

**Milton Selectboard**  
**January 5, 2015 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**

**A) Resignation of Development Review Board Alternate – Mitch McClellan**

*(Accept Resignation)*

**Brian Palaia, Town Manager**

**B) Acceptance of Town Manager Resignation**

*(Accept Resignation)*

**Brian Palaia, Town Manager**

**VI. New Business and Department Items**

**C) Haunted Forest Debrief**

*(Discussion of Haunted Forest and Plans for Next Year)*

**Brian Palaia, Town Manager, Kym Duchesneau, Recreation Coordinator and Darrin Bennington and Jay Maurice**

**D) Vermont League of Cities and Towns (VLCT) Proposal to Provide Town Manager Search Services and Review of Job Posting**

*(Consider Authorizing Proposal and Job Posting)*

**Brian Palaia, Town Manager**

**E) Assessor Budget**

*(Review Assessor Budget)*

**Brian Palaia, Town Manager and Ed Clodfelter, Assessor**

**F) Planning Grant Agreement for Cathedral Square Feasibility Study on Affordable Senior Rental Housing in Milton**

*(Consider Authorizing Grant Agreement Documents)*

**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 – December 15, 2014

2) Selectboard – Special Meeting – December 22, 2014

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

1) Warrant Report#13

**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**

**From:** [Brian Palaia](#)  
**To:** [Ann Janda](#); [Erik Wells](#)  
**Subject:** FW: Milton DRB Alternate  
**Date:** Monday, December 08, 2014 3:14:35 PM

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For our records and for next agenda to accept his resignation.

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**From:** Mitch M [mailto:mitch.mcclellan@gmail.com]  
**Sent:** Monday, December 08, 2014 3:14 PM  
**To:** Brian Palaia  
**Cc:** Jacob Hemmerick  
**Subject:** Milton DRB Alternate

Good afternoon Brian,

I am an alternate on the Milton DRB and I'm no longer a resident of Milton due to selling our home, which happened very quickly. I wanted to submit my formal resignation and I've already notified Jake as well. I've thoroughly enjoyed my time on the DRB and if I do move back to Milton, I intend to continue my public service wherever possible.

Also, I wanted to mention that Jake has done an excellent job in his role and has really elevated the DRB as a whole. He is very detailed oriented, studious and thorough. Not to mention he's a really nice guy, which always matters. The town is fortunate to have him.

If I need to submit my resignation via a written letter, please let me know. It has been a pleasure.

Regards,  
Mitch

(802.338.6352)

# **Town Manager Resignation**

Brian Palaia, Town Manager

# **Haunted Forest Debrief**

Darrin Bennington and Jay Maurice

Brian Palaia, Town Manager and

Kym Duchesneau, Recreation Coordinator

Town Manager  
Milton, Vermont

The Town of Milton, Vermont seeks a well-qualified, engaging, and collaborative town manager. Milton (population 10,700) is located in northwest Vermont on the shores of Lake Champlain, just minutes from Vermont's largest and most vibrant city. Milton is known as a wonderful location for families and businesses to grow. Milton grew in the last census and is now ranked as the 8th largest community in Vermont.

The town manager reports to a five-member selectboard and is responsible for the daily operations of the town. The manager develops and administers a \$10 million budget that includes the town's water and sewer utilities. The manager also oversees all personnel, financial, public works, public safety and community relations matters. The Town of Milton employs approximately 52 full-time employees, 17 part-time employees, and up to 100 volunteers. A detailed job description is available at [www.miltonvt.org](http://www.miltonvt.org), under "Employment Opportunities." The town web site also includes a link to the town's governance charter.

Hiring range is \$90,000 to \$110,000, based on experience, with an excellent benefits package. Bachelor's degree is required; master's degree in public administration, business administration, or related field is preferred. Experience with tax increment financing (TIF) is a plus, ten years progressively responsible experience in municipal government and public finance is required. Experience as a town manager is a plus. The Town's charter requires the Town Manager to become a resident of Milton.

To apply, please send a confidential cover letter, resume, and three references to:

Milton Town Manager Search  
c/o VLCT  
89 Main Street  
Montpelier, VT 05602

You may also email to [eharrington@vlct.org](mailto:eharrington@vlct.org) with Milton in the subject line. Resume review will begin on January 15, 2015.

The Town of Milton is an equal opportunity employer.

# **Assessor Budget**

Brian Palaia, Town Manager and

Ed Clodfelter, Assessor

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*

December 16, 2014

Brian Palaia, Town Manager  
Town of Milton  
43 Bombardier Road  
Milton VT 05468

RE: Town of Milton; 07110-PG-2014-Milton-00001  
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 January 6, 2015. 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,



Claire Forbes,  
Community Development Specialist

CF:cmb  
Enclosures  
cc: Ann Janda



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)

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**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 the **Standard Provisions** of this *Agreement*, the Grantee and the Agency hereby agree to the following Special Conditions:

- (A) Award Date – **October 10, 2014**
- (B) Completion Date - All activities shall be complete by **December 31, 2016**
- (C) Total Award - The total award of VCDP funds will not exceed **\$30,000**
- (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:** Cathedral Square Corporation, 412 Farrell St, Suite 100 South Burlington, VT 05403 DUNS #098350291 FED ID 03-0264362
  - Administrator:** Town of Milton, 43 Bombardier Road Milton, VT 05468 DUNS #006615041 FED ID 03-6000573 and Cathedral Square Corporation
- (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 **December 31, 2015** and the report shall be due no later than **January 30, 2016**.
- (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)**, 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 under this *Agreement*, the Grantee shall provide 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 the first requisition of funds under this *Agreement*, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraph (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 this requisition.
  - (5) 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.
- (6) Prior to the requisition for the final ten (10%) percent of VCDP Funds, Grantee shall certify that the **Work Product(s)**, as set forth in Attachment B of this *Agreement*, has been completed to its satisfaction and copies of all reports and materials produced have been received.
- (7) A complete copy of the **Work Product(s)** shall be filed with the Agency as part of the Final Program Report.
- (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); incorporate by reference this Grant Agreement; and shall, at a minimum, provide for the following:
- (1) Require the Subgrantee to provide a firm commitment of all Other Resources.
  - (2) 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.
  - (3) 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.
  - (4) 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.
  - (5) 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>.
  - (6) Require the Subgrantee to assist the Grantee in the performance of the General Administration (Activity 5013) of this grant. If Subgrantee hires a General Administrator to fulfill this role, Subgrantee shall provide a copy of the fully executed **General Administrative Services Contract** that shall include all applicable specific functions and required provisions set forth in the “Sample Contract for General Administrative Services” (VCDP *Grants Management Guide*, Chapter 4).
  - (7) Require Subgrantee to provide a copy of the fully executed **Administrative and Professional Services Contract(s)** between Subgrantee and any Consultant(s) for the performance of the Planning (Activity 6012) to be performed by Consultant(s). Said contract(s) shall carry provisions which incorporate by reference this *Agreement*, set forth the responsibilities of each party and include all pass-through provisions required under this Program.

## DESCRIPTION OF ACTIVITIES

### (A) Project Description:

The Grantee shall subgrant VCDP Funds, which shall be used together with Other Resources, as set out below at *Sources and Uses*, for pre-development work related to the construction of 30 new units of affordable, accessible senior housing. The Town will subgrant funding to Cathedral Square Corporation (CSC) who will oversee the feasibility work. Funds will be used for civil engineering and permitting, architectural design and a Phase I and possibly Phase II environmental assessment.

Cathedral Square Corporation (CSC) obtained option agreements on three parcels of land located in Milton's new town center. The primary parcel consists of approximately 1 acre and is served by a town sidewalk, has access to municipal water and sewer and is walking distance the town offices, grocery stores, Fletcher Allen Health Care's primary care clinic and the senior center. The two remaining parcels allow Cathedral Square Corporation to meet density requirements that allow for 30 new units of senior housing.

#### (1) PLANNING (Activity #6012)

VCDP funds will be used in conjunction with other resources to produce the following work products:

1. Initial engineering to determine the feasibility of underground parking
2. Architectural renderings and schematics for 30 new units of affordable, ADA accessible housing
3. Phase I and possibly a Phase II site assessment
4. Development of a site plan with boundary adjustments
5. Appraisal
6. Project specific market study

### (B) General Administration (Activity 5013)

The Grantee shall use Other Resources, as set out below at *Sources and Uses*, 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

Any projects developed as a consequence of the plan produced hereunder will have the potential for providing benefit where at least 51% of those served would be persons with low or moderate incomes.

**(D) Sources and Uses**

The Other Resources total \$67,809, derived as follows:

Other Resources	Type	Amount	Status
Municipal Contribution (MUNI) - Town of Milton	Cash-In-Kind	\$3,000	Committed
Vermont Housing & Conservation Board (VHCB) - Feasibility Grant	Grant	\$10,000	Committed
Other (Other) - Enterprise Community Partners	Grant	\$20,000	Committed
Other (Other) - Housing Assistance Council	Grant	\$19,000	Committed
Other (Other) - CSC	Cash	\$15,809	In-Hand

Activity	Program Area	Code	VCDP Amount	VHCB	MUNI	Other	Total Activity Costs
General Administration	Housing	5013	\$0		\$3,000	\$1,000	\$4,000
Planning - Only	Housing	6012	\$30,000	\$10,000		\$53,809	\$93,809
Total Costs			\$30,000	\$10,000	\$3,000	\$54,809	\$97,809
Percentage of Total			31%	10%	3%	56%	

**(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. For reimbursement for **Grantee's personnel**, the supporting documentation must detail the expenditures by identifying the personnel, the time worked, the rate being charged per each respective individual, and a description of the work that was performed. For any other costs that are billed directly to **Grantee**, Grantee shall provide supporting documentation to identify the sources of the expenditures and attach copies of the supporting invoices.

