



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

Agenda for City Council Meeting

**City Council Chambers, City Hall
Wednesday, June 12, 2013
6:30 P.M.**

- 1) Call to Order by the Mayor
- 2) 13-148. General Business and Appearances
- 3) 13-149. Consent Agenda:
 - a) Consideration of the Minutes from the May 22, 2013 City Council Meeting. 
 - b) Consideration of an “Application for Permit for Conduit Locations” submitted by NorthLand Right-of-Way Services on behalf of Sovernet Fiber Corp. to obtain a license to construct a buried conduit within a municipal highway right-of-way (Green Mountain Drive). Sovernet has requested permission from the municipal authority to occupy the public highway right-of-way to install an underground service connection in response to a request for communication services from the owner of 5 Green Mountain Drive (Vermont Department of Labor). The subject conduit will be a buried lateral crossing of the street which is to be directionally bored (trenchless) from the aerial lines located on the east side of the street to the building. The Public Works Department has reviewed the petition and will prepare and issue a “Construction & Access” Permit for the project. DPW staff will enforce the applicable conditions for road and utility construction activities, and require payment of the permit fee. Recommendation: Approval of the petition. A majority of the City Council will need to sign the petition in the space provided and the City Clerk will record the document in the land records. 
 - c) Approve, and authorize the City Manager to sign, the proposed Lease Agreement for 60 State Street. 

- d) Accept the bid submitted by Lloyd Franks of Plainfield, Vermont, for Maintenance of Trash & Recycling Barrels for the Public Works Department, in the estimated annual amount of \$13,355.00, with the condition that all material collected be disposed of at the Public Works Garage, and to authorize the City Manager to execute the contract documents. 
- e) Accept the bid submitted by L&D Safety Markings, Inc., of Barre, Vermont, for Highway Pavement Markings on city streets, in the amount of \$9,636.00, based on estimated quantities, and authorize the City Manager to sign all contracts and other documents. 
- f) Adoption and execution of the documents for a \$3,680,000 - 2013 Series 1 Vermont Municipal Bond Bank Sale (to allow these bonds to be sold). 
- g) Accept the Merchants Bank's bid for a Tax Anticipation Note for \$2,500,000 for FY14 (July 1, 2013 to June 30, 2014) to cover the expenses for the General Fund, School Department and Recreation Department, approve the Tax Anticipation Note Resolution and execute the loan documents. Bids on loan and investment interest rates were received on Wednesday, June 5, 2013. A tabulation sheet listing the results is attached. After considering the City's cash flow needs throughout the fiscal year, the Finance Director and the City Treasurer recommend the acceptance of the Merchants Bank's bid for tax anticipation borrowing at the rate of 2.8%. This bid combines a loan/deposit borrowing and includes an investment account with a 3.46% interest rate. 
- h) Accept the Community National Bank's bid for a Bond Anticipation Note for \$2,000,000 to cover the expenses for the District Heat Project, approve the Bond Anticipation Note Resolution and execute the loan documents. Voters approved the \$2,000,000 borrowing at a special city meeting on June 14, 2011. Bids on loan and investment interest rates were received on Wednesday, June 5, 2013. A tabulation sheet listing the results is attached. After considering the District Heat Project's cash flow needs until the permanent financing is in place (July 1014), the Finance Director and the City Treasurer recommend the acceptance of Community National Bank's bid for a bond anticipation Line of Credit at the rate of 1.15% for the period June 26, 2013 – June 25, 2014. 

- i) Award the FY13 – FY15 Audit Services Contract to Fothergill Segale & Valley, CPA's, and authorize the City Manager to sign a contract for these services. 
 - j) Approve a Resolution to Commit Funds as of June 30, 2013. This resolution is a fiscal control procedure that is required by the Governmental Accounting Standards Board. This new fund balance policy requires the passage of a resolution prior to June 30th each fiscal year that states the amount and the purpose of committed fund balances. 
 - k) Dissolving of the Montpelier/Regional Bike Path Committee and appointment of Anthony Mennona to the newly-formed Bicycle Advisory Committee.
 - l) Approve request from Dave Nelson and McGillicuddy's Staff for the closure of Langdon Street on July 3rd, from 3:00 P.M. until 1:00 A.M. as part of Montpelier's Independence Day Celebration; they are also requesting a waiver of the City's Noise Ordinance for music until 12:30 A.M. and outside service until 1:00 A.M. 
 - m) Payroll and Bills
- 4) 13-150. Consideration of a request from Fred Barnett, Director of Facility Operations at the National Life Group, for a waiver of the City's Noise Ordinance for a week of paving projects they are hoping to schedule. 
- a) When contacted by Mr. Barnett, staff explained the procedure of notifying "property owners within two hundred fifty (250) feet of the site(s) where the activity is to occur", especially since part of the paving project includes the driveways at the Hopkins House, and 22, 24 and 27 Mountainview Street and "all work will be performed at night, Sunday through Thursday from 6:00 P.M. to 6:00 A.M."
 - b) Only one letter of concern has been received from Steven Cook, owner of 34 Mountainview; Mr. Barnett said that he and Tim Shea plan to meet with Mr. Cook prior to this Council Meeting.
 - c) Recommendation: Opportunity for discussion with Mr. Barnett and any residents who are in attendance; direction to Mr. Barnett.

5) 13-151. Appointments to a newly-formed “Montpelier Downtown Improvement District” Committee.

- a) An excerpt of the ad that was posted reads: “The Montpelier City Council will establish a standing Downtown Improvement District Committee consisting of five (5) to ten (10) members who shall represent a cross-section of interests within the downtown area. Examples of those interests include, but are not limited to: persons owning or representing owners of real estate within the District; persons owning or representing co-owners of retail businesses within the District; persons owning or representing owners of hospitality businesses within the District; persons owning or representing the owner of a service business within the District; persons owning or representing an arts community enterprise within the District; persons representing or employed by the State of Vermont; and persons representing the City Council. Other city officials will participate as needed. Terms of appointment shall be for two years except during the initial appointment when the Council will evenly divide terms for one and two years. The Committee shall prepare an annual work plan and budget, and shall present the same to the City Council on or about July 1st of each year, for the Council’s consideration and approval ... ”
- b) As of the deadline, June 6th, staff had received e-mails from: Phil Zalinger, Zalinger, Cameron & Lambek; Jesse Jacobs, owner of several downtown properties; Karen Williams-Fox, Woodbury Mountain Toys; Kevin Ellis, Partner at the communications firm of KSE Partners, LLP; Steven Cook, Deputy Commissioner of the Vermont Department of Tourism & Marketing; Mary L. Collins, Summit School of Traditional Music and Culture; Claire Benedict, Bear Pond Books; Bob Watson, Capitol Grounds; and Jason Cheney, Trumbull – Nelson Construction Company, Inc.
- c) Recommendation: Opportunity to meet the applicants; Council may choose to 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 ...*” to discuss; announce appointments and select which terms will be one year and which will be two; and advise staff how Council would like to handle any further applications that are received following this meeting.

- 6) 13-152. Discussion and possible adoption of a pilot project for “parklets”; this would include Council approval to set aside four parking spaces this summer and next for this pilot project. 
- a) As noted in the attached letter from the Montpelier Alive Design Committee, “parklets typically consist of a platform built on the pavement to extend the sidewalk space and feature tables, chairs, planters, and other amenities.”
 - b) The Committee feels that “parklets in Montpelier could enhance the pedestrian experience and underscore the city’s commitment to creating a walkable city.”
 - c) Attached are documents with more detailed information; the Committee is hoping that the discussion, of course, leads to adoption of the pilot project which will help to facilitate the creation and installation of a parklet this season.
 - d) Recommendation: Presentation by Montpelier Alive Design Committee; discussion; direction to the Committee and staff.
- 7) 13-153. Introduction to the concept of “Bike Town” and consideration of helping to financially support this event. 
- a) This concept grew out of the City’s Bike Summit last fall; it’s a new festival that Montpelier Alive is creating in partnership with Onion River Sports and is scheduled to take place September 13th – 15th, 2013.
 - b) Bike Town is a weekend full of bike-related events with “a robust menu of offerings for everyone from racer to antique bike collector, all while showcasing our vibrant downtown!”
 - c) While the organizers have already received support from potential sponsors and partners for this event, they are seeking City support since this directly addresses the Council goal of a bike-friendly place.
 - d) Montpelier Alive Executive Director Phayvanh Luekhamhan; Event Director Matt Williams (also works at Onion River Sports); and Carrie Baker Stahler of Siren Marketing Design will be in attendance to present their proposal and answer any questions Council, or members of the audience may have.

- e) Recommendation: Receive presentation; opportunity for discussion; address the request for financial support from the City.
- 8) 13-154. Consideration of adopting the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee. 
- a) At the May meeting, the Committee agreed to recommend increasing the annual Fixed Cost Charges for the Water users from \$144 to \$150 and increasing the annual fixed Cost Charges for Sewer users from \$124 to \$125. They recommend that the metered use charges remain the same as FY13.
 - b) These rates will be effective July 1, 2013 and will be used in calculating the water and sewer bills due December 15, 2013. Users will receive notice of these small increases in the water and sewer bills that will be going out in July.
 - c) The Committee Members agreed to set a goal of establishing a new rate structure with higher fixed rates based on “equivalent average user” calculations in the FY15 budget process.
 - d) Recommendation: Adopt the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee.
- 9) 13-155. First public hearing to consider amendments to the City’s Code of Ordinances, Chapter 3. Public Works, Article 3-IV, Sewer Department.
- A) As the Water and Sewer Rate Study Committee reviewed and discussed proposed rates, they also came up with the following proposed revision:
- 1) Sec. 3-411. **WATER &** SEWER BENEFIT CHARGE.
 - (a) The City Council determines that the **water treatment and** sewage disposal systems [is] **are** of general benefit to the municipality and will utilize the assessed value of property, as determined by the City Assessor on April 1 of the billing year, to pay for capital improvements and/or expansion of the systems.
 - (b) No changes ...

(c) The Treasurer of the City of Montpelier shall bill each property owner on or before July 15 of each year for the **Water and** Sewer Benefit charge. This charge shall be due and payable by August 15, and if not paid by August 15, the charge shall be forwarded to the Tax Collector for collection with a penalty and interest included, as specified in Section 3-409.

B) Recommendation: Conduct the first public hearing, with or without further revisions.

10) 13-156. Discussion with representatives of the Hubbard Park Dog Waste Committee. 

- a) Park Commissioner Lyn Munno has been working with six other members “to come up with a proposal for managing dog waste in the park.”
- b) A copy of an e-mail from Ms. Munno to the Mayor is attached which outlines some of the ideas/proposals they have come up with to date.
- c) At their last meeting, folks were mentioning that they have noticed an increasing issue with dog waste around the city, not just the park.
- d) The Committee is wondering if someone else from the city (Council Member?) would be interested in getting involved in their discussions to come up with suggestions on how to improve the dog waste issue throughout Montpelier.
- e) Recommendation: Opening comments from Committee members; determine whether or not further discussions should be contained to the park or extended citywide.

11) 13-157. Council Reports

12) 13-158. Mayors Report

13) 13-159. Report by the City Clerk

14) 13-160. Status Reports by the City Manager

15) 13-161. Agenda Reports by the City Manager

Adjournment



**CITY OF MONTPELIER
MONTPELIER, VERMONT**

Addendum to Agenda for Regular City Council Meeting

June 12, 2013

Additional Item ...

- 16) 13-162. Discussion regarding negotiations concerning possible purchase of Carr Lot.
 - a) It is anticipated that the entire substance of this update will be conducted in Executive Session under Title 1, V.S.A., §313, (a) (2) "The negotiating or securing of real estate purchase options."



City of Montpelier, Vermont
"The Smallest Capital City in the United States"

DATE: May 31, 2013

TO: Mayor and City Council

FROM: William J. Fraser, City Manager
Sandra J. Gallup, Finance Director

SUBJECT: Recommendation for Audit Services Contract FY13-FY15

The City advertised and sent out 8 requests for proposals for audit services for the fiscal years 2013-2015. Five accounting firms submitted proposals, including two from Montpelier. The bid results are attached. In determining the low bid we used the not-to-exceed prices for the Financial Audit plus the Single Audit with one Major Program.

Fothergill Segale & Valley's bid was the lowest with a \$28,000 not-to-exceed price. Our current auditors, Love Cody & Co.'s bid was very close at \$28,500. Both firms have substantial knowledge of the city's financial structure and control procedures. Both have provided auditing and/or accounting services to the city in recent years. These audit bids are within our FY14 budget amount for CPA services.

We recommend accepting Fothergill Segale & Valley CPAs' proposal for the fiscal years 2013-2015. Our recommendation is based on their lowest price, the opportunity to work with a local firm, and our confidence in their ability to provide excellent services.

For Consideration of the June 12, 2013 Consent Agenda: Consideration of awarding the FY13-FY15 Audit Services Contract to Fothergill Segale & Valley CPAs, proposal and authorizing the City Manager to sign a contract for these services

Request for Proposal - Auditing Services
BID RESULTS

5/23/2013 3:00 PM

Single Audit

		Total (Assume one Major Program/Single Audit)			Financial Statement Preparation
	Financial Audit	One Major Program	Ea. Add'l Major Program	Other	
Love, Cody & Co, CPA Bennington Vermont					
Fee Proposal					
Fiscal Year ended June 30, 2013	\$25,500	\$3,000	\$1,500	\$28,500	\$2,000
Fiscal Year ended June 30, 2014	\$26,300	\$3,100	\$1,550	\$29,400	\$2,000
Fiscal Year ended June 30, 2015	\$27,000	\$3,200	\$1,600	\$30,200	\$2,000
					Note: rec'd 5/24

RHR Smith & Company Buxton Maine								
Fee Proposal								
Fiscal Year ended June 30, 2013		\$30,500	\$4,000 included in \$4000				\$34,500	
Fiscal Year ended June 30, 2014		\$30,500	\$4,000 included in \$4000				\$34,500	
Fiscal Year ended June 30, 2015		\$30,500	\$4,000 included in \$4000				\$34,500	

Graham & Graham, PC Springfield Vermont								
Fee Proposal								
Fiscal Year ended June 30, 2013		\$21,000	\$7,000 included in \$7000			\$500	\$28,500	\$3,500
Fiscal Year ended June 30, 2014		\$22,000	\$7,000 included in \$7000			\$500	\$29,500	\$3,500
Fiscal Year ended June 30, 2015		\$23,000	\$7,500 included in \$7500			\$500	\$31,000	\$3,500

Fothergill Segale & Valley Montpelier Vermont								
Fee Proposal								
Fiscal Year ended June 30, 2013		\$25,000	\$3,000			\$1,500	\$28,000	\$5,000
Fiscal Year ended June 30, 2014		\$25,750	\$3,000			\$1,500	\$28,750	\$5,000
Fiscal Year ended June 30, 2015		\$26,500	\$3,000			\$1,500	\$29,500	\$5,000

Mudgett, Jennett & Krogh-Wisner PC Montpelier Vermont								
Fee Proposal								
Fiscal Year ended June 30, 2013		\$27,000	\$3,200			\$1,600	\$30,200	\$6,500
Fiscal Year ended June 30, 2014		\$27,900	\$3,300			\$1,700	\$31,200	\$6,500
Fiscal Year ended June 30, 2015		\$28,800	\$3,400			\$1,800	\$32,200	\$6,500

Montpelier Bike Town

A weekend celebrating cycling in the capital city

Montpelier Loves Bicycles.

We heard that message loud and clear at the Bike Forum last fall, and while we're lacking bike infrastructure, we have tons of bike enthusiasm. Bike Town is a celebration of that enthusiasm with weekend full of bike-related events. It is Montpelier's opportunity to share our enthusiasm for cycling with a broader audience from around Vermont and the region.

To accomplish this, we'll be partnering with local organizations to create a robust menu of offerings for everyone from racer to antique bike collector, all while showcasing our vibrant downtown!

Some examples of the exciting events we'll be offering:

Grand Fondo Dirt Road Bike Ride *with rest stops catered by local restaurants*

Kid's Bike Rodeo

Mountain Bike Rides

A "Tour Nuit" style night bike parade

Bike Films *downtown and on the Green at VCFA*

A Bicycle Expo *featuring Unique, Hand-built and Antique Bicycles*

A "Taste of Montpelier" style culminating luncheon

Bicycle Themed art exhibit



Some events will be free. Passes will be sold for certain individual events or participants can buy a weekend pass. Income and attendance will be tracked to help us determine the economic impact of this event. We plan to partner with the state of Vermont tourism and marketing department and Seven Days newspaper to spread the word about this weekend of cycling fun and excitement.

***Presented by Montpelier Alive and Onion River Sports
in partnership with the City of Montpelier***

***Event Director: Matt Williams, events@onionriver.com or 793-6152
Event Promotion: Carrie Baker Stahler, carrie@sirenmarketingvt.com or 793-7920***

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OFFICES AT:

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94 MAIN STREET, 2ND FLOOR
MONTPELIER, VT 05602

June 25, 2013

Bonnie B. Boucher
Community National Bank
P.O. Box 259
Derby, VT 05829-0259

Re: \$2,000,000 City of Montpelier
Bond Anticipation Note No. 1, Dated June 26, 2013
Due \$2,000,000 June 25, 2014

We have examined the law and the action taken at the meeting of the City Council of the City of Montpelier (the "City"), June 12, 2013 resolutions of the City Council adopted thereat, the Note described above and issued in pursuance of the foregoing actions and proceedings, together with other records, proofs and certificates deemed necessary and sufficient for the purposes hereof, from all of which we are of the opinion that, as of the date hereof, the Note is a lawful general obligation of the City, payable according to the terms and tenor thereof from unlimited ad valorem taxes on the grand list of all taxable property in the City, as established, apportioned and assessed by law, unless paid from other sources, and the rights and remedies of the City's creditors, including holders of its bonds and notes, are subject to bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights and remedies of creditors, to the extent constitutionally applicable, and that their enforcement may be subject to the exercise of judicial discretion in appropriate cases. As to matters of fact relevant and material to our opinion, we have relied upon certified proceedings and other certifications and representations of public officials and others furnished to us without undertaking to verify the same by independent investigation.

The City is a lawfully constituted corporate instrumentality of the State of Vermont. The officers signing the Note are the duly elected, qualified and acting officers of the City as indicated. The Note is in all respects in conformity with the laws and constitution of the State of Vermont, and is not in excess of any debt limit.

Without limiting the generality of the foregoing, we certify that we have made due and diligent inquiry to ascertain if any litigation is pending or threatened in any State or Federal court of competent jurisdiction to restrain or enjoin in any way the issuance and delivery of the Note to Community National Bank, or the expenditures financed by the proceeds of the Note, and we find none.

