

**Milton Selectboard**  
**December 1, 2014 Following Liquor Board Meeting Starting at 6:00 PM**  
**Municipal Building Community Room**

**Use of cell phones is prohibited during the meeting. Please shut them off or silence them.**

**AGENDA**

**I. Call to Order**

**II. Flag Salute**

**III. Agenda Review**

**IV. Public Forum**

*The Public Forum will be limited to five minutes per person. All participants must sign in and clearly state their name. No action will be taken on items raised until a subsequent meeting (if action is needed by the Selectboard).*

**V. Appointments and/or Resignations**

**VI. New Business and Department Items**

**A) Water Rate Study Report**

*(Presentation of Report and Discussion of Rate Options)*

**Joe Duncan, Aldrich+Elliot Water Resource Engineers**

**Roger Hunt, Public Works Director**

**B) Everest Road Reconstruction Balancing Change Order, Certification of Work and Everest Road Closeout**

*(Consider Authorizing Town Manager to Sign Change Order and Certification of Work)*

**Brian Palaia, Town Manager and Roger Hunt, Public Works Director**

**C) Chittenden County Regional Planning Commission Presentation**

*(Presentation and Discussion About Services and Public Participation Plans)*

**Charlie Baker, Executive Director of Chittenden County Regional Planning Commission**

**Brian Palaia, Town Manager**

**D) Water Storage Facility Plaque-Dedication Request**

*(Consider Authorizing New Sign with Dedication)*

**Brian Palaia, Town Manager**

**E) Request for \$2,500 Line of Credit with Amazon Corporate Credit Account**

*(Consider Authorizing Line of Credit with Amazon Corporate Credit)*

**Meghan Bellavance, Library Director**

**Brian Palaia, Town Manager**

**F) Vermont Community Development Grant Agreement**

*(Consider Authorizing Grant Agreement for Vermont Community Development Grant)*

**Brian Palaia, Town Manager**

**H) Certificate of Project Completion - Bond for Village Sewer Expansion and 2001 Sutphan Tower Truck**

*(Consider Approving Vermont Municipal Bond Bank Certificate of Project Completion)*

**Brian Palaia, Town Manager**

**I) Improvement Committee Resolution**

*(Consider adopting resolution acknowledging recommendation and focus areas)*

**Brian Palaia, Town Manager**

**VII. Old Business**

**VIII. Reconsideration**

**IX. Manager's Update**

**X. Potential and/or Future Agenda Items**

**XI. Minutes - To Approve With or Without Corrections**

1) Selectboard - Regular Meeting - Nov 17, 2014 6:00 PM

**XII. Warrant/Report - To Approve With or Without Corrections**

**XIII. Possible/Anticipated Executive Session per V.S.A. Title 1 Section 313**

**XIV. Adjournment**

Posted on the official bulletin board in the lobby of the Municipal Building; to the Town website; emailed to the Burlington Free Press, Milton Independent, Lake Champlain Access Television, Fox 44 News, WPTZ, and WCAX; and posted in two other places within the Town of Milton and filed with the Town Clerk.

Signed: 

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**Brian Palaia, Town Manager**

# **Water Rate Study Report**

Joe Duncan, Aldrich + Elliot Water Resource Engineers

Roger Hunt, Public Works Director

# Memorandum



Date: November 20, 2014

To: Roger Hunt, Town of Milton  
Nathan Lavallee, Town of Milton

From: Joe Duncan, PE, A+E 

RE: Town of Milton Water System Facilities Plan Update  
**Water Rates Review Memo**

## BACKGROUND

Aldrich + Elliott, PC (A+E) was retained by the Town of Milton to conduct a Water System Facilities Plan Update. As part of this project, the Town requested that A+E review the Town's existing rate structure and budgets to assess the adequacy of the rate structure and associated revenue relative to the historical and proposed budgets, and develop any recommended modifications to the rate structure, as appropriate. In addition, the Town requested a relative comparison of water rates to other similar communities.

## SUMMARY OF FINDINGS

The Town of Milton purchases water for their municipal water system through a wholesale agreement with Champlain Water District (CWD) at the following rates:

2014 CWD Wholesale Rate: \$1.840 per 1,000 gallons  
2015 CWD Wholesale Rate: \$1.913 per 1,000 gallons (3.97% increase)

As part of the budget development, the Town needs to account for the wholesale water purchase from CWD. During the budget process, the Town estimates the amount of water to be purchased from CWD during that budget period and accounts for CWD's proposed wholesale rate in their budget. Traditionally any increases in the CWD wholesale rate are passed along to the system users as part of the Town's rate increase for that budget year.

A comparison of wholesale water purchased from CWD versus billed metered water sales was conducted for the period from March 2013 to March 2014:

CWD Wholesale Water Purchased: 186,150,000 gallons  
Milton Metered Water Billed: 135,201,183 gallons  
Unaccounted for Water: 50,948,817 gallons (27%)

Unaccounted for water is common in water systems and is typically comprised of water lost to flushing, fire-fighting, and system leaks. AWWA has a goal of 10% unaccounted for water and the national average is about 14% per the EPA. It is not uncommon for systems in Vermont to be in excess of 20%. The Town is actively conducting leak detection to identify and eliminate sources of the unaccounted for water. The thing to note on this item is that the water rates need to account for the fact that not all of the wholesale water purchased reaches the individual meters read by the Town for their billings.

The Town's rate structure includes a quarterly base fee and water usage fee. The base fee is a flat fee charged quarterly based upon the number of equivalent residential units of the connected property. The water usage fee is a per gallon charge based upon the property's meter reading for that quarter. This rate structure is very common in Vermont and is an appropriate structure for the Town of Milton's water system. The current rate structure is as follows:

Base Rate:	\$24.59 per unit per quarter
Usage Rate:	\$3.27 per 1,000 gallons
Annual Residential Cost:	\$330.53 (based on 71,000 gpy)

In reviewing the Town's budget, the revenue consists of the following general categories:

Non-Operating Revenue:	14% (penalties, connection fees, operating transfers, etc.)
Base Rate Revenue:	30%
Usage Rate Revenue	56%

The consideration here is that only 30% of the revenue is guaranteed income over any given year. This can be a concern if there are significant deviations in the variable revenues: i.e. a wet year where water sales are down or new hook-ups do not occur as planned. During the review of the historical Town budgets, it was noted that shortfalls in the usage rate revenue have been compensated by the connection fees. In addition contributions to the capital reserve have not been occurring due to the revenue gap.

### **COMPARATIVE WATER RATES**

A relative comparison of water rates to other similar communities was conducted. The specific rate structures vary from system to system and a summary of the annual cost to a typical residential home based upon each system's rate structure was developed as the basis for comparison. The following list represents the cost per 1,000 gallons and the annual cost for the State of Vermont average household occupancy (2.6 people per home) multiplied by 75 gallons per day per person for an average household usage of 71,000 gallons per year. Historically the State wide average annual household water rate has ranged from \$450 to \$500 per year.

**Comparative Water Rates\***  
**Compiled November 2014**

<b>Water System</b>	<b>Annual Cost Avg Family</b>
CWD Wholesale	\$135.82
City of St. Albans	\$221.75
Village of Essex Junction	\$232.17
City of South Burlington	\$249.21
Colchester Fire District #2	\$281.87
Colchester Fire District #3	\$303.17
Village of Waterbury	\$310.32
Town of Williston	\$320.92
<b>Town of Milton</b>	<b>\$330.53</b>
City of Burlington	\$332.28
Town of Essex	\$346.48
City of Winooski	\$367.07
Village of Lyndonville	\$378.31
Village of Morrisville	\$388.86
Town of Shelburne	\$398.31
City of Rutland	\$425.33
Town of Fair Haven	\$482.96
Town of Springfield	\$492.00
City of Barre	\$519.48
Town of Hinesburg	\$550.22
Town of Stowe	\$556.54
Town of Bennington	\$560.68
Town of Richmond	\$767.32

\*Based on an average household usage of 71,000 gpy

**RECOMMENDATIONS**

It is recommended that the Town maintain its current rate structure consisting of a base fee and usage fee. The base fee should continue to be charged based upon the number of equivalent residential units of the connected property to maintain equity between residential and non-residential users. It is further recommended that any future rate increases be made to the base rate in order to increase the percent of fixed guaranteed revenue for future budgets. It is also recommended that any future debt service be applied to the base rate since debt service is a fixed annual cost.

The Town should consider instituting a capital reserve policy to establish a capital reserve, which can minimize the need for future debt service. Establishing a sufficient capital reserve is critical to developing and maintaining financial stability for addressing not only emergency situations but system rehabilitation, long-term equipment replacement, and system expansion as well. The contribution to the capital reserve can be accomplished by establishing a capital reserve fee as part of the base rate. For example, the system currently has 2,397 water units and a capital reserve fee of \$10 per water unit per quarter would raise \$95,880 for the capital reserve fund.



# TOWN OF MILTON, VERMONT

## Legislative and Fiscal Analysis of Requested Selectboard Actions

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### Everest Road Reconstruction Balancing Change Order, Certification of Work and Everest Road Closeout

**Date:** 12/1/2014

**Legislative Analysis:** On October 6<sup>th</sup>, 2014, the Selectboard authorized a contract with Ormand Bushey & Sons, Inc. to reconstruct a 550' portion of Everest Road. The work is now substantially complete and the contractor has requested Final Completion Certification and Payment.

The project was completed on time and in accordance with the approved plans and specifications. The quality of the work is excellent. The final payment will exceed the original contract price by \$17,333.30 due to the unexpected removal and replacement of unsuitable materials. The materials included saturated soils and tree stumps with root systems intact. Leaving the unsuitable material in place could result in shortened pavement and roadway life. The removal of the unsuitable materials was authorized by Town Staff to avoid delays and project shutdown.

**Fiscal Analysis:** The original contract price was \$138,670.00. The final contract price, if approved, is \$156,020.30. The engineering costs were \$14,155.00. This brings the total cost for the project to \$170,175.30.

This project is funded in part by a VTrans Class 2 Highway Grant. The Town requested and was granted an amendment to the grant award to include the reconstruction work at the Algonquin Intersection. The Algonquin project came in at \$63,968.05, the engineering cost was \$9,900.00 for a total price of \$73,868.05.

The total amount charged to the grant will be \$244,043.35. The maximum reimbursement from the grant will be \$175,000.00 so the Town's final share of the cost will be \$69,043.35.

**Recommended Action:** Authorize the Town Manager to execute Change Order #2, issue final payment in the amount of \$156,020.30 to Ormand Bushey & Sons, Inc., and sign the Final Acceptance Certification.

**Prepared By:** Roger F. Hunt, Public Works Director

**Prepared By:** Ann Janda, Management Fellow

**TO:** Town of Milton  
 43 Bombardier Road  
 Milton, Vermont 05468  
**PROJECT:** Everest Road Reconstruction  
 Project Number 1409  
**APPLICATION #:** Req.#1  
**PERIOD TO:** 10/31/2014  
**DATE OF SUBMISSION:** 11/13/2014  
**FROM:** Ormond Bushey & Sons, Inc.  
 2 Bushey Lane  
 Essex Jct., VT 05452

**CONTRACT FOR:** Sitework

**CONTRACT DATE:**

**CONTRACTORS APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the contract.

**CHANGE ORDER SUMMARY**

Continuation Sheet, AIA Document G703, is attached.

Change order approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	\$0.00
Approved this month		
Number	Date	Approved
CO#1	12/1/2014	\$17,333.30
Net change by change orders		
		\$17,333.30

1.) ORIGINAL CONTRACT SUM.....	\$138,687.00
2.) Net change by Change Orders...	\$17,333.30
3.) CONTRACT SUM TO DATE (line 1+2)...	\$156,020.30
4.) TOTAL COMPLETED & STORED TO DATE.... (Column G on G703)	\$156,020.30
5.) RETAINAGE:	
10% of completed work (column D+E on G703)	\$0.00
10% of stored materials (column F on G703)	
Total Retainage (Line 5a+5b or Total in Column 1 of g703.....)	\$0.00
6.) TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$156,020.30
7.) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certification)...	\$0.00
8.) CURRENT PAYMENT DUE.....	\$156,020.30
9.) BALANCE TO FINISH, PLUS RETAINAGE..... (Line 3 less Line 6)	\$0.00

The undersigned Contractor certifies that to at the best of the Contractors knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Ormond Bushey & Sons, Inc.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

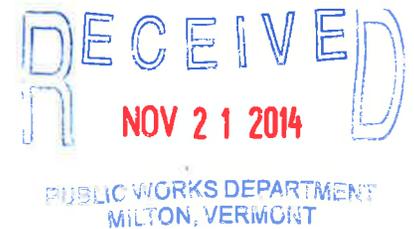
AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount for)

**Architect:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named within. Issuance, payment and acceptance of payment



ITEM				UNIT		THIS PERIOD		TOTAL TO DATE		PERCENT
NUMBER	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	COMPLETE
201.1	CLEARING AND GRUBBING	1	LS	\$106.00	\$106.00	1	\$106.00	1	\$106.00	100
201.16	REMOVING LARGE TREES	10	EA	\$231.50	\$2,315.00	10	\$2,315.00	10	\$2,315.00	100
201.21	REMOVING LARGE STUMPS	10	EA	\$61.50	\$615.00	10	\$615.00	10	\$615.00	100
201.3	THINNING AND TRIMMING	0.1	ACRE	\$3,563.00	\$356.30	0.1	\$356.30	0.1	\$356.30	100
203.15	COMMON EXCAVATION	500	CY	\$53.20	\$26,000.00	877	\$46,656.40	877	\$46,656.40	100
203.16	SOLID ROCK EXCAVATION	100	CY	\$1.11	\$111.00	60	\$66.60	60	\$66.60	100
203.28	EXCAV.SURFACES & PAVEMENT	200	CY	\$9.90	\$1,980.00	200	\$1,980.00	200	\$1,980.00	100
204.2	TRENCH EXCAVATION OF EARTH	100	CY	\$25.00	\$2,500.00	100	\$2,500.00	100	\$2,500.00	100
301.26	SUB.OF GRAVEL, FINE GRADED	260	CY	\$21.00	\$5,460.00	456	\$9,576.00	456	\$9,576.00	100
301.35	SUB.DENSE GRADE STONE	910	CY	\$18.90	\$17,199.00	1091	\$20,619.90	1090	\$20,619.90	100
402.1	AGGREGATE SHOULDER PLACED	15	CY	\$127.00	\$1,905.00	15	\$1,905.00	15	\$1,905.00	100
404.65	EMULSIFIED ASPHALT	100	CWT	\$1.11	\$111.00	100	\$111.00	100	\$111.00	100
406.25	BIT.CONCRETE PAVEMENT	310	TON	\$108.30	\$33,573.00	253	\$27,399.90	253	\$27,399.90	100
605.15	UNDER DRAIN PIPE 6"	370	LF	\$4.50	\$1,665.00	386	\$1,737.00	386	\$1,737.00	100
605.95	UNDER DRAIN FLUSHING BASIN	2	EA	\$255.00	\$510.00	2	\$510.00	2	\$510.00	100
608.31	POWER BROOM RENTAL	20	HRS	\$73.25	\$1,465.00	0	\$0.00	0	\$0.00	100
609.15	DUST CONTROL/CAL.CHLORIDE	0.5	TON	\$1,276.00	\$638.00	0	\$0.00	0	\$0.00	100
613.1	STONE FILL TYPE I	140	CY	\$66.50	\$9,310.00	135	\$8,977.50	135	\$8,977.50	100
630.15	FLAGGERS	300	HRS	\$24.50	\$7,350.00	254	\$6,223.00	254	\$6,223.00	100
635.11	MOBILIZATION	1	LS	\$17,026.95	\$17,026.95	1	\$17,026.95	1	\$17,026.95	100
641.1	TRAFFIC CONTROL	1	LS	\$795.00	\$795.00	1	\$795.00	1	\$795.00	100
646.21	PAVEMENT MARK-YELLOWLINE	1070	LF	\$1.00	\$1,070.00	1070	\$1,070.00	1070	\$1,070.00	100
649.11	GEOTEXTILE/ROAD SEPARATOR	2080	SY	\$1.00	\$2,080.00	2080	\$2,080.00	2080	\$2,080.00	100
649.41	GEOTEXTILE/UNDERDRAIN TRENCH	205	SY	\$2.65	\$543.25	205	\$543.25	205	\$543.25	100
649.51	GEOTEXTILE/SILT FENCE	125	SY	\$2.00	\$250.00	125	\$250.00	125	\$250.00	100
651.15	SEED	125	LB	\$1.90	\$237.50	125	\$237.50	125	\$237.50	100
651.18	FERTILIZER	100	LB	\$2.22	\$222.00	100	\$222.00	100	\$222.00	100
651.2	AGRICULTURAL LIMESTONE	0.5	TONS	\$444.00	\$222.00	0	\$0.00	0	\$0.00	100
651.28	HYDRAULIC MULCH	1240	GALLON	\$1.00	\$1,240.00	1090	\$1,090.00	1090	\$1,090.00	100
651.35	TOPSOIL	200	CY	\$1.30	\$260.00	200	\$260.00	200	\$260.00	100
653.25	TEMP.STONE CHECK DAM, TYPE I	6	CY	30	180	0	\$0.00	0	\$0.00	100
653.55	PROJECT DEMARCATION FENCE	1130	LF	\$0.70	\$791.00	1130	\$791.00	1130	\$791.00	100
<b>Totals</b>					<b>\$138,087.00</b>		<b>\$156,020.30</b>		<b>\$156,020.30</b>	

**SECTION B.5**

**CHANGE ORDER # 2**

Project No. 14062 Date: 12/1/2014  
Contract No. N/A Agreement Date: 10/9/2014  
CONTRACT TITLE: Everest Road Reconstruction Original Price: \$ 138,687  
OWNER: Town of Milton  
CONTRACTOR: Ormand Bushey & Son's Inc.

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

**DESCRIPTION:**

Balancing change order required for final completion. The final price increased to \$156,020.30 due to greater than expected common excavation of unsuitable materials and gravel subbase replacement.

**JUSTIFICATION:**

Leaving the unsuitable material in place could result in shortened pavement and roadway life and increase the probability of another failure.

**PRICE:** This C.O.<sup>(1)</sup> will (not change/increase/decrease) the Contract Price By: \$ 17,333.30  
Current Contract Price per most recent C.O.: \$ 138,687.00  
The new Contract Price including this C.O. is: \$ 156,020.30

**TIME:** Calendar Days as per most recent C.O.: Current Contract Days 0  
This C.O. will (not change/increase/decrease) the Contract Calendar Days by: Days N/A  
The new Contract Calendar Days including this C.O. is: Days 0  
The new Contract Completion Date is, therefore: November 15th, 2014 Days N/A

The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this C.O. Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional compensation or time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

**REQUESTED BY:** Roger Hunt, Town of Milton, Public Works Director

**SIGNATURES/APPROVALS:**

Recommended By: \_\_\_\_\_  
(Engineer) *G. J. Hunt*

Accepted By: \_\_\_\_\_  
(Contractor) *Sturmonway*

Ordered By: \_\_\_\_\_  
(Owner)

**CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE OF WORK**

CONTRACT NO. 1409 AGREEMENT DATE 10/09/2014

CONTRACT DESCRIPTION:  
Everest Road Reconstruction

Notice to Proceed Date of Issuance: 10/06/2014

Completion Date per Agreement and Change Orders # 1 thru 2 : 10/31/2014

**FINAL CERTIFICATION OF CONTRACTOR**

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated Nov. 20, 2014, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

Nov 20, 2014 DATE CONTRACTOR Ammond Bushby + Sons Inc

Signature [Signature]  
Title Treasurer

**FINAL CERTIFICATION OF ENGINEER**

I have reviewed the CONTRACTOR'S Final Payment Request dated 11/13/2014 and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Pay Estimate represents full compensation for the actual value of the WORK completed and that the WORK has been completed in accordance with the terms of the AGREEMENT and authorized changes.