**(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 Subgrantee'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, 2015** and the report shall be due no later than **January 30, 2016**. 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>
Planning - Housing	Low & Moderate Income	Number of Project(s)	1

## 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 #PG-2014-Milton-00001**

### **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 Subgrant to Cathedral Square Corporation for pre-development work for a proposed 30 units of new senior housing. CSC is planning to develop an affordable, service-enriched senior housing facility in the town of Milton. 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 \$30,000.

### **IV. GRANT TERM**

The period of Grantee's performance shall begin on 10/10/2014 and end on 12/31/2016.

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

Federal 31% Other 69%

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

CFDA Title: Community Development Block Grants/State's program  
CFDA Number: 14.228  
Project Name: Senior Housing Study  
Program Year: 2014  
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: Ann Janda

Telephone Number: (802) 891-8019

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

**X. FISCAL YEAR**

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

**XI. ATTACHMENTS**

This Grant consists of 25 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: \_\_\_\_\_

## SPECIAL CONDITIONS

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

- (A) Award Date – **October 10, 2014**
- (B) Completion Date - All activities shall be complete by \_\_\_\_\_
- (C) Total Award - The total award of VCDP funds will not exceed **\$30,000**
- (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: **{Include DUNS # and Federal ID when applicable including Consultant if know who consultant will be}**  
**Subgrantee:** Cathedral Square Corporation  
**Administrator:** Town and Cathedral Square Corporation
- (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 \_\_\_\_\_ and the report shall be due no later than \_\_\_\_\_.
- (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)**, 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 under this *Agreement*, the Grantee shall provide 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 the first requisition of funds under this *Agreement*, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraph (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 this requisition.
  - (5) 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.

- (6) Prior to the requisition for the final ten (10%) percent of VCDP Funds, Grantee shall certify that the **Work Product(s)**, as set forth in Attachment B of this *Agreement*, has been completed to its satisfaction and copies of all reports and materials produced have been received.
- (7) A complete copy of the **Work Product(s)** shall be filed with the Agency as part of the Final Program Report.
- (K) 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); incorporate by reference this Grant Agreement; and shall, at a minimum, provide for the following:
- (1) Require the Subgrantee to provide a firm commitment of all Other Resources.
  - (2) 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.
  - (3) 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.
  - (4) 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.
  - (5) 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>.
  - (6) Require the Subgrantee to assist the Grantee in the performance of the General Administration (Activity 5013) of this grant. If Subgrantee hires a General Administrator to fulfill this role, Subgrantee shall provide a copy of the fully executed **General Administrative Services Contract** that shall include all applicable specific functions and required provisions set forth in the “Sample Contract for General Administrative Services” (VCDP *Grants Management Guide*, Chapter 4).
  - (7) Require Subgrantee to provide a copy of the fully executed **Administrative and Professional Services Contract(s)** between Subgrantee and any Consultant(s) for the performance of the Planning (Activity 6012) to be performed by Consultant(s). Said contract(s) shall carry provisions which incorporate by reference this *Agreement*, set forth the responsibilities of each party and include all pass-through provisions required under this Program.

## DESCRIPTION OF ACTIVITIES

### (A) Project Description:

The Grantee shall subgrant VCDP Funds , which shall be used together with Other Resources, as set out below at *Sources and Uses*, for pre-development work related to the construction of 30 new units of affordable, accessible senior housing. The Town will subgrant funding to Cathedral Square Corporation (CSC) who will oversee the feasibility work. Funds will be used for civil engineering and permitting, architectural design and a Phase I and possibly Phase II environmental assessment.

Cathedral Square Corporation (CSC) obtained option agreements on three parcels of land located in Milton's new town center. The primary parcel consists of approximately 1 acre and is served by a town sidewalk, has access to municipal water and sewer and is walking distance the town offices, grocery stores, Fletcher Allen Health Care's primary care clinic and the senior center. The two remaining parcels allow Cathedral Square Corporation to meet density requirements that allow for 30 new units of senior housing.

#### (1) PLANNING (Activity #6012)

VCDP funds will be used in conjunction with other resources to produce the following work products:

1. Initial engineering to determine the feasibility of underground parking
2. Architectural renderings and schematics for 30 new units of affordable, ADA accessible housing
3. Phase I and possibly a Phase II site assessment
4. Development of a site plan with boundary adjustments
5. Appraisal
6. Project specific market study

### (B) General Administration (Activity 5013)

The Grantee shall use VCDP funds, together with Other Resources, as set out below at *Sources and Uses*, 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

Any projects developed as a consequence of the plan produced hereunder will have the potential for providing benefit where at least 51% of those served would be persons with low or moderate incomes.

### (D) Sources and Uses

The Other Resources total \$xxxxx, derived as follows:

(insert budget)

**(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 Subgrantee's work and the status of the Project, and in particular the activities described in Paragraph A above. The First Reporting period shall end \_\_\_\_\_ and the report shall be due no later than \_\_\_\_\_. 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.

**SAMPLE VCDP SUBGRANT AND  
ADMINISTRATIVE SERVICES /PROGRAM MANAGEMENT AGREEMENT**

This Subgrant Agreement, by and between the Town of Milton, Vermont (Grantee) and Cathedral Square Corporation (Subgrantee), a non-profit organization incorporated under the laws of Vermont, with its principal place of business at 412 Farrell Street, Suite 100, South Burlington, VT 05403, Vermont, is effective this 5th day of January, 2015, 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) **“Grant”** means the Vermont Community Development Program grant awarded to the Town of Milton the terms of which are reflected in the Grant Agreement.
  - 4) **“Grant Agreement”** means Grant Agreement #07110-PG-2014-Milton-00001 between the Town of Milton and the State of Vermont, Agency of Commerce and Community Development, including all attachments and amendments thereto.
  - 5) **“Grantee”** means the Town of Milton.
  - 6) **“HUD”** means the U.S. Department of Housing and Urban Development.
  - 7) **“National Objective”** means the specific goals and purposes of this project set forth in Attachment B of the Grant Agreement.
  - 8) **“Project”** means the project as described in Attachment B of the Grant Agreement.
  - 9) **“Subgrant”** means the VCDP funds granted to Subgrantee by Grantee and the restrictions on its use required by federal and state law, regulation and procedure and the Grant and Subgrant Agreements.
  - 10) **“Subgrant Agreement”** means this Agreement between Grantee and Subgrantee.
  - 11) **“Subgrantee”** means the Cathedral Square Corporation.
  - 12) **“Subrecipient”** means a person or entity that receives a grant or loan from a Subgrantee and that contributes to the achievement of the National Objective for the project set forth in Attachment B of the Grant Agreement.
  - 13) **“VCDP”** means the Vermont Community Development Program.

**PART II CONSIDERATION AND INCORPORATION OF GRANT AGREEMENT**

- A) Grantee makes 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 Grantee maintain in their respective files.

### **PART III 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 IV 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 V TERMS OF THE SUBGRANT**

- A) This Subgrant is in the amount of thirty thousand dollars (\$30,000).

- 1) The breakdown amount of the total subgrant as stated in Attachment B of the Grant Agreement is as follows:

<u>Architectural Design and Development</u>	<u>\$20,000</u>
<u>Civil Engineering and Permitting</u>	<u>\$5000</u>
<u>Phase 1 Environmental Site Assessment</u>	<u>\$2,500</u>
<u>Phase 2 Environmental Site Assessment (if needed)</u>	<u>\$2,500</u>

- B) The Subgrantee stands in the shoes of the Grantee and therefore all requirements of federal and state laws, regulations and procedures that apply to the Grantee also apply to Subgrantee.
- C) If the VCDP determines and informs Grantee in writing that Subgrantee has not achieved the National Objective and has little likelihood of doing so, and that therefore Grantee may be required to reimburse the Agency for all or a portion of the Grant funds, Grantee may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.

### **PART VI TERMINATION OF GRANT ON DEFAULT**

<Decide whether, and if so under what conditions, grantee may determine that subgrantee has defaulted and may terminate grant and demand repayment of all or a portion of grant. If grantee may do so, set forth effects of termination, such as total principle plus any payments made by grantee becoming due and payable immediately. Set forth interest rate, or means of determining interest rate, if any. Coordinate with part ix, c, grantee's payments, and part xiv, default and remedies.>

### **PART VII SUBGRANTEE'S REPRESENTATIONS**

- A) **VERMONT BUSINESS:** Subgrantee certifies that, as of the date of execution of this Agreement, Subgrantee has provided to Grantee a copy of a currently effective certificate of authority to do business in the State of Vermont.
- B) **OTHER RESOURCES:** Subgrantee hereby certifies that Subgrantee has provided to Grantee documentation of firm commitments of the Other Resources identified in Attachment B of the Grant Agreement, including the purpose for which they are to be used and any conditions attached to their expenditure.
- C) **CERTIFICATIONS:** Subgrantee hereby makes the following additional certifications, in form satisfactory to 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 subject to taxation;
- 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 of record, or disclosed to the Agency prior to the execution of the Grant Agreement, or disclosed no later than at the execution of this Subgrant Agreement; and
- 4) Subgrantee's representations with respect to the financial and operational aspects of the business in the written documents previously provided to the Grantee remain accurate and not misleading.

