CITY OF MONTPELIER MONTPELIER, VERMONT

Agenda for City Council Meeting
Wednesday, January 4, 2012
07:00 P.M.

1) Call to Order by the Mayor

2) 12-001. General Business and Appearances

3) 12-002. Consideration of the Consent Agenda:

   a) Consideration of Minutes from the December 7th, 2011 City Council Meeting and the December 21st, 2011 Special City Council Meeting.

   b) Ratification of a poll vote taken on December 23rd for permission to close Main Street for First Night festivities.

   c) Approval of an extension of the District Energy Project Manager Contract for Harold Garabedian.

   d) Approval of the extension of the REACH Time Banks USA Evaluation and Training Contract.

   e) Approval of the Grant Agreement for the Municipal Planning Grant for the rezoning initiative.

   f) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following:

      1) Application for a Catering Permit from The Skinny Pancake, Inc. for one of their "Green Drinks" events scheduled to be held on

Tuesday, January 10th, 2012, from 6:00 to 8:00 P.M. at City Center, 89 Main Street.

g) Payroll and Bills

4) <u>12-003. Setting of "approximate times" for the following items.</u>

5) <u>12-004. Appointment(s) to Montpelier's Conservation Commission.</u>

a) After 10 years of service, Kris Hammer is stepping down; his term is set to expire in February, 2014. Karen Freeman's term expires on January 22nd, 2012.

b) Staff advertised and as of the deadline, December 29th, the only response has been from Karen Freeman who wishes to be reappointed.

c) Recommendation: Reappoint Karen Freeman to another 3-year term; consider any other applications that might be submitted in the meantime for Kris Hammer's vacant seat.

6) <u>12-005. Opportunity for Paul Carnahan to update the Council on the Blanchard Block Project; Council will also be asked to consider a request for the use of two parking spaces for this project throughout the summer.</u>

7) <u>12-006. Review of the Recreation Department Budget and wrap-up/approval of the City Council's Proposed Budget for FY '13.</u>

8) <u>12-007. Consideration of any proposed Charter changes, the wording for such changes, and official filing with the City Clerk.</u>

9) 12-008. Reports by City Council

10) 12-009. Mayor's Report

11) 12-010. Report by the City Clerk-Treasurer

12) 12-011. Status Reports by the City Manager

13) 12-012. Agenda Reports by the City Manager

Adjournment

Montpelier Alive

• ENRICHING A VIBRANT DOWNTOWN •

29 December 2011

Dear City Councilors,

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

Montpelier Alive's Vision:
Montpelier is a vibrant community center with a thriving downtown and unique sense of place.

I would like to make you aware of an exciting project that the Montpelier Alive Design Committee is undertaking to help improve our downtown and to request the temporary use of two parking spaces to implement it.

We would like to install a temporary landscaped seating area in the parking lot abutting the sidewalk along the back of the Blanchard Block, utilizing two parking spaces for the summer months. This installation, known as a parklet, will beautify the paved spaces, making it attractive for pedestrians. Though temporary, the installation will be reusable and can be reinstalled each year, like the benches, planters, and trash receptacles that are currently in use.

Our plan is to build a platform that covers two parking places behind the Blanchard Block, creating a seating area in which people can relax and enjoy city life. Benches and flower planters will ring the platform, with a railing along the two sides that face traffic; the platform will be open to the sidewalk and to the flower garden that currently exists between the public parking spaces and the Heney parking lot. Our current design also includes trash/recycling receptacles and a new tree.

The parking spaces being requested will be in use throughout the warm-weather months, approximately the same time as benches and planters are typically also placed and removed. We plan to work with public works on an installation and removal schedule.

We have been discussing the parklet with the downtown merchants and with the Public Works Department so we can address everyone's concerns. We will be applying for necessary zoning and design permits in January. We'll also be applying for grant funding for this project in January. The grant is a 50-50 match, so Montpelier Alive will expect to leverage already allocated CIP funds for this project.

The parklet project is the result of the Design Committee's year-long interest in enhancing the back of the Blanchard Block to be a more inviting place. In September 2010 we hosted a design "charette" with interested parties to discuss ways that this space could be transformed. Two architects on our committee, Steve Frey and Gregg Gossens, distilled those ideas into a concept for the back area. The result of these ideas was a permanent sitting area behind Bear Pond Books.

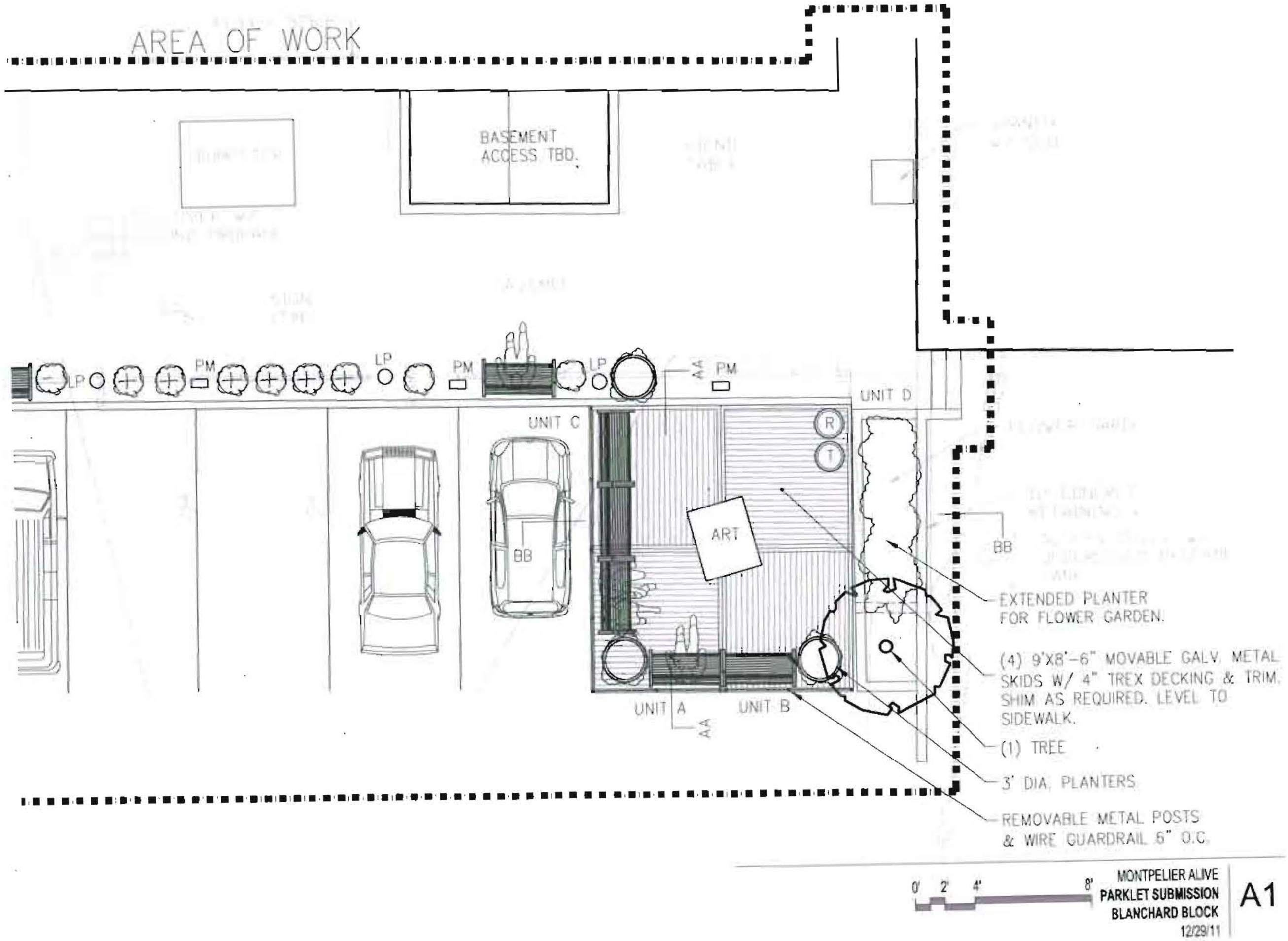
We recognize that a permanent transformation is probably not realistic because of the challenges it would present for snow removal. A removable, reusable parklet offers an innovate alternative.

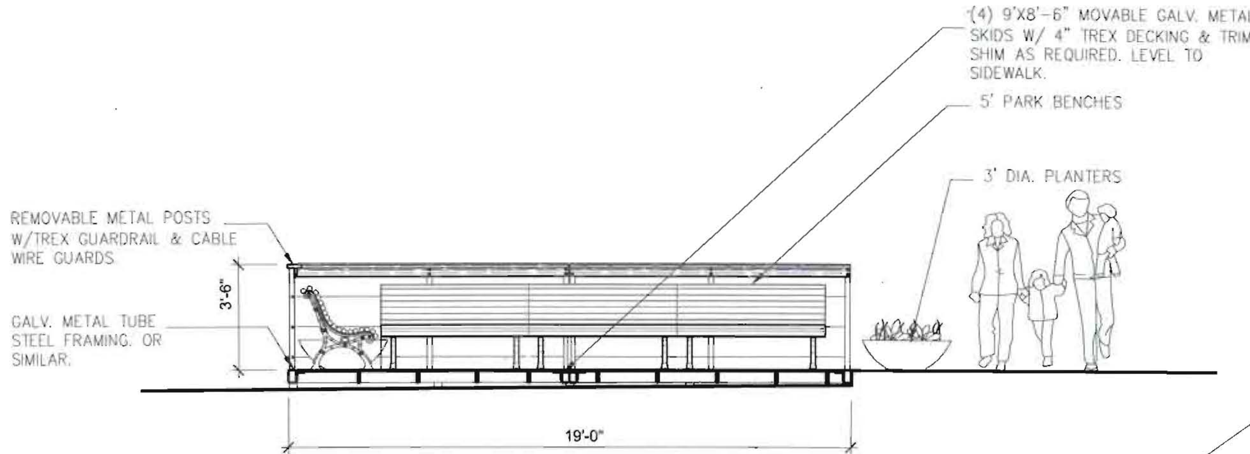
This project builds on other improvements in this section of downtown. In 2001 we commissioned a sculpture for the alleyway that leads from Main Street to the parking lot and oversaw the resurfacing of its walking surface. This summer the city and the Heney family rehabilitated the sidewalk behind the building. We continue to have ongoing discussions about additional improvements that could be made. The parklet is an integral piece in the gradual enhancements of the area and Montpelier Alive's commitment to keeping downtown active and vibrant.

