



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

Agenda for City Council Meeting

Montpelier High School Library

Wednesday, March 13, 2013

6:30 P.M.

- 1) 13-068. Call to Order by the Mayor
- 2) 13-069. Opportunity for the new City Council Member, and the two Council Members re-elected, to be sworn in by the City Clerk.
- 3) 13-070. Election of President, Vice President and Parliamentarian of City Council
- 4) 13-071. Re-adoption of City Council's Ethics Policy 
- 5) 13-072. Re-adoption of City Council's Rules of Procedure 
- 6) 13-073. Committee Assignments 
 - a) Included with these assignments is the request from the Central Vermont Solid Waste Management District for a City representative and alternate.
- 7) 13-074. General Business and Appearances
- 8) 13-075. Consideration of the Consent Agenda:
 - a) Consideration of the February 13th and February 27th, 2013 City Council Meeting Minutes. 
 - b) Accept the low bid, submitted by Beauregard Equipment, Inc. of Colchester, Vermont, for the purchase of a Case 621F Bucket Loader for the Public Works Department, and authorize the City Manager to make this purchase in the amount of \$108,000. 

- c) Confirmation of Council's intent to extend the City Manager's Employment Agreement (as per Section 2A of that agreement) for up to three more years following the conclusion of the present contract on March 12, 2014. This confirmation includes acknowledgement of the Manager's intent to extend the agreement as well. Terms and conditions of the successor agreement to be determined prior to expiration of the current contract.
- d) Approve a Grant Agreement, "Cooperative Agreement", with the Vermont Agency of Transportation (VTrans) for a paving project entitled "Montpelier STP 2950(1) - Contract No. CA0334". 
 - 1) This regards the VTrans plans to resurface Class One town highways which are under the pavement management responsibility of the State of Vermont. The work will be performed under a single construction contract and consist of State Street (US Business Rte. 2) from Bailey Avenue easterly to Main Street. The Cooperative Agreement is a standard operating procedure for road rights-of-way which are owned by the municipality (re: State Street) and establishes and assigns certain rights, responsibilities and costs. In this case, all costs are to be borne by the State except for any non-participating items requested by the municipality of which there is sidewalk replacement planned at this time.
 - 2) The Public Works staff has reviewed the project plans and agreement and recommends approval.
 - 3) Recommendation: Endorse the VTrans Cooperative Agreement for Montpelier STP 2950(1) - Contract No. CA0334, State Street Business Route 2 paving; authorize the City Manager to sign the Grant Agreement on behalf of the City.
- e) Selection of a consultant to provide construction inspection services for the Montpelier District Heat Project.
 - 1) Construction inspection services are necessary to assist the City with construction oversight of the Montpelier District Heat Project. The inspection services include backfill, compaction and weld inspection with an estimated cost for radiographic weld inspection.

- 2) A request for proposals was prepared and issued and advertised via the city's web-site, construction management notification services (Works In Progress), and through the on-line Vermont Business Area Network. A total of three proposals were received through this process.
 - 3) Public Works staff conducted the evaluations review in accord with the selection criteria. The results of this review are discussed in a review summary.
 - 4) Upon selection of the most qualified and responsive firm, a final scope of work and fee will be negotiated. Based on the results of the process, the selection team recommends that the M&W Soils Engineering of Charlestown, NH be offered an opportunity to undertake this project should the scope of work and price be successfully negotiated.
 - 5) Recommendation: Authorization to enter into negotiations with M&W Soils Engineering, Inc. to provide a scope of work and fees for services for the construction inspection of the Montpelier District Heat Project (up to \$200,000); and designation of the City Manager as the duly authorized agent to grant final approval of the negotiated fees and project scope and to enter into professional services contract with the selected consultant.
- f) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following:
- 1) Annual renewal of Liquor Licenses (City Clerk will distribute list of applications at the meeting.)
 - 2) Annual renewal of Tobacco Licenses (City Clerk will distribute the list of applications at the meeting.)
- g) Payroll and Bills
- 9) 13-076. Consideration of authorizing the City Manager to sign a Billing Agreement with Barre City Fire & Ambulance for the City of Montpelier's ambulance billing for a three-year period beginning April 1, 2013. 

- a) Contracting with Barre City for Montpelier's ambulance billing was part of the FY 14 Budget Plan when the Fire Department's administrative assistant position was eliminated. The estimated \$45,000 cost of this contract is specifically included in the FY 14 Budget for this purpose.
 - b) Due to a staff retirement this spring, April 1, 2013 is the recommended date for transitioning to Barre City billing services.
 - c) Montpelier will benefit from Barre's certified ambulance billing service and avoid the cost of hiring a city employee.
 - d) This contract takes a step towards the regionalization of public safety services.
 - e) Recommendation: Following discussion, authorize the City Manager to sign the Billing Agreement with Barre City Fire & Ambulance.
- 10) 13-077. Update on the Bike Path Project
 - 11) 13-078. Update on the Carr Lot Project
 - 12) 13-079. Update on negotiations with the District Heat and Carr Lot Projects
 - a) It is anticipated that the entire substance of these updates will be conducted in Executive Session under Title 1, V.S.A., §313, (a) (1) "Contracts, ..."; and Title 1, V.S.A., §313, (a) (2) "The negotiating or securing of real estate purchase options."
 - 13) 13-080. Council Reports
 - 14) 13-081. Mayor's Report
 - 15) 13-082. Report by the City Clerk
 - 16) 13-083. Status Reports by the City Manager
 - 17) 13-084. Agenda Reports by the City Manager

Adjournment



BARRE CITY FIRE & AMBULANCE

15 FOURTH STREET, SUITE 1 * BARRE VERMONT 05641

TIMOTHY BOMBARDIER, Fire Chief

BILLING AGREEMENT

The City of Barre agrees to perform the following billing service for City of Montpelier Ambulance with an effective date of April 1, 2013 thru March 31, 2016.

The City of Barre will provide all facets of the billing process from the initial bill, to recording a payment, including all collection efforts based on documentation provided by City of Montpelier Ambulance at a fee of \$33 per billable run from April 1, 2013 – March 31, 2015 with an increase to \$34.64 per billable from April 1, 2015 – March 31, 2016.

It will be the responsibility of City of Montpelier Ambulance to provide their documents on a weekly basis so that the initial bill may be prepared by Barre City EMS Billing.

The \$33 per run fee will cover all billing including follow up billing to the point that all in-house collection efforts have been exhausted by City of Barre, Ambulance Billing. At which point the uncollectible accounts will be the responsibility of City of Montpelier Ambulance for further action.