### **PART VIII SUBGRANTEE'S COVENANTS**

- A) **NATIONAL OBJECTIVE:** Subgrantee commits to achieve the National Objective of this project as identified in Attachment B of the Grant Agreement, and to maintain documentation as may be required by the Grant Agreement and otherwise necessary to clearly demonstrate that Subgrantee has achieved the National Objective.
- B) **NOTICE OF CHANGE:** Subgrantee, its successors and assigns, for a period of five years from the Completion Date set forth in the Grant Agreement, shall give timely notice to the Grantee and to the Agency should there be the anticipation of a sale of all or a portion of the facility assisted using VCDP funds to any person or entity who will use it for any changed purpose; of discontinuance of operation of all or a portion of the facility; or of material alteration or expansion of its purpose of function. All such actions shall constitute a default, in which case Grantee shall have all options available at law as may be required to protect or recapture the funds made available through the VCDP.
- C) **INSURANCE:** For a period beginning with the execution of this Grant Agreement and continuing for at least 5 years after the Completion Date, Subgrantee shall take out, pay for and keep in full force, insurance on the Collateral against such risks, in such amounts, with such insurance carrier, and with such loss payable clause as shall be satisfactory to Grantee, and shall furnish Grantee with the satisfactory evidence of such insurance.
- D) **PERMITS:** Subgrantee shall secure all federal, state and local permits that are necessary, and shall comply with any conditions related to the disbursement of funds imposed by agencies requiring them. Subgrantee has identified all permits necessary for the project, and has secured those necessary to commence activities.
- E) **EMPLOYMENT AGREEMENT:** Subgrantee shall enter into and comply with the terms of an Employment Agreement if required by the Grant Agreement.
- F) **LOAN AGREEMENT:** Subgrantee shall enter into and comply with the terms of a Loan and Security Agreement.
- G) **BENEFIT AND PERFORMANCE AGREEMENT:** Subgrantee shall enter into and comply with the terms of a Benefit and Performance Agreement.
- H) **CLOSEOUT AGREEMENT:** Subgrantee shall enter into and comply with the terms of the Closeout Agreement.
- I) **REPORTS:** Subgrantee shall submit financial and operational reports to Grantee as Grantee may reasonably request, and Grantee shall have access to the records of the Subgrantee during normal

business hours or as arranged in advance. Subgrantee's failure to provide such information as requested within <GRANTEE SETS TIME FRAME, OR STATES AMOUNT OF TIME CONSISTENT WITH THE GRANTEE'S POLICY, IF ANY> and/or the provision of information that appears to be inaccurate or incomplete, unless remedied within 15 days, shall constitute an event of default.

- J) **NO FINANCIAL CHANGE:** Subgrantee shall make no material change in the financial or operational aspects of its business, specifically including but not limited to the borrowing of additional money, the granting of additional liens significantly altering the plan for capital expenditures, salaries of partners or employees, or Subgrantee's product or service, without the prior written consent of Grantee, except as otherwise provided for in this Subgrant Agreement.
- K) **OTHER LIENS AND ENCUMBRANCES:** Subgrantee shall use no proceeds of this Subgrant to discharge any lien or other encumbrance.
- L) **REFINANCING:** Subgrantee shall not use the Subgrant as collateral for any other debt without the prior written approval of Grantee. VCDP funds shall not be used to restructure debt in any way, except where the project involves the use of VCDP funds to convert temporary bridge or construction financing to permanent financing.
- M) **TITLE INSURANCE:** Promptly after the closing Subgrantee shall provide Grantee with proof that Subgrantee has a policy for title insurance in no less than the sum of the full amount of this Subgrant and the amounts of all mortgages, liens and other encumbrances having a higher priority than this Subgrant.

#### **PART IX 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 Grantee or holding any elective or appointive municipal office in Grantee shall participate in any discussions with decision makers of Grantee 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) during a person's tenure with Grantee and for one year thereafter.
  - 2) No person described in 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 subsection 1 of this section Chapter 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 project 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 or any Subrecipient 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, and the requirements of 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 X ADMINISTRATIVE SERVICES**

- A) The Subgrantee shall perform the following required services in the general administration of Grant Agreement #07110-PG-2014-Milton-00001.
- 1) Work with the Grantee to establish and maintain a financial management system which meets the standards stated in Section X., Financial Management, of the Grant Agreement. The system must assure effective control over and accountability for all funds, property, and other assets used and/or attained under the Grant Agreement.
  - 2) Document the benefit to low and moderate income persons as required in the Grant Agreement.
  - 3) Maintain adequate records of the disbursement and receipt of VCDP grant funds.
  - 4) Maintain project files.
  - 5) Prepare and submit the progress reports, in the required format, to the Grantee in time for submission to the Agency as required by Attachment A of the Grant Agreement.
  - 6) Prepare closeout and final report documents and provide the Agency with any other information about the project necessary for the Grant Agreement to be successfully closed.
  - 7) Assist the Grantee with developing a Closeout Agreement as required by Attachment A of the Grant Agreement to deal with Program Income received by the Grantee from activities supported by VCDP grant funds.

- B) For the administrative services as outlined in PART XII (A)(1)-(7) of this contract and the Grant Agreement, the Subgrantee will receive a fee not to exceed \$0.
  - 1) Subgrantee will submit invoices to the Town identifying the personnel and the time worked, the rate being charged, and the general administrative service(s) that was performed upon which payment will be based.
- C) The Subgrantee shall be responsible for expenditures above and beyond the amounts agreed to in this Contract.

### **PART XI PROGRAM MANAGEMENT**

- A) The Subgrantee shall perform the following required services in the program management of Grant Agreement #07110-PG-2014-Milton-00001.

CSC will manage consultant contracts, prepare progress reports to submit to VCDP, and submit requisitions to the Town of Milton for submission to VCDP. CSC Staff Time for General Administration is funded by other grant source match. Estimate of \$1,000 for CSC staff in-kind based upon 18 hours at a combined rate of \$55/hour, committed from the Housing Assistance Council for CSC staff time for pre-development activities in Milton.

- B) For the program management services as outlined in PART XIII (A)(1) of this Contract and the Grant Agreement, Subgrantee will receive a fee not to exceed \$0.
  - 1) Subgrantee will submit invoices to the Town identifying the personnel and the time worked, the rate being charged, and the program management service(s) that was performed upon which payment will be based.
- C) The Subgrantee shall be responsible for expenditures above and beyond the amounts agreed to in this Contract.

### **PART XII 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 Subsections 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.
- 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: Brian Palaia, Town of Milton  
43 Bombardier Road, PO Box 18  
Milton, VT 05468

Subgrantee: Cindy Reid, Cathedral Square  
412 Farrell Street, Suite 100  
South Burlington, VT 05403

### **XIII DEFAULT AND REMEDIES**

- A) **DEFAULT:** If any of the following events of default shall occur without being cured within 30 days from the date that written notice of such default is received by Subgrantee from Grantee, Grantee, in its sole discretion, may convert this Subgrant into a Loan, and the resulting Loan shall immediately become due and payable.
- B) The following events shall constitute events of default:
- 1) the Agency's determination that Subgrantee has failed to achieve the National Objective;
  - 2) the Agency's determination that Subgrantee has failed to comply with all applicable provisions of the Grant Agreement;
  - 3) Grantee's determination that Subgrantee has failed to perform any of Subgrantee's obligations under this Subgrant Agreement;
  - 4) Grantee's determination that Subgrantee has failed to perform as required by any document that secures this Subgrant.
- C) **REMEDIES:** If Subgrantee fails to cure any breach or default prior to the expiration of the 30 day notice period, Grantee may demand repayment of all or a portion of the Grant, or invoke any other remedy allowed by the Grant Agreement, this Subgrant Agreement, or any other document related to this Subgrant, 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 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.

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

BY GRANTEE:

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

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

Brian Palaia, Town Manager

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

\_\_\_\_\_  
Date

BY SUBGRANTEE:

*Cynthia Reid*  
\_\_\_\_\_  
Authorized Signature

*So. Burlington VT*  
\_\_\_\_\_  
Place of execution

Cynthia Reid, Director of Development

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

*12/22/14*  
\_\_\_\_\_  
Date

1 Town of Milton  
2 Selectboard Meeting Minutes  
3 December 15, 2014 6:00 PM Board Meeting  
4 Community Room  
5

6 **Selectboard Members Present:** Darren Adams, Chair; John Gifford, Vice Chair; John Bartlett, Clerk;  
7 Stuart King, and Brenda Steady

8 **Selectboard Members Not Present:** King joined via cell phone. Bartlett arrived at 6:22PM.

