Garage:

Perimeter: 428 ft

Area: 11,340 ft²

3. Salt Shed:

Perimeter: 333 ft

Area: 5,520 ft²



Stump Dump:

Perimeter: 844 ft

Area: 50,700 ft²



Berlin Pond Location:

Perimeter: 4,969 ft

Area: 946,840 ft²



Rec. Center:

Perimeter: 388 ft

Area: 7,039 ft²



Senior Center:

Perimeter: 422 ft

Area: 8,157 ft²



Union Elem. School:

Perimeter: 1,162 ft

Area: 32,108 ft²



Main St. Middle School:

Perimeter: 963 ft

Area: 25,715 ft²



Montpelier High School:

Perimeter: 1,750 ft

Area: 62,160 ft²



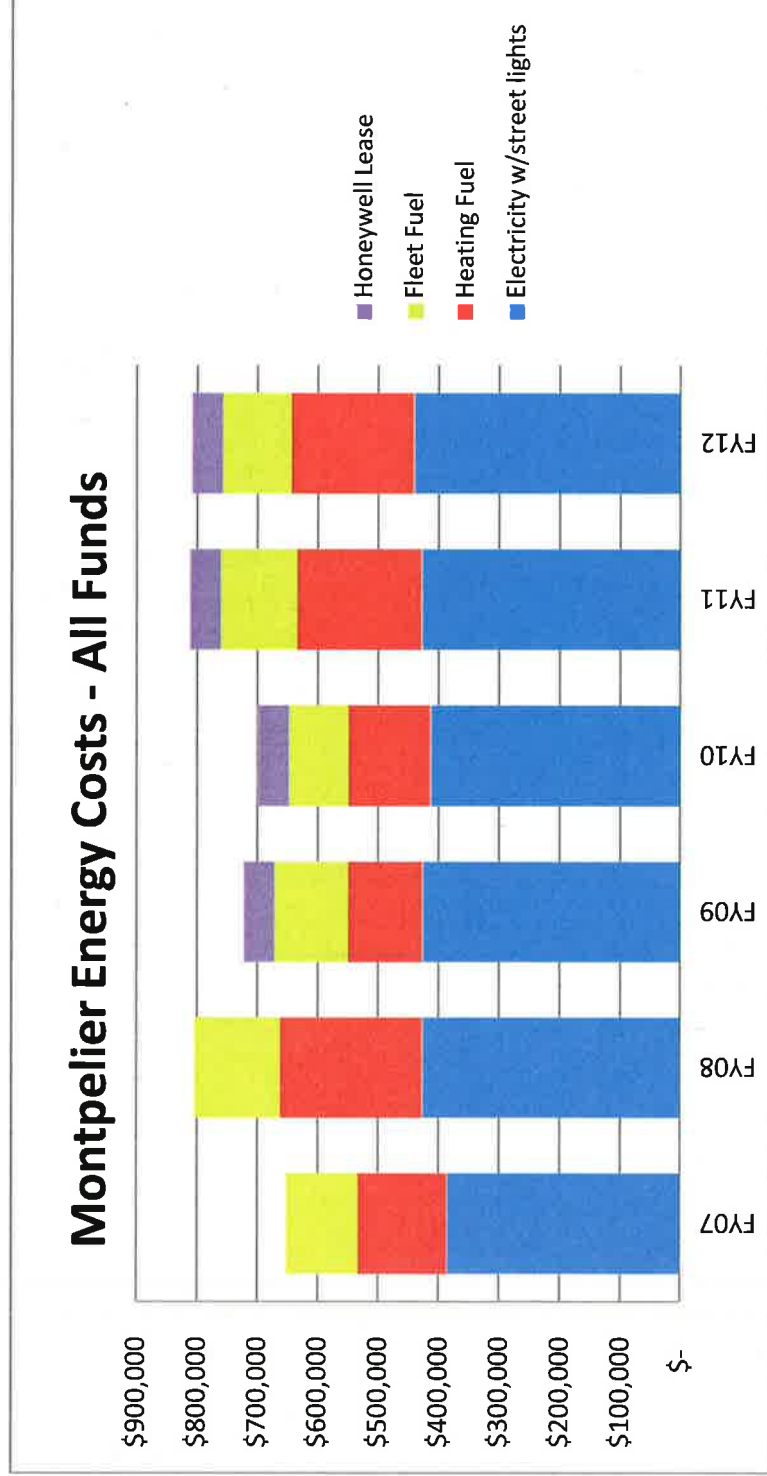
Notes:

Drawings are not shown to the same scale.