All payments will be directed to: City of Montpelier Ambulance
61 Main St
Montpelier, VT 05602-2950

City of Montpelier Ambulance will be responsible for bank deposits and retaining all deposit records. In order to have the accounts accurately reflect payments within the billing system a copy of all payments and supporting documents will be sent to City of Barre Ambulance Billing for proper posting to patient's account.

Storage of records (which is a 20-year requirement) will be the responsibility of City of Montpelier Ambulance.

- Paper documents would be collected weekly from City of Barre by City of Montpelier Ambulance for storage.

Billing and tracking documents for City of Montpelier Ambulance will mirror current documents and in-house procedures followed by City of Barre Ambulance Billing practice with the exception of them being titled City of Montpelier Ambulance. This includes bills being finalized by a certified ambulance billing specialist.

The City of Barre will send a monthly invoice to City of Montpelier Ambulance for all billable runs based on the current fee at that time.

All start-up cost (computer, equipment, software, etc.) will be the responsibility of City of Montpelier Ambulance.

Either party may terminate this agreement within (60) sixty days with written notice.

Timothy J. Bombardier, City of Barre, Fire & Ambulance

Date

Steven E. Mackenzie, City Manager

Date

City of Montpelier Ambulance

Date

Printed Name



City of Montpelier, Vermont

TO: City Council Members
William Fraser, City Manager

FROM: Robert Gowans, Fire Chief
Sandra Gallup, Finance Director

DATE: March 4, 2013

SUBJECT: Ambulance Billing Contract with Barre City Fire & Ambulance

Background Information:

The City of Montpelier Fire/EMS Department's administrative assistant currently processes our ambulance billing, related reporting and collections. This position is eliminated in the FY14 budget. The Fire Department's administrative assistant is retiring May 1st. Barre City Fire & Ambulance provides ambulance billing services for three other municipalities and is interested in providing these services to the City of Montpelier.

Ambulance billing is a complex process. Although we receive approximately \$370,000 in ambulance revenue, the original amount billed is a much bigger number. Billing adjustments/abatements must be made for Medicare/Medicaid participants, eligibility of services issues, health insurance allowances and the customers' ability to pay. Historically, we collect 73% of the adjusted ambulance bills. The Barre City Fire and Ambulance has staff that receives training from the National Ambulance Coding Association and they employ a certified ambulance biller (one of ten in the state). Up-to-date knowledge of coding is needed to maximize Medicare/Medicaid and health insurance payments on ambulance bills.

Billing Agreement:

The City of Barre is offering a three-year contract for ambulance billing services at a fee of \$33 per billable run. We make about 1,360 billable runs each year, so we expect to pay \$45,000 for this service annually. The City of Barre will provide all facets of the billing process from the initial bill, to recording a payment, including all collection efforts based on documentation provided by our Fire/EMS Department. The \$33 per run fee will cover all billing including follow up billing until all in-house collection efforts have been exhausted by the Barre City EMS Billing.

Recommendation:

We recommend contracting with the Barre City Fire & Ambulance for ambulance billing services for a three year period beginning April 1, 2013. By partnering with Barre City for ambulance billing, we will be taking a step towards the regionalization of public safety services. We will benefit from their certified ambulance billing service and avoid the cost of hiring a city employee. We will be free of the responsibility of training a billing clerk and providing staffing backup. The \$45,000 cost of this contract is specifically included in the FY14 Budget for this purpose..



TOWN OF BERLIN, VERMONT

Washington County

Selectboard:

Bradley H. Towne, Chair
Roberta Haskin, Vice Chair
Ture Nelson, Secretary
Pete Kelly

Town Administrator
Jeff Schulz

Municipal Office Building
108 Shed Road
Berlin, Vermont 05602
Telephone: 802.223.4405
Fax Number: 802.223.4404
E-Mail: jschulz@berlinvt.org
Web Page: www.berlinvt.org

March 7, 2013

William Fraser, City Manager
City of Montpelier
Main Street
Montpelier, VT 05602

Dear Bill,

Based upon discussions and recommendations from the FHWA and the State of Vermont, the Town of Berlin is currently reevaluating the feasibility and risks associated with continued efforts on the Berlin section of the Montpelier-Berlin Regional Bike Path (STP, 33, S). As a result of those discussions, and so as not to slow Montpelier's bike path planning efforts, the Town of Berlin is decoupling the Berlin section from Montpelier.

Also, this letter is to notify the City that the Town of Berlin hereby ends the interlocal-agreement between the City of Montpelier and the Town of Berlin, dated, April 5, 1999 with respect to the joint undertaking known as the Montpelier-Berlin Regional Bike Path (STP, 33, S).

I wish you and the City the best of luck with your efforts on the Montpelier section of the Project.

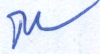
Sincerely

Jeff Schulz,
Berlin Town Administrator

Cc: Berlin Select Board
Berlin Bike Path Committee

**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: February 26, 2013
SUBJECT: Bucket Loader Bid

On February 26, 2013, we opened bids for a new bucket loader for the Public Works Department. Seven bids were submitted. After staff review, we recommend that the bid from Beauregard Equipment, Inc., of Colchester, VT, in the amount **\$108,000** for a Case 621F unit be accepted. This purchase is funded with \$65,000 from the FY2012 budget, and \$65,000 from the FY2013 budget.

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

*To accept the low bid, submitted by Beauregard Equipment, Inc., of Colchester, VT, for the purchase of a Case 621F bucket loader for the Public Works Department, and authorize the City Manager to make this purchase in the amount of **\$108,000.***

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

Attachment
Cc: Eric Ladd, Equipment Supervisor

TABULATION OF BIDS

#36 Bucket Loader

PURCHASE NO. 109400.83.01 DATE OF OPENING 2/26/2013

DEPARTMENT

Public Works - Equipment

ITEM	BRIEF DESCRIPTION	Mitsubishi (50 544K)			CZW (L70G VALVO)			CZW (VOLVO L60G)			Beauregard (Case 621F)			Liftech (JCB 4272K)			Milton (Cat 924D)			Milton (Cat 950K)			AMOUNT OF ITEM AWARD
		UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
1	New Loader w/bucket	161,000	141,350	131,215	195,000	147,500	147,900	157,900	25,000	25,000	49,500	108,000	132,800	122,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	
2	Less Allowance for trade	30,000	23,000	23,000	38,000	14,700	25,000	25,000	25,000	25,000	49,500	108,000	132,800	122,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	
3	Less Discount, if any	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Net Total Cost of Loader	131,000	120,350	108,215	108,000	132,800	122,900	132,900	132,900	132,900	132,900	132,800	122,900	122,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	132,900	
	DATE OF DELIVERY	60-75 days	ASAP	ASAP	120 days	June 2013	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	90-120 days	
		Warranty - 1 year - Full Machine	Warranty - 1 year - Full Machine	Warranty - 1 year - Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	Warranty - 3 year - 3,000 hours Full Machine	

City of Montpelier, Vermont
Department of Public Works

LATEST MODEL BUCKET LOADER

BID FORM

Miscellaneous Service and Delivery:

The machine shall be delivered to the City Garage as a complete unit, ready to operate. Also included in the cost of the machine will be one day's service of a qualified mechanic for a 100 hour checkup. The quotation must state specifically the substance of any or all warranties covering the machine.