9 **Staff Members Present:** Brian Palaia, Town Manager; Ann Janda, Management Fellow; Katherine  
10 Sonnick, Planning Director; Dustin Keelty, Public Works Supervisor; Kym Duchesneau, Recreation  
11 Coordinator; Ben Nappi, Assistant Recreation Coordinator; Brett Van Noordt, Police Chief; and Erik  
12 Wells, HR Coordinator

13  
14 **Others Present:** Julie Rutz, Planning Commission; David Roy, Wiemann Lamphere Architects; Sharon  
15 Radtke, Recreation Commission; and Amy Cook, Improvements Committee

16  
17 I. **Call to Order** – Adams called the meeting to order at 6:00 p.m.

18  
19 II. **Flag Salute** – Adams led the attendees in a Salute to the Flag.

20  
21 III. **Agenda Review** – Adams will call a roll call vote for each action item

22  
23 IV. **Public Forum** –

24  
25 V. **Appointments/Resignations/Recognition**

26  
27 VI. **New Business**

28  
29 **A) Errors and Omission Adjustments**

30 Palaia said that this is the last adjustment to the Grandlist. This change needs to be  
31 made to eliminate double taxing.

32  
33 Gifford motioned to approve the resolution for Errors and Omissions as presented,  
34 second by Steady. **Approved Unanimously.**

35  
36 **B) Zoning Ordinance Amendments Public Hearing**

37 Palaia stated that based on discussions at the last meeting, some changes were made to  
38 the zoning amendments. The Planning Commission has submitted a report describing  
39 these changes.

40  
41 Gifford motioned to adopt the changes after the discussions on the November 17, 2014  
42 and December 15, 2014 public hearings to the amendments to the Milton Zoning  
43 Ordinance as presented to become effective January 5, 2015, second by Steady.  
44 **Approved Unanimously.**

45  
46 **C) Recreation/Public Works Facility Presentation**

47 Palaia said at the last meeting the Selectboard requested to see some additional  
48 changes in the plan including a hockey rink and swimming pool. David Roy of Wiemann

49 Lamphere Architects presented a spreadsheet that describes each of the facilities being  
50 proposed and their associated cost estimates. He said these are broken out into phases.  
51 The first phase would occur in 2015, second 2016, third, which includes ice rink, could  
52 be 2020, and Town office reconfigurations could phase out to 2025. Phase one includes  
53 a new public works facility, salt shed, two storage sheds, fire/rescue connection, and  
54 public parking area. This phase requires moving some soccer fields. Total costs are  
55 estimated at \$5.3 million. Phase two includes a Recreation/Public Works Administrative  
56 area, outdoor pool, renovated field house, new soccer field, and new parking area. Total  
57 costs are estimated at \$6.1 million. Phase three would include an ice rink building and  
58 indoor pool, with total costs estimated at \$9.7 million. Phase four would be for Town  
59 Office additions, which are estimated to cost \$2.5 million. Adams asked about how the  
60 Public Works Facility would be separated from the park, children, etc. Roy said there  
61 would be a natural buffer, a fence line, and trees/greenery that will create a separation.  
62 Keelty said they have also talked about building a berm. Steady asked about large  
63 vehicles driving in and out. Roy said that park users would enter in a different area than  
64 the trucks, which will have their own entrance. Amy Cook asked what the timeline is for  
65 public comment. Palaia said possibly after Town Meeting. All of this is just conceptual  
66 right now. The Town has to decide what it wants to do next with this work.  
67

68 **D) Concrete and Asphalt Materials Crushing Bid Award**

69 Palaia stated that this project was in our Capital Plan. The Town received two bids. We  
70 chose McCullough Crushing because of the methods they will use. Dustin Keelty, Public  
71 Works Supervisor said that the process will be that the Town would rent a piece of  
72 equipment to screen any parts of the pile that McCullough isn't comfortable crushing.  
73 Gifford asked how much we save by doing this whole project. Palaia said we will just  
74 break even. King said he understands that this material could only be used on a dirt road  
75 or a non-state aid road at half the cost of regular materials. Keelty said yes. Steady  
76 asked what we would do if we didn't do this. Keelty said we would pay quite a bit to  
77 have it hauled away.  
78

79 Gifford motioned that McCullough Crushing, Inc. has successfully satisfied the  
80 requirements of the Town of Milton Administrative Code and hereby authorize the  
81 Town Manager to finalize the purchase and sales agreement and execute the necessary  
82 documents to award the contract to provide the Town with Asphalt and Concrete  
83 Materials Recycling in the amount of \$35,400.00 to McCullough Crushing, Inc., second  
84 by Bartlett. **Approved Unanimously.**  
85

86 **E) Police Department Early Retirement Program**

87 Palaia stated that we are proposing early retirement for up to two Police Officers. The  
88 program will offer a payment of \$1,000 per month for 36 months. The net cost savings  
89 over five years would be between \$125,000 and \$140,000 for just one officer. Police  
90 Chief Brett Van Noordt says he thinks this will be a win/win for the Police Department  
91 and that no one has retired in the last 45 years.  
92

93 Gifford motioned to approve the early retirement incentive described for a \$1,000 a  
94 month payment for 36 months for up to two officers who are 45 or older with 20 years  
95 or more of service, second by Bartlett. **Approved Unanimously.**  
96

97 **F) iPad Policy and Amendments to Computer Use Policy**

98 Palaia stated that we made some changes in our technology policy to bring it up to date.  
99 The second policy puts protocols in place for managing the new iPads, and was adapted  
100 from Montpelier's policy. HR Coordinator Erik Wells said this puts better controls in  
101 place and creates better procedures.

102  
103 Gifford motioned to adopt Policy 99-02 as revised 12/15/14 regarding Information  
104 Technology Use Standards, second by Bartlett. **Approved Unanimously.**

105  
106 Gifford motioned to adopt Policy 2014-05 regarding the Town of Milton Paperless  
107 Meeting Initiative and iPad Use Guidelines, second by Bartlett. **Approved Unanimously.**

108  
109 **G) FY2016 Budget**

110 Palaia said that the proposed General Fund budget for FY2016 will increase by \$202K,  
111 which is a 2.8% increase for a total of \$7,462K. The tax rate implications for FY2016  
112 would be an increase of 1.26 cents. Palaia said that a typical homeowner would see  
113 about a \$31.40 increase in Town taxes annually. Adams asked what we would have to  
114 cut to have no increase. Palaia said that we might have to make cuts to the Police and  
115 Public Works budgets and would have to choose what capital spending would need to  
116 be defrayed, and there would be increased maintenance costs down the road.

117  
118 **VII. Old Business**

119  
120 **VIII. Reconsideration – Nothing**

121  
122 **IX. Manager's Updates**

123  
124 Public Works

- 125  
126 · Single axle has been delivered, and the truck is in operation

127  
128 Planning & Economic Development

- 129  
130 · The Planning Commission is going to be working on some new zoning changes: They'll be  
131 reviewing the accessory recycling yard use request, kennels, and the mix of  
132 residential/commercial ratios along route 7. And finally, what to do about residential and  
133 commercial development along RT 7. Also going to work on a memo with some more  
134 assertive zoning concepts to get some feedback from us on.

135  
136 Recreation

- 137 · Holiday Tree Lighting: Good turnout. Thank you to the *Milton Independent* and Santa.  
138 · Winter/Spring Brochure will be out Jan. 7, 2015. We always welcome new ideas and  
139 suggestions for programs and events.  
140 · Winter Festival: Planning with the RC has begun and is going really well! The dates will be  
141 Feb. 13, 14 & 15. Specifics are in the works.

142  
143 Other

- 144  
145 · Day long training on new TIF requirements next month

- 146 . Legislative breakfast, following up on with County breakfast this week, already had
- 147 discussion with RPC to follow up with Senator Lyons about a reform bill or tacking Act 250
- 148 reform provisions onto another bill
- 149 . Also will have individual follow up meetings with Senator Ashe and Baruth.
- 150 . Route 7 Advisory Committee met last week, they will be incorporating many of the
- 151 Improvement Committee recommendations into their next hearing. VTrans staff present
- 152 cautioned that VTrans would not be interested in maintaining amenities in their right of
- 153 way and that the town may need to consider acquiring sections of Route 7 if they want to
- 154 see these improvements made. We discussed whether the town could just care for the
- 155 extra amenities via a maintenance agreement with the State. VTrans staff was going to
- 156 check on this. However, in a meeting later that week VTrans deputy secretary said they are
- 157 not amenable to maintenance agreements because in the past towns have not followed
- 158 through with maintenance. Looking at a second public hearing the last week of January.
- 159 . Route 7/Railroad Street/Middle Road Project – met with VTrans staff, RPC staff, and Ernie
- 160 Pomerleau on Friday. The VTrans staff was less enthusiastic than they were. We discussed
- 161 putting the project in the 80/20 program which is how the Town originally foresaw the full
- 162 hourglass being funded. VTrans advised against this as an 80/20 project would not be
- 163 prioritized vs as a safety program that is 100 funded is; however, they are not willing to
- 164 fund southern hour glass improvements. We talked about VTrans building the entire
- 165 project out of the safety program and the town reimbursing VTrans for the southern
- 166 hourglass, which would be a little more than a 20% match. We may need to revisit VEPC
- 167 approval for the TIF funding due to this and VTrans offered their support. VTrans
- 168 committed to helping us get the whole project done at once but many details need to be
- 169 addressed as to how this can be accomplished. VTrans secretary to consult with legal
- 170 counsel and staff to see. Check in again next month.
- 171 . Received revised draft audit and financial statements today. Once I review the changes I
- 172 hope to be able to complete the management & discussion analysis, so we can review the
- 173 report with the auditor next month.
- 174 . Solar Committee Review Facility v Community Park, 3 of the 6 responses were viable, some
- 175 lucrative proposals but they raise a lot of questions; the community solar park concept
- 176 raises a lot of questions but the solar net metering of town facilities appears more straight
- 177 forward. We've got a list of questions we've put together and we'll be looking for
- 178 responses from them and continuing the review the week after the holidays.
- 179 . Milton Business Association is going to try to meet next month to help work on property
- 180 clean ups along Route 7
- 181 . Dedication for George Nelson at the water plant is this Friday at 2 pm
- 182 . Awards Committee is going to get going
- 183 . Working on requests for the RPC's unified work planning program due next month
- 184 . Going to be working on a trails grant for Town Forest improvements
- 185 . Still waiting to hear on Park & Ride Grant