11/20/2014 ENGINEER Roger Hunt

DATE Signature [Signature] Title Public Works Director  
Roger Hunt  
2014.11.20 14:00:10 -0500

**FINAL ACCEPTANCE OF OWNER**

I, as a representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$ \_\_\_\_\_

\_\_\_\_\_  
OWNER Authorized Representative

\_\_\_\_\_  
DATE

# **Chittenden County Regional Planning Commission Presentation**

**Charlie Baker, Executive Director of the Chittenden County  
Regional Planning Commission**

**Brian Palaia, Town Manager**

**FY2014 ANNUAL REPORT  
to the  
TOWN of MILTON**

The Chittenden County Regional Planning Commission (CCRPC) is a 29-member board consisting of one delegate from each of the County's 19 municipalities; four at-large members representing the interests of agriculture, environmental conservation, business, housing/socio-economic; and representatives from the Vermont Agency of Transportation (VTrans), Chittenden County Transportation Authority (CCTA), Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Burlington International Airport (BIA) and a rail representative.

The CCRPC appreciates the opportunity to work with its municipal members to plan appropriately for the region's future to protect the special quality of life that is shared throughout Chittenden County. The CCRPC is a cooperative regional forum for the development of policies, plans and programs that address regional planning issues and opportunities in Chittenden County. The CCRPC serves as the region's federally designated metropolitan planning organization and is responsible to all citizens of the region to ensure the implementation of the best transportation plan for Chittenden County. The CCRPC also provides technical and planning assistance to its member municipalities and VTrans.

In FY15, the CCRPC will invest more than \$5 million dollars in regional land use, transportation, emergency management, energy, natural resource, public engagement, training, and technical assistance. The program leverages \$4.5 million in federal and state investment with \$240,000 in municipal dues and another \$275,000 in local match for specific projects—a **9:1 return on investment**.

The next pages are divided into two sections: Town of Milton activities and Regional activities.

#### **TOWN of MILTON ACTIVITIES**

In FY2014, the CCRPC provided the following assistance to the Town of Milton:

- Population forecasts - Provided estimates of future population consistent with past trends and the ECOS growth strategy.
- LEOP - Offered assistance with the local emergency operations plan (LEOP) and provided all pertinent emergency planning, training, and grant opportunities.
- Staff assisted with information and details regarding new rules for Emergency Relief and Assistance Fund (ERAF) and flood resiliency planning requirements.
- Provided ongoing staff support to the Chittenden County Stream Team (<http://www.ccstreamteam.org>) and the Chittenden County Regional Stormwater Education Program (<http://www.smartwaterways.org>) to facilitate multi-municipal cooperation to comply with EPA stormwater permit requirements for Public Participation and Involvement.
- Developed the Milton Map Viewer – <http://map.ccrpcvt.org/MiltonMapviewer>

- Assisted with implementation of the Lake Champlain Byways program and facilities (<http://www.lakechamplainbyway.com/>).

The CCRPC provided the following transportation assistance to the Town of Milton:

- Traffic Counts
  - Intersections: <http://www.ccrpcvt.org/data/traffic.php?town=MILTON&yrs=A&year=2013&count=TM>
  - Roadways (AADT): <http://www.ccrpcvt.org/data/traffic.php?town=MILTON&yrs=A&year=2013&count=ATR>
  - Bicycle & Pedestrian: <http://www.ccmpto.us/data/bikeped/>

*Transportation Improvement Program (TIP – projects included in the State’s Four Year Construction Program)*

- US 7/Middle Road/Railroad Street
  - \$4.6 million for intersection reconstruction
- McMullen Road Sidewalk Improvement Project
  - \$423,000 Bicycle/Pedestrian award
- US 2/Bear Trap Road (TH40)
  - \$70,000 for new roadway delineation and dynamic warning signs

*Scoping*

- I-89 Exit 17 Interchange Scoping Study
- US 7/Middle Road/Railroad Street Scoping Study
- Milton Sidewalk Scoping Study – Project underway

*Corridor Studies*

- Milton US 7 Corridor Plan – Project underway

*Transportation Demand Management*

- Regional Transportation Demand Management pilot project (Go! Chittenden County) with local and regional transportation partners including:
  - Expansion of TDM services through Campus Area TMA (CATMA) – Project underway
  - Bike commuter workshops and walk/bike site assessments by Local Motion – Project underway

## REGIONAL ACTIVITIES

- **ECOS Plan Annual Report** – The ECOS Plan’s first annual report on progress was made in January and can be found at [ecosproject.com](http://ecosproject.com). The ECOS Plan is the combined Regional Plan, Transportation Plan, and Comprehensive Economic Development Strategy for Chittenden County.

- **Emergency Management** – The CCRPC assists all municipalities with updating basic emergency operations plans (<http://www.ccrpcvt.org/em/>) and staffs Local Emergency Planning Committee 1 (LEPC 1) which consists of representatives from businesses, local government, emergency response organizations and citizen groups of Chittenden County municipalities <http://www.ccrpcvt.org/em/lepc/>.
- **Regional Energy and Climate Action Planning** – The CCRPC Board adopted the Chittenden County Regional Climate Action Guide in May 2014. <http://www.ccrpcvt.org/2014/03/climate-action-guide/>
- **Transportation Improvement Program** – The Federal Fiscal Year TIP for 2015 through 2018 was adopted by the CCRPC at its July 16, 2014 meeting (<http://www.ccrpcvt.org/tip>). The TIP is a prioritized, multi-year list of transportation projects in Chittenden County. To receive federal funds, each transportation project, program or operation must be authorized through the TIP. The FY15-FY18 TIP includes nearly \$240 million in federal dollars for transportation projects within the county.
- **CIRC Highway Alternatives Task Force** – CCRPC staff, VTrans and the “CIRC Communities” (Colchester, Essex, Essex Junction, and Williston) completed a series of projects and planning activities which will aid in meeting the original Purpose and Need of the CIRC Highway Project, which broadly stated are mobility, congestion, transportation demand, safety, livability, and economic development. (<http://www.circtaskforce.org/>)
- **Transportation Demand Management** – The CCRPC, along with regional and state partners, launched **Go! Chittenden County**, a one-stop-shop for information and advice about our region’s transportation resources ([www.gochittendencounty.org](http://www.gochittendencounty.org)). The CCRPC participated in the 11<sup>th</sup> annual **Way to Go! Commuter Challenge** ([www.waytogovt.org](http://www.waytogovt.org)) the week of May 12-16 to encourage alternative transportation (non-single occupant vehicle travel) and demonstrate the environmental and financial benefits. Work also began on updating the regional **Intelligent Transportation System Plan** which describes how to best use telecommunications and computing technology to boost the efficiency of roadway, transit and emergency and maintenance vehicle response systems, and provide timely information on travel options.
- **Diversity & Equity** – The CCRPC graduated its first class of participants from “Leadership for People of Color,” a leadership development program designed to prepare participants to become more actively involved in the decisions that impact our community. The CCRPC is updating the **Public Participation Plan**, which is focused on diversity and equity, and a public hearing is planned for October 2014.
- **Regional Technical Assistance** – Includes GIS mapping, model municipal plans, bylaw and ordinance revisions, Act 250 application reviews, grant administration, build-out analyses, orthoimagery acquisition, and improving the VT Online Bridge and Culvert Inventory Tool (<http://www.vtculverts.org/>). The CCRPC also provides Transportation Technical Assistance, Scoping and Corridor Study programs to help individual communities address their transportation issues. Regionally significant projects in 2013 included: the Railyard Enterprise Project and North Avenue Corridor Study (Burlington); I-89 Exit 17 (Colchester); Exit 12/Grid Streets and VT 2A/Industrial Avenue to James Brown Drive (Williston); VT 116 Corridor Study

(Hinesburg) and Park & Ride Planning in Williston, Essex, Jericho, Underhill and Colchester.

- **Education & Training** – The CCRPC provided training on State Designation Programs and Affordable Housing. With local and state partners the CCRPC hosted the statewide 2014 Walk/Bike Summit in Burlington, attracting more than 200 participants. The CCRPC also continued hosting meetings and online webinars open to municipalities and regional partners covering topics such as Street Design for Form-Based Codes, Emerald Ash Borer, Innovative Tools to Measure Access to Opportunity, Strategies to Enable Winter Cycling and Walking, America’s Changing Demographics, NACTO Urban Design Guide, Green Parking, Sustainable Urban Mobility and Placemaking, VOBCIT/VTCulverts (<http://www.vtculverts.org/>), iPads in Public Works, Public Works Winter Forum and more.
- **Neighbor Rides** -- Nationally, one in five seniors aged 65 and older does not drive due to poor health, limited mobility, safety concerns or lack of access to a personal vehicle. Within Chittenden County, research done by UVM medical students found that among seniors who have limited or no access to a personal vehicle, 40% have difficulty getting to important daily activities and 69% sometimes or always delay their medical appointments due to transportation challenges. To help address this issue, the CCRPC is partnering with the United Way of Chittenden County, Champlain Valley Agency on Aging, SSTA, CCTA, Fanny Allen Foundation, FAHC, UVM Center on Aging, and the Department of Vermont Health Access to implement the Neighbor Rides program. Since spring 2013, Neighbor Rides partners have been integrating volunteer drivers into human services transportation to add to the fleet of contracted vans and sedans in order to increase access to transportation for seniors and persons with disabilities by offering a lower-cost mode of transport. <http://www.unitedwaycc.org/volunteer/neighbor-rides-2/>

#### **Town of Milton Representatives to the CCRPC**

- CCRPC representative – Lou Mossey
- CCRPC alternate – vacant
- Transportation Advisory Committee (TAC) – Roger Hunt
- Planning Advisory Committee (PAC) – Katherine Sonnicks

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For further information about the CCRPC please visit <http://www.ccrpcvt.org/> or contact CCRPC Executive Director, Charlie Baker, [cbaker@ccrpcvt.org](mailto:cbaker@ccrpcvt.org), 802-846-4490 x23.

# Memorandum

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**To:** Selectboard

**From:** Brian Palaia

**Date:** 12/1/2014

**Re:** **Water Storage Facility Plaque-Dedication Request**

---

The Town has a plaque and memorial installation policy that requires that the Selectboard give approval for any dedication of someone's name on Town property. Champlain Water District is proposing an installation near the water towers at the former Water Plant in honor of George Nelson, long time Water Commissioner for Champlain Water District. We request a motion approving the dedication for George Nelson at the former Water Plant.

CHAMPLAIN WATER DISTRICT

Peter L. Jacob  
Water Treatment  
Facility

Dedicated August 7, 1993

SOUTH BURLINGTON WATER DEPARTMENT

Open Monday-Friday ~ 7:00am-3:30pm

**DESIGN SIGNS**  
 35 Batchelder Street  
 BURLINGTON, VT 05401

**(802) 863-6045**

# Signage Proposal

CLIENT <b>Paul Tice</b>	
ADDRESS	
PHONE	
DATE ORDERED	COMPLETION DATE
<input type="checkbox"/> PICK - UP	<input type="checkbox"/> DELIVER <input type="checkbox"/> INSTALLATION
DELIVER TO	

TO:  
 Champlain Water District  
 Queen City Park Road  
 So. Burlington, VT 05403

## Specifications

QTY.	SIZE			SIGN TYPE (SINGLE SIDED - SS DOUBLE SIDED - DS)	MATERIAL	LETTERS		AMOUNT
	W	H	D			SIZE	STYLE	
1	4'	2 1/2'	2"	SS Sandblasted Redwood panel, with Gold leaf letters				\$958.00
2	X	X		sets posts and brackets, cut and stained				200.00
	X	X		Installation of this sign				110.00
	X	X						

DESCRIPTION: Sandblasted 2" redwood panel, as shown in our drawing #2007.

Option: same sign with raised painted letters instead of raised Gold leaf letters will be \$734.00

WE PROPOSE hereby to furnish signage - complete in accordance with the above specifications, for the sum of:

dollars (\$ 1268.<sup>00</sup> ).

Payment to be made as follows:

Fifty percent deposit with balance due within 15 days of completion

## Terms & Conditions

**SKETCH DEPOSIT:** The sketch deposit covers minimal costs involved in developing a concept. It does not cover the actual purchase of a custom design, which would be figured at an hourly rate, with a quoted minimum price. The sketch remains the property of the designer.

PRICE QUOTATION GOOD FOR 60 DAYS.

PRICES as indicated above, are minimum estimates for art or sign work only. Photostats, typography, photographs, overtime, changes and/or time additions, delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein.

FINISHED art, mechanicals, and signs will be released for use by the client only. Mechanicals, original art, sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client, unless otherwise shown.

SPECIAL conditions on client's purchase orders in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on his purchase order or not.

IF UNUSUAL DIGGING conditions (ie: ledge, water, etc.) are encountered in ground installation, this contract is binding; however, an additional cost based on our labor, plus 10 % on sub-contract labor and materials, will be added to the above price.

THE CLIENT agrees to pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of 1.5 % interest for every month after the first 30 days.

Quoted By John A. Hays Date 7-6-93

## Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work above as specified. Payment will be made as outlined above.

Signature [Signature] Date 7/6/93

# POLICY

# 07

**To:** Selectboard, Town Staff  
**From:** Sanford I. Miller, Town Manager  
**Re:** Plaque and Memorial Installation Policy  
**Date:** September 14, 2007

---

## **EFFECTIVE DATE - Immediately**

**Purpose:** The Selectboard has recently become aware of the fact that, over the years, some individuals and organizations have erected monuments and plaques at one or more locations on Town property without the prior knowledge or approval of the Selectboard. The Selectboard is ultimately responsible for all Town property and such responsibility extends to the naming of any and all components of Town property. In order to clarify the process by which monuments and plaques may be erected, the Selectboard adopts the following policy.

**Statement:** Only the Selectboard of the Town of Milton has the authority and responsibility to name and commemorate Town property. The process which shall be followed to consider naming or commemorating Town property is as follows:

1. Individuals or organizations (hereafter "interested party"), wishing to provide any item, monument, plaque or similar item for installation on Town property shall:
  - a. Present a drawing or facsimile of same to the Town Manager.
  - b. Present a written, signed, request explaining the reason(s) why the naming or commemoration is requested. If an organization is making the request, the information must be presented on letterhead and signed by a duly authorized officer of the organization with information on when the organization's governing body authorized the request.
2. Upon receiving complete information as described above, the Town Manager (or designee) shall review the request and, within a reasonable amount of time, taking into consideration the other duties of Town Staff, shall present the request, along with a Staff recommendation, to the Milton Selectboard.
3. The Selectboard may accept, reject or modify the proposed installation, as it sees fit. Following a determination by the Selectboard, the Town Manager will communicate the decision to the interested party. The Selectboard's determination will be made at a duly constituted meeting, open to the public, and such decision shall be final.

4. The Town Manager (or designee) will make arrangements for the appropriate installation of the approved item. The decision regarding installation shall be made by the Town Manager (or designee), and such decision shall be final.
  - a. The installation may be performed by Town Staff. The interested party shall pay for all costs associated with the installation.
  - b. Alternatively, the Town Manager may negotiate to have the interested party arrange for the installation at their expense. If the installation is performed by the interested party, the interested party shall hold the Town harmless for any liability, damage or injury committed during the installation process and proof of such shall be provided in a form acceptable to the Town.
5. After adoption of this policy, any item subsequently installed on Town property without prior authorization by the Milton Selectboard or installed in a manner not approved by the Town Manager, as provided for herein, shall be subject to immediate removal. Items installed prior to this policy are discussed in the next section.
  - a. Town Staff will make a reasonable attempt to contact the individual or organization which may be responsible for the previously unauthorized installation in order to arrange a return of the removed item.
  - b. The Town shall not be responsible for the condition of any item removed pursuant to this policy.
  - c. If the Town is unable to contact an individual or organization responsible for the unauthorized installation of any item, the Town reserves the right to dispose of the item at its sole discretion.

**Items Installed Prior to this Policy and Without Prior Approval by the Selectboard:**

This section shall pertain to plaques, memorials or other objects which have been erected prior to this policy and without prior approval by the Milton Selectboard. In recognition of the fact that some plaques and other monuments may have installed "in memoriam", the Selectboard is desirous of being respectful of such events which pre-date this policy.

Upon adoption of this Policy, the Town Manager is directed to perform an inventory of such items and structures and provide a comprehensive report to the Selectboard within six months of the adoption of this policy. The Selectboard may:

1. Choose to direct Town Staff to contact the individuals or organizations who may be responsible for the unauthorized installation. If the Selectboard so directs, the individuals or organizations will be permitted to request approval for the installation retroactively pursuant to the above process.
2. Consider whether or not to "grandfather" one or more of these items as a pre-existing condition.
3. In instances where an installation is objectionable for any reason, the Selectboard may direct Staff to remove the object. The Selectboard's determination in this matter shall be final.

- 4. In regards to items which are not "in memoriam", the Selectboard may direct Staff to remove the items and, when possible, return them to the individual or organization who placed the item on Town property without proper authorization, or, if the individual or organization cannot be contacted, dispose of the item at the Town's sole discretion.

POLICY:

The Milton Select Board, acting in regular session on September 17, 2007 voted in favor of the following;

"Voted in favor of the Plaque and Memorial Installation Policy 07, as outlined above.

Further that this referenced Policy shall be part of the permanent record by attachment of the same to the Minutes of the aforementioned Meeting."

Date: September 17, 2007

Milton Selectboard:

*Mary D. Ford*  
*Rosana Skelton*  
*[Signature]*  
*Russ A. Mossey III*  
*J. Turner*

Filed with the Town Clerk

9 18 07

Signed:

*Loretta L. DeLuca*  
 Ass't. Clerk

# Memorandum

---

**To:** Selectboard

**From:** Brian Palaia

**Date:** 12/1/2014

**Re:** Request for \$2,500 Line of Credit with Amazon Corporate Credit Account

---

The Library would like to start ordering from Amazon.com because their prices are much lower than any other vendor, particularly for DVDs. To purchase from Amazon a credit/debit card is necessary. The work-around is to open an Amazon Corporate Credit line that allows you to pay for items at checkout with the credit line and then pay the credit line off with Purchase Orders. There are no taxes or fees associated. The total amount of the credit line is determined based on expected usage. It is quite common for libraries to use Amazon for purchases. The Library estimates they would need a monthly credit line of \$1,500.