We have reviewed the accompanying tax certifications of the Treasurer of the City relating to the reasonable expectations of the City as of the date of the Note, that the proceeds of the Note will not be used in a manner that would cause the Note to be "arbitrage bond" or "private activity bond" within the meaning of Sections 103(c), 141 and 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

Based upon our examination of law and review of such certification, it is our opinion that the facts, estimates and circumstances set forth in such certificate are sufficient to satisfy the criteria which are necessary under said Sections 103(c), 141 and 148(a), and the Regulations thereunder, to support the conclusion that the Note will not be "arbitrage bond" or "private activity bond" within the meaning of said Sections of the Code. No matters have come to our attention which, in our opinion, make unreasonable or incorrect the representations made in such certification.

Assuming compliance by the City with its covenants to comply with the Internal Revenue Code of 1986, the interest on the Note is exempt from federal and Vermont income taxes presently in force, to the extent that interest on the Note (a) is excluded from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that with respect to corporations (as defined for federal income tax purposes) such interest is taken into account in determining current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinion set forth in clause (a) of this paragraph is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Note in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Note to be so included in gross income retroactive to the date of issuance of the Note. The City has

Bonnie B. Boucher
June 25, 2013
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covenanted to comply with all such requirements and to designate the Note as a "qualified obligation" under Section 265(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Note.

McKEE, GIULIANI & CLEVELAND

By: 
J. Paul Giuliani

JPG:pw
[8881-125]

cc: William J. Fraser
City Manager
39 Main Street
Montpelier, VT 05602-2950

RESOLUTION
BOND ANTICIPATION BORROWING

WHEREAS, the City Council is duly empowered to borrow money on the credit of the City of Montpelier in anticipation of the issuance and sale of bonds duly authorized by vote of the legal voters at a meeting thereof held on June 14, 2011 (Article 1), the proceeds of which shall be expended to finance the cost of making heating district improvements; and

WHEREAS, the said City Council has found and determined that it is in the best interest of the City of Montpelier to borrow the sum of \$2,000,000 in anticipation of the issuance and sale of said bonds in order to have available money with which to defray the City's share of the cost of the improvements authorized at said meeting as work progresses and to pay for such improvements upon the completion thereof; and

WHEREAS, in order to have funds available to defray the cost of improvements as aforesaid, the City Council has arranged to borrow \$2,000,000 from Community National Bank, with such borrowing evidenced by a Bond Anticipation Note as hereinafter set forth, which Note does not refund or replace an obligation issued for the same purpose.

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

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

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

We, the undersigned Mayor and Treasurer, hereby certify that we as such officers have signed a Bond Anticipation Note numbered 1, in the principal amount of \$2,000,000 dated June 25, 2013 and due June 25, 2014, with an interest rate of 1.15%, payable as therein set forth, and further certify that the Note is issued under and pursuant to this Resolution adopted at a duly noticed and warned meeting of the City Council of the City of Montpelier held on June 12, 2013.

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

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

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

Further, we hereby certify to and covenant with Community National Bank, its successors and assigns, including specifically the transferees, assigns, holders and owners of the above-described Note that:

1. No proceeds of the Note (including investment proceeds thereof) will be used (directly or indirectly) in any trade or business carried on by any person other than the City of Montpelier nor used to make or finance loans to any person.
2. During the current calendar year, the City of Montpelier will not issue debt of any sort aggregating \$10,000,000.00 or more.
3. The City of Montpelier will file when and as required with the Treasury Department or Internal Revenue Service information returns relating to the issuance of this Note and all other obligations of the City of Montpelier.
4. The City of Montpelier will comply with, perform, maintain and keep each and every covenant, representation, certification and undertaking in the accompanying Tax Certificate, execution and delivery of which is hereby authorized.

Adopted at a duly convened meeting of the City Council of the City of Montpelier held on June 12, 2013.

ATTEST:

Mayor

City Clerk

City Treasurer

TAX CERTIFICATE

(General Obligation)

We, the Mayor and the City of Montpelier (the "Municipality"), HEREBY CERTIFY and reasonably expect with respect to the issuance and the use of proceeds of the Series 2013-1 \$2,000,000 Bond Anticipation Note (the "Municipal Bond") of the Municipality, dated June 26, 2013 as follows:

1. We are the officers of the Municipality duly charged and responsible for issuing the Municipal Bond. The certifications and expectations set forth in this document are being given pursuant to Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, (the "Code"), and the Treasury Regulations promulgated thereunder.
2. The dates, maturities, denominations and rates of interest of the Municipal Bond are as shown and more fully described in Schedule A, attached hereto. The Municipal Bond is fully registered and its issuance has been reported to the Internal Revenue Service on IRS Form 8038-G, a copy of which is attached as Schedule B.
3. The proceeds of the Municipal Bond will be used to provide funds for the purpose of financing public heating district improvements located in Montpelier, Vermont (the "Project"), as shown on Schedule C attached. There are no other funds available to the Municipality under the provisions and within the meaning of Regulation Section 1.148-6(d)(3), other than grants-in-aid and capital reserve funds of the Municipality dedicated to the Project, and state appropriations. The weighted average maturity of the Municipal Bond is less than 120% of the useful life of the Project.
4. The Municipality will use the proceeds of the Municipal Bond within thirty (30) days of the date hereof to retire any obligations in the nature of short-term bond anticipation notes (the "Prior Obligations") which originally financed the Project or to reimburse itself for Project costs advanced under a duly adopted notice of official intent. The proceeds of the Municipal Bond may be invested in the interim at a yield in excess of the yield on the Municipal Bond. To the extent there remain any unspent proceeds of the Prior Obligations, any and all of such proceeds shall be invested at a yield not in excess of the yield on the Municipal Bond.
5. The proceeds of the sale of the Municipal Bond do not exceed the amount necessary to retire the Prior Obligations and to complete the Project. The proceeds of the

Municipal Bond will not be used to effect a tax increment financing loan or a tax assessment loan under Regulation Section 1.141-5(c)(3) and (d).

6. The Municipality has entered into (or will enter into within six months from the date hereof or the issue date of the Prior Obligations, whichever is earlier) a binding commitment for the acquisition, construction or accomplishment of the Project. The amount of such commitment(s) with respect to the Project exceeds an amount equal to five percent (5%) of the greater of the Municipal Bond, the Prior Obligations, or the aggregate amount of obligations issued for the Project. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to the completion thereof. The Municipal Bond proceeds will be invested temporarily and expended in compliance with the non-arbitrage and rebate requirements of Section 148 of the Code, so as to maintain the interest on the Municipal Bond excludable from the gross income of the recipient thereof.

7. The total proceeds (including interest earnings therefrom) received from the sale of the Municipal Bond and the Prior Obligations with respect to the Project do not exceed the total cost of the Project. All unexpended proceeds will be deposited and maintained in a segregated fund and not commingled with amounts from other sources such as State aid.

8. It is not expected that the Project will be sold or otherwise disposed of in whole or in part. Public use of the Project will continue for so long as the Municipal Bond remains outstanding. In the event an unanticipated change in private use or disposition of the Project occurs, the Municipality will undertake remediation measures under Regulation Section 1.141-12 at the earliest opportunity so as to preserve the tax exempt character of the Municipal Bond.

9. Principal of and interest on the Municipal Bond will be paid from taxes and other revenues of the Municipality. There will be no private payments for the use of the Project other than payments made by members of the general public. The funds used to pay principal and interest on the Municipal Bond, whether or not deposited into a segregated debt service fund, will be expended within thirteen (13) months of the date of deposit in such fund on the payment of debt service on the Municipal Bond. Any amounts received from the investment of such fund will be used to pay debt service on the Municipal Bond within one (1) year of the date of receipt. The debt service fund, if any, will be used to achieve a proper matching of revenues with principal and interest payments within each bond year and will be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding bond year or (ii) one-twelfth of principal and interest payments on the issue for the immediately preceding bond year. Amounts deposited into such a debt service fund, if any, may be invested at a yield in excess of the yield on the Municipal Bond.

10. Except for the debt service fund described herein, if any, the Municipality has not created or established, and does not expect to create or establish, any sinking fund or other similar fund which the Municipality reasonably expects to use to pay principal or interest on the Municipal Bond, or from which there is a reasonable assurance that amounts therein will be available to pay debt service on the Municipal Bond.

11. No portion of the proceeds of the Municipal Bond will be invested, directly or indirectly, in federally insured deposits or accounts other than (a) investments of unexpended Municipal Bond proceeds for an initial temporary period until the proceeds are needed for the Project; and (b) investment of moneys on deposit in a bona fide debt service fund. No portion of the proceeds of the Municipal Bond will be loaned or otherwise made available to any private person, nor shall any of such proceeds be expended or invested in a manner which will result in the Municipal Bond being classified as a "hedge bond" under Section 149(g) of the Code.

12. The Municipality is a political subdivision of the State of Vermont and is an entity with general taxing powers, the power to incur debt, the power of eminent domain, and the power to enact and enforce police power measures. The Municipal Bond is not a "private activity bond" (as defined in Section 141 of the Code). At least 95% of the proceeds of the Municipal Bond are to be used for local governmental activities of the Municipality. Neither the Municipality nor any agency, instrumentality or political subdivision of the Municipality has issued any tax-exempt bonds or notes during calendar year 2013 other than: (i) the Municipal Bond; (ii) short-term notes in an aggregate amount not to exceed the Municipality's maximum anticipated cumulative cash flow deficit, to be issued in anticipation of the receipt of taxes and other revenues of the Municipality; (iii) current refunding bonds in an amount not to exceed the amount of bonds to be refunded; and (iv) short-term notes issued in anticipation of receipt of federal or state capital improvement grants-in-aid or to pay current operating expenses. In the event the aggregate face amount of all tax-exempt obligations (including the Municipal Bond) issued or to be issued by the Municipality (and all agencies, instrumentalities and other political subdivisions of the Municipality) during calendar year 2013 exceeds \$5,000,000, except for private activity bonds and additional obligations aggregating no more than \$10,000,000 or such lesser amount attributable to the financing of the construction of public school capital facilities, the proceeds of each issue of such obligations shall be invested temporarily and expended in compliance with the rebate requirements of Section 148(f)(2) and (3) and the Regulations thereunder, as applicable, so as to assure that the interest paid on such obligations remains excludable from the gross income of the recipient thereof. The Municipality will expend at least 85% of the Municipal Bond proceeds, and all of the net income derived from the temporary investment thereof, within a three-year period calculated from the earlier of the date of issuance of the Municipal Bond or date of issuance of the Prior Obligations. Proceeds not expended within three years shall be invested at a yield not in excess of the yield on the Municipal Bond.

13. The Project is and will be owned by the Municipality and will not be leased to any person which is not a state or local government unit. In addition, the Municipality will not enter into any contracts or other arrangements, including without limitation, management contracts, capacity guarantee contracts, take or pay contracts, or put or pay contracts, pursuant to which such persons have a right to use or make use of the Project on a basis not available to members of the general public or which confers special economic benefits on any private person. No private business use of the Project will be made without an opinion of nationally recognized Bond Counsel that such use will not have an adverse affect on the tax-exempt status of the Municipal Bond.

14. Any reimbursement of an expenditure made prior to the issue date of the Municipal Bond or earlier short term financing is pursuant to a declaration of intent. In addition, any declaration of official intent of the Municipality to reimburse itself out of such proceeds for Project expenditures incurred before the issuance of the Municipal Bond or short term financing, if earlier, was adopted not later than 60 days after the date of such expenditures. The Project has not been in service for more than 18 months after the date of original expenditure, and such expenditures being reimbursed out of Municipal Bond proceeds are not more than three years old.

15. The Municipality will do and perform all acts and things necessary or desirable in order to assure that interest paid on the Municipal Bond shall, for purposes of federal income taxation, be excludable from the gross income of the recipients thereof, or, if applicable, preserve the Municipal Bond's tax advantages in the form of tax credits or interest payment subsidies.

16. In addition to the record-retention requirements of Section 6001 of the Code, and the Regulations now or hereafter promulgated thereunder, the Municipality hereby adopts and commits to implement the procedures set forth in Schedule D which are intended to provide the following;

- (a) Assignment of tax-exempt and tax credit bond, if applicable, compliance responsibilities to appropriate departments, officers, or employees.
- (b) Establishment and maintenance of books and records for each issue of obligations of the Municipality.
- (c) Establishment of Code Section 148 compliant procedures for the investment of gross proceeds for each issue of the Municipality's obligations.
- (d) Maintenance of records relating to all allocations of expenditures of proceeds of each issue of the Municipality's obligations.

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

(f) Verification of the foregoing.

17. This certification has been delivered as part of the record of proceedings and accompanying certificates with respect to the issuance of the Municipal Bond.

18. On the basis of the foregoing, it is not expected that the proceeds of the Municipal Bond will be used in a manner which would cause the Municipal Bond to be an "arbitrage bond" or "private activity bond" under Sections 103, 141 and 148 of the Code and the Treasury Regulations promulgated thereunder. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

19. No other obligations of the Municipality are:

(a) being sold within fifteen (15) days of the date of this Tax Certificate;

(b) being sold pursuant to a common plan of financing as was employed in the sale of the Municipal Bond; or

(c) expected to be paid from substantially the same source of funds.

20. The Municipal Bond is declared to be a "qualified obligation under Section 265(b) of the Code.

IN WITNESS WHEREOF, we have hereunto set our hands on
behalf of the Municipality this 1st day of July 2013.

CITY OF MONTPELIER

By: _____
Mayor

And by: _____
City Treasurer

Schedule A-2

1. Title of Bonds: \$2,000,000 Series 2013-1 Bond Anticipation Note

2. Total Principal Amount: \$2,000,000

Dated: June 26, 2013

Maturity Date(s) Principal Amount(s) Interest Rate(s)

As per attached specimen bond.

2. Title of Authorizing Resolution(s) or Ordinance(s)

Resolution and Warning May 11, 2011

Special District Meeting June 14, 2011

Resolution and Certificate of City Council December 7, 2011 and June 12, 2016

3.	<u>Project</u>	<u>Estimated Date of Completion</u>	<u>Estimated Date All Proceeds Expended</u>
----	----------------	---	---

Heating Transmission
And Distribution

4. Other Obligations of Issuer Issued This Calendar Year

Note No. 1 of 1

June 26, 2013

CITY OF MONTPELIER
BOND ANTICIPATION NOTE
SERIES 2013-

On the 25th day of June, 2014, for value received, the City of Montpelier promises to pay to COMMUNITY NATIONAL BANK, or order, the principal sum of:

TWO MILLION DOLLARS

with interest at the rate of 1.15% per annum, calculated on the basis of an actual 365 day year from the date of original delivery of this note, with principal and interest payable in lawful money of the United States at the Main Office of Community National Bank, N.A., in the Town of Derby, Vermont. Principal and interest may be prepaid in whole or in part prior to the above maturity date.

This note is given for money borrowed in anticipation of the issuance and sale of a like amount of bonds of the City of Montpelier pursuant to a vote thereof authorizing certain heating system improvements duly held on June 14, 2011 and by resolution of the City Council of the City of Montpelier adopted at a meeting thereof held on June 12, 2013.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have been done, have happened, and have been performed in regular and due form as required by law and that the full faith and credit of said City of Montpelier are hereby irrevocably pledged for the payment of this note.

CITY OF MONTPELIER

By: _____
Mayor

ATTEST: _____ And By: _____
Treasurer

City Clerk
(SEAL)

Minutes of the Montpelier City Council Meeting
May 22, 2013
Montpelier City Hall Council Chambers

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

President Golonka called the meeting to order at 7:00PM.

13-135. Councilor Weiss moved that the Council approve the consent agenda. The motion was seconded by Councilor Watson and passed unanimously at 7:01.

13-138. Richard Sheir and Cindra Conison of the Quirky Pet conducted a demonstration of the new pet microchip scanner purchased with funds from the recent collection made through the Clerk's office via the dog license renewal process. Police Chief Tony Facos was on hand and spoke positively about equipment and the effort, and explained that the remaining money in the fund will be used to board those dogs picked up by the police that the humane society can't take. Special thanks were offered to the Green Mountain Animal Hospital for their contribution.

13-139. Before beginning the discussion on the proposed ordinance amendment that would incorporate the Downtown Improvement District, Councilor Weiss asked for clarification on the rules designating a quorum as per the charter.

City Manager Fraser noted changes made to the proposed ordinance. Montpelier Alive Director Phayvanh Luekhamhan reviewed the new language, which was attached to the agenda. Councilor Watson asked for clarification on the assessment.

Councilor Weiss shared his view that the ordinance was not necessary. The city manager granted that he may be correct. Mr. Weiss went on to object to the district under the grounds that the ballot wording did not authorize the funds beyond an assessment (in this case, to fund a shortfall of expected funds in the first year through state PILOT revenue in excess of what the city expects from the state). The City Manager indicated that the city attorney had approved the ballot language. Hooper suggested this interpretation could create a contradiction.

President Golonka formally opened the public hearing at 7:18.

Jed Guertin indicated that his understanding as a voter was that the ballot article authorized an assessment to fund \$75,000 for the program.

City Manager Fraser indicated that the process and the review were consistent with similar articles, while granting that the article did not specifically mention PILOT money.

Councilor Guerlain noted that the source of the shortfall (the time lag for receipt of the expected money) was not known at the time of the ballot, and that the proposed solution was good.

President Golonka closed the public hearing at 7:22.

Councilor Hooper acknowledged that Weiss's alternative DID first year funding proposal of assessing for the full 75k and returning the PILOT as a refund was conceptually the cleanest option, but was needlessly bureaucratic.

Councilor Weiss objected to some of the language from the ballot that would be reflected in the ordinance. Mr. Weiss further asked to whom the proposed committee was accountable. The City Manager replied that the committee was ultimately accountable to the council.

Councilor Weiss asked for clarification on the district's fund balance. He further finally made note of the city's personnel costs to this point.

Councilor Hooper moved for approval of the attached ordinance. Councilor Watson seconded. The motion passed 4-1, with Councilor Weiss opposed, at 7:28 PM.

Councilor Guerlain asked and received clarification that the additional assessment will ultimately be around 4 or 5 cents when the distinct grand list on which it is built is complete.

- 13-140. Tina Ruth addressed the council in regards to her reappointment on the planning commission, as well as the ongoing discussion of merging the commission with the economic development corporation.

Councilor Watson moved the appointment of Tina Ruth and Kimberly Cheney as member and alternate, respectively, to the Central Vermont Regional Planning Commission. Councilor Guerlain seconded. The motion carried unanimously at 7:35.

