DELIBERATIVE AGENDA

LOCAL CONTROL COMMISSION
MONDAY, FEBRUARY 10, 2014
CONTOIS AUDITORIUM, CITY HALL
7:00 P.M.

1. AGENDA

2. CONSENT AGENDA

2.01. FIRST CLASS HOTEL LIQUOR LICENSE RENEWALS (2014-2015):
see attached list
*waive the reading, accept the communication, place it on file and approve the 2014-2015 First Class Hotel Liquor License Renewals with all standard conditions

2.02. FIRST CLASS RESTAURANT/BAR LIQUOR LICENSE RENEWALS (2014-2015):
see attached list
*waive the reading, accept the communication, place it on file and approve the 2014-2015 First Class Restaurant/Bar Liquor License Renewals with all standard conditions

2.03. SECOND CLASS STORE LIQUOR LICENSE RENEWALS (2014-2015):
see attached list
*waive the reading, accept the communication, place it on file and approve the 2014-2015 Second Class Store Liquor License Renewals with all standard conditions

2.04. OUTSIDE CONSUMPTION PERMIT RENEWALS (2014-2015):
see attached list
*waive the reading, accept the communication, place it on file and approve the 2014-2015 Outside Consumption Permit Renewals

3. ADJOURNMENT

REGULAR MEETING, CITY COUNCIL
MONDAY, FEBRUARY 10, 2014

1. AGENDA

2. PRESENTATION: Doreen Kraft, City Arts Director, Jesse Bridges, Parks and Recreation Director, Kelly Devine, Executive Director, BBA and H. Keith Wagner And Jeff Hodgson Partnership, Landscape architect team, re: City Hall Park Master Plan (15 mins.)

2.01. COMMUNICATION: Doreen Kraft, City Arts Director, re: City Hall Park Resolution

2.02. RESOLUTION: City Hall Park Master Plan (Councilors Paul, Brennan, Aubin: Parks, Arts & Culture Committee

3. PUBLIC FORUM **(Time Certain: 7:30 p.m. – 8:00 p.m. unless extended by the Council President per Council Rules)**

4. CONSENT AGENDA

5. RESOLUTION: Notice Information for March 4, 2014 Annual City Meeting – Re Pledging The Credit of The City to Secure Indebtedness for Public

Improvements within The Waterfront TIF District (Councilors Shannon, Bushor, Aubin and Knodell)

6. COMMITTEE REPORTS (5 mins.)

7. COMMUNICATION: City Councilors, re: General City Affairs (oral)(10 mins.)

8. COMMUNICATION: Mayor Weinberger, re: General City Affairs (oral)(5 mins.)

9. COMMUNICATION: Richard Haesler, Assistant City Attorney, re: Champlain Parkway Litigation (oral)

*** * * EXPECTED EXECUTIVE SESSION * * ***

10. ADJOURNMENT

CONSENT AGENDA

REGULAR MEETING, CITY COUNCIL
MONDAY, FEBRUARY 10, 2014

4.01. COMMUNICATION: Lori Olberg, Licensing, Voting & Records Coordinator, re: Accountability List
*waive the reading, accept the communication and place it on file

4.02. RESOLUTION: Establishing A Policy Requiring Financial Firms To Present Findings To The City Council (Councilors Paul, Mason, Bushor, Knodell)
*waive the reading and adopt the resolution

4.03. RESOLUTION: Authorization to Award a Contract for The Hydrologic/Hydraulic Model For Main Plant Collection System (Councilors Shannon, Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution

4.03.01. COMMUNICATION: Megan Moir, Steve Roy, Laurie Adams, Department of Public Works, re: Request for Approval to Execute Contract Related to Hydrologic/Hydraulic Model of the Main Plant Collection System
*waive the reading, accept the communication and place it on file

4.04. RESOLUTION: Authorization to Enter into Participation Agreement with Chittenden Solid Waste District for Residuals Management Disposal (Councilors Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution

4.04.01. COMMUNICATION: Laurie Adams, Assistant Director DPW Water Quality, re: Wastewater Residuals Management Participation Agreement
*waive the reading, accept the communication and place it on file

4.05. RESOLUTION: Acceptance of State of Vermont Agency of Transportation Grant "Burlington STP BP13(12)" and Authorization to Execute Contract No. CA0377 to Complete a Scoping Study of Bicycle and Pedestrian Improvements (Councilors Bushor, Aubin, Knodell: Board of Finance)
*waive the reading and adopt the resolution

4.05.01. COMMUNICATION: Nicole Losch, Transportation Planner, Office of Plangineering, Authorization to Accept Grant Agreement for the Burlington Bicycle & Pedestrian Action Plan, Project No. STP BP13(12) – Contract No. CA0377

*waive the reading, accept the communication and place it on file

4.05.02. COMMUNICATION: Jon Winter, Special Agreements Administrator, State of Vermont, Finance & Administration to Norm Baldwin, Assistant Director, Department of Public Works, re: Burlington STP BP13(12) – Contract No. CA0377

*waive the reading, accept the communication and place it on file

4.06. INDOOR AND OUTDOOR ENTERTAINMENT PERMIT RENEWALS (2014-2015): see attached list

*waive the reading, accept the communication and approve the 2014-2015 Indoor and Outdoor Entertainment Permit Renewals with all standard conditions

4.07. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, January 6, 2014

*waive the reading, accept the communication and place it on file

4.08. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, January 13, 2014

*waive the reading, accept the communication and place it on file

4.09. COMMUNICATION: Amy Bovee, Executive Secretary, re: Board of Finance Minutes, January 27, 2014

*waive the reading, accept the communication and place it on file

4.10. COMMUNICATION: Stephanie Reid, Interim Human Resources Generalist and Susan Leonard, Human Resources Director, re: Communication – Step Placement for Aster Turnbull, Senior Accountant Payroll

*waive the reading, accept the communication, place it on file and approve the step placement for Aster Turnbull

4.11. COMMUNICATION: Clerk/Treasurer's Office, re: Openings Burlington City Commissions/ Boards

*waive the reading, accept the communication and place it on file

4.12. COMMUNICATION: Meghan Sweeney, Clerk of the Board, Fire Commission, re: Attendance Record: 1/13 through 6/13

*waive the reading, accept the communication and place it on file

4.13. COMMUNICATION: Meghan Sweeney, Clerk of the Board, Fire Commission, re: Attendance Record 7/13 through 12/13

*waive the reading, accept the communication and place it on file

4.14. COMMUNICATION: Clerk/Treasurer's Office, re: Monthly Financials as of December 31, 2013

*waive the reading, accept the communication and place it on file

4.15. COMMUNICATION: Clerk/Treasurer's Office, re: Sweep Account Analysis as of January 22, 2014

*waive the reading, accept the communication and place it on file

4.16. COMMUNICATION: Clerk/Treasurer's Office, re: Quarterly Budget Amendment Report
*waive the reading, accept the communication and place it on file

4.17. REPORT: The Burlington/Puerto Cabezas Sister City Program, re: 2013 Annual Report to The City of Burlington
*waive the reading, accept the report and place it on file

4.18. REPORT: Sandra L. Baird, Esq., Burlington Bethlehem-Arad Sister City Program, re: Report of the Sister City Activities for the year 2013
*waive the reading, accept the report and place it on file

Members of the public may speak when recognized by the Chair, during the Public Forum (time certain: 7:30 p.m.) or during a Public Hearing. This agenda is available in alternative formats upon request. Persons with disabilities, who require assistance or special arrangements to participate in programs and activities of the Clerk/Treasurer's Office, are encouraged to contact us at 865-7000 (voice) or 865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will air live on the night of the meeting on Burlington Telecom, Channel 317. This meeting will also air on Channel 17 on February 12, 2014 at 8:00 p.m., repeating at 1 a.m., 7 a.m. and 1 p.m. the following day. For information on access, call Scott Schrader, Assistant CAO for Administration and Management (865-7140) or Lori Olberg, Licensing, Voting and Records Coordinator (865-7136) (TTY 865-7142).

Local Control Commission – Monday, February 10, 2014

First Class Hotels:

Courtyard by Marriott
Lang House on Main Street
Hotel Vermont

First Class Restaurants and Bars:

Arts Riot
Asiana House
Asiana Noodle Shop
A Single Pebble
Bluebird Barbeque
Bluebird Tavern
Bove's Restaurant
Breakwaters
Bueno Y Sano
Buffalo Wild Wings
Daily Planet, The
Drink Lounge & Bistro
El Gato Cantina
Esox
Finnigan's Pub
Four Corners of the Earth
Hen of the Wood
India House
J.P.'s Pub
Ken's Pizza and Pub
L'Amante
Leunig's Bistro
Lucky Next Door
Manhattan Pizza and Pub
Muddy Waters
Olde Northender Pub
Other Place, The
Penny Cluse Café
Rasputins
Shanty on the Shore
Sherpa Kitchen Restaurant
Splash At The Boathouse
Sweetwaters
T. Rugg's Tavern
The Spot
Three Needs
Trattoria Delia
Vermont Lake Monsters
Vermont Pub & Brewery
Zabby's Stone Soup

Second Class Stores:

Burlington Bay Market & Café
Burlington Beverage Center
Champlain Farms 219 Main
Champlain Farms 315 Shelburne
Champlain Farms 328 North
Cumberland Farms #8018
Cumberland Farms #8019
Dedalus Wine
Downtown Quick Stop
Hannaford Food & Drug
Henry Street Deli
Kampus Kitchen
Kerry's Kwik Stop
Kinney Drugs Inc. #29
Kountry Kart Deli
Merola's Market
Old North End Variety
Pearl Street Beverage
Pine Street Deli
Price Chopper #165
Radio Deli
Rotary Mart
Simon's Store Battery Park
Vermont Church Supply Co.
Vermont Pub & Brewery
Vin Bar & Shop
Willard Street Market

Outside Consumption Permits:

Courtyard by Marriott
Asiana House
Asiana Noodle Shop
A Single Pebble
Bluebird Barbeque
Bluebird Tavern
Breakwaters
Buffalo Wild Wings
Daily Planet, The

El Gato Cantina
Finnigan's Pub
Hotel Vermont
Ken's Pizza and Pub
Leunig's Bistro
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Shanty on the Shore
Splash At The Boathouse
Sweetwaters
T. Rugg's Tavern
The Spot
Three Needs
Vermont Lake Monsters
Vermont Pub & Brewery

Lori Olberg

From: Doreen Kraft
Sent: Wednesday, February 05, 2014 11:17 AM
To: Lori Olberg
Subject: City Hall Park Resolution

February 2014
Dear City Councilors,

In this packet you'll find a resolution about City Hall Park - the jewel in the crown of our downtown.

A public engagement process called *Imagine City Hall Park* took place in Burlington for nine months from the summer of 2011 until spring 2012 with over 950 community members including city councilors, department heads, maintenance crews, seniors, area businesses, social service agencies, New Americans, Burlington citizens, and visitors. The results of all engagement projects were analyzed and compiled into a report that was shared with the project's landscape architecture team, H. Keith Wagner and Jeff Hodgson Partnership, who transformed the information into a master plan. (Concept Final Drawing attached)

Since that time, Burlington City Arts and Burlington Parks and Recreation Department have both directed our energies toward short term programming and maintenance projects and planning the next phases for this important city resource.

We are now ready to move to Phase 2 - engineering and design documents to be executed as funding becomes available. On Monday evening, we look forward to presenting an overview of the work we've done, with the assistance of the landscape architects, at which time we will review next steps. Thank you for your continued interest and support.

Respectfully,
Doreen

Doreen Kraft
Executive Director
BURLINGTON CITY ARTS
135 Church Street
Burlington, VT 05401
P 802.865.7156
F 802.865.5839
E dkraft@burlingtoncityarts.org

BCA

From: Gretchen Farrar
Sent: Wednesday, February 05, 2014 11:12 AM
To: Doreen Kraft
Subject: RE: CHP - looks great - I just struck commas around the name

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Respectfully,
Doreen

From: Doreen Kraft
Sent: Wednesday, February 05, 2014 11:08 AM
To: Gretchen Farrar
Subject: CHP

February 2014
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Doreen

Doreen Kraft
Executive Director
BURLINGTON CITY ARTS
135 Church Street
Burlington, VT 05401
P 802.865.7156
F 802.865.5839
E dkraft@burlingtoncityarts.org

HKW|P
LANDSCAPE ARCHITECTS

BURLINGTON CITY HALL PARK

LANDSCAPE PLAN

REVISIONS

JOB NO. 154
SCALE 1" = 20'-0"
DATE 05.15.12
DRAWING NO.
L1.0

Councilors Paul,
Brennan, Aubin: Parks, Arts & Culture Com.

CITY HALL PARK MASTER PLAN

In the year Two Thousand Fourteen……
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Burlington City Arts (BCA) received a $10,000 contribution from the Merchants Bank to begin problem solving the safety challenges facing City Hall Park in 2010; and

WHEREAS, BCA assembled a committee of City Hall Park stakeholders at the Mayor's request to collaboratively approach the issues of infrastructure and programming that included the Departments of Parks and Recreation, Planning and Zoning, the Marketplace, BCA, as well as The Flynn, and the Burlington Business Association; and

WHEREAS, BCA applied for and received a $50,000 matching grant from the National Endowment of the Arts to develop a master plan for the park that used the arts as an engagement tool and promised a high quality design as an outcome;, and

WHERAS, BCA raised the 1 to 1 match necessary to implement the outreach and complete the plan; and

WHEREAS, BCA spent 6 months on an outreach campaign asking the community to describe what they loved about the park and what they would like to see in the park in the future; and

WHEREAS, engagement participants included over 950 people and included extensive public outreach on many levels, including: artistic activities with youth, persons with disabilities, seniors and new Americans/ESL residents; with surveys that took place during activities in or near the park, in surrounding business lobbies and online; and in facilitated sessions with several adult groups, including the Department of Parks and Recreation staff, City Councilors and Commissioners, surrounding business owners, and arts professionals; and

WHEREAS, the resulting Master Plan for City Hall Park integrates the highest priorities of the community into the design based on this public engagement process; and

WHEREAS, the Burlington Police Department supports consistent, positive activity in City Hall Park including but not limited to vending, entertainment, and events that enhance public safety and help reduce crime and disorder; and

CITY HALL PARK MASTER PLAN

WHEREAS, the Mayor supported joint Burlington Police, Burlington City Arts, and the Parks and Recreation Departments' efforts to improve City Hall Park during the summers of 2012 and 2013 and encourages immediate positive programming in the park; and

WHEREAS, the Mayor supports construction of the redesigned City Hall Park as early as 2015 and has placed the City Hall Park Master Plan on his list of priorities for the FY 2015/16 budget;, and

WHEREAS, a partnership between the Friends of City Hall Park and the City of Burlington, represented by BCA and the Department of Parks and Recreation, has formed and is now jointly seeking funding to complete construction drawings, in which the design of complex items such as storm water treatment, design of the fountain area, kiosk and stage details will be determined with the appropriate City departments; and

WHEREAS, BCA with the support of the Department of Parks and Recreation continues to program City Hall Park with new lighting in the alleyway, annual art exhibits, noontime concerts in the spring/summer months, vending opportunities and lighting/public art initiatives; and

WHEREAS, this partnership is seeking funds to do a small feasibility study to identify potential local funders; and

WHEREAS, this partnership is also spearheading a city-wide effort to develop the capital funding sources for the approximate $2.5 million renovation of the park based on the Master Plan including Downtown District Tax Increment Financing, Penny for Parks, grants, and individual gifts; and

WHEREAS, BCA has applied for a second National Endowment for the Arts "ArtWorks" grant that would fund the design of architectural structures in the park, including a central kiosk and a collapsible event stage which will be announced by April 30th; and

WHEREAS, the quality of our built environment is of utmost importance to the livability of our City, influencing how people relate to each other, providing the opportunity for community to form, and representing the depth of our social networks;

NOW, THEREFORE, BE IT RESOLVED that this City Council supports the progress which BCA, the Department of Parks and Recreation and the many other stakeholders in this effort have made thus far to improve one of our great assets in the Downtown District and make it welcoming to all; and

BE IT FURTHER RESOLVED that this Council encourages BCA and the Department of Parks and Recreation to proceed with phase 2 design and BID drawings as funding becomes available; and

BE IT FURTHER RESOLVED that this Council requests and looks forward to an update on progress to date to the City Council at the second meeting in June 2014.

Resolution Relating to

RESOLUTION _____
Sponsor(s): Councilors Shannon, Bushor, Aubin, Knodell
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

NOTICE INFORMATION FOR MARCH 4, 2014 ANNUAL CITY MEETING - Re PLEDGING THE CREDIT OF THE CITY TO SECURE INDEBTEDNESS FOR PUBLIC IMPROVEMENTS WITHIN THE WATERFRONT TIF DISTRICT

CITY OF BURLINGTON

In the year Two Thousand Fourteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City Council, at its January 27, 2014 meeting, resolved to request that the Mayor's proposed slate of Public Investment Action Plan (PIAP) public improvements and related costs be advanced in the form of a ballot question for City-wide consideration and a public vote at the City's Annual Meeting on March 4, 2014 (see attached resolution); and

WHEREAS, recently passed legislation now requires that the municipal legislative body provide certain information to the public prior to the public vote to authorize incurrence of debt by pledging the credit of the municipality under 24 V.S.A. § 1894 (h); and

WHEREAS, the above referenced ballot question to authorize Waterfront TIF district debt incurrence secured by pledging the credit of the City under 24 V.S.A. § 1894 (i) is therefore subject to the requirements of 24 V.S.A. § 1894 (i); and

WHEREAS, in order to assure compliance with statutory requirements, the City Attorney's Office has prepared the attached Information Notice to the Public relating to the above referenced ballot question for City-wide consideration and a public vote at the City's Annual Meeting on March 4, 2014; and

WHEREAS, in an effort to provide full and complete information to a public deserving more than simply that required by the law, the Community and Economic Development Office (CEDO) has also prepared a packet of "Frequently Asked Questions" (FAQs) (see attached) with the intent of making said packet available to the public;

Resolution Relating to NOTICE INFORMATION FOR MARCH 4, 2014 ANNUAL CITY MEETING - Re PLEDGING THE CREDIT OF THE CITY TO SECURE INDEBTEDNESS FOR PUBLIC IMPROVEMENTS WITHIN THE WATERFRONT TIF DISTRICT

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby provides the information required under 24 V.S.A. § 1894 (i) by adopting the attached Information Notice prepared by the City Attorney's Office and requests that it be made available to the public through March 4, 2014 during normal business hours, both at the front desk of the City Clerk's Office and at the front desk of the City's CEDO Office, as well as making it electronically available to the public on the City's website; and

BE IT FURTHER RESOLVED that the City Council also requests that the above referenced FAQ's prepared by the CEDO Office also be made available to the public through March 4, 2014 during normal business hours, both at the front desk of the City Clerk's Office and at the front desk of the City's CEDO Office, as well as making it electronically available to the public on the City's website.

lb/RWH/c: Resolutions 2014/Notice Information for 3-4-14 Annual City Meeting re Pledging Credit of the City for Public Improvements within the Waterfront TIF District
2/5/14

Resolution Relating to

RESOLUTION 9.05

Sponsor(s): Councilors Shannon, Bushor, Aubin, Knodell: Bd. of Finance

Introduced: 01/27/14

Referred to:

Action: adopted

Date: 01/27/14

Signed by Mayor: 01/30/14

MARCH 4, 2014 ANNUAL CITY MEETING - PLEDGING THE CREDIT OF THE CITY TO SECURE INDEBTEDNESSFOR PUBLIC IMPROVEMENTS WITHIN THE WATERFRONT TIF DISTRICT

CITY OF BURLINGTON

In the year Two Thousand Fourteen.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City of Burlington engaged in the extensive, inclusive, very public, more than year-long Public Investment Action Plan (PIAP) which solicited over one hundred proposals for new projects in the City's Waterfront Tax Increment Financing (TIF) District, culminating on January 13, 2014 with Mayor Miro Weinberger's announcement of a slate of six PIAP projects (see attached January 13, 2014 public letter from the Mayor) to be facilitated by the City's proposed investment of up to $9.6 million of public improvements and related costs; and

WHEREAS, the City has established a projected capacity to finance this proposed slate of PIAP public improvements as a result of the success of the Waterfront TIF District already as evidenced by the growth in the property value of the Waterfront District from approximately $42 million to more than $136 million; and

WHEREAS, the Chief Administrative Officer's office presented a thorough analysis at the January 13, 2014 Board of Finance meeting as to how the Waterfront TIF District's projected increment going forward should be sufficient, even under conservative estimates, to finance this proposed $9.6 million slate of PIAP public improvements and related costs; and

WHEREAS, the Board of Finance, at its January 13, 2014 meeting unanimously approved advancing the Mayor's proposed slate of PIAP public improvements and related costs for City-wide consideration and a public vote at the City's Annual Meeting on March 4, 2014;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests, pursuant to Sec. 25 of the City Charter, that the following question be placed on the ballot of the March 4, 2014 Annual City Meeting:

"Shall the City Council be authorized to pledge the credit of the City to secure indebtedness or make direct payments for the purpose of funding one or more public improvements and related costs attributable to Public Investment Action Plan (PIAP) projects serving the Waterfront Tax Increment Financing (TIF) District, specifically

(a) **New Moran**: mixed-use redevelopment of the building with a focus on multi-purpose arts and events space, local foods, and green energy innovation;

(b) **Waterfront Park Upgrades**: site improvements to electrical and water infrastructure to enhance Vermont's most visited public park;

(c) **Lake Champlain Community Sailing Center**: site improvements for a permanent home and new building for the Community Sailing Center;

(d) **Burlington Harbor Marina**: construction of a marina on our northern waterfront to meet the burgeoning need for boat slips in our harbor;

(e) **Sustainability Park**: construction of new outdoor amenities, educational installations, and lake protection facilities on land surrounding the ECHO Lake Aquarium and Science Center, Leahy Center for Lake Champlain; and

(f) **Waterfront Access North**: site improvements increasing access to the northern waterfront, landscaping, environmental remediation, lake protection, and utility relocation

in a total principal amount not to exceed $9,600,000, (with the total outstanding TIF debt for the Waterfront TIF district approved to date of $8,421,238), and to issue bonds, notes or make inter-fund loans for such purpose with the understanding that tax increment from the properties within the Waterfront TIF District shall be pledged and appropriated for the payment of such indebtedness, direct or related costs of the improvements; and with the further understanding that in the event that, upon the recommendation of the Mayor, the City Council determines that the proposed New Moran project cannot be reasonably accomplished, the City Council shall be authorized to utilize tax increment funds from the Waterfront TIF District for payment of indebtedness, direct or related costs of the demolition of the Moran building and site stabilization in accordance with the public trust doctrine?"

* * * * * * * * * * * * *

ORIGINAL

DISTRIBUTION:

I hereby certify that this resolution has been sent to the following department(s) on

CEDO, Nathan Wildfire
Assistant City Attorney Haesler

RESOLUTION RELATING TO

March 4, 2014 Annual City Meeting - Pledging The Credit of The City to Secure Indebtedness for Public Improvements Within The Waterfront TIF District

Adopted by the City Council

January 27, 2014

..... Clerk

Approved January 30, 2014

..... Mayor

Attest:

Lori Olberg
Licensing, Voting and Records Coordinator

Vol. ..... Page .....

* * * * * * * * * * * * *

Office of Mayor Miro Weinberger

January 13, 2014

Open Letter to the People of Burlington,

Happy New Year!

Thank you again for your trust and support over the last 21 months – we will be working hard to continue making good on that confidence throughout 2014.

This past year included two of the most inclusive and transparent planning processes our City has ever attempted: PlanBTV and the Public Investment Action Plan (PIAP). PlanBTV, a vision of the future worthy of our dynamic, vibrant, committed City, involved two years' research, more than 100 public events, with more than 1,200 participants from our community – residents, workers, business, and nonprofits, and resulted in an award-winning plan. PIAP – an implementation effort designed to move PlanBTV elements from concept to reality – generated 120 initial proposals that have been winnowed to nine detailed final proposals.

Together, these two initiatives have generated new ideas and energy, and clarified our current opportunities for progress in the City's long-term effort to reclaim the waterfront from its historic, industrial past. Today, I am pleased to announce my support for a slate of six projects totaling up to $7.5 million in new Tax Increment Financing (TIF) investment plus $2.1 million in reauthorized TIF investment.

Collectively, this slate of investments will accomplish a number of key waterfront goals, without impacting municipal property tax rates:

- **Strengthen existing waterfront resources.** The slate includes investments in beloved elements of today's waterfront: the Community Sailing Center, ECHO, and Waterfront Park.

- **Resolve the use of the abandoned Moran site.** The proposed slate will both determine the use of the land immediately surrounding the Moran building, and define a path to near-term resolution of the future of the building.

- **Increase public access and use of the waterfront and Lake Champlain.** All proposed projects include public elements that will bring more residents and visitors to the waterfront. Some projects include features that will increase the public's access to the lake itself.

- **Protect Lake Champlain and continue Burlington's leadership in water quality efforts.** The proposed projects include important new public infrastructure that will protect Lake Champlain from stormwater run-off, improve public education about lake protection, and continue Burlington's leadership on stormwater issues.

- **Leverage additional investment that creates economic opportunity and grows City revenues.** The proposed $9.6 million of project investments are conceptually anticipated to leverage approximately $33 million of non-municipal direct investment. In addition, municipal tax revenues are projected to grow annually, with indirect economic activity increasing by $15 million.

I am respectfully requesting that the City Council approve ballot language supporting the following slate of public investments at their January 27, 2014 meeting, and that Burlington voters approve this item on Town Meeting Day. The proposed slate consists of the following projects:

- **New Moran: up to $6.3 million for a mixed-use redevelopment of the building with a focus on green energy innovation, local foods, and a multi-purpose arts and events space.** The proposed investment includes $4.2 million of new TIF investment and reauthorization of a $2.1 million investment previously approved by the City Council in 2011. Key elements of this investment include:
  - New Moran will be developed and managed by a new, independent non-profit that will assume the project's pre-development, construction, and operating risk. The City will invest its TIF funds only after the New Moran team has secured tenants and the balance of the financing for the approximately $25 million project and taken steps to guarantee the long-term financial viability of the project.
  - The local New Moran team has presented a proposal that represents an exciting vision for the building – arguably the most exciting vision proposed in 30 years of redevelopment efforts – and has garnered an enormous amount of support from other significant, credible, local individuals and organizations.
  - The New Moran proposal represents the last hope for the many Burlingtonians who, like me, see value in the existing structure and would like to see it redeveloped successfully.
  - The New Moran team's plan is ambitious, complex, will take time to accomplish, and success is not guaranteed. Because we cannot return to the years of uncertainty and minimal progress that marked the last redevelopment effort, my support for New Moran is conditioned on the team achieving critical milestones and demonstrating steady progress.
  - After three decades of efforts, it is time to resolve the uncertainty regarding the future of the northern waterfront. If New Moran proves infeasible, it will be time to acknowledge that the building has become an obstacle to waterfront progress. In the proposed PIAP ballot language, I am requesting the authority from voters for resolution: in the event the Administration and City Council determine that New Moran cannot be completed in a timely manner, the City will use TIF funds to demolish the building.
  - ***A vote for the PIAP slate is a vote for resolution of the Moran building and site.***

- **Waterfront Park Upgrades: $800,000 for improved electrical and water infrastructure to enhance Vermont's most visited public park.** These Waterfront Park upgrades will enable the City to better serve waterfront events while mitigating the impacts of events on neighbors and other users of the park and Bike Path.

- **Lake Champlain Community Sailing Center (CSC): $500,000 to support site improvements for a permanent home and new building for the CSC.** It is time for the 20-year-old Community Sailing Center to have a permanent home on the waterfront. The proposed TIF investment will leverage approximately $4.5 million of independent investment by the Sailing Center and allow the Sailing Center to expand its programs and services that allow hundreds of Vermonters from all backgrounds to enjoy the Lake every summer.