186

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

188

189 **XI. Minutes of December 1, 2014**

190

191 Gifford moved to approve the December 1, 2014 minutes as presented, second by Steady.

192 **Approved Unanimously.**

193

194 **XII. Warrant/Report #12 and Supplemental Warrants**  
195 Bartlett reviewed the FY15 Warrant/Invoice Report #12 for Board orders in the amount of  
196 \$309,299.13. Bartlett noted some items of interest:  
197

- 198 . \$16,249.17 to Cargill, Inc., for road salt @ \$72.18/ton
- 199 . \$30,515.68 to Champlain Water District for November Town water purchase
- 200 . \$3,590.90 to J&B International Trucks for repair of two broken gears on 2008 dump truck
- 201 . \$184,882.00 to RR Charlebois for balance of PO 4402, 2014 tandem axle
- 202 . \$4,605.36 to WEX Bank for Town vehicle fuel charge card

203  
204 Bartlett moved to approve Warrant #12 for a total of \$309,299.13, second by Gifford.  
205 **Approved Unanimously.**  
206

207 **XIII. Executive Session per V.S.A. Title 1 Section 313**

208  
209 There was no executive session.  
210

211 **XIV. Adjournment**

212  
213 Gifford moved to adjourn the meeting at 7:26 p.m., second by Bartlett. **Approved**  
214 **Unanimously.**  
215

216 *These proceedings were live-streamed and filmed by LCATV and audio-recorded by the Town.*  
217

218 **Respectfully Submitted,**

219  
220 \_\_\_\_\_ Date: \_\_\_\_\_

221 **John Bartlett, Selectboard Clerk**

222  
223 Filed with Milton Town Clerk's Office on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
224

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

Town of Milton  
Selectboard Meeting Minutes  
December 22, 2014 6:00 PM Community Room

**Selectboard Members Present:** Darren Adams, Chair; John Gifford, Vice Chair; John Bartlett, Clerk; and Brenda Steady

**Selectboard Members Not Present:** King joined via cell phone.

**Staff Members Present:** Brian Palaia, Town Manager **Others Present:** Robert Fletcher, Town Attorney

I. **Call to Order** – Adams called the meeting to order at 6:00 p.m.

II. **Discussion of Potential Transition Plans for Next Town Manager**

The Board and Manager discussed using VLCT to assist with screening applications, potential advertising, and a salary range. The Town Manager will update a job ad.

III. **Executive Session per V.S.A. Title 1 Section 313**

Gifford motioned that premature public knowledge about a personnel matter would cause the Town or person to suffer a substantial disadvantage, second by Bartlett. **Approved Unanimously.**

Gifford moved to enter into executive session to discuss a personnel matter under the provisions of 1 V.S.A. § 313 (a)(3) of the Vermont Statutes, second by Steady. **Approved Unanimously.**

Executive session began at 6:30 p.m.

Gifford motioned to adjourn Executive Session at 7:06 p.m., second by Bartlett. **Approved Unanimously.**

There were no actions as a result of the session.

IV. **Adjournment**

Gifford moved to adjourn the meeting at 7:08 p.m., second by Bartlett. **Approved Unanimously.**

**Respectfully Submitted,**

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

John Bartlett, Selectboard Clerk

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

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

12/31/14  
10:21 am

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 13

*Reviewed  
12/31/14  
mo aj*

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 01/06/15 thru 01/06/15

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
17024 ADAMSON INDUSTRIES CORP.								
	00002898	125333	Homeland Security Grant	38-10-420-740.00	FY14 Homeland Security G	3,929.40	4,059.40	
17536 ADVANCE AUTO PARTS								
	00002907	761943574256	Vehicle Maintenance	10-20-420-430.10	VEHICLE MAINTENANCE	28.41	28.41	
	00003446	8963/5	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	19.86	89.63	
						48.27	118.04	
84319 ALDRICH & EILLOTT, PC								
	00004487	75309/4	Facilities Update	38-30-430-450.24	Cherry Street Sidewalk	848.00	848.00	
	00004487	75309/4	Facilities Update	38-30-430-450.25	McMullen Road Sidewalk	408.00	408.00	
	00004487	75309/4	Facilities Update	38-30-432-440.00	Facilities Plan Update	2,263.80	2,263.80	
	00004487	75309/4	Facilities Update	38-30-430-450.17	Everest Road Reconstructi	745.00	745.00	
						4,264.80	4,264.80	
21288 AMAZON.COM LLC								
	00051469	114-268433	Videos	10-50-451-640.50	VIDEOS	252.54	252.54	
	00051471	5267419	Videos	10-50-451-640.50	VIDEOS	172.71	172.71	
						425.25	425.25	
21526 AMERIGAS - SOUTH BURLINGTON								
		3035478055	Propane	10-30-432-623.00	PROPANE	0.00	273.66	
13049 ASSOCIATED GENERAL CONTRACTORS OF								
	00020028	14184	Professional Development	10-30-429-820.00	PROFESSIONAL DEVELOPMENT	180.00	180.00	
	00020028	14184	Professional Development	50-10-410-820.00	PROFESSIONAL DEVELOPMENT	60.00	60.00	
	00020028	14184	Professional Development	55-20-420-820.00	PROFESSIONAL DEVELOPMENT	60.00	60.00	
						300.00	300.00	
17950 BCBSVT								
	12012014		Group Health Insurance	10-10-410-210.10	GROUP HEALTH INSURANCE	0.00	1,463.12	
	12012014		Group Health Insurance	10-10-412-210.10	GROUP HEALTH INSURANCE	0.00	2,304.12	
	12012014		Group Health Insurance	10-10-413-210.10	GROUP HEALTH INSURANCE	0.00	2,231.16	
	12012014		Group Health Insurance	10-20-420-210.10	GROUP HEALTH INSURANCE	0.00	11,082.84	
	12012014		Group Health Insurance	10-20-421-210.10	GROUP HEALTH INSURANCE	0.00	335.72	
	12012014		Group Health Insurance	10-20-422-210.10	GROUP HEALTH INSURANCE	0.00	743.38	
	12012014		Group Health Insurance	10-30-429-210.10	GROUP HEALTH INSURANCE	0.00	1,536.08	
	12012014		Group Health Insurance	10-30-430-210.10	GROUP HEALTH INSURANCE	0.00	3,932.37	
	12012014		Group Health Insurance	10-30-432-210.10	GROUP HEALTH INSURANCE	0.00	192.01	
	12012014		Group Health Insurance	10-50-451-210.10	GROUP HEALTH INSURANCE	0.00	1,536.08	
	12012014		Group Health Insurance	10-50-452-210.10	Group Health Insurance	0.00	1,079.10	
	12012014		Group Health Insurance	10-60-461-210.10	GROUP HEALTH INSURANCE	0.00	2,615.18	
	12012014		Group Health Insurance	50-10-410-210.10	GROUP HEALTH INSURANCE	0.00	576.03	
	12012014		Group Health Insurance	55-20-420-210.10	GROUP HEALTH INSURANCE	0.00	576.03	
						0.00	30,203.22	
19000 BOND AUTO PARTS, INC.								
	00003441	17-317122	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	43.05	45.06	