Delivery date is important and will be strongly considered in accepting a quotation. Please specify earliest date that can be guaranteed.

To be traded in as part of this purchase will be a **1996 621B Case bucket loader**. The loader may be seen at the Public Works Garage Facility at 783 Dog River Road in Montpelier between the hours of 7:00 AM and 3:30 PM weekdays.

Actual Specifications:

Operating weight.....
Tipping capacity w/ROPS (SAE rated).....
Tipping capacity fully turned w/ROPS (SAE rated)....
Breakout force w/ROPS (SAE rated).....
Net Horsepower.....
Max net torque.....

26,641 lbs
20,381
17,776
22,527
162
510 } w/ coupler.

Total price of one new loader with bucket:

\$ 195,000

Less Allowance for 1996 621B Case:

\$ 38,000

Discount offered, if any:

\$ 49,500

Net cost of new loader (Bid Price):

\$ 108,000

Date of Delivery:

120 DAYS FROM P/O

Please **print** the following information:

Name of Vendor:

BEAUREGARD EQUIPMENT INC.

Contact:

KIRK ARTUS

Address:

28 JASPER MINE ROAD
COLCHESTER, VT 05446

Phone Number:

802-893-1555, 802-373-4472

Email:

kartus@beauregardequip.com

Additional features for the best interests of the City will be considered. Such features will be quoted on and commented on separately.

CASE 621F

Latest Model Bucket Loader
Department of Public Works

page 6 of 7

*** SEE ATTACHED**



BEAUREGARD

EQUIPMENT INC.

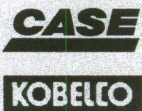
Beauregard Equipment Inc.

Addendum to loader bid

621F as bid included 3 year, 3,000 hour full machine warranty.

621F as bid included Advanced subscription & hardware for Case Sitewatch, machine telematics program.

621F as bid includes 3 year, 3,000 hour planned maintenance.



59 Contractor Drive
Hermon, ME 04401-1126
PH (207) 848-2050
FAX (207) 848-7482

14 Gibson Road
Scarborough, ME 04074-9307
PH (207) 885-0600
FAX (207) 885-0519

231 Sheep Davis Road
Concord, NH 03301-8517
PH (603) 225-6621
FAX (603) 229-0537

28 Jasper Mine Road
Colchester, VT 05446-1844
PH VT (802) 893-1555
PH NY (518) 563-3040
FAX (802) 893-1230

COMMITTEES WITH COUNCIL/STAFF REPRESENTATIVES
(As of March 2008, 2007, 2006, 2009, 2010, 2011, 2012)

Americans with Disabilities (ADA)	Angela Timpone	Bill Fraser, City Manager Tom McArdle, Adm. Ass't. to DPW Director
Building Code Appeals Committee	Alan Weiss Tom Golonka Jeff A. Stetter ⇒	Bob Gowans, Fire Chief Bill Fraser, City Manager (Gossens Bachman Architects)
Capitol Complex Committee	No Council Rep	Paul Carnahan
Capital Projects Committee	Thierry Guerlain Andy Hooper Angela Timpone	Todd Law, DPW Director Tom McArdle, DPW Assistant Director Sandy Gallup, Finance Director Bill Fraser, City Manager Planning Commission Rep
Central Vermont Core Communities Regional Public Services Committee	Tom Golonka Alan Weiss	3 Representatives from each Community Bill Fraser, City Manager
CVRPC CVRPC/TAC	Tina Ruth, PC Member Eileen Simpson (5-14-12)	Kim Cheney? Bev Hill, Assistant City Manager, Alt.
Central Vermont Solid Waste	Andy Hooper, Alt.	Mia Moore
Citizen Advisory Board for Community Justice Center	Sarah Jarvis	Yvonne Byrd, CJC Director
Energy Advisory Committee	Alan Weiss	Gwen Hallsmith, Planning Director
EC Fiber	John Bloch ⇒ Dan Jones, Alternate	(Appointed 2/22/12) (Appointed 3/28/12)
GMTA/CCTA Advisory Board	No Council Rep	Harold Garabedian
Housing Task Force	Angela Timpone	Kevin Casey, CD Specialist Gwen Hallsmith, Planning Director
Housing Trust Fund Committee	Tom Golonka	
Kellogg-Hubbard Library Board Rep	Thierry Guerlain * (as of 3-14-12)	Suzanne Hechmer
Montpelier Alive Board Design Committee	Sarah Jarvis	
Montpelier Senior Center Advisory Board	Sarah Jarvis	Beverlee Pembroke Hill, Ass't. City Mgr.
Recreation Board	Angelina Timpone	
Regional Bike Path Committee	Alan H. Weiss	Bev Hill, Assistant City Manager
Water Rate Study Committee	Tom Golonka Andy Hooper Thierry Guerlain	Sandy Gallup, Finance Director Todd Law, DPW Director Bill Fraser, City Manager
T.W. Wood Art Gallery Board	Mary S. Hooper	-----

* Tom will remain on the Library's Finance Committee

ETHICS POLICY

City of Montpelier Vermont

Adopted by City Council on February 10, 1999

Passed after two public hearings on April 21, 1999

Re-affirmed by new Council on March 8, 2000

Whereas the residents of Montpelier deserve the finest municipal government possible and;

Whereas the Montpelier City Council desires to maintain the public trust by conducting all municipal operations in the most ethical and fair manner possible and;

Whereas the Montpelier City Council appoints many various boards, commissions and committees as well as the City Manager, and;

Whereas the Montpelier City Council recognizes that conflicts of interest will occasionally arise in the course of the conduct of municipal affairs, and;

Whereas the Montpelier City Council desires to provide ethical guidelines and standards for all branches of city government;

Now be it resolved that the Mayor and City Council of the City of Montpelier, Vermont for the purpose of promoting public accountability and trust hereby adopt the following policy concerning ethical conduct and conflicts of interest for itself and for all subordinate boards, commissions, agencies, committees and employees:

I - Recusal from Official Action

- A. A public officer shall not take any official action if he or she has a conflict of interest in a matter that could result in the officer receiving direct or indirect financial benefit.
- B. In matters involving a conflict of interest other than those previously set forth above, a public officer shall not take any official action on any matter in which he or she has a conflict or interest. A public officer shall not take any action on any matter in which he or she has an appearance of a conflict of interest unless in his or her own estimation, he or she is able to do so fairly, objectively and in the public interest in spite of the appearance of conflict of interest.
- C. It is recognized that Montpelier may have a large number of Vermont State Employees as members of local public agencies. These individuals may generally participate in matters involving state government but should consider recusal or disclosure when matters involve their specific work responsibilities or employment unit.
- D. Public officers shall not offer their individual professional services to applicants after an application is filed.