Right now several Town staff are also making some small purchases on Amazon due to the lower prices, using the Town's business card or purchasing items and submitting for reimbursement. It would be much easier to create purchase orders and track purchases if the Town also had a line of credit. The Town has in the past found Amazon to have competitive pricing but has reimbursed employees for purchases rather than ordering direct through a central account. Given that we reached our credit limit on the Town's business card recently, it would be ideal if the Town also had a credit line of \$1,000, for a total credit line of \$2,500.

A motion approving a line of credit not to exceed \$2,500 with Amazon is requested.



# Resolution

TOWN OF MILTON

## Request for \$2,500 Line of Credit with Amazon Corporate Credit Account

**WHEREAS**, the Selectboard of the Town of Milton oversees the credit limits for the Town; and,

**WHEREAS**, the Library and Town staff would like to regularly place orders with Amazon due to better pricing.

**THEREFORE, BE IT RESOLVED**, that the Selectboard of the Town of Milton authorizes a \$2,500 line of credit with Amazon Corporate Credit Account.

**Dated at Milton, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2014**

### MILTON SELECTBOARD

\_\_\_\_\_  
Darren Adams, Chairperson

\_\_\_\_\_  
John Gifford, Vice-Chairperson

\_\_\_\_\_  
John Bartlett, Clerk

\_\_\_\_\_  
Brenda Steady

\_\_\_\_\_  
Stuart King

**Filed with the Milton Town Clerk's Office this \_\_\_\_\_ day of \_\_\_\_\_, 2014**

**Attest:** \_\_\_\_\_

Milton Assistant Town Clerk

## Amazon.com Corporate Credit Line

- 1 Place orders by **Purchase Order**
- 2 Receive detailed **Statement level invoices**
- 3 **No Annual Fee**



Ideal for libraries, schools, government institutions, and businesses, Amazon.com Corporate Credit Lines offer expanded user and management options - authorize multiple buyers on a single account, download order history reports, and pay by purchase order. The Amazon.com Corporate Credit Line offers easy-to-understand statements and no annual fee.

### Already have a credit line?

View statements, print invoices, or make a payment:

[Manage your account online](#)

[Read more about corporate credit line](#)



### Not a Business?

Apply for the Amazon.com Store Card

[Apply now](#)

### Choose the credit line that fits your business.

Pay-In-Full Credit Line	Revolving Credit Line
<ul style="list-style-type: none"> <li>• Net 55 day billing terms to pay-in-full with no interest</li> <li>• Setup primary and secondary accounts for multiple purchasers</li> <li>• Dedicated Account Manager</li> </ul> <p><a href="#">Apply for Pay-in-Full Credit Line</a></p> <p>For <b>libraries, schools, government institutions, and large-size businesses</b> that pay-in-full each month</p> <p>If you have questions about the pay-in-full credit line, call Synchrony Bank customer service at 1-866-712-3175 from 7:00 am to 6:00 pm CST, Monday to Friday</p>	<ul style="list-style-type: none"> <li>• Make minimum payments or pay in full monthly</li> <li>• 12.99% Purchase APR*</li> <li>• Option to apply as a personal guarantor to build business credit</li> <li>• 24/7 Customer Service</li> </ul> <p><a href="#">Apply for Revolving Credit Line</a></p> <p>For <b>small- to medium-size businesses</b> that want the option to make minimum monthly payments</p> <p>If you have questions about the revolving credit line, call Synchrony Bank customer service at 1-866-712-3174, available 24 hours a day, 7 days a week</p>

\*Amazon.com Corporate Revolving Credit Line Account. For new accounts APR is 12.99%. If you are charged interest, the minimum interest charge is \$1.00.

The Amazon.com Corporate Credit Line is issued by Synchrony Bank.

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## Corporate Account Pay-in-Full Credit Line

Welcome to the Amazon.com Online Credit Center operated by Synchrony Bank, the issuer of your Amazon.com Corporate Account Pay-in-Full Credit Line:

- **best for libraries, schools, government institutions**
- **may be better for large corporations**
- **requires you to pay each statement in full**

Please complete the form below.

### About Your Organization or Business

Business or Organization Full

Legal Name:

Doing Business As Name  
(if different than legal name):

Street Address:

Street address required. No Post Office Boxes.

City:

State:

Zip:

Main Business Phone:

-

-

Ext

Billing Contact:

Year Business  
Started:

Total Number of  
Employees:

Estimated Monthly Purchase  
Volume with Amazon.com:

Tax ID or (FEIN) Number:

9-digit number

Billing Address if Different  
From Above:

e.g. 1234 Main Street

e.g. Suite 1A

City:

State:

Zip:

Main Business Phone:

-

-

Ext

Parent Organization Name if  
Applicable:

Street Address:

Street address required. No Post Office Boxes.

City:

State:

Zip:

Main Business Phone:

-

-

Ext

**Authorization** You must be an authorized representative of the business or organization with authority to enter into contractual agreements.

Authorized Representative Name:

Title:

**Agreement** Please check both boxes below to proceed with this application.

- I Agree to the Terms and Conditions of this application. The Terms and Conditions can be printed by clicking [here](#).
- I'm an authorized representative of the organization with authority to enter into contractual agreements .

**THE KEY CREDIT TERMS OF THE AMAZON.COM  
CORPORATE ACCOUNT PAY-IN-FULL CREDIT LINE ACCOUNT  
ARE AS FOLLOWS:**

**PAYMENT DUE IN FULL EACH BILLING PERIOD**

**LATE PAYMENT FEE**

2% per month (annualized rate 24%)

**METHOD OF COMPUTING LATE PAYMENT FEE**

Adjusted Balance — Late Payment Fee is only imposed on past due amount

**Returned Check Fee:** \$29.

By clicking 'Accept and Submit' on behalf of your business, you are applying for an Amazon.com Corporate Account Pay-in-Full Credit Line Account and you agree that:

- You represent that your business is a valid business entity, all purchases made on this Account, if approved, will be for business purposes and not for personal, family or household use and you are an authorized representative of the business with authority to enter into contractual agreements to borrow money.
- On behalf of the business, you understand that the Amazon.com Corporate Account Pay-in-Full Credit Line Account will govern the Account and that the applicable Agreement will be provided to you upon approval of the Application. You can review the full agreement by clicking on the Terms and Conditions link above. The Amazon.com Corporate Account Pay-in-Full Credit Line Account Agreement is governed by federal and Utah Law.
- You consent to Synchrony Bank and any other owner or servicer of the Account contacting you about the Account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when calling you, even if you are charged for the call under your phone plan.
- You authorize us and our assignees to obtain information about you personally for purposes of updates, renewals or extensions of credit granted as a result of this Application, or in receiving or collecting the Account. You also understand that credit on this Account, once approved, will be extended by Synchrony Bank and that there is no binding contract between us until your Application is approved.
- Federal Law requires us to obtain, verify and record information that identifies you when you open an account. We will use your name, address taxpayer ID# and other information for this purpose.

 Your security is important to us and we take great care to protect your information. We protect your information by using 128 bit secure socket layer technology.

**Accept & Submit**

# Memorandum

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**To:** Selectboard

**From:** Brian Palaia

**Date:** 12/1/2014

**Re:** Vermont Community Development Grant Agreement

---

The Town of Milton was awarded a Vermont Community Development Program (VCDP) Grant of \$875,500 to assist Champlain Housing Trust to continue its regional Housing Rehab Revolving Loan Fund in Chittenden, Franklin and Grand Isle Counties.

The Town will sub-grant the VCDP funds to the Champlain Housing Trust. This funding will provide up to 50 rehab loans and counseling services for up to 800 households. The residential rehabilitation loans help homeowners who otherwise would not be eligible or could not afford conventional bank financing. The loans allow them to make needed life and safety repairs and energy efficiency improvements.

In order to begin the activities associated with the grant, the State of Vermont and VCDP are asking us to sign a Grant Agreement Offer, Sub-Grant Agreement, and Administrative Services agreement.

## VCDP SUBGRANT AGREEMENT - NCDO

This Subgrant Agreement, by and between the Town of Milton, Vermont (Grantee) and Champlain Housing Trust (Subgrantee), an affordable housing nonprofit, with its principal place of business at 88 King Street, Burlington, Vermont is effective this \_\_\_\_\_ day of 2014, the first day on which all parties hereto have executed it.

### PART I DEFINITIONS

A) As used in this document, the words and phrases set forth below shall have the following meanings:

- 1) "**Agency**" means Vermont Agency of Commerce and Community Development.
- 2) "**Agency Procedures**" means the procedures of the Agency described as Agency Procedures for the Vermont Community Development Program, as they may be amended from time to time. A copy may be found in the VCDP Grants Management Guide; users are encouraged to consult VCDP staff for current language.
- 3) "**Borrower**" means an owner of owner-occupied property who receives a loan from the Champlain Housing Loan Fund to be established pursuant to this Grant.
- 4) "**Coverage Area**" means the City of Winooski (Grantee) and the municipalities in Chittenden, Franklin and Grand Isle counties, excluding the City of Burlington.
- 5) "**Grant**" means the Vermont Community Development Program grant awarded to the City of Winooski, the terms of which are reflected in the Grant Agreement.
- 6) "**Grant Agreement**" means Grant Agreement # 07110-SS-2013-Milton-00006 between Grantee and the State of Vermont, Agency of Commerce and Community Development, including all attachments and amendments thereto.
- 7) "**HUD**" means the U.S. Department of Housing and Urban Development.
- 8) "**Grantee**" means the City of Winooski, which has authority and responsibility for the administration and implementation of the project described in the Grant Agreement.
- 9) "**Net Unrestricted Revenue (Net UR)**" means the balance of Unrestricted Revenue after the allowance of 20% of the UR for Program Management and General Administration.
- 10) "**NCDO**" means the Non-profit Community Development Organization designated by the legislative body of each of the Grantees to establish and manage the Champlain Housing Loan Fund on behalf of Grantees.
- 11) "**Project**" means the project as described in Attachment B of the Grant Agreement.
- 12) "**Secretary**" means the Secretary of the Agency.
- 13) "**Subgrant Agreement**" means this Agreement between Grantee and Subgrantee.
- 14) "**Subgrantee**" means Champlain Housing Trust, Inc.

15) “**Subrecipient**” means a homeowner that borrows money from the Champlain Housing Trust’s Champlain Housing Loan Fund revolving loan fund established under this Grant.

16) “**Unrestricted Revenue (UR)**” means all gross income, including loan repayments and interest income, directly generated by the VCDP grant funds and received by Subgrantee, including gross income resulting from all subsequent generation loans.

17) “**VCDP**” means the Vermont Community Development Program.

## **PART II COVERAGE AREA**

A) Subgrantee shall serve all municipalities in the Coverage Area defined above.

B) The borrower may be located in a municipality different from the Grantee. All documents related to a VCDP grant that must be filed in land records are filed in the land records of the municipality in which the principal place of business, or the particular aided enterprise, of the borrower is located.

## **PART III CONSIDERATION AND INCORPORATION OF GRANT AGREEMENT**

A) Grantees make this subgrant to Subgrantee pursuant to, and as consideration for Subgrantee’s activities as set forth in, the Grant Agreement, which is incorporated herein by reference, and a copy of which Subgrantee and each Grantee maintain in their respective files. Specifically, as consideration for this subgrant, Subgrantee shall establish and manage the Champlain Housing Loan Fund revolving loan fund on behalf of the Grantees; comply with the applicable provisions of *Agency Procedures*, Chapter 22; make loans and grants for the purposes set forth in the Grant Agreement; and deposit in the Champlain Housing Loan Fund revolving loan fund all repayments of loans made by the Champlain Housing Trust or the Champlain Housing Loan Fund revolving loan fund, which shall be classified as Unrestricted Revenue.

## **PART IV SURVIVAL OF THIS SUBGRANT AGREEMENT**

A) This Subgrant Agreement shall survive the closing contemplated hereunder, and all obligations pursuant to this Agreement of each party hereto shall continue until the Agency has determined that the National Objective has been achieved.

## **PART V PURPOSE OF THE SUBGRANT**

A) The purpose of this Subgrant shall be to support the project and the achievement of the National Objective, as described in Attachment B of the Grant Agreement. The proceeds of this Subgrant shall be used solely for Subgrantee’s specific activities in connection with the Grant.

## **PART VI TERMS OF THE SUBGRANT**

A) This Subgrant is in the amount of \$875,000.

B) The Subgrantee stands in the shoes of each Grantee and therefore all requirements of federal and state laws, regulations and procedures that apply to the Grantees also apply to the Subgrantee.

C) If the Agency determines and informs Grantees in writing that Subgrantee has not achieved the National Objective and has little likelihood of doing so, and that therefore Grantees may be required to

reimburse the Agency for all or a portion of the Grant funds, Grantees may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

#### **PART VII GRANTEES' COVENANTS**

A) **SUBGRANT:** Grantees shall, in accordance with the terms and conditions of the Grant Agreement, make this Subgrant to Subgrantee.

B) **DISBURSEMENTS:** Disbursements shall be made up to the subgrant maximum, upon request by Subgrantee, outlining the purposes for which the funds shall be used, so long as the request is in accordance with applicable federal and State law, regulation and procedure, and the Grant Agreement.

C) **PAYMENTS BY GRANTEE:** Grantees shall have the right, in Grantees' sole discretion, to make payments to protect this Subgrant. All such payments shall be added to the principal of this Subgrant, and interest at the market rate for a conventional 30-year mortgage at the time any Grantee makes the first payment shall accrue thereon from the date a Grantee makes the first or any subsequent payment. At a minimum, all of Grantees' payments to protect this subgrant shall be payable by Subgrantee, to each Grantee in the amount of payment that particular Grantee made, plus all accrued interest thereon, under terms that Grantees, acting through the Lead Grantee, may impose unilaterally without the concurrence of Subgrantee.

#### **PART VIII SUBGRANTEE'S REPRESENTATIONS**

A) **VERMONT BUSINESS:** Subgrantee represents that, as of the date of execution of this Agreement, Subgrantee has provided Grantee with a copy of Subgrantee's currently effective certificate of authority to do business in the State of Vermont as a public or private non-profit entity.

B) **DESIGNATION OF NCDO:** Subgrantee represents that the legislative body of each prior grantee of the coverage area has designated Subgrantee as the NCDO to establish and manage the Champlain Housing Loan Fund revolving loan fund, and has provided the Agency with a copy of each such Resolution to Designate a Non-profit Community Development Organization. Subgrantee has provided the Grantee with a copy of the Agency's Certification of Subgrantee as a Non-profit Community Development Organization.

C) **CERTIFICATIONS:** Subgrantee hereby makes the following additional certifications, in form satisfactory to Lead Grantee, that, as of the date of execution of this Agreement:

- 1) Subgrantee is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes, to the extent Subgrantee is taxable;
- 2) Subgrantee is current on or is in full compliance with a plan to pay, any and all debt financing;
- 3) there are no liens, judgments or other encumbrances, other than those recorded in the land records of the appropriate municipality, or disclosed to the Agency prior to execution of the Grant Agreement; and
- 4) Subgrantee's representations with respect to the financial and operational aspects of its business in the written documents previously provided to the Grantee remain accurate and not misleading.

D) AGENCY CERTIFICATION AS A NON-PROFIT COMMUNITY DEVELOPMENT

ORGANIZATION: Subgrantee represents that it has provided each Grantee with a copy of the Agency's Certification of Subgrantee as a Non-profit Community Development Organization.

**PART IX SUBGRANTEE'S COVENANTS**

A) NATIONAL OBJECTIVE: Subgrantee commits to achieve the National Objective set forth in Attachment B of the Grant Agreement, and in order to do so shall secure the commitment of each Borrower from the Champlain Housing Loan Fund revolving loan fund to achieve Borrower's share of the National Objective. Subgrantee shall maintain documentation as may be required by the Grant Agreement and otherwise necessary to clearly demonstrate that the project as a whole has achieved the National Objective.

B) PERMITS: Subgrantee shall require that each Borrower from the Champlain Housing Loan Fund revolving loan fund identify and secure all federal, state and local permits that are necessary for Borrower's project. Subgrantee shall require each Borrower to secure all permits needed to commence activity before disbursement of any loan proceeds, and shall require each Borrower to comply with all restrictions related to the disbursement of funds imposed by agencies issuing permits.

C) EMPLOYMENT AGREEMENT: Subgrantee shall enter into and comply with the terms of an Employment Agreement if required of Grantee by the Grant Agreement.

D) GRANTEE MAY REQUIRE SUBGRANTEE TO PROVIDE ANNUAL REPORT OF

UNRESTRICTED REVENUE: Subgrantee shall report to Grantee the total Unrestricted Revenue received by the Champlain Housing Loan Fund revolving loan fund within 15 days of such request.

E) FINAL PROGRAM REPORT: Subgrantee shall submit for inclusion in the Final Program Report required under Standard Provision XVII of the Grant Agreement, Monitoring and Reporting, an accounting of the total loan repayments and investment income received by the Champlain Housing Loan Fund revolving loan fund during the term of the Grant Agreement, which ends at the Completion Date.

G) OTHER LIENS AND ENCUMBRANCES: Subgrantee shall use no proceeds of this Subgrant to discharge any lien or other encumbrance.

**PART X PASS THROUGH PROVISIONS**

A) In addition to binding Subgrantee, the following provisions shall be included in all contracts between Subgrantee and any other contractor related to the project, and shall bind all such other contractors:

B) CONFLICT OF INTEREST: Subgrantee agrees to comply with the requirements of Section XV of the Grant Agreement and *Agency Procedures*, Chapter 9 and Chapter 10, Section 10.3.

1) In addition, in order to avoid both a conflict of interest and the appearance of undue influence, no officer of Subgrantee nor any member of Subgrantee's Board of Directors, employed by any Grantee, or holding any elective or appointive office in any Grantee, shall participate in any discussions with any Grantee decision makers or attend any public hearing concerning, vote upon or take any action with respect to any matter involving this Agreement or the Project, for the longer period of:

- a) from the date of execution of this Agreement until five years after the Completion Date set forth in the Grant Agreement, or
- b) while the loan is outstanding, or
- c) during the person's tenure with any Grantee and for one year thereafter.

2) No person described in the paragraph 1 of this section, or any person with whom such a person has family or business ties, may participate in a decision making process or gain inside information with regard to the activities funded by VCDP, obtain a financial interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, for the applicable time period set forth in paragraph 1.

3) A loan may be made by Subgrantee to an officer, director or employee of Grantee, Subgrantee, or a Subrecipient, but only if the prospective borrower is one of the low or moderate income persons intended to be the beneficiaries of the assisted activity, providing the loan will permit such prospective borrower to receive generally the same interest or benefit being made available or provided to the intended beneficiaries, and the prospective borrower engages in no activities prohibited by paragraph 1 of this section with respect to the prospective borrower's loan.

C) **RETENTION OF AND ACCESS TO RECORDS:** Subgrantee agrees to comply with the requirements of Section XX of the Grant Agreement and *Agency Procedures*, Chapter 3.

1) Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP shall be retained in accordance with *Agency Procedures*, Chapter 3.

2) Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee, Subgrantee and any subrecipients pertaining to the receipt and administration of Vermont Community Development Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

D) **EQUAL OPPORTUNITY:** Subgrantee agrees to comply with the requirements of Section XVI of the Grant Agreement, Title 21 V.S.A. Chapter 5, Subchapter 6 (495-495h), relating to fair employment practices, and Title 9 V.S.A. Chapter 139, Sections 4503 and 4504, relating to fair housing practices.

E) **INTERPRETATION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the laws of the United States of America, where applicable.

## **PART XI MISCELLANEOUS PROVISIONS**

A) **REVISIONS AND AMENDMENTS:** Revisions and amendments to this Subgrant Agreement shall only be made pursuant to Section XXV of the Grant Agreement. All amendments to this Subgrant Agreement shall be reduced to writing and shall be executed by all parties to the document. Subgrantee acknowledges that the Agency may require an amendment to this Agreement to ensure, or enhance the possibility of, Subgrantee's achieving the National Objective. A copy of any amendment to this document shall be submitted to the Agency for its approval prior to execution of the amendment. Any amendment to this Agreement shall survive the closing with respect thereto.

B) **ENVIRONMENTAL REVIEW:** Pursuant to Section VIII of the Grant Agreement, there shall be no

reimbursement using VCDP funds for any expenses incurred for activities commenced prior to the date the Agency issues the Notice of Release of Funds, unless such release of funds is specifically permitted by the Grant Agreement.

C) **PARAGRAPH TITLES:** The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

D) **NOTICE ADDRESSES:** Subgrantee and Grantee shall give one another notice pursuant to this Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

Grantee: Town of Milton  
43 Bombardier Road  
Milton, VT 05468

Subgrantee: Champlain Housing Trust, Inc.  
88 King Street  
Burlington, VT 05401

## **PART XII DEFAULT AND REMEDIES**

A) **DEFAULT:** The following events shall constitute events of default

- 1) failure to comply with all applicable provisions of the Grant Agreement;
- 2) failure to perform any obligations under this Subgrant Agreement.

B) **NOTICE OF DEFAULT:** Grantee shall give Subgrantee written notice of default.

C) **REMEDIES:** If a default has not been cured within 30 days from the date that written notice of such default is received by Subgrantee, Grantee invoke any remedy allowed by the Grant Agreement, this Subgrant Agreement, or by law.

D) **REMEDIES CUMULATIVE:** All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

E) **FORBEARANCE NOT A WAIVER:** Any forbearance by Grantee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

## **PART XIII TERMINATION**

A) **TERMINATION FOR CONVENIENCE:** The parties hereto may voluntarily terminate this Agreement in whole or in part when they agree to, under the provisions of Section XXII of the Grant Agreement.

B) **TERMINATION FOR CAUSE:** Grantees may terminate this Agreement for cause if they determine that Subgrantee has failed to substantially comply with the conditions of this Agreement or that the costs to be incurred will not produce benefits of comparable value, in accordance with the provisions of Section XXIII of the Grant Agreement. After an affirmative vote by the legislative body of City of Winooski Grantees to terminate this Subgrant in whole or in part, Grantee shall give Subgrantee reasonable notice and may withhold further payments or prohibit Subgrantee from

incurring further costs. Noncancellable obligations, properly incurred prior to termination, shall be payable, but Subgrantee shall incur no further obligations with respect to this Subgrant.

**PART XIV APPROVAL**

A) This Agreement, and all amendments hereto, must be approved by the Agency prior to execution. Performance hereunder is subject to and suspended until such approval has been obtained.

IN WITNESS WHEREOF this Subgrant Agreement is executed at the place and on the date noted for each party.

BY GRANTEE:

Town of Milton

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Place of execution

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

BY SUBGRANTEE:

\_\_\_\_\_  
Champlain Housing Trust, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Place of execution

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

State of Vermont  
Department of Housing and Community Development  
Deane C. Davis Building – 6<sup>th</sup> Floor [phone] 802-828-3211  
One National Life Drive  
Montpelier, VT 05620-0501

*Agency of Commerce and  
Community Development*

October 15, 2014

Brian Palaia, Town Manager  
Town of Milton  
43 Bombardier Road  
Milton, Vermont 05468-3205

RE: Town of Milton; 07110-SS-2013-Milton-00006  
Grant Agreement Offer

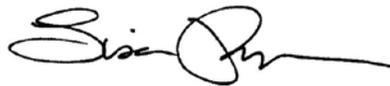
Dear Mr. Palaia:

Enclosed for your consideration is the Grant Agreement between the Town of Milton and this Agency. Please review the offer carefully. **Prior to signing the Grant Agreement your Legislative Body is required to adopt a resolution, Form PM-1 (enclosed). This form states the acceptance and responsibility of the terms and conditions of the Grant Agreement, designates the person with the overall responsibility, and authority to execute all appropriate documents.** If it is satisfactory, please sign the cover page and return it along with the signed PM-1 form for processing by November 4, 2014. The Commissioner will then sign it and a fully executed copy will be uploaded to the Agreement Documents node online. If you would like to revise your grant agreement, please contact me with your comments.

Before a request for funds can be processed, all requirements and special conditions as stated in the Grant Agreement must be satisfied. It is important to understand that some special conditions may have already been met, and if you have any questions in this regard please contact me. We recommend that you review the requirements set out in the Grants Management Guide, paying particular attention to **the chapter on Award Conditions and Executing Your Grant Agreement**, and that you review your Grant Agreement carefully for requirements that may not be in the checklist.

If you have any questions regarding the Grant Agreement please contact me at 828-1256.

Sincerely,



Lisa Ryan  
Community Development Specialist

LR:cmb  
Enclosures  
cc: Cheryl Read, CHT



VERMONT COMMUNITY DEVELOPMENT PROGRAM  
GRANT AGREEMENT  
between the  
STATE OF VERMONT  
AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT  
and the  
TOWN OF MILTON

**I. Grant Agreement.**

This Grant Agreement (the "Agreement") is between the State of Vermont, Agency of Commerce and Community Development (the "Agency"), and the Town of Milton, Vermont (the "Grantee") and shall be effective on the date signed by the Agency as indicated below. This Agreement consists of the provisions stated herein and the attachments itemized below, all of which are incorporated herein, and together constitute the entire agreement between the Agency and the Grantee with respect to the Vermont Community Development Program (the "VCDP") and no representations, inducements, promises or agreements not embodied herein shall be of any force or affect, unless the same are in writing in accordance with **Paragraph XXV** below.

*Should any ambiguity or conflict arise between the provisions of Attachment F: Standard State Provisions for Contracts and Grants and provisions of the Grant Agreement or any of its Attachments, the provisions in Attachment F: Standard State Provisions for Contracts and Grants shall control.*

- Attachment A - SPECIAL CONDITIONS
- Attachment B - DESCRIPTION OF ACTIVITIES AND BUDGET
- Attachment C - PERFORMANCE INDICATORS
- Attachment D - CERTIFICATIONS AND ASSURANCES
- Attachment E - EXECUTIVE SUMMARY
- Attachment F - STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS (September 2, 2014, version)

=====

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

AGENCY

GRANTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Noelle MacKay, Commissioner  
Department of Housing and  
Community Development

Brian Palaia, Town Manager  
Town of Milton

for:  
Patricia Moulton, Secretary  
Agency of Commerce and Community Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **II. Authority and Governing Law.**

- (A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the "Federal Act"). Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants through the Agency.
- (B) The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the "State Act"), has awarded VCDP funds for the purpose of supporting the Grantee's community development program.
- (C) This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not.

## **III. Description of Activities.**

The Grantee agrees to perform, or cause to be performed, the work specified in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).

## **IV. Period of Performance.**

The Term of this Agreement ("Period of Performance") shall commence on the date of execution by the Agency and terminate on the Completion Date set forth in Attachment A. All activities assisted with or required by this Agreement shall be completed by, and all non-general administration costs shall be obligated prior to, the Completion Date.

Notwithstanding the above, Grantee's obligations under Sections XVII (Monitoring and Reporting), XVIII (Audits), and XIX (Final Drawdown, Final Reports, and Completion Certificates) shall survive the termination of this Agreement.

Provisions governing the Agency's payment of project costs incurred prior to, during and after the Period of Performance are set out in Section VIII ("Program Costs") below.

## **V. Distribution of Grant Funds.**

In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms and conditions of this Agreement, the Agency shall disburse to the Grantee an amount not to exceed the total sum in VCDP funds set forth in SPECIAL CONDITIONS (Attachment A), and identified therein as "Total Award." Such Funds shall be used by the Grantee in accordance with this Agreement.

Further:

- (A) The Grantee shall provide for and document the expenditure of any amount set forth in SPECIAL CONDITIONS (Attachment A), and identified therein as "Other Resources." Such funds shall be used in accordance with the activities as listed in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).
- (B) It is expressly understood and agreed that in no event will the total funds provided by the Agency exceed the Total Award. Any additional funds required to complete the activities set forth in this Agreement will be the responsibility of the Grantee.
- (C) In the event VCDP funds are needed prior to their availability due to VCDP requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must be in compliance with VCDP requirements, most notably the environmental review process.
- (D) If the project's non-general administration budget comes in under budget, VCDP funds in an amount proportionate to the unused portion of the total budget (VCDP dollars

and Other Resources dollars) shall be returned to the Agency. Such amounts may not be reallocated to other Activities, notwithstanding the provisions of Section XXV(A)(1) of this Agreement. Project overruns will be the obligations of the Grantee, as set forth at Section V(B).

- (E) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of VCDP funds for General Administration must be maintained at the ratio currently set out in Attachment B of this Agreement, Project Budget.
- (F) The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Agency may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues. In no event shall this Agreement be construed as a commitment by the Agency to fund future applications and/or programs.

#### **VI. Indemnification.**

The Grantee will act in an independent capacity and not as officers or employees of the State. The Grantee shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Grantee or of any agent of the Grantee. The State shall notify the Grantee in the event of any such claim or suit, and the Grantee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the Grantee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Grantee shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Grantee. The Grantee shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Grantee.

#### **VII. Obligations of Grantee.**

- (A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term "subrecipient" is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment B.
- (B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement with respect to each and every use of the VCDP funds subject to this Agreement, notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the VCDP is carried out in accordance with this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any governing contract with such third party.
- (C) Public Communication. If the Grantee or Subrecipient issues a press release or public communication pertaining to the project assisted by this Agreement, this shall include a statement that the assisted project is funded by a VCDP grant, awarded by the Agency of Commerce and Community Development, and shall reference the amount shown on the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).

(D) Documentation. All documents required to be filed with the Agency by the provisions of SPECIAL CONDITIONS (Attachment A) shall become a part of this Agreement. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents, nor does the Agency in any way assume such obligation by requiring the filing of such documents. It shall be the Grantee's sole responsibility to take appropriate steps through the negotiation, execution, and, when appropriate, the enforcement, of legally binding agreements to ensure that the obligations of this Agreement are met. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.

(1) Grantee shall have duly adopted municipal policies as set forth below, and shall file copies of such policies with the Agency at the times specified in SPECIAL CONDITIONS (Attachment A):

- (a) **Equal Employment Opportunity**
- (b) **Fair Housing**
- (c) **Use of Excessive Force**
- (d) **Use of VCDP Funds for Federal Lobbying**
- (e) **Drug-Free Workplace**
- (f) **Code of Ethics**
- (g) **Subrecipient Oversight Monitoring Policy**

The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

(2) The following forms shall be filed:

- (a) Form PM-1 **Resolution to Accept the Grant Agreement**

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report required under **Paragraph XVII.**

### **VIII. Program Costs.**

- (A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary to the Grantee's Program and as are allocable and allowable under the Agency Procedures, Chapters 5 through 7. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.
- (B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.
- (C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs on VCDP activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(f) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."
- (D) Allowable Expenditures Pending Grant Agreement. As of the Award Date, reasonable costs may be incurred for Environmental Studies, Planning, General Administration, Program Engineering and Design, Acquisition, and Public Information to the extent they are applicable to this VCDP. Any VCDP activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.

- (E) General Administration Costs After Completion Date. VCDP funds may not be obligated after the Completion Date except for those General Administration activities required to prepare the Final Program Report, the Final Audit Report, and the Closeout Agreement.
- (F) Program Costs at Completion. Program Cost obligations incurred prior to, and outstanding as of, the Completion Date shall be paid within thirty (30) days.
- (G) Agency Review of Expenses. At any time during the Period of Performance under this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.
- (H) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

**IX. Bank Accounts for VCDP Funds.**

- (A) Depository Accounts. Funds disbursed pursuant to **Paragraph XI** of this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to VCDP funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.
- (B) Other Accounts.
  - (1) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A) of this Paragraph, except that such accounts may be interest bearing.
  - (2) The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in **Paragraph IX(C)** of this Agreement.
  - (3) The Grantee shall ensure that persons who are authorized to make deposits into or pay out funds from any of the accounts established under Subparagraph (B)(2) above, have fidelity coverage as required in **Paragraph IX(D)** of this Agreement.
- (C) Depository Institutions. All accounts into which are deposited funds involved with the activities covered by this Agreement shall be held by a financial institution authorized to take deposits in the State of Vermont. All such funds shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.
- (D) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.

**X. Financial Management.**

The Grantee shall establish and maintain a system which assures effective control over, and accountability for, all funds, property and other assets used and/or attained under the VCDP. Such system shall:

- (A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;
- (B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B);
- (C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;
- (D) Is consistent with generally accepted accounting principles; and, supports the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21.
- (E) Adopt a subrecipient oversight monitoring policy that certifies the Grantee shall be responsible for oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19)

**XI. Requisition of VCDP Funds.**

- (A) VCDP funds, in the form of advances and/or reimbursements, may be requisitioned from the Agency. The Grantee shall establish procedures to insure that any amounts of VCDP funds in excess of \$5,000 shall be expended within ten (10) calendar days of receipt in the depository account established in accordance with Paragraph IX(A), and shall ensure that any subrecipient shall conform to such procedures.
- (B) The Grantee shall not requisition VCDP funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.
- (C) The Secretary may suspend the requisition of advances and require the Grantee to advance funds, should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.
- (D) The Grantee shall expend VCDP funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.

**XII. Procurement Procedures.**

- (A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.
- (B) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.
- (C) The Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient (contractor, subcontractor, architect, engineer, etc.) of the funds provided under this *Agreement* is not included on the List of Parties Excluded from

Federal Procurement or Non-Procurement Programs ([www.sam.gov](http://www.sam.gov)) in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- (D) Compliance with Section 3 of the Housing and Urban Development Act of 1968. Grantee and Subgrantees/Borrowers shall ensure that when employment or contracting opportunities are generated because a Covered Project (for more information on what constitutes a Covered Project see link provided below) or activity necessitates the employment of additional persons or the awarding of contracts for work, preference shall be given to low- and very low-income persons or business concerns residing in the community where the project is located. Additional information on Section 3 compliance can be found at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3).

### **XIII. Bonding Requirements.**

- (A) For construction or facility improvement where the contract is for less than \$100,000, the Grantee may follow established procedures. In the event Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.
- (B) For contracts or subcontracts exceeding \$100,000, the provisions of the Agency Procedures, Chapter 11 [formerly Category 2, Chapter 51] on bonding requirements shall be followed.
- (C) Where bonds are required, they shall be in such form and amount as determined by the Agency. Said bonds shall be procured from a surety company registered and licensed to do business in the State of Vermont and countersigned by its Vermont registered agent.

### **XIV. Program Income.**

Program Income is all gross income received by the Grantee or a subrecipient and generated by the use of VCDP grant funds. Except as may be provided in SPECIAL CONDITIONS (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Procedures, Chapter 22.

### **XV. Conflict of Interest.**

- (A) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the Legislative Bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures, Chapters 9 and 10.
- (B) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this **Paragraph XV** in all contracts with third parties.
- (C) The Grantee shall not employ, nor permit any third party to employ any employee of the Agency.

### **XVI. Equal Opportunity.**

- (A) The Grantee shall not discriminate against any employee, or applicant for employment, because of age, color, handicap, familial status, national origin, race, religion, or sex.

- (B) The Grantee agrees to comply with all of the requirements of 21 V.S.A. chapter 5, subchapter 6, relating to fair employment practices, to the extent applicable, and shall cause the provisions thereof to be included in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.
- (C) No person shall on the ground of age, color, handicap, familial status, national origin, race, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

#### **XVII. Monitoring and Reporting.**

- (A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.
- (B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule set out in this Paragraph XVII. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for holding the processing of requisitions or for suspension or termination of this Agreement.
- (C) For the first reporting period, submission of the Progress Report to the Agency is due in accordance with the schedule set out in SPECIAL CONDITIONS (Attachment A). For each reporting period thereafter, submission to the Agency is due no later than 30 days following the last day of said period. Any extension of the Completion Date shall extend Grantee's obligation to submit Progress Reports.
- (D) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with **Paragraph VII** of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

#### **XVIII. Audit(s).**

- (A) The Grantee must submit a fully completed and signed Subrecipient Annual Report to the Department of Finance & Management within 45 days after Grantee's fiscal year ends. The form may be downloaded from: <http://finance.vermont.gov>. The report must be completed and signed annually by the Chief Financial Officer, Controller, Business Manager, Treasurer or other person responsible for the financial records of the organization and submitted to the following address: Karen Jaquish, Department of Finance & Management, Financial Operations Division, 109 State Street, 4<sup>th</sup> Floor, Montpelier, VT 05609-5901
- (B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of the VCDP costs and activities undertaken during the Period of Performance. The audit(s) must include all expenditures related to this Agreement. The audit(s) is to be conducted in accordance with the Single Audit Act of 1984, as amended, OMB Circular No. A-133, and Agency Procedures, Chapter 21, under the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228.
- (C) In compliance with the Single Audit Act of 1984, as amended, the Grantee shall determine whether a single audit or a program audit is required. Audits that cover a portion of the Period of Performance, or a portion of all expenditures, are defined as an Interim Audit. A Final Audit is the audit that covers all VCDP grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited VCDP funds through the Completion Date, or beyond if necessary.

- (D) Any contract or Agreement entered into by the Grantee and a Subrecipient shall contain language requiring the Subrecipient to comply with the provisions of the Single Audit Act of 1984, as amended.
- (E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

**XIX. Final Drawdown, Final Reports and Completion Certificates.**

- (A) All non-general administration costs must be obligated prior to, and shall be paid within (30) days of, the Completion Date.
- (B) The Grantee shall submit to the Agency a Final Program Report and an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. Additionally, one copy of all reports shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.
- (C) Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

**XX. Retention of and Access to Records.**

- (A) Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP shall be retained in accordance with the Agency Procedures, Chapter 3.
- (B) Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.
- (C) Any contract or Agreement entered into by the Grantee shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.