- **Burlington Harbor Marina: $500,000 to create a marina on our northern waterfront to meet the burgeoning need for boats slips in our harbor.** The proposed TIF investment will leverage approximately $4.5 million in private investment, create jobs, and generate substantial new revenues to the City. The proposed marina would include public piers stretching into Lake Champlain, and serve as breakwater protection for both the marina and Community Sailing Center. The proposal also includes public bathrooms, a variety of currently lacking marina amenities, and water taxi service to increase public access along the entire waterfront.

- **ECHO Center Sustainability Park: $500,000 to support creation of new outdoor amenities, educational installations, and lake protection facilities on land surrounding ECHO.** New plantings, a boardwalk extension, stormwater mitigation, and educational installations all would be constructed in a first phase of what ultimately is envisioned to be an approximately $3.8 million enhancement to the ECHO site, with the balance to be funded without further direct City investment.

- **Waterfront Access North: $500,000 for increased access to the northern waterfront, landscaping, environmental remediation, lake protection, and utility relocation.** Waterfront Access North currently is in construction after support by the voters last fall. This additional investment will enable the project to support the use of the Moran site, a permanent home for the Lake Champlain Community Sailing Center, and a marina.

- The proposed total TIF authorization also includes $500,000 to support the City's management of the TIF district during the years ahead of project implementation.

The Perkins Pier Marina and the Cherry Street Promenade PIAP proposals are both exciting, important projects that the City will continue to explore. However, because of limited funding and timing considerations, those projects are not being included in my recommended PIAP slate at this time.

One year ago, we could not have anticipated the extraordinary amount of energy, creativity, and partnership created by the Public Investment Action Plan. I want to thank the hundreds of Burlingtonians who participated in the PIAP process, the members of the Public Investment Team, and the many City employees who worked very hard to get us to this point. I have never been more excited about the future of our great City.

Sincerely,

Miro Weinberger
Mayor

PUBLIC NOTICE
TAX INCREMENT FINANCING
CITY OF BURLINGTON
WATERFRONT TAX INCREMENT FINANCING DISTRICT

This Public Notice is prepared by the City of Burlington to provide certain information to the public relating to the proposed ballot question seeking authorization to pledge the credit of the City to borrow, to finance, or otherwise pay for tax increment financing (TIF) improvements within the City's Waterfront TIF District. If approved by the voters, the City expects to use tax increment revenues from within the Waterfront TIF District in order to pay for the indebtedness and direct and related costs for the TIF Improvements. This notice is intended to provide the voters with additional information concerning the proposed projects, the terms of indebtedness to be incurred, the related costs that may be incurred by the City, and the expected source of payment for such indebtedness and direct and related costs.

WARNING and PUBLIC VOTE

The City Council at its January 27, 2014 meeting passed a resolution relating to "March 4, 2014 Annual City Meeting – Pledging the Credit of the City to Secure Indebtedness for Public Improvements Within the Waterfront TIF District." By resolution, the City Council requested that the following question be placed on the ballot at the March 4, 2014 Annual City Meeting:

> "Shall the city council be authorized to pledge the credit of the City to secure indebtedness or make direct payments for the purpose of funding one or more public improvements and related costs attributable to Public Investment Action Plan (PIAP) projects serving the Waterfront Tax Increment Financing (TIF) District, specifically
>
> (a) **New Moran**: mixed-use redevelopment of the building with a focus on multi-purpose arts and events space, local foods, and green energy innovation;

(b) **Waterfront Park Upgrades**: site improvements to electrical and water infrastructure to enhance Vermont's most visited public park;
(c) **Lake Champlain Community Sailing Center**: site improvements for a permanent home and new building for the Community Sailing Center;
(d) **Burlington Harbor Marina**: construction of a marina on our northern waterfront to meet the burgeoning need for boat slips in our harbor;
(e) **Sustainability Park**: construction of new outdoor amenities, educational installations, and lake protection facilities on land surrounding the ECHO Lake Aquarium and Science Center, Leahy Center for Lake Champlain; and
(f) **Waterfront Access North**: site improvements increasing access to the northern waterfront, landscaping, environmental remediation, lake protection, and utility relocation

in a total principal amount not to exceed $9,600,000, (with the total outstanding TIF debt for the Waterfront TIF district approved to date of $8,421,238), and to issue bonds, notes or make interfund loans for such purpose with the understanding that tax increment from the properties within the Waterfront TIF District shall be pledged and appropriated for the payment of such indebtedness, direct or related costs of the improvements; and with the further understanding that in the event that, upon the recommendation of the Mayor, the City Council determines that the proposed New Moran project cannot be reasonably accomplished, the City Council shall be authorized to utilize tax increment funds from the Waterfront TIF District for payment of indebtedness, direct or related costs of the demolition of the Moran building and site stabilization in accordance with the public trust doctrine?"

FINANCING OF PUBLIC IMPROVEMENTS – INDEBTEDNESS

Subject to the receipt of necessary voter approvals, the City intends to finance these public improvements principally by the issuance of bonds or notes, in one or more instances, for a total principal amount not exceeding $9.6 million. Issuance of the bonds, notes or other evidence of indebtedness will be subject to City Council authorization. The City would issue these bonds or notes through either a competitive or negotiated sale or may seek to sell the bonds or notes through the Vermont Municipal Bond Bank. The terms of repayment would not exceed twenty years and the interest rate would be determined based upon market conditions at the time of securing the debt. The city has historically sold its general obligations bonds through a

competitive bidding process but may reserve the right to sell them in a negotiated sale if the City Council determines it is in the City's interest to do so. The City may also issue notes to the US Department of Housing and Urban Development, if approval is obtained. Historically, loans from HUD can carry a lower interest rate.

PROJECTED TAX INCREMENT REVENUES

The City estimates that the Tax Increment Revenue from the Waterfront TIF District will be sufficient to pay the costs of the proposed improvements and the related costs of the projects. The forecasts are dependent upon the expected development that will occur in the Waterfront TIF District. The projections presented to the City Council, as well as the memo which accompanied it, are attached to this notice.

In the event that the tax increment received by the City from within the Waterfront TIF District is insufficient to pay the principal and interest on the indebtedness in any year, for whatever reason, including a decrease in property value or repeal of a State of Vermont property tax source, unless determined otherwise at the time of such repeal, the City shall remain liable for the full payment of the principal and interest for the term of indebtedness.

INTERFUND TRANSFERS

In lieu of borrowing through the issuance of bonds or notes, the City, in the event that it determines it is prudent to do so, may use interfund transfers among the City's funds and accounts. For example, the Community and Economic Development Office (CEDO) might cover design costs for a project through an interest-free loan (by statute, no interest can be charged for TIF interfund loans) from the City Clerk's Office, and the loan would be repaid via a

documented City Council approved agreement utilizing tax increment according to a set schedule. These authorizations are allowed under the TIF statutes and any and all interfund transfer moneys utilizing TIF would need to be authorized by City Council and reported as such for municipal and state TIF audit purposes. To the extent, that interfund transfers are utilized, the total principal amount of bond or note issuance would be reduce accordingly from its allowance of $9.6 million. Under applicable law, no interest may be charged on interfund transfers.

RELATED COSTS

The City may use its TIF revenues for broad category of items which are defined as "related costs." Related costs can be City expenditures related to the specific public improvements or they can be related to the City's overall administration of its TIF district.

The following are expected "related costs" to be paid from TIF Revenues:

(i) the City's costs in complying with the State audits and reporting requirements as may be required by the TIF statutes;

(ii) reimbursement for the City's allocable costs and expenses which already incurred and paid by creating and administering the Public Investment Action Plan (PIAP), including reimbursement of departmental or personnel costs identified as related to creating or administering the Waterfront TIF District;

(iii) reimbursement for the City's allocable costs and expenses which were already incurred and paid by the City for the Moran project, including reimbursement of departmental or personnel costs identified as related to creating or administering the Waterfront TIF District.

(iv) the City's allocable costs and expenses in the years ahead for the administration of its Waterfront TIF District and the PIAP projects identified herein; including departmental or personnel costs identified as relating to creating or administering the Waterfront TIF District.

(v) those allocable related costs attributable to the individual PIAP projects identified herein as approved by City Council in the applicable debt authorizations issued for the respective projects.

The City expects to utilize up to $500,000 of TIF Revenues in order to cover these related costs. It is understood that if related costs exceed that amount, City Council may need to adjust budget allocations so as not to exceed the requested authorization of $9.6 million in indebtedness for public improvements within the TIF District.

Some of the foregoing "related costs" can wholly utilize tax increment revenues, while others by law may only utilize the portion of the municipal tax increment and not the portion for the education taxes.

The City will maintain records of such related costs, the reimbursement of related costs, and the allocation of costs of personnel related to administration of the Waterfront TIF District.

THE PROJECTS

1.

New Moran: an approximately $25 million mixed-use redevelopment of the building with a focus on multi-purpose arts and events space, local foods, and green energy innovation. The City will utilize up to $6.3 million in TIF related borrowings for the funding of public improvements to the building and site. These improvements will allow for, and are tied to the

New Moran redevelopment project (see attached "Public Investment Action Plan – Project Summaries" memo prepared by Burlington's Community and Economic Development Office (CEDO)). The City will proceed with its expenditures via a Memorandum of Understanding to be executed between the City and New Moran, if the ballot measure is passed. The Memorandum will set forth the timeline for benchmarks to be met by New Moran, which if met, will serve as the basis for City Council authorizations to incur TIF debt, and expend funds to be paid with TIF increments, as well as reimburse qualified City expenditures via interfund transfers by utilizing TIF increment. Approximately $2.1 million of TIF indebtedness will be incurred through the issuance of notes to the U.S. Department of Housing and Urban Development (HUD). If HUD approval of such borrowing is obtained, the balance of the $4.2 million costs for New Moran public improvements would be funded through one or more bond issuances, or by interfund transfers as approved by City Council. If some or all of the $2.1 million projected to be funded through HUD does not occur, the City may fund the balance through issuance of bonds or through interfund transfers to make up the balance of the funding for the New Moran project.

Categories of expenditures for TIF public improvements at New Moran, subject to further City Council approval, include:

- Environmental assessment and remediation of the building and the property;
- Site stabilization and site work;
- Building stabilization and construction;
- Utility infrastructure and connections (water, sewer, electrical; IT; stormwater)
- Public Accessibility Improvements – both inside and outside the building;
- Architectural and Engineering costs associated with stabilizing the building;

- Civil Engineering, Commissioning, Certifications and Energy Modeling costs;
- Historic Preservation costs;
- Marine Infrastructure and Flood Resiliency costs at the site;
- Permit Application and Hearing costs
- Landscaping; Public Amenities; Site Lighting; Public Art installation; Wayfinding and Signage;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

The Ballot measure contemplates that in the event that the benchmarks and timeline criteria called for by the prospective Memorandum as between the City and New Moran are not met and, upon the Mayor's recommendation, the City Council determines that the proposed New Moran project cannot be reasonably accomplished, the City Council can authorize use of tax increment funds for the payment of indebtedness, direct or related costs, for the demolition of the Moran building and site stabilization in accordance with the public trust doctrine. The City received an estimate for demolition of the building in 2007 for an approximate cost of $2 million. A new estimate would be needed but City Council approval for expenditures would remain within the $6.3 million proposed limitation for the New Moran project.

2.

Waterfront Park Upgrades: site improvements and public infrastructure to enhance Vermont's most visited park (see attached "Public Investment Action Plan – Project Summaries"

memo prepared by CEDO). These Waterfront Park upgrades will enable the City to better serve waterfront events while mitigating the impacts of events on neighbors and other users of the park and Bike Path. The City projects using $800,000 in TIF related borrowings for public infrastructure improvements at Waterfront Park.

Categories of expenditures for TIF public improvements for Waterfront Park, subject to future City Council approval, include:

- General Site Prep;
- Utility Services; Light Fixtures and Infrastructure; Sanitary Infrastructure; Water Infrastructure; Stormwater Infrastructure
- Boardwalk; Shoreline Stabilization; Landscaping;
- Stairs and Handrails; Water level Deck Structure; Paths and Walkways;
- Bike Amenities; Public Art and Place-making; Wayfinding;
- Engineering, Design, and Permitting;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

3.

Lake Champlain Community Sailing Center (CSC): Public Infrastructure and Site work. It is projected that the City will use $500,000 in TIF related borrowings for the funding of public improvements to prepare the site for the CSC's proposed sailing center. Along with the City's share of such funding, it is expected that CSC will make an investment of $4.5 million to construct a new sailing center facility which will in turn expand its programs and services at

Burlington's Waterfront (see attached "Public Investment Action Plan – Project Summaries" memo prepared by CEDO).

Categories of expenditures for TIF public improvements at the Lake Champlain Community Sailing Center , subject to future City Council approval, include:

- Engineering, Design and Permitting costs associated with preparation of the site;
- Environmental Remediation of the site;
- Utility infrastructure (water, electrical, sewer and stormwater);
- Site prep and Site work; Public Paths and Walkways; Fencing;
- Shoreline Stabilization and Improvements;
- Road, sidewalk and parking infrastructure;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

4.

Burlington Harbor Marina: The City projects incurring $500,000 of TIF indebtedness for TIF public infrastructure improvements to leverage approximately $4.5 million in private investment for a new marina (see attached "Public Investment Action Plan – Project Summaries" memo prepared by CEDO). The Burlington Harbor Marina project will include public piers stretching into Lake Champlain, and constructing breakwater protection for the marina and the CSC sailing center.

Categories of expenditures for TIF public improvements at the Burlington Harbor Marina site, subject to future City Council approval, include:

- Engineering, Design and Permitting costs associated with preparation of the site;
- Environmental Remediation of the site;
- Utility infrastructure (water, electrical, sewer and stormwater);
- Site prep and Site work; General Site work
- Landscape Improvements
- Marina Infrastructure (Docks, Pier, Breakwater protection)
- Shoreline Stabilization and Improvements;
- Road, sidewalks and parking infrastructure;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

5.

ECHO Center Sustainability Park: A projected $500,000 of proposed TIF related indebtedness will be used for public improvements to support the creation of new outdoor amenities, educational installations, and lake protection facilities on land surrounding ECHO. New plantings, a boardwalk extension, stormwater mitigation, and educational installations will be constructed in a first phase of a projected $3.8 million enhancement to the ECHO site (see attached "Public Investment Action Plan – Project Summaries" memo prepared by CEDO)

Categories of expenditures for TIF public improvements at the ECHO Center Sustainability Park, subject to future City Council approval, include:

- Engineering, Design and Permitting costs associated with preparation of the site;
- Utility infrastructure (water, electrical, sewer and stormwater);

- Site prep and Site work; General Site work
- Landscape Improvements; Walls and Stonework;
- Public Art installation; Public Amenities; Bike Amenities;
- Road, sidewalk and parking infrastructure;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

6.

Waterfront Access North: It is expected that $500,000 of TIF related borrowings will be used for public infrastructure improvements to provide increased access to the northern waterfront. The Waterfront Access North project is currently in construction after receiving TIF funding support from the voters in November, 2012, though those funds have yet to be accessed. The City received voter approval to use TIF increment to pay for up to $6.05 million in public improvements for the bike path and for Waterfront Access North. That indebtedness has not yet been incurred but is expected to be incurred, if the ballot question passes, contemporaneously with the bond issuances anticipated herein. This additional investment will enable the project to support the use of the Moran site, the CSC site, and the Burlington Harbor Marina site.

Categories of expenditures for these additional TIF public improvements relating to the Waterfront Access North project, subject to future City Council approval, include:

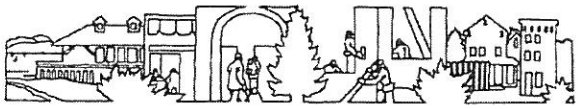
- Landscaping;
- Environmental Remediation,
- Lake protection;

- Utility infrastructure and relocation;

and eligible related costs associated with the above categories, or as attributable to the project generally where permitted for inclusion as eligible related costs for administration of the Waterfront TIF District.

PLEDGE OF THE CREDIT OF THE CITY

Finally, even though the City projects sufficient TIF increment to service all obligations of the City authorized by the March 4, 2014 ballot question referenced herein, voters are reminded here once again that, by authorizing with passage of this ballot question the City Council to pledge the credit of the City, if the tax increment received by the City from its source for the tax increment, the Waterfront TIF District, is insufficient to pay the principal and interest on the debt in any year, for whatever reason, including a decrease in property tax or repeal of a state property tax source, unless otherwise determined at the time of such repeal, the municipality shall remain liable for payment of the principal and interest for these obligations for the term of indebtedness; that is until fully paid.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

Celebrating 30 Years ~ 1983-2013

To: Burlington City Council
From: Nathan Wildfire, CEDO – reviewed by Bob Rusten, CAO
January 22, 2013

Re: **Tax Increment Financing (TIF) Capacity – Waterfront TIF District**

On January 13th, Mayor Miro Weinberger announced a slate of six projects to be facilitated by the City's proposed investment of up to $9.6 million dollars of public improvements and related costs, the culmination of the Public Investment Action Plan (PIAP.) PIAP was a year-long public process to generate project proposals with the City's Waterfront Tax Increment Financing (TIF) district, the first time any Vermont municipality has allocated TIF dollars in such a public fashion.

Attached to this memo is a spreadsheet demonstrating the capacity within our TIF district for both the $6.05 million in already voter-approved TIF projects (Bike Path improvements, Waterfront Access North, and related costs) and this new allocation of $9.6 million. The resolution before you is seeking approval to place the new $9.6 million on the March 2014 Town Meeting Day ballot.

Already voter-approved debt – scheduled for spring 2014 bonding:

Waterfront Access North	$2,900,000
Bike Path Improvements	$2,750,000
City Project Management/Related Costs	$ 580,000
Debt issuance costs	$ 60,000
Total	**$6,110,000**

New PIAP related debt – resolution before City Council:

New Moran	$6,300,000*
Waterfront Park Upgrades	$ 800,000
Lake Champlain Community Sailing Center	$ 500,000
Burlington Harbor Marina	$ 500,000
Sustainability Park	$ 500,000
City Project Management/Related Costs	$ 500,000
Waterfront Access North	$ 500,000
Total	**$9,600,000**

*The $6,300,000 figure associated with New Moran includes $2,091,000 of TIF debt approved by City Council in 2011 to repay a Section 108 loan in the same amount awarded by HUD to support the redevelopment of Moran. As this debt has never gone to the voters for approval that's why it needs to be included in the Resolution.

The assumptions in the TIF capacity model are conservative. Some key assumptions:

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- The model assumes an annual growth rate in assessed value within the Waterfront TIF district of 1%. This is lower than the annual growth rate from the past 10 years.
- The rates of tax growth are also all below recent historical averages:
    - Non-homestead education tax rate growth of 4% annually, falling to 1% after 2020
    - Homestead education tax rate growth of 6% annually, falling to 2% after 2020
    - Municipal tax rate growth of 1% annually
- If there is a reappraisal in 2020 our conservative budgeting approach projects a slight reduction in the actual municipal tax revenue being generated. New projected tax revenue associated with three of the PIAP projects, Community Sailing Center, Burlington Harbor Marina, and the New Moran are all halved, to recognize uncertainty in the projects and also to acknowledge their associated tax revenue growth is at least in part captured by our 1% annual growth within the district.
- The already voter-approved debt assumes a 5% or 6% borrowing rate – each on their own tab within the spreadsheet. These rates are significantly higher than the rate just secured by the City through the Municipal Bond Bank of 3.853%.

The column on the first two tabs of the spreadsheet entitled "Net TIF Capacity" represents our "excess" TIF capacity, after all current debt repayments and the already voter-approved debt of $6.05 million-plus costs. The table at the bottom of both of those sheets shows the cost of borrowing different amounts at different interest rates.

If the City borrows the $6.11 million at 5%, our Net TIF Capacity is $14,144,941, and if the City borrows the $6.11 million at 6%, our Net TIF Capacity is $13,717,261.

The cost to finance $9.5 million of additional debt is:

- $13,043,324 at 6%
- $12,432,439 at 5%

In both cases, the City should have enough TIF capacity to finance the new debt of $9.6 million. Obviously borrowing at a 5% rate gives us more capacity. We will also be looking at paying the debt issuance costs out of TIF revenue and not borrowing for these costs. The model also tracks the "Annual Net" associated with cumulative debt repayments (within the schedule) and annual revenues from the district. In both models, cash flow remains positive year to year, indicating an ability to service the debt in any given year.

Lastly, as the plan is to phase in these projects we will have the capacity to assess our projected targeted TIF revenues to ensure that the model is meeting the actual costs; and if not we can make appropriate modifications to project implementation.

paid off early

Fiscal Year	Net Revenue (gain): Revenue from Previous Growth in TIF District*	Projected Revenue from Moran	Projected Revenue from GSC and Manna	Projected Revenue from Future Re-appraisal	Total Projected Revenue TIF Revenue	Revenue Growth	Voter Approved Debt Not Yet Borrowed: Payments on Waterfront North Debt $2,900,000	Payments on New Bike Path Debt $2,570,000	Payments on Project Management Debt $580,000	Total of this debt to be borrowed at 5% $6,050,000	Net Revenue (loss): Reappraisal	Payments to state Education Fund $200,000	Existing Payments on Garage Debt	Lake Street Reconstruction $1,110,133	Lake Street Housing $495,600	Urban Reserve $1,390,000	Lake View Garage $5,500,000	Fishing Pier $407,130	Lake View Westlake Garage $7,870,000	Total Projected Debt Payments	Annual Net	Net TIF Capacity
2009	$ 1,370,280	$ -	$ -	$ -	$ 1,370,280		$ -	$ -	$ -	$60,000 debt			$ -	$ 69,349	$ 26,411	$ 106,446	$ 551,104	$ 34,035	$ 632,994	$ 1,420,338	$ (50,058)	$ (98,428)
2010	1,458,142	-	-	-	1,458,142	6.41%	-	-	-	issuance costs				72,695	26,411	108,616	293,031	33,564	635,394	$ 1,174,784	283,357	184,930
2011	1,677,746	-	-	-	1,677,746	15.06%	-	-	-					71,741	26,411	105,591	289,640	33,590	632,194	$ 1,169,166	508,580	693,510
2012	1,689,498	-	-	-	1,689,498	0.70%	-	-	-				83,447	70,382	26,411	107,373	286,664	33,542	633,594	$ 1,250,411	439,087	1,132,597
2013	1,711,187	-	-	-	1,711,187	1.28%	-	-	-				83,447	69,656	26,411	108,845	286,094	32,958	634,394	$ 1,250,803	460,384	1,592,981
2014	2,238,829	-	-	-	2,238,829	30.83%				-		50,000	83,447	76,560	26,411	-	291,081	33,313	634,594	$ 1,195,405	1,043,424	2,110,008
2015	2,368,221	-	-	-	2,368,221	5.78%				791,273		50,000	83,447	74,169	26,411	-	290,584	33,579	633,231	$ 1,982,694	385,527	2,495,535
2016	2,466,149	-	18,750	-	2,484,899	4.93%				791,273		50,000	83,447	81,587	26,411	-	288,331	33,750	631,231	$ 1,987,030	497,869	2,993,404
2017	2,588,751	57,500	18,750	-	2,645,001	6.44%				791,273		50,000	41,723	107,712	26,411	-	287,456	33,351	633,594	$ 1,971,520	673,481	3,666,886
2018	2,676,266	57,500	18,750	-	2,752,516	4.06%				791,273				122,736	264,930	-	289,920	33,362	635,169	$ 2,137,328	615,188	4,282,074
2019	2,788,946	57,500	18,750	-	2,865,196	4.09%				791,273			-	-	256,725	-	286,720	33,756	635,769	$ 2,004,243	860,953	5,143,028
2020	2,907,056	57,500	18,750	(68,922)	2,914,384	1.72%				791,273	127,000		-	-	-	-	-	33,545	635,581	$ 1,587,399	1,326,985	6,470,013
2021	2,964,753	57,500	18,750	(68,922)	2,972,082	1.98%				791,273	127,000		-	-	-	-	-	33,711	634,544	$ 1,586,528	1,385,554	7,855,566
2022	3,023,610	57,500	18,750	(68,922)	3,030,938	1.98%				791,273	127,000		-	-	-	-	-	-	632,656	$ 1,550,929	1,480,009	9,335,575
2023	3,083,648	57,500	18,750	(68,922)	3,090,976	1.98%				791,273	127,000		-	-	-	-	-	-	631,119	$ 1,549,392	1,541,584	10,877,160
2024	3,144,892	57,500	18,750	(68,922)	3,152,220	1.98%				791,273	127,000		-	-	-	-	-	-	631,119	$ 1,549,392	1,602,829	12,479,988
2025	3,207,367	57,500	18,750	(68,922)	3,214,695	1.98%				791,273	127,000		-	-	-	-	-	-	631,469	$ 1,549,742	1,664,953	14,144,941
Total	33,438,488	517,500	187,500	(413,531)	33,729,957		-	-	-	8,704,003	762,000	200,000	292,064	462,763	627,297	-	1,735,093	268,367	7,600,013	20,651,600		14,144,941

Loan Amount	$9,600,000	$9,000,000	$8,500,000	$8,000,000
rate	6%	6%	6%	6%
Yearly Payment	$1,304,332	$1,222,812	$1,154,878	$1,086,944
Total Interest	$3,443,324	$3,228,116	$3,048,776	$2,869,437
total cost	$13,043,324	$12,228,116	$11,548,776	$10,869,437
Loan Amount	$9,600,000	$9,000,000	$8,500,000	$8,000,000
rate	5%	5%	5%	5%
Yearly Payment	$1,243,244	$1,165,541	$1,100,789	$1,036,037
Total Interest	$2,832,439	$2,655,412	$2,507,889	$2,360,366
total cost	$12,432,439	$11,655,412	$11,007,889	$10,360,366
Loan Amount	$9,600,000	$9,000,000	$8,500,000	$8,000,000
rate	4%	4%	4%	4%
Yearly Payment	$1,183,593	$1,109,619	$1,047,973	$986,328
Total Interest	$2,235,931	$2,096,185	$1,979,730	$1,863,276
total cost	$11,835,931	$11,096,185	$10,479,730	$9,863,276