- 13-136. President Golonka cited the summary document put together by the city manager after the previous goals discussion. Councilor Weiss asked if the wording of the document suggested that the city would take responsibility of maintaining the school's tennis courts. Councilor Golonka indicated he had no problem eliminating tennis court language. Councilor Hooper agreed.

Councilor Weiss offered a grammatical subject/verb agreement correction, which was notated by the city manager. Mr. Weiss also suggested including a reporting regime that takes some of the reporting requirements off of the city manager personally. City Manager Fraser appreciated the concern, but indicated that the reporting expectation in the draft was not burdensome, it fit within his workflow, and that he had no problem with delegating responsibilities in that regard. Councilor Weiss suggested September and February as times when a report could be formally written in as an expectation.

Councilor Guerlain suggested that the second meeting in September be a firm reporting commitment.

Councilor Hooper moved approval of the proposed goal statement, with the tennis court reference struck and the word “two” added to correct the grammatical error noted by Mr. Weiss. Councilor Weiss seconded the motion. It was adopted unanimously at 7:44.

- 13-137. President Golonka noted that possible pending litigation could necessarily impact the parameters of the discussion on the Carr lot. Kevin Casey of the Planning and Community Development Department, and Assistant City Manager Jessie Baker reviewed plans for the transit center with a power point discussion.

Councilor Weiss asked if there had been an economic study done regarding proposed upper floor development of the transit center. Baker indicated the presentation was driven by discussions, rather than a formal study. Fraser indicated it reflected long-stated goals of the Council. Mr. Weiss asked for further detail on the second floor plans, as well as the likely relationship with the state in maintaining the transit center.

Councilor Watson asked about the potential for unanticipated environmental needs and costs, such as a retaining wall. City Manager Fraser noted that such funds were built in, and that the acquired federal funds were designated to cover environmental concerns. Councilor Guerlain asked for further clarification.

Councilor Guerlain had several questions; first, he asked about the regional character of the building, he also expressed concerns about collaborating with the state. Second, he questioned the budget figures in the presentation.

Mr. Guerlain asked what would happen if no private developers stepped forward. Mr. Fraser indicated there would be no difficulty securing a partner for a second story, as a second story tenant had likely already been identified. Fraser noted that the proposals from potential partners would drive the ultimate development, and that the 2-floor model would be a minimum/fallback model.

Finally, Councilor Guerlain expressed concerns about parking pressures for a center that would serve the entire region, and contextualized his concerns against a 6-story development concept that was in circulation. Councilor Golonka suggested that the discussion was delving into too fine of detail for this stage of the process.

Councilor Weiss asked about the footprint of the building. Asst. City Manager Baker indicated that the initial request for letters of interest would likely be where that part of the discussion would begin, beyond the very broad parameters currently on the table. Mr. Weiss further asked about the June 10th benchmark on the timeline. Baker noted that it was a date for action that was contingent on the final status of the lot.

Councilor Guerlain asked what would happen if no building were to be built (if the city acquired the property, added the bike path, and left the rest for parking). Mr. Fraser indicated that the city would not have access to the federal funds, and expressed

concerns that such a change in approach would not be consistent with the project as approved by the voters. Councilor Guerlain continued, expressing reservations about having the city directly involved with development in this way. Fraser indicated that it was modeled after a similar public-private project in Barre.

Councilor Guerlain added that he felt the process as laid out was a sensible one. Weiss felt that the entire project was “pie-in-the-sky.”

Councilor Watson moved approval of the process moving forward. Councilor Hooper seconded. Councilor Weiss wanted to clearly state that the entire process was contingent on the final ownership status of the land. The motion carried unanimously at 8:30.

13-141. Councilor Watson shared an update on the identification of sites for photovoltaic units.

Councilor Guerlain noted he has been asked by constituents why there is no construction at the state plant for district heat. Fraser replied that the state is waiting for Act 250 approval, but that the state is on schedule for the agreement that was developed in March. Mr. Fraser confirmed that the state would provide “temporary” boiler heat (oil) in October. In November, they will cross over to new oil, and in January, they’ll be crossing over to wood system.

Councilor Watson asked if there might be simpler file sharing options for council meetings.

Councilor Guerlain moved that the council enter into executive session to discuss real estate pending acquisition, and include the City Manager and Assistant City Manager. Councilor Watson seconded. The motion carried unanimously at 8:37PM.

Before the council entered executive session, the Clerk noted that council meetings were now viewable on mobile devices.

Councilor Weiss moved that the Council return to open session and adjourn. Councilor Guerlain seconded. The motion passed unanimously at 9:07PM.

Sandy Pitonyak

From: KIM [kim@lostnationtheater.org]
Sent: Wednesday, June 12, 2013 11:50 AM
To: Sandy Pitonyak
Subject: Downtown Improvement Fund Committee

Hi, Sandy---

I would like to apply for a one or two year appointment as a member on the Downtown Improvement Fund Committee. Please put my name on the list for the City Council to consider at their meeting tonight, Wednesday, June 12, 2013.

Thanks!

Kim

Kim Bent
Founding Artistic Director
Lost Nation Theater
39 Main Street-City Hall
Montpelier, VT 05602
802-229-0492
kim@lostnationtheater.org
www.lostnationtheater.org



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

Please include the following ad with City of Montpelier notices on Friday, May 31st, and Monday, June 3rd.

CITY OF MONTPELIER
"Montpelier Downtown Improvement District Committee"

The Montpelier City Council will establish a standing Downtown Improvement District Committee consisting of five (5) to ten (10) members who shall represent a cross section of interests within the downtown area. Examples of those interests include, but are not limited to: persons owning or representing owners of real estate within the District; persons owning or representing co-owners of retail businesses within the District; persons owning or representing owners of hospitality businesses with the District; persons owning or representing the owner of a service business within the District; persons owning or representing an arts community enterprise within the District; persons representing or employed by the State of Vermont; and persons representing the City Council. Other city officials will participate as needed. Terms of appointment shall be for two years except during the initial appointment when the Council will evenly divide terms for one and two years. The Committee shall prepare an annual work plan and budget, and shall present the same to the City Council on or about July 1st of each year, for the Council's consideration and approval. Letters of interest should be submitted to the City Manager's Office, 39 Main Street, Montpelier, Vermont 05602, or via e-mail to spitonyak@montpelier-vt.org, on or by Thursday, June 6th. City Council will make these appointments at their June 12th meeting; applicants will be notified and encouraged to attend. All municipal meetings are accessible to people with disabilities and are held in accordance with the public meeting and public records laws.

Office of the City Manager

Sandy Pitonyak

From: Thierry Guerlain [tguerlain51@gmail.com]
Sent: Monday, May 20, 2013 1:27 PM
To: Sandy Pitonyak
Cc: Phil Zalinger
Subject: re: Downtown Improvement District Committee...

Hello Sandy,

Per the email below, please add **Phil Zalinger**'s name to the list of those who would like to be consider for the above-referenced DID committee.

Thanks -- Thierry Guerlain

----- Forwarded message -----

From: Phil Zalinger <PZalinger@zclpc.com>
Date: Mon, May 13, 2013 at 11:20 AM
Subject: commercial tax district
To: "tguerlain@montpelier-vt.org" <tguerlain@montpelier-vt.org>

Terry- I read recently that a committee is being formed to 'guide' or 'direct' the new tax district in some fashion. I would be interested in serving on that committee if you and the Council believed my service would be beneficial. We own the building at 140 Main St which I think is within the district; that shouldn't be grounds for exclusion from serving but I am certain the Council will take those issues into consideration.

Regards, Phil

Philip H. Zalinger, Jr., Esq. | Zalinger Cameron & Lambek | 140 Main Street| Montpelier, VT 05602

phone [\(802\) 223-1000, ext. 21](tel:(802)223-1000) | fax [\(802\) 223-5271](tel:(802)223-5271) | www.zclpc.com

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Sandy Pitonyak

From: jesse jacobs [jsbjacobs@gmail.com]
Sent: Thursday, May 30, 2013 11:48 AM
To: Sandy Pitonyak
Subject: DID Committee Membership

Hi Sandy,

Please accept this email as my sincere interest in being a member of the five to ten member Downtown Improvement District Committee. Let me know if there is any additional information I should send along to help the members of City Council with their decision.

Many thanks,

Jesse Jacobs

Sandy Pitonyak

From: jesse jacobs [jsbjacobs@gmail.com]
Sent: Thursday, May 30, 2013 11:53 AM
To: Sandy Pitonyak
Subject: Re: DID Committee Membership

Here are my contact numbers Sandy:

Office: 802.223.3166

Fax: 802.223.5219

Cell: 305.606.1774

Sandy Pitonyak

From: karen williams-fox [mamafishhead@aol.com]
Sent: Thursday, May 30, 2013 8:11 PM
To: Sandy Pitonyak
Subject: DID committee

Hello- I'm interested in being on the downtown improvement development committee.
Thanks!
Karen Williams-Fox
Woodbury Mountain Toys
24 State Street
Montpelier, VT 05602
802-223-4272

Sandy Pitonyak

From: Cook, Steve [Steve.Cook@state.vt.us]
Sent: Tuesday, June 04, 2013 12:46 PM
To: Sandy Pitonyak
Attachments: Steven_Cook_Resume.doc; Steven_Cook_Bio.doc

Good afternoon Sandy,

I am writing to inform you of my interest in serving on the Montpelier Downtown Improvement District Committee in Montpelier. As a long time resident I see great potential in this new project. Please let me know if I can provide you with any additional information. I have also attached my resume and bio for reference.

Thank you and have a great day,

Steven Cook

STEVEN COOK

DEPUTY COMMISSIONER
Vermont Dept. of Tourism & Marketing
National Life North Building
One National Life Drive - 6th Floor
Montpelier, VT 05620-0501
(802) 828-3516



 @Steve_Cook

 @VermontTourism

 /VermontTourism

• START PLANNING YOUR TRIP TODAY •
VERMONTVACATION.COM

Steve Cook
34 Mountainview Street
Montpelier, Vermont 05602
(802) 229-6674 Home • (802) 552-8233 Cell
Steve.Cook@live.com
LinkedIn: www.linkedin.com/in/stevenhcook
Twitter: http://twitter.com/steve_cook

PROFESSIONAL EXPERIENCE

STATE OF VERMONT, VERMONT DEPARTMENT OF TOURISM AND MARKETING (VDTM), Deputy Commissioner

Montpelier, Vermont October 2006 – present

- Responsible for daily operations of department, including staffing and program-wide finances
- Strategizing and implementing of \$6 million annual international and domestic advertising budget
- Overseeing all media communications, including forming relationships and creating public relation opportunities with media outlets
- Playing an active role in legislative affairs
- Reports to the Secretary of the Agency of Commerce for the State of Vermont

GREEN MOUNTAIN COLLEGE

Adjunct Professor

Killington, Vermont August 2011 – Present

STATE OF VERMONT, VERMONT LIFE, Publisher

Montpelier, Vermont April 2009 – December 2012

- Directly responsible for the management, policy setting, contracting and business planning for Vermont Life Magazine
- Developed a new website and online catalog
- Outsourced fulfillment of products to local fulfillment specialist providing significant savings to the organization
- Developed new product line of locally produced consumer products

STATE OF VERMONT, VERMONT DEPARTMENT OF TOURISM AND MARKETING (VDTM), Marketing Manager

Montpelier, Vermont July 2004 – October 2006

- Managed \$2M annual budget
- Lead all marketing efforts, including working directly with marketing vendors
- Reported to the Deputy Commissioner

STATE OF VERMONT, INFORMATION CENTER DIVISION, Marketing & IT Coordinator

Montpelier, Vermont May 2001 – July 2004

- Collaborate in the process of development, strategic planning and market research
- Created and implemented means of tracking and understanding Vermont visitor demographics and profiles
- Work under the Director of the Vermont Information Center Division
- Report to the Vermont Legislature

CONSERVATION INTERNATIONAL, *Development Research*
Punta Cana, Dominican Republic January 2002 – February 2002

- Served as member of a strategic planning committee to develop a system to gather information concerning the environmental impacts of mass tourism in a fragile ecosystem
- Completed the study in the Dominican Republic on the barriers to creating healthy environmental practices throughout the country

BOARDS & COMMISSIONS

VERMONT AGRICULTURE CULINARY TOURISM COMMISSION 2009 - present
Appointed by the Secretary of Agriculture to manage a \$450,000 appropriation by Senator Leahy for projects related to Agriculture and Culinary Tourism

VERMONT LIFE MAGAZINE ADVISORY BOARD 2009 - present
Managed the Governor Appointed Vermont Life Magazine Advisory Board

VERMONT GRAPE & WINE COUNCIL 2009 - present
Appointed by the legislature to sit as an acting member of the Vermont Grape & Wine Council

VERMONT HOSPITALITY COUNCIL 2007 - present
Ex officio of the Vermont Hospitality Council of the Vermont Chamber of Commerce

VERMONT TRAVEL INDUSTRY CONFERENCE 2006 - present
Member of the executive board for the Vermont Travel Industry Conference

VERMONT TRAVEL & RECREATION COUNCIL 2006 - present
Managed the Governor Appointed Vermont Travel and Recreation Council on behalf of the Commissioner

EDUCATION

JOHNSON STATE COLLEGE, *Bachelor degree in Tourism & Lodging Management*
Johnson, Vermont 2002

- GPA: 3.89
- Spring 2002 awarded Deans List.
- Awarded a \$1,500 tourism scholarship each semester for achievement in the Johnson State College HTM department.

JOHNSON STATE COLLEGE, *Internship*
Dublin, Ireland 2001

- Completed a course in Agricultural Tourism at the Dublin Institute of Technology.

CHAMPLAIN COLLEGE, *Associate's Degree in Science*
Burlington, Vermont 2000

- GPA: 3.0

AWARDS

VERMONT BUSINESS MAGAZINE
2013 Rising Star

JOHNSON STATE COLLEGE
2011 Successful Young Alumni

Steven Cook Bio



Steven Cook a resident of Montpelier was appointed Deputy Commissioner of the Department of Tourism & Marketing in September 2006. Since then Cook was also assigned as Publisher of the State of Vermont's official magazine, *Vermont Life* for a three year term. Cook has served the State of Vermont for 10 years, previously under the Department of Buildings and General Services, as the Marketing and Information Technology manager. Cook has also worked in Vermont's ski industry holding sales and promotional positions for both Smugglers' Notch and Jay Peak ski resorts. Cook is a graduate of Champlain College with a degree in Business Administration, and Johnson State College with a Bachelor's degree in Hospitality and Tourism Management. Cook currently serves on a number of boards and councils, including the Johnson State College Business and Economics advisory council, the Vermont Travel and Recreation Council, and the Vermont Travel Industry Conference board. Steven and his three children live in Montpelier Vermont.

Sandy Pitonyak

From: mlcollinscom@gmail.com on behalf of Mary L. Collins [director@summit-school.org]
Sent: Tuesday, June 04, 2013 3:24 PM
To: PLuekhamhan1@montpelier-vt.org
Cc: Sandy Pitonyak
Subject: Re: DID Committee deadline tomorrow 6/6

Hello Phayvanh,

Yes it was great to see you! And to know you are an avid and diligent recycler! ;0)

Hello Sandy, On Phayvanh's recommendation I am emailing you regarding the committee appointment. Yes, I would love to participate and support Montpelier. I'll wait for further instruction from you.

Kind regards,

m l collins

lake elmore . vt . 05657-0026

"Wear gratitude like a cloak and it will feed every corner of your life." - rumi

Mary L. Collins/Executive Director
Summit School of Traditional Music and Culture
PO Box 646 . Montpelier, VT 05601
T: 802.917.1186 C: 802.371.8125
www.summit-school.org

Sandy Pitonyak

From: Claire Benedict [claire@bearpondbooks.com]
Sent: Wednesday, June 05, 2013 8:16 AM
To: Sandy Pitonyak
Subject: DID Committee

I am writing to say that I would like to be considered to serve on Montpelier Alive's new Downtown Investment District Committee (DID). As a Montpelier Alive Board Member I have been very involved in the DID development to date and what it could do for downtown Montpelier. Additionally, I am co-owner of Bear Pond Books and Rivendell Books and have the vested interest in the vitality of downtown that goes with that. I am also an active member of the Montpelier Business Association and serve on its Executive Committee. In short, I am an active participant in downtown issues and would be able to be an informed member of the committee.

I am very excited about the positive effects DID can have for downtown. Improving the streetscape, attracting more visitors to Montpelier and keeping our town vibrant and attractive will be great for downtown business and the city as a whole. Thank you for considering my request.

Claire Benedict

--

Bear Pond Books
77 Main Street, Montpelier VT
802-229-0774

Sandy Pitonyak

From: bob@capitolgrounds.com
Sent: Wednesday, June 05, 2013 3:13 PM
To: Sandy Pitonyak
Subject: letter of interest for DID

Hi Sandy,

I have had several reminders to write to you and express my interest in becoming a member of the Montpelier DID committee. Please let this email suffice, and my apologies for waiting. My role is driven by my desire to see Montpelier use the District Funds for those improvements that will generate enthusiasm and pride among Montpelier residents and those who visit the city.

Please let me know if you need any additional information. As always I can be reached via email at bob@capitolgrounds.com or by phone: 223-7800. Thanks so much for your consideration!

Bob

TRUMBULL - NELSON CONSTRUCTION CO., INC.

59 Elm Street
Montpelier, VT 05602-2818
TEL 802-225-8988 • FAX 802-225-5935
trumbullnelson@t-n.com • www.t-n.com

June 6, 2013

Montpelier City Council
City Manager's Office
39 Main St.
Montpelier, VT 05602

RE; Montpelier Downtown Improvement District Committee

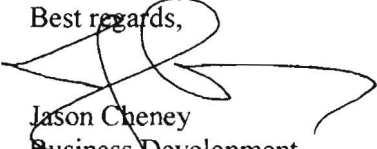
Dear City Council,

Please accept this letter of interest for consideration and appointment to the soon to be formed "Montpelier Downtown Improvement District Committee". I, Jason Cheney, would welcome such appointment. I offer my personal 25 years of construction experience as well as my firms 97 years experience while Planning, Budgeting and Managing Projects of various size and complexity.

Trumbull-Nelson Construction has been a General Contractor serving both Vermont and New Hampshire for 97 continuous years of service. The home of Trumbull-Nelson has long been in Hanover New Hampshire, and more recently in Montpelier Vermont to better serve the North Country. My history as a Project Manager, Project Executive and most recently in Business Development is well suited to interface with such a Committee, our years of experience in the service world combined with our commitment to our new home here in Montpelier make this a wonderful fit.

