



**CITY OF
MONTPELIER
MONTPELIER,
VERMONT**

Agenda for City
Council Meeting
Wednesday, June 22,
2011
07:00 P.M.

- 1) Call to Order by the Mayor
- 2) 11-167. General Business and Appearances
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- 3) 11-168. Consideration of the Consent Agenda:
 - a) Appointment of Beverlee Pembroke Hill as the Acting City Manager from July 18th to August 7th, 2011.
 - b) Signing of a Proclamation by Mayor Hooper acknowledging, on behalf of the City Council and citizens of Montpelier, that June 23rd, 2011 has been proclaimed "Olympic Day".
 - c) Consideration of a request, from a committee organizing a Dog (Fashion) Show, for the closure of State Street (between Elm and Main Streets) from 9:00 A.M. to 1:00 P.M. on Saturday, August 27th, 2011. "Montpelier Alive" is partnering with the Central Vermont Humane Society to produce this Dog Show.
 - d) Consideration of a Contract Extension for Technical Services for the month of June between the City of Montpelier and Community Biomass Systems, Inc. (including subcontractors) for the Montpelier Community District Heat Project. Tim Maker, President and CEO of Community Biomass Systems, has provided two versions.

- 1) The Amendment would add \$23,500 to the "not to exceed" total limit of the amended agreement. The unspent amount in the original agreement is \$14,724; Mr. Maker is quite sure that the \$23,500 on top of the \$14,724 will be adequate to take them through June, probably with a cushion.
- e) Consideration of approving a "Finance & Maintenance Agreement" with the Vermont Agency of Transportation (VTrans) for a paving project entitled "Montpelier STP 2905(1)" Contract No. FM0055. This regards the VTrans' plans to resurface Class I Town Highways which are under the pavement management responsibility of the State of Vermont. The work will be performed under a single construction contract and consist of State Street (US Rte. 2) from Bailey Avenue westerly to the corporate boundary; the Montpelier State Highway (aka Memorial Drive: Bailey Avenue to I-89); and Dog River Road. The Finance & Maintenance Agreement is a standard operating procedure for road rights-of-way which are owned by the municipality (re: State Street) and establishes and assigns certain rights, responsibilities and costs. In this case, all costs are to be borne by the State, except for any non-participating items requested by the municipality of which there are none at this time. The Public Works staff has reviewed the project plans and agreement and recommends approval. Staff also recommends that the Assistant City Manager be designated as the duly authorized agent to execute the documents on behalf of the City Council.
- f) Consideration of endorsing the Certificate of Opening Highway for Public Travel (provided by the VTrans Right-of-Way Division) for the Langdon Street Bridge following the bridge replacement project previously completed. This certificate formally opens the bridge for public travel and will be recorded in the City land records.
- g) The Public Works Department is asking for consideration of the City Council to review and sign the 2010 Bridge Inspection Report performed by the VTrans Structures Division.
- h) Ratification of the Department of Public Works' Union Contract for the period July 1, 2011 - June 30, 2014.
- i) Consideration of awarding the bid for a Tax Anticipation Line of Credit for \$1,800,000 for FY '12 (July 1, 2011 to June 30, 2012) to cover the expenses for the City's General Fund, School Department and Recreation Department. Bids on the interest rate were received on Thursday, June

16, 2011. A

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

- 1) Ratification of the issuance of a Catering Permit to The Skinny Pancake for an event called "Green Drinks"; they served beer and wine in the center lobby of City Center on Tuesday, June 14th, from 6:00 to 8:00 P.M.
- 2) Ratification of the issuance of a Catering Permit to Vermont Hospitality Management, d/b/a New England Culinary Institute, for a National Life Dinner to welcome a "Focus Group" scheduled to be held on Wednesday, June 22nd, from 6:00 to 8:30 P.M. at the National Life Guest House.

k) Payroll and Bills

4) 11-169. 58 Barre Street Update

a) Jeff Kantor, Consultant; Garth Genge, Staff Project Manager; and Steve Twombly, Clerk of the Works, will be on hand to give an update on the 58 Barre Street Project.

b) Recommendations: Receive update; discussion; direction to staff.

4) 11-169. 58 Barre Street Update

4) 11-169. 58 Barre Street Update

5) 11-170. "Consideration of approving the use of an additional \$101,150 of City Revolving Loan Funds (Capital Plaza and ADA) for the improvements at the Montpelier Senior Activity Center; and reconfirm that any shortfall in the Capital Campaign will be subsidized from Montpelier Senior Endowment Fund.

a) Consultant Jeff Kantor, Acting City Manager Beverlee Pembroke Hill, and Clerk of the Works Steve Twombly will be present to review and explain these numbers to the City Council.

b) Recommendation: Review and discussion of this request; direction to staff.

5) 11-170. "Consideration of approving the use of an additional \$101,150 of City Revolving Loan Funds (Capital Plaza and ADA) for the improvements at the Montpelier Senior Activity Center; and reconfirm that any shortfall in the Capital Campaign will be subsidized from Montpelier Senior Endowment Fund.

6) 11-171. Consideration of the Recommendations of Senior Center Coordinating Committee.

a) On April 27, 2011, Eileen Peltier, Chair of the Senior Center Coordinating Committee, presented this committees report and their recommendations for the future operation of the Center.

b) Those recommendations contained 4 basic recommendations:

1. Change to the Mission Statement to include more clearly residents of the Montpelier area and the concept of economic well-being and a welcoming environment.

2. Acceptance of Statement of Values

3. Committee recommended that the new Director of the Senior Center should be a department head reporting directly to the City Manager. (Staff has discussed this in conjunction with the MATRIX report and recommends that the Director report to the Assistant City Manager.)

4. Changes in the role of the center

A) Community Partnerships

i) Enhance the use of the resource room within the center

ii) Form a senior services partners group

- iii) Formalize the relationship with the Montpelier Home Delivery Program ("Meals on Wheels").
 - B) The Center should strive to be as inclusive as reasonably possible.
 - i) The 58 Barre Street building should be renovated in a way that creates a senior center facility that is accessible, comfortable, flexible, and energy efficient.
 - ii) The current practice of open enrollment - that is enrollment that is open to any senior residing in the Montpelier area should be continued.
 - iii) A formal scholarship program should be developed
 - iv) Efforts to enhance transportation options for seniors should be continued.
 - c) In conjunction with the report received on April 27, 2011, staff was asked to prepare cost implications. Council has been provided with backup data to help them with their decision- making.
 - d) Recommendation: Consider recommendations as outlined above; discussion; direction to staff.
- 6) 11-171. Consideration of the Recommendations of Senior Center Coordinating Committee.
- 7) 11-172. National Life Trail Authorization
 - a) The Montpelier Parks Department is seeking Council authorization to assist in the building of a trail from the corner of Route 12 and Route 2 and up the hill to the National Life trail system, which also connects with their parking areas and various buildings.
 - b) Such a trail would benefit the community in a number of ways. One way is that it will provide a safe and beautiful alternate transportation route, as a commuting option, to a major workplace that serves hundreds of

people. It will allow access to the downtown (i.e. during lunch hours) without employees having to get in their cars as well.

- c) Additionally, this trail would provide strategic trail access to the southwest corner of Montpelier, opening official access to an under-served part of town, a key link in working toward Master Plan goals and strategy: "Goal C: Open Space and Recreation, Strategy 1a, Develop and extend a wagon-wheel network of trails throughout downtown Montpelier and to other neighboring communities."
- d) This project is seen as a synergistic opportunity as it is a collaboration between public and private partners that will benefit the whole community. Partners include National Life, the Parks Department, Vermont Youth Conservation Corp/AOT, International Volunteers for Peace, and will likely involve a large number of community volunteers.
- e) National Life's maintenance crew has offered to help with building the trail and has committed to maintaining the trail once it is built.
- f) Recommendation: Receive any additional information from Parks Director Geoff Beyer; opportunity for discussion; provide authorization to move forward with this project.

7) 11-172. National Life Trail Authorization

8) 11-173. Update from Flood Loan Committee

- a) Angela Timpone, Committee Chair, will update the Council on the meeting of the recently-appointed Flood Loan Committee members.
- b) Recommendation: Receive report; possible direction to the committee.

8) 11-173. Update from Flood Loan Committee

9) 11-174. Council Reports

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- 10) 11-175. Mayor's Report
- 11) 11-176. Report by the City Clerk-Treasurer
- 11) 11-176. Report by the City Clerk-Treasurer
- 12) 11-177. Status Reports by the City Manager
- 12) 11-177. Status Reports by the City Manager
- 13) 11-178. Agenda Reports by the City Manager
- 13) 11-178. Agenda Reports by the City Manager

Adjournment

ACCOUNT CODES	USES	USES	
		Budget	Revised Budget
	General Contract	1,113,340.00	1,445,427.00
	Change Order #1	0.00	
	Change Order #2	0.00	
	Change Order #3	0.00	
	Change Order #4	0.00	
	Change Order #5	0.00	
	Change Order #6	0.00	
	Change Order #7	0.00	
	Change Order #8	0.00	
	Change Order #9	0.00	
	Change Order #		
	Change Orders	0.00	0.00
	Total Contract	1,113,340.00	1,445,427.00
	Retainage		0.00
	TOTAL GENERAL CONSTRUCT	1,113,340.00	1,445,427.00

Other Costs	Budget	Revised Budget
Land & Bldg		
Solar PV & DHW	85,000.00	incl'd above
Property Appraisal		
Legal - Title and Recording	1,000.00	1,000.00
Construction Contingency	150,000.00	107,638.00
Tank Removal	8,000.00	2,400.00
asbestos abatement	15,000.00	14,483.00
Furnishings, Fixtures, & Equipment	100,000.00	14,000.00
Architectural	108,000	105,000.00
Engineering		
Legal/Accounting	10,000	10,000.00
Commissioning Cx Assoc.		10,800.00
Environmental	2,000	
Survey		
Permits/Fees	12,000	12,000.00
Clerk/Owners Rep	10,000	10,000.00
Testing	4,500.00	3,000.00
Construction Interest		
Construction insurance	7,500.00	6,000.00
Relocation		
Tax Credit Fees		
Soft Cost Contingency	10,000	10,000.00
VCDP Admin	8,500.00	8,500.00
Historic Consultant	500.00	500.00
Consultant Fees		
Operating Reserve		

TOTAL DEVELOPMENT COSTS	1,645,340.00	1,760,748.00
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SOURCES	BUDGET	Revised Sources
Construct Loan		
Insurance	851,640.00	851,640.00
MSAC Endowment	200,000.00	200,000.00
VCDP	300,000.00	300,000.00
City RLF & ADA Fund	73,700.00	174,850.00
Capital Campaign	200,000.00	200,000.00
City ARRA Grant	20,000.00	20,000.00
Efficiency VT		5,758.00
In Kind VCDP Admin		8,500.00
TOTAL SOURCES	1,645,340.00	1,760,748.00
DIFFERENCE	0.00	0.00

 Engelberth construction, inc.					
			Cost Adjustments, 58 Barre Street		
			June 16 2011		
Item			Approximate Budget Adjustment	Sr. Center Accept	Status
	Base Bid			\$ 1,538,000	
Alt 1	Add catch basin		\$ 5,000	no	
Alt 2	Playground		\$ 98,658	no	
Alt 3	Dumpster pad		\$ 3,120	no	
Alt 4	Double glazing		\$ (56,800)	\$ (22,720)	
Alt 5	Bathroom finishes		\$ (9,000)	\$ (9,000)	
Alt 6	Radiation Units		\$ (45,000)	\$ (18,000)	
Alt 7	Apartment AC		\$ (27,000)	na	
Alt 8	Sr Center AC		\$ (32,000)		
Alt 9	Pex piping		\$ (5,000)	\$ (2,000)	
Alt 10	Roof top PV		\$ (59,785)	\$ (23,914)	
Alt 11	Wall Insulation		\$ -		
1.01	Reduce trenching at first floor, add soffit and 1 column chase		\$ (1,476)	\$ (1,476)	
1.02	Prep room: remove FRP on walls, act ceiling, and vinyl flooring, rough in utilities for future, no electrical fixtures		\$ (7,681)		
1.03	Kitchen range: keep existing in place, do not install new hood		\$ (5,400)		
1.04	Entry plaza eliminate bitimunous slab at block pavers		\$ (1,215)		
1.05	Entry plaza: eliminate paver scope, prep subbase for future pavers, and finish with stone dust		\$ (15,790)		
1.06	Entry vestibule: do not lower grade, add steps in lieu of ramp		\$ (6,842)	\$ (2,736)	
1.07	Entry vestibule: do not lower grade, remove ramp and entry door from vestibule to senior center		\$ (2,400)	no	
1.08	Eliminate wood flooring, install lineoleum		\$ (11,451)		
1.10	1st floor ceiling, eliminate acoustic panels entirely		\$ (5,405)		
1.11	Ramp and Landing: remove wood flooring and exposed concrete finish		\$ (650)	no	
1.13	Auto door operators; remove three interior doors		\$ (1,500)	\$ (1,500)	
1.14	Unisex bathroom and adjacent sink: eliminate/delete wall: room will be finished for storage		\$ (5,127)		
1.14a	Eliminate sink and trenching adjacent to unisex bathroom		\$ (1,547)		
1.15	Arts and crafts: remove sink & associated trenching		\$ (2,093)		
1.16	Add alternate 2: eliminate sitting steps		\$ (1,200)	no	
1.17	Provide alternate below slab waterproofing product: Tremco paraseal		\$ (11,227)	\$ (11,227)	
Subtotals			\$ (208,811)	\$ (92,573)	
TOTAL				\$ 1,445,427	

City of Montpelier
Department of Public Works

Memorandum

To: William J. Fraser, City Manager and the City Council

From: Todd C. Law, P.E., Director 

Date: June 15, 2011

Subject: Calendar Year 2010 Bridge Inspection Reports from the VT Agency of Transportation

The Public Works Department is asking for consideration of the City Council to review and sign the 2010 Bridge Inspection Report performed by the VTRANS Structures Section.

We have recently received the annual inspection reports from the Agency of Transportation for a number of bridges here in the City of Montpelier. As you may recall, the State provides an inspection service for structures over 20 ft in length on a two-year cycle. This year, these reports included five (5) bridges, to include Taylor Street, Pioneer Street, School Street, Langdon Street, and Granite Street. In summary, Taylor Street was being built during the inspection timeframe, and there were some issues that should have been resolved during the construction. We will follow up with the Structures Division to see what can be done; Pioneer, Langdon and School Street bridges are in good condition; and Granite Street bridge will need some repairs to the bottom double angles. We will discuss the repairs necessary with the Structures Division to ensure we address the issues with that and the wearing surface. We will also be applying for a grant to perform this work when the structures grant is available next year.

The State requests that the City Council acknowledge receipt of the reports by signing the attached form, which I will then return to the Agency. If you have any questions or would like to discuss any of these inspection reports, please feel free to give me a call.

c: Brian Tuttle, Street Supervisor
Thomas McArdle, Assistant Director

State of Vermont
Program Development - Structures Section
One National Life Drive [phone] 802-828-2621
Montpelier, VT 05633-5001 [fax] 802-828-3566
www.aot.state.vt.us [ttd] 800-253-0191

Agency of Transportation

RE: Calendar Year 2010 Bridge Inspection Summary Reports

Dear Community Official:

As required by the Federal Surface Transportation Act of 1978, all bridges exceeding 20 feet in span length are inspected on a 24 month cycle. A two-member team performs these inspections, with at least one member specially trained for this work. The Agency of Transportation provides these inspections as a service to the municipalities with the cost split between the Federal government (80%) and the State (20%).

Enclosed are the bridge inspection report summaries for structures located in your community which were inspected in calendar year 2010. Copies of these reports may also be found under the Agency's new VTransparency website application
<http://apps.vtrans.vermont.gov/vtransparency/Default.aspx>

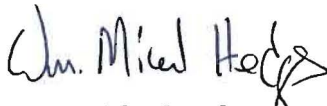
With approximately 1,500 structures inspected statewide annually, the intent of these inspection summary reports is to provide an inventory of and information on the structural condition and a summary of areas of need only and not to offer an assessment regarding prioritization, preventative maintenance techniques which should be done as good practice, or specific recommendations on how to address deficiencies.

Each report represents a locally owned and maintained structure. As such, the municipality is responsible for the structure. It is recommended that these reports be shared with those individuals charged with upkeep of the structures as failure to address and/or remediate problems areas, stated within the summary section of this report, may result in additional damage or deterioration compromising public safety and/or substantially reducing the service life of the structure.

For the record, it is requested that the attached form be completed and returned to this office.

Please do not hesitate to contact this office or your local District Transportation Administrator with any questions or concerns regarding the content of these summary reports or if you are aware of any structures, exceeding 20 feet in span length, which we are not currently, and should be inspected.

Sincerely,



Wm. Michael Hedges, P.E.
Structures Program Manager

cc: Town File

State of Vermont
Program Development - Structures Section
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 802-828-2621
[fax] 802-828-3566
[ttd] 800-253-0191

Agency of Transportation

The bridge inspection reports for structures inspected during calendar year 2010 have been received, reviewed, and shared with those individuals charged with preventative and routine maintenance of the structures.

