CITY OF MONTPELIER MONTPELIER, VERMONT

Agenda for City Council Meeting
Wednesday, January 11, 2012
06:30 P.M.

1) Call to Order by the Mayor

2) 12-013. General Business and Appearances

2) 12-013. General Business and Appearances

3) 12-014. Consideration of the Consent Agenda.

a) Consideration of Minutes from December 14, 2011

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

1. Application for a Catering Permit from Hyzer Industries, Inc., d/b/a Three Penny Taproom for an event at Onion River Sports, Langdon Street, on February 10, 2012, 4 p.m. to 9 p.m.

2. Application for a Catering Permit from the Skinny Pancake, Inc., for a private birthday party at the chapel at VCFA, 36 College Street on January 21, 2012 from 6 p.m. to 10 p.m.

3. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on February 21, 2012 from 6 p.m. to 8 p.m.

4. Application for a Catering Permit from the Skinny Pancake, Inc., for

one of their "Green Drinks" events at the City Center, 89 Main Street, on March 13, 2012 from 6 p.m. to 8 p.m.

5. Application for a Catering Permit from the Skinny Pancake, Inc. for one of their "Green Drinks" events at the City Center, 89 Main Street, on April 10, 2012 from 6 p.m. to 8 p.m.

6. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on May 8, 2012.

7. Application for a Catering Permit from McGillicuddy's Irish Pub for an event at the Vermont Grocer's Association, 160 State Street, on January 18, 2012 from 4 p.m. to 9 p.m.

8. Application for a catering Permit from MCGillicuddy's Irish Pub for an event at the Chapel/Wood Art Gallery, VCFA/Union Institute on January 24, 2012 from 5 p.m. to 10 p.m.

3) 12-014. Consideration of the Consent Agenda.

4) 12-015. Approval of three contracts with the State of Vermont for the Downtown District Heating Project.

5) 12-016. Consideration of application for a Vermont Downtown Board Grant for the Blanchard Block ?park-let?.

a) Montpelier Alive Design Committee Chair Paul Carnahan described the project at last weeks meeting.

b) Grants for the downtown board must be approved by the City Council.

c) Descriptive materials were distributed last week.

d) Recommendation: Approve grant application.

6) 12-017. Conduct First Public Hearing on Proposed FY 13 Municipal Budget.

a) The City Manager presented a recommended budget on December 7th, 2011.

b) The Council conducted "budget workshops" as part of their meetings held on December 7th, December 14th, and December 21st, 2011; and January 4th, 2012.

c) The proposed budget requires less than a penny ($0.007) increase in the municipal tax rate and includes a bond for infrastructure improvements and equipment purchase.

d) Recommendation: Present budget to public; conduct public hearing; provide direction to staff as necessary.

6) <u>12-017. Conduct First Public Hearing on Proposed FY 13 Municipal Budget.</u>

7) <u>12-018. Conduct First Public Hearing on Warning for the March 6, 2012 Annual city Meeting.</u>

a) A draft warning of ballot items for the Annual City Meeting is being prepared and will be available in advance of the meeting.

b) Recommendation: Conduct Public Hearing; provide direction to staff as necessary.

8) <u>12-019. Reports by City Council</u>

9) <u>12-020. Mayor's report</u>

9) <u>12-020. Mayor's report</u>

10) <u>12-021. Report by the City Clerk-Treasurer</u>

11) <u>12-022. Status reports by the City Manager</u>

11) <u>12-022. Status reports by the City Manager</u>

12) 12-023. Agenda reports by the City Manager

12) 12-023. Agenda reports by the City Manager

13) Adjournment

13) Adjournment

Request to Cater Malt and Vinous Beverages & Spirituous Liquors

Caterer's Permit Number 6910-001-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: HYZER INDUSTRIES INC.

d/b/a: THREE PENNY TAPROOM

Street: 108 MAIN ST. Town/City: MONTPELIER

Contact name and phone number: SCOTT KERNER (802)223-8277

Email or Fax # SCOTT@THREEPENNYTAPROOM.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: CUSTOMER APPRECIATION PARTY
2. Location of catered party (street, town or city; if no address, describe location): ONION RIVER SPORTS LANGDON STREET MONTPELIER
3. Date of catered party (not more than five days, unless specifically authorized: 2/10/12
4. Hours of operation: Beginning 4 PM hrs. Ending 9PM hrs. No. of Persons 100

Signed: ____________ (caterer) Date: 1/3/12

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

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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.

Request to Cater Malt and Vinous Beverages & Spirituous Liquors

Caterer's Permit Number 2398-001-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: McGillicuddy's Irish Pub 5

d/b/a: Langdon st. Pub Co.

Street: 14 Langdon St. Town/City: Montpelier

Contact name and phone number: (802) 279-0232

Email or Fax # Nelliepub@aol.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: Jan 18, 2012 – Vt. Grocer's Association ~~Open~~ Open
2. Location of catered party (street, town or city; if no address, describe location): 160 Lower State Street Montpelier, Vt. 05602 VT. Pavilion Building
3. Date of catered party (not more than five days, unless specifically authorized: 1/18/2012
4. Hours of operation: Beginning 4:00PM hrs. Ending 9:00PM hrs. No. of Persons 75 – 100

Signed: [signature] (caterer) Date: 1/05/12

We recommend: approval disapproved

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

Town/City Clerk's signature Of CATERED location. Town/City Date

Fax Number or email address: ______

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Request to Cater Malt and Vinous Beverages & Spirituous Liquors

Caterer's Permit Number 2398-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: Langdon St. Pub Co.

d/b/a: McGillicuddy's Irish Pub

Street: 14 Langdon St. Town/City: Montpelier

Contact name and phone number: David Nelson (802) 279-0232

Email or Fax # Nelliepub@aol.com

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Please answer the following questions:

1. Describe type of party to be catered: Vt. Realtors Leadership Dinner
2. Location of catered party (street, town or city; if no address, describe location): Chapel-Wood Art Gallery - Union Institute Montpelier, Vt. 05602
3. Date of catered party (not more than five days, unless specifically authorized: Jan. 24, 2012
4. Hours of operation: Beginning 5:00pm hrs. Ending 10:00pm hrs. No. of Persons 60

Signed: [signature] (caterer) Date: 1/5/12

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

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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: Private Birthday Party
Type of alcohol: Beer + Wine
2. Location of catered party (street, town or city; if no address, describe location): Chapel at VT College of Fine Arts - 36 College St. Montpelier
3. Date of catered party (not more than five days, unless specifically authorized: 1/21/12
4. Hours of operation: Beginning 6pm hrs. Ending 10pm hrs. No. of Persons 60

Signed: Kelly C (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

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Vinous Beverages &

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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

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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: 2/21/12
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

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   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: 3/13/12
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

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Email or Fax # kelly@skinnypancake.com

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Please answer the following questions:

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   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: 4/10/12
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

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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: 5/9/12
4. Hours of operation: Beginning 6pm hrs. Ending 8pm hrs. No. of Persons 75

Signed: Kelly Coons (caterer) Date: [redacted] 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

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On Wednesday evening, December 14, 2011, the City Council Members met in the Council Chamber.

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

Call to Order by the Mayor:

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

11-308. General Business and Appearances:

Zachary Hughes, a resident of 3 Prospect Street, said he felt the property taxpayers burden and it is more realistic to keep essential services funded as much as possible. There has been a suggestion we could cut a little out of essential services. It is a big deal because if you cut police services you might cause more crime. Without that service safety might be compromised. He is in support of the City Manager to maintain the essential services. If you do not value the police and fire, that is your choice but he does value those services.

Polly Nichol read a letter regarding the Housing Trust Fund. Last spring the City Council established its major goals for the year and one of those goals was to work on overcoming the barriers to creating more housing in Montpelier. Several of us spent countless hours this summer coming up with possible ways to tackle those barriers. Montpelier currently has some of the important infrastructure in place necessary to implement those recommendations, including a staffed community development department and a small housing trust fund. That infrastructure is now threatened if the Council adopts two of the versions of the proposed city budget. Cutting a community development position along with the Housing Trust Fund will have a direct and negative effect on the city's ability to achieve its goal of overcoming barriers to housing in Montpelier. Creating more housing in our city can serve as a powerful tool to help stabilize our taxes along with our water and sewer charges. We all know that a relatively small number of property owners bear the cost of underutilized infrastructure including our schools and water and sewage systems. Spreading these costs over more properties makes fiscal sense that can only be achieved if we add more housing. If the Council was serious when it set the goal of overcoming barriers to housing it makes no sense to cut funding for the tools necessary to achieve that goal. The last paragraph lists some of the projects that have received Housing Trust Fund money, i.e., River Station Condos, the Bianchi Block on Barre Street and now the Montpelier Senior Center Building. It also helped some households become homeowners. Those residents who weren't here before are paying taxes, using city services, and many of them have kids in the schools. A community such as Montpelier with excess capacity it makes no sense to cut funding for the infrastructure that is so essential to meeting the city's goal of more housing. We urge you to reject this short sighted approach. It is signed by the Reverend Rebecca Clark, Rick DeAngelis, Jim Libby, Jack McCullough, Amos Meacham and herself.

Richard DeAngelis, the Town Service Officer, said his responsibility is to monitor and respond to emergency and social service needs on behalf of the town. In that capacity over the last several years what he has seen as the number one underlying factor contributing to those needs in the town is the lack of decent and affordable housing. The measures that Polly spoke about in her letter about the community development position and also the Housing Trust Fund are very tangible ways that we can respond to those needs in our community. He just wants to underscore how important that is to our most vulnerable citizens.

Casey Walsh spoke of an incident he was involved in with the Montpelier police department.

Jim Libby from the Housing Task Force said as far as he knows there are only three communities in the state, and Montpelier is one of them, that has a Housing Trust Fund. Burlington and Brattleboro are the other two communities. These are tough budget times but this is a good investment from a financial, social and community perspective. The folks who worked on the funding for 58 Barre Street would say this has been a key factor in terms of leveraging other funds and particularly when the federal funds for affordable housing are getting smaller. Those communities that can demonstrate they are willing to invest their tax dollars in affordable housing will have a competitive advantage, say nothing of the 30 homes they have helped create and all of the other positive community results.

Ken Russell who has been serving as Interim Community Development Specialist said he wishes them luck in making good decisions on the budget. He really liked working on the Barriers to Housing Committee and hopes the trust fund stands. It is a very important tool. He thinks their office is a dynamic part of city government.

11-309. Consideration of the Consent Agenda

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

b) (Council tabled this item at their December 7th meeting, requesting further information.)

c) Consideration of Corrections to the 2011 Grand List (Errors & Omissions) as provided by the City Assessor's Office.

d) Consideration of executing documents necessary to set the annual limit for the City's Health Reimbursement Arrangement. A copy of the "Summary of Material Modification:" is attached; Council is being asked to sign the "Formal Record of Action" and authorize the City Manager to sign the "Health Reimbursement Agreement Amendment."

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

   1. No applications as of "press time."

f) Payroll and Bills

   None.

Motion was made by Council Member Sherman, seconded by Council Member Hooper to approve the consent agenda. The vote was 6-0, motion carried unanimously.

Council Member Weiss said the "Declaration of Official Intent" was tabled at the previous meeting. This is a legal document and he is afraid there won't be any reference in the minutes of tonight's meeting that they approved it. Council Member Weiss moved that the Declaration of Official Intent be removed from the table and approved. Council Member Golonka seconded the motion.

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

11-310 Setting of "approximate times" for the following agenda items.

The City Council Members set approximate times for each agenda item and upon a motion duly made and seconded by Council Members Weiss and Jarvis it was approved on a vote of 6 to 0.

11-311. Presentation of the ***2011 Way to Go*** "Carbon Cup."

a) Tom Horn, from the Vermont Energy Investment Corporation (VEIC) is making this presentation to the City for its efforts to encourage participation, save energy and reduce greenhouse gas emissions from transportation during the ***Way to Go Week*** (May 16-20, 2011).

b) He will also give an award for participation to National Life, many of whose participants are Montpelier residents.

c) Recommendation: Receive award.

One of Tom Horn's roles is to manage the Way to Go Program which is an awareness program to get people out of their cars and try other means of commuting to work or wherever they may go. It is very pleasing for him tonight to be able to present two awards to the Montpelier community. The first award goes to National Life and they get a participation award with the Governor's signature. National Life has been a great partner in Way to Go. They are a large employer, and for them to win a participation award is a big deal. It takes a lot of people in a large company to get the percentages up to win it. The second award is the Carbon Cup. This was presented to a community, a small business and a large business only for three aspects of participation. One is the level of participation, which is basically how many people signed up. The second element is how long they signed up for. It's the level of engagement. The third is what was the per capita carbon reduction during that week? They had a lot of help from the Central Vermont Regional Planning Commission, National Life, GMTA and other groups. The Carbon Cup is a big deal. Montpelier is the first inaugural community to win the Carbon Cup, and the competition was intense. They had over 180 towns in Vermont participating which is over 75 percent of the towns. They had 50 towns outside of Vermont participating.

Mayor Hooper accepted the Carbon Cup on behalf of the City of Montpelier.

11-312. Consideration of an appointment to the City's Conservation Commission.

a) There has been an unfilled seat on this board since Anthony Irrapino stepped down approximately a year ago.

b) Alex Hoffmeier has indicated that he is very interested in serving on the Conservation Commission and former Chair, Kris Hammer, wrote that "Alex would be a great asset to the Commission."

c) Recommendation: Meet Mr. Hoffmeier; appointment to fill the unexpired 4-year term until June, 2012.

Mr. Hoffmeier said he has lived in Montpelier for three years. He has a background in environmental science, natural resource management and landscape planning and design. He thought this would be a great opportunity to use his skills and knowledge in a great town.

Motion was made by Council Member Sherman, seconded by Council Member Timpone to appoint Alex Hoffmeier to fill the unexpired term on the Conservation Commission that ends June, 2012. The vote was 6-0, motion carried unanimously.

11-313. Establish City Council's Budget Priorities

Mayor Hooper said she feels their obligation is first and foremost with the health, safety and welfare of the community of Montpelier and fire, police and public works form those core services. She also asked questions about whether or not it was possible to review how we offer some of those services.

Council Member Weiss asked what services are core to the work of the city government. His answer is the key service is the management of city government and it encompasses the very important aspects and components of Montpelier's population. This city is a business with financial operations bordering on $50 million annually with a payroll of some 100 persons. It is one of the largest businesses in Washington County. Yet, it operates without either a business or a strategic plan. Is there an alternative way to provide these services? The management of this city is defined by the City Charter. In so doing it gives prime authority to the position of the City Manager with less authority going to the Mayor and even less authority going to the Council. A start to considering an alternative way in the management of the city is to review and revise the charter to enable the city in making parity between and among the Council, the Mayor and the Manager. In so doing the services wanted and needed within the city will be analyzed and appropriate decisions made. Should property taxes support these services or should they consider alternative revenue sources? Property taxes and fees will continue to be the major sources of city services. It can be supplemented by other revenue sources, such as the state contribution in lieu of taxes. However, supplemental revenue sources aren't permanent. They are dependent upon the whims of state sources.

Council Member Jarvis said the core is services that are offered in all municipalities in Vermont. She had broken it down into four rings: Emergency Response and Basic Public Works, the second ring tranquility professional management and responsible government with professional land use regulations. The third ring quality of life issues and the fourth ring contributions to outside agencies.

Council Member Sherman said in terms of core services it seems we operate as a balance system and all of the parts belong. Certainly, public safety and public works are critical parts as well as land use planning and zoning. We couldn't get along without administration and couldn't get along without infrastructure. Those are the biggest pieces. In this balance she sees there is a critical place and need for community services. The balance needs to be maintained. Possibly the whole budget could be reduced or shrunk but she doesn't see that any of the parts can be eliminated. The community services are the long term ones included in the budget. Closely related to public safety is the Justice Center. It's preventive but connected to safety. She thinks the 3rd of July celebration is vital and wouldn't cut those out. The smaller budgets will be hit hardest by 2 to 5 percent cuts but the cuts need to be shared because it is the balance that makes the city the vibrant place we all want to live.

Council Member Hooper said they need a sustainable budget and he doesn't know what that means as far as personnel. Sustainable obviously has to do with how big our grand list is, how many people living in town, and we would be cutting off our nose to spite our face if we reduced our investment in growing the city because it isn't big enough to sustain where it is now. The Justice Center is a wonderful thing but it is a state responsibility. He loves the city for its park, trees and events they sustain and he hopes they can continue to keep those.

Council Member Golonka said ultimately the city can't be all things to everyone and they have tried to do that in a lot of areas. He thinks efficient delivery of services through our regionalization efforts with municipalities will help. The idea of mutual aid is not fair to the city of Montpelier. Outside communities should spend more for the benefit of having a full-time fire, police and ambulance up and ready.

Council Member Timpone said what they don't want to lose which is what they all care about for Montpelier but at the same time we need to have a sustainable community to live in. Their property taxes are too high. It is finding that balance which she isn't sure will be done in one budget cycle. We need to take a hard look at the outside agencies. It is going to be hard between sustainability and keeping the community we want and love.

Mayor Hooper said with the outside agencies over the past several years we set a policy at the beginning of the budgeting process which has been where we will put the outside agencies in our budgets provided they don't ask for additional money. It is a cost containment measure. If an agency requests to be funded at a higher level we require them to petition back on the ballot and ask if the voters would support it. We have kept virtually everything level funded. She spoke about looking for reductions in the core service areas or continuing the pressure the Council has been working on to regionalize services with fire, police and ambulance. Are you interested in looking for the deep cuts that have been suggested within this budget cycle or are you interested in continuing strategy of how to pull down the costs over time?

Council Member Sherman said they need to look at this and if they try to accomplish it all in one year it's going to be very painful. Regionalization is important. The suggestion of looking at regional dispatch sounds like a good move and shows a movement in the right direction.

Council Member Weiss said regionalization is a key but we need to start regionalization on the outside communities that are utilizing services and costing this city expenses, and unless they pay their fair share we ought not to be providing those services to them. He doesn't think a 3 percent cut across the board is a deept cut. The Senior Center ought to be imposing or requesting fees from every community whose citizens use the center. When the Justice Center makes their presentation more than 50 percent of their services are going to non-Montpelier residents. Those communities should be paying for this. That's a part of regionalization.

Council Member Timpone asked how we get them to pay.

Mayor Hooper sent the Council a memo saying the areas she would like to look at in the consolidation of services with Barre City. If that is not possible, look at dispatching services during low volume time and sending it back to the state. Also look at the consolidation of police, fire and emergency services with Barre during the low volume times. She wonders if there is an ability for the two cities to put their heads together to figure out a way to do this.

City Manager Fraser said he believed the two Police Chiefs have talked and were looking at doing things together but it does require other members of the region as well. It is important to note that when we talk about dispatch we speak for 16 other communities who we are already providing regional dispatch. Then there is Berlin and Barre Town who are in our region that complete the picture and are certainly geographically situated. There is interest from Police Chief Facos and Chief Bombardier to lay something out.

Mayor Hooper said Alan suggested we continue reaching out to other communities.

Council Member Weiss said they should talk about the 1 percent tax for local options. A gentleman back here indicates we could get $750,000 a year from local options taxes is revenue that needs to be considered.

Council Member Hooper said he has been opposed to the local options tax since he got here. He is much less opposed to it and perhaps in favor of it now. He still sees deficiencies in it. It is still more aggressive than a property tax and a kind of hidden tax. It's not great but it does go towards taxing some other people for the services they use and he would support it at this time.

Council Member Weiss said the question becomes, what do they do with that $750,000? There is one proposal to reduce taxes and another proposal to commit all of that money to improving the infrastructure of the city. The idea has merit but they have to know in advance where that money is going.

Council Member Timpone said the only way she would support it would be if they had clear policy guidelines on how it is going to be structured and what it is going to pay for.

11-314. Complete review of Operating Budgets for Administration, Community Justice Center, Cemetery, Planning & Development, Parks and Senior Center.

Green Mount Cemetery;

Patrick Healy, Superintendent said the cemetery budget is reviewed, scrutinized and adjusted by five taxpaying publicly elected Montpelier residents before it even gets to Bill's and Sandy's desks. Those five residents are the elected Cemetery Commissioners. Cemeteries are a basic but often overlooked core services to communities since the beginning of time. Calais has a municipal cemetery. There are 1,900 cemeteries in the state of Vermont, most of which are owned by the town. Cost saving measures are taken throughout the years – the biggest one is using the Corrections labor crew. The potential savings or value added is $100,000 a year. Lately they have been using a work camp crew out of St. Johnsbury. It is $1,000 a week and they are paying $23,000 a year and it works out to about $5 per hour per man. The cemetery has been using a work crew since 1981, and they may have been one of the pilot projects for the Corrections Department. If they were to look at privatization, they are talking at least $25 per hour per man. Other cost saving measures are their diversity. When he first started they just had lots for full caskets and now they have them for cremations and combinations. There is even an area in the woods with no grass to cut. They have also diversified with the city as far as mowing parks and he plows parking lots for the city for an income. They position share with the Department of Public Works and they are also sharing equipment. Their mini excavator is presently down on the bike path doing the finished work on the flood mitigation project. Other things the Commissioners have done throughout the years is they don't give any bonuses to their employees except their shared position is a unionized position as of last July. There is a merit bonus. He doesn't receive any insurance payoff and doesn't take any insurance from the city. They no long have cell phones. They found the cell phones were not a tool for the public but a tool for a few of the funeral directors to reach him. In their situation where the public is not dealing with cemeteries on a regular basis the cell phone just became a tool for a few businesses so they got rid of it.

Council Member Golonka asked how often they reviewed the fees. It looks like the revenue is a little static and it has been that way for a couple of years.

Superintendent Healy said they review them every two years.

Council Member Golonka said the grave openings are down to zero in the budget.

Superintendent Healy said they are now splitting them up between cremation and casket burial rates. When he started with the cemetery 25 years ago they only had one cremation and now they are doing 60 to 70 percent cremations. They are in competition with other cemeteries around – Berlin, Middlesex, and the Veteran's Cemetery. When the Veteran's Cemetery opened they probably lost 10 percent of their business. If you were to go up to the Berlin Corner Cemetery past Applebee's way back in the 70's that was all country. When he started here they were selling four graves for the price of one grave at Green Mount Cemetery. People are shopping for plots.

Council Member Weiss told Patrick that roughly half of his operating budget comes from the city. What about charging non-Montpelier residents more for services than you charge Montpelier residents? Why couldn't it apply here?

Superintendent Healy said it could. The issue is the definition of resident. Did they ever pay taxes in Montpelier? Did they retire to Florida and now they are a resident of Florida but pay taxes in Montpelier for 25 years and come back. Do you say your brother is a resident in Montpelier so can he buy the lot for you and transfer it?

Mayor Hooper asked what were the consequences of a 10 percent cut to the cemetery budget.

Superintendent Healy said they would strongly look at labor and it would be either his assistant's position or cutting back his position. It would be a drastic cut of \$10,000 or \$20,000. They would look at everything from cutting his position back and also closing the cemetery for a certain amount of time each year. Most of their costs are fixed and not discretionary.

Community Justice Center:

Yvonne Byrd, Community Justice Center Director introduced her staff, Alfred Mills and Judy Gibson; John Gorczyk who is the Chair of the Citizens Advisory Board, and Marion Drew who volunteers with two COSAs and the Reparative Board. She handed out a memo to the Council along with revenue and expense figures. The mission is to promote and provide restorative responses to conflict in crime. It is here in our communities where we feel the impact of such events. For re-entry services currently this fiscal year they are funded to serve 10 people coming out of jail and next year it will be 8 people. They are finding the people they work with are benefitting from having a group of three people from the community to volunteer and meet with them on a regular basis to make the best decisions possible. Their observation is they are successful in building lives and not committing other offenses. They continue to have reparative boards with six meetings a month with potential to serve 70 new clients each year. The number they have each year goes up and down depending on the judge and time of year. Seventy-four percent of the people who have been accepted completed the program successfully. The reparative boards are seeing people at various stages of their journey through the criminal justice system and they have had people who have been convicted of an offense and then as part of their sentence being asked to go back to the community and meet with folks to talk about what they did and to address what contributed to the offending in the first place. Studies have shown it reduces their reoffending. In the past year they have worked out a protocol with the court to allow them to work with people who are sentenced but their sentence is to come to the reparative board as opposed to being on probation. They have been having an increasing number of referrals from the Police Department for their pre-charge program, our restorative justice alternative. This is especially true for teenagers and young adults who are doing relatively low offenses but left unaddressed would ramp up to be a problem. This way these young people can have a learning opportunity as opposed to a punishment and avoid having a record that might impact their chances of succeeding in the future.

With all of their programs they are committed to victim support reaching out to crime victims to offer information referrals and community support. They always invite victims to the table and communicate with them. They also have done and will continue to be conveners of community dialogue around issues related to crime and conflict. On the prevention level, which is also used as an intervention for people who have committed offenses, they continue to offer the insights into conflict class they created at least three times a year.

She gave out statistics of the service they have provided to Montpelier and different towns.

Council Member Golonka asked why should Montpelier bear the burden of the state push down of mandated services and now you are asking for a subsidy from the City of Montpelier again. In an era where they are looking to cut 3 to 5 percent in our core services why should the Justice Center get 44 percent increase? He can't justify that increase.

Community Justice Center Director Byrd said one of the handouts sheds a little light on that. The time when this budget was put together is way earlier than when they secure the grant funding so it is a forecast. She is really busy securing additional funding and she thinks their expenses will come out less.

John Gorczyk added they met with the Department of Corrections and Bill Fraser to look at the question of regionalization. The Legislature is looking fairly aggressively at the problems they have right now with the cost of corrections and the fact that the incarcerated population has more than tripled in the last 15 or 20 years despite crime being relatively flat or even down. Montpelier is part of the state and the fact that the state is now spending $130 million on corrections is a problem that trickles down to the City of Montpelier. The state recognizes that incarceration is quite often a very ineffective and sometimes counterproductive response to crime. We know that the restorative programs and the reparative programs have a 22 percent reduction in re-offense rate regardless of offense type so it is important from a public policy perspective to try to make greater utilization of that. It is clear that the Legislature is going to be looking at alternative ways when dealing with this issue of crime and justice. It is becoming clearer that the Legislature has an investment in alternative ways of dealing with this issue. The justice centers represent probably one of their best options. It's not going to go away and they will continue to invest in it. When they met with the department they were trying to figure out how to expand the reparative program county wide recognizing that some towns don't have the capacity or the volume to justify a full blown justice center. They asked them to put together a proposal to allow us to take on responsibility for administering reparative programs in some other communities in Washington County. They put together a budget and gave it to them that would cover the operating costs associated with administering those services. In order for them to do this they are aware of the fact that the taxpayers of Montpelier are concerned about tax rates in this town and if you want Montpelier to take on that responsibility Montpelier needs to cover more than just the cost of doing so. They need an incentive to do so, and that incentive needs to be cash that starts to reduce the city contribution to this program. Having said that he doesn't think it would be a good idea to reduce the city's contribution to zero because it is important that Montpelier has a stake in the game. When they started the whole concept of justice centers it was important that they tie into municipal government so there could be a democratic process to look at the desirability, viability and using this approach to justice in lieu of the traditional criminal justice system. This is a good debate to have. It is important to recognize the communities have a stake in conflict and dispute resolution and to simply move the problem to the state and let the state deal with it in a system that is primarily punitive and doesn't address the needs of victims and is not effective with the needs of the offender either

Mayor Hooper asked Mr. Gorczyk if he could speculate on what our police might be doing if we weren't running emergency services. What are they preventing from having happen in our community?

Mr. Gorczyk replied what they are providing is a community based response for the police. The concept was that when something happens that is bad who do the police have to call? Where do they get help from? The only resource they have is arrest and referral to the state's attorney for prosecution. If there is no phone number and no one for them to look for an alternative response they will continue to use the state's attorneys, arrest and citation. You are seeing mental health increasingly involved. They have more access to mental health street workers to provide a social service. Chief Bombardier decided to hire someone who is going to wear a white coat instead of a blue coat to work the streets. The Montpelier Police Department similarly is looking for alternative ways to respond to the problems they are confronted with day in and day out, whether it is a mental health worker or a mediation program or community reparative board. It becomes a way of solving the problems rather than just passing them on to the next layer in the bureaucracy.

Council Member Weiss said there are two programs and they total in excess of $230,000. When he looks at the line items there is no reimbursement to the city for rent, heat, and electricity. Should there be?

Mayor Hooper said they are a department of city government.

Paul Carnahan said all they said the city is paying for is the conflict assistance programs.

Judy Gibson said she was referring to the things that are specifically Montpelier based.

Community Justice Director Byrd said they have made some commitments to the city that certain services they will just deliver to city residents such as the conflict assistance program, special request for facilitation services, etc.

Mr. Carnahan asked if Montpelier money went to some of the other programs as well.

Community Justice Director Byrd replied yes.

Linda Setchel said she wonders if she has more hard data about how much this is helping the city's crime rate. She would assume over time the need for a police force should be reduced if this program is effective.

Ben Huffman said he has always felt that the term "community" was a nice sounding word but he isn't sure it describes much. It doesn't correspond to a municipal boundary and the fact that this group is providing services to communities it has is evidence of that. He agrees with Mr. Gorczyk that this is a very important program and it is important to foster citizen participation in this process from the areas where perpetrators and the victims live but he doesn't know that sort of commitment by communities is defined by whether it is in a budget or not. Secondly, the larger issue before this group is that we have a host of such activities in Montpelier which are servicing people throughout the area who don't pay for it. He would suggest the bigger issue that should be taken to the Legislature would be to figure out a fair way so the people who are buying in financially are actually doing so on an equal basis. Is there an opportunity to bring this up explicitly?

Mr. Gorczyk said they brought it up with the Department of Corrections when they talked about possibly administering, supervising, training and helping to create a reparative capacity in other communities within the county. The funding that came to Montpelier had to be reflective in the fact that this isn't Montpelier's essential responsibility.

Montpelier Senior Center:

Jana Clar, Director of the Senior Center; Johanna Nichols, bookkeeper at the Senior Center; Elizabeth Dodge, Chair of the Senior Advisory Board; and Bev Hill, Assistant City Manager, appeared before the Council to present this budget. They explained the fee structure for the different programs. She reported they have lost membership over the past year.

Jana Clar detailed the Senior Center budget and how they would reduce the operating costs by approximately 7 ½ percent. Why does Montpelier need a senior center? They promote healthy aging, lifelong learning and physical activity as well as affordable options for all seniors. They are a center for connecting with community resources and referral to other appropriate community partners. They recently helped a local senior who had become homeless to get back on her feet.

The population in Montpelier is aging and is going to be increasing. They have a large number of program options in their classes. There are 9 different yoga classes and four different foreign language classes, book discussions, current events and writing classes. They also offer discounted memberships and privileges at some of the local gym facilities and discounted bowling. They offer free events to the public and are working at increasing their media outreach.

They are working hard to develop some policies and procedures. They have revamped the capital campaign and have $60,000 left to raise. They are confident they will be able to meet the capital campaign goal by the end of the fiscal year. They are also doing more grant writing. In FY 2013 they will be moving back to 58 Barre Street. They are going to continue to focus on program development and increasing their options for younger and working seniors and the possible meal program.

She reviewed some of the cost savings. They have reduced their administrative management line item which accounted for a lot of the work Bev was doing for the Senior Center. They have revenue changes which she outlined for the Council. They are collecting some rental fees. They will be increasing fees for members' dues, meals cost and use of game room. They receive appropriations from Berlin, East Montpelier, Middlesex, Calais and Worcester.

Under contributions they have been collecting scholarship funds and doing a sliding fee for trips and classes. They are pursuing memorial gifts and on January 28th there will be a benefit dinner and silent auction.

Bev Hill reported that the Community National Bank will give the capital campaign $30,000 at the rate of $10,000 per year over the next three years. It is their largest gift to date.

Richard Sheir from Loomis Street said they have gone over this for years on the contributions of $1,000. As a working senior every program the center has is during working hours. We are talking about a $50,000 subsidy for the other towns.

Parks and Tree Board

Geoff Beyer, Parks Director and Tree Warden and members of the Tree Board appeared before the Council and presented their budget. They have worked hard to provide services efficiently. If they cut too much it really cuts into the services they can provide and how they leverage their services. It costs approximately $44.00 from the average homeowner to support the parks budget. If they were to cut that over 10 percent he loses a VISTA or AmeriCorps member and the whole formula changes. The Tree Board has focused as a volunteer board for about 18 years on downtown trees and they have been a tremendous resource in planning and grant writing as well as starting a tree nursery. They help with pruning and planting the downtown trees. They receive a budget of $2,000 a year to help maintain the tree nursery for the downtown trees. They have the Tree City USA application which makes them eligible for grants. The maintenance of the downtown trees has been carried at least 80 percent by the Tree Board. Tree management has focused on removing tree hazards to increase tree safety and pruning street trees. They have also been working on doing a tree inventory so they can be aware of tree hazards around the city.

In the parks program there is an increase in the summer budget for AmeriCorps. They have a lot of older equipment they are trying to maintain and the repair and miintenance costs from Public Works has gone up during the last 10 years.

Mayor Hooper asked if there was data on the use of the parks.

Parks Director Beyer said it is pretty solid. The number hasn't gone down. They manage over 400 acres made up of over 15 miles of trails, over 7 acres of lawns and 60 miles of road to take care of. North Branch River Park is as big as Hubbard Park and there are five pocket parks they also maintain.

City Manager Fraser asked if he had any idea how many nonresidents use the parks.

Parks Director Beyer said with Hubbard Park it is probably 30 percent nonresident use but there are more in-town regular users than there are out of town people. North Branch is more like 90 percent residents.

Planning Department

Gwen Hallsmith, Planning Director reviewed her budget with the Council. Their budget is all staff. Over the past five years they have accomplished a lot. They have updated the Master Plan, raised grants for the city, redoing the Senior Center. They are working on the district energy project, different grants and programs like the REACH Project and Mazer grants. When you read through the Barriers to Housing Report a lot of what needs to be done rests on the Planning Department's shoulders. When you look at the whole picture they really try to build the social and infrastructure of the city that helps support people when times are hard. Now we are facing hard times and things like the community development programs give people loans if they need emergency repairs to their homes. Cutting the safety net in times when things are hard isn't always the most prudent way to go. Cities and governments are safety nets for people in economic hard times. Even though it looks tempting to save a little money by cutting back on government services she thinks Bill has very clearly made the case that the people who are hurt the most are the ones who can least afford it, and that is especially true in their department.

In the future they expect to be doing another review of their fees. They are still moving forward with some of the major development projects and there are others being proposed. The Economic Development Committee is gearing up and looking at things like an incubator and different types of ways to revitalize the downtown. All of those would be eligible for community development block grant funds which is one of the major things they work with in their office. They are also in the middle of a major zoning change and trying to increase the entire community in that change because it is a major revision. They have used a municipal planning grant to look at the boundaries within the zoning districts and redrafted those boundaries for the first time in 20 years. They have streamlined the permitting process in the office. Now it is uncommon for people to walk out the same day with a permit and that wasn't the case six years ago.

They have redesigned the web site and it is time to look at that again. The last web redesign cost $20,000 and it will be at least that much to do it again.

Council Member Golonka said the other purchased services are a 270 percent jump. What is that for?

Planning Director Hallsmith replied it is the planning software. It is now on hold.

Linda Setchell said the Planning Departments administers community development block grants and she asked how is what they do different than what the Central Vermont Regional Planning Commission does in administering those?

Planning Director Hallsmith replied they do them for Montpelier. The Central Vermont Regional Planning Commission does it for the smaller towns that don't have administrative staff. They aren't a community development agency.

Ms. Setchell said she doesn't know where to find out about all of the projects and what their status is. Where is that information?

City Manager Fraser explained where she could get that information.

Ms. Setchell asked where the information about how long these projects have been going on is. What are the costs to date over these projects?

Council Member Sherman asked if they had to cut their budget 3 or 5 percent what would happen.

Planning Director Hallsmith said 3 percent would have to come out of staff and people would lose their jobs, or she would have to take a $15,000 pay cut. It is the people that are the least able to afford losing their jobs who are the first on the chopping block and she has trouble with that. They are also the least expensive. The VISTA are volunteers in service to America and live in poverty and this is one of the rare jobs in our region that young people can get that is a professional track job and it is an important one that the city should keep because it's not a big expense and does an enormous amount of good in terms of keeping in touch with people in the city.

Mayor Hooper asked how many permits they issue a year.

Planning Director Hallsmith replied between 200 and 300.

Mayor Hooper said this is really tough on a lot of people whose lives are involved but it a process they have to go through and the Council's obligation.

City Manager Fraser said they are in the process right now of bringing the Building Inspector to the Planning Department. He felt this would be an improvement in customer service. It will be easier to have that shared information when you are sitting in the same office.

Mayor Hooper asked if it would be possible for Gwen to run the administrative officer. Would it be possible to combine those services?

Planning Director Hallsmith replied it is a full-time job. There is design review, floodplain management, and historic management.

Mayor Hooper asked if she could redesign or reorganize the department to reduce staff and still provide the services.

Planning Director Hallsmith replied no.

Council Member Weiss said it's not personnel but programs. What programs could be eliminated from planning and development? He doesn't see assisting those with the greatest need a planning and development function at all. Let's also look at programs.

Mayor Hooper said one of the things she has heard strongly this past month is an area to increase our services is in economic development and housing. There isn't the capacity within the current staffing to consolidate what they are doing so we can dedicate their work to something else without diminishing the existing services.

Planning Director Hallsmith replied a lot of what they do already is economic development and housing. Right now what she considers an economic development project is the district heating project. Energy is a huge part of our economy. As that moves into implementation she will have time to do other kinds of economic development projects. REACH was an economic development project.

11-313. Reports by City Council

Council Member Sherman reported she is going to run for Council again and will be circulating petitions.

Council Member Weiss reported he and Bev met with the county people and their budget will rise about $50,000 going from $439,000 to $490,000, but if you divide the $50,000 by the 20 communities and it is only $2,500 but no one will know until January what their rate will be because it depends upon the equalized grand list which is set by the state. Bev Hill had told him the front steps of the Court House have to be replaced because they are in the middle of a law suit right now. That project will cost about $35,000. The Union Elementary School periodically creates a traffic problem on School Street and the street coming down. One of the citizens called about it and the Police Chief and Public Works Director solved the problem. On Tuesday night the City of Barre agreed to put in its budget its share of the $15,000 for regionalization.

Council Member Jarvis said the MDCA has a lot of energy and enthusiasm right now about all kinds of ideas to revitalize the downtown. She invited everyone to se come to First Night.

11-316. Mayor's Report

None.

11-317. Report by City Clerk-Treasurer

City Treasurer Hoyt said the Water and Sewer bills are due on Thursday, December 15^{th}.

11-318. Status Reports by City Manager

City Manager Fraser said at next week's meeting they will be doing the police and fire budgets and talking about local options taxes and charter changes. Today the city received our CLA percentage of 99.63 percent. This is higher than last year's so that should have a reduction of 1.8 cents on the school rate.

City Manager Fraser said they have been working on district heat contracts and hope to have it wrapped up by the end of the week.

Mayor Hooper said the goal is to have this resolved by December 23rd.

Adjournment:

After motion duly made and seconded by Council Members Weiss and Sherman the City Council adjourned at 11:10 P.M.

Transcribed by Joan Clack

Attest: ______________________________

Charlotte L. Hoyt, City Clerk

On Wednesday evening, December 14, 2011, the City Council Members met in the Council Chamber.

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

Call to Order by the Mayor:

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

11-308. General Business and Appearances:

Zachary Hughes, a resident of 3 Prospect Street, said he felt the property taxpayers burden and it is more realistic to keep essential services funded as much as possible. There has been a suggestion we could cut a little out of essential services. It is a big deal because if you cut police services you might cause more crime. Without that service safety might be compromised. He is in support of the City Manager to maintain the essential services. If you do not value the police and fire, that is your choice but he does value those services.

Polly Nichol read a letter regarding the Housing Trust Fund. Last spring the City Council established its major goals for the year and one of those goals was to work on overcoming the barriers to creating more housing in Montpelier. Several of us spent countless hours this summer coming up with possible ways to tackle those barriers. Montpelier currently has some of the important infrastructure in place necessary to implement those recommendations, including a staffed community development department and a small housing trust fund. That infrastructure is now threatened if the Council adopts two of the versions of the proposed city budget. Cutting a community development position along with the Housing Trust Fund will have a direct and negative effect on the city's ability to achieve its goal of overcoming barriers to housing in Montpelier. Creating more housing in our city can serve as a powerful tool to help stabilize our taxes along with our water and sewer charges. We all know that a relatively small number of property owners bear the cost of underutilized infrastructure including our schools and water and sewage systems. Spreading these costs over more properties makes fiscal sense that can only be achieved if we add more housing. If the Council was serious when it set the goal of overcoming barriers to housing it makes no sense to cut funding for the tools necessary to achieve that goal. The last paragraph lists some of the projects that have received Housing Trust Fund money, i.e., River Station Condos, the Bianchi Block on Barre Street and now the Montpelier Senior Center Building. It also helped some households become homeowners. Those residents who weren't here before are paying taxes, using city services, and many of them have kids in the schools. A community such as Montpelier with excess capacity it makes no sense to cut funding for the infrastructure that is so essential to meeting the city's goal of more housing. We urge you to reject this short sighted approach. It is signed by the Reverend Rebecca Clark, Rick DeAngelis, Jim Libby, Jack McCullough, Amos Meacham and herself.

Richard DeAngelis, the Town Service Officer, said his responsibility is to monitor and respond to emergency and social service needs on behalf of the town. In that capacity over the last several years what he has seen as the number one underlying factor contributing to those needs in the town is the lack of decent and affordable housing. The measures that Polly spoke about in her letter about the community development position and also the Housing Trust Fund are very tangible ways that we can respond to those needs in our community. He just wants to underscore how important that is to our most vulnerable citizens.

Casey Walsh spoke of an incident he was involved in with the Montpelier police department.

Jim Libby from the Housing Task Force said as far as he knows there are only three communities in the state, and Montpelier is one of them, that has a Housing Trust Fund. Burlington and Brattleboro are the other two communities. These are tough budget times but this is a good investment from a financial, social and community perspective. The folks who worked on the funding for 58 Barre Street would say this has been a key factor in terms of leveraging other funds and particularly when the federal funds for affordable housing are getting smaller. Those communities that can demonstrate they are willing to invest their tax dollars in affordable housing will have a competitive advantage, say nothing of the 30 homes they have helped create and all of the other positive community results.

Ken Russell who has been serving as Interim Community Development Specialist said he wishes them luck in making good decisions on the budget. He really liked working on the Barriers to Housing Committee and hopes the trust fund stands. It is a very important tool. He thinks their office is a dynamic part of city government.