Red outline is a rough estimation

CITY OF MONTPELIER **All Funds Energy Cost**

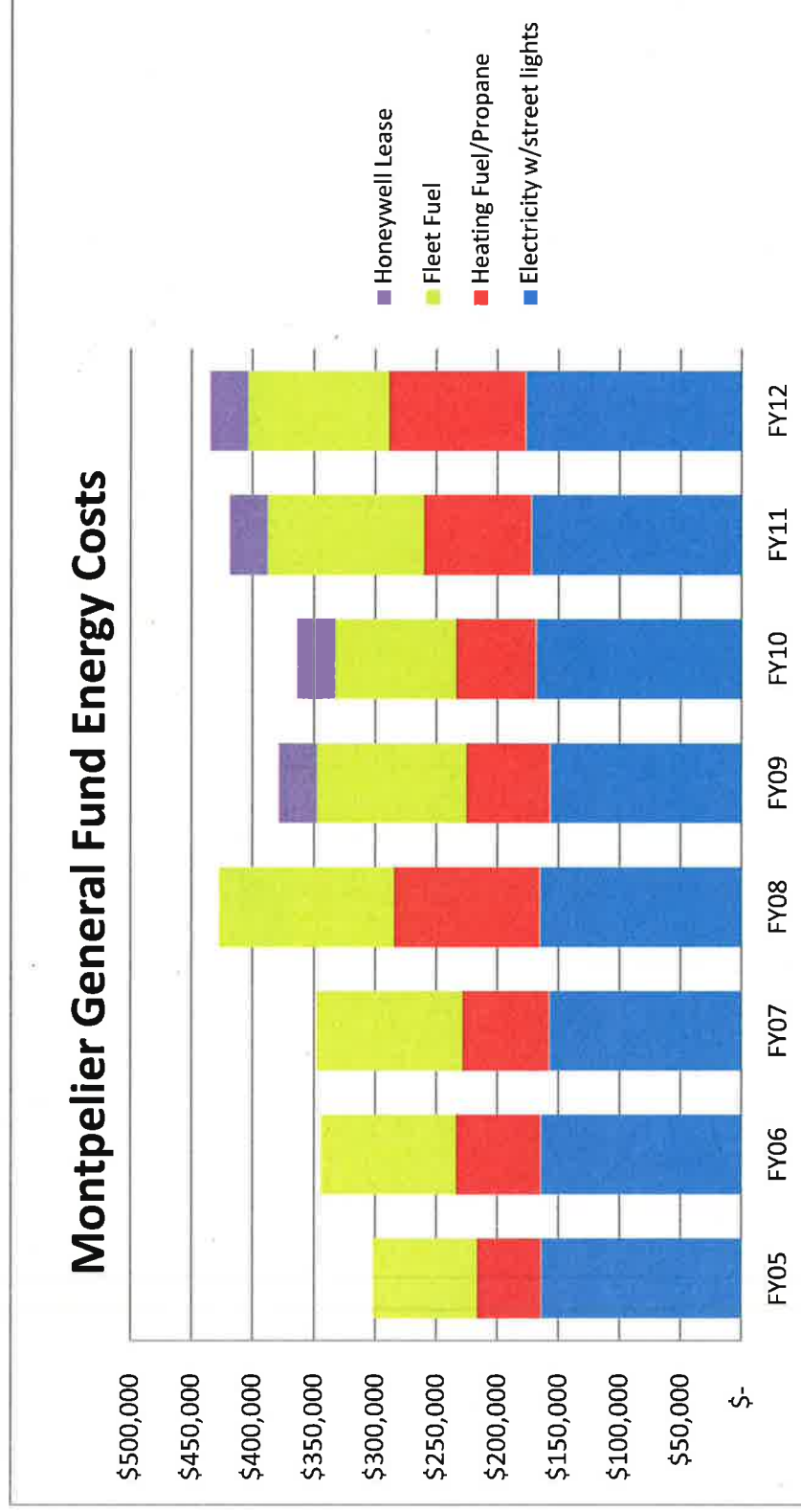
	FY07	FY08	FY09	FY10	FY11	FY12
Electricity w/street lights	\$ 386,545	\$ 427,819	\$ 426,917	\$ 413,877	\$ 428,676	\$ 441,442
Heating Fuel	\$ 145,887	\$ 234,027	\$ 121,956	\$ 134,379	\$ 204,624	\$ 201,229
Fleet Fuel	\$ 120,235	\$ 143,557	\$ 122,587	\$ 99,430	\$ 127,806	\$ 115,417
Honeywell Lease	\$ -	\$ -	\$ 51,200	\$ 51,200	\$ 51,200	\$ 51,201
Total Energy Costs	\$ 652,667	\$ 805,403	\$ 722,660	\$ 698,886	\$ 812,306	\$ 809,289