II - Disclosure

- A. A public officer who has reason to believe that he or she has a conflict of interest shall recuse themselves. A public officer who has reason to believe they have an appearance of a conflict of interest but believes he or she is able to act fairly, objectively and in the public interest in spite of the appearance of conflict of interest shall, prior to taking any official action on the matter involving the conflict, disclose to other board members during an official public meeting of the board the nature of the potential appearance of conflict of interest, the action required by the board and the reason why the official believes he or she is able to take such action fairly, objectively and in the public interest in spite of the potential appearance of conflict.
- B. In the event a public officer personally (or through any member of the household, business associate, employer or employee) represents, appears for or negotiates in a private capacity on behalf of any person or organization in any cause, proceeding, application or other matter pending before the public body in which the officer holds office, the public officer shall disclose his/her relationship to that public body. In such cases, the officer shall not sit with the remaining members of the public body nor be included in any deliberations other than to the extent that all applicants/members of the public are included.
- C. If a public officer does not voluntarily withdraw from official action on any matter in which that public officer has or may have a conflict of interest, another member of the same public body or any interested party to the matter being heard may request that the public body consider the issue of whether that member should recuse him/herself because of conflict of interest. Upon such request the members of the public body, excluding the member with the potential conflict, shall act on the following motion.≡Should _____ recuse him/herself because of a conflict of interest or an appearance of a conflict of interest?≡ If a majority of those voting vote in favor of the motion and if the member with the potential conflict does not recuse him/herself, the chair of the public body shall refer the action of the public body to the City Council.
- D. Violations of this ethics regulation may be grounds for removal from public office, except if such removal is prohibited by law.

III - Emergency

- A. The provisions of Section I shall not apply if the City Council has voted that an emergency exists and that actions of the public body or agency otherwise could not take place. In such cases, a public officer who has reason to believe he or she has a conflict of interest shall disclose such conflict as provided in Section II - A.

IV - Definitions

- A. **AConflict of Interest**≡ means a personal or pecuniary interest of a public officer or his or her relative (as defined in 12 VSA 61 (a) and 24 VSA 1203), member of the household, business associate, employer or employee, in the outcome of a cause, proceeding, application or any other matter pending before the public body in which he or she holds office or is employed. AConflict of Interest≡ does not arise in the case of votes or decisions on matters in which the public officer has a personal or pecuniary interest in the outcome no greater than that of other persons generally affected by the decision (such as adopting a bylaw or setting a tax rate) who are residents of Montpelier.
- B. **AEmergency**≡ means an imminent threat or peril to the public health, safety or welfare.
- C. **APublic body**≡ means the City Council of the City of Montpelier as defined in the City Charter and all other boards, councils, commissions or committees under the administrative control of the City Council.
- D. **APublic Officer**≡ means a member of the City Council and/or members of all other boards, councils, commissions or committees under the administrative control of the City Council elected or appointed to perform executive, administrative, legislative or quasi-judicial functions as a member of or for a public body.
- E. **AOfficial Action**≡ means engaging in a vote, entering into a contract, authorizing the issuance of a permit, deliberating in connection with or rendering a written or recorded decision, conducting a criminal or disciplinary investigation, or taking any formal action in a quasi-judicial capacity in the course of a public officer=s performance of the duties and responsibilities of his or her office.

Montpelier, Vermont
CITY COUNCIL RULES OF PROCEDURE

Adopted April 10, 1963

(Amended March 9, 1977; May 28, 1980; May 11, 1983;
May 13, 1987; March 8, 1989; March 17, 1992;
March 9, 1994; March 27, 1996; March 11, 1998; March 10, 1999; March 8, 2000; March 28, 2001;
March 12, 2008; March 14, 2012)

1. The Chair shall preserve order in the meetings and regulate its procedure by applying the rules of order impartially to all members and the public. Absent objection, the Chair may determine the order in which the City Council considers items on the agenda. Absent such unanimous consent, the provisions of Rule 8(c) below shall control.
2. The Mayor will vote only to break a tie vote, to create a tie vote, to create a fourth vote, or for appointments and bond resolutions of necessity.
3. No one other than the Mayor may normally address the meeting unless called upon or recognized by the Chair. If members of the City Council or staff wish to speak, therefore, they must first be recognized by the Chair.
4. Members of the audience must be recognized by the Chair as well, and are required to state their name and address.
5. No vote is required unless a motion is involved.
6. Any discussion should be limited to the agenda item under consideration and not more than one person should be speaking on the same item at one time.
7. Any items discussed in the agenda under the heading of general appearances should be limited to not more than 10 minutes per subject, unless extended by majority vote of the Council.
8. Definitions:
 - (a) Regular meetings shall mean the meetings provided by the Charter to be held on the second and fourth Wednesday of each month, and may be adjourned to a date and time certain.
 - (b) Special meetings shall mean all meetings of the City Council other than regular Meetings; notice thereof shall be given as provided by statute.
 - (c) Agenda shall mean a table of items of business for consideration at a Council meeting. Upon motion duly seconded and adopted, agenda items may be added deleted or passed over at any time.
 - (d) Executive Session shall mean meetings as provided for in V.S.A., Title I, Section 313, Subsection (a), for the purpose of discussing contracts, labor relations, agreements with employees, arbitration, grievances, civil actions at law or prosecutions by the State where premature general public knowledge would clearly place the state, municipality, other public body or person involved at a substantial disadvantage; the negotiating or securing of real estate options; the appointment or employment or

CITY COUNCIL RULES OF PROCEDURE

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evaluation of a public officer or employee; a disciplinary or dismissal action against a public officer or employee; but nothing in this subsection shall be construed to impair the right of such officer or employee to a public hearing if formal charges are brought; a clear and imminent peril to the public safety; discussion or consideration of records or documents excepted from the access to public records provisions of section 317(b) of this title, or any other purpose allowed by statute. Discussion or consideration of the excepted record or document shall not itself permit an extension of the Executive Session to the general subject to which the record or document pertains. The substance of matters discussed in Executive Session shall not be disclosed by any participant, nor shall minutes of Executive Sessions be maintained.

