CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting (Auto-Generated Trim Backup)
Wednesday, January 5, 2011
07:00 P.M.

1) 11-001. Call to Order by the Mayor

2) 11-002. General Business and Appearances

3) 11-003. Consideration of the Consent Agenda:

a) Consideration of approving a VT Agency of Transportation (VTrans) grant reimbursement form (TA-65) certifying that work supported by a VTrans grant known as "Town Highway Structures Program" and awarded to the City through its Public Works Department has been completed in accordance with the terms of the agreement. The grant assisted project completed this summer was the reconstruction of a retaining wall located on North Street with a final cost of $184,784.75. Of this total, $161,100.00 is eligible for reimbursement at a rate of 90%. At this time, we may only seek partial reimbursement in the amount of $84,408.88 as indicated on the TA-65 form. This amount is the original approved grant funding based on the preliminary construction cost estimate prepared in 2008. The balance of the funds ($60,581.12) will be requested in the next State fiscal year as part of a grant amendment request submitted prior to beginning the project and approved by Agency officials. The amendment will be processed and funds committed in June, 2011. With the amendment, the revised total grant award will be $144,990.00 equaling the maximum of 90% of the eligible project cost. City Council members are asked to acknowledge their approval by signing the attached form.

b) Consideration of approving, by ratification, a land transfer between

Duane Wells and the City of Montpelier's Police Department regarding property located on Pitkin Court. A land transfer, with associated maintenance and parking agreements, was agreed upon as part of the development plans for the new Police Department with negotiations beginning in 1998 and finalized in 2000. The site plan and property line adjustments were approved by the Planning Commission in 2000 as part of site plan review. The land exchange effectively realigned the boundary line located between the parcels. However, recent research conducted in response to questions regarding the assignment of winter maintenance responsibilities caused staff to discover that the proper deeds were never recorded in the Montpelier land records (see memorandum to City Manager prepared by Tom McArdle, Public Works Department). Compensation for the land exchange was provided and the respective parties have conducted all affairs since the construction of the Police Department with the full understanding that the deeds had been properly executed and recorded.

Recommendation: Approval of the warranty deed from the City to Duane Wells; acceptance of the warranty deed from Duane Wells to the City; and assignment of the City Manager to sign the documents on behalf of the City Council as the City's duly authorized agent.

c) Consideration of becoming the Liquor Control Commission for the purpose of acting on the following: None as of "Press time."

d) Approval of Payroll and Bills

3) 11-003. Consideration of the Consent Agenda:

4) 11-004. Convene the Second Public Hearing to consider amendments to the Montpelier Zoning and Subdivision Regulations.

a) The proposed amendment relates to floodplain development and is required by the National Floodplain Insurance Program (NFIP) because the City of Montpelier participates in the program.

b) The proposed bylaw amendment allows the City of Montpelier to continue meeting the minimum requirements of the NFIP.

c) City Council conducted the First Public Hearing on December 15th; the specific changes, as well as any further amendments made on December

15th, are outlined in the Notice of Public Hearing (attached). A copy is also available and can be downloaded from the front page of the City of Montpelier's website: http://www.montpelier-vt.org

Recommendation: Conduct the Second Public Hearing; approve the proposed amendments, with or without further changes.

5) 11-005. District Heat Update

5) 11-005. District Heat Update

6) 11-006. Finalize the city Council's Proposed FY 2011-2012 Budget

7) 11-007. Reports by City Council

8) 11-008. Mayor's Report

9) 11-009. Report by the City Clerk-Treasurer

10) 11-010. Status Reports by the City Manager

11) 11-011. Agenda Reports by the City Manager

Adjournment

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting

City Council Chambers, City Hall
Wednesday, January 5, 2011
7:00 P.M.