Energy-savings improvements have reduced heating cost during the last four years.

General Fund Energy Costs

	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
Electricity w/street lights	\$ 164,322	\$ 165,000	\$ 157,943	\$ 165,716	\$ 157,464	\$ 168,997	\$ 172,688	\$ 177,457
Heating Fuel/Propane	\$ 51,946	\$ 68,569	\$ 70,305	\$ 118,792	\$ 67,694	\$ 64,536	\$ 87,388	\$ 111,111
Fleet Fuel	\$ 86,082	\$ 111,155	\$ 120,235	\$ 143,557	\$ 122,587	\$ 99,430	\$ 127,806	\$ 115,417
Honeywell Lease	\$ -	\$ -	\$ -	\$ -	\$ 31,092	\$ 31,092	\$ 31,092	\$ 31,093
Total Energy Costs	\$ 302,350	\$ 344,724	\$ 348,483	\$ 428,065	\$ 378,837	\$ 364,055	\$ 418,974	\$ 435,078



Energy-savings improvements have reduced heating cost during the last four years.

CITY OF MONTPELIER - ELECTRIC COST BY LOCATION/PROGRAM

	Actual 07	Actual 08	Actual 09	Actual 10	Actual 11	Actual 12	Budget 13	Budget 14
ELECTRIC CITY HALL	\$ 25,532	\$ 24,321	\$ 24,124	\$ 22,755	\$ 28,793	\$ 24,949	\$ 29,000	\$ 29,000
ELECTRIC POLICE STATION	\$ 15,189	\$ 18,146	\$ 14,851	\$ 15,887	\$ 18,996	\$ 18,877	\$ 20,843	\$ 22,232
ELECTRIC FIRE STATION	\$ 8,094	\$ 8,203	\$ 7,114	\$ 7,480	\$ 9,188	\$ 8,240	\$ 8,000	\$ 8,000
ELECTRIC DPW STREETS	\$ 18,677	\$ 19,831	\$ 18,497	\$ 19,854	\$ 19,663	\$ 22,478	\$ 22,500	\$ 23,000
ELECTRIC DPW GARAGE BLDGS	\$ 12,124	\$ 11,082	\$ 9,321	\$ 8,540	\$ 11,261	\$ 10,608	\$ 10,800	\$ 11,200
ELECTRIC 58 BARRE ST/SENIOR CTR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400
ELECTRIC STREET LIGHT W/LEASE	\$ 81,457	\$ 88,444	\$ 87,071	\$ 98,209	\$ 86,887	\$ 96,639	\$ 84,600	\$ 84,600
ELECTRIC SUBTOTAL GENERAL FUND	\$ 157,943	\$ 165,716	\$ 157,464	\$ 168,997	\$ 170,399	\$ 177,457	\$ 175,743	\$ 186,432
ELECTRIC WATER TREATMENT PLANT	\$ 56,752	\$ 57,027	\$ 61,510	\$ 67,693	\$ 59,515	\$ 62,576	\$ 67,000	\$ 68,000
ELECTRIC WATER DISTRIBUTION	\$ 9,739	\$ 10,457	\$ 8,011	\$ 7,969	\$ 8,053	\$ 6,376	\$ 9,250	\$ 7,000
ELECTRIC WASTEWATER TREATMENT PLANT	\$ 148,805	\$ 178,601	\$ 185,585	\$ 155,504	\$ 175,400	\$ 180,215	\$ 180,000	\$ 190,000
ELECTRIC SEWER COLLECTION	\$ 8,432	\$ 8,692	\$ 8,204	\$ 7,697	\$ 9,147	\$ 8,651	\$ 9,600	\$ 9,600
ELECTRIC CEMETERY	\$ 1,293	\$ 1,277	\$ 873	\$ 1,221	\$ 1,483	\$ 1,091	\$ 1,000	\$ 1,000
ELECTRIC PARKS	\$ 451	\$ 1,738	\$ 1,756	\$ 1,068	\$ 290	\$ 742	\$ 882	\$ 882
TOTAL ELECTRIC	\$ 386,545	\$ 427,819	\$ 426,917	\$ 413,877	\$ 428,676	\$ 441,442	\$ 443,475	\$ 462,914