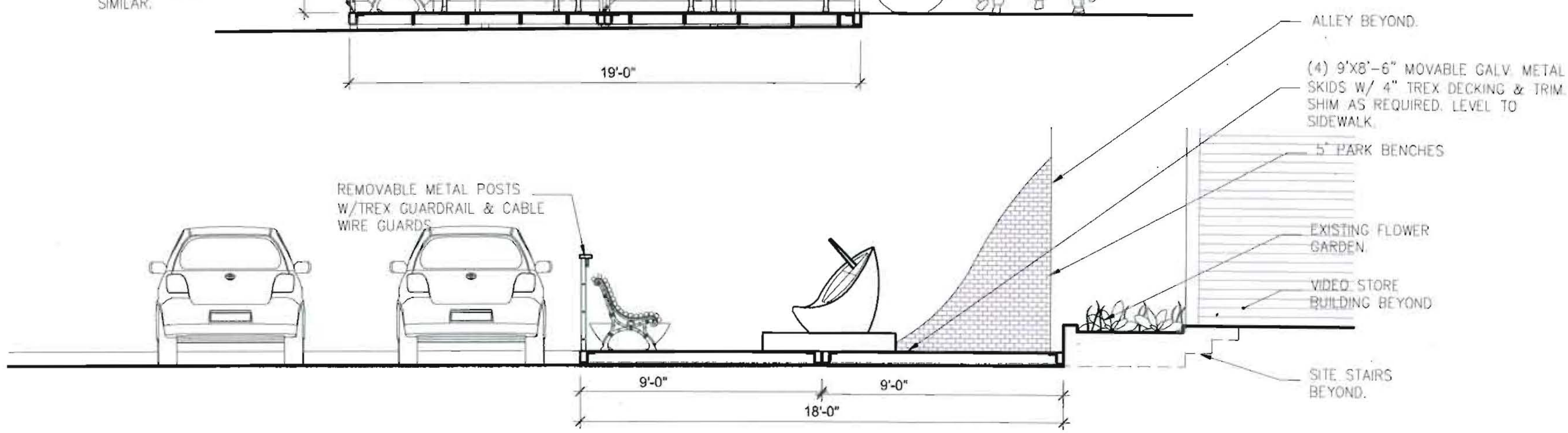
Thank you for considering this request, and for your continued support of our work.

Sincerely,

Paul Carnahan, Chair
Montpelier Alive Design Committee


AREA OF WORK
BASEMENT
ACCESS TBD.
LP
PM
LP
PM
LP
PM
UNIT C
UNIT D
R
T
ART
BB
BB
UNIT A
UNIT B
AA
AA
EXTENDED PLANTER
FOR FLOWER GARDEN.
(4) 9'X8'-6" MOVABLE GALV. METAL
SKIDS W/ 4" TREX DECKING & TRIM.
SHIM AS REQUIRED. LEVEL TO
SIDEWALK.
(1) TREE
3' DIA. PLANTERS
REMOVABLE METAL POSTS
& WIRE GUARDRAIL 6" O.C.
0' 2' 4' 8'
MONTPELIER ALIVE
PARKLET SUBMISSION
BLANCHARD BLOCK
12/29/11
A1





0' 2' 4' 8'

MONTPELIER ALIVE

PARKLET SUBMISSION

BLANCHARD BLOCK

12/29/11

A2

Draft Charter Changes

For discussion on December 8, 2010

Ballot Artic1e 1: Shall the voters amend the Charter of the City of Montpelier to allow for a local sales tax as follows?

Add New Section:

Title XII -Section 2:

(a) Local option taxes are authorized under this section for the purpose of affording the City an alternative method of raising municipal revenues. Accordingly:

(b) The City Council will assess a sales tax of one percent; with the provision that 20% of revenues collected from the sales tax will be dedicated for [economic] business development and/or business promotion.

(c) Any tax imposed under the authority of this section shall be collected and administered by the Vermont department of taxes, in accordance with state law governing such state tax or taxes; provided however, that a sales tax imposed under this section shall be collected on each sale that is subject to the Vermont sales tax using a destination basis for taxation.

(d) Of the taxes reported under this section, 70 percent shall be paid to the City of Montpelier for calendar years thereafter. Such revenues may be expended by the City of Montpelier for municipal services *only* and not for educational expenditures. The remaining amount of the taxes reported shall be remitted monthly to the state treasurer for deposit in the PILOT special fund established in Sec. 89 of No. 60 of the Acts of 1997. Taxes due to the City of Montpelier under this section shall be paid by the State on a quarterly basis.

Existing Sections 2 through 10 shall be renumbered as Sections 3 through 11.

Ballot Article 2: Shall the voters amend the Charter of the City of Montpelier to allow for a local rooms/meals and alcohol taxes as follows?

Add New Section:

Title XII -Section 2:

(a) Local option taxes are authorized under this section for the purpose of affording the City an alternative method of raising municipal revenues. Accordingly:

(b) The City Council will assess rooms, meals and alcohol taxes of one percent; with the provision that 100% of revenues collected from the rooms, meals and alcohol taxes will be dedicated for infrastructure improvements and maintenance.

(c) Any tax imposed under the authority of this section shall be collected and administered by the Vermont department of taxes, in accordance with state law governing such state tax or taxes.

(d) Of the taxes reported under this section, 70 percent shall be paid to the City of Montpelier for calendar years thereafter. Such revenues may be expended by the City of Montpelier for municipal services only and not for educational expenditures. The remaining amount of the taxes reported shall be remitted monthly to the state treasurer for deposit in the PILOT special fund established in Sec. 89 of No. 60 of the Acts of 1997. Taxes due to the City of Montpelier under this section shall be paid by the State on a quarterly basis.

Existing Sections 2 through 10 shall be renumbered as Sections 3 through 11.

§5-501. City Meetings.

(a) On the first Tuesday of March in each year, a meeting of legal voters of said city shall be held as designated on the warning for such meeting, at a place or places to be appointed by the city council of said city, and a warning shall be posted in at least three public places within the limits of said city, and at least twelve days previous thereto, which warning shall be signed by the city clerk, or, in case of the city clerk's failure, by the mayor, provided that, if the annual meeting shall fail to be held for want of warning before mentioned, or for any other cause, the city shall not be thereby prejudiced, and the several officers hereinafter mentioned may, at any time thereafter, be elected at a special meeting, called for that purpose, as hereinafter provided; and provided, further, that any business required by this charter or the general law to be transacted at the annual city meeting may be transacted at such special meeting.

(b) The warning for annual and special city meetings shall, by separate articles, specifically indicate the business to be transacted, to include the offices and the questions to be voted upon. The warning also shall contain any article or articles requested by ten percent of the registered voters of the city and filed with the city clerk not less than 40 days before the day of the meeting.

(c) A vote taken at an annual or special meeting shall remain in effect unless rescinded or amended.

§5-503. Special city meeting.

The city clerk when directed by the city council, or [when requested in writing] upon written application by [five] ten percent of the legal voters of said city to do so, shall call a special meeting of the voters of the city in the same manner as is provided for the calling of the annual meeting; in case of the failure of the city clerk to call such special meeting as aforesaid, that duty shall be performed by the mayor, except that special meetings to authorize public improvements and the incurring of debt to pay for the same shall be warned as hereinafter provided in Subchapter 11. The city council shall call such special meeting within 60 days of the date the application is received by the city clerk. The city council may rescind the call of a special meeting initiated by it, but not a special meeting called on application of ten percent of the registered voters.

§5-513. Reconsideration and rescission.

(a) Action taken on a warned article at an annual or special meeting may be submitted to the voters at a subsequent annual or special meeting on motion of the city council or pursuant to a petition requesting reconsideration or rescission signed by not less than ten percent of the registered voters and filed with the city clerk within 30 days following the date of the annual or special meeting at which such action was taken.

(b) A majority vote in favor of reconsideration or rescission shall not be effective unless the number of votes in favor of reconsideration or rescission exceeds two-thirds of the number of votes cast for the prevailing side at the original meeting.

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for Special City Council Meeting
City Council Chambers, City Hall
Wednesday, January 4, 2012
7:00 P.M.

1) Call to Order by the Mayor

2) 12-001. General Business and Appearances

3) 12-002. Consideration of the Consent Agenda:

a) Consideration of Minutes from the December 7th, 2011 City Council Meeting and the December 21st, 2011 Special City Council Meeting.

b) Ratification of a poll vote taken on December 23rd for permission to close Main Street for First Night festivities.

c) Approval of an extension of the District Energy Project Manager Contract for Harold Garabedian.

d) Approval of the extension of the REACH Time Banks USA Evaluation and Training Contract.

e) Approval of the Grant Agreement for the Municipal Planning Grant for the rezoning initiative.

f) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following:

1) Application for a Catering Permit from The Skinny Pancake, Inc. for one of their "Green Drinks" events scheduled to be held on Tuesday, January 10th, 2012, from 6:00 to 8:00 P.M. at City Center, 89 Main Street.

g) Payroll and Bills

4) 12-003. Setting of "approximate times" for the following items.

5) 12-004. Appointment(s) to Montpelier's Conservation Commission.

   a) After 10 years of service, Kris Hammer is stepping down; his term is set to expire in February, 2014. Karen Freeman's term expires on January 22nd, 2012.

   b) Staff advertised and as of the deadline, December 29th, the only response has been from Karen Freeman who wishes to be reappointed.

   c) Recommendation: Reappoint Karen Freeman to another 3-year term; consider any other applications that might be submitted in the meantime for Kris Hammer's vacant seat.

6) 12-005. Opportunity for Paul Carnahan to update the Council on the Blanchard Block Project; Council will also be asked to consider a request for the use of two parking spaces for this project throughout the summer.

7) 12-006. Review of the Recreation Department Budget and wrap-up/approval of the City Council's Proposed Budget for FY '13.

8) 12-007. Consideration of any proposed Charter changes, the wording for such changes, and official filing with the City Clerk.

9) 12-008. Reports by City Council
10) 12-009. Mayor's Report
11) 12-010. Report by the City Clerk-Treasurer
12) 12-011. Status Reports by the City Manager
13) 12-012. Agenda Reports by the City Manager

Adjournment

On Wednesday evening, December 7, 2011, the City Council Members met in the Council Chamber.

Present: Mayor Hooper; Council Members Golonka, Hooper, Jarvis, Sherman, Timpone and Weiss; also City Manager Fraser.

Call to Order by Mayor

Mayor Hooper called the meeting to order at 7:00 P.M.

11-296. General Business and Appearances:

Marilyn Mode from the Taser Committee said it would be a real shame to look at this as a contentious issue, one that was either tasers or no tasers. She doesn't want us to lose sight of some of the other suggestions made in the report, specifically for CIT training and a citizens' review panel. Very important was the fact that the whole study gave the community a chance to see the City Council take a very difficult issue and contemplate it thoroughly. The process works, and that's important. She would suggest that of the $11,400 that they consider taking $5,000 and have two officers go to the CIT training and use it as a test. She would be very happy to work with the City Manager and Police Chief Facos to explore any funding possibilities we might have from the federal government or some private money from one of the organizations.

Zachary Hughes, a resident at 3 Prospect Street in Montpelier, noted that it is December 7th and it has been 70 years since Pearl Harbor. He wanted to thank the Council for the awesome opportunity and Chief Facos because without him this might not have been possible. The discussion of safety needs to be continued. There are other things besides tasers we could be discussing that could make this community safer. As we jump into the budget season he would like to note that services cost money and each year voters continue to vote for this budget unanimously and he would continue to challenge the voters to find a way to work with the city.

Casey Jones spoke to the council about an incident that his friend Austin had with the Montpelier Police Department.