City, Town, or Village of

City of Montpelier
(Please type or write in city, town, or village name)

Signatures

Of

Selectboard

Members'

Date

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for **MONTPELIER**

bridge no.: 00010

District: 6

Located on: **CITY SCHOL** over **N BR WINOOSKI RIVE** approx. **SCHOOL STREET**

Owner: 04 CITY-OWNED

CONDITION

Deck Rating: 8 **VERY GOOD**
Superstructure Rating: 8 **VERY GOOD**
Substructure Rating: 6 **SATISFACTORY**
Channel Rating: 8 **VERY GOOD**
Culvert Rating: N **NOT APPLICABLE**
Federal Str. Number: 206424001012112
Federal Sufficiency Rating (April 2011): 88.3
Deficiency Status of Structure (April 2011): ND

AGE and SERVICE

Year Built: 1928 Year Reconstructed: 1991
Service On: 5 **HIGHWAY-PEDESTRIAN**
Service Under: 5 **WATERWAY**
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 002200 % Truck ADT: 01
Year of ADT: 2008

GEOMETRIC DATA

Length of Maximum Span (ft): 0078
Structure Length (ft): 000082
Lt Curb/Sidewalk Width (ft): 4.8
Rt Curb/Sidewalk Width (ft): 4.8
Bridge Rdwy Width Curb-to-Curb (ft): 28.3
Deck Width Out-to-Out (ft): 30.5
Appr. Roadway Width (ft): 028
Skew: 08
Bridge Median: 0 **NO MEDIAN**
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: **FEATURE NOT A HIGHWAY
OR RAILROAD**
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: **WELDED PLATE GIRDER**
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 **STEEL**
Deck Structure Type: 1 **CONCRETE CIP**
Type of Wearing Surface: 6 **BITUMINOUS**
Type of Membrane: 2 **PREFORMED FABRIC**
Deck Protection: 1 **EPOXY COATED REBAR**

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 **MEETS CURRENT STANDARD**
Transitions: 0 **DOES NOT MEET CURRENT STANDARD**
Approach Guardrail: 0 **DOES NOT MEET CURRENT STANDARD**
Approach Guardrail Ends: 0 **DOES NOT MEET CURRENT STANDARD**
Structural Evaluation: 6 **EQUAL TO MINIMUM CRITERIA**
Deck Geometry: 4 **MEETS MINIMUM TOLERABLE CRITERIA**
Underclearances Vertical and Horizontal: N **NOT APPLICABLE**
Waterway Adequacy: 7 **SLIGHT CHANCE OF OVERTOPPING BRIDGE &
ROADWAY**
Approach Roadway Alignment: 8 **EQUAL TO DESIRABLE CRITERIA**
Scour Critical Bridges: 5 **STABLE FOR CALCULATED SCOUR**

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 **ALLOWABLE STRESS (AS)**
Posting Status: A **OPEN, NO RESTRICTION**
Bridge Posting: 5 **NO POSTING REQUIRED**
Load Posting: 10 **NO LOAD POSTING SIGNS ARE NEEDED**
Posted Vehicle: **POSTING NOT REQUIRED**
Posted Weight (tons):
Design Load: 6 **HS 20+MOD**

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 062010 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

This structure is in good condition. The abutments have some minor cracking and spalling. 6/30/10 DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for **MONTPELIER**

bridge no.: 00011

District: 6

Located on: **CITY LANGD** over **N BR WINOOSKI R**approx. **LANGDON STREET**Owner: **04 CITY-OWNED****CONDITION**

Deck Rating: 8 **VERY GOOD**
Superstructure Rating: 8 **VERY GOOD**
Substructure Rating: 7 **GOOD**
Channel Rating: 8 **VERY GOOD**
Culvert Rating: N **NOT APPLICABLE**
Federal Str. Number: 206418001112112
Federal Sufficiency Rating (April 2011): 85.9
Deficiency Status of Structure (April 2011): ND

AGE and SERVICE

Year Built: 2006 Year Reconstructed: 0000
Service On: 5 **HIGHWAY-PEDESTRIAN**
Service Under: 5 **WATERWAY**
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 001320 % Truck ADT: 01
Year of ADT: 1992

GEOMETRIC DATA

Length of Maximum Span (ft): 0071
Structure Length (ft): 000075
Lt Curb/Sidewalk Width (ft): 5
Rt Curb/Sidewalk Width (ft): 5
Bridge Rdwy Width Curb-to-Curb (ft): 26.6
Deck Width Out-to-Out (ft): 27.8
Appr. Roadway Width (ft): 025
Skew: 07
Bridge Median: 0 **NO MEDIAN**
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: **FEATURE NOT A HIGHWAY
OR RAILROAD**
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: **STEEL BEAM**
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 **STEEL**
Deck Structure Type: 1 **CONCRETE CIP**
Type of Wearing Surface: 6 **BITUMINOUS**
Type of Membrane: 2 **PREFORMED FABRIC**
Deck Protection: 1 **EPOXY COATED REBAR**

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 **MEETS CURRENT STANDARD**
Transitions: 1 **MEETS CURRENT STANDARD**
Approach Guardrail: 1 **MEETS CURRENT STANDARD**
Approach Guardrail Ends: 1 **MEETS CURRENT STANDARD**
Structural Evaluation: 7 **BETTER THAN MINIMUM CRITERIA**
Deck Geometry: 2 **INTOLERABLE, REPLACEMENT NEEDED**
Underclearances Vertical and Horizontal: N **NOT APPLICABLE**

Waterway Adequacy: 7 **SLIGHT CHANCE OF OVERTOPPING BRIDGE &
ROADWAY**

Approach Roadway Alignment: 8 **EQUAL TO DESIRABLE CRITERIA**

Scour Critical Bridges: 8 **STABLE FOR SCOUR**

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 1 **LOAD FACTOR (LF)**
Posting Status: A **OPEN, NO RESTRICTION**
Bridge Posting: 5 **NO POSTING REQUIRED**
Load Posting: 01 **NO LOAD POSTING SIGNS EXIST NEAR BRIDGE**
Posted Vehicle: **POSTING NOT REQUIRED**
Posted Weight (tons):
Design Load: 9 **HS 25**

INSPECTION and CROSS REFERENCE X-Ref. Route:

Insp. Date: 072010 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

This structure is in good condition. 7/8/10 DCP

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for **MONTPELIER**

bridge no.: 00017

District: 6

Located on: **CITY GRNIT** over **WINOOSKI RIVER**approx. **GRANITE STREET**Owner: 04 **CITY-OWNED****CONDITION**Deck Rating: 7 **GOOD**Superstructure Rating: 6 **SATISFACTORY**Substructure Rating: 6 **SATISFACTORY**Channel Rating: 8 **VERY GOOD**Culvert Rating: N **NOT APPLICABLE**

Federal Str. Number: 206416001712112

Federal Sufficiency Rating (April 2011): 32

Deficiency Status of Structure (April 2011): **FD****STRUCTURE TYPE and MATERIALS**Bridge Type: **STEEL THRU TRUSS**

Number of Approach Spans: 0000

Number of Main Spans: 001

Kind of Material and/or Design: 3 **STEEL**Deck Structure Type: 8 **TIMBER**Type of Wearing Surface: 6 **BITUMINOUS**Type of Membrane: 0 **NONE**Deck Protection: 7 **CCA.CREOSOTED WOOD****AGE and SERVICE**

Year Built: 1902 Year Reconstructed: 1992

Service On: 5 **HIGHWAY-PEDESTRIAN**Service Under: 5 **WATERWAY**

Lanes On the Structure: 02

Lanes Under the Structure: 00

Bypass, Detour Length (miles): 02

ADT: 002900 % Truck ADT: 03

Year of ADT: 1997

APPRAISAL *AS COMPARED TO FEDERAL STANDARDSBridge Railings: 0 **DOES NOT MEET CURRENT STANDARD**Transitions: 0 **DOES NOT MEET CURRENT STANDARD**Approach Guardrail: 0 **DOES NOT MEET CURRENT STANDARD**Approach Guardrail Ends: 0 **DOES NOT MEET CURRENT STANDARD**Structural Evaluation: 2 **INTOLERABLE, REPLACEMENT NEEDED**Deck Geometry: 2 **INTOLERABLE, REPLACEMENT NEEDED**Underclearances Vertical and Horizontal: N **NOT APPLICABLE**Waterway Adequacy: 8 **SLIGHT CHANCE OF OVERTOPPING ROADWAY**Approach Roadway Alignment: 8 **EQUAL TO DESIRABLE CRITERIA**Scour Critical Bridges: 3 **SCOUR CRITICAL****GEOMETRIC DATA**

Length of Maximum Span (ft): 0200

Structure Length (ft): 000210

Lt Curb/Sidewalk Width (ft): 0.2

Rt Curb/Sidewalk Width (ft): 6

Bridge Rdwy Width Curb-to-Curb (ft): 17.9

Deck Width Out-to-Out (ft): 18.1

Appr. Roadway Width (ft): 020

Skew: 00

Bridge Median: 0 **NO MEDIAN**

Min Vertical Clr Over (ft): 13 FT 11 IN

Feature Under: **FEATURE NOT A HIGHWAY
OR RAILROAD**

Min Vertical Underclr (ft): 00 FT 00 IN

DESIGN VEHICLE, RATING, and POSTINGLoad Rating Method (Inv): 2 **ALLOWABLE STRESS (AS)**Posting Status: A **OPEN, NO RESTRICTION**Bridge Posting: 5 **NO POSTING REQUIRED**Load Posting: 02 **BRIDGE IS LEGALLY LOAD POSTED AT BOTH ENDS**Posted Vehicle: 6 **GROSS LOAD ONLY**

Posted Weight (tons): 08

Design Load: 0 **OTHER OR UNKNOWN****INSPECTION and CROSS REFERENCE**

X-Ref. Route:

Insp. Date: 072010

Insp. Freq. (months) 24

X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

The approach areas along the bridge deck should be repaired to prevent the asphalt from breaking up further. The superstructure needs general cleaning and paint. The fill coming through the back walls needs to be cleaned off of the bridge seats. The wearing surface is failing in many areas and the timber deck is exposed. PB & DCP

06/21/2010 Staging inspection was performed by PLB/DAK on 06/21/2010 using a tracker unit. The bottom double angles of on either side of node 11 on the downstream end has 45% section remaining. Several areas along the bottom chords have moderate to medium rust scaling and 5% to 15% section loss. PLB

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER

bridge no.: 00005

District: 6

Located on: CITY TAYLOR over WINOOSKI RIVER

approx. TAYLOR STREET

Owner: 04 CITY-OWNED

CONDITION

Deck Rating: 8 VERY GOOD
Superstructure Rating: 5 FAIR
Substructure Rating: 8 VERY GOOD
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206426000512112
Federal Sufficiency Rating (April 2011): 51.1
Deficiency Status of Structure (April 2011): ND

AGE and SERVICE

Year Built: 1929 Year Reconstructed: 2010
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 01
ADT: 004100 % Truck ADT: 01
Year of ADT: 1997

GEOMETRIC DATA

Length of Maximum Span (ft): 0166
Structure Length (ft): 000170
Lt Curb/Sidewalk Width (ft): 5.5
Rt Curb/Sidewalk Width (ft): 0.6
Bridge Rdwy Width Curb-to-Curb (ft): 21.3
Deck Width Out-to-Out (ft): 22
Appr. Roadway Width (ft): 024
Skew: 00
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 14 FT 02 IN
Feature Under: FEATURE NOT A HIGHWAY
OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: THRU TRUSS
Number of Approach Spans: 0000 Number of Main Spans: 001
Kind of Material and/or Design: 3 STEEL
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane: 2 PREFORMED FABRIC
Deck Protection: 1 EPOXY COATED REBAR

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 0 DOES NOT MEET CURRENT STANDARD
Transitions: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail: 0 DOES NOT MEET CURRENT STANDARD
Approach Guardrail Ends: 0 DOES NOT MEET CURRENT STANDARD
Structural Evaluation: 5 BETTER THAN MINIMUM TOLERABLE CRITERIA
Deck Geometry: 2 INTOLERABLE, REPLACEMENT NEEDED
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 2 ALLOWABLE STRESS (AS)
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 0 OTHER OR UNKNOWN

INSPECTION and CROSS REFERENCE

X-Ref. Route:

Insp. Date: 122010 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

12/09/2010 This structure has been rehabbed with, a new deck, sidewalk, the truss has new floorbeams, stringers, and the vertical's bottom 9' is new with bolted splices. However the bottom chords and the diagonals have some section loss and holes starting in the bottom chords in places. These areas should have been address at the same time. DCP & JWW

STRUCTURE INSPECTION, INVENTORY and APPRAISAL SHEET

Vermont Agency of Transportation ~ Structures Section ~ Bridge Management and Inspection Unit

Inspection Report for MONTPELIER

bridge no.: 00006

District: 6

Located on: CITY PIONR over WINOOSKI RIVER

approx. PIONEER STREET

Owner: 04 CITY-OWNED

CONDITION

Deck Rating: 8 VERY GOOD
Superstructure Rating: 8 VERY GOOD
Substructure Rating: 8 VERY GOOD
Channel Rating: 8 VERY GOOD
Culvert Rating: N NOT APPLICABLE
Federal Str. Number: 206422000612112
Federal Sufficiency Rating (April 2011): 80
Deficiency Status of Structure (April 2011): ND

AGE and SERVICE

Year Built: 2002 Year Reconstructed: 0000
Service On: 5 HIGHWAY-PEDESTRIAN
Service Under: 5 WATERWAY
Lanes On the Structure: 02
Lanes Under the Structure: 00
Bypass, Detour Length (miles): 02
ADT: 005300 % Truck ADT: 03
Year of ADT: 2008

GEOMETRIC DATA

Length of Maximum Span (ft): 0081
Structure Length (ft): 000165
Lt Curb/Sidewalk Width (ft): 5.5
Rt Curb/Sidewalk Width (ft): 5.5
Bridge Rdwy Width Curb-to-Curb (ft): 28
Deck Width Out-to-Out (ft): 41.7
Appr. Roadway Width (ft): 030
Skew: 16
Bridge Median: 0 NO MEDIAN
Min Vertical Clr Over (ft): 99 FT 99 IN
Feature Under: FEATURE NOT A HIGHWAY
OR RAILROAD
Min Vertical Underclr (ft): 00 FT 00 IN

STRUCTURE TYPE and MATERIALS

Bridge Type: CONT CURVED GIRDER
Number of Approach Spans: 0000 Number of Main Spans: 002
Kind of Material and/or Design: 4 STEEL CONTINUOUS
Deck Structure Type: 1 CONCRETE CIP
Type of Wearing Surface: 6 BITUMINOUS
Type of Membrane: 2 PREFORMED FABRIC
Deck Protection: 1 EPOXY COATED REBAR

APPRAISAL *AS COMPARED TO FEDERAL STANDARDS

Bridge Railings: 1 MEETS CURRENT STANDARD
Transitions: 1 MEETS CURRENT STANDARD
Approach Guardrail: 1 MEETS CURRENT STANDARD
Approach Guardrail Ends: 1 MEETS CURRENT STANDARD
Structural Evaluation: 8 EQUAL TO DESIRABLE CRITERIA
Deck Geometry: 2 INTOLERABLE, REPLACEMENT NEEDED
Underclearances Vertical and Horizontal: N NOT APPLICABLE
Waterway Adequacy: 8 SLIGHT CHANCE OF OVERTOPPING ROADWAY
Approach Roadway Alignment: 8 EQUAL TO DESIRABLE CRITERIA
Scour Critical Bridges: 8 STABLE FOR SCOUR

DESIGN VEHICLE, RATING, and POSTING

Load Rating Method (Inv): 5 NO RATING ANALYSIS PERFORMED
Posting Status: A OPEN, NO RESTRICTION
Bridge Posting: 5 NO POSTING REQUIRED
Load Posting: 10 NO LOAD POSTING SIGNS ARE NEEDED
Posted Vehicle: POSTING NOT REQUIRED
Posted Weight (tons):
Design Load: 9 HS 25

INSPECTION and CROSS REFERENCE

X-Ref. Route:

Insp. Date: 062010 Insp. Freq. (months) 24 X-Ref. BrNum:

INSPECTION SUMMARY and NEEDS

This bridge is in good condition. The wearing surface is starting to show signs of deterioration. 6/14/10 DCP

AMENDMENT NO. 1

City of Montpelier, Vermont Agreement for Technical Services with Community Biomass Systems, Inc. for the Montpelier Community District Heat Project

THIS AMENDMENT, made this____ day of June, 2011, is to the contract dated March 3, 2011, by and between Community Biomass Systems, Inc (CBSI), and the City of Montpelier, Vermont (the CITY).

WHEREAS, the CITY wishes to continue to employ CBSI for the purpose of providing technical service in support of the advancement of a community district heat system for an additional period beyond the term of the initial Agreement;

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

I. SCOPE OF WORK

Including and in addition to task areas and “other work” specified in the initial Agreement, CBSI and its subcontractors will focus on the following areas:

- Preliminary design and cost estimation of customer connections
- Permitting
- Supporting the City in negotiations with the State of Vermont
- Supporting the City in developing public education with respect to the project
- Working engineer-to-engineer with the State’s engineering team
- Exploring options related to Montpelier schools
- ARRA exemptions
- District heat service business planning assistance
- Other work as directed by the City

II. EXTENSION OF TERM OF AGREEMENT

This AMENDMENT shall be effective June 1, 2011 and shall provide for work to be carried out through June 30, 2011.

III. PROFESSIONAL FEES

Billing will continue on an hourly basis as set forth in the Agreement. The total maximum cost authorized under this contract is increased by \$23,500, from \$95,490 to \$118,990.

Amended Total Not To Exceed

\$118,990

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

**COMMUNITY BIOMASS SYSTEMS,
Inc.**

By: _____
Timothy Maker

Title: President/CEO

Date: _____

CITY of MONTPELIER, VERMONT

By: _____
William J. Fraser

Title: City Manager

Date: _____

City of Montpelier
Department of Public Works
Memorandum

To: William J. Fraser, City Manager
From: Todd C. Law, P.E., Director 
Date: June 15, 2011
Subject: Certificate of Opening Highways

Consideration of endorsing the Certificate of Opening Highway for Public Travel for the Langdon Street Bridge following the bridge replacement project previously completed. The City Council should review and sign the attached certificate to formally open the bridge for public travel and then record said certificate in the City land records.

Recommendation: Review, endorse and record the certificate provided by the VTRANS Right of Way section so that the highway can be formally opened.



State of Vermont
Program Development/Right of Way
One National Life Drive
Montpelier, VT 05633-5001
www.aot.state.vt.us

[phone] 1-800-866-7099
[fax] 802-828-2456
[ttd] 1-800-253-0191

Agency of Transportation

March 15, 2011



Re: Montpelier BRM 6400 (25)
Certificate of Opening Highway

Charlotte L. Hoyt, Clerk-Treasurer
Montpelier City Clerk
39 Main Street, City Hall
Montpelier, VT 05602

Dear Mrs. Hoyt:

Enclosed, in duplicate, is a **CERTIFICATE OF OPENING HIGHWAY FOR PUBLIC TRAVEL** that needs to be *SIGNED* by the **CITY COUNCIL** and then recorded in your *City Land Records* and return the **ORIGINAL** with recording information, to the *Agency of Transportation's Right of Way Section*.

If you have any questions please call me directly at 802-828-2616 or at our toll free number 1-800-866-7099.

Thank you for your assistance.

Sincerely,

A handwritten signature in purple ink that reads "Pam Davis".

Pamela J. Davis
Program Services Clerk
Right of Way Section

Enclosures



Re: Montpelier BRM 6400 (25)

CERTIFICATE OF OPENING HIGHWAY
FOR PUBLIC TRAVEL
IN THE CITY OF MONTPELIER, VERMONT

Under the provisions of 19 V.S.A. §715, this is to certify that the following described section of Langdon Street, in the City of Montpelier, County of Washington and State of Vermont, is OPEN FOR PUBLIC TRAVEL:

Beginning at a point in Langdon Street, approximately 150 feet northwesterly from its intersection with Main Street, said point being at station 11+50.00 on the established centerline of Highway Project Montpelier BRM 6400 (25), ("the Highway Project");

thence extending 258 feet northerly along the aforementioned established centerline and crossing the North Branch of the Winooski River to a point at station 14+08 of the established centerline of the Highway Project;

and as shown on the COPY OF THE SURVEY of Highway Project Montpelier BRM 6400 (25) as filed on the 1st day of August, 2001 in the office of the Clerk of the City of Montpelier, and on any revisions thereto subsequently filed therein.