11-309. Consideration of the Consent Agenda

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

b) (Council tabled this item at their December 7th meeting, requesting further information.)

c) Consideration of Corrections to the 2011 Grand List (Errors & Omissions) as provided by the City Assessor's Office.

d) Consideration of executing documents necessary to set the annual limit for the City's Health Reimbursement Arrangement. A copy of the "Summary of Material Modification:" is attached; Council is being asked to sign the "Formal Record of Action" and authorize the City Manager to sign the "Health Reimbursement Agreement Amendment."

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

1. No applications as of "press time."

f) Payroll and Bills

None.

Motion was made by Council Member Sherman, seconded by Council Member Hooper to approve the consent agenda. The vote was 6-0, motion carried unanimously.

Council Member Weiss said the "Declaration of Official Intent" was tabled at the previous meeting. This is a legal document and he is afraid there won't be any reference in the minutes of tonight's meeting that they approved it. Council Member Weiss moved that the Declaration of Official Intent be removed from the table and approved. Council Member Golonka seconded the motion.

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

11-310 Setting of "approximate times" for the following agenda items.

The City Council Members set approximate times for each agenda item and upon a motion duly made and seconded by Council Members Weiss and Jarvis it was approved on a vote of 6 to 0.

11-311. Presentation of the ***2011 Way to Go*** "Carbon Cup."

a) Tom Horn, from the Vermont Energy Investment Corporation (VEIC) is making this presentation to the City for its efforts to encourage participation, save energy and reduce greenhouse gas emissions from transportation during the ***Way to Go Week*** (May 16-20, 2011).

b) He will also give an award for participation to National Life, many of whose participants are Montpelier residents.

c) Recommendation: Receive award.

One of Tom Horn's roles is to manage the Way to Go Program which is an awareness program to get people out of their cars and try other means of commuting to work or wherever they may go. It is very pleasing for him tonight to be able to present two awards to the Montpelier community. The first award goes to National Life and they get a participation award with the Governor's signature. National Life has been a great partner in Way to Go. They are a large employer, and for them to win a participation award is a big deal. It takes a lot of people in a large company to get the percentages up to win it. The second award is the Carbon Cup. This was presented to a community, a small business and a large business only for three aspects of participation. One is the level of participation, which is basically how many people signed up. The second element is how long they signed up for. It's the level of engagement. The third is what was the per capita carbon reduction during that week? They had a lot of help from the Central Vermont Regional Planning Commission, National Life, GMTA and other groups. The Carbon Cup is a big deal. Montpelier is the first inaugural community to win the Carbon Cup, and the competition was intense. They had over 180 towns in Vermont participating which is over 75 percent of the towns. They had 50 towns outside of Vermont participating.

Mayor Hooper accepted the Carbon Cup on behalf of the City of Montpelier.

11-312. Consideration of an appointment to the City's Conservation Commission.

a) There has been an unfilled seat on this board since Anthony Irrapino stepped down approximately a year ago.

b) Alex Hoffmeier has indicated that he is very interested in serving on the Conservation Commission and former Chair, Kris Hammer, wrote that "Alex would be a great asset to the Commission."

c) Recommendation: Meet Mr. Hoffmeier; appointment to fill the unexpired 4-year term until June, 2012.

Mr. Hoffmeier said he has lived in Montpelier for three years. He has a background in environmental science, natural resource management and landscape planning and design. He thought this would be a great opportunity to use his skills and knowledge in a great town.

Motion was made by Council Member Sherman, seconded by Council Member Timpone to appoint Alex Hoffmeier to fill the unexpired term on the Conservation Commission that ends June, 2012. The vote was 6-0, motion carried unanimously.

11-313. Establish City Council's Budget Priorities

Mayor Hooper said she feels their obligation is first and foremost with the health, safety and welfare of the community of Montpelier and fire, police and public works form those core services. She also asked questions about whether or not it was possible to review how we offer some of those services.

Council Member Weiss asked what services are core to the work of the city government. His answer is the key service is the management of city government and it encompasses the very important aspects and components of Montpelier's population. This city is a business with financial operations bordering on $50 million annually with a payroll of some 100 persons. It is one of the largest businesses in Washington County. Yet, it operates without either a business or a strategic plan. Is there an alternative way to provide these services? The management of this city is defined by the City Charter. In so doing it gives prime authority to the position of the City Manager with less authority going to the Mayor and even less authority going to the Council. A start to considering an alternative way in the management of the city is to review and revise the charter to enable the city in making parity between and among the Council, the Mayor and the Manager. In so doing the services wanted and needed within the city will be analyzed and appropriate decisions made. Should property taxes support these services or should they consider alternative revenue sources? Property taxes and fees will continue to be the major sources of city services. It can be supplemented by other revenue sources, such as the state contribution in lieu of taxes. However, supplemental revenue sources aren't permanent. They are dependent upon the whims of state sources.

Council Member Jarvis said the core is services that are offered in all municipalities in Vermont. She had broken it down into four rings: Emergency Response and Basic Public Works, the second ring tranquility professional management and responsible government with professional land use regulations. The third ring quality of life issues and the fourth ring contributions to outside agencies.

Council Member Sherman said in terms of core services it seems we operate as a balance system and all of the parts belong. Certainly, public safety and public works are critical parts as well as land use planning and zoning. We couldn't get along without administration and couldn't get along without infrastructure. Those are the biggest pieces. In this balance she sees there is a critical place and need for community services. The balance needs to be maintained. Possibly the whole budget could be reduced or shrunk but she doesn't see that any of the parts can be eliminated. The community services are the long term ones included in the budget. Closely related to public safety is the Justice Center. It's preventive but connected to safety. She thinks the 3rd of July celebration is vital and wouldn't cut those out. The smaller budgets will be hit hardest by 2 to 5 percent cuts but the cuts need to be shared because it is the balance that makes the city the vibrant place we all want to live.

Council Member Hooper said they need a sustainable budget and he doesn't know what that means as far as personnel. Sustainable obviously has to do with how big our grand list is, how many people living in town, and we would be cutting off our nose to spite our face if we reduced our investment in growing the city because it isn't big enough to sustain where it is now. The Justice Center is a wonderful thing but it is a state responsibility. He loves the city for its park, trees and events they sustain and he hopes they can continue to keep those.

Council Member Golonka said ultimately the city can't be all things to everyone and they have tried to do that in a lot of areas. He thinks efficient delivery of services through our regionalization efforts with municipalities will help. The idea of mutual aid is not fair to the city of Montpelier. Outside communities should spend more for the benefit of having a full-time fire, police and ambulance up and ready.

Council Member Timpone said what they don't want to lose which is what they all care about for Montpelier but at the same time we need to have a sustainable community to live in. Their property taxes are too high. It is finding that balance which she isn't sure will be done in one budget cycle. We need to take a hard look at the outside agencies. It is going to be hard between sustainability and keeping the community we want and love.

Mayor Hooper said with the outside agencies over the past several years we set a policy at the beginning of the budgeting process which has been where we will put the outside agencies in our budgets provided they don't ask for additional money. It is a cost containment measure. If an agency requests to be funded at a higher level we require them to petition back on the ballot and ask if the voters would support it. We have kept virtually everything level funded. She spoke about looking for reductions in the core service areas or continuing the pressure the Council has been working on to regionalize services with fire, police and ambulance. Are you interested in looking for the deep cuts that have been suggested within this budget cycle or are you interested in continuing strategy of how to pull down the costs over time?

Council Member Sherman said they need to look at this and if they try to accomplish it all in one year it's going to be very painful. Regionalization is important. The suggestion of looking at regional dispatch sounds like a good move and shows a movement in the right direction.

Council Member Weiss said regionalization is a key but we need to start regionalization on the outside communities that are utilizing services and costing this city expenses, and unless they pay their fair share we ought not to be providing those services to them. He doesn't think a 3 percent cut across the board is a deept cut. The Senior Center ought to be imposing or requesting fees from every community whose citizens use the center. When the Justice Center makes their presentation more than 50 percent of their services are going to non-Montpelier residents. Those communities should be paying for this. That's a part of regionalization.

Council Member Timpone asked how we get them to pay.

Mayor Hooper sent the Council a memo saying the areas she would like to look at in the consolidation of services with Barre City. If that is not possible, look at dispatching services during low volume time and sending it back to the state. Also look at the consolidation of police, fire and emergency services with Barre during the low volume times. She wonders if there is an ability for the two cities to put their heads together to figure out a way to do this.

City Manager Fraser said he believed the two Police Chiefs have talked and were looking at doing things together but it does require other members of the region as well. It is important to note that when we talk about dispatch we speak for 16 other communities who we are already providing regional dispatch. Then there is Berlin and Barre Town who are in our region that complete the picture and are certainly geographically situated. There is interest from Police Chief Facos and Chief Bombardier to lay something out.

Mayor Hooper said Alan suggested we continue reaching out to other communities.

Council Member Weiss said they should talk about the 1 percent tax for local options. A gentleman back here indicates we could get $750,000 a year from local options taxes is revenue that needs to be considered.

Council Member Hooper said he has been opposed to the local options tax since he got here. He is much less opposed to it and perhaps in favor of it now. He still sees deficiencies in it. It is still more aggressive than a property tax and a kind of hidden tax. It's not great but it does go towards taxing some other people for the services they use and he would support it at this time.

Council Member Weiss said the question becomes, what do they do with that $750,000? There is one proposal to reduce taxes and another proposal to commit all of that money to improving the infrastructure of the city. The idea has merit but they have to know in advance where that money is going.

Council Member Timpone said the only way she would support it would be if they had clear policy guidelines on how it is going to be structured and what it is going to pay for.

11-314. Complete review of Operating Budgets for Administration, Community Justice Center, Cemetery, Planning & Development, Parks and Senior Center.

Green Mount Cemetery;

Patrick Healy, Superintendent said the cemetery budget is reviewed, scrutinized and adjusted by five taxpaying publicly elected Montpelier residents before it even gets to Bill's and Sandy's desks. Those five residents are the elected Cemetery Commissioners. Cemeteries are a basic but often overlooked core services to communities since the beginning of time. Calais has a municipal cemetery. There are 1,900 cemeteries in the state of Vermont, most of which are owned by the town. Cost saving measures are taken throughout the years – the biggest one is using the Corrections labor crew. The potential savings or value added is $100,000 a year. Lately they have been using a work camp crew out of St. Johnsbury. It is $1,000 a week and they are paying $23,000 a year and it works out to about $5 per hour per man. The cemetery has been using a work crew since 1981, and they may have been one of the pilot projects for the Corrections Department. If they were to look at privatization, they are talking at least $25 per hour per man. Other cost saving measures are their diversity. When he first started they just had lots for full caskets and now they have them for cremations and combinations. There is even an area in the woods with no grass to cut. They have also diversified with the city as far as mowing parks and he plows parking lots for the city for an income. They position share with the Department of Public Works and they are also sharing equipment. Their mini excavator is presently down on the bike path doing the finished work on the flood mitigation project. Other things the Commissioners have done throughout the years is they don't give any bonuses to their employees except their shared position is a unionized position as of last July. There is a merit bonus. He doesn't receive any insurance payoff and doesn't take any insurance from the city. They no long have cell phones. They found the cell phones were not a tool for the public but a tool for a few of the funeral directors to reach him. In their situation where the public is not dealing with cemeteries on a regular basis the cell phone just became a tool for a few businesses so they got rid of it.

Council Member Golonka asked how often they reviewed the fees. It looks like the revenue is a little static and it has been that way for a couple of years.

Superintendent Healy said they review them every two years.

Council Member Golonka said the grave openings are down to zero in the budget.

Superintendent Healy said they are now splitting them up between cremation and casket burial rates. When he started with the cemetery 25 years ago they only had one cremation and now they are doing 60 to 70 percent cremations. They are in competition with other cemeteries around – Berlin, Middlesex, and the Veteran's Cemetery. When the Veteran's Cemetery opened they probably lost 10 percent of their business. If you were to go up to the Berlin Corner Cemetery past Applebee's way back in the 70's that was all country. When he started here they were selling four graves for the price of one grave at Green Mount Cemetery. People are shopping for plots.

Council Member Weiss told Patrick that roughly half of his operating budget comes from the city. What about charging non-Montpelier residents more for services than you charge Montpelier residents? Why couldn't it apply here?

Superintendent Healy said it could. The issue is the definition of resident. Did they ever pay taxes in Montpelier? Did they retire to Florida and now they are a resident of Florida but pay taxes in Montpelier for 25 years and come back. Do you say your brother is a resident in Montpelier so can he buy the lot for you and transfer it?

Mayor Hooper asked what were the consequences of a 10 percent cut to the cemetery budget.

Superintendent Healy said they would strongly look at labor and it would be either his assistant's position or cutting back his position. It would be a drastic cut of $10,000 or $20,000. They would look at everything from cutting his position back and also closing the cemetery for a certain amount of time each year. Most of their costs are fixed and not discretionary.

Community Justice Center:

Yvonne Byrd, Community Justice Center Director introduced her staff, Alfred Mills and Judy Gibson; John Gorczyk who is the Chair of the Citizens Advisory Board, and Marion Drew who volunteers with two COSAs and the Reparative Board. She handed out a memo to the Council along with revenue and expense figures. The mission is to promote and provide restorative responses to conflict in crime. It is here in our communities where we feel the impact of such events. For re-entry services currently this fiscal year they are funded to serve 10 people coming out of jail and next year it will be 8 people. They are finding the people they work with are benefitting from having a group of three people from the community to volunteer and meet with them on a regular basis to make the best decisions possible. Their observation is they are successful in building lives and not committing other offenses. They continue to have reparative boards with six meetings a month with potential to serve 70 new clients each year. The number they have each year goes up and down depending on the judge and time of year. Seventy-four percent of the people who have been accepted completed the program successfully. The reparative boards are seeing people at various stages of their journey through the criminal justice system and they have had people who have been convicted of an offense and then as part of their sentence being asked to go back to the community and meet with folks to talk about what they did and to address what contributed to the offending in the first place. Studies have shown it reduces their reoffending. In the past year they have worked out a protocol with the court to allow them to work with people who are sentenced but their sentence is to come to the reparative board as opposed to being on probation. They have been having an increasing number of referrals from the Police Department for their pre-charge program, our restorative justice alternative. This is especially true for teenagers and young adults who are doing relatively low offenses but left unaddressed would ramp up to be a problem. This way these young people can have a learning opportunity as opposed to a punishment and avoid having a record that might impact their chances of succeeding in the future.

With all of their programs they are committed to victim support reaching out to crime victims to offer information referrals and community support. They always invite victims to the table and communicate with them. They also have done and will continue to be conveners of community dialogue around issues related to crime and conflict. On the prevention level, which is also used as an intervention for people who have committed offenses, they continue to offer the insights into conflict class they created at least three times a year.

She gave out statistics of the service they have provided to Montpelier and different towns.

Council Member Golonka asked why should Montpelier bear the burden of the state push down of mandated services and now you are asking for a subsidy from the City of Montpelier again. In an era where they are looking to cut 3 to 5 percent in our core services why should the Justice Center get 44 percent increase? He can't justify that increase.

Community Justice Center Director Byrd said one of the handouts sheds a little light on that. The time when this budget was put together is way earlier than when they secure the grant funding so it is a forecast. She is really busy securing additional funding and she thinks their expenses will come out less.

John Gorczyk added they met with the Department of Corrections and Bill Fraser to look at the question of regionalization. The Legislature is looking fairly aggressively at the problems they have right now with the cost of corrections and the fact that the incarcerated population has more than tripled in the last 15 or 20 years despite crime being relatively flat or even down. Montpelier is part of the state and the fact that the state is now spending $130 million on corrections is a problem that trickles down to the City of Montpelier. The state recognizes that incarceration is quite often a very ineffective and sometimes counterproductive response to crime. We know that the restorative programs and the reparative programs have a 22 percent reduction in re-offense rate regardless of offense type so it is important from a public policy perspective to try to make greater utilization of that. It is clear that the Legislature is going to be looking at alternative ways when dealing with this issue of crime and justice. It is becoming clearer that the Legislature has an investment in alternative ways of dealing with this issue. The justice centers represent probably one of their best options. It's not going to go away and they will continue to invest in it. When they met with the department they were trying to figure out how to expand the reparative program county wide recognizing that some towns don't have the capacity or the volume to justify a full blown justice center. They asked them to put together a proposal to allow us to take on responsibility for administering reparative programs in some other communities in Washington County. They put together a budget and gave it to them that would cover the operating costs associated with administering those services. In order for them to do this they are aware of the fact that the taxpayers of Montpelier are concerned about tax rates in this town and if you want Montpelier to take on that responsibility Montpelier needs to cover more than just the cost of doing so. They need an incentive to do so, and that incentive needs to be cash that starts to reduce the city contribution to this program. Having said that he doesn't think it would be a good idea to reduce the city's contribution to zero because it is important that Montpelier has a stake in the game. When they started the whole concept of justice centers it was important that they tie into municipal government so there could be a democratic process to look at the desirability, viability and using this approach to justice in lieu of the traditional criminal justice system. This is a good debate to have. It is important to recognize the communities have a stake in conflict and dispute resolution and to simply move the problem to the state and let the state deal with it in a system that is primarily punitive and doesn't address the needs of victims and is not effective with the needs of the offender either

Mayor Hooper asked Mr. Gorczyk if he could speculate on what our police might be doing if we weren't running emergency services. What are they preventing from having happen in our community?

Mr. Gorczyk replied what they are providing is a community based response for the police. The concept was that when something happens that is bad who do the police have to call? Where do they get help from? The only resource they have is arrest and referral to the state's attorney for prosecution. If there is no phone number and no one for them to look for an alternative response they will continue to use the state's attorneys, arrest and citation. You are seeing mental health increasingly involved. They have more access to mental health street workers to provide a social service. Chief Bombardier decided to hire someone who is going to wear a white coat instead of a blue coat to work the streets. The Montpelier Police Department similarly is looking for alternative ways to respond to the problems they are confronted with day in and day out, whether it is a mental health worker or a mediation program or community reparative board. It becomes a way of solving the problems rather than just passing them on to the next layer in the bureaucracy.

Council Member Weiss said there are two programs and they total in excess of $230,000. When he looks at the line items there is no reimbursement to the city for rent, heat, and electricity. Should there be?

Mayor Hooper said they are a department of city government.

Paul Carnahan said all they said the city is paying for is the conflict assistance programs.

Judy Gibson said she was referring to the things that are specifically Montpelier based.

Community Justice Director Byrd said they have made some commitments to the city that certain services they will just deliver to city residents such as the conflict assistance program, special request for facilitation services, etc.

Mr. Carnahan asked if Montpelier money went to some of the other programs as well.

Community Justice Director Byrd replied yes.

Linda Setchel said she wonders if she has more hard data about how much this is helping the city's crime rate. She would assume over time the need for a police force should be reduced if this program is effective.

Ben Huffman said he has always felt that the term "community" was a nice sounding word but he isn't sure it describes much. It doesn't correspond to a municipal boundary and the fact that this group is providing services to communities it has is evidence of that. He agrees with Mr. Gorczyk that this is a very important program and it is important to foster citizen participation in this process from the areas where perpetrators and the victims live but he doesn't know that sort of commitment by communities is defined by whether it is in a budget or not. Secondly, the larger issue before this group is that we have a host of such activities in Montpelier which are servicing people throughout the area who don't pay for it. He would suggest the bigger issue that should be taken to the Legislature would be to figure out a fair way so the people who are buying in financially are actually doing so on an equal basis. Is there an opportunity to bring this up explicitly?

Mr. Gorczyk said they brought it up with the Department of Corrections when they talked about possibly administering, supervising, training and helping to create a reparative capacity in other communities within the county. The funding that came to Montpelier had to be reflective in the fact that this isn't Montpelier's essential responsibility.

Montpelier Senior Center:

Jana Clar, Director of the Senior Center; Johanna Nichols, bookkeeper at the Senior Center; Elizabeth Dodge, Chair of the Senior Advisory Board; and Bev Hill, Assistant City Manager, appeared before the Council to present this budget. They explained the fee structure for the different programs. She reported they have lost membership over the past year.

Jana Clar detailed the Senior Center budget and how they would reduce the operating costs by approximately 7 ½ percent. Why does Montpelier need a senior center? They promote healthy aging, lifelong learning and physical activity as well as affordable options for all seniors. They are a center for connecting with community resources and referral to other appropriate community partners. They recently helped a local senior who had become homeless to get back on her feet.

The population in Montpelier is aging and is going to be increasing. They have a large number of program options in their classes. There are 9 different yoga classes and four different foreign language classes, book discussions, current events and writing classes. They also offer discounted memberships and privileges at some of the local gym facilities and discounted bowling. They offer free events to the public and are working at increasing their media outreach.

They are working hard to develop some policies and procedures. They have revamped the capital campaign and have $60,000 left to raise. They are confident they will be able to meet the capital campaign goal by the end of the fiscal year. They are also doing more grant writing. In FY 2013 they will be moving back to 58 Barre Street. They are going to continue to focus on program development and increasing their options for younger and working seniors and the possible meal program.

She reviewed some of the cost savings. They have reduced their administrative management line item which accounted for a lot of the work Bev was doing for the Senior Center. They have revenue changes which she outlined for the Council. They are collecting some rental fees. They will be increasing fees for members' dues, meals cost and use of game room. They receive appropriations from Berlin, East Montpelier, Middlesex, Calais and Worcester.

Under contributions they have been collecting scholarship funds and doing a sliding fee for trips and classes. They are pursuing memorial gifts and on January 28th there will be a benefit dinner and silent auction.

Bev Hill reported that the Community National Bank will give the capital campaign $30,000 at the rate of $10,000 per year over the next three years. It is their largest gift to date.

Richard Sheir from Loomis Street said they have gone over this for years on the contributions of $1,000. As a working senior every program the center has is during working hours. We are talking about a $50,000 subsidy for the other towns.

<u>Parks and Tree Board</u>

Geoff Beyer, Parks Director and Tree Warden and members of the Tree Board appeared before the Council and presented their budget. They have worked hard to provide services efficiently. If they cut too much it really cuts into the services they can provide and how they leverage their services. It costs approximately $44.00 from the average homeowner to support the parks budget. If they were to cut that over 10 percent he loses a VISTA or AmeriCorps member and the whole formula changes. The Tree Board has focused as a volunteer board for about 18 years on downtown trees and they have been a tremendous resource in planning and grant writing as well as starting a tree nursery. They help with pruning and planting the downtown trees. They receive a budget of $2,000 a year to help maintain the tree nursery for the downtown trees. They have the Tree City USA application which makes them eligible for grants. The maintenance of the downtown trees has been carried at least 80 percent by the Tree Board. Tree management has focused on removing tree hazards to increase tree safety and pruning street trees. They have also been working on doing a tree inventory so they can be aware of tree hazards around the city.

In the parks program there is an increase in the summer budget for AmeriCorps. They have a lot of older equipment they are trying to maintain and the repair and miintenance costs from Public Works has gone up during the last 10 years.

Mayor Hooper asked if there was data on the use of the parks.

Parks Director Beyer said it is pretty solid. The number hasn't gone down. They manage over 400 acres made up of over 15 miles of trails, over 7 acres of lawns and 60 miles of road to take care of. North Branch River Park is as big as Hubbard Park and there are five pocket parks they also maintain.

City Manager Fraser asked if he had any idea how many nonresidents use the parks.

Parks Director Beyer said with Hubbard Park it is probably 30 percent nonresident use but there are more in-town regular users than there are out of town people. North Branch is more like 90 percent residents.

Planning Department

Gwen Hallsmith, Planning Director reviewed her budget with the Council. Their budget is all staff. Over the past five years they have accomplished a lot. They have updated the Master Plan, raised grants for the city, redoing the Senior Center. They are working on the district energy project, different grants and programs like the REACH Project and Mazer grants. When you read through the Barriers to Housing Report a lot of what needs to be done rests on the Planning Department's shoulders. When you look at the whole picture they really try to build the social and infrastructure of the city that helps support people when times are hard. Now we are facing hard times and things like the community development programs give people loans if they need emergency repairs to their homes. Cutting the safety net in times when things are hard isn't always the most prudent way to go. Cities and governments are safety nets for people in economic hard times. Even though it looks tempting to save a little money by cutting back on government services she thinks Bill has very clearly made the case that the people who are hurt the most are the ones who can least afford it, and that is especially true in their department.

In the future they expect to be doing another review of their fees. They are still moving forward with some of the major development projects and there are others being proposed. The Economic Development Committee is gearing up and looking at things like an incubator and different types of ways to revitalize the downtown. All of those would be eligible for community development block grant funds which is one of the major things they work with in their office. They are also in the middle of a major zoning change and trying to increase the entire community in that change because it is a major revision. They have used a municipal planning grant to look at the boundaries within the zoning districts and redrafted those boundaries for the first time in 20 years. They have streamlined the permitting process in the office. Now it is uncommon for people to walk out the same day with a permit and that wasn't the case six years ago.

They have redesigned the web site and it is time to look at that again. The last web redesign cost $20,000 and it will be at least that much to do it again.

Council Member Golonka said the other purchased services are a 270 percent jump. What is that for?

Planning Director Hallsmith replied it is the planning software. It is now on hold.

Linda Setchell said the Planning Departments administers community development block grants and she asked how is what they do different than what the Central Vermont Regional Planning Commission does in administering those?

Planning Director Hallsmith replied they do them for Montpelier. The Central Vermont Regional Planning Commission does it for the smaller towns that don't have administrative staff. They aren't a community development agency.

Ms. Setchell said she doesn't know where to find out about all of the projects and what their status is. Where is that information?

City Manager Fraser explained where she could get that information.

Ms. Setchell asked where the information about how long these projects have been going on is. What are the costs to date over these projects?

Council Member Sherman asked if they had to cut their budget 3 or 5 percent what would happen.

Planning Director Hallsmith said 3 percent would have to come out of staff and people would lose their jobs, or she would have to take a $15,000 pay cut. It is the people that are the least able to afford losing their jobs who are the first on the chopping block and she has trouble with that. They are also the least expensive. The VISTA are volunteers in service to America and live in poverty and this is one of the rare jobs in our region that young people can get that is a professional track job and it is an important one that the city should keep because it's not a big expense and does an enormous amount of good in terms of keeping in touch with people in the city.

Mayor Hooper asked how many permits they issue a year.

Planning Director Hallsmith replied between 200 and 300.

Mayor Hooper said this is really tough on a lot of people whose lives are involved but it a process they have to go through and the Council's obligation.

City Manager Fraser said they are in the process right now of bringing the Building Inspector to the Planning Department. He felt this would be an improvement in customer service. It will be easier to have that shared information when you are sitting in the same office.

Mayor Hooper asked if it would be possible for Gwen to run the administrative officer. Would it be possible to combine those services?

Planning Director Hallsmith replied it is a full-time job. There is design review, floodplain management, and historic management.

Mayor Hooper asked if she could redesign or reorganize the department to reduce staff and still provide the services.

Planning Director Hallsmith replied no.

Council Member Weiss said it's not personnel but programs. What programs could be eliminated from planning and development? He doesn't see assisting those with the greatest need a planning and development function at all. Let's also look at programs.

Mayor Hooper said one of the things she has heard strongly this past month is an area to increase our services is in economic development and housing. There isn't the capacity within the current staffing to consolidate what they are doing so we can dedicate their work to something else without diminishing the existing services.

Planning Director Hallsmith replied a lot of what they do already is economic development and housing. Right now what she considers an economic development project is the district heating project. Energy is a huge part of our economy. As that moves into implementation she will have time to do other kinds of economic development projects. REACH was an economic development project.

11-313. Reports by City Council

Council Member Sherman reported she is going to run for Council again and will be circulating petitions.

Council Member Weiss reported he and Bev met with the county people and their budget will rise about $50,000 going from $439,000 to $490,000, but if you divide the $50,000 by the 20 communities and it is only $2,500 but no one will know until January what their rate will be because it depends upon the equalized grand list which is set by the state. Bev Hill had told him the front steps of the Court House have to be replaced because they are in the middle of a law suit right now. That project will cost about $35,000. The Union Elementary School periodically creates a traffic problem on School Street and the street coming down. One of the citizens called about it and the Police Chief and Public Works Director solved the problem. On Tuesday night the City of Barre agreed to put in its budget its share of the $15,000 for regionalization.

Council Member Jarvis said the MDCA has a lot of energy and enthusiasm right now about all kinds of ideas to revitalize the downtown. She invited everyone to se come to First Night.

11-316. Mayor's Report

None.

11-317. Report by City Clerk-Treasurer

City Treasurer Hoyt said the Water and Sewer bills are due on Thursday, December 15^{th}.

11-318. Status Reports by City Manager

City Manager Fraser said at next week's meeting they will be doing the police and fire budgets and talking about local options taxes and charter changes. Today the city received our CLA percentage of 99.63 percent. This is higher than last year's so that should have a reduction of 1.8 cents on the school rate.

City Manager Fraser said they have been working on district heat contracts and hope to have it wrapped up by the end of the week.

Mayor Hooper said the goal is to have this resolved by December 23rd.

Adjournment:

After motion duly made and seconded by Council Members Weiss and Sherman the City Council adjourned at 11:10 P.M.

Transcribed by Joan Clack

Attest: ________________________________

Charlotte L. Hoyt, City Clerk

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
GENERAL FUND												
Class II STREET RESURFACING												
BarreStreet (Granite to Pioneer) Coordinate with Bike Path	CIP/State			$30,000						$69,000		$99,000
Berlin (River - City Line)	CIP/State	$0		$125,000						$275,000		$400,000
Main Street (Towne - City Line)	CIP/State	$0	$60,000							$60,000		$120,000
SUBTOTAL Class II STREET RESURFACING		**$0**	**$60,000**	**$155,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$404,000**	**$0**	**$619,000**
Class III STREET RESURFACING												
*See List of Streets of Possible Resurfacing SEE PAVEMENT STUDY-	CIP	$0	$74,558	$295,000	$255,000	$250,000	$250,000	$250,000			ONGOING	$1,374,558
COMBINED SEWER OVERFLOW (CSO) RELATED RESURFACING	CIP											$0
SUBTOTAL STREET RESURFACING includes Sidewalks when required		**$0**	**$134,558**	**$450,000**	**$255,000**	**$250,000**	**$250,000**	**$250,000**	**$0**	**$404,000**	**$0**	**$1,993,558**

***LIST OF STREETS - NOT IN PRIORITY ORDER Class III Street Resurfacing List: North Park Drive, ~~Loomis, Murray~~ Road, Pitkin, Blanchard, Spring Hollow Lane, Msgr. Crosby, Woodrow, ~~Corse~~, Dunpatrick, Freedom Drive, Phillips Rd, Cummings St.**

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
STREET REHABILITATION Reprofile & Resurface/Recycle												
CLASS II												
Towne Hill Road-Phase II(Grandview to City Line-) no sidewalk	CIP/State	$0	$120,000							$175,000		$295,000
Gallison Hill Road-Bike Path	CIP/State	$0										$0
CLASS III												$0
Bliss Road	CIP	$0										$0
Grandview Terrace	CIP	$0	$90,000									$90,000
Hillhead Road	CIP	$0										$0
No. Franklin St. (37)	CIP	$95,000										$95,000
Liberty (Heaton-College) (70)	CIP		$69,000									$69,000
Hebert Road (34)	CIP	$108,000										$108,000
Deerfield Drive	CIP				$80,000	$0						$80,000
Gidney Place	CIP						$40,000					$40,000
No. College St. (14)	CIP	$0	$0									$0
												$0
												$0
Hubbard Park Drive	CIP	$0		$0	$115,000	$0						$115,000
Park Side Drive	CIP											$0
SUBTOTAL STREET REHABILITATION		**$203,000**	**$279,000**	**$0**	**$195,000**	**$0**	**$40,000**	**$0**	**$0**	**$175,000**	**$0**	**$892,000**
STREET RECONSTRUCTION												
Lower State Street Reconstruction	CIP/State									$720,000	$80,000	$800,000
Elm Street (Vine-Pearl)	CIP/State									$567,000	$63,000	$630,000
Northfield Street Reconstruction	CIP/State									$1,296,000	$144,000	$1,440,000
Towne Hill Road (Road, Storm Sewer & Sidewalk)	CIP/State									$1,782,000	$198,000	$1,980,000
												$0
SUBTOTAL STREET RECONSTRUCTION		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,365,000**	**$485,000**	**$4,850,000**
TOTAL ALL STREETS		$203,000	$413,558	$450,000	$450,000	$250,000	$290,000	$250,000	$0	$4,944,000	$485,000	$7,735,558

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
BRIDGES												
												$0
Memorial Bike Path Bridge, Deck & Lights	CIP	C										$0
												$0
												$0
Rialto Bridge	Bond/State						$250,000		$250,000	$1,935,000		$2,435,000
Cummings Street Bridge Replacement	Bond/State				$200,000				$20,000	$900,000	C	$1,120,000
												$0
Spring St Bridge (Bond FY10)	Bond	C							$100,000			$100,000
SUBTOTAL BRIDGES		**$0**	**$0**	**$0**	**$200,000**	**$0**	**$250,000**	**$0**	**$370,000**	**$2,835,000**	**$0**	**$3,655,000**
TRAFFIC IMPROVEMENTS (Intersection & Calming)												
Route 2-12 Intersection Study	CIP/IF									$8,000		$8,000
Main/Barre St. Signal (Right Turn Lane)	CIP/IF									$80,000	$80,000	$160,000
												$0
Main/School Signal (Flashing Red)	CIP/IF										$35,000	$35,000
												$0
										$0		$0
A.Upgrade at Bailey/State Street B.Strain Poles	CIP/IF/STATE DTF	$0								$6,500		$6,500
Traffic Signal Study Gallison/US Route 2	CIPIF	$0			$50,000					$10,000	$35,000	$95,000
Safe Routes to School Signs	Fed/State	C								$50,000		$50,000
Safe Routes to School (MSMS bulb outs)	Fed/State	C								$57,000		$57,000
Main & State Traffic Signal Upgrade(Main,State,Bailey, Northfield,Berlin)	CIP/Impact Fees	$15,000	$10,000							$7,000		$32,000
SUBTOTAL INTERSECTION IMPROVEMENTS		**$15,000**	**$10,000**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$210,500**	**$150,000**	**$435,500**

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
RETAINING WALLS GUARDRAILS												
Elm St Rockslide Maint/Inspection	CIP		$0	$10,000								$10,000
Nelson St (Bond FY10)	CIP								$330,000			$330,000
Sibley Avenue Slope Stability	CIP			$110,000								$110,000
Ridge Street Slope Stability	CIP	C										$0
Retaining Walls -as needed	CIP/State					$0	$75,000	$75,000	$35,000	$84,408		$269,408
Hill Street (Bond FY10)	CIP	$58,000	$75,000						$50,000	$9,000		$192,000
LaGue Slope Stabilization	CIP	$0	$50,000									$50,000
Barre St Headwall	CIP				$150,000							$150,000
Cherry Ave	CIP	$15,000	$15,000									$30,000
Route 302 Rock Catchment	CIP									$100,000		$100,000
SUBTOTAL RETAINING WALLS GUARDRAILS		**$73,000**	**$140,000**	**$120,000**	**$150,000**	**$0**	**$75,000**	**$75,000**	**$415,000**	**$193,408**	**$0**	**$1,241,408**
SIDEWALK/BIKE PATH RECONSTRUCTION & RESURFACE PROGRAM												
Barre St.	CIP											$0
Police Station Front	CIP											$0
College Street (E. State - Woodrow)	CIP	$0	$0	$35,000								$35,000
Liberty Street	CIP	$0	$85,000									$85,000
Bike Path Resurface			$30,000	$50,000	$50,000	$50,000						$180,000
Barre (Coordinate with Street Paving Project)	CIP											$0
Sibley (coordinate w/slope & wall)	CIP										$20,000	$20,000
School St, Loomis, Park Ave	CIP											$0
Sidewalk & Sign Improvments Elem & Middle Schools -Safe Routes to School	FED									$101,700		$101,700
Crosswalk Enhancements (08 Grant)	FED									$60,000		$60,000
Sidewalk Reconstruction	CIP						$25,000	$80,000				$105,000
SUBTOTAL SIDEWALK RECONSTRUCTION & RESURFACE PROGRAM		**$0**	**$115,000**	**$85,000**	**$50,000**	**$50,000**	**$25,000**	**$80,000**	**$0**	**$161,700**	**$20,000**	**$586,700**
SIDEWALK EXTENSION PROGRAM												
Elm Street - Recreation Field Cost Est. for Asphalt $54,000	CIP	$0	$0	$10,000						$44,000		$54,000
Upper Mian St (Towne Hill-Murray Hill).	CIP											$0
Hebert Road (Berlin - Isabel)	CIP/IF	$15,000	$0							$75,000		$90,000
College (Hinkley - Arsenal)	CIP										$22,000	$22,000
												$0
Berlin Street (Hebert - Sherwood)	CIP		$0	$30,000								$30,000
Towne Hill Road (Coordinate with Street Rehab)	CIP	$0	$0	$25,000								$25,000
Northfield (Independence Green - Freedom Dr.)	CIP	$0	$0	$10,000							$50,000	$60,000
SUBTOTAL SIDEWALK EXTENSION		**$15,000**	**$0**	**$75,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$119,000**	**$72,000**	**$281,000**
STORM DRAINS & CULVERTS												
Culvert Replacement	CIP	$20,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$245,000
Snow Dump Erosion Repair Nat'l Life	CIP	$0										$0
Town Street Drainage		$7,000										$7,000
CSO/Storm Drain Lining/Replacements	CIP	$10,000	$0	$50,000	$50,000	$50,000	$50,000	$50,000				$260,000
Franklin Storm Repairs	CIP	$25,000	$25,000									$50,000
Hazen Place Storm Drain (Fiberglass Epoxy Liner)	CIP										$40,000	$40,000
SUBTOTAL STORM DRAINS & CULVERTS		**$62,000**	**$50,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$25,000**	**$25,000**	**$65,000**	**$602,000**

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
BUILDINGS & GROUNDS												
City Hall w/Parking paving - CNA	CIP		$64,447	$67,490	$22,311	$36,826	$26,171	$54,757			$0	$272,002
Police Station - CNA	CIP		$26,782			$17,844	$1,418	$1,283				$47,327
Fire Station - CNA	CIP		$20,730	$1,545	$3,501		$1,418	$83,856				$111,050
DPW Garage/Offices/Salt Shed - CNA	CIP		$162,708	$8,734	$127,075		$3,658					$302,175
												$0
ADA Improvements - City Properties	CIP	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000				$70,000
												$0
												$0
									$225,000			$225,000
Turntable Park-Phase I	State AOT & Sales Tax Reallocation &	C								$168,000		$168,000
SUBTOTAL BUILDINGS & GROUNDS		$10,000	$284,667	$87,769	$162,887	$64,670	$42,665	$149,896	$225,000	$168,000	$0	$1,195,554
MISCELLANEOUS												
Website Upgrade												$0
City Master Plan Update	CIP/STATE	$0										$0
Capital Projects - Downtown Program	CIP	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000				$70,000
CROSS VT TRAIL ASSOCIATION REC PATH (BALLOT ITEM)	CIP											$0
Flood Mitigation - Phase II	CIP//State/Fed	$90,000	$0	$200,000	$200,000	$200,000	$200,000	$200,000		$1,249,125		$2,339,125
Flood Mitigation - Wastewater Effluent Bypass	CIP/Fed									$449,756		$449,756
Sabin's Pasture Land Purchase	Bond								$188,000			$188,000
District Heat	Bond/State								$250,000	$200,000		$450,000
Carr Lot Transit & Welcome Center (In addition to previously approved $800,000 Bond)	B/Fed/State	$0							$1,100,000	$9,049,305		$10,149,305
Street Lighting Improvements	CIP	$0										$0
Main Street Light Poles	CIP											$0
SUBTOTAL MISCELLANEOUS		$100,000	$10,000	$210,000	$210,000	$210,000	$210,000	$210,000				$13,646,186
SUBTOTAL ANNUAL FUNDING		$478,000	$1,023,225	$1,102,769	$1,347,887	$649,670	$967,665	$839,896				$29,378,906
5% Project Management		$24,349	$65,033	$55,138	$67,394	$32,484	$48,383	$41,995				
TOTAL ANNUAL CAPITAL FUNDING		$502,349	$1,088,258	$1,157,907	$1,415,281	$682,154	$1,016,048	$881,891				
PARKS FUND TOTAL		$3,500	$13,935	$13,800	$15,277	$2,000	$3,753	$4,209	$0	$20,183	$0	$76,657
CEMETERY FUND TOTAL		$10,000	$22,000	$91,626	$24,000	$33,751	$30,704	$24,716	$0	$0	$0	$236,797
TOTAL CAPITAL PROJECTS -GENERAL FUND, PARKS & CEMETERY		$515,849	$1,124,193	$1,263,333	$1,454,558	$717,905	$1,050,505	$910,816				$313,454

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

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Change from previous year		$79,840	$608,344	$139,140	$191,225	-$736,654	$332,601	-$139,689				
FUNDING FOR CAPITAL PROJECTS:												
Bond			$662,500	$735,000								
Annual Captial Funding			$461,693	$528,333								

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

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CAPITAL DEBT												
Existing Capital Debt												
Berlin St Reconstruction FY12	GF	$5,175	$0						$140,000		$0	$212,658
Bridges FY18	GF	$46,053	$44,224	$42,378	$35,648	$34,043	$32,430	$30,810	$680,000		$63,240	$1,047,054
Fire Station FY18	GF	$47,128	$45,299	$43,453	$41,589	$39,716	$37,835	$35,945	$750,000		$73,786	$1,150,870
Library FY21	GF	$45,469	$43,938	$42,378	$40,790	$39,176	$37,541	$35,887	$600,000		$171,030	$943,888
Police Station FY21	GF	$112,008	$108,179	$104,280	$100,310	$91,411	$87,597	$83,737	$1,470,000.00		$399,070	$2,299,941
1996 Retaining Walls FY17	GF	$6,655	$6,359	$6,060	$5,461	$5,161	$4,861		$100,000		$4,861	$161,964
1998 Retaining Walls FY19	GF	$62,067	$59,858	$57,626	$55,371	$53,094	$50,795	$48,480	$925,000		$145,434	$1,399,569
	GF										$0	
Main Street Lighting FY22	GF	$14,577	$14,141	$13,694	$13,252	$12,771	$12,296	$11,815	$215,000		$66,472	$323,316
Central VT Bike Path FY22	GF/State	$15,791	$15,320	$14,836	$14,356	$13,835	$13,321	$12,800	$200,000	$1,800,000	$72,012	$2,098,446
City Hall, Fire & DPW Roof/Windows/Sidewalks, Electric & Standby Generator FY25	GF/STATE DTF	$70,548	$68,766	$66,910	$65,000	$58,150	$56,370	$54,558	$850,000	$89,750	$439,502	$1,344,110
CARR LOT BONDS TO BE SOLD IN JULY 12	BOND/Federal	$28,573	$28,573	$71,914	$70,614	$69,266	$69,266	$66,426	$66,474	$8,100,000	$835,523	$9,229,296
CIP & Equipment Bonds July 12	BOND		$0	$74,306	$73,653	$72,864	$70,877	$69,694	$68,408	$870,000		
Municipal Buildings' Alternative Heating / District Heating FY30	CIP/STATE OR BOND	$21,866	$21,408	$20,289	$20,445	$20,324	$20,324	$20,324	$250,000	$1,150,000	$221,198	$1,446,374
Bridges Bond, Part 1:Langdon, Memorial BP, & Refinance Pioneer & City Hall, Fire, DPW Bldg	BOND/STATE	$74,212	$72,374	$70,513	$68,632	$66,724	$64,789	$62,829	$865,000	$1,140,000	$569,721	$2,409,019
Sabins Pasture ($128,257 remaining bal)	GF	$35,004	$0	$0	$0	$0			$188,000		**$0**	$214,057
Retaining Walls FY30	GF	$36,289	$35,529	$33,672	$35,458	$33,931	$33,931	$33,931	$415,000		$367,098	$589,259
Bridges Bond,Part II:Vine, Rialto Banister & Spring FY30	GF	$26,238	$25,688	$24,346	$24,533	$24,387	$24,387	$24,387	$300,000		$265,420	$426,048
TOTAL CAPITAL DEBT		**$647,651**	**$589,657**	**$686,654**	**$665,112**	**$634,853**	**$616,620**	**$591,623**	**$8,082,882**	**$13,149,750**	**$3,694,367**	**$25,295,869**
Change from previous year		**-$40**	**-$57,995**	**$96,997**	**-$21,542**	**-$30,258**	**-$18,233**	**-$24,997**				
TOTAL CAPITAL PROJECTS & DEBT -GENERAL FUND, PARKS & CEMETERY		**$1,150,000**	**$1,677,915**	**$1,844,561**	**$2,080,393**	**$1,317,007**	**$1,632,668**	**$1,473,514**				**$25,295,869**
Change from previous year			**$527,914**	**$166,647**	**$235,832**	**-$763,386**	**$315,661**	**-$159,154**				
Target Capital Budget		$1,150,000	$0	$0	$0	$0	$0	$0				
Variance from target		$0	$1,677,915	$1,844,561	$2,080,393	$1,317,007	$1,632,668	$1,473,514				