11-297. Consideration of the Consent Agenda:

a) Consideration of Minutes from the November 9th and November 16th, 2011 Regular City Council Meetings.

b) Consideration of a "Declaration of Official Intent of the City of Montpelier to Reimburse Certain Expenditures from Proceeds of Indebtedness" for the District Heat Project. City Attorney Paul Giuliani suggests that a reimbursement resolution be in place before any project costs are paid.

c) Consideration of quotes received for the printing of the City's Annual Report. Of the five "invitations to bid" sent out, only two companies responded: Accura Printing - $6,795; and L. Brown & Son - $6,825. Staff has experienced excellent service from both companies.

d) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following:

1. Ratification of the Issuance of a Catering Permit to Yebba, Inc., d/b/a The Abbey Pub & Restaurant, for an "Afternoon Reception" scheduled to have been held on Monday, November 28th, from 3:00 to 7:00 P.M. at the State House.

2. Ratification of the issuance of a Special Event Permit to John and Katherine McCann, d/b/a North Branch Vineyards, in order to participate in the "Touch of Vermont Holiday Gift Market" being held in the City Hall Auditorium on Saturday, December 10th, from 9:00 A.M. to 4:30 P.M.

3. Application for a Catering Permit from Langdon Street Pub Company, d/b/a McGillicuddy's Irish Pub, for a 40th Wedding Anniversary Party scheduled to be held on Sunday, December 18th, from 1:00 to 9:00 P.M. at the Vermont College of Fine Arts' Gymnasium. (Note time was changed from 5:00 P.M. until midnight.)

c) Payroll and Bills

General Fund Warrants dated November 16, 2011, in the amount of $442,952.43 and $1,594,263.46.
Payroll Warrant dated November 24, 2011, in the amount of $143,339.19 and $26,842.97.
General Fund Warrants dated December 1, 2011, in the amount of $293,048.60 and $7,727.84.
Community Development Agency Warrants dated September 9, 2011 in the amount of $10,100 and October 7, 2011 in the amount of $4,516.00.

Item (b) consideration of the Declaration of Official Intent was removed from the consent agenda at the request of Council Member Golonka.

Motion was made by Council Member Hooper, seconded by Council Member Sherman to approve the remainder of the consent agenda.

11-297(a) Consideration of a "Declaration of Official Intent of the City of Montpelier to Reimburse Certain Expenditures from Proceeds of Indebtedness" for the District Heat Project. City Attorney Paul Giuliani suggests that a reimbursement resolution be in place before any project costs are paid.

Council Golonka asked if they were declaring this to themselves. He needs a little more explanation.

City Manager Fraser replied the City Attorney recommended the City do this.

Motion was made by Council Member Jarvis, seconded by Council Member Hooper to table this agenda item until more information could be obtained. The vote was 6-0, motion carried unanimously.

11-298. Setting of "approximate times" for the following agenda items.

Council Members set times for each of the agenda items.

11-299. Consideration of appointing a City rep to the Kellogg-Hubbard Library's Board of Trustees.

a) City Councilor Tom Golonka recently notified John Page, President, and Jim Clemons, Vice President of the Board, that he will be stepping down. In his e-mail he stated, "Give my increased commitments with the VT State Pension Board, the City Council and my kids' commitments, I find it increasingly difficult to attend and participate at the level I should."

b) Councilor Golonka requested that this item be included on an upcoming agenda for discussion.

c) Recommendation: Discussion; possible direction to staff.

Council Member Golonka said his term is up and he doesn't want to serve for another two years. The question before us is do we want a Council

Representative or do we want to advertise for the position? He thinks it is important to have our voice heard so if we appoint somebody outside the Council they should understand what their role would be.

Council Member Weiss said the bylaws of the Kellogg-Hubbard Library read that new trustees shall be public trustees nominated by the City Council. If the Council wants to nominate another Council Member that's fine, but if they want to nominate an outside person that's eligible in terms of the bylaws.

Mayor Hooper said if they are going to do that and we want our voice we should say that these are our expectations.

Council Member Golonka said the one thing he would like to see from anyone who applies is somebody who would be willing to bring the Council's perspective to the board and keep us informed about issues that may affect the city. It's good to have a Council Rep but he doesn't think it's necessary. An issue that is coming up next year is an increase for a requesting for funding from municipalities. Montpelier is going to be getting a large request for an increase. That will be a big issue. The funding formula they use to allocate is going to be an issue. He told them he would be willing to stay on the Finance Committee.

Council Member Sherman offered to serve on the Library Board.

Motion was made by Council Member Jarvis, seconded by Council Member Timpone to appoint Council Member Sherman to serve on the Kellogg-Hubbard Library Board as the City Council representative. The vote was 6-0, motion carried unanimously.

11-300. Introduction and discussion regarding the City's FT 2012-13 Budget.

City Manager Fraser said this year's budget presentation is different. It is broader with more choices and also some history. It is really great we have people interested in this budget this year.

Montpelier is at a critical crossroads. Without a fundamental change we are a high service town with many amenities but have an increasing number of people who cannot afford to live here. That was actually written in the 1993 Annual Report by then City Manager Ryan Cotton, the last time the local options tax was approved.

City Manager Fraser did a power point presentation. A copy will be made a part of the permanent record.

He said this past year the City Council adopted a policy on the fund balance use and a debt management policy, they have been reviewing barriers to housing recognizing that we need housing to benefit both the schools and city. They are reviewing and making recommendations regarding the capital improvement structure for public facilities. The Employees Health Insurance Committee made a recommendation which prevented a $100,000 in increase. The city is reorganizing its financial functions as per recommendations in the MATRIX Report.

He indicated that as many as 15 employees could lose their jobs and many services could be cut. Who will feel the gain? Obviously, taxpayers will have lower tax bills and the higher property tax owners will benefit.

Their first public hearing will be on January 11th and the second and final public hearing is on Thursday, January 26th which is also the deadline for petitions. Finally, on March 6th the city will vote on the budget.

Mayor Hooper said Bill explained the timeframes they have for working their way through the budget. She told City Council they needed to have a conversation about the principles of building the budget. There was a meeting on Monday at 5:15 P.M. which was a great opportunity for all of the members of the community to sit at the table.

Council Member Jarvis asked what was the difference between what the Capital Improvements Committee recommended in terms of spending this year and what Bill is suggesting.

City Manager Fraser said the Capital Improvements Committee had identified as much as $2.6 million that we need.

Council Member Golonka said Bill brought up the Recreation Department. He indicated issues in regards to the reserve fund. Do you know what the overall dollar amount of the reserve fund? If they have a $400,000 reserve fund for an $800,000 budget something is wrong. We really need to address that as soon as possible and ask the Recreation Board to come to a council meeting.

Mayor Hooper said her recollection was they were saving to put on a new roof.

Finance Director Gallup replied the Recreation Department Fund Balance was $221,000 at the end fiscal year 2010.

Peter Nielsen said he appreciates the different scenarios and the way it was broken down. In response to what has been a growing concern he doesn't understand why they weren't able to look at anything that cut into the essential services. The idea we cut the holiday lighting and the police support for the different parades and events downtown to him feels like we are just cutting into the social value of the town. He really doesn't feel they were presented with anything that shows how they could cut into that 75 percent of the budget for essential services and try to reshape those a little bit to get some savings that keep Montpelier the way we love it and also begins to address the problem they are still facing.

City Manager Fraser replied that one of the great difficulties in this process is that everyone has different priorities and different goals. Everyone is not going to agree what to cut to get the 3 percent tax cut. They have a core obligation to provide certain services to their community – public safety, infrastructure, etc. He is of the opinion that cutting down will hamper the services. They took the answers from the Citizens Survey into consideration regarding valuable city services.

Mayor Hooper reminded people that the charter says that the City Manager presents the Council with a budget. The Council then reviews it and makes it their budget and then gives it to the people to vote on. What the agenda calls for following Bill's presentation is a review of Department of Public Works and the Capital Improvement Plan and Equipment Plant.

11-301. Complete review of Operating Budgets for Department of Public Works, Capital Improvement Plan and Equipment Plan.

Finance Director Gallup explained everything is a little different this year. She reviewed the budget book with the Council. There is a new debt management policy and a new fund balance policy as well as some organizational charts.

City Manager Fraser said they focused on the funding dollars for equipment and capital planning. There is $149,000 of line cuts through the various departments.

Todd Law, Director of Public Works, said the first part of the book they are looking at is general fund expenditures. Salaries and wages are up. They have a very capable maintenance person who has assumed a lot more responsibilities and oversight of City Hall. He is doing a lot of projects that probably would have been contracted out. They are looking at increasing his salary and offsetting that by reductions in building repair maintenance and other purchased services. The only other increases are electricity and heating fuel. Fuel prices are projected to be up almost 5 percent over the next fiscal year so that will be echoed through every portion of this budget that has anything to do with fuel. They are looking at significant increases again this year. Overall they are about $8,000 above last year for the entire budget.

Mayor Hooper said he was offsetting increased salary expenses with not doing other improvements. The analysis they had done on the building called for making significant improvements.

Public Works Director Law said the capital assessment is being addressed later with capital improvements.

Mayor Hooper asked if he had thoughts about what they could do for saving for the long term on fuel expenditures if we were making investments now.

Public Works Director Law replied the capital needs assessment does address some of that and talks about the windows and insulation in the roofs. They have put locks on some of their thermostats so no one can play with them.

Public Works Director Law reviewed the Street Department salaries and wages and said cost of living and step increases have caused that line item to go up. The price of road salt is up again with a $13,000 increase. The street supervisor has stressed to use salt only when they have to. They have also increased crack sealing which is a major preventative function to maintain the life expectancy of their asphalts. With a sizeable budget they have a $74,000 increase which deals with rising fuel and materials costs.

Council Member Hooper asked if there were any personnel changes in the base budget.

Public Works Director Law replied not in the budget. They have reduced personnel at the waste water treatment plant. They have had their mechanics doing some maintenance work over at the waste water treatment plant.

Mayor Hooper said Level 6 calls for another street position to be eliminated.

Public Works Director Law replied that means for their winter operations they can try to stretch to utilize some of their water/sewer personnel. It will be another reduction in service for streets. Currently it takes about 4 ½ hours to do a route for the whole city to be done in one plow route doing about 52 miles of roads. With two people gone it will take them another 2 hours. The normal plow route should take about 3 ½ hours. For the summer construction work it would hamper how they do their work. He spoke of the storm water management process and that would hurt unless they put more in the operations budget to clean catch basins.

He went on to review fleet management and said the overtime is up in this budget to more accurately reflect the mechanic who is on call during winter operations. They do have fuel reimbursement from internal and external customers that utilize the Public Works' pumps and fuel. Under communications that is a significant increase because of the GPS. They utilize that for safety so they know where their equipment is and efficiencies. During the last storm they noticed that one of the sidewalk plows wasn't making the progress they wanted so the street supervisor reassigned a couple of other people to pick up the slack.

Mayor Hooper said one of the things the summer committee's contemplated was that as we did street work we would also do sidewalk, pedestrian and bicycle enhancements as we go along. Has there been money allocated for that?