9. The agenda shall be prepared by the City Manager and shall include such items of business as the Mayor may wish to bring to the attention of the Council, and also such items as may be requested by any member of the City Council before 12:00 noon on a Friday preceding the regular Council meeting.
10. The agenda for the regular meetings shall be closed at 12:00 noon on Friday preceding the regular Council meeting and a copy of the same shall be hand-delivered to each Council member at his/her home address on such Friday.
11. Citizen's may request that items be placed on the Council's agenda by submitting written requests. In the event that the nature or timing of the item is such that it must be discussed at the next regular Council meeting, the written request must be submitted to the City Manager by 4:30 PM on the Thursday preceding the next Council meeting. With other requests, the Manager may determine the appropriate meeting date based on . criteria including, but not limited to, items already scheduled, continuity with other issues and required deadlines or time lines.
12. The agenda shall indicate the name of the official proposing the item and whether or not such official anticipates voting action on it.
13. Each agenda may contain a section entitled Consent Agenda. Items listed on the Consent Agenda may be voted upon collectively. Examples of such Consent Agenda items are the minutes, vendors' licenses, routine approvals and other non-controversial matters. If desired, the request of a single Council Member will be sufficient cause to remove an item from the Consent Agenda and vote on it separately.
14. Items on the agenda not indicated for vote are not to be brought on for vote without the consent of two-thirds of the Council Members present at the meeting. Matters not on the agenda of a regular meeting may be brought on for discussion and vote by the unanimous consent of all Council Members present.
15. Special and emergency meetings may be called by the Mayor. The Mayor, or, in case of his/her failure, the City Clerk, shall call special or emergency meetings on the request of three (3) members of the City Council.
16. Notice of special meetings, including a statement of the business proposed to be transacted, shall be given to each member of the City Council at least twenty-four (24) hours in advance of the time of the meeting. Notice of special meetings need not be in writing, but in event of failure of actual notice, written notice mailed or delivered to the home of the Council Members not otherwise contacted and posted at least twenty-four (24) hours in advance of the meeting shall be sufficient.

CITY COUNCIL RULES OF PROCEDURE

Page 3

17. Special emergency meetings may be held without formal notice, providing not less than five (5) members of the Council voluntarily agree to assemble for that purpose, but such meeting shall be held only after all reasonable means have been used to notify any Council Member not present, with reasonable opportunity given to such Council Member to attend, and the minutes of such meeting shall state the means used to notify or attempt to notify such absent members that the meeting was to be held.
18. Application for Council permits shall be considered as agenda items.
19. The rules of procedure to be followed by the City Council shall be Robert's Rules of Order, most recent revision, when otherwise not specified in the Rules of Procedure and City Charter.
20. Nothing in these Rules of Procedure shall conflict or alter the Rules and Procedures granted by the Montpelier City Charter and/or State Law.
21. A parliamentarian shall be elected at the same time as the President and Vice President of the City Council.

**Minutes of the Montpelier Special City Council Meeting
February 7, 2013
Community Meeting Room, Montpelier Police Department**

In attendance: Mayor John Hollar (presiding), City Manager Bill Fraser, City Councilors Andy Hooper, Angela Timpone, Thierry Guerlain (remotely - via IP videoconference service), Alan Weiss, Tom Golonka and Anne Watson. City Clerk John Odum acted as Secretary of the Meeting.

Mayor Hollar called the meeting to order at 6:01.

13-041. Joe Aja and Wanda Minoli from the Vermont Buildings and General Services Department appeared with Commissioner Michael Obuchowski before the Council to brief the city on the nature of the projected \$2.3 million in cost overruns on the state's portion of the district heat project. Commissioner Obuchowski indicated they had become aware of the overruns just last week and had since met with the Mayor, as required by the contract between the state and the city.

Obuchowski referenced the materials provided to the Council in characterizing the overruns (which were specific to the state's generating building and system) as a result of the time it took to formalize the project, the risk involved with the project (floodproofing in particular), and construction challenges relating to the site (including concerns about meeting the October 1 deadline).

In response to a question from the City Manager, Aja acknowledged that the cost of the heat exchanger had not been accounted for in the agreement. Mayor Hollar, along with Councilors Watson, Golonka, and Guerlain questioned why the full costs were not known earlier in the process. Commissioner Obuchowski characterized all parties as bearing some degree of responsibility.

Obuchowski cited a previously proposed 75%-25% split for cost overruns as a basis to address the shortfall. Councilor Golonka objected, noting that the language had been explicitly removed from the contract in regards to the generating facility to avoid burdening the city with potential financial responsibilities for the state's portion of the system. Obuchowski responded that the formula was only cited as part of an open, good faith discussion.

Councilor Golonka noticed the financial risks to the city, given the contracts already signed on the project. He further objected to comments from Obuchowski which appeared in the paper, which Golonka characterized as blaming the city for the cost overruns. Obuchowski replied that it was not his intention to send that message. He went on to repeat the state's commitment to the project, citing its numerous anticipated benefits.

Councilor Timpone asked about the department's confidence in the revised estimates, and also wondered whether the legislature was likely to be open to increasing the appropriation for the project. Washington County Senator Ann Cummings indicated that

Senator Dick Mazza (of the Senate Institutions Committee) was not pleased with the overrun.

In response to a question from Councilor Timpone, Commissioner Obuchowski indicated that the state needed a resolution on the matter from the City by next Wednesday, in order to keep to the project timeline. The Mayor indicated that alternative revenue streams were outside the scope of the project.

Councilor Weiss asked the City Manager for a breakdown of the city's financial obligations on the project. The City Manager indicated the city had \$3.7 million in commitments and had already spent over \$1 million. He added that customers were expecting service on October 1st, and that the project funding depended on those revenues. He repeated Councilor Golonka's point that the overall project was structured such the generating facility was the sole responsibility of the state, and that the city and state should look towards future capacity for more funds.

Councilor Golonka expressed further concern about the potential for the state to default on the contract if the legislature does not provide extra funds to cover the budget gap. Obuchowski indicated that, hypothetically, the project would have to be downsized, and that the state's financial obligations would also be jeopardized under such a scenario. In response to a question from Councilor Watson, Councilor Golonka suggested that the project start date could not be moved at this point. City Manager Fraser agreed.

Mayor Hollar asked for details on specific budget overruns on the materials provided by the Department. A discussion of the federal grants followed, and the City Manager indicated it was unclear how they would be impacted, in terms of potential liability to the federal government, should the project be delayed. At Councilor Guerlain's question, it was noted that the overruns represented an increase of roughly 14-15%.