12/31/14  
10:21 am

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 13

Page 2 of 10  
mthompson

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 01/06/15 thru 01/06/15

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	00001476	17-317289	General Supplies	50-10-410-612.00	GENERAL SUPPLIES	20.66	20.66	
	00003453	17-318209	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	40.48	40.48	
						104.19	106.20	
19670 BRODART CO.	00051472	379526	Office Supplies	10-50-451-611.00	OFFICE SUPPLIES	126.63	126.63	
19705 BRONSON JOHNSON	00009205	122814	SEAMLESS GUTTERS L Repair & Maintenance	10-30-432-430.00	REPAIR & MAINT-FACILITIES	200.00	200.00	
27806 BUSINESS CREDIT	00006443	1019982	CARD SERVICES Books & Periodicals	10-60-461-640.00	BOOKS & PERIODICALS	92.00	92.00	
22750 CARGILL, INC	00003452	2902043548	Winter Salt	10-30-430-601.10	WINTER SALT	6,644.16	6,644.16	
	00003402	650920/3	Winter Salt	10-30-430-601.10	WINTER SALT	5,350.69	6,509.20	
						11,994.85	13,153.36	
54050 CASELLA WASTE	2354479		SYSTEMS INC Rubbish Removal/Recycle	10-30-432-421.00	DISPOSAL & REFUSE	0.00	494.55	
	2354479		Rubbish Removal/Recycle	50-10-410-421.00	DISPOSAL & REFUSE	0.00	32.00	
	2354479		Rubbish Removal/Recycle	55-20-420-421.00	DISPOSAL & REFUSE	0.00	501.83	
						0.00	1,028.38	
23262 CERTIFIED AMBULANCE GROUP, INC.	MIL-1214		Rescue Contract Services	10-20-422-360.00	CONTRACTED SERVICES	0.00	557.30	
25930 CHITTENDEN COUNTY REGIONAL	00008445	15-11-108	Milton Sidewalk Scoping	38-30-430-450.27	Milton Sidewalk Scoping	1,408.35	1,408.35	
	00008444	1511105	RT 7/Middle/Railroad St	38-30-430-450.23	RT 7/MIDDLE/RAILROAD ST	279.87	279.87	
						1,688.22	1,688.22	
26250 CHITTENDEN SOLID WASTE DISTRICT	021321		Technical Services	55-20-420-340.00	TECHNICAL SERVICES	0.00	2,363.65	
	00003335	IVC021261	Contracted Services	10-30-430-360.00	CONTRACTED SERVICES	55.89	55.89	
						55.89	2,419.54	
26928 CIVES CORPORATION, DBA	00003348	4459601	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	22.30	22.30	
	00003455	VO00002783	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	843.00	814.24	
						865.30	836.54	
27380 COMCAST	010815		High Speed Internet/PD	10-20-420-340.00	TECHNICAL	0.00	138.63	

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Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	00051479	122114	Communications	10-50-451-530.20	COMMUNICATIONS-OTHER	7.17	7.17	
						7.17	145.80	
27540 COMPROSEC CORPORATION								
	00004469	148000	Vehicle-Police	38-20-420-742.00	VEHICLES - POLICE	1,061.91	1,101.17	
27785 CONWAY OFFICE SOLUTIONS								
	00051476	526548	Printing and Binding	10-50-451-550.00	PRINTING AND BINDING	64.15	64.15	
29900 DULAC, KATHLEEN								
	15910		General Supplies	10-50-451-612.00	GENERAL SUPPLIES	0.00	159.10	
30244 ECONO SIGNS & BARRICADE, LLC								
	00003411	10-917562-2	Traffic Signs	10-30-430-616.00	TRAFFIC SIGNS	1,955.29	2,165.44	
34350 GALE/CENGAGE LEARNING								
	53879125		Large Print	10-50-451-640.35	BOOKS-LARGE PRINT	0.00	72.72	
	53910925		Large Print	10-50-451-640.35	BOOKS-LARGE PRINT	0.00	92.91	
						0.00	165.63	
34300 GALL'S INC								
	00002865	002592054	Uniforms	10-20-420-650.00	UNIFORMS	125.00	88.00	
	00002893	002830881	Uniforms	10-20-420-650.00	UNIFORMS	69.63	69.63	
						194.63	157.63	
36899 GRAYBAR ELECTRIC COMPANY, INC.								
	00009152	976462271	Repair & Maintenance	10-30-432-430.00	REPAIR & MAINT-FACILITIES	104.10	104.10	
23964 GREEN FIELD HOMEOWNER'S ASSOC. INC								
	12292014		Overpayment of Taxes	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	703.24	
37584 GREEN MOUNTAIN LIBRARY CONSORTIUM								
	00051474	G15-1374	Official/Administrative	10-50-451-310.00	OFFICIAL/ADMINISTRATIVE	1,593.84	1,593.84	
37600 GREEN MOUNTAIN POWER								
	12192014		Electricity	10-30-432-622.00	ELECTRICITY	0.00	4,085.79	
	12192014		Electricity	10-30-432-622.50	ELECTRICITY - STREET LIGH	0.00	260.11	
	12192014		Electricity	50-10-410-622.00	ELECTRICITY	0.00	137.55	
	12192014		Electricity	55-20-420-622.00	ELECTRICITY	0.00	412.79	
	12232014		Electricity	10-30-432-622.00	ELECTRICITY	0.00	471.05	
	12232014		Electricity	10-30-432-622.50	ELECTRICITY - STREET LIGH	0.00	3,221.58	
	12232014		Electricity	50-10-410-622.00	ELECTRICITY	0.00	846.56	
	12232014		Electricity	55-20-420-622.00	ELECTRICITY	0.00	6,295.11	
						0.00	15,730.54	
31751 HANDY CHEVROLET INC								
	00011847	36215	Vehicle/Equipment Maint.	10-20-422-430.10	VEHICLE/EQUIP.MAINTENANCE	93.70	93.70	

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-----								
31791 HANSEN, ANNETTE								
	00005584	138	Revenue Programs	10-50-452-831.00	REVENUE PROGRAMS	830.00	160.00	
60407 HAUN WELDING SUPPLY INC								
	00011846	13958	General Supplies	10-20-422-612.00	GENERAL SUPPLIES	139.58	139.58	
31736 HP FAIRFIELD								
	00003454	218249	Vehicle Maintenance	10-30-430-430.10	VEHICLE MAINTENANCE	2,406.00	2,406.00	
40100 HUMANE SOCIETY OF CHITTENDEN COUNT								
	00008443	A24249134	Care & Keep - Dogs & Cats	10-20-423-510.00	CARE & KEEP-DOGS & CATS	90.00	90.00	
37858 HW VENTURES								
		122314	Overpayment of Taxes	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	403.28	
		122314	Overpayment of Taxes	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	403.35	
						-----	-----	
						0.00	806.63	
40700 INGRAM LIBRARY SERVICES								
	00051452	60784763	Books - Juvenile	10-50-451-640.30	BOOKS-JUVENILE	5.87	5.87	
	00051466	60786746	Books-Adults	10-50-451-640.10	BOOKS-ADULTS	474.61	474.61	
	00051470	60786956	Audios	10-50-451-640.15	AUDIOS	214.36	214.36	
	00051473	66547892	Audios	10-50-451-640.15	AUDIOS	122.18	122.18	
	00051452	66547893	Books Juvenile	10-50-451-640.30	BOOKS-JUVENILE	25.20	25.20	
						-----	-----	
						842.22	842.22	
76524 KEMIRA WATER SOLUTION INC								
	00001520	9017417920	General Supplies	55-20-420-612.00	GENERAL SUPPLIES	3,652.00	3,285.77	
38747 LACROIX MICHAEL								
		12242014	Overpayment of Taxes	10-00-000-254.00	DUE TAXPAYER-TAX OVERPMT	0.00	3.51	
41451 LINCOLN NATIONAL LIFE INS CO								
		01012015	Life Insurance	10-10-404-520.60	LONG TERM DISABILITY	0.00	592.31	
		01012015	Life Insurance	10-10-404-520.70	SHORT TERM DISABILITY	0.00	493.65	
		01012015	Life Insurance	50-10-410-210.20	GROUP LTD/STD/VISION INS	0.00	43.44	
		01012015	Life Insurance	55-20-420-210.20	GROUP LTS/STD/VISION INS	0.00	43.44	
		12012014		10-10-404-520.60	LONG TERM DISABILITY	0.00	570.60	
		12012014		10-10-404-520.70	SHORT TERM DISABILITY	0.00	438.68	
		12012014		50-10-410-210.20	GROUP LTD/STD/VISION INS	0.00	41.65	
		12012014		55-20-420-210.20	GROUP LTS/STD/VISION INS	0.00	41.64	
						-----	-----	
						0.00	2,265.41	
48030 MANATRON INC								
	00014349	INVC051718	Official/Administrative	10-10-414-310.00	OFFICIAL/ADMINISTRATIVE	4,297.96	4,297.96	
32590 MIKE ALBERT LEASING INC								
		INV00561740	Vehicle/Equipment Maint.	10-10-416-430.10	VEHICLE/EQUIP MAINTENANCE	0.00	165.00	