Public Works Director Law replied there is money for sidewalk and bike paths but a lot of them would be streets that would be rebuilt.

Council Member Sherman added he didn't have anything in the budget for bridges in the capital plan. What about the surface of the Granite Street Bridge?

Public Works Director Law replied they did a project two years ago to resurface the Granite Street Bridge and it didn't hold up. That is one of the issues with the wooden bridges; nothing seems to bond to them. They may have to do some remediation rehab further down the line with the wooden planks themselves. There is some maintenance that needs to occur. They need to start cleaning and painting some of their bridges.

Finance Director Gallup said the good news with the water fund is that for FY'11 it was the first positive year for water fund financially. You'll see the revenue is up $206,000 in the FY'13 over FY'12. It's good to see that we are not still losing ground by conservation.

Mayor Hooper asked what they need to know about water expenditures.

Public Works Director Law replied water expenditures under water administration don't show a lot of change. There is $5,000 which is a minimal amount in a proposed budget of $1.27 million. Water supply and treatment, including operating supplies, stand out and that is cost increases they were expecting from chemicals which would be attributed to trucking, etc. The plant is about 13 years old at this point some of the equipment needs more maintenance.

Finance Director Gallup spoke about the debt for the water fund.

Mayor Hooper asked if he had talked to the Council about not being able to keep up with the infrastructure for water and sewer as well as street work.

Public Works Director Law said that is one of the reasons they have a fairly large staff in the water and sewer division because there are so many breaks and repairs and so much cleaning that is necessary because of the aging infrastructure. They have to rebuild manholes and a lot of the water and sewer system is 100 years old in some areas. There is a substantial amount of breaks every year and a couple that were sewer plugs. If we improve our infrastructure there could be some potential savings in operation and maintenance by a reduction of staff.

For water distribution operating supplies are up. They need to look at meters and replacing them. There is a "no lead" law and they will have to remove and replace meters with the low lead to no lead.

They have a large pile of recycled asphalt at the stump dump. When the state does Montpelier Class 1 highways they bring the old asphalt up to the stump dump and every two years they crush the recycled asphalt and turn it into gravel so it offsets a lot of costs. Every time they have a repair they use the recycled asphalt.

Finance Director Gallup added there are some equipment purchases in here which is good. It tells you what equipment we are putting in this budget.

Public Works Director Law said you will notice in the sewer fund for the waste water treatment plant there is a difference in the salaries and wages. They have made a cut there and they are down to three personnel. They are looking at offsetting that with some shared workers. There are two very good operators up at the water plant who are good at working on machinery, etc.

11-302. Discussion of the findings from the "Reapportionment Committee."

a) This committee was formed by the City Council as one of the "Summer Study Committees," under *Good Governance*. The Council rep and chair of this group is Alan H. Weiss.

b) The committee's charge was to "analyze census data and begin district reapportionment, as appropriate."

c) Recommendation: Presentation from Committee; discussion; Council needs to decide what their next steps will be.

Council Member Weiss reported there was a memoranda from the Committee entitled "Reapportionment." He reviewed the highlights of the report. He said there are two options which are to accept the report and let the status quo remain or initiate a redistricting process which will call for a March vote and in August we have a primary. If you decide as a Council to go ahead with redistricting then the third option becomes very important. There have been a couple of exceptionally good committees and he believes the Council should consider a redistricting committee.

Eric Schwarnberg said the goal was to determine the census population by voting districts. He explained how he determined the population in each district.

Council Member Hooper said he thinks this is a great report and it would be nice to have the map.

Council Member Weiss said the Council has the right to reapportion districts but there is no guidance. The City Council is empowered to designate or eliminate the boundaries of voting districts which is quoted from the charter. Changes shall not be made more frequently than once in five years. Such changes shall be approved by the legal voters and shall become effective immediately upon approval. The recommendation is to retain the status quo or make a decision tonight or at some future point to go ahead with reapportionment.

Council Member Hooper moved to direct the staff to advertise for people to serve on a reapportionment committee. Council Member Weiss seconded the motion. The goal would be to have it on the November ballot.

Mayor Hooper called for a vote on the motion. The vote was 6-0, motion carried unanimously.

11-303. Reports by City Council.

Council Member Weiss said the Washington County pre-budget meeting will be held on December 14th and the Council should have a representative present. Council Member Weiss volunteered to attend. When Todd Law was making his presentation he talked about an employee who had been with the city for 40 years. We have employees who have been here 25 and 30 years. He would love to see their pictures on the back cover of the Annual Report instead of the City Council Members.

Council Member Golonka said on the regionalization efforts it looks like Berlin has approved the $15,000. Barre City hasn't made a decision. They tabled it and their concern was they didn't know if they wanted to have a vote. He mentioned the pictures in the City Council Chambers. The T.W. Wood Art Gallery and the city's responsibility as owners of the paintings and what they are going to do with them if they close their facility here in Montpelier. The Council should have an update. As he understands the original trust with the City of Montpelier they should be consulted if they are no longer going to be in Montpelier. He would like to hear from Joyce and the Wood Art Gallery to know what is going on. He would like to have that put on a future agenda.

Council Member Jarvis said Montpelier Alive will host a party at 41 State Street on Friday from 5:30 P.M. to 7:00 P.M. and the City Council Members are invited.

Council Member Sherman said they are supposed to do a review of the City Manager before February.

11-304. Mayor's Report

Mayor Hooper reported she would not be running for another term as Mayor. It has been a pleasure to serve. We have a remarkable staff. The team that Bill has put together every day does so much for this community.

11-305. Report by the City Clerk-Treasurer

Clerk & Treasurer Hoyt reminded members of the viewing audience that the water & sewer bills were due on December 15^{th}.

11-306. Status Reports by the City Manager

City Manager Fraser thanked his staff for a lot of hard work and discussions. He is meeting with our consultant with State Buildings on the Carr Lot Project which is where the bike path design is. The district heat agreements are getting very close.

11-307. Agenda Reports by the City Manager.

Adjournment:

After motion was duly made and seconded by Council Members Hooper and Timpone, the council meeting adjourned at 10:45 P.M.

Transcribed by: Joan Clack

Attest: ________________________________

Charlotte L. Hoyt, Clerk

Sandy Pitonyak

From: Angela Timpone [angelatimpone@gmail.com]
Sent: Wednesday, January 04, 2012 1:09 PM
To: Brian Ricca; Carol Paquette; Carolyn Herz; Charlie Phillips; Lowell VanDerlip; Steve Robinson; Sue Aldrich; Jones, Kenneth; jamkids@gmail.com; Arne McMullen; William Fraser
Cc: L-Council; Sandy Pitonyak
Subject: Recreation Department Review Committee

Hi all,

Below is the committee charge I will be presenting to the City Council tonight. Since tonight the school board and city council will be simultaneously meeting, I wanted to share this charge with you before our meetings with the hope that tonight the School Board can vote two board members to service on the committee. The City Council has already appointed myself and Council Member Weiss to the committee. I would like to schedule our first meeting for next week.

Thank you,

Angela

Montpelier Recreation Department Review Committee Charge:

The committee, appointed by the Montpelier City Council, will include two city council members, two school board members, two recreation board members, and city staff and will thoroughly review the structure, oversight, and governance of the Montpelier Recreation Board. The committee will report back to the Montpelier City Council with recommendations by February 22, 2012.

--
Angela MacDonald-Timpone
802-238-1572
www.parenting-autism.org
www.parenting-autism.org/blog.html

Parenting expert, writer, and activist.

Please use atimpone@montpelier-vt.org for all business relating to the City of Montpelier.

Please remember that any communication on Montpelier City business is a public record.

OFFICE OF THE CITY MANAGER
City Hall - 39 Main Street, Montpelier, VT 05602
Telephone: (802) 223-9502
Fax: (802) 223-9519
E-Mail: wfraser@montpelier-vt.org

December 8, 2011

The Times-Argus
Att: Classifieds

Please insert the following with City of Montpelier notices on Monday, December 12th, and Thursday, December 22nd, 2010. Thank you!

CITY OF MONTPELIER
Conservation Commission Vacancies

The City of Montpelier is looking for citizens interested in filling an unexpired 3-year term which will expire in February, 2014; and a full 3-year term which will expire in January, 2015. Letters of interest and/or resumes should be submitted to the Office of the City Manager, City Hall - 39 Main Street, Montpelier (or by e-mailing spitonyak@montpelier-vt.org) by noon on Thursday December 29th. The City Council will make these appointments at their special meeting on Wednesday, January 4th, 2012. Applicants are encouraged to attend; all meeting rooms and facilities in City Hall are handicapped accessible. Further information may also be obtained by contacting Commission Chair Roy Schiff: 223-7214.

William J. Fraser
City Manager

Sandy Pitonyak

From: Karen Freeman [kfreeman@vhcb.org]
Sent: Tuesday, December 20, 2011 4:06 PM
To: Sandy Pitonyak
Subject: RE: Conservation Commission

Hello Sandy – I wanted to let you know that I would very much like to be reappointed to serve another term on the Montpelier Conservation Commission.

Best Wishes for the Holidays!

Karen

Happy snowy morning!

My sincere apologies for this late request for next week's First Night celebration.

We respectfully request to have Main Street closed as follows:
8:45 PM-10:15 PM: Main Street from Barre Street to intersection of Main and State streets.
9:00-9:20 PM: Main Street from Kellogg Hubbard Library to City Hall Plaza for the parade.

- Following the parade, the crowd will gather in the street in front of City Hall for a dance party that will end promptly at 10 PM. I expect the crowd will clear quickly, especially if the weather is conducive for the lantern launch at Vermont College at 10:15.
- We also request that the meters in front of City Hall and directly across the street get bagged so that we can set up in those spaces throughout the afternoon/evening.
- Chief Facos suggested barricades at Barre Street but allowing access to the Pitkin lot from the driveway between City Hall and Rite-Aid.

I believe the Central Vermont Runners Club submitted their request for road closures related to the 5K road race at 3 PM.

From: Sarah Jarvis
Sent: Friday, December 23, 2011 11:25 AM
To: Sandy Pitonyak
Cc: L-Council; Charlotte L. Hoyt; William Fraser; James Quinn; L-DISPATCH; L-PD_SUPER; Brian Tuttle
Subject: Re: Road Closing

I approve of these street closures.
Thanks!
~ Sarah

From: Nancy Sherman [nsherman@cvcoa.org]
Sent: Friday, December 23, 2011 11:27 AM
To: Sandy Pitonyak; L-Council
Cc: Charlotte L. Hoyt; William Fraser; James Quinn; L-DISPATCH; L-PD_SUPER; Brian Tuttle
Subject: RE: Road Closing for First Night

I approve the First Night street closing.
Question – How will the crowd move up to Vt. College for the lanterns – walk up East State St.?

-Nancy

From: Timothy Andrew Hooper
Sent: Friday, December 23, 2011 11:28 AM
To: Sandy Pitonyak
Subject: Re: Road Closing

Well, yeah.
That's kind of a gimme.