1) 11-001. Call to Order by the Mayor
2) 11-002. General Business and Appearances

3) 11-003. Consideration of the Consent Agenda:

a) Consideration of the minutes from the City Council's November 17th and December 8th, 2010 Regular Meetings.

b) Consideration of approving a VT Agency of Transportation (VTrans) grant reimbursement form (TA-65) certifying that work supported by a VTrans grant known as "Town Highway Structures Program", and awarded to the City through its Public Works Department, has been completed in accordance with the terms of the agreement. The grant assisted project completed this summer was the reconstruction of a retaining wall located on North Street. The cost of the completed project was $184,784.75. Of this total, $161,100.00 is eligible for reimbursement at a rate of 90%. At this time, we may only seek partial reimbursement in the amount of $84,408.88 as indicated on the TA-65 form. This amount is the original approved grant funding based on the preliminary construction cost estimate prepared in 2008. The balance of the funds ($60,581.12) will be requested in the next State fiscal year as part of a grant amendment request submitted prior to beginning the project and approved by Agency officials. However, the amendment cannot be processed and funds committed until June, 2011. With the amendment, the revised total grant award will be $144,990.00 equaling the maximum of 90% of the eligible project cost. City Council members are asked to acknowledge their approval by signing the attached form.

c) Consideration of approving, by ratification, a land transfer between Duane Wells and the City of Montpelier's Police Department regarding property located on Pitkin Court. A land transfer, with associated maintenance and parking

agreements, was agreed upon as part of the development plans for the new Police Department with negotiations beginning in 1998 and finalized in 2000. The site plan and property line adjustments were approved by the Planning Commission in 2000 as part of site plan review. The land exchange effectively realigned the boundary line located between the parcels. However, recent research conducted in response to questions regarding the assignment of winter maintenance responsibilities caused staff to discover that the proper deeds were never recorded in the Montpelier land records (see memorandum to City Manager prepared by Tom McArdle, Public Works Department). Compensation for the land exchange was provided and the respective parties have conducted all affairs since the construction of the Police Department with the full understanding that the deeds had been properly executed and recorded.

Recommendation: Approval of the warranty deed from the City to Duane Wells; acceptance of the warranty deed from Duane Wells to the City; and assignment of the City Manager to sign the documents on behalf of the City Council as the City's duly authorized agent.

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

1) Application for a Catering Permit from … if any?

e) Approval of Payroll and Bills

4) 11-004. Convene the Second Public Hearing to consider amendments to the Montpelier Zoning and Subdivision Regulations.

a) The proposed amendment relates to floodplain development and is required by the National Floodplain Insurance Program (NFIP) because the City of Montpelier participates in the program.

b) The proposed bylaw amendment allows the City of Montpelier to continue meeting the minimum requirements of the NFIP.

c) City Council conducted the First Public Hearing on December 15th; the specific changes, as well as any further amendments made on December 15th, are outlined in the Notice of Public Hearing (attached). A copy is also available and can be downloaded from the front page of the City of Montpelier's website: **http://www.montpelier-vt.org**

d) Recommendation: Conduct the Second Public Hearing; approve the proposed amendments, with or without further changes.

5) 11-005. Finalize the City Council's Proposed FY 2011-12 Budget.

6) 11-006. Reports by City Council
7) 11-007. Mayor's Report
8) 11-008. Report by the City Clerk-Treasurer
9) 11-009. Status Reports by the City Manager
10) 11-010. Agenda Reports by the City Manager

Adjournment

MEMO

TO: Montpelier Energy Center Bidders
FROM: Gwendolyn Hallsmith & Harold Garabedian
RE: Financial Information from City and State
DATE: December 28, 2010

Thank you again for being willing to bear with us during this last phase of our selection process. I have attached a spreadsheet that has been developed to assist you with the task we described in the message I sent last week. The spreadsheet outlines four options under consideration. The additional information will demonstrate 1) if the project is economically viable, 2) which ownership and grant allocation option will work best for both partners, and 3) what all the comparative costs and benefits are. The four options are as follows:

Option #1: State Steam, City Sales

This scenario has been analyzed by the State of Vermont in their effort to understand if this project works for them. The numbers we have included, and the categories you have been asked to include in your analysis, reflect their consultant's work. They have estimated what it would cost for them to move their plans forward from the current plant reconstruction of the heat plant schedule of 2021 to 2011, what it would cost to build the additional capacity the city needs, and what if any savings they would generate from the changed schedule. They have determined that over 20 years, they would save $2 million dollars net present value in fuel and other costs by doing this. They have also looked at the current plant value that would be assigned to the new city capacity – this is reflected in the item titled Land Lease.