Guerlain also received a confirmation that the costs of the pumps and exchanger were not reflected in original estimate, due to the shift in the funding responsibility for those components over the course of negotiating the final contract.

Aja indicated that there were not significant savings to be made from altering the construction plan of the building.

At 7:13 PM, Councilor Hooper moved that the Council enter into executive session along with City Attorney Richard Saudek. Councilor Weiss seconded the motion, which passed unanimously.

At 8:00 PM, Councilor Weiss moved that the Council return to open session. Councilor Golonka seconded. The motion was agreed to unanimously.

At 8:01 PM, Councilor Weiss moved that the Council adjourn. Councilor Golonka seconded. The motion was agreed to unanimously.

Minutes of the Montpelier City Council Meeting
February 13, 2013
Library, Montpelier High School

In attendance: City Manager Bill Fraser, City Councilors Andy Hooper, Angela Timpone, Thierry Guerlain, Alan Weiss, Tom Golonka and Anne Watson. City Clerk John Odum acted as Secretary of the Meeting. Mayor John Hollar arrived shortly after the meeting was called to order.

Councilor Golonka called the meeting to order at 6:34 PM.

13-042. Mary Harbaugh, candidate for appointment to the Conservation Commission, took a few moments to introduce herself to the Council.

13-043. Councilor Hooper moved approval of the consent agenda. Councilor Weiss seconded. At the request of Councilor Golonka, the motion was amended to remove Item d. The motion passed as amended unanimously at 6:37.

At 6:37 PM, Mayor Hollar joined the meeting as presiding officer.

Kevin Casey briefly explained Item d of the consent agenda. Councilor Golonka moved that it be approved. Councilor Watson seconded. The motion passed unanimously at 6:41.

13-044. After hearing once again from Mary Harbaugh, Councilor Watson moved that Ms. Harbaugh be appointed to the Conservation Commission. Councilor Guerlain seconded. The motion passed unanimously at 6:42.

13-045. Charter Revision Committee members Nancy Sherman (Chair), Liz Dodge and Page Guertin addressed the Council on the progress of their work. They indicated they expected to have a draft prepared before summer. Sherman referred to the obsolete language in the charter as well as redundancies that the committee is addressing – as well as trying to make the language more colloquial.

Councilor Weiss noted that a bill has been introduced that would allow Montpelier to approve housekeeping changes to its charter without legislative approval. The City Manager offered detail.

13-046. Julie Hendrickson, Bernie Lambek, Eliza Dodd, and Warren Vail of the Montpelier Community Fund Board of Directors updated the Council on the progress of the Board and the new paradigm for “outside agencies” funding from the city, as directed by the Council.

Out of approximately \$133,000 of grant requests, the Board’s report recommended approximately \$108,000 be approved. In response to a question from Councilor Timpone, Lambek reviewed some of the decisions against granting funding requests.

Councilor Watson asked why the group came in \$10,000 under budget. Lambek indicated it was incidental.

Councilor Guerlain asked about the financial arrangements with Lost Nation Theater. The City Manager gave an overview.

Councilor Timpone returned to the question of why the Council chose to give \$10,000 under their budget.

Councilor Hooper asked about the grant to the Capital City Band, which Lambek indicated was not traditionally granted from the arts fund.

In response to a question from Councilor Guerlain, Mr. Lambek noted additional monies beyond the purview of the Board being given to Lost Nation. City Manager Fraser enumerated other general fees and costs that go to outside organizations (such as dues to the VLCT) also not under the board's purview.

Councilor Weiss commended the Board.

Councilor Golonka moved approval of the Board's recommendations. Councilor Hooper seconded. The Mayor commended the Board for its work. Councilor Weiss asked if the motion is approved, if it constituted entering into a contract with the grantees. Councilor Golonka noted they were part of the budget contingent on the Annual Meeting vote.

Councilor Watson asked about the relationship with Montpelier Alive. Fraser indicated they do get separate funding (\$20,000). Weiss noted the room and facilities they get in City Hall as well.

The motion passed unanimously at 7:07 PM.

- 13-047. Councilor Timpone noted that representatives from Vermont State Employees Association (VSEA) were on hand to address the Council, highlighting a 600 signature request from rank and file regarding parking. Kristin Warner and Sheila Manchester Conniff spoke about the struggles of state employees to park – especially in light of the additional burdens arising from state employees previously based in Waterbury prior to Tropical Storm Irene. Warner cited a report indicating a net deficiency of 290 spaces for state employees, and reviewed the recent history of the union's efforts towards a parking garage. A Town Hall meeting on Tuesday March 12 from 12-1 (location undetermined) to discuss the problem was announced, and the Council was invited. Warner indicated that VSEA would also like to stay involved as the Council deliberates on the issue.

Councilor Guerlain asked for (and received) clarification in the use of the word "equitable" in the presenters' language.

Councilor Golonka asked about the union's thoughts on locating a parking garage. Warner indicated the discussions were not to that point yet.

Police Chief Facos asked for the impact and implications of parking growth at National Life. Warner indicated that the changes – as well as the influx of additional ANR employees sited there – were accounted for in the union's requests.

Councilor Guerlain questioned to what extent a state employees parking garage would and could be shared.

Councilor Watson related that she has heard quite a bit about parking problems for renters. She also recommended the union bear in mind the circulator bus route when considering solutions.

Chief Facos gave a brief presentation on administrative changes to parking fees and enforcement. He also paid particular attention to parking challenges at Union Elementary. Councilors Timpone and Weiss disagreed somewhat on that nature of the challenges at Union.

Councilor Guerlain spoke positively about the potential of a parking garage next to the pavilion, as well as putting a garage on the Union elementary playground and relocating the playground to the top of the parking structure.

Mayor Hollar noted that the problem with building such a parking structure is the cost, which he felt would be prohibitive.

Councilor Watson wanted to be sure that public transportation and alternatives be a part of the mix. Councilor Guerlain felt strongly that promoting carpooling and public transportation was ineffective. Conniff suggested that people could be further incentivized.

Richard Sheir testified to the continued concerns among downtown business owners about parking. He contextualized the need against the proposed business improvement district; specifically, if the program is successful, the parking crunch will increase. He suggested there are solutions short of a parking garage which could improve the situation, such as signage directing drivers to often-unfilled spaces behind Capitol Plaza. He was very supportive of a parking committee.

City Manager Fraser suggested, based on observations of other communities, that a standing parking committee with representation from different "stakeholder groups," be created, rather than an ad hoc committee tasked with a specific project. Chief Facos indicated his enthusiasm for such a committee as well.

Councilor Weiss suggested a 5-7 member core "executive committee" with an advisory committee attached. The Mayor and Councilor Timpone was concerned that would be unwieldy.