From: Angela Timpone [angelatimpone@gmail.com]
Sent: Friday, December 23, 2011 11:51 AM
To: Sarah Jarvis
Cc: Charlotte L. Hoyt; L-DISPATCH; Sandy Pitonyak; L-Council; L-PD_SUPER; Brian Tuttle; James Quinn; William Fraser
Subject: Re: Road Closing

Ok with me.

Sandy Pitonyak

From: Tom Golonka [tomgolonka@comcast.net]
Sent: Wednesday, January 04, 2012 2:12 PM
To: Alan Weiss - Basic ISP; Andy Hooper; Angela Macdonald-Timpone; Beverlee Hill; William Fraser; Mary S Hooper-GMail; Nancy Sherman-cvcoa; Sarah Jarvis-Yahoo; Sandy Pitonyak; Tom Golonka-Comcast
Subject: Fw: Local Option Tax
Attachments: scan0039.jpg

FYI

From: Brian Cain
Sent: Wednesday, January 04, 2012 1:56 PM
To: tomgolonka@comcast.net
Subject: RE: Local Option Tax

Hi Tom:

I just received this letter from one of our main carriers and thought it would be helpful for tonight's City Council meeting. Please feel free to share it with anyone you see fit. See you tonight.
Brian

Holiday Vacations™
A Division of Holiday Travel, Inc.

2727 Henry Avenue, P.O. Box 87
Eau Claire, WI 54702
(715) 834-5555 • (715) 834-8554 FAX

January 4, 2012

Brian Cain
Capitol Plaza Hotel
100 State Street
Montpelier, VT 05602

Dear Brian,

Thank you for advising us of the suggested 1% Local Option Tax. I understand that this would be charged on all of our services during our stay in Montpelier.

Whilst 1% may sound like a small amount it adds to our bottom line. Our cost was $31,000 for our groups staying in Montpelier in 2011. A 1% tax would amount to an increase of $310 in 2012. Increases such as these are not looked at favorably. We have found that these taxes are often increased once implemented.

Our groups have really enjoyed staying at your hotel and in Montpelier but each year we re-evaluate our overnight locations. Now more than ever we must find ways to lower our costs in an attempt to balance the extreme increase in air costs. There are many other suitable locations to stay in Vermont. We strongly considered Burlington and Stowe before settling on Montpelier in 2011.

We hope that you can convince the City Council that the benefits of implementing this tax may be short lived if groups choose another location for accommodations. Last year we brought 173 guests into Montpelier for two-night stays. They had a leisurely time in the city which allowed them to shop and dine locally.

We are hopeful the city decides that the additional tax may not be in the best interests of the community.

Sincerely,

Rob Foeckler

Rob Foeckler
New England Program Director

To: Montpelier City Council
From: Mary Hooper
Date: January 3 2012
Re: Sales tax chart proposal

I recommend the proposed chart language for the sales tax be modified as follows.

(b) The City Council will assess a sales tax of one percent; with the provision that 20% of revenues collected from the sales tax will be dedicated to ~~business development and/or business promotion~~ *economic development based upon a plan annually approved by the city council.*

We are proposing to amend the charter and need to provide both certainty about how the funds will be spent and sufficient flexibility to stand the passage of time. This language would allow the city council to establish priorities and appoint a committee to develop the plan and then allow it to be publicly vetted.

I am concerned that there be a public process which focuses on broad economic development opportunities which are part of a long term strategy, not individual one off proposals. We should be strategically investing these dollars in a way which collectively raises the prosperity of the all of the commercial community not just a particular business.

Fourteen years ago, when the city council created and funded the downtown association it did it based on a thoughtful plan which provided for the strategic and comprehensive improvement of the downtown. It avoided the pitfall of funding individual proposals which might have merit but did not address the overall needs of the community. If we apply this same thinking to allocation of the sales tax receipts, we can assure all of our retail business reap benefits of this proposal.

Sandy Pitonyak

From:	William Fraser
Sent:	Friday, December 23, 2011 2:33 PM
To:	Charlotte L. Hoyt; Sandy Pitonyak
Subject:	Minites of 12/21 830 am meeting

Special City Council Meeting, December 21, 2011. City Council Chamber

Called to order at 8:30 AM, all council members present

Also present were members of the energy team – Edith Pike-Biegunska, Justin McCabe & School Board Rep Ken Jones. Also present were City Manager William Fraser, Attorney Richard Saudek, Consultant Harold Garabedian, DPW Director Todd Law and Reporter Keith Vance.

Mr. Jones addressed the council in his School Board capacity and expressed concerns about the upcoming discussion concerning the Recreation Department.

Mr. Fraser, Mr. Saudek and Mr. Garabedian provided an outline of proposed agreements between the city and state for the District Heat project.

At 9:00 AM,. Council Member Jarvis moved to go into executive session pursuant to 1 VSA 313 (a) (1) to discuss the areas of the proposed contract still under negotiation. Motion was seconded by Council Member Weiss. Vote was 6-0 in favor.

At approximately 9:30 AM, Council Members Golonka, Sherman and Timpone left the meeting for prior oblgations.

At 10:00 AM, Council Member Jarvis moved to come out of executive session. Motion was seconded by Council Member Weiss. Vote was 4-0 in favor.

No further action was taken. Council Member Jarvis moved to adjourn, seconded by Council Member Weiss. Vote was 4-0 in favor. Meeting was adjourned at 10:01 AM.

Submitted by

William Fraser, City Manager

William J. Fraser, ICMA-CM
City Manager
City of Montpelier
39 Main Street
Montpelier, Vermont 05602
Phone: (802) 223-9502
Fax: (802) 223-9519
www.montpelier-vt.org

GRANT AGREEMENT
Between the
STATE OF VERMONT
DEPARTMENT OF ECONOMIC, HOUSING AND COMMUNITY DEVELOPMENT
and the
City of Montpelier

This Grant Agreement (hereinafter "Agreement") in the Grant Award amount of $15,000 is made and entered into between the State of Vermont Department of Economic, Housing and Community Development (hereinafter "Department") and the
City of Montpelier
(hereinafter "Grantee"), (hereinafter collectively "Parties") for a project described as:
Municipal Plan Update

This Agreement consists of the provisions stated herein and the attachments itemized below, all of which are incorporated herein, and together constitute the entire agreement between the Department and the Grantee and no representations, inducements, promises, or agreements not embodied herein shall be of any force or affect, unless the same are in writing:

Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D – Procurement Provisions

The signatures of the undersigned indicate that each has read this Agreement in its entirety and agrees to be bound by its provisions.

Dated by this Department this _____day of _____________________, 201_.

VERMONT DEPARTMENT OF ECONOMIC, HOUSING AND COMMUNITY DEVELOPMENT

By:___________________________
Noelle MacKay, Commissioner

GRANTEE
City of Montpelier

By:______________________________
William Fraser
City Manager

I. GRANT AWARD

The Department has awarded the Grantee a sum not to exceed $ $15,000 to perform the Scope of Work outlined in Attachment A ("Scope of Work to be Performed"). The Grant Funds shall be disbursed in accordance with the provisions of Attachment B ("Payment Provisions"). Disbursement of the final 30% of the Grant Award is subject to the Grantee's expenditure of the Match Funds, if required, set forth in Attachment A. The Grant Award and any required Match Funds identified in Attachment A may be proportionately reduced if the Total Project Costs are not fully expended.

In no event shall this Agreement be construed as a commitment by the Department to fund future applications and/or programs.

II. AUTHORITY

This Agreement is authorized by 24 V.S.A. § 4306(b)(1)-(3).

III. PERIOD OF PERFORMANCE

The project activities under this Agreement shall commence on November 15, 2011 and end no later than May 17, 2013.

IV. OBLIGATIONS OF THE GRANTEE

A. The Grantee shall satisfactorily perform and complete the Scope of Work to be Performed and utilize the Grant Award and Match Funds, if required, in accordance with the Work Plan and Budget Summary set forth in Attachment A, and comply with all other provisions of this Agreement.

B. If the Grantee, Subgrantee, or contractor issues a press release, public communication or product pertaining to the project assisted by this Agreement, **this shall include a statement that the assisted project is funded by a Municipal Planning Grant, awarded by the Department of Economic, Housing and Community Development.**

C. For any projects including a GIS component:

   1. The Grantee shall ensure any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall include the GIS Data Information Form as a final product to the work performed. Grantee shall also submit, with the final report, copies of material documents, and copies of digital data produced with the Grant Award or any portion thereof. Digital data includes spatial and tabular data attributes, documentation files, and plot files, and must meet applicable standards as to physical media, data format, and

documentation of all products using the VGIS metadata standard. (It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog).

2. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes, but shall not copyright these materials.
3. Digital Spatial Data will be submitted on a single CD or DVD in Vermont State Plane Meters Coordinates, NAD 83 with its accompanied GIS Data Information Form. Any of the following file formats is acceptable:
    a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
    b. .dwg (CAD file)
    c. .dxf (CAD file)

[Please note that technical assistance and information on these guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (http://www.vcgi.org/standards or 802-882-3006): Relevant documents include: Municipal Property Mapping Guideline; Contracting with GIS Consultants; Vermont GPS Guidelines.]

V. MODIFICATIONS OR TERMINATION OF AGREEMENT

The Department or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of state funds. Upon said termination, the Grantee shall return any unexpended or unobligated Grant Funds to the Department.

In the event that state funds supporting this Agreement become unavailable or are reduced, the Department may terminate this Agreement and shall not be obligated to pay any amounts from State revenues or any amounts awarded but not disbursed. However, if funds are available to the Grantee from the Department but are less than the Grant Award, the Grantee may alter tasks and products outlined in Attachment A proportionally, subject to review and approval by the Department, which shall not be unreasonably withheld.

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations, properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the date thereof.

No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the Department and Grantee.

Attachment A
WORK PLAN AND BUDGET SUMMARY
MP-2012-Montpelier City-00084
City of Montpelier

Task	Responsibility	Task Description	Personnel Hours	Personnel Hourly Rate	Personnel Cost	Materials Cost	Total Cost
1 - Community Mobilization	CVRPC and City Planning Director	Publicizing the work that has been done to date, organizing community meetings to engage the public in the issues associated with historic preservation, urban redevelopment, and infill strategies.	50.00	$40.00	$2,000.00	$250.00	$2,250.00
2 - Neighborhood Development Standards	CVRPC and City Planning Director	Using materials developed with public input, complete the drafting of the neighborhood development standards for the city. This will include historic preservation, form based code for urban redevelopment, infill, and natural resource protection.	140.00	$40.00	$5,600.00	$250.00	$5,850.00
3 - Draft Zoning Revision	CVRPC and City Planning Director	Incorporating the work done on specific neighborhoods, correcting other issues that have been identified in the zoning review and looking at how the whole package meets our needs for more affordable housing, a new ordinance will be drafted.	150.00	$40.00	$6,000.00	$1,500.00	$7,500.00
4 - Public Meetings	CVRPC and City Planning Director	Attending Planning Commission meetings, public hearings, and neighborhood meetings to fully incorporate the public input into the new land use standards for the city.	60.00	$40.00	$2,400.00	$500.00	$2,900.00
Totals					$16,000.00	$2,500.00	$18,500

State Funds - Grant Amount Requested: $15,000

Match Funds: $3,500

ATTACHMENT B
PAYMENT PROVISIONS

I. PAYMENT PROVISIONS AND REPORTING REQUIREMENTS

Upon execution of this Agreement, the Department shall authorize 40% of the Grant Award to be released to the Grantee. A progress report will be due by September 24, 2012. Upon review and approval of the progress report, the Department shall release an additional 30% of the Grant Award. The final 30% of the Grant Agreement is a reimbursement for final expenses incurred by May 17, 2013, and is subject to the Grantee's expenditure of any required Match Funds set forth in Attachment A. The Grant Award and Match Funds, identified in Attachment A may be proportionately reduced if the Total Project Costs are not fully expended.