This scenario also gives you the most recent load figures the State and the City have generated as a result of assessing the benefits of energy conservation measures implemented since the feasibility report was completed by Veolia, an estimate of what the peak load would be, and the costs and values of fuel, operating and maintenance costs, and capital for this scenario. With this scenario, the state would deliver steam to the city, which would run it through a heat exchanger and deliver hot water to the city distribution system. Because of the constraints of the existing plant footprint, it is unlikely this plant could be expanded to meet the wider city's needs.

Option #2: City Hot Water, State Sales

This scenario envisions a stand-alone City Hot Water plant, built near the state complex that would serve the State's hot water needs along with the City's load through the distribution system. It is estimated that these state buildings have an annual heating requirement of 15,200 MMBTUs, although we have some indication that this may increase as they convert 120 State Street (the DMV building) to hot water in the next two years. The State has promised that they will provide the numbers for the state hot water distribution loop and building conversion by Thursday of this week. We have filled in some of the other numbers you can use as assumptions.

Option #3: State Steam and Hot Water

This scenario envisions a hot water addition to the State Steam Plant with the same loads as in Option #2. For these purposes, it might be a matter of changing the steam boilers you had used in the original base bid to hot water generators. In this case, you can assume the "Land Lease" charges would apply as a one-time charge to the city capacity built on the state plant, as in Option #1. If in Options 2 & 3, there is a way to make electric generation economically viable using the capacity the state would have available in the steam plant due to the conversion to hot water, let us know.

Option #4: State and City Steam

This scenario represents the base bid from the original RFP and the Veolia feasibility study. We have had a very hard time, despite our attempts to have you generate comparable numbers in the original response to the RFP, to decipher the numbers you sent us and make reasonable comparisons. We would be grateful if you would fill in the appropriate numbers from your bid in this section of the chart, along with the other calculations.

City of Montpelier
Department of Public Works
Memorandum

To: **William Fraser, City Manager**

From: **Thomas McArdle, Assistant Director** T.M.

Date: **December 22, 2010**

Subject: **Police Department & Duane Wells Land Exchange**
Approval & Recording of Deeds

During the course the 09/10 snow plowing season, the subject of an agreement between the City & Duane Wells arose concerning the property which lies between Duane's building and the Police Department. It soon became clear that both parties had been operating based on their general understanding that an agreement existed concerning maintenance and access. This agreement was to include an exchange of land in 1998 for the purpose of realigning the respective parcels enabling the development of the new Police Department facility.