A discussion of identifying groups of interest for committee representation interest groups began. Councilor Golonka suggested that was getting ahead of the process.

Councilor Weiss asked that the previous parking committee be invited to the next meeting to advise the Council before making a committee.

Councilor Timpone moved that the Council create a standing parking committee comprised of representation from VSEA, BGS, Montpelier business, Union school, two at large members (possibly from Terrace street and Loomis street), and a city council member – and instruct the City Manager to draft a charge to the committee. Councilor Guerlain seconded.

Councilor Watson moved that the motion be amended to provide for up to three at-large members. The motion to amend died for lack of a second.

The motion passed 5-1 at 8:05 PM, with Councilor Weiss voting nay.

- 13-048. Councilor Guerlain asked about a bear sculpture which his house was flyered on. He asked how some of these larger art projects are approved. Mayor Hollar indicated it was the Parks Commission. Nat Frothingham provided details. City Manager Fraser indicated that the bicycle sculptures were approved by the Council. Councilor Guerlain wondered whether the Council should consider removing some of the art projects, such as the bike sculptures, that are showing signs of age. With the Council's blessing, Councilor Guerlain will consult with the City Manager on the issue.

Councilor Guerlain wanted to encourage phoned in, and texted/emailed questions, and that names and addresses should be included. Councilor Guerlain also promoted next Tuesday's public forum on the budget. He further asked for a comprehensive update on District Heat for the next meeting.

Guerlain noted the exchange of letters on Berlin's water system appearing in the newspaper – particularly praising Fraser's letter. Guerlain indicated he may put the possible sale of the land around Berlin Pond on the next agenda.

Councilor Weiss indicated he was very disappointed in the letter the City Manager put in the paper, feeling it was inappropriate.

Councilor Golonka appreciated Fraser's letter, but objected to inaccuracies in the letter from Mr. Willard of Berlin.

Councilor Watson reported that the Energy Advisory Committee has openings, and that interested individuals will attend the next meeting. She further reported that there was to be an Energy Fair March 4th at National Life.

Councilor Timpone spoke appreciatively of City Manger Fraser's letter.

- 13-049. Mayor Hollar also supported the City Manager's letter, but shared his concern and frustration with the letter that was printed in response to it. He noted that the offer Montpelier had made to Berlin was intended as an opening of discussions, and indicated his frustration with the feedback since from Berlin officials suggesting Montpelier was unreasonable and intransigent.
- 13-050 The City Clerk reported that Nancy Sherman has been appointed to the position of Justice of the Peace by the Governor. He also reviewed plans to accommodate mobility-challenged voters on Town Meeting Day.
- 13-051. The City Manager updated the Council on the progress of elevator repairs, which could hopefully be accomplished in 2-3 weeks. Until then, Council meetings would take place in the high school (which is accessible). He also reviewed the approach to his letter regarding Berlin.

Mayor Hollar reviewed the items to be covered in executive session. He reported that the state continues to insist that the city contribute to help close the projected district heat cost overruns, but that the city position is that it's the state's responsibility. The Mayor indicated that the city has, as per the good faith requirement of the contract, offered funding from future revenues. Speaking personally, the Mayor indicated he would not support moving any additional upfront costs to the taxpayer. He noted that even with the current overruns, even the state's end of the system is expected to run a financial surplus.

The Mayor also indicated that the Firefighters Union have filed suit over the release of certain emails that the Mayor and the City Manager have concluded are legally protected from disclosure.

Finally, a discussion of the city manager evaluation will begin.

Councilor Weiss moved that the Council enter two consecutive executive sessions; one on the first 2 items, and a second without the City Manager on the third. Councilor Timpone seconded. The motion passed unanimously at 8:32 PM.

The meeting was adjourned at 9:32.

Minutes of the Montpelier Special City Council Meeting
February 25, 2013
Library, Montpelier High School

In attendance: Mayor John Hollar, City Councilors Angela Timpone, Thierry Guerlain, Alan Weiss, Tom Golonka and Andy Hooper (via speakerphone). Councilor Anne Watson joined the meeting late.

The Mayor called the meeting to order at 6:08 PM.

Councilor Weiss moved that the Council enter into executive session to discuss the City Manager's performance review and contract. Councilor Guerlain seconded. The motion passed unanimously.

At 6:25, Councilor Weiss moved that the Council close the executive session. Councilor Guerlain seconded the motion, which passed unanimously.

At 6:26, Councilor Timpone moved that the Council enter executive session to discuss contract negotiations. Councilor Golonka seconded. The motion was approved unanimously.

At 6:37, Councilor Watson joined the meeting.

At 6:56, the Council returned to open session. The Council adjourned at 6:57.

Minutes of the Montpelier City Council Meeting
February 27, 2013
Library, Montpelier High School

In attendance: Mayor John Hollar ,City Manager Bill Fraser, City Councilors Andy Hooper, Angela Timpone, Thierry Guerlain, Alan Weiss, Tom Golonka and Anne Watson. City Clerk John Odum acted as Secretary of the Meeting.

The meeting was called to order by Mayor Hollar at 6:31 PM.

13-056. Councilor Weiss moved approval of the consent agenda, Councilor Guerlain seconded. The City Clerk apologized that the previous meeting's minutes were not available, and had several liquor license renewals to add for approval. Councilor Weiss modified his motion to accommodate the changes. The consent agenda passed unanimously at 6:32.

13-057. Representatives from the Barre District Office of the Vermont Department of Health Bonnie Alexander (Nutritionist) and Sasha Bianchi (Director) made a presentation to the Council, detailing their service of towns in Washington and Orange counties. According to the presenters, Montpelier is considered "underserved" as not everyone eligible for the WIC program is participating. Councilor Timpone engaged the presenters in a brief discussion of why some citizens who are eligible may not be taking advantage of the program. Councilor Watson was curious about the underlying data.

Ms. Alexander also reviewed the immunization program, particularly in regards to pertussis. Ms. Bianchi reviewed the department's efforts coordinating, developing and enhancing emergency preparedness, including citing the resources available to the city.

Councilor Guerlain encouraged the presenters to connect with Nat Frothingham (who was present at the meeting) for coverage in the Bridge.

13-058. At 6:45, the Mayor opened a Joint Public Hearing with Superintendent Brian Ricca and School Board representatives to consider the proposed articles relating to bonding on the City's March 5th Annual Meeting ballot. Joining them were Sandra Gallup and Todd Law, directors of the city's Finance Department and Department of Public Works, respectively.

The work planned for school buildings and facilities was discussed, with emphasis on the fact that the work planned primarily constitutes maintenance and upkeep, rather than enhancements, with some exceptions (notably bathrooms and security doors).