References and resumes are available and certainly any questions or comments will be welcomed. I do hope that you will see my interest and qualifications as an ideal fit for this new role and I eagerly await any answer you may provide.

Best regards,



Jason Cheney
Business Development

LEASE AGREEMENT

WHEREAS, The City of Montpelier desires to improve parking conditions; and,

WHEREAS, Mary M. Heney Trustee of the Lawrence P. Heney Family Trust and Trustee of the Mary M. Heney Family Trust owns a vacant parcel of land located at 60 State Street; and,

WHEREAS, through continued lease, the City of Montpelier can help provide sufficient public parking,

BE IT HEREBY AGREED TO THAT

I. The City of Montpelier shall lease such parcel from the owner, for five years, commencing July 1, 2013, and continued until June 30, 2018. Such rent is payable in arrears on or before July 1st commencing July 1, 2013, based on the following scheduled.

July 1, 2013 – June 30, 2014	\$27,747.03
July 1, 2014 – June 30, 2015	\$28,718.18
July 1, 2015 – June 30, 2016	\$29,723.32
July 1, 2016 – June 30, 2017	\$30,763.64
July 1, 2017 – June 30, 2018	\$31,840.37

II. The City of Montpelier shall pay property taxes and water and sewer assessment and any downtown improvement district assessments or other municipal assessments on the property for the period of time it occupies the subject property under this agreement.

III. The City of Montpelier shall include this parcel under the City's comprehensive general liability and casualty insurance policies, and shall indemnify the owner from any claim, loss or damage arising out of the City's use of the subject property.

IV. The City of Montpelier shall have the right to terminate this Agreement at any time during this agreement with six months advance written notice to the owner in the event rental payments as specified herein are not approved in the City's annual operating budget. Further, Mary M. Heney shall have the right to terminate this Agreement at any time during this agreement with six months advance written notice to the City. In the event this termination occurs both parties hereby agree to pro-rate taxes, water, sewer and the Lease based on the date of termination.

V. The City of Montpelier may also negotiate with owners, and consummate a lease/purchase of this parcel at any time within the term of this Agreement.

VI. It is agreed to by the parties that the City of Montpelier is authorized to negotiate temporary relocation of right-of-way rights held by adjacent neighbors so that additional parking spaces may be provided, subject at all times to the approval of owner.

VII. The tourist information booth is presently on the site with permission of the Lessor. The City of Montpelier agrees to remove this booth from the premises with sixty day written notice from the Lessor.

Agreed this _____ day of _____, 2013.

Mary M. Heney

Witness to Mary M. Heney

City of Montpelier

Witness

From: Lyn Munno [lyn.munno@gmail.com]
Sent: Thursday, May 23, 2013 12:45 PM
To: John Hollar
Subject: Dog Waste in Hubbard Park and City

Hi John,

I hope you are well. We had discussed a couple months back that the Parks Commission was going to form two working groups on dog issues in Hubbard Park. I have the pleasure of heading up the dog waste group. I have been working with a group of 6 other folks in the town (actually 5 from Montpelier and one from Calais) to come up with a proposal for managing dog waste in the park. We will likely suggest providing bag/small bins in the park and are looking into options for disposal. We will hopefully find a place to compost the dog waste and, if not, we will likely recommend using biodegradable bags that will then get disposed of in the landfill. At our last meeting folks were mentioning that they have noticed that there is an increasing issue with dog waste around town, not just in the park. We were wondering if someone else from the city (city council?) would be interested in getting involved in our discussions and would want to think about how to improve the dog waste issue throughout Montpelier. It is totally fine for us to contain the discussion to the park, but I thought I would put it out there in case there is interest in making this a city wide initiative.

Let me know what you think. Our next meeting in next Tuesday, the 28th from 6 to 7:30. Location still to be determined.

Thanks so much.

Best wishes,

Lyn Munno
Parks Commission

To the City of Montpelier,

McGillicuddy's Irish Pub respectfully requests to close Langdon Street on July 3, 2013 at 3pm as part of the Montpelier Independence Day Celebration.

We are asking to fence off an area adjacent to the pub and serve food and beverages in the street. We will be offering live music and an outside consumption permit is attached.

We would request Music to 12:30 am and outside service until 1:00 am.

This allows the people to disperse slowly and safely as opposed to overcrowding the inside Pub.

We will also give a copy of this to Langdon Street Businesses and residents who may call me at 802-279-0232 if they have questions or concerns.

This letter will be delivered by June 8, 2013.

Thank You

David Nelson and McGillicuddy's Staff



City of Montpelier, Vermont
"The Smallest Capital City in the United States"

DATE: June 6, 2013

TO: Mayor and City Council

FROM: Sandra J. Gallup, Finance Director

CC: William J. Fraser, City Manager

SUBJECT: 2013 Series 1 Vermont Municipal Bond Bank Sale – Consent Agenda

As a result of the voters' approval in March 2013 of borrowing \$710,000 for street improvements, \$670,000 for River Street sewer line repairs and \$2,300,000 for school building improvements, applications for the Vermont Municipal Bond Bank Sale were made. The consideration, adoption and execution of the documents for a \$3,680,000 - 2013 Series 1 Vermont Municipal Bond Bank Sale on the Consent Agenda for the June 12, 2013 City Council meeting will allow these bonds to be sold.

McKEE, GIULIANI & CLEVELAND

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

P.O. BOX 1455

MONTPELIER, VERMONT 05601-1455

J. PAUL GIULIANI
GEORGIANA O. MIRANDA (NY AND VT)
GLORIA K. RICE
JOHN P. RILEY
GLENN C. HOWLAND

TELEPHONE: (802) 223-3479

FAX (802) 223-0247

PETER GIULIANI (1907-1998)
W. EDSON McKEE (1923-1999)
ALDEN GUILD (RET.)

OF COUNSEL
FREDERICK G. CLEVELAND

OFFICES AT:
TD BANK BUILDING
94 MAIN STREET, 2ND FLOOR
MONTPELIER, VT 05602

May 20, 2013

TO: Participating Municipalities

FROM: J. Paul Giuliani

RE: 2013 Series 1 Vermont Municipal Bond Bank Sale

Enclosed is the original documentation needed to complete the 2013 Series 1 sale. Under separate cover, each participating municipality will receive a commitment letter from the Bond Bank. The commitment letter should be executed and returned to the Bond Bank as soon as possible.

In order to effect a trouble-free sale and closing, it is essential that the enclosed materials be considered, adopted and executed without delay. Unless properly executed documents from all municipalities are in my possession and ready for delivery to the Bond Bank by July 1, 2013, the sale and closing may be delayed. I cannot stress too strongly the importance of adopting and executing the enclosed documentation as soon as possible. If the next regularly scheduled meeting of the legislative body is too close to the July 1, 2013 return date, a special meeting may be advisable for this purpose.

Once returned to me, I will hold the executed documents pending confirmation of the bond sale, and will deliver the same at the closing in Boston, tentatively scheduled for July 29, 2013.

Regarding execution of the enclosed documents, the following action should be taken at a duly warned regular or special meeting of the legislative body:

(1) Resolution and Certificate. This should be signed by all or a majority of the legislative body and the date of the regular/special meeting entered where indicated on the last page. The municipal clerk and municipal treasurer should sign where indicated, and the municipal seal (if any) affixed over the clerk's signature.

(2) Tax Certificate. Regardless of how and when the Bond proceeds are going to be spent, it is essential that the enclosed Certificate be executed by the municipal treasurer, and all or a majority of the legislative body on page 4. Please do not date the Certificate, nor fill in any blanks either on the Certificate or any Attachment, Schedule or Exhibit.

Please note that the Tax Certificate contains Internal Revenue Code post-issuance compliance procedures relating to arbitrage and private use of bond-financed improvements. These procedures are the result of Internal Revenue Service examination and audit initiatives intended to test Code compliance among municipal issuers throughout the country.

(3) Loan Agreement. Do not fill in any blanks in the Loan Agreement or on Exhibit A. This information will be entered prior to closing. The chairman of the legislative body and the municipal clerk should sign on the last page. The municipal seal (if any) should be affixed over the clerk's signature.

Please note the commitment to furnish the Bond Bank with financial and operating information on an ongoing basis. Also, your attention is directed to Section 17 which contains representations consistent with recent Internal Revenue Service and Securities and Exchange Commission directives.

The requisition procedure referred to in the Loan Agreement is a recent development. It is designed to assist Bond Bank borrowers in maintaining investment and expenditure records. If an audit or examination is conducted, these records will be invaluable in establishing post-issuance compliance with the arbitrage and private use provisions of the Internal Revenue Code.

(4) Bond. Do not enter any interest rates or principal payments. The rates and payments schedule will be verified and entered prior to the Bond sale. All or a majority of the legislative body and the municipal treasurer should sign where indicated and the municipal seal (if any) should be affixed over the Treasurer's signature.

(5) Certificate of Registration. This requires the municipal treasurer's signature where indicated. Do not date at this time.

(6) IRC Section 148 and 265 Certification. Please complete by supplying or verifying the information asked for in paragraphs (1) and (2). Do not include any information relating to obligations originally issued in an earlier calendar year which have renewed or refunded in this calendar year. This certificate should be signed and dated by the municipal treasurer. If not entered already, please supply the municipality's federal employer identification number.

(7) IRS Form 8038-G. Please verify the municipality's federal employer identification number on Line 2. The municipal treasurer should sign where indicated on the second page. Please do not date.

The Loan Agreement and the Bond may be missing loan principal information. The missing figures will be entered when the loan is formally approved by the Bond Bank. Even though this information may be missing, please execute all documents as outlined above and

return them to me by July 1, 2013. The correct payment amounts and schedules will be verified and the missing information entered before the loan is finalized.

Please note the non-litigation language in the Resolution and Certificate. If the Municipality becomes involved in any litigation regarding the Bond or the expenditure of Bond proceeds, please advise me at once.

I direct your attention to the Tax Certificate and the representations contained therein. This Certificate should be read carefully. There are some material changes from previously used Tax Certificates. The Internal Revenue Service, Treasury Department, and Securities and Exchange Commission have established new standards of disclosure with respect to certain tax matters and post-issuance record keeping. Please call if you have any questions.

Following the closing and delivery of funds, I will furnish a complete transcript of all completed and executed documents, including the approving opinion. In the meantime, you might want to keep a photocopy of the original executed documents you are returning to me.

If any questions arise regarding the execution and return of the enclosed documents, or any aspect of the bond sale, please do not hesitate to call me immediately either at the office or at home (223-2185). Also, you may reach me at jpglaw@comcast.net.

JPG:sg
Enclosures

RESOLUTION AND CERTIFICATE
(General Obligation)

WHEREAS, at a meeting of the City Council of the City of Montpelier (herein called the "Municipality") at which all or a majority of the members were present and voting, which meeting was duly noticed, called and held, as appears of record, it was unanimously found and determined that the public interest and necessity required certain public improvements herein described by reference to Exhibit A attached, and it was further found and determined that the cost of making such public improvements, after application of available funds and grants-in-aid from the United States of America and/or the State of Vermont, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at a meeting thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, a meeting of the Municipality was warned and held at the place and time appointed therefor, submitting an article(s) of business to be voted upon by ballot between the hours stated in the Warning, all as appears by reference to Exhibit A attached hereto; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, or was subsequently validated in the manner provided by law, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth in Exhibit A hereto were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, pursuant to powers vested in them by law the City Council is about to enter into a Loan Agreement (Exhibit B) on behalf of the Municipality with the Vermont Municipal Bond Bank (the "Bank") respecting a Loan from the Bank in the amount of \$3,680,000 repayable, and with interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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As per Exhibit C attached.

AND WHEREAS, the Bond to be given by the Municipality to the Bank at the time of receiving the proceeds of said Loan shall be substantially in the form attached hereto as Exhibit D, which Bond is hereby awarded and sold to the Bank at a price of par and accrued interest;

THEREFORE, be it resolved that the City Council proceed forthwith to cause the Bond to be executed and delivered to the Bank upon the price and terms stated, and be fully registered as the law provides; and

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

BE IT FURTHER RESOLVED, that in addition to all other taxes, annually there shall be assessed and collected in the manner provided by law until the Bond, or any bond or bonds issued to refund or replace the same, and the interest thereon, are fully paid, a tax, user fee, charge or assessment sufficient to pay the interest on the Bond or bonds and such part of the principal as shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Bank is hereby authorized, the presiding officer of the City Council of the Municipality being directed to execute the Loan Agreement on behalf of the Municipality and the City Council thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in the Loan Agreement, the Loan Application made by the Municipality to the Bank (Exhibit E), and the Tax Certificate (Exhibit F) to be delivered in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in the Loan Agreement, Loan Application and Tax Certificate are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its City Council in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond to the Bank, execution and delivery of the Bond, this Resolution Certificate, Loan Agreement, Tax Certificate, and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that McKee, Giuliani & Cleveland, bond counsel to the Municipality, be authorized and empowered to take possession of said documents for delivery to the Bank, and to complete said documents by the inclusion of appropriate dates and ministerial changes at the direction of the City Council of the Municipality or its designated officer; and to acknowledge receipt of the proceeds of the Bond on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that, to the extent it is necessary for the Municipality to comply with the covenants, undertakings, representations and certifications set forth in the Municipality's Tax Certificate, the Municipality's Treasurer and its bond counsel are authorized to order for purchase by the Municipality out of the proceeds of the Bond such federal and state obligations as may be required to limit or restrict investment yield on the Bond proceeds, thereby avoiding rebate payments to the United States; and

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

BE IT FURTHER RESOLVED, that the proceeds derived from the sale of the Bond be deposited to the credit of the Municipality for requisition and disbursement as provided in the Loan Agreement.

And we hereby certify that we have caused the Bond dated as of July 1, 2013 to be signed by the Mayor and City Treasurer, and that it is payable as aforesaid, and is issued under and pursuant to the vote hereinabove mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the officers of the Municipality, hereby certify that we, along with the Mayor and City Treasurer, are the duly chosen, qualified and acting officers of the Municipality, as the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

We acknowledge that information the Municipality has furnished the Bank and others will be relied upon in the public offering of securities for sale. We represent that all information the Municipality has provided in connection with the Loan, the Bond, the Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of our knowledge. We further represent that the Municipality has disclosed to the Bank and others all information material to the Loan, and the public offering of securities by the Bank, and has not failed to disclose any information it deems material for such purpose.

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

We further certify that all actions set forth in this resolution were proposed, considered and approved in a public meeting duly called, noticed and held in compliance with all applicable open meeting, public records access, and public procurement, bid and solicitation statutes.

Adopted at a regular meeting of the City Council of the City of Montpelier this
_____ day of _____, 2013.

ATTEST:

Clerk

LOAN AGREEMENT

(General Obligation - Tax Exempt)

AGREEMENT, dated July 1, 2013, between the VERMONT MUNICIPAL BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of 24 V.S.A., Chapter 119, as amended (hereinafter referred to as the "Act"), having its principal place of business at Winooski, Vermont, and the City of Montpelier (hereinafter referred to as the "Municipality"):

W I T N E S S E T H:

WHEREAS, pursuant to the Act, the Bank is authorized to make loans of money (hereinafter referred to as the "Loan" or "Loans") to Governmental Units; and

WHEREAS, the Municipality is a Governmental Unit as defined in the Act, and pursuant to the Act is authorized to accept a Loan from the Bank, to be evidenced by its Municipal Bond purchased by the Bank, and the proceeds of which will be held for the benefit of the Municipality by U.S. Bank, N.A., as disbursing agent (the "Disbursing Agent") subject to requisition as set forth herein; and

WHEREAS, the Municipality is desirous of borrowing money from the Bank for purpose of paying the costs of certain capital improvements, as described in Exhibit C to the Municipality's Tax Certificate (the "Project Costs"), in the amount of \$3,680,000 and has applied to and has requested of the Bank a Loan in such amount, and the Municipality has duly authorized the issuance of bonds in the principal amount of \$3,680,000, of which a bond(s) in the amount of \$3,680,000 (the "Municipal Bond") is to be purchased by the Bank as evidence of the Loan in accordance with this Agreement, which Municipal Bond shall be in substantially the form appended hereto by the Municipality as Exhibit B; and

WHEREAS, to provide for the issuance of bonds of the Bank (the "Bank Bonds") in order to obtain from time to time monies with which to make such Loans, the Bank has adopted the General Bond Resolution on May 3, 1988 (herein referred to as the "Bond Resolution") and will adopt a supplemental resolution authorizing the making of such Loan, inter alia, to the Municipality and the purchase of the Municipal Bond;

NOW, THEREFORE, the parties agree:

1. The Bank hereby makes the Loan and the Municipality accepts the Loan in the amount of \$3,680,000. As evidence of the Loan made to the Municipality and such money borrowed from the Bank by the Municipality, the Municipality hereby sells to the Bank the Municipal Bond in the amount of \$3,680,000. The Municipal Bond shall bear interest from the date of its delivery to the Bank at such rate or rates per annum as will

result in an interest cost rate to the Municipality of __% [as calculated by the "IBA" or "Interest Cost Per Annum" method]. The interest cost rate for purposes of this Loan Agreement will be computed without regard to Section 4 hereof which requires that the Municipality make funds available to the Bank for the payment of principal and interest on the fifteenth (15th) day of the month prior to each respective principal and interest payment date of the Bank Bonds. Notwithstanding the foregoing, the Municipal Bond shall bear interest at such rate or rates as shall be required for the Municipal Bond to comply with Section 601(2) of the Bond Resolution.

2. (a) The Municipality hereby acknowledges that the Bank has entered, or will enter, into a disbursing agent agreement with the Disbursing Agent for the deposit and disbursement of the proceeds of the Municipal Bond.

(b) Pending their disbursement, the proceeds of the Municipal Bond shall be held by the Disbursing Agent. From time to time the Municipality shall requisition from the Disbursing Agent portions of the Municipal Bond proceeds necessary to pay Project Costs. Such requisitions shall be made in the form attached hereto as Exhibit C. The Municipality shall certify to the Bank and to the Disbursing Agent the name(s) and the title(s) of the person(s) authorized to execute and submit such requisitions.

(c) Proceeds of the Municipal Bonds held by the Disbursing Agent shall be invested by the Disbursing Agent at the direction of the Municipality in accordance with the provisions of the Tax Certificate and consistent with the Investment Policy of the Bank.

(d) At the time of submission of the final requisition for Project Costs relating to the Project, including all retainage of Project Costs, the Municipality shall provide to the Disbursing Agent and the Bank a Completion Certificate, in accordance with the provisions of Section 2(e).