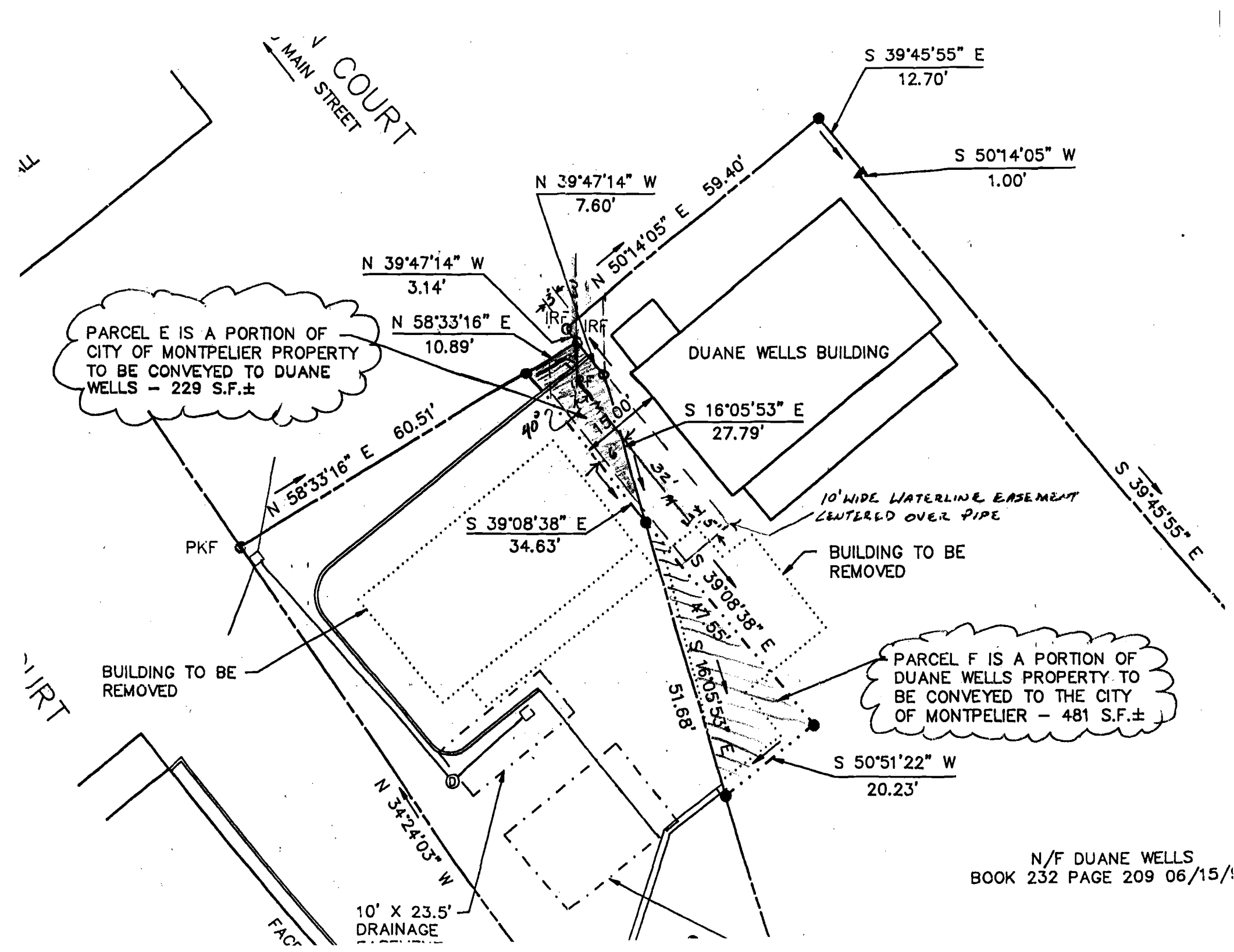
The Public Works Department provides parking lot maintenance services. With the turn over of long time staff, there was some confusion about our responsibilities but no formal agreement could be located to help resolve the matter. The ensuing research revealed evidence that the maintenance agreement was intended to be a part of the compensation package for the land exchange. This compensation also allowed for a utility construction easement that was conveyed by Duane to the City allowing for the Police Department building's service to be placed on Wells' property. The easement to the City for utility construction was recorded in April, 1999 as was the survey plat illustrating the exchange of parcels. However, the deeds for the land exchange were never finalized and recorded in the land records. Upon discovery of the omission, an interim maintenance and access agreement was reached last winter between Chief Facos & Duane Wells.