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
WATER FUND												
Distribution, Transmission & Storage System												
Streets Water CIP	Water CIP	$15,000	$720,000	$720,000	$720,000	$720,000	$720,000	$720,000				$4,335,000
Dickey Dam	Water CIP											$0
												$0
												$0
TOTAL DISTRIBUTION, TRANSMISSION & STORAGE		**$15,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$0**	**$0**	**$0**	**$4,335,000**
Supply & Treatment System												
TOTAL SUPPLY & TREATMENT SYSTEM		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUBTOTAL ANNUAL WATER CIP		**$15,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$720,000**	**$0**	**$0**	**$0**	**$4,335,000**
WATER CAPITAL DEBT												
West Side Connector Phase I Main St to Granite St/River St FY28	Water CIP	$175,855	$171,528	$167,139	$162,696	$158,192	$153,659	$149,069	$1,950,000	State	$1,393,277	$2,531,415
West Side Connector Phase II Northfield St to Westview Tank	Water CIP/State								$3,700,000	State/National Life	$3,700,000	$3,700,000
Town Hill Water System (Lease) FY25	Operating Budget	$43,269	$42,319	$41,329	$40,310	$39,310	$41,548	$40,306			$379,426	$667,817
Water Tower Terrace St FY08	Water CIP	$0	$0								$0	$0
Water Filtration PlantFY21	Water CIP	$204,906	$207,625	$204,891	$197,033	$193,012	$203,594	$203,625	$2,495,000		$907,533	$2,322,218
Water Filtration Plant FY 25	FED/STATE	$316,418	$319,483	$316,953	$318,884	$315,283	$316,158	$316,417	$4,150,000	CITY COSTS ONLY	$3,868,957	$6,088,553
Westside Connector Bailey Ave:State -Memorial; Bailey to Taylor to Main FY25	Water CIP	$109,374	$106,998	$104,523	$106,868	$104,038	$106,033	$107,748	$1,400,000		$965,368	$1,710,950
SUBTOTAL WATER CAPITAL DEBT		**$849,822**	**$847,953**	**$834,835**	**$825,791**	**$809,834**	**$820,992**	**$817,165**	**$13,695,000**		**$11,214,561**	**$17,020,953**
TOTAL WATER FUND		**$864,822**	**$1,567,953**	**$1,554,835**	**$1,545,791**	**$1,529,834**	**$1,540,992**	**$1,537,165**	**$13,695,000**		**$11,214,561**	**$21,355,953**
Target Capital Budget		**$780,000**	**$780,000**	**$780,000**	**$780,000**	**$780,000**	**$780,000**	**$780,000**				
Variance from Target		**$84,822**	**$787,953**	**$774,835**	**$765,791**	**$749,834**	**$760,992**	**$757,165**				

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
SEWER FUND												
Wastewater Treatment												
Phosphorus Reductio Upgrade	Sewer CIP		$5,000,000									$5,000,000
Wastewater Treatment Plant - CNA	Sewer CIP		$43,235	$46,791	$7,108	$18,697	$79,383	$0				$195,214
WWTP Solar Panels ARRA	Sewer CIP/Fed											$0
SUBTOTAL WASTEWATER TREATMENT		**$0**	**$5,043,235**	**$46,791**	**$7,108**	**$18,697**	**$79,383**	**$0**			**$0**	**$5,195,214**
Collector & Interceptor Systems												
Sewer Collection System Rehabilitation/Replaceent Pump Station Emergency Reserve Collection System $216,000 Berlin pays half	Sewer CIP	$20,000	$529,000	$529,000	$529,000	$529,000	$529,000	$529,000				$3,194,000
												$0
SUBTOTAL COLLECTOR & INTERCEPTOR SYSTEMS		**$20,000**	**$529,000**	**$529,000**	**$529,000**	**$529,000**	**$529,000**	**$529,000**			**$0**	**$3,194,000**
SUBTOTAL ANNUAL WASTEWATER CIP		**$20,000**	**$5,572,235**	**$575,791**	**$536,108**	**$547,697**	**$608,383**	**$529,000**			**$0**	**$8,389,214**
CAPITAL DEBT												
CSO Phase I - Local Share Bond FY17		$39,927	$38,152	$36,362	$32,763	$30,968	$29,168		$600,000		$29,168	$971,784
CSO RF1 021 FY17		$22,049	$22,049	$22,049	$22,049	$22,049	$22,049		$440,432		$22,049	$440,432
CSO RF1 027 FY18		$38,856	$38,856	$38,856	$38,856	$38,856	$38,856	$38,856	$777,110		$77,711	$777,110
CSO RF1 028 FY19		$14,156	$14,156	$14,156	$14,156	$14,156	$14,156	$14,156	$289,812		$42,469	$289,812
CSO RF1 047 FY20		$35,497	$35,497	$35,497	$35,497	$35,497	$35,497	$35,497	$707,693		$141,988	$707,693
CSO Phase II - Local Share Bond FY31		$78,769	$76,955	$75,093	$75,093	$71,245	$69,267	$67,263	$1,140,000		$818,434	$2,020,466
CSO RF1 059 FY22		$13,807	$13,807	$13,807	$13,807	$13,807	$13,807	$13,807	$265,100		$82,842	$265,096
CSO RF1 068 FY22		$26,456	$26,456	$26,456	$26,456	$26,456	$26,456	$26,456	$525,880		$185,191	$525,880
CSO RF1 071 FY23		$34,432	$34,432	$34,432	$34,432	$34,432	$34,432	$34,432	$675,000		$241,023	$675,000
CSO RF1 02-8 FY25		$28,100	$28,100	$28,100	$28,100	$28,100	$28,100	$28,100	$515,705		$224,797	$515,705
CSO RF1 03-9 82 FY26		$34,710	$34,710	$34,710	$34,710	$34,710	$34,710	$34,710	$564,646		$347,097	$564,646
CSO RF1 03-10 FY09		$0	$0						$123,940		$0	$123,940
CSO Storm Drainage Solar Panels AR1-016 FY29		$30,748	$26,064	$26,064	$26,064	$26,064	$26,064	$26,064	$300,000	$300,000	$504,453	$670,550
WWTP Improvements - 1988 Refinanced '92 FY08		$0							$200,000		$0	$316,236
I. WWTP Improvements RF1 033 FY24		$174,171	$174,171	$174,171	$174,171	$174,171	$174,171	$174,171	$3,647,420		$1,567,538	$3,647,420
Solar Panels see above		$23,956	$0	$0	$0	$0	$0	$0	$180,000	$186,000	$106,084	$346,025
Ultraviolet Disinfection System FY25		$116,724	$114,150	$111,469	$111,010	$110,551	$112,326	$113,815	$1,480,000		999,651.00	$2,308,402
Screw Pumps Bond FY28		$32,465	$31,667	$30,856	$30,036	$29,206	$28,368	$27,520	$360,000		257,163.00	$526,638
River Street Sewer Bond FY29		$34,588	$33,617	$33,020	$32,260	$31,543	$30,802	$30,036	$400,000		$335,265	$583,949
SUBTOTAL LONG TERM DEBT		**$779,411**	**$742,839**	**$735,097**	**$729,460**	**$721,811**	**$718,229**	**$664,883**	**$12,712,738**	**$0**	**$5,372,386**	**$12,511,771**
TOTAL SEWER FUND		**$799,411**	**$6,315,074**	**$1,310,888**	**$1,265,568**	**$1,269,508**	**$1,326,612**	**$1,193,883**			**$5,372,386**	**$24,094,985**

ADOPTED CAPITAL IMPROVEMENT PROGRAM (CIP) FUND
FY 12- FY 18

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
PARKING PROJECTS												
Carr Lot Replacement Parking (Parking Garage)	Bond/Private											$0
												$0
Parking Lot Resurface/Maintenance	CIP/Parking	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000				$70,000
Notes for Parking Lot Resurface												$0
Parking Lot Improvement Amenities												$0
TOTAL PARKING FUND		**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$10,000**	**$0**	**$0**	**$0**	**$70,000**
CEMETERY FUND PROJECTS	GF											
Roads including drainage (Director's numbers)	GF	$6,000	$8,000	$20,000	$20,000	$20,000	$20,000	$20,000				$114,000
Cemetery w/Roads CNA	GF	$0				$9,751		$716				$10,467
Chapel Work Plan CNA	GF		$10,000	$67,626			$6,704					$84,330
Restoration Monuments	GF	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000				$28,000
New Roof for Toolshed	GF											$0
New Developments/West End Development/Columbarium	GF	$0	$0									$0
Elm Street Cemetery	GF											$0
CEMETERY FUND TOTAL		**$10,000**	**$22,000**	**$91,626**	**$24,000**	**$33,751**	**$30,704**	**$24,716**	**$0**	**$0**	**$0**	**$236,797**
PARKS FUND PROJECTS	GF/Park Impact											$0
Tower Stairs	GF CIP						$1,000					$1,000
Hubbard Park Residence	GF CIP		$8,435		$7,277		$753	$2,209				$18,674
Outhouse Replacement move to operating	GF CIP	$1,000	$0									$1,000
Pond Dig out move to operating	GF CIP		$0	$4,500								$4,500
Match Grant move to operating	GF CIP	$2,000	$0	$2,000	$2,000	$2,000	$2,000	$2,000				$12,000
Entrance Gate&Signs	GF CIP	$500	$5,500	$5,800	$5,000							$16,800
Fitness Trail Restoration	Fed			$1,500	$1,000					$20,183		$22,683
PARKS FUND TOTAL		**$3,500**	**$13,935**	**$13,800**	**$15,277**	**$2,000**	**$3,753**	**$4,209**	**$0**	**$20,183**	**$0**	**$76,657**

Legend: PD Project Design, D Design, C Construction, IF Impact Fee, CR Capital Reserve, RFL (State Revolving Loan Fund), CIP Capital Improvement Fund

	Funding Source	FY12-CITY COST	FY13-CITY COST	FY14-CITY COST	FY15-CITY COST	FY16-CITY COST	FY17-CITY COST	FY18-CITY COST	BONDED AMOUNT	OTHER FUNDING: Outside, CDA, Fund Balance, E-VT, etc.	After FY18 - CITY COST	TOTAL PROJECT COST INCLUDING FINANCING COSTS, IF APPROPRIATE
SUMMARY BY FUND												
GENERAL FUND		$1,150,000	$1,677,915	$1,844,561	$2,080,393	$1,317,007	$1,632,668					$9,702,545
WATER FUND		$864,822	$1,567,953	$1,554,835	$1,545,791	$1,529,834	$1,540,992					$8,604,227
SEWER FUND		$799,411	$6,315,074	$1,310,888	$1,265,568	$1,269,508	$1,326,612					$12,287,060
PARKING FUND		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000					$60,000
CEMETERY FUND		$10,000	$22,000	$91,626	$24,000	$33,751	$30,704					$212,081
PARKS FUND		$3,500	$13,935	$13,800	$15,277	$2,000	$3,753					$52,265
TOTAL ALL FUNDS		$2,837,734	$9,606,876	$4,825,711	$4,941,029	$4,162,099	$4,544,729					$30,918,178

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting
City Council Chambers, City Hall
Wednesday, January 11, 2012
6:30 P.M.

1) Call to Order by the Mayor

2) 12-013. General Business and Appearances

3) 12-014. Consideration of the Consent Agenda.

a) Consideration of Minutes from December 14, 2011

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

1. Application for a Catering Permit from Hyzer Industries, Inc., d/b/a Three Penny Taproom for an event at Onion River Sports, Langdon Street, on February 10, 2012, 4 p.m. to 9 p.m.
2. Application for a Catering Permit from the Skinny Pancake, Inc., for a private birthday party at the chapel at VCFA, 36 College Street on January 21, 2012 from 6 p.m. to 10 p.m.
3. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on February 21, 2012 from 6 p.m. to 8 p.m.
4. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on March 13, 2012 from 6 p.m. to 8 p.m.

5. Application for a Catering Permit from the Skinny Pancake, Inc. for one of their “Green Drinks” events at the City Center, 89 Main Street, on April 10, 2012 from 6 p.m. to 8 p.m.
6. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their “Green Drinks” events at the City Center, 89 Main Street, on May 8, 2012.
7. Application for a Catering Permit from McGillicuddy’s Irish Pub for an event at the Vermont Grocer’s Association, 160 State Street, on January 18, 2012 from 4 p.m. to 9 p.m.
8. Application for a catering Permit from MCGillicuddy’s Irish Pub for an event at the Chapel/Wood Art Gallery, VCFA/Union Institute on January 24, 2012 from 5 p.m. to 10 p.m.

4) 12-015. Approval of three contracts with the State of Vermont for the Downtown District Heating Project.

5) 12-016. Consideration of application for a Vermont Downtown Board Grant for the Blanchard Block “park-let”.

a) Montpelier Alive Design Committee Chair Paul Carnahan described the project at last weeks meeting.

b) Grants for the downtown board must be approved by the City Council.

c) Descriptive materials were distributed last week.

d) Recommendation: Approve grant application.

6) 12-017. Conduct First Public Hearing on Proposed FY 13 Municipal Budget.

a) The City Manager presented a recommended budget on December 7th, 2011.

b) The Council conducted “budget workshops” as part of their meetings held on December 7th, December 14th, and December 21st, 2011; and January 4th, 2012.

c) The proposed budget requires less than a penny ($0.007) increase in the municipal tax rate and includes a bond for infrastructure improvements and equipment purchase.

d) Recommendation: Present budget to public; conduct public hearing; provide direction to staff as necessary.

7) 12-018. Conduct First Public Hearing on Warning for the March 6, 2012 Annual city Meeting.

a) A draft warning of ballot items for the Annual City Meeting is being prepared and will be available in advance of the meeting.

b) Recommendation: Conduct Public Hearing; provide direction to staff as necessary.

8) 12-019. Reports by City Council

9) 12-020. Mayor’s report

10) 12-021. Report by the City Clerk-Treasurer

11) 12-022. Status reports by the City Manager

12) 12-023. Agenda reports by the City Manager

13) *Adjournment*

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MONTPELIER, VERMONT

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MONTPELIER, VERMONT

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2. Application for a Catering Permit from the Skinny Pancake, Inc., for a private birthday party at the chapel at VCFA, 36 College Street on January 21, 2012 from 6 p.m. to 10 p.m.
3. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on February 21, 2012 from 6 p.m. to 8 p.m.
4. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on March 13, 2012 from 6 p.m. to 8 p.m.
5. Application for a Catering Permit from the Skinny Pancake, Inc. for one of their "Green Drinks" events at the City Center, 89 Main Street, on April 10, 2012 from 6 p.m. to 8 p.m.
6. Application for a Catering Permit from the Skinny Pancake, Inc., for one of their "Green Drinks" events at the City Center, 89 Main Street, on May 8, 2012.
7. Application for a Catering Permit from McGillicuddy's Irish Pub for an event at the Vermont Grocer's Association, 160 State Street, on January 18, 2012 from 4 p.m. to 9 p.m.
8. Application for a catering Permit from MCGillicuddy's Irish Pub for an event at the Chapel/Wood Art Gallery, VCFA/Union Institute on January 24, 2012 from 5 p.m. to 10 p.m.

4) 12-015. Approval of three contracts with the State of Vermont for the Downtown District Heating Project.

5) 12-016. Approval of Downtown Board Grant Application.

6) 12-017. Conduct First Public Hearing on Proposed FY 13 Municipal Budget.

a) The City Manager presented a recommended budget on December 7th, 2011.

b) The Council conducted "budget workshops" as part of their meetings held on December 7th, December 14th, and December 21st, 2011; and January 4th, 2012.

c) The proposed budget requires less than a penny ($0.007) increase in the municipal tax rate and includes a bond for infrastructure improvements and equipment purchase.

d) Recommendation: Present budget to public; conduct public hearing; provide direction to staff as necessary.

7) 12-018. Conduct First Public Hearing on Warning for the March 6, 2012
Annual city Meeting.

a) A draft warning of ballot items for the Annual City Meeting is being prepared and will be available in advance of the meeting.

b) Recommendation: Conduct Public Hearing; provide direction to staff as necessary.

8) 12-019. Reports by City Council

9) 12-020. Mayor’s report

10) 12-021. Report by the City Clerk-Treasurer

11) 12-022. Status reports by the City Manager

12) 12-023. Agenda reports by the City Manager

13) Adjournment

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
REVENUES						
10.20 PROPERTY TAX REVENUE						
10.2000.00.00.4 PROPERTY TAX GF	$6,520,363.00	$6,537,672.66	$6,759,570.17	$6,904,043.00	$144,472.83	102.14
10.2005.00.00.4 PROPERTY TAX LIBRARY	$293,975.00	$293,975.00	$293,975.00	$293,975.00	$0.00	100.00
10.2006.00.00.4 PROPERTY TAX AGENCIES OUT	$30,500.00	$30,500.00	$50,000.00	$0.00	($50,000.00)	0.00
10.2008.00.00.4 HOUSING TRUST	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2009.00.00.4 PROPERTY TAX SENIOR CENTER	$125,707.00	$125,707.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.20 PROPERTY TAX REVENUE	**$6,970,545.00**	**$6,987,854.66**	**$7,103,545.17**	**$7,198,018.00**	**$94,472.83**	**101.33**
10.21 STATE/LOCAL PILOT						
10.2100.00.00.4 STATE PILOT	$589,020.00	$746,233.00	$733,716.00	$780,912.00	$47,196.00	106.43
10.2100.00.01.4 LOCAL PILOT	$22,000.00	$17,247.90	$24,000.00	$20,000.00	($4,000.00)	83.33
10.2100.00.02.4 CURRENT USE	$8,600.00	$10,630.00	$9,000.00	$14,000.00	$5,000.00	155.56
10.2101.00.00.4 PENALTY DELINQUENT TAXES	$52,000.00	$58,198.08	$56,000.00	$58,000.00	$2,000.00	103.57
10.2102.00.00.4 INTEREST DELINQUENT TAXES	$20,000.00	$20,440.31	$20,000.00	$20,000.00	$0.00	100.00
10.2103.00.00.4 STATE ADMIN ALLOWANCE	$20,000.00	$22,410.62	$20,000.00	$22,000.00	$2,000.00	110.00
TOTAL 10.21 STATE/LOCAL PILOT	**$711,620.00**	**$875,159.91**	**$862,716.00**	**$914,912.00**	**$52,196.00**	**106.05**
10.22 PERMITS AND LICENSE REV						
10.2201.00.00.4 BUSINESS PERMITS/LICENSES	$10,500.00	$9,661.50	$14,000.00	$10,000.00	($4,000.00)	71.43
10.2202.00.00.4 DOG LICENSES	$3,000.00	$2,596.25	$2,700.00	$2,600.00	($100.00)	96.30
10.2203.00.00.4 BUILDING PERMITS/CODE SVC	$70,000.00	$65,614.92	$70,000.00	$70,000.00	$0.00	100.00
10.2205.00.00.4 IMPACT FEES - PARK	$0.00	$8,500.00	$0.00	$0.00	$0.00	100.00
10.2206.00.00.4 INSPECTION FEES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.22 PERMITS AND LICENSE REV	**$83,500.00**	**$86,372.67**	**$86,700.00**	**$82,600.00**	**($4,100.00)**	**95.27**
10.23 INTERGOVERNMENTAL REV						
10.2301.00.00.4 GRANTS-POLICE HOMELAND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2301.00.01.4 GRANTS-POLICE FEDERAL	$0.00	$7,353.50	$0.00	$0.00	$0.00	100.00
10.2301.00.02.4 FEDERAL COPS GRANT	$69,857.00	$29,874.55	$69,857.00	$23,284.00	($46,573.00)	33.33
10.2302.00.00.4 FEDERAL EMERGENCY MGT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2303.00.00.4 STATE HIGHWAY AID	$195,022.00	$209,631.36	$194,054.00	$209,631.00	$15,577.00	108.03
10.2304.00.00.4 STATE STATUTORY PAYMENT	$184,000.00	$184,000.00	$184,000.00	$184,000.00	$0.00	100.00
10.2305.00.00.4 CAPITAL FIRE MUTUAL AID	$144,693.00	$144,693.00	$151,205.00	$159,521.00	$8,316.00	105.50
10.2310.00.00.4 ACT 60 REAPPRAISAL-STATE	$28,500.00	$28,694.08	$25,000.00	$25,000.00	$0.00	100.00
10.2313.00.00.4 SCHOOLS-RESOURCE OFFICER	$42,078.00	$41,285.00	$43,719.00	$44,580.00	$861.00	101.97
10.2314.00.00.4 STATE GRANTS COM JUSTICE CTR	$82,500.00	$82,500.00	$82,500.00	$106,500.00	$24,000.00	129.09
10.2314.00.03.4 FED GRANTS COM JUSTICE CTR	$0.00	$6,000.00	$0.00	$0.00	$0.00	100.00
10.2315.00.00.4 FED/ST GRANTS- FIRE/EMERG	$0.00	$71,929.94	$0.00	$0.00	$0.00	100.00

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.2316.00.00.4 PLANNING GRANT REVENUE	$0.00	$10,500.00	$0.00	$0.00	$0.00	100.00
10.2316.00.03.4 ST AHS GRANT CJC COSA	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2316.00.04.4 ST GRANT CJC RE-ENTRY PRG	$0.00	$104,805.21	$113,480.00	$106,099.00	($7,381.00)	93.50
10.2318.00.00.4 STATE GRANTS - PLANNING	$0.00	$3,447.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.23 INTERGOVERNMENTAL REV	**$746,650.00**	**$924,713.64**	**$863,815.00**	**$858,615.00**	**($5,200.00)**	**99.40**
10.24 FEES & CHARGES FOR SERVICES						
10.2401.00.00.4 RECORDING DOCUMENTS	$75,000.00	$67,722.00	$70,000.00	$70,000.00	$0.00	100.00
10.2402.00.00.4 CLERK/TREASURER DEPT FEES	$15,500.00	$13,702.72	$15,500.00	$15,500.00	$0.00	100.00
10.2404.00.00.4 RECORDS RESTORATION FEE	$0.00	$7,513.00	$0.00	$0.00	$0.00	100.00
10.2406.00.00.4 PLANNING DEPARTMENT FEES	$15,000.00	$11,603.80	$15,000.00	$15,000.00	$0.00	100.00
10.2409.00.00.4 SALE OF GIS MATERIALS	$250.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2411.00.00.4 PHOTOCOPIER MACHINE	$500.00	$261.08	$500.00	$250.00	($250.00)	50.00
10.2413.00.00.4 AMBULANCE CALL CHARGES	$325,000.00	$374,262.99	$335,000.00	$373,500.00	$38,500.00	111.49
10.2415.00.00.4 AMBULANCE CONTRACTS	$84,766.00	$84,775.00	$89,861.00	$92,557.00	$2,696.00	103.00
10.2416.00.00.4 POLICE - STATE	$8,600.00	$12,713.90	$8,600.00	$10,000.00	$1,400.00	116.28
10.2417.00.00.4 OUTSIDE PAY POLICE & FIRE	$8,000.00	$4,695.13	$8,000.00	$8,000.00	$0.00	100.00
10.2417.00.02.4 OUTSIDE PAY POL-HOMELAND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2417.00.03.4 OUTSIDE PAY FIRE-HOMELAND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2418.00.00.4 FIRE DEPT - MISC FEES	$200.00	$35.00	$200.00	$0.00	($200.00)	0.00
10.2419.00.00.4 POLICE DEPT - MISC FEES	$7,300.00	$7,717.75	$8,000.00	$8,000.00	$0.00	100.00
10.2420.00.00.4 STUMP DUMP	$1,500.00	$1,534.50	$1,500.00	$3,000.00	$1,500.00	200.00
10.2420.10.00.4 TREE STUMPAGE REVENUE	$0.00	$1,435.00	$0.00	$0.00	$0.00	100.00
10.2421.00.00.4 PUBLIC WORKS DEPT FEES	$10,000.00	$15,040.52	$10,000.00	$15,000.00	$5,000.00	150.00
10.2422.00.00.4 CPR COURSE FEES	$4,000.00	$885.00	$4,000.00	$1,000.00	($3,000.00)	25.00
10.2423.00.01.4 TREE MGMT WOOD SALES	$3,000.00	$0.00	$3,000.00	$3,000.00	$0.00	100.00
10.2424.00.00.4 SUPPORT SERVICES-MDCA	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	100.00
10.2425.00.00.4 COM JUSTICE CTR FEES	$1,500.00	$4,250.00	$1,500.00	$1,500.00	$0.00	100.00
10.2425.00.01.4 CJC CONTRACT SVC RE-ENTRY	$22,301.00	$0.00	$2,000.00	$2,000.00	$0.00	100.00
10.2425.00.02.4 COM JUSTICE REIMB OF EXP	$0.00	$112.59	$0.00	$0.00	$0.00	100.00
10.2425.00.03.4 CJC DONATIONS	$0.00	$500.00	$0.00	$0.00	$0.00	100.00
10.2425.00.04.4 RE-ENTRY PROGRAM REIMB	$0.00	$50.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.24 FEES & CHARGES FOR SERVICE	**$584,417.00**	**$610,809.98**	**$574,661.00**	**$620,307.00**	**$45,646.00**	**107.94**
10.25 RENTS & COMMISSIONS/UTILITY FEES						
10.2502.00.00.4 MEMORIAL ROOM RENTAL	$600.00	$875.00	$600.00	$600.00	$0.00	100.00
10.2504.00.00.4 58 BARRE ST RENT	$52,500.00	$27,500.00	$27,500.00	$0.00	($27,500.00)	0.00
TOTAL 10.25 RENTS & COMMISSIONS/UTILITY	**$53,100.00**	**$28,375.00**	**$28,100.00**	**$600.00**	**($27,500.00)**	**2.14**
10.260 FINES & FORFEITURES						

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.2601.00.00.4 POLICE FINES & FORFEITURE	$36,000.00	$32,798.10	$26,000.00	$30,000.00	$4,000.00	115.38
10.2602.00.00.4 DRUG SEIZURE-FOR RESERVE	$0.00	$4,700.51	$0.00	$5,000.00	$5,000.00	100.00
10.2605.00.00.4 BUILDING/ZONING FINES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.260 FINES & FORFEITURES	**$36,000.00**	**$37,498.61**	**$26,000.00**	**$35,000.00**	**$9,000.00**	**134.62**
10.261 EQUIPMENT/LAND REVENUE						
10.2610.00.00.4 WATER FUND EQUIPMENT XFER	$103,008.00	$103,008.00	$88,657.00	$96,340.00	$7,683.00	108.67
10.2611.00.00.4 SEWER FUND EQUIPMENT XFER	$136,545.00	$136,545.00	$123,988.00	$132,180.00	$8,192.00	106.61
10.2612.00.00.4 PARKING FUND EQUIP XFER	$12,603.00	$12,603.00	$12,603.00	$12,603.00	$0.00	100.00
10.2613.00.00.4 FUEL SALES	$56,375.00	$88,688.90	$62,500.00	$82,500.00	$20,000.00	132.00
10.2614.00.00.4 SALE OF EQUIPMENT	$0.00	$500.00	$0.00	$0.00	$0.00	100.00
10.2614.00.10.4 PROCEEDS LEASE/NOTES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2614.00.11.4 SALE OF LAND	$0.00	$13,000.00	$0.00	$0.00	$0.00	100.00
10.2615.00.00.4 RENTAL OF EQUIPMENT	$16,000.00	$2,362.50	$16,000.00	$3,000.00	($13,000.00)	18.75
10.2616.00.00.4 MISC. REVENUE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2617.00.00.4 MISC REIMB (FLEET REPAIR)	$16,500.00	$16,687.61	$12,000.00	$16,500.00	$4,500.00	137.50
10.2618.00.00.4 VACTOR USE FEE SEWER FUND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2619.00.00.4 USE OF EQUIPMENT FUND RES	$10,200.00	$0.00	$47,000.00	$0.00	($47,000.00)	0.00
TOTAL 10.261 EQUIPMENT/LAND REVENUE	**$351,231.00**	**$373,395.01**	**$362,748.00**	**$343,123.00**	**($19,625.00)**	**94.59**
10.27 INTEREST/INVESTMENT REVENUE						
10.2700.00.00.4 INTEREST INCOME	$50,000.00	$42,666.05	$58,000.00	$38,230.00	($19,770.00)	65.91
10.2715.00.00.4 PENSION DIVIDENDS & DISTR	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.27 INTEREST/INVESTMENT REVEN	**$50,000.00**	**$42,666.05**	**$58,000.00**	**$38,230.00**	**($19,770.00)**	**65.91**
10.28 MISC REVENUE						
10.2801.00.00.4 MISCELLANEOUS REVENUE	$2,500.00	$846.18	$2,500.00	$2,500.00	$0.00	100.00
10.2802.00.00.4 MISCELLANEOUS REIMB	$4,000.00	$1,815.77	$4,000.00	$4,000.00	$0.00	100.00
10.2802.00.01.4 INS. REIMB - OTHER DEPTS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2802.00.02.4 INS. REIMB - DPW	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2802.00.03.4 INS. REIMB - POLICE	$0.00	$2,658.81	$0.00	$0.00	$0.00	100.00
10.2802.00.04.4 INS. REIMB. - FIRE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2802.00.05.4 INS.REIM - FLOOD MAY 2011	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2803.00.00.4 POLICE CANINE -OTHER REVENUES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2804.00.00.4 DONATIONS - FIRE/AMBULANCE RSV	$0.00	$15.00	$0.00	$0.00	$0.00	100.00
10.2804.00.01.4 DONATIONS- POLICE K-9	$0.00	$2,892.89	$0.00	$2,000.00	$2,000.00	100.00
10.2806.00.00.4 GRNT DRAWDWNS -TREE BOARD	$0.00	$589.00	$0.00	$0.00	$0.00	100.00
10.2807.00.00.4 W.C./S.T.D. WAGE REIMBURS	$0.00	$26,154.79	$5,000.00	$5,000.00	$0.00	100.00
10.2807.00.01.4 WC /STD REIMB - DPW	$0.00	$1,890.55	$5,000.00	$5,000.00	$0.00	100.00
10.2807.00.02.4 WC /STD REIMB - POLICE	$0.00	$5,062.99	$0.00	$0.00	$0.00	100.00

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.2807.00.03.4 WC / STD REIMB FIRE	$0.00	$11,599.15	$0.00	$0.00	$0.00	100.00
10.2809.00.00.4 TREE BOARD DONATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2811.00.00.4 ENERGY SAVINGS INCENTIVE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2813.00.00.4 RESERVE FIRE REVENUE	$0.00	$5,982.68	$0.00	$0.00	$0.00	100.00
10.2814.00.00.4 PROCEEDS FROM L.T. DEBT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2816.00.00.4 CONNOR-INTEREST ON NOTE	$5,032.00	$4,702.53	$4,233.00	$3,412.00	($821.00)	80.60
10.2817.00.00.4 USE OF CONNOR RESERVE	$29,635.00	$0.00	$30,434.00	$31,254.00	$820.00	102.69
10.2820.00.00.4 EMPLOYEE WELLNESS (RESERV	$0.00	$8,381.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.28 MISC REVENUE	**$41,167.00**	**$72,591.34**	**$51,167.00**	**$53,166.00**	**$1,999.00**	**103.91**
10.29 OPERATING TRANSFERS						
10.2901.00.00.4 ADMIN TRANSFER - WATER	$263,164.00	$263,164.00	$256,728.00	$260,520.00	$3,792.00	101.48
10.2902.00.00.4 ADMIN TRANSFER SEWER	$362,168.00	$362,168.00	$363,478.00	$360,540.00	($2,938.00)	99.19
10.2903.00.00.4 ADMIN TRANSFER - PARKING	$39,027.00	$39,027.00	$42,557.00	$46,722.00	$4,165.00	109.79
10.2904.00.00.4 XFER FROM PARKS-TREE WARD	$3,000.00	$3,000.00	$3,000.00	$0.00	($3,000.00)	0.00
10.2905.00.00.4 XFER FROM SENIOR CENTER	$14,400.00	$14,400.00	$16,889.00	$0.00	($16,889.00)	0.00
10.2907.00.00.4 XFER FROM FIRE RESERVE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2909.00.00.4 TRANSFER FROM CDA	$30,000.00	$12,034.00	$30,000.00	$30,000.00	$0.00	100.00
10.2909.00.01.4 REACH GRANT ADMIN	$7,500.00	$0.00	$25,000.00	$8,000.00	($17,000.00)	32.00
10.2909.00.02.4 XFER FROM REACH	$0.00	$39,633.02	$0.00	$0.00	$0.00	100.00
10.2909.00.03.4 XFER FROM DISTRICT ENERGY	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2913.00.00.4 XFER FROM WELLNESS RESERV	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$0.00	100.00
10.2914.00.00.4 USE OF RECORDS RESERVE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2916.00.00.4 USE OF GEN FUND BALANCE	$24,400.00	$24,400.00	$102,275.00	$74,500.00	($27,775.00)	72.84
10.2920.00.00.4 BOND PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.2930.00.00.4 LEASE/PURCHASE PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.29 OPERATING TRANSFERS	**$748,659.00**	**$762,826.02**	**$844,927.00**	**$785,282.00**	**($59,645.00)**	**92.94**
TOTAL GENERAL FUND REVENUES	**$10,376,889.00**	**$10,802,262.89**	**$10,862,379.17**	**$10,929,853.00**	**$67,473.83**	**100.62**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
EXPENDITURES						
10.3000 CITY COUNCIL						
10.3000.10.00.5 CITY COUNCIL SALARY & WAGES	$8,700.00	$8,699.76	$10,200.00	$10,200.00	$0.00	100.00
10.3000.15.02.5 CITY COUNCIL FICA/MEDICARE	$666.00	$665.88	$780.00	$744.00	($36.00)	95.38
10.3000.15.03.5 CITY COUNCIL HEALTH INS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3000.20.00.5 CITY COUNCIL OFFICE SUPPLIES	$625.00	$462.09	$1,070.00	$1,177.00	$107.00	110.00
10.3000.20.01.5 CITY COUNCIL POSTAGE	$1,350.00	$126.28	$1,625.00	$1,250.00	($375.00)	76.92
10.3000.30.00.5 CITY COUNCIL ADVERTISING	$5,160.00	$5,715.55	$5,160.00	$5,800.00	$640.00	112.40
10.3000.34.00.5 CITY COUNCIL COMMUNICATIONS	$0.00	$0.00	$0.00	$1,800.00	$1,800.00	100.00
10.3000.40.00.5 CITY COUNCIL DUES/SUBS/MTGS	$2,330.00	$554.55	$1,165.00	$980.00	($185.00)	84.12
10.3000.56.00.5 CITY COUNCIL OTR PUR SRVC	$770.00	$3,868.87	$770.00	$1,635.00	$865.00	212.34
10.3000.62.00.5 CITY COUNCIL PRINT & BINDING	$7,951.00	$6,960.00	$7,951.00	$8,205.00	$254.00	103.19
10.3000.74.00.5 CITY COUNCIL TRAVEL/TRANS	$50.00	$0.00	$50.00	$50.00	$0.00	100.00
10.3000.79.00.5 CITY COUNCIL MISC	$950.00	$7,130.59	$950.00	$1,350.00	$400.00	142.11
10.3000.83.00.5 CITY COUNCIL MACH & EQUIP	$150.00	$519.70	$150.00	$200.00	$50.00	133.33
TOTAL 10.3000 CITY COUNCIL	**$28,702.00**	**$34,703.27**	**$29,871.00**	**$33,391.00**	**$3,520.00**	**111.78**
10.3210 CITY MANAGER						
10.3210.10.00.5 CITY MGR SALARY & WAGES	$176,642.00	$180,309.15	$181,208.00	$190,856.00	$9,648.00	105.32
10.3210.11.00.5 CITY MGR OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3210.15.01.5 CITY MGR DENTAL INS	$1,156.00	$1,004.40	$1,156.00	$1,219.00	$63.00	105.45
10.3210.15.02.5 CITY MGR FICA/MEDICARE	$12,895.00	$12,901.70	$12,929.00	$13,921.00	$992.00	107.67
10.3210.15.03.5 CITY MGR HEALTH INS	$21,954.00	$24,868.03	$25,004.00	$26,368.00	$1,364.00	105.46
10.3210.15.04.5 CITY MGR IRS SECTION 125	$310.00	$260.24	$593.56	$567.00	($26.56)	95.53
10.3210.15.05.5 CITY MGR LT CARE INS	$134.00	$357.85	$134.00	$0.00	($134.00)	0.00
10.3210.15.07.5 CITY MGR CITY RETIREMENT	$10,599.00	$11,719.71	$11,512.00	$11,958.00	$446.00	103.87
10.3210.15.08.5 CITY MGR LIFE, STD, LTD INS	$1,839.00	$1,830.74	$1,907.57	$2,992.00	$1,084.43	156.85
10.3210.15.09.5 CITY MGR UNEMPLOYMENT INS	$313.00	$543.66	$642.00	$971.00	$329.00	151.25
10.3210.15.10.5 CITY MGR WORKERS' COMP	$551.00	$519.98	$487.00	$768.00	$281.00	157.70
10.3210.15.12.5 CITY MGR PARKING FEE	$1,560.00	$1,560.00	$1,560.00	$0.00	($1,560.00)	0.00
10.3210.15.13.5 CITY MGR DEF COMP 401(A)	$2,021.00	$2,713.90	$2,021.00	$5,000.00	$2,979.00	247.40
10.3210.20.00.5 CITY MGR OFFICE SUPPLIES	$805.00	$916.89	$805.00	$1,067.00	$262.00	132.55
10.3210.20.01.5 CITY MGR POSTAGE	$500.00	$480.29	$500.00	$500.00	$0.00	100.00
10.3210.30.00.5 CITY MGR ADVERTISING	$8,405.00	$9,422.70	$9,405.00	$9,464.00	$59.00	100.63
10.3210.34.00.5 CITY MGR COMMUNICATIONS	$0.00	$242.21	$0.00	$0.00	$0.00	100.00
10.3210.34.03.5 CITY MGR TELE CELL & PAGER	$1,900.00	$2,130.88	$2,025.00	$2,100.00	$75.00	103.70
10.3210.40.00.5 CITY MGR DUES/SUBS/MTGS	$5,175.00	$11,845.56	$5,175.00	$5,945.00	$770.00	114.88
10.3210.48.00.5 CITY MGR PROPERTY & LIAB INS	$3,460.00	$3,209.08	$3,505.00	$6,295.00	$2,790.00	179.60
10.3210.56.00.5 CITY MGR OTR PUR SRVC	$0.00	$250.62	$0.00	$0.00	$0.00	100.00