DRAFT REVISED SCOPE
Transportation Alternatives Grant
City of Montpelier

1. Recommend improvements, prioritizing areas that are heavily traveled and/or pose safety hazards, downtown area, routes with greatest benefit for bicycle commuters, and routes suitable for families and recreational cyclists;
2. Establish an inventory of bike and pedestrian facilities and document their existing conditions;
3. Map routes through town that can be enhanced with minimum improvement cost such as those that can be improved with signage, paint & enforcement;
4. Prioritize connectivity to schools, parks, and the downtown corridor, the planned multimodal transit center, park & rides and the bus stops;
5. Prioritize regional connectivity with other bike and pedestrian networks such as the Cross Vermont Trail, the Central Vermont Regional Path, and the bike trails in city parks;
6. Identify destinations not served well by existing facilities;
7. Identify accommodations needed for novice cyclists;
8. Identify locations for increased bike parking and secure overnight bike storage;
9. Provide cost estimates for recommended improvements and split into a multi-step implementation plan so that work can be integrated into repave jobs and pieces can be implemented according to available funds in future budgets, “bite-sized” chunks;
10. Identify potential permits associated with the improvements;
11. Identify areas where R.O.W. acquisition would be recommended as part of the Bike and Pedestrian Master Plan.

\$12,000 Match

\$12,000 Grant



State of Vermont
Finance & Administration
Contract Administration
One National Life Drive
Drawer 33
Montpelier, VT 05633-5001
www.aot.state.vt.us

Agency of Transportation

[phone] 802-828-2641
[fax] 802-828-5545

August 28, 2013

John Odum, Clerk
City of Montpelier
39 Main Street
Montpelier, Vermont 05602

RE: MONTPELIER TAP TA13(8) - Contract No. CA0356

Dear Mr. Odum:

Enclosed, please find the Cooperative Agreement for the above referenced project.

We respectfully request that you have the Agreement signed by the proper authorities and witnessed where required.

Please do not date page one of the Agreement. This will be accomplished by our office after the Agreement has been signed by the Secretary of Transportation.

Your cooperation in expediting the signing and return of the original will be greatly appreciated. We appreciate very much your cooperation in this matter.

Once the Agreement is fully executed a copy will be returned to you for your project file.

Should you have any questions or concerns, please contact me at 802-828-2643.