We believe the land exchange was approved by the Development Review Board together with the site plan review approval process which concluded in 2000. It is my understanding that a purchase and sales agreement was signed by both parties and included as compensation; the organization and assignment of parking spaces for use by Duane Wells, winter maintenance of the alley and adjoining private parking area, and payment of $12,000. Please be advised that our office was not provided a copy of the purchase and sales agreement. Council record research was incomplete but we did find an executive session in September, 1998 during which negotiations to acquire the Duane Property was discussed. Discussions with those involved in the negotiations at the time have verified the conditions of the exchange and we confirmed that the cash payment was made and believed to be from the proceeds of the Police Department Bond.

Based on the common understanding of the land transaction and companion maintenance arrangement as contemplated in 1998 and acceptance that a new formal land exchange agreement should be executed, the city attorney's office was asked to prepare the respective deeds. Duane Wells' attorney has reviewed and approved the deeds. Therefore, the parties now seek approval by the City Council in support of the land exchange between the City of Montpelier & Duane Wells and authorization for the City Manager to execute the documents.

Enclosures: Survey plat & Warranty Deeds (City to Wells & Wells to City)

C; Anthony Facos, Chief of Police
Duane Wells
Elizabeth MaGill, M/G+C, P.C.


COURT
MAIN STREET
S 39°45'55" E
12.70'
S 50°14'05" W
1.00'
N 39°47'14" W
7.60'
N 50°14'05" E 59.40'
N 39°47'14" W
3.14'
N 58°33'16" E
10.89'
PARCEL E IS A PORTION OF CITY OF MONTPELIER PROPERTY TO BE CONVEYED TO DUANE WELLS – 229 S.F.±
IRF
IRF
DUANE WELLS BUILDING
S 16°05'53" E
27.79'
15.00'
40°
32'
N 58°33'16" E 60.51'
10' WIDE WATERLINE EASEMENT CENTERED OVER PIPE
S 39°45'55" E
PKF
S 39°08'38" E
34.63'
BUILDING TO BE REMOVED
S 39°08'38" E
47.55'
S 16°05'53" E
51.68'
BUILDING TO BE REMOVED
PARCEL F IS A PORTION OF DUANE WELLS PROPERTY TO BE CONVEYED TO THE CITY OF MONTPELIER – 481 S.F.±
S 50°51'22" W
20.23'
N 34°24'03" W
10' X 23.5' DRAINAGE
N/F DUANE WELLS
BOOK 232 PAGE 209 06/15/

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS

That the CITY OF MONTPELIER, Grantor, in the consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to its full satisfaction by DUANE S. WELLS of the Town of East Montpelier in the County of Washington and State of Vermont, Grantee, by these presents, do freely **Give, Grant, Sell, Convey And Confirm** unto said Grantee, DUANE S. WELLS, and his heirs and assigns forever, a certain piece of land in the City of Montpelier in the County of Washington and State of Vermont, described as follows, viz:

Being a portion of the same land and premises conveyed to the City of Montpelier by Warranty Deed of Otto Kinzel, III and Robert C. Kinzel as described in their deed recorded in the Montpelier Land Records at Book 283, Page 5 and dated June 26, 1995 and now known as 1 Pitkin Court (formerly 13-15 Pitkin Court). The property herein conveyed is further described as follows:

Being parcel "E" as shown on a survey plat entitled "Proposed Subdivision of Land Owner by City of Montpelier & Duane Wells, Montpelier, Vermont" prepared by Gregory F. Dubois, L.S. and dated December, 1998 and bearing project #98-19, which is recorded in the Montpelier Land Records at Slide #274 and more particularly described as follows:

Being a trapezoidal shaped parcel located in the north easterly corner of the Grantor's property and comprising two hundred twenty nine (229) square feet more or less, the bounds of which are described as beginning at an iron rod marking the north easterly corner of the Grantor's property; thence proceeding on a bearing of S 39° 47' 14" E for a distance of 7.60' to an iron rod located on the Grantor's northerly property line; thence turning at an angle to the south and proceeding on a bearing of S 16° 05' 53" E for a distance of 27.79' to a point to be marked with a monument; thence turning at an angle to the west and proceeding on a bearing of N 39° 08' 38" E for a distance of 34.63' to a point to be marked with a monument and located on the Grantor's westerly property line; thence turning at an angle to the north and proceeding on a bearing of N 58° 33' 16" E for a distance of 10.89' to an iron rod marking the point of beginning.