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3210.58.00.5 CITY MGR VIDEO ARCHIVE SYS	$0.00	$0.00	$6,252.00	$6,000.00	($252.00)	95.97
10.3210.61.00.5 CITY MGR LEGAL SERVICES	$40,000.00	$63,414.97	$40,000.00	$40,000.00	$0.00	100.00
10.3210.62.00.5 CITY MGR PRINT & BINDING	$100.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3210.66.00.5 CITY MGR OTHER RENTALS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3210.68.00.5 CITY MGR EQUIP REPAIR & MNT	$200.00	$4.39	$0.00	$200.00	$200.00	100.00
10.3210.70.00.5 CITY MGR COPIER	$345.00	$291.56	$405.00	$712.00	$307.00	175.80
10.3210.70.01.5 CITY MGR COPIER PAPER	$92.00	$125.81	$90.00	$0.00	($90.00)	0.00
10.3210.74.00.5 CITY MGR TRAVEL/TRANS	$1,500.00	$594.45	$900.00	$900.00	$0.00	100.00
10.3210.74.01.5 CITY MGR TRANS-FUEL	$175.00	$0.00	$0.00	$150.00	$150.00	100.00
10.3210.75.00.5 CITY MGR CAR LEASE/STIPEND	$2,500.00	$0.00	$2,800.00	$0.00	($2,800.00)	0.00
10.3210.79.00.5 CITY MGR MISC	$800.00	$562.57	$325.00	$475.00	$150.00	146.15
10.3210.83.00.5 CITY MGR MACH & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3210.95.01.5 CITY MGR PENSION INT EXP	$5,363.00	$5,362.90	$5,363.00	$5,363.00	$0.00	100.00
TOTAL 10.3210 CITY MANAGER	**$301,294.00**	**$337,444.24**	**$316,704.13**	**$333,791.00**	**$17,086.87**	**105.40**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3400 CITY CLERK						
10.3400.10.00.5 CLERK SALARY & WAGES	$131,664.00	$133,243.99	$133,763.00	$101,020.00	($32,743.00)	75.52
10.3400.11.00.5 CLERK OVERTIME	$1,000.00	$0.00	$1,000.00	$1,000.00	$0.00	100.00
10.3400.15.01.5 CLERK DENTAL INS	$1,203.00	$1,152.88	$1,203.00	$899.00	($304.00)	74.73
10.3400.15.02.5 CLERK FICA/MEDICARE	$9,611.00	$9,178.52	$9,715.00	$7,448.00	($2,267.00)	76.66
10.3400.15.03.5 CLERK HEALTH INS	$22,833.00	$24,219.13	$26,004.00	$19,710.00	($6,294.00)	75.80
10.3400.15.04.5 CLERK IRS SECTION 125	$322.00	$270.65	$617.30	$315.00	($302.30)	51.03
10.3400.15.05.5 CLERK LT CARE INS	$139.00	$201.50	$139.00	$0.00	($139.00)	0.00
10.3400.15.07.5 CLERK CITY RETIREMENT	$7,900.00	$6,573.89	$8,650.00	$6,376.00	($2,274.00)	73.71
10.3400.15.08.5 CLERK LIFE, STD, LTD INS	$1,912.00	$1,903.97	$1,983.87	$1,662.00	($321.87)	83.78
10.3400.15.09.5 CLERK UNEMPLOYMENT INS	$325.00	$565.42	$668.00	$540.00	($128.00)	80.84
10.3400.15.10.5 CLERK WORKERS' COMP	$413.00	$388.10	$365.00	$313.00	($52.00)	85.75
10.3400.15.12.5 CLERK PARKING FEE	$2,400.00	$2,160.00	$2,160.00	$0.00	($2,160.00)	0.00
10.3400.20.00.5 CLERK OFFICE SUPPLIES	$8,000.00	$8,917.88	$8,000.00	$9,000.00	$1,000.00	112.50
10.3400.20.01.5 CLERK POSTAGE	$7,000.00	$5,563.41	$6,000.00	$7,000.00	$1,000.00	116.67
10.3400.23.00.5 CLERK SMALL TOOLS&EQP	$1,000.00	$0.00	$2,000.00	$1,000.00	($1,000.00)	50.00
10.3400.30.00.5 CLERK ADVERTISING	$3,500.00	$2,002.70	$3,500.00	$3,500.00	$0.00	100.00
10.3400.40.00.5 CLERK DUES/SUBS/MTGS	$700.00	$308.02	$325.00	$700.00	$375.00	215.38
10.3400.48.00.5 CLERK PROP & LIAB INS	$3,599.00	$3,340.56	$3,645.00	$3,497.00	($148.00)	95.94
10.3400.51.00.5 CLERK REC RESTORATION	$0.00	$15,233.00	$0.00	$0.00	$0.00	100.00
10.3400.60.00.5 CLERK PROF SVCS	$17,000.00	$17,068.26	$17,000.00	$17,000.00	$0.00	100.00
10.3400.68.00.5 CLERK EQUIP REP&MAINT	$17.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3400.70.00.5 CLERK COPIER	$358.00	$303.27	$425.00	$395.00	($30.00)	92.94
10.3400.70.01.5 CLERK COPIER PAPER	$96.00	$130.85	$95.00	$0.00	($95.00)	0.00
10.3400.74.00.5 CLERK TRAVEL/TRANSP	$300.00	$0.00	$300.00	$300.00	$0.00	100.00
10.3400.83.00.5 CLERK MACH AND EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3400.95.01.5 CLERK PENSION INT EXP	$5,577.00	$5,577.42	$5,577.00	$5,577.00	$0.00	100.00
TOTAL 10.3400 CITY CLERK	**$226,869.00**	**$238,303.42**	**$233,135.17**	**$187,252.00**	**($45,883.17)**	**80.32**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3420 FINANCE						
10.3420.10.00.5 FINANCE SALARIES & WAGES	$135,907.00	$200,505.90	$203,707.00	$287,615.00	$83,908.00	141.19
10.3420.11.00.5 FINANCE OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3420.15.01.5 FINANCE DENTAL INSURANCE	$1,203.00	$1,456.71	$1,595.68	$2,249.00	$653.32	140.94
10.3420.15.02.5 FINANCE FICA/MEDICARE	$9,921.00	$14,469.23	$14,539.00	$20,996.00	$6,457.00	144.41
10.3420.15.03.5 FINANCE HEALTH INSURANCE	$22,833.00	$20,605.32	$32,225.00	$49,275.00	$17,050.00	152.91
10.3420.15.04.5 FINANCE IRS SECTION 125	$322.00	$276.59	$854.73	$787.00	($67.73)	92.08
10.3420.15.05.5 FINANCE LONG TERM CARE INS	$139.00	$299.52	$214.00	$0.00	($214.00)	0.00
10.3420.15.07.5 FINANCE CITY RETIREMENT	$8,154.00	$11,679.91	$12,945.00	$17,976.00	$5,031.00	138.86
10.3420.15.08.5 FINANCE LIFE, STD, LTD INS	$1,912.00	$1,903.97	$2,746.90	$4,156.00	$1,409.10	151.30
10.3420.15.09.5 FINANCE UNEMPLOYMENT INS	$325.00	$454.52	$926.00	$1,349.00	$423.00	145.68
10.3420.15.10.5 FINANCE WORKERS' COMP	$424.00	$399.40	$548.00	$884.00	$336.00	161.31
10.3420.15.12.5 FINANCE PARKING FEE	$1,560.00	$1,800.00	$2,160.00	$0.00	($2,160.00)	0.00
10.3420.20.00.5 FINANCE OFFICE SUPPLIES	$5,500.00	$3,604.05	$5,000.00	$5,000.00	$0.00	100.00
10.3420.20.01.5 FINANCE POSTAGE	$3,000.00	$2,046.58	$3,000.00	$2,500.00	($500.00)	83.33
10.3420.30.00.5 FINANCE ADVERTISING	$0.00	$282.65	$0.00	$500.00	$500.00	100.00
10.3420.34.00.5 FINANCE COMMUNICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3420.40.00.5 FINANCE DUES/SUBS/MTGS	$750.00	$254.50	$0.00	$250.00	$250.00	100.00
10.3420.41.00.5 FINANCE PROF DEV/TRAINING	$750.00	$405.00	$500.00	$750.00	$250.00	150.00
10.3420.48.00.5 FINANCE PROPERTY & LIAB INS	$3,599.00	$3,340.56	$5,047.00	$8,743.00	$3,696.00	173.23
10.3420.56.00.5 FINANCE OTH PUR SRVS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3420.60.00.5 FINANCE PROF SVCS AUDIT/FS	$30,900.00	$36,480.00	$31,300.00	$37,700.00	$6,400.00	120.45
10.3420.60.01.5 FINANCE ACCNTING SFTWRE	$8,740.00	$11,305.50	$13,000.00	$13,000.00	$0.00	100.00
10.3420.60.02.5 FINANCE PROF SVCS ACCOUNT	$58,620.00	$22,990.32	$2,000.00	$2,000.00	$0.00	100.00
10.3420.68.00.5 FINANCE EQUIP REPAIR & MAINT	$600.00	$489.00	$600.00	$600.00	$0.00	100.00
10.3420.70.00.5 FINANCE COPIER	$358.00	$303.27	$585.00	$989.00	$404.00	169.06
10.3420.70.01.5 FINANCE COPIER PAPER	$96.00	$130.85	$130.00	$0.00	($130.00)	0.00
10.3420.74.00.5 FINANCE TRAVEL/TRANSP	$300.00	$168.67	$300.00	$750.00	$450.00	250.00
10.3420.79.00.5 FINANCE MISC	$0.00	($172.41)	$0.00	$0.00	$0.00	100.00
10.3420.83.00.5 FINANCE MACH & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3420.95.01.5 FINANCE PENSION INT EXP	$5,577.00	$5,577.42	$5,577.00	$5,577.00	$0.00	100.00
TOTAL 10.3420 FINANCE	**$301,490.00**	**$341,057.03**	**$339,500.31**	**$463,646.00**	**$124,145.69**	**136.57**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3423 TECHNOLOGY SERVICES						
10.3423.10.00.5 TECHNOLOGY SALARIES & WAGES	$86,856.00	$89,725.12	$95,812.00	$100,408.00	$4,596.00	104.80
10.3423.11.00.5 TECHNOLOGY OVERTIME	$785.00	$0.00	$830.00	$830.00	$0.00	100.00
10.3423.15.01.5 TECHNOLOGY DENTAL INS	$925.00	$803.52	$925.00	$899.00	($26.00)	97.19
10.3423.15.02.5 TECHNOLOGY FICA/MEDICARE	$6,398.00	$6,391.96	$6,800.00	$7,390.00	$590.00	108.68
10.3423.15.03.5 TECHNOLOGY HEALTH INS	$17,564.00	$18,482.81	$20,003.13	$19,710.00	($293.13)	98.53
10.3423.15.04.5 TECHNOLOGY IRS SECTION 125	$248.00	$208.19	$474.85	$314.00	($160.85)	66.13
10.3423.15.05.5 TECHNOLOGY LT CARE INS	$107.00	$219.18	$107.00	$0.00	($107.00)	0.00
10.3423.15.07.5 TECHNOLOGY CITY RETIREMENT	$5,258.00	$5,274.23	$6,055.00	$6,327.00	$272.00	104.49
10.3423.15.08.5 TECHNOLOGY LIFE,STD,LTD INS	$1,472.00	$1,464.60	$1,526.06	$1,662.00	$135.94	108.91
10.3423.15.09.5 TECHNOLOGY UNEMPLOYMENT INS	$250.00	$434.95	$514.00	$539.00	$25.00	104.86
10.3423.15.10.5 TECHNOLOGY WORKERS' COMP	$273.00	$256.22	$255.00	$312.00	$57.00	122.35
10.3423.15.12.5 TECHNOLOGY PARKING FEE	$1,200.00	$1,200.00	$600.00	$0.00	($600.00)	0.00
10.3423.20.00.5 TECHNOLOGY OFFICE SUPPLIES	$500.00	$500.00	$500.00	$500.00	$0.00	100.00
10.3423.20.01.5 TECHNOLOGY POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3423.23.00.5 TECHNOLOGY SMALL TOOLS&EQUIF	$3,300.00	$3,454.76	$3,300.00	$3,300.00	$0.00	100.00
10.3423.30.00.5 TECHNOLOGY ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3423.34.00.5 TECHNOLOGY TELE BASIC SERVICE	$9,804.00	$13,662.82	$9,804.45	$10,226.00	$421.55	104.30
10.3423.34.01.5 TECHNOLOGY TELE LONG DIST	$2,105.00	$2,224.90	$2,105.36	$2,106.00	$0.64	100.03
10.3423.34.02.5 TECHNOLOGY INTERNET WAN SVC	$16,477.00	$11,906.62	$16,477.00	$17,742.00	$1,265.00	107.68
10.3423.34.03.5 TECHNOLOGY TELE CELL & PAGER	$1,356.00	$1,626.23	$1,356.00	$1,500.00	$144.00	110.62
10.3423.40.00.5 TECHNOLOGY DUES/SUBS/MTGS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3423.48.00.5 TECHNOLOGY PROPERTY&LIAB INS	$2,768.00	$2,569.66	$2,804.00	$3,497.00	$693.00	124.71
10.3423.56.00.5 TECHNOLOGY OTR PUR SRVC	$12,600.00	$11,483.30	$12,600.00	$15,780.00	$3,180.00	125.24
10.3423.60.00.5 TECHNOLOGY PROFESSIONAL SVC	$14,850.00	$14,374.53	$15,500.00	$16,700.00	$1,200.00	107.74
10.3423.65.00.5 TECHNOLOGY RENTAL OF EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3423.68.00.5 TECHNOLOGY EQUIP REP & MAINT	$5,250.00	$6,120.39	$6,650.00	$6,650.00	$0.00	100.00
10.3423.70.00.5 TECHNOLOGY COPIER	$276.00	$233.26	$325.00	$396.00	$71.00	121.85
10.3423.70.01.5 TECHNOLOGY COPIER PAPER	$74.00	$100.64	$70.00	$0.00	($70.00)	0.00
10.3423.74.00.5 TECHNOLOGY TRAVEL/TRANS	$200.00	$0.00	$200.00	$200.00	$0.00	100.00
10.3423.88.01.5 TECHNOLOGY COMPUTER RESVE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3423.95.01.5 TECHNOLOGY PENSION INTEXP	$4,290.00	$4,290.32	$4,290.00	$4,290.00	$0.00	100.00
TOTAL 10.3423 TECHNOLOGY SERVICES	**$195,186.00**	**$197,008.21**	**$209,883.85**	**$221,278.00**	**$11,394.15**	**105.43**

City of Montpelier
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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3430 PROPERTY ASSESSOR						
10.3430.10.00.5 ASSESSOR SALARIES & WAGES	$47,042.00	$49,398.96	$50,028.00	$51,005.00	$977.00	101.95
10.3430.11.00.5 ASSESSOR OVERTIME	$845.00	$0.00	$845.00	$900.00	$55.00	106.51
10.3430.15.01.5 ASSESSOR DENTAL INS	$463.00	$401.76	$463.00	$450.00	($13.00)	97.19
10.3430.15.02.5 ASSESSOR FICA/MEDICARE	$3,496.00	$3,656.79	$3,509.00	$3,789.00	$280.00	107.98
10.3430.15.03.5 ASSESSOR HEALTH INS	$8,782.00	$2,824.26	$10,001.57	$9,855.00	($146.57)	98.53
10.3430.15.04.5 ASSESSOR IRS SECTION 125	$124.00	$104.10	$237.42	$157.00	($80.42)	66.13
10.3430.15.05.5 ASSESSOR LT CARE INS	$54.00	$83.68	$54.00	$0.00	($54.00)	0.00
10.3430.15.07.5 ASSESSOR CITY RETIREMENT	$2,823.00	$2,470.03	$3,124.00	$3,244.00	$120.00	103.84
10.3430.15.08.5 ASSESSOR LIFE, STD, LTD INS	$736.00	$732.29	$763.03	$831.00	$67.97	108.91
10.3430.15.09.5 ASSESSOR UNEMPLOYMENT INS	$125.00	$328.36	$257.00	$270.00	$13.00	105.06
10.3430.15.10.5 ASSESSOR WORKERS' COMP	$148.00	$139.42	$131.00	$159.00	$28.00	121.37
10.3430.15.12.5 ASSESSOR PARKING FEE	$600.00	$900.00	$900.00	$0.00	($900.00)	0.00
10.3430.20.00.5 ASSESSOR OFFICE SUPPLIES	$1,600.00	$1,235.85	$2,100.00	$2,200.00	$100.00	104.76
10.3430.20.01.5 ASSESSOR POSTAGE	$650.00	$947.01	$600.00	$600.00	$0.00	100.00
10.3430.30.00.5 ASSESSOR ADVERTISING	$250.00	$213.20	$150.00	$225.00	$75.00	150.00
10.3430.34.00.5 ASSESSOR COMMUNICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3430.40.00.5 ASSESSOR DUES/SUBS/MTGS	$2,950.00	$2,637.17	$1,375.00	$2,775.00	$1,400.00	201.82
10.3430.48.00.5 ASSESSOR PROPERTY &LIAB INS	$1,384.00	$1,284.84	$1,402.00	$1,748.00	$346.00	124.68
10.3430.56.00.5 ASSESSOR OTR PUR SRVC	$4,500.00	$4,370.00	$29,500.00	$4,900.00	($24,600.00)	16.61
10.3430.56.01.5 ASSESSOR LICENSING/SOFTWARE F	$0.00	$0.00	$0.00	$4,900.00	$4,900.00	100.00
10.3430.60.00.5 ASSESSOR PROFESSIONAL SVC	$47,904.00	$74,840.00	$72,576.00	$79,300.00	$6,724.00	109.26
10.3430.60.01.5 ASSESSOR REAPPRAISAL SVCS	$70,000.00	$22,000.00	$0.00	$0.00	$0.00	100.00
10.3430.60.02.5 ASSESSOR REAPPRAISAL RESVE EX	$17,325.00	$9,552.48	$9,475.00	$0.00	($9,475.00)	0.00
10.3430.62.00.5 ASSESSOR PRINTING & BINDING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3430.68.00.5 ASSESSOR EQUIP REPAIR & MAINT	$50.00	$0.00	$50.00	$50.00	$0.00	100.00
10.3430.70.00.5 ASSESSOR COPIER	$138.00	$116.66	$160.00	$198.00	$38.00	123.75
10.3430.70.01.5 ASSESSOR COPIER PAPER	$40.00	$50.33	$40.00	$50.00	$10.00	125.00
10.3430.74.00.5 ASSESSOR TRAVEL/TRANS	$100.00	$0.00	$100.00	$100.00	$0.00	100.00
10.3430.83.00.5 ASSESSOR MACHINERY & EQUIP	$525.00	$0.00	$300.00	$200.00	($100.00)	66.67
10.3430.95.01.5 ASSESSOR PENSION INT EXP	$2,145.00	$2,145.16	$2,145.00	$2,145.00	$0.00	100.00
TOTAL 10.3430 PROPERTY ASSESSOR	**$214,799.00**	**$180,432.35**	**$190,286.02**	**$170,051.00**	**($20,235.02)**	**89.37**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3600 PLANNING & DEVELOPMENT						
10.3600.10.00.5 PLANNING SALARIES & WAGES	$238,836.00	$238,103.06	$244,537.00	$248,622.00	$4,085.00	101.67
10.3600.10.01.5 PLANNING MINUTES SALARIES	$0.00	$6,134.78	$0.00	$6,908.00	$6,908.00	100.00
10.3600.11.00.5 PLANNING OVERTIME	$1,108.00	$0.00	$1,108.00	$1,143.00	$35.00	103.16
10.3600.11.01.5 PLANNING OVERTIME MINUTES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3600.15.01.5 PLANNING DENTAL INS	$2,174.00	$2,041.08	$2,174.00	$2,024.00	($150.00)	93.10
10.3600.15.02.5 PLANNING FICA/MEDICARE	$17,516.00	$17,241.02	$17,757.00	$18,737.00	$980.00	105.52
10.3600.15.03.5 PLANNING HEALTH INS	$41,257.00	$38,902.43	$46,987.36	$44,347.00	($2,640.36)	94.38
10.3600.15.04.5 PLANNING IRS SECTION 125	$583.00	$489.04	$1,115.42	$708.00	($407.42)	63.47
10.3600.15.05.5 PLANNING LT CARE INS	$251.00	$114.04	$251.00	$0.00	($251.00)	0.00
10.3600.15.07.5 PLANNING CITY RETIREMENT	$14,397.00	$13,706.30	$14,511.00	$15,610.00	$1,099.00	107.57
10.3600.15.08.5 PLANNING LIFE, STD, LTD INS	$3,458.00	$3,440.33	$3,584.71	$3,740.00	$155.29	104.33
10.3600.15.09.5 PLANNING UNEMPLOYMENT INS	$588.00	$1,021.66	$1,208.00	$1,214.00	$6.00	100.50
10.3600.15.10.5 PLANNING WORKERS' COMP	$747.00	$704.62	$668.00	$773.00	$105.00	115.72
10.3600.15.12.5 PLANNING PARKING FEE	$3,300.00	$3,300.00	$3,300.00	$0.00	($3,300.00)	0.00
10.3600.20.00.5 PLANNING OFFICE SUPPLIES	$1,800.00	$526.42	$1,800.00	$1,800.00	$0.00	100.00
10.3600.20.01.5 PLANNING POSTAGE	$2,790.00	$580.31	$2,790.00	$2,790.00	$0.00	100.00
10.3600.21.00.5 PLANNING OPERATING SUPPLIES	$500.00	$400.67	$500.00	$500.00	$0.00	100.00
10.3600.23.00.5 PLANNING SMALL TOOLS/EQUIP	$500.00	$1,540.70	$500.00	$500.00	$0.00	100.00
10.3600.30.00.5 PLANNING ADVERTISING	$5,000.00	$2,480.80	$5,000.00	$5,000.00	$0.00	100.00
10.3600.40.00.5 PLANNING DUES/SUBS/MTGS	$1,200.00	$2,971.20	$1,000.00	$1,200.00	$200.00	120.00
10.3600.41.00.5 PLANNING PROFESSIONAL DEV	$4,500.00	$3,684.49	$3,000.00	$3,500.00	$500.00	116.67
10.3600.48.00.5 PLANNING PROPERTY &LIAB INS	$6,503.00	$6,036.14	$6,587.00	$7,869.00	$1,282.00	119.46
10.3600.56.00.5 PLANNING OTR PUR SRVC	$3,000.00	$1,259.95	$3,000.00	$8,000.00	$5,000.00	266.67
10.3600.57.00.5 PLANNING PROGRAM EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3600.58.00.5 PLANNING WEB SITE MAINT	$4,000.00	$1,301.20	$4,000.00	$4,000.00	$0.00	100.00
10.3600.60.00.5 PLANNING PROFESSIONAL SVCS	$2,500.00	$2,750.00	$2,500.00	$2,500.00	$0.00	100.00
10.3600.60.01.5 PLANNING CONTRACT SVS BLDG INS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3600.60.02.5 PLANNING RE-ZONING CONTRACT S	$0.00	$8,378.00	$0.00	$0.00	$0.00	100.00
10.3600.61.00.5 PLANNING OTHER LEGAL SVCS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3600.62.00.5 PLANNING PRINTING & BINDING	$100.00	$30.06	$100.00	$100.00	$0.00	100.00
10.3600.63.00.5 PLANNING MASTER PLAN UPDATE	$0.00	$0.00	$20,000.00	$15,000.00	($5,000.00)	75.00
10.3600.68.00.5 PLANNING EQUIP REPAIR&MAINT	$500.00	$0.00	$500.00	$500.00	$0.00	100.00
10.3600.70.00.5 PLANNING COPIER	$648.00	$547.96	$765.00	$890.00	$125.00	116.34
10.3600.70.01.5 PLANNING COPIER PAPER	$173.00	$250.05	$170.00	$0.00	($170.00)	0.00
10.3600.74.00.5 PLANNING TRAVEL & TRANS	$625.00	$443.28	$625.00	$625.00	$0.00	100.00
10.3600.75.00.5 PLANNING CENTRAL VT ECONOMIC	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$0.00	100.00
10.3600.79.00.5 PLANNING MISC	$300.00	$435.55	$300.00	$300.00	$0.00	100.00

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3600.83.00.5 PLANNING MACHINERY & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3600.85.00.5 PLANNING RE-ZONING GRANT EXP	$0.00	$5,598.59	$0.00	$0.00	$0.00	100.00
10.3600.95.01.5 PLANNING PENSION INT EXP	$10,082.00	$10,082.26	$10,082.00	$10,082.00	$0.00	100.00
TOTAL 10.3600 PLANNING & DEVELOPMENT	**$371,936.00**	**$377,495.99**	**$403,420.49**	**$411,982.00**	**$8,561.51**	**102.12**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3710 CITY HALL MAINT						
10.3710.10.00.5 CITY HALL SALARIES & WAGES	$46,063.00	$40,925.69	$45,832.00	$50,128.00	$4,296.00	109.37
10.3710.11.00.5 CITY HALL OVERTIME	$2,478.00	$488.36	$2,366.00	$2,684.00	$318.00	113.44
10.3710.15.01.5 CITY HALL DENTAL INS	$509.00	$418.49	$531.89	$539.00	$7.11	101.34
10.3710.15.02.5 CITY HALL FICA/MEDICARE	$3,543.00	$2,840.37	$3,471.00	$3,855.00	$384.00	111.06
10.3710.15.03.5 CITY HALL HEALTH INS	$10,538.00	$9,613.54	$12,001.88	$11,826.00	($175.88)	98.53
10.3710.15.04.5 CITY HALL IRS SECTION 125	$136.00	$124.92	$284.91	$189.00	($95.91)	66.34
10.3710.15.05.5 CITY HALL LT CARE INS	$59.00	$18.09	$59.00	$0.00	($59.00)	0.00
10.3710.15.07.5 CITY HALL CITY RETIREMENT	$2,912.00	$2,583.83	$3,091.00	$3,301.00	$210.00	106.79
10.3710.15.08.5 CITY HALL LIFE, STD, LTD INS	$810.00	$878.75	$915.63	$997.00	$81.37	108.89
10.3710.15.09.5 CITY HALL UNEMPLOYMENT INS	$138.00	$260.97	$309.00	$323.00	$14.00	104.53
10.3710.15.10.5 CITY HALL WORKERS' COMP	$2,507.00	$2,368.49	$2,011.00	$2,689.00	$678.00	133.71
10.3710.15.12.5 CITY HALL PARKING FEE	$660.00	$660.00	$660.00	$0.00	($660.00)	0.00
10.3710.18.00.5 CITY HALL UNIFRMS/PROTECT CLOT	$500.00	$380.16	$500.00	$350.00	($150.00)	70.00
10.3710.20.00.5 CITY HALL OFFICE SUPPLIES	$100.00	$72.03	$200.00	$200.00	$0.00	100.00
10.3710.21.00.5 CITY HALL OPERATING SUPPLY	$7,000.00	$9,290.87	$7,000.00	$7,500.00	$500.00	107.14
10.3710.21.01.5 CITY HALL SPRING/FALL PLANT	$1,000.00	$0.00	$750.00	$500.00	($250.00)	66.67
10.3710.23.00.5 CITY HALL SMALL TOOLS&EQUIP	$1,000.00	$579.86	$1,000.00	$1,500.00	$500.00	150.00
10.3710.34.03.5 CITY HALL TELE CELL & PAGER	$600.00	$876.27	$800.00	$720.00	($80.00)	90.00
10.3710.40.00.5 CITY HALL DUES/SUBS/MTGS	$50.00	$25.80	$0.00	$0.00	$0.00	100.00
10.3710.48.00.5 CITY HALL PROP & LIAB INS	$1,661.00	$1,541.80	$1,822.00	$2,098.00	$276.00	115.15
10.3710.48.01.5 CITY HALL XFER FRM POLICE ST	($10,300.00)	($10,300.00)	($10,815.00)	($11,356.00)	($541.00)	105.00
10.3710.56.00.5 CITY HALL OTR PUR SRVC	$5,000.00	$6,289.10	$5,000.00	$4,000.00	($1,000.00)	80.00
10.3710.60.00.5 CITY HALL PROFESSIONAL SVC	$500.00	$168.50	$500.00	$500.00	$0.00	100.00
10.3710.68.00.5 CITY HALL EQUIP REPAIR&MAINT	$1,000.00	$52.54	$750.00	$750.00	$0.00	100.00
10.3710.69.00.5 CITY HALL BLDG REPAIR/MAINT	$18,300.00	$18,350.91	$20,000.00	$15,000.00	($5,000.00)	75.00
10.3710.70.00.5 CITY HALL COPIER	$152.00	$139.94	$195.00	$237.00	$42.00	121.54
10.3710.70.01.5 CITY HALL COPIER PAPER	$40.00	$58.59	$45.00	$0.00	($45.00)	0.00
10.3710.74.00.5 CITY HALL TRAVEL/TRANS	$100.00	$136.06	$200.00	$250.00	$50.00	125.00
10.3710.76.01.5 CITY HALL ELECTRIC	$30,000.00	$28,792.92	$28,000.00	$29,000.00	$1,000.00	103.57
10.3710.76.02.5 CITY HALL HEATING FUEL	$45,000.00	$67,392.19	$48,000.00	$53,700.00	$5,700.00	111.88
10.3710.76.03.5 CITY HALL TRASH REMOVAL	$9,600.00	$3,948.00	$5,500.00	$5,500.00	$0.00	100.00
10.3710.76.04.5 CITY HALL IN HOUSE UTILITIES	$3,000.00	$2,256.52	$2,000.00	$3,000.00	$1,000.00	150.00
10.3710.82.00.5 CITY HALL CAPITAL IMPROV	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3710.83.00.5 CITY HALL MACH & EQUIP	$1,000.00	$663.90	$1,000.00	$0.00	($1,000.00)	0.00
10.3710.95.01.5 CITY HALL PENSION INT EXP	$2,360.00	$2,359.68	$2,360.00	$2,360.00	$0.00	100.00
TOTAL 10.3710 CITY HALL MAINT	**$188,016.00**	**$194,257.14**	**$186,340.31**	**$192,340.00**	**$5,999.69**	**103.22**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.3810 58 BARRE ST BLDG MAINT						
10.3810.10.00.5 58 BARRE ST SALARY & WAGES	$5,902.00	$5,877.60	$0.00	$0.00	$0.00	100.00
10.3810.11.00.5 58 BARRE ST OVERTIME	$38.00	$42.03	$0.00	$0.00	$0.00	100.00
10.3810.15.01.5 58 BARRE ST DENTAL INS	$0.00	$38.74	$0.00	$0.00	$0.00	100.00
10.3810.15.02.5 58 BARRE ST FICA/MEDICARE	$434.00	$445.63	$0.00	$0.00	$0.00	100.00
10.3810.15.03.5 58 BARRE ST HEALTH IN	$878.00	$494.86	$0.00	$0.00	$0.00	100.00
10.3810.15.04.5 58 BARRE ST IRS SECTION 125	$0.00	$10.41	$0.00	$0.00	$0.00	100.00
10.3810.15.05.5 58 BARRE ST BLDG MAINT	$0.00	$8.62	$0.00	$0.00	$0.00	100.00
10.3810.15.07.5 58 BARRE ST CITY RETIREMENT	$356.00	$352.01	$0.00	$0.00	$0.00	100.00
10.3810.15.08.5 58 BARRE ST LIFE, STD, LTD INS	$0.00	$73.23	$0.00	$0.00	$0.00	100.00
10.3810.15.09.5 58 BARRE ST UNEMPLOY INS	$0.00	$21.76	$0.00	$0.00	$0.00	100.00
10.3810.15.10.5 58 BARRE ST WORKERS' COMP	$18.00	$14.79	$0.00	$0.00	$0.00	100.00
10.3810.21.00.5 58 BARRE ST OPERATING SUPPLY	$1,300.00	$46.43	$0.00	$0.00	$0.00	100.00
10.3810.23.00.5 58 BARRE ST SMALL TOOLS	$500.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3810.34.03.5 58 BARRE ST COMMUNICATIONS	$600.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3810.48.00.5 58 BARRE ST PROPERTY & LIAB INS	$0.00	$128.48	$0.00	$0.00	$0.00	100.00
10.3810.56.00.5 58 BARRE ST OTR PUR SRVC	$9,500.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3810.60.00.5 58 BARRE ST PROFESSIONAL SVC	$2,500.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3810.68.00.5 58 BARRE ST EQUIP REP & MAINT	$1,000.00	$796.95	$0.00	$0.00	$0.00	100.00
10.3810.69.00.5 58 BARRE ST BLDG MAINT	$9,400.00	$1,386.00	$0.00	$0.00	$0.00	100.00
10.3810.70.00.5 58 BARRE ST COPIER	$0.00	$11.65	$0.00	$0.00	$0.00	100.00
10.3810.70.01.5 58 BARRE ST COPY PAPER	$0.00	$3.24	$0.00	$0.00	$0.00	100.00
10.3810.76.01.5 58 BARRE ST ELECTRIC	$36,000.00	$2,288.45	$0.00	$0.00	$0.00	100.00
10.3810.76.02.5 58 BARRE ST HEAT	$35,000.00	$0.00	$0.00	$0.00	$0.00	100.00
10.3810.76.03.5 58 BARRE ST TRASH REMOVAL	$1,200.00	$827.00	$0.00	$0.00	$0.00	100.00
10.3810.76.04.5 58 BARRE ST IN HOUSE UTILITY	$2,500.00	$180.98	$0.00	$0.00	$0.00	100.00
10.3810.96.00.5 58 BARRE ST XFER TO CEM FD-PLO\	$1,500.00	$1,500.00	$1,500.00	$0.00	($1,500.00)	0.00
TOTAL 10.3810 58 BARRE ST BLDG MAINT	**$108,626.00**	**$14,548.86**	**$1,500.00**	**$0.00**	**($1,500.00)**	**0.00**

City of Montpelier
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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4100 POLICE OPERATIONS						
10.4100.10.00.5 POLICE SALARY & WAGES	$841,776.00	$813,686.62	$857,840.00	$885,420.00	$27,580.00	103.22
10.4100.11.00.5 POLICE OVERTIME	$94,050.00	$121,614.63	$100,000.00	$90,000.00	($10,000.00)	90.00
10.4100.15.01.5 POLICE DENTAL INS	$7,335.00	$5,921.48	$7,335.00	$6,971.00	($364.00)	95.04
10.4100.15.02.5 POLICE FICA/MEDICARE	$68,315.00	$68,557.39	$69,865.00	$72,228.00	$2,363.00	103.38
10.4100.15.03.5 POLICE HEALTH INS	$149,279.00	$128,229.46	$155,024.29	$144,752.00	($10,272.29)	93.37
10.4100.15.04.5 POLICE IRS SECTION 125	$1,843.00	$1,650.95	$3,680.07	$2,440.00	($1,240.07)	66.30
10.4100.15.05.5 POLICE LT CARE INS	$795.00	$47.05	$795.00	$0.00	($795.00)	0.00
10.4100.15.07.5 POLICE CITY RETIREMENT	$58,991.00	$59,240.91	$62,209.00	$61,839.00	($370.00)	99.41
10.4100.15.08.5 POLICE LIFE, STD, LTD INS	$10,940.00	$11,616.48	$11,826.93	$12,882.00	$1,055.07	108.92
10.4100.15.09.5 POLICE UNEMPLOYMENT INS	$1,984.00	$3,449.02	$3,985.00	$4,183.00	$198.00	104.97
10.4100.15.10.5 POLICE WORKERS' COMP	$27,428.00	$25,837.18	$27,333.00	$28,427.00	$1,094.00	104.00
10.4100.15.12.5 POLICE PARKING FEE	$2,652.00	$2,652.00	$2,652.00	$0.00	($2,652.00)	0.00
10.4100.18.00.5 POLICE UNIFRMS/PROTECT CLOTH	$9,400.00	$12,630.97	$10,000.00	$12,500.00	$2,500.00	125.00
10.4100.19.00.5 POLICE TUITION REIMB/FIT TEST	$3,000.00	$10,932.50	$3,000.00	$14,500.00	$11,500.00	483.33
10.4100.20.00.5 POLICE OFFICE SUPPLIES	$2,020.00	$2,091.42	$2,020.00	$3,000.00	$980.00	148.51
10.4100.20.01.5 POLICE POSTAGE	$1,500.00	$1,450.08	$2,000.00	$2,000.00	$0.00	100.00
10.4100.21.00.5 POLICE OPERATING SUPPLIES	$10,460.00	$16,679.57	$10,130.00	$16,600.00	$6,470.00	163.87
10.4100.21.01.5 POLICE INTERNAL FLEET FUEL	$21,730.00	$22,819.76	$22,140.00	$23,500.00	$1,360.00	106.14
10.4100.30.00.5 POLICE ADVERTISING	$800.00	$2,299.30	$1,000.00	$1,000.00	$0.00	100.00
10.4100.40.00.5 POLICE DUES/SUBS/MTGS	$942.00	$1,436.97	$1,000.00	$1,250.00	$250.00	125.00
10.4100.41.00.5 POLICE TRAINING	$7,600.00	$8,009.90	$5,400.00	$5,925.00	$525.00	109.72
10.4100.48.00.5 POLICE PROPERTY & LIABI INS	$21,966.00	$20,080.44	$21,731.00	$24,603.00	$2,872.00	113.22
10.4100.56.00.5 POLICE OTR PUR SRVC	$5,977.00	$1,410.05	$5,977.00	$6,502.00	$525.00	108.78
10.4100.56.01.5 POLICE XFER TO CITY HALL CLEANI	$10,300.00	$10,300.00	$10,815.00	$11,356.00	$541.00	105.00
10.4100.60.00.5 POLICE PROFESSIONAL SVCS	$9,325.00	$7,208.60	$8,625.00	$9,175.00	$550.00	106.38
10.4100.62.00.5 POLICE PRINTING & BINDING	$300.00	$173.04	$0.00	$100.00	$100.00	100.00
10.4100.68.00.5 POLICE EQUIP REPAIR & MAINT	$29,050.00	$25,568.16	$11,003.00	$25,883.00	$14,880.00	235.24
10.4100.68.01.5 POLICE INTERNAL FLEET REP	$16,000.00	$12,706.82	$16,000.00	$17,000.00	$1,000.00	106.25
10.4100.69.00.5 POLICE BLDGS/GROUNDS MAIN	$0.00	$0.00	$17,288.00	$0.00	($17,288.00)	0.00
10.4100.70.00.5 POLICE COPIER	$2,187.00	$1,849.83	$2,515.00	$3,067.00	$552.00	121.95
10.4100.70.01.5 POLICE COPIER PAPER	$583.00	$780.23	$560.00	$0.00	($560.00)	0.00
10.4100.72.00.5 POLICE TAXES/LICENSE/REG	$205.00	$0.00	$205.00	$205.00	$0.00	100.00
10.4100.74.00.5 POLICE TRAVEL/TRANS	$3,100.00	$2,268.95	$3,100.00	$3,500.00	$400.00	112.90
10.4100.75.00.5 POLICE LEASE/PURCHASE INSTL	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4100.76.00.5 POLICE UTILITIES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4100.76.01.5 POLICE ELECTRIC	$15,082.00	$14,606.75	$15,686.00	$15,626.00	($60.00)	99.62
10.4100.76.02.5 POLICE HEATING OIL	$7,800.00	$7,572.40	$8,424.00	$9,407.00	$983.00	111.67

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4100.76.04.5 POLICE IN HOUSE UTILITIES	$915.00	$943.04	$1,000.00	$1,025.00	$25.00	102.50
10.4100.79.00.5 POLICE CHILD SAFETY SEATS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4100.83.00.5 POLICE MACHINERY & EQUIP-FLOOD	$0.00	$11,502.16	$0.00	$0.00	$0.00	100.00
10.4100.83.01.5 POLICE EQUIP -DRUG SEIZURE RES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4100.85.00.5 POLICE GRANT EXPENSE	$0.00	$5,509.23	$0.00	$0.00	$0.00	100.00
10.4100.95.01.5 POLICE PENSION INTEREST EXP	$34,022.00	$34,022.26	$34,022.00	$34,022.00	$0.00	100.00
TOTAL 10.4100 POLICE OPERATIONS	**$1,479,652.00**	**$1,477,355.60**	**$1,516,186.29**	**$1,550,888.00**	**$34,701.71**	**102.29**
10.4105 POLICE COMMUNICATIONS						
10.4105.10.00.5 POLICE COM SALARY & WAGES	$257,783.00	$274,048.67	$278,334.00	$293,898.00	$15,564.00	105.59
10.4105.11.00.5 POLICE COM OVERTIME	$55,000.00	$54,345.36	$52,000.00	$51,580.00	($420.00)	99.19
10.4105.15.01.5 POLICE COM DENTAL INS	$2,521.00	$2,412.80	$2,641.73	$2,680.00	$38.27	101.45
10.4105.15.02.5 POLICE COM FICA/MEDICARE	$22,833.00	$23,639.54	$24,201.00	$25,402.00	$1,201.00	104.96
10.4105.15.03.5 POLICE COM HEALTH INS	$55,361.00	$52,408.24	$59,609.34	$58,735.00	($874.34)	98.53
10.4105.15.04.5 POLICE COM IRS SECTION 125	$675.00	$567.32	$1,415.05	$938.00	($477.05)	66.29
10.4105.15.05.5 POLICE COM LT CARE INS	$292.00	$6.76	$292.00	$0.00	($292.00)	0.00
10.4105.15.07.5 POLICE COM CITY RETIREMENT	$18,767.00	$21,325.75	$19,849.00	$21,749.00	$1,900.00	109.57
10.4105.15.08.5 POLICE COM LIFE, STD, LTD INS	$4,010.00	$3,991.02	$4,547.65	$4,953.00	$405.35	108.91
10.4105.15.09.5 POLICE COM UNEMPLOYMENT INS	$682.00	$1,185.20	$1,532.00	$1,608.00	$76.00	104.96
10.4105.15.10.5 POLICE COM WORKERS' COMP	$5,090.00	$4,796.66	$5,514.00	$6,142.00	$628.00	111.39
10.4105.15.11.5 POLICE COM TUITION REIMB	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.15.12.5 POLICE COM PARKING FEE	$750.00	$750.00	$750.00	$0.00	($750.00)	0.00
10.4105.18.00.5 POLICE COM UNIFRMS/PROT CLOTH	$1,800.00	$133.63	$1,800.00	$1,800.00	$0.00	100.00
10.4105.19.00.5 POLICE COM TUITION REIMB/FIT TES	$3,000.00	$1,100.00	$3,000.00	$3,000.00	$0.00	100.00
10.4105.20.00.5 POLICE COM OFFICE SUPPLIES	$1,380.00	$1,878.63	$1,510.00	$1,920.00	$410.00	127.15
10.4105.20.01.5 POLICE COM POSTAGE	$0.00	$31.00	$0.00	$50.00	$50.00	100.00
10.4105.21.00.5 POLICE COM OPERATING SUPPLY	$100.00	$100.00	$0.00	$200.00	$200.00	100.00
10.4105.30.00.5 POLICE COM ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.34.00.5 POLICE COM COMMUNICATIONS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.34.03.5 POLICE COM TELE CELL &PAGER	$3,360.00	$4,852.93	$3,840.00	$4,320.00	$480.00	112.50
10.4105.34.04.5 POLICE COMM TELE VLETS	$4,230.00	$3,040.50	$3,779.00	$3,779.00	$0.00	100.00
10.4105.40.00.5 POLICE COM DUES/SUB/MTGS	$90.00	$92.00	$100.00	$100.00	$0.00	100.00
10.4105.41.00.5 POLICE COM TRAINING	$1,625.00	$117.54	$825.00	$1,900.00	$1,075.00	230.30
10.4105.48.00.5 POLICE COM PROP & LIABI INS	$7,544.00	$7,002.34	$8,356.00	$10,421.00	$2,065.00	124.71
10.4105.56.00.5 POLICE COM OTR PUR SRVC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.62.00.5 POLICE COM PRINT & BINDING	$100.00	$0.00	$100.00	$100.00	$0.00	100.00
10.4105.68.00.5 POLICE COM EQUIP REP &MAINT	$9,438.00	$9,626.50	$9,388.00	$10,000.00	$612.00	106.52
10.4105.70.00.5 POLICE COM COPIER	$751.00	$635.68	$965.00	$1,180.00	$215.00	122.28
10.4105.70.01.5 POLICE COM COPIER PAPER	$200.00	$274.27	$215.00	$0.00	($215.00)	0.00