Dated at _____, Vermont, this _____ day of _____,
2011.

CITY COUNCIL, CITY OF MONTPELIER

Re: Montpelier BRM 6400 (25)

CERTIFICATE OF OPENING HIGHWAY
FOR PUBLIC TRAVEL
IN THE CITY OF MONTPELIER, VERMONT

Under the provisions of 19 V.S.A. §715, this is to certify that the following described section of Langdon Street, in the City of Montpelier, County of Washington and State of Vermont, is OPEN FOR PUBLIC TRAVEL:

Beginning at a point in Langdon Street, approximately 150 feet northwesterly from its intersection with Main Street, said point being at station 11+50.00 on the established centerline of Highway Project Montpelier BRM 6400 (25), ("the Highway Project");

thence extending 258 feet northerly along the aforementioned established centerline and crossing the North Branch of the Winooski River to a point at station 14+08 of the established centerline of the Highway Project;

and as shown on the COPY OF THE SURVEY of Highway Project Montpelier BRM 6400 (25) as filed on the 1st day of August, 2001 in the office of the Clerk of the City of Montpelier, and on any revisions thereto subsequently filed therein.

Dated at _____, Vermont, this _____ day of _____,
2011.

CITY COUNCIL, CITY OF MONTPELIER



**CITY OF MONTPELIER
MONTPELIER, VERMONT**

Agenda for City Council Meeting

City Council Chambers, City Hall

Wednesday, June 22, 2011

7:00 P.M.

- 1) Call to Order by the Mayor
- 2) 11-167. General Business and Appearances
- 3) 11-168. Consideration of the Consent Agenda:
 - a) Appointment of Beverlee Pembroke Hill as the Acting City Manager from July 18th to August 7th, 2011.
 - b) Signing of a Proclamation by Mayor Hooper acknowledging, on behalf of the City Council and citizens of Montpelier, that June 23rd, 2011 has been proclaimed ***“Olympic Day”***.
 - c) Consideration of a request, from a committee organizing a Dog (Fashion) Show, for the closure of State Street (between Elm and Main Streets) from 9:00 A.M. to 1:00 P.M. on Saturday, August 27th, 2011. *“Montpelier Alive”* is partnering with the Central Vermont Humane Society to produce this Dog Show.
 - d) Consideration of a Contract Extension for Technical Services for the month of June between the City of Montpelier and Community Biomass Systems, Inc. (including subcontractors) for the Montpelier Community District Heat Project. Tim Maker, President and CEO of Community Biomass Systems, has provided two versions.
 - 1) The Amendment would add \$23,500 to the “not to exceed” total limit of the amended agreement. The unspent amount in the original agreement is \$14,724; Mr. Maker is quite sure that the \$23,500 on top of the \$14,724 will be adequate to take them through June, probably with a cushion.

- e) Consideration of approving a “Finance & Maintenance Agreement” with the Vermont Agency of Transportation (VTrans) for a paving project entitled “Montpelier STP 2905(1)” Contract No. FM0055. This regards the VTrans’ plans to resurface Class I Town Highways which are under the pavement management responsibility of the State of Vermont. The work will be performed under a single construction contract and consist of State Street (US Rte. 2) from Bailey Avenue westerly to the corporate boundary; the Montpelier State Highway (aka Memorial Drive: Bailey Avenue to I-89); and Dog River Road. The Finance & Maintenance Agreement is a standard operating procedure for road rights-of-way which are owned by the municipality (re: State Street) and establishes and assigns certain rights, responsibilities and costs. In this case, all costs are to be borne by the State, except for any non-participating items requested by the municipality of which there are none at this time. The Public Works staff has reviewed the project plans and agreement and recommends approval. Staff also recommends that the Assistant City Manager be designated as the duly authorized agent to execute the documents on behalf of the City Council.
- f) Consideration of endorsing the Certificate of Opening Highway for Public Travel (provided by the VTrans Right-of-Way Division) for the Langdon Street Bridge following the bridge replacement project previously completed. This certificate formally opens the bridge for public travel and will be recorded in the City land records.
- g) The Public Works Department is asking for consideration of the City Council to review and sign the 2010 Bridge Inspection Report performed by the VTrans Structures Division.
- h) Ratification of the Department of Public Works’ Union Contract for the period July 1, 2011 – June 30, 2014.
- i) Consideration of awarding the bid for a Tax Anticipation Line of Credit for \$1,800,000 for FY ’12 (July 1, 2011 to June 30, 2012) to cover the expenses for the City’s General Fund, School Department and Recreation Department. Bids on the interest rate were received on Thursday, June 16, 2011. A

tabulation sheet listing the results is attached. Staff recommends the acceptance of the bid for a Tax Anticipation Line of Credit from Merchants Bank at the rate of 1.59% and authorize the Mayor, City Council and Treasurer to sign the necessary documents.

- j) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following:
 - 1) Ratification of the issuance of a Catering Permit to The Skinny Pancake for an event called “*Green Drinks*”; they served beer and wine in the center lobby of City Center on Tuesday, June 14th, from 6:00 to 8:00 P.M.
 - 2) Ratification of the issuance of a Catering Permit to Vermont Hospitality Management, d/b/a New England Culinary Institute, for a National Life Dinner to welcome a “Focus Group” scheduled to be held on Wednesday, June 22nd, from 6:00 to 8:30 P.M. at the National Life Guest House.

k) Payroll and Bills

4) 11-169. 58 Barre Street Update

- a) Jeff Kantor, Consultant; Garth Genge, Staff Project Manager; and Steve Twombly, Clerk of the Works, will be on hand to give an update on the 58 Barre Street Project.
- b) Recommendations: Receive update; discussion; direction to staff.

5) 11-170. “Consideration of approving the use of an additional \$101,150 of City Revolving Loan Funds (Capital Plaza and ADA) for the improvements at the Montpelier Senior Activity Center; and reconfirm that any shortfall in the Capital Campaign will be subsidized from Montpelier Senior Endowment Fund.

- a) Consultant Jeff Kantor, Acting City Manager Beverlee Pembroke Hill, and Clerk of the Works Steve Twombly will be present to review and explain these numbers to the City Council.
- b) Recommendation: Review and discussion of this request; direction to staff.

6) 11-171. Consideration of the ***Recommendations of Senior Center Coordinating Committee.***

- a) On April 27, 2011, Eileen Peltier, Chair of the Senior Center Coordinating Committee, presented this committees report and their recommendations for the future operation of the Center.
- b) Those recommendations contained 4 basic recommendations:
 - 1. Change to the Mission Statement to include more clearly residents of the Montpelier area and the concept of economic well-being and a welcoming environment.
 - 2. Acceptance of Statement of Values
 - 3. Committee recommended that the new Director of the Senior Center should be a department head reporting directly to the City Manager. (Staff has discussed this in conjunction with the MATRIX report and recommends that the Director report to the Assistant City Manager.)
 - 4. Changes in the role of the center
 - A) Community Partnerships
 - i) Enhance the use of the resource room within the center
 - ii) Form a senior services partners group
 - iii) Formalize the relationship with the Montpelier Home Delivery Program (“Meals on Wheels”).
 - B) The Center should strive to be as inclusive as reasonably possible.
 - i) The **58 Barre Street building** should be renovated in a way that creates a senior center facility that is accessible, comfortable, flexible, and energy efficient.
 - ii) The current practice of **open enrollment** – that is enrollment that is open to any senior residing in the Montpelier area should be continued.
 - iii) **A formal scholarship program** should be developed
 - iv) Efforts to **enhance transportation options for seniors** should be continued.

- c) In conjunction with the report received on April 27, 2011, staff was asked to prepare cost implications. Council has been provided with backup data to help them with their decision-making.
- d) Recommendation: Consider recommendations as outlined above; discussion; direction to staff.

7) 11-172. National Life Trail Authorization

- a) The Montpelier Parks Department is seeking Council authorization to assist in the building of a trail from the corner of Route 12 and Route 2 and up the hill to the National Life trail system, which also connects with their parking areas and various buildings.
- b) Such a trail would benefit the community in a number of ways. One way is that it will provide a safe and beautiful alternate transportation route, as a commuting option, to a major workplace that serves hundreds of people. It will allow access to the downtown (i.e. during lunch hours) without employees having to get in their cars as well.
- c) Additionally, this trail would provide strategic trail access to the southwest corner of Montpelier, opening official access to an under-served part of town, a key link in working toward Master Plan goals and strategy: ***“Goal C: Open Space and Recreation, Strategy 1a, Develop and extend a wagon-wheel network of trails throughout downtown Montpelier and to other neighboring communities.”***
- d) This project is seen as a synergistic opportunity as it is a collaboration between public and private partners that will benefit the whole community. Partners include National Life, the Parks Department, Vermont Youth Conservation Corp/AOT, International Volunteers for Peace, and will likely involve a large number of community volunteers.
- e) National Life’s maintenance crew has offered to help with building the trail and has committed to maintaining the trail once it is built.
- f) Recommendation: Receive any additional information from Parks Director Geoff Beyer; opportunity for discussion; provide authorization to move forward with this project.

- 8) 11-173. Update from Flood Loan Committee
 - a) Angela Timpone, Committee Chair, will update the Council on the meeting of the recently-appointed Flood Loan Committee members.
 - b) Recommendation: Receive report; possible direction to the committee.
- 9) 11-174. Council Reports
- 10) 11-175. Mayor's Report
- 11) 11-176. Report by the City Clerk-Treasurer
- 12) 11-177. Status Reports by the City Manager
- 13) 11-178. Agenda Reports by the City Manager

Adjournment

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MONTPELER

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 98**

JULY 1, 2011 THROUGH JUNE 30, 2014

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This Agreement between the City of Montpelier (the "City" or "Employer"), acting by and through its Manager, and the International Union of Operating Engineers, Local 98, (the "Union").

W I T N E S S E T H :

1. PREAMBLE.

1.1 This Agreement is designed to increase employee productivity and efficiency, and incorporates the terms of understanding between the parties pursuant to the authorizing provisions of the state collective bargaining law.

2. DUTIES OF EMPLOYEES.

2.1 **Duties and Responsibilities.** Every employee shall fulfill to the best of the employee's ability the duties and responsibilities of the employee's position. The employee shall, during the employee's hours of duty, and subject to such other laws, rules and regulations that pertain thereto, devote the employee's full time, attention, and efforts to the employee's office and employment. The employee shall not use the employee's position to secure special privileges or exemptions for the employee or others. The employee shall not use City property or equipment for the employee's private use or any use other than that which serves the public interest, without permission of the Supervisor of the Division.

2.2 **Confidential Information.** An employee shall not disclose confidential information gained by the employee by reason of the employee's official position except as authorized or required by law, nor shall the employee otherwise use such information for the employee's personal gain or benefit.

3. RECOGNITION.

3.1 In accordance with the Certification of the State Labor Relations Board, dated June 16, 1980, as amended, the City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for the four (4) Divisions of the Department of Public Works:

1. Street Division;
2. Equipment Division;
3. Water Division;
4. Sewer Division.
5. Wastewater Division

Exclusions:

- The Department of Public Works Director;
- Assistant Director of Public Works ;
- Engineer;
- Public Works Supervisors;
- Water Filtration Plant Employees;
- City Hall Custodian;
- Administrative Assistant

3.2 It shall be considered a violation of this Agreement for the City, through its Manager, Mayor, City Council or any Council Member, to negotiate with or make individual agreements with employees or groups of employees covered by this Agreement, except with the express prior consent of the Union. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, the Mayor, City Council or any Council Member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

4. MANAGEMENT RIGHTS.

4.1 Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, City Council, Department and Division heads, and all other management personnel reserve and retain all rights granted by law customarily belonging to or exercisable by public management.

5. SAFETY COMMITTEE.

5.1 A safety committee shall be appointed. The committee shall be composed of eight (8) members. The union shall be represented by one (1) representative from the Street Division, one (1) representative from the Equipment Division, one (1) representative from the Water and Sewer Divisions, and one (1) representative of Wastewater Division combined. The Shop Steward shall be one of three (3) union representatives on the committee, provided that the Assistant Shop Steward is not from the same Division as the Shop Steward. The City shall be represented by four (4) supervisory personnel. Said committee shall appoint its own chairman and meet at least semi-annually to review safety practices. The City shall attempt to comply with such safety codes as may be drawn up by the safety committee and approved by the City Manager.

6. MISCELLANEOUS PROVISIONS.

6.1 **Bulletin Board** Announcements shall be posted in conspicuous places. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards

6.2 Should any provision of the Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

6.3 **No Discrimination** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, religion, ancestry, national origin, sexual orientation, or place of birth, or against a qualified disabled individual, and that all covered employees shall receive the full protection of this Agreement

6.4 **Access to Premises** The Employer agrees to permit representatives of the International Union of Operating Engineers, Local 98, to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives notify the City prior to their arrival as to when they will be present on the premises and do not interfere with the performance of duties assigned to the employees

6.5 The Union agrees that during the life of this Agreement, there will be no striking, picketing, or stoppage of work, and the City agrees that there will be no lock out.

7. SHOP STEWARD.

7.1 One of the employees will be elected shop steward by the Union to attend to the interest of the Union. Any dispute or grievance concerning terms or conditions of employment shall be taken up by the steward with an Employer Supervisor. The Employer shall be furnished the name of the Union Steward immediately after his designation, and the Union shall notify the Employer of any change. The above shall be granted reasonable time off with pay at the discretion of management during working hours to investigate and settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible.

8. PAYROLL DEDUCTION OF UNION DUES.

8.1 (a) The City agrees to deduct Union dues bi-weekly from the pay of employees who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local 98, as designated in writing to the City by the Union.

(b) In the event the employee does not have any pay for a particular period, or in the event the employee does not have sufficient sum due him after deductions have been made for taxes, social security, pension, medical insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

(c) The City of Montpelier and the International Union of Operating Engineers Local 98 agree that if any employee covered by Section 8.3 of Article VIII of the agreement between the City of Montpelier and the International Union of Operating Engineers Local 98 effective the 1st day of July, 1997, does not pay the agency service fee or any portion thereof because the employee alleges that the payment or expenditure of said fee or any portion thereof is in violation of applicable federal or state law, the employee shall not be subject to discipline until such time as there has been a final judgment by a court of competent jurisdiction, including any appeal. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon payroll deductions in accordance with authorization cards submitted by the Union to the City.

(d) Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted.

8.2 Any employee who becomes a member of the Union shall be required, as a condition of employment, to maintain Union membership during the life of this Agreement.

8.3 **Agency Service Fee** (a) Employees are not required to join the Union as a condition of employment, but non-probationary employees covered by this Agreement who elect not to join the Union shall, during the term of this Agreement, pay an agency service fee in an amount not to exceed the Union dues. Upon written notice from the Union that an employee has not paid the agency service fee as aforesaid, such employee will be subject to such discipline, including discharge, as the City deems appropriate. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section.

(a) All employees will be cautioned not to interfere with the rights of each other as they relate to union and non-union activities.

(b) This section (8.3) shall be subject to the Constitution and laws of the United States of America and the State of Vermont.

9. DISCRIMINATION AND COERCION.

9.1 There shall be no discrimination by either Union or Employer against any employee because of his activity, membership or non-membership in the Union. If an agent of the City gives an order, that employee is expected to obey the order and grieve later. Refusal to comply with this standard shall constitute insubordination.

10. GRIEVANCE AND ARBITRATION PROCEDURE.

10.1 (a) A grievance is defined as a question of interpretation or application of the express written provisions of this Agreement and shall be processed as follows:

STEP 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within three (3) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days of receiving the grievance.

STEP 2. If the grievance still remains unadjusted, it shall be presented to the Director of Public Works in writing within three (3) working days after the response of the Supervisor is due. The Director shall conduct a hearing allowing all interested parties to be heard and to call and cross examine witnesses, and shall respond in writing within ten (10) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the City Manager in writing within three (3) working days after the response of the Director of Public Works is due. The City Manager shall meet with the grievant and his Union representative within five (5) working days after receipt of the written grievance. The City Manager shall respond in writing within ten (10) working days after the meeting.

(b) If the grievance is still unsettled, the Union, and not any individual employee(s), may request arbitration in writing within ten (10) working days after the response of the City Manager is due. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel provided by the American Arbitration Association (AAA), in which event the arbitration will be conducted under the rules of the AAA. The expenses for the arbitrator's services will be shared equally by the City and the Union. Notwithstanding any contrary provision of the submission agreement to the AAA or of the rules of the AAA, the arbitrator's decision shall be binding. The arbitrator shall have no power to add to, subtract from, alter or modify the express written provisions of this Agreement, nor to give effect to any practice not expressly guaranteed by the written language of this Agreement.

(c) If a grievance is not presented within the time limit set forth in Step 1, or in the case of a suspension without pay or dismissal within the time limit set forth above for submitting such grievances at Step 2, it shall be considered waived. If a grievance is not appealed to Step 2, 3 or 4, or if arbitration is not

requested within the specified time limit, it shall be considered settled on the basis of the City's last response. Any time limit set forth above may be extended by mutual agreement in writing signed by both parties to this Agreement.

ACKNOWLEDGMENT OF ARBITRATION

The International Union of Operating Engineers, Local 98, (hereinafter called the "Union") and the City of Montpelier, (hereinafter called the "City") understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the Arbitration Agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the City agree to submit any such dispute to an impartial arbitrator.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 98**

CITY OF MONTPELIER

City Manager

By:

11. SENIORITY.

11.1 Seniority means length of service by bargaining unit or by classification as specified in this Agreement.

11.2 A new employee shall serve a probationary period of not less than six (6) months provided, however, that three of those months are December, January and February. However, in no event shall an employee serve a probationary period of more than twelve (12) months. At the end of the employee's probationary period, the employee's seniority shall be computed back to the first day of employment.

11.3 Seniority shall be broken and an employee is considered to have voluntarily quit:

- (a) If absent without notifying the employee's supervisor's office within three (3) working days, or for false reasons of leave of absence. It is understood that an employee should notify the employee's supervisor's office prior to any absence unless it is not possible for the employee to give such prior notice; or
- (b) Failure to return to work within three (3) working days after the expiration of a leave of absence.
- (c) Seniority shall also be broken when an employee resigns or is terminated from his or her position with the Department.

11.4 Employees of the Wastewater treatment plant shall begin to accrue bargaining unit seniority for all purposes related to the CBA as of the date of execution of the Memorandum of Agreement, i.e. April __, 2009. For purposes of layoffs within the Wastewater Treatment Plant, employees with the same bargaining unit seniority shall be laid off in reverse order of their date of hire with the City. Bumping rights for employees of the Wastewater Treatment Plant to bargaining unit positions outside the Wastewater Treatment Plant shall be based solely on bargaining unit seniority.