Reference may be had to the Easement Deed from Duane Wells to the City of Montpelier dated February ____, 1999 and recorded in Book 329 at Page 134 of the City of Montpelier Land Records.

This conveyance is subject to and has the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference may be had to the above-mentioned deeds and to their record and to all prior deeds and their records for a more complete and particular description of the herein conveyed land and premises.

The purpose of this deed is to confirm a transaction by and between the same Grantor and Grantee for the same land and premises which occurred in 1998, the original deeds for which were not recorded and cannot now be located.

To Have And To Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, DUANE S. WELLS, his heirs and assigns, to their own use and behoof forever;

And the said Grantor, CITY OF MONTPELIER, for itself and its successors and assigns does covenant with the said Grantee, DUANE S. WELLS, his heirs and assigns, that until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **Free From Every Encumbrance**.

The CITY OF MONTPELIER hereby engages to **Warrant and Defend** the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF, the Duly Authorized Agent of the City of Montpelier hereunto sets his/her hand and seal this _____ day of _____ A.D. 2010.

CITY OF MONTPELIER

By: _____,LS

STATE OF VERMONT
COUNTY OF WASHINGTON SS.

At Montpelier this ____ day of _____ A.D. 2010, _____, Duly Authorized Agent for the City of Montpelier personally appeared, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the City of Montpelier.

Before me, _____
Notary Public

EHM:sg
[8881-63]

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS

That I, DUANE S. WELLS, of the Town of East Montpelier in the County of Washington and State of Vermont, Grantor, in the consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to his full satisfaction by CITY OF MONTPELIER, a Vermont Municipal Corporation, Grantee, by these presents, do freely **Give, Grant, Sell, Convey And Confirm** unto said Grantee, CITY OF MONTPELIER, and its successors and assigns forever, a certain piece of land in the City of Montpelier in the County of Washington and State of Vermont, described as follows, viz:

Being a part of the same land and premises conveyed to Duane S. Wells by Warranty Deed of Pitkin Partners dated June 15, 1990 and recorded at Book 232, Pages 209-210 of the City of Montpelier Land Records and known as 3 Pitkin Court (formerly 17-19 Pitkin Court). The property herein conveyed is further described as follows:

Being parcel "F" as shown on a survey plat entitled "Proposed Subdivision of Land Owned by City of Montpelier & Duane Wells, Montpelier, Vermont" prepared by Gregory F. Dubois, L.S. and dated December, 1998 and bearing project #98-19, which is recorded in the Montpelier Land Records at Slide 274 and more particularly described as follows:

Being a triangular shaped parcel located on the southerly side of Grantor's property and comprising four hundred eighty one (481) square feet, more or less, the bounds of which is described as beginning at a monument to be set on the Grantor's southerly property line at a point located 102.92 northwesterly of the Grantor's southwesterly corner; thence proceeding along the Grantor's westerly property line on a bearing of N 16° 05' 53" W for a distance of 51.86' to a monument to be set on the Grantor's westerly property line; thence turning an angle to the east and proceeding on a bearing of S 39° 08' 38" E for a distance of 47.55' to a monument to be set; thence turning an angle to the south and proceeding on a bearing of S 50° 51' 22" W for a distance of 20.23' to a monument to be set and the point of beginning.

Also included in this conveyance is a year-round easement over and upon the north side of 3 Pitkin Court for the purposes of operational access, fire and emergency response and fuel delivery for so long as the City of Montpelier provides snow plowing and snow removal services on an as-needed basis on the south and east sides of the property known as "3 Pitkin Court".