All costs for which reimbursement is requested must comply with Attachment A and be incurred during the Period of Performance.

The Grantee shall submit, no later than June 17, 2013, a final report. The report shall be written on a form provided by the Department, shall include copies of any final products outlined in Attachment A, and shall include documentation of all grant expenditures. Such documentation shall include, but not be limited to:

a. a summary ledger to accurately maintain financial records throughout the grant period;
b. receipts and invoices for all grant expenditures and a log of hours worked by municipal employees if the budget shows their time is paid for by the grant; and
c. copies of cancelled checks OR a computerized accounting report from the municipal treasurer documenting each payment for the grant (showing payee, date of payment and the check or transfer number and total expenditures).

Upon agreement between the Department and the Grantee that the final report and activities have been completed satisfactorily, the Department shall authorize the release of the final 30% of the Grant Award.

All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to progress reports and other proofs of work.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

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, and if this Subrecipient expends $500,000 or more in federal

assistance during its fiscal year, the Subrecipient 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 Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

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 21V.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 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. T**axes 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 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.

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 all subcontract or subgrant agreements and a tax certification in accordance with paragraph 11 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.

ATTACHMENT D
PROCUREMENT PROCEDURES

Background Information

Municipal planning grants are state funds granted to municipalities. Procedures for spending this Grant Award should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government. All subcontracts made pursuant to a municipal planning grant must: require all subcontractors to comply with the requirements of Title 21 of the Vermont Statutes Annotated, Chapter 5, Subchapter 6, relating to fair employment practices and the requirements of the Americans with Disabilities Act of 1990; conform to the record keeping requirements of this Agreement, and; ensure that all relevant products be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided these procedures are at least equivalent to the standards set forth below.

I. Determining the Type of Procurement:

Distinguishing personal services contracts from the purchase of goods when elements of each are involved: determine which of the personal service and the product is primary and which is ancillary.

Examples:

a. Purchase of equipment with service contract: purchase of equipment is primary, service is ancillary to keeping it in functioning order.

b. Hiring someone to make a study and write a report: the expertise of the person making the study and writing it up is probably primary, so the report is ancillary and a contract for personal services is needed.

II. Personal Services Contracts:

A. For personal services up to and including the amount of $1,000, a written contract is not required although it is recommended. A written contract in this context should address the issues required in a contract for goods or services costing more than $1,000. See section B immediately below.

B. For personal services over the amount of $1,000:

1. A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee's legislative body is required that sets forth clearly: the parties, the subject matter, the scope of work, the maximum that will be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, controlling law and number of originals of the contract. See model personal services contract at
http://www.dhca.state.vt.us/Planning/SampleContract.doc

2. The contract shall include the basis for the total cost or contract price: an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.

3. Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.

4. It is preferable to incorporate by reference any request for proposal (RFP) and proposal, or request for qualifications (RFQ) and qualifications, and include a copy of both to the contract as an attachment, to avoid confusion arising out of different language on the same subject appearing in the RFP/RFQ and the contract. An RFP/RFQ included as an attachment is not required. However, it provides a written record of the goods and/or services sought, and puts all potential vendors on an even playing field.

III. Methods of Procurement:

1. Up to and including $1,000 – the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.

2. More than $1,000 – The Grantee is required to maintain records in its files to document how the procurement decision was made. The following methods apply in order of preference of use:

a. Competitive Selection: Proposals and or qualifications should be requested from a number of sources and the RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant.

1. Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.

2. RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the vendor winning the bid, and all significant evaluation criteria, including their relative importance in the selection process.

3. If the Grantee utilized the services of a consultant to prepare its grant application the Town must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.

4. The Grantee shall prepare and document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be maintained in Grantee's official records.

5. The award shall be given to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other relevant factors.

b. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:

1. The item or service is available only from a single source.

2. Public emergency or urgent need for the service or item will not permit the delay of competitive selection.

3. After solicitation of a number of sources, competition is determined inadequate.

When any non-competitive selection method is used, the Grantee must maintain in its files a thorough explanation for the reason for determining that such a selection method is appropriate under the circumstances.

c. Other Methods of Selection: Additional innovative procurement methods may be used by Grantee with the prior written approval of the Department.

3. Negotiations with Potential Contractors: The contractor may be selected based on the response to the RFP/RFQ, and final terms of the contract negotiated after the contractor has been selected.

IV. An exception to compliance with the procurement methods may be permitted in the following case:

1. Use of the regional planning commission (RPC) if the Grantee requires the services of its regional planning commission in carrying out the provisions of this Agreement, procurement procedures need not be followed for the work being done by the RPC, subject to the following:

a. The RPC must document and justify its charges and they must be in accord with local standards for similar work; and

b. Any contracts awarded by the RPC to other contractors or suppliers in connection with performance of this Agreement must be made in accordance with these procurement standards and must incorporate the provisions contained in Section VI.

2. Use of same architect, engineer, or other professional at different stages of the same project. If the Grantee is satisfied with the qualifications and performance of the architect, engineer or other professional who was awarded and performed some work in connection with the grant, it may offer that firm or individual additional work under the grant agreement without going through the competitive selection process.

V. Waiver:

Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests of the State are served by such waiver.

VI. Standard State Requirement of Bidders:

Grantees must ensure the following requirements are met by those awarded a contract and are explicitly included in any such contract:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be maintained by the Grantee. 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, including any period for filing an appeal. The Grantee and 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 contract.

2. The Contractor certifies under the pains and penalties of perjury that he or she 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 as of the date the Contractor signs this contract.

3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.

4. The Contractor agrees to comply with the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.

5. The Contractor states that as of the date the contract 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. as agreed to a payment plan with the Vermont Office of Child Support and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

VII. Conflict of Interest:

Conflict of interest is narrowly defined as “a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person’s immediate family or household, or of a business associate of such a person, in the selection of a vendor of goods and/or services under this grant.”

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance, as well as the reality of, conflict of interest with respect to its procurement of both goods and services using these grant funds, and consult the Department when questions arise.

Sandy Pitonyak

From: Tom Golonka [tomgolonka@comcast.net]
Sent: Wednesday, January 04, 2012 1:33 PM
To: Alan Weiss - Basic ISP; Andy Hooper; Angela Macdonald-Timpone; Beverlee Hill; William Fraser; Mary S Hooper-GMail; Nancy Sherman-cvcoa; Sarah Jarvis-Yahoo; Sandy Pitonyak; Tom Golonka-Comcast
Subject: Comments

FYI

From: Ojkinzel@aol.com
Sent: Wednesday, January 04, 2012 12:14 PM
To: tomgolonka@comcast.net ; aweiss@montpelier-vt.org
Subject: (no subject)

Good day-
Have been meaning to send you a note on the budget, but Sheriff's work is busy and I work every Wednesday night. There is a rare opportunity to get this budget under control and not raise taxes. While Fraser has tried to present a budget, he is leaving certain areas out of negotiation or says it will hurt the services provided to the residents. Everything should be on the table- not just selective areas. If the State workers took a 5% pay cut, and law enforcement followed suit, why not the people who work for the City. Every department should be open for review. Now is the time to review how departments in City Hall work, look for economies of scale, what is over lapped between departments etc. We can't continue to operate under the same set of rules- things have to CHANGE.

Here are some thoughts:
1. if someone leaves a department, do not fill the opening for a minimum of 6 months. That will give time to really review ops and determine if that slot needs to be filled. Now is the time to review all operating procedures and try to reduce work, paper, and become more efficient both for the City and the services it provides.This should be for ALL departments including DPW, Fire and Police.
2. look at consolidation of administrative/secretarial functions within City Hall. I believe there could be a reduction of 1/4 in Clerks, 1/4 in Finance, and at least 1/3 in Plannng/Development.
3. why not impose a 5% reduction for all staff, especially DH and City Manager. Why are we giving raises to everyone while the rest of the state stays flat or is reduced 5%. (The Judicial bureau imposed a 5% reduction that has been in effect for over 2 years. One Friday a month the staff does not get paid-this includes all the Sheriff deputies and other staff).
4. A Capital infrastructure plan must be developed. The City had deferred maintenance too long, and now the same job for streets and sidewalk has increased dramatically. Put together a plan and follow it- do not rob Paul to fix Pete.
5. Actively pursue Berlin for water usage. They are proceeding with a plan because they perceive they will be tied to a changing contract. Work on a 25 year plan. The City is under utilized, and Berlin needs assistance asap. Time to burry the hatch and work together. We cannot stand alone and survive, especially with everyone trying to be conservative. The City has a great water system, why not share with Berlin, CVH, etc.

I know there is a lot here, but it is time for change. Hopefully the school system will follow suit- with a declining enrollment there must be consolidation. Put the 7th and 8th grade in the High School, the 6th grade at the Elementary school, and sell the Main Street school to a developer and put back on the tax rolls. It would make a great office building and has parking, water, sewer and power. I could see someone like the Connor group undertaking this project. The classes could be moved next fall. We have to want to change for the betterment of the City over the next decade- to stay the same will drive more people out of town and discourage people from moving in.

I encourage you to take some bold steps- now is the time to really represent your constituents. As allows I am available to chat. I have been there running my own business in Vermont and managing a bank in Delaware, in addition to being on the Selectboard in Berlin. Some decisions won't be easy or popular, but they will be best for the City and its future.

Otto Kinzel

City of Montpelier, Vermont
Continuation Agreement for Project Manager Services
with Harold Garabedian of Energy & Environmental Analytics
for the
Montpelier Community Energy Project

THIS AGREEMENT is made this 4th day of January, 2012, by and between Harold Garabedian of Energy & Environmental Analytics, with its principal place of business at 132 Northfield St. in Montpelier, VT 05602 hereafter referred to as the CONSULTANT and the City of Montpelier, VT with a principal place of business at the Montpelier City Hall, 39 Main Street, Montpelier, Vermont 05602-2950, hereinafter referred to as the CITY.

WHEREAS, the CITY wishes to employ the CONSULTANT for the purpose of providing project management services; and,

WHEREAS, federal funds may participate in the cost of the services described in this AGREEMENT pursuant to the provisions of Title 23, United States Code; and 23 Code of Federal Regulations, which are incorporated herein by reference, and,

WHEREAS, the CONSULTANT is ready, willing and able to perform the required services.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

I. SCOPE OF WORK

The CONSULTANT agrees to provide and the CITY agrees to accept project management services to conduct the following tasks:

1) In conjunction with Director of Planning and Community Development, supervision of all subcontractors and consultants;
2) Coordinating communication and reporting with the Department of Energy;
3) Working with State Department of Buildings and General Services on the construction of the heating plant and program reimbursement;
4) Working with the selected contractors to identify and secure commitments from public and private building owners.