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
2																									
4																									
5		Net Revenue (gain)							Voter Approved Debt Not Yet Borrowed				Net Revenue (loss)												
6	Fiscal Year	Revenue from Previous Growth in TIF District*	Projected Revenue from Moran	Projected Revenue from CSC and Manna	Projected Revenue from Future Re-appraisal	Total Projected Revenue TIF Revenue	Revenue Growth		Payments on Waterfront North Debt	Payments on New Bike Path Debt	Payments on Project Management Debt	Total of this debt to be borrowed at 6%	Reappraisal	Payments to state Education Fund	Existing Payments on Garage Debt	Lake Street Reconstruction	Lake Street Housing	Urban Reserve	Lake View Garage	Fishing Pier	Lake View Westlake Garage	Total Projected Debt Payments		Annual Net Revenue (loss)	Cumulative Net Revenue (loss)**
7									$2,990,000	$2,570,000	$580,000	$6,050,000		$200,000		$1,110,133	$495,000	$1,390,000	$5,500,000	$407,130	$7,870,000				
8	2009	$ 1,370,280	$ -	$ -	$ -	$ 1,370,280			$ -	$ -	$ -	$60,000 debt			$ -	$ 69,349	$ 26,411	$ 105,446	$ 551,104	$ 34,035	$ 632,994	$ 1,420,338		$ (50,058)	$ (98,428)
9	2010	1,458,142	-	-	-	1,458,142	6.41%		-	-	-	issuance costs				72,696	26,411	108,610	298,091	33,584	635,394	$ 1,174,784		283,357	184,930
10	2011	1,677,746	-	-	-	1,677,746	15.06%		-	-	-					71,741	26,411	105,591	299,640	33,590	632,194	$ 1,169,166		508,580	693,510
11	2012	1,689,498	-	-	-	1,689,498	0.70%		-	-	-				83,447	70,382	26,411	107,373	295,664	33,542	633,594	$ 1,250,411		439,087	1,132,597
12	2013	1,711,187	-	-	-	1,711,187	1.28%		-	-	-				83,447	68,656	26,411	108,845	296,092	32,958	634,294	$ 1,250,803		460,384	1,592,981
13	2014	2,238,829	-	-	-	2,238,829	30.83%					-		50,000	83,447	76,560	26,411	-	291,081	33,313	634,594	$ 1,195,405		1,043,424	2,110,008
14	2015	2,368,221	-		-	2,368,221	5.78%					830,153		50,000	83,447	74,169	26,411	-	290,584	33,579	633,231	$ 2,021,574		346,647	2,456,655
15	2016	2,466,149	-	18,750	-	2,484,899	4.93%					830,153		50,000	83,447	81,587	26,411	-	289,331	33,750	631,231	$ 2,025,910		458,989	2,915,644
16	2017	2,568,751	57,500	18,750	-	2,645,001	6.44%					830,153		50,000	83,447	107,712	26,411	-	287,456	33,351	633,594	$ 2,010,400		634,601	3,550,246
17	2018	2,676,266	57,500	18,750	-	2,752,516	4.06%					830,153				122,735	264,930	-	289,920	33,362	635,106	$ 2,176,208		576,309	4,126,554
18	2019	2,788,946	57,500	18,750	-	2,865,196	4.09%					830,153				-	266,725	-	288,720	33,756	635,769	$ 2,043,123		822,073	4,948,628
19	2020	2,907,056	57,500	18,750	(68,922)	2,914,384	1.72%					830,153	127,000			-	-	-	-	33,545	635,581	$ 1,626,279		1,288,105	6,236,733
20	2021	2,964,753	57,500	18,750	(68,922)	2,972,082	1.98%					830,153	127,000			-	-	-	-	33,711	634,544	$ 1,625,408		1,346,674	7,583,406
21	2022	3,023,610	57,500	18,750	(68,922)	3,030,938	1.98%					830,153	127,000			-	-	-	-	-	632,656	$ 1,589,809		1,441,129	9,024,535
22	2023	3,083,648	57,500	18,750	(68,922)	3,090,976	1.98%					830,153	127,000			-	-	-	-	-	631,119	$ 1,588,272		1,502,704	10,527,240
23	2024	3,144,892	57,500	18,750	(68,922)	3,152,220	1.98%					830,153	127,000			-	-	-	-	-	631,119	$ 1,588,272		1,563,949	12,091,188
24	2025	3,207,367	57,500	18,750	(68,922)	3,214,695	1.98%					830,153	127,000			-	-	-	-	-	631,469	$ 1,588,622		1,626,073	13,717,261
25	Total	33,438,488	517,500	187,500	(413,531)	33,729,957			-	-	-	9,131,683	762,000	200,000	292,064	462,763	627,297	-	1,735,093	268,367	7,600,013	21,079,280			13,717,261
26																									
27																									

paid off early

Last updated 1/22/2014 at 12:20 PM

	P	Q	R	S	T	U	V	W	X	Y
29										
30										
31	Loan Amount		$9 600 000		$9 000 000		$8 500 000			$8,000 000
32	rate		6%		6%		6%			6%
33	Yearly Payment		$1,304 332		$1,222 812		$1 154 878			$1,086 944
34	Total Interest		$3 443 324		$3,228,116		$3 048 776			$2 869 437
35	total cost		$13 043 324		$12 228 116		$11 548 776			$10 869 437
36										
37	Loan Amount		$9 600 000		$9,000 000		$8,500 000			$8,000 000
38	rate		5%		5%		5%			5%
39	Yearly Payment		$1,243,244		$1,165,541		$1 100 789			$1,036 037
40	Total Interest		$2,832 439		$2 655,412		$2 507 889			$2,360,366
41	total cost		$12 432 439		$11 655,412		$11 007 889			$10 360 366
42										
43	Loan Amount		$9,600,000		$9 000 000		$8,500,000			$8 000 000
44	rate		4%		4%		4%			4%
45	Yearly Payment		$1 183 593		$1,109,619		$1 047 973			$986,328
46	Total Interest		$2,235 931		$2,096,185		$1,979,730			$1,863 276
	total cost		$11 835 931		$11,096,185		$10 479 730			$9 863 276

Projected Increases in Tax Rates and Projected Revenue from Previous Growth in District

after 2020

Projected annual rate of increase in education tax rates "Non"	4.00%	1%
Projected annual rate of increase in education tax rates	6.00%	2%
Projected annual rate of increase of municipal tax rate.	1.00%	

					Revenue from previous growth in district					
Year	Projected Non-homestead Education Tax Rate	Projected Homestead Education Tax Rate	Projected Municipal Tax Rate	Projected "Effective" Municipal Tax Rate for TIF District for previous growth*	Increased Increment Non-Homestead Property value	Increased Increment Homestead Property value	120% Factor	Two Garages now being taxed 75% New Formula Non-Homestead	75% New Formula Homestead	Tax Increment
2009	1.4560	1.1090	0.6700	0.4115	63,268,000	12,413,700				1,370,280
2010	1.5334	1.2394	0.7120	0.4415	63,268,000	12,413,700				1,458,142
2011	1.5390	1.2820	0.7200	0.7200	63,268,000	12,413,700				1,677,746
2012	1.5441	1.3019	0.7280	0.7280	63,268,000	12,413,700				1,689,498
2013	1.5684	1.4302	0.7153	0.7153	63,268,000	12,413,700				1,711,187
2014	1.6055	1.5257	0.7584	0.7584	78,285,000	15,725,000	0	1,481,500	0	2,238,829
2015	1.6697	1.6775	0.7953	0.7953	79,067,850	15,725,000	0	1,481,500	0	2,368,221
2016	1.7365	1.7782	0.8033	0.8033	79,858,529	15,756,450	0	1,481,500	0	2,466,149
2017	1.8060	1.8848	0.8113	0.8113	80,657,114	15,787,963	0	1,481,500	0	2,568,751
2018	1.8782	1.9979	0.8194	0.8194	81,463,685	15,819,539	0	1,481,500	0	2,676,266
2019	1.9533	2.1178	0.8276	0.8276	82,278,322	15,851,178	0	1,481,500	0	2,788,946
2020	2.0315	2.2449	0.8359	0.8359	83,101,105	15,882,880	0	1,481,500	0	2,907,056
2021	2.0518	2.2898	0.8442	0.8442	83,932,116	15,914,646	0	1,481,500	0	2,964,753
2022	2.0723	2.3356	0.8527	0.8527	84,771,437	15,946,475	0	1,481,500	0	3,023,610
2023	2.0930	2.3823	0.8612	0.8612	85,619,152	15,978,368	0	1,481,500	0	3,083,648
2024	2.1140	2.4299	0.8698	0.8698	86,475,343	16,010,325	0	1,481,500	0	3,144,892
2025	2.1351	2.4785	0.8785	0.8785	87,340,097	16,042,346	0	1,481,500	0	3,207,367
										33,438,488

TAX INCREMENT FINANCING DISTRICT (TIF) DEBT SERVICE- Existing Debt

	(a) #98/#158 Sec108 59.5%	(b) #128 Sec 108 %	© #95 COPS 100%	(d) #94 COPS 100%	(e) #103 COPS 9.93%	(f) #140 COPS 2005	(g)	ANNUAL TIF DEBT SERVICE
Original Borrowing amount	$ 1,110,133 Lake Street Reconstruction 4/28/1999	$ 495,000 Lake Street Housing FY 2004	$ 1,390,000 Urban Reserve 6/1/1999	$ 5,500,000 Lakeview Garage 6/1/1999	$ 407,130 Fishing Pier 6/27/2000	$ 7,870,000 Lakeview Westlake Garage 6/7/2005	$436,610 College St Garage Improv 11/18/2011	TOTAL
Principal FY 2014	60,000	-	85,000	225,000	21,846	385,000	78,322	855,168
Interest FY 2014	16,560	26,411	25,008	66,081	11,467	249,594	5,125	400,244
Total Principal and Interest	76,560	26,411	110,008	291,081	33,313	634,594	83,447	1,255,412
Principal O/S balance @ 6/30/14	350,133	495,000	475,000	1,285,000	194,132	5,470,000	202,621	(736,854)
Principal FY 2015	60,000	-	85,000	235,000	23,336	400,000	79,865	883,200
Interest FY 2015	14,169	26,411	20,991	55,584	10,244	233,231	3,582	364,212
Total Principal and Interest	74,169	26,411	105,991	290,584	33,579	633,231	83,447	1,247,412
Principal O/S balance @ 6/30/15	290,133	495,000	390,000	1,050,000	170,796	5,070,000	122,756	(1,620,055)
Principal FY 2016	70,133	-	90,000	245,000	24,825	415,000	81,438	926,396
Interest FY 2016	11,454	26,411	16,813	44,331	8,925	216,231	2,009	326,174
Total Principal and Interest	81,587	26,411	106,813	289,331	33,750	631,231	83,447	1,252,569
Principal O/S balance @ 6/30/16	220,000	495,000	300,000	805,000	145,971	4,655,000	41,319	(2,546,450)
Principal FY 2017	100,000	-	95,000	255,000	25,818	435,000	41,319	952,137
Interest FY 2017	7,712	26,411	12,349	32,456	7,533	198,594	405	285,459
Total Principal and Interest	107,712	26,411	107,349	287,456	33,351	633,594	41,723	1,237,595
Principal O/S balance @ 6/30/17	120,000	495,000	205,000	550,000	120,153	4,220,000	-	(3,498,587)
Principal FY 2018	120,000	245,000	100,000	270,000	27,308	455,000		1,217,308
Interest FY 2018	2,736	19,930	7,595	19,920	6,055	180,106		236,342
Total Principal and Interest	122,736	264,930	107,595	289,920	33,362	635,106		1,453,650
Principal O/S balance @ 6/30/18	-	250,000	105,000	280,000	92,846	3,765,000		(4,715,895)
Principal FY 2019		250,000	105,000	280,000	29,294	475,000		1,139,294
Interest FY 2019		6,725	2,573	6,720	4,463	160,769		181,249
Total Principal and Interest		256,725	107,573	286,720	33,756	635,769		1,320,542

Principal O/S balance @ 6/30/19		-	-	-	63,552	3,290,000		(5,855,188)
Principal FY 2020					30,783	495,000		525,783
Interest FY 2020					2,762	140,581		143,343
Total Principal and Interest					33,545	635,581		669,126
Principal O/S balance @ 6/30/20					32,769	2,795,000		(6,380,971)
Principal FY 2021					32,769	515,000		547,769
Interest FY 2021					942	119,544		120,486
Total Principal and Interest					33,711	634,544		668,255
Principal O/S balance @ 6/30/21					-	2,280,000		(6,928,740)
Principal FY 2022						535,000		535,000
Interest FY 2022						97,656		97,656
Total Principal and Interest						632,656		632,656
Principal O/S balance @ 6/30/22						1,745,000		(7,463,740)
Principal FY 2023						560,000		560,000
Interest FY 2023						74,919		74,919
Total Principal and Interest						634,919		634,919
Principal O/S balance @ 6/30/23						1,185,000		(8,023,740)
Principal FY 2024						580,000		580,000
Interest FY 2024						51,119		51,119
Total Principal and Interest						631,119		631,119
Principal O/S balance @ 6/30/24						605,000		(8,603,740)
Principal FY 2025						605,000		605,000
Interest FY 2025						26,469		26,469
Total Principal and Interest						631,469		631,469
Principal O/S balance @ 6/30/25						-		(9,208,740)
Total Principal	1,110,133.00	495,000.00	1,390,000.00	5,500,000.00	407,130.00	7,870,000.00	436,610.00	17,208,873.00
Total Interest	640,288.50	382,756.82	760,559.17	2,521,307.97	287,004.50	4,164,943.32	22,347.82	8,779,208.10
Total Principal & Interest	1,750,421.50	877,756.82	2,150,559.17	8,021,307.97	694,134.50	12,034,943.32	458,957.82	25,988,081.10

(a) Note #98 TIF portion of debt was 59.5% of $1,930,000, or $1,148,350; however, effective 2/1/09 note #98 was replaced with note #158 where TIF portion of debt was $560,133. Thus, total principal due under these two notes totals $1,110,133 (i.e. $550,000 paid under note #98 from 8/1/98 to 8/1/09 plus $560,133 paid under note #158 from 8/1/10 to 8/1/17).

Background Growth Calculations

PFM Recommends do not include Background Growth

Projected rate of background growth	0.00%	
Total background property growth over 15 years	-	2011 through 2025
Average background property growth per year	-	2011 through 2025

	Non-Homestead Property							Homestead Property									
Year	Non-Homestead Property value	Increment due to Background Growth	Non-Homestead Education tax rate**	Non-Homestead Education tax Increment	"Effective" Municipal tax rate	Non-homestead Municipal tax increment	Total Non-Homestead Tax Increment	Homestead Property value	Increment due to background growth	Homestead Education tax rate**	Total Homestead Education tax Increment	"Effective" Municipal tax rate	Homestead Municipal tax increment	Total Homestead Tax Increment	Total Tax Increment	Cumulative Tax Increment	75% of increment*
2009	63,268,000	-	1.4560	-	0.4115	-	-	12,386,700	-	1.1090	-	0.4115	-	-	-	-	-
2010	66,535,803	-	1.5334	-	0.4415	-	-	10,362,387	-	1.2394	-	0.4415	-	-	-	-	-
2011	67,404,600	-	1.5390	-	0.7200	-	-	12,384,700	-	1.2820	-	0.7200	-	-	-	-	-
2012	67,404,600	-	1.5441	-	0.7280	-	-	12,384,700	-	1.3019	-	0.7280	-	-	-	-	-
2013	67,404,600	-	1.5684	-	0.7153	-	-	12,384,700	-	1.4302	-	0.7153	-	-	-	-	-
2014	67,404,600	-	1.6055	-	0.7584	-	-	12,384,700	-	1.5257	-	0.7584	-	-	-	-	-
2015	67,404,600	-	1.6697	-	0.7953	-	-	12,384,700	-	1.6775	-	0.7953	-	-	-	-	-
2016	67,404,600	-	1.7365	-	0.8033	-	-	12,384,700	-	1.7782	-	0.8033	-	-	-	-	-
2017	67,404,600	-	1.8060	-	0.8113	-	-	12,384,700	-	1.8848	-	0.8113	-	-	-	-	-
2018	67,404,600	-	1.8782	-	0.8194	-	-	12,384,700	-	1.9979	-	0.8194	-	-	-	-	-
2019	67,404,600	-	1.9533	-	0.8276	-	-	12,384,700	-	2.1178	-	0.8276	-	-	-	-	-
2020	67,404,600	-	2.0315	-	0.8359	-	-	12,384,700	-	2.2449	-	0.8359	-	-	-	-	-
2021	67,404,600	-	2.0518	-	0.8442	-	-	12,384,700	-	2.2898	-	0.8442	-	-	-	-	-
2022	67,404,600	-	2.0723	-	0.8527	-	-	12,384,700	-	2.3356	-	0.8527	-	-	-	-	-
2023	67,404,600	-	2.0930	-	0.8612	-	-	12,384,700	-	2.3823	-	0.8612	-	-	-	-	-
2024	67,404,600	-	2.1140	-	0.8698	-	-	12,384,700	-	2.4299	-	0.8698	-	-	-	-	-
2025	67,404,600	-	2.1351	-	0.8785	-	-	12,384,700	-	2.4785	-	0.8785	-	-	-	-	-

* Background growth falls under new TIF authority, therefore the City only retains 75% of increment

Effect of re-appraisal on Waterfront TIF District Reappraisal not mandadated based on statistical measures

Do not change any values on this page!

Background: The Waterfront TIF District is grandfathered under current TIF law, in that the "base value" remains the same after re-appraisal. This is unlike new TIF Districts (including the new Downtown TIF District) in which the "base values" increase proportionally upon re-appraisal.

Year in which re-appraisal is effective	2020	
Average increase in assessed value	-5%	* PFM recommends to not account for re-appraisal

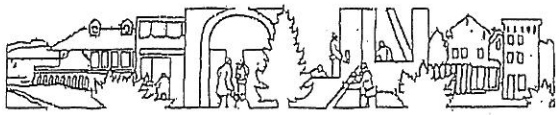
	Current	Post Re-appraisal		
Total Grand List	$35,796,372,900	$34,006,554,255	assumes average increase in values shown above	
TIF Dist Grand List	123,426,100	117,254,795	assumes average increase in values shown above	
TIF Dist Base Value	42,412,900	42,412,900	"base value" remains the same	
Net TIF Grand List	81,013,200	74,841,895	consequently the "incremental value" in the TIF increases more =	-7.6%
Net Grand List outside TIF	35,715,359,700	33,931,712,360		
Total Tax Revenue outside TIF	1,100,297,979	1,100,297,979	revenue neutral	
Total Tax Rate (yr of re-appraisal)	3.08074	3.242683327	Percent new rate vs. old 105.26%	

		$2,178,362
		$2,051,376
		$126,986

Net TIF Grand List	81,013,200	74,841,895		
Retained TIF Tax Rate				
City (projected for yr of re-appraisal)	0.8359	0.8798	New rate at 105.26% of old rate	
State (projected for yr of re-appraisal)	2.2449	2.3629	New rate at 105.26% of old rate	
Combined Rate	3.0807	3.2427		
Total TIF Revenue	$2,495,807	$2,426,886	Revenue retained within the TIF District increases by	($68,922) in first year

Note 1: This is an inelegant rough calculation. It is conservative in that it applies the homestead education tax rate to all properties, rather than the higher non-homestead rate. It is also conservative in that when the increased tax revenue is inserted into the "Summary" tab it does not increase the tax rate in any year after the first year the re-appraisal becomes effective. But it should provide a rough indication of the impact of re-appraisal.

Note 2: It is not necessary to adjust the tax rates on the "Tax Rates" tab to reflect the reappraisal because it will be revenue neutral for the "incremental property value" in the district.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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Public Investment Action Plan – Project Summaries

The City will invest up to $7.5 million in new Tax Increment Financing (TIF) and reauthorize an additional $2.1 million in previously allocated dollars. TIF investments do not impact municipal property taxes, and all TIF allocations are contingent upon each project meeting certain progress milestones. Future reallocations are possible based on project progress.

New Moran

Project Leads:	Room 9 Redevelopment and the Charles Tipper Co.
Total Project Cost:	$26 million
TIF allocation:	$6.3 million*
Projected Job Totals:	70 FTE and 79 PT
Direct Annual Economic Impact:	$5,904,280
Indirect Annual Economic Impact:	$9,320,300

The local New Moran team has developed a proposal that represents an exciting vision for the building – arguably the most exciting vision proposed in 30 years of redevelopment efforts – and has garnered an enormous amount of support from other significant, credible, local individuals and organizations. New Moran is a mixed-use redevelopment of the Moran Plant building with a focus on local foods, a multi-use performance space, and other arts uses. Plans call for new jobs in makers and artisan spaces, a new multimedia studio, food services, and community gathering spaces. New Moran will be developed and managed by an exciting new independent non-profit that will assume the project's pre-development, construction, and operating risk. The City will continue to own and lease the redeveloped building. Partners include:

- Vision and Non-profit leadership: Charlie Tipper
- Architecture: Smith-Buckley Architects
- Finance & Project Management: Jeffry Glassberg, Renaissance Development Co.
- Construction Estimation: PC Construction
- Civil/Structural Engineering: Engineering Ventures
- Energy Strategy & Finance: BETTER P3
- Engineered Wastewater Systems: John Todd Ecological Design
- Philanthropic Support To-Date: Vermont Community Foundation
- RFP-Stage Fiscal Agent: Preservation Trust of Vermont
- Program partners include:
  - Food & Drink: The Vermont Community Garden Network, The Farmhouse Group and Zero Gravity Craft Brewery
  - Arts & Artisan: 'Generator' Maker Space, Burlington City Arts (BCA) and AO Glass Studio
  - Community Media/Technology: Bradley Holt & Jason Pelletier - Found Line, BTV Gig & Code for BTV (a Code for America Brigade)

- Recreation: Burlington Parks & Recreation
- Events: Crothers Productions

* The New Moran allocation includes $4.3 million of new TIF investment and the reauthorization of $2.091 million allocated by City Council in 2011 for work on Moran Plant redevelopment

Waterfront Park Upgrades

Project Lead:	Department of Parks and Recreation
Total Project Cost:	$1.7 million
Phase 1 Project Cost:	$831,000
TIF allocation:	$800,000
Direct Annual Economic Impact:	$150,000 direct annual revenues to the City
Indirect Annual Economic Impact:	Up to $4 million per event

This proposal seeks to implement long-overdue upgrades at Waterfront Park through the renovation of electrical, water, boardwalk, and bike path infrastructure. For years, the site has been functioning as the city's premier event grounds with an under-supported infrastructure that limits the on-site growth potential. The proposed improvements will enhance the day-to-day functionality, event experience, aesthetics, and improve neighborhood quality of life. These necessary improvements will complement and support the site's current use as an active park and event site. The first phase of work will focus on upgrading the utility infrastructure. By improving the utilities, event impacts will be lessened on neighboring uses, and allow increased use of the bike path during ticketed events through realignment.

Lake Champlain Community Sailing Center (CSC)

Project Lead:	Community Sailing Center
Total Project Cost:	$5 million
TIF allocation:	$500,000
Projected Job Totals:	2 new FTE and 5 new seasonal hires
Direct Annual Economic Impact:	Negotiations on lease terms and taxes ongoing

The Lake Champlain Community Sailing Center (CSC) proposes to build and operate a 10,000 square feet classroom, office, and storage building with an additional 40,000+ SF outdoor storage yard and access facility. The CSC will provide and expand its operations to meet the community needs for small craft storage and access to Lake Champlain, for Floating Classroom outdoor experiential-education opportunities for local students, for continued growth of the Adaptive Watersports program and partnership with Vermont Adaptive Ski & Sports, and as the home for the nationally ranked University of Vermont Sailing Team, and the Northern Vermont High School Sailing Team. For 20 years, the CSC has increasingly been a vital community asset providing access, education, and recreation opportunities to all members of the community, regardless of physical or financial abilities. The CSC is like no other organization in the region, providing nationally acclaimed programming to a broad and diverse community around Greater Burlington.

Burlington Harbor Marina

Project Lead:	Burlington Harbor Marina, LLC and Jerome J. Parks Company
Total Project Cost:	$5 million
TIF allocation:	$500,000
Projected Job Totals:	5-10 new FTE and 10-15 new seasonal hires
Direct Annual Economic Impact:	Negotiations on lease terms and taxes ongoing
Indirect Annual Economic Impact:	Significant growth in sales tax and rooms and meals tax anticipated with new transient and seasonal boater capacity

The Burlington Harbor Marina Project (BHM) seeks to address Burlington's acute shortage of slips and moorings to enable increased usage of Lake Champlain. The project includes 120 new slips, 40 moorings and stacked storage on land for up to 64 boats. The location would be near the New Moran project and Community Sailing Center, creating synergies for both. A new publicly accessible pier would provide breakwater protection for both the marina and the Community Sailing Center. The project would also include publicly accessible restroom and shower facilities, as well as a seasonal taxi service to serve the entire waterfront. The project is proposed by developers who most recently completed Hotel Vermont and The Hen of the Wood in downtown Burlington.

ECHO Center Sustainability Park

Project Lead:	ECHO Lake Aquarium and Science Center
Total Project Cost:	$3.8 million
Phase 1 Project Cost:	$700,000
TIF allocation:	$500,000
Indirect Annual Economic Impact:	Already generating $12 million annually

Sustainability Park will be a safe, socially and educationally rich outdoor environment mirroring ECHO's inside experience. The outdoor experience will be free-to-all, with no operating cost to the City. The Park will feature docks and floating nature-walks with direct access to the water – full of things to do, touch, and explore – surrounded by educational demonstrations of sustainable stormwater; energy, and waste management strategies. The project will be located directly to the south of ECHO's current building, abutting the Navy Memorial Pier. The first phase of the project would focus on building the pathways and educational interpretation, as well as some stormwater mitigation.

Waterfront Access North

Project Lead:	Department of Public Works
Total Project Cost:	$8,661,000
TIF allocation:	$500,000 – new allocation

Waterfront Access North is the ongoing project aimed at improving access to the north harbor, northern section of Waterfront Park, and the bike path. Project components include alterations to Lake Street, the addition of on-street parking, a new and relocated skate park, important stormwater mitigation work, and improved access to the Community Sailing Center, the Burlington Harbor Marina, and New Moran. This additional investment will better enable the project to move forward in coordination with these other projects.

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET · ROOM 32 · CITY HALL · BURLINGTON, VT 05401
(802) 865-7144 · (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

Public Investment Action Plan – Allocations

The amounts below represent the total allocation of Tax Increment Financing (TIF) dollars under the Public Investment Action Plan (PIAP). The City is prepared to invest up to $9.6 million dollars* in six projects across the waterfront. Reallocations based on future project progress are possible.

Project	TIF Allocation	Total Project Cost
New Moran	$6,300,000*	$26,000,000
Waterfront Park Upgrades	800,000	1,700,000
Community Sailing Center	500,000	5,000,000
Burlington Harbor Marina	500,000	5,000,000
ECHO Sustainability Park	500,000	3,800,000
Waterfront Access North	500,000	8,661,000
Project Management	500,000	
TOTAL	$9,600,000	

* New Moran would receive $4.3 million of new TIF dollars, in addition to a reauthorization of $2.1 million of TIF dollars approved by City Council in 2011 for redevelopment of the Moran Plant.

SLATE OF WATERFRONT INVESTMENTS – FREQUENTLY ASKED QUESTIONS ("FAQS')

What is the ballot question asking of the voters?

This question asks voters to authorize the City to make a slate of catalytic investments in its waterfront that would leverage substantial private investment without impacting the City property tax rate. A "yes" vote would authorize the City to take on up to $9.6 million in debt to support the creation of new public infrastructure and public facilities intended to make the waterfront more vibrant and accessible and to bring resolution to the Moran site after 30 years of discussion. The debt would be paid back through a process known as tax increment financing (TIF), which allows future expected increases in property values to help retire any debt associated with the construction of improvements without directly impacting individual taxpayers. The investments would:

- **Strengthen existing waterfront resources.** The slate includes investments in elements of today's waterfront: the Community Sailing Center, ECHO, and waterfront Park.

- **Resolve the use of the abandoned Moran site.** The proposed slate is designed to both determine the use of the land immediately surrounding the Moran building, and define a path to near-term resolution of the future of the building.

- **Increase public access and use of the waterfront and Lake Champlain.** All proposed projects include public elements that are designed to bring more residents and visitors to the waterfront.

- **Protect Lake Champlain and continue Burlington's leadership in water quality efforts.** The proposed projects include new public infrastructure for protection of Lake Champlain from stormwater run-off, and improving public education about lake protection.

- **Leverage additional investment that creates economic opportunity and grows City revenues.** The proposed $9.6 million of project investments are conceptually anticipated to leverage approximately $33 million of non-municipal direct investment. In addition, municipal tax revenues are projected to grow annually, and additional indirect economic activity projected to increase by approximately $15 million annually.

What investments in the waterfront is the City considering?

As a result of the inclusive, year-long public process known as the Public Action Investment Plan (PIAP), the City is asking voters to authorize a "slate" of six different projects to help make the waterfront more vibrant and accessible and to aid in the long-term effort to reclaim it from its historic, industrial past. These projects include:

- **New Moran**: $6.3 million to support a mixed-use redevelopment of the building with a focus on multi-purpose events space, local foods, and green energy innovation. The proposed investment includes $4.2 million of new TIF investment and reauthorization of a $2.1 million investment previously approved by the City Council in 2011. The New Moran component project of the slate is complex, and in order to provide appropriate protections for the City, its support for the project has been made contingent on the New Moran team's achieving critical milestones. A "yes" vote on the slate is also a vote for resolution on Moran

– in the event the Administration and City Council determine that New Moran cannot be completed in a timely manner, that the City can then also use this voter authorization to demolish the building.

- **Waterfront Park Upgrades: $800,000 for improvements to electrical and water infrastructure to enhance Vermont's most visited public park.** These Waterfront Park upgrades are designed to enable the City to better serve waterfront events while mitigating the impacts of events on neighbors and other users of the park and Bike Path.

- **Lake Champlain Community Sailing Center (CSC): $500,000 to support site improvements for a permanent home and new building for the CSC.** After 20 years on the Burlington waterfront, the Community Sailing Center is seeking a permanent home on the waterfront. The City's proposed investment anticipates leveraging approximately $4.5 million of independent investment by the Sailing Center and allows the Sailing Center to expand its programs and services that allow hundreds of Vermonters from all backgrounds to enjoy the Lake every summer.