**XXI. Administrative Sanctions.**

- (A) Requisitions subject to compliance with SPECIAL CONDITIONS (Attachment A), will not be processed until the designated documents have been submitted to the Agency and reviewed or approved as required by this Agreement.
- (B) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.
- (C) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, or Closeout Agreement Proposals. The Grantee shall not be eligible for further VCDP funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

- (D) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any negative findings identified through monitoring by providing a monitoring letter containing the Agency's "Findings." No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further VCDP funds if such resolution is not achieved within thirty (30) days of the date of the monitoring letter, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

**XXII. Termination for Convenience.**

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

**XXIII. Suspension or Termination for Cause.**

- (A) The Secretary may suspend this Agreement, in whole or in part, at any time during the Period of Performance and upon reasonable notice to the Grantee, or withhold further payments or prohibit the Grantee from incurring additional obligations of VCDP funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Secretary shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- (B) The Secretary may terminate this Agreement at any time during the Period of Performance, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Secretary shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.
- (C) Payments made to the Grantee or recoveries by the Secretary under this Agreement if suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

**XXIV. Appeals and Waiver of Enforcement.**

- (A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.
- (B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

**XXV. Budget Revisions and Amendments.**

- (A) Budget Revisions
- (1) The Grantee may, after first providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "VCDP Funds" column of the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B), provided that
- (i) the aggregate impact is no more than ten (10%) percent of the Total Award, listed as the "Total" item in the "VCDP Funds" column, and

(ii) the Total Award is not increased.

However, there shall be no change to budgeted amounts for General Administration or Program Management Activities without prior written approval of the Agency. Program Management and General Administration activities are indicated by a VCDP Code suffix of "13."

(B) Amendments.

- (1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible, and the Agency will not allow any amendment which would substitute the funded activity.
- (2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this VCDP. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

#### **XXVI. No Employee Benefits For Grantee**

Grantee understands that the Agency will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers' compensation or other benefits or services available to State employees, nor will the Agency withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Grant Agreement. Grantee understands that any tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Grantee, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, if required.

#### **XXVII. Insurance**

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

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

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

- Premises - Operations
- Products and Completed Operations

Personal Injury Liability  
Contractual Liability

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

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

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

*Automotive Liability:* The Grantee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

### **XXVIII. No Gifts or Gratuities**

Grantee shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the Agency during the term of this Grant Agreement.

### **XXIX. Copies**

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

### **XXX. Certification Regarding Debarment**

Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from granting 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 grants for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants). By signing this *Agreement*, current Grantee certifies under pains and penalties of perjury that, as of the date that this *Agreement* is signed, neither Grantee nor Grantee's principals (officer, directors, owners, or partners) are listed in the Exclusions portions of the Performance Information in the System for Award Management ("SAM") at [www.sam.gov](http://www.sam.gov); nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>, that the grantee organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.

{End of Document }

## SPECIAL CONDITIONS

In addition to what are referred to as the **Standard Provisions** of this *Agreement*, the Grantee and the Agency hereby agree to the following Special Conditions:

- (A) Award Date – **June 11, 2014**
- (B) Completion Date - All activities shall be complete by - **June 30, 2016**
- (C) Total Award - The total award of VCDP funds shall not exceed **\$875,500**
- (D) Other Resources - Other Resources necessary for the completion of the activities assisted by this *Agreement* are set out in the *Sources and Uses* table in Attachment B of this *Agreement*.
- (E) Definitions - The following definitions shall apply throughout:

**Subgrantee:** Champlaine Housing Trust (“CHT”), 88 King Street, Burlington, VT 05401  
(DUNS # 868151226; Fed ID # 22-2536446)

**Administrator:** CHT; and

Town of Milton, 43 Bombardier Road, Milton VT 05468  
(DUNS # 006615041; Fed ID # 03-6000573)

**Program Manager:** CHT

**Program Income (PI):** As defined at 24 CFR 570.489(e)

**Nonprofit Community Development Organization (NCDO):** an organization designated as such pursuant to *VCDP Agency Procedures*, Chapter 22, and as such, eligible to receive Unrestricted Revenue.

**Unrestricted Revenue (UR)** - Unrestricted Revenue is income directly generated by the VCDP grant funds and received by a Subgrantee meeting the definition of a Non-Profit Community Development Organization (NCDO), including gross income resulting from second, third, etc. generation loans. Such income may be used only for activities eligible under Title I of the federal Housing and Community Development Act of 1974, as amended.

- (F) In conformance with **Standard Provisions § XVII**, the Grantee shall submit or cause the submission of Progress and Financial Reports to the Agency annually. The First Reporting period shall end **Dec. 31, 2014** and the report shall be due no later than **Jan. 30, 2015**.
- (G) In conformance with **Standard Provision §VII, Obligations of Grantee**, the following documents shall be filed with the Agency at the times specified:
  - (1) Prior to the first requisition of funds under this *Agreement*, as required by **Standard Provision §VII(D)**, Grantee shall provide copies of the management forms and copies of the municipal policies or a certification that said policies previously have been adopted and filed with the Agency.
  - (2) Prior to the first requisition of funds under this *Agreement*, Grantee shall provide evidence of a firm commitment of Other Resources called for by **Section (D) of Attachment B**.

- (3) Prior to the first requisition of funds, a copy of the final executed **Subgrant Agreement** between the Grantee and Subgrantee, together with such other documents as may be required to secure compliance with the conditions of said subgrant.
  - (4) Prior to executing the **Subgrant Agreement** with the **Subgrantee**, Grantee shall ensure that the **Subgrantee** has obtained DUNS numbers with the D&B D-U-N-S Request Service at <http://fedgov.dnb.com/webform/displayHomePage.do> and Grantee shall provide evidence of said registration to the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov) to the Agency.
  - (5) Prior to the first requisition of funds, the Grantee shall certify to the Agency as to the applicability of the EPA’s Lead-Based Paint, Renovation, Repair, and Painting Program Rule (40 CFR 745.80, Subpart E) to the Project described in Attachment B. If said Rule does apply to the Project described in Attachment B, Grantee shall provide the Agency with documentation as to what steps have/will be taken to ensure compliance with the Rule.
  - (6) Prior to the first requisition of funds, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraphs (G)(3) hereof is a legal, valid, and binding instrument, enforceable in accordance with its terms; that such documents meet the requirements of this **Agreement** and provide for use of the VCDP funds in compliance with this **Agreement**; and that the **Subgrantee** has met all conditions required under such documents which must predate the first requisition.
- (H) The **Subgrant Agreement** between the Grantee and the Subgrantee shall contain such provisions as are appropriate and necessary to meet the requirements of the VCDP as set forth in this **Agreement**, and as set forth in the “Sample Subgrant Agreement” (VCDP *Grants Management Guide*, Chapter 4); shall incorporate by reference this Grant Agreement; and shall, at a minimum, provide for the following:
- (1) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement the organization is authorized to do business in the State of Vermont.
  - (2) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the **Subgrant Agreement**, the organization is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes.
  - (3) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is current on or is in full compliance with a plan to pay, any and all financial obligations.
  - (4) Require Subgrantee to certify that, as of the date of execution of the **Subgrant Agreement**, the organization is not listed in the Exclusions portion of Performance Information in the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov); nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
  - (5) Require the Subgrantee to provide a firm commitment of all Other Resources.

- (6) Require the Subgrantee to perform the General Administration (Activity #5013) and the Program Management (Activity #3013) of this grant, including all applicable specific functions set forth in the sample “VCDP Subgrant and Administrative Services/Program Management Agreement.” (VCDP Grants Management Guide, Chapter 4).
- (7) Require the Subgrantee to comply with Section 3 requirements in accordance with 24 CFR 135 to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents, and “the Section 3 Clause” shall be attached to all contracts executed in connection with this project. For more information and the Section 3 Clause see [HUD Regulations](#).
- (8) Require Subgrantee to commit to meet the national objectives called for under the *Federal Act* by:
  - (a) achieving the benefits called for in Attachment B of this *Agreement*, and
  - (b) maintaining documentation as may be necessary to clearly demonstrate that said benefits have been met.
- (9) Require the Subgrantee to notify, through a process acceptable to the Agency, each municipality in its service region of the services provided as a result of this grant. This notification does not apply to any community already notified in the past by Subgrantee of the Champlain Housing Loan Fund (“CHLF”).
- (10) Require that Subgrantee ensure that any assistance under this program to a household in a municipality that has a local housing Revolving Loan Fund (RLF), includes participation by the local RLF, unless there are extenuating circumstances, as long as funds exist in the local RLF.
- (11) Require that Subgrantee’s Progress Reports include information on all loans to residents in a community with a local RLF when CHLF is a party to the project the report must identify the sources of funds for the assistance being provided.
- (12) Require that, to the extent services are to be provided by consultant(s) to the CHLF, such services be secured with **Professional Services Contract(s)** which incorporate by reference this *Agreement*, set forth the specific duties and responsibilities of each party, and include all pass-through provisions required under this *Agreement*.
- (13) Require the Subgrantee to use a Loan Document between the Subgrantee and the borrowers (homeowners and/or landlords), which shall incorporate by reference this Agreement, and set forth the terms and conditions of the loan, including the following:
  - (a) Stipulate that there be a lien against the property to secure loans of VCDP funds under Activities 3002, 3011, and 3024 which total more than \$3,500. Said lien shall be secured in the name of the Subgrantee and require that, upon sale of the property, the unpaid portion of the loan shall become due and payable.
  - (b) Contain provisions governing the terms, conditions, and methods of accounting for sweat-equity, if such is to be provided by the homeowner.

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- (c) Require that owners of owner-occupied single family homes have household incomes at or below 80% of median income.
- (d) Contain a provision that for a period beginning with the execution of the loan documents and continuing for at least five (5) years after the Completion Date, the borrower shall obtain, pay for, and keep in full force, insurance on the property against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Subgrantee. Such insurance policy will contain a loss payable clause acceptable to the Subgrantee. The Borrowers (homeowners and/or landlords) shall furnish the Subgrantee satisfactory evidence of such insurance.
- (e) In the event that Subgrantee makes a loan to a multi-family property owner, Subgrantee shall require the Borrower to enter into a rent stabilization agreement with the Subgrantee that ensures that at least 51% (50% for a duplex) of the residents assisted have household incomes at or below 80% of median income and that the landlord maintains such resident composition for a period of 5 years or for the term of the loan, whichever is longer.
- (f) Any landlords charging rents exceeding HUD fair market rents for the area by greater than 10% cannot qualify for loans. In the event Subgrantee assists any multi-family property owners, said owners shall supply data on tenants and rents to Subgrantee for 5 years.
- (I) Prior to the issuance of a Certificate of Program Completion, the NCDO Agreement between Subgrantee and the Agency, number CHT – 00003 shall be amended to include this Grant Agreement, SS-2013-Milton-00006.
- (J) Provide a copy of Subgrantee's Annual Audit Reports beginning with FY 2013 (year ending December 31, 2013) along with documentation that the annual audits of Champlain Housing Trust will include supplementary financials for the CHLF.
- (K) The Grantee must complete a Tier II Environmental Review (ER) as required by 24 CFR Part 58, and in particular 24 CFR Part 58.15, for every site-specific project (the project) and an Environmental Review Record (ERR) must be kept for every project. Part 58 prohibits the commitment or expenditure of VCDP grant funds until the Tier II ER has been completed, signed, and dated. The Grantee may not go out to bid or sign any legally binding contracts or spend either public or private funds for rehabilitation, repairs, excavation, installation, or any other work that may have a physical impact or limit the choice of alternatives, other than planning related activities necessary to complete the Environmental Review. Planning related activities that are not considered choice limiting activities include archeology, engineering, or environmental studies such as a Phase I or Phase II Environmental Site Assessment. The Tier II ER must be completed by working from the HUD and Agency approved Tier I ER checklist for categorically excluded activities. All supporting documentation must be included in the ERR and made available during monitoring or as requested. If the project includes only exempt activities, a checklist for exempt activities, a Tier II cover sheet, and a certification page must be kept in the ERR. If the project activities include assessment level activities, a new ER must be completed and approved by the Agency.

## DESCRIPTION OF ACTIVITIES

### (A) Project Description:

The Grantee shall **subgrant** VCDP Funds together with Other Resources, as set out in the *Sources and Uses*, to the Champlain Housing Trust revolving loan fund, to provide low interest amortizing or deferred loans to homeowners who have incomes at or below 80% of median income in Chittenden, Franklin and Grand Isle counties. Eligible home owners may use loan funds to finance essential home repairs, accessibility modifications and energy improvements. Champlain Housing Loan Fund will consider using a limited amount of VCDP funds to make grants for dire health and safety issues or for handicap accessibility modifications. Grants will be limited to homeowners who do not qualify for loans.

#### (1) Residential Rehabilitation (3002)

VCDP funds will be sub-granted to Champlain Housing Trust and will be distributed in the form of low-interest loans or grants to single family home-owners. Loans will be used to address critical health and safety issues, to improve energy efficiency and to help homeowners in need of accessibility modifications. CHT anticipates making 50 loans, averaging \$10,000 each. Based on past performance, CHT anticipates that five households will receive loans or grants for access modifications and one household will receive a loan for lead abatement.

#### (2) Counseling and Advocacy Services (3028)

VCDP funds will be sub-granted to Champlain Housing Trust to support housing counseling services through the Home Ownership Center. Funds will be used to support First Time Home Buyer Education and Counselling, Financial Fitness programs and foreclosure prevention services. Direct staff costs include the Home Education Manager, two full-time counselors and a portion of the Home Ownership Center Director's time spent on counseling related activities.

#### (3) Home Ownership Assistance (3023)

Other resources will be used for an anticipated 155 households to receive down payment or home financing as a result of participation in Home Ownership Assistance programs.

**Note:** The recipients of these services will not be counted as part of the national objective or the benefit number under this Grant. However, these services will be reported under this Grant in order to gain a better perspective of the work being done by the Homeownership Centers.

#### (4) Program Management

Champlain Housing Trust will use VCDP funds together with other resources for program management activities associated with the grant. Program management activities are directly related to accomplishing program tasks specific to the project being funded. Typical program management activities include compliance with Davis-Bacon requirements, permit compliance, engineering and architectural services, staff costs associated with meeting benefit requirements, and organizational overhead.

**(B) General Administration (Activity 5013)**

VCDP funds, together with Other Resources, as set out in *Sources and Uses*, will be used for the general administration of the grant. General administration responsibilities include, but are not limited to, activities relating to securing release of funds under the environmental regulations, setting up and maintaining financial management records, completing progress reports, ensuring that the terms and conditions of this *Agreement* are carried out, and for eligible costs of audit.

**(C) National Objective**

The National Objective will be met through the rehabilitation of 50 single family homes for a total of 100 people, 100% of which will serve people at our below 80% of median income for Chittenden, Franklin and Grand Isle counties. Housing Counseling services will be offered to 800 Households (approximately 2000 people), at least 51% of which will have household income at or below 80% of median income.

**(D) Sources and Uses**

The Other Resources total \$26,344,522, derived as follows:

Other Resources	Type	Amount	Status
Bank Financing (BANK) - Bank donations or grants	Grant	\$10,000	In-Hand
Fees (FEES) - Shared Equity Program fees	Cash	\$350,000	Pending
HUD (HUD) - CHAPA funding	Grant	\$80,000	Committed
Municipal Contribution (MUNI) - Town Staff Costs	Cash-In-Kind	\$1,784	Committed
NeighborWorks (NW)	Grant	\$60,000	Committed
Rural Development (USDA-RD)	Grant	\$15,000	Committed
VT Center for Independent Living (VCIL)	Grant	\$20,000	Committed
Vermont Housing & Conservation Board (VHCB) - VHCB Healthy Homes	Grant	\$10,000	Committed
Vermont Housing and Conservation Board Lead Program (VHCB-L)	Grant	\$12,500	Committed
Vermont Housing Finance Agency (VHFA) - MHDP, VT Home Ownership Tax Cr	Grant	\$900,000	Pending
Weatherization Assistance Program (WAP)	Grant	\$15,000	Committed
Other (Other) - Home Buyer Financing, various		\$24,000,000	Pending
Other (Other) - ACCD Grant: MHDP, General Fund	Grant	\$86,500	Committed
Other (Other) - VHCB Healthy Homes	Grant	\$40,000	Committed
Other (Other) - CHLF Repayments	Cash	\$150,000	In-Hand
Other (Other) - CHT/Other Grants/Donations	Cash	\$593,738	Committed

Activity	Program Area	Code	VCDP Amount	VHCB	VHFA	HUD	VHCB-L	WAP	NW	USDA-RD	BANK	MUNI	FEES	Other	VCIL	Total Activity Costs
Residential Rehabilitation Single	Housing	3002	\$250,000				\$12,500	\$15,000	\$60,000	\$15,000				\$190,000	\$20,000	\$562,500
Program Management	Housing	3013	\$445,000	\$10,000										\$256,446		\$711,446
Home Ownership Assistance	Housing	3023	\$0		\$900,000								\$350,000	\$24,000,000		\$25,250,000
Counseling - Advocacy Services	Housing	3028	\$80,000			\$80,000					\$10,000			\$423,792		\$593,792
General Administration	Housing	5013	\$100,500									\$1,784				\$102,284
Total Costs			\$875,500	\$10,000	\$900,000	\$80,000	\$12,500	\$15,000	\$60,000	\$15,000	\$10,000	\$1,784	\$350,000	\$24,870,238	\$20,000	\$27,220,022
Percentage of Total			3%	0%	3%	0%	0%	0%	0%	0%	0%	0%	1%	91%	0%	

**(E) Payment Provisions**

The Agency will process requisitions on or about the first and fifteenth of the month. Grantee must submit requisitions a minimum of seven (7) business days prior to processing.

Grantee shall submit requisition requests through the Intelligrants Management System to requisition CDBG funds. Supporting documentation must include a cash receipt and

disbursement ledger that shows all financial transactions by grant activity (as indicated in the grant agreement 'Sources and Uses' section and including both VCDP funds and other resources) and an itemized list of all invoices associated with the requisition.

The cash receipt and disbursement ledger should be maintained cumulatively through the course of the project. Actual invoices must be maintained in the grant file and available upon request by staff for review at a monitoring site visit. For reimbursement for Grantee's personnel, the supporting documentation maintained in the grant file must detail the expenditures by identifying the personnel, the time worked, the rate being charged for each individual, and a description of the work that was performed.

#### **(F) Reporting Requirements**

The Grantee shall submit Progress and Financial Reports through the Intelligrants Management System **annually** to the Agency detailing the status of the Borrower's work and the status of the Project, and in particular the activities described in Paragraph A above. The First Reporting period shall end **December 31, 2014** and the report shall be due no later than **January 30, 2015**. All subsequent annual reports shall be due no later than thirty (30) days following the end of the year.

The Grantee shall develop an overall financial management system sufficient to demonstrate the tracking of all expenditures and receipts.