(e) The Municipality shall proceed with due diligence to complete the Project. Completion of the Project shall be evidenced by a certificate signed by the Municipality delivered to the Disbursing Agent and Bank stating that the Project has been substantially completed so as to permit efficient use in the operations of the Municipality and setting forth any Project Costs remaining to be paid from the Project Fund established with the Disbursing Agent.

3. The Municipality has duly adopted or will adopt, prior to the Bank's purchase of the Municipal Bond, all necessary resolutions and has taken or will take, prior to the Bank's purchase of the Municipal Bond, all proceedings required by law to enable it to enter into this Loan Agreement and issue its binding obligations to the Bank.

4. The Municipality shall make funds sufficient to pay interest as the same becomes due available to the Bank on the fifteenth (15th) day of the month prior to each Bank Bonds interest payment date. The Municipality shall make funds sufficient to pay the principal as the same matures (based upon the maturity schedule provided by and for

the Municipality and appended hereto as Exhibit A) available to the Bank on the fifteenth (15th) day of the month prior to each Bank Bond's principal payment date.

5. The Municipality is obligated to pay fees and charges to the Bank (hereinafter referred to as the "Fees and Charges") within thirty (30) days of demand by the Bank. Such Fees and Charges actually collected from the Municipality shall be in an amount sufficient, together with other monies available therefor, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof:

(a) To pay, as the same becomes due, the administrative expenses of the Bank;

(b) To pay an allocable share of financing costs incurred with respect to a series of Bank Bonds, including fees and expenses of the attorney or firm of attorneys of recognized standing in the field of municipal law selected by the Bank, trustees' and paying agents' fees and expenses, costs and expenses of financial consultants, underwriters or placement agencies, printing costs and expenses, the payment to any officers, departments, boards, agencies, divisions and commissions of the State of Vermont of any statement of cost and expense rendered to the Bank pursuant to Section 4556 of the Act, and all other financing and other miscellaneous costs.

(c) To pay an amount equal to a reasonable estimate of the interest that could have been earned by the Bank on any funds advanced by the Bank for the purposes described in 4(a) and 4(b) above, calculated at a rate equal to the highest rate on the Bank's unrestricted investments for the period during which such advances remain outstanding.

6. The Municipality is obligated to make the principal portion of the Municipal Bond payments scheduled by the Bank on an annual basis and is obligated to make the interest portion of the Municipal Bond payments on a semi-annual basis and to pay the Fees and Charges imposed by the Bank as set forth in Section 5 hereof.

7. The Bank shall not sell and the Municipality shall not redeem any part of the Municipal Bond prior to the date on which all outstanding bonds of the Bank issued with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of the Municipal Bond thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount, interest accrued to the redemption date and redemption premium, if any, needed to redeem a sufficient amount of Bank Bond to assure Bank compliance with Section 601(2) of the Bond Resolution and (ii) the costs and expenses of the Bank in effecting the redemption of the Bank Bond so to be redeemed, less the amount of monies available in the applicable sub-account or sub-accounts in the redemption account established by the Bond Resolution and available for withdrawal from the Reserve Fund and for application to the redemption of Bank Bonds so to be redeemed in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank.

In no event shall any such sale or redemption of the Municipal Bond be effected without the written agreement and consent of both parties hereto, which agreement shall specify the dollar amount to be paid by the Municipality.

8. Simultaneously with the delivery of the Municipality's Bond to the Bank, the Municipality shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things the unqualified approval of the Municipal Bond then being delivered to the Bank and that the Municipal Bond will constitute a valid and binding obligation of the Municipality.

9. The Municipality shall be obligated to inform in writing the Bank and the corporate trust office of the trustee for the Bank Bonds at least thirty (30) days prior to each June 1st and December 1st of the name of the official to whom invoices for the payment of interest and principal should be addressed.

10. Notwithstanding Paragraph 13 hereof, prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Municipality's Bond to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Municipality to the Bank in connection with its application for Bank assistance shall be incorrect or incomplete in any material respect.

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

11. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

12. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

13. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

14. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

15. (a) To the extent the Municipality does not qualify for an arbitrage rebate exception under Section 148 of the Code, the Municipality agrees to provide to the Bank such information and detailed records as is required, and not otherwise available from the Disbursing Agent, for the calculation by the Bank of the rebate requirement imposed by Section 148 of the Code which, in part, will require a determination of the difference between the actual aggregate earnings of all investments of Municipal Bonds proceeds and the amount of such earnings assuming a rate of return equal to the yield on the Municipal Bond.

(b) The Municipality shall cause the rebate amount to be computed in accordance with Section 148(f) and 6431(c) of the Code and shall reduce the rebate amount by taking into consideration the spending and other exceptions to the rebate requirement provided under Section 148(f) of the Code for which any of the gross proceeds of the Municipal Bond may qualify. The Municipality shall furnish the Bank with any and all such rebate calculations on or before the termination of the fifth bond year and each succeeding fifth bond year, the maturity date, and, if earlier, any redemption date of the Municipal Bond. The Municipality shall make any rebate payments to the Bank within 45 days of such calculation date.

(c) In the event the proceeds of the Municipal Bond are no longer expected to be expended for the purpose(s) for which they were issued, the Municipality shall endeavor to spend such proceeds within three years of the original issue date of the Municipal Bond or any prior obligation refunded by the Municipal Bond for lawful purposes which may be financed by tax-exempt bonds. Such substitute expenditure shall be reported promptly to the Bank and shall be accompanied by an opinion of bond counsel (as defined in the Bank's General Bond Resolution) certifying to the legality of such substitute expenditure and the continuing exclusion of interest paid and to be paid on the Municipal Bond for federal income tax purposes.

(d) The Municipality shall comply with and perform its undertakings set forth in its Tax Certificate executed coincident with the delivery of the Municipal Bond to the Bank, including Schedule D thereof (Municipal Bond Post-Issuance Compliance Procedures). The Municipality shall retain all records of expenditures for a period of not less than 3 years after the payment of the Bank Bond and furnish the Bank with any and all documents necessary upon its request in order to show the compliance of the Municipal Bond with the provisions of the Code and applicable regulations.

16. The Municipality agrees to provide to the Bank upon request such certifications and information as the Bank may reasonably request in order for the Bank to verify at any time the representations, expectations, procedures and covenants set forth in:

(a) The Municipality's Tax Certificate to be executed coincident with the delivery of the Municipal Bond to the Bank; and

(b) The Bank's Tax Certificate executed coincident with the delivery of the Bank Bonds to the purchaser(s) thereof.

17. Within thirty (30) days following a request by the Bank, or such shorter period as prescribed under Securities Exchange Commission Rule 15c2-12, the Municipality agrees to furnish the Bank with its most recent financial statements, explanatory notes and other financial and operating information as the Bank may request. In addition, the Municipality agrees to notify the Bank within ten (10) days of the occurrence of any notice event which has or may have an effect upon its financial condition or its ability to perform fully and timely any covenant, obligation or undertaking set forth in this Loan Agreement or the Municipal Bond. As used in this paragraph, a notice event is any one of the following:

(a) Actual or anticipated delinquency or default of payment of principal or of interest on the Municipal Bond or any other debt obligation of the Municipality;

(b) Any actual or anticipated default or breach on the part of the Municipality with respect to any term or provision of this Loan Agreement or like agreement to which the Municipality is a party;

(c) Unscheduled draws on debt service reserves which reflect financial difficulties for the Municipality;

(d) Unscheduled draws on any letter of credit, guarantee or similar credit enhancement which reflects financial difficulties for the Municipality;

(e) Substitution of any entity furnishing the Municipality with credit or liquidity enhancement, or the failure of such entity to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determination of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Municipal Bond, or other material events affecting the tax status of the Municipal Bond;

(g) Material modifications of the rights of any person owning a legal or beneficial interest in the Municipal Bond;

(h) The actual or contemplated call, redemption, refunding or defeasance of the Municipal Bond, or the sale, release or substitution of the improvements financed by the Municipal Bond;

(i) Any change in the credit rating of the Municipality;

- (j) Tender offers with respect to the Municipal Bond;
- (k) Bankruptcy, insolvency, receivership or similar event of the Municipality;
- (l) The merger, consolidation or acquisition of the Municipality;
- (m) The sale or transfer of all or substantially all of the assets of the Municipality, whether absolute or pursuant to a management or operating agreement, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (n) The sale or disposition of assets financed by the Municipal Bond, or a change of use thereof constituting “deliberate action” as defined in the Code; or
- (o) A change in the identity or name of the Municipal Bond trustee, or the appointment of a successor or additional trustee, if material.

For the purposes of the event identified in subparagraph (k), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

18. The Municipality acknowledges that information it has furnished the Bank and others will be relied upon in the public offering of Bank Bonds for sale. The Municipality represents that all information it has provided in connection with the Loan, the Municipal Bond, this Loan Agreement and all certifications, statements, representations and records identified or referred to therein are true, accurate and complete to the best of the knowledge of the Municipality and its officers. The Municipality further represents that it has disclosed to the Bank and others all information material to the Loan, and the public offering of Bank Bonds, and has not failed to disclose any information it deems material for such purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

VERMONT MUNICIPAL BOND BANK

Vermont Municipal Bond Bank
Executive Director

By: _____
Chairman

(SEAL)

Attest:

CITY OF MONTPELIER

City Clerk

By: _____
Its Mayor

(SEAL)

And by: _____
Its Treasurer

EXHIBIT A-1 (SEWER)

MATURITY SCHEDULE

CITY OF MONTPELIER

<u>Municipality's Bonds Due November 15</u>	<u>Principal Amount</u>
2013	-0-
2014	33,500
2015	33,500
2016	33,500
2017	33,500
2018	33,500
2019	33,500
2020	33,500
2021	33,500
2022	33,500
2023	33,500
2024	33,500
2025	33,500
2026	33,500
2027	33,500
2028	33,500
2029	33,500
2030	33,500
2031	33,500
2032	33,500
2033	33,500
2034	33,500
2035	-0-
2036	-0-
2037	-0-
2038	-0-
2039	-0-
2040	-0-
2041	-0-
2042	-0-
2043	-0-
Total:	\$670,000

EXHIBIT A-2 (SCHOOL)

MATURITY SCHEDULE

CITY OF MONTPELIER

<u>Municipality's Bonds Due November 15</u>	<u>Principal Amount</u>
2013	-0-
2014	115,000
2015	115,000
2016	115,000
2017	115,000
2018	115,000
2019	115,000
2020	115,000
2021	115,000
2022	115,000
2023	115,000
2024	115,000
2025	115,000
2026	115,000
2027	115,000
2028	115,000
2029	115,000
2030	115,000
2031	115,000
2032	115,000
2033	115,000
2034	-0-
2035	-0-
2036	-0-
2037	-0-
2038	-0-
2039	-0-
2040	-0-
2041	-0-
2042	-0-
2043	-0-
Total:	\$2,300,000

EXHIBIT A-3 (STREETS)

MATURITY SCHEDULE

CITY OF MONTPELIER

<u>Municipality's Bonds Due November 15</u>	<u>Principal Amount</u>
2013	-0-
2014	35,500
2015	35,500
2016	35,500
2017	35,500
2018	35,500
2019	35,500
2020	35,500
2021	35,500
2022	35,500
2023	35,500
2024	35,500
2025	35,500
2026	35,500
2027	35,500
2028	35,500
2029	35,500
2030	35,500
2031	35,500
2032	35,500
2033	35,500
2034	-0-
2035	-0-
2036	-0-
2037	-0-
2038	-0-
2039	-0-
2040	-0-
2041	-0-
2042	-0-
2043	-0-
Total:	\$710,000

No. R-1 UNITED STATES OF AMERICA \$3,680,000
STATE OF VERMONT
CITY OF MONTPELIER
GENERAL OBLIGATION BOND

The City of Montpelier (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the sum of Three Million Six Hundred Eighty Thousand Dollars (\$3,680,000) in installments on November 15 of each year as set forth below, with interest on each installment at the rate per annum set forth below opposite the year in which the installment becomes due:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013	\$-0-	%	2029	\$184,000	%
2014	\$150,500	%	2030	\$184,000	%
2015	\$184,000	%	2031	\$184,000	%
2016	\$184,000	%	2032	\$184,000	%
2017	\$184,000	%	2033	\$184,000	%
2018	\$184,000	%	2034	\$33,500	%
2019	\$184,000	%	2035	\$-0-	%
2020	\$184,000	%	2036	\$-0-	%
2021	\$184,000	%	2037	\$-0-	%
2022	\$184,000	%	2038	\$-0-	%
2023	\$184,000	%	2039	\$-0-	%
2024	\$184,000	%	2040	\$-0-	%
2025	\$184,000	%	2041	\$-0-	%
2026	\$184,000	%	2042	\$-0-	%
2027	\$184,000	%	2043	\$-0-	%
2028	\$184,000	%			

The interest rate of each installment shall run from the date of the original delivery of this Bond to the Vermont Municipal Bond Bank and payment therefor and until payment of each installment and such interest shall be payable semi-annually on November 15 and May 15 of each year. Both principal and interest on this Bond are payable in lawful money of the United States at U.S. Bank, N.A., in the City of Everett, State of Massachusetts, or at its successor as Trustee under the General Bond Resolution of the Vermont Municipal Bond Bank. Final payment of the interest and principal of this Bond shall be made upon surrender of this Bond for cancellation at the bank or trust company at which this Bond is then payable.

This Bond is issued by the Municipality for the purpose of financing public sewer, highway and school building improvements under and by virtue of No. 166 of the Acts of 1894, as amended, Vermont Statutes Annotated, the vote of its legal voters duly passed on March 5, 2013, and resolutions duly adopted by its City Council.

This Bond is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and its Treasurer and its seal (if it has a seal) to be affixed hereto as of July 1, 2013. (Absence of a seal hereon means that the Municipality has no seal and no seal is required.)

CITY OF MONTPELIER

By: _____
Its Mayor

And by: _____
Its Treasurer



Montpelier City Counsel / City Manager
39 Main Street
Montpelier, Vermont 05602

4-29-2013

City Counsel/Manager,

National Life Group would like to pave their existing parking lots, drives, and the driveways of Hopkins House, 22, 24, and 27 Mountain View this summer. Work to consist of cold planning at a depth of 2 1/2" and repaving with 1" shim course and 1 1/2" mix of wearing course. Line striping the entire area as it is currently marked. . If approved by the City Counsel of Montpelier, all work will be performed at night Sunday through Thursday from 6 P.M. to 6 A.M.

Please do not hesitate to call or E-mail me if you have any questions.

Thanks,

Fred Barnett

Director Facility Operations
Facility Management
National Life Group
One National Life Drive
Mailstop - M105
Montpelier, VT 05604

Work: 802-229-3441 **Cell:** 802-
249-1781 **Email:**
fbarnett@nationallifegroup.com

From: Sandy Pitonyak [<mailto:SPitonyak@montpelier-vt.org>]
Sent: Monday, April 29, 2013 3:28 PM
To: Barnett, Fred
Subject: RE: National Life Paving Project Summer 2013

Wow ... now that I read your letter, I/we have concerns, Fred. I am attaching the NOISE ORDINANCE. As you'll see, specifically Sec. 11-1005. VARIANCES outlines that you'll need to notify neighbors within 250 feet of the work area ten (10) days prior to Council action on this request.

I guess I misunderstood in thinking that this work was going to take place in the parking lot of your main building and maybe across the road where your new parking lot is; didn't realize that you **are** going to be pretty close to some neighbors in that area. Sunday through Thursday includes quite a few nights as well.

Anyway, as a result of talking with the City Manager, we feel that you need to cross all t's and dot all i's on this one. We'll allow you the time to follow the steps in the ordinance, and we'll put your request on the May 22nd Council agenda if that still works for you.

You, or a rep, can come to this office (we share space with the Assessor's Office), and get the names and addresses of those homeowners in that 250 foot radius. Call if you have further questions. Thank you, Fred.

Sandy
223-9502

Sandy Pitonyak

From: Barnett, Fred [FBarnett@nationallifegroup.com]
Sent: Friday, May 03, 2013 10:36 AM
To: Sandy Pitonyak
Cc: Barnett, Fred
Subject: RE: National Life Paving Project Summer 2013
Attachments: Steven Cook Paving 2013 NLG.doc; Daniel Mureta Paving 2013 NLG.doc; Karnas Catherine and Brian Lane Paving 2013 NLG.doc; Peter and Jing Stangel Paving 2013 NLG.doc; Thomas Babic Paving 2013 NLG.doc; Ruth Hayes Paving 2013 NLG.doc; Creig Mccheer Paving 2013 NLG.doc

Good Morning Sandy,

I am snail mailing these notifications out today and I plan to hand deliver a copy as well.

Could you please let me know if there is any other requirements needed for the variance to noise ordinance?

Do I need any other permits for paving?

Thanks and enjoy the great weather today!

FB



National Life
Group®

Steven Cook
34 Mountain View
Montpelier, Vermont 05602

5-5-2013

National Life Group has applied to the City Council of Montpelier for a variance to the Noise Ordinance. Variances outlines that National Life Group must notify neighbors within 250 feet of work area 10 days prior to Council action on this request.

National Life Group would like to pave their existing parking lots, drives, and the driveways of Hopkins House, 22, 24, and 27 Mountain View this summer. Work to consist of cold planning at a depth of 2 1/2" and repaving with 1" shim course and 1 1/2" mix of wearing course. Line striping the entire area as it is currently marked. . If approved by the City Counsel of Montpelier, all work will be performed at night Sunday through Thursday from 6 P.M. to 6 A.M.

Please do not hesitate to call or E-mail me if you have any questions.

Thanks,

Fred Barnett

Director Facility Operations

Facility Management

**National Life
Group**

One National Life Drive
Mailstop - M105
Montpelier, VT 05604

Work: 802-229-3441 **Cell:** 802-

249-1781 **Email:**

fbarnett@nationallifegroup.com

CC: Sandy Pitonyak
City Manager's Office

Steven Cook
34 Mountainview Street
Montpelier, Vermont 05602

Daniel Mureta
18 Mountainview Street
Montpelier, VT 05602

Jacob Feldman and Ena Backus
16 Mountainview Street
Montpelier, Vermont 05602

Peter and Jing Stangel
7 Meadow Lane
Montpelier, Vermont 05602

Thomas Babic
9 Meadow Lane
Montpelier, Vermont 05602

Ruth Hayes
11 Meadow Lane
Montpelier, Vermont 05602

Creig Mcheer
75 Grand Street
Apt. 4E
New York, NY 10013

Property: 42 Mountainview Street
Montpelier, Vermont 05602

Sandy Pitonyak

From: Barnett, Fred [FBarnett@nationallifegroup.com]
Sent: Monday, May 06, 2013 1:52 PM
To: Sandy Pitonyak
Cc: Barnett, Fred
Subject: FW: Proposed paving project

Hi Sandy,

Steve Cook's comment.