The CONSULTANT and CITY shall identify primary work tasks to be completed by the CONSULTANT as the project advances. The CONSULTANT shall prepare written primary work task description outline, deliverable and associated labor hour estimate as they are identified, and submit them to the CITY at or near the beginning of the associated work.

All work done by CONSULTANT must comply with the federal requirements for contracted work, included herein as Appendix A. Failure to comply with these requirements will result in forfeiture of payment.

II. BEGINNING OF WORK AND TERMINATION

This AGREEMENT shall be effective on January 5, 2012 and shall be completed on or before December 31, 2012. The contract may be extended by mutual written agreement.

III. PROFESSIONAL FEES

General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this AGREEMENT and the subsequent scoping documents, the labor time and reimbursable expenses to the CONSULTANT. Labor time and reimbursable expenses will be invoiced at a rate of $85 per hour, or $680 per day, inclusive of all expenses except travel and related direct costs.

IV. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Vermont, U.S.A. If any provision in this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

V. RESOLUTION OF DISPUTES.

If a disagreement arises concerning a matter covered by this Agreement, CITY and CONSULTANT agree to promptly communicate with each other regarding the matter and to attempt to resolve the disagreement to their mutual benefit. All attempts will be made to resolve the dispute without litigation, including first working with mediators that can be mutually agreed by both parties. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.

VI. ENTIRE AGREEMENT

This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement between the parties. This Agreement supersedes any prior or contemporaneous oral or written communications, understandings or agreements related to the subject matter of this Agreement.

VII. PAYMENT PROCEDURES

Invoices shall be submitted monthly to the City of Montpelier, Planning and Community Development, at 39 Main Street, Montpelier, Vermont 05602-2950.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date and year first above written.

Energy & Environmental Analytics

By:_____________________________
Harold Garabedian

Title:__President____________

Date:___________________________

CITY of MONTPELIER, VERMONT

By:_____________________________
William Fraser

Title:___City Manager_________________

Date:___________________________

APPENDIX A: Federal Requirements

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Lobbying Disclosure Requirements

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to
a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, ____________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

____________________________ Signature of Contractor's Authorized Official

____________________________ Name and Title of Contractor's Authorized Official

_____________________________ Date

<u>Access to Records Requirements</u>

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

Federal Changes Requirements
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives,

including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts Requirements

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil
Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Montpelier. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Montpelier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights Requirements

The following requirements apply to the Project Manager contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes and Conflict Resolution Requirements

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Incorporation of Federal Transit Administration (FTA) Terms Requirements

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Scope of Work for Technical Assistance to REACH Project
Year 3 - Objectives and Activities for 2012

By TimeBanks USA, November, 2011

EXECUTIVE SUMMARY

The City of Montpelier (VT) partnered with TBUSA for the design, development and implementation of the REACH Project. The City of Montpelier is responsible to oversee and implement the project and for initiating and establish the REACH CareBank. The responsibilities of TBUSA are to provide technical assistance that advances the mission and success of REACH and promotes evaluation and learning that promote the aim of developing CareBank models and practices for replication at other locations. TBUSA technical assistance services and support focus on (a) training and consultation, (b) evaluation services, and (c) software customization for Community Weaver 2.0.

This scope of work outlines the framework for TBUSA's technical assistance to REACH for 2012 which will focus on four objectives:

> **Objective 1) Strengthening and extending REACH strategies and programs:** advise and assist to evelop, define, refine strategies, programs and activities and to glean lessons that will sustain the ongoing implementation and growth of REACH. Products: consultation working papers; final report on CareBank strategies and Programs.
>
> **Objective 2) Stabilizing REACH institutional form, identity and home:** determine strategies and an appropriate institutional form, identity and home for REACH so that it can sustainable beyond the life of the project. Products: consultation working papers; final report on CareBank institutional identity and forms.
>
> **Objective 3) Learning and lessons for REACH success and CareBank replication:** define, assess and document lessons, strategies and practices arising from the REACH experience that promote its success and the replication of CareBanks in other locations. Products: consultation working papers; final report on lessons and guidelines for CareBank replication.
>
> **Objective 4: Customization of Community Weaver 2 for REACH applications:** defining specific features required REACH CareBank and customizing CW2 for these applications. Products: consultation specification papers; final report on CW2 CareBank applications.

TBUSA will provide technical consultancy and assistance over 9 months through both on-site visits and distant consultation, as shown by the Indicative Scope of Work and Action Plan attached herein. The working plan will be agreed and revised on an ongoing basis with the City and REACH management.

The technical assistance is defined in the original agreement and project in three categories – training, evaluation services and software development. A total of $38,000 is budgeted in these categories:

Training/Evaluation	**Dates of Services**	**Billing**	**City $18,000_**
Ongoing Support Services	January - September	*average monthly@ $2000*	$ 18,000
(monthly billings for services as provided – see attached scope of work)			
Evaluation Services	**Dates of Service**	**Billing**	**City $18,000_**
Ongoing Support Services	January - September	*average monthly@ $2000*	$ 18,000
(monthly billings for services as provided – see attached scope of work)			
Software Development	**Dates of Service**	**Billing**	**City $2,000_**
Customization Specifications	January - February 2011	*January*	$ 1,000
Trial & Support	February – September 2011	*March*	$ 1,000
	ANNUAL TOTAL FOR SERVICES - 2012		**$38,000**

Indicative Scope of Work for Technical Assistance to REACH

By TimeBanks USA, January 2011

TBUSA will provide the following technical assistance for the REACH project during the final year of the project and especially in formulating strategies for sustainability and replication. Thus, the purpose is to provide technical assistance which will (a) advance the mission and success of REACH and (b) promote the aim to develop CareBank models and experiences that can be replicated on other levels and locations.

The original agreement and budget defined technical assistance in three categories:

	category	*federal funds*	*non-federal funds*	*non-federal in-kind*
(i)	Software development	$2,000		
(ii)	Training	$18,000	$ 3,000	$ 3,000
(iii)	Evaluation Services	$18,000		$ 1,200

This Scope of Work, based on project experience to date, serves to more specifically define these the three categories in terms of objectives and expanded activities that will be undertaken to achieve the purpose of the technical assistance that is provided to the REACH project.

OBJECTIVE 1: Shaping and extending REACH strategies and programs (training/consultation and evaluation services)

Products: consultation working papers; final report on CareBank strategies and Programs.

1.1 Strengthen and institutionalize REACH membership strategies and systems:

Consult, advise and assist Reach team with respect to membership planning, strategies and programs, including conceptualization, mobilization, building active leadership and operations for all phases of membership engagement.

1.1(a): Consult and assist with REACH membership committee, management team and organizational partners on strategies and procedures for organizational members and creating strategic and reciprocal organizational relationships.

1.1(b): Consult and assist the REACH team with developing evaluation and monitoring strategies, plans, procedures, documentation and mobilization for evaluation of membership and effectiveness of membership strategies and programs.

1.1(c): Consult and assist the REACH team with developing and refining strategies and plans for identifying and building member leadership, roles and capacities for REACH members to help support ist operations and sustainability.

1.1(d): Consult and assist with evaluation of membership strategies and programs for project purposes.

1.2 Technical assistance in design and implementation of evaluation methods and processes for the REACH CareBank program:

Technical assistance to Reach in the refinement and implementation of measurement and data collection tools and their application for documenting, demonstrating, and assessing the impact of REACH on the persons enrolled in REACH.

1.2(a): Advise and collaborate with Reach staff in refining and implementing operational plans for monitoring and evaluation, including baseline and periodic evaluation, involvement measures, and sustainability matters.

1.2(b): Advise and collaborate with REACH staff in refining and implementing operational plans for periodic evaluation tools, e.g., regular information gathering to support evaluation objectives.

1.2(c): Advise and assess measurement and data collection tools for to support credible analysis and finding for Reach evaluation, particularly regarding ability and capacity of elderly to age in place in homes.

1.2(d): Advise and collaborate on implementation/application of data collection tools to ensure they are appropriate for the scope of the project, capacities of staff and members, and the goals of the evaluation.

1.3 Updating design of the REACH CareBank program:

Work with REACH, City official, Advisory Board and others, as appropriate, to develop and adapt design, strategies and operations of the REACH CareBank.

1.3(a): Engage in working meetings with REACH staff, City officials, Advisory Board, and representatives of partners and potential partners to gain understanding of the possibilities and challenges of a CareBank and to help develop, as appropriate, design and strategies for REACH CareBank programs.

1.3(b): Assist in development of documentation of specific strategies, methods and services for the REACH CareBank program and consult on developing innovative ways to effectively develop and leverage these strategies and services.

1.3(c): Assist with ssessment and evaluation of processes and results of CareBank program and document these for lessons learned for replication.

1.3(d): Advise and assist with preparing forward plans for coming year(s) to continue the REACH program.

1.4 Assessment and Support for Management of REACH:

Participatory assessment and ongoing support for management by orientation, working meetings, workshops, and guidance for management processes, plans and performance.

1.4(a): Participatory assessment of management arrangements and requirements with the City and the REACH team, with recommendations for next project phase and for guidelines for replication.

1.4(b): Consult and assist, as agreed with the City and the REACH team, with orientation, working meetings, workshops, and guidance for management processes, plans, documentation and performance.

1.5 Consultation on Fund-raising and Financial Strategies:

Consult and advise on development of fundraising and financial strategies, plans and activities.

1.5(a): Assist the REACH team with development of fundraising and financial strategies and activities.

1.5(b): Provide ongoing consultation on the implementation, evaluation and adaptation of the strategies and activities to the REACH situation and context.

1.5(c): Consult and assist REACH team and the City on fund-raising strategies, proposals and plans as well as financial and revenue planning and management.

OBJECTIVE 2: Establishing REACH institutional form, identity and home (training/consultation and evaluation services)

Products: consultation working papers; final report on CareBank institutional identity and forms.

2.1 Strategies and support for Long-term Program Planning: Assist the City, COVE and REACH, as appropriate, to vision and developing strategies and plans for continuation of REACH beyond the life of the AoA grant and with plans and proposals for the coming year(s).

2.1(a): Assist the City, COVE and REACH in developing strategies and plans for continuation of REACH beyond the life of the AoA grant.

2.2(b): Consult and assist with plans and proposals for the coming year(s).

2.2 Strategies for Program Institutional Home, Identity Relationships: Assist the City, COVE and REACH team, as appropriate, to vision, identifying possibilities and mobilize to establish institutional program arrangements for REACH the promote its identity and institutional relationships.

2.2(a): Assist the City, COVE and REACH in working with other TimeBanks and partners in Vermont to envision and create an institutional relationship framework that will promote collaboration, cooperation and furthering of visions and possibilities for TimeBanks and CareBanks in the State of Vermont.

2.2(b): Consult and assist with developing plans for coming year(s).

2.3 Guidance and support for REACH Governance Board: Assist City and Advisory Board with direction-setting, interim governance, fund-raising and viability strategies.