**Performance Indicators**

<b>Activity</b>	<b>National Objective</b>	<b>Performance Indicator(s)</b>	<b>Proposed</b>
Housing - Residential Rehabilitation Single	Low & Moderate Income	Number of Units	50
		Number of Households	50
		Number of Low to Moderate Income Households	50
		Number of Persons Served	100
		Number of Low or Moderate Income Persons Served	100
Housing - Housing Counseling	Low & Moderate Income	Number of Units	800
		Number of Households	408
		Number of Low to Moderate Income Households	408
		Number of Persons Served	2000
		Number of Low or Moderate Income Persons Served	1020

## CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Vermont Community Development Program Funds will be utilized in accordance with all the following; to the extent applicable, and that:

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs**

The Chief Executive Officer certifies that the Municipality is not listed in the Exclusions portion of Performance Information in the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov), in accordance with Executive Orders 12549 and 12689; nor named on the State’s debarment list at <http://bgs.vermont.gov/purchasing/debarment>. In addition, it certifies that no awards will be made to any subgrantees/borrowers, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

### **Legal Authority**

- (1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.
- (2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

### **Benefit to Persons of Low and Moderate Income**

- (3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

### **Citizens Information**

- (4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.
- (5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.
- (6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner,

provide citizen participation when considering substantial program amendments.

### **Labor**

- (7) Will administer and enforce:
  - (a) the Davis-Bacon Act [40 USC 276a et seq.];
  - (b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and
  - (c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].
- (8) Will comply with:
  - (a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];
  - (b) Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [ 41 CFR 60]; and
  - (c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 135.

### **Environmental and Historic**

- (9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.
- (10) Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (11) Will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:
  - (a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];
  - (b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);
  - (c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

(d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.

(12) Will comply with:

- (a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];
- (b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];
- (c) Executive Order 11990, Protection of Wetlands;
- (d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];
- (e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];
- (f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;
- (g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;
- (h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA § 101 et seq.];
- (i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];
- (j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and
- (k) noise abatement and control regulations [24 CFR 51]

**Relocation and Acquisition**

(13) Will comply with:

- (a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;"
- (b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and
- (c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

**Architecture and Construction**

(14) Will comply with:

- (a) Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended [42 USC 4803(b)];
- (b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;
- (c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and
- (d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

**Equal Opportunity and Fair Housing**

- (15) Will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].
- (16) Will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.
- (17) Will comply with:
  - (a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;
  - (b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 570.496(b)];
  - (c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and
  - (d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

**Other Requirements**

- (18) Will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.
- (19) Will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].
- (20) Will comply with the Single Audit Act of 1984, as amended, OMB Circular No. A-133, and the State of Vermont Administration Bulletin No. 5, Certification of Audit Requirement and Schedule of Federal Expenditures.
- (21) Will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.
- (22) Will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.

## **EXECUTIVE SUMMARY**

**State of Vermont  
Agency of Commerce and Community Development  
Vermont Community Development Program  
Standard Grant Agreement  
Agreement #SS-2013-Milton-00006**

### **I. PARTIES**

This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development (the "Agency"), and the Town of Milton with principal place of business at, physical address 43 Bombardier Road, Milton, Vermont 05468-3205. The Grantee is required by law to have a Federal ID# 03-6000573 and DUNS# 006615041.

### **II. SUBJECT MATTER**

The subject matter of this Grant Agreement is to subgrant to Champlain Housing Trusts for the continuation of the regional revolving loan fund. They propose to make up to 50 rehab loans and provide counseling services for up to 800 households in Chittenden, Franklin and Grand Isle Counties. Detailed services to be provided by the Grantee are described in Attachment B.

### **III. MAXIMUM AMOUNT**

In consideration of the services to be performed by the Grantee, the State agrees to pay the Grantee, in accordance with the payment provisions specified in Attachment A, a sum not to exceed \$875,500.

### **IV. GRANT TERM**

The period of Grantee's performance shall begin on 06/11/2014 and end on 6/30/2016.

### **V. SOURCE OF FUNDS**

Federal 4%    Other 96%

### **VI. FEDERAL AWARD INFORMATION**

CFDA Title:            Community Development Block Grants/State's program  
CFDA Number:        14.228  
Project Name:         Champlain Housing Loan Fund  
Program Year:         2013  
Federal Granting Agency:    Housing and Urban Development  
Research and Development Grant:    No

### **VII. AMENDMENT**

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

### **VIII. CANCELLATION**

This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance in accordance with the applicable terms and conditions included in Standard Provisions – Section V. Distribution of Grant Funds (F), Section XXII. Termination for Convenience, and Section XXIII. Suspension or Termination for Cause.

### **IX. CONTACT PERSONS**

The Grantee's contact person for this award is:

Name: Brian Palaia

Telephone Number: (802) 893-6655

E-mail address: bpalai@town.milton.vt.us

Name: Cheryl Read

Telephone Number: (802) 527-2361 x106 E-mail address: cread@getahome.org

### **X. FISCAL YEAR**

The Grantee's fiscal year starts Jul, 1 and ends Jun, 30.

### **XI. ATTACHMENTS**

This Grant consists of 28 pages including the following: Scope of Work to be Performed; Payment Provisions; Customary State Grant Provisions; and Other Provisions in the following attachments that are incorporated herein:

VCDP Standard Provisions

Attachment A – SPECIAL CONDITIONS

Attachment B – DESCRIPTION OF ACTIVITIES AND BUDGET

Attachment C – PERFORMANCE INDICATORS

Attachment D – CERTIFICATIONS AND ASSURANCES

Attachment E – EXECUTIVE SUMMARY

Attachment F – STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS  
(September 2, 2014, version)

## ATTACHMENT F: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

Premises - Operations

Products and Completed

Operations Personal Injury

Liability Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

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

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

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

**8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

**9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must

be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.  
  
Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

**GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE**

**Form PM-1**

**WHEREAS**, the (check one) [ ] Town [ ] City [ ] Village of \_\_\_\_\_ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

**WHEREAS**, the Agency of Commerce and Community Development has tendered a Grant Agreement # \_\_\_\_\_ to this municipality for said funding:

**Now, THEREFORE, BE IT RESOLVED as follows:**

- 1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;
- 2) that (Name) \_\_\_\_\_ Title \_\_\_\_\_ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and
- 3) that (Name) \_\_\_\_\_ Title \_\_\_\_\_ who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LEGISLATIVE BODY**

(Typed Name)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For Agency Use:**

Processed By: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION TO DESIGNATE A NONPROFIT  
COMMUNITY DEVELOPMENT ORGANIZATION (NCDO)**

**FORM PM-5**

WHEREAS, the Town of Milton has the authority under Section 105(a) of Title I of the Housing and Community Development Act of 1974, as amended [42 USC 5301 et seq.] to designate a qualified nonprofit community development organization (NCDO) to carry out community development activities on their behalf;

Now, THEREFORE, BE IT RESOLVED as follows:

1) that the Legislative Body of this Municipality authorize the Chief Executive Officer to designate Champlain Housing Trust's Champlain Housing Loan Fund;  
(name of NCDO)

2) that said NCDO will undertake the following activities:  
Operate and Manage Champlain Housing Loan Fund  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) and that the Chief Executive Officer is hereby authorized, on behalf of the municipality, to enter into and contract with said NCDO for the performance of said activities.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LEGISLATIVE BODY**

(Typed Name)

(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Agency Use:**

Processed by: \_\_\_\_\_ Date: \_\_\_\_\_



## Certificate of Project Completion

VMBB Bond Series: Year 2013 Series # 1

This Certificate shall be evidence signed by the borrower, delivered to the trustee/disbursing agent and the Bond Bank. That the (name of borrower) Town of Milton, Vermont

Project, (describe here) Village Core Sewer Extend 8" PVC Waterline, Water Distribution System Purchase 2001 Sutphan Tower Truck,

has been substantially completed so as to permit efficient use in operations by the borrower and setting forth any Project Costs remaining to be paid from the Project Fund established with the trustee/disbursing agent.

IN WITNESS WHEREOF, we have hereunto set our hands on behalf of the Borrower this 1 day of December, 2014.

Name of Borrower: Town of Milton, Vermont

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All or a Majority of its Board

And By: \_\_\_\_\_, Its Treasurer



## Vermont Municipal Bond Bank

<p style="text-align: center;"><b>POST-ISSUANCE TAX COMPLIANCE ANNUAL CERTIFICATION OF THE GOVERNMENTAL UNIT</b></p>
--

Name of Governmental Unit: Town of Milton, Vermont

Issue Date of Original Loan: July 13, 2013

Vermont Municipal Bond Bank Bond Series (the "Bond Issue"): 2013 Series General Obligation Impr

Name of Official Responsible for Monitoring Post-Issuance Compliance: Joanne Davis

*The Governmental Unit (sometimes referred to herein as "you") certifies and acknowledges responsibility for monitoring post-issuance tax compliance with respect to the Bond Issue which provided the funds for the above referenced Loan, including, but not limited to the qualified use of such proceeds and any property financed with the proceeds. In the event proceeds of the Bond Issue allocable to your loan and/or the property financed with your loan are used in a manner so as to require that a "remedial action" be taken, you will consult with your bond counsel and comply with applicable federal tax law.*

***In connection with the above referenced Bond Issue, you hereby represent and certify that:***

1. You have reviewed the Tax Certificate executed by you in connection with your Loan including the Municipal Post-Issuance Compliance Procedures attached thereto as Exhibit D.  YES  NO
2. You are, and have been since the Issue Date, in compliance with the terms of the Tax Certificate.  YES  NO
3. All the property financed with the proceeds of the Loan continues to be used in the same manner as existed when such property was first placed in service.  YES  NO
4. You will consult with the Vermont Municipal Bond Bank in the event that the property financed with the proceeds of the Loan is no longer being used as when such property was first placed in service.  YES  NO
5. You have reviewed the bank statements provided by U.S. Bank, the Trustee/Disbursing Agent with respect to the Loan  YES  NO

6. You continue to maintain copies of the following documents with respect to your loan (check all that apply):

- a. Loan Agreement  YES  NO
- b. Tax Certificate  YES  NO
- c. IRS Form 8038  YES  NO
- d. Authorizing Votes  YES  NO
- e. Construction Bid Documents  YES  NO
- f. Construction Contracts  YES  NO
- g. Requisitions and supporting invoices  YES  NO
- h. Completion Certificate  YES  NO

7. You are aware of your ability to take a “remedial action” pursuant to the Federal Income Tax Regulations arising out of the Governmental Unit’s failure to use the proceeds of the Loan and/or the property financed thereby in a qualifying manner  YES  NO

If the answer to any of the above questions is NO, please explain in a separate attachment.

*This Annual Certification is utilized by the Vermont Municipal Bond Bank to assist the Bond Bank in monitoring post-issuance tax compliance with respect to its Bonds. Nothing contained in this Annual Certification of the Governmental Unit is intended to, or will, modify the Governmental Unit’s representations, certifications or warranties made under the Loan Agreement and Tax Certificate entered into by the Governmental Unit in connection with the issuance of the Bonds or otherwise modify or limit the Governmental Unit’s post-issuance tax compliance monitoring requirements.*

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLEASE COMPLETE BOTH PAGES AND RETURN TO:**

Vermont Municipal Bond Bank  
Attn: Robert W. Giroux, Executive Director  
20 Winooski Falls Way, Suite 305  
Winooski, VT 05404

For questions please contact us at:

Phone: (802) 654-7377 | Fax: (802) 654-7379 | email: [bobg@vtbondgency.org](mailto:bobg@vtbondgency.org)



# Resolution

## TOWN OF MILTON

**WHEREAS**, the Selectboard created the ad hoc advisory committee called the Improvements Committee by Resolution on November 18, 2013 to make recommendations to improve the US Route 7 Corridor, the Town Core Tax Increment Financing Districts, and other special areas in the Town of Milton; and,

**WHEREAS**, the short term focus will be on developing a coordination plan along US Route 7 for street trees, enhanced signage, sidewalks, pedestrian scale lighting along the corridor, developing aesthetic guidelines and working with the Milton Business Association or alternative organizations on property maintenance along the corridor.

**WHEREAS**, the Improvements Committee submitted their final report with their top 10 recommendations to the Selectboard on October 20, 2014,

**THEREFORE, BE IT RESOLVED**, that the Selectboard of the Town of Milton agrees to accept the Improvements Committee Final Report dated October 14, 2014 and its Recommendations and will make efforts to work these improvements into future plans and projects where possible and feasible.

**Dated at Milton, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2014**

### MILTON SELECTBOARD

\_\_\_\_\_  
Darren Adams, Chairperson

\_\_\_\_\_  
John Gifford, Vice-Chairperson

\_\_\_\_\_  
John Bartlett, Clerk

\_\_\_\_\_  
Brenda Steady

\_\_\_\_\_  
Stuart King

**Filed with the Milton Town Clerk's Office this \_\_\_\_\_ day of \_\_\_\_\_, 2014**

**Attest:** \_\_\_\_\_

Milton Assistant Town Clerk

**Town of Milton**  
**Selectboard Meeting Minutes**  
**November 17, 2014 at 6:00 PM Regular Meeting**  
**Municipal Building Community Room**

1     **I.     Call to Order**

Attendee Name	Title	Status	Arrived
Darren Adams	Chair	Present	
John Gifford	Vice Chair	Present	
John Bartlett	Clerk	Present	
Brenda Steady		Present	
Stuart King		Present	

2

3     **Staff Members Present:** Brian Palaia, Town Manager; Ann Janda, Management Fellow;  
4     Brett Van Noordt, Police Chief; Katherine Sonnick, Planning Director; Jake Hemmerick,  
5     Town Planner; Roger Hunt, Public Works Director; and Robert Ware, Assistant to the  
6     Assessor

7

8     **Others Present:** Patrick Baxter, Toole Design Group; John Dempsey, Toole Design Group;  
9     Judy Kinner, Conservation Commission Chair; Bonnie Pease, Conservation Commission; Jay  
10    Maurice, Conservation Commission; Dan Gaherty, Conservation Commission; George  
11    McRae, Business Owner; and Robert Brisson, Business Owner.

12

13    **II.    Flag Salute**

14    **III.   Agenda Review**

15    Palaia asked to review a portion of the Manager’s Update first and take F as the first item.

16    **IV.    Public Forum**

17    George McRae said that when he came to a previous Selectboard meeting, the Selectboard  
18    suggested he go through the Development Review Board (DRB) regarding his issue. McRae  
19    said he did that and he doesn’t think the DRB is going to make a clear decision. He also feels  
20    that the new ordinance regarding the I2 district is unfair and he feels that he is personally  
21    being targeted. McRae also said he doesn’t like the label Recycling Yard for his business  
22    because he doesn’t think it is an appropriate term for what he does.

23    **V.     Appointments and/or Resignations**

24    **VI.    New Business and Department Items**

25    **A)    Zoning Ordinance Amendments Public Hearing**

26    Planning Director Katherine Sonnick presented an overview of the changes in the  
27    proposed zoning ordinance amendments. In particular, the Planning Commission looked  
28    at studies having to do with adult businesses and found that they reduce property values  
29    and increase crime. The Planning Commission Chair, Lori Donna, noted that one study  
30    found that even one adult book store can lower property values by 20%. Sonnick said that  
31    because of First Amendment rights, we can’t totally disallow them though, so it is  
32    necessary to find an area that works. The Planning Commission looked at the I2 District,  
33    but that use doesn’t fit with the current definition for that district. Sonnick said the  
34    Planning Commission is considering the DB1 district with limitations. The Planning

35 Commission also suggests changing certain requirements to “shall” rather than “should”  
36 so they are more of a directive. This will make requirements less vulnerable to legal  
37 challenges. Adams asked the Planning Commission to incorporate the changes to  
38 sections 804 and 803.12 in preparation for another public hearing on December 15.  
39

40 Adams opened the hearing for questions. George McRae asked about the accessory use  
41 regulations. He believes recycling yards should be considered accessory uses. He also  
42 said he does not want sexually oriented businesses in the DB1. He would rather see that  
43 type of business in the I2 district. Bob Brisson said he has an appeal in to the DRB for a  
44 recent decision they made. He said he had an unfortunate experience with the term  
45 “should” instead of “shall”. The term “should” isn’t legally defensible. This makes it  
46 impossible to enforce any of the rules we currently have. Brisson also expressed his  
47 difficulty with the zoning changes to mixed use, which he said is causing residential  
48 developments to encroach on his commercial business. Adams closed the public hearing  
49 at 8pm.  
50

51 **Adams motioned to set a second public hearing for December 15 at 6pm with a**  
52 **report showing the edits to 803 (site plan review) and 804 (changing “should” to**  
53 **“shalls”) and looking at the several sections discussed in tonight’s meeting, second**  
54 **by King.**

55	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
56	<b>MOVER:</b>	Darren Adams, Chair
57	<b>SECONDER:</b>	Stuart King
58	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

59 ) **Steady motioned to ask the Planning Commission to revisit recycling yards as an**  
60 **accessory use after this round of amendments, second by Gifford.**

61	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
62	<b>MOVER:</b>	Brenda Steady
63	<b>SECONDER:</b>	John Gifford, Vice Chair
64	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

65 **B) Sidewalks, Pathways, and Upper Main Street Scoping Study Presentation**  
66 Palaia said this scoping study is being paid for with a VTrans grant through the Regional  
67 Planning Commission (RPC). The areas the study is looking at are already in our plans.  
68 VTrans requires the scoping study in order to apply for a construction grant. Patrick  
69 Baxter and John Dempsey from Toole Design Group gave an overview of the study and  
70 different design options. He said they will discuss alternatives with staff in greater detail  
71 and then come back to present those alternatives at a future meeting.

72 **C) Joint Meeting with the Conservation Commission**  
73 Judy Kinner began by reviewing the history of the Conservation Commission, which was  
74 established in 1994. She said their projects are focused on enhancing Milton’s natural  
75 resources. Recently, since they had been only a 3-person group, they have been focusing  
76 mainly on trails. Now that they have a larger group they can work on additional projects.

77 Gifford commented on how great the Lamoille River Walk was. Kinner said they recently  
78 received a grant to fund the design of new trails in the Town Forest. Then they will apply  
79 for a State grant to build the trails. Adams asked what they might need Selectboard  
80 support on. Kinner said they are working on a management plan for the Town Forest and  
81 Eagle Mountain areas and will need their review of that. Kinner also said they are  
82 working on maps of both areas and will need to find funding for that project. Palaia said  
83 the RPC may be able to help with getting the maps done.

84 **D) Review of Zoning Enforcement Policy**

85 Palaia stated that in 2012, we updated our zoning enforcement policy. At that time we  
86 built in some opportunities for residents and businesses to comply voluntarily before we  
87 send a notice of violation, which is then recorded in the land records. Zoning  
88 Administrator, Amanda Pitts, reviewed how the enforcement policy works. Part of that is  
89 asking for residents who make complaints to submit their name. The next step is to send  
90 residents who may have made a violation a voluntary compliance letter. If they come into  
91 compliance, then a notice of violation does not have to be sent. Planning Director,  
92 Katherine Sonnicks, said they are also looking at ways to send friendly reminders because  
93 many people don't even know they are in violation of zoning regulations. Adams asked if  
94 the department has what they need for enforcement. Pitts said she thinks the policy is  
95 good, but specifically with junk motor vehicles, it would be helpful to have a specific  
96 definition for motor vehicle businesses. With the current definition those businesses fall  
97 under personal services, which is the same definition for a tailor and other diverse  
98 businesses. Palaia noted she has many other responsibilities that take her time. Palaia said  
99 that trying to enforce the number of cars in excess of the regulation is a moving target  
100 and impractical. He thinks that getting businesses to conform to their DRB approvals is  
101 more practical.