- **Burlington Harbor Marina: $500,000 of public infrastructure improvements to support the creation of a marina on our northern waterfront to meet the need for additional boats slips in Burlington's harbor.** The proposed investment anticipates leveraging approximately $4.5 million in private investment, create jobs, and generate substantial new revenues to the City. The proposed marina would include public piers stretching into Lake Champlain, and serve as breakwater protection for both the marina and Community Sailing Center. The proposal also includes public bathrooms, a variety of currently lacking marina amenities, and water taxi service to increase public access along the entire waterfront.

- **ECHO Center Sustainability Park: $500,000 to support the creation of new outdoor amenities, educational installations, and lake protection facilities on land surrounding ECHO.** New plantings, a boardwalk extension, stormwater mitigation, and educational installations all would be constructed in a first phase of an enhancement to the ECHO site.

- **Waterfront Access North: $500,000 for increased access to the northern waterfront, landscaping, environmental remediation, lake protection, and utility relocation.** Waterfront Access North currently is in construction after support by the voters last fall. This additional investment will enable the project to support the use of the Moran site, a permanent home for the Lake Champlain Community Sailing Center, and a marina.

How were these projects selected as the PIAP slate?

This past year included two inclusive and transparent planning processes: PlanBTV and the Public Investment Action Plan (PIAP). PlanBTV, designed to provide a vision for the City, involved two years' research, more than 100 public events, with more than 1,200 participants from our community – residents, workers, business, and nonprofits, and resulted in a final award-winning plan adopted by the City Council on June 10, 2013. PIAP – an implementation effort designed to move PlanBTV elements from concept to reality – generated 50 initial concept proposals that have been winnowed to nine detailed final proposals.

In January of 2013, Mayor Weinberger invited the public to submit first ideas and then project proposals to the City that would take advantage of Tax Increment Financing (TIF) in the City's Waterfront TIF District. Over the last year, a public process unfolded with a volunteer Public Investment Team playing a key role in reviewing projects and advising the Mayor. The Mayor used their feedback, along with the feedback of the public, to recommend a final slate of nine projects to the City Council, which they approved to put on the March ballot at their meeting on January 27, 2014. This is the slate voters have been asked to authorize on the March 4, 2014 ballot.

Throughout the PIAP process, the proposals have been posted online, several Open Houses were held, and the final proposals have been on display at the Fletcher Free Library's Reference Desk for several months. For more information on PIAP, click here. To see the Mayor's open letter to the public, click here.

Will this raise my taxes?

The use of Tax Increment Financing is not dependent upon an increase in taxes. In fact, the proposed $9.6 million of project investments are conceptually anticipated to leverage approximately $33 million of non-municipal direct investment. In addition, municipal tax revenues are projected to grow annually, and additional indirect economic activity projected to increase by approximately $15 million annually. The proposed slate of investments in the City's waterfront relies on a process known as Tax Increment Financing, explained immediately below. It should be noted, however, that the debt associated with Tax Increment Financing is backed by the full faith and credit of the City.

What is Tax Increment Financing (TIF)?

A city can designate an area a "TIF district," and in that district most "tax increment" (the increases in tax revenue resulting from increases in property values within the district after a certain date) is set aside to cover the costs associated with current infrastructure projects designed to benefit that district. In other words, TIF is a mechanism that allows future expected increases in property values to help retire any debt associated with the construction of improvements without directly impacting individual taxpayers in the TIF district. As a result, TIF does not increase property taxes. Burlington has two TIF districts, one on the waterfront and one Downtown. If the City does not utilize the tax increment revenue to fund improvements here in Burlington, at the end of the life of the district the city will return the majority of funds back to the State of Vermont to be used elsewhere.

Click here for more information on TIF: http://www.burlingtonvt.gov/CEDO/Tax-Increment-Financing/Overview/

Are these projects qualified TIF expenditures?

TIF investments are intended, by design, to support and stimulate private economic development and related growth in the grand list. Each of these projects has been evaluated and is a qualified TIF expenditure using Burlington's TIF District Policies and Guidelines.

Is a project management fee for the City a qualified expense?

The City is the primary developer/manager of the TIF District and has managed the entire PIAP process, primarily through the Community and Economic Development Office (CEDO). Several City

departments, and particularly CEDO, will have primary roles in the development of the proposed projects. The fees are important funding sources for CEDO's project based development work. Review with the City Attorney's office has confirmed that project development fees are eligible for inclusion as a cost related to TIF funded improvements. The fees are based on the total tax increment allocated to the project.

Can we afford these improvements?

The actual lifetime capacity of the district is subject to a number of future variables (interest rates, property assessments, tax rates, time of projects, amount of private development in the district, etc.) However, our most recent analysis shows that even under conservative projections the district will have ample capacity to fund these improvements.

Will the City permanently transfer any property or assets as a result of this ballot question?

No. Leases will be created with some of the project partners on land the City will continue to own. No land will be sold to enable any of these projects and there will be no permanent transfer of any public assets, i.e. buildings or other infrastructure.

Where can I find information more about the projects?

Click here to see elements of all the final proposals, as well as the other proposals submitted and reader comments. Click here to see the Mayor's open letter to the public. You can also see the final proposals in their entirety at the reference desk of the Fletcher Free Library.

What is actually in the New Moran proposal, and what will the building be like if the project is successful?

The ballot question authorizes up to $6.3 million for a mixed-use redevelopment of the building with a focus on a multi-purpose arts and events space, local foods, and green energy innovation. The proposed investment includes $4.2 million of new TIF investment and reauthorization of a $2.1 million investment previously approved by the City Council in 2011. Key elements of this investment include:

- New Moran would be developed and managed by a new, independent non-profit that would assume the project's pre-development, construction, and operating risk. The City will invest its TIF funds only after the New Moran team has secured tenants and the balance of the financing for the approximately $25 million project and taken steps to guarantee the long-term financial viability of the project.

- New Moran is proposed to be a mixed-use redevelopment of the Moran Plant building with a focus on local foods, a multi-use performance space, and other arts uses. Plans call for new jobs in makers and artisan spaces, a new multimedia studio, food services, and community gathering spaces. The City would create a long-term lease for the redeveloped building.

- More information can be found at the project team's website: http://newmoran.org/

What will happen if the New Moran project is unsuccessful in achieving the milestones and timelines agreed upon by the project team and the City?

If the Administration and City Council conclude that the New Moran project is unable to achieve the milestones and timelines previously agreed upon, a portion of the TIF dollars allocated to the New Moran portion of the slate could be used for the demolition of the building.

What would happen in the space previously occupied by the Moran building if the building is demolished?

The City would embark upon a public process to determine the future of the land.

I am not a boater. Why does the City need more marina space?

Burlington has only the ninth largest marina on Lake Champlain, despite being—by far—the largest population center. The marina is a significant economic driver in our summer months, bringing dollars to our City from points far and wide as boaters visit our city. The current wait list for slips in our harbor numbers in the thousands. There is a large unmet demand for more slips and mooring in our harbor, which prevents the City from collecting a substantial source of revenue.

What is "breakwater protection," and why does any new marina need it?

Our current breakwater (the dirt and concrete structure in the harbor) protects the boats and infrastructure in our harbor from damaging weather and waves. With a change in weather patterns, however, the current breakwater does not protect our harbor from damaging wave and wind action from the north and south. Any expansion of our harbor capacity must be tied to increased breakwater protection. The protection proposed by the Burlington Harbor Marina is known as a floating wave attenuator.

Will the marina proposal be privately operated?

Yes. The marina is proposed by the same management group that recently built Hotel Vermont. They would lease land from the City to build and operate their marina. Certain elements of their facility (like restrooms and the main pier) would be open to the public. The rest of the marina would operate very similarly to the marina already operating in our harbor at Perkins Pier.

Why was the marina in the northern harbor chosen over the marina in the southern harbor?

First, the southern marina proposal requested $3 million in TIF dollars. The marina in the north requested $500,000. Second, the northern marina fits in with the Mayor's goal to reinvigorate the northern part of the waterfront through the combination of Waterfront Access North, the new Community Sailing Center facility, and the New Moran project.

Will elements of all of these projects be free and open to the public?

Yes

.

- The marina pier would be open to pedestrians, and marina amenities like restrooms are proposed to be open to the public. Anyone would be able to use the marina slips and moorings for a fee, similar to the current publicly and privately run marinas at Perkins Pier.

- Sustainability Park would be open and free to the public year-round.

- Waterfront Park Upgrades would enable the bike path to remain open during events, improving access to existing park amenities; and enable the park to host events more efficiently.

- The Community Sailing Center's new building would enable them to get more kids and adults out on the lake, many of whom attend the program on scholarships. (See more information about their programs here: http://communitysailingcenter.org/) They will also continue to have fee-based activities in their new facility.

- New Moran would take a currently inaccessible building and fill it with activities – jobs, community space, and event space. It would become a public building with primary public use purposes. Private uses will be in support of the public uses.

- Waterfront Access North will make improvements to Lake Street, adding new parking, utility infrastructure, stormwater mitigation features, and a new skate park.

Will all of these projects involve stormwater mitigation?

Yes. Bio-swales, permeable paving, wetlands, and education are all part of these projects.

Will this proposal create new revenues for the City?

Yes. New Moran, the Marina, and the Community Sailing Center all propose to pay new taxes and have leasing arrangements with the City.

Will this proposal create new jobs?

Yes. New Moran, the Marina and the Community Sailing Center all propose to create new jobs.

Is this proposal and ballot question consistent with Plan BTV?

Yes. See Plan BTV here: http://www.burlingtonvt.gov/PlanBTV/

	1/30/2014		
Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator			
Meeting Date	**Type of Document**	**Action Requested**	**Return to Council**
1/9/2012	Resolution: Creation of a Financial Literacy Web Page	progress report to the Council by the Interim CAO	2/13/2012
2/13/2012	Resolution: Ongoing and Future Relationship Between the City of Burlington and the University of Vermont	report due back to the Council by the Community Development and Neighborhood Revitalization Committee	3/26/2012
8/13/2012	Resolution: Landlord Accountability	report due back to CD & NR Committee from the Code Enforcement Office	not-specified
11/26/2012	Resolution: Moving Urban Agriculture Issues Forward	Board of Health to report back to the Council; Planning Commission to report back to the Council	6/24/2013
3/11/2013	Resolution: Commission and Board Appointment Process	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/11/2013	Resolution: Survey to Determine if Commissions and Boards are Functioning Optimally	report due back from the Charter Change Committee to the Council	first meeting in November 2013
3/18/2013	Communication: Burlington Committee on Accessibility Strategy and Plan	future action to be taken	not-specified
4/15/2013	Resolution: Proposed Amendments to Appendix B Rules and Regulations of The City Cou	postpone action for now	post City Council Retreat
6/10/2013	Resolution: City Attorney Constitutional Analysis of No Trespass Ordinance for Church Street Marketplace June 12, 2012	have the Ordinance Committee review Attorney John Franco's issues	not-specified
6/24/2013	Communication: John L. Franco, Jr., re: CSM Trespass Authority Ordinance Opinion	referred to the Ordinance Committee	not-specified
	Supplement		
7/15/2013	Communication: UVM Housing Master Plan	referred to the Institution/Human Resources Committee	not-specified
7/15/2013	Communication: Richard Cate, UVM, re: COB and UVM MOU re: Zoning Amendments	referred to the Institution/Human Resources Committee	not-specified
8/12/2013	Ordinance: CDO Historic Building Materials ZA 13-12	referred to the Ordinance Committee	not-specified
8/12/2013	Communication: P & Z Director White, re: Proposed Zoning Amendment 13-12	referred to the Ordinance Committee	not-specified
9/23/2013	Resolution: Finalize A Strategic Plan for Diversity, Equity and Inclusion for the City of Burlington	final plan and adoption by the City Council	1/27/2014
	Districts		
11/4/2013	Ordinance: CDO--RCO-Recreation Greenspace Lot Coverage ZA 14-02	referred to the Ordinance Committee	not-specified
11/4/2013	Communication: Corey Mallon, RN, re: St. Joseph's School	"wtrapf" and referred to the Board of Finance	not-specified
11/4/2013	Communication: Hunter Rieseberg, VLCT, re: VLCT Board Sets DY15 Dues	send a copy to the Board of Finance	n/a
11/18/2013	Resolution: Launching The Downtown Parking Improvement Initiative	tasked to complete the downtown parking facilities assessment	no later than the end of 2014
11/18/2013	Resolution: Launching The Downtown Parking Improvement Initiative	Downtown Parking Management Plan will be presented to the City Council for adoption	no later than March, 2015
11/18/2013	Communication: Thomas Gustafson, VP for University Relations & Administration, Re; City of Burlington and University of Vermont Memorandum of Agreement Re: 2009 Zoning Amendments	referred to the Institution/Human Resources Committee with a report due back as to whether UVM is meeting the goals of the agreement and an assessment as to whether UVM is holding students accountable for off-campus behavior, and trends in the neighborhoods as they relate to UVM housing issues	2/10/2014
12/9/2013	Communication: CC Resolution -St. Paul Street Easement Deed Draft	"wtrapf" and referred to the Board of Finance	not-specified
1/13/2014	Ordinance: CDO--Neighborhood Mixed Use District Expansion ZA 14-05	referred to the Ordinance Committee	not-specified
1/13/2014	Communication: David E. White, re: Proposed Zoning Amendment - ZA - 14 - 05	referred to the Ordinance Committee	not-specified
1/27/2014	Communication: Jeff Munger, Chair, Airport Commission, re: Taxi Services	referred to the Board of Finance; copies sent to the OC/LC	not-specified

Councilors Paul,
Mason, Bushor, Knodell

ESTABLISHING A POLICY REQUIRING FINANCIAL FIRMS
TO PRESENT FINDINGS TO THE CITY COUNCIL

In the year Two Thousand Fourteen……
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the presentation of the audit, actuarial and investment reports is needed to guarantee that financial statements are properly disseminated to the public; and

WHEREAS, the public disclosure of such financial reports is needed for the maintenance of internal and external controls and procedures to make certain that reports are complete, accurate and appropriately recorded; and

WHEREAS, it is imperative that the full Council is fully appraised of key financial statements, such as the audit and pension valuation, as well as the investment reports of the City;

NOW, THEREFORE, BE IT RESOLVED that the Council requests and authorizes the Chief Administrative Officer to coordinate annual presentations from the City's auditor, actuary and investment advisor of all pertinent reporting documents, if possible, and ideally at the same Council meeting during the first quarter of the calendar year; and

BE IT FURTHER RESOLVED that this request will become required of all financial firms and entities with which the City contracts now and in the future.

lb/EBlackwood/c: Resolutions 2014/Establish Policy Requiring Financial Firms to Present Findings to the City Council
2/4/14

Councilors Shannon,
Bushor, Aubin, Knodell: Bd. of Finance

AUTHORIZATION TO AWARD A CONTRACT FOR THE
HYDROLOGIC/HYDRAULIC MODEL FOR
MAIN PLANT COLLECTION SYSTEM

In the year Two Thousand Fourteen……
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City desires to update the Hydrologic and Hydraulic(H/H) Model for the Main Plant Collection System so that it can better evaluate capacity and surcharge issues and opportunities for stormwater management in the combined sewer system ; and

WHEREAS, the City published a request for proposals (RFP) for consultant assistance in developing and calibrating an H/H model for the Main Plant Collection System on August 16, 2013, hereinafter known as the PROJECT; and

WHEREAS Stantec Consulting Services, Inc. filed a timely response to the RFP that the City issued for the PROJECT and was selected by the selection committee as the contractor most capable of providing consultant services for the PROJECT and is ready, willing and able to perform the required services in the time required; and

WHEREAS funds are available for payment of this contract from the following sources:

FY 14 Capital Improvement Program	$	65,000.00
FY 14 Stormwater Fund (245-19-000.6500_118)	$	25,000.00
FY 15 Stormwater Fund (245-19-000.6500_118)	$	48,850.00
Total	**$**	**138,850.00**

; and

WHEREAS the PROJECT and proposed award was reviewed and approved by the Board of Finance on January 27, 2014 with a recommendation that the City Council authorize the execution of the contract;

NOW, THEREFORE, BE IT RESOLVED that the City Council, as governing body of the City of Burlington, hereby authorizes Chapin Spencer, DPW Director to enter into the current contract for the update of the H/H Model for the Main Plant Collection System and to enter into any contract amendments

that do not involve an increase to the Not to Exceed contract cost, by and between the City of Burlington and:

- Stantec Consulting Services, Inc. of South Burlington, Vermont, in the amount of $139,000 for consultant services,

subject to the prior review and approval by the Chief Administrative Officer and the City Attorney.

lb/EMB/c: Resolutions 2014/DPW – Authorize Award of Contract to Stantec Consulting Services for Hydrologic-Hydraulic Model for Main Plant
2/3/14

MEMORANDUM
January 28, 2014

TO: **Burlington City Council**

FROM: Megan Moir, Steve Roy, Laurie Adams

RE: Request for Approval to Execute Contract Related to Hydrologic/Hydraulic Model of the Main Plant Collection System

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Project Need:
As you are all well aware, Burlington's drainage infrastructure has been challenged in the recent years due to increasingly intense and more frequently occurring rain fall events. Because the system is a network, with potential downstream impacts whenever we implement a localized improvement, it is critical that we have a comprehensive understanding of our collection system and have a tool with which we can evaluate different possible scenarios in order find the most cost effective solution.

Hydrologic and Hydraulic (H/H) Modeling software enables DPW to create a representation of our collection system (the inlets, pipes, manholes and the wastewater treatment plan) as well as the runoff generating mechanisms of our landscape (impervious surface). We can then run simulations of different rain fall events and confirm the cause of observed drainage issues, whether it is an inlet problem, a local pipe problem or a downstream pipe problem. Simulations of proposed solutions to various drainage challenges can also be run so that DPW can evaluate the various benefits and disadvantages of a proposed project. Additionally, we can begin to examine possibilities for stormwater reductions to the combined sewer system which may have both local and downstream (at the Wastewater Treatment Plant) benefits.

A DOS based model was originally developed for the Main Plant Collection System in the late 1980s. While as much of the previous modeling effort will be used as possible, the model needs to be thoroughly updated to include the recent infrastructure mapping work that was done in 2011-2013 and also brought into a modern program (PCSWMM) which has more functionality and is more seamlessly integrated with our GIS based mapping. Lastly, the landscape inputs to the model (impervious surface etc.) must also be updated to reflect the changes that have happened in the last 30 years.

While it is our intention to ultimately complete H/H models for the entire city, we have chosen the Main Plant Collection System as our starting place as it represents the largest and oldest portion of the City (53% of total city sewered area) and has the highest proportion of combined sewers (60% of total miles of pipe, 85% of watershed area). It is also the area of the City which has, in recent years, had some of the highest prevalence of basement sewer backups and street flooding.

Project Details
Because we have much of the necessary data available in our GIS database, much of the early work effort will be on QA/QCing this data for elevation accuracy and on coding the more

complex structures in our system. A great deal of the work will be focused on delineating which areas of the landscape drain to which portions of the system and on monitoring the existing flows in the system over a number of storm events so that the model can be calibrated. Model calibration ensures that the model is as close an approximation to the "real world" as data will allow.

Pending approval by the Board of Finance and City Council, the project will begin in earnest in March and is expected to be complete by October 15, 2014.

The substantive elements of the draft contract are attached for your approval. This contract has been developed with the assistance of the City Attorney and we will obtain final review and approval of the contract as to the form and substance prior to execution.

Procurement Details:
A request for proposals was issued August 16, 2013 with a September 6th deadline. Three (3) proposals were received:

Stantec Consulting Services	$132,500
Stone Environmental Inc.	$138,500
Weston & Sampson	$172,470

Stantec Consulting Services' proposal ranked the highest, both on the quality of the technical proposal as well as the on the amount of the cost estimate.

Project Cost:
The contract has been prepared with a not to exceed (NTE) cost of $138,850. This includes the $132,500 cost of the Base Scope which involves the tasks that **must** be done, and a **minimum** of 3 months of flow monitoring. However, because the calibration effort is dependent on having "captured" a sufficient range of rainfall events during monitoring, there is a possibility that we will need to increase the length of monitoring. As such, the contract also includes an "elective" additional 2 months of monitoring at $6,350 which may be activated by the City if recommended by the consultant.

Funding:
The project will span over two fiscal years, with an estimated $90,000 of expenses prior to the end of FY 14 and the remaining $42,500 - $48,850 occurring in FY 15. Because this model is the foundation of improved decision making for necessary and important capital improvements to our collection system, Mayor Weinberger has supported DPW's request for a contribution of $65,000 from the Capital Improvement Program fund towards the FY 14 cost of the contract. The remainder of the contract for FY 14 and for FY 15 will be funded by the Stormwater Revenue Fund (245), out of the Professional and Contractual Services G/L line 245-19-000.6500_118. This line item has sufficient funds for FY 14, and this contract obligation will be programmed for FY 15.

FY 14 Capital Improvement Program	$	65,000.00
FY 14 Stormwater Fund (245-19-000.6500_118)	$	25,000.00
FY 15 Stormwater Fund (245-19-000.6500_118)	$	48,850.00
Total	$	**138,850.00**

Action Needed:
We respectfully request City Council support for the attached Council resolution at the February 10, 2014 meeting authorizing DPW Director Chapin Spencer to execute the contract pending final review and approval by the City Attorney's office.

If you have any questions or concerns, please contact Steve Roy at sroy@burlingtonvt.gov.

AGREEMENT
FOR HYDROLOGIC/HYDRAULIC MODELING SERVICES
BY AND BETWEEN
THE CITY OF BURLINGTON, VERMONT
AND
STANTEC CONSULTING SERVICES, INC.

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the City of Burlington, Vermont, acting herein by and through its Department of Public Works, hereinafter called the "CITY," and Stantec Consulting Services, Inc. with offices at 55 Green Mountain Drive, South Burlington, hereinafter called the "CONTRACTOR."

WHEREAS, the CITY desires to update the Hydrologic and Hydraulic(H/H) Model for the Main Plant collection system so that it can better evaluate capacity and surcharge issues and opportunities for stormwater management in the combined sewer system ; and

WHEREAS, the CITY published a request for proposals for consultant assistance in developing and calibrating a H/H model for the Main Plant Collection System on August 16, 2013, hereinafter known as THE PROJECT; and

WHEREAS the CONTRACTOR has filed a timely response to the RFP that the City issued for THE PROJECT and was selected by the selection committee as the contractor most capable of providing consultant services for the THE PROJECT and is ready, willing and able to perform the required services in the time required; and

WHEREAS, the City desires to contract with Contractor for these services;

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

1. Services and Scope of Work: CITY agrees to engage CONTRACTOR for the services and the CONTRACTOR accepts and agrees to such engagement for the following professional services:
    a. Base Scope of Services (see Attachment A for detailed scope of services):
        i. Geo-database Preparation
        ii. Initial Model Build (Un-Calibrated)
        iii. Flow Monitoring Program
        iv. Baseline Model Calibration and Validation Technical Memo

    b. Optional Scope of Services: depending on the availability of funding and the need based on the outcome of the base scope of services work, all or portions of the optional scope of services (Attachment B) may be activated through amendment of this AGREEMENT.

2. Payment: In consideration of the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR, in accordance with the cost break out detailed in Attachment D, a sum Not To Exceed $139,000 for performance of the base scope of services outlined in Attachment A.

    a. The Not To Exceed total includes the cost of elective base scope tasks (additional flow monitoring months) which may be pursued with the written approval of the CITY in the case that additional flow monitoring is necessary to capture the full range of storm events. If these additional flow monitoring months are not necessary, the parties agree that CITY shall not be billed by the CONTRACTOR for this elective item.

    b. In the event that additional funds become available within the overall term of this AGREEMENT, the Parties agree that the AGREEMENT may be amended to authorize a revised Total Not to Exceed Contract amount to complete additional tasks from the Optional Scope in Attachment B.

    c. Payment Terms
        i. Services will be invoiced on or about the first of each month
        ii. Payment will be made within 30 days;
        iii. The task for which hours are being billed shall be included in the invoice;
        iv. Reimbursable expenses will be billed at cost. Reimbursable expenses include large format printing, photocopying, and mileage;

3. Agreement Term: The period of CONTRACTORs performance shall begin upon this 10th day of February, 2014 and end on March 31, 2014.
    a. The CONTRACTOR agrees to generally comply with the schedule provided in Attachment C.
    b. The CONTRACTOR agrees to provide the services and deliverables described in the Base Scope of Services (Attachment A) in their entirety by October 15, 2014.
    c. Services described in the Optional Scope of Services may be completed prior to the expiration of this AGREEMENT according to the terms and deliverable due dates of any Amendment authorized by the CITY.

4. Attachments: The CONTRACTOR accepts and agrees to perform work in compliance with the provisions in the following attachments, all of which are incorporated herein and made part of this AGREEMENT:
    Attachment A – Base Scope of Work to be Performed
    Attachment B – Optional Scope of Work
    Attachment C - Schedule
    Attachment D – Cost Table
    Attachment E– Additional Contract Provisions
    Attachment F – City's Livable Wage Ordinance, Ch 21. Article VI

Attachment G – City's Outsourcing Ordinance, Ch. 21, Article VII
Attachment H – City's Union Deterrence, Ch. 21, Article VIII

In the event of any conflict between an attachment and the AGREEMENT, the AGREEMENT will be controlling.

5. Entire Agreement and Amendments:
The parties acknowledge that this AGREEMENT is the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. No provision of this AGREEMENT shall be changed or modified except by a written instrument executed by both parties hereto.

6. Waiver
No waiver by City of any breach of this AGREEMENT by the CONTRACTOR shall constitute a waiver of any subsequent breach by the CONTRACTOR, and no delay in enforcement of any breach shall be deemed a waiver of that breach.

7. Severability
If any provision of this AGREEMENT is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that provision shall be severed, and all other provisions of this Agreement shall remain in full force and effect.