12. POSTING AND PROMOTION PROCEDURES

12.1 When the Employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. If an employee applies in writing within the seven (7) day posting period, then within thirty (30) days after the expiration of the posting period, the Employer will make its decision on selection.

When in the sole judgment of the Employer, qualifications, ability and reliability of all applicants, including persons from outside the bargaining unit, are relatively equal, bargaining unit seniority shall be the determining factor.

12.2 When a job vacancy is a class eleven (11) or higher, the City will make every effort to fill the position with a permanent employee having two (2) or more years of service.

12.3 **Application** – Employees will have an opportunity during their semi-annual performance evaluations to discuss with their supervisor an application for promotion to a higher classification based on their capabilities in the areas described in the chart for their appropriate division. An employee who believes that he/she is capable of performing in all areas at the level required of a higher grade position shall submit a written application to the Director on a form approved by the City and Union.

12.4 **Evaluation** - Within thirty (30) days following receipt of an application for promotion, the Director shall meet with the employee and his supervisor to discuss the application for promotion and to review the qualifications of the employee for the higher classification. If the Director is satisfied that the employee meets the requirements for the new position, he shall notify the employee, who shall be promoted to the new classification. In the alternative, the Director may schedule a proficiency evaluation for employees seeking “capable” or proficient” designation in a skill set for a higher position.

12.5 **Review Panels** – In cases where the Director schedules a proficiency evaluation, a review panel consisting of a minimum of two and no more than five evaluators shall be convened to determine proficiency in appropriate areas. The Panel will consist of the employee’s immediate supervisor and a peer trainer or an outside evaluator selected by the Director or his designee and skilled in the operation of the appropriate equipment. The panel shall review the employee’s qualifications and training, and conduct appropriate skills tests as deemed necessary by the Panel. The results of the review and skills testing, along with the Panel’s recommendation, shall be provided to the Director, who shall approved promotions based on positive recommendations from the review panel. Copies of the review and skills testing, along with the Director’s determination, shall be provided to the employee. An employee who is determined not qualified for the promotion shall be provided a list of areas and equipment needing improvement, and shall be entitled to reapply for promotion in six (6) months following the previous determination.

12.6 **Training** – Employees interested in furthering their skills so as to qualify for promotion may

request training on specific equipment or functions to help provide depth of skills within the Department. Such requests shall be made in writing to the employee's immediate supervisor. The City will make training opportunities available to employees requesting it, including periodic training on equipment on a rotating basis, as well as training on equipment at other training facilities, and shall establish training schedules for such employees. Training on equipment shall be balanced with project production, and shall be subject to the operating needs of the Department as well as budgetary considerations. Employees will also be expected to train on equipment on their own time. The City shall allow employees to use equipment after work hours on their own time in order to facilitate such training. Any such training will be done consistent with safety rules agreed to by the parties.

12.7 **Voluntary** - The parties acknowledge that the promotional opportunities provided herein are voluntary and optional, and that no employee will be disciplined or otherwise penalized for electing not to seek promotion to a higher classified position. Furthermore, employees employed as of July 1, 2008 in specific grade classifications shall be entitled to remain in those classifications even though they may not meet the proficiency criteria in every area as reflected in the proficiency charts adopted as part of this agreement, nor shall such employees be required to become proficient in areas not previously required of them for their position. Such employees who elect to remain in their grade level shall be entitled to continue to perform the job assignments and operate the equipment they have traditionally been assigned and operated, and shall not be involuntarily removed from such assignments or equipment.

12.8 Except as provided in subparagraph 12.7 above, employees who are promoted to higher grade classification positions shall be provided opportunities to rotate equipment and job assignments within the their new classification in order to gain experience operating equipment and performing job functions. Such rotation shall be on an equal basis on a schedule agreed upon by the Department and the Union.

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13. VACATIONS.

13.1 **Entitlement.** Each permanent employee in a full-time position shall accrue vacation days with pay as follows:

- (a) A new employee shall not accumulate nor use vacation days during the employee's probationary period
- (b) Upon successful completion of the employee's probationary period, an employee will be credited with one (1) vacation day for each month of the employee's probationary period, except that an employee will not be credited with a vacation day for any month that the employee is off payroll in accordance with 13.3
- (c) An employee with more than six (6) months but fewer than seven (7) years of full-time employment shall accrue vacation days at the rate of one (1) day per completed calendar month of employment. Total accumulation may not exceed thirty (30) days.
- (d) An employee with seven (7) or more years, but fewer than fourteen (14) years, of full-time employment shall accrue vacation days at the rate of one and one-half (1.5) days per completed calendar month of employment. Total accumulation may not exceed thirty-five (35) days.
- (e) An employee with fourteen (14) or more years of full-time employment shall accrue vacation days at the rate of two (2) days per completed calendar month of employment. Total accumulation may not exceed forty (40) days.

13.2 **Vacation Scheduling.** Vacation days shall not be advanced for use prior to their being earned. Vacation scheduling is the exclusive prerogative of the department heads. Leave must be requested in advance by the employee and is subject to approval by the department head. Vacation scheduling, including, but not limited to any approval of an employee's request for vacation time, shall be subject to the operating needs of the department during the requested vacation period. Selection of vacation shall be on a first come, first served basis. However, if three or more employees make requests on the same day for the same time off, seniority will prevail; except that if confirmed reservations have been made by an employee(s) with written proof of confirmation, the employee(s) with the earliest confirmation(s) will prevail. A notice of no more than two (2) days will be required when an employee requests up to two (2)

days. The department shall inform the employee of its approval or denial of the employee's request for vacation time within a reasonable time following such request.

Calculating Vacation Days in the Case Of:

- (a) **Re-employment.** Except in the instance of lay-off, an employee rehired by the City shall not receive credit for prior City employment in establishing the employee's rate of vacation day accrual. An employee re-employed under the provisions of Article 20 shall receive credit for prior City employment in establishing the employee's rate of vacation day accrual, but shall not accrue vacation days for the period which the employee was not on the payroll.
- (b) **Military Leave.** An employee who is granted military leave shall receive credit for time served in the military in computing total years of full-time employment for the purposes of determining the rate of vacation day accrual, but shall not accrue vacation days while on military leave.
- (b) **Off Payroll.** An employee on paid leave as outlined in Section XV (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue vacation leave for that month.
- (d) **Adverse Weather Conditions.** An employee who is not able to report to work or leaves early with permission when practical, due to storm conditions or impassable roads shall have this absence charged to vacation hour for hour.

13.4 Terminal Vacation Pay. Upon separation in good standing from the employ of the City of Montpelier, the employee shall be entitled to pay for any accrued vacation time which remains unused.

13. 5 Terminal Vacation Pay Disallowed. Terminal vacation pay for unused vacation time shall not be allowed to any employee who is summarily dismissed from employment with the City or who resigns or quits employment without proper notice.

13.6 Vacation Pay in Case of Death. If an employee dies when in the employ of the City of Montpelier, the employee's vacation time and earned wages shall be paid as follows:

- (a) To a beneficiary whose name has been filed by the employee with the office of the City Treasurer.
- (b) If no beneficiary is named, then to the surviving spouse.
- (c) If no beneficiary is designated, and the employee is not survived by a spouse, then to the estate of the deceased employee.

13.7 **Vacation Pay Option.** An employee whose employment is terminated other than for dismissal for cause and who gives two weeks notice to the Public Works Director shall receive pay for this unused vacation time in accordance with sections 13.4 and 13.5 or elect to receive credit for the value of the accrued vacation time for payment of future medical insurance premiums through the city's medical insurance plan.

14. PAID HOLIDAYS.

14.1 **Official Legal Holidays.** The official paid legal holidays of the City of Montpelier are hereby established as follows.

• New Year's Day	January 1 st
• Martin Luther King, Jr.'s Birthday	3 rd Monday in January
• Washington's Birthday	3 rd Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4 th
• Labor Day	1 st Monday in September
• Columbus Day	2 nd Monday in October
• Veterans Day	November 11 th
• Thanksgiving Day	4 th Thursday in November
• Christmas Day	December 25 th

14.2 **Entitlement.** Subject to the provisions of Section 14.6 herein, the employees of the City of Montpelier shall be eligible to receive pay for the official legal holidays as herein established computed on the regular base pay rate of the employees.

14.3 **Working a Holiday.** In the event that work is required of any employee on any of the scheduled official holidays, that employee shall be paid time and one-half for all hours worked on said holiday plus holiday pay computed at the employee's regular base rate of pay. In addition, in the event that an employee is required to work December 25th, and/or Thanksgiving Day, the employee shall receive a bonus of fifty dollars (\$50.00) for each of the aforesaid days worked.

14.4 **Vacation.** If an employee takes the employee's earned vacation during a period which includes an official legal holiday, the employee shall not be charged a vacation day for that holiday.

14.5 **Weekend.** If any holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Employer may designate the preceding Friday or the following Monday as the holiday, or may designate Friday for some employees and Monday for others. The Saturday holiday will fall on Friday except in extenuating circumstances, such as but not limited to snow storms, broken or frozen pipes, etc.

14.6 **Work Requirement.** In order to be eligible for holiday pay, the employee must work the regular work day prior to and following an official legal holiday, unless the employee is on legitimate sick leave, injury leave, bereavement leave, incidental leave, or vacation.

15. LEAVES OF ABSENCE WITH PAY.

15.1 **Professional Purposes.** A leave of absence with pay may be granted by the City Manager to any employee to permit the employee to attend in-service training schools, professional meetings, professional conferences or conventions, or for any other justifiable reason considered in the best interests of the City of Montpelier. The maximum allowable leave with pay shall be thirty days in any fiscal year for any one employee.

15.2 **Bereavement Leave.** Each permanent and probationary employee may be entitled to a maximum of five (5) days emergency leave of absence with pay because of death in the immediate family of the employee. Such emergency leave may be granted by the department head upon approval of the City Manager. The immediate family shall mean parents, spouse, civil union partner, sisters, brothers, children, grandparents, grandchildren, mother-in-law and father-in-law of the employee. Emergency leave of absence with pay, not to exceed one (1) day in any instance, because of the death of a brother-in-law, sister-in-law or a person living in the employee's household, may be granted by the department head upon approval of the City Manager.

15.3 **Incidental Leave.** Leaves of absence with pay which are one (1) full working day or less in duration may be granted at the discretion of the department head to any employee for dental appointments, appointments for physical examinations, transportation of sick member of the immediate family to or from a hospital or doctor's office, to perform voting privileges, to attend a funeral not covered under section 15.2 or for any other justifiable reason, not to exceed three (3) working days per year.

15.4. **Jury Duty.** An employee required to perform jury duty shall be entitled to a leave of absence with pay to perform such duty. An employee required to perform jury duty shall be compensated by the City at the employee's regular rate of pay for each hour of the normal work day absent for such duty. "Compensation" by the City shall not include reimbursement for expenses. In order to receive pay from the City for leave of absence to perform jury duty, the employee, upon the employee's receipt of payment for jury service by the Federal, State or County Government, shall remit to the Treasurer's Office of the City of Montpelier such compensation received, minus travel expenses paid. An employee who is released from jury duty during the employees regular work day shall promptly advise his/her supervisor of this fact and shall report to work as instructed.

15.5 Military Reserve Components. An employee who is a member of any Military Reserve Component of the Armed Forces of the United States such as the National Guard shall be entitled to a leave of absence with pay to attend the activities of such Military Reserve Component for a period of time not to exceed fifteen (15) days in any one year. The City has agreed to pay the employee the difference between military pay received and the employee's normal base bi-weekly pay for those fifteen (15) days. Weekend duty with Military Reserve Components shall be on the employee's own time but the employee shall be entitled to swap shifts with another employee in the event the employee is required to work on a drill weekend. In the event the employee is called up to active duty, the City will maintain health insurance benefits until employee has successfully transferred into U.S. Military health insurance program.

15.6 Personal Hardship. In case of extreme hardship, emergency leave with or without pay may be granted at the sole discretion of the Employer.

16. SICK LEAVE.

16.1 **Basis for Sick Leave Credit.** Each permanent and probationary employee may earn one (1) working day per full month of actual work to use as sick leave. Earned sick leave shall be with pay computed at the regular base pay rate of the employee.

16.2 **Accrual.** Each permanent and probationary employee shall accrue sick leave at the rate of one (1) working day per full month of actual work. However, the maximum number of days allowed to accumulate for any one employee shall not exceed one hundred twenty (120) days. An employee on paid leave as outlined in Article 15 (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue a sick day for that month.

16.3 **Requirements and Conditions.** The granting of sick leave with pay shall be allowed in cases of actual sickness, hospitalization, or disability of the employee. A physician's certificate may be required from the employee to entitle the employee to pay. Any employee who abuses sick leave may be subject to disciplinary action.

16.4 **Termination of Employment.** Accrued sick leave shall not be payable to an employee upon voluntary or involuntary separation from employment with the City of Montpelier

16.5 **Vacation Time as Sick Leave.** The employees of the City may elect to use vacation time as sick leave upon approval of their supervisor, or upon the exhaustion of all accrued sick leave due the employee. Accrued sick leave shall not be used as vacation time.

16.6 **Compensation for Sick Leave.** An employee on sick leave shall be paid at the employee's regular base wage during the period of illness or disability. An employee who is disabled by reason of sickness or injury shall file a timely claim for coverage under the City's short term disability plan, usually not later than fourteen (14) calendar days following the onset of the disability. An employee who is eligible for benefits under the City's short term disability plan is not eligible for continued use of accrued sick leave except as follows: an employee may use accrued sick leave or other accrued paid leave to make up the difference between the employee's regular base weekly wages or salary and the payment received under the City's short term disability plan.

The City shall provide Long Term Disability Income Insurance for regular employees. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan. An employee who is eligible for benefits under this plan may not use accrued sick leave to supplement the maximum monthly benefits under this insurance program.

The Department Head shall receive a copy of the employee's attending physician's statement of continuing disability every thirty (30) days or request the one be obtained.

Sec. 16.7 FAMILY LEAVE AND PARENTAL LEAVE.

The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law.

(1) "Family Leave" means a leave of absence from employment for one of the following reasons:

(A) The serious illness of the employee.

(B) The serious illness of the employee's child, stepchild, or ward who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

"Parental Leave" means a leave of absence from employment for one of the following reasons:

(A) The birth of the employee's child.

(B) The initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

"Serious Illness" means an accident, disease or physical or mental condition that:

(A) poses imminent danger of death;

(B) requires inpatient care in a hospital; or

(C) requires continuing in-home care under the direction of a physician.

(2) LEAVE.

During any consecutive 12-month period, an employee shall be eligible to take unpaid leave for a period not to exceed 12 weeks.

(1) for parental leave, during the employee's pregnancy and following the birth of an employee's child or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

(2) for family leave, for the serious illness of the employee or the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

(3) during the leave, the employee may use accrued sick leave or vacation leave, not to exceed twelve weeks, consistent with the existing policy. The utilization of accrued vacation leave shall not extend the leave provided herein.

The full text of the state law is available in the City Manager's Office or from Department Heads.

16.8 Notification. In order to be eligible for paid sick leave, the employee shall notify the department head at least twenty-four (24) hours prior to hospitalization or home confinement for medical reasons upon instructions from a physician. In the event that sickness, hospitalization, or disability occurs so as to prevent the employee from notifying the employee's department head in advance, the employee shall cause notification to be sent to the department head not more than two (2) hours after the time set for reporting for the employee's regular duties.

16.9 Incentive. (a) Each calendar year an employee who experiences less than twenty-four (24) hours loss of time due to any reason chargeable to sick leave within a six-month period (January 1st-June 30th and/or July 1st-December 31st) shall be granted a bonus payable on the second regular payday in January, or the second regular payday in July, as follows:

- Less than eight (8) hours sick leave used in defined six-month period: \$100.00;
- Less than sixteen (16) hours sick leave used in defined six-month period: \$50.00;
- Less than twenty-four (24) hours sick leave used in defined six-month period: \$25.00.

(b) An employee shall be eligible for two payments each calendar year, which payment shall be for the least number of sick leave hours used within the previous six-month period. Each calendar year commencing January 1, 1990, an employee who experiences less than forty-eight (48) hours loss of time due to any reason chargeable to sick leave, except for worker's compensation, may accrue compensatory time off, during the following calendar year, in addition to the forty (40) hours limit set forth in Section 22.2, but otherwise in accordance with Section 22.2, as follows:

- Less than 32 hours - 20 hours of additional compensatory time off;
- Less than 40 hours - 15 hours of additional compensatory time off;
- Less than 48 hours - 10 hours of additional compensatory time off.

(c) This paragraph allows an employee to accrue only one amount of additional compensatory time off under Section 22.2, which amount shall be for the least number of hours of sick leave used.

16.10 Each calendar year commencing January 1, 1998, an employee who has accumulated 120 days of sick leave at any time during a calendar year and who has 120 days of accumulated sick leave at the end of that calendar year (December 31st) shall be eligible to receive a bonus for that calendar year as follows:

An employee who, during a calendar year, experiences less than twenty four (24) hours loss of time due to any reason chargeable to sick leave, shall be granted a bonus, in accordance with the following schedule, payable on the second regular pay day in January of the following year:

- Less than 8 hours - \$500.00;
- Less than 16 hours - \$250.00;
- Less than 24 hours - \$150.00

(d) An employee shall receive only one payment under this section, which payment shall be for the least number of sick leave hours used. The bonus provided in this Section shall be in lieu of and not in addition to the bonus set forth in Section 16.9 (a).

17. PERSONAL DAYS.

17.1. (a) Each employee shall be eligible for two (2) personal days during the calendar year. The employee shall request and receive prior approval from the department head for the date of the personal day, but a request for Town Meeting Day cannot be denied. In the case of new employees, each employee shall be entitled to one (1) personal day during the employee's first calendar year of employment. Personal days shall be one full day in length and shall not be carried over into succeeding years, nor shall unused personal days count toward terminal pay. It is the responsibility of the employee to use the employee's personal days prior to December 31st of each calendar year.

(b) An employee who has 20 years or more of continuous, active and full-time employment with the Department of Public Works shall be eligible for one additional personal day during the calendar year upon the same conditions for personal days as set forth in 17.1 (a) above.

18. WORK-RELATED INJURY LEAVE.

18.1 **Requirement.** The City of Montpelier is covered by worker's compensation for all on-the-job injuries or disabling accidents resulting during the regular course of work for the City which has rendered the employee unable to work. All injuries, whether major or minor, shall be immediately reported to the employee's supervisor or department head, who shall cause a report to be filed concerning the specific injury. Failure to report may result in loss of leave and compensation.