102 **E) Winter Operations Plan Briefing and Proposed Amendments**

103 Palaia stated that the significant change to the plan is how we handle replacing  
104 mailboxes. We are proposing to replace mailboxes if they are physically struck by a  
105 plow. In addition, Public Works Director, Roger Hunt, said another route was added for  
106 dirt roads because the treatment for those is different. He also said that this winter we are  
107 going to try using magnesium chloride when salt is being applied. We are hoping to save  
108 on salt costs and improve road conditions.

109 **) King motioned to approve the Town of Milton Public Works Winter Operations**  
110 **Plan as presented, second by Bartlett.**

111	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
112	<b>MOVER:</b>	Stuart King
113	<b>SECONDER:</b>	John Bartlett, Clerk
114	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

115 **F) Errors and Omissions Adjustments**

116 Palaia stated that there were a few more adjustments. Any changes made after June need  
117 to be approved by the Selectboard. Some are changes in values and some are errors in the  
118 record.  
119

120 **Gifford motioned to approve the resolution for Errors and Omissions as presented,**  
121 **second by Bartlett.**

122	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
123	<b>MOVER:</b>	John Gifford, Vice Chair
124	<b>SECONDER:</b>	John Bartlett, Clerk
125	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

126 **G) Amendment#3 to Repayment Schedule for Loan RF1-147-3 for Village Core Sewer**  
127 **Project**

128 Palaia said that the actual project came in slightly lower by about \$4,000.

129  
130 **Gifford motioned to adopt the Resolution for the amendment to the Repayment**  
131 **Schedule for Loan RF1-147-3 for Village Core Sewer Project as presented, second**  
132 **by King.**

133	<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
134	<b>MOVER:</b>	John Gifford, Vice Chair
135	<b>SECONDER:</b>	Stuart King
136	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

137 **H) Schedule of Proposed Budget Process for FY2016**

138 Palaia said that we will be introducing the Town Manager's and Capital Budget Plan on  
139 December 15. This will include a summary of all the elements of the budget. There will  
140 be a public presentation, and then a final meeting will happen on January 26 to prepare  
141 the budget for Town Meeting. He said that Pre Town Meeting is March 2 and Town  
142 Meeting is March 3.

143 **VII. Old Business**

144 **VIII. Reconsideration**

145 **IX. Manager's Update**

146 VTrans and Hourglass Intersection

147  
148 A phone meeting is scheduled for this Wednesday to go over cost estimates with the  
149 consultant. I will report back on the status of this project in my next update.

150  
151 Police

152  
153 Police Chief Brett Van Noordt said he is concerned about the number of recent break-ins and  
154 burglaries. There have been 40 so far this year. The average for Milton is 70. In 2008, there  
155 were 77. Currently his department is looking at people of interest, and reviewing evidence.  
156 This time of year more people experience depression, so drug addictions become worse. The  
157 holidays can also create opportunities for buglers, with packages in cars. The majority of  
158 incidents are daytime break-ins. Drug use in Milton and other towns is consistent with a year  
159 ago. Van Noordt also pointed out that the police don't rule out people from outside of Milton.  
160 Adams asked about the case in Colchester and how it could affect Milton. Van Noordt said

161 that any cases that Officer Kinney was involved in could be questioned. The Chief said we  
162 are also currently reviewing Milton's evidence room policy. Milton is going to use the UVM  
163 Police Force policy as a standard. Adams asked if there was a camera focused on that door.  
164 Van Noordt said no, but maybe there should be. He said there is a fob key that records  
165 everyone who goes in there.  
166

167 The remainder of the Manager's Update was deferred.

168 **X. Potential and/or Future Agenda Items**

169 **XI. Minutes - To Approve With or Without Corrections**

170 **1) Selectboard - Regular Meeting - Nov 3, 2014 6:00 PM**

171	<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
172	<b>MOVER:</b>	John Gifford, Vice Chair
173	<b>SECONDER:</b>	John Bartlett, Clerk
174	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

175 **XII. Warrant/Report - To Approve With or Without Corrections**

176 **1) Warrant Report #10**

177 Bartlett reviewed the FY15 Warrant/Invoice Report #10 for Board orders in the amount  
178 of \$281,294.38. Bartlett noted some items of interest:  
179

- 180 • \$187,767 to RR Charlebois for new tandem axle dump truck, included credit of \$19,000  
181 for trade-in of 2002 International
- 182 • \$1,721.50 to Tenco Industries for repair sidewalk plow  
183

184 **Bartlett moved to approve Warrant #10 for a total of \$281,294.38, second by Steady.**

185	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
186	<b>MOVER:</b>	John Bartlett, Clerk
187	<b>SECONDER:</b>	Brenda Steady
188	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

189 **2) Supplemental Warrant - Act 80 TIF**

190 \$11,000 TIF payment

191 **) Bartlett moved to approve the Supplemental Warrant for Act 80 TIF, second by**  
192 **Steady.**

193	<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
194	<b>MOVER:</b>	John Bartlett, Clerk
195	<b>SECONDER:</b>	Brenda Steady
196	<b>AYES:</b>	Adams, Gifford, Bartlett, Steady, King

197 **XIII. Possible/Anticipated Executive Session per V.S.A. Title 1 Section 313**

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210

**XIV. Adjournment**

Adams moved to adjourn the meeting at 9:35p.m., second by King. **Approved Unanimously**

*These proceedings were filmed by LCATV and audio-recorded by the Town.*

**Respectfully Submitted,**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**John Bartlett, Selectboard Clerk**

**Filed with Milton Town Clerk's Office on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**ATTEST: \_\_\_\_\_ Milton Assistant Town Clerk**

11/25/14  
12:26 pm

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 11

*Reviewed 11/25/14  
MD*

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
33716 ABRAMOVICH, FRANCIS								
		111814	Overpay't of tax	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	238.02	
17538 ADVANCED DISPOSAL								
	00003445	410000002737	Contracted Services	10-30-430-360.00	CONTRACTED SERVICES	113.43	113.43	
84319 ALDRICH & EILLOTT, PC								
	00004473	75238	Everest Road Reconstruct.	38-30-430-450.17	Everest Road Reconstructi	745.00	745.00	
	00004475	75244	McMullen Road Sidewalk	38-30-430-450.25	McMullen Road Sidewalk	2,856.00	2,856.00	
	00004476	75245	Cherry Street Sidewalk	38-30-430-450.24	Cherry Street Sidewalk	106.00	106.00	
	00004474	75255	Facility plan update	38-30-432-440.00	Facilities Plan Update	3,484.61	3,484.61	
						7,191.61	7,191.61	
17950 BCBSVT								
	1400076		Blue Cross Blue Shield	10-10-410-210.10	GROUP HEALTH INSURANCE	0.00	1,380.52	
	1400076		Blue Cross Blue Shield	10-10-412-210.10	GROUP HEALTH INSURANCE	0.00	2,174.04	
	1400076		Blue Cross Blue Shield	10-10-413-210.10	GROUP HEALTH INSURANCE	0.00	3,123.38	
	1400076		Blue Cross Blue Shield	10-20-420-210.10	GROUP HEALTH INSURANCE	0.00	10,457.16	
	1400076		Blue Cross Blue Shield	10-20-421-210.10	GROUP HEALTH INSURANCE	0.00	316.77	
	1400076		Blue Cross Blue Shield	10-20-422-210.10	GROUP HEALTH INSURANCE	0.00	701.41	
	1400076		Blue Cross Blue Shield	10-30-429-210.10	GROUP HEALTH INSURANCE	0.00	1,449.36	
	1400076		Blue Cross Blue Shield	10-30-430-210.10	GROUP HEALTH INSURANCE	0.00	4,116.19	
	1400076		Blue Cross Blue Shield	10-30-432-210.10	GROUP HEALTH INSURANCE	0.00	181.17	
	1400076		Blue Cross Blue Shield	10-50-451-210.10	GROUP HEALTH INSURANCE	0.00	1,449.36	
	1400076		Blue Cross Blue Shield	10-50-452-210.10	Group Health Insurance	0.00	1,018.18	
	1400076		Blue Cross Blue Shield	10-60-461-210.10	GROUP HEALTH INSURANCE	0.00	2,467.54	
	1400076		Blue Cross Blue Shield	50-10-410-210.10	GROUP HEALTH INSURANCE	0.00	543.51	
	1400076		Blue Cross Blue Shield	55-20-420-210.10	GROUP HEALTH INSURANCE	0.00	543.51	
						0.00	29,922.10	
19000 BOND AUTO PARTS, INC.								
	00003394	17-310863	Misc Items	10-30-430-430.10	VEHICLE MAINTENANCE	279.63	279.63	
	00003393	17-311867	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	125.08	125.08	
	00003432	17-313899	Vehicle maint	10-30-430-430.10	VEHICLE MAINTENANCE	325.00	335.90	
	00003427	17-314197	Vehicle maint	10-30-430-430.10	VEHICLE MAINTENANCE	106.17	106.17	
	00003406	17-314206	Vehicle maint	10-30-430-430.10	VEHICLE MAINTENANCE	38.38	38.38	
						874.26	885.16	
18652 BONGES, HENRY								
		112014	Profess. Development	10-60-461-820.00	PROFESSIONAL DEVELOPMENT	0.00	30.00	
19670 BRODART CO.								
	00051461	375908	Office Supplies	10-50-451-611.00	OFFICE SUPPLIES	500.00	385.91	
20500 BUILDING HOME CENTER INC								
	00001521	440605	Supplies	55-20-420-612.00	GENERAL SUPPLIES	22.50	22.50	

11/25/14  
12:26 pm

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 11

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
20900 BURLINGTON COMMUNICATIONS SERV. IN								
	00002891	20141838	Communications-Other	10-20-420-530.20	COMMUNICATIONS-OTHER	140.00	140.00	
	00002895	20141893	Communications	10-20-420-530.20	COMMUNICATIONS-OTHER	160.00	160.00	
						300.00	300.00	
25250 BURNETT, CHRISTOPHER								
	111814		Professional Development	10-20-421-820.00	PROFESSIONAL DEVELOPMENT	0.00	85.00	
54050 CASELLA WASTE SYSTEMS INC								
	2344389		Disposal & Refuse	10-30-432-421.00	DISPOSAL & REFUSE	0.00	494.55	
	2344389		Disposal & Refuse	50-10-410-421.00	DISPOSAL & REFUSE	0.00	32.00	
	2344389		Disposal & Refuse	55-20-420-421.00	DISPOSAL & REFUSE	0.00	501.83	
						0.00	1,028.38	
25194 CHARLEBOIS TRUCK PARTS, INC								
	00003395	124220044/2	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	21.72	21.72	
25930 CHITTENDEN COUNTY REGIONAL								
	00004481	34410	Milton Hourglass	38-30-430-450.23	RT 7/MIDDLE/RAILROAD ST	108.55	108.55	
26250 CHITTENDEN SOLID WASTE DISTRICT								
	00003335	IVC021167	Contracted Services	10-30-430-360.00	CONTRACTED SERVICES	2.97	2.97	
26450 CHUCK'S HEATING & A/C INC								
	00009204	W13745	Repair Vault boiler	10-30-432-430.00	REPAIR & MAINT-FACILITIES	718.22	718.22	
39171 COE, CHRISTINE								
	00005596	111914	Revenue Programs	10-50-452-831.00	REVENUE PROGRAMS	1,468.00	453.00	
27380 COMCAST								
	120914		Technical	10-20-420-340.00	TECHNICAL	0.00	138.63	
54494 CONSTANT CONTACT INC								
	00005606	VPYLQ8DAB324	E-Newsletter-online	10-50-452-540.00	ADVERTISING	295.00	294.00	
27785 CONWAY OFFICE SOLUTIONS								
	00051463	499975	Printing & Binding	10-50-451-550.00	PRINTING AND BINDING	38.95	38.95	
	00051465	508202	Printing and Binding	10-50-451-550.00	PRINTING AND BINDING	50.65	50.65	
						89.60	89.60	
27725 COSTCO WHOLESALE INC								
	00051464	11192014	Supplies	10-50-451-612.00	GENERAL SUPPLIES	200.00	95.74	
27864 CRW CORP								
	00003434	W25666	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	463.06	463.06	

11/25/14  
12:26 pm

TOWN OF MILTON Accounts Payable  
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Page 3 of 9  
mthompson

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
-----								
29900 DULAC, KATHLEEN								
		0078	VELI workshop	10-50-451-820.00	PROFESSIONAL DEVELOPMENT	0.00	50.00	
		11/19/14	Mileage reimb	10-50-451-580.00	TRAVEL	0.00	179.50	
						-----	-----	
						0.00	229.50	
30760 EMERGENCY MEDICAL PRODUCTS								
	00011838	1430	General Supplies	10-20-422-612.00	GENERAL SUPPLIES	15.95	15.95	
31450 ESSEX RENTAL & SALES CENTER INC								
	00003396	10547181-000	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	3,630.92	3,630.92	
85375 F.W. WEBB COMPANY								
	00001526	44534215	Machinery and Equipment	55-20-420-740.00	MACHINERY AND EQUIPMENT	660.33	624.06	
	00009181	44672698	Repair & Maintenance	10-30-432-430.00	REPAIR & MAINT-FACILITIES	110.06	110.06	
						-----	-----	
						770.39	734.12	
40332 FASTENAL COMPANY								
	00003423	VTWIN38026	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	544.13	544.13	
36753 FERRARA, DAVID								
		11/21/14	Overpay't of water acct	10-00-000-119.00	UTILITY OVER PAYMENT	0.00	108.00	
32910 FINISH SOLUTIONS LLC								
	00003371	83	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	750.00	750.00	
32958 FISHER SCIENTIFIC								
	00001527	1256815	Supplies	55-20-420-612.00	GENERAL SUPPLIES	98.92	98.92	
45990 FLETCHER ALLEN HEALTH CARE								
	00011839	15137	General Supplies	10-20-422-612.00	GENERAL SUPPLIES	1,113.58	1,113.58	
34350 GALE/CENGAGE LEARNING								
		53666630	Books- Large Print	10-50-451-640.35	BOOKS-LARGE PRINT	0.00	291.24	
34913 GEORGIA AUTO PARTS								
	00003436	438417	Vehicle Maint.	10-30-430-430.10	VEHICLE MAINTENANCE	12.72	12.72	
	00003437	439005,43883	Vehicle maint	10-30-430-430.10	VEHICLE MAINTENANCE	53.90	53.90	
						-----	-----	
						66.62	66.62	
38244 GORDON, JOHN								
	00008433	11-18-14	Furniture & Fixtures	10-10-410-743.00	FURNITURE & FIXTURES	375.00	375.00	
36525 GRAINGER, WW INC								
	00009200	9594194434	Playing Surface Supplies	10-30-432-612.10	PLAYING SURFACE SUPPLIES	300.00	296.90	
36878 GRAY ROCK QUARRY LLC								
	00003409	4062	Penny for Recreation	10-10-000-321.40	1/2 Penny for Recreation	917.07	917.07	

11/25/14  
12:26 pm

TOWN OF MILTON Accounts Payable  
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mthompson

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
<b>37600 GREEN MOUNTAIN POWER</b>								
		11192014	Electricity	10-30-432-622.00	ELECTRICITY	0.00	3,258.72	
		11192014	Electricity	10-30-432-622.50	ELECTRICITY - STREET LIGH	0.00	232.99	
		11192014	Electricity	50-10-410-622.00	ELECTRICITY	0.00	115.99	
		11192014	Electricity	55-20-420-622.00	ELECTRICITY	0.00	385.71	
						0.00	3,993.41	
<b>37626 GREEN MOUNTAIN YOUTH ENRICHMENT IN</b>								
	00005593	511	Revenue Programs	10-50-452-831.00	REVENUE PROGRAMS	2,761.50	396.00	
<b>40700 INGRAM LIBRARY SERVICES</b>								
	00051459	60776922	Books - Adults	10-50-451-640.10	BOOKS-ADULTS	62.30	62.30	
	00051462	60777355/53	Audios	10-50-451-640.15	AUDIOS	294.67	294.67	
	00051466	60778146	Books	10-50-451-640.10	BOOKS-ADULTS	101.90	101.90	
	00051458	60780597	Books-Large Print	10-50-451-640.35	BOOKS-LARGE PRINT	10.02	10.02	
	00051466	60780947	Books-Adults	10-50-451-640.10	BOOKS-ADULTS	32.00	32.00	
	00051462	60780948	Audios	10-50-451-640.15	AUDIOS	35.33	28.50	
	00051451	66538597	Videos	10-50-451-640.50	VIDEOS	38.98	38.98	
	00051457	66538598	Videos-Children	10-50-451-640.50	VIDEOS	22.49	22.49	
						597.69	590.86	
<b>42550 J &amp; B INTERNATIONAL TRUCKS INC</b>								
	00003431	T331223	Vehicle maint	10-30-430-430.10	VEHICLE MAINTENANCE	593.71	593.71	
<b>41804 JARVIS, BRENDA L</b>								
		110714	Babysitter Safety	10-50-000-347.00	RECREATION FEES	0.00	20.00	
<b>43405 JP COOKE CO.</b>								
	00008426	315351	General Supplies	10-20-423-612.00	GENERAL SUPPLIES	199.00	199.00	
<b>40649 LAFOUNTAIN, VICTORIA</b>								
		111714	Donation Expense	10-20-422-850.00	DONATION EXPENSE	0.00	74.67	
<b>45495 LAKE CITY FIRE EQUIPMENT</b>								
	00010927	14797	General Supplies	10-20-421-612.00	GENERAL SUPPLIES	165.00	165.00	
<b>42507 LAMPHERE, JAMES</b>								
		111214	General Supplies	10-20-421-612.00	GENERAL SUPPLIES	0.00	10.96	
<b>46556 LENNYS SHOES</b>								
	00001532	144976	Other Employee Benefits	50-10-410-290.00	OTHER EMPLOYEE BENEFITS	92.50	80.00	
	00001532	144976	Other Employee Benefits	55-20-420-290.00	OTHER EMPLOYEE BENEFITS	92.50	80.00	
						185.00	160.00	
<b>46680 LHS ASSOCIATES INC</b>								
	00007155	46045	General Election	10-10-402-340.00	TECHNICAL	1,264.00	1,264.00	

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TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 11