10. Binding Nature:
This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors or heirs, and permitted assigns. This agreement shall be governed by Vermont law, and the Contractor expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

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

BURLINGTON	CONTRACTOR
Signature: _____	Signature: _____
Name: Chapin Spencer	Name:
Title: Director of Public Works	Title:
Date: _____, 2013	Date: _____, 2014

Attachment A
Base Scope of Services

PROJECT DELIVERABLES

A. Initial Project Geodatabase and Hydraulic Model (modeling files and description)
B. Phase 1 Monitoring report
C. Initial Model Calibration and Validation Technical Memo
D. Final Model Report, Calibrated/Validated Model, Final Geodatabases (**Final Deliverable**)

Task 1: Geodatabase and Initial Hydraulic Model

A. Source Data Collection and Review
    1. Identification and Communication of Data Needs
    2. Manual Takeoff/Input of Sewer Inverts (QA/QC of City Supplied Data)
    3. Set up GIS Base Files (**PCSWMM** Format)
    4. Research and Define Sewer Separation Updates
B. Data Validation, Connectivity Assessment and Gap Analysis
    1. Undertake Data Validation
    2. Review System Connectivity and Profiles
    3. ID Gaps for further Investigation
C. Special Structure Characterization and Model Representation
    1. Code in Pump/Lift Stations
    2. Identify and Code Hydraulically Significant Structures
    3. Identify Survey Needs for Special Structures and Code in Model (Surveys by City)
D. QA/QC

Task 2: Initial Model Build (Un-calibrated)

A. Catchment Delineation and Characterization
    1. Delineate Catchments & Associate to Collection System
    2. Establish Effective Areas & Hydrology Parameters
    3. DWF - Establish Populations and ICI Areas & Rates
B. Initial Model Build (un-calibrated model)
    1. Import observed flow and rainfall data into model
    2. Import Network Data and Catchments
    3. Review RDII Parameters and Assign to Un-monitored Catchments
C. QA/QC

Task 3: Flow Monitoring Program

A. Phase 1 Monitoring Program (5 sites 3 months)

1. Prepare and Install Flow Monitoring Equipment
2. Initial Level/Velocity Checks and Site Quality Assurance
3. In-field Data Checks as necessary (by City staff)
4. Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)
5. Equipment Removal (to be confirmed or program extended)

B. *ELECTIVE Additional Phase 1 Monitoring (5 sites for additional 1-2 months) [this task to activated at the written request by CITY if necessary to acquire more storm events]*

Task 4: Baseline Model Calibration and Validation

A. Review of Monitoring/Rainfall Data and Selection of Calibration Events
    1. Review historical data for calibration/validation events
    2. Review 2014 Monitoring and Data for Calibration/Validation Events
    3. Prepare data for comparison with model
B. Model Calibration and Validation
    1. Run model and validate responses
    2. Review DWF and Adjust as Needed
    3. Review RDII and Adjust as Needed
    4. Validate model with operational data at WWTP
C. Collection System Model Technical Memos and Report
D. QA/QC

Attachment B
Optional Scope of Services

Optional DELIVERABLES:

A. Phase 2 Monitoring Report
B. Dual-DrainageModel Build and Validation

Optional: Phase 2 Monitoring Program for Inflow/Infiltration evaluation (5 sites - 2 or 3 months)

1. In-field Data Checks as necessary (by City staff)
2. Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)
3. Equipment Removal (to be confirmed or program extended)

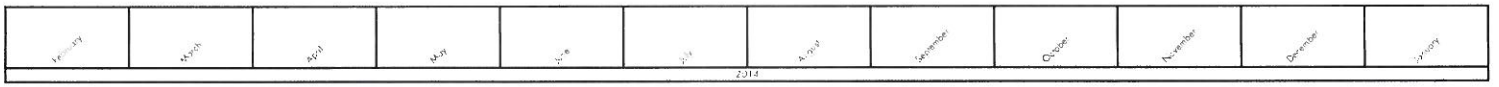
Optional: Development of Dual Drainage Model (Combined Area)

A. Phase 1 -1D Surface model development (Combined Area)
    1. Collect Inventory of CBs (City Staff)
    2. Develop DEM and delineate overland catchments, ponding areas and spill points
    3. Field Surveys to validate critical locations
    4. Coding of surface model in PC-SWMM
    5. Model Test Runs and Validation
B. Phase 2 - 2D surface model for select combined areas
    1. Delineate critical areas for 2D model development
    2. Coding of 2D surface model in PC-SWMM
    3. Model Test Runs and Validation
C. Dual Drainage Model Report
D. QA/QC

ATTACHMENT C

City of Burlington Vermont
Combined Sewer Hydrologic and Hydraulic Model

TABLE 1: Task List



Hourly Rates

PROJECT MANAGEMENT & MEETINGS
- Project Management/Administration
- Meetings
  - Meeting 1 - Project Initiation Meeting
  - Meeting 2 - Hydraulic Model and Proposed Modeling Approach
  - Meeting 3 - Phase 1 Monitoring Review and Initial Model Build
  - Meeting 4 - Initial Model Calibration and Validation
  - Meeting 5 - Dual drainage model Build (optional)
  - Meeting 6 - Draft Final Report Review

Sub Totals

PROJECT DELIVERABLES
- Initial Project Geodatabase and Hydraulic Model
- Phase 1 Monitoring report and Initial Model Build
- Initial Model Calibration and Validation TM
- Phase 2 Monitoring Report (optional)
- Dual Drainage Model Build and Validation (optional)
- Final Model Report and Geodatabases

Sub Totals

MODEL DEVELOPMENT AND MONITORING

Task 1: Geodatabase and Initial Hydraulic Model
- Source Data Collection and Review
- Manual Takeoff/Input of Sewer Inverts
- Set up GIS Base Files (PCSWMM Format)
- Research and Define Sewer Separation Updates
- Data Validation, Connectivity Assessment and Gap Analysis
- Undertake Data Validation
- Review System Connectivity and Profiles
- ID Gaps for further investigation
- Special Structure Characterization and Model Representation
- Code in Pump/Lift Stations
- Identify and Code Hydraulically Significant Structures
- QA/QC

Task 2: Initial Model Build (Un-calibrated)
- Catchment Delineation and Characterization
- Delineate Catchments & Associate to Collection System
- Establish Effective Areas & Hydrology Parameters
- DWF - Establish Populations and PET Annual & Rates
- Initial Model Build (uncalibrated model)
- Import observed flow and rainfall data into model
- Import Network Data and Catchments
- Review RDII Parameters and Assign to Unmonitored Catchments
- QA/QC

Task 3: Flow Monitoring Program
- Phase 1 Monitoring Program (5 sites 3 months)
- Prepare and Install Flow Monitoring Equipment
- Initial Level/Velocity Checks and Site Quality Assurance
- Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)
- Equipment Removal (to be customed or program extended)
- Optional: Phase 2 Monitoring Program (5 sites 3 months)
- Infield Data Checks as necessary (by City staff)
- Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)
- Equipment Removal (to be customed or program extended)

Task 4: Baseline Model Calibration and Validation TM
- Review of Monitoring/Rainfall Data and Selection of Calibration Events
- Review historical data for calibration/validation events
- Review 2014 Monitoring and Data for Calibration/Validation Events
- Prepare data for comparison with model
- Model Calibration and Validation
- Run model and validate responses
- Review DWF and Adjust as Needed
- Review RDII and Adjust as Needed
- Collection System Model Technical Memo and Report
- QA/QC

Optional: Development of Dual Drainage Model (Combined Area)
- Phase 1 1D Surface model development (Combined Area)
- Collect inventory of CBs (
- Develop DEM and delineate overland catchments, ponding areas and spill points
- Coding of surface model in PCSWMM
- Model Test Runs and Validation
- Phase 2 - 2D surface model for select combined areas
- Delineate critical areas for 2D model development
- Coding of 2D surface model in PCSWMM
- Model Test Runs and Validation
- Dual Drainage Model Report
- QA/QC

Sub Totals

Total Person-Hours
Total Labor Cost
Time Commitment Required
Total Days in Schedule

O Submission
▲ Meeting

Submission
Meeting

ATTACHMENT D

Client
Project Name

TABLE 1: PROJECT LEVEL OF EFFORT

	Myers, J Project Manager	D'Aoust Sr. Eng	Comeau Advisor	Barton Advisor	Telmosse Int. Eng	Junior Engineer	Technical Support	ao_Blank	Hours	Stantec Fees
Hourly Rates	$130.00	$196.00	$224.00	$196.00	$134.00	$107.00	$74.00	$0.00		
PROJECT MANAGEMENT & MEETINGS										
Project Management/Administration	40.0	8.0							48.0	$6,768.00
Meetings										
Meeting 1 - Project Initiation Meeting	4.0	16.0							20.0	$3,656.00
Meeting 2 - Hydraulic Model and Proposed Modeling Approach	4.0	3.0			3.0				10.0	$1,510.00
Meeting 3 - Phase 1 Monitoring Review and Initial Model Build	4.0	4.0			4.0				12.0	$1,840.00
Meeting 4 - Initial Model Calibration and Validation	4.0	4.0			4.0				12.0	$1,840.00
Meeting 5 - Dual-drainage model Build (optional)	4.0	4.0			4.0				12.0	$1,840.00
Meeting 6 - Draft Final Report Review	4.0	4.0			4.0				12.0	$1,840.00
Sub-Totals	*64.0*	*43.0*	*0.0*	*0.0*	*19.0*	*0.0*	*0.0*	*0.0*	*126.0*	*$19,294.00*
MODEL DEVELOPMENT AND MONITORING										
Task 1: Geodatabase and Initial Hydraulic Model										
Source Data Collection and Review										
Identification and Communication of Data Needs		4.0			8.0				12.0	$1,856.00
Manual Takeoff/Input of Sewer Inverts (QA/QC of City Supplied Data)		4.0			8.0	16.0			28.0	$3,568.00
Set up GIS Base Files (PCSWMM Format)		2.0			8.0	16.0			26.0	$3,176.00
Research and Define Sewer Separation Updates					6.0	18.0			24.0	$2,730.00
Data Validation, Connectivity Assessment and Gap Analysis										
Undertake Data Validation					8.0	16.0			24.0	$2,784.00
Review System Connectivity and Profiles					4.0	20.0			24.0	$2,676.00
ID Gaps for further Investigation		1.0			2.0	4.0			7.0	$892.00
Special Structure Characterization and Model Representation										
Code in Pump/Lift Stations					8.0	16.0			24.0	$2,784.00
Identify and Code Hydraulically Significant Structures		4.0			4.0	16.0			24.0	$3,032.00
Identify Survey Needs for Special Structures and Code in Model (Surveys by City)					4.0	8.0			12.0	$1,392.00
QA/QC			4.0						4.0	$896.00
Task 2: Initial Model Build (Un-calibrated)										
Catchment Delineation and Characterization										
Delineate Catchments & Associate to Collection System	2.0				8.0	24.0			34.0	$3,900.00
Establish Effective Areas & Hydrology Parameters	2.0	2.0			4.0	20.0			28.0	$3,328.00
DWF - Establish Populations and ICI Areas & Rates	2.0	1.0			12.0	20.0			35.0	$4,204.00
Initial Model Build (un-calibrated model)										
Import observed flow and rainfall data into model					1.0	8.0			9.0	$990.00
Import Network Data and Catchments					4.0	8.0			12.0	$1,392.00
Review RDII Parameters and Assign to Un-monitored Catchments		4.0	2.0	2.0	8.0	16.0			32.0	$4,408.00
QA/QC			4.0						4.0	$896.00
Task 3: Flow Monitoring Program										
Phase 1 Monitoring Program (5 sites - 3 months)										
Prepare and Install Flow Monitoring Equipment	2.0			5.0		35.0	5.0		47.0	$5,355.00
Initial Level/Velocity Checks and Site Quality Assurance	2.0			4.0		35.0	5.0		46.0	$5,159.00
In-field Data Checks as necessary (by City staff)									0.0	$0.00
Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)				2.0		4.0	8.0		14.0	$1,412.00
Rental, Supplies, Milage, Hotel, per diem, and subcontractor										$21,500.00
Equipment Removal (to be confirmed or program extended)	2.0			7.0		35.0	4.0		48.0	$5,673.00
Optional: Phase 2 Monitoring Program (5 sites - 2 or 3 months?)										
In-field Data Checks as necessary (by City staff)									0.0	$0.00
Data Management and QA/QC (bi-weekly checks and Monthly Data Reports)									0.0	$0.00
Equipment Removal (to be confirmed or program extended)									0.0	$0.00
Task 4: Baseline Model Calibration and Validation TM										
Review of Monitoring/Rainfall Data and Selection of Calibration Events										
Review historical data for calibration/validation events		2.0			4.0				6.0	$928.00
Review 2014 Monitoring and Data for Calibration/Validation Events		2.0			4.0				6.0	$928.00
Prepare data for comparison with model					2.0	6.0			8.0	$910.00
Model Calibration and Validation										
Run model and validate responses		4.0			16.0	20.0			40.0	$5,068.00
Review DWF and Adjust as Needed		1.0			6.0	8.0			15.0	$1,856.00
Review RDII and Adjust as Needed		4.0	2.0	2.0	8.0	16.0			32.0	$4,408.00
Validate model with operational data at WWTP		2.0			4.0	4.0			10.0	$1,356.00
Collection System Model Technical Memos and Report	2.0	6.0			20.0	30.0			58.0	$7,326.00
QA/QC	4.0	4.0	4.0	4.0					16.0	$2,984.00
Optional: Development of Dual Drainage Model (Combined Area)										
Phase 1 - 1D Surface model development (Combined Area)										
Collect Inventory of CBs (City Staff)									0.0	$0.00
Develop DEM and delineate overland catchments, ponding areas and spill points									0.0	$0.00
Field Surveys to validate critical locations									0.0	$0.00
Coding of surface model in PC-SWMM									0.0	$0.00
Model Test Runs and Validation									0.0	$0.00
Phase 2 - 2D surface model for select combined areas										
Delineate critical areas for 2D model development									0.0	$0.00
Coding of 2D surface model in PC-SWMM									0.0	$0.00
Model Test Runs and Validation									0.0	$0.00
Dual Drainage Model Report									0.0	$0.00
QA/QC									0.0	$0.00
Sub-Totals	*18.0*	*47.0*	*16.0*	*26.0*	*161.0*	*419.0*	*22.0*	*0.0*	*709.0*	*$109,767.00*
Total Person-Hours	82.0	90.0	16.0	26.0	180.0	419.0	22.0	0.0	835.0	
Total Labor Cost	$10,660	$17,640	$3,584	$5,096	$24,120	$44,833	$1,628	$0	**$107,561.00**	$129,061.00
Time Commitment Required	9%	9%	2%	3%	19%	44%	2%	0%		
Total Days in Schedule	120	120 days		days						

Expenses $3,439.00

TOTAL : $132,500.00

Optional: Addition Flow Monitoring	Equipment Quantity	Months to Monitor	Per Meter Per Month	Rental Cost
Flow Monitoring Rental (5 Rentals)	5	2	$500.00	$5,000.00
Rain Gauge Rental	1	2	$150.00	$300.00
Wireless Fees	5	2	$30.00	$300.00
Batteries and Supplies	5	2	$75.00	$750.00
Subtotal				**$6,350.00**

ATTACHMENT E: BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AASHTO	American Association of State Highway and Transportation
AGC	Associated General Contractors of America
AIA	American Institute of Architects
ANR	Agency of Natural Resources
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWS	American Welding Society
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Contractor Engineering Services
CFR	Code of Federal Regulations
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FHWA	Federal Highway Administration, U.S. Department of
FRA	Federal Railroad Administration
FSS	Federal Specifications and Standards (General Services
FTA	Federal Transit Administration
SIR	Self Insured Retention
U.S.C.	United States Code
USEPA	United States Environmental Protection Agency
VAOT	Vermont Agency of Transportation
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. **INDEMNIFICATION:**
   The CONTRACTOR will act in an independent capacity and not as officers or employees of the CITY. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONTRACTOR's negligent acts and/or omissions in the performance of this contract.

   The CONTRACTOR will act in an independent capacity and not as officers or employees of the CITY. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the CONTRACTOR's negligent

acts and/or omissions in the performance of this contract.

2. **RELATIONSHIP:**
The parties agree that the CONTRACTOR is an independent CONTRACTOR. To that end, the CONTRACTOR shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONTRACTOR with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONTRACTOR shall provide its own tools, materials or equipment. The parties agree that neither the CONTRACTOR nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONTRACTOR nor its Principal is entitled to any employee benefits from City. CONTRACTOR understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONTRACTOR agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

The CONTRACTOR understands and agrees that it is responsible for the payment of all taxes on the above sums and that City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

3. **INSURANCE:**
Prior to beginning any work the CONTRACTOR shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONTRACTOR's actions or omissions. It is agreed that the liability insurance furnished by the CONTRACTOR is primary and non-contributory for all the additional insureds.

The CONTRACTOR is responsible to verify and confirm in writing to the CITY that:

(a) All SUB-CONTRACTORs, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all SUB-CONTRACTORs, agents or workers. SUB-CONTRACTORs must comply with the same insurance requirements as the CONTRACTOR.

(b) All coverages shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the CONTRACTOR for the CONTRACTOR's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONTRACTOR, SUB-CONTRACTORs, agents or workers, it is the CONTRACTOR's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	$2,000,000
2. Products-Completed/Operations	$2,000,000
3. Personal & Advertising Injury	$1,000,000
4. Each	$1,000,000
5. Fire Damage (Any one fire)	$ 250,000
6. Med. Expense (Any one	$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONTRACTOR shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONTRACTORs and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

(a) Bodily Injury by Accident: $500,000 each accident
(b) Bodily Injury by Disease: $500,000 policy limit, $500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) <u>General.</u> The CONTRACTOR shall carry architects/engineers/professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

$3,000,000 - Annual Aggregate
$1,000,000 - Per Occurrence

(b) Deductibles. The CONTRACTOR is responsible for any and all deductibles.

(c) Coverage. Prior to performing any work, the CONTRACTOR agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the CONTRACTOR agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The CONTRACTOR shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the CITY or developed by the CONTRACTOR, SUB-CONTRACTOR, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the CONTRACTOR to, and accepted by, the CITY.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	$10,000
Electronic Data Media	$10,000

AUTOMOBILE LIABILITY: The CONTRACTOR shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: $1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
$1,000,000 Each Event Limit
$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. **GENERAL COMPLIANCE WITH LAWS**
The CONTRACTOR shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. **CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY**
During performance of the Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identify, national origin, physical disability or veteran status.

The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONTRACTOR shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONTRACTOR shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. **DEBARMENT CERTIFICATION:**
When signing a Contract, the CONTRACTOR certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

(a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;

(b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;

(c) does not have a proposed debarment pending; and

(d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the CONTRACTOR's responsibility. The Agreement shall indicate any exception and identify to whom or to what CITY it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Exceptions shall be noted in the Contract.

7. **CHILD SUPPORT PAYMENTS**
By signing the Contract the CONTRACTOR certifies, as of the date of signing the Agreement, that they are (a) not under an 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. If the CONTRACTOR is a sole proprietorship, the CONTRACTOR's statement applies only to the proprietor. If the CONTRACTOR is a

partnership, the CONTRACTOR's statement applies to all general partners with a permanent residence in Vermont. If the CONTRACTOR is a corporation, this provision does not apply.

8. **TAX REQUIREMENTS**: By signing the Agreement, the CONTRACTOR certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

CONTRACTUAL AGREEMENTS

9. **REGISTRATION:** The CONTRACTOR agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

10. **PERSONNEL REQUIREMENTS AND CONDITIONS**: A CONTRACTOR shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

    Except with the approval of the CITY, during the life of the Agreement, the CONTRACTOR shall not employ:

    (a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.

    (b) Any person so involved within one (1) year of termination of employment with the CITY.

    The CONTRACTOR warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONTRACTOR to be paid, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

    The CITY reserves the right to require removal of any person employed by a CONTRACTOR, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

11. **TRANSFERS, SUBLETTING, ETC**: A CONTRACTOR shall not assign, sublet, or transfer any

interest in the work, covered by an Agreement, without prior written consent of the CITY and further, if any SUB-CONTRACTOR participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the CITY. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the CONTRACTOR of responsibility for the performance of that portion of the work so transferred. The form of the SUB-CONTRACTOR's agreement shall be as developed by the CONTRACTOR and approved by the CITY. The CONTRACTOR shall ensure that insurance coverage exists for any operations to be performed by any SUB-CONTRACTOR as specified in the insurance requirements section of this agreement.

The services of the CONTRACTOR, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized subagreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

12. **CONTINUING OBLIGATIONS:** The CONTRACTOR agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONTRACTOR nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

13. **OWNERSHIP OF THE WORK:** The CONTRACTOR agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultants, hereafter referred to as "instruments of professional service", shall become the property of the CITY as they are prepared and/or developed during execution of the Agreement. The CONTRACTOR agrees to allow access to all "instruments of professional service" at any time. The CONTRACTOR shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that Consultants may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

14. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONTRACTOR. The CONTRACTOR, however, agrees to and does hereby grant to the CITY, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

15. **PUBLIC RECORDS**
The CONTRACTOR understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont

Public Records Act and that the determination of how those records must be handled is solely within the purview of City.

16. **RECORDS RETENTION**
The CONTRACTOR agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONTRACTOR further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONTRACTOR, SUB-CONTRACTORs, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

17. **APPEARANCES:**
(a) Hearings and Conferences. The CONTRACTOR shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The CONTRACTOR shall perform any liaison that the CITY deems necessary for the furtherance of the work and participate in conferences with the CITY, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The CONTRACTOR further agrees to participate in meetings with the CITY and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

(b) Appearance as Witness. If and when required by the CITY, a CONTRACTOR, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONTRACTOR shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

18. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONTRACTOR.

19. **APPENDICES**: The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONTRACTOR in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by

the CITY as occasions may require. It is the responsibility of the CONTRACTOR to ensure that they have the latest versions applicable to the Agreement.

20. **EXTENSION OF TIME**: The CONTRACTOR agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONTRACTOR for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions for final deliverables or for PROJECT completion shall be granted only by amendment, and only for excusable delays, such as delays beyond the control of the CONTRACTOR and without the fault or negligence of the CONTRACTOR. Time extensions for interim milestones may be granted through written acknowledgement by the CITY.

21. **SETTLEMENTS OF MISUNDERSTANDINGS**: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

    In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONTRACTOR. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

22. **FAILURE TO COMPLY WITH TIME SCHEDULE**: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

23. **CITY'S OPTION TO TERMINATE**: The Agreement may be terminated in accordance with the following provisions, which are not exclusive:

    (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONTRACTOR.

    (b) Termination for Cause. The CITY reserves the right, upon written notice to the CONTRACTOR, to terminate the Agreement, as of a date to be specified by the CITY, if the CONTRACTOR fails to complete the designated work to the satisfaction of the CITY, within the time schedule agreed upon. The CONTRACTOR shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.

    (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONTRACTOR, within not less than

fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONTRACTOR will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONTRACTOR prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONTRACTOR will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONTRACTOR shall make no claim for additional compensation against the CITY by reason of such termination.

24. **ACKNOWLEDGEMENTS**
Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

25. **RESPONSIBILITY FOR SUPERVISION**: The CONTRACTOR shall assume primary responsibility for general supervision of CONTRACTOR employees and his/her or their subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

26. **INDEPENDENCE:** The CONTRACTOR shall act in an independent capacity and not as officers or employees of the CITY.

27. **PUBLIC RELATIONS**: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONTRACTOR will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONTRACTOR shall conduct themselves with propriety. The CONTRACTOR agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONTRACTOR agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONTRACTOR, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONTRACTOR is acting as an agent of the CITY.

28. **INSPECTION OF WORK:**
The CITY shall, at all times, have access to the CONTRACTOR's work for the purposes of inspection, accounting, and auditing, and the CONTRACTOR shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONTRACTOR shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONTRACTOR pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.

29. **RETURN OF MATERIALS.** CONTRACTOR agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City.

PROJECT DEVELOPMENT AND STANDARDS

30. **PLANS RECORDS AND AVAILABLE DATA:**
The CITY agrees to make available, at no charge, for the CONTRACTOR's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

31. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing, CONTRACTOR services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

(a) VAOT'S latest edition of the Standard Specifications for Construction.
(b) VAOT'S Bridge Design Manual.
(c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
(d) VAOT'S Manual on Survey.
(e) VAOT'S Right-of-Way Manual.
(f) The Highway Capacity Manual - Special Report 209.
(g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
(h) The MUTCD and Vermont Supplement requirements.
(i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
(j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONTRACTOR is responsible to identify and follow any course of direction provided by the CITY.

32. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONTRACTOR, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONTRACTOR

shall respond to all official comments regardless of their source. The CONTRACTOR shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONTRACTOR of their professional obligation to correct any defects or errors in their work at their own expense.

33. **BINDING NATURE AND JURISDICTION**
This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONTRACTOR expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

34. **PAYMENT PROCEDURES**: The CITY shall pay, or cause to be paid to the CONTRACTOR or the CONTRACTOR's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between tasks.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

35. **PAYMENT FOR ADDITIONS OR DELETIONS**: The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

36. **PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES**: The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONTRACTOR or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the CONTRACTOR, shall be incorporated in an amendment and be determined by mutual

agreement, by one or more of the following:

(a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONTRACTOR's expenses experienced in performing the work. The CONTRACTOR is fully responsible for all costs and resulting profit or loss.

(b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.

(c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONTRACTOR agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONTRACTOR employees. The CITY reserves the right to audit the records of the CONTRACTOR related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONTRACTOR until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, that may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

ATTACHMENT F

ARTICLE VI. LIVABLE WAGES*

*Cross references: Personnel, Ch. 24.

Sec. 21-80. Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

(a) Income from full-time work should be sufficient to meet an individual's basic needs;

(b) The City of Burlington is committed to ensuring that its year-round employees (full and part time) have an opportunity for a decent quality of life and are compensated, and not dependent on public assistance, to meet their basic needs;

(c) The city is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;

(d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the city and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;

(e) It is the intention of the city council in passing this article to provide a minimum level of compensation for city employees and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01)

Sec. 21-81. Definitions.

As used in this article, the following terms shall be defined as follows:

(a) *Contractor* or *vendor* is a person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods) where the total amount of the contract or contracts exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.

(b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants administered by the city, including any contractors or subcontractors of the grantee, that exceeds fifteen thousand dollars ($15,000.00) for any twelve-month period.

(c) *Covered employer* means the City of Burlington (except that the Burlington School Department shall not be considered a covered employer), a contractor or vendor or a grantee as defined above.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services funded by the city, notwithstanding that the employee may be a seasonal employee;
(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city is a "covered employee".
(e) *Employee* means a person who is employed on a full-time or part-time regular basis (i.e., nonseasonal). "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.
(f) *Employer assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at employer cost or at an employer contribution towards the purchase of such health care benefits provided that the employer cost or contribution consists of at least one dollar and twenty cents ($1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)
(g) *Livable wage* has the meaning set forth in section 21-82.
(Ord. of 11-19-01)

Sec. 21-82. Livable wages required.
(a) Every covered employer shall pay each and every covered employee at least a livable wage as established under this article.
(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least nine dollars and ninety cents ($9.90) per hour on the effective date of this article [Dec. 19, 2001].
(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least eleven dollars and sixty-eight cents ($11.68) per hour on the effective date of this article [Dec. 19, 2001].
(3) Tipped covered employees and other covered employees whose compensation consists of more than hourly wages shall be paid an hourly wage which, when combined with the other compensation, will at least equal the livable wage as established under this article.
(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city, as of JulyMarch first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. Prior to MayMarch first of each calendar year, the chief administrative officer will provide public notice of this adjustment by publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have provided an address of record to the chief administrative officer, by written letter to each such covered employer.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation or personal leave.
(Ord. of 11-19-01)

Sec. 21-83. Applicability.
(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article [Dec. 19, 2001]. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.
(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds are being expended.
(Ord. of 11-19-01)

Sec. 21-84. Enforcement.
(a) The City of Burlington shall require, as a condition of any contract or grant covered by this section, that the affected covered employer submit a written certification, under oath, confirming payment of a livable wage as a condition of entering into said contract or grant. The affected covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected covered employer shall agree to provide payroll records or other documentation, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the city's request.
(b) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.
(c) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.
(d) A violation of this article shall be a civil offense subject to a civil penalty of from twoone hundred dollars ($2100.00) to five hundred dollars ($500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.
(Ord. of 11-19-01; Ord. of 2-17-04)

Sec. 21-85. Other provisions.
(a) No affected covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(c), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.
(c) Notwithstanding subsection 21-85(b), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.
(d) Covered employers shall inform employees making less than twelve dollars ($12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.
(e) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.
(Ord. of 11-19-01)

Sec. 21-86. Exemptions.
A partial or complete exemption from the requirement of this article may be authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship. Requests for exemption shall be submitted to the chief administrative officer. The finance board of the city shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.
(Ord. of 11-19-01)

Sec. 21-87. Severability.
If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.
(Ord. of 11-19-01)
Secs. 21-88, 21-89. Reserved.

Livable Wage Ordinance

Are You Receiving A Livable Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least $13.94 an hour **with health insurance**.

$13.94

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least $15.83 an hour **without health insurance.**

$15.83

What Are Your Rights Under the Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You Eligible to Receive The Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance.

Why Report A Livable Wage Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee Earned Income Tax Credit

Are you raising a family and making less than $30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.

To file a complaint Contact:
Office of the Chief Administrative Officer, 149 Church Street, Burlington, VT 05401
802-865-7019

Revised 6/13

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____

(Contractor) and in connection with the _____ (project), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Livable Wage Ordinance; (2) as a condition of entering into this contract or grant, Contractor confirms that all covered employees, as defined by Burlington's Livable Wage Ordinance, shall be paid a livable wage for the term of the contract as determined and adjusted annually by the City of Burlington's Chief Administrative Officer, (3) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace or other location where covered employees work, and (4) payroll records or other documentation, as deemed necessary by the Chief Administrative Officer, shall be provided within ten (10) business days from receipt of the City's request.