Thanks, FB

From: Steven Cook [mailto:steve_cook@live.com]
Sent: Monday, May 06, 2013 1:30 PM
To: Barnett, Fred
Subject: Proposed paving project

Dear Mr. Barnett,

I want to thank you for both the mailed and hand delivered notice regarding the proposal of the upcoming paving project at National Life. As tenant of the property I can understand the need. I do however have some concerns.

Due to my properties close proximity to the National Life complex and the proposed paving project I am certain that there will be some impacts on our household due to this project. You are most likely not aware that we have 5 children in our household and the children's rooms face National Life and the adjoining property at Kids Country daycare which is also included in overnight paving project. The noise level during the evening hours during that time frame will be a problem for our 3 and 4 year old children. I can assure you that sound carries on top of the hill. In the winter months I can hear the biomass plant humming from within the walls of my home with windows closed and storms on. During the summer months with windows open and children sleeping I am very concerned that this project is going to be a very big problem for our household.

What I don't see on your notice is when this proposed project will start and when it will end. If you can share more details regarding the length of this project I would greatly appreciate it.

As I am sure you can appreciate my family and I work all year to enjoy the summer evenings in our backyard at the end of the day. That is the time when my children ride their bikes on Mountainview Street, that is the time that we eat dinner on our backyard patio, that is the time when we put our children to rest. In short, this is not a welcome notice for my neighborhood. I understand that paving is needed on the complex and I am willing to live with the inconvenience of paving during the day, however I am not at this time in support of overnight paving.

I am happy to discuss this in person or via a phone conversation,

Sincerely

Steven Cook

STEVEN COOK

802-552-8233

34 Mountainview St.

Montpelier, VT 05602

Sandy Pitonyak

From: Barnett, Fred [FBarnett@nationallifegroup.com]
Sent: Friday, May 24, 2013 12:28 PM
To: Sandy Pitonyak
Subject: RE: National Life Paving Project Summer 2013

No problem.

June 12th works for me.

Also, Tim Shea and I plan to meet with Steve.

Thanks, FB

From: Sandy Pitonyak [mailto:SPitonyak@montpelier-vt.org]
Sent: Friday, May 24, 2013 12:25 PM
To: Barnett, Fred
Subject: RE: National Life Paving Project Summer 2013

I left a message on your cell earlier. If I make sure I get this on the June 12th agenda for Council consideration, will that work? Again, I am so sorry for dropping this one.

From: Barnett, Fred [mailto:FBarnett@nationallifegroup.com]
Sent: Friday, May 24, 2013 12:24 PM
To: Sandy Pitonyak
Subject: RE: National Life Paving Project Summer 2013

Hi Sandy,

We would like to start work around the second week of July. Depending on the weather, we should be done in 3 weeks.

Yes, this is the only response I have receive to date.

Thanks,

FB

Proposed revisions to the Sewer Ordinance

- (2) The capacity reserved under Section (a)(1) is deemed to be a committed reserve for actual or potential connections to PLANT and SEWERS by property within the original Montpelier design service area within the city limits. All private sewer lines, mains and systems within the original Montpelier design service area within the city limits shall be connected to PLANT and SEWERS.
- (3) The Board of Sewer Commissioners is authorized, but not required, to grant connections to PLANT or SEWERS to or for the benefit of property outside of the Montpelier City limits. Applications shall be considered by the Board of Sewer Commissioners in the order in which applications for connection permits are made; provided, however, that the grant of any such connection permit shall comply with all then existing agreements with other municipalities and shall be subject to all of the following conditions:
 - (a) All such connection permits shall be granted only to municipalities, upon application from the municipality, which shall include a description satisfactory to the City of the properties and uses to be served by the connection applied for.
 - (b) All such property outside of the city limits to be served by the connection shall be located within a "growth area", as referred to in 24 V.S.A., Sec. 4302, so designated in the duly adopted plan of the municipality applying for the connection.
 - (c) All such connection permits shall provide for, and their exercise shall be conditioned upon, the applicant's payment to the City prior to connection of all costs of improvements, replacements, or enlargements of this PLANT or SEWERS found by the City to be necessary to effect such connection.
 - (d) All such connection permits shall provide for, and their exercise shall be conditioned upon, the receipt by the City from the applicant municipality, in the event that property within the city limits is at any time assessed for current or future improvements, replacements or enlargements of the PLANT or SEWERS, of such amounts as would have been assessed on those properties located outside the city limits which are or will be served by the connection, as if said properties were located within the city limits.
 - (e) All such connection permits shall provide for, and their exercise shall be conditioned upon, the applicant's payment to the City pursuant to a formula contained in the permit of all costs and impacts to the City, as a whole, resulting directly or indirectly from the development of the properties or expansion of the users to be served by the connection applied for.

Sec. 3-411. WATER & SEWER BENEFIT CHARGE.

Formatted: Highlight

- (a) The City Council determines that the water treatment and sewage disposal systems ~~is are~~ of general benefit to the municipality and will utilize the assessed value of property, as determined by the City Assessor on April 1 of the billing year, to pay for capital improvements and/or expansion of the systems.
- (b) The owner of any tenement, house, building or lot shall be liable for the Sewage Benefit charge, including exempt properties, and excepting only those buildings regularly established and maintained for religious worship, cemeteries, and those properties owned by the City of Montpelier and the United States Government for governmental purposes, which exemption shall apply only to that portion of the charge based on general benefit.

(c) The Treasurer of the City of Montpelier shall bill each property owner on or before July 15 of each year for the Water and Sewer Benefit charge. This charge shall be due and payable by August 15, and if not paid by August 15, the charge shall be forwarded to the Tax Collector for collection with a penalty and interest included, as specified in Section 3-409.

Sec. 3-412. EFFECTIVE DATE.

This ordinance shall become effective at midnight, July 1, 1990. To the extent that any provision herein shall be inconsistent with or contrary to any provisions of Chapter 3, Article IV of the Ordinances of the City of Montpelier, adopted November 25, 1970, and amended through February 7, 1990, then the provisions of this ordinance shall prevail.

Sec. 3-413. SEWER SEPARATION BENEFIT CHARGE.

(a) The City Council determines that the separation of storm drainage from sanitary sewer lines is both beneficial to the sewage disposal system of the City and is of general benefit to the municipality. The City Council further determines that the assessed value of property, as determined by the City Assessor on April 1 of the billing year, will be utilized to pay for the necessary capital improvements to effect such a separation.

(b) The owner of any tenement, house, building or lot shall be liable for the Sewer Separation Benefit charge, including exempt properties, and excepting only those buildings regularly established and maintained for religious worship, cemeteries, and those properties owned by the City of Montpelier and the United States Government for governmental purposes, which exemption shall apply only to that portion of the charge based on general benefit.

(c) The City shall bill each property owner on or before July 15 of each year for the Sewer Separation Benefit charge. This charge shall be due and payable by August 15, and if not paid by August 15, the charge shall be forwarded to the Delinquent Tax Collector for collection with a penalty and interest included, as specified in Section 3-409.

Sec's. 3-414 to 3-499. Reserved.

Enacted November 25, 1970.

Amendment enacted August 23, 1972 [Sec. 3-408(b)].

Amendment enacted October 24, 1979 [Sec. 3-404(j) added]. Date of Publication: 10/31/79. Effective Date: 12/15/79.

Amendment enacted February 25, 1981 [Sec. 3-401 addition to definitions; Sec. 3-402 (b); Sec. 3-404(a);

Sec. 3-404(f); Sec. 3-404(g); Sec. 3-405(c), delete (c)(1) and addition to end of Section; Sec. 3-405(f), addition of (f)(1) and (f)(2); Sec. 3-405(h); Sec. 3-405(j); and Sec. 3-405, addition of (k)]. Date of Publication: 3/04/81. Effective Date: 3/11/81.

Amendment enacted January 24, 1990 [Sec. 3-409 added]. Date of Publication: 2/01/90. Effective Date: 2/07/90.

Amendment enacted June 27, 1990 [Article rewritten]. Date of Publication: 7/09/90. Effective Date: 7/16/90.

Amendment enacted June 14, 1995 [Sec. 3-413, Sewer Separation Benefit Charge, added]. Date of Publication: 6/26/95. Effective Date: 7/20/95.

Amendment enacted October 27, 2010 [Sec. 3-404(b) and (d) rewritten]. Date of Publication: 11/11/10. Effective Date: 11/17/10.



Montpelier Alive

• ENRICHING A VIBRANT DOWNTOWN •

BOARD OF DIRECTORS

Greg Guyette, President
Kiosko/G3

Shawn Bryan, Past President, Treasurer
Bryan Business Solutions

Andrew Brewer, Vice President
Onion River Sports

Claire Benedict, Secretary
Bear Pond Books

Jon Anderson
Burak, Anderson & Melloni

Justin Bourgeois
Community National Bank

Pinky Clark
Delish and Thinkin' Pink

Gregg Gossens
Gossens Bachman Architects

Rob Hitzig
Community Member

Andy Hooper
Montpelier City Council

Sarah Jarvis
Goddard College

Bill Kaplan
Vermont College of Fine Arts

Edmar Mendizabal
Community Member

Peter Ricker
Denis, Ricker & Brown Insurance

Ali Sarafzade
Community Member

Linn Perkins Syz
Community Member

39 Main Street
Montpelier, VT 05602
director@montpelieralive.org
(802) 223-9604
www.MontpelierAlive.org

May 24, 2013

To Montpelier City Council

From: Montpelier Alive Design Committee: Paul Carnahan, Chair
Jason Cheney, Gregg Gossens, Steve Frey, Rob Hitzig, Andrew Keller

Dear City Councilors,

Parklets are an exciting recent development in the urban planning field. Typically consisting of a platform built on the pavement to extend the sidewalk space, parklets typically feature tables, chairs, planters, and other amenities. Although parklets have not yet been tried in Vermont, they are features of the urban landscape in eastern cities such as Montreal and Philadelphia, not to mention California cities. Parklets in Montpelier could enhance the pedestrian experience and underscore the city's commitment to creating a walkable city. The attached document spells out some of the benefits of parklets.

The Montpelier Alive Design Committee requests that the City Council set aside four parking spaces this summer and next for a pilot project to include parklets in our downtown. We have developed and attached a document that outlines how this pilot project would work. Basically, business organizations that wish to build a parklet would apply to Montpelier Alive for permission to occupy one or more of the four parking places set aside by the City Council for this purpose.

The parklet would have to meet the design criteria set out in the attached "Pilot Project" document and could be installed from April 15 until October 20 in the two years of the pilot project. The Public Works and Police Departments would have to approve the design and location of each parklet. Parklet owners would be responsible for the construction, maintenance, insurance, and removal of their parklets.

Parklets could be used as an accessory space for nearby businesses but could not function as a stand-alone place of business. If a sidewalk vendor wished to apply for a parklet, he or she would have to first receive permission for a sidewalk retail cart. Businesses outside of the downtown could not establish a presence in the downtown by use of a parklet. Non-profits and civic organizations could set up parklets as long as they adhere to the established design standards.

These standards were developed over a period of eight months. We first drew on standards used by other cities, especially a document created for use in Oakland, California. We then altered it to reflect conditions in Montpelier. We have gathered input from the city council, Montpelier Business Association, city staff, and the city's design boards.

We hope that you will approve this exciting project. If you have questions, please do not hesitate to contact us at director@montpelieralive.org.

Sincerely,

Montpelier Alive Design Committee

Montpelier Alive is a 501(c)(3) nonprofit organization as determined by the Internal Revenue Service. Gifts are tax-deductible to the extent allowed by law.



Montpelier Alive

• ENRICHING A VIBRANT DOWNTOWN •

Montpelier Downtown Parklets

Pilot Project, 2013

Summary

This document sets forth standards and processes through which interested parties can create parklets in downtown Montpelier during the next two years.

What Are Parklets?

A parklet is the temporary use of space in the dedicated public right-of-way (primarily in parking spaces) for public and private use, primarily as additional seating areas for retail patrons, citizens and visitors. Parklets are privately constructed and maintained for customers or the general public. Parklets will be located in the Designated Downtown during the pilot project.

Parklets have been used in major North American cities such as Montreal, San Francisco and Philadelphia with great success. Montpelier Alive proposes to assist downtown businesses and non-profits in creating parklets that are appropriate to our downtown and that enhance the pedestrian experience of being downtown.

What can be put on a Parklet?

Parklets may feature:

- Tables and chairs
- Benches
- Planters and landscaping features
- Art Work
- Bike Racks

While other features may be acceptable, the goal of these spaces is to enhance the pedestrian experience downtown by providing places for activities on the commercial streets of the city. Parklets may be restricted to use by patrons of a particular establishment or group of cooperating businesses, or may be open to the general public

for their enjoyment. Parklets may be used as an accessory space for a nearby business but they may not be used as a stand-alone place of business.¹

For more information about parklets and photographs of parklets in different cities, see *Reclaiming the Right of Way: A Toolkit for Creating and Implementing Parklets* from the Luskin School of Public Affairs at UCLA:

<http://www.its.ucla.edu/research/parklettoolkit.pdf>.

Who Can Install a Parklet?

Storefront business owners, upper floor business owners; non-profits and community-based organizations may apply for permission to install a parklet. Other applicants may be considered on a case-by-case basis.

Why a Pilot Program?

While new to Montpelier, parklets have been successful in other cities around the world for many years. A pilot program will allow us to establish future regulations and procedures that work best for Montpelier. Parklets that use up to four parking places will be selected during the two-year pilot project. They will be permitted for three years unless the permitting body deems that they should be removed for failure to comply with the guidelines below or if safety issues have arisen.

What is the Application Process?

Applicants must submit a completed application form and plans to Montpelier Alive by a date determined by the organization. Montpelier Alive, with input from city officials, will select projects that consume up to a total of four parking places to be constructed during the summer of 2013. The Public Works Department and Police Department must approve the construction and location of the parklets.

Are there Fees?

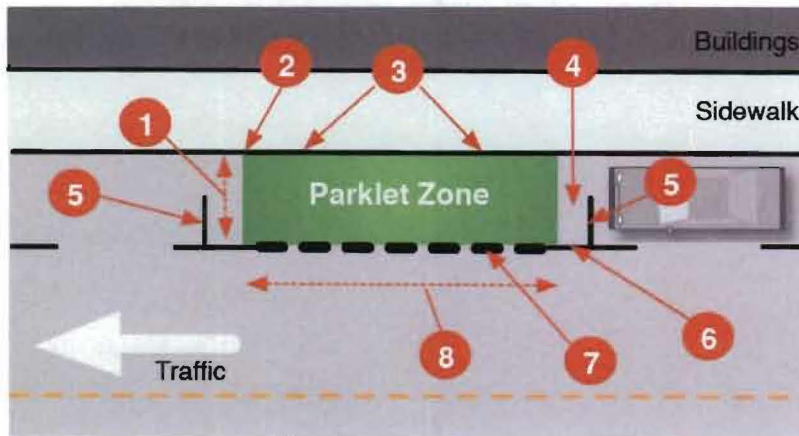
The application fee is \$50.00. The seasonal meter fee is \$810.00 per parking space (\$30/week for 27 weeks). This fee is based on lost parking revenue for the city.

Design and Placement Guidelines (as shown on diagram below)

1. Maximum of 7-foot width.
2. Maintain paths of water drainage from center line of road to curb, and along the curb.
3. Finished surface of parklet floor to be flush with curb, 1/2" gap max.
4. 4' distance from parklet to wheel stop.
5. 3' Wheel stop installed 1' from curb.
6. Reflective soft hit posts at each corner of the parklet-occupied parking space.
7. Protected outside edge with MUTCD-compliant object markers.

¹ Businesses that wish to initiate a retail operation on the street must follow the city's vendor license ordinance.

8. Generally 1 or 2 parking spots per parklet. The length of the parklet will depend on the length of the space being occupied, less 4' at each end adjacent to a parking space.



Additional Guidelines

1. Parklet must have barrier to entrance and egress along three sides. Side toward sidewalk can be open for the entire length or have an entryway. Railings should be constructed of safe, durable materials.
2. Floor of the parklet should be at the same level for its entire area.
3. Each parklet must include planters. Ideally, they should be incorporated into the design of the railings
4. Furniture should be sturdy, durable, and designed for the outdoors. Unsecured furniture is not permitted after business hours.
5. No sound amplification system.
6. No advertising on the terrace is allowed.
7. Umbrellas must not extend past the parklet, must not affect visibility of signage, and must be secured to withstand wind stresses.
8. Structural elements and decorations must not extend beyond the footprint of the parklet.
9. Parklet may not be installed before April 15 and must be removed by October 20.
10. Smoking on parklets is prohibited.
11. Parklets adjacent to corners or alleyways must be set back enough to maintain sight lines for cars entering the main flow of traffic using practices commonly used by the Department of Public Works.
12. Parklet must be ADA compliant.
13. If the applicant desires to install lights, or has other power needs, plans must be presented at the time of application. An additional fee may be incurred to pay for city electricity.

How Will Montpelier Alive Evaluate Your Proposal?

1. Suitable Location

- The proposed location is in the central business district (Designated Downtown).

2. Community Support

- We ask that you inform your immediate adjacent neighbors of your plans.
- You may seek advice from the Montpelier Alive Design Committee before submitting your application.

3. Clear and Well-Thought Out Design

- Parklet meets the goals of this project to increase the vibrancy and pedestrian friendliness of downtown.
- Materials can easily be maintained, installed, and removed if necessary.
- Design is attractive and durable.

4. Technical Compliance

- Compliance with "Design and Placement Guidelines" above.
- Compliance with "Additional guidelines" above.
- Review by Department of Public Works and Police Department.

Maintenance

If your project is selected, you will be required to provide daily maintenance of the parklet. You will be required to sign a maintenance agreement, to keep all plants in good health, and to keep the parklet free of debris and grime. The surface must be maintained adequately. Unsecured furniture is not permitted after business hours.

Liability

Applicants must provide evidence of liability insurance for a minimum coverage of \$1,000,000, naming the City of Montpelier as additional insured. The insurance coverage must be in force for the duration of the permit. Most businesses already carry this insurance. Please check with your provider.