18.2 While eligibility for worker's compensation is being determined and prior to its payment, an employee may draw paid leave not exceeding his basic bi-weekly wage. Once worker's compensation is paid retroactive, the employee shall repay the City the difference between the aggregate of leave pay and worker's compensation received minus regular bi-weekly pay. The amount of compensation to be paid to the employee by worker's compensation insurance may be supplemented from the employee's earned leave credits so that the employee shall receive the employee's basic bi-weekly wage. Leave pay or supplementation shall continue for a period not to exceed ninety (90) calendar days. Use of sick leave as aforesaid shall not affect an employee's eligibility for a sick leave bonus under Section 16.9, provided the employee buys back the sick leave used. For the purpose of this section, "Leave" will not include accrued compensatory time.

19. LEAVES OF ABSENCE WITHOUT PAY.

19.1 **Entitlement.** A permanent employee of the City of Montpelier shall be eligible for leave of absence without pay from his regular employment for justifiable cause upon recommendation of the department head and approval of the City Manager.

19.2 **Maximum Leave Allowable.** The maximum leave of absence without pay which may be granted to any employee from the employee's regular duties at any one time shall not exceed one (1) year.

19.3 **Request for Leave.** Requests for extended leaves of absence without pay must be made in writing to the department head, stating the purpose and length of time desired, at least fourteen (14) days prior to the commencement of such leave.

19.4 **Restoration to Employment.** Any full-time employee granted a leave of absence without pay shall be entitled to restoration to duty at the same classification and at the pay rate currently in effect subject to the provisions of Article 20. The employee shall notify the employee's respective department head in writing of the employee's intention to return to work at least fourteen (14) days in advance of the day the employee intends to commence work.

19.5 **Not to be Used as Vacation Time.** Leaves of absence without pay shall not be approved for use as an extension of vacation time but shall only be approved for justifiable reason requiring the extended absence of the employee from the employee's regular duties.

20. LAYOFF AND RECALL

20.1 **Order of Layoff.** In the event of a layoff within any job classification covered by this Agreement, the order of layoff within such classification shall be as follows:

- (a) Temporary and probationary employees will be laid off before permanent employees.
- (b) Permanent employees will be laid off by reverse seniority within the classification.

20.2 **Bumping.** An employee who is laid off within a classification, in lieu of layoff may bump into a lower classification in which the employee has previously worked in the bargaining unit and is qualified to work, or in which the employer judges the employee qualified to perform even if the employee has not previously worked therein. The employee bumped shall be either a temporary or probationary employee, if either is working, or an employee in lower classification with less bargaining unit seniority than the employee seeking to bump.

20.3 **Recall.** Employee shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the classification from which the employee was laid off, whichever first occurs. Employees shall be recalled to their classification in reverse order of layoff. The employer may recall but shall not be obligated to recall an employee to a classification within the bargaining unit which the employer judges the employee is qualified to perform. When more than one (1) employee out of classification is considered qualified for such a recall, the recall shall be offered to the employee in order of bargaining unit seniority. Seniority shall not accrue for time spent on a recall list.

21. FRINGE BENEFITS.

21.1 Retirement. The employees shall be members of the Vermont Municipal Employees Retirement System (VMERS) Group C with all related benefits and contribution schedules as established by VMERS. Notwithstanding the aforementioned requirement, employees in the Wastewater Treatment Plant who are members of Vermont Municipal Employees Retirement System (VMERS) Group B as of the date of execution of the Memorandum of Agreement, i.e., April __, 2009, may elect to stay enrolled as members of Group B.

21.2 Disability Income Insurance. The City shall maintain programs of disability income insurance for its employees. The City shall pay the premiums for the short and long term disability insurance plans.

21.3 Life Insurance. The City shall maintain a program of group life insurance for employees, the premiums to be paid by the City, which shall provide each employee with \$1,000.00 of life insurance for each \$1,000.00 of base wages, or fraction thereof.

21.4 Health Insurance The City will continue to provide Hospital and Medical Insurance as well as Major Medical Insurance and prescription drug coverage to all employees covered by this Agreement. The City will provide the Vermont League of Cities and Towns' HDHP 2250 Value Plan complimented by a Health Reimbursement Arrangement (HRA) and a Flexible Spending Account (FSA) to all employees covered by this Agreement assuming such plan is in existence. Each employee's HRA will be funded by the City on or about January 1 of each year up to \$3,000 for a single person plan and \$6,000 for a two-person or family plan. Such funds shall be used by employees to pay deductible and coinsurance amounts.

If the City of Montpelier chooses to continue to provide the CIGNA HDHP 2250 Value Insurance Plan and/or the plan exists beyond calendar year 2010, employees shall continue to be responsible for a share of the City's cost of health insurance. The City's cost of health insurance includes both the insurance premium and full HRA \$3000/\$6000 Plan. The employee share for 2011 and beyond shall be 5% for a single person plan and 20% for a two- person and family plan.

Employees shall be entitled to rollover 10% of the year-end unused employer contribution (maximum rollover equal to \$300 for single person plan, \$600 for two person and family plan) to the individual employee's HRA. The rollover shall not to exceed the maximum employee out of pocket expense of \$500 for a single plan and

\$1,000 for two-person and family plans. Individual employees will have the option of which health care plan, (i.e., single, two person or family) they want to select. For employees who participate in the City's FSA plan, the City will fund each employee's plan in an amount equal to \$250 annually, with the deposit made on or before January 15 of a given year. The City retains the right to change carriers and revise plans for life, health, and dental benefits so long as the overall net employee benefits do not decrease and comparable coverage is available.

In the event that the above described plan is not available after January 1, 2012, the city will convene the employee health insurance committee to recommend a replacement plan. Any new plan recommended by the committee is subject to ratification by the parties.

21.5 Dental Insurance.

The City will provide Dental Insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

21.6 Section 125 Plan. The City may provide a Section 125 plan in accordance with all Federal and State Laws.

22. HOURS OF WORK AND OVERTIME.

22.1 The normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The normal five-day work week shall be Monday through Friday, but this shall not preclude the employer from scheduling a five-day work week which includes Saturday and Sunday, or both days.

22.2 (a) All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. When an employee is sent home by the employer during his regular work day after having worked long hours during an irregular schedule of snow removal or during an emergency, such time not worked shall be counted as time worked for the purpose of computing overtime. Overtime shall not be pyramided. Compensatory time off may be granted, in accordance with the Fair Labor Standards Act as amended, in lieu of time and one-half pay, if requested by the employee and agreed to by the employer. An employee may accrue up to forty (40) hours of compensatory time off. Compensatory time off must be used during the calendar year in which it is earned. If scheduled, an employee may take forty (40) or fewer consecutive hours of compensatory time off. Compensation at the regular rate earned by the employee at the time the employee receives such payment shall be paid to an employee for accrued compensatory time off not used in the calendar year in which it is earned.

(b) If an employee submits a written request at least five (5) working days before December 1st of a calendar year, the employee will be paid for all unused compensatory time on the payday next following December 1st of that calendar year. Unused compensatory time accumulated after December 1st of that year will be paid to the employee on the appropriate payday after December 31st.

22.3 The sixth (6th) or seventh (7th) consecutive day of work shall be paid at the overtime rate of time and one-half.

22.4 (a) Except for clerical personnel, whose regular work day begins at 8 am and ends at 4:30 pm, the regular work day shall be as follows:

Hours: 7:00 am to 3:30 pm, with a thirty (30) minute unpaid lunch. In the event that an employee is not required by the City to work through the employee's one-half hour lunch period, the employee will be permitted to return to the Public Works facility for the one-half hour lunch period. An employee who

works through the employee's one-half hour lunch period may, by mutual consent of the City and the employee, be allowed to leave up to one-half hour early that day. The thirty (30) minute lunch period includes travel time to and from the job site if an employee wishes to return to the Public Works facility for lunch.

(b) Individual work schedules may be established upon mutual agreement between the employee and the employer.

22.5 Although regular work shifts will normally be maintained, employees may be scheduled for periodic night work for street sweeping, accumulated snow removal, and water and sewer work outside the regular hours specified in 22.4, without giving rise to any overtime obligation. Work scheduled under this provision for street sweeping and/or street painting/line striping shall be for a minimum five (5) consecutive work days in duration.

22.6 An employee who is called back to work after having left the employee's regular place of work shall receive not less than three (3) hours pay, except that their minimum guarantee shall not apply when an employee is called in early and works through to the start of the employee's regular shift.

22.7 The City's need for and right to require overtime work are recognized. Overtime work shall be divided as equitably as practical within the division. When practicable, overtime will be requested on a voluntary basis. However, when sufficient qualified employees do not volunteer to perform the necessary work, the City has the right to require such overtime. It is understood and agreed that an employee may refuse an overtime assignment on occasion for good and sufficient reason satisfactory to the City. If an employee fails to report when the employee has agreed to work overtime, or refuses to report for overtime work when requested without satisfactory reason, the employee shall be subject to disciplinary actions as deemed necessary by the City, including, but not limited to, denial of assignment for the next overtime requirement.

22.8 (a) Whenever practicable, and subject to the operating needs of the department, an employee who reports to the employee's supervisor for work when requested by the City two (2) or more hours before the employee's shift starting time shall be granted up to one (1) hour for breakfast before 9:00 am with pay. In the event that an employee who reports to the employee's supervisor for work when requested by the City two (2) or more hours before the employee's shift's starting time is not granted any time before 9:00 am for

breakfast, then whenever practicable, and subject to the operating needs of the department, the employee will be allowed to leave work up to one (1) hour before the end of the employee's shift that day without loss of pay. Whenever practicable, and subject to the operating needs of the department, an employee who, at the request of the City, works four (4) or more hours beyond the employee's normal shift quitting time shall be granted up to one (1) hour meal break with pay.

(b) Whenever practicable, and subject to the operating needs of the department, on weekends, employees who, at the request of the City, work four (4) or more hours shall be granted up to one (1) hour meal break with pay, provided that a minimum of two (2) additional hours are worked by such employees after the meal break.

22.9 Employees designated on-call by the employer shall receive on-call pay of \$175.00 per week. On-call employees shall have the use of a "beeper" to be furnished by the City. On-call employees shall be provided a cellular phone for emergency use. The City vehicle may be used in the local area in the event of a medical emergency. Employees shall not be put on-call for less than one week. All other employees are not designated on-call but may opt for "available" status.

22.10 In the event an employee reports to the employee's place of work at the employee's regular scheduled time and is sent home for lack of work, the employee shall be paid for two (2) hours at the rate to which the employee would be entitled for the employee's shift.

23. MISCELLANEOUS.

23.1 There shall be a fifteen (15) minute coffee break each day, between the hours of 9:00 am and 10:00 am.

23.2 All employee evaluations must be marked in ink. Evaluation numbers shall use whole numbers and tenths of numbers.

23.3 (a) Duties such as salting, sanding sidewalks, sweeping sidewalks, and operating sidewalk plow, etc., shall be assigned when practical to those employees in the lower classifications.

(b) Truck Drivers (Level 10) assigned to operate light equipment, as defined by the Director of Public Works identified as follows:

- Sidewalk Plows;
- Skid Steer Loader;
- Backhoes;
- Sweeper;
- Bucket Loader;

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%) computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said light equipment.

Employees classified as Equipment Operator I (Level 12) who are assigned to operate heavy equipment, as defined by the Director of Public Works on the Equipment Inventory and Replacement Schedule;

identified as follows:

- Grader;
- Vactor
- Bucket Loader with Snowblower Attachment
- Excavator

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%),

computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said heavy equipment.

23.4. The differential pay provisions of section 23.3 will not apply once an employee has been formally designated as being "in training" on a piece of equipment for the purpose of pursuing promotion under Article 12.

23.5 An employee whose driver's license, including a so-called commercial driver's license, is suspended for up to and including ninety (90) days shall be given the opportunity to continue to work at the Laborer Classification in the employee's current step. If in the opinion of management, a driver's license is not necessary for the performance of the job, the employee may continue to work at the employee's current classification.

23.6. (a). Each employee shall be reimbursed for the purchase cost of work shoes or other work related clothing, approved by the City, up to the sum of \$225.00 per fiscal year.

(b) The City shall furnish five (5) clean uniform sets per week to each of the two (2) shop employees. A uniform set shall consist of one shirt and one pair of pants. The City will also furnish each of the two (2) shop employees one clean pair of coveralls and one clean jacket each week.

(c) The City shall furnish uniform sets to all other employees. A uniform set shall consist of five T-Shirts, five long sleeve shirts and two sweatshirts. All employees, except the Stock Records Clerk, will be required to wear uniforms.

23.7 Subject to the operating needs of the Department, an employee shall be granted an administrative day off without loss of pay on the day after Thanksgiving Day. The pay that an employee receives for such day off will be for eight (8) hours computed on the regular base pay rate of the employee. Said day off is neither a paid holiday under Article 14, nor a personal day under Article 17. An employee who is required to work that day shall receive no pay or any other benefit under Article 16 or pay under this Section. An employee who works that day shall only receive the employee's regular hourly pay and overtime, if any, as if this were a regularly scheduled work day. An employee required to work on the day after Thanksgiving Day shall also receive one hour of time off for each hour worked between 7:00 am and 3:30 pm, to a maximum of eight hours of time off. This time off must be taken before the end of the

calendar year in which it is awarded. The time off received under this Section will not be subject to the provisions of Section 22.2, including the cap of forty (40) hours, as it is not compensatory time off in lieu of overtime pay.

23.8 The City has the right to fill, on a temporary basis, the position of Supervisor during scheduled or unscheduled absence by the use of a bargaining unit employee. Whenever practicable, subject to the operating needs of the Department, an employee will be requested to temporarily fill the position of a Supervisor, absent due to a scheduled absence, on a voluntary basis. However, when, in the opinion of management, a qualified employee does not volunteer to perform the required work, the City has a right to require an employee to temporarily fill the position of an absent Supervisor. In the event that an employee serves as an acting supervisor for 8 consecutive scheduled work hours, the employee will receive a 5% pay rate premium applied to his/her base pay rate for those hours actually worked as the acting supervisor (exclusive of any leave time).

23.9 The City shall reimburse employees for the cost incurred in obtaining their CDLs, and for renewals, endorsements and certifications.

24. FUNCTIONS - WAGE RATES.

24.1. Wage rates for all classifications shall be as displayed in Attachment A. Pay rates will be adjusted as follows:

Effective July 1, 2011 - 0%**

Effective July 1, 2012 - by an amount equal to not less than 1.5% and not more than 3.0% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2011 to March 31, 2012

Effective July 1, 2013 - by an amount equal to not less than 2.0% and not more than 3.5% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2012 to March 31, 2013

[** Should any other collective bargaining unit it the City receive a COLA adjustment effective July 1, 2011, the same COLA adjustment shall be applied to Attachment A , and shall be retroactive to July 1, 2011]

24.2 Salary and Wage Adjustment.

Step 1: The initial appointment for entrance or probationary level for new employees shall be at Step 1 in any classified position, unless an applicant has unusual abilities, training and experience. In such a case, an employee may be placed no higher than Step 3. An employee shall move up a step upon completion of promotion, and shall be eligible for the next step movement on the first anniversary of his/her date of hire following twelve (12) months at that step. Thereafter, step movement shall take place annually on the employee's anniversary date of hire consistent with practice.

Steps 2 through 9: Employees at Steps 2 through 9 in any classified position shall remain at their step for one (1) year prior to advancement to the next step. Employees will be eligible to move to the next step, subject to a satisfactory evaluation, on their anniversary date.

Employees may be advanced additional steps up to Step 10 based on exceptional performance, attitude, initiative, knowledge, skill and experience. Such advancement may only be granted upon the recommendation of the Director of Public Works and approval of the City Manager

Step 10: Employees who are on Step 10 for one year shall, on each anniversary of their date of hire, receive a lump sum payment in the amount of one percent (1%) of their base pay.

24.3 Annual Merit Award. (a) All full time employees shall take the Functional Capacity Physical Fitness test for their specific job. All employees who successfully pass this test shall be paid \$150.00

b) Each full time employee in any classified position who shall have served at least one year, shall be eligible for an annual merit award in accordance with the following scale based upon the points awarded to the employee when the employee is evaluated for the annual merit award:

- 70 points B \$ 300.00;
- 75 points B \$ 400.00;
- 80 points B \$ 550.00;
- 85 points B \$ 650.00;

(c) Upon completion of each year of full-time, continuous and active employment, commencing with the year preceding the initial evaluation as set forth in Paragraph (b). The annual merit award shall not be cumulative.

(d) The annual merit award shall be granted on the basis of merit, determined through the process of evaluation of job performance, attitude, initiative, knowledge, skill and experience. Employees shall be evaluated each year within sixty (60) days after the annual anniversary of the date such employee first became eligible.

(e) The granting or revocation of the annual merit award or the failure to grant the award shall be at the sole discretion of the City each year.

24.4 Employees shall be paid on a bi-weekly basis (every two weeks). The word "bi-weekly" as used in Sections: 8.1, 16.7, and 18.2 shall mean every two weeks.

25. GENDER.

25.1 Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

26. ANNUAL MEDICAL EXAMINATION.

26.1 (a) The City may require each employee each fiscal year to submit to a reasonable medical examination as determined by the City at such time as determined by the City.

The general purpose of the annual medical examination is for public safety and other health requirements as they relate to the employee's ability to perform the employee's duties.

(b) The employee may select a health care provider of the employee's choice, provided that the health care provider is a Medical Doctor duly licensed to practice medicine in the State of Vermont, and further provided that the employee's selection is approved by the City, which approval will not be unreasonably withheld. The health care provider shall complete the annual medical examination determined by the City within a reasonable time.

(c) The medical examination shall be paid by the employee's health insurance provided under this Agreement to the extent of coverage. In the event that as a result of the annual medical examination, the employee exceeds the employee's allowance for usual and customary office visits under the employee's health insurance provided in this Agreement, the City will reimburse the employee for any payment by the employee not covered by insurance for usual and customary office visits, except that the total of such reimbursement shall not exceed the cost of the annual medical examination.

(d) The annual medical examination shall be scheduled by the City and the employee shall be paid the employee's straight time rate for time spent taking the annual medical examination, except as otherwise required by applicable law.

(e) The health care provider performing the annual medical examination shall certify to the City, or its designee, that the employee is able to perform the employee's duties. Such certification shall be on a form to be agreed upon between the City and the Union.

(f) Nothing contained in this article, including whether or not the employee has taken the annual medical examination or has been certified as able to perform the duties of the employee's position, shall in any way limit the right of the City to discharge an employee physically or mentally unable to perform the duties of the employee's position and the right of the City to require an employee to submit to a medical examination by a health care provider selected by the City.