Dated at _____, Vermont this ___ day of _____, 2013.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

ATTACHMENT G

Article VII Outsourcing

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-91. - Definitions.

(a)

Contractor or *vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b)

Government funded project. Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars ($50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c)

Outsourcing. The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

Sec. 21-92. - Implementation.

(a)

No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b)

Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

Sec. 21-93. - Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.

2) Advertises union deterrence services as specialty services;

3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06; 4-26-06)

Sec. 21-103. - Enforcement

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.

(b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06; 4-26-06)

Secs. 21-104—21-110. - Reserved.

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at _____, Vermont this ___ day of _____, 20__.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Councilors Bushor,
Aubin, Knodell: Bd. of Finance

AUTHORIZATION TO ENTER INTO PARTICIPATION
AGREEMENT WITH CHITTENDEN SOLID WASTE DISTRICT
FOR RESIDUALS MANAGEMENT DISPOSAL

In the year Two Thousand Fourteen……
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, since 1998 the Chittenden Solid Waste District (CSWD) has overseen the contracts for the handling of the residuals (sludge) from most of the County's wastewater treatment plants (WWTPs), including the transportation and processing of these residuals from Burlington's wastewater treatment plants; and

WHEREAS, under the existing contract all of Burlington's residuals were disposed of in the Coventry, Vermont landfill; and

WHEREAS, for this next five year term the desire was to locate a facility for beneficial reuse; and

WHEREAS, the CSWD negotiated an agreement with Casella Organics which includes the option to send residuals to the Grasslands Management Facility (Grasslands) located in Chateaugay, New York; and

WHEREAS, our current cost to landfill in Coventry VT is approximately $89.50/WT and estimated at $86.50/WT at Grasslands; and

WHEREAS, there is a need to continue to dispose of these residuals and for this period the Wastewater Division of the Department of Public Works has determined that continuing the relationship with CSWD is in the best interest of the City, and the CSWD's 5 year agreement with Casella Organics and the City's Participation Agreement with the CSWD for the disposal of these residuals represents the City's best and only option for the next five year period; and

WHEREAS, the Wastewater Division is currently developing a request for proposals potentially in conjunction with the CSWD for a local sustaining alternative; and

WHEREAS, this matter and the 5-year agreement were reviewed by the Board of Finance on February 3, 2014 and the Board recommended that the City enter into this agreement;

NOW, THEREFORE, BE IT RESOLVED that Chapin Spencer, Public Works Director, be and hereby is authorized to execute a participation contract with the CSWD in conjunction with a contract by CSWD to dispose of residuals, said contracts substantially in the form of the contracts recommended by the Board of Finance (attached) and on file in the City Clerk's Office, subject to the prior approval of the contract by the City Attorney.

S. Chapin Spencer
Public Works Director

Laurie Adams
Assistant Director

P.O. Box 878
Burlington, VT 05402

(802) 863-4501 P
(802) 864-8233 F

MEMO

To: Burlington City Council
From: Laurie Adams, Assistant Director DPW Water Quality
Cc: S. Chapin Spencer, DPW Director
Date: February 4, 2014

Re: Wastewater Residuals Management Participation Agreement

The Chittenden Solid Waste District (CSWD) has managed the contracts for the handling of residuals (liquid sludge) from most of the County's wastewater treatment plants for many years. The best beneficial use option was the period where all residuals went to Quebec for compositing. That agreement lasted until 2007 when the composting facilities decided to replace CSWD's residuals with Canadian feedstock. From 2008 to present all our residuals have been transported and disposed at the Coventry landfill. This was not desirable, but at the time there was not another option.

At a meeting in March 2013 all member wastewater treatment plant managers met with representatives of the CSWD to talk about the contract status with an expiration date of September 2013. We met again in August 2013 to hear the outcome of various disposal alternatives researched by the CSWD. The best option is for transportation to a facility known as Grasslands Alkaline Stabilization Facility, located in Chateaugay, NY. Grasslands treatment includes Class A processing for land application on local farms. New York State does not allow Class A to go on fields for vegetables for human consumption. Casella Organics guarantee's 80% residuals usage at the Grasslands facility.

Our current cost for disposal is approximately $89.50/ wet ton (WT) and estimated at $86.50/WT at Grasslands. The attached agreement is to participate with the other municipalities in the CSWD, to transport our residuals to the Grassland Facility in Chateaugay, NY for the next five years. The CSWD Board of Commissioners approved the Casella Organics Residuals Management Service Agreement and Member Community Participation Agreement contracts December 19, 2013. DPW Director Spencer is a voting member on the Board.

At their meeting on February 3, 2014 the Board of Finance approved the request to forward the Participation Agreement and resolution for this five year agreement to the full City Council for approval.

Action requested: Approval of resolution authorizing DPW Director Chapin Spencer to sign on behalf of the City Council as the Participant.

For informational purposes only:

Going forward, Burlington has been working on a draft Request for Proposals that may also be released in conjunction with the CSWD. Our desire is to achieve both a higher percent solids dewatered sludge and recommend a path for local processing and beneficial reuse.

After 15 years of centralized dewatering of sludge at our Main Wastewater Treatment Plant the equipment has become less efficient. The belt filter press technology starts with a feed solution at 2-3% solids. The by-product with our belt filter press ranges from 18-22% solids. If we are unable to achieve a minimum 18 % we also can be penalized by the CSWD. To date in FY14 we have received surcharge penalties of $2,484. In FY13 the Wastewater Division of Public Works spent $724,333 for disposal of 1,823 dry tons of residuals, therefore efficiency is critical.

We have met a couple of times with the CSWD and also invited John Irving from Burlington's McNeil plant to discuss the idea of gasification at McNeil or feed of sludge directly with the wood chips. Since our group meeting we also had a tour of McNeil's demonstration gasification plant and the McNeil Generating Station. DPW and the City will need at least that much time to determine a new course of action for Burlington, and Grasslands is the best option for this period of time.

Municipality: _____

RESIDUALS MANAGEMENT
PARTICIPATION AGREEMENT

This RESIDUALS MANAGEMENT PARTICIPATION AGREEMENT ("Agreement") dated as of December 23, 2013, is made by and among the CHITTENDEN SOLID WASTE DISTRICT (the "District"), and the member municipality of the District the name of which is set forth on the signature page of this Agreement (individually, a "Participant"; and, together with the other municipalities entering into similar participation agreements with the District, collectively, referred to as the "Participants").

WHEREAS, the District and the Participant previously entered in a Residuals Management Participation Agreement, dated as of August 2008 (as amended, the "Prior Agreement");

WHEREAS, the District will enter, or has entered into, a new Residuals Management Service Agreement with New England Waste Services of ME, Inc., (d/b/a Casella Organics) and a wholly owned subsidiary of Casella Waste Systems, Inc. ("Casella Organics") for the management of Residuals from the wastewater treatment plants from the District's member municipalities (the "Casella Organics Contact"); and

WHEREAS, the Participant and the District desire to enter into this Agreement, which shall supersede the Prior Agreement, to have the District manage the Residuals produced from the Participant's wastewater treatment Plant(s) as set forth herein.

NOW THEREFORE, in consideration of the mutual obligations undertaken herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Management of Residuals

1.1. The Participant shall provide to the District all Residuals generated or produced at all of the Participant's municipal wastewater treatment plant(s) (the "Plant(s)") and the District shall manage such Residuals as set forth herein.

1.2. The District shall accept Residuals, subject to the terms of this Agreement, the Casella Organics Contract (Exhibit A to this Agreement), and all applicable laws, rules, regulations and permits. All Residuals shall meet the standards set forth in the Casella Organics Contract and shall be managed and disposed of by the District pursuant to the Casella Organics Contract. In the event the Residuals do not meet the standard under the Casella Organics Contract or constitute "Non-Conforming Waste" as specified therein, the District shall not be responsible for managing such non-conforming Residuals.

1.3. The District will contract, or subcontract, for the management and disposal of Residuals. Residuals will be disposed of at a landfill Facility (as defined in the Casella Organics Contract) or managed by Agronomic Utilization, recycling and processing at Grasslands, or other means as provided in the Casella Organics Contract.

1.4. The Participant shall allow the District, and its agents, upon not less than two days' notice, access to the Plants and all books and records relating to, or applicable to, the Plants in order to perform this Agreement and the Casella Organics Contract.

1.5. The District may reject Residuals that are Non-Conforming Waste, or that do not meet the Quality Standard.

1.6. In the event that Casella Organics is unable to manage or otherwise provide for disposal of Residuals under the Casella Organics Contract, but the Casella Organics Contract has not otherwise terminated, the District may dispose of such Residuals at an alternative facility or treatment process on a temporary basis not to exceed 6 months as may be designated by the District. If an alternate facility or treatment process is designated by the District, then the applicable Fees (as detailed in Sections 5, 6 and 7) may be adjusted by the District to fully cover the costs of such alternative facility or process.

1.7. If an alternate facility or treatment process is designated by the District due to a termination of the Casella Organics Contract, and, as a result, the sum of the applicable Fees are increased, then the Participant shall have the right to terminate participation in this Agreement. Any such termination shall be on not less than thirty (30) days' written notice to the District. Any such termination shall not affect the Participant's obligations or liabilities to the District arising prior to the effective date of such termination.

1.8. The Casella Organics Contract provides that Casella Organics may process and dispose of Residuals that meet the certain standards (as set forth in the Casella Organics Contract) at the Grasslands Manufacturing Facility located in Chateaugay, New York ("Grasslands"). If the Residuals provided by the Participant meet the standards for processing at the Grasslands Facility, the District will direct such Residuals to the Grasslands Facility to the extent allowed under the Casella Organics Contract, and taking into account the Residuals collected from the Plants of other Participants. At the election of the Participant, upon not less than Three Hundred and Seventy Five days' notice to the District, the Participant may elect to not use the Grasslands for processing and recycling of its Residuals. Upon such election, the District will exercise its right under the Casella Organics Contract to direct that the Residuals from the Participant's Plant(s) be disposed of at the Facility as set forth in the Casella Organics Contract and at the higher rate(s) as set forth therein.

2. Residuals Quality, Testing and Archiving; Changes in Residuals Generated

2.1. Upon the request of the District, the Participant shall provide all information to the District relative to current and proposed Plant wastewater treatment processes, including the use or proposed use of chemicals or additives, which might materially affect the quality of the Residuals.

2.2. The Participant, at its expense, shall test all Residuals as required by the District, the Casella Organics Contract and as otherwise required by applicable law, regulation and permits. The Participant shall provide all test analyses and results which the Participant obtains, whether or not such tests are required by this Agreement, to the District within ten (10) days after the Participant's receipt, and within ten (10) after the District's request, to any third-party which the District specifies. Upon request, the District shall provide copies of the test analyses and results received from other Participants to the Participant.

2.3. If the Participant seeks to have the Residuals managed by Agronomic Utilization or the Grasslands Option as provided in the Casella Organics Contract, the Participant shall be required to take representative proportional samples of all Residuals removed for such disposal and all such Residuals shall comply with the criteria outlined in sections 1.1.2, 1.1.3 and 3.1 of the Casella Organics Contract and the specific criteria identified in Exhibits D and E. In the event the Participant is not able to meet the analytical testing frequency or maximum concentration standards for the Grasslands Option within a 90 day period, Residuals will be sent to the Facility at the cost identified in the Casella Organics Contract (Exhibit A). The Participant shall properly label and preserve samples until such time that the residual samples are:

a. Tested/Analyzed, and
b. The results are submitted to the District, and
c. The District notifies Participant that the sample may be discarded.

2.4. Upon the District's request, the Participant shall promptly provide a representative sample of Residuals.

2.5 A Participant must obtain the consent of the District prior to accepting, processing or dewatering Residuals from (i) another municipality which does not have a participation agreement with the District or (ii) a private entity. The foregoing shall not limit the Participant from treating wastewater from commercial and residential users within the municipality, landfill leachate, or septage, collected and treated through the Participant's normal wastewater treatment facilities.

2.5.1 As a condition to issuing any required consent, the District may require test results for all parameters contained in the Casella Organics Contract on both representative historical and current samples of the material proposed for

acceptance. Upon receipt of all test results reasonably required by the District, the District shall provide either its approval or disapproval within three business days after receipt of all such required test results. Failure to provide disapproval within such period shall be deemed to be consent.

2.5.2 The generator of Residuals without a Participation Agreement shall also be subject to the Residuals Quality, Testing and Archiving requirements as contained in this Section 2. The Participant shall bear full responsibility for resulting Residuals quality delivered to the District.

3. Residuals Quality & Quality Standard

3.1. All Residuals to be managed by the District shall meet the Quality Standard. If the Residuals delivered by or on behalf of a Participant do not meet the Quality Standard and therefore constitute Non-Conforming Waste, then the District shall notify the Participant, and the Participant shall have the option, of:

(i) having the District process or dispose of such Residuals, in which case the Participant shall pay the District for all costs and expenses of processing and treatment of such Residuals to compensate the District for all costs and expenses of handling, processing and disposing of such Residuals, or

(ii) rejecting the delivery, in which case the Participant shall be required to dispose of the rejected Residuals in another manner, subject to all applicable laws and regulations. The District may reject the delivery of any Non-Conforming Waste notwithstanding the prior removal of such Residuals from the Plant(s).

3.2. The District will use its reasonable efforts to identify the particular Plant(s) that are the source of Non-Conforming Waste and shall promptly notify the Participants of the source and cause for such Non-Conforming Waste.

3.3 If the Participant discovers that Residuals constitute Non-Conforming Waste, the Participant shall immediately give the District notice thereof, together with a description of:

(a) the Residuals affected, dates of generation, quantity of residuals affected, method and location of dewatering, dates of shipment,

(b) relevant and material laboratory analyses with sampling and archiving methods,

(c) any known or suspected cause,

(d) any known or suspected hazards or dangers arising from the Nonconformity,

(e) the specific known or suspected nonconformity,

(f) suggested handling and disposal, and

(g) corrective action that the Participant is taking or intends to take or cause to be taken to prevent the generation of such Non-Conforming Waste.

3.4. Any subsequent sampling and analyses costs of Participant's Residuals to verify results of earlier testing will be at the Participant's expense.

3.5. The cost of any special sampling or analysis of other Residuals blended with the Participant's Non-Conforming Waste prior to delivery to Casella Organics shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.

3.6. The cost of any special sampling made with the Participant's Non-Conforming Waste shall be borne by the Participant delivering the Non-Conforming Waste to Casella Organics.

3.7. Any modifications to the definition of the Quality Standard must be agreed upon by both parties and shall require an amendment to this Agreement.

4. Grasslands Option

4.1 The Casella Organics Contract provides that during the Term of the Agreement, Casella Organics will recycle at least eighty percent (80%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at Grasslands on an annual basis, unless the District has exercised its option to direct that Residuals from one or more Plants be disposed of at the Facility and not be processed or recycled at Grasslands. Casella Organics shall be responsible for marketing product from GMF at its own expense.

5. Processing Fees for Residuals

5.1. The Participants shall pay a Disposal Processing Fee per wet ton for the disposal and management of Residuals at the Facility as set forth in Section 1.1.1 of the Casella Organics Contract. The Disposal Processing Fee shall be the sum of (1) the per wet ton rate charged the District under the Casella Organics Contract; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Vermont State Franchise Tax; plus (4) the District capital and administrative expense rate. The Disposal Processing Fee shall be paid for each wet ton of Residuals generated from the Plant(s). The Transportation Fuel Charge will be calculated monthly as set forth in the Casella Organics Contract. The District's capital and administrative expense rate will be

set annually by the District Board of Commissioners and may not exceed 15% of the per ton rate established under the Casella Organics Contract. The District's capital and administrative expense rate shall be based upon the District's costs and expenses, including administrative expenses, of managing biosolids and Residuals for the Participants. The District's initial capital and administrative expense rate as of September 1, 2013 is $7.28 per ton but may change during the term of this Agreement. The District shall provide each Participant with documentation evidencing the determination of the capital and administrative expenses. The Participant acknowledges that the Disposal rate may increase in the event that (a) the Participant exercises its option under Section 1.8 of this Agreement to not use Grasslands for processing of Residuals, or in the event that the Residuals are Non-Conforming Waste for periods in excess of 90 days.

5.2. If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for Agronomic Utilization, as set forth in section 1.1.2. of the Casella Organics Contract, such Residuals are available for Agronomic Utilization, and Casella Organics have secured the necessary permits, then the Processing Fee will be:

5.2.1. The sum of (1) the Casella Organics Contract rate for Agronomic Utilization; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Agronomic Utilization Analysis & Testing Annual Cap up to $9,000 per year; plus (4) the District capital and administrative expense rate, for the amount of the Participant's Residuals that are actually sent to agronomic sites under the Casella Organics Contract. This rate is subject to an aggregate twenty percent (20%) contractual limit per operating year contained in section 1.1.2 of the Casella Organics Contract. In the event such twenty percent (20%) limit is reached, the District shall equitably pro rate such rate among all Participants who certify that the Residuals from their Plant(s) meet Agronomic Utilization standards.

5.3 If a Participant certifies in writing that their Residuals meet all applicable standards and requirements for the Grasslands Option, as set forth in section 3.1 of the Casella Organics Contract, such Residuals are available for the Grasslands, and Casella Organics have secured the necessary permits, then the Processing Fee will be:

5.3.1 The sum of (1) the Casella Organics Contract rate for Grasslands Option; plus (2) the Transportation Fuel Charge charged the District under the Casella Organics Contract; plus (3) the Operational Fuel charged the District under the Casella Organics Contract; plus (4) the District capital and administrative expense rate.

5.4. All Processing Fees shall be due and payable within 20 days of the date of the District's invoice. The District may alter these fees upon prior written notice to the Participants provided that the wet ton rate shall not exceed **115%** of the rate, per wet ton, due under the Casella Organics Contract.

6. Rate Adjustments

6.1. The Participants acknowledge that pursuant to Section 2.4 of the Casella Organics Contract, certain Rate Adjustments (as defined in the Casella Organics Contract) may be made subject to the District's approval. The District shall provide the Participants written notice of any proposed Rate Adjustment, together with reasonable justification therefore in order to seek approval of the proposed Rate Adjustment from the Participants. If a majority (based on average historic tonnage of Residuals produced at the Plants) of the Participants and the District accept the proposed Rate Adjustment then such Rate Adjustment shall go into effect and apply to all Participants. The Participants acknowledge that if such a majority of the Participants rejects a proposed Rate Adjustment, the Casella Organics Contract may terminate in accordance with its terms.

6.2. The District will adjust all Rates hereunder annually (excluding any rates for transportation or fuel), on the anniversary date of this Agreement, at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index. The Participants shall not have the right to reject the consumer price index adjustment as set forth in this Section 6.2.

6.3. The Participants further acknowledge that due to the combining of Residuals from the Plants of some or all of the Participants, it may not be possible or economically practicable for the District to determine which wastewater treatment Plant or Plants are the cause of the increased costs due to Residuals being Non-Conforming Waste. Accordingly, to the extent, if any, that the Costs are not covered by the Fees collected under Section 5 of this Agreement, the District shall calculate each Participant's Pro Rata Share based upon (a) the Participant's total number of wet tons of Residuals that may be part of such Non-Conforming Waste divided by (b) the total number of wet tons of Residuals from all Participants that may constitute such Non-Conforming Waste. The Participants shall be obligated to pay to the District their Pro Rata Share for all Costs not covered by any Processing Fee. Such amount shall be due within 60 days after receipt of an invoice from the District. The obligation of the Participants hereunder shall not limit or impair the member municipalities' responsibilities or obligations under the Charter.

7. Other Fees

7.1. The Participant shall pay, in addition to any Processing Fee, any Demurrage fees imposed under the Casella Organics Contract to the extent caused by the Participant relating to collection of Residuals at the Participant's temporary or permanent dewatering facility(s). Demurrage charges are at the current rate of $98.04 per hour that Casella Organics must wait in excess of 40 minutes to load trailers at Participant's facilities or depart the Participant's facilities.

7.2. A charge will be made for the Minimum Load as follows. If in any month the average load weight is less than 27.63 tons, the Participant shall pay to the District, as invoiced, a surcharge to be calculated as follows: Surcharge = (actual number of loads per month – theoretical number of loads per month) X $287.44/load. [NOTE: The Theoretical Number of Loads = total tons removed per month ÷ 27.63 tons (or 23 tons in the case of (Shelburne), which shall be calculated separately from all other plants)]. Notwithstanding the foregoing, the Participant shall not be responsible for a Minimum Load charge to the extent the inability to meet a Minimum Load is the result of the District providing a trailer that is not capable of holding a Minimum Load.

7.3. The Participant shall pay, in addition to any Processing Fee, any additional taxes levied or imposed on the District for Residuals managed under the Casella Organics Contract. Such taxes shall be equitably apportioned by the District per wet ton of Residuals from all Plants managed by the District for the Participants.

7.4 In the event (i) the Casella Organics Contract is terminated and (ii) the District has extended the term of this Agreement under Section 9.2 hereof and is providing alternative disposal or treatment facilities for the Participant's Residuals, the wet ton rate for Processing Fees for the managing and disposal of Residuals shall be established by the District and shall be the sum of (1) the actual wet ton rate for such alternative disposal or treatment facility, plus (2) the District's capital and administrative expense rate, which rate shall be not more than 15% of the total per wet ton rate including fees and taxes paid for the alternative disposal or treatment or Residuals. The Processing Fee shall be paid for each wet ton of Residuals generated from the Plant(s). The Processing Fee shall be due and payable within 20 days of the date of the District's invoice.

8. Regulations; Operation; Books and Records

8.1. The Participant shall assist and cooperate with the District in enforcing the District's regulations and rules concerning Residuals. The current rules are set forth in Exhibit C. The District may amend Exhibit C with the prior approval of the Participants, such approval to not be unreasonably withheld or delayed.

8.2 The District will be responsible for the enforcement of District adopted ordinances and regulations. The Participant shall also assist and cooperate with the District in compliance with the terms of the Casella Organics Contract and

any and all permits, licenses and approvals for performance of the Casella Organics Contract.

8.3 The District and the Participant shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, sampling methods, analytical results and other memoranda.

8.4 Casella Organics is to operate, or cause to be operated, Grasslands in accordance with all applicable laws, rules and regulations and in compliance with all permits issued for Grasslands by any governmental authority with jurisdiction over Grasslands. In the event that the State of Vermont establishes standards and regulations that are more restrictive than the standards set by the State of New York as they relate to the operation of the facility, then the Participant shall abide by the more stringent standards.

9. Term

9.1. The term of this Agreement (the "Term") shall commence on the date of this Agreement and shall continue in effect until the expiration or termination of the Casella Organics Contract, subject to Section 9.2 below.

9.2 In the event the Casella Organics Contract is terminated, the District may, upon notice to the Participant, extend the term of this Agreement for such period of time that the District has secured alternative disposal or treatment facilities for Residuals. In the event the District so extends the term of this Agreement, the Participant shall have the option, upon not less than thirty (30) days' written notice to the District, to terminate its participation under this Agreement. Any such termination shall not affect the Participant's obligations or liabilities to the District arising prior to the effective date of such termination.

9.3. The Participant is obligated to use its good faith efforts to have all Residuals generated at the Plant(s) meet the Quality Standard. In the event that, despite such good faith efforts, the Residuals generated from the Plant(s) fail to meet the Quality Standard, and after blending with Residuals from the Plants of other Participants, is still Non-Conforming Waste when delivered to Casella Organics under the Casella Organics Contract, the Participant does not correct such failure within six months, either the District or the Participant may, upon written notice, remove the Plant or Plants(s) as the case may be from participation under this Agreement. Upon such removal, neither the District nor the Participant shall thereafter have any further obligation with respect to Residuals generated from such Plant (or Plants, as the case may be). Any such removal shall not affect any liability or obligation of the Participant arising prior to such removal. In the event

the Participant is removed from participation under this Agreement, it shall reimburse the District for its share of capital expenses incurred prior to the date of termination. Such capital expenses, and the Participant's share, shall be determined by the District and set forth in a schedule of capital expenses.

9.4. Any obligation for the payment of money, under Sections 5, 6, 7, 9, 10, or 14 of this Agreement shall survive termination of this Agreement and shall remain in full force and effect until discharged, satisfied, or specifically waived in writing.

10. Default

10.1 If any Participant fails to timely pay any amount due hereunder, or fails to timely perform any other obligation required hereunder, or seeks relief from creditors under any bankruptcy or insolvency law, or if any creditor of any Participant files a petition against such Participant under any bankruptcy or insolvency law, then such Participant shall be in default under this Agreement and the District shall be able to pursue all available remedies at law or in equity against such Participant. Without limiting the foregoing, upon any such default, the District may terminate the Participant's rights under this Agreement. All such remedies shall be cumulative. Any defaulting Participant shall be liable to the District for the District's costs of collection, including but not limited to reasonable attorneys' fees and any damages for which the District may be found liable under the Casella Organics Contract.

10.2 If any Participant defaults under this Agreement by not delivering all of their Residuals designated in Section 1 of this Agreement, then such defaulting Participant shall be liable, and the District shall have the right to collect damages from such defaulting party. Such damages shall include all lost revenues and Processing Fees and penalties and increased costs that would be due and payable under the Casella Organics Contract. Such damages to be based upon the losses and damages based upon the difference between the amount of Residuals to be delivered under this Agreement and the amount actually delivered. The default fee shall be due within 60 days after receipt of an invoice from the District. Past due payments shall be assessed a monthly late fee charge equivalent to 1% of the overdue payment.

11. General

11.1 In connection with the performance of all work and service hereunder, the District and the Participant agree to comply with all federal, state and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority, applicable to their respective obligations hereunder, including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws. In the performance of this Agreement, the District and the Participant shall not engage in any conduct or practice which violates applicable law, order or regulation prohibiting

discrimination against any person by reason of race, religion, national origin, sex, sexual orientation, age, handicapped condition or veteran's status.

11.2 The District and the Participant agree to comply with all United States and Canadian federal, provincial, state or local laws, rules and regulations applicable to their respective obligations hereunder or in connection herewith, including, but not limited to, the applicable requirements of the federal Solid Waste Disposal Act ("SWDA"), the Toxic Substances Control Act ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Environmental Protection Agency Rule Part 503, Vermont Department of Transportation rules, the Occupational Safety and Health Act ("OSHA"), and the Vermont Occupational Safety and Health Act ("VOSHA"), all as may be amended from time to time, and regulations promulgated and policies issued pursuant to SWDA, TSCA, CERCLA and OSHA and VOSHA. The District shall notify the Participant if it becomes aware of any changes in law that will affect the Participant's disposal and processing of Residuals under this Agreement.

12. Termination of Prior Agreement

12.1. Upon the effective date of this Agreement, the Prior Agreement shall terminate and be superseded by this Agreement.

13. Hazardous Waste

13.1. Nothing in this Agreement shall obligate the District to handle any Hazardous Waste in any manner. If Residuals are determined to be Hazardous Waste after removal from the Plants and prior to land application, the District shall suggest disposal options, but the District shall have no obligation to handle such material, and, unless otherwise agreed in writing, the Participant shall immediately collect and handle such material in accordance with all applicable laws, rules and regulations.

14. Indemnification

14.1. The Participant hereby agrees to indemnify and hold the District harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the Participant's negligence or willful misconduct; or (ii) the Participant's provision to the District of Non-Conforming Waste or (iii) any breach of this Agreement by the Participant.

14.2. The District hereby agrees to indemnify and hold the Participant harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising

out of any claim for loss of or damage to property, including the District's property, and injuries to or death of persons, including the District's employees, to the extent caused by or resulting from; (i) the District's negligence or willful misconduct; or (ii) the District's breach of this Agreement. The foregoing shall not be construed to be a guaranty by the District of any obligations of Casella Organics under the Casella Organics Contract.

15. Schedule of Exhibits

15.1. The following Exhibits are hereby included and incorporated as a part of this Agreement:

Exhibit A – Residuals Management Agreement (between the District and Casella Organics)

Exhibit B - General Definitions

Exhibit C - Rules and Regulations

Exhibit D – Standards for Residuals for Agronomic Utilization

Exhibit E – Standards for Residuals for Recycling at Grasslands

16. Miscellaneous Provisions

16.1. Notwithstanding anything to the contrary contained in this Agreement, neither any Participant nor the District shall be liable for any failure or delay in performance of any obligation, other than an obligation to pay money, under this Agreement due to the occurrence of Force Majeure.