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48467 MILTON ACE HARDWARE LLC								
	00001537	10977/4	General Supplies	50-10-410-612.00	GENERAL SUPPLIES	39.20	39.20	
	00001537	10977/4	General Supplies	55-20-420-612.00	GENERAL SUPPLIES	68.79	68.79	
	00009182	11019/4	Repairs Maintenance	10-30-430-430.00	REPAIRS MAINTENANCE	31.96	31.96	
	00109049	13798	Vehicle/Equip Maintenance	10-20-421-430.10	VEHICLE/EQUIP MAINTENANCE	185.99	137.68	
	00003447	436030	General Supplies	10-30-430-612.00	GENERAL SUPPLIES	23.47	23.47	
						-----		
						349.41	301.10	
53400 MILTON INDEPENDENT INC								
	00006414	39467	Advertising	10-60-461-540.00	ADVERTISING	115.05	115.05	
	00006415	39485	Advertising	10-60-461-540.00	ADVERTISING	125.00	86.00	
	00008404	40004	Advertising	10-10-410-540.00	ADVERTISING	204.00	204.00	
	00008409	40076	Advertising	10-10-410-540.00	ADVERTISING	114.75	114.75	
	00001480	4039140419	Advertising	50-10-410-540.00	ADVERTISING	76.50	76.50	
	00008429	40626/625	Advertising	10-10-416-540.00	ADVERTISING	34.00	34.00	
	00008429	40626/625	Advertising	10-10-416-540.00	ADVERTISING	223.13	223.13	
	00020015	40662	Advertising	10-30-429-540.00	ADVERTISING	38.25	38.25	
	00006445	40685	Advertising	10-60-461-540.00	ADVERTISING	73.40	73.40	
	00006444	40686	Advertising	10-60-461-540.00	ADVERTISING	126.00	126.00	
						-----		
						1,130.08	1,091.08	
53950 MILTON RENTAL & SALES CENTER INC								
	00003438	01-332198-01	General Supplies	10-30-430-612.00	GENERAL SUPPLIES	26.90	26.90	
54180 MINNESOTA LIFE INSURANCE CO								
	112015		Life Insurance	10-10-410-210.30	GROUP LIFE INS & AD&D	0.00	54.00	
	112015		Life Insurance	10-10-412-210.30	GROUP LIFE INS & AD&D	0.00	49.32	
	112015		Life Insurance	10-10-413-210.30	GROUP LIFE INS & AD&D	0.00	40.76	
	112015		Life Insurance	10-20-420-210.30	GROUP LIFE INS & AD&D	0.00	246.41	
	112015		Life Insurance	10-20-421-210.30	GROUP LIFE INS & AD&D	0.00	5.78	
	112015		Life Insurance	10-20-422-210.30	GROUP LIFE INS & AD&D	0.00	12.85	
	112015		Life Insurance	10-30-429-210.30	GROUP LIFE INS & AD&D	0.00	34.50	
	112015		Life Insurance	10-30-430-210.30	GROUP LIFE INS & AD&D	0.00	72.01	
	112015		Life Insurance	10-30-432-210.30	GROUP LIFE INS & AD&D	0.00	26.25	
	112015		Life Insurance	10-50-451-210.30	GROUP LIFE INS & AD&D	0.00	26.76	
	112015		Life Insurance	10-60-461-210.30	GROUP LIFE INS & AD&D	0.00	58.76	
	112015		Life Insurance	50-10-410-210.30	GROUP LIFE INS & AD&D	0.00	27.39	
	112015		Life Insurance	55-20-420-210.30	GROUP LIFE INS & AD&D	0.00	27.38	
						-----		
						0.00	682.17	
57350 NEW ENGLAND MUNICIPAL RESOURCE								
	33618		Official/Administrative	10-10-414-310.00	OFFICIAL/ADMINISTRATIVE	0.00	462.50	
57380 NEW ENGLAND WATER ENVIROMENT								
	00001541	003900320	Dues/Fees & Pro. Dev.	50-10-410-810.00	DUES AND FEES	43.00	43.00	

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	00001541	003900320	Dues/Fees & Pro. Dev.	50-10-410-820.00	PROFESSIONAL DEVELOPMENT	145.00	145.00	
	00001541	003900320	Dues/Fees & Pro. Dev.	55-20-420-810.00	DUES AND FEES	43.00	43.00	
	00001541	003900320	Dues/Fees & Pro. Dev.	55-20-420-820.00	PROFESSIONAL DEVELOPMENT	145.00	145.00	
						376.00	376.00	
58200 NORTHEAST DELTA DENTAL								
	339049		Dental Insurance	10-10-410-210.15	GROUP DENTAL INSURANCE	0.00	160.60	
	339049		Dental Insurance	10-10-412-210.15	GROUP DENTAL INSURANCE	0.00	199.65	
	339049		Dental Insurance	10-10-413-210.15	GROUP DENTAL INSURANCE	0.00	160.60	
	339049		Dental Insurance	10-20-420-210.15	GROUP DENTAL INSURANCE	0.00	1,139.06	
	339049		Dental Insurance	10-20-421-210.15	GROUP DENTAL INSURANCE	0.00	38.96	
	339049		Dental Insurance	10-20-422-210.15	GROUP DENTAL INSURANCE	0.00	86.71	
	339049		Dental Insurance	10-30-429-210.15	GROUP DENTAL INSURANCE	0.00	101.48	
	339049		Dental Insurance	10-30-430-210.15	GROUP DENTAL INSURANCE	0.00	564.37	
	339049		Dental Insurance	10-30-432-210.15	GROUP DENTAL INSURANCE	0.00	215.25	
	339049		Dental Insurance	10-50-451-210.15	GROUP DENTAL INSURANCE	0.00	133.10	
	339049		Dental Insurance	10-60-461-210.15	GROUP DENTAL INSURANCE	0.00	293.70	
	339049		Dental Insurance	50-10-410-210.15	GROUP DENTAL INSURANCE	0.00	148.51	
	339049		Dental Insurance	55-20-420-210.15	GROUP DENTAL INSURANCE	0.00	148.50	
						0.00	3,390.49	
62050 PITNEY BOWES INC								
	868627		Town Rental	10-10-416-610.10	POSTAGE MACHINE RENTAL	0.00	192.00	
63713 RADIO NORTH GROUP INC								
	00010939	3891	Machinery/Equipment	10-20-421-740.00	MACHINERY/EQUIPMENT	1,671.00	1,671.00	
62515 RICK'S CATERING								
	00008446	121014	Supplies/Selectboard	10-10-401-612.00	OTHER SUPPLIES	350.00	350.00	
40461 ROBIE, KELLEY								
	00051475	121314	Professional Programs	10-50-451-330.10	PROFESSIONAL PROGRAMS	95.40	95.40	
62120 ROSEN'S UNIFORMS								
	00002874	230281-02	Uniforms	10-20-420-650.00	UNIFORMS	79.50	79.50	
	00002892	232749-01	Uniforms	10-20-420-650.00	UNIFORMS	88.50	88.50	
						168.00	168.00	
44739 ROSETTI JEFFREY								
	122314		Due to Developers	10-00-000-256.00	DUE TO DEVELOPERS	0.00	350.00	
67300 ROWLEY FUELS INC								
	122014		Fuel	10-20-421-625.00	DIESEL FUEL	0.00	269.15	
	122014		Fuel	10-20-422-625.00	DIESEL FUEL	0.00	418.83	
	122014		Fuel	10-30-430-625.00	DIESEL FUEL	0.00	6,819.30	
	00009212	130085	Repair & Maintenance	10-30-432-430.00	REPAIR & MAINT-FACILITIES	100.00	100.00	

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						100.00	7,607.28	
72504 SOUTHWORTH-MILTON, INC								
	00001544	SCINV028933	Machinery and Equipment	55-20-420-740.00	MACHINERY AND EQUIPMENT	750.00	708.51	
73450 STATE OF VERMONT								
	00001538	WW14273	Dues and Fees	55-20-420-810.00	DUES AND FEES	807.75	807.75	
72565 STITZEL, PAGE & FLETCHER, P.C.								
	24396		Legal Expenses	10-10-405-330.10	GENERAL GOVERNMENT	0.00	6.75	
	24396		Legal Expenses	10-10-405-330.10	GENERAL GOVERNMENT	0.00	262.50	
	24396		Legal Expenses	10-10-405-330.10	GENERAL GOVERNMENT	0.00	70.00	
	24396		Legal Expenses	10-10-405-330.70	APPEALS	0.00	60.00	
	24396		Legal Expenses	10-10-405-330.70	APPEALS	0.00	17.50	
	24396		Legal Expenses	10-10-405-330.70	APPEALS	0.00	35.00	
	24396		Legal Expenses	10-10-405-330.70	APPEALS	0.00	17.50	
	24396		Legal Expenses	38-30-430-450.25	McMullen Road Sidewalk	0.00	90.00	
						0.00	559.25	
74488 SULLIVAN, POWERS & COMPANY								
	115754		Professional Services	10-10-401-330.00	OTHER PROFESSIONAL SERVIC	0.00	16,201.00	
	115754		Professional Services	10-10-415-850.00	CONTINGENCY	0.00	6,932.00	
	115754		Professional Services	25-00-000-330.00	OTHER PROFESSIONAL SERVIC	0.00	4,015.00	
						0.00	27,148.00	
61943 SWISH KENCO LTD								
	00009202	B082112/S	General Supplies	10-30-432-612.00	GENERAL SUPPLIES	104.80	32.60	
48700 SYMQUEST GROUP INC								
	870193		Monthly Copier Bill	10-20-421-430.20	PHOTOCOPIER MAINTENANCE	0.00	26.07	
76719 THE TECH GROUP, INC.								
	00002888	65895	Machinery & Equipment	10-20-420-740.00	MACHINERY & EQUIPMENT	1,980.00	1,980.00	
	00007157	7157	Machinery and Equipment	10-10-417-740.00	MACHINERY AND EQUIPMENT	36.00	36.00	
						2,016.00	2,016.00	
77139 THE TRAVELING STORYTELLER & CO-INC								
	00051477	123014	Professional Programs	10-50-451-330.10	PROFESSIONAL PROGRAMS	145.00	145.00	
79858 THE VELLANO CORPORATION								
	00001545	S0115160.001	General Supplies	50-10-410-612.00	GENERAL SUPPLIES	593.14	593.14	
76400 TI-SALES INC								
	00001535	INV0045114	Water Meters	50-10-410-612.10	WATER METERS	108.50	105.00	
	00001535	INV0045114	Water Meters	55-20-420-612.10	WATER METER PURCHASES	108.50	105.00	