City of Montpelier
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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4105.74.00.5 POLICE COM TRAVEL/TRANS	$400.00	$36.00	$400.00	$400.00	$0.00	100.00
10.4105.83.00.5 POLICE COM MACH & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.85.00.5 POLICE COM FED/ST GRANT EXP	$11,691.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4105.95.01.5 POLICE COM PENSION INT EXP	$0.00	$11,691.12	$11,691.00	$11,691.00	$0.00	100.00
TOTAL 10.4105 POLICE COMMUNICATIONS	**$469,473.00**	**$480,089.46**	**$496,654.77**	**$518,546.00**	**$21,891.23**	**104.41**
10.4150 OUTSIDE PAY POLICE						
10.4150.10.00.5 OUTSIDE PAY SALARY & WAGES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4150.11.00.5 OUTSIDE PAY OVERTIME	$0.00	$795.78	$0.00	$0.00	$0.00	100.00
10.4150.15.02.5 OUTSIDE PAY FICA/MEDICARE	$0.00	$59.03	$0.00	$0.00	$0.00	100.00
10.4150.15.03.5 OUTSIDE PAY POLICE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4150.15.07.5 OUTSIDE PAY CITY RETIREMENT	$0.00	$48.04	$0.00	$0.00	$0.00	100.00
TOTAL 10.4150 OUTSIDE PAY POLICE	**$0.00**	**$902.85**	**$0.00**	**$0.00**	**$0.00**	**100.00**
10.4161 POLICE CANINE UNIT						
10.4161.21.00.5 CANINE OP SUPPLIES	$0.00	$3,693.79	$0.00	$0.00	$0.00	100.00
TOTAL 10.4161 POLICE CANINE UNIT	**$0.00**	**$3,693.79**	**$0.00**	**$0.00**	**$0.00**	**100.00**
10.4190 POLICE SCHOOL RESOURCE OFFICER						
10.4190.10.00.5 SCHOOL RES SALARY & WAGES	$56,918.00	$61,528.28	$59,705.00	$60,909.00	$1,204.00	102.02
10.4190.11.00.5 SCHOOL RES OVERTIME	$1,000.00	$858.49	$1,000.00	$1,000.00	$0.00	100.00
10.4190.15.01.5 SCHOOL RES DENTAL INS	$462.00	$396.18	$462.00	$441.00	($21.00)	95.45
10.4190.15.02.5 SCHOOL RES FICA/MEDICARE	$4,228.00	$4,772.95	$4,431.00	$4,519.00	$88.00	101.99
10.4190.15.03.5 SCHOOL RES HEALTH INS	$8,782.00	$2,824.26	$9,801.54	$9,658.00	($143.54)	98.54
10.4190.15.04.5 SCHOOL RES IRS SECT 125	$124.00	$104.10	$232.38	$154.00	($78.38)	66.27
10.4190.15.05.5 SCHOOL RES LT CARE INS	$53.00	$0.00	$53.00	$0.00	($53.00)	0.00
10.4190.15.07.5 SCHOOL RES CITY RETIREMENT	$3,475.00	$4,055.11	$4,431.00	$3,869.00	($562.00)	87.32
10.4190.15.08.5 SCHOOL RES LIFE,STD,LTD INS	$736.00	$732.29	$747.77	$814.00	$66.23	108.86
10.4190.15.09.5 SCHOOL RES UNEMPLOY INS	$125.00	$217.46	$251.00	$264.00	$13.00	105.18
10.4190.15.10.5 SCHOOL RES WORKERS' COMP	$2,178.00	$2,053.56	$2,222.00	$2,266.00	$44.00	101.98
10.4190.15.11.5 SCHOOL RES TUITION REIMB	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.18.00.5 SCHOOL RES UNIF/PROTECT CLOTH	$550.00	$0.00	$550.00	$550.00	$0.00	100.00
10.4190.20.00.5 SCHOOL RES OFFICE SUPPLY	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.20.01.5 SCHOOL RES POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.21.00.5 SCHOOL RES OPER SUPPLY	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.40.00.5 SCHOOL RES DUES/SUB/MTGS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.48.00.5 SCHOOL RES PROP & LIAB INS	$1,384.00	$1,284.84	$1,374.00	$1,714.00	$340.00	124.75
10.4190.62.00.5 SCHOOL RES PRINT & BINDING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.70.00.5 SCHOOL RES COPIER	$138.00	$116.66	$160.00	$195.00	$35.00	121.88
10.4190.70.01.5 SCHOOL RES COPIER PAPER	$37.00	$50.33	$35.00	$55.00	$20.00	157.14

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4190.74.00.5 SCHOOL RES TRAVEL/TRANS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.79.00.5 SCHOOL RES MISC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4190.95.01.5 SCHOOL RES PENSION INT EXP	$2,145.00	$2,145.16	$2,145.00	$2,145.00	$0.00	100.00
TOTAL 10.4190 POLICE SCHOOL RESOURCE	**$82,335.00**	**$81,139.67**	**$87,600.69**	**$88,553.00**	**$952.31**	**101.09**

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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4200 COMMUNITY JUSTICE CENTER						
10.4200.10.00.5 JUSTICE CTR SALARY & WAGES	$87,355.00	$62,600.53	$69,873.00	$62,655.00	($7,218.00)	89.67
10.4200.11.00.5 JUSTICE CTR OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.15.01.5 JUSTICE CTR DENTAL INS	$870.00	$531.79	$587.30	$506.00	($81.30)	86.16
10.4200.15.02.5 JUSTICE CTR FICA/MEDICARE	$6,377.00	$4,727.99	$5,050.21	$4,574.00	($476.21)	90.57
10.4200.15.03.5 JUSTICE CTR HEALTH INS	$16,466.00	$5,542.70	$13,252.00	$10,806.00	($2,446.00)	81.54
10.4200.15.04.5 JUSTICE CTR IRS SECT 125	$233.00	$195.18	$605.43	$177.00	($428.43)	29.24
10.4200.15.05.5 JUSTICE CTR LT CARE INS	$100.00	$0.00	$154.00	$0.00	($154.00)	0.00
10.4200.15.07.5 JUSTICE CTR CITY RETIREMENT	$5,241.00	$3,659.52	$4,496.77	$3,916.00	($580.77)	87.08
10.4200.15.08.5 JUSTICE CTR LIFE, STD, LTD INS	$1,383.00	$1,373.06	$1,945.72	$935.00	($1,010.72)	48.05
10.4200.15.09.5 JUSTICE CTR UNEMPLOYMENT INS	$235.00	$407.74	$656.00	$305.00	($351.00)	46.49
10.4200.15.10.5 JUSTICE CTR WORKERS' COMP	$305.00	$925.03	$350.00	$181.00	($169.00)	51.71
10.4200.15.12.5 JUSTICE CTR PARKING FEE	$1,125.00	$676.84	$795.00	$0.00	($795.00)	0.00
10.4200.20.00.5 JUSTICE CTR OFFICE SUPPLY	$2,900.00	$1,687.77	$2,900.00	$2,500.00	($400.00)	86.21
10.4200.20.01.5 JUSTICE CTR POSTAGE	$400.00	$242.96	$400.00	$0.00	($400.00)	0.00
10.4200.21.00.5 JUSTICE CTR OPERATING SUPPLY	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.30.00.5 JUSTICE CTR ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.40.00.5 JUSTICE CTR DUES/SUB/MTGS	$2,000.00	$3,669.53	$2,000.00	$3,000.00	$1,000.00	150.00
10.4200.41.00.5 JUSTICE CTR PROFESSIONAL DEV	$1,500.00	$1,260.90	$750.00	$2,000.00	$1,250.00	266.67
10.4200.48.00.5 JUSTICE CTR PROP & LIAB INS	$2,596.00	$1,445.50	$2,372.00	$1,967.00	($405.00)	82.93
10.4200.56.00.5 JUSTICE CTR OTR PUR SRVC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.56.01.5 JUSTICE CTR REENTRY PROGRAM	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.56.02.5 JUSTICE CTR MEDIATION SVC	$0.00	$595.50	$1,800.00	$1,800.00	$0.00	100.00
10.4200.60.00.5 JUSTICE CTR PROFESSIONAL SVC	$500.00	$479.50	$500.00	$500.00	$0.00	100.00
10.4200.62.00.5 JUSTICE CTR PRINT & BINDING	$300.00	$0.00	$300.00	$300.00	$0.00	100.00
10.4200.68.00.5 JUSTICE CTR EQUIP REP & MAINT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.70.00.5 JUSTICE CTR COPIER	$259.00	$131.23	$216.00	$507.00	$291.00	234.72
10.4200.70.01.5 JUSTICE CTR COPIER PAPER	$69.00	$94.44	$90.00	$0.00	($90.00)	0.00
10.4200.74.00.5 JUSTICE CTR TRAVEL & TRANS	$3,300.00	$1,221.30	$1,500.00	$1,500.00	$0.00	100.00
10.4200.79.00.5 JUSTICE CTR MISC. COUNCIL ADJ	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4200.95.01.5 JUSTICE CTR PENSION INT EXP	$4,033.00	$2,419.85	$4,033.00	$1,775.00	($2,258.00)	44.01
TOTAL 10.4200 COMMUNITY JUSTICE CENTER	**$137,547.00**	**$93,888.86**	**$114,626.43**	**$99,904.00**	**($14,722.43)**	**87.16**
10.4205 RE-ENTRY PROGRAM						
10.4205.10.00.5 RE-ENTRY PROG SALARY & WAGES	$0.00	$60,804.22	$58,805.00	$70,125.00	$11,320.00	119.25
10.4205.11.00.5 RE-ENTRY PROG OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4205.15.01.5 RE-ENTRY PROG DENTAL INS	$0.00	$565.47	$542.97	$640.00	$97.03	117.87
10.4205.15.02.5 RE-ENTRY PROG FICA/MEDICARE	$0.00	$4,385.91	$4,250.28	$5,119.00	$868.72	120.44

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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4205.15.03.5 RE-ENTRY PROG HEALTH INS	$0.00	$6,134.80	$9,052.00	$14,324.00	$5,272.00	158.24
10.4205.15.04.5 RE-ENTRY PROG IRS SECT 125	$0.00	$0.00	$0.00	$224.00	$224.00	100.00
10.4205.15.05.5 RE-ENTRY PROG LT CARE INS	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4205.15.07.5 RE-ENTRY PROG CITY RETIREMENT	$0.00	$3,397.26	$3,784.50	$4,383.00	$598.50	115.81
10.4205.15.08.5 RE-ENTRY PROG LIFE, STD, LTD INS	$0.00	$0.00	$0.00	$1,184.00	$1,184.00	100.00
10.4205.15.09.5 RE-ENTRY PROG UNEMPLOYMENT I	$0.00	$0.00	$0.00	$384.00	$384.00	100.00
10.4205.15.10.5 RE-ENTRY PROG WORKERS' COMP	$0.00	$616.61	$0.00	$231.00	$231.00	100.00
10.4205.15.12.5 RE-ENTRY PROG PARKING FEE	$0.00	$451.16	$735.00	$0.00	($735.00)	0.00
10.4205.20.00.5 RE-ENTRY PROG OFFICE SUPPLY	$0.00	$442.87	$300.00	$400.00	$100.00	133.33
10.4205.20.01.5 RE-ENTRY PROG POSTAGE	$0.00	$8.80	$30.00	$30.00	$0.00	100.00
10.4205.34.03.5 RE-ENTRY PROG TELE,CELL &PAGEI	$0.00	$1,980.47	$2,000.00	$2,000.00	$0.00	100.00
10.4205.40.00.5 RE-ENTRY PROG DUES, SUB/MGT	$0.00	$626.26	$600.00	$600.00	$0.00	100.00
10.4205.41.00.5 RE-ENTRY PROG PROFESSIONAL DE	$0.00	$359.11	$500.00	$500.00	$0.00	100.00
10.4205.48.00.5 RE-ENTRY PROG PROP & LIAB INS	$0.00	$1,349.56	$1,203.00	$2,492.00	$1,289.00	207.15
10.4205.56.00.5 RE-ENTRY PROG OTR PUR SRVC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4205.57.00.5 RE-ENTRY PROG OTHER CLIENT NE	$0.00	$918.36	$3,067.00	$3,067.00	$0.00	100.00
10.4205.60.00.5 RE-ENTRY PROG PROF SVC	$0.00	$362.50	$1,700.00	$1,700.00	$0.00	100.00
10.4205.66.00.5 RE-ENTRY PROG CLIENT HOUSING	$0.00	$17,566.00	$26,500.00	$26,500.00	$0.00	100.00
10.4205.70.00.5 RE-ENTRY PROG COPIER	$0.00	$87.48	$199.00	$0.00	($199.00)	0.00
10.4205.74.00.5 RE-ENTRY PROG TRAVEL & TRANS	$0.00	$3,134.64	$3,000.00	$3,000.00	$0.00	100.00
10.4205.95.01.5 RE-ENTRY PROG PENSION INT EXP	$0.00	$1,613.05	$0.00	$2,258.00	$2,258.00	100.00
TOTAL 10.4205 RE-ENTRY PROGRAM	**$0.00**	**$104,804.53**	**$116,268.75**	**$139,161.00**	**$22,892.25**	**119.69**

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4500 FIRE AND E.M.S						
10.4500.10.00.5 FIRE EMS SALARY & WAGES	$901,268.00	$856,600.62	$959,006.00	$935,465.00	($23,541.00)	97.55
10.4500.10.01.5 FIRE EMS CALL FORCE	$12,000.00	$8,937.83	$12,000.00	$12,000.00	$0.00	100.00
10.4500.11.00.5 FIRE EMS OVERTIME	$148,876.00	$207,366.59	$147,900.00	$130,668.00	($17,232.00)	88.35
10.4500.15.01.5 FIRE EMS DENTAL INS	$9,019.00	$7,787.84	$9,019.00	$8,545.00	($474.00)	94.74
10.4500.15.02.5 FIRE EMS FICA/MEDICARE	$77,537.00	$77,266.95	$81,855.00	$80,164.00	($1,691.00)	97.93
10.4500.15.03.5 FIRE EMS HEALTH INS	$166,244.00	$159,717.66	$190,030.55	$179,244.00	($10,786.55)	94.32
10.4500.15.04.5 FIRE EMS IRS SECTION 125	$2,355.00	$2,029.87	$4,629.76	$2,991.00	($1,638.76)	64.60
10.4500.15.05.5 FIRE EMS LT CARE INS	$1,015.00	$325.78	$1,015.00	$0.00	($1,015.00)	0.00
10.4500.15.07.5 FIRE EMS CITY RETIREMENT	$63,009.00	$68,632.59	$72,104.00	$67,883.00	($4,221.00)	94.15
10.4500.15.08.5 FIRE EMS LIFE, STD, LTD INS	$13,979.00	$16,372.79	$14,879.04	$15,791.00	$911.96	106.13
10.4500.15.09.5 FIRE EMS UNEMPLOYMENT INS	$2,439.00	$4,240.60	$5,064.00	$5,127.00	$63.00	101.24
10.4500.15.10.5 FIRE EMS WORKERS' COMP	$76,433.00	$71,977.72	$63,116.00	$79,177.00	$16,061.00	125.45
10.4500.15.12.5 FIRE EMS PARKING FEE	$3,000.00	$3,000.00	$3,000.00	$0.00	($3,000.00)	0.00
10.4500.18.00.5 FIRE EMS UNIFRMS/PROT CLOTH	$24,000.00	$14,926.87	$24,000.00	$24,000.00	$0.00	100.00
10.4500.20.00.5 FIRE EMS OFFICE SUPPLY	$2,400.00	$2,295.87	$2,400.00	$2,400.00	$0.00	100.00
10.4500.20.01.5 FIRE EMS POSTAGE	$1,000.00	$922.02	$900.00	$900.00	$0.00	100.00
10.4500.21.00.5 FIRE EMS OPERATING SUPPLY	$18,000.00	$17,679.01	$18,000.00	$18,000.00	$0.00	100.00
10.4500.21.01.5 FIRE EMS INTERNAL FUEL FLEET	$15,000.00	$12,603.92	$15,000.00	$15,000.00	$0.00	100.00
10.4500.23.00.5 FIRE EMS SMALL TOOLS & EQUIP	$1,000.00	$877.99	$1,000.00	$10,000.00	$9,000.00	1,000.00
10.4500.30.00.5 FIRE EMS ADVERTISING	$0.00	$348.20	$0.00	$0.00	$0.00	100.00
10.4500.34.00.5 FIRE EMS TELE BASIC SVC	$0.00	$197.58	$0.00	$0.00	$0.00	100.00
10.4500.34.03.5 FIRE EMS TELE CELL & PAGER	$2,400.00	$3,096.62	$2,400.00	$2,400.00	$0.00	100.00
10.4500.34.04.5 FIRE EMS COM OTHER	$1,500.00	$1,333.36	$1,500.00	$1,500.00	$0.00	100.00
10.4500.40.00.5 FIRE EMS DUES/SUB/MTGS	$5,000.00	$4,552.35	$5,000.00	$5,000.00	$0.00	100.00
10.4500.41.00.5 FIRE EMS TRAINING	$0.00	$0.00	$0.00	$1,000.00	$1,000.00	100.00
10.4500.48.00.5 FIRE EMS PROP & LIAB INS	$26,992.00	$25,054.24	$27,619.00	$30,723.00	$3,104.00	111.24
10.4500.50.00.5 FIRE EMS FIRE EQUIP RSV EXP	$0.00	$1,102.50	$0.00	$0.00	$0.00	100.00
10.4500.56.00.5 FIRE EMS OTR PUR SRVC	$6,000.00	$3,654.49	$6,000.00	$6,000.00	$0.00	100.00
10.4500.60.00.5 FIRE EMS PROFESSIONAL SVCS	$2,500.00	$1,405.80	$2,500.00	$2,500.00	$0.00	100.00
10.4500.61.00.5 FIRE EMS LEGAL	$0.00	$25,000.00	$0.00	$0.00	$0.00	100.00
10.4500.62.00.5 FIRE EMS PRINTING & BINDING	$200.00	$0.00	$200.00	$200.00	$0.00	100.00
10.4500.66.00.5 FIRE EMS OTHER RENTALS	$500.00	$306.50	$500.00	$500.00	$0.00	100.00
10.4500.68.00.5 FIRE EMS EQUIP REPAIR & MAINT	$28,000.00	$33,775.46	$14,500.00	$14,500.00	$0.00	100.00
10.4500.68.01.5 FIRE EMS INTERNAL FLEET REPAIR	$10,000.00	$6,529.49	$10,000.00	$10,000.00	$0.00	100.00
10.4500.68.05.5 FIRE EMS EQUIP SERVICE CONTRAC	$0.00	$0.00	$13,500.00	$13,500.00	$0.00	100.00
10.4500.69.00.5 FIRE EMS BLDG/GROUNDS REPAIR/M	$2,000.00	$2,596.19	$3,000.00	$3,000.00	$0.00	100.00
10.4500.70.00.5 FIRE EMS COPIER	$2,800.00	$2,274.39	$3,165.00	$3,760.00	$595.00	118.80

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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4500.70.01.5 FIRE EMS COPIER PAPER	$800.00	$972.26	$700.60	$0.00	($700.60)	0.00
10.4500.74.00.5 FIRE EMS TRAVEL/TRANSPORTATIOI	$750.00	$20.50	$750.00	$750.00	$0.00	100.00
10.4500.75.00.5 FIRE EMS LEASE PURCHASE	$10,423.00	$10,423.02	$0.00	$0.00	$0.00	100.00
10.4500.75.01.5 FIRE EMS AMBULANCE LEASE PAYM	$38,463.00	$39,873.28	$39,873.00	$39,873.00	$0.00	100.00
10.4500.76.01.5 FIRE EMS ELECTRIC	$8,000.00	$9,188.30	$8,000.00	$8,000.00	$0.00	100.00
10.4500.76.03.5 FIRE EMS TRASH REMOVAL	$200.00	$47.26	$200.00	$200.00	$0.00	100.00
10.4500.76.04.5 FIRE EMS IN HOUSE UTILITIES	$2,300.00	$2,068.99	$2,300.00	$2,300.00	$0.00	100.00
10.4500.76.05.5 FIRE EMS PROPANE	$700.00	$746.78	$800.00	$850.00	$50.00	106.25
10.4500.83.00.5 FIRE EMS MACHINERY & EQUIPMEN	$0.00	$3,055.16	$0.00	$0.00	$0.00	100.00
10.4500.85.00.5 FIRE EMS FED/STATE GRANT EXPEN	$0.00	$56,977.00	$0.00	$0.00	$0.00	100.00
10.4500.90.00.5 FIRE EMS PRINCIPAL PAYMENTS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$0.00	100.00
10.4500.91.00.5 FIRE EMS INTEREST PAYMENTS	$4,299.00	$4,078.12	$3,090.63	$9,363.00	$6,272.37	302.95
10.4500.95.01.5 FIRE EMS PENSION INTEREST EXP	$41,831.00	$41,830.64	$41,831.00	$41,831.00	$0.00	100.00
TOTAL 10.4500 FIRE AND E.M.S	**$1,759,232.00**	**$1,839,071.00**	**$1,837,347.58**	**$1,810,105.00**	**($27,242.58)**	**98.52**
10.4600 BLDG CODE & HEALTH ENFORCEMENT						
10.4600.10.00.5 BLDG HLTH ENF SALARY & WAGES	$51,651.00	$51,858.72	$52,354.00	$54,707.00	$2,353.00	104.49
10.4600.11.00.5 BLDG HLTH ENF OVERTIME	$4,363.00	$3,443.26	$4,405.00	$4,652.00	$247.00	105.61
10.4600.15.01.5 BLDG HLTH ENF DENTAL INS	$462.00	$401.76	$462.00	$450.00	($12.00)	97.40
10.4600.15.02.5 BLDG HLTH ENF FICA/MCARE	$4,089.00	$3,875.16	$4,106.00	$4,333.00	$227.00	105.53
10.4600.15.03.5 BLDG HLTH ENF HLTH INS	$8,782.00	$8,329.79	$10,001.57	$9,855.00	($146.57)	98.53
10.4600.15.04.5 BLDG HLTH ENF IRS SECT 125	$124.00	$104.10	$237.42	$157.00	($80.42)	66.13
10.4600.15.05.5 BLDG HLTH ENF LT CARE INS	$53.00	$135.66	$53.00	$0.00	($53.00)	0.00
10.4600.15.07.5 BLDG HLTH ENF CITY RETIREMENT	$3,361.00	$3,594.60	$3,656.00	$3,710.00	$54.00	101.48
10.4600.15.08.5 BLDG HLTH ENF LIFE,STD,LTD INS	$736.00	$732.29	$763.03	$831.00	$67.97	108.91
10.4600.15.09.5 BLDG HLTH ENF UNEMPLOYMENT IN	$125.00	$217.46	$257.00	$270.00	$13.00	105.06
10.4600.15.10.5 BLDG HLTH ENF WORKERS' COMP	$166.00	$158.26	$151.00	$179.00	$28.00	118.54
10.4600.15.12.5 BLDG HLTH ENF PARKING FEE	$600.00	$600.00	$600.00	$0.00	($600.00)	0.00
10.4600.20.00.5 BLDG HLTH ENF OFFICE SUPPLY	$400.00	$613.86	$600.00	$600.00	$0.00	100.00
10.4600.20.01.5 BLDG HLTH ENF POSTAGE	$800.00	$362.46	$700.00	$500.00	($200.00)	71.43
10.4600.21.00.5 BLDG HLTH ENF SUPPLY	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4600.30.00.5 BLDG HLTH ENF ADVERTISING	$300.00	$0.00	$300.00	$300.00	$0.00	100.00
10.4600.34.03.5 BLDG HLTH ENF TELE CELL & PAGEF	$1,000.00	$849.98	$700.00	$700.00	$0.00	100.00
10.4600.40.00.5 BLDG HLTH ENF DUES/SUBS/MTGS	$1,500.00	$275.00	$750.00	$750.00	$0.00	100.00
10.4600.48.00.5 BLDG HLTH ENF PROP & LIAB INS	$1,394.00	$1,284.84	$1,402.00	$1,748.00	$346.00	124.68
10.4600.60.00.5 BLDG HLTH ENF SVC	$500.00	$0.00	$500.00	$500.00	$0.00	100.00
10.4600.70.00.5 BLDG HLTH ENF COPIER	$150.00	$116.66	$160.00	$200.00	$40.00	125.00
10.4600.70.01.5 BLDG HLTH ENF COPIER PAPER	$50.00	$50.31	$40.00	$0.00	($40.00)	0.00
10.4600.74.00.5 BLDG HLTH ENF TRAVEL/TRANS	$500.00	$190.50	$500.00	$500.00	$0.00	100.00

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.4600.83.00.5 BLDG HLTH ENF EQUIP	$200.00	$0.00	$200.00	$200.00	$0.00	100.00
10.4600.95.01.5 BLDG HLTH ENF PENSION INT EXP	$2,145.00	$2,145.16	$2,145.00	$2,145.00	$0.00	100.00
TOTAL 10.4600 BLDG CODE & HEALTH ENFOR	**$83,451.00**	**$79,339.83**	**$85,043.02**	**$87,287.00**	**$2,243.98**	**102.64**
10.4700 EMERGENCY MANAGEMENT						
10.4700.10.00.5 EMERG MGT SALARY & WAGES	$7,102.00	$1,180.34	$0.00	$0.00	$0.00	100.00
10.4700.11.00.5 EMERG MGT OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.15.01.5 EMERG MGT DENTAL INS	$93.00	$11.59	$0.00	$0.00	$0.00	100.00
10.4700.15.02.5 EMERG MGT FICA/MEDICARE	$518.00	$81.72	$0.00	$0.00	$0.00	100.00
10.4700.15.03.5 EMERG MGT HEALTH INS	$1,756.00	$712.33	$0.00	$0.00	$0.00	100.00
10.4700.15.04.5 EMERG MGT IRS SECTION 125	$24.00	$20.82	$0.00	$0.00	$0.00	100.00
10.4700.15.05.5 EMERG MGT LT CARE INS	$11.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.15.07.5 EMERG MGT CITY RETIREMENT	$426.00	$59.01	$0.00	$0.00	$0.00	100.00
10.4700.15.08.5 EMERG MGT LIFE,STD,LTD INS	$147.00	$146.46	$0.00	$0.00	$0.00	100.00
10.4700.15.09.5 EMERG MGT UNEMPLOYMENT INS	$25.00	$43.50	$0.00	$0.00	$0.00	100.00
10.4700.15.10.5 EMERG MGT WORKERS' COMP	$22.00	$22.60	$0.00	$0.00	$0.00	100.00
10.4700.20.00.5 EMERG MGT OFFICE SUPPLY	$200.00	$109.99	$0.00	$0.00	$0.00	100.00
10.4700.21.00.5 EMERG MGT OPERATING SUPPLY	$500.00	$0.00	$500.00	$500.00	$0.00	100.00
10.4700.22.00.5 EMERG MGT FLOOD SUPPLY	$0.00	$332.39	$0.00	$0.00	$0.00	100.00
10.4700.34.00.5 EMERG MGT FLOOD COM	$0.00	$872.83	$0.00	$8,000.00	$8,000.00	100.00
10.4700.34.03.5 EMERG MGT TELE CELL &PAGER	$750.00	$87.12	$0.00	$0.00	$0.00	100.00
10.4700.40.00.5 EMERG MGT DUES/SUB/MTGS	$1,500.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.41.00.5 EMERG MGT TRAINING EXERCISE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.48.00.5 EMERG MGT PROP & LIAB INS	$277.00	$256.98	$0.00	$0.00	$0.00	100.00
10.4700.56.00.5 EMERG MGT FLOOD OTR PUR SRVC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.66.00.5 EMERG MGT FLOOD EQUIP RENTAL	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.68.00.5 EMERG MGT EQUIP REP & MAINT	$6,000.00	$3,136.78	$6,000.00	$6,000.00	$0.00	100.00
10.4700.70.00.5 EMERG MGT COPIER	$50.00	$23.33	$30.00	$0.00	($30.00)	0.00
10.4700.70.01.5 EMERG MGT COPIER PAPER	$50.00	$10.06	$10.00	$0.00	($10.00)	0.00
10.4700.74.00.5 EMERG MGT TRAVEL/TRANS	$500.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.83.00.5 EMERG MGT EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.4700.95.01.5 EMERG MGT PENSION INT EXP	$429.00	$429.04	$429.00	$429.00	$0.00	100.00
TOTAL 10.4700 EMERGENCY MANAGEMENT	**$20,380.00**	**$7,536.89**	**$6,969.00**	**$14,929.00**	**$7,960.00**	**214.22**

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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.5100 DPW STREETS						
10.5100.10.00.5 DPW ST SALARY & WAGES	$556,988.00	$517,561.50	$567,380.00	$591,691.00	$24,311.00	104.28
10.5100.11.00.5 DPW ST OVERTIME	$64,985.00	$83,752.92	$64,934.00	$71,748.00	$6,814.00	110.49
10.5100.15.01.5 DPW ST DENTAL INS	$5,578.00	$4,882.14	$5,757.73	$5,841.00	$83.27	101.45
10.5100.15.02.5 DPW ST FICA/MEDICARE	$45,404.00	$43,601.85	$45,984.00	$48,431.00	$2,447.00	105.32
10.5100.15.03.5 DPW ST HEALTH INS	$110,387.00	$99,239.05	$124,920.35	$118,986.00	($5,934.35)	95.25
10.5100.15.04.5 DPW ST IRS SECTION 125	$1,510.00	$953.29	$3,084.13	$2,044.00	($1,040.13)	66.27
10.5100.15.05.5 DPW ST- LT CARE INS	$651.00	($185.83)	$651.00	$0.00	($651.00)	0.00
10.5100.15.07.5 DPW ST CITY RETIREMENT	$37,318.00	$37,477.36	$37,365.00	$41,465.00	$4,100.00	110.97
10.5100.15.08.5 DPW ST LIFE, STD, LTD INS	$8,961.00	$7,689.13	$9,911.73	$10,794.00	$882.27	108.90
10.5100.15.09.5 DPW ST UNEMPLOYMENT INS	$1,508.00	$2,283.41	$3,366.00	$3,504.00	$138.00	104.10
10.5100.15.10.5 DPW ST WORKERS' COMP	$25,637.00	$20,376.59	$21,103.00	$16,488.00	($4,615.00)	78.13
10.5100.15.12.5 DPW ST PARKING FEE	$762.00	$1,362.00	$1,362.00	$0.00	($1,362.00)	0.00
10.5100.18.00.5 DPW ST UNIFRMS/PROT CLOTHING	$5,800.00	$4,352.43	$6,000.00	$6,400.00	$400.00	106.67
10.5100.20.00.5 DPW ST OFFICE SUPPLY	$3,200.00	$1,855.87	$2,200.00	$2,000.00	($200.00)	90.91
10.5100.20.01.5 DPW ST POSTAGE	$500.00	$268.80	$500.00	$300.00	($200.00)	60.00
10.5100.21.00.5 DPW ST OPERATING SUPPLY	$52,400.00	$52,775.99	$32,500.00	$35,200.00	$2,700.00	108.31
10.5100.21.01.5 DPW ST SALT-OPER SUPPLY	$191,400.00	$228,077.33	$191,400.00	$204,400.00	$13,000.00	106.79
10.5100.21.02.5 DPW ST SAND-OPER SUPPLY	$12,000.00	$6,862.54	$12,000.00	$10,000.00	($2,000.00)	83.33
10.5100.21.03.5 DPW ST BITUMINOUS MAT-SUMMER	$40,000.00	$65,045.04	$55,000.00	$56,424.00	$1,424.00	102.59
10.5100.21.04.5 DPW ST BITUMINOUS MAT-WINTER	$8,000.00	$9,745.48	$8,000.00	$7,000.00	($1,000.00)	87.50
10.5100.21.05.5 DPW ST CONCRETE	$0.00	$1,027.50	$23,500.00	$8,200.00	($15,300.00)	34.89
10.5100.23.00.5 DPW ST SMALL TOOLS & EQUIP	$500.00	$210.21	$600.00	$800.00	$200.00	133.33
10.5100.30.00.5 DPW ST ADVERTISING	$1,000.00	$1,041.70	$1,000.00	$1,200.00	$200.00	120.00
10.5100.34.03.5 DPW ST CELL PHONE & PAGER	$3,500.00	$1,887.41	$2,800.00	$2,800.00	$0.00	100.00
10.5100.40.00.5 DPW ST DUES/SUB/MTGS	$4,100.00	$1,851.90	$2,050.00	$2,600.00	$550.00	126.83
10.5100.48.00.5 DPW ST PROP & LIAB INS	$17,439.00	$13,934.71	$18,212.00	$17,709.00	($503.00)	97.24
10.5100.56.00.5 DPW ST OTR PUR SRVC	$26,000.00	$42,195.21	$24,000.00	$15,500.00	($8,500.00)	64.58
10.5100.56.01.5 DPW ST BRIDGE MAINTENANCE	$15,000.00	$10,224.34	$17,500.00	$15,000.00	($2,500.00)	85.71
10.5100.56.02.5 DPW ST CRACK SEAL MAINT	$15,000.00	$15,000.00	$17,500.00	$18,000.00	$500.00	102.86
10.5100.56.03.5 DPW ST ROADSIDE MOWING	$8,000.00	$4,300.00	$6,000.00	$6,000.00	$0.00	100.00
10.5100.56.04.5 DPW ST- ST LIGHT LEASES/SVC CHC	$91,200.00	$86,886.81	$91,200.00	$84,600.00	($6,600.00)	92.76
10.5100.56.05.5 DPW ST PAVEMT MARKING	$10,000.00	$4,893.35	$8,000.00	$8,500.00	$500.00	106.25
10.5100.56.08.5 DPW STREETS PUR SRV WATER FD	$0.00	$6,418.00	$0.00	$0.00	$0.00	100.00
10.5100.56.09.5 DPW STREETS PUR SRV SEWER FD	$0.00	$7,134.00	$0.00	$0.00	$0.00	100.00
10.5100.60.00.5 DPW ST PROFESSIONAL SVC	$3,600.00	$809.00	$4,000.00	$2,800.00	($1,200.00)	70.00
10.5100.60.01.5 DPW ST PROF SVC ELM ST SLIDE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5100.62.00.5 DPW ST PRINT & BINDING	$400.00	$357.45	$400.00	$400.00	$0.00	100.00

City of Montpelier
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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.5100.66.00.5 DPW ST OTHER RENTALS	$18,010.00	$40,375.50	$16,560.00	$19,250.00	$2,690.00	116.24
10.5100.66.01.5 DPW ST OTHER RENTAL-ELM ST SLII	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5100.67.00.5 DPW ST STREET MAINT	$8,000.00	$2,735.00	$8,000.00	$3,000.00	($5,000.00)	37.50
10.5100.68.00.5 DPW ST VEH/EQUIP MAINT	$200.00	$5,003.58	$200.00	$200.00	$0.00	100.00
10.5100.68.02.5 DPW ST METERED ST LIGHTS	$4,000.00	$2,411.90	$4,000.00	$4,000.00	$0.00	100.00
10.5100.68.03.5 DPW ST REPAIR PARTS-ST LIGHTS	$4,000.00	($1,997.77)	$4,000.00	$0.00	($4,000.00)	0.00
10.5100.70.00.5 DPW ST COPIER	$1,663.00	$1,501.14	$2,105.00	$2,670.00	$565.00	126.84
10.5100.70.01.5 DPW ST COPIER PAPER	$443.00	$632.48	$470.00	$780.00	$310.00	165.96
10.5100.72.00.5 DPW ST TAXES/LICENSE/REG	$800.00	$46.00	$800.00	$200.00	($600.00)	25.00
10.5100.74.00.5 DPW ST TRAVEL/TRANSP	$1,950.00	$1,375.05	$1,875.00	$1,500.00	($375.00)	80.00
10.5100.76.00.5 DPW ST UTILITIES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5100.76.01.5 DPW ST ELECTRIC	$22,500.00	$19,663.36	$22,500.00	$22,500.00	$0.00	100.00
10.5100.76.03.5 DPW ST TRASH REMOVAL	$6,000.00	$4,044.49	$6,000.00	$6,000.00	$0.00	100.00
10.5100.79.00.5 DPW ST MISC	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5100.83.00.5 DPW ST MACH & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5100.95.01.5 DPW ST PENSION INT EXP	$25,871.00	$25,870.64	$25,871.00	$25,871.00	$0.00	100.00
TOTAL 10.5100 DPW STREETS	**$1,462,165.00**	**$1,487,809.85**	**$1,502,561.94**	**$1,502,796.00**	**$234.06**	**100.02**
10.5300 DPW FLEET OPERATIONS						
10.5300.10.00.5 DPW FLEET OPS SALARY & WAGES	$144,630.00	$153,163.37	$153,762.00	$149,351.00	($4,411.00)	97.13
10.5300.11.00.5 DPW FLEET OPS OVERTIME	$4,089.00	$10,847.53	$4,296.00	$11,749.00	$7,453.00	273.49
10.5300.15.01.5 DPW FLEET OPS DENTAL INS	$231.00	$1,237.15	$1,365.19	$1,385.00	$19.81	101.45
10.5300.15.02.5 DPW FLEET OPS FICA/MEDICARE	$10,856.00	$12,050.36	$11,357.00	$12,782.00	$1,425.00	112.55
10.5300.15.03.5 DPW FLEET OPS HEALTH INS	$25,292.00	$19,795.82	$30,804.83	$30,353.00	($451.83)	98.53
10.5300.15.04.5 DPW FLEET OPS IRS SECTION 125	$343.00	$308.12	$731.27	$485.00	($246.27)	66.32
10.5300.15.05.5 DPW FLEET OPS LT CARE INS	$148.00	$61.52	$148.00	$0.00	($148.00)	0.00
10.5300.15.07.5 DPW FLEET OPS CITY RETIREMENT	$8,923.00	$9,980.36	$10,113.00	$10,944.00	$831.00	108.22
10.5300.15.08.5 DPW FLEET OPS LIFE, STD, LTD INS	$2,038.00	$2,167.60	$2,350.13	$2,559.00	$208.87	108.89
10.5300.15.09.5 DPW FLEET OPS UNEMPLOYMENT II	$368.00	$643.69	$792.00	$831.00	$39.00	104.92
10.5300.15.10.5 DPW FLEET OPS WORKERS' COMP	$7,688.00	$7,242.10	$6,628.00	$8,867.00	$2,239.00	133.78
10.5300.15.12.5 DPW FLEET OPS PARKING FEE	$144.00	$144.00	$144.00	$0.00	($144.00)	0.00
10.5300.18.00.5 DPW FLEET OPS PROT CLOTHING	$5,160.00	$3,567.02	$5,160.00	$6,020.00	$860.00	116.67
10.5300.20.00.5 DPW FLEET OPS OFFICE SUPPLY	$950.00	$1,157.39	$800.00	$1,000.00	$200.00	125.00
10.5300.20.01.5 DPW FLEET OPS POSTAGE	$75.00	$0.00	$50.00	$50.00	$0.00	100.00
10.5300.21.00.5 DPW FLEET OPS OPERATING SUPPL	$198,040.00	$216,494.93	$198,040.00	$238,163.00	$40,123.00	120.26
10.5300.21.01.5 DPW FLEET OPS INT FUEL REIMB	($48,600.00)	($35,347.37)	($30,000.00)	($54,553.00)	($24,553.00)	181.84
10.5300.21.02.5 DPW FLEET OPS OIL &ANTI-FREEZE	$3,500.00	$0.00	$2,700.00	$3,500.00	$800.00	129.63
10.5300.23.00.5 DPW FLEET OPS SMALL TOOLS & EC	$8,000.00	$5,725.67	$7,000.00	$5,000.00	($2,000.00)	71.43
10.5300.30.00.5 DPW FLEET OPS ADVERTISING	$700.00	$56.10	$500.00	$500.00	$0.00	100.00

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.5300.34.04.5 DPW FLEET OPS COMMUNICATIONS	$3,480.00	$15,538.16	$3,600.00	$4,180.00	$580.00	116.11
10.5300.38.00.5 DPW FLEET OPS DEPRECIATION	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5300.40.00.5 DPW FLEET OPS DUES/SUB/MTGS	$1,450.00	$172.30	$275.00	$300.00	$25.00	109.09
10.5300.48.00.5 DPW FLEET OPS PROP & LIAB INS	$4,129.00	$4,062.10	$4,318.00	$5,386.00	$1,068.00	124.73
10.5300.60.00.5 DPW FLEET OPS PROFESSIONAL SV	$570.00	$118.00	$570.00	$570.00	$0.00	100.00
10.5300.68.00.5 DPW FLEET OPS VEH/EQUIP MAINT	$139,000.00	$113,682.97	$117,000.00	$120,000.00	$3,000.00	102.56
10.5300.68.01.5 DPW FLEET OPS INTNL REP REIMB	($18,000.00)	($19,204.41)	($20,000.00)	($20,000.00)	$0.00	100.00
10.5300.70.00.5 DPW FLEET OPS COPIER	$407.00	$345.26	$500.00	$609.00	$109.00	121.80
10.5300.70.01.5 DPW FLEET OPS COPIER PAPER	$108.00	$148.22	$110.00	$0.00	($110.00)	0.00
10.5300.72.00.5 DPW FLEET OPS TAXES/LIC/REG	$250.00	$82.00	$250.00	$250.00	$0.00	100.00
10.5300.74.00.5 DPW FLEET OPS TRAVEL/TRANS	$250.00	$0.00	$200.00	$250.00	$50.00	125.00
10.5300.83.00.5 DPW FLEET OPS MACH & EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.5300.95.01.5 DPW FLEET OPS PENSION INT EXP	$6,328.00	$6,328.22	$6,328.00	$6,328.00	$0.00	100.00
TOTAL 10.5300 DPW FLEET OPERATIONS	**$510,547.00**	**$530,568.18**	**$519,892.42**	**$546,859.00**	**$26,966.58**	**105.19**
10.5310 DPW BUILDING OPERATIONS						
10.5310.21.00.5 DPW BLDG OPS OPERATING SUPPLY	$2,500.00	$2,118.15	$2,500.00	$2,500.00	$0.00	100.00
10.5310.23.00.5 DPW BLDG OPS SMALL TOOLS &EQU	$0.00	$18.47	$0.00	$520.00	$520.00	100.00
10.5310.34.00.5 DPW BLDG OPS COM	$850.00	$0.00	$850.00	$850.00	$0.00	100.00
10.5310.56.00.5 DPW BLDG OPS OTR PUR SRVC	$6,000.00	$5,225.00	$6,500.00	$6,000.00	($500.00)	92.31
10.5310.69.00.5 DPW BLDG OPS BLDG/GRNDS MAINT	$8,500.00	$12,224.59	$9,000.00	$9,750.00	$750.00	108.33
10.5310.72.00.5 DPW BLDG OPS TAXES/LIC/REG	$400.00	$200.00	$400.00	$400.00	$0.00	100.00
10.5310.76.01.5 DPW BLDG OPS ELECTRIC	$9,600.00	$11,260.81	$10,000.00	$10,800.00	$800.00	108.00
10.5310.76.02.5 DPW BLDG OPS HEATING FUEL	$22,500.00	$12,423.51	$22,500.00	$26,700.00	$4,200.00	118.67
10.5310.76.03.5 DPW BLDG OPS TRASH REMOVAL	$3,000.00	$1,318.47	$1,500.00	$1,500.00	$0.00	100.00
10.5310.76.04.5 DPW BLDG OPS IN HOUSE UTILITIES	$3,000.00	$2,272.50	$3,000.00	$3,000.00	$0.00	100.00
10.5310.76.05.5 DPW BLDG OPS PROPANE	$4,000.00	$6,245.94	$4,900.00	$6,000.00	$1,100.00	122.45
10.5310.82.00.5 DPW BLDG OPS CAPITAL IMPROV	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.5310 DPW BUILDING OPERATIONS	**$60,350.00**	**$53,307.44**	**$61,150.00**	**$68,020.00**	**$6,870.00**	**111.23**