Councilor Guerlain asked for clarification on the Union Elementary heating system.

Mr. Law and Ms. Gallup reviewed the infrastructure bond request in article 9 and the sewer bond request in article 10.

Councilor Weiss asked about the financial relationship with Berlin as regards the sewer bond.

Jessica Edgerly Walsh asked about the duration of the River Street sewer project and its impact. Mr. Law indicated that 3 or 4 months was the current thinking.

Ron Wild asked about contingency plans for “off-peak” hour construction on River Street. Mr. Law indicated it could be looked at, but that evening work presented challenges and increased costs. Law noted that peak traffic hours would be worked around.

The public hearing concluded at 7:05.

- 13-059. Jeff Schumann and John Akielaszek (2 of the 4 candidates for the Tree Board) introduced themselves to the Council and briefly outlined their interest in the appointments.

Councilor Timpone moved the appointment of Sarah Hoffmeier, John Akielaszek, Jeff Schumann and Ken Liberto to the Tree Board. Councilor Hooper seconded. The motion passed unanimously at 7:07. Mr. Akielaszek took the opportunity to pass out some materials relating to tree pests.

- 13-060. Energy Committee candidate Jim Stiles introduced himself to the Council and reviewed his background and interest in the Energy Committee. Councilor Watson noted that Tim Shea (the other candidate) sent his regrets that he couldn't attend.

Councilor Watson moved appointment of Jim Stiles and Tim Shea to the Energy Committee. Councilor Timpone seconded. The motion passed unanimously at 7:10.

- 13-061. Councilor Guerlain moved that Nancy Schulz and Mike Philbrick be appointed to the Bike Advisory Committee. Councilor Hooper seconded. The motion passed unanimously at 7:11.

Councilor Weiss noted that there is another bike advisory committee (which he participates in), and hoped that the city committee would make a point to interact and coordinate its efforts. Mayor Hollar noted that James Sharp serves on both committees.

- 13-062. Sidewalk Steward Harris Webster gave a brief summary of the three years of volunteer sidewalk monitoring through the interfaith community, reviewing the positive and cooperative interactions with the city in that time. He encouraged the City Council to establish a City Pedestrian Board or Committee under the city's purview to continue the work.

City Manager Bill Fraser commended the work of the Steward and the volunteer group, and supported the idea of a city committee.

Councilor Guerlain sparked a brief discussion of the potential interaction between a sidewalk committee and city efforts around bikes.

Councilor Weiss moved that the city create a pedestrian board. Councilor Timpone seconded. The motion was approved unanimously at 7:22.

- 13-063. Councilor Watson reminded the Council about Monday's Energy Fair before thanking Councilor Timpone for her service, noting this was her last meeting as a councilor.

Councilor Timpone thanked the District 3 voters, as well as the Council and Mayor, in addition to former Mayor Hooper and former Councilors Jarvis and Sherman. Councilor Timpone jokingly appropriated Richard Nixon's "you won't have me to kick around anymore" quote.

Councilors Hooper, Guerlain and Timpone thanked Councilor Timpone for her service. Their sentiments were echoed by the mayor.

- 13-064. The City Clerk noted that the Clerk's office would be open the Saturday prior to Town Meeting Day for three hours to accommodate early voting. Councilor Weiss asked the Clerk to review his office's partnership with the Quirky Pet, soliciting donations from dog owners to purchase a pet microchip reader for the police department.

- 13-066. City Manager Fraser reviewed call force staffing arrangements underway that could address firefighters' concerns about coverage under the new staffing level. He also thanked Councilor Timpone for her service.

Councilor Timpone moved the council adjourn at 7:29 PM. The motion was seconded by Councilor Guerlain and passed unanimously.



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

Agency of Transportation

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

January 29, 2013

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

RE: MONTPELIER STP 2950(1) - Contract No. CA0334

Dear Mr. Odum:

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Winter".

Jon Winter
Special Agreements Administrator

Enclosure



**STATE OF VERMONT
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT**

Agreement # CA0334

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and **The City of Montpelier**, with principal place of business at **Montpelier City Hall 39 Main St. Montpelier VT 05602-2950**, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Montpelier STP 2950(1) State St Paving**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$600,000**.
4. Grant Term: The period of Subrecipient's performance shall begin upon full execution of this agreement and authorization to proceed from the State and shall end on **September 30, 2017**, or upon completion and acceptance of all work performed under the agreement, whichever occurs first.
5. Source of Funds: Federal Highway Administration (FHWA), **EA #2950001**.
ARRA funded ____ Yes **x** No
6. CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION; CFDA Number: 20.205;
Federal Granting Agency: Federal Highway Administration; Research and Development Grant:
Yes ____ No **x**.
7. Prior Approvals: If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
9. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

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

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

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:

The City of Montpelier

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Secretary of Transportation

Title: _____

Date: _____, 20__

Date: _____, 20__

APPROVED AS TO FORM:

DATE: 1/25/2013



ASSISTANT ATTORNEY GENERAL

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

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

Town	The City of Montpelier
Location	City Hall 39 Main St. Montpelier VT 05602-2950
Description	Resurfacing BR US2 (State St) - Bailey Ave.then east to Main St. (0.483 miles)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B
PAYMENT PROVISIONS

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

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

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

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

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

Phase	MLA			
	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$486,480	\$113,520	0	\$600,000

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

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

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$113,520** in State funds and **\$486,480** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 3 above).

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

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

Name: Wendy Pelletier, PE
Division: Local Transportation Facilities
Address: Vermont Agency of Transportation
National Life Building
One National Life Drive
Montpelier, VT 05633-5001

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

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

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

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

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

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

- 10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

(End of Standard Provisions)

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

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

- 11. ~~Health Insurance Privacy & Portability Act:~~** ~~The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~
- 12. Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~
- 13. Requirement to Have a Single Audit:** If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

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

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

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

- 14. Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
- 15. Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 16. Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
- 17. Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

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

ATTACHMENT E
SPECIAL CONDITIONS

(Include Special Conditions here, if none so state)

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA

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

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

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

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

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

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

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

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

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

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

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

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

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

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

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

Required Submittals: Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates

State Liaison: **Wendy Pelletier**

Waivers of Standards: **None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **State is developing the project design and contract documents. Subrecipient will advertise the project for bids and provide construction inspection services.**



Issue Date: 01/01/2013

Policy Number: P4152013

CERTIFICATE OF COVERAGE**Named Member**

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

Company Affording Coverage

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

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

Authorized Representative: _____

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

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

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

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

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

Print Legal CCR Name

D-U-N-S[®] Number ⁽²⁾

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

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