*This document adapted from one originally prepared by
Community and Economic Development Agency, City of Oakland, California,
and from guidelines established by the City of Montreal, Quebec.*



Montpelier Alive

• ENRICHING A VIBRANT DOWNTOWN •

Montpelier Alive Design Committee

Parklet Informational Meeting April 15, 2013

Parklets, (def):

(1) "the low-cost conversion of small and underutilized residual spaces originally devoted to cars into spaces for the passive or active recreation of people. Parklets are typically created by building a platform on the pavement to extend the sidewalk space, and retrofitting it with benches, planters, tables and chairs, umbrellas, and bike racks. In the case of active recreation parklets, exercise machines can be bolted to the platform."

(Reclaiming the Right-of-Way: A Toolkit for Implementing Parklets, UCLA Luskin School of Public Affairs, Sept. 2012)

(2) a model for quick, affordable and tailored responses to urban needs, one "that encourages experimentation, iteration and adaptation." *(Reclaiming the Right-of-Way: A Toolkit for Implementing Parklets, UCLA Luskin School of Public Affairs, Sept. 2012)*

OVERALL GOALS

- To re-imagine the potential of streets
 - As rooms for pedestrian activities
 - As spaces for expressing community identity
 - As paths for bicycles and cars
- To increase the perceived sense of community identity and character, for local citizens and visitors, through visual and social vitality
- To improve the street experience for pedestrians and bicyclists through more access and public spaces for activities and social opportunity
 - "During the trial period, the study found that weekday evening pedestrian traffic rose 37 percent with the addition of the parklet, and 13 percent overall. The average number of people sitting or standing increased 30 percent, and the average number of weekday visitors in that particular area almost doubled." *(San Francisco Divisadero Parklet Report 3-18-2010)*
- To improve retail sales through an increase of potential customers
 - Long Beach, CA Parklets:
 - "Today, the parklet on Fourth Street's Retro Row has helped Navarro generate 25 percent more business, hire more servers and cooks, put his business on the map, and has him seriously thinking about expanding to a second location, he said. *(Press-Telegram 1-20-2013)*
 - "Each business paid anywhere between \$18,000 to \$25,000 for the parklet, but it allowed them to add 18 to 20 more seats, enhancing seating by as much as one-third. Berlin owner Kerstin Kansteiner said she has seen business improve by 30 percent." *(Press-Telegram 1-20-2013)*
- To balance the relationships between pedestrian spaces, on-street parking and retail sales
 - "Despite the boon that increase in foot traffic posed to surrounding businesses, business owners in the area were evenly split on whether that trial parklet should become a permanent feature of the neighborhood. But the popularity of the concept, as evidenced by the number of businesses that have since submitted requests to the city to host a parklet indicate that the benefits have outweighed the loss of a parking over the long term." *(In San Francisco, Tiny Parks Pack In Big Benefits, earthtechling.com 8-2012)*
- To increase vehicular awareness of pedestrians and to moderate the speed of vehicular traffic, especially at pedestrian crossings

**CITY of MONTPELIER
DEPARTMENT of PUBLIC WORKS**

M E M O R A N D U M

TO: William J. Fraser, City Manager
FROM: Todd C. Law, PE, Director 
DATE: June 6, 2013
SUBJECT: Highway Pavement Markings Contract Award

On June 6, 2013, we opened the single bid received for Centerline and Sideline Pavement Markings for City streets. (Bids were mailed to four vendors.) After review, we recommend that the bid from L & D Safety Markings, Inc. of Barre, VT, in the amount of \$9,636, be accepted. \$14,000 is included in the FY14 budget for this purpose.

Attached is a bid tabulation. I request that you seek Council authorization on the next available Consent Agenda to sign the contract with L & D Safety Markings, Inc. of Berlin, VT, suggested wording as follows:

To accept the bid submitted by L & D Safety Markings, Inc., of Barre, VT, for Highway Pavement Markings on City streets, in the amount of \$9,636.00, based on estimated quantities, and authorize the City Manager to sign all contracts and other documents.

If you would like to review the bid from L & D, please feel free to request the file from our office.

attachment
c: Brian Tuttle, Streets Supervisor

Bid Opening: June 6, 2013

Appropriation #105100.56
FY14 Budget: \$14,000

6/6/2013



City of Montpelier, Vermont

TO: City Council Members
William Fraser, City Manager

FROM: Sandy Gallup, Finance Director

DATE: June 6, 2013

SUBJECT: Resolution to Commit Funds as of June 30, 2013

The City of Montpelier adopted a Fund Balance Policy in October, 2011 that implements the new GASB 54 standards for governmental fund balance reporting and governmental fund type definitions. This new fund balance policy requires the passage of a resolution prior to June 30th each fiscal year that states the amount and the purpose of committed fund balances. If the actual amount of the commitment is not available by June 30th, the resolution must state the process or formula necessary to calculate the actual amount.

For most of the reserve funds included in the Resolution, the actual amounts to be set aside are not known at this time. There may be additional financial transactions before June 30th.

All but one of the 15 listed "reserve accounts" were on the list of committed accounts last year. (Note: Last year's Committed and Assigned Funds are listed on Page 42 and 43 of the June 30, 2012 Audit Report- see attached). **The City Manager requests that the City Council create a new reserve account for FY14 by setting aside (committing) \$250,000 of the Unrestricted General Fund Balance to a Capital Improvement Project Contingency Fund. The purpose of the reserve account will be to provide additional funds to capital projects in the event that they experience unexpected cost overruns. This is a one-year contingency account. If the funds are not drawn down (used) in FY14, they will return to the unrestricted fund balance for FY15.**

Note: The Unrestricted General Fund balance as of June 30, 2012 was \$964,141. We approved using \$74,500 of the fund balance to reduce the property taxes for FY13. This leaves \$889,641 in Unrestricted Fund Balance as of June 30, 2013. I expect this number to increase due to savings in salaries and DPW Street Supplies in FY13. The amount of the increase will not be known until the City audit is completed in December.

This resolution is a fiscal control procedure that is required by the Governmental Accounting Standards Board. Please let me know if you have any questions regarding this new procedure, our fund balance policy or the individual funds that we are proposing to set aside. This will be an item on the consent agenda for the June 12th Council meeting.

By approving this resolution, these funds will be set aside for their specific purpose and reported in the June 30, 2013 audit report.

City of Montpelier RESOLUTION

WHEREAS, the City of Montpelier, in accordance with its Fund Balance Policy, has determined that certain amounts should be set aside for specific purposes and presented as Committed Fund Balances in the City's financial statements.

NOW THEREFORE, be it resolved that the following amounts are set aside as of June 30, 2013 for the purposes noted:

Unless otherwise noted, actual amounts of funds to set aside will be calculated using last year's balance plus FY13 allocations, plus FY13 revenue, less FY13 expenditures:

General Fund:

Fire Revenue Reserve for Fire/EMS equipment purchases

Conservation Commission Reserve, \$9,250 is committed for future Conservation Commission projects as requested by the Conservation Commission.

Health Reimbursement Arrangement Reserve \$59,700 for future HRA funding needs.

Community Development Fund:

Montpelier Business Loan Program loan activities,

Housing Preservation Grant Program for housing preservation activities

25/25 Loan/Loan write-offs activities

Unrestricted balance –Community Development for community development activities

Capital Projects & Equipment Fund:

Equipment Reserve for equipment purchases

Capital Projects Fund for future capital projects

Capital Projects Contingency Fund \$250,000 to provide additional funds to capital projects in FY14

Flood Mitigation-Phase II Project for flood mitigation study

Special Revenue Funds:

Montpelier Park Commission for park activities

Montpelier Events Fund for Montpelier events activities

Conservation Fund for conservation activities

Montpelier Housing Trust Fund for affordable housing activities

Approved and adopted at a regular meeting of the City Council of the City of Montpelier held on the ____ day of June, 2013.

ATTEST: _____
John Odum, City Clerk

CITY OF MONTPELIER, VERMONT
Notes to the Financial Statements
June 30, 2012

4. Detailed Notes on All Funds (continued)

4.I. Restricted, Committed and Assigned Fund Balances/Net Assets (continued)

The committed fund balances/net assets of the City as of June 30, 2012 consisted of the following:

	Balance June 30, 2012
Governmental Funds:	
Major Funds:	
General Fund:	
Committed for Fire Revenue Reserve	\$ 7,541
Committed for Conservation Commission	9,250
Committed for Health Reimbursement Arrangement	33,000
Committed for Equipment Reserve	171,219
Total General Fund	\$ 221,010
Community Development Fund:	
Committed for MBL Program	\$ 51,119
Committed for HPG Program	119,501
Committed for 25/25/ Loan write-offs	17,701
Committed for Community Development Program	24,044
Total Community Development Fund	\$ 212,365
Capital Projects Fund:	
Committed for Future Projects	\$ 233,850
Committed for Flood Mitigation-Phase II Project	342,445
Committed for Retaining Wall Projects	119,134
Total Capital Projects Fund	\$ 695,429
Other Governmental Funds:	
Special Revenue Funds:	
Committed for Montpelier Park Commission	\$ 7,781
Committed for Montpelier Events Fund	14,275
Committed for Conservation Fund	34,932
Committed for Montpelier Housing Trust Fund	43,394
Total Special Revenue Funds	\$ 100,382
Total Committed Fund Balances - Governmental Funds	\$ 1,229,186

(continued)

CITY OF MONTPELIER, VERMONT
Notes to the Financial Statements
June 30, 2012

4. Detailed Notes on All Funds (continued)

4.i. Restricted, Committed and Assigned Fund Balances/Net Assets

The restricted fund balances/net assets of the City as of June 30, 2012 consisted of the following:

	Balance
	June 30, 2012
Governmental Funds	
General Fund:	
Act 60 Reappraisal - State Statute	\$ 50,904
Records Restoration - State Statute	50,493
Park Impact Fees - State Statute	24,626
Drug Seizure	3,705
Total General Fund	\$ 129,728
Community Development Fund:	
Community Development Grant Funds	\$ 247,184
Total Community Development Fund	\$ 247,184
Capital Projects Fund:	
Traffic Impact Fees	\$ 10,050
Bond Proceeds	582,591
Total Capital Projects Fund	\$ 592,641
Other Governmental Funds:	
Special Revenue Funds:	
Montpelier Events Fund - Donations	\$ 5,001
Montpelier Events Fund - Grants	14,155
Total Montpelier Events Fund	\$ 19,156
Green Mount Cemetery	13,172
Montpelier Foundation - Donations	128,654
Total Special Revenue Funds	\$ 160,982
Permanent Funds:	
Hubbard Park Trust	\$ 14,620
Expendable Cemetery Trust	348,163
Total	\$ 362,783
Total Other Governmental Funds	\$ 523,765
Total Restricted Fund Balances - Governmental Funds	\$ 1,493,318

(continued)

SOVERNET FIBER CORP.

APPLICATION FOR PERMIT FOR CONDUIT LOCATIONS

Within the City of Montpelier

April 15, 2013 (Revised 6/3/12)

In compliance with Vermont State Statutes, Title 30, Chapter 71, Paragraph 2501, 2502, and 2503, Sovernet Fiber Corp. ("Sovernet") is submitting an application for a permit by the proper authority of your city.

Sovernet hereby requests permission to install and maintain underground conduits, with the wires and cables therein, in or under, the hereinafter named highways or intersecting public highways in said municipality as said Company may deem necessary for the purpose of providing communications services.

The locations and descriptions of the conduit locations for which permission is sought are as follows:

Sovernet Fiber Corp. Project: Location - Green Mountain Drive, as depicted on attached plans.

APPROXIMATELY two hundred (200) feet of conduit in the city right of way in and/or under Green Mountain Drive . Direct Bore to begin at edge of pavement near utility Pole # 922 and end at VT State Labor Building.

Work prints with the specific details of each installation are enclosed. The Project Manager, Izzy Flores, can be reached at 802-460-9139 if you have any questions. Thank you in advance for consideration of this request.

SOVERNET FIBER CORPORATION

BY: *Karen L. Kotecki*

Agent for Sovernet Fiber Corp.

Karen L. Kotecki
NorthLand Right of Way Services, LLC,
313 Abigail Drive
Colchester, Vermont 05446
(802) 654-7955

DECISION AND PERMIT

Upon the foregoing petition and it appearing that the public good so requires, it is hereby decided:

That Sovernet Fiber Corporation be and hereby is allowed to install and maintain underground conduits and manholes, with the wires and cables therein, in or under, the surface of the highways covered by the said petition or intersecting public highways as said Company may deem necessary for the purpose of providing communications services.

The approximate location of underground conduits is designated or defined as shown upon a plan marked Sovernet Fiber Optic Project, attached to and made a part of this order.

The foregoing decision is subject to the following conditions:

1. The conduits be constructed and maintained by Sovernet upon or under a highway, in such manner as not to interfere with repairs of such highway or the public convenience in traveling upon or using the same.
2. The conduits shall be of such material and construction and all work done in such manner as to be satisfactory to such municipal officers as may be appointed to the supervision of the work; and a plan showing the location of conduits constructed shall be filed with the City when the work is completed.
3. Said Company shall indemnify and save the City harmless against all damages, costs and expenses, whatsoever to which the City may be subjected in consequence of the acts of neglect of said Company its agents or servants or in any manner arising from the rights and privileges granted it by the said City.
4. Said Company shall comply with the requirements of existing by-laws and ordinances and such as may hereafter be adopted, governing the construction and maintenance of conduits and wires so far as the same are not inconsistent with the laws of the State of VERMONT.
5. This decision shall be recorded in the City Clerk's office, and shall be final.

Date: _____, 2013

On behalf of the City Council, City of Montpelier

Date: _____, 2013

This decision is recorded with the Records of the City of Montpelier Book _____, Page _____.

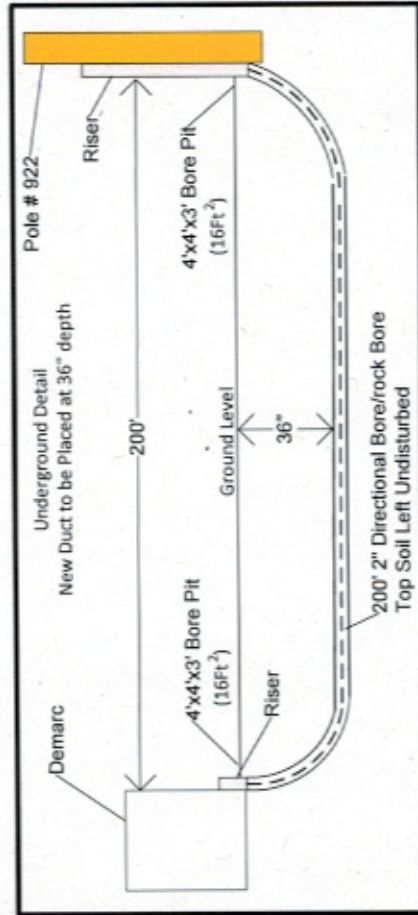
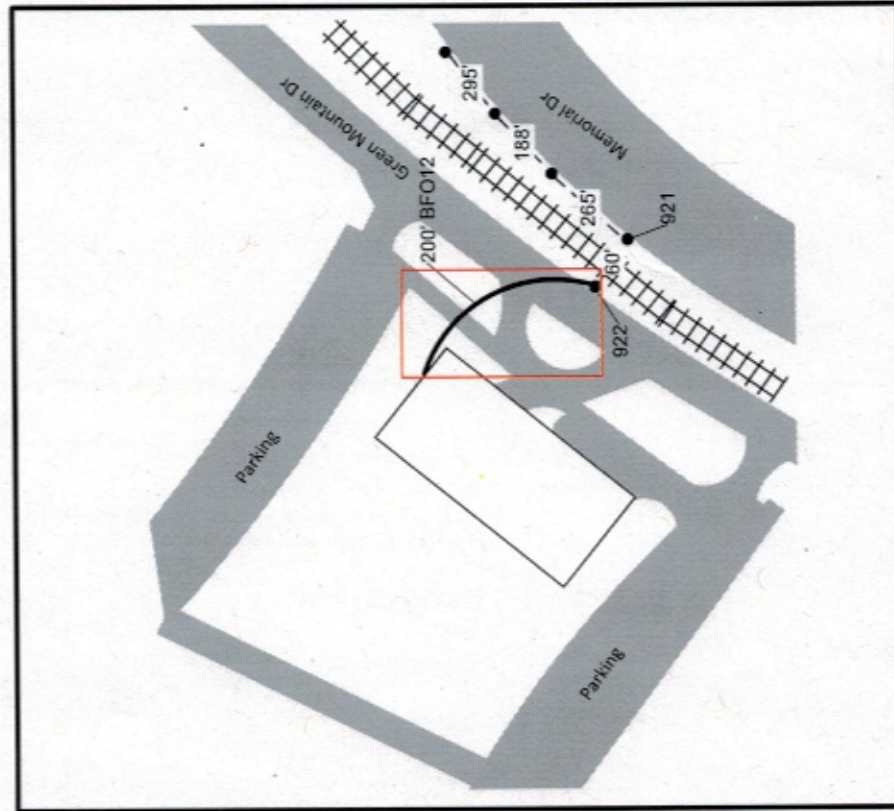
Attest:

_____, City Clerk

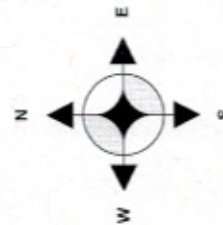
Sovernet Fiber Optic Project

DOL - 5 Green Mountain Drive, Montpelier, VT

PERMIT



Side Profile



AS STAKED FACILITIES DRAWING NOT TO SCALE									
WO:	WO00378-MTPLVT-SOV-Z01								
EXCHANGE:	DOL								
ROUTE:	Zone 1								
Staking Sheet	MONT-BARR Sheet B4-12								
STAKED BY:	SSA	DATE		DATE					
INSTALLED BY:									
AS BUILT BY:	SSA	DATE							
Contact:									
PROJECT:	Sovernet Fiber Optic Project								
ROUTE:	5 Green Mnt Dr, Montpelier, VT								
SHEET:	1	OF	1						

CITY OF MONTPELIER
BID RESULTS

June 5, 2013 11:00 AM

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

\$2,500,000 TAX ANTICIPATION NOTE:

Community National

Tax Anticipation Loan Rate 2.85% with Investment-Money Market Rate 3.45% (3.51% effective rate)

Line of Credit 1.15%

People's United Bank

Tax Anticipation Note Rate 1.29% with Investment-Now Account Rate 1.56% (actual 1.55%)

Line of Credit 1.35%

Merchants

Tax Anticipation Note Rate 2.8% with Investment Account Rate 3.46% (APY 3.52%)

Line of Credit 1.17%

\$2,000,000 BOND ANTICIPATION NOTE (DISTRICT HEAT):

Northfield Savings Bank

Bond Anticipation Line of Credit 1.5%

Community National

Bond Anticipation Loan Rate 2.85% with Investment-Money Market Rate 3.50% (3.56% effective rate)

Line of Credit 1.15%

People's United Bank

Bond Anticipation Note Rate 1.29% with Investment-Now Account Rate 1.56% (actual 1.55%)

Line of Credit 1.35%

Merchants

Bond Anticipation Note Rate 1.17% (Drawn down as needed by reimbursement request)



Note 1 of 1

\$2,500,000.00

City of Montpelier
DRAFT
TAX ANTICIPATION NOTE
1160100036

Montpelier, Vermont

July 1, 2013

On June 30, 2014 for value received, the City of Montpelier promises to pay to MERCHANTS BANK, or order, the principal sum of:

TWO MILLION, FIVE HUNDRED THOUSAND AND 00/100 DOLLARS
(\$2,500,000.00)

with interest at the rate of 2.80% per annum, calculated on the basis of an actual 365 day year from the date of original delivery of this note, with principal and interest payable in lawful money of the United States at the Main Office of Merchants Bank, in the City of South Burlington, Vermont. Principal and interest may be prepaid in whole or in part prior to the above maturity date.