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.7270 WRIGHTSVILLE BEACH FUNDS						
10.7270.44.00.5 WRIGHTSVILLE BEACH CONTRIB	$4,007.00	$4,006.50	$4,007.00	$4,007.00	$0.00	100.00
TOTAL 10.7270 WRIGHTSVILLE BEACH FUNDS	**$4,007.00**	**$4,006.50**	**$4,007.00**	**$4,007.00**	**$0.00**	**100.00**
10.7800 AGENCY CONTRIBUTION						
10.7800.44.00.5 AGENCY CONTRIB ON BALLOT ITEM	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.7800.45.00.5 OUTSIDE AGENCY CONTRIB	$118,675.00	$118,675.00	$98,675.00	$0.00	($98,675.00)	0.00
TOTAL 10.7800 AGENCY CONTRIBUTION	**$118,675.00**	**$118,675.00**	**$98,675.00**	**$0.00**	**($98,675.00)**	**0.00**
10.7900 LIBRARY CONTRIBUTION						
10.7900.00.00.5 KELLOGG HUBBARD LIBRARY CONT	$293,975.00	$293,975.00	$293,975.00	$293,975.00	$0.00	100.00
TOTAL 10.7900 LIBRARY CONTRIBUTION	**$293,975.00**	**$293,975.00**	**$293,975.00**	**$293,975.00**	**$0.00**	**100.00**
10.8000 COMMUNITY ENHANCEMENT						
10.8000.00.00.5 COM ENH ARTS GRANT PROGRAM	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$0.00	100.00
10.8000.00.01.5 COM ENH VT LOCAL GREEN UP DAY	$300.00	$300.00	$300.00	$300.00	$0.00	100.00
10.8000.00.02.5 COM ENH MDCA	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$0.00	100.00
10.8000.00.04.5 COM ENH JULY 4 CELEBRATION	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	100.00
10.8000.00.12.5 COM ENH FALL-WINTER CELEBR	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$0.00	100.00
10.8000.00.15.5 COM ENH WOOD ART GALLERY	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$0.00	100.00
10.8000.00.16.5 COM ENH CAPITAL CITY BAND	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$0.00	100.00
10.8000.00.17.5 COM ENH DIVERSION	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.8000.00.18.5 COM ENH WELCOME LEGISLATORS	$1,500.00	$1,465.82	$1,500.00	$1,500.00	$0.00	100.00
10.8000.00.19.5 COM ENH HOLIDAY LIGHTS	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$0.00	100.00
10.8000.00.20.5 COM ENH JUSTICE CENTER	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.8000.00.21.5 COMMUNITY ENHANCEMENT USS M	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$0.00	100.00
TOTAL 10.8000 COMMUNITY ENHANCEMENT	**$48,800.00**	**$48,765.82**	**$48,800.00**	**$48,800.00**	**$0.00**	**100.00**

City of Montpelier
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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.8130 TREE MANAGEMENT						
10.8130.10.00.5 TREE MANAGEMENT SALARIES & W/	$15,270.00	$22,881.98	$16,494.00	$17,550.00	$1,056.00	106.40
10.8130.15.01.5 TREE MANAGEMENT DENTAL INSUR.	$0.00	$104.32	$150.00	$211.00	$61.00	140.67
10.8130.15.02.5 TREE MANAGEMENT FICA/MEDICARI	$1,115.00	$1,698.16	$1,160.00	$1,281.00	$121.00	110.43
10.8130.15.03.5 TREE MANAGEMENT HEALTH INSUR	$0.00	$610.89	$3,375.00	$4,619.00	$1,244.00	136.86
10.8130.15.04.5 TREE MANAGEMENT IRS SECTION 1:	$0.00	$0.00	$80.00	$74.00	($6.00)	92.50
10.8130.15.05.5 TREE MANAGEMENT LONG TERM C/	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.8130.15.07.5 TREE MANAGEMENT CITY RETIREMI	$0.00	$589.20	$1,032.00	$1,097.00	$65.00	106.30
10.8130.15.08.5 TREE MANAGEMENT LIFE, STD, LTD	$0.00	$329.53	$257.00	$390.00	$133.00	151.75
10.8130.15.09.5 TREE MANAGEMENT UNEMPLOYMEI	$63.00	$97.85	$80.00	$127.00	$47.00	158.75
10.8130.15.10.5 TREE MANAGEMENT WORKERS' COI	$803.00	$757.36	$716.00	$911.00	$195.00	127.23
10.8130.23.00.5 TREE MANAGEMENT SMALL TOOLS	$1,000.00	$0.00	$1,000.00	$1,200.00	$200.00	120.00
10.8130.30.00.5 TREE MANAGEMENT ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.8130.48.00.5 TREE MANAGEMENT PROPERTY & L	$623.00	$578.18	$435.00	$820.00	$385.00	188.51
10.8130.56.00.5 TREE MANAGEMENT OTR PUR SRVC	$5,000.00	$1,677.87	$5,000.00	$5,000.00	$0.00	100.00
10.8130.70.00.5 TREE MANAGEMENT COPIER	$69.00	$49.58	$75.00	$93.00	$18.00	124.00
10.8130.70.01.5 TREE MANAGEMENT COPIER PAPER	$18.00	$26.45	$15.00	$0.00	($15.00)	0.00
10.8130.82.00.5 TREE MANAGEMENT CAP IMP- WARI	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.8130.95.01.5 PENSION INTEREST EXP-WARDEN	$1,073.00	$1,072.58	$1,073.00	$1,073.00	$0.00	100.00
TOTAL 10.8130 TREE MANAGEMENT	**$25,034.00**	**$30,473.95**	**$30,942.00**	**$34,446.00**	**$3,504.00**	**111.32**
10.8135 TREE BOARD						
10.8135.21.00.5 TREE BOARD TREE NURSERY	$0.00	$45.94	$0.00	$2,000.00	$2,000.00	100.00
10.8135.79.00.5 TREE BOARD MISC GRANT EXPENSI	$2,000.00	$1,415.10	$1,750.00	$0.00	($1,750.00)	0.00
TOTAL 10.8135 TREE BOARD	**$2,000.00**	**$1,461.04**	**$1,750.00**	**$2,000.00**	**$250.00**	**114.29**
10.8300 CONSERVATION COMMISSION						
10.8300.56.00.5 CONSERVATION OTR PUR SRVC	$2,750.00	$500.00	$2,250.00	$3,250.00	$1,000.00	144.44
10.8300.79.00.5 CONSERVATION MISCELLANEOUS PI	$3,500.00	$1,587.92	$3,500.00	$3,500.00	$0.00	100.00
10.8300.93.00.5 CONSERVATION BUDGET XFER TO R	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.8300 CONSERVATION COMMISSION	**$6,250.00**	**$2,087.92**	**$5,750.00**	**$6,750.00**	**$1,000.00**	**117.39**
10.9100 DEBT SERVICE						
10.9100.90.00.5 DEBT SERVICE PRINCIPAL PAYMENT	$435,000.00	$435,000.00	$435,000.00	$425,000.00	($10,000.00)	97.70
10.9100.91.00.5 DEBT SERVICE INTEREST PAYMENT:	$212,691.00	$215,960.26	$223,976.00	$206,138.00	($17,838.00)	92.04
10.9100.92.00.5 DEBT SERVICE ENERGY IMPROV LE/	$37,126.00	$37,126.08	$37,126.00	$37,126.00	$0.00	100.00
10.9100.92.01.5 DEBT SERVICE ENERGY AUDIT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9100.92.02.5 DEBT SERVICE BOND ISSUANCE EXI	$0.00	$600.00	$3,200.00	$3,200.00	$0.00	100.00
TOTAL 10.9100 DEBT SERVICE	**$684,817.00**	**$688,686.34**	**$699,302.00**	**$671,464.00**	**($27,838.00)**	**96.02**

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	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.9200 ADMIN COPIER & POSTAGE						
10.9200.20.00.5 PHOTOCOPIES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9200.20.01.5 ADMIN POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9200.20.02.5 ADMIN OTHER SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9200.70.00.5 ADMIN COPIER LEASE PAYMENT	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9200.70.01.5 ADMIN COPIER PAPER	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.9200 ADMIN COPIER & POSTAGE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**100.00**
10.9300 OTHER GOVERNMENTAL						
10.9300.72.00.5 OTHR GOVT- WASH COUNTY TAX	$70,385.00	$70,385.00	$54,447.00	$54,447.00	$0.00	100.00
10.9300.72.01.5 OTHR GOVT - SOLID WASTE DIST FE	$24,199.00	$16,873.50	$15,520.00	$15,520.00	$0.00	100.00
10.9300.72.02.5 OTHR GOVT - GRN MTN TRANSIT	$29,371.00	$29,371.00	$69,371.00	$29,371.00	($40,000.00)	42.34
10.9300.72.03.5 OTHR GOVT - CENTRAL VT REG PLA	$8,382.00	$8,381.10	$8,382.00	$8,248.00	($134.00)	98.40
10.9300.72.04.5 OTHR GOVT - VT LEAGUE OF CITIES	$7,400.00	$8,072.00	$8,251.00	$8,251.00	$0.00	100.00
TOTAL 10.9300 OTHER GOVERNMENTAL	**$139,737.00**	**$133,082.60**	**$155,971.00**	**$115,837.00**	**($40,134.00)**	**74.27**
10.9390 TRANSFERS TO OTHER FUNDS						
10.9390.00.00.5 XFER TO JUSTICE CENTER	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9390.93.00.5 XFER TO WATER FUND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9390.94.00.5 XFER TO SEWER FUND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9390.96.00.5 XFER CEMETERY PROP TAX	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9390.96.01.5 XFER TO CEMETERY CIP	$0.00	$0.00	$0.00	$22,000.00	$22,000.00	100.00
10.9390.96.02.5 XFER CEMETERY SMALL PARKS	$23,000.00	$23,000.00	$27,900.00	$27,900.00	$0.00	100.00
10.9390.96.04.5 XFER CEMETERY OPERATIONS	$92,445.00	$92,445.00	$109,129.00	$95,855.00	($13,274.00)	87.84
10.9390.97.00.5 XFER TO PARKING FUND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9390.98.00.5 XFER TO CAPITAL PROJECTS	$422,509.00	$445,332.00	$491,024.00	$459,434.00	($31,590.00)	93.57
10.9390.99.00.5 XFER PARK OPERATIONS	$96,633.00	$96,633.00	$112,407.00	$130,035.00	$17,628.00	115.68
10.9390.99.01.5 XFER PARKS CIP	$6,000.00	$6,000.00	$3,500.00	$13,935.00	$10,435.00	398.14
10.9390.99.02.5 XFER PARKS EQUIPMENT	$1,750.00	$1,750.00	$14,600.00	$6,000.00	($8,600.00)	41.10
10.9390.99.03.5 XFER TO HOUSING TRUST	$26,000.00	$26,000.00	$41,000.00	$0.00	($41,000.00)	0.00
10.9390.99.04.5 XFER TO SENIOR CENTER	$125,707.00	$125,707.00	$125,707.00	$116,372.00	($9,335.00)	92.57
TOTAL 10.9390 TRANSFERS TO OTHER FUND	**$794,044.00**	**$816,867.00**	**$925,267.00**	**$871,531.00**	**($53,736.00)**	**94.19**
10.9400 EQUIPMENT PLAN						
10.9400.82.00.5 EQUIP PLAN - CAPITAL OUTLAY-ENEI	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9400.83.01.5 EQUIP PLAN - DPW	$113,164.00	$124,979.73	$163,164.00	$258,164.00	$95,000.00	158.22
10.9400.83.02.5 EQUIP PLAN - POLICE	$28,300.00	$26,424.85	$53,000.00	$44,300.00	($8,700.00)	83.58
10.9400.83.03.5 EQUIP PLAN - FIRE	$10,000.00	$9,851.88	$34,300.00	$26,200.00	($8,100.00)	76.38
10.9400.83.04.5 EQUIP PLAN - CLERK	$6,500.00	$6,703.52	$0.00	$0.00	$0.00	100.00

City of Montpelier
GENERAL FUND FY 2013 Budget Overview

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
10.9400.83.05.5 EQUIP PLAN - TECHNOLOGY	$49,534.00	$49,699.13	$39,534.00	$49,534.00	$10,000.00	125.29
10.9400.83.06.5 EQUIP PLAN- PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9400.83.07.5 EQUIP PLAN - FINANCE SOFTWARE	$0.00	$1,264.74	$0.00	$0.00	$0.00	100.00
10.9400.83.08.5 EQUIP PLAN - CITY HALL	$0.00	$0.00	$0.00	$6,066.00	$6,066.00	100.00
TOTAL 10.9400 EQUIPMENT PLAN	**$207,498.00**	**$218,923.85**	**$289,998.00**	**$384,264.00**	**$94,266.00**	**132.51**
10.9900 EMPLOYEE BENEFITS						
10.9900.15.03.5 EMPLOYEE BENEFITS HLTH REIMB A	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9900.15.04.5 EMPLOYEE BENEFITS FLEX SPENDII	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9900.15.05.5 EMPLOYEE BENEFITS HRA/FSA ADM	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9900.48.00.5 EMPLOYEE BENEFITS P&C INSURAN	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9900.48.01.5 EMPLOYEE BENEFITS PC - DEDUCTI	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9900.79.00.5 EMPLOYEE BENEFITS MISCELLANE(	$0.00	$983.21	$0.00	$0.00	$0.00	100.00
10.9900.80.00.5 EMPLOYEE BENEFITS EMPLOYEE W	$0.00	$5,700.00	$0.00	$0.00	$0.00	100.00
10.9900.95.00.5 EMPLOYEE BENEFITS VMERS PAYOI	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.9900 EMPLOYEE BENEFITS	**$0.00**	**$6,683.21**	**$0.00**	**$0.00**	**$0.00**	**100.00**
10.9951 GF MISC EXP						
10.9951.60.00.5 MISC USE OF GF FUND BALANCE	$0.00	$64,141.50	$0.00	$0.00	$0.00	100.00
10.9951.79.00.5 MISC MISCELLANEOUS EXP	$0.00	$1,049.25	$0.00	$0.00	$0.00	100.00
10.9951.80.00.5 MISC PURCHASE OF LAND	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
10.9951.93.00.5 MISC USE OF RECORDS RESERVE	$0.00	$0.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.9951 GF MISC EXP	**$0.00**	**$65,190.75**	**$0.00**	**$0.00**	**$0.00**	**100.00**
10.9961 TAX ABATEMENTS/CREDITS						
10.9961.00.00.5 TAX ABATEMENTS/SPRINKLER	$50,000.00	$55,290.24	$53,000.00	$56,000.00	$3,000.00	105.66
TOTAL 10.9961 TAX ABATEMENTS/CREDITS	**$50,000.00**	**$55,290.24**	**$53,000.00**	**$56,000.00**	**$3,000.00**	**105.66**
10.9962 GF MISC EXP						
10.9962.00.00.5 MISC A/R BAD DEBT WO	$0.00	$8,800.00	$0.00	$0.00	$0.00	100.00
TOTAL 10.9962 GF MISC EXP	**$0.00**	**$8,800.00**	**$0.00**	**$0.00**	**$0.00**	**100.00**
TOTAL GENERAL FUND EXPENDITURES	**$10,376,887.00**	**$10,647,727.68**	**$10,862,379.17**	**$10,929,853.00**	**$67,473.83**	**100.62**

	Adopted Budget 2011	Actual 2011 (Unaudited)	Adopted Budget 2012	Proposed Budget 2013	Difference	Difference %
GENERAL FUND NET EXCESS / (DEFICIT) REVENUE OVER EXPENDITURE	$2.00	$154,535.21	$0.00	$0.00	$0.00	
RESERVE ADJUSTMENT		$130,542.00				
ALLOWANCE FOR 15% LOCAL FUNDS NEEDED FOR MAY 2011 STORM DAMAGE		($150,000.00)				100.00
ADJUSTED NET EXCESS / (DEFICIT) REVENUE OVER EXPENDITURE		$135,077.21				
GENERAL FUND UNRESERVED/UNDESIGNATED FUND BALANCE 6/30/2010		$820,093.00				
GENERAL FUND UNRESERVED/UNDESIGNATED FUND BALANCE 6/30/2011		$955,170.21				

City of Montpelier, Vermont

TO: City Council Members
William Fraser, City Manager

FROM: Sandy Gallup, Finance Director

DATE: January 6, 2012

SUBJECT: June 30, 2011 Fund Balances – Pre-audit

Note: Governmental Auditing Standards for fund balance reporting and governmental fund type definitions changed for the fiscal year ending June 30, 2011

The Governmental Standards Board issued Statement No. 54,Fund Balance Reporting and Governmental Fund Type Definitions to address issues related to how fund balance was being reported.

For the Governmental Activities, fund balances that had previously been identified as reserved, designated and undesignated will be classified in five new categories. These new classifications are based on the relative strength of the spending constraints placed on the purposes for which the resources can be used. The new classifications are nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance and unassigned fund balance. Unassigned fund balances are reported only in the general fund.

General Fund:

During fiscal year 2011, the General Fund reported a net increase in the fund balance of $154,635. This includes all categories of fund balances including nonspendable, restricted, committed, assigned and unassigned.

The General Fund balances totaled $1,643,045 as of June 30, 3011. The fund balances that are nonspendable, restricted, committed and assigned totaled $526,644. These fund balances are either nonspendable or have spending constraints placed on the purposes for which they can be used. **This leaves an unassigned fund balance of $1,116,404 which is $342,017 higher than the prior year's unrestricted and undesignated fund balance.**

General Fund Balance Summary – Unassigned Fund Balance

Unassigned Fund Balance 6/30/3010	**$ 774,387**
FY 11 increase in Fund Balance	**342,017**
Unassigned Fund Balance 6/30/2011	**$1,116,404**
Allowance for May Storm Flood Damage	**(150,000)**
Budgeted Use of Fund Balance FY12	**(149,275)**
Adjusted Unassigned Fund Balance	**$ 817,129**

Target General Fund Balance per Fund Balance Policy: $1,557,000

General Fund Budgetary Highlights

Revenue exceeded the budget by $256,762. A significant part of the unbudgeted revenue is $157,213 in unanticipated State Payment in Lieu of Taxes revenue. Other notable revenue exceeding budget are Fire/EMS federal grant revenue of $71,930 and additional Ambulance Call Charges of $49,263.

Expenditures exceeded the budget by $92,804. Some of the significant unbudgeted expenditures are $56,977 for Fire/EMS grant expense which is offset by unbudgeted grant revenue. Also, the City Council authorized $39,742 of previous year fund balance to be spent on management and capital needs assessment studies. Other notable expenditures that exceeded the budget are City Manager Legal Services, Finance Salaries, Department of Public Works Operating Supplies and Small Equipment. Expenditures that were significantly less than the budgeted amount were 58 Barre Street Building Maintenance and Finance Professional Accounting Services. Planning Department Salaries were under the budgeted amount due to time spent on federal grant management.

Other Financing Sources (Uses) exceeded the budget by $9,323. This variance was due to $13,000 proceeds for the sale of land and the use of $22,823 in Park Impact Fees for the Turntable Park project.

Due to the new fund balance standards, the Tree Board ($3253) and the Conservation Commission ($8,531) “reserve” funds were disallowed in FY11 and were transferred to the unassigned fund balance category.

A major flooding event occurred in the City of Montpelier on May 27, 2011 which caused as substantial damage to the City streets, culverts and drainage systems. The event qualifies for Federal Highway, Federal Emergency Management Agency and State grant funding. **As of June 30, 2011, it is estimated that the City’s share of the cost of flood damage repairs may be as high as $150,000**. The actual amount of local funding is subject to future grant agreements with federal and state agencies.

Other Major Funds:

The Capital Projects Fund ended the year with fund balances of $1,969,272 which was $553,111 higher than the prior year fund balances of $1,416,161. $816,893 of these funds are restricted by bonding constraints and impact fee ordinances. Much of this increase in the Capital Projects fund balance is related to the fire insurance proceeds for 58 Barre Street property.

The Water Fund ended the year with net assets of $8,735,856 which was $29,878 less than the prior year balance of $8,765,734. Of the total net asset balance, $9,355,089 is invested in property and equipment. This leaves an unrestricted deficit of $619,233 to be recovered in future periods. This unrestricted deficit is $43,776 less than the $663,009 unrestricted deficit as of June 30, 2010. $297,500 of this unrestricted deficit is debt related to the refinancing of the unfunded pension liability. Principal repayments on this debt are not due until November, 2017.

The Sewer Fund ended the year with net assets of $10,926,482, which was $618,359 higher than the prior year balance of $10,308,123. Of the total net asset balance, $11,067,351 is invested in property and equipment. This leaves an unrestricted deficit of $140,869 to be recovered in future periods. Included in this deficit is $402,500 in debt related to the refinancing of the unfunded pension liability. Principal repayments on this debt are not due until November, 2017.

The Parking Fund ended the year with net assets of $317,872, which was $11,093 lower than the prior year balance of $328,965. Of the total net asset balance, $324,901 is invested in property and equipment and $41,170 is restricted for various projects. This leaves a deficit of $48,199 to be recovered in future periods. Included in this deficit is $192,500 in debt related to the refinancing of the unfunded pension liability. Principal repayments on this debt are not due until November, 2017.

PROCUREMENT AGREEMENT
BETWEEN
THE STATE OF VERMONT
AND
THE CITY OF MONTPELIER

THIS AGREEMENT, dated the ___ day of January, 2012, by and between the State of Vermont, acting through its Department of Buildings and General Services ("the State"), and the City of Montpelier, Vermont ("the City"), sometimes referred to collectively as "the Parties" or individually as "Party."

Recitations

WHEREAS, on June 9, 2011, the Parties executed a Memorandum of Understanding (the "MOU") that provided, *inter alia*, that the State would replace and update the existing heating system that serves the Capital Complex with a biomass fueled heating boiler plant and related system to be fueled primarily by biomass and use #2 fuel oil as a secondary and emergency fuel; and

WHEREAS, on even date herewith, the parties are entering into a Sub-recipient Agreement (the "Sub-recipient Agreement") which provides, *inter alia*, for the City's administration of and the State's reimbursement from the DOE Grant (as defined in the Sub-Recipient Agreement) and a Thermal Energy Purchase and Sale Agreement (the "Purchase and Sale Agreement") which provides, *inter alia*, for the sale by the State to the City of the City's initial allocated share of the State Heat Plant Capacity of 9.71 Million BTU/Hour (the "Initial Contracted Capacity") and associated Energy (as defined in the Purchase and Sale Agreement); and

WHEREAS, the Sub-recipient Agreement further provides for the allocation of a portion of the DOE Grant for the construction of the State Heat Plant.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase and Sale Agreement.

Section 1. Purpose

The purpose of this Agreement is to describe and set forth the terms by which the City will make payment to the State for the Initial Contracted Capacity, which is 24.16% of total State Heat Plant Capacity.

Section 2. Construction Obligations

(a) The State

The State will have the sole responsibility to plan, design, construct and own the State Heat Plant in accordance with its policies and procedures, consistent with good engineering standards to serve the identified needs of the State and City. For its part, the State will update its existing heat plant to a modern biomass fueled facility as described in Section 3 below.

The State will be responsible for obtaining all State and local permits and approvals required for construction and operation of the State Heat Plant. The State is solely responsible for all safety and environmental regulations relating to the construction, operation and maintenance of the State Heat Plant.

(b) The City.

The City will have the sole responsibility to plan, design, construct, own and manage the City Distribution System in accordance with its policies and procedures, consistent with good engineering standards to serve the identified needs of the City and State. Upon completion of construction, the City will own, manage, operate and maintain the steam-to-hot-water energy conversion equipment (thermal conversion unit), which will thereafter be a part of the City's Distribution System. For its part, the City will plan, design, construct, own, operate and maintain the City Distribution System suitable to serving the needs of the City Owned and Served Buildings.

The City Distribution System will consist of the City's piping system and equipment to distribute the hot water including the energy conversion equipment (thermal conversion unit), and all other equipment and machinery necessary to connect and distribute the Energy to the City Owned and Served Buildings.

The City will be responsible for all State and Local permits and approvals for construction of the City Distribution System and for all safety and environmental regulations relating to the construction, operation and maintenance of the City Distribution System.

Section 3. The State Heat Plant

The State Heat Plant will consist of the necessary boilers, boiler auxiliary equipment, fuel conveyance and storage, ash collection and disposal systems, thermal conversion unit(s) (which will be owned, operated and maintained by the City upon the completion of construction), and building structures necessary to the safe and efficient operation and maintenance of a modern steam boiler plant. The State Heat Plant will be designed to primarily be fueled by biomass and use #2 fuel oil as a secondary and emergency fuel source.

The State Heat Plant will be constructed on the site of the State's existing boiler plant behind 120 State Street on the Capital Complex. Two new 600 HP dual fueled boilers, each with a rated capacity of 20.1 Million BTU/hour will be installed. In addition, the newer of the existing oil boilers will be relocated and modified to operate on #2 fuel oil (the existing heat plant currently uses # 6 fuel oil).

A space will be reserved in the new State Heat Plant to accommodate at a later date an additional boiler with a rated capacity of 600 HP as a means to serve long-term growth in the State and City heating loads. The plant design will, to the degree reasonable, incorporate the necessary auxiliary equipment and fuel handling systems for this subsequent Capacity. The steam boilers will be rated to operate at 400 PSIG, but will be operated at no more than 100 PSIG until such time as electric power-producing equipment is installed in the plant. The 400 PSIG rated pressure will support electric generation via a backpressure turbine generator at a later date. The State, in its sole discretion and at its own incremental cost, may elect to add and operate electric generating equipment to the State Heat Plant. The State Heat Plant systems will be designed to deliver energy to the City's Distribution System at 50 PSIG. The total net capacity of the State Heat Plant will be 40.2 Million BTU/hr (not including backup boiler capacity).

Section 4. Cooperation.

(a) The Parties agree to work together to obtain all necessary federal approvals. The Parties agree to cooperate with each other in obtaining required regulatory permits and approvals.

(b) Each Party shall provide the other Party with any information that the Party may have that is reasonably required by the other Party in planning, designing, constructing, owning, managing, operating, and maintaining its portion of the Project.

(c) The State and the City shall mutually agree on the final engineering design of each of the State Heat Plant and the City Distribution System, but shall only have that right to the extent required to ensure compatibility between the State Heat Plant and the City Distribution System and the timing of the estimated initial delivery of Energy to the City, whether for purposes of start-up, testing or otherwise.

(d) Each Party will exercise good faith toward the other in connection with the tasks required by each to advance the business relationship contemplated by this Agreement.

(e) In the event of termination of this Agreement, each Party shall deliver to the other such engineering designs and drawings, and permit applications and permit approvals as may be required by the other Party. Further, each Party agrees to cooperate with the other to assist with the continuation of its respective portion of the Project and the recovery of any Department of Energy grant funds. Other than Department of Energy grant funds, and subject to Subsection 5(c) hereof, each Party agrees to be responsible for its own expenses and costs through the date of termination, as well as any remaining residual costs and expenses to terminate its participation in the Project.

Section 5. Construction Costs

(a) The Parties agree that the total estimated budgeted cost of the State Heat Plant, exclusive of City owned equipment and structures, is $15,293,698. This amount is estimated to be comprised of the State Contribution (defined below), the DOE Grant Allocation (described below) and the City Contribution (described below). The State contribution shall be comprised of a $7,000,000 appropriation and additional State contributions of $1,163,744 of in-kind and asset value and $246,373 in feasibility study work (together, the "State Contribution") equal to 54.99% of the budgeted cost of constructing the State Heat Plant. The Parties further agree that the total estimated cost of the City Distribution System is $ 4,866,419. This amount excludes the costs of the heat exchangers to be constructed by the State, but includes the cost of conversion fort the High School and the Elementary School.

(b) DOE Grant Allocation. The $8,000,000 DOE Grant will be allocated as follows: (i) $3,248,664 to reimburse the State for its share of the total State Heat Plant cost (equal to 21.24% of total State Heat Plant cost); (ii) $2,558,118 (equal to 16.73% of the budgeted cost of constructing the State Heat Plant), constituting a portion of the consideration for the City's Initial Contracted Capacity; and (iii) the balance of $2,193,218 to reimburse the City for its costs of the City Distribution System.

(c) City Contribution. The City will pay to the State from City funds $1,076,799 equal to 7.04% of the budgeted cost of constructing the State Heat Plant (the "City Contribution"). The State will provide an accounting of the cost of construction of the State Heat Plant as design and construction progresses on the same schedule as the State requests reimbursement from the DOE Grant funds in accordance with the Sub-Recipient Agreement, but no less than quarterly. The State's accounting will take the form of an invoice to the City for the City's allocated share of State Heat Plant costs. In the event that the Project is terminated and the State's accounting indicates a balance due the City, the State will return any unallocated balance to the City.

(d) Installments of the City Contribution shall be made to the State by wire transfer not less than ten (10) Business Days following receipt of the State's request for payment. The State will provide the City with the appropriate electronic funds transfer information.

(e) The City may contribute the City Contribution (as defined in subsection (c) above) in whole or in part in advance of design and construction expenditures by the State. Payments made in advance by the City will be accounted for by the State as a credit balance with expenditures deducted for the City's allocated share of State Heat Plant costs as work progresses. The State will maintain an accounting of City payments and make that accounting available to the City at the time the State requests reimbursement from the DOE Grant in accordance with the Sub-Recipient Agreement.

(f) The City shall have an Initial Contracted Capacity of 9.71 MMBTU/Hour, or 24.16% of the total net capacity of the State Heat Plant.

(g) If at any time during the development of the Project a Party determines that the total estimated budgeted costs of the State Heat Plant and/or the City Distribution System are likely to be above or below the total estimated budgeted amounts set forth above in Section 5(A) and 5(B), the Parties shall promptly meet and in good faith attempt to mutually agree upon budget adjustments appropriate to the Project.

(h) Reconciliation of Construction Cost.

(i) Upon completion of construction and commercial operation of the State Heat Plant, the State will prepare a final accounting of the cost of construction and placing the State Heat Plant into service.

(ii) In the event that the final accounting indicates a higher than budgeted cost, the State and City shall promptly meet and in good faith attempt to mutually agree upon the best course of action for sharing such cost overrun, taking into account such factors as State and City budgets, available sources of funding, the potential for adjusting the cost of future Capacity purchases by the City and the potential for adjustment of the respective shares of State and City Capacity.

(iii) In the event that the final accounting indicates a lower than budgeted cost, the State and the City will share the difference as follows: 1.) first, to the extent the State Contribution exceeds 50% of the total State Heat Plant construction cost , the State will retain an amount of the difference between the budgeted and final cost necessary to reduce the State Contribution to an amount equal to 50% of total State Heat Plant cost, 2.) At the point that State has recovered construction cost savings such that the State Contribution equals 50% of the total construction cost, any balance remaining will be allocated to the State and City in proportion to their pro-rata share of total State Heat Plant Capacity.

(iv) The State and the City each reserve the right to seek additional funding from any other source in connection with the completion of the Project.

(v) The percentage shares of total State Heat Plant cost set forth herein shall be used for purposes of requesting DOE Grant reimbursement and may be restated only as the Parties may otherwise agree in accordance with subsections (g) and (h)(ii) and (iii) above.

Section 6. Notices

A notice given by either Party to this Agreement shall be sufficient if sent In accordance with Section 18 of the Purchase and Sale Agreement.

Section 7. Authority of the Signatory

Each of the Parties to this Agreement represents and warrants to the other that it has the authority to bind itself to all of the commitments set forth in this Agreement. This

Agreement is governed by the laws of the State of Vermont.

STATE OF VERMONT
DEPARTMENT OF BUILDINGS
AND GENERAL SERVICES

Date:____________________

By: ________________________

Name: _____________________

Title: ______________________

CITY OF MONTPELIER

Date: ___________________

By: _____________________

Name: ___________________

Title: _____________________

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
GENERAL FUND									
DPW FLEET OPERATIONS 10-9400-83.01									
Mobile/Vehicle Equipment									
Dump Truck # 1	$55,000					$ 64,000			
Dump Truck #2									
Dump Truck #3		$47,000					$ 66,000		
Dump Truck # 4							$ 98,000		
Dump Truck # 6						$ 97,000			
Dump Truck # 7				$ 60,000					$ 70,000
Dump Truck #10				$ 10,000					
Dump Truck # 9								$ 100,000	
Sidewalk Plow #12				$ -	$ 125,000				
Sidewalk Plow # 13									
Sidewalk Plow # 14									
Sidewalk Plow # 15							$ 100,000		
Dump Truck # 16					$ 100,000				
Dump Truck # 17							$ 99,000		
Dump Truck # 21	$57,000					$ 64,000			
Pickup Truck # 30				$ -	$ 20,000				
Pickup Truck #23		$28,000					$ 29,000		
Pickup Truck # 24						$ 22,000			
Dump Truck # 25				$ 60,000					$ 70,000
Backhoe # 29						$ 72,000			
Grader #31	$45,000	$38,164	$38,164	$ 38,164	$ 38,164				
Loader #34								$ 130,000	
Bucket Loader #36 (80%)	$0	$0	$65,000	$ 65,000					
Sweeper # 32			$50,000	$ 25,000					
Vactor 1/3	0	0	10000	$ -	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ -
Bucket Truck	5339	$10,993 use reserve	$10,993 use reserve	$10,993 use reserve					
Subtotal Mobile Equipment	**$162,339**	**$113,164**	**$163,164**	**$258,164**	**$293,164**	**$329,000**	**$402,000**	**$240,000**	**$140,000**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Machinery 10-9400-83.01									
Snow Blower # 19									
Snow Blower # 20						$ 95,000			$ 100,000
Hyd. Breaker #38									
Sidewalk Roller # 57 (60%)						$ 10,000			
Chipper				$ -					
Portable Welder/Generator # 72									
Woodchipper # 78 (50% DPW; Parks & Cemetery 50%)		$ -							
4-Ton Trailer		$ -		$ -					
Subtotal Machinery	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 105,000**	**$ -**	**$ -**	**$ 100,000**
DPW Building Operations 10-9400-83.01									
Building/Facility Equipment									
Shop Air Compressor									
Shop Welder/Plasma Cutter									
Building Fire Alarm System									
Subtotal Building/Facility	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
TOTAL DPW EQUIPMENT LISTING	**$162,339**	**$113,164**	**$163,164**	**$258,164**	**$293,164**	**$434,000**	**$402,000**	**$240,000**	**$240,000**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
POLICE 10-9400-83.02									
Equipment									
Blue Light Bar					$ -				
Portable Radios									
Vehicle Radio System		$0							
Vests (Soft Body Armor)	$4,200	$3,500	$3,600	$ 3,600	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500
Protective Changing Gear		$0		$ 3,200					
Digital In-Car Video		$0	$23,900	$ 12,000					
Police Crusier		$24,800	$25,500	$ 25,500	$ 26,000	$ 26,000	$ 26,000	$ 26,000	$ 26,000
Tasers (14)		$0	$0						
Tactical Gear:	$400								
Alcohol Screening Devices	$1,470								
Mountain Bike				$ -					
Tactical Entry Vests					$ -				
Lease Purchase Equipment (see 10-4100-75.00)									
Lease Police Vehicles	$30,585	$0	$0	$ -	$ -				
TOTAL POLICE EQUIPMENT LISTING	**$36,655**	**$28,300**	**$53,000**	**$44,300**	**$29,500**	**$29,500**	**$29,500**	**$29,500**	**$29,500**
FIRE/EMS 10-9400-83.03									
Equipment									
Hose Replacement moved to operatingn	2000	2000	$2,000	$0	$0	$0	$0	$0	
Replacement Equipment- move to operating	$0	$0	$0						
Replace Pickup Truck	$0							$28,000	
Replace Ambulance #2 in FY10- Rechassis in 2015	$0	$0	$0				$80,000		
Replace Ambulance #1 in 2015 finance 5 yrs see below		$8,000				Loan 120000			
Replace Engine #2 see below				Loan & Grant					
Replace Chief's Car			$21,000						
Training Area Tractor	$0	$0	$0						
SPO2/CO Units				$3,200					
SCBA Replacement	$0								
Ropes-Water Safety Replacement moved to operating	$1,000		$1,000		$0		$0		
Thermal Imaging Camera		$0	$8,000	$8,000					
Multi-purpose Gas Meters		$0	$2,300	$0					
Automatic CPR Units			$0	$15,000	$15,000				
Hydraulic Rescue Tool Replacement				$0					
EMS Field Data Entry/Billing Interface - Buy in FY10		$0							
Subtotal Fire/EMS Miscellaneous Equipment	**$3,000**	**$10,000**	**$34,300**	**$26,200**	**$15,000**	**$0**	**$80,000**	**$28,000**	**$0**
Lease Purchase Equipment 10-4500-75.00									
Fire/EMS Amblance Re-Chassis Lease Equipment 10-4500-75.00	$10,423	$10,423				$43,000	$43,000	$43,000	$43,000
Lease Purchase Ambulance #1 (Lease Purchase FY15 to FY20)									
Lease Purchase Ambulance #2 (Lease Purchase FY10 to FY15)		$38,463	$39,873	$39,873	$39,873	$39,873			
Subtotal Fire/EMS Lease Purchase Equipment	**$10,423**	**$48,886**	**$39,873**	**$39,873**	**$39,873**	**$39,873**	**$0**	**$0**	**$0**
Equipment - Bond									
Fire Truck Bond Payment (10 yr -Final Payment 2022)				$7,500	$43,738	$43,230	$41,896	$41,071	$40,151
Fire Truck Bond Payment (Tower Truck FY 15 Final Pymt)Refunded07	$30,483	$29,299	$28,091	$26,863	26246	25623	0	0	
Subtotal Fire/EMS Equipment - 10-4500-90.00 &91.00	$30,483	$29,299	**$28,091**	**$34,363**	**$69,984**	**$68,853**	**$41,896**	**$41,071**	**$40,151**
TOTAL Fire/EMS EQUIPMENT LISTING	**$43,906**	**$88,185**	**$102,264**	**$100,436**	**$124,857**	**$108,726**	**$121,896**	**$69,071**	**$40,151**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
EMERGENCY MANAGEMENT 10-9400-83.03									
Equipment									
TOTAL Emergency Management Equipment	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
CLERK-TREASURER 10-9400-83.04									
Webcasting		6500							
Binding Maching				0					
Upgrade to City Vault		0	$0						
TOTAL CLERK-TREASURER	**$0**	**$6,500**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FINANCE - TECHNOLOGY 10-9400-83.07 & 10-9400-83.05									
Financial & Employee Management Software	$31,853		$0	see below					
City & Fund Wide Technology Equip/Servers/Switches Closet/Police LAN/Software	$17,000	$39,534	$39,534	$49,534	$49,433	$49,247	$49,340	$48,034	$48,967
Assesor Laptop (moved to City-wide Tech Equip)				$0					
Computer Server WAN Upgrades & Replacement Reserve(2)		$10,000	$0						
Telephone System Upgrades & Replacement CITY HALL	$0	$0		$0					
Municipal Wireless Mesh Network(Gen Fund share 62.18%)	$0								
TOTAL FINANCE -TECHNOLOGY	**$ 48,853**	**$ 49,534**	**$ 39,534**	**$ 49,534**	**$ 49,433**	**$ 49,247**	**$ 49,340**	**$ 48,034**	**$ 48,967**
PLANNING 10-9400-83.06									
Plotter	0	0	$0	0					
Electric Vehicle		0		0					
TOTAL PLANNING	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
CITY HALLMAINT 10-9400-83.08									
Floor Auto scrub	0	0	$0	6066					
		0							
TOTAL CITY HALL MAINT	**0**	**0**	**0**	**6066**	**0**	**0**	**0**	**0**	**0**
TOTAL GENERAL FUND with debt/leases	**$291,753**	**$285,683**	**$357,962**	**$458,500**	**$387,097**	**$512,747**	**$560,840**	**$345,534**	**$318,467**
NON DPW GENERAL FUND	**$129,414**	**$172,519**	**$194,798**	**$200,336**	**$93,933**	**$78,747**	**$158,840**	**$105,534**	**$78,467**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
PARK FUND EQUIPMENT LISTING									
Computer & Software	$300		$1,600		$ 800		$ 1,600		$ 300
Snowmobile replacement (trail grooming)								$ 9,000	
Lawnmower		$850		$ 1,000	$ 500	$ 500		$ 1,000	
Brushog		$0				$ 2,200			
Roto-Tilling Attachment					$ 1,600				
Truck Upgrade			$9,000			$ 8,000	$ 8,000		$ 9,000
Weed Whip		$400			$ 400				
Yanmar Replacement		$0	$4,000						
Snowblower	$1,400								
Chainsaw		$500			$ 500			$ 500	
Sitdown Mower	$0						$ 7,500		
ElectricCar repair/repacement					$ 1,400			$ 4,000	
Trailer Replacement									$ 7,000
Groomer Replacement				$ 5,000					
TOTAL PARKS	**$1,700**	**$1,750**	**$14,600**	**$6,000**	**$5,200**	**$10,700**	**$17,100**	**$14,500**	**$16,300**
CEMETERY FUND EQUIPMENT LISTING									
Equipment									
Trimmers	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Push Mowers				$500					
Walk Behind Mowers		$2,750	$2,750	$6,000		$6,000	$6,000		
Blowers		400		$450		$500		$500	$500
Computer									
Woodchipper (shared with DPW) 25%		0							
Mechanic Tools									
5 Ton Trailer						$5,000			
Small Welder									
Subtotal Equipment	**$1,200**	**$4,350**	**$3,950**	**$8,150**	**$1,200**	**$12,700**	**$7,200**	**$1,700**	**$1,700**
Lease Purchase Equipment									
Truck/flatbed plus plow renewable five year loan (org amt. $33,500)									
Mini-Excavator 5 year lease purchase	$11,392	$11,392	$11,392					$ 40,000	
Truck & Truck Bed			$20,000	$ 20,000	$ 10,000				$ 60,000
Subtotal Lease Purchase Equipment	**$11,392**	**$11,392**	**$31,392**	**$20,000**	**$10,000**	**$0**	**$0**	**$40,000**	**$60,000**
TOTAL CEMETERY	**$12,592**	**$15,742**	**$35,342**	**$28,150**	**$11,200**	**$12,700**	**$7,200**	**$41,700**	**$61,700**
SENIOR CENTER									
Computers 2-5		$5,000							
Copier			$0						
TOTAL SENIOR CENTER		$5,000	$0	$0	$0	$0	$0	$0	$0
Total Equipment - General Fund, Cemetery, Parks, Senior Ctr	$306,045	$308,175	$407,904	$492,650	$513,354	$644,873	$627,036	$442,805	$436,618