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						217.00	210.00	
78210 UNIFIRST CORP		1651746	Rags/Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	6.16	
		1651746	Rags/Uniforms	10-30-432-650.00	EMPLOYEE UNIFORMS	0.00	17.05	
		1651747/3	Rags/Mats/Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	23.50	
		1651747/3	Rags/Mats/Uniforms	10-30-430-650.00	EMPLOYEE UNIFORMS	0.00	81.46	
		1651747/3	Rags/Mats/Uniforms	50-10-410-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
		1651747/3	Rags/Mats/Uniforms	55-20-420-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
		1653017	Rental Rags/Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	6.16	
		1653017	Rental Rags/Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	11.50	
		1653017	Rental Rags/Uniforms	10-30-432-650.00	EMPLOYEE UNIFORMS	0.00	17.05	
		1653017	Rental Rags/Uniforms	50-10-410-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
		1653017	Rental Rags/Uniforms	55-20-420-650.00	EMPLOYEE UNIFORMS	0.00	18.15	
		78210	Rags/Uniforms	10-30-430-612.00	GENERAL SUPPLIES	0.00	6.00	
		78210	Rags/Uniforms	10-30-430-650.00	EMPLOYEE UNIFORMS	0.00	40.73	
						0.00	282.21	
79800 VAN NOORDT, BRETT		121614	Prof. Development	10-20-420-820.00	PROFESSIONAL DEVELOPMENT	0.00	25.00	
82984 VCJTC		00002837 141210771	Professional Development	10-20-420-820.00	PROFESSIONAL DEVELOPMENT	29.00	29.00	
49013 VERIZON WIRELESS		9737334866	Phone Bill	10-20-420-530.20	COMMUNICATIONS-OTHER	0.00	16.93	
		9737334866	Phone Bill	10-20-421-530.20	COMMUNICATIONS-OTHER	0.00	33.64	
		9737334866	Phone Bill	10-20-422-530.20	COMMUNICATIONS-OTHER	0.00	126.60	
		9737334866	Phone Bill	10-30-429-530.20	COMMUNICATIONS-OTHER	0.00	60.57	
		9737334866	Phone Bill	10-30-429-530.20	COMMUNICATIONS-OTHER	0.00	16.81	
		9737334866	Phone Bill	10-30-429-530.20	COMMUNICATIONS-OTHER	0.00	60.57	
		9737334866	Phone Bill	50-10-410-530.20	COMMUNICATIONS-OTHER	0.00	80.19	
		9737334866	Phone Bill	55-20-420-530.20	COMMUNICATIONS-OTHER	0.00	40.19	
						0.00	435.50	
80430 VERMONT DEPARTMENT OF PUBLIC SAFET		00002905 66177	Technical	10-20-420-340.00	TECHNICAL	3,661.00	3,661.00	
80720 VERMONT GAS SYSTEMS INC		13172	Natural Gas	10-30-432-621.00	NATURAL GAS	0.00	2,226.15	
		13172	Natural Gas	55-20-420-621.00	NATURAL GAS	0.00	1,813.55	
						0.00	4,039.70	
81055 VERMONT LEAGUE OF CITIES & TOWNS		00006442 122314	Professional Development	10-10-416-820.00	PROFESSIONAL DEV.	60.00	60.00	

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10:21 am

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 13

By due date and vendor name for check acct 1(GENERAL FUND) and due dates 01/06/15 thru 01/06/15

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
-----								
81494 VERMONT PLANNERS ASSOCIATION								
	00006446	122914	Dues & Fees	10-60-461-810.00	DUES & FEES	125.00	125.00	
81299 VERMONT STATE FIREFIGHTERS ASSOC.								
	00010940	71200	Dues and Fees	10-20-421-810.00	DUES AND FEES	721.00	648.00	
81553 VERMONT TONER RECHARGE, INC.								
	00002904	71102	Office Supplies	10-20-420-611.00	OFFICE SUPPLIES	50.00	50.00	
82994 VISION SERVICE PLAN-CONNECTICUT								
		76708		10-10-404-520.80	VISION SERVICE PLAN	0.00	700.82	
		76708		50-10-410-210.20	GROUP LTD/STD/VISION INS	0.00	33.13	
		76708		55-20-420-210.20	GROUP LTS/STD/VISION INS	0.00	33.13	
						-----		
						0.00	767.08	
71315 VT DEPT OF LIBRARIES								
	00051478	30002488	Official/Administrative	10-50-451-310.00	OFFICIAL/ADMINISTRATIVE	719.00	719.00	
83844 W.B. MASON CO INC								
	00002902	22660356	Office Supplies	10-20-420-611.00	OFFICE SUPPLIES	17.58	11.49	
	00008437	I22270597	Office Supplies	10-10-410-611.00	OFFICE SUPPLIES	48.98	48.98	
	00020027	I22429243	Office Supplies	10-30-429-611.00	OFFICE SUPPLIES	19.81	22.21	
	00020027	I22429243	Office Supplies	10-30-430-611.00	OFFICE SUPPLIES	39.00	39.00	
	00020027	I22429243	Office Supplies	50-10-410-611.00	OFFICE SUPPLIES	20.55	20.55	
	00020027	I22429243	Office Supplies	55-20-420-611.00	OFFICE SUPPLIES	20.55	20.55	
	00002902	I22580030	Office Supplies	10-20-420-611.00	OFFICE SUPPLIES	665.75	665.75	
						-----		
						832.22	828.53	
61002 WIRELESS PHONE SERVICE LLC								
	00002899	268428.99	FY14 Homeland Security Gr	38-10-420-740.00	FY14 Homeland Security G	158.85	158.85	
87159 XEROX BUSINESS SERVICE LLC								
	00007156	1107678		10-10-412-611.00	OFFICE SUPPLIES	260.00	257.77	

12/31/14  
10:21 am

TOWN OF MILTON Accounts Payable  
Warrant/Invoice Report # 13

Page 10 of 10  
mthompson

By due date and vendor name for check acct. 1(GENERAL FUND) and due dates 01/06/15 thru 01/06/15

Vendor	PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check	
-----							-----	-----	-----
Report Total							157,595.84	=====	

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

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

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

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 \$ \*\*\*157,595.84

SELECTBOARD:

\_\_\_\_\_  
Darren Adams, Chair

\_\_\_\_\_  
John C. Gifford, Vice Chair

\_\_\_\_\_  
John W. Bartlett, Clerk

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

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

12/31/14  
10:18 am

TOWN OF MILTON General Ledger  
Balance Sheet Current Year - Period 6 Dec  
GENERAL FUND

Account	Curr Yr Pd 6 Dec Encumbrances	Curr Yr Pd 6 Dec Actual
<b>ASSET</b>		
10-00-000-101.00 PEOPLE'S UNITED BANK CK	0.00	1,198,144.54
10-00-000-106.00 MILTON EMS RECEIPTS	0.00	363,571.87
10-00-000-110.00 PAYROLL CHECKING ACCOUNT	0.00	87,190.35
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	36,718.03
10-00-000-117.00 UTILITY CONTROL ACCT	0.00	1,725.56
10-00-000-119.00 UTILITY OVER PAYMENT	0.00	-2,157.49
10-00-000-120.00 Credit Card Checking Acct	0.00	5,376.94
10-00-000-122.00 PENALTIES REC-DEL TAXES	0.00	18,945.46
10-00-000-123.00 INTEREST REC-DEL TAXES	0.00	23,073.66
10-00-000-124.01 POLICE CONTRACTS RECEIVAB	0.00	34,020.50
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	179,549.43
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	14,213,483.56
10-00-000-132.00 Inventory	0.00	38,708.35
10-00-000-140.00 PRIOR YR DEL TAXES TOWN	0.00	253,349.06
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	143,194.54	-1,037,732.89
10-00-000-190.00 PREPAID POSTAGE	0.00	7,383.22
10-00-000-192.00 PREPAID TAXES	0.00	-0.02
<b>Total Asset</b>	<b>143,194.54</b>	<b>14,996,823.53</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	-157,716.03
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	-1,785.51
10-00-000-252.01 DUE TO STATE/MARRIAGE LIC	0.00	-280.00
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	-3.09
10-00-000-255.00 DUE TO HIGHWAY PERMITS	0.00	-400.00

12/31/14  
10:18 am

TOWN OF MILTON General Ledger  
Balance Sheet Current Year - Period 6 Dec  
GENERAL FUND

Account	Curr Yr Pd 6 Dec Encumbrances	Curr Yr Pd 6 Dec Actual
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10-00-000-256.00 DUE TO DEVELOPERS	0.00	-12,230.57
10-00-000-258.00 Due to Highway	0.00	-2,159.00
10-00-000-259.00 Due to Hookup- Water/Sewe	0.00	600.00
10-00-000-299.00 ENCUMBRANCE	-396,268.09	0.00
	-----	-----
Total Liability	-396,268.09	-10,542,800.61
	-----	-----
RESERVES		
10-10-000-321.40 1/2 Penny for Recreation	640.76	22,546.36
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Total Reserves	640.76	22,546.36
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BUDGETARY		
	-----	-----
Total Budgetary	0.00	0.00
	-----	-----
FUND BALANCE		
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
	-----	-----
Total Prior Years Fund Balance	0.00	-1,193,869.76
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Fund Balance Current Year	252,432.79	-3,282,699.52
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Total Fund Balance	252,432.79	-4,476,569.28
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Total Liability,Reserves,Fund Balance	-143,194.54	-14,996,823.53
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