16.2. This Agreement may not be assigned by either party without the prior written consent of the other party, except that, without the consent of the Participants, the District may assign, pledge, or convey its interest hereunder as collateral security for loans or other financing. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

16.3. This Agreement may be amended only by written agreement duly executed by all parties.

16.4. If any provision of this Agreement or the application of such provision shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

16.5. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement and its construction shall be governed by the laws of the State of Vermont.

16.6. The District and the Participants agree that from and after the date of execution of this Agreement, each party will, upon the request of any other, execute and deliver such other documents and instruments as may be reasonably required to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the District and the Participant have duly executed this Agreement the day and year first above written.

In the Presence of:

Witness

CHITTENDEN SOLID WASTE DISTRICT

By: Thomas E. Moreau
Name: Thomas Moreau
Title: General Manager

In the Presence of:

Witness

PARTICIPANT:

By: _____
Name: _____
Title: _____

EXHIBIT A
COPY OF CASELLA ORGANICS CONTRACT

EXHIBIT B
GENERAL DEFINITIONS

"Agreement" shall mean this Residuals Management Participation Agreement for Member Municipalities, as the same may be amended or supplemented.

"Agronomic Utilization" shall have the meaning given in the Casella Organics Contract.

"Charter" means the District's Charter, as enacted by the Vermont Legislature (Municipal Act 17, Acts of 1991), as amended.

"District" shall mean the Chittenden Solid Waste District, and its successors and assigns.

"Cost" or "Costs" shall mean all expected and actual costs and expenses to be incurred by the District in connection with the construction, planning, permitting, operation, and maintenance, and performance of the Casella Organics Contract.

"Fees" shall mean the sum of the Processing Fee as detailed in Section 5 of this Agreement.

"Force Majeure" shall have the meaning given in the Casella Organics Contract.

"Grasslands" or "GMF" shall have the meaning given in the Casella Organics Contract.

"Hazardous Waste" shall have the meaning given in the Casella Organics Contract.

"Non-Conforming Waste" shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

"Participant" shall mean any party (either a member municipality or other) which enters into a Participation Agreement with the District which provides for the management of Residuals by the District.

"Plant(s)" shall mean the Participant's wastewater treatment plant(s).

"Quality Standard" shall have the same meaning as provided in Section 3.1 of the Casella Organics Contract.

"Residuals" shall mean wastewater biosolids generated from treatment of water, wastewater, or other wasted liquids at the Plant(s).

EXHIBIT C
RULES AND REGULATIONS

These Rules and Regulations are subject to change upon approval from the District's Board of Commissioners:

1) **Laboratory Analysis & Testing**
   a) The Participant is responsible for the cost of all laboratory analysis of Residuals (including sampling and sample shipment costs).
   b) The Participant shall have all the required analyses performed as required by the Plants' permits, all applicable laws and regulations for the uses contemplated in this Agreement and those required by the Casella Organics Contract.
   c) The Participant shall insure the laboratory analyses are sensitive enough to comply with the values contained in the Casella Organics Contract. The Participant and the District must be able to determine from the analytical results whether a sample meets or exceeds the limits contained in Exhibit C of the Casella Organics Contract.
   d) The Participant shall furnish to the District a copy of all analytical results and quality assurance for residuals managed under this Agreement within 5 business days of receipt from the laboratory.
   e) The Participant will reimburse the District for costs and laboratory analyses, groundwater monitoring, and other testing required for obtaining and maintaining permits for Agronomic Utilization up to the Agronomic Utilization Analysis & Testing Annual Cap as set forth in Section 6 of the Casella Organics Contract. Analyses or tests for the purposes of Residuals management by Agronomic Utilization will not be performed without the prior written consent of the Participant.

2) **Notifications**
   a) The Participant shall use reasonable efforts to notify the District ninety (90) days in advance of any change in treatment process at the Plant(s) that could materially affect the quality of the Residuals.
   b) The Participant shall notify the District in writing within 5 business days if the Participant uses chlorination in the treatment process other than final effluent disinfection or cleaning of final clarifier weirs.
   c) The Participant shall immediately notify the District if they suspect higher than historical amounts materials entering the Participant's wastewater treatment plant for:
      i) any parameters contained in Exhibit C of the Casella Organics Contract or
      ii) any other potential toxin
   d) The Participant shall notify and receive permission from the District prior to accepting any Residuals from municipalities or private entities not having a Participation Agreement with the District.
   e) A Participant who is responsible for dewatering Residuals and delivery directly to Casella Organics, shall provide, to both the District and Casella Organics, a schedule of full loads anticipated to be removed by Casella Organics during a given week, by Wednesday of the proceeding week.

EXHIBIT D
SPECIFIC CRITERIA FOR AGRONOMIC UTILIZATION

[to come]

Exhibit E

SPECIFIC CRITERIA FOR THE GRASSLANDS MANUFACTURING FACILITY

GMF Analytical Frequency Requirements

dry tons/Year	sampling
25-199	quarterly
200-1000	every other month
1000+	monthly

2013 dry tons (average 22% solids)

WWTP	dry tons
Burlington	1823
Shelburne	178
Richmond	171
Milton	106

Analytical Sampling Schedule

WWTP	sampling
Burlington	monthly
Shelburne	quarterly
Richmond	quarterly
Milton	quarterly

CSWD Parameters for Analysis	
Group A	**Group B**
Total Kjeldahl Nitrogen	Arsenic
Ammonia	Cadmium
Nitrate	Chromium (total)
Total Phosphorous	Copper
Total Potassium	Lead
pH	Mercury
Total Solids	Molybdenum
Total Volatile Solids	Nickel
	Selenium

	Zinc
CSWD Parameters for Analysis	
Parameter	**Maximum Concentration mg/kg, dry weight**
Arsenic	15
Cadmium	21
Chromium (total)	1,000
Copper	1,500
Lead	300
Mercury	10
Molybdenum	40
Nickel	200
Selenium	100
Zinc	2,500

RESIDUALS MANAGEMENT SERVICE AGREEMENT

This Agreement is made as of the latest date of execution herein, by and between New England Waste Services of ME, Inc., (d/b/a Casella Organics) and a wholly owned subsidiary of Casella Waste Systems, Inc. ("Contractor") with an office at 135 Presumpscot Street #1, Portland, ME 04103, and Chittenden Solid Waste District, a union municipal district formed under the laws of the State of Vermont ("Customer") with an office at 1021 Redmond Road, Williston, Vermont 05495.

RECITALS

WHEREAS, Customer's member municipalities operate the Plants, and, as a residual by-product thereof, such Plants generate approximately 14,000 wet tons per year of Residuals combined; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition, and, to the extent provided herein, beneficial reuse, of said Residuals on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the undersigned parties agree as follows:

Each of the capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the respective meanings as follows:

Customer: Chittenden Solid Waste District, a Vermont a union municipal district, and its permitted successors and assigns.

Contractor: New England Waste Services of ME, Inc., (d/b/a Casella Organics), and its permitted successors and assigns.

Plants: The plants referred to in this Agreement are the wastewater treatment plants that are owned and operated by member municipalities within the Chittenden Solid Waste District, as follows: Burlington Main, Burlington North, Burlington East, Essex Junction, Milton, Richmond, South Burlington – Airport Parkway, South Burlington – Bartlett Bay, Shelburne, and Winooski.

Facility: The facility referred to in this Agreement is the Waste USA Landfill owned by New England Waste Services of Vermont, Inc., a wholly owned subsidiary of Casella Waste Systems, Inc., and located in Coventry, Vermont.

Grasslands:

The Grasslands Manufacturing Facility (Grasslands, or GMF) is the facility licensed to process biosolids using alkaline lime stabilization and/or composting to create Class A biosolids products owned and operated by the Contractor and located in Chateaugay, NY.

Residuals: The materials referenced in this Agreement are wastewater biosolids generated at the Plants.

Liquid Sludge: Liquid Residuals produced at the Essex Junction, VT Waste Water Treatment Plant (WWTP) that have not been dewatered.

Class A Biosolids: The dewatered Residuals produced and/or manufactured by the South Burlington Airport Parkway Plant that (1) meet United States Environmental Protection Agency Chapter 503 A and Exceptional Quality Standards, (2) meet all of the regulatory requirements for general distribution (unfettered by regulatory burden such as requirement for site-by-site usage permits) as a soil product within the State of Vermont, (3) do not generate nuisance odors, (4) meet all requirements for land application in Vermont, (5) meet all the conditions in the Solid Waste Management Facility Certification ("SWMFC") issued by the Vermont Department of Environmental Conservation on April 18, 2012 (attached as Exhibit D to this Agreement), (6) are considered an agricultural amendment and do not require an improved surface for on-farm storage or have storage time limitations, (7) have an N-P-K nutrient value of approximately 7-3-0 (within a variance of 25% +/- from such values); and (8) are spreadable with conventional farm equipment and do not require specialized spreaders.

Agronomic Utilization: Agronomic Utilization means the beneficial use of the Residuals as a soil amendment at farms or other locations, according to applicable laws and regulations and permits specific to each location.

Sites: Sites are locations where Contractor provides the service of Agronomic Utilization for Residuals from the Customer.

Containers: The 40-50 cubic yard capacity trailers selected by the Customer after consultation with the Contractor and utilized in the removal of the Residuals.

1. SERVICES

1.1. General. Contractor hereby agrees to collect Residuals at the Plants and remove and transport the Residuals according to a schedule as set forth in Section 1.2 (the "Schedule"). Contractor will recycle the Residuals at Grasslands, provide Agronomic Utilization services, market Class A Biosolids, dispose of the Residuals at the Facility, or manage the Residuals by other means, all as described below:

1.1.1. Disposal. During the Term of the Agreement, Contractor will dispose of no more than twenty percent (20%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at the Facility on an annual basis, unless the Customer has exercised its option to direct that

Residuals from one or more Plants be disposed of at the Facility instead of through Agronomic Utilization.

1.1.2. Agronomic Utilization. Contractor will use reasonable business efforts to provide Agronomic Utilization, including farm fertilization and land reclamation, for up to 600 dry tons of Residuals on an annual basis. Agronomic Utilization is subject to receipt of all required permits and requires that the Customer facilitate Contractor's Agronomic Utilization efforts by providing usual and customary support including: (i) providing Contractor with at least nine (9) months advance notice of intent ("Notice of Intent of Agronomic Utilization") to certify specific quantities of Residuals from specific Plants as meeting the USEPA Chapter 40 CFR 503 requirements and all applicable laws, regulations and permits, (ii) approving of all required analyses and testing, (iii) providing Contractor timely and complete laboratory analyses of Residuals as reasonably required for Contractors logistics and operations and as required by applicable laws, permits and regulations, (iv) acceptance of a Schedule (including dewatering schedule) that is compatible with farming schedules, farmer crop rotations, Site use requirements (including field storage), and applicable laws, permits and regulations, and (v) communication by Customer with regulatory officials and state policy-makers in support of Contractor's efforts at permitting and implementing Agronomic Utilization. In the event that Customer does not provide Residuals for Agronomic Utilization, as stated in Customer's Notice of Intent of Agronomic Utilization, such that Contractor is unable to implement Agronomic Utilization as intended, the "Agronomic Utilization Analysis & Testing Annual Cap" (see Article 2.1.1) will not apply.

1.1.3. Recycling at Grasslands. During the Term of the Agreement, Contractor will recycle at least eighty percent (80%) of the Residuals that are not marketed as Class A Biosolids or managed to Agronomic Utilization, at Grasslands on an annual basis, unless the Customer has exercised its option to direct that Residuals from one or more Plants be disposed of at the Facility and not be processed or recycled at Grasslands. Contractor shall be responsible for marketing product from GMF at its own expense.

1.1.4. Class A Biosolids Marketing. Class A Biosolids produced at the South Burlington Airport Parkway Plant shall be made available to the Contractor for distribution, marketing and sale. The Contractor agrees to: (a) use its best efforts to develop a diverse customer base as needed to meet the needs of the City of South Burlington in connection with the sale of Class A Biosolids; (b) ensure that customers are ready to receive the Class A Biosolids as they are produced; (c) determine appropriate product application rates for each customer; (d) ensure proper application setbacks and other site restrictions as may be needed in connection with Class A Biosolids; (e) provide a team of agricultural sales specialists to increase the market value for the Class A Biosolids; (f) attend appropriate trade shows to promote and market the Class

A Biosolids; and (g) use its best efforts to increase the price at which it is able to sell Class A Biosolids.

In the event that any biosolids produced at the South Burlington Airport Parkway Plant are not Class A Biosolids, such biosolids shall be deemed to be, and shall be treated in the same manner as, any other Residuals under this Agreement.

1.1.5. Other Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals at the Base Rate for "Disposal, Other Utilization" pursuant to Article 2.1, for purposes and in a manner other than those specified above. Further, Contractor intends to research and evaluate alternative recycling and/or beneficial uses for Residuals and will propose to Customer those utilization options that receive Contractor's favorable evaluation and meet Contractor's cost structure.

1.2. Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly, based upon the Plants' dewatering or operating schedules and Contractor's reasonable service capabilities, and approved by the Contractor and mutually agreed each Wednesday for the following week. Customer will apply good faith efforts to accurately prepare the Schedule. In the event of an unanticipated change in the Plants' dewatering or operating schedules, Contractor will use reasonable business efforts to accommodate any Customer requested Schedule modifications to meet the dewatering or operating schedules of the Plants upon 48 hours' notice. Contractor will remove filled containers from the sludge bays or other mutually agreed upon locations at the Plants pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during regular business hours 6AM-3PM Monday – Friday, exclusive of holidays. For service for Liquid Sludge, loading and removal will be between 7 a.m. and 7 p.m., Monday thru Saturday, during times when conditions set forth in Contractor's Land Application Certification are met for land application of Liquid Sludge.

Before scheduling of any removal of Class A Biosolids from the South Burlington Airport Parkway Plant, the Customer shall on the frequencies listed in the SWMFC provide or cause to be provided to the Contractor evidence satisfactory to the Contractor as to the qualification of such biosolids as Class A Biosolids. Upon receipt of such evidence and notification of a full trailer load ready for removal, the Contractor shall promptly remove such Class A Biosolids from the South Burlington Airport Parkway Plant, and beneficially reuse them.

1.3. The Containers. For the removal and transportation of Residuals, the Contractor will utilize the Containers provided by and owned by the Customer. The Containers will not be used for the removal or transportation of Liquid Sludge; the Liquid Sludge shall be removed and transported separately as provided for below. Throughout the Term of this Agreement, Contractor will lease (hereinafter "Trailer Lease") the Containers from the Customer, and Customer will provide under such Trailer Lease of seven (7) Containers in good, serviceable and safe condition ("Fit for Service") to enable the Contractor to reasonably perform its responsibilities under the Agreement, while rotating each of the Containers

through an inspection and repair schedule as detailed in the Trailer Lease. In the event that the Customer does not provide seven (7) Containers for any reason, or if Containers are not Fit for Service, or if the service needs of the Customer increase the number of Containers necessary for Contractor to reasonably perform its responsibilities under the Agreement, the Customer will lease substitute or additional trailers from another commercial source. Both Contractor and Customer agree to comply with the terms and conditions of the Trailer Lease which is attached hereto as Exhibit B, including any provision regarding repair and maintenance of the Containers. In the event that any Container is not fit for service as a result of the Contractor being in breach of its obligations under this Agreement or the Trailer Lease, then the costs for the repair of the Container, or providing substitute Containers shall be borne by the Contractor. In the event that any Container is otherwise not fit for service, or in the event that additional Containers are necessary for Contractor to reasonably perform its responsibilities under the Agreement, then the costs of any substitutes or replacement Containers shall be borne by the Customer. For the removal and transportation of Liquid Sludge, Contractor, or their subcontractor, will utilize a specialized agricultural spreader ("Spreader") customary and normal for the removal and land application of Liquid Sludge. Such Spreader or similar container equipment shall not be subject to the lease provisions described above or detailed in Exhibit B.

1.4. Loading and Minimum Load. Customer will load Containers evenly, to the level specified by Contractor. All Container loads for all Plants will be filled to a minimum of 27.63 tons per load, except Shelburne plant which will be filled to a minimum of 23 tons per load (collectively, the "Minimum Load"). At the discretion of the Contractor, the Minimum Load quantities may be reduced to accommodate Contractor's operating requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor. Contractor will provide notice to the Customer within 48 hours for all loads that fail to meet the Minimum Load, or that exceed the Maximum legal load size. After Contractor removes a loaded Container from a Plant, the Contractor will position a replacement Container in the manner and at the location specified by the Customer, subject to availability of Containers from the Customer. For the removal and transportation of Liquid Sludge, the Village of Essex Junction, VT and its wastewater treatment staff, will load the Liquid Sludge using existing sludge storage area pumps, operating at a combined capacity of approximately 700 GPM +/-. Fill hoses provided by Customer shall be 4 inches with 6 inch fittings available. When Contractor provides services for Liquid Sludge, Customer shall provide a wash down area and Plant water for use in cleaning equipment. Customer shall use reasonable efforts to provide Liquid Sludge with consistent solids concentration suitable for the land application process. Customer will provide daily solids testing data on Liquid Sludge when the Liquid Sludge services are provided by the Contractor.

1.5. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposal, recycling, or Agronomic Utilization of all Residuals and Non-Conforming Waste (if any) and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent

upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will promptly provide notice to Customer if it is unable to obtain or maintain applicable permits. Contractor will provide to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor with representative samples of the Residuals and information about the production and/or waste treatment process generating the Residuals, about the Residuals themselves, and about the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary in order for Contractor to manage the Residuals as contemplated herein.

1.6. Grasslands. The Contractor shall operate, or cause to be operated, Grasslands in accordance with all applicable laws, rules and regulations and in compliance with all permits issued for Grasslands by any governmental authority with jurisdiction over Grasslands. In the event that the State of Vermont establishes standards and regulations that are more restrictive than the standards set by the State of New York as they relate to the operation of the Grasslands facility or for the utilization of processed Residuals for land applications, then the Contractor shall, if requested by the Customer, use its best efforts to abide by the more stringent standards adopted by the State of Vermont for the utilization of processed Residuals for land application. If Customer requests that the Contractor operate Grasslands in accordance with more stringent Vermont standards, then the costs of abiding by such more stringent standards shall be borne by the Customer in accordance with Article 2.4.

1.7. Option to elect Disposal at the Facility. The Customer shall have the option, exercisable from time to time, upon not less than one (1) years' written notice to the Contractor, to direct that Residuals from one or more Plants, as may be identified by the Customer in each such notice (the "Opt Out Option"), not be processed at Grasslands but rather be disposed of at the Facility. In such event, the Disposal Rate for Residuals from those Plants for which the Customer has exercised its Opt Out Option shall be at the Opt Out Disposal Rate as set forth in Section 2.1.1

2. PRICE & TERMS

2.1. Rates. This Agreement is subject to the following Rates (hereinafter "Rates")

2.1.1. Base Rates.

Disposal, Other Utilization:	$70.87/wet ton
Opt Out Disposal Rate (for Residuals from Plants for which the Customer exercised an Opt Out Option):	$75.12/wet ton
Disposal Rate for Non-Conforming Waste after 90 consecutive days:	$75.12/wet ton

[Note: For the avoidance of doubt, it is intended that such Disposal Rate shall resume at the lower Disposal, Other Utilization Rate when the Residuals from such Plants are no longer Non-Conforming]

Disposal, Other Utilization/Opt out/Non-Conforming
Transportation Fuel Charge: Calculated Monthly

[NOTE: Contractor will charge for transportation fuel for transporting Residuals to the Facility for Disposal, Other Utilization as a separate rate, based upon the average monthly price for diesel fuel reported in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. This charge will be calculated as follows: Transportation Fuel Charge = Prior Month Index X number of round trip gallons (fixed at 36 gallons) ÷ number of tons/load (fixed at 27.63 tons). For example, if the Prior Month Index were $4.30 per gallon, the calculation would be as follows: Transportation Fuel Charge = $4.30 X 36 ÷ 27.63 = $5.60/ton.]

Processing/Recycling at Grasslands: $65.79/wet ton

Grasslands
Transportation Fuel Charge: Calculated Monthly

[NOTE: Contractor will charge for transportation fuel to transport Residuals to the Grasslands Manufacturing Facility for processing as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. This charge will be calculated as follows: Grasslands Transportation Fuel Charge = Prior Month Index X number of round trip gallons (fixed at 44 gallons) ÷ number of tons/load (fixed at 27.63 tons). For example, if the Prior Month Index were $4.30 per gallon, the calculation would be as follows: Grasslands Transportation Fuel Charge = $4.30 X 44 ÷ 27.63 = $6.85/ton.]

Grasslands
Operations Fuel Charge Calculated Monthly

[NOTE: Contractor will charge for fuel used in the manufacturing process as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit

"A" and incorporated as a part hereof. This charge will be calculated as follows: Grasslands Operations Fuel Charge = Prior Month Index X number of gallons per ton (fixed at 1.43 gallons). For example, if the Prior Month Index were $4.30 per gallon, the calculation would be as follows: Grasslands Operations Fuel Charge = $4.30 X 1.43 = $6.15/ton.]

Agronomic Utilization: $54.00/wet ton

Agronomic Utilization
Transportation Fuel Charge: Calculated Monthly

NOTE: Contractor will charge for fuel used in transportation of Residuals to Agronomic Sites as a separate rate, based upon the average monthly price for diesel fuel listed in the month immediately prior to Contractor's monthly billing ("Prior Month Index"), as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index"), which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. This charge will be calculated as follows: Agronomic Utilization Transportation Fuel Charge = Prior Month Index price per gallon X number of round trip gallons (based on estimated gallons) ÷ number of tons/load (fixed at 27 tons) X average number of loads per day of transportation to the Agricultural Site. The number of gallons will not be fixed, but will be determined on a site-by-site basis. The number of gallons will be determined by calculating as follows: [(the miles from Point of Origin to Plant) + ((round trip miles from Plant to Ag Utilization Site) * (average # of Trips per day to Ag Utilization Site)) + (miles to return to Point of Origin)] / 4.5 mpg. The Point of Origin is always defined as Newport, VT. For example, in the case where the agricultural utilization site is one (1) mile from the Plant, the Point of Origin is Newport, VT, and if the average number of trips per day is two (2), and if the Prior Month Index were $4.30 per gallon, then the calculation would be as follows:

Agronomic Utilization Transportation Fuel Charge = $4.30*((69) + (2*2)+69)) ÷4.5 ÷ (27.63*2) = $4.30*142÷4.5÷54=$2.51/ton

Total Solids Surcharge. A surcharge shall apply for all tons received at GMF which are lower in total solids content than **15%**. Percent solids shall be determined based upon an average of the percent solids of representative composite samples taken daily by Customer at the Plants, however, at Contractor's request and expense, percent solids shall be determined by independent laboratory analysis of such samples. The surcharge shall be at the rate of $3.63 per percentage point, and shall be calculated to the $1/10^{th}$ of a percentage point. The Total Solids Surcharge will be calculated and billed monthly.

Agronomic Utilization Analysis & Testing

Annual Cap (see Section 6.1): $9000.00

Agronomic Utilization Site Development Rate: $20,000

In the event that the existing permit for Agronomic Utilization (set to expire on March 31st, 2015) cannot be fully renewed and extended with the Vermont Agency of Natural Resources, a one-time Site Development Fee as set forth above shall be made upon securing a new permit for the Agronomic Utilization of Class B Residuals/Liquid Sludge from the Village of Essex Junction Plant. At the end of any Term, Contractor will not oppose the transfer of the land application permits to the Village of Essex Junction should this Agreement not be extended.

Class A Biosolids: $27.06/wet ton

The Contractor shall provide to the Customer and the operators of each Plant providing Class A Biosolids itemized reports detailing the Contractor's sales of the Class A Biosolids. The Contractor shall pay to the Customer fifty percent (50%) of all revenue generated from sales of Class A Biosolids. The Customer shall refer all end user requests for information about Class A Biosolids to the Contractor.

2.1.2. Demurrage. Delays greater than forty (40) minutes in loading or departure at Customer's Plant(s), when Contractor does not cause such delays, shall be billed at $108.57 per hour for time in excess of 40 minutes.

2.1.3. Minimum Load. A charge will be made for the Minimum Load as follows. If in any month the average load weight is less than 27.63 tons, the Customer shall pay to Contractor, as invoiced, a surcharge to be calculated as follows: Surcharge = (actual number of loads per month – theoretical number of loads per month) X $318.30/load. [NOTE: The Theoretical Number of Loads = total tons removed per month ÷ 27.63 tons (or 23 tons in the case of (Shelburne), which shall be calculated separately from all other Plants)]

2.1.4. Substitute or Additional Trailers. In the event that Contractor leases trailers from a commercial source or provides its own trailers in order to provide services hereunder as described in Article 1.3, and the Customer has not otherwise agreed to provide additional Containers, Contractor will charge the Customer at a fair and reasonable commercial lease rate quoted and/or invoiced by an unaffiliated third party in writing plus 15%, provided that Contractor has fulfilled its Container maintenance obligations pursuant to the Trailer Lease.

2.2. Payment Terms & Credit Approval. Contractor's payment terms are Net Thirty (30) days. Customer agrees to make payment at the office of Contractor specified on

the invoice within thirty (30) days after the date of Contractor's invoice and receipt of Contractor's back-up data. In the event Contractor has not received payment within thirty (30) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less. No late fees shall be due in the event that the Customer, in good faith, disputes any charge and provides notice to the Contractor of such disputed charge.

2.3. Inflation. Contractor will adjust all Rates hereunder annually (excluding any rates for transportation or fuel), on July 1st of each contract year at a rate equal to the most recent annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), all items, "Northeast Urban Size B/C – All Items Less Energy", as published by the United States Department of Labor, Bureau of Labor Statistics, or a successor index, for the period between June 1 of the prior year to May 31 of the current year.

2.4. Rate Adjustments.

2.4.1. Allowable Adjustments. Contractor may make the following adjustments (hereinafter "Rate Adjustments") to partially or fully cover increases in costs of Contractor's provision of services arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals, including extraordinary and atypical odors not commonly associated with Residuals in general or Residuals previously disposed of by the Contractor on behalf of the Plants and the Customer, (ii) material changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, excluding any changes in tax laws related to Contractor's business, (iii) revocation, suspension, denial or modification of any permit, license or approval. All such Rate Adjustments in this Article 2.4.1 are subject to Customer's approval.

2.4.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice delivered by certified mail of any such Rate Adjustments and the effective date thereof, together with reasonable justification therefore. If Customer does not reject such Rate Adjustment in writing within thirty (30) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, provided, however, the notice of such Rate Adjustment shall expressly state that it is subject to acceptance unless rejected within thirty (30) days). If Customer rejects such rate adjustment, Contractor shall have the right to terminate this Agreement upon seven (7) days written notice, provided that Customer shall not have the right to reject the Consumer Price Index adjustment described above. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the Contractor's adjusted rate for up

to six (6) months after Contractor's notice of the Rate Adjustment; provided, Customer notifies Contractor in writing no more fifteen days (15) after receiving Contractor's notice of the effective termination date, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

2.5. Measurement. Contractor will weigh all Residuals on a certified scale at the Contractor's Facility, Grasslands Manufacturing Facility, the Plants or other convenient location [Note: demurrage charges will be applicable in the event that utilization of such convenient scale causes Contractor delays of greater than 15 minutes, including diversion from normal route and scaling time, and charges for scale tickets will be passed through to Customer], and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report with individual scale/shipping records monthly via e-mail, regular mail or overnight delivery. The scale report includes a complete listing of the data on all the individual scale/shipping records. Contractor will promptly, within ninety-six (96) hours, report to the customer overweight loads or loads that are greater than 20% below the Minimum Load delivered to the Facility, as per Article 1.4 of this Agreement. Prior to removing Containers loaded with Residuals from Customer's Plants, representatives of both Customer and Contractor must sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards or gallons. If certified scales are not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of one thousand six hundred (1,600) pounds per cubic yard of dewatered Residuals, unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent. For Liquid sludge, the conversion to wet tons will use the following formula:

(Gallons removed X 8.34 lbs/gallon X % Solids of Liquid) ÷ 2000 = dry tons;
Dry tons ÷ 26% solids = wet tons;
26% solids used as a default when no dewatering is occurring; and
Dry tons ÷ actual % solids of sludge cake when simultaneous dewatering is occurring.