This note is given for money borrowed in anticipation of the collection of taxes and other revenues for the fiscal year 2014, pursuant to a resolution adopted by the City Council of said City of Montpelier at a meeting thereof duly noticed, called and held on June 12, 2013.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have been done, have happened and have been performed in regular and due form as required by law and that the full faith and credit of the said City of Montpelier are hereby irrevocably pledged for the payment of this note.

City of Montpelier

Treasurer

City Council or a Majority Thereof

City of Montpelier
DRAFT
RESOLUTION
TAX ANTICIPATION BORROWING

WHEREAS, the City Council is authorized and empowered to borrow money on the credit of the City of Montpelier in anticipation of the receipt of revenues, including the collection of taxes, levied or to be levied for the purpose of funding an annual budget, the appropriations for which have been authorized by vote of the legal voters of the City of Montpelier at a duly warned meeting thereof held on March 5, 2013; and

WHEREAS, the said City Council finds it expedient and in the best interest of the City of Montpelier to borrow funds in anticipation of the collection of taxes and receipt of other revenues, for the year 2014; and

WHEREAS, the City Council has been and is now providing essential governmental services and funds are needed to meet expenses relating to the continued delivery of said services; and

WHEREAS, in order to have funds to meet expenses as aforesaid, the City Council has arranged to borrow \$2,500,000.00 from MERCHANTS BANK, with such borrowing evidenced by a promissory note as hereinafter set forth;

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

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

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

We, the undersigned City Council and Treasurer, hereby certify that we as such officers have signed a Tax Anticipation Note for \$2,500,000.00, dated July 1, 2013 and due June 30, 2014 with an interest rate of 2.80%, payable as therein set forth and further certify that the note is issued under and pursuant to this Resolution adopted at a duly noticed and warned meeting of the City Council of the City of Montpelier held on June 12, 2013.

We the said City Council and Treasurer of the City of Montpelier, hereby certify that we are the duly chosen, qualified and acting officers as undersigned, that the note is

issued pursuant to authority, that no proceeding relating thereto has been taken other than as shown in the foregoing recital, that no such authority or action has been amended or repealed, and that there is no litigation threatened or pending in any state or federal court of competent jurisdiction seeking to enjoin either the issuance of the above-described note or the expenditures being financed by the proceeds of the same.

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

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

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

1. The aggregate principal amount of said note does not exceed the maximum cumulative cash flow deficit of the City of Montpelier for the term of said note, from date of issue to and including date of maturity, as computed under Sections 103(c) and 148 of the Internal Revenue Code of 1986, as amended, or under the Regulations promulgated thereunder as 26 CFR 1.103-14(c). We further certify that the aggregate principal amount of said note does not exceed ninety percent (90%) of the taxes assessed by the City of Montpelier for the current fiscal year.

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

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

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

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

City of Montpelier

Treasurer

ATTEST:

Clerk

City Council or a Majority Thereof

DRAFT

City of Montpelier
DRAFT
TAX CERTIFICATE
TAX ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the City Council of the City of Montpelier, Vermont (the “Issuer”), hereby certify and represent as follows with respect to the \$2,500,000.00 Tax/Revenue Anticipation Note of the Issuer (the “Note”), which Note is dated July 1, 2013 and is payable as therein set forth:

1. The Issuer is issuing and delivering the Note simultaneously with the delivery of the Certificate.
2. We are the officers of the Issuer charged by law with the responsibility for issuing the Note.
3. The Note is being issued in anticipation of the collection and receipt of taxes levied and assessed for the current fiscal year, and the receipt of other revenues during such period.
4. The entire amount borrowed by the issuance of the Note, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed the total approved budget expenditures of the Issuer and is less than 90% of the taxes assessed or to be assessed for the current fiscal year.
5. Payment of the expenses financed by the Note is expected to proceed hereafter with due diligence and in accordance with the schedule of expenditures set forth on the attached Cash Flow Certificate.
6. The Note is not being issued to refund note(s) previously issued for the same purpose described in paragraph (3).
7. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.
8. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will be expended during the term of the Note for essential governmental purposes to the extent that such funds are not commingled for accounting purposes in the general funds of the Issuer with tax and other substantial operating revenues.
9. The Issuer has not created and does not expect to create or establish any

debt service fund, bond payment reserve, sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.

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

11. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.

12. No part of the proceeds derived from the issuance and sale of the Note nor the expenditures financed by the proceeds of the Note shall be:

- a. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as private activity bonds or arbitrage bonds, as those terms are defined under the Internal Revenue Code of 1986;
- b. Used directly or indirectly in a trade or business by any person other than the Issuer or another municipal entity;
- c. Loaned to any person directly or indirectly other than the Issuer;
- d. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;
- e. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;
- f. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.

13. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.

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

15. The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, if the manner of such payment, refunding or security, results in the Note being classified as a "private activity bond" or any "arbitrage bond" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986.

16. The proceeds of the Note will not be used in a manner that will cause the Note to be an "arbitrage bond" or "private activity bond" within the meaning of Sections 103(c), 141 and 148 of the Internal Revenue Code of 1986, and the Regulations promulgated

thereunder.

17. The aggregate principal amount of the note is not greater than the maximum anticipated cumulative cash flow deficit which has been computed in accordance with the Regulations promulgated under the Code Sections identified in paragraph (16) hereof, which computation is shown on the accompanying Cash Flow Certificate dated May 29, 2013.

18. The Note is declared to be a “qualified obligation” under Section 265 of the Internal Revenue Code.

This Certificate is executed and is being delivered pursuant to Section 1.148(b)(2)(i) of the Regulations promulgated under Section 148 of the Internal Revenue Code of 1986.

City of Montpelier

Treasurer

City Council or a Majority Thereof

**CITY of MONTPELIER
DEPARTMENT of PUBLIC WORKS**

M E M O R A N D U M

TO: William J. Fraser, ICMA-CM, City Manager
FROM: Todd C. Law, PE, Director *TL*
DATE: May 30, 2013
SUBJECT: Trash & Recycling Barrels Maintenance Contract Award

On May 30, 2013, we opened the single bid received for Trash & Recycling Barrels Maintenance for the Department of Public Works. Bid documents were sent to three vendors. The only bid was submitted by Lloyd Franks of Plainfield, VT, our current vendor, with whom we have had an excellent working relationship since 1993.

Based on estimated quantities, the estimated price per year as bid for disposal of trash and recycling at the DPW Garage is \$13,355.00, and for disposal at a landfill, \$45,660.00. The amount budgeted for this item in FY 2014 is \$16,000.

Attached is the bid tabulation. I request that you seek Council authorization on the next available Consent Agenda to sign the contract with Lloyd Franks, suggested wording as follows:

To accept the bid submitted by Lloyd Franks of Plainfield, Vermont, for Maintenance of Trash & Recycling Barrels for the Public Works Department, in the estimated annual amount of \$13,355.00, with the condition that all material collected be disposed of at the Public Works Garage, and to authorize the City Manager execute the contract documents.

If you have any questions, please do not hesitate to contact me.

attachment
c: Brian Tuttle, Street Supervisor



City of Montpelier, Vermont
"The Smallest Capital City in the United States"

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

FROM: Sandy Gallup, Finance Director

DATE: June 3, 2013

SUBJECT: Recommended Utility Rates (Water & Sewer) and Changes in the Sewer Benefit Charge for Fiscal Year 2014

Consideration of adopting the revised Water and Sewer Rate Resolution as recommended by the Water and Sewer Rate Committee.

Water and Sewer Rates:

At the May meeting the committee agreed to recommend increasing the annual Fixed Cost Charges for the Water users from \$144 to \$150 and increasing the annual Fixed Cost Charges for Sewer users from \$124 to \$125. They recommend that the metered use charges remain the same as FY13. These rates will be effective July 1, 2013 and will be used in calculating the water and sewer bills due December 15, 2013. Users will receive notice of these small increases in the water and sewer bills that will be going out in July.

The committee members agreed to set a goal of establishing a new rate structure with higher fixed rates based on "equivalent average user" calculations in the FY15 budget process.

WATER FUND:

Recommendation for Rates July 1, 2013

	<u>FY13 Rate</u>	<u>FY14 Proposed Rate (no change)</u>
Step 1 (first 50,000 gallons per qtr)	\$ 7.73	\$ 7.73
Step 2 (50,000-250,000 gallons per qtr)	8.21	8.21
Step 3 (over 250,000 gallons per qtr)	13.32	13.32

Fixed Cost Charge increases from \$144 to \$150 annually

Projected additional revenue: +\$18,000

Impact on Users: The annual impact of this rate increase on the average user will be an additional \$6.

SEWER FUND:

Recommendation for Rates for July 1, 2013:

No change in the Metered Rates of \$8.72/1000 gallon.

The Flat Rate (unmetered) will remain at \$172.50 per quarter. There are 38 unmetered users.

Increase the Fixed Cost Charge from \$124 to \$125 annually.

Projected additional revenue: +\$3000

Impact on Users: The annual impact of this rate increases on the average user will be an additional \$1.

Consideration of adopting a revision to the City Ordinance-Public Works Sec3-411 SEWER BENEFIT CHARGE

The Committee recommends changing the current \$.02 Sewer Benefit Charge to a combined Sewer and Water Benefit Charge and allow the City Council to allocate the proceeds of this fee between the Sewer and Water Funds based on capital projects & financial need.

Three documents: rate history worksheet, draft of Water and Sewer Rate Resolution and proposed revisions to the Sewer Ordinance are attached.

CITY OF MONTEPELIER
WATER SEWER RATES
HISTORY

Fiscal Year	STEP 1 Metered Rate per 1,000 Gallons (First 50,000 per quarter)	STEP 1 % Increase (Decrease)	STEP 2 Metered Rate per 1,000 Gallons (Between 50,000 and 250,000 per quarter)	STEP 2 % Increase (Decrease)	STEP 3 Metered Rate per 1,000 Gallons (Exceeding 250,000 per quarter)	STEP 3 % Increase (Decrease)	WATER FIXED COST ANNUAL	WATER FIXED COST % Increase (Decrease)	Annual Flat Rate Sewer	Sewer (Metered Water) Rate per 1,000 Gallons	% Increase (Decrease)	SEWER FIXED COST ANNUAL	% Increase (Decrease)	Total Annual Water & Sewer Fixed Costs	% Increase (Decrease)
Proposed 2014	\$7.73	0%	\$8.21	0%	\$13.32	0%	\$150.00	4%	\$69.00	\$8.72	0%	\$125.00	1%	\$275.00	3%
2013	\$7.73	3%	\$8.21	3%	\$13.32	3%	\$144.00	3%	\$690.00	\$8.72	3%	\$124.00	3%	\$268.00	3%
2012	\$7.51	0%	\$7.97	0%	\$12.93	0%	\$140.00	40%	\$630.00	\$8.47	0%	\$120.00	0%	\$260.00	18%
2011	\$7.51	0%	\$7.97	0%	\$12.93	0%	\$100.00	0%	\$630.00	\$8.47	0%	\$120.00	0%	\$220.00	0%
2010	\$7.51	3%	\$7.97	3%	\$12.93	3%	\$100.00	22%	\$630.00	\$8.47	3%	\$120.00	15%	\$220.00	18%
2009	\$7.29	5%	\$7.74	5%	\$12.55	5%	\$82.00	5%	\$600.00	\$8.22	5%	\$104.00	5%	\$186.00	6%
2008	\$6.94	5%	\$7.37	5%	\$11.95	5%	\$78.00	0%	\$572.46	\$7.83	5%	\$98.00	0%	\$176.00	0%
2007	\$6.61	8%	\$7.02	8%	\$11.38	8%	\$78.00	0%	\$572.46	\$7.46	10%	\$98.00	0%	\$176.00	0%
2006	\$6.12	26%	\$6.50	26%	\$10.54	26%	\$78.00	11%	\$505.30	\$6.80	39%	\$98.00	9%	\$176.00	10%
2005	\$4.85	0%	\$5.15	0%	\$8.35	0%	\$70.00	0%	\$400.00	\$4.90	0%	\$89.56	0%	\$159.56	0%
2004	\$4.85	0%	\$5.15	0%	\$8.35	0%	\$70.00	0%	\$400.00	\$4.90	0%	\$89.56	0%	\$159.56	0%
2003	\$4.85	0%	\$5.15	-20%	\$8.35	0%	\$70.00	40%	\$400.00	\$4.90	16%	\$89.56	79%	\$159.56	60%
2002	\$4.85	0%	\$6.44	0%	\$8.35	0%	\$50.00	0%	\$350.00	\$4.22	0%	\$50.00	0%	\$100.00	0%
2001	\$4.85	0%	\$6.44	0%	\$8.35	0%	\$50.00	150%	\$350.00	\$4.22	15%	\$50.00	42%	\$100.00	81%
2000	\$4.85	16%	\$6.44	15%	\$8.35	15%	\$20.00	0%	\$350.00	\$3.67	21%	\$35.20	0%	\$55.20	0%
1999	\$4.19	25%	\$5.60	25%	\$7.26	25%	\$20.00	0%	\$292.60	\$3.03	4%	\$35.20	0%	\$55.20	0%
1998	\$3.35	10%	\$4.48	10%	\$5.81	10%	\$20.00	0%	\$280.00	\$2.90	4%	\$35.20	0%	\$55.20	0%
1997	\$3.04	0%	\$4.07	0%	\$5.28	0%	\$20.00	0%	\$271.43	\$2.80	5%	\$35.20	0%	\$55.20	0%
1996	\$3.04	10%	\$4.07	10%	\$5.28	10%	\$20.00	0%	\$246.75	\$2.67	5%	\$35.20	0%	\$55.20	0%
1995	\$2.76	0%	\$3.70	0%	\$4.80	0%	\$20.00	0%	\$235.00	\$2.54	5%	\$35.20	0%	\$55.20	0%
1994	\$2.76	0%	\$3.70	-12%	\$4.80		\$20.00	0%	\$224.00	\$2.42	19%	\$35.20	0%	\$55.20	0%
1993	\$2.76	0%	\$4.20	0%			\$20.00	0%	\$188.00	\$2.03	6%	\$35.20		\$55.20	176%
1992	\$2.76	45%	\$4.20				\$20.00	-50%	\$177.00	\$1.91		\$0.00		\$20.00	-50%
1991	\$1.90	15%					\$40.00	100%	\$152.08	83% of water		\$0.00		\$40.00	100%
1990	\$1.65	14%					\$20.00	0%	\$111.01	73% of water		\$0.00		\$20.00	0%
1989	\$1.45	22%					\$20.00	100%	\$111.01	83 % of water		\$0.00		\$20.00	#REF!

RESOLUTION

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

WATER USE RATES

RESIDENTIAL:

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

SEASONAL:

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

FIRE PROTECTION SPRINKLER SYSTEMS:

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

FIRE PROTECTION STANDBY CHARGE:

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

HYDRANT USE:

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

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

METERED:

All Metered units shall be charged at the rate of **\$7.73** per 1,000 gallons for the first 50,000 gallons, at the rate of **\$8.21** per 1,000 gallons for usage between 50,000 and 250,000 gallons and at the rate of **\$13.32** per 1,000 gallons for usage over 250,000 gallons during a three-month billing period except for multi-unit elderly housing as defined in the Vermont State Statutes, Title 24, Section 4002 (11) for the fiscal year 2010.

In addition, a readiness-to-serve charge of ~~\$36.00~~\$37.50 per meter per billing period shall be imposed on each residential, commercial, industrial, and governmental metered premise to partially offset fixed costs of the water system.

ON/OFF FEES:

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

ON DEMAND WATER METER READING FEE:

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

SEWER USE RATES

RESIDENTIAL:

Unless metered, each residential unit, including apartments, duplex, multi-family and similar type housing units which contain bathroom and kitchen facilities, shall be charged at the rate of \$172.50 per quarter for the fiscal year 2010. No reduction in annual rates will occur due to seasonal occupancy and/or extended discontinuance of service.

METERED:

Metered residential, commercial, industrial, and governmental units shall be charged at the rate of **\$8.72** per 1,000 gallons of water usage for the fiscal year 2012.

In addition, an administrative charge of ~~\$31.00~~**\$31.25** per meter per billing period shall be imposed on each residential, commercial, industrial, and governmental metered premise to fully offset fixed administrative costs of the sewage facilities.

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

NEW WATER CONNECTIONS

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

SEWER CONNECTIONS

It is hereby resolved by the City Council of the City of Montpelier, acting as the Board of Sewer Commissioners, that an application/inspection fee of \$500 shall be charged for sanitary

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

WATER AND SEWER RATES - DELINQUENCIES

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

WATER AND SEWER RATES - REFUNDS

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

WATER & SEWER UTILITY BILL ADJUSTMENT

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

- Customer has made appropriate repairs to plumbing. Evidence of repair shall be in the form of receipt from a plumber or subsequent water readings indicating that the problem has been corrected;
- In applying for adjustment, the customer shall swear that he or she had no knowledge of the plumbing problem prior to incurring the charges;
- As an adjustment, the customer shall pay a sum equal to 2.5 times the average of the last four (4) consumption readings within the same billing cycle;

EFFECTIVE DATES

Water and Sewer Rates for Metered use and all other rates were made effective July 1,
| 20122013.

| Adopted this ____ day of July, 20122013

SIGNED:

John Hollar, Mayor

Council Members:

CITY SEAL:

John Odum, City Clerk