27. JOINT LABOR MANAGEMENT COMMITTEE.

27.1 Meetings between representatives of the City, not to exceed three (3) in number, with representatives of the Union, not to exceed three (3) in number, shall be held semi-annually in order to discuss, but not collectively bargain, matters either party wishes to discuss relative to the workplace. Meetings may be held more frequently upon written agreement of the parties.

28. DISCIPLINE AND DISCHARGE.

28.1 (a) An employee who has successfully completed his/her probationary period shall not be disciplined or discharged except for just cause.

(b) The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

1. Impose discipline within a reasonable time after the City has actual knowledge of the offense;
2. Apply discipline with a view toward uniformity and consistency of punishment; and
3. Ordinarily employ a system of progressive discipline, in increasing order of severity:
 - First Offense B Verbal reprimand.
 - Second Offense B Written reprimand.
 - Third Offense B Suspension without pay.
 - Fourth Offense B Dismissal.

(c) Nothing in this section shall prohibit the City from bypassing discipline in differing degrees so long as it is imposing discipline for just cause. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the just cause standard. The City may repeat steps in progressive discipline, and does not have to automatically advance to the next step.

(d) Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.

(e) A written reprimand in the employee's file will be removed from the file after two (2) years, if there has been no recurrence of the type or kind of conduct giving rise to the reprimand.

29. TERM OF AGREEMENT.

29.1 **Consent of Parties.** Notwithstanding any contrary provision, this Agreement represents the full and complete agreement between the parties, and it is understood that any subject matter whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement except as the parties hereto mutually agree.

29.2 **Term of Agreement.** This Agreement shall be effective July 1, 2011 and shall remain in full force and effect until June 30, 2014. This Agreement shall automatically renew from year to year thereafter unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1st of the year prior to the anniversary date, that it desires to modify or terminate this Agreement. Negotiations for a successor Agreement shall commence as soon as possible after a timely notice.

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 98**

DATED:

Member of Negotiating Committee

CITY OF MONTPELIER

Member of Negotiating Committee

BY:
City Manager

APPENDICES:

A – Wage Scale
B – Skills/Proficiency Chart



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

Agency of Transportation

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

May 19, 2011

Charlotte Hoyt, Clerk
City of Montpelier
39 Main Street
Montpelier, Vermont 05602



RE: MONTPELIER STP 2905(1) - Contract No. FM0055

Dear Ms. Hoyt:

Enclosed, please find the Finance and Maintenance Agreement for the above referenced project.

We respectfully request that you have the **Agreement** and the accompanying **Recording Summary Form** signed by the proper authorities and witnessed where required.

Please do not date page one of the Agreement, nor page one of the Summary Form. This will be accomplished by our office after the documents have been signed by the Secretary of Transportation.

Your cooperation in expediting the signing and return of the original will be greatly appreciated. Also, please include an invoice, complete with your signature for the fees associated with recording the Summary Form. In accordance with Title 32, Chapter 17, Section 1671, V. S. A., the maximum recording fee is \$10.00 per page. This will be forwarded to the proper authorities for processing. We appreciate very much your cooperation in this matter.

Once the Agreement is fully executed the Summary Form shall be returned to you for recording.

Should you have any questions or concerns, please contact me at 802-828-2641.

Sincerely,


Jon Winter
Special Agreements Administrator
Enclosure



**FINANCE AND MAINTENANCE AGREEMENT
BETWEEN
STATE OF VERMONT
AGENCY OF TRANSPORTATION
AND
CITY OF MONTPELIER
FOR
MONTPELIER STP 2905(1) CONTRACT NO. FM0055
EA/2905001**

THIS AGREEMENT, made this ____ day of _____, 20____, between the State of Vermont, acting through its Agency of Transportation, with its principal office at 1 National Life Drive, Montpelier, Vermont 05633-5001 (the "STATE") and the City of Montpelier, with its principal office at 39 Main Street, Montpelier, Vermont 05602-2950 (the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the MUNICIPALITY, under provisions of 19 V.S.A. Section 306 has requested funds for this project (the "Project") known as **MONTPELIER STP 2905(1)**, which will provide certain improvements to a highway of the MUNICIPALITY, described as follows:

Project Location: Located in the County of Washington, City of Montpelier, on US 2 (Lower State Street) in Montpelier, beginning at the Middlesex-Montpelier Town Line and extending easterly 1.670 miles to Bailey Street. The project also includes 0.483 miles of BRUS2 (State Street) from Bailey to Main Street.

Project Description: Work to be performed under this project includes cold planing and resurfacing of the existing highway with a leveling course and wearing course, new pavement markings, guardrail, signs and other incidentals;

and

WHEREAS, the MUNICIPALITY desires the improvement of this highway as described above; and

WHEREAS, the MUNICIPALITY further desires that the STATE act, insofar as necessary, for the MUNICIPALITY in the preparation of plans and the construction of the Project;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Allocation of State Funds to Project. That all costs of the Project except those which are non-participating shall be paid with one hundred percent (100%) STATE and federal funds (STATE: 18.92%; Federal: 81.08%).

2. Technical Assistance From State. The STATE will provide MUNICIPALITY with the necessary engineering assistance to design and construct the Project, keep all accounting records, and make all payments to contractors hired by the STATE for the Project.

3. State/Municipal Cooperation. The Project will be constructed by contract under the supervision of the STATE or its duly authorized representative. The STATE and MUNICIPALITY will cooperate to advance the Project. The STATE will submit design plans and cost estimates to the MUNICIPALITY as the Project reaches the stages of Preliminary Plans and Final Plans. The Project will not advance to the next step until the MUNICIPALITY has given its written approval to the current step plans.

4. Use of Municipal Facilities. During the period of construction of the Project, the MUNICIPALITY will grant the STATE or the STATE's authorized representative the following:

- (a) Temporary entry onto the right-of-way of municipal highways in the Project area; and
- (b) Use of municipal highways for trucking and hauling, as may be required; and
- (c) Authority to sign the Project construction site as necessary to provide information and warning to the public.

5. Participation in Payments of Damages to Abutters. The MUNICIPALITY will pay for its proportionate share of any incidental damages that may occur to abutting or adjacent property owners or occupants due to the improvement, widening or relocation of right-of-way.

6. Maintenance of Traffic Control Devices and Street Lights. All signs (including parking regulatory signs), street lights, traffic signals and pavement markings shown on the Project plans will be installed by the contractor and thereafter maintained in place by the MUNICIPALITY at no cost to the STATE, including cost to provide electrical power, all in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*. Once constructed, no changes shall be made to the parking and/or traffic control features without the prior written approval of the STATE and the Federal Highway Administration.

7. Control of Right-of-Way. The MUNICIPALITY will not permit, now or hereafter, any installation of utilities or other work within the rights-of-way now controlled or acquired in connection with the Project until the MUNICIPALITY's legislative body has approved detailed plans showing the proposed work and issued a permit, all in accordance with 19 V.S.A. Section 1111. Before issuing a permit, the MUNICIPALITY will review any proposed utility installation for conformance with the current Utility Accommodation Policy of the Vermont Agency of Transportation.

8. Acquisition of Additional Right-of-Way. The MUNICIPALITY will assist the STATE in the acquisition of any additional right-of-way required for the satisfactory completion of the Project.

9. Relocation of Privately-Owned Utilities. The STATE will perform liaison and negotiation with utility companies, as necessary to relocate all privately-owned utilities that are in conflict with the Project. The MUNICIPALITY will cooperate with the STATE and utility companies in the timely relocation of privately-owned utility facilities that are in conflict with the Project.

10. Relocation of Municipal Utilities. The MUNICIPALITY will cooperate with the STATE and take such steps as may be necessary to accomplish the timely relocation of all utility facilities owned by the MUNICIPALITY that are in conflict with the Project. Any approved cost sharing shall occur as provided in a separate Utility Agreement to be entered into between the MUNICIPALITY and STATE.

The cost of utility relocation work accomplished by the contractor for the MUNICIPALITY and designated as "non-participating" shall be the sole responsibility of the MUNICIPALITY. The STATE may bill the MUNICIPALITY on a monthly basis, as work is completed, and the MUNICIPALITY shall reimburse the STATE in full within thirty (30) days of receipt of each such bill.

11. Municipal Responsibility for Certain Requests for Change Orders, Design Changes, or Supplemental Agreements. The MUNICIPALITY will pay its share (100%) for additional costs resulting from MUNICIPAL requests for change orders, design changes, or supplemental agreement where such requests are made after contract award. Examples of such changes include but are not limited to upgrading crosswalks to inlaid colored pavement, night work limitations, etc.

12. Traffic Control; Detours. During construction of the Project, the MUNICIPALITY will render such assistance as the STATE may request in the maintenance of traffic. If the Project route is closed to through traffic, the STATE or its contractor, with the cooperation of the MUNICIPALITY, will be responsible for selecting, signing, and maintaining a detour route at no cost to the MUNICIPALITY, which shall be accomplished in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*.

13. Maintenance of Roadways During Winter Suspension of Project Work. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will maintain roadways in the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, until construction operations resume in the spring.

14. Project Plans; Conformance to Applicable State and Federal Laws, Regulations and Construction Standards. The Project will be constructed as the STATE, in cooperation with the Federal Highway Administration (FHWA), may determine, all as detailed in the Project plans. Construction of the Project will conform to applicable FHWA rules and regulations and to the applicable edition of the Vermont Agency of Transportation's *Standard Specifications for Construction*, as well as special provisions that may be included in the Project's proposal form and contract agreement.

15. Permits; Compliance with Permit Conditions. The MUNICIPALITY will be the applicant for any permits required for the Project and will adhere to all permit conditions. The permits shall be procured by the STATE in the name of the MUNICIPALITY.

16. Defense of Project-Related Litigation. The MUNICIPALITY, in consultation with the STATE, will diligently defend all suits, actions or claims for damages sustained by abutting or adjacent property owners or occupants due to the Project. Any payments for settlements approved by the STATE or judgments entered by courts of competent jurisdiction will be considered by the STATE for participation as part of the overall costs of the Project.

17. Municipal Share; Invoices; Payment. The MUNICIPALITY will reimburse the STATE for one hundred percent (100%) of all non-participating Project costs. The MUNICIPALITY acknowledges that underruns or overruns in item quantities during construction, as well as change orders during construction, may increase or decrease quantities, thereby causing the total cost of construction to differ from the amount of the accepted bid.

The MUNICIPALITY will pay its proportionate share to the STATE, on the basis of monthly progress billings received from the STATE.

18. Cancellation or Default by State. If, due to the failure of the STATE, the Project is not constructed, then all costs incurred shall be borne in full by the STATE.

19. Cancellation or Default by Municipality. If at any time prior to award of a construction contract, the MUNICIPALITY no longer desires the Project, then the Project may be canceled subject to the following conditions:

(a) If the MUNICIPALITY does not approve the Preliminary Plans, the Project will be canceled, and the STATE shall reimburse the MUNICIPALITY for one hundred percent (100%) of all costs incurred by the MUNICIPALITY; and

(b) If Preliminary Plans have been approved by the MUNICIPALITY and subsequent cost estimates (Final Plans or Low Bid) exceed the Preliminary Plans estimate by fifty percent (50%) or more, the MUNICIPALITY may request cancellation of the Project and shall be liable for its proportionate share of the total costs incurred to date, as specified in Section 17, above; and

(c) If Preliminary Plans have been approved by the MUNICIPALITY and cost estimates have not increased more than that specified in Section 19(b), above, the MUNICIPALITY may request cancellation of the Project, subject to payment by the MUNICIPALITY to the STATE for one hundred percent (100%) of all costs incurred to the date of the request.

20. Cancellation of Project Because of Circumstances Beyond Either Party's Control. If, due to circumstances beyond the control of the STATE or the MUNICIPALITY, the Project is not constructed, then all costs incurred shall be shared as specified in Section 17, above.

21. Hazardous Material Contamination. The cost of handling, treatment and disposal of petroleum-contaminated soils or other hazardous material contamination in existence prior to construction of the Project shall be non-participating. Accordingly, any costs associated therewith shall be the sole responsibility of the MUNICIPALITY.

22. Maintenance of Project Improvements. The MUNICIPALITY agrees that if the Project is approved, constructed, and accepted by the STATE, then the MUNICIPALITY will maintain the Project in a manner satisfactory to the Agency of Transportation or its authorized representatives and make ample provisions each year for such maintenance. In this regard, the MUNICIPALITY acknowledges that its attention has been directed to the provisions of 19 V.S.A. Sections 304 (duties of selectboards) and 310 (highways, bridges and trails).

23. Indemnification. Upon its acceptance of a constructed project, the MUNICIPALITY shall thereafter defend, indemnify and hold harmless the STATE, its officers, agents, and employees from all manner of suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property that arise out of, relate to, or are in any way related to the work performed in the design and/or construction of the Project.

24. Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants to subrecipients). By signing this Grant Agreement, current Subrecipient certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.

25. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by both parties.

26. Section Headings. The section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

27. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

28. Definitions. For the purposes of this Agreement:

(a) "Participating Project Cost" means items deemed eligible for participation of federal-aid funds under applicable laws and the regulations of the Federal Highway Administration ("FHWA").

(b) "Non-participating Project Cost" means items deemed not eligible for participation of federal-aid funds under applicable laws and FHWA regulations.

IN WITNESS WHEREOF, the **CITY OF MONTPELIER** has caused this instrument to be signed by _____, its _____ and duly authorized agent, this _____ day of _____, 20____.

CITY OF MONTPELIER
("MUNICIPALITY")

By: _____

Its _____
and Duly Authorized Agent

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed this _____ day of _____, 20____, by its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

By: _____
Brian R. Searles/Susan M. Minter
[Deputy] Secretary of Transportation
and Duly Authorized Agent

APPROVED AS TO FORM:

DATED: 5/13/2011



ASSISTANT ATTORNEY GENERAL

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF MONTPELIER
AND
STATE OF VERMONT**

PROJECT NAME/NO.	MONTPELIER STP 2905(1)
CONTRACT NO.	FM0055
GRANTOR	Vermont Agency of Transportation One National Life Drive Montpelier, Vermont 05633
GRANTEE	City of Montpelier
PROJECT LOCATION (TOWN/CITY)	Located in the County of Washington, City of Montpelier, on US 2 (Class I) in Montpelier (Lower State Street) beginning at the Middlesex-Montpelier Town Line and extending easterly 1.670 miles to Bailey Street. The project also includes 0.483 miles of BRUS2 (State Street) from Bailey to Main Street.
PROJECT DESCRIPTION	Work to be performed under this project includes cold planing and resurfacing of the existing highway with a leveling course and wearing course, new pavement markings, guardrail, signs and other incidentals.
DATE OF EXECUTION	_____, 20____
MAXIMUM LIMITING AMOUNT	n/a
RESPONSIBILITY FOR MAINTENANCE OF PROJECT IMPROVEMENTS	Maintenance of Traffic Control Devices and Street Lights. All signs (including parking regulatory signs), street lights, traffic signals and pavement markings shown on the Project plans will be installed by the contractor and thereafter maintained in place by the MUNICIPALITY at no cost to the STATE, including cost to provide electrical power, all in conformance with 23 V.S.A. Section 1025 and the latest edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). Once constructed, no changes shall be made to the parking and/or traffic control features without the prior written approval of the STATE and the Federal Highway Administration. Maintenance of Project Improvements. If construction of the Project is temporarily suspended for the winter season, the MUNICIPALITY will maintain roadways in the Project area, all in conformance with the provisions of the applicable edition of the Vermont Agency of Transportation's <i>Standard Specifications for Construction</i>, until construction operations resume in the spring.
RESTRICTIONS ON ASSIGNMENT	Grantee may not assign the Agreement or any part of the Agreement without the prior written consent of the Grantor.
LOCATION OF ORIGINAL GRANT AGREEMENT	An original Agreement is kept at the Grantor's office and may be inspected during the Grantor's regular business hours.

IN WITNESS WHEREOF, the CITY OF MONTPELIER has caused this instrument to be signed by _____, its _____ and duly authorized agent, this _____ day of _____, 20____.

**CITY OF MONTPELIER
("MUNICIPALITY")**

By: _____

Its _____
and Duly Authorized Agent

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed this _____ day of _____, 20____, by its Secretary of Transportation and duly authorized agent.

**STATE OF VERMONT
AGENCY OF TRANSPORTATION**

By: _____

Brian R. Searles/Susan M. Minter
[Deputy] Secretary of Transportation
and Duly Authorized Agent

APPROVED AS TO FORM:

DATED: 5/13/2011



ASSISTANT ATTORNEY GENERAL

MEMO:

Date: June 17, 2011

FROM: Beverlee Pembroke Hill

TO: City Council

Re: Back up materials relative to 58 Barre Street Project and Senior Center
Recommendations

Enclosed are the materials I believe you have requested in order to make the agenda decisions on the above subject matter Wednesday evening, June 22, 2011.

I have enclosed a copy of the Senior Services Coordinating Committee Report that you "Received" after Eileen Peltier's presentation at your April 27th Council Meeting.

Also enclosed is a copy of presentation that "Meals on Wheels" made to former City Councilor Jim Sheridan's committee during the process leading up to the Senior Services coordinating Committee report which also includes their current operating budget, upon which the "2013" FY budget would be based if you support the recommendation.

Sandy Gallup has also done a spreadsheet in connection with those recommended changes in accordance with the Council's request about the financial impact of the recommended changes. In addition to the "Meals on Wheels" piece this spreadsheet also reflects the change from Program Director to Director reporting to the Assistant City Manager as referred to in the MATRIX report draft. The "Director" will oversee all employees and contracted individuals, run the membership, do the programming, and such other duties ordinarily covered by a director.

I have also enclosed the e-mail from the Finance Department indicating to Garth the funds available from the different loan funds, upon which he has based the below updated source fund information to meet the project costs.

By the way, shortly after Garth requested and received this information, he left for the hospital, where he was admitted and had emergency surgery today. He has corresponded during his stay in the hospital with Consultant Jeff Kantor who has worked with me to get the needed information to you. Jeff, along with Steve Twombly who is a member of the 58 Barre Street "team" now will be here Wednesday night to answer questions. I can't thank Garth enough who continues to work on this project from his hospital bed and says he hopes to be here Wednesday night!

SOURCES	BUDGET	Revised Sources
Construct Loan		
Insurance	851,640.00	851,640.00
MSAC Endowment	200,000.00	200,000.00
VCDP	300,000.00	300,000.00
City RLF & ADA Fund	73,700.00	174,850.00
Capital Campaign	200,000.00	200,000.00
City ARRA Grant	20,000.00	20,000.00
Efficiency VT		5,758.00
In Kind VCDP Admin		8,500.00
TOTAL SOURCES	1,645,340.00	1,760,748.00
DIFFERENCE	0.00	0.00

Recommendations from the Montpelier Senior Center Services Coordinating Committee:

The Meals on Wheels Program will be a service that is part of the Senior Center's program effective July 1, 2012.