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
WATER FUND									
Water Administration 11-6200-83.01 &.02									
Computer Allocation & Municipal Wireless Mesh Network (Water Fund share 15.8%)	$11,943	$12,587	$12,587	$ 12,587	$ 12,561	$ 12,514	$ 12,534	$ 12,206	$ 12,443
Financial & Employee Management Software	$13,430	$0	0		$ -				
Subtotal Water Administration 11-6200-83.01 & .02	**$25,373**	**$12,587**	**$12,587**	**$12,587**	**$12,561**	**$12,514**	**$12,534**	**$12,206**	**$12,443**
Water Distribution System 11-6220.83									
Hydrants	$0								
Utility Van # 41 (50%)					14000				
Utility Van # 42 (50%)		$0		$15,000					15000
Pickup Truck # 43 (50%)		$0	$10,000						
Pickup Truck # 44(50%)	$0	$0		$10,000					
Excavator #49 (50%)									20000
Dump Truck #8 (50%)							35000		
Dump Truck #27 (50%)								30000	
Dump Truck #47 (50%)				$35,000					
DIR (50%)									
Vactor	$ 20,000								
Loader (Moved to GF)			$0						
Portable Hydralic power Pack (50%)									
Terrace Street Pump Station Upgrade									
Subtotal Water Distribution System	**$20,000**	**$0**	**$10,000**	**$60,000**	**$14,000**	**$0**	**$35,000**	**$30,000**	**$35,000**
Water Treatment Facility 11-6210.83									
Tank Sealing (4)									
Source protection upgrade									
Replace chem feed pumps & controls	$0			$20,000					
PMV valve actuator -stock (6)									
Overhaul pumps (4) finish water (2) recycle	$ 2,000								
WTP lawn mower							8000		
Computer replacement & software upgrade	$3,000	$6,000							
PMV Valve Actuator	$1,500								
C12 Analyzer				$10,000					
Generator Repairs	$0								
Replace air dryer									
Pickup Truck #48						34000			
Subtotal Water Treatment Facility	**$6,500**	**$6,000**	**$0**	**$30,000**	**$0**	**$34,000**	**$8,000**	**$0**	**$0**
TOTAL WATER FUND	**$51,873**	**$18,587**	**$22,587**	**$102,587**	**$26,561**	**$46,514**	**$55,534**	**$42,206**	**$47,443**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
SEWER FUND									
Wastewater Administration 12-5481-83.01									
Financial & Employee Management Software (18.02%)	$15,317	$14,355			0				
omputer Allocation & Municipal Wireless Mesh Network (Sewer Fund share 18.02%)	$13,621		$14,355	$ 14,355	$ 14,326	$ 14,272	$ 14,355	$ 13,920	$ 14,191
Subtotal Wastewater Administration 12-5481-83.01	**$28,938**	**$14,355**	**$14,355**	**$14,355**	**$14,326**	**$14,272**	**$14,355**	**$13,920**	**$14,191**
Collector & Interceptor System 12-5480.83									
Lift Station Pump Replacement	0								
Emergency Electrical Systems Pump Stations									
Utility Van # 41(50%)		0			$ 14,000				
Utility Van #42 (50%)		0		$15,000					$ 15,000
Pickup Truck # 43 (50%)			$10,000						
Pickup Truck # 44 (50%)	$0	$0		$10,000					
Dump Truck #8 (50%)							$ 35,000		
Dump Truck #27 (50%)								$ 30,000	
Dump Truck #47 (50%)				$35,000					
Excavator #49 (50%)									$ 20,000
Push Camera				$10,000					
Loader #35			$0					$ 130,000	
Jet Rodder (Vactor) 2/3	$90,000	$0	$0	$0	$20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000
Subtotal Collector & Interceptor System	**$90,000**	**$0**	**$10,000**	**$70,000**	**$34,000**	**$20,000**	**$55,000**	**$180,000**	**$55,000**
Wastewater Treatment Plant 12-5470.83									
Bridges & Tanks	$0								
Huber Screen reconditioning		0		$ 7,000					
Scada Upgrade	$0	$6,000							
Hoist for Jet Pump Removal									
Chemical Building Pumps									
Miscellaneous Regrouting									
Change phosphorus lines									
Aeration tank weirs	$0								
Pickup relacement # 45						$ 34,000			
Laboratory equipment replacement									
RAS Pumps				$ 12,000					
Belt presse reconditioning				$ 5,000					
GBT 1 belt									
Seal parking lot									
Subtotal Wastewater Treatment Plant	**$0**	**$6,000**	**$0**	**$24,000**	**$0**	**$34,000**	**$0**	**$0**	**$0**
TOTAL SEWER FUND	**$118,938**	**$20,355**	**$24,355**	**$108,355**	**$48,326**	**$68,272**	**$69,355**	**$193,920**	**$69,191**

PROPOSED
FY13
FIVE YEAR EQUIPMENT PURCHASE PROGRAM FOR GENERAL FUND, WATER FUND, SEWER FUND, CEMETERY FUND, PARK FUND SENIOR CTR AND PARKING FUND

FUND	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
PARKING FUND									
Hand-held Parking Ticket Computer - EHT 30			$0	$ 3,700		3700		3700	
TECHNOLOGY Allocation	3024	3186	$3,186	$ 3,186	$ 3,186	$ 3,186	$ 3,186	$ 3,186	$ 3,186
Computer Software Allocation	3400								
Electronic Parking Ticket Vending Machine (2)		0	$0						
Electronic Parking Replacement Meters	$875								
TOTAL PARKING FUND	**$7,299**	**$3,186**	**$3,186**	**$6,886**	**$3,186**	**$6,886**	**$3,186**	**$6,886**	**$3,186**

For the General Fund, Cemetery Fund and Parks Fund $1,854,443 in Capital Needs have been identified for FY13		
Capital Improvement Plan Totals	**$**	**1,124,193**
Equipment Plan Totals	**$**	**730,250**
Total CIP & Equipment Plans	**$**	**1,854,443**

SOURCE OF FUNDING CAPITAL IMPROVEMENTS AND EQUIPMENT

1) Level Fund Budget (Use FY12 Funding Levels for FY13)
2) Borrow $870,000
3) Federal Grant for Fire Truck $142,000

See Details below:

		FY12		**FY13**
Capital Improvement Funding	$	1,163,500	$	1,163,500
less Debt Payments (Principal & Interest)	$	647,651	$	589,657
Net Amount available to spend on Capital Improvements	$	515,849	$	573,843
Equipment Funding	$	407,904	$	408,000
less lease/debt payments	$	106,128	$	104,900
Net Amount available to spend on Equipment Purchases	$	301,776	$	303,100
Total Funding of Capital and Equipment	$	1,571,404	$	1,571,500
less debt commitments	$	753,779	$	694,557
plus federal grant for Fire Truck			$	142,500
Amount of Funds available to spend on Capital & Equip	$	817,625	$	1,019,443
Bond Proceeds (Borrow $870,000 for 20 years 3.6%)			$	870,000
less bond costs - 1st year			$	35,000
Net Bond Funds available to spend on Capital & Equipment			$	835,000
Funds available to spend on Capital & Equipment (1 and 2 above)			**$**	**1,854,443**

	FY12	FY13
Capital	1163500	1163500
less bond payments	647651	589657
Net	515849	573843
Equipment	357962	
cem equip	35342	
parks equip	14600	
	407904	408000
less leases	106128	104900
net	301776	303100
Totals	1571404	1571500
commitments	753779	694557
net cash	817625	876943
Bond cost		35000
		841943
Bond proceeds		870000

SUB-RECIPIENT AGREEMENT

THIS AGREEMENT, effective the ___day of January, 2012, by and between the CITY OF MONTPELIER, VERMONT and the STATE OF VERMONT.

Recitations

A. The City of Montpelier ("the Recipient") has received a United States Department of Energy ("the DOE") Renewable Energy Community Grant ("the DOE Grant") to build a district heat system in the capital city of Vermont; and

B. The State of Vermont, by and through its Department of Buildings and General Services ("the Sub-recipient"), will use part of the grant money to re-build its heat plant in a way that allows it to provide thermal energy to the Recipient's distribution system; and

C. The Recipient and the Sub-recipient have entered into a Memorandum of Understanding executed June 9, 2011 ("the MOU") that sets out the responsibilities of the two entities with regard to funding, designing, constructing and operating the heat plant and distribution system. The MOU allocated DOE Grant funds between the Recipient and the Sub-recipient; and

D. The Recipient and the Sub-recipient have entered into a Procurement Agreement of even date herewith (the "Procurement Agreement") which provides that the Sub-recipient will be allocated $3,248,664 of the funds to be reimbursed pursuant to the DOE Grant as a contribution to the total heat plant cost. Additional DOE Grant funds in the amount of $2,558,118 plus additional non-DOE consideration will be made available to the Sub-recipient to assure that plant capacity of 9.71 Million BTU/Hour is reserved for use by the Recipient to serve the Recipient's district heat system; and

E. The purpose of this Agreement is to set forth the procedures for reimbursement of the Sub-recipient by the Recipient of funds to be reimbursed to the Recipient by the DOE pursuant to the terms and conditions of the DOE Grant; and

F. These Recitations are incorporated in and made a part of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. General Procedures

The Sub-recipient will furnish documentation of its expenditures and the required cost share to the Recipient in a form and format acceptable to the Recipient for purposes of DOE compliance; the Recipient will send documentation of both its expenditures and cost share and those of the Sub-recipient to the DOE in a form and format as specified by DOE; upon reimbursement by the DOE to the Recipient, the Recipient will pay the Sub-recipient the amounts for the Sub-recipient and the Recipient's share due to the Sub-recipient that have been approved by DOE based on the Recipient's and Sub-recipient's documentation filed with DOE.

a) General Compliance Obligations. The Recipient and the Sub-Recipient acknowledge that all funds provided from the DOE Grant are provided on a reimbursement basis and must be consistent with the DOE Statement of Project Objectives ("SOPO"), the MOU and the Procurement Agreement and comply with the Special Terms and Conditions of the DOE Grant. The Recipient and the Sub-recipient acknowledge and understand that, as a condition of receiving reimbursement hereunder, they must provide documentation showing compliance with all aspects of the Special Terms and Conditions of the DOE Grant. The Recipient shall specify a form for the Sub-recipient to provide the required data, including a paper form or an electronic form in a format commonly used bu both parties in the ordinary course of business. The Sub-Recipient agrees that it shall provide all information necessary to comply with the DOE Grant and as requested by the recipient in a timely manner so that the Recipient is able to comply with all reporting requirements, as further set forth herein. If the DOE requires additional substantiation of expenditures or compliance from the Recipient or the Sub-recipient, the Recipient or Sub-recipient will provide it. The Recipient agrees that all information submitted by the Sub-Recipient will be submitted by the DOE in a timely manner, in order for the parties to remain in compliance with the requirements of the DOE Grant.

b) Construction Obligations. The Sub-recipient agrees to be responsible for the full performance of all construction obligations under the Grant and the Procurement Agreement relating to the State Heat Plant (as defined in the Procurement Agreement), including any DOE Grant requirements in connection with the construction of the State Heat Plant, including, but not limited to:

i. compliance with applicable National Environmental Policy Act (NEPA) requirements;
ii. providing reasonable access to facilities, office space, resources and assistance for the safety and convenience of the DOE and any other government representatives in the performance of their federal stewardship duties;
iii. obtaining any required permits and compliance with applicable federal, state and municipal laws, codes and regulations for work performed under the grant;
iv. all other applicable requirements listed in the Special Terms and Conditions.

2. Reimbursement Requirements

a. Sub-Recipient Submission

On or before the fifth business day following the end of each month during which the Sub-recipient has made expenditures for which it seeks reimbursement under the terms of the DOE Grant, the Sub-recipient shall submit to the Recipient scanned copies of original invoices and documentation that the expenditures qualify for reimbursement pursuant to the terms of the DOE Grant and that the requisite cost share funds have been expended. The information and documentation will be submitted in a form agreed to by the Parties. Each submission must demonstrate that the cost-share has been met; reimbursement will only reflect 50% of the total expenditure.

Within 10 business days of the execution of this Agreement, the Sub-recipient shall assign and identify to the Recipient a single individual within the Department of Buildings and General Services who will act as the liaison for the Sub-recipient to provide all information necessary to make reimbursement filings to the DOE for grant funds.

(i) Compliance with the Davis-Bacon Act

If called upon to demonstrate compliance with the Davis-Bacon Act, the Sub-recipient shall be prepared to substantiate compliance with the requirements of that Act, which include collecting weekly certified payrolls, conducting interviews, posting Davis-Bacon Act signage on job sites, and maintaining these records, as explained in more detail at the following web site: http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf . The Sub-recipient shall certify with each invoice that it has collected and maintained these records.

(ii) Compliance with the ARRA

The Sub-recipient shall provide to the Recipient requested data necessary to satisfy the ARRA filing requirements each calendar quarter. (Calendar quarters are as follows: Q1: January, February, March; Q2: April, May, June; Q3: July, August, September; Q4: October, November, December.) ARRA reports are required to be successfully injected into the federal reporting system by the 10th day following the close of the quarter, as explained at https://www.federalreporting.gov/federalreporting/home.do. In order to comply with this requirement, the Sub-recipient shall ensure the Recipient has the requisite data by the 5th calendar day following the close of the quarter and the Sub-recipient shall immediately answer any questions necessary to provide complete reporting. The Sub-recipient shall become familiar with the requirements for reports by consulting guidance on reporting to "federalreporting.gov" found at the following web site: https://www.federalreporting.gov/federalreporting/downloads.do

The Sub-recipient shall supply information to the Recipient necessary to list it as a sub-recipient in the federal reporting system and provide information to the Recipient on an on-going basis to properly file the requisite reports, including all personnel hours paid for with either DOE Grant funds or cost-share funds. Each re-imbursement request shall include an accounting of the cumulative funds requested and the cumulative funds received. To facilitate efficient reporting under the ARRA, current and cumulative totals of personnel service hours and DOE Grant funds received will be reported by the Sub-recipient. In addition, all single contracts over $25,000 will be tracked consistent with ARRA reporting requirements. The Sub-recipient shall require certification from each vendor from which it makes purchases that the items purchased were produced in the United States, as required by the ARRA.

b. Review by Recipient, Submittal to DOE and Transfer of Funds to Sub-Recipient

The invoices and supporting documentation from the Sub -Recipient shall be submitted to the attention of Director of Planning and Community Development, City of Montpelier, 39 Main Street, Montpelier, VT, 05602, with a copy to City Manager, City of Montpelier, 39 Main Street, Montpelier, VT, 05602. The Recipient will review documentation submitted by the Sub-Recipient for completeness and consistency with the requirements of this Agreement, the DOE Grant, he MOU dated June 9, 2011 between the City and State and the Procurement Agreement. Any identified deficiencies will immediately be brought to the attention of a person designated for this purpose by the Sub-recipient.

Reviewed invoices will be transmitted to the City of Montpelier's Finance Department. If the Sub-recipient's reimbursement request is in order, it will be submitted to the DOE within five (5) business days of receipt. Such a reimbursement request will require an entry request of the DOE's electronic financial system and submissions of supporting documentation to the DOE Project Manager. If the DOE Project Manager concludes that the expenses qualify for reimbursement, reimbursement is authorized.

Once the DOE reimbursement funds are transferred to the Recipient, the Recipient will transfer them electronically to the Sub-recipient. The Recipient will use its best efforts to transfer the funds to the Sub-recipient the same day as they are received in the Recipient's account and, in any event, the transfer will be made within not more than ten (10) business days after receipt from DOE. The Sub-Recipient will provide the Recipient with the appropriate electronic funds transfer information.

3. Program Reports to the DOE; Audits

a. Program Reports to the DOE; Liability of Recipient

The parties acknowledge that a condition of the DOE Grant is that the Recipient must submit a program report to the DOE Project Management Center ("PMC") within thirty (30) days following the close of each calendar quarter. These reports are to document progress of the project relative to the Statement of Project Objectives (SOPO), important activities under the project, forecast activities for the subsequent quarter and report a budget summary on a standard form (SF-425). In order to meet this deadline, the Sub-recipient shall report its progress on the achievement of SOPO tasks and relevant quarterly activities to the Recipient on or before 15 days following the close of the quarter. All relevant documents, including spreadsheets (in Excel format), CAD files (in appropriate format) and documents that have been produced with the funds invoiced shall be submitted by the Sub-recipient to the Recipient with the report.

The Recipient shall provide a compiled draft quarterly report to the Sub-recipient for review within 20 days of the close of the quarter. The Sub-recipient shall have until the 25^{th} day following the close of the quarter to provide comment on the compiled quarterly report. The Recipient shall submit the quarterly report to the PMC system by the 30^{th} day following the close of the quarter.

b. Audits

The Parties agree that audits shall be handled in accordance with Attachment C of the Thermal Energy Purchase and Sale Agreement dated even date herewith, except as may otherwise be necessary to satisfy DOE requirements.

c. Liability

(i) Except to the extent any failure or delay of the Sub-recipient to receive or transfer funds hereunder is caused by the negligent act or omission or willful misconduct of the Recipient, the Recipient shall not be liable (y) for the failure or delay of the DOE to reimburse the Sub-recipient for any funds expended by the Sub-recipient pursuant to this Agreement; or (z) for the consequences of any failure by the Sub-recipient to provide adequate documentation or to sufficiently perform any precondition to reimbursement.

(ii) Except as provided above, the Parties agree that issues of liability shall be handled in accordance with Attachment C of the Thermal Energy Purchase and Sale Agreement dated even date herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands the ____ day of January, 2012.

CITY OF MONTPELIER, VERMONT

By______________________________

Title ____________________________

STATE OF VERMONT BY THE DEPARTMENT OF BUILDINGS AND GENERAL SERVICES

By______________________________

Title ____________________________

State of Vermont / City of Montpelier, Vermont
<u>SUMMARY TERMS</u>

Thermal Energy Purchase and Sale Agreement

<u>Purpose</u>: Sets the terms and conditions where the State sells and the City purchases thermal energy and additional capacity from the State Heat Plant.

<u>Parties:</u> State of Vermont through Department of Buildings and General Services and the City of Montpelier (Vermont).

<u>Effective Date</u>: Upon execution of both parties.

<u>Commercial Operation Date:</u> Estimated to occur October 1, 2013; actual date by mutual agreement of the parties.

<u>Term:</u> Twenty heating seasons followed by two five-heating season renewals. City of Montpelier has an option to continue the purchase of capacity and energy beyond the initial term and two renewal periods, provided the continued operation of the plant makes economic sense for the State and City.

<u>Termination:</u>

1. The Agreement may be terminated only in the event
    a. the parties mutually agree;
    b. in the event that the DOE grant funds become unavailable or are reduced; or;
    c. of default under the Agreement.

<u>Exclusive Supplier:</u>

1. The State will be the exclusive supplier of thermal energy to the City's distribution system except under selected circumstances, including:
    a. When it is in the mutual interest of the parties due to a significant technological advancement that allows both parties to realize an economic benefit.
    b. Between May 1st and September 30th of each year.
    c. During no more than 200 hours in any heating season, when the City exceeds its capacity allotment and may use its own boilers to produce thermal energy.
    d. When the State is operating the State Heat Plant using oil as its primary fuel source.
    e. When the State has notified the City that it is unable to provide additional or reserve capacity.

f. Under certain *force majeure* conditions.

Purchase and Sale of Thermal Energy:

1. The State will sell and the City will purchase thermal energy from the State Heat Plant.
2. Thermal energy will be priced to recover the allocated share of the State's fixed and variable cost to produce the thermal energy. Fixed cost (including labor, labor overhead, insurance and contributions to a Maintenance Reserve) will be allocated based on share of capacity in the State Heat Plant. Variable costs include all other production costs, such as fuel, operation and maintenance expense and regulatory charges.
3. A reconciliation mechanism will adjust future energy prices to the City to account for changes in the cost of production from estimated to actual on an annual basis.

Purchase and Sale of Capacity:

1. The initial State Heat Plant boiler capacity will be 40.2 Million BTU/Hour. The City of Montpelier is entitled to an initial capacity of 9.71 Million BTU/Hour. The City of Montpelier may purchase additional units of capacity equal to 1 Million BTU/Hour for a scheduled price. The remaining capacity in the State Heat Plant will be retained by the State, unless the City purchases additional capacity.
2. If the City desires to purchase additional capacity, it must notify the State by May 1 for delivery the upcoming Heating Season. The State must respond by June 1 identifying if it has available capacity to sell. The State may elect not to sell if the capacity is required to meet the State's load, for the State to maintain reasonable reserves and system redundancy or if required to maintain any applicable federal tax law covenants in connection with the State's financing of the State Heat Plant.
3. If the State is unable to sell additional capacity then the City may make alternate arrangements from another source to the extent that State is unable to serve the City's requirements.
4. The cost to the City of additional capacity is established to recover the State's cost of construction and interest on bonds issued to finance construction. Actual cost of construction will be determined after completion of construction.

Rental of Reserve Capacity:

1. The City may rent additional short-term capacity in 1 Million BTU/Hour units on an hourly basis to serve the City's load for durations when the City's load requirements exceed the amount of capacity allocation the City has purchased.
2. The State will supply reserve capacity to the City to the extent that the State is able given the State's own requirements, reserves and redundancy needs or tax law requirements.

3. Reserve capacity will be rented to the City at a scheduled price and in 1 Million BTU/Hour units for any portion of an hour when the City's load requirements exceed the City's purchased capacity allocation.
4. If the State is unable to rent additional capacity it must notify the City of its inability to provide capacity and the reason therefor.

Cooperation/Planning Requirements:

1. The State and the City will exchange information to coordinate the efficient operation of the State Heat Plant and City Distribution System. Information will include estimated load and energy requirements of the parties and anticipated equipment and system maintenance schedules.
2. A Committee with representatives from the State and City will serve to coordinate day-to-day State Heat Plant and City Distribution System operations.
3. Under certain circumstances, the City will make its boilers available to supply thermal energy to meet its own needs when called upon by the State in the event that the State is unable to serve the combined State and City load.
4. In the event of termination of the Agreement, each party shall deliver to the other engineering designs and drawings, and permit applications and permit approvals as may be required by the other party. Each Party also agrees to cooperate with the other to assist with the continuation of its respective portion of the Project and the recovery of any DOE grant funds.

Billing and Payment:

1. The State will render invoices for thermal energy and reserve capacity on a monthly basis.
2. The City will have 30 days to make payments for Energy and Reserve Capacity during the first year of operation and 15 days thereafter. Late payments will result in a $250 penalty and a late payment charge of 1.5% per month.
3. Disputed payments will be held by a third party until the dispute is resolved.

Operating Protocols

The State and the City shall each retain an independent third party insured engineer to develop procedures and staffing requirements for the prudent maintenance and operation of the State Heat Plant and the City Distribution System, as the case may be. The parties shall share equally in the cost of preparing the Operating Protocols.

Standard State Terms

The City shall agree to certain standard State third party contracting requirements, including among others, application of State law, indemnification, insurance and set-off.

Procurement Agreement

Purpose: Describes the terms for the City's payment of the initial contracted capacity of 9.71 Million BTU/hour, or 24.16% of the total State Heat Plant capacity.
Construction Obligation: State obligation to construct the State Heat Plant in accordance with the terms of the MOU.

Total Construction Cost of State Heat Plant: $15,293,698 (estimated)

DOE Grant Funds: The $8,000,000 Department of Energy (DOE) grant to the City will be allocated as follows: (i) $3,248,664 to reimburse the State for its share of the total State Heat Plant capacity; (ii) $2,558,118 to reimburse the State for a portion of the City Contribution for its share of State Heat Plant capacity; and (iii) the balance of $2,193,218 to reimburse the City for a portion of its costs of the City Distribution System.

State Capital Funds:: $7,000,000 State appropriation, $1,163,744 of in-kind and asset value and $246,373 in feasibility study work .

City Funds: $1,076,799 City appropriation to be drawn down by the State pro rata for construction costs in accordance with the DOE reimbursement schedule.

Cost Overruns: If at any time during the development of the Project the City or State determines that the total actual costs will exceed the estimated budgeted costs, the parties shall meet and attempt to mutually agree upon budget adjustments. The State shall perform a final accounting of the construction cost following completion of construction. In the event that the final accounting indicates a higher than budgeted cost, the State and City shall promptly meet and in good faith attempt to mutually agree upon the best course of action for sharing such cost overrun, taking into account such factors as State and City budgets, available sources of funding, the potential for adjusting the cost of future Capacity purchases by the City and the potential for adjustment of the respective shares of State and City Capacity.

Cost Savings: If the final accounting indicates a cost savings, State and the City will share the difference as follows: 1.) first, to the extent the State Contribution exceeds 50% of the total State Heat Plant construction cost, the State will retain an amount of the difference between the budgeted and final cost necessary to reduce the State Contribution to an amount equal to

50% of total State Heat Plant cost, 2.) At the point that the State has recovered construction cost savings such that the State Contribution equals 50% of the total construction cost, any balance remaining will be allocated to the State and City in proportion to their pro-rata share of total State Heat Plant capacity (State 75.84%; City 24.16%).

Sub-Recipient Agreement

Purpose: Identifies the procedures whereby the State is able to be reimbursed for the **a**llocation by the City to the State of $5,806,782 of the DOE grant funds for construction of the State Heat Plant.

- City shall administer the Grant and make DOE reimbursements available to the State within 10 business days of receipt. The City shall not be liable for the failure of delay of DOE to reimburse the State.
- The State is responsible for submitting DOE-required documentation to the City in order to obtain reimbursement. State must demonstrate its cost-share has been met.
- State is required to demonstrate compliance with all federal requirements.

THERMAL ENERGY PURCHASE AND SALE AGREEMENT

This Agreement is made between the State of Vermont, Department of Buildings and General Services ("State") and the City of Montpelier ("City") (the State and City sometimes referred to collectively as "Parties" or individually as a "Party").

RECITALS

WHEREAS, Section 2e of Act No. 40, Laws of 2011 (the "Act") (i) authorized the State of Vermont to own and operate a capital district heat plant; (ii) directed the State and the City to engage in discussions regarding capacity; and (iii) authorized the Commissioner of the Department of Buildings and General Services (the "Commissioner") to enter into contracts with the City regarding the sale of thermal energy; and

WHEREAS, in accordance with the Act, the State and City entered into a Memorandum of Understanding dated June 9, 2011, for the purposes of planning, developing and obtaining the necessary authorizations, votes, approvals and permits for a biomass fueled heating boiler plant and related facilities and equipment to be owned and operated by the State and a district heat distribution system to be owned and operated by the City; and

WHEREAS, partial funding for the Project will be provided by a grant by the United States Department of Energy; and

WHEREAS, the State intends to build and own a new State Heat Plant; and

WHEREAS, the State desires to sell to the City Capacity and associated Energy from the State Heat Plant for City Owned and Served Buildings and the City desires to purchase the same from the State in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, and subject to the terms and conditions of this Agreement, the City and the State hereby agree as follows:

SECTION ONE

1. DEFINITIONS

1.1 **<u>Definitions</u>.** The definitions set forth above are incorporated as given herein, as well as the following:

"Account Agent" means a federally insured financial institution agreed to by the Parties to hold any disputed funds under this Agreement.

"Agreement" means this Thermal Energy Purchase and Sale Agreement, as it may be amended.

“Business Day” means any day other than a Saturday or Sunday or other day recognized as a State or Federal Holiday.

“Capacity” is the ability to produce Energy measured in BTU/Hour.

“City Boilers” means the existing oil boilers, as they may be replaced or supplemented located at the Montpelier High School and City Hall, or elsewhere on the City Distribution System where the boiler is sufficiently under the control of the City of Montpelier to maintain thermal energy production in support of the City Distribution System and operated by the City in accordance with City Operating Protocol.

“City Distribution System” means the distribution system to be planned, designed, constructed, owned, managed, and maintained by the City, consisting of piping, heat exchanger(s) (thermal conversion unit(s)) and associated equipment and facilities necessary to receive and distribute Energy to City Owned and Served Buildings.

“City Operating Protocol” means the document(s) developed by an independent third party insured engineer to establish the procedures and staffing requirements for the prudent maintenance and operation of the City Boilers and City Distribution System by the City.

“City Owned and Served Buildings” means the City Hall, the City Police Department, the City Fire Department and such schools within the City and such other buildings within the City that are connected to the City Distribution System.

“City’s Thermal Energy Requirements” means all thermal energy distributed through the City Distribution System.

“Commercial Operation Date” means the date when the State Heat Plant is ready for regular, daily operation, has been connected to the City Distribution System, has satisfied all applicable Legal Requirements and necessary testing and commissioning and is capable of producing Energy in accordance with this Agreement.

“Commissioner” means the Vermont Commissioner of Buildings and General Services, and his or her successors in office.

“Contracted Capacity” means the Capacity sold by the State to the City and purchased by the City from the State in accordance with this Agreement.

“Energy” means thermal energy produced by the State Heat Plant measured in BTU.

“Energy Payment Rate” shall have the meaning set forth in Section 4.2 of this Agreement.

"Effective Date" shall have the meaning set forth in Section 2.1.

"Fixed Costs" means that portion of Production Costs comprised of labor costs, labor overhead costs, insurance costs and contributions to the Maintenance Reserve.

"Fixed Payment Rate" shall have the meaning set forth in Section 4.2 of this Agreement.

"Governmental Authority" means the Vermont General Assembly, a public agency, city council, board, commission or authority, including any local, state or federal department or agency.

"Heating Season" means the seven (7) month period from and including October through and including April of the following year during the Term of this Agreement, unless otherwise agreed by the Parties.

"Initial Contracted Capacity" means the 9.71 Million BTU/Hour of Capacity initially sold by the State to the City and purchased by the City from the State in accordance with Section 3.1(i) of this Agreement.

"Legal Requirements" means any laws, rules, regulations or orders promulgated by a federal, state or local governmental authority or decision or order issued by an administrative body or court of competent jurisdiction.

"Maintenance Reserve" means the schedule established by the Commissioner to cover maintenance expenses associated with the State Heat Plant, as more specifically described in Section 8.5.

"Material Project Document" means this Agreement, the Procurement Agreement of even date herewith and the Sub-recipient Agreement of even date herewith and any Permit issued or required by any Governmental Authority relative to this Agreement or the subject of this Agreement.

"Metering Devices" means all BTU meters and associated transducers installed by the State and used to measure the City's Energy usage at the Thermal Point of Delivery for purposes of monthly invoicing, as further described in Section 12.

"Permit" means any permit, license, approval, authorization, consent, waiver, variance, certification, franchise or other authorization issued by or required from any Governmental Authority or regulatory or administrative body that pertains to the subject matter of this Agreement.

"Project" means the State Heat Plant and the City Distribution System, including City Boilers.

"Production Costs" shall include all costs and expenses (estimated and actual) of the State that are necessary to operate the State Heat Plant, including Fixed Costs and Variable Costs.

"Reconciliation" shall have the meaning set forth in Section 4.3.

"Reserve Capacity" means the Capacity the State makes available for a rental fee to the City when the City exceeds its Contracted Capacity as set forth in Section 3.2.

"Reserve Capacity Unit" shall mean 1.0 Million BTU/Hour of Reserve Capacity rented to the City from the State Heat Plant for one continuous hour.

"State Boilers" means two (2) 600 HP dual fuel boilers and associated auxiliary equipment and facilities capable of generating 40.2 Million BTU/Hour of Energy (and one (1) 400 HP oil fired boiler as back-up), and additional biofueled boiler(s), if any.

"State Distribution System" means the piping and associated equipment and facilities necessary to deliver Energy to State owned or occupied buildings.

"State Heat Plant" means the facility to be planned, designed, constructed, owned, operated and maintained by the State consisting of the State Boilers, wood and oil storage and handling equipment, venting facilities, including a stack, and associated auxiliary equipment and facilities necessary to the operation of the State Heat Plant.

"State Operating Protocol" means the document(s) developed by an independent third party insured engineer to establish the procedures and staffing requirements for the prudent maintenance and operation of the State Heat Plant by the State.

"Term" shall have the meaning set forth in Section 2 of this Agreement.

"Thermal Point of Delivery" means the point where the State Heat Plant connects to the City Distribution System to allow the City Distribution System to operate interconnected with the State Heat Plant, being the point at which the delivery of Energy to the City Distribution System is measured.

"Unit of Capacity" for purposes of the purchase of additional Capacity, a Unit of Capacity shall mean 1.0 Million BTU/Hour of Capacity.

"Variable Costs" shall mean those Production Costs other than Fixed Costs including, but not limited to, regulatory charges, operation and annual maintenance expenses and the cost for fuel delivered to the State Heat Plant.

1.2. **<u>Interpretation</u>**. In this Agreement, unless a different intention clearly appears:

(i) The singular includes the plural and vice versa; and

(ii) Any term or word(s) used but not defined herein shall have the meanings ascribed to such term or word(s) within the biomass heating industry, or if not used therein with any known specificity or commonality then it shall have such meaning given to it within the everyday usage of such term or word(s).

1.3. Attachments; Order of Precedence.

(i) This Agreement consists of 31 pages including the following attachments, the terms of which are incorporated herein:

(a) Attachment A-Schedule for the Purchase of Additional Capacity;

(b) Attachment B-Rate Schedule for the Rental of Reserve Capacity Units;

(c) Attachment C-Standard State Provisions for Contracts and Grants;

(d) Attachment D – Procurement Agreement dated January __, 2012;

(e) Attachment E –Sub-recipient Agreement dated January __, 2012.

(ii) Any ambiguity, conflict or inconsistency among this Agreement and the Attachments shall be resolved according to the following order of precedence:

(a) Attachment C;

(b) This Agreement;

(c) Other Attachments.

SECTION TWO

2. TERM AND TERMINATION

2.1. Effective Date. The Effective Date of this Agreement is the date upon which both Parties have signed this Agreement.

2.2. Commercial Operation Date. The State and the City agree that the Commercial Operation Date is estimated to occur on or before October 1, 2013. The State and the City shall each certify agreement to the actual occurrence of the Commercial Operation Date. Unless terminated earlier in accordance with its terms, this Agreement shall continue in effect for a period of twenty (20) Heating Seasons from the first day of the Heating Season in which the Commercial Operation Date has occurred (the "Initial Term").

2.3. Renewal. Provided that the City is not then in default beyond any applicable grace or cure period, at the expiration of the Initial Term, the City shall have the option to extend this Agreement for up to two (2) periods of an additional five (5) Heating Seasons each. Collectively, the Initial Term and any extensions thereto shall be referred to hereinafter as the "Term." The City shall notify the State of its election to renew or terminate no later than one year prior to the expiration of the Initial Term or any extension thereof then in effect.

2.4. Termination.

(i) This Agreement shall remain in full force and effect until the last day of the last Heating Season of the Term and a final accounting and settlement has been made of any obligations resulting from this Agreement

(ii) Except as provided in Subsection (i), this Agreement shall be terminated in the event that:

(a) The Parties mutually agree in writing to terminate this Agreement; or

(b) In the event Department of Energy grant funds become unavailable or reduced, the State or the City may suspend or cancel this Agreement; or

(c) A non-Defaulting Party declares the termination of this Agreement in accordance with Section 14.

2.5. Continued Purchase and Sale of Capacity and Energy Beyond Termination of this Agreement. Upon the expiration of the Term of this Agreement, the City shall have the option to continue to receive Capacity and purchase associated Energy at an initial Capacity of no less than the Contracted Capacity from the last Heating Season of this Agreement. If the continued operation of the State Heat Plant makes economic sense for the State and the City, then the State shall agree to sell and the City shall agree to purchase Capacity and associated Energy from the State Heat Plant upon such terms as may be mutually agreeable at the time. If the City desires to exercise this option, it shall notify the State at the time this Agreement is extended for the second five year renewal period as set forth above in Section 2.3. The Parties shall begin negotiations at least three (3) years before the expiration of the Term of this Agreement to determine the terms upon which the purchase by the City and the sale by the State of Capacity and associated Energy shall continue. The Parties shall endeavor to reach agreement at least one (1) year prior to the expiration of the Term of this Agreement. The price of additional Capacity shall permit recovery by the State of the additional capital costs incurred by the State to place the Contracted Capacity into service, or continue such Contracted Capacity, but only to the extent that such costs have not previously been paid by the City. The costs and expenses associated with the continued use of Contracted Capacity include, but are not limited to, Maintenance Reserve expenses not previously charged, land lease for the land and stack, rebuild and replacement, engineering, permitting, construction, deconstruction, reclamation, or any other costs and expenses associated with the continued use of the State Heat Plant.

SECTION THREE

3. PURCHASE AND SALE OF CAPACITY; RESERVE CAPACITY; ADDITIONAL CAPACITY

3.1. Purchase and Sale of Initial Capacity; Purchase and Sale of Additional Capacity.

(i) **Initial Contracted Capacity.** Provided that the City is not in default beyond any applicable grace or cure period under the Memorandum of Understanding, dated June 9, 2011, the Procurement Agreement or Sub-recipient Agreement, each executed on even date herewith, the City shall be entitled to receive the Initial Contracted Capacity.

(ii) **Purchase of Additional Capacity.** The City may purchase additional Capacity from the State Heat Plant to the extent the State has additional Capacity to sell, as set forth herein. Not later than May 1 of each year, the City shall provide written notice to the State of its desire to purchase additional Units of Capacity for the upcoming Heating Season. Not later than June 1 after the receipt of any such notice, the State shall advise the City, in writing, as to whether the requested Capacity is available or is not available due to the State's need (i) to service the State's load (estimated or actual); (ii) for the State to maintain reasonable reserves and system redundancy or (iii) to maintain any applicable federal tax law covenants in connection with the State's financing for such Capacity. If the requested Capacity is not available, the State shall provide the reason(s) for its inability to sell additional Units of Capacity to the City.

If the requested Capacity is available, not later than July 1 prior to the Heating Season for which additional Capacity is requested, the City must make a single lump sum payment to the State for each additional Unit of Capacity, in accordance with Attachment A. If payment for the additional Units of Capacity is made not later than July 1 prior to the Heating Season for which the additional Units of Capacity have been requested, the additional Units of Capacity will be made available to the City at the start of the upcoming Heating Season.

(iii) **State's Inability to Sell Additional Capacity.** If the State is unable to sell additional Capacity to the City upon request in accordance with this Section 3 due to the State's need (i) to service the State's load (estimated or actual) or (ii) for the State to maintain reasonable reserves and system redundancy, then the City may make alternate arrangements from another source, including from City Boilers, to meet the City's Thermal Energy Requirements, but only to the extent the State is unable to meet the City's Thermal Energy Requirements.

3.2. Reserve Capacity Rental; Reserve Capacity Unit Rental Rate.

(i) **Rental of Reserve Capacity Units.** If the City's Thermal Energy Requirements at the Thermal Point of Delivery exceed its Contracted Capacity, the State will only serve the City's Thermal Energy Requirements at the Thermal Point of Delivery when the total Capacity of the State Heat Plant exceeds the aggregate Capacity needs of the State, including reasonable reserves and redundancy plus the Contracted Capacity of the City. If the City's Thermal Energy Requirements at the Thermal Point of Delivery exceed its Contracted Capacity, for any portion of an hour, the City shall rent from the State Reserve Capacity Units to meet the City's Thermal Energy Requirements at the Thermal Point of Delivery. For example, if the City's Thermal Energy Requirements at the Thermal Point of Delivery exceed its Contracted Capacity and continue to exceed its Contracted Capacity for two and a half (2.5) hours with the peak load in the first hour, second hour, and third hour equaling 0.8 Million BTU/Hour, 2.2 Million BTU/Hour, and 1.6 Million BTU/Hour, respectively, in excess of the City's Contracted Capacity then the City must rent one (1), three (3), and two (2) Reserve Capacity Units for the first, second, and third hours, respectively. Therefore, in this example, the total rented Reserve Capacity Units for the two and a half (2.5) hour period equals six (6) Reserve Capacity Units.

(ii) **Reserve Capacity Rate.** The City will pay to the State a rental rate on each Reserve Capacity Unit in accordance with Attachment B (as shall be amended) as an additional monthly payment to be invoiced by the State.

(iii) **Payment for Reserve Capacity Units.** The rental rate for Reserve Capacity Units shall be invoiced for the time period in which the City rented the Reserve Capacity Units. The City shall make payment to the State in accordance with Section 6 of this Agreement.

(iv) **Deemed Notice of Intent to Purchase Additional Capacity.** At such time that the City has rented a cumulative total of 200 Reserve Capacity Units in any one Heating Season, the City shall be deemed to have provided notice to the State of its intent to purchase additional Units of Capacity the following May 1 equal to the number of Reserve Capacity Units rented during such Heating Season divided by the number of hours (or portions thereof) where the City's Thermal Energy Requirements at the Thermal Point of Delivery exceeded its Contracted Capacity during that Heating Season. The State agrees to continue to rent Reserve Capacity Units to the City for the remainder of that Heating Season.

(v) **State's Inability to Rent Reserve Capacity Units.** If the State is unable to meet the City's Thermal Energy Requirements for a particular Heating Season through the rental of Reserve Capacity Units and sale of the associated Energy to the City, in accordance with this Section 3 due to the State's need (i) to service the State's load (estimated or actual); (ii) for the State to maintain reasonable reserves and system redundancy; or (iii) to maintain any applicable federal tax law covenants in connection with the State's financing for such Capacity, then the City may make alternate arrangements from another source, including from City Boilers, to meet the City's Thermal Energy Requirements, but only to the extent the State is unable to meet the City's Thermal Energy Requirements.

If the State is unable to rent Reserve Capacity Units to the City as set forth above, it must notify the City within twenty-four (24) hours of the time at which the metered Energy being delivered to the City exceeds the Contracted Capacity plus any Reserve Capacity Units already rented hereunder, and set forth the reason(s) for its inability to rent Reserve Capacity Units to the City. Should the excessive actual metered delivery occur on a weekend or a State or Federal Holiday then the State shall have until the end of the next Business Day to respond. If excessive actual metered delivery occurs on the day prior to a weekend or State or Federal Holiday then the State shall have until the end of the next Business Day to provide written notice to the City of its inability to rent additional Reserve Capacity Units to the City.

3.3 **Exclusive Supplier.** The State shall be the City's exclusive supplier of the City's Capacity and City's Thermal Energy Requirements during the Term of this Agreement, except in the following situations:

(i)Where it is in the mutual interest of the Parties due to a significant technological advancement that substantially allows both Parties to realize an economic benefit;

(ii)Outside the Heating Season the City may use its City Boilers;

(iii)During no more than 200 hours in any Heating Season when the City exceeds its Contracted Capacity the City may supplement the City's Thermal Energy Requirements by operating the City Boilers. On a schedule and in a manner consistent with the City Operating Protocol, the City shall provide an accounting to the State indicating the extent of operation, including but not limited to dates and hours, of the City Boilers for the prior month;

(iv)At such times as the State is operating the State Heat Plant using oil as its primary fuel source, the City may supplement the City's Thermal Energy Requirements by operating the City Boilers;

(v) Where permitted in accordance with Section 3.1(iii) **(State's Inability to Sell Additional Capacity) and 3.2(v) (State's Inability to Rent Reserve Capacity Units); and**

(vi) In instances of *force majeure* or interruption required and called for under this Agreement.