This conveyance is subject to and has the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference may be had to the above-mentioned deeds and to their record and to all prior deeds and their records for a more complete and particular description of the herein conveyed land and premises.

The purpose of this deed is to confirm a transaction by and between the same Grantor and Grantee for the same land and premises which occurred in 1998, the original deeds for which were not recorded and cannot now be located.

To Have And To Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, CITY OF MONTPELIER, its successors and assigns, to their own use and behoof forever;

And I the said Grantor, DUANE S. WELLS, for myself and my heirs, executors and administrators, do covenant with the said Grantee, CITY OF MONTPELIER, its successors and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are **Free From Every Encumbrance.**

I hereby engage to **Warrant and Defend** the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal this ___ day of _____ A.D. 2010.

_____,LS
DUANE S. WELLS

STATE OF VERMONT
COUNTY OF WASHINGTON, SS.

At _____ this ____ day of _____ A.D. 2010, DUANE S. WELLS personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, _____
Notary Public

EHM:sg/ja
[8881-63]

Revised

MONTPELIER CITY COUNCIL
NOTICE OF PUBLIC HEARING
To Consider Proposed Zoning Revisions
Wednesday January 5, 2011
7:00 p.m.
City Council Chambers, City Hall

A public hearing will be convened to consider amendments to the Montpelier Zoning and Subdivision Regulations. The proposed amendment relates to floodplain development and is required by the National Floodplain Insurance Program (NFIP) because the City of Montpelier participates in the program. The proposed bylaw amendment allows the City of Montpelier to continue meet the minimum requirements of the NFIP.

The specific changes to Sections 202; 203; 309; 716; 901; 906; and 1303 as recommended by the Planning Department, VT Agency of River Management and the Montpelier Planning Commission, are as follows:

- §202. No Zoning Permits Required
  - Revised language to clarify.
- §203. Permits and Approvals Required Prior to Commencement of Development Activities
  - §203.A(3)
    - Revised language to clarify prior approvals.
- §309. Floodplain Development
  - §309.A(3). Purpose and Enabling Language
    - Revised language to clarify.
  - §309.D. Development Requiring Floodplain Approval
    - Language deleted.
  - §309.F. Required Application Materials for a Floodplain Approval.
    - Revised language to clarify.
  - §309.H. Administration and Enforcement
    - Revised language to update and clarify duties.
  - §309.I. Variances
    - Revised language to clarify repercussions for variances.
- §716 Floodplain Development
  - §716.A. Standards for Development in All Flood Hazard Areas.
    - §716. A(1) – (13) – Revised language and standards.
  - §716.B. Standards for Development in "Numbered" Flood Hazard Areas.
    - §716.B(1) – (5) – Revised language to comply with NFIP standards.
  - §716.C. Standards for Development in "Unnumbered" Flood Hazard Areas
    - Deleted.
  - §716.D. Standards for Accessory Structures
  - §716.E. Exempted Activities
    - §716.E(1) – (4) – Revised exempted activities.
- §901. Purpose (Certificate of Compliance Procedures)
  - Clarifying language.
- §903. Certificate of Compliance within the Special Flood Hazard Area

- §903(1) – (4) – Additional procedures for Certificate of Compliance in SFHA.

- §1303 Definition of Terms – new and revised terminology.
  - Development in the Floodplain District
  - Dwelling, Manufactured Home
  - Floodway, Regulatory in City of Montpelier
  - Historic Structure
  - Manufactured, Home
  - Mobile Home
  - Substantial Improvement

The full text of the changes and the complete ordinance is available at the Montpelier City Clerk's Office and the Department of Planning and Community Development, 39 Main Street, City Hall Montpelier, Vermont, 05602, (802) 223-9506. A copy is also available and can be downloaded from the **front page** of the City of Montpelier's website: http://www.montpelier-vt.org

Clancy DeSmet, CFM, Planning & Zoning Administrator – cdesmet@montpelier-vt.org