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	00007155	46045	General Election	10-10-402-550.00	PRINTING AND BINDING	1,924.00	1,924.00	
	00007155	46045	General Election	10-10-402-612.00	GENERAL SUPPLIES	769.00	769.00	
						3,957.00	3,957.00	
36645 MAYNARD, JAMES								
	110714		Babysitter Safety	10-50-000-347.00	RECREATION FEES	0.00	92.00	
49500 MCRAE AUTO SERVICE								
	00010929	2658	Vehicle/Equip. Maint.	10-20-421-430.10	VEHICLE/EQUIP MAINTENANCE	1,000.00	726.80	
	00010935	2670	Vehicle/Maintenance	10-20-421-430.10	VEHICLE/EQUIP MAINTENANCE	433.18	433.18	
	00003357	2683/67	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	90.00	90.00	
						1,523.18	1,249.98	
48467 MILTON ACE HARDWARE LLC								
	00009192	10729/4	Supplies	10-30-432-612.00	GENERAL SUPPLIES	118.90	118.90	
	00003428	10766/4,87	Supplies	10-30-430-612.00	GENERAL SUPPLIES	20.44	20.44	
	00009182	10776,71,32	Misc supplies	10-30-430-430.00	REPAIRS MAINTENANCE	87.54	87.54	
						226.88	226.88	
69870 MILTON BUILDING SUPPLY								
	00009193	8781,80555	Supplies	10-30-432-612.00	GENERAL SUPPLIES	125.75	143.31	
53400 MILTON INDEPENDENT INC								
	00006440	40233	Advertising	10-60-461-540.00	ADVERTISING	76.90	76.90	
	00006439	40422	Advertising	10-60-461-540.00	ADVERTISING	105.00	105.00	
						181.90	181.90	
53950 MILTON RENTAL & SALES CENTER INC								
	00003429	01-331031-01	Repairs maint	10-30-430-430.00	REPAIRS MAINTENANCE	20.53	20.53	
	00001477	01-331034-01	General Supplies	50-10-410-612.00	GENERAL SUPPLIES	16.19	16.19	
	00001477	01-331034-01	General Supplies	55-20-420-612.00	GENERAL SUPPLIES	16.19	16.19	
	00003438	01-331152-01	Supplies	10-30-430-612.00	GENERAL SUPPLIES	36.89	36.89	
						89.80	89.80	
53200 MILTON TOWN SCHOOL DISTRICT								
	00005588	14/149	Cooking classes	10-50-452-831.00	REVENUE PROGRAMS	96.00	140.00	
	00005607	14/152	Town Events	10-50-452-830.16	TOWN EVENTS	75.00	75.00	
						171.00	215.00	
54524 MSI-AGGREGATES								
	00003384	122949/57	Winter Sand	10-30-430-601.20	WINTER SAND	2,630.94	2,784.54	
57350 NEW ENGLAND MUNICIPAL RESOURCE								
	33401-05/7		Official/Administrative	10-10-414-310.00	OFFICIAL/ADMINISTRATIVE	0.00	2,925.00	

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TOWN OF MILTON Accounts Payable  
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By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	00004478	33429	Yr End Seminar	10-10-413-820.00	PROFESSIONAL DEVELOPMENT	375.00	375.00	
						375.00	3,300.00	
58200	NORTHEAST DELTA DENTAL							
	120114		Dental	10-10-410-210.15	GROUP DENTAL INSURANCE	0.00	160.60	
	120114		Dental	10-10-412-210.15	GROUP DENTAL INSURANCE	0.00	199.65	
	120114		Dental	10-10-413-210.15	GROUP DENTAL INSURANCE	0.00	419.37	
	120114		Dental	10-20-420-210.15	GROUP DENTAL INSURANCE	0.00	1,139.06	
	120114		Dental	10-20-421-210.15	GROUP DENTAL INSURANCE	0.00	38.96	
	120114		Dental	10-20-422-210.15	GROUP DENTAL INSURANCE	0.00	86.71	
	120114		Dental	10-30-429-210.15	GROUP DENTAL INSURANCE	0.00	101.48	
	120114		Dental	10-30-430-210.15	GROUP DENTAL INSURANCE	0.00	505.25	
	120114		Dental	10-30-432-210.15	GROUP DENTAL INSURANCE	0.00	215.25	
	120114		Dental	10-50-451-210.15	GROUP DENTAL INSURANCE	0.00	133.10	
	120114		Dental	10-60-461-210.15	GROUP DENTAL INSURANCE	0.00	293.70	
	120114		Dental	50-10-410-210.15	GROUP DENTAL INSURANCE	0.00	181.78	
	120114		Dental	55-20-420-210.15	GROUP DENTAL INSURANCE	0.00	181.78	
						0.00	3,656.69	
58208	NORTHWESTERN OCCUPATION HEALTH							
	00003435	70350	Contracted Services	10-30-430-360.00	CONTRACTED SERVICES	199.00	199.00	
57213	NYIRJESY, NICHOLAS							
	111814		Overpay't of tax	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	1,696.14	
58743	OLIVER, LD SEED COMPANY INC							
	00009198	111455	Pallet of ice melt	10-30-432-430.00	REPAIR & MAINT-FACILITIES	675.00	671.85	
58819	OMEGA ELECTRIC CONSTRUCITON CO INC							
	00004479	57753	Algonquin Reef Inter.	38-30-430-450.26	Alogonquin Reef Intersect	63,968.00	63,968.05	
21254	ORMOND BUSHEY & SONS, INC							
	00004482	11132014	Everest Road Reconstructi	38-30-430-450.17	Everest Road Reconstructi	156,020.30	156,020.30	
34312	PETERSON, MARY BETH							
	111914		Office supplies	10-50-451-611.00	OFFICE SUPPLIES	0.00	108.15	
61900	PIKE INDUSTRIES, INC.							
	00003433	783347/56	Paving	10-30-430-450.10	PAVING	1,328.14	1,328.14	
61988	PIONEER TELEPHONE SALES & SERV. IN							
	00009153	9184	System Prog, & Repairs	10-30-432-430.10	REPAIR & MAINT-EQUIPMENT	105.00	105.00	
56587	POLAND, LONNIE							
	00005595	111914	Revenue Programs	10-50-452-831.00	REVENUE PROGRAMS	2,890.00	660.00	
60042	PRATT & SMITH ELECTRIC, INC							
	00001511	5591-1	Technical Services	55-20-420-340.00	TECHNICAL SERVICES	112.50	112.50	

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TOWN OF MILTON Accounts Payable  
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By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	00001495	5591-2	Equipment Repair	55-20-420-430.15	EQUIPMENT REPAIR & MAINT.	112.50	112.50	
						-----	-----	
						225.00	225.00	
62520 PREMIER TIRE & AUTOMOTIVE CORP								
	00010934	67553	Vehicle/Equipment	10-20-421-430.10	VEHICLE/EQUIP MAINTENANCE	344.25	344.25	
24501 R.R. CHARLEBOIS INC								
	00003345	IC86200	Vehicle Maint	10-30-430-430.10	VEHICLE MAINTENANCE	123.69	123.69	
62120 ROSEN'S UNIFORMS								
	00002874	230281	Uniforms	10-20-420-650.00	UNIFORMS	889.00	889.00	
	00002882	230962	Uniforms	10-20-420-650.00	UNIFORMS	510.00	510.00	
						-----	-----	
						1,399.00	1,399.00	
68281 SAWMILL STUDIO L3C								
	00005585	112514	Revenue Programs	10-50-452-831.00	REVENUE PROGRAMS	576.00	468.00	
58813 SECURSHRED								
	00007140	7960	Shredding	10-10-412-345.00	SHREDDING	60.00	60.00	
60369 SEVEN DAYS NEWSPAPER								
	00008435	146058	Ad	10-10-416-540.00	ADVERTISING	21.75	21.75	
72658 SPECIALTY VEHICLES, INC								
	00011820	2412	Vehicle/Equip. Maintence	10-20-422-430.10	VEHICLE/EQUIP.MAINTENANCE	1,377.26	1,377.26	
73450 STATE OF VERMONT								
	00020024	6483-9015-2	Dues & Fees	10-30-429-810.00	DUES & FEES	80.00	80.00	
	00020023	726-9014	Operating fees	10-30-429-810.00	DUES & FEES	40.00	40.00	
						-----	-----	
						120.00	120.00	
72565 STITZEL, PAGE & FLETCHER, P.C.								
	24311		Legal Work	10-00-000-256.00	DUE TO DEVELOPERS	0.00	330.00	
	24311		Legal Work	10-10-405-330.10	GENERAL GOVERNMENT	0.00	172.83	
	24311		Legal Work	10-10-405-330.10	GENERAL GOVERNMENT	0.00	245.00	
	24311		Legal Work	10-10-405-330.10	GENERAL GOVERNMENT	0.00	1,353.75	
	24311		Legal Work	10-10-405-330.10	GENERAL GOVERNMENT	0.00	835.00	
	24311		Legal Work	10-10-405-330.30	PLANNING	0.00	3,855.00	
	24311		Legal Work	10-10-405-330.70	APPEALS	0.00	70.00	
	24311		Legal Work	10-10-405-330.70	APPEALS	0.00	87.50	
	24311		Legal Work	10-10-405-330.70	APPEALS	0.00	577.50	
	24311		Legal Work	10-10-405-330.70	APPEALS	0.00	315.00	
						-----	-----	
						0.00	7,841.58	
74488 SULLIVAN, POWERS & COMPANY								
	115997		Prof service	10-10-401-330.00	OTHER PROFESSIONAL SERVIC	0.00	3,817.00	

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TOWN OF MILTON Accounts Payable  
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By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
76719 THE TECH GROUP, INC.								
	00007154	65994	Technical	23-10-412-340.00	TECHNICAL	660.00	660.00	
	00007153	66007	Technology	10-10-412-613.00	TECHNOLOGY	190.00	190.00	
	00007144	66030	Technical	10-10-417-340.00	TECHNICAL	20,000.00	19,000.00	
						20,850.00	19,850.00	
79858 THE VELLANO CORPORATION								
	00001485	S2006893.008	Supplies, Water Meters	50-10-410-612.00	GENERAL SUPPLIES	1,463.13	1,463.13	
	00001485	S2006893.008	Supplies, Water Meters	50-10-410-612.10	WATER METERS	359.69	359.69	
	00001485	S2006893.008	Supplies, Water Meters	55-20-420-612.10	WATER METER PURCHASES	359.68	359.68	
						2,182.50	2,182.50	
78210 UNIFIRST CORP								
	1645406/2		General Supplies	10-30-430-612.00	GENERAL SUPPLIES	0.00	12.16	
	1645406/2		General Supplies	10-30-430-650.00	EMPLOYEE UNIFORMS	0.00	36.11	
	1645406/2		General Supplies	10-30-432-650.00	EMPLOYEE UNIFORMS	0.00	17.05	
	1646681			10-30-430-612.00	GENERAL SUPPLIES	0.00	18.16	
	1646681			10-30-430-650.00	EMPLOYEE UNIFORMS	0.00	84.32	
	1646681			10-30-432-650.00	EMPLOYEE UNIFORMS	0.00	17.05	
	1646682		Employee Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	11.50	
	1646682		Employee Uniforms	50-10-410-650.00	EMPLOYEE UNIFORMS	0.00	88.71	
	1646682		Employee Uniforms	55-20-420-650.00	EMPLOYEE UNIFORMS	0.00	88.71	
	448431/2		Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	17.66	
	448431/2		Uniforms	10-30-432-650.00	EMPLOYEE UNIFORMS	0.00	17.05	
	448431/2		Uniforms	50-10-410-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
	448431/2		Uniforms	55-20-420-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
						0.00	444.78	
81021 VERMONT IRRIGATION INC								
	00009197	18111	Repair & Maintenance	10-30-432-430.00	REPAIR & MAINT-FACILITIES	85.00	85.00	
46537 VERMONT LIFE SAFETY LLC								
	00009199	24378	Repair & Maint.	10-30-432-430.00	REPAIR & MAINT-FACILITIES	215.00	215.00	
82994 VISION SERVICE PLAN-CONNECTICUT								
	12012014		Vision Service Plan	10-10-404-520.80	VISION SERVICE PLAN	0.00	685.93	
	12012014		Vision Service Plan	50-10-410-210.20	GROUP LTD/STD/VISION INS	0.00	31.71	
	12012014		Vision Service Plan	55-20-420-210.20	GROUP LTS/STD/VISION INS	0.00	31.70	
						0.00	749.34	
83844 W.B. MASON CO INC								
	00008427	I21742888	Supplies	10-10-410-611.00	OFFICE SUPPLIES	111.90	111.90	
	00008427	I21742888	Supplies	10-10-416-611.00	OFFICE SUPPLIES	221.94	221.94	
	00003444	I21922648	General Supplies	10-30-430-612.00	GENERAL SUPPLIES	43.00	43.00	

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TOWN OF MILTON Accounts Payable  
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By due date and vendor name for check acct 1(GENERAL FUND) and due dates 12/02/14 thru 12/02/14

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check	
						376.84	376.84		
87227 WORKSAFE TRAFFIC CONTROL INDUSTRIE	00003366	55236/55234	Traffic Signs	10-30-430-616.00	TRAFFIC SIGNS	1,025.95	1,025.95		
Report Total							339,343.83		

THESE INVOICES HAVE BEEN APPROVED BY THE TOWN MANAGER ON THE FOLLOWING DATE:

\_\_\_\_\_  
Brian M. Palaia, Town Manager

APPROVED ON \_\_\_/\_\_\_/\_\_\_

To the Treasurer of the TOWN OF MILTON:

We Hereby certify that there are sufficient vouchers supporting the amounts owed to the above mentioned vendors.

Let this be your order for the payments of the amounts totaling \$ \*\*\*339,343.83

SELECTBOARD:

\_\_\_\_\_  
Darren Adams, Chair      John C.Gifford, Vice Chair      John W. Bartlett, Clerk      Brenda Steady      Stuart King

11/25/14  
12:40 pm

TOWN OF MILTON General Ledger  
Balance Sheet Current Year - Period 5 Nov  
GENERAL FUND

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Account	Curr Yr Pd 5 Nov Encumbrances	Curr Yr Pd 5 Nov Actual
<b>ASSET</b>		
10-00-000-101.00 PEOPLE'S UNITED BANK CK	0.00	1,286,607.64
10-00-000-106.00 MILTON EMS RECEIPTS	0.00	348,966.95
10-00-000-110.00 PAYROLL CHECKING ACCOUNT	0.00	650.05
10-00-000-111.00 PETTY CASH-LIBRARY	0.00	25.00
10-00-000-112.00 CASH CHARGED FOR EVENTS	0.00	335.00
10-00-000-113.00 CHOICE CARE CHECKING	0.00	42,776.65
10-00-000-117.00 UTILITY CONTROL ACCT	0.00	1,722.86
10-00-000-119.00 UTILITY OVER PAYMENT	0.00	-1,282.64
10-00-000-120.00 Credit Card Checking Acct	0.00	1,333.16
10-00-000-122.00 PENALTIES REC-DEL TAXES	0.00	19,529.89
10-00-000-123.00 INTEREST REC-DEL TAXES	0.00	21,076.29
10-00-000-124.01 POLICE CONTRACTS RECEIVAB	0.00	21,555.50
10-00-000-124.10 CCTA BUS PASS RECEIVABLE	0.00	1,413.00
10-00-000-129..1 Allowance for Ambul	0.00	-86,000.00
10-00-000-129.10 ACCOUNTS REC - AMBULANCE	0.00	219,130.12
10-00-000-129.30 ACCTS REC-POLICE COPS GRA	0.00	21,941.78
10-00-000-129.40 A/R - SRO Officer Grant	0.00	7,159.43
10-00-000-131.00 TAXES CURRENT	0.00	14,772,513.44
10-00-000-132.00 Inventory	0.00	38,708.35
10-00-000-140.00 PRIOR YR DEL TAXES TOWN	0.00	265,246.83
10-00-000-143.00 DEL TAX PROPERTY SALES	0.00	-400.81
10-00-000-144.00 RESERVE-UNCOLLECTED TAXES	0.00	-19,000.00
10-00-000-146.00 DEFERRED TAX REVENUE	0.00	-350,000.00
10-00-000-170.00 DUE FROM/TO OTHER FUNDS	76,962.61	-1,488,048.73
10-00-000-190.00 PREPAID POSTAGE	0.00	5,234.25
10-00-000-192.00 PREPAID TAXES	0.00	-0.02
<b>Total Asset</b>	<b>76,962.61</b>	<b>15,131,193.99</b>

<b>LIABILITY</b>		
10-00-000-200.00 ACCRUED PAYROLL	0.00	-147,168.02
10-00-000-201.15 FICA PAYABLE	0.00	-9,662.90
10-00-000-201.25 PENSION PAYABLE	0.00	-7,740.92
10-00-000-201.30 MEDI PAYABLE	0.00	-2,259.87
10-00-000-210.00 ACCOUNTS PAYABLE	0.00	-59,375.90
10-00-000-222.15 Def Rev - Ambulance	0.00	-69,000.00
10-00-000-250.02 DUE TO SCHOOL CURRENT TAX	0.00	-10,131,542.74
10-00-000-250.03 DUE TO SCHOOL-LIQUOR LIC	0.00	-265.00
10-00-000-250.09 DUE TO FLAG TRUST	0.00	-1,000.21
10-00-000-250.10 DUE TO CSWD-BINS/TIRES	0.00	-170.12
10-00-000-250.11 DUE TO REC SCHOLARSHIPS	0.00	-1,755.51
10-00-000-252.01 DUE TO STATE/MARRIAGE LIC	0.00	-140.00
10-00-000-252.02 DUE TO STATE/DOG LICENSE	0.00	178.00
10-00-000-253.01 DUE TO GERMAINE TAX	0.00	-194.63
10-00-000-254.00 DUE TAXPAYER-TAX OVERPMT	0.00	-1,940.76
10-00-000-255.00 DUE TO HIGHWAY PERMITS	0.00	-400.00

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TOWN OF MILTON General Ledger  
Balance Sheet Current Year - Period 5 Nov  
GENERAL FUND

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Account	Curr Yr Pd 5 Nov Encumbrances	Curr Yr Pd 5 Nov Actual
10-00-000-256.00 DUE TO DEVELOPERS	0.00	-12,910.57
10-00-000-258.00 Due to Highway	0.00	-2,159.00
10-00-000-299.00 ENCUMBRANCE	-320,293.34	0.00
<b>Total Liability</b>	<b>-320,293.34</b>	<b>-10,447,508.15</b>
<b>RESERVES</b>		
10-10-000-321.40 1/2 Penny for Recreation	752.85	22,397.91
<b>Total Reserves</b>	<b>752.85</b>	<b>22,397.91</b>
<b>BUDGETARY</b>		
<b>Total Budgetary</b>	<b>0.00</b>	<b>0.00</b>
<b>FUND BALANCE</b>		
10-00-199-000.00 FUND BALANCE	0.00	-628,180.10
10-00-199-000.10 EMERGENCE MANAGMENT RESER	0.00	-71,474.34
10-00-199-000.20 RESERVED RESCUE	0.00	-1,184.27
10-00-199-000.30 HEALTH INS STABILIZATION	0.00	-156,721.87
10-00-199-000.40 RESERVED FUND BALANCE	0.00	-330,000.00
10-00-199-000.50 FD Equip-Village	0.00	-5,783.19
10-00-199-000.55 Riley Fund-Village	0.00	-525.99
<b>Total Prior Years Fund Balance</b>	<b>0.00</b>	<b>-1,193,869.76</b>
<b>Fund Balance Current Year</b>	<b>242,577.88</b>	<b>-3,512,213.99</b>
<b>Total Fund Balance</b>	<b>242,577.88</b>	<b>-4,706,083.75</b>
<b>Total Liability,Reserves,Fund Balance</b>	<b>-76,962.61</b>	<b>-15,131,193.99</b>