2.3(a): Engage and assist the Advisory Board in formation, orientation and training for creating a REACH Board oversight and structure for continuity of its program.

2.3 5(b): Advise and assist with guidance, consultation and support of the Advisory Board, as agreed with REACH, COVE and the City, on matters of governance, direction-setting, imaging, development public relations and fund-raising for REACH.

2.3(c): Consult with REACH, COVE and the City on forward plans for Advisory Board and future options.

OBJECTIVE 3: Learning and lessons for REACH success and for CareBanks replication (training/consultation and evaluation services)

Products: consultation working papers; final report on lessons and guidelines for CareBank replication.

3.1 Evaluation and Learning Strategies: In liaison with the REACH Team, advise and assist in the development and implementation of strategies and plans to evaluate and promote success of REACH, draw lessons on viability and replication, and plans for continuity.

3.1(a): Liaise with the REACH and COVE regarding the evaluation strategies and plans and ensure inclusion of considerations related to success of REACH and replication at other levels and locations.

3.1(b): Advise and assist the REACH team with development, documentation and assessment of evaluation processes, procedures, analysis and reporting.

3.1(c): Be involved with and support REACH team for interpretation and reporting of evaluation information, results and implications.

3.1(d): Consult on development of forward plans for continuity in coming years.

3.2 A**ssessment and Support for REACH Team and Management:** Participatory assessment and support, as appropriate, in reviews, orientation, working meetings, workshops, and guidance for management processes, plans and performance.

3.3 S**trategies for expansion and viability**: Assist REACH, COVE and the City in the development of frameworks for relating with other TimeBanks and organizational partners in Vermont for collaboration and cooperation in the mission of REACH.

3.3(a): Assist the City and REACH in working with other TimeBanks and partners in Vermont to envision and create an institutional relationship framework that will promote collaboration, cooperation and furthering of visions and possibilities for TimeBanks and CareBanks in the State of Vermont.

3.3(b): Consult and assist with developing plans for coming year(s).

OBJECTIVE 4: Customize and support Community Weaver 2.0 Software for REACH (software development services)

Products: consultation papers on specifications; final project report on CW2 CareBank applications.

3.1 Complete transition from Community Weaver to Community Weaver 2.0.
Technical assistance consultation, advice and support through TBUSA Network and CW2 team to REACH throughout formal transition to Community Weaver 2.0.

3.2 Customize CW2.0 with special features and applications required for REACH
3.2(a) Consult and advise on special features and applications required for REACH.
3.2(b) Design, develop and implement agreed features and applications for REACH

3.3 CW2.0 software and services
Provide the CW2 system and standard support to REACH through life of project.

TBUSA Technical Assistance to REACH:

TBUSA Budget and Resource Plan

Activities & Budget	Jan-Feb	Mar-Apr	May-June	Jul-Aug	Sept
Methods and Activities	1 site visit/month and distant consulting	1 site visit/month and distant consulting	1 site visit/month and distant consulting	1 site visit/month and distant consulting	1 site visit/month and distant consulting
Project Level of Effort *(average @ 5 days/month)*	10 days *plus costs*	10 days *plus costs*	10 days *plus costs*	10 days *plus costs*	5 days *plus costs*
Technical Assistance[1]: (av. $4,000/month) training, consultation and evaluation	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 4,000
(Corporate Services: $1000/month):	*($ 2000)*	*($ 2000)*	*($ 2000)*	*($ 2000)*	*($ 1000)*
(Associate Services: 4 days/month @ $500)	*($ 4000)*	*($ 4000)*	*($4000)*	*($4000)*	*($ 2000)*
(Direct Costs: @ $1000 per trip for Associate. Flights @$400; hotel/per diem @$150/day)	*($ 2000)*	*($ 2000)*	*($ 2000)*	*($ 2000)*	*($ 1000)*
Community Weaver 2.0 system customization and support services	$ 1,000	$ 1,000			
Total Budget: $38,000	$ 9,000	$ 9,000	$ 8,000	$ 8,000	$ 4,000

Note 1: Corporate Services - refers to and include involvement of corporate leadership, network capabilities, direct administration and materials; Associate Services, barring changes, refers primarily to Senior Associate Merlyn Kettering assigned to this role for his expertise and continuity.

Request to Cater Malt and Vinous Beverages & Spirituous Liquors

Caterer's Permit Number 6316-001-Catr-01

APPROVED	DISAPPROVED Date:
Reason:	
(for department use only)	

To: Board of Selectmen/Alderman at catered location and Vermont Liquor Control Board.

From: Licensee name: The Skinny Pancake, Inc.

d/b/a: The Skinny Pancake

Street: 60 Lake St. Town/City: Burlington

Contact name and phone number: Kelly Coons (802) 999-3873

Email or Fax # kelly@skinnypancake.com

BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION.

(Each catered affair must have a recommendation from the local Board of Selectman or Alderman acting in their capacity as local control commissioners and must have the approval of the State Liquor Control Board.)

Please answer the following questions:

1. Describe type of party to be catered: Green Drinks Type of alcohol: beer+wine
2. Location of catered party (street, town or city; if no address, describe location): City Center - 89 Main St. Montpelier, VT 05601
3. Date of catered party (not more than five days, unless specifically authorized: 1/10/12
4. Hours of operation: Beginning 6pm hrs. Ending 8pm hrs. No. of Persons 75

Signed: Kelly Coons (caterer) Date: 12/14/11

We recommend: approval disapproved

If you recommend disapproval, please state reason(s):

Town/City Clerk's signature Of CATERED location. Town/City Fax Number or email address: Date

SUBMIT AT LEAST 5 DAYS PRIOR TO DATE OF FUNCTION

Submit to Town/City Clerk for recommendation.

Town/City Clerk will email, fax or mail to Vermont Liquor Control Board, 13 Green Mountain Drive, Montpelier, VT 05602 email address: { HYPERLINK "mailto:DLC-Licensing@state.vt.us" } Fax number is 802-828-1031

LIQUOR CONTROL BOARD'S PROCEDURAL REQUIREMENTS FOR CATERER'S PERMIT HOLDERS:

1. All liquor control laws and regulations that apply to 1st and 3rd class licenses also apply to caterer's permits.
2. Before a catered event is approved in any open area, the following requirements must be fulfilled:
   a) A defined area, for serving and consumption of alcohol beverages, designated with physical barriers.
   b) Separate toilet and lavatory facilities available for both men and women.

City of Montpelier, Vermont
Agreement for Services
With Time Banks USA (TBUSA) for the
Community Innovations for Aging in Place (CIAIP) REACH Project
Project Services for 2010 – Year 3 of the Reach Project

THIS AGREEMENT is made this 4th day of January, 2012, by and between Time Banks U.S.A. (TBUSA), a Non-profit Corporation, with its principal place of business at 5500 39th St NW, Washington, DC 20015, and the City of Montpelier, VT with a principal place of business at the Montpelier City Hall, 39 Main Street, Montpelier, Vermont 05602, hereinafter referred to as the City.

WHEREAS, the City wishes to contract with TBUSA for the purpose of providing evaluation, training, computer support services, and replication for the REACH project which will be under the direction and administration of the City of Montpelier; and,

WHEREAS, federal funds may participate in the cost of the services described in this agreement pursuant to the provisions of the Administration on Aging, which are incorporated herein by reference, and,

WHEREAS, TBUSA is ready, willing and able to perform the required services.

WHEREAS, TBUSA and the City of Montpelier recognize their joint role in creating the new REACH/Care Bank program and agree to share responsibility for and ownership of any intellectual property created through the project, within the constraints of the Administration on Aging and federal law and regulations. Both parties agree to hold the other party harmless for any future license fees or other remuneration for the intellectual property and other products of the grant, including computer software, program materials, and communication materials.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

I. SCOPE OF WORK

1) TBUSA agrees to provide and the City agrees to accept training and consultation services, evaluation services, computer system services, and replication as set forth in the City's CIAIP grant application; in TBUSA's letter of support submitted to the city July 14, 2009; which are incorporated herein and made a part of this Agreement.
2) Help coordinate, train and consult with REACH staff and participants.
3) Work with the City of Montpelier and REACH staff to provide evaluation support services and develop training and evaluation materials to satisfy the requirements of the Administration on Aging.
4) Work with the City of Montpelier and REACH to identify ways and to implement adaptations for Community Weaver and other software to contribute to the program to serve the staff and participants of REACH.
5) Make the TimeBank network aware of the REACH program, methodologies and lessons learned.

All work done by TBUSA must comply with the Administration on Aging requirements for contracted work. Failure to comply with these requirements will result in forfeiture of payment.

II. TERM OF CONTRACT

This Agreement shall be effective on January 1, 2012 and shall be completed on or before October 31, 2012. It is expressly understood that all funding for the activities are dependent on funds received from the Administration on Aging. This Agreement may be renewed annually with a written addendum signed by both parties. Any renewal will be completely subject to continued funding from the Administration on Aging.

III. PAYMENT

The City agrees to pay TBUSA as invoiced for work completed on the schedule outlined below upon successful completion of deliverables as shown in reports provided by TBUSA to the REACH project leader. TBUSA agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement according to the schedule below.

Training/Evaluation	**Dates of Services**	**Billing**	**City $18,000_**
Ongoing Support Services	January - September	*average monthly@ $2000*	$ 18,000
(monthly billings for services as provided – see attached scope of work)			

Evaluation Services	**Dates of Service**	**Billing**	**City $18,000_**
Ongoing Support Services	January - September	*average monthly@ $2000*	$ 18,000
(monthly billings for services as provided – see attached scope of work)			

Software Development	**Dates of Service**	**Billing**	**City $2,000_**
Customization Specifications	January - February	*January*	$ 1,000
Refinement and Support	March - September	*March*	$ 1,000

ANNUAL TOTAL FOR SERVICES - 2012 $38,000

IV. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Vermont, U.S.A. If any provision in this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

V. RESOLUTION OF DISPUTES.

If a disagreement arises concerning a matter covered by this Agreement, City and TBUSA agree to promptly communicate with each other regarding the matter and to attempt to resolve the disagreement to their mutual benefit. All attempts will be made to resolve the dispute without litigation, including first working with mediators that can be mutually agreed by both parties. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.

VI. ENTIRE AGREEMENT

This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement between the parties. This Agreement supersedes any prior or contemporaneous oral or written communications, understandings or agreements related to the subject matter of this Agreement.

This agreement may be amended by agreement of the parties, and does not preclude any future agreements between TBUSA and the City of Montpelier for the REACH project.

VII. PAYMENT PROCEDURES

Invoices and documentation showing deliverables that have been provided shall be submitted for payment on a monthly schedule to Gwendolyn Hallsmith, Director of Planning and Community Development, 39 Main St. Montpelier, VT 05602.

VIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date and year first above written.

TBUSA

By:____________________________
Lisa Conlan

Title:__CEO____________________

Date:__________________________

CITY of MONTPELIER, VERMONT

By:____________________________
William J. Fraser

Title:__City Manager____________________

Date:__________________________

Attachment: *Indicative Scope of Work for Technical Assistance to REACH Project: Year 3 - Objectives and Activities for 2012*