Sincerely,


Jon Winter
Special Agreements Administrator

Enclosure



STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT

Agreement # CA0356

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and The City of Montpelier X local government, non-profit, institution of higher learning, other, with principal place of business at 39 Main Street, Montpelier, VT 05602, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Montpelier TAP TA13(8)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$12,000**.
4. Grant Term: The period of Subrecipient's performance shall begin upon full execution of this agreement and authorization to proceed from the State and shall end on **September 1, 2015**, or upon completion and acceptance of all work performed under the agreement, which ever occurs first.
5. Source of Funds: Federal Highway Administration (FHWA), EA #**TA13008**.
ARRA funded Yes X No
6. CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION; CFDA Number: **20.205**;
Federal Granting Agency: Federal Highway Administration; Research and Development Grant:
Yes No X.
7. Prior Approvals: If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
9. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

10. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

Attachment A –	Description of Project and Scope of Work to be Performed by Subrecipient
Attachment B –	Payment Provisions
Attachment C –	Standard State Provisions for Contracts and Grants (11/07/2012)
Attachment D –	Other Grant Agreement Provisions
Attachment E –	Special Conditions
Attachment F –	Applicable Standards and Design Criteria
Attachment G –	Personnel Requirements and Conditions
Attachment H –	Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates
Attachment I –	Insurance Certificate
Attachment J –	Federal Funding Accountability and Transparency Act (FFATA) Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

Signature: _____

Name: _____

Title: Secretary of Transportation

Date: _____, 20__

SUBRECIPIENT:

Signature: _____

Name: _____

Title: _____

Date: _____, 20__

APPROVED AS TO FORM:

DATE: 8/23/2013



ASSISTANT ATTORNEY GENERAL

ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

1. Project Location and Description. The Project is described as follows:

Town	City of Montpelier
Location	Various
Description	Bicycle & Pedestrian Scoping Activities.

2. Subrecipient Assumption of Full Responsibility for the Project. The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Local Project Manager (LPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Local Transportation Facilities Guide document. The Subrecipient will designate a full time employee, member of its legislative body, or other representative, as approved by the State to be the Local Project Manager (LPM) for the Project. The LPM will act on the authority granted by the Subrecipient.

5. Federal Environmental Documentation: Duties of LPM. As appropriate, the LPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).

6. Pre-Construction: Duties of LPM. Prior to advertising the Project for construction, the LPM will:

(a) The LPM will notify the State in writing 30 days prior to beginning the Right-of-Way phase in order to allow for the funding to be programmed. Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way documents to the State. The State will issue the Right-of-Way Clearance Certificate.

(b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.

(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.

(d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.

(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.

(f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

(h) The LPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.

7. Public Meeting. The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

8. Project Design. Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right-of-way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*

Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.

9. Project Construction. Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.

10. Construction Engineering. Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.

11. Project Accounting. Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

12. Compliance with FHWA/USDOT Regulations. Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

13. Compliance with Federal, State and Local Requirements. Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

14. Compliance with Permits, Agreements and Clearances. Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.

15. Utility and Railroad Relocation and Adjustments. Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

16. Acquisition of Lands or Rights for Construction. Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

17. Expeditious Pursuit of Project. Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

18. Submission of "As-Built" Plans to the STATE. For any Project affecting State highway rights-of-way, and for all structure-related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as-built" plans and one copy of any electronically developed plan files.

19. Hazardous Material Contamination. Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

20. Maintenance of the Completed Project. If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

21. Personnel Requirements. The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

22. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Subrecipient.

23. Conformance with Standards. The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

24. Reviews by the State. The parties agree that, at the discretion of the State's Program Manager, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 50% of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

4. Reimbursement if Project Not Constructed due to Subrecipient. If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the maximum limiting amount (MLA) State/federal amount indicated in total:

Phase	MLA			
	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$12,000	\$0	\$12,000	\$24,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0** in State funds and **\$12,000** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 3 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: Patti Coburn, Project Manager
Division: Local Transportation Facilities
Address: Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633-5001

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED 11-07-12**

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS
(Add or strike-out provisions as appropriate; show strike-outs)

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. ~~**Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~
4. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~
5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
6. ~~**Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~
7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. ~~**Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~
9. ~~**Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of \$100,000.00 per occurrence.~~
10. **Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements

11. ~~Health Insurance Privacy & Portability Act:~~ ~~The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~

12. Audit of Federal Subrecipient: Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~

13. Requirement to Have a Single Audit: If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

If the subrecipient should spend less than \$500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Manager's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

14. Equal Opportunity Plan: If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.

15. Supplanting: If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.

16. Grant Term: The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.

17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA: In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

- 18. Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.
- 19. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.
- 20. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.
- 21. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).
- 22. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.