The Program Director will manage the Senior Center, oversee the Meals on Wheels program and report to the Assistant City Manager.

A full-time administrative assistant will replace a 30 Hour/week secretaries(2) position.

A half-time Meals on Wheel Coordinator position will be added.

The 10% allocation of the Assistant City Manager to the Senior Center will be removed. The Program Director will take on daily management responsibilities.

Cost of Recommendations from Montpelier Senior Center Services Coordinating Committee:

Although the Meals on Wheel will not join the Senior Center until FY13, For Comparison Purposes this worksheet uses FY12 Budget Amounts:

Staffing:

	Proposed Plan	Salary	Benefits	Total
1 FTE	Program Director	\$ 39,847	\$ 15,878	\$ 55,725
1 FTE	Administration Asst.	\$ 30,000	\$ 14,401	\$ 44,401
		\$ -	\$ -	\$ -
.5 FTE	Meals on Wheel Coordinator	\$ 15,000	\$ 6,150	\$ 21,150
2.5 FTE		\$ 84,847	\$ 36,429	\$ 121,276

	FY12 Budget	Salary	Benefits	Total
1 FTE	Program Director	\$ 39,847		
.75 FTE	2 Part-time Secretaries	\$ 21,444		
.1 FTE	Assistant City Manager	\$ 6,961		
1.85 FTE		\$ 68,252	\$ 20,208	\$ 88,460

Changes in Budget due to recommendations:

\$ Inkind

Revenue:

Meal Contributions	\$ 3,700
SC Contributions	\$ 4,000
Fundraising Events	\$ 2,800
Other Town Contrib	\$ 2,000
Misc incorm/grants	\$ 2,000
CVCOA MOA Reimb	\$ 23,640
MOA volunteers	\$ 78,000
TOTAL Revenue Changes	\$ 38,140

Expenditures:

Staff Changes	\$ 32,816
Postage	\$ 100
Program Supplies	\$ 100
Advertising	\$ 200
Staff Training	\$ 200
Insurance	\$ 500
Equip/Maint	\$ 350
Travel/Transp	\$ 600
Food	\$ 26,674
MOA volunteers	78000
Total Exp Changes	\$ 61,540

Added Costs to Senior Ctr \$ 23,400

Note: The cost of hiring a cook or cooking services is not included in either the FY12 Budget or the proposed changes.

Food For Thought

Montpelier Home Delivery Program (MHDP) served 7,745 meals in FY 10. Those meals included seniors and adults with disabilities. Of those total meals, 42 clients lived in Montpelier and 16 lived in Berlin.

MHDP has several routes which volunteers deliver hot and frozen meals 5 days per week. The "National Life" route is the name of the route that delivers around that area but is not a separate program. Funding for those clients comes under the MHDP as does the other routes. National Life Group does not fund these meals. We are fortunate to have 1 volunteer employed at National Life who puts a monthly schedule together for the "National Life" route.

MHDP is not the only senior meals program in Montpelier. The Montpelier Senior Meals program does congregate meals and home delivery Monday-Friday, Serving: Residents of Pioneer Apartments, Lane Shops Apartments, Prospect Place Apartments and nearby neighborhoods (information taken from United Way - Community Meal Sites brochure updated 1/2010 and confirmed by Ellin via email recently)

Meals for MHDP are purchased from NECI on per meal basis set from an annual contract. NECI employs one part-time person to put those meals together and Executive Chef Tom Bivins oversees the program. Food for our program consists of foods that were made for the cafeteria at National Life and repurposed for our program. While these meals are nutritious they are not geared for a senior meals program. Part of the cost per meal includes containers for meals and other equipment which NECI provides.

It cost \$5.25 for the MHDP to produce 1 senior meal this past fiscal year. This total cost per meal includes all expenses within program. It cost approx. \$1300.00 for 1 senior to receive meals 5 days per week, for one year.

Of the 58 clients served this past year, 13 cancelled because they were dissatisfied with meals or 22%. 17 clients moved, died, were placed in nursing care or no longer needed meals or 29%. Of the 13 clients that cancelled meals because they were dissatisfied, the most common complaints when interviewed was that the food was too hard to chew, too spicy, too dry or not the type of foods that they are accustomed to eating. *If foods were designed with seniors in mind, I believe that we would retain more seniors, which would result in more meals each year.

2

Wish List – If resources were not a factor and we could design a “new” meals program for seniors in Montpelier these are some of areas that we would wish for.

- Kitchen space designed to accommodate the production of meals in conjunction with the efforts at the National Life kitchen. Ideally, we could still take advantage of the rescue techniques but also purchase other foods to go with them for a better balanced meal.
- Expand partnership with NECI to involve students in the program through their core class requirements as well as service learning classes. This would give students hands on experience for future work in similar type jobs.
- Meals would be designed for what seniors want today and as those needs change. Ideally two menus, one for the traditional seniors and one for the adventurous types. I believe that this will be something that all programs will need to consider as the baby boomers age and who are accustomed to a different type of meal than what is generally served. This is where I believe we can excel with the help of the NECI students.
- Outreach and education to the general public regarding the benefits of senior meals program through written materials and other multimedia. Currently we are doing none.
- Increase budget for mileage reimbursement to attract folks who cannot afford to use their own gas & vehicles. Perhaps a paid driver in the future or a delivery vehicle that could also be used to transport seniors.
- Make meals available for anyone to purchase at retail price to sustain program. *A few years back the folks at the Lamoille County Meals Program supplied menus to businesses in downtown Morrisville and sold meals which volunteers delivered. This was very successful but became too much for their limited staff to sustain.
- Make frozen meals available for “friends” of seniors to pickup and deliver. This would free space on our delivery routes for the oldest and most in need clients who cannot heat meals for themselves.

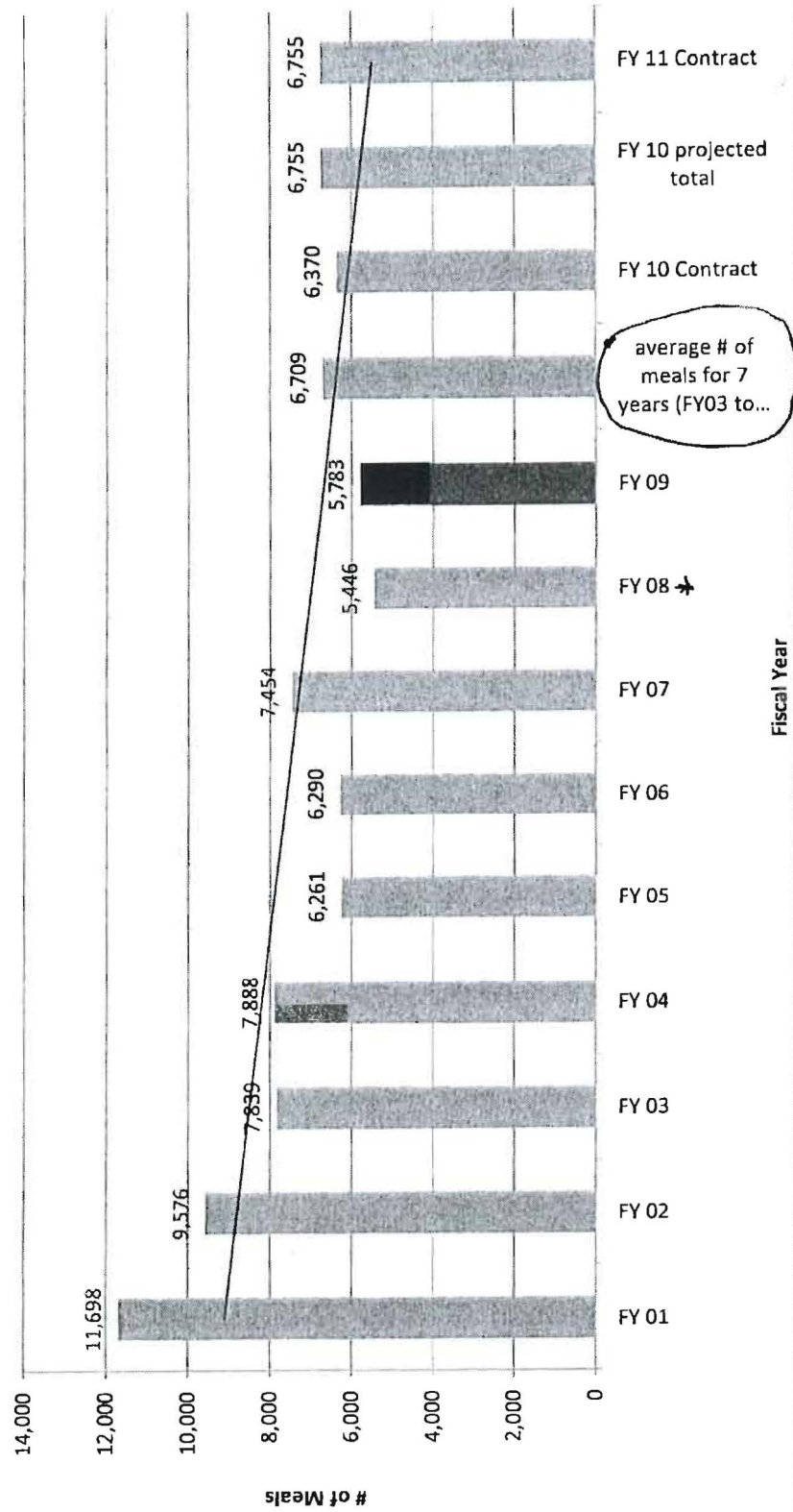
3

- Administrative help for volunteer recruitment and or other office type duties.
- Congregate meal site for seniors to eat breakfast, lunch or dinner. *We are blessed in this community to have the Church meal sites serving lunch each weekday but even their ability to feed everyone in need is being stretched. Of the 3 sites I speak with regularly, all report weekly numbers close to if not well over 100 meals being served. These numbers have been increasing steadily over the last few years. A congregate meal for seniors with transportation would help to stretch the efforts further and to reach those seniors who are not able to leave their homes without assistance.

Dream Kitchen Design – The following are *some* of the kitchen equipment requirements that we would need to implement for a successful meals program to support the number of seniors currently receiving meals as well as for the growing needs of home delivered meals as well as a congregate site. Also taken into consideration of the kitchen requirements is the possibility to use space for a teaching space. Steve Stoufer consulted on these recommendations and was responsible for the MOW program at National Life for from 1998-spring 2010.

- 1 blast freezer
- 1 walk in freezer 10x10
- 2 8 foot stainless steel tables
- 1 bakers bench
- 3 bay sink
- 1 butcher block
- 1 double door upright refrigerator
- 1 griddle
- 6 burner range w/ low boy
- 1 steamer
- 1 tilting 10-15 gallon steam kettle
- 1 sous vide machine
- 1 double door 5 rack convection stove
- 1 computer & printer w/ wifi
- 1 wall mounded video screen, w/ audiovisual equipment

MHD

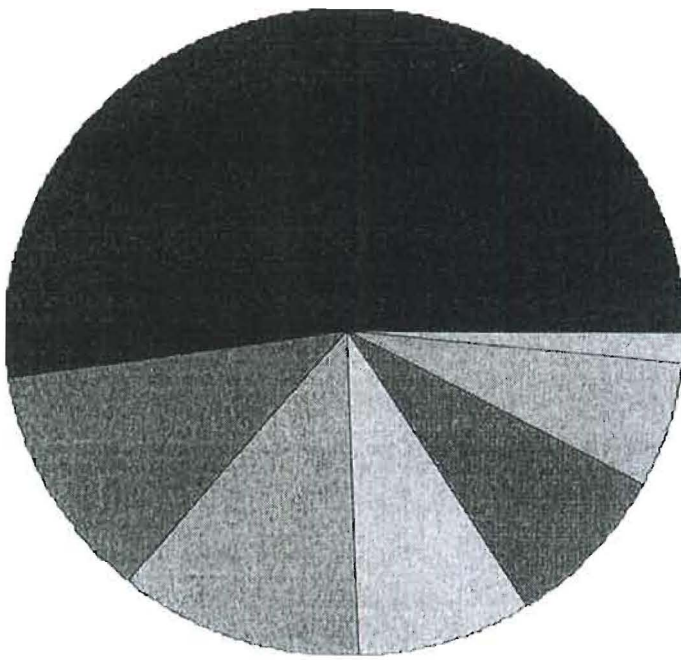


	Year Budget FY 2011
Revenues	
1. CVCOA contract	\$23,641.00
2. Town funds & Community Donations	\$6,000.00
3. Participant Donations: Congregate	
4. Participant Donations: MOW	\$3,700.00
5 VCIL	\$6,000.00
6 Fundraising	\$2,800.00
8. Other: Grants	\$2,000.00
Sub-total revenue	
9. Non-cash/inkind vols \$18.42/ hr	
Total revenue	\$44,141.00
Expenses	
1. Personnel-wages	\$9,600.00
2. Fringe (include payroll taxes)	
3. Mileage - volunteers for HDM	\$600.00
4. Mileage - staff	
5. Consumables/supplies: office	\$100.00
6. Consumables/supplies: meals	
7. Rent	
8. Utilities	
9. Telephone	\$850.00
10. Postage	\$100.00
11. Equipment	\$350.00
12. Insurance	\$2,100.00
13. Audit/legal	
14. Raw food or catering @ 3.44	\$26,673.76
15. Advertising	\$200.00
16. Training (staff & volunteers) Education	\$300.00
17. Fund raising expenses	\$600.00
18. Transportation - contracts	
19. Contracts (non-food) web hosting	\$180.00
20. Other (describe on back)	\$150.00
Subtotal expenses	\$41,773.76
22. Non-cash/inkind vols \$18.42/ hr	
Total expenses	
Total revenue of (deficit)	\$2,367.24

Submitted by:

Income Comparison
as a Percentage of Total Income

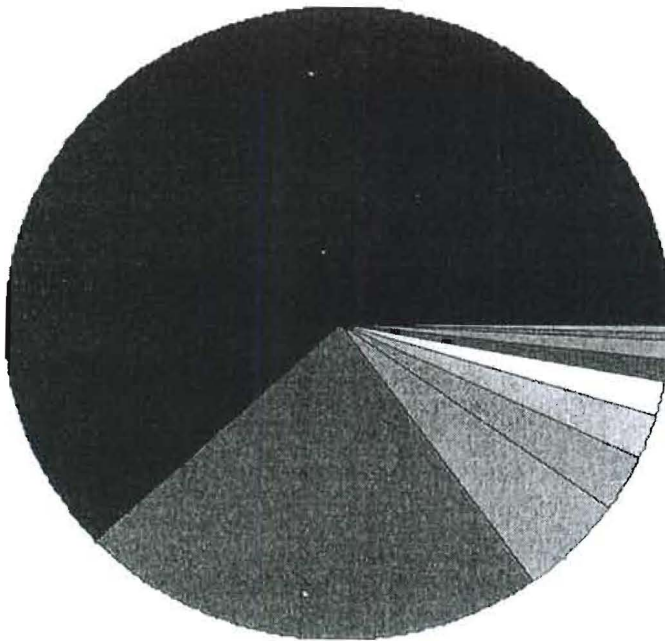
■ CVOOA	%52.50
■ Town Appropriations	11.61
■ VCIL	11.57
■ Client Donation	8.27
■ Grant	8.13
■ Fundraiser	6.16
■ Community Donation	1.80
Total	\$43,099.80



10/1/09 - 9/30/10

Expense Comparison by Category as a Percentage of Total Expenses

Raw Food	%62.15
Subcontracter	23.01
Insurance	5.04
Services	2.90
Telephone	2.17
Fundraising Expenses	1.80
Transfer	1.04
Milage Reimbursement	0.97
Office Supplies	0.53
Other	0.44
Total	\$41,298.71



10/1/09 - 9/30/10

From: Jeffrey Kantor [<mailto:jdkantor@sover.net>]
Sent: Tuesday, June 21, 2011 1:18 PM
To: Beverlee Hill
Cc: Steve Twombly; 'Jeffrey Kantor'; Garth Genge
Subject: RE: Let's try this again ...

Bev

Regarding Councilor Golonka's request for information on the appropriateness of using the Capital Plaza RLF for the Senior Center project, I offer the following:

- The Senior Center project has an award of \$300,000 from the Vermont Community Development Program which is the same program funding source that was used for Capital Plaza. As such it will meet all the same federal/state requirements. The Senior Center project will meet Title I of the Housing & Community Development Act, further the goals of the City's Community Development Plan and meet the benefit provisions of the VCDP. The fact that more than 50% of the members are age 65 or older meets the benefit test of 51% benefit to low / moderate persons per VCDP regulations.
- The Senior Center project is considered supportive of both Housing and Economic Development. It can also be considered "Housing related" since the Housing portion of the project is dependent on the Senior Center. There can be no Housing component without the Senior Center going forward. Furthermore by Council action on 10/27/10 item #10-262, Public Facilities was added as a use for Revolving Loan Funds so that the Senior Center could receive these funds.
- No more than half of the RLF account balance will be used for the Senior Center. The balance stated in Ruth Dockter's email is \$134,977 (Capital Plaza fund). Up to \$67,488 could be used for this activity with the remainder from the ADA fund. There are no other funds available at this time to use. The total RLF funds will leverage over \$1,585,000 of other funds for the Senior Center project. They will also insure that the Housing project is able to proceed.

Please provide this information to the Council as you deem necessary.

Regards,

Jeff Kantor

**Request to Cater Malt and
Vinous Beverages &
Spirituos Liquors**

Caterer's Permit Number 1488.005 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: Vermont Hospitality Management
d/b/a: New England Culinary Institute
Street: 56 College Street Town/City: Montpelier
Contact name and phone number: Fawn Wells Maxfield 802-279-6317
Email or Fax # fawn.wells@neci.edu

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: National Life Welcome
Dinner for Focus Group

2. Location of catered party (street, town or city; if no address, describe location): _____

National Life Guest House, National Life Drive, Montpelier, VT

3. Date of catered party (not more than five days, unless specifically authorized: 6/22/11)

4. Hours of operation: Beginning 6am hrs. Ending 8:30pm hrs. No. of Persons 22

Signed: Fawn Wells Maxfield Date: 6/15/11
(caterer)

We recommend: approval ☐ disapproved ☐

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

Town/City Clerk's signature
Of CATERED location.

Town/City
Fax Number or email address: _____

Date

SUBMIT AT LEAST 5 DAYS PRIOR TO DATE OF FUNCTION

Submit to Town/City Clerk for recommendation.

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

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

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

Sandy Pitonyak

To: L-Council
Subject: Application for a Catering Permit ...

... from Vermont Hospitality Management, d/b/a New England Culinary Institute, for a National Life Welcome Dinner for a "Focus Group" scheduled to be held on Wednesday, June 22nd, from 6:00 to 8:30 P.M. at the National Life Guest House.