SECTION FOUR

4. PURCHASE AND SALE OF ENERGY; ENERGY PAYMENT RATE; FIXED PAYMENT RATE; RECONCILIATION

4.1. **Purchase and Sale of Energy.** The State shall sell and deliver to the City and the City shall purchase, pay for and receive from the State during the Term of this Agreement Energy in amounts not to exceed the Contracted Capacity plus any Reserve Capacity Units rented hereunder, as measured at the Thermal Point of Delivery.

4.2. Energy Price.

(i) The Energy Payment Rate shall be the pro rata share of estimated Variable Costs for the upcoming Heating Season based on each Parties' respective share of the total Energy delivered by the State Heat Plant, subject to any increase or decrease to reflect Reconciliation from the prior year. The Energy Payment Rate shall be billed to the City in accordance with Section 6.

(ii) The Fixed Payment Rate is the pro rata share of estimated Fixed Costs based on each Parties' respective share of the Capacity of the State Boilers, excluding back-up, for the upcoming Heating Season, subject to any increase or decrease to reflect Reconciliation from the prior year. The Fixed Payment Rate shall be billed to the City in accordance with Section 6.

(iii) Not later than June 1 of each year of the Term, the State shall provide the City, in writing, its good faith estimated Production Costs, the Reconciliation of Production Costs for the preceding Heating Season, if applicable, and a proposed rate schedule to establish the Energy Payment Rate and the Fixed Payment Rate for the upcoming Heating Season. In addition the State will prepare estimates for each of the next two (2) subsequent Heating Seasons. The State shall supply the City all pertinent materials supporting the calculations of the Production Costs (including annual maintenance), Reconciliation, Energy Payment Rate, Fixed Payment Rate, and estimates for the following two (2) Heating Seasons. In all cases that the State contends that such costs should be included in the calculation of Production Costs it shall furnish to the City the reason for such inclusion.

(iv) The City shall have until June 30 of each year to review the information supplied in accordance with Subsection (i) above and discuss it with the State.

(v) Not later than July 1 of each year, after taking into account the comments and concerns of the City, the Commissioner shall issue a rate schedule to establish the Energy Payment Rate and Fixed Payment Rate for the upcoming Heating Season.

(vi) During each of the last three (3) years of the Term this Agreement, the same procedure will be followed for each of the last three (3), two (2), and one (1) year periods, respectively. Any amount owed to the City or owed by the City on the expiration or termination of this Agreement shall be paid by the owing Party within thirty (30) days of receiving notice of an accounting prepared to reflect such an amount owed by the owing Party.

(vii) If at any time during a Heating Season the State determines the Energy Payment Rate or the Fixed Payment Rate requires adjustment, the State shall provide the City at least four (4) weeks written notice of any changes (proposed or actual) to a previously provided estimate of the Energy Payment Rate or Fixed Payment Rate.

4.3. **Reconciliation Process**.

(i) The Parties agree that, since the Energy Payment Rate and the Fixed Payment Rate for any single Heating Season are based on estimated Productions Costs, the Energy Payment Rate and the Fixed Payment Rate for the upcoming Heating Season should be adjusted to account for any over- or under-estimate of Production Costs for the prior Heating Season. A reconciliation of the Energy Payment Rate and the Fixed Payment Rate serves two purposes:

(a) It will correct any over- or under-collection for the prior Heating Season; and

(b) The actual Production Costs shall be the basis for the new Energy Payment Rate and the new Fixed Payment Rate for the upcoming Heating Season, thus reflecting an the most reliable data available.

(ii) Prior to each June 1 of the Term, the State shall compare the actual Production Costs of the prior Heating Season with the estimated Production Costs used to develop the Energy Payment Rate and the Fixed Payment Rate for the prior Heating Season to determine any over- or under-estimate of Production Costs for the prior Heating Season (“Reconciliation”).

4.4. **Obligation of City to Provide Thermal Energy.** At such times when the State Heat Plant is unable to meet the Capacity needs of the State and the Contracted Capacity of the City due to a scheduled or unscheduled outage, the City will, if requested by the State, supplement the City’s Thermal Energy Requirements by operating the City Boilers.

4.5. **Use of Oil.** The State will use wood or biofuel as primary fuel for the State Heat Plant unless market or other conditions make it less expensive or otherwise necessary to burn oil. In the event the State uses oil as a primary fuel source for the State Heat Plant, it shall notify the City in accordance with Section 18.

4.6. **Facilitating Distribution.** The Parties agree to facilitate Energy distribution as set forth below.

(i) During the period(s) the State is the exclusive supplier to the City pursuant to Section 3.3 of this Agreement, should the City wish to purchase Energy and sell it to an entity or entities not connected to the City Distribution System but which is or are adjacent to the State Distribution System and the State has the distribution system capacity without installing additional distribution system or building additional facilities to deliver Energy to such entity or entities on behalf of the City, the State shall transmit such Energy across the State Distrib-ution System for the City for no fee. All reasonable costs and expenses incurred to connect such entity, including but not limited to metering, steam and condensate piping and energy conversion equipment, including reasonable transmission losses and as may be necessary for proper operation of the State Distribution System to affect the delivery of Energy, shall be the responsibility of the City.

(ii) Should the State wish to deliver Energy to a State owned building(s) (including where the State has a capital or financial lease) located within or adjacent to the City Distribution System and the City has the distribution system capacity without installing additional pipe or building additional facilities to deliver Energy to the State's owned building(s) (including where the State has a capital or financial lease), the City shall transmit such Energy across the City Distribution System for the State for no fee. All reasonable additional costs and expenses incurred to connect such building(s), including but not limited to metering and interconnection equipment, as may be necessary for the proper operation of the City Distribution System to affect delivery of Energy shall be the responsibility of the State, including reasonable transmission losses.

SECTION FIVE

5. PLANNING REQUIREMENTS

5.1. **Exchange of Information.** The City and State agree to exchange information regarding their future Capacity and Energy requirements and estimated costs and expenses of the State Heat Plant operation on an annual basis, as set forth in this Section 5.

5.2. **City's Estimated Monthly Loads.** Not later than May 1 of each year, the City shall provide the State, in writing, its good faith estimated Contracted Capacity requirements, monthly estimates of the City's Thermal Energy Requirements, and its monthly estimated Energy load factors for the upcoming Heating Season, and each of the subsequent two (2) Heating Seasons, and all pertinent materials supporting the calculation of the estimated Contracted Capacity requirements, monthly estimates of the City's Thermal Energy Requirements, and monthly estimated Energy load factors. During each of the last three (3) years of the Term of this Agreement, the City shall provide the State with its good faith estimated Contracted Capacity, City's Thermal Energy Requirements, and Energy load factor requirements for each month of the last three (3), two (2) and one (1) year periods, respectively.

5.3. **State's Estimated Maintenance Schedule**. Not later than June 1 of each year, the State shall provide the City, in writing, its good faith estimated annual maintenance schedule(s) for the period beginning July 1 of each of the subsequent three (3) years. During each of the last three (3) years of the Agreement, as it may be extended, the State shall provide the City with its good faith estimated annual maintenance schedule for each of the last three (3), two (2) and one (1) year periods, respectively. Provided, however, that nothing in this Section 5 shall limit the State's ability to perform the maintenance it deems necessary or advisable, in its sole discretion, to assure that the State Heat Plant and State Distribution System will perform efficiently and reliably and the State Heat Plant will perform consistent with the State Operating Protocol.

5.4. **<u>City's Estimated Maintenance Schedule</u>.** Not later than May 1 of each year, the City shall provide the State, in writing, its good faith estimated annual maintenance schedule(s) for the City Boilers and City Distribution System for the period beginning July 1 of each of the subsequent three (3) years. During each of the last three (3) years of this Agreement, as it may be extended, the City shall provide the State with its good faith estimated annual maintenance schedule for each of the last three (3), two (2) and one (1) year periods, respectively. Provided, however, that nothing in this Section 5 shall limit the City's ability to perform the maintenance it deems necessary or advisable, in its sole discretion, to assure that the City Boilers and City Distribution System will perform reliably and consistent with the City Operating Protocol.

5.5. **<u>Cooperation Regarding Maintenance</u>.** Each Party will cooperate with the other Party to schedule its maintenance activities (including any changes to any previously provided schedule of such activities) to coincide where necessary or advisable with the maintenance activities of the other Party.

5.6. **<u>Permits</u>**. The Parties shall take all reasonable action necessary to secure all the required governmental Permits required by or for this Agreement in its entirety.

5.7. **<u>Notice</u>.** In the event either Party determines it is necessary to change the planning information it has provided to the other Party as required in this Section Five, it shall give the other Party at least four (4) weeks written advanced notice of any such changes (proposed or actual); *provided, however,* each Party shall give as much notice as reasonably practicable (in light of all the circumstances) of any such changes.

SECTION SIX

6. BILLING AND PAYMENT

6.1. **<u>Format</u>.** The State shall bill the City on a monthly basis.

6.2. **<u>Payment</u>.** The City shall pay the State for Energy delivered under and pursuant to this Agreement at the Energy Payment Rate and any Reserve Capacity Units rented during the month. The City shall also pay the State the Fixed Payment Rate. Payment, except for any amounts disputed in good faith, shall be made to the State by the City within thirty (30) days after receiving such billing for the first year of this Agreement following the Commercial Operation Date. After this first year, payment shall be made to the State within fifteen (15) days after receipt of such billing. All such payments shall be sent to the Commissioner.

6.3. **<u>Billing Error</u>.** Any billing adjustment required as a result of an error in metering shall be made retroactive to the midpoint of the period between the meter calibration test which revealed the error in metering and the next most recent meter calibration test. Should the Parties mutually agree on the time the meter failed to make an accurate measurement, the adjustment for such case will be made retroactive to that time.

6.4. **Late Payment Penalty and Charge.** Any failure by the City to pay its monthly bill in full as required in Section 6.2, except for any amount disputed in good faith, shall result in the imposition of a late payment penalty of two hundred and fifty dollars ($250.00).

Additionally, a late payment charge of 1.5 percent per month, to be first imposed upon the expiration of one month from the date payment is due shall be added to the past due amount if the bill is not paid by the due date.

These rights of a late payment penalty and charge are not in lieu of other rights the State may have existing at law or equity for failure to make timely payments.

6.5. **Good Faith Billing Disputes.** If the City disputes in good faith any monthly billing or adjustments to any billing, then the City shall pay the undisputed amount to the State and pay the disputed amount to a separate interest bearing account of an Account Agent. The disputed funds shall be held in this account during the pendency of the dispute. After resolution of the dispute, both Parties will jointly designate to the Account Agent the proper distribution of all accounts, funds, and accumulated interest. Any expenses by the Account Agent shall be borne in equal parts by the Parties. The State shall not have the right to suspend or terminate deliveries of Energy as a result of any or all good faith disputes.

SECTION SEVEN

7. COOPERATION

7.1. **Information and Time of Performance.**

(i) Each Party shall provide the other Party with any information that the Party may have that is reasonably required by the other Party in planning, designing, constructing, owning, managing, operating, and maintaining its portion of the Project.

(ii) The State and the City shall mutually agree on the final engineering design of the State Heat Plant and the City Distribution System to the extent necessary to ensure compatibility between the State Heat Plant and the City Distribution System and City Boilers and to meet the timing of the initial delivery of Energy to the City, for purposes of start-up, testing or otherwise.

(iii) Each Party will exercise good faith toward the other in connection with the tasks required by each to advance the business relationship contemplated by this Agreement.

(iv) In the event of Termination of this Agreement, each Party shall deliver to the other such engineering designs and drawings, and permit applications and permit approvals as may be required by the other Party. Further, each Party agrees to cooperate with the other to assist with the continuation of the other Party's respective portion of the Project and the recovery of any Department of Energy grant funds. Other than Department of Energy grant funds, each Party agrees to be responsible for its own expenses and costs through the date of termination, as well as any remaining residual costs and expenses to terminate its participation in the Project.

SECTION EIGHT

8. OPERATIONS AND MAINTENANCE

8.1. <u>Operating Protocols</u>.

(i) The State shall be responsible for the operation of the State Heat Plant, including the State Boilers. At least six (6) months prior to the estimated Commercial Operation Date, the State shall select and retain an independent insured engineer who shall prepare the State Operating Protocol appropriate for the Term of this Agreement, which shall take into account the system supplier's recommendations and shall include, if deemed appropriate by the State's independent insured engineer, anticipated changes over time as the associated equipment ages. The State agrees to operate the State Heat Plant in accordance with the State Operating Protocol. Throughout the Term, the State shall retain an independent insured engineer to review the State Operating Protocol at least every five (5) years, or such earlier time as the State Operating Protocol requires, and shall modify or revise the State Operating Protocol as may be required by the State Operating Protocol or as it may be advised by its independent insured engineer.

(ii) The City shall be responsible for the operation of the City Distribution System and the City Boilers. At least six (6) months prior to the estimated Commercial Operation Date, the City shall select and retain an independent insured engineer who shall prepare the City Operating Protocol appropriate for the Term of this Agreement, which shall take into account the system supplier's recommendations and shall include, if deemed appropriate by the City's independent insured engineer, anticipated changes over time as the associated equipment ages. The City agrees to operate the City Distribution System and the City Boilers in accordance with the City Operating Protocol. Throughout the Term, the City shall retain an independent insured engineer to review the City Operating Protocol at least every five (5) years, or such earlier time as the City Operating Protocol requires, and shall modify or revise the City Operating Protocol as may be required by the City Operating Protocol or as it may be advised by its independent insured engineer.

(iii) The Parties shall share equally in the cost of preparing and revising the State Operating Protocol and City Operating Protocol and the costs and expenses of the independent insured engineers throughout the Term.

8.2. <u>State Heat Plant</u>. The State shall operate and maintain the State Heat Plant in accordance with the State Operating Protocol and applicable Legal Requirements in such a manner that the State Heat Plant is capable of delivering Capacity and associated Energy to the City.

8.3. **<u>City Boilers and City Distribution System</u>.** The City shall operate and maintain the City Boilers and City Distribution System in accordance with the City Operating Protocol and applicable Legal Requirements in such a manner that the City Boilers and City Distribution System are capable of receiving Energy from the State and delivering Energy to the City and that there will be no adverse impact on the State's ability to operate the State Heat Plant and State Distribution System.

8.4. **<u>Make-Up Water and Electric Service</u>.** The City Distribution System is separate and distinct from the State Heat Plant and State Distribution System. The City shall be solely responsible for the electric and water service needed for the City Distribution System.

8.5. **<u>Maintenance Reserve</u>.** A Maintenance Reserve will be established by the Commissioner sufficient to cover estimated maintenance expenses for the State Heat Plant, based on the most recent State Operating Protocol. The purpose of the Maintenance Reserve is to minimize changes in the year-over-year cost schedule necessary to cover maintenance expenses that are necessary but occur less frequently than yearly. The State will provide the City with information that allows the City to confirm the Maintenance Reserve schedule and cost estimate, to the extent consistent with the length and extent of the City's entitlement to its Contracted Capacity. After consulting with the City, the Commissioner shall establish the Maintenance Reserve schedule and cost estimate.

8.6. **<u>Coordinating Committee.</u>** The Parties shall form a committee (the "Coordinating Committee") approximately three (3) months prior to the estimated Commercial Operation Date. The State shall appoint three (3) representatives and three (3) alternate representatives and the City shall appoint two (2) representatives and two (2) alternate representatives to serve on the Coordinating Committee. Each Party shall notify the other in writing of such appointments and any changes thereto. The Commissioner shall appoint the Chair of the Committee from one of the three (3) State representatives. The Chair of the Committee shall oversee the meetings and provide notices and information prior to the meetings. The Chair shall not vote on any issue or recommendation unless there is a tie vote by the Committee members. The Coordinating Committee shall meet quarterly to conduct performance reviews and otherwise as frequently as the Chair or a majority of the members deems necessary. The Committee members shall cooperate in scheduling meetings.

8.7. **<u>Technical Matters</u>.** The Coordinating Committee shall be a forum for discussing technical matters relating to the operation and maintenance of the State Heat Plant, the City Boilers and City Distribution System, including emergency procedures and operating reliability in the delivery of the Energy as set forth in this Agreement. The Coordinating Committee shall serve solely as a means of cooperation and interchange of information between the Parties in connection with this Agreement. Without limiting the foregoing, the Coordinating Committee may recommend to the Parties (i) an audit or review of the State Operating Protocol, the City Operating Protocol, or both; (ii) maintenance systems and practices; and (iii) incident follow-up procedures. Any recommendation, endorsement, approval, suggestion, advice or other action (hereafter "recommendations") by the Coordinating Committee shall be subordinate to the authority vested in the Commissioner. The Coordinating Committee's recommendations shall be non-binding but the Parties agree that each Party shall reasonably consider all written recommendations by the Coordinating Committee.

8.8. **Compliance.** Neither the Coordinating Committee nor any representative thereto, in its capacity as such, shall have authority to give any consents, approvals or waivers hereunder or to modify or waive compliance with any terms or conditions of any Material Project Document. No action or inaction of the Coordinating Committee or by any representative thereto, in its capacity as such, shall limit, waive, relieve or otherwise affect in any way the rights or obligations of either Party hereto from that set forth in this Agreement, as it may be amended. Nor is the Coordinating Committee to substitute for the person who is identified in Section 18, hereof to receive formal notices hereunder.

SECTION NINE

9. FORCE MAJEURE

9.1. **Invocation and Effect of *Force Majeure*.** Notwithstanding any other Section or provision of this Agreement, the State shall not be liable to the City for its failure to deliver Contracted Capacity and associated Energy, and the City shall not be liable to the State for its failure to receive and pay for Contracted Capacity and associated Energy, when such failure shall be due to a cause or event beyond the reasonable control of the claiming Party and the occurrence and severity of which the claiming Party could not with reasonable diligence and foresight have anticipated and, despite diligent efforts to avoid or overcome, prevents the claiming Party from performing its obligations under this Agreement. Provided these criteria are met, *force majeure* events include, but are not limited to, accident to or breakage of pipelines or equipment, failure of boiler or boiler auxiliary equipment or lines, fires, floods, extreme and unforeseeable weather conditions, strikes, lockouts, riots, acts of war, sabotage, acts of nature or public enemy, shutdowns for unanticipated repairs and maintenance, failure of contractors or suppliers to comply with performance requirements of the contracts, times which, in the opinion of the State, an unsafe condition exists, which may result in possible harm to persons and/or machinery, or will exist if operation were to continue, or, without limitation by enumeration, any other cause beyond the State's or the City's reasonable control provided the State or City shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume delivery of Contracted Capacity or Reserve Capacity and associated Energy. The Party seeking to invoke this protection shall provide notice to the other Party as soon as practicable, but within no more than twenty-four (24) hours of the event or such other time as is reasonable under the circumstances. The Party shall further notify the other Party as to the time when a *force majeure* condition no longer is in effect.

9.2. **Effect of *Force Majeure*.** If either Party is unable to perform, wholly or in part, any of its obligations under this Agreement because of *force majeure*, such Party will be excused from such performance to the extent such inability is due to *force majeure*, provided that:

(i) The non-performing Party shall notify the other Party as required herein specifying the details of the *force majeure* event and attempts to cure it;

(ii) If the Party's inability to perform this Agreement due to the effects of the *force majeure* event continue for more than thirty (30) days, the non-performing Party shall give the other Party notice every seven (7) days thereafter if the *force majeure* event occurs either within the Heating Season or occurs or is continuing to occur within thirty (30) days prior to the Heating Season. Otherwise, such notice shall be every thirty (30) days;

(iii) The excuse of performance shall be of no greater scope and of no longer duration than reasonably required to remove the cause of failure;

(iv) The non-performing Party proceeds diligently to remedy its inability to perform; and

(v) When the non-performing Party is able to resume performance it gives the other Party notice to that effect as soon as reasonably possible.

SECTION TEN

10. RECORDS AVAILABLE FOR AUDIT

Each Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this Agreement for not less than seven (7) years for inspection by any authorized representatives of the State or Federal Government. Once any litigation, claim, or audit is started, all records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Each Party, 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.

SECTION ELEVEN

11. THERMAL POINT OF DELIVERY

11.1. Thermal Point of Delivery. The Thermal Point of Delivery for the Energy sold by the State to the City shall be at the high pressure steam side of the thermal conversion unit where the State Heat Plant interconnects with the City Distribution System.

11.2. Thermal Conversion Unit. The State will design and construct the thermal conversion unit as part of the State Heat Plant construction, which shall have an initial capacity of 13.5 Million BTU/Hour. The City will be responsible for providing the State with all design criteria and conversion system functional descriptions, including but not limited to pressure drop and temperature out and in data and/or any other data sufficient to enable the State's engineer to meet the responsibility to design and construct the thermal conversion unit. Upon completion of construction, the State will convey and the City will assume ownership of the thermal conversion unit and all responsibility of operation, maintenance, upgrades, and removal.

SECTION TWELVE

12. METERING

12.1. **Metering Devices.** The State shall be responsible for specifying, installing, calibrating, maintaining, repairing, replacing and operating all Metering Devices on its side of the Thermal Point of Delivery. The State's Metering Devices shall be located on the higher pressure steam side of the thermal conversion unit and on the condensate header from the thermal conversion unit. All Metering Devices used to measure the Energy delivered and the heat content at the condensate at the Thermal Point of Delivery shall be sealed and the seal may be broken only when such Metering Devices are to be inspected, and tested and/or adjusted.

12.2. **Testing the Metering Devices.** The Metering Devices shall be tested at least annually by a qualified independent third party selected by the State. The State shall provide the City with the name and qualifications of the independent third party it selected at least ten (10) days prior to the testing. The City has three (3) Business Days to object to the independent third party selected by the State. If the City objects to the independent third party selected by the State then the State and City shall endeavor to select a third party agreeable to both Parties to test the Metering Device(s) within the next seven (7) days. If the Parties are unable to reach agreement upon the expiration of the seven (7) days, then the Commissioner shall select a qualified independent third party.

12.3. **Access to Metering.** Metering Devices and charts used in the implementation of this Agreement that are located on the State's property shall be accessible at all normal business hours to reading, inspection and examination by the City. City meters and charts used in the implementation of this Agreement that are located on the City's property shall be accessible at all normal business hours to reading, inspection and examination by the State.

12.4. **Metering Calibration.** The State shall coordinate and schedule one calibration each year to calibrate its Metering Devices during normal plant operations. The State shall provide the City advance notice such that the City may have its representatives present for each such calibration. Calibrations shall be performed in a workmanlike manner according to accepted industry standards. The State shall promptly provide the City with copies of calibration results.

12.5. **Metering Errors.** Errors in Metering Devices and any City meters of more than plus or minus three (3) percent shall require prompt correction and an affirmative demonstration that the errors have been eliminated.

12.6. **City's Meters.** The City may install, maintain, and operate meters at the City's expense, provided that any such meters are installed on the City's side of the Thermal Point of Delivery and do not interfere with the operation of the State Heat Plant. The City shall coordinate and schedule one meter calibration each year to calibrate its meters during normal plant operations. The City shall provide the State advance notice such that the State may have its representatives present for each such calibration. Calibrations shall be performed in a workmanlike manner according to accepted industry standards. The City shall promptly provide the State with copies of calibration results.

SECTION THIRTEEN

13. DISPUTE RESOLUTION

13.1. **Negotiation, Administrative and Judicial Remedies.** In the event of a dispute or disagreement between the Parties arising out of or relating to this Agreement (the "Disputed Matter"), designated representatives for the City and the State shall meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within three (3) Business Days thereafter, the Parties agree to elevate the dispute to a meeting of the Commissioner and the City Manager. If a resolution of such dispute does not occur during such meeting or within five (5) Business Days thereafter, the Parties agree to elevate the dispute to the State's Secretary of Administration. If the Secretary of Administration concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the Parties may seek all available legal or equitable remedies.

During the pendency of any Disputed Matter, the City and the State shall continue to perform their respective obligations under this Agreement and act in good faith to mitigate any potential damages or interruption in the performance of the obligations hereunder.

13.2. **Trial by Jury.** The City acknowledges and agrees that the State shall not agree to arbitration and the State is prohibited by policy and shall not waive any right to a trial by jury.

SECTION FOURTEEN

14. EVENTS OF DEFAULT, REMEDIES

14.1. **Events of Default.** There shall have been deemed to have occurred an event of default (an "Event of Default") with respect to a Party (the "Defaulting Party") upon the occurrence and during the continuance of any of the following events:

(i) The Defaulting Party fails to pay any undisputed amount when due pursuant to this Agreement and such failure is not cured within five (5) Business Days after receiving notice of such failure from the non-Defaulting Party;

(ii) The Defaulting Party fails to perform any obligation under this Agreement (other than that specified in Section 14.1.(i) and such failure is material and not cured within twenty (20) days after receiving notice of such failure from the non-Defaulting Party; provided, however, if such default is capable of being cured and the Defaulting Party is diligently seeking to cure such default, then such period of twenty (20) days shall be extended for such time as is necessary to cure such default up to such additional period of time as the Parties may agree;

(iii) Any representation or warranty made by the Defaulting Party in this Agreement was untrue when made, and such misrepresentation is material and not cured within twenty (20) days after receiving notice of such misrepresentation from the non-Defaulting Party.

14.2. **Remedies.** Notwithstanding any other provision to the contrary, upon the occurrence and during the continuation of any Event of Default, the non-Defaulting Party shall have the right to:

(i) Terminate this Agreement;

(ii) Suspend performance of its obligations hereunder;

(iii) Seek provisional or equitable remedies directly from superior court;

(iv) Seek specific performance of the obligations of the Defaulting Party hereunder from superior court;

(v) Pursue any other legal action including damages.

14.3. **Remedies Cumulative.** Subject to the releases and the waivers, allocations and disclaimers of, and limitations on, liability or remedies or recourse set forth in this Agreement, each right or remedy of the Parties provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy provided for in this Agreement, and the exercise, or the beginning of the exercise, by the Party of any one or more of any such rights or remedies shall not preclude the simultaneous or later exercise by such Party of any or all other of such rights or remedies.

14.4. **Performance During Dispute.** The Parties shall continue to perform their respective obligations under this Agreement during the pendency of any unexpired cure period (as set forth above) for an Event of Default of which the non-Defaulting Party has given notice.

SECTION FIFTEEN

15. WARRANTY

Other than as set forth herein, the State makes no warranties, representations or conditions of any kind or nature with respect to this Agreement, express or implied, in fact or by law, including without limiting the generality of the foregoing any warranty of merchantability or fitness for a particular purpose.

SECTION SIXTEEN

16. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing, signed by each Party after all necessary governmental approvals or authorizations have been obtained.

SECTION SEVENTEEN

17. JURISDICTION

The City and the State each agree that any action or proceeding brought by either the State or the City in connection with this Agreement shall be brought and enforced in the Washington County Superior Court of the State of Vermont. The Parties irrevocably submit to the jurisdiction of such court in respect of any such action or proceeding.

SECTION EIGHTEEN

18. NOTICES

18.1. Notices. All notices must be given in accordance with the terms of this Section 18.1 and shall be sent to the addresses set forth below (or such other addresses as may be provided from time to time). A notice, consent or other communication required to be made under this Agreement shall be in writing and shall be sufficient if personally delivered or sent by registered U.S. mail or certified mail, return receipt requested, to either Party at the address specified below. Any notice personally delivered shall be effective on the date of receipt. Further the Parties may deliver notice by electronic mail or facsimile transmission, however each Party agrees that if any notices are sent via electronic mail or facsimile transmission, and such notices require a consent, express or implied, or other affirmative action from the receiving Party (as opposed to notices of events such as meetings, reports and the like), then, in addition, the sending party shall provide a hard copy of such notice, either via hand delivery, certified mail or overnight courier. All notices required by this Agreement shall be directed to:

State of Vermont
Commissioner
Vermont Department of Buildings and General Services
2 Governor Aiken Ave.
Montpelier, Vermont 05633
Fax:
Email:

City of Montpelier

City Manager
City of Montpelier
39 Main Street
Montpelier, Vermont 05602
Fax:
Email:

The designation of such person(s) and/or addresses may be changed at any time by either Party upon written notice given pursuant to the requirements of this Section.

18.2. **Date of Receipt of Personal Delivery.** As proof of personal delivery, it shall be sufficient to produce a receipt showing personal service was made with the transmittal sheet confirming delivery to the proper person, with time and date, signed by the receiving Party.

SECTION NINETEEN

19. MISCELLANEOUS

19.1. **No Presumption of Construction For or Against Any Party.** Any rule of construction or interpretation requiring this Agreement to be construed or interpreted against any Party shall not apply to the construction or interpretation hereof.

19.2. **Titles or Headings; No Effect.** Section titles or headings appearing in this Agreement are inserted only for convenience of reference and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

19.3. **Authority of the Signatory.** Each of the signatories to this Agreement represents and warrants to the other Party that he/she has the authority to bind his/her principal to all of the covenants, promises, warranties, agreements, conditions, understandings and commitments set forth in this Agreement and exhibits/attachments and that all necessary governmental authorizations and approvals to bind the City and State, respectively, have been obtained. The City's signatory to this Agreement represents to the State that a binding resolution has been adopted by the City Council approving this Agreement in all respects prior to the execution of this Agreement, a true and correct copy of which shall be supplied to the State at or before the Effective Date. The State's signatory to this Agreement represents to the City that the State, acting by and through its Department of Buildings and General Services, has the necessary powers and authority to perform all acts to be performed by the State hereunder. To the extent additional permits, approvals or authorizations are required the Parties agree to pursue such permits, approvals, and/or authorizations in a prompt and cooperative manner. This Agreement is subject to approval as to form by the Vermont Attorney General.

19.4. **No Waiver or Release.** No waiver or release of any breach of this Agreement shall constitute a waiver or release of any other breach of the same or other provisions of this Agreement, and no waiver or release shall be effective unless made in writing. In the event that any provision(s) herein shall be illegal or unenforceable, such provision(s) shall be severed and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect, unless such provision(s) directly affect the delivery of Capacity and Energy or payment therefore.

STATE OF VERMONT **DEPARTMENT OF BUILDINGS AND GENERAL SERVICES**	**CITY OF MONTPELIER**
NAME **DATE**	**NAME** **DATE**
TITLE	**TITLE**

ATTACHMENT A

<u>SCHEDULE FOR THE PURCHASE OF ADDITIONAL CAPACITY</u>

<u>Capacity Price</u>. The price of each additional Unit of Capacity is determined by dividing the total cost (as finally determined) of placing the State Heat Plant into service (as of the Effective Date estimated to be $15.05 Million) by the Capacity of the State Boilers, excluding backup, in Million BTU/Hour (40.2 Million BTU/Hour) and adding the accumulated interest paid by the State on its general obligations bonds (as determined when the bonds financing the State Heat Plant are issued), in accordance with this Attachment A. This Attachment A shall be amended in accordance with Section 16 to reflect the final cost of constructing and placing into service the State Heat Plant and the actual interest cost to the State.

Schedule for the Purchase of Additional Capacity				
Notice Date*	**For Heating Season Beginning**	**Capacity Component Cost****	**Cost of Money Component****	**Price per Unit of Capacity**
May 1, 2012	October 1, 2012	$374,300	$4,018	$378,318
May 1, 2013	October 1, 2013	$374,300	$12,194	$386,494
May 1, 2014	October 1, 2014	$374,300	$20,656	$394,956
May 1, 2015	October 1, 2015	$374,300	$29,414	$403,714
May 1, 2016	October 1, 2016	$374,300	$38,479	$412,779
May 1, 2017	October 1, 2017	$374,300	$47,861	$422,161
May 1, 2018	October 1, 2018	$374,300	$57,572	$431,872
May 1, 2019	October 1, 2019	$374,300	$67,622	$441,922
May 1, 2020	October 1, 2020	$374,300	$78,025	$452,325
May 1, 2021	October 1, 2021	$374,300	$88,791	$463,091
May 1, 2022	October 1, 2022	$374,300	$99,934	$474,234
May 1, 2023	October 1, 2023	$374,300	$111,467	$485,767
May 1, 2024	October 1, 2024	$374,300	$123,404	$497,704
May 1, 2025	October 1, 2025	$374,300	$135,759	$510,059
May 1, 2026	October 1, 2026	$374,300	$148,545	$522,846
May 1, 2027	October 1, 2027	$374,300	$161,780	$536,080
May 1, 2028	October 1, 2028	$374,300	$175,478	$549,778
May 1, 2029	October 1, 2029	$374,300	$189,655	$563,955
May 1, 2030	October 1, 2030	$374,300	$204,328	$578,628
May 1, 2031	October 1, 2031	$374,300	$219,515	$593,815
May 1, 2032	October 1, 2032	$374,300	$231,359	$605,659
May 1, 2033	October 1, 2033	$374,300	$239,457	$613,757
May 1, 2034	October 1, 2034	$374,300	$247,838	$622,138
May 1, 2035	October 1, 2035	$374,300	$256,512	$630,812
May 1, 2036	October 1, 2036	$374,300	$265,490	$639,790
May 1, 2037	October 1, 2037	$374,300	$274,782	$649,082
May 1, 2038	October 1, 2038	$374,300	$284,399	$658,699
May 1, 2039	October 1, 2039	$374,300	$294,353	$668,653
May 1, 2040	October 1, 2040	$374,300	$304,656	$678,956
May 1, 2041	October 1, 2041	$374,300	$315,319	$689,619
May 1, 2042	October 1, 2042	$374,300	$326,355	$700,655

Note:
*Notice of intent to purchase additional capacity may be given at any time in advance of the notice date.
**Per Unit of Capacity as defined in Section 1.1.

ATTACHMENT B

RATE SCHEDULE FOR THE RENTAL OF RESERVE CAPACITY UNITS

Reserve Capacity Rate. The Reserve Capacity Unit rental rate is calculated as the price per Unit of Capacity for the relevant Heating Season as set forth in Attachment A to this Agreement, as amended (Schedule for the Purchase of Additional Capacity), times 1.1 (110 percent) divided by 5,088 ((the number of days in a typical Heating Season (212) times hours per day (24)).

Rate Schedule for the Rental of Reserve Capacity Units	
For Heating Season Beginning	**Reserve Capacity Unit Rental Rate***
October 1, 2012	$82
October 1, 2013	$84
October 1, 2014	$86
October 1, 2015	$88
October 1, 2016	$90
October 1, 2017	$92
October 1, 2018	$94
October 1, 2019	$96
October 1, 2020	$98
October 1, 2021	$101
October 1, 2022	$103
October 1, 2023	$106
October 1, 2024	$108
October 1, 2025	$111
October 1, 2026	$114
October 1, 2027	$116
October 1, 2028	$119
October 1, 2029	$122
October 1, 2030	$126
October 1, 2031	$129
October 1, 2032	$131
October 1, 2033	$133
October 1, 2034	$135
October 1, 2035	$137
October 1, 2036	$139
October 1, 2037	$141
October 1, 2038	$143
October 1, 2039	$145
October 1, 2040	$147
October 1, 2041	$150
October 1, 2042	$152
Note: *The amount listed is the rental rate per Reserve Capacity Unit for the given Heating Season in accordance with Section 3.2. This rate is to be billed to the City in accordance with Section 6.	

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement represents the entire agreement between the State of Vermont and City of Montpelier 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 C, "Party" shall mean the City of Montpelier

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 the Party 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 this 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 the Superior Court of the State of Vermont, Washington Division, 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 in the performance of this Agreement.

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:

$2,000,000.00 Per Occurrence

$2,000,000.00 General Aggregate

$2,000,000.00 Products/Completed Operations Aggregate

$ 1,000,000.00 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: $1,000,000.00 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. **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 the Party expends $500,000 or more in federal assistance during its fiscal year, the Party 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 Partymay 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.

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

The Party will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the Party 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 Party will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Party 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

9. **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, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

10. **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.

11. 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 certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that payment under the 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.

12. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a certification in accordance with paragraphs 9, 11 and 14.

13. **No Gifts or Gratuities**: Party shall not give title or possession of anything 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.

14. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the Effective Date, neither Party nor Party's officers 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.

(End of Standard Provisions)

CITY MEETING WARNING
FOR
MARCH 6, 2012

The legal voters of the City of Montpelier, in City Meeting in Montpelier, in the County of Washington and the State of Vermont, are hereby warned to meet in the City Hall Auditorium, in said Montpelier, on the first Tuesday in March, March 6, 2012, at seven o'clock in the forenoon, and there and then to cast their ballot for the election of officers, matters that by law must be determined by ballot, and other matters as directed by the Council. The polls will be opened at 7:00 A.M. and shall be closed and the voting machine sealed at 7:00 P.M.

ARTICLE 1. To elect a mayor for a term of two years; a city clerk for a term of three years; one commissioner for the Green Mount Cemetery for a term of five years; one park commissioner for a term of five years; two school commissioners, each for a term of three years; one council member from each district, for a term of two years.

ARTICLE 2. Shall the voters appropriate the sum of $6,874,043 for the payment of debts and current expenses of the City for carrying out any of the purposes of the Charter, plus payment of all state and county taxes and obligations imposed upon the City by law to finance the fiscal year July 1, 2012 to June 30, 2013? (Requested by the City Council)

ARTICLE 3. Shall the voters appropriate the sum of $__________ necessary for the support of the public school system for the fiscal year July 1, 2012 to June 30, 2013? (Local budget of $_____________plus grant budget of $_________, for a total school budget of $_________.) (Requested by the School Board)

ARTICLE 4. Shall the voters appropriate the sum of $__________ for the support of the Recreation Department for the fiscal year July 1, 2012 to June 30, 2013? (Requested by the School Board)

ARTICLE 5. Shall the voters appropriate the sum of $3,000 as compensation to the Mayor for services for the fiscal year July 1, 2012 to June 30, 2013? (Requested by the City Council)

ARTICLE 6. Shall the voters appropriate the sum of $7,200 ($1,200 each) as compensation to the Council Members for their services for the fiscal year July 1, 2012 to June 30, 2013? (Requested by the City Council)

ARTICLE 7. *Shall the voters appropriate the sum of $7,300 (Chair $1,300; others $1,000 each) as compensation to the School Commissioners for their services for the fiscal year July 1, 2012 to June 30, 2013? (Requested by the School Board)*

ARTICLE 8. *Shall the voters authorize the Board of School commissioners to hold any audited fund balances as of June 30, 2012 in a reserve fund to be expended under the control and direction of the Board of School Commissioners for the purpose of operating the school? (Requested by the School Board)*

ARTICLE 9. Shall the voters authorize the City Council to borrow a sum not to exceed *$870,000* for *infrastructure improvements and equipment purchase*? If approved bonds for these capital items would be issued for a term of 20 years. With a 20 year bond, approximately $23,500 would be required for the first year interest payment and approximately $74,300 for the second year principal and interest payment and future payments declining each year as the principal is repaid. (Requested by the City Council)

ARTICLE 10. *Shall the voters amend the Charter of the City of Montpelier to allow for a local sales tax as follows? (SUMMARY TEXT TO BE PROVIDED BY CITY ATTORNEY) (Requested by the City Council)*

ARTICLE 11. *Shall the voters amend the Charter of the City of Montpelier to allow for a local rooms/meals and alcohol taxes as follows? (SUMMARY TEXT TO BE PROVIDED BY CITY ATTORNEY) (Requested by the City Council)*

ARTICLE 12. *Shall the voters amend the Charter of the City of Montpelier to change requirements for City Meetings, Special City Meetings and Reconsideration and Rescission? (SUMMARY TEXT TO BE PROVIDED BY CITY ATTORNEY) (Requested by the City Council)*

ARTICLE 13. Shall the voters appropriate the sum of $41,000 to be placed in a special revenue account under the name of the Montpelier Housing Trust Fund? Such account, including interest and earnings thereon, shall be used exclusively by the City to award grants and loans to appropriate non-profit organizations to preserve, construct and rehabilitate dwelling units affordable to households with incomes less than or equal to 80% of median income (with a priority for homeownership units) and which are subject to covenants or restrictions that preserve their affordability for a minimum of 15 years. (Requested by the City Council)

ARTICLE 14. To see if the voters will vote the sum of $299,855 to be used by the Kellogg-Hubbard Library for the fiscal year July 1, 2012 to June 30, 2013. (This amount is in addition to the $43,937.70 for the library bond payment included in the City General Fund Budget, Article 2.)

ARTICLE 15. Shall the voters appropriate the sum of $3,075 to be used by the CIRCLE (formally Battered Women's Services Shelter) for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 16. Shall the voters appropriate the sum of $2,000 to be used by the Central Vermont Community Action Council for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 17. Shall the voters appropriate the sum of $6,000 to be used by the Central Vermont Adult Basic Education for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 18. Shall the voters appropriate the sum of $5,000 to be used by the Central Vermont Community Land Trust for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 19. Shall the voters appropriate the sum of $5,000 to be used by the Central Vermont Council on Aging for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 20. Shall the voters appropriate the sum of $18,000 to be used by the Central Vermont Home Health and Hospice for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 21. Shall the voters appropriated the sum of $6,000 to be used by Community Connections for programs at Union Elementary, Main Street Middle School and Montpelier High School for the fiscal year July 1, 2012 to June 30, 2013.

ARTICLE 22. Shall the voters appropriate the sum of $3,500 to be used by the Family Center of Washington County for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 23. Shall the voters appropriate the sum of $2,500 to be used by the Friends of the North Branch Nature Center for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 24. Shall the voters appropriate the sum of $500 to be used by the Friends of the Winooski River for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 25. Shall the voters appropriate the sum of $400 to be used by the Good Beginnings of Central Vermont for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 26. Shall the voters appropriated the sum of $1,500 to be used by the Green Mountain Youth Symphony for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 27. Shall the voters appropriate the sum of $5,000 to be used by the Montpelier Home Delivery Program (Meals on Wheels) for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 28. Shall the voters appropriate the sum of $1,500 to be used by the Montpelier Veterans Council for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 29. Shall the voters appropriate the sum of $1,250 to be used by the People's Health & Wellness Clinic for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 30. Shall the voters appropriate the sum of $2,000 to be used by the Project Independence-Adult Day Service for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 31. Shall the voters appropriate the sum of $3,000 to be used by the Retired & Senior Volunteer Program for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 32. Shall the voters appropriate the sum of $2,000 to be used by the Sexual Assault Crisis Team of Washington County for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 33. Shall the voters appropriate the sum of $500 to be used by the Vermont Association for the Blind & Visually Impaired for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 34. Shall the voters appropriate the sum of $5,000 to be used by the Vermont Center for Independent Living for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 35. Shall the voters appropriate the sum of $5,000 to be used by the Washington County Youth Service Bureau for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 36. Shall the voters appropriate the sum of $15,000 to be used by the Washington County Basement Teen Center for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 37. Shall the voters appropriate the sum of $1,950 to be used by the Washington County Diversion Program for the fiscal year July 1, 2012 to June 30, 2013?

ARTICLE 38. Shall the voters appropriate the sum of $3,500 to be used by the Youth Programs of Lost Nation Theater for the fiscal year July 1, 2012 to June 30, 2013?

Dated this __ day of January, 2012

Signed:

Mary S. Hooper, Mayor

Members of the City Council:

CITY SEAL:

ATTEST:

Charlotte L. Hoyt, City Clerk