ATTACHMENT E
SPECIAL CONDITIONS

This project is for scoping only and the scope of the allowable work is limited to the following:

Development of Purpose & Need Statement
Collection of existing data which may include survey
Local Concerns Meeting
Resource Identification
Preparation of Alternatives with Footprint
Preliminary Cost Estimate, to include PE, ROW and Construction costs
Development of an Evaluation Matrix
Alternatives Presentation Meeting
Alternative Selection

Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA

- A. Vermont State Standards for Design
- B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)
- C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- D. VTrans Utilities Manual
- E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual
- F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- G. AASHTO Guide for Design of Pavement Structures
- H. The most recent version of the Highway Capacity Manual
- I. VTrans Hydraulics Manual
- J. The Approved Project Environmental Document
- K. VTrans Structures Manual
- L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)
- M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- N. AASHTO Specifications for Highway Bridges
- O. VTrans Design Exception Procedure
- P. VTrans Right-of-Way Manual
- Q. VTrans Policy for CADD standards
- R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
- S. Local Transportation Facilities (LTF) Guidebook
- T. Transportation Enhancement Operations Program Manual

If the Grantee believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in its sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT H
REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND
MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES

Required Submittals: **Scoping Study**

State Liaison: **Dan Peterson**

Waivers of Standards: **None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **None**

ATTACHMENT I
INSURANCE CERTIFICATE



Issue Date: 01/01/2013

Policy Number: P4152013

CERTIFICATE OF COVERAGE

Named Member
City of Montpelier
Attn: Sandra J. Gallup
39 Main Street
Montpelier, VT 05602

Company Affording Coverage

VLCT Property & Casualty Intermunicipal Fund, Inc.
89 Main Street Suite 4
Montpelier, VT 05602

Type of Coverage	Term	Limits of Liability
Commercial General Liability Coverage Includes: Premises/Operations Products/Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	01/01/2013 - 01/01/2014	\$10,000,000 Per Occurrence
Automobile Liability Any Auto Hired Autos Non-Owned Autos Comprehensive/Collision	01/01/2013 - 01/01/2014	\$10,000,000 Per Occurrence ACV
Workers Compensation And Employers Liability	01/01/2013 - 01/01/2014	Statutory \$5,000,000 Per Occurrence and in the Aggregate
Property	01/01/2013 - 01/01/2014	\$50,000,000 Per Occurrence
Other: The State of Vermont and its officers and employees are included as an additional covered party (additional insured), but only in respect to operations by or on behalf of the Named Member, as respects the grant.		
Certificate Holder: State of Vermont	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies above. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.	

Authorized Representative: _____

ATTACHMENT J
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA)
PROVISIONS

This grant is funded in whole or in part with Federal funds. Under the provisions of the Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") of 2006 and subsequent 2008 amendments, in those cases where the federal portion of the grant is greater than \$25,000, the grantee shall provide:

A) The Total Compensation and Names of the top five executives if:

- o More than 80% of annual gross revenues are from the Federal government and
- o Those revenues are greater than \$25 million annually and
- o Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) The Legal Name and D-U-N-S® Number on File with the federal Central Contractor Registration ⁽¹⁾:

Print Legal CCR Name

D-U-N-S® Number ⁽²⁾

(1) The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. FREE registration is available at: <http://www.ccr.gov/Default.aspx>.

(2) The D-U-N-S Number is a unique nine-digit identification number assigned and maintained solely by Dun & Bradstreet (D&B). D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government (see # 1 above) for contracts or grants. Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities. Register at: https://eupdate.dnb.com/requestoptions.asp?cm_re=HomepageB*TopNav*DUNSNumberTab