From: Timothy Andrew Hooper
Sent: Friday, June 17, 2011 11:12 AM
To: Sandy Pitonyak
Subject: Re: Application for a Catering Permit ...

Sure.

From: Tom Golonka [tomgolonka@comcast.net]
Sent: Friday, June 17, 2011 11:56 AM
To: Sandy Pitonyak
Cc: L-Council
Subject: Re: Application for a Catering Permit ...

Ok with me
Tom

From: Sarah Jarvis [sarahvermont@yahoo.com]
Sent: Friday, June 17, 2011 12:46 PM
To: Sandy Pitonyak
Cc: L-Council
Subject: Re: Application for a Catering Permit ...

I approve.
~ Sarah

From: Angela Timpone [angelatimpone@gmail.com]
Sent: Friday, June 17, 2011 12:55 PM
To: Sarah Jarvis-Yahoo
Cc: Sandy Pitonyak; L-Council
Subject: Re: Application for a Catering Permit ...

Fine with me.

From: Nancy Sherman [nsherman@cvcoa.org]
Sent: Friday, June 17, 2011 1:50 PM
To: Sandy Pitonyak; L-Council
Subject: RE: Application for a Catering Permit ...

OK by me
Nancy



CITY OF MONTPELIER
Capital City of the State of Vermont



**OLYMPIC
DAY 2011**

Olympic Day Proclamation
June 23, 2011

- WHEREAS,** for over 100 years, the Olympic movement has built a more peaceful and better world by educating young people through amateur athletics, by bringing together athletes from many countries in friendly competition, and by forging new relationships bound by friendship, solidarity, and fair play; and,
- WHEREAS,** the United States Olympic Committee is dedicated to coordinating and developing amateur athletic activity in the United States to foster productive working relationships among sports-related organizations; and,
- WHEREAS,** the City of Montpelier, Vermont, promotes and supports amateur athletic activities involving Olympic and Paralympic sports; and,
- WHEREAS,** the City of Montpelier promotes and encourages physical fitness and public participation in amateur athletic activities; and,
- WHEREAS,** the City of Montpelier assists organizations and persons concerned with sports in the development of athletic programs for able-bodied and disabled athletes regardless of age, race, or gender; and,
- WHEREAS,** June 23rd is the anniversary of the founding of the modern Olympic movement, representing the date on which the Congress of Paris approved the proposal of Pierre de Coubertin to found the modern Olympics.

NOW, THEREFORE, I, Mary S. Hooper, Mayor of the City of Montpelier, Vermont, USA, do hereby proclaim, with much appreciation and admiration, June 23rd, 2011 as

“OLYMPIC DAY”

in the City of Montpelier and urge all citizens to observe such anniversary with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Montpelier to be affixed this 23rd day of June, 2011.

Mary S. Hooper, Mayor



From: Ruth Dockter
Sent: Wednesday, June 15, 2011 6:03 PM
To: Garth Genge; Sandra Gallup
Cc: Beverlee Hill
Subject: RE: fund balances
Attachments: CDA Cking Balance 11.xls

Garth,

The balances for the RLF accounts are as follows – (these do not have all loan payments received for May as Charlotte has not posted them yet- I will update them as soon as they are posted to Budget Sense):

Unrestricted	\$11,137.72	(Note: \$1,541.69 from One More Home was put here as you said that grant is closed)
ADA	\$87,185.12	
MBLF	\$49,272.56	
Capital Plaza	\$134,977.82	
HPG	\$118,034.28	+ \$8,500 (Parker loan pd June) = \$126,534.28 (Note: \$12,500 Von Zeeland pymt is in \$118,034 balance).

Total cash \$400,607.50 +\$8,500 (June pymt above) = \$409,107.50

See attached spreadsheet tying to the above balances.

Remember that the loans of \$25,200 for Capital Plaza are not taken out of the above balance yet (because the cash is not paid yet). We will also have the FY11 Admin fees and assessment fee to subtract when they are paid.

Sandy will have to get you the rest of the information as I am not in until Monday.

Hope this helps!!

Ruth

From: Garth Genge
Sent: Wednesday, June 15, 2011 12:38 PM
To: Sandra Gallup; Ruth Dockter
Cc: Beverlee Hill
Subject: fund balances

Hello

I met with the contractor for 58 Barre St to go over the deducts that we need to use to get to a number for a contract that we can sign. I am taking deducts on a lot of things that I hope to put back as I find the money for them but most will depend on the success of the MSAC Capital Campaign and the decision on the elevator funds. I have to have an updated budget and proposal with an associated explanation ready for the City Council by Friday for their approval at next week's meeting. To do that I need the present balance for the MSAC reserve fund, the present amount brought in by the Capital Campaign and the adjusted balances for the revolving loan funds as soon as possible. I spoke to Ruth the other day and the only adjustment left for the RLF's was for the One More Home funds that still show up which I think should go to the unrestricted fund. I need to cover the remaining balance of the MSAC CC and have enough funds to cover the contract amount.

thank you,

Garth G. Genge
Community Development Specialist
Dept. of Planning & Community Development



Senior Services Coordinating Committee Recommendations to Montpelier City Council April 27, 2011

Background

The Senior Services Coordinating Committee, or SSCC, was formed last summer at the request of the Council to bring forward a vision for the future of the senior center. The committee included the following members: Councilor Sarah Jarvis, Jim Sheridan, MSAC Chair Liz Dodge Assistant City Manager Beverlee Hill, MSAC Member William Doelger, Community Development Specialist Garth Genge, and CVCLT Executive Director Eileen Peltier. Ms. Peltier serves as the SSCC Chair. At the beginning of March 2011, Jim Sheridan retired from the group and Tina Muncy, Vice-Chair of the MSAC joined. AmeriCorps Member Isaac Lawrence and Ken Russell, acting Community Development Specialist, have staffed the committee.

The SSCC initially formed several ad hoc committees to focus on important aspects of the future vision for the senior center. The committees and their functions are as follows:

Facilities Committee – This group is focused on the design and rehabilitation of the senior center as well as advising on the facility operational issues.

Services Committee – This group has met with a number of local agencies that would be interested in participating in a resource center. As well, this group has met with the local Meals on Wheels (Montpelier Home Delivery/MHD) program and has looked into transportation issues for the senior center.

Capital Campaign Committee – This group has focused on the capital campaign. The goal is to raise \$200,000 to contribute to the building costs.

The SSCC has taken input from all of these committees over the past several months. In January, the SSCC began a process to develop a strategic vision for the new senior center. Our goal was to provide a framework for the future of the senior center that would guide the staff in managing the day-to-day operations. As part of our feasibility work, we tested our recommendations against the current budget and when necessary developed proforma budgets that allowed us to consider financial impact. We also met with members of the Montpelier Senior Advisory Board and general senior center members on March 31st and reviewed our recommendations.

Process

The SSCC began by revisiting the mission statement of the senior center.

Current Mission Statement

The mission of the Montpelier Senior Activity Center is to enhance the quality of life for older adults in Montpelier through opportunities that develop physical, mental, cultural, and social well-being.

Proposed Mission Statement

The mission of the Montpelier Senior Activity Center is to enhance the quality of life for older adults in the Montpelier area through opportunities that develop physical, mental, cultural, social, and economic well-being in a welcoming, flexible environment.

There was extensive discussion of the mission statement. The SSCC agreed to acknowledge the broader scope of who is served to include residents of the Montpelier area, not just residents of the City. We also believe it is important to include economic well-being and a reference to a welcoming environment. There also was a proposal to eliminate the word “activity” from the name of the senior center as it was felt by some that this word was too narrow and did not represent the new senior center we envision that will provide and/or facilitate services for seniors. In our meeting on March 31st with the MSAC board and other members, it became clear that there is not a majority opinion in any direction on the issue of the name change. Therefore, our recommendation is to ask the Montpelier Senior Advisory Board to facilitate a discussion with the broader membership around the pros and cons of a name change.

Statement of Values

The SSCC proposes the following values for the future senior center. These values will serve as a guide for the operations of the senior center. Italics further explain how we see the value being implemented.

- a) The Center is a valuable part of the Montpelier area community, a good neighbor and is well supported by the members of that community.
- b) The Center actively pursues collaborations with area agencies to enhance the delivery of a full spectrum of services to area seniors. *It is expected that the senior center will form a senior services partners group that will meet once or twice a year. This group will function like the round table meeting of last summer. It will be a place to identify unmet needs and brainstorm solutions with partner agencies serving seniors in the Montpelier area.*
- c) Members of the Center continually re-invest in the Center with their volunteer service and their financial support.
- d) The Center, along with other area organizations, actively assesses the opportunities and the unmet needs in the area, and tries to adapt to those needs. *As part of the senior services partners group mentioned above, an annual needs assessment survey will be completed.*
- e) The Center is an economically sustainable entity that is adequately funded and frugally operated.
- f) The Center is adequately staffed by individuals who are city employees and who are paid a livable wage.
- g) Volunteers are an integral aspect of the Center’s operations. *Of note, the SSCC identified that current volunteer hours for the senior center equate to two full-time staff persons.*
- h) The building that houses the Center is energy efficient and is a safe, comfortable, flexible and accessible facility.
- i) The Center strives to educate, entertain, and support its members.
- j) Programming will provide access to services that focus on preventive health, financial fitness and nutrition as well as educational opportunities and socialization with peers and community members.
- k) Opportunities are created for social interaction *It is expected that through access to a welcoming space that has frequent meals, classes, access to informational resources and impromptu gatherings, seniors will have a variety of opportunities for social interaction.*
- l) The Center offers numerous recreational and educational opportunities for its members.
- m) Opportunities to travel
- n) Meals create social opportunities, and support the nutritional needs of members.
- o) The Center acts as a portal for existing services for older adults.

- p) Center Staff create and support community partnerships in areas such as physical and mental health, education, nutrition and transportation
- q) The Center continually seeks to strengthen the community-based service delivery system and infrastructure by being a voice for seniors and providing a space.
- r) The Center strives to be open to all seniors in the Montpelier area regardless of financial ability. To that end, the Center provides need-based scholarships.
- s) Although the Center is focused on meeting the needs of older adults in the Montpelier area, it promotes intergenerational opportunities and is open to collaboration with other community organizations.
- t) The Center strives to overcome access barriers by exploring and supporting opportunities for public transportation. *Transportation issues affect access to the center. Many older adults decide to not operate a personal vehicle, or are unable to due to financial or physical limitations.*

Programming

The SSCC is in full support of the continuation of the current programming at the senior center. With that, we are also proposing the expansion of the functions of the senior center resource room and the expansion of the Montpelier Home Delivery (MHD) program.

The resource room will be a physical location that will serve as a library with information on a variety of services available to seniors in the Montpelier area. Examples of uses of the resource room include use by area agencies that will staff the room, tax clinics, etc. Ideally, we would like to see interactive software developed that would assist seniors in connecting with services. Agencies that have expressed an interest in the resource room are the Central Vermont Council on Aging, REACH, Vermont Center for Independent Living, Central Vermont Home, Health and Hospice, Coalition for Vermont Elders, and Washington County Mental Health.

The SSCC proposes that the Montpelier Home Delivery (MHD) program becomes a part of the senior center. Currently, the program is small and cannot adequately serve all individuals who are interested in the program. Merging the MHD program with the senior center will provide some economies of scale that will enhance both the MHD program and the senior center. With the new facility completed and a well designed commercial kitchen in place, a cook could be hired to prepare the MHD meals as well as meals for senior center members. Further evaluation needs to be completed in order to determine the number of senior congregate meals that should be provided at the center but the goal would be to maximize the opportunity for social interaction and the maximize the use of the kitchen.

Staffing and Governance

The SSCC believes that a strong full-time Director model is critical to the success of the Montpelier Senior Activity Center. After thinking about how the strong Director model ties into the City governance structure, it became clear to the SSCC that the best option and our recommendation is to have the full-time director be a Department Head reporting to the City Manager. This model has well established guidelines for the relationships between City staff, the City Manager and the City Council.

The SSCC also discussed in some length the future role of the current MSAC Advisory Board and the MSAC Bylaws. Our committee believes it is important to be clear that the Montpelier Senior Activity Center will continue to be a City operation and that therefore it is not appropriate to have governing bylaws or in any way a governing board for the senior center. That said there is universal support for a formal structure that would provide an on-going opportunity for the senior center members to advise the Montpelier Senior Activity Center director. This would be the role of the MSAC Advisory Board which would continue to be elected by the membership. It should be noted that in the event that the

director and the advisory board are not in agreement, it is encouraged that the advisory board or any individual member of the senior center or the community at-large take advantage of the option to appeal directly to the City Manager. The SSCC recommends that the current MSAC Bylaws be revisited and renamed in order not to imply governance oversight of the Montpelier Senior Activity Center.

Our committee also discussed the structure of the condominium association. It is our understanding that there will be three parties in the condominium association: The senior housing will be represented by the Montpelier Housing Authority, the playground will be represented by the City and the senior center again will be represented by the city. We recommend that the City Manager in appointing members to the condominium association include representation from the advisory board.

Fiscal Matters

First, we would like to say that the responsibility of managing the budget for the MSAC will lie firmly in the hands of the new director with support from City staff and the Council. Therefore, we are not proposing a specific budget to the Council but we would like to share some insights. In considering the recommendations made above, the SSCC did a pro forma operating budget that incorporated the MHD program, the services component, the full-time director, the scholarship program and transportation programming. The MHDP operating budget -- which is break-even -- was rolled into the current MSAC budget proposed for FY2012. We then made assumptions about the level of staffing the new director would need and the cost of any expanded programming we are recommending. Finally, we took this budget and divided it into lines of business (Food Services, Classes, Trips, Services, and Administration). Our review of this pro forma budget assured us that our recommendations were reasonable from a financial perspective.

SSCC Recommendations to the City Council

- 1) Change to the mission statement to include more clearly residents of the Montpelier area and the concept of economic well-being and a welcoming environment.**
- 2) Statement of Values**
- 3) Changes in staffing - The new Director of the Senior Center should be a Department Head who reports directly to the City Manager.**
- 4) Changes in the role of the center**
 - a) Community Partnerships**
 - i) Enhance the use of the resource room within the center**
 - ii) Form a senior services partners group**
 - iii) Formalize the relationship with the Montpelier Home Delivery program ("Meals on Wheels").**

b) The Center should strive to be as inclusive as reasonably possible.

- i) The 58 Barre Street building** should be renovated in a way that creates a senior center facility that is accessible, comfortable, flexible, and energy efficient.
- ii) The current practice of open enrollment** – that is enrollment that is open to any senior residing in the Montpelier area -- should be continued.
- iii) A formal scholarship program** should be developed
- iv) Efforts to enhance transportation options for seniors** should be continued.

TAX ANTICIPATION BORROWING - BID RESULTS - JUNE 16, 2011							
			TAN Rate		Line of Credit Line of Credit	Investment Rate TAN	Investment Rate w/o
COMMUNITY NATIONAL BANK			1.95%		1.80%	9 mos CD .71%	
MERCHANTS BANK					1.59%		0.85%
NORTHFIELD SAVINGS BANK			1.95%		1.95%		
PEOPLES UNITED BANK			1.85%		2.10%	2.12% yield/2.10% actual	0.50%
RSB CITIZENS BANK	Would not be bidding at this time.						
TD BANK	Would not be bidding at this time.						
Finance Director Sandy Gallup and City Treasurer Charlotte Hoyt reviewed the bids and are recommending going with Merchants Bank with an interest rate of 1.59%.							
FY 12 brings a number of unknowns as it relates to cash flow. The City is presently working on flood damage repairs which are unbudgeted along with several capital projects including the 58 Barre Street Project, the District Heat project, Transit Center, and Flood Mitigation							
Although Peoples United Bank investment rate looks inviting, we feel that our cash flow position will not benefit from this investment rate. It is best to go with the Merchants Bank and borrow at the lowest rate.							

[illegible]

**Request to Cater Malt and
Vinous Beverages &
Spirituos Liquors**

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

APPROVED

DISAPPROVED

Date: _____

Reason: _____

(for department use only)

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

From: Licensee name: The Skinny Pancake, Inc.

d/b/a: The Skinny Pancake

Street: 60 Lake St. Town/City: Burlington

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

Email or Fax # kelly@skinnypancake.com

BE SURE TO READ INSTRUCTIONS BELOW, BEFORE COMPLETING APPLICATION.

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

Please answer the following questions:

1. Describe type of party to be catered: GREEN DRINKS
Private Birthday Party

type of Alcohol: Beer + wine

2. Location of catered party (street, town or city; if no address, describe location): City

Center Lobby - 89 Main St. Montpelier, VT 05601

3. Date of catered party (not more than five days, unless specifically authorized): 6/14/11

4. Hours of operation: Beginning 6pm hrs. Ending 8pm hrs. No. of Persons 50

Signed: Kelly Coons Date: 5/16/11
(caterer)

We recommend: approval ☐ disapproved ☐

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

Town/City Clerk's signature
Of CATERED location.

Town/City
Fax Number or email address: _____

Date

SUBMIT AT LEAST 5 DAYS PRIOR TO DATE OF FUNCTION

Submit to Town/City Clerk for recommendation.

Town/City Clerk will email, fax or mail to Vermont Liquor Control Board, 13 Green Mountain Drive, Montpelier, VT 05602 email address: { [HYPERLINK "mailto:DLC-Licensing@state.vt.us"](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.

Sandy Pitonyak

To: L-Council
Subject: Catering Permit App ... FOR TOMORROW!!

The Skinny Pancake would like to hold their "Green Drinks" Event again, serving beer and wine in the center lobby of City Center on Tuesday, June 14th, from 6:00 to 8:00 P.M. (They held a similar event in May.)

Sandy Pitonyak

Administrative Assistant to the City Manager
City Hall - 39 Main Street
Montpelier, VT 05602
Telephone: (802) 223-9502
FAX: (802) 223-9519
spitonyak@montpelier-vt.org

OK

Nancy S

6-13-11
4:10 PM

From: Tom Golonka [tomgolonka@comcast.net]
Sent: Monday, June 13, 2011 4:12 PM
To: Sandy Pitonyak
Cc: L-Council
Subject: Re: Catering Permit App ... FOR TOMORROW!!

Ok with me
Tom

From: Sarah Jarvis
Sent: Monday, June 13, 2011 4:29 PM
To: Sandy Pitonyak
Cc: L-Council
Subject: Re: Catering Permit App ... FOR TOMORROW!!

I approve.
~ Sarah

From: Angela Timpone [angelatimpone@gmail.com]
Sent: Monday, June 13, 2011 4:28 PM
To: Tom Golonka-Comcast
Cc: Sandy Pitonyak; L-Council
Subject: Re: Catering Permit App ... FOR TOMORROW!!

Fine with me.