Where the gallons removed will be tracked for each load, the % Solids of the Liquid Sludge will be a gravimetric analysis taken on a flow proportional composite. There will be a floor or minimum of 3.0% for the % Solids of Liquid. The % solids of cake will be a gravimetric analysis taken on a flow proportional composite of the cake during periods when dewatered cake is being produced.

2.6. Taxes and Fees. All rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Contractor represents that, to Contractor's actual knowledge, as of this date, there are no such taxes that would be due from the Customer under this Agreement, except the Vermont State Franchise Tax. Customer shall not be liable for any taxes on account of, or measured by, income of the Contractor or arising from or related to any Environmental Credits.

2.7. Payment from Operating Revenues. Notwithstanding anything in this Agreement to the contrary, the payment of amounts due the Contractor under Article 2 hereunder are to be paid out of the ordinary annual income and revenues of the Customer. The Customer shall establish rates and charges to the owners and operators of the Plants sufficient in time and amount to meet such obligations hereunder and use diligent efforts to collect such amounts. The Customer represents that it expects to receive sufficient annual income and revenues from the owners and operators of the Plants so as to be able to meet such expected payment obligations to the Contractor. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Customer for such obligations within the meaning of any constitutional or statutory limitation which proscribes such obligation or indebtedness. Contractor may suspend services hereunder upon thirty (30) days written notice to Customer if Customer fails to reasonably demonstrate within such thirty (30) day period that Customer has or will have sufficient income and revenues set forth above to pay amounts that will be due to Contractor for performance of services during the ensuing six month period. Nothing in this Article shall prevent Contractor from exercising the rights to terminate this Agreement or suspend services for Customer's failure to pay Contractor as elsewhere provided in this Agreement.

3. RESIDUALS QUALITY & QUALITY STANDARD

3.1. Quality Standard. Customer warrants that the Residuals and Liquid Sludge identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals and Liquid Sludge shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement as demonstrated by any methods acceptable to authorities with jurisdiction. Customer will provide Residuals that meets the permit requirements for acceptance at Grasslands as outlined in Exhibit C. Customer will provide Residuals and Liquid Sludge that are not frozen and are free, in all material respects, from any trash or hazardous waste. Except for Liquid Sludge, the dewatered Residuals will have no free liquid, will pass the "Paint Filter Test" as required by Vermont Department of Conservation for disposal, and will have a minimum total solids concentration of greater than fifteen percent (15%). Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All dewatered Residuals and Liquid Sludge generated at the Plants that fail to meet the applicable Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste at Grasslands and can charge the higher Non-Conforming Base Rate at the Facility if the dewatered Residuals cannot achieve the Quality Standard for Grasslands as described in Exhibit C within 90 days, provided that the Residuals meet the applicable Quality Standard at the Facility. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. If required under applicable law, Customer shall provide Contractor with a Material Safety Data Sheet (MSDS) referencing the Residuals and Liquid Sludge, and Contractor will assist Customer in preparation of such MSDS.

3.2. Changes in Quality. Customer will use reasonable efforts to notify Contractor ninety (90) days in advance of any change in treatment process at the Plants that could materially affect the quality of the Residuals.

4. TITLE

4.1. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plants. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

4.2. In the event that any of the practices or work performed by the Contractor further governmental and/or non-governmental environmental policy such that offsets, credits, tax effects and the like (hereinafter "Environmental Credits") are applicable to, or may result from, the performance of this Agreement, Contractor retains the right, title and benefit to such Environmental Credits, and Customer will cooperate with Contractor, at Contractor's sole costs and expense, in providing documentation as may be reasonably necessary to obtain such Environmental Credits.

5. QUANTITIES

5.1. Customer is not obligated to provide a minimum quantity of Residuals or Liquid Sludge to Contractor; however, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plants (subject to the further provisions of this Section 5.1 and Section 5.2 below). The Village of Essex junction, VT WWTP may provide up to one million three hundred thousand (1.3 million) gallons, more or less, of Liquid Sludge per year to Contractor for Agronomic Utilization. Notwithstanding the foregoing, Customer shall be permitted, in its sole discretion, to retain up to 35 dry tons of Residuals per year (the "Retained Residuals") for purposes of development of new treatment and disposal technologies, including, without limitation, dewatering techniques and processes, achieving Class A biosolids designation and other processes that could benefit Customer or the Plants; in connection with such activities, the parties acknowledge that Customer may engage other parties to handle, process and/or dispose of the Retained Residuals.

5.2. Contractor shall not be required to remove more than 145 wet tons per operating day, 580 wet tons per calendar week, 1,800 wet tons per calendar month, 17,000 wet tons per calendar year, five full trailers per day or twenty full trailers per week. To the extent Contractor refuses to remove any Residuals from the Plants, Customer shall be free to provide the removal of such Residuals by any other means available.

6. LABORATORY ANALYSES & TESTING

6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by applicable laws and regulations for the uses contemplated in this Agreement, including those required by the Facility, Agronomic Utilization, GMF and Plants' permits. Contractor and Customer will promptly provide to each other all laboratory analyses and information which they obtain about the Residuals and

which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement. Contractor will provide Customer with thirty (30) days written notice of when laboratory analysis of Residuals is needed to maintain compliance with all applicable laws and regulations for the uses contemplated in this Agreement. If Customer does not provide the analysis by the notice date, Contractor shall have the right to collect a sample of the Residuals for analysis, test it, and charge the Customer for the expense on a cost plus 15% basis. Customer will reimburse Contractor for costs of laboratory analyses, groundwater monitoring, and other testing required for obtaining and maintaining permits for Agronomic Utilization up to an annual dollar limit (the "Agronomic Utilization Analysis & Testing Annual Cap"). Contractor will not conduct such analyses or tests for the purposes of Residuals management by Agronomic Utilization without prior written approval by Customer. Customer will respond promptly to Contractor's requests for such approval.

7. TERM, TERMINATION & SURVIVAL

7.1. Term & Routine Termination. The Initial Term of this Agreement shall expire December 31, 2018 (the "Initial Term"). At the conclusion of the Initial Term, the term shall be automatically extended for additional five (5) year terms, unless either party provides written notice of non-extension to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least twelve (12) months prior to the expiration of the Initial Term or any subsequent extension term.

7.2. Possibility of the Right of First Refusal for New Technology. During the term of this Agreement, the Customer may decide to design, build, own, and operate new technologies and/or equipment, including but not limited to anaerobic digestion systems, gasification facility or a composting facility, for the management of its wastewater and/or Residuals (the "Work"). Customer may elect to design, build and/or operate such equipment or technologies on its own, or to pay a third party to do so. In the event that the Customer makes such a decision to conduct the Work, then Customer may: i) provide Contractor with accurate information regarding Customer's schedule to start-up operations of such new technology and/or equipment and, ii) if the Customer decides to have the new technologies and systems operated by a third party, then, at the same time, Customer may offer to Contractor the right of first refusal to operate according to Customer's terms and/or according to the same pricing, terms and conditions as those offered by a third party and acceptable to the Customer; provided, however, that the Customer shall not be obligated to enter into any contract with the Contractor if the Customer determines that (i) the Contractor does not have the experience, financial capability, or qualifications to operate such new technologies and equipment, or (ii) that the design and/or operation is proprietary and the facilities can only be operated by those who have sufficient licenses and rights to use such technology, or (ii) the operation of such technology is a component of a larger project for managing solid waste and the Customer has determined to utilize the services of a third party for such project. If Contractor declines to accept the rights of first refusal described above within ninety (90) days of the offer, then Customer may terminate this Agreement upon at least two (2) years and six (6) months written notice. It shall not be considered new technology and Work for purposes of this Agreement if the Customer merely implements improvements to its existing

facilities to reduce the water content or quantity of Residuals, if such Residuals are managed in the same manner as of the effective date of this Agreement.

7.3. Termination for Bankruptcy. Either party may terminate this Agreement by giving written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it (and not stayed within 90 days).

7.4. Termination for Proposed Rate Adjustment. If Contractor increases the rates hereunder pursuant to Subsection 2.4, and Customer rejects such rate increase pursuant thereto, Contractor may terminate this Agreement at any time thereafter effective upon seven (7) days written notice to Customer. However, if Contractor so terminates this Agreement, then Customer may extend the Agreement at the increased rate as set forth in Section 2.4.

7.5. Termination for Breach of Agreement. Either party may cancel or terminate this Agreement ("terminating party") as a result of the other party's failure to substantially perform its obligations hereunder ("breaching party") provided that such failure continues for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing; provided, however, that where such failure does not involve payment of money and cannot reasonably be cured within such thirty (30) day period, the terminating party may not cancel or terminate this Agreement if the breaching party cures such failure within such thirty (30) day period, or within a mutually agreeable time period thereafter. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services until all past due amounts are paid.

7.6. Termination Due to Force Majeure. Either party may terminate by giving ten (10) days written notice to the other party claiming Force Majeure if the other party has failed to substantially perform its obligations hereunder due to Force Majeure for a period of thirty (30) consecutive days or more.

7.7. Effect of Termination on Payment. No termination of this Agreement shall have any effect upon Contractor's right to receive payment under this Agreement for services rendered prior to the effective date of such termination.

7.8. Survival. The provisions of Article (4) *Title*, Article (8.3) *Audits*, Article (11) *Indemnification*, Article (10.2) *Environmental Impairment Insurance,* and Article (12) *Non-circumvention, Confidentiality & Intellectual Property* of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

7.9. Exception to Term for the City of South Burlington. The City of South Burlington participation in this Agreement with the Customer will terminate September 30, 2015. At that time, the Customer's and the Contractor's respective obligations under this Agreement will no longer be applicable as they relate to the management or disposal of Residuals or Class A Biosolids from the South Burlington Plants: Airport Parkway, and Bartlett Bay. In the event that South Burlington elects to extend its agreement with the

Customer, however, the Customer will notify Contractor in writing of its desire to continue working with Contractor for the South Burlington Plants. If such notice is provided on or before March 30, 2015, then Contractor shall continue to manage the South Burlington Class A Biosolids and South Burlington Residuals under the terms of this Agreement for the balance of the remaining Term. If such notice is provided by the Customer after March 30, 2015, then the Contractor shall have the right to determine whether or not to continue to manage the Residuals and Class A Biosolids from the South Burlington Plant after the September 30, 2015 date, such determination to be made within 60 days of the date of the Customer's notice.

8. COMPLIANCE WITH LAW AND RECORDKEEPING

8.1. Compliance. Contractor and Customer agree to comply with all applicable laws and regulations during the performance of their respective responsibilities under this Agreement.

8.2. Records. Contractor and Customer shall keep adequate books, records and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting practices, pertaining to performance of the services required by this Agreement, including, without limitation, correspondence, instructions, plans, receipts, vouchers, and other memoranda.

8.3. Audits. Contractor agrees to permit, at all reasonable times, duly authorized representatives of Customer to inspect and have access to the books, records and documentation referenced herein, which directly relate to the performance of this Agreement, for the purpose of auditing and verifying the performance of services pursuant to this Agreement, the charges for such services, and the maintenance of records related to such services. Such access by Customer's representatives shall include the right to discuss such documentation with Contractor's personnel having knowledge of their contents and the right to copy such documentation. Contractor and Customer shall preserve all documentation pertaining to the services required by this Agreement for a period of three (3) years following completion of the services rendered by Contractor to Customer to which the documentation pertains or for any greater period of time required by law.

9. FORCE MAJEURE

9.1. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, community opposition, war, fire, acts of God, injunction, compliance with changes in any law, regulation or order of any governmental body or any instrumentality thereof or with any changes in interpretation or the manner of enforcement thereof, the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals ("Force Majeure"); provided, however, that any party asserting Force Majeure shall give prompt written notice thereof to the other party and shall act diligently to resume performance at the earliest practicable time.

10. INSURANCE; GUARANTY

10.1. Comprehensive Insurances. Contractor and Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile liability insurance (including MCS 90 endorsement covering sudden pollution endorsement) and Commercial General liability insurance, naming the other party as additional insured and including bodily injury, property damage, and contractual liability with policy limits of not less than $1,000,000 combined single limit, each occurrence. Contractor shall also carry such insurance as may be required by law. With respect to trailers leased by Customer to Contractor, Contractor's Automobile liability policy will name Customer as additional insured/loss payee.

10.2. Environmental Impairment Insurance. Contractor also agrees to furnish, upon request, certificates attesting to the existence of environmental impairment insurance applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording this required coverage shall be written in an amount of at least $1,000,000 per loss with an annual aggregate of at least $2,000,000 and by an insurer reasonably acceptable to Customer. If coverage of environmental impairment insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Agreement is completed. Such obligation shall survive termination of the Agreement.

10.3. Guaranty. Contractor's parent corporation, Casella Waste Systems, Inc., has guaranteed the obligations of Contractor under this Agreement pursuant to separate instrument of guaranty.

11. INDEMNIFICATION

11.1. Indemnity by Contractor. Contractor will indemnify and hold Customer and its member municipalities harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including Customer's employees and employees of third parties operating the Plants, to the extent caused by or resulting from; (i) the negligence or willful misconduct of Contractor, its agents, subcontractors or employees; or (ii) Contractor's breach of this Agreement or (iii) failure of Grasslands or the Facility to be in compliance with applicable law, permits, rules and regulations. This Section 11.1 shall be inapplicable to the extent that the loss, damages, suits, penalties, costs, liabilities and/or expenses result from the Customer's provision to Contractor of Nonconforming Waste. In any instance in which Customer claims indemnity under this Section 11.1, Contractor shall have the right, but not the duty, to defend Customer in (and control the defense of) any litigation arising out of the occurrence from which Customer claims that Contractor's indemnity obligation exists.

11.2. Indemnity by Customer. Customer hereby agrees to indemnify and hold Contractor, and any third party handler, treater, utilization site or disposer, harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Contractor's property, and injuries to or death of persons, including Contractor's employees, to the extent caused by or resulting from; (i) Customer's negligence or willful misconduct; or (ii) Customer's provision to Contractor of Nonconforming Waste or any other breach of this Agreement by Customer. In any instance in which Contractor claims indemnity under this Section 11.2, Customer shall have the right, but not the duty, to defend Contractor in (and control the defense of) any litigation arising out of the occurrence from which Contractor claims that Customer's indemnity obligation exists.

11.3. Special and Consequential Damages. Notwithstanding the provisions of Section 11.1 and 11.2, neither Customer nor Contractor shall be liable for any special or consequential damages sustained by the other in connection with their respective performance or non-performance under this Agreement.

12. NON-CIRCUMVENTION , CONFIDENTIALITY AND INTELLECTUAL PROPERTY

12.1. Upon termination of this Agreement (except solely due to breach by Contractor or termination pursuant to Section 7.3, 7.4, 7.5 or 7.6), and provided Contractor is not then in material breach of its obligations hereunder, Customer agrees that it shall not, directly or indirectly, induce any manager, operator, lessee, or owner of Used Sites to accept Residuals from Customer for Agronomic Utilization or other beneficial utilization, for a period of one (1) year from such termination. "Used Sites" shall mean sites used, or permitted, or for which applications were submitted which are administratively complete (or equivalent), by Contractor or its representatives, to receive Residuals under this Agreement for Agronomic Utilization or other beneficial utilization. The period of time set forth above in this Article shall be extended for a period equal to the time any litigation instituted by Contractor to enforce the provisions hereof remains pending. If the provisions of this Article are violated, in whole or in part, Contractor shall be entitled, without prejudice to any other remedies Contractor may have at law or in equity, to a temporary restraining order or preliminary injunction to restrain and enjoin Customer from such violation. In the event that the provisions of this Article should ever be deemed to exceed the scope of business, time or geographic Limitations permitted by applicable law, then such provisions shall be and are hereby reformed to the maximum scope, time or geographic limitations permitted by such applicable law. The provisions of this Section 12.1 shall not be applicable to the City of South Burlington and any Residuals or Class A Biosolids from the South Burlington Plants.

12.2. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, subject to limitations of applicable law and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed.

12.3. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright

registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use in performance of this Agreement without any additional charge, compensation or consideration therefor.

13. ASSIGNMENT

13.1. This Agreement is assignable only with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that such consent shall not be unreasonably withheld, nor required in the event of (i) assignment to an affiliate or subsidiary of Contractor, so long as the Contractor's parent corporation, Casella Waste Systems, Inc., continues to guarantee the obligations of Contractor, or (ii) assignment by Customer solely for the purpose of financing the Plants.

14. NOTICES

14.1. General Notices. Notices of conditions or situations affecting services hereunder shall be given verbally or in writing or by e-mail (subject to return confirmation of receipt) between designated operating personnel of Customer and Contractor. All other notices shall be given in writing to the parties at their respective addresses shown above, either by personal delivery or certified mail, return receipt requested, and in the case of Contractor, to the attention of the General Manager.

14.2. Indemnification. With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following, the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming a right to indemnity shall assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

15. GOVERNING LAW

15.1. This Agreement shall be governed and construed by the laws of the State of Vermont.

16. SEVERABILITY

16.1. If any of the provisions of this Agreement or any portion thereof, or the application thereof, to any particular person or circumstance, is held to be invalid by a Court of competent jurisdiction, or arbitrator, the remainder of this Agreement, including the remainder of any such provision, and the applications thereof, shall not be adversely affected thereby.

17. INDEPENDENT CONTRACTOR

17.1. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

18. ENTIRE AGREEMENT

18.1. This Agreement together with the Trailer Lease constitute the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by both parties.

19. EFFECTIVE DATE

19.1. This Agreement shall become effective as of the latest date of execution herein (the "Effective Date"), provided that the Customer receives the approval of this Agreement from its member communities that operate Plants. In the event that the Customer does not obtain such approval by March 31, 2014, either the Customer or the Contractor may, upon notice sent within 10 days of such date, terminate this Agreement or, if agreed to by the Customer and the Contractor in writing, may remove from the scope of this Agreement those Plants for which the Customer has not obtained the approval by such respective member municipality.

Executed and agreed as of the day and year last written below.

CONTRACTOR

NEW ENGLAND WASTE SERVICES OF ME, INC., d/b/a CASELLA ORGANICS

By: _____
Name: Jonathan Kilbourn
Title: Vice President
Dated as of December 23, 2013

CUSTOMER

CHITTENDEN SOLID WASTE DISTRICT

By: _____
Name: Thomas Moreau
Title: General Manager
Dated as of December 23, 2013

TRAILER LEASE AGREEMENT

TRAILER LEASE AGREEMENT made as of this thirtieth day of December, 2013 (the "Trailer Lease") by and between the CHITTENDEN SOLID WASTE DISTRICT, a union municipal district formed under the laws of the State of Vermont ("Lessor") with an office at 1021 Redmond Road, Williston, VT 05495 and New England Waste Services of Maine Inc. d/b/a Casella Organics ("Lessee") with an office at 135 Presumpscot Street #1, Portland, Maine 04103.

WHEREAS, the Lessor and Lessee are parties to the Residuals Management Agreement dated December 23, 2013, (as the same may be amended or supplemented, the "Residuals Management Agreement");

WHEREAS, the Residuals Management Agreement provides that the Lessor shall obtain, and lease to the Lessee, an adequate number of trailers for the hauling of Residuals under and in accordance with the Residuals Management Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Agreement. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the equipment (hereinafter referred to collectively as "Leased Equipment") described in Schedule I, attached hereto, together with any additional items of equipment described in additional Schedules, which may hereafter be attached hereto or incorporated herein by reference, upon the terms and conditions set forth in this Trailer Lease, supplemented, if applicable, by the terms and conditions set forth in the appropriate Schedule identifying any additional items of equipment to be leased by Lessor to Lessee under the terms if this Trailer Lease. In the event of any conflict between this Trailer Lease and the Residuals Management Agreement, the Residuals Management Agreement shall govern.

2. Term. The lease for each item of Leased Equipment shall commence on the date hereof as to the items identified on Schedule I and shall continue for the term set forth in the Residuals Management Agreement (without regard to any early termination applicable only to the Plants in South Burlington and Essex Junction Vermont), provided that the Leased Equipment meets the United States and Canadian standards to be legally operated in those jurisdictions for the term of the Residuals Management Agreement.

3. Rental Payments. The Lessee will pay the Lessor, as rental for the use of the Leased Equipment, annual payments in advance during each year of the lease term in the amount of $1.00. Rent shall be paid to the Lessor within thirty days of receipt of invoice at its address as set forth above or at such other place as may be directed by the Lessor in writing. In addition, Lessee shall be responsible for the costs of certain preventive maintenance obligations as set forth herein.

4. Title to Equipment.

4.1 Each item of Leased Equipment shall at all times be the sole and exclusive property of the Lessor and the Lessee shall not have any rights or property interest therein except as lessee under this Trailer Lease.

4.2 The Lessee may not assign any right in or interest to any item of Leased Equipment or permit any lien or encumbrance to exist thereon other than liens and encumbrances placed thereon by the Lessor or persons claiming against the Lessor.

4.3 All items of Leased Equipment shall at all times remain personal property.

4.4 The Lessor shall be permitted to display notice of its ownership by affixing to each item of Leased Equipment an identifying stencil, plate, or any other indication of ownership.

5. Use.

5.1 Each item of Leased Equipment shall be used by the Lessee solely to transport Residuals under and in accordance with the Residuals Management Agreement. With the prior approval of the District, the Lessee may use the Leased Equipment for transporting other materials under the terms and conditions of the Residuals Management Agreement. The Lessor shall have the right, upon notice to the Lessee, to use any item of Leased Equipment then not used or needed by Lessee to perform its obligations under the Residuals Management Agreement.

5.2 The Lessee will not use, maintain, or store any item of Leased Equipment improperly, carelessly, or in violation of this Trailer Lease or of any applicable regulatory laws or regulations of any governmental agency.

5.3 Each unit of Leased Equipment shall be operated by competent and qualified personnel in compliance with all applicable laws and the Residuals Management Agreement.

6. Inspection and Return.

6.1 The Lessor shall have the right, upon reasonable prior notice to the Lessee and during the Lessee's regular business hours, to inspect each item of Leased Equipment at the premises of the Lessee where such item is located.

6.2 Upon the termination of this Trailer Lease with respect to any item of Leased Equipment, such item shall be returned at the Lessee's expense at its address set forth above or any other address in Chittenden County, Vermont identified by a written notice to the Lessee from the Lessor.

7. Maintenance and Repair.

7.1 The Lessor will maintain each item of Leased Equipment and all additions, attachments, and accessories thereto in good mechanical condition and working order at all times, and in accordance with the manuals listed in Appendix 1, suggested lubrication schedules, and by normal industry standards. (hereinafter, "Preventive Maintenance"). Preventive Maintenance includes routine maintenance such as replacement of tires, brake shoes, lubrication, vehicle inspection and monthly pressure washer cleaning of each trailer. The Lessee shall be responsible for the costs of Preventive Maintenance, provided that the Lessee shall only be responsible for paying the costs of the specific Preventive Maintenance items listed in the table in Appendix 2.

The Preventive Maintenance shall be determined by vehicle inspection performed by a maintenance and inspection contractor as determined by the Lessor, with inspections conducted on a monthly basis. Trailer inspections shall be scheduled 5 working days in advance of inspection by the Lessee . Lessee shall make each trailer available for inspection for a minimum of 24 hours. Upon determination of the Preventive Maintenance by the inspection contractor, the Lessee shall allow adequate time to perform said maintenance as determined by the inspection contractor. If the vehicle inspector

determines that a repair or a replacement of equipment is needed that is not within the category of Preventive Maintenance, as set forth above and in the manuals listed in Appendix A, then such corrective costs shall be the responsibility of the Lessor.

The Lessee shall not operate the Leased Equipment if Lessee determines that such operation would be deemed unsafe or if Leased Equipment is determined by Lessee not Fit for Service pursuant to the Residuals Management Agreement (Article 1.3). If the Lessee makes such a determination, Lessee shall immediately notify the Lessor who will be responsible to return the Leased Equipment to a safe and operable condition necessary to efficiently and safely perform the work pursuant to the Residuals Management Agreement. Lessor will be responsible to pay for the substitute replacement equipment if required during extended repairs.

All corrective maintenance repair costs are to be billed to, and paid by, Lessor. All Preventive Maintenance costs items listed in the table in Appendix 2 will be billed to, and paid by, the Lessee. There will be no charges by Lessee for those repair costs incurred directly by Lessor.

7.2 If any part or accessory of any item of Leased Equipment shall from time to time become lost, destroyed, damaged beyond repair or otherwise rendered unfit for use, beyond normal wear and tear, while in use or possession by the Lessee or its subcontractors, the Lessee, at its own expense, shall, within a reasonable time, replace or cause to be replaced such part or accessory, unless such damage is caused by the Lessor or due to defects in the Leased Equipment. All replacement parts and accessories shall immediately become the property of the Lessor for all purposes. All replacement parts shall be from the original equipment manufacturer (OEM) unless permission for non-OEM parts is obtained from the Lessor. The Lessor shall, to the extent transferable, grant the Lessee all warranty privileges associated with components, afforded to the Lessor from the manufacturers of the Leased Equipment. Upon termination of this Trailer Lease, Lessee shall return the Leased Equipment to the Lessor; provided, however, components need not be new but shall be in good mechanical condition and in working order.

7.3 Lessee may from time to time add further parts or accessories to any item of Leased Equipment, provided such addition does not affect or impair the value, utility, or structural integrity of such item. Any part or accessory so added, if not required as a replacement under Section 8.2 below, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Leased Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

7.4 Upon the immediate need for trailer repair, where such repair must be performed at a location where it is not practical to return the Trailer to Lessor's designated contractor, then the Lessee shall select the contractor for such repair. The Lessor shall reimburse the Lessee for any corrective maintenance charges plus 15% for such immediate repair.

8. Risk of Loss and Insurance.

8.1 All risk of loss or damage to each item of Leased Equipment, while in use or possession by Lessee or its subcontractors, shall be borne by the Lessee.

8.2 The Lessee shall, at Lessee's expense, keep each item of Leased Equipment insured, at its full replacement value, against fire, theft, damage, or destruction and public liability risks in amounts of not less than $1,000,000 and with insurance carriers qualified to do business in the state in which the item of equipment is located, with the Lessor named as an additional insured/loss payee, for Lessee's indemnification obligations under Section 11.1. The Lessee shall deliver to the Lessor the policies or evidence of insurance satisfactory to the Lessor. The failure of the Lessee to secure or maintain such insurance shall constitute a breach under this Trailer Lease and the Lessor may, but shall not be obligated to

obtain such insurance, the cost of such insurance to be paid forthwith to the Lessor by the Lessee.

9. Damage to Equipment. The Lessee shall have the responsibility for the repair or replacement of any damaged item of Leased Equipment with parts or equipment of equal value and use with equivalent specifications as approved by Lessor (such approval not to be unreasonably withheld). The Lessee shall repair or cause such item to be repaired or replaced promptly after the damage. All repairs to the Leased Equipment shall be with parts from the original equipment manufacturer (OEM) unless permission for non-OEM parts is obtained from the Lessor. Should an item of the Leased Equipment be substantially damaged by fire or other casualty so that it is substantially unsuitable for its intended use, the Lessor may elect to retain insurance proceeds in lieu of Lessee's obligation to repair or replace such item of Leased Equipment. Lessee shall only be responsible for loss or damage while the Leased Equipment is in use or possession of Lessee or Lessee's subcontractors.

10. Taxes; Licenses; Fees. Lessee shall pay for any motor vehicle inspection fees. Lessee shall pay all charges, except for those assigned to the Lessor herein, for the use and operation of the Leased Equipment by Lessee and its subcontractors. The Lessee will register in Vermont the Leased Equipment and pay all registration fees for each item of Leased Equipment, including any fees for registration as a solid waste hauler. Lessee shall cause the Leased Equipment to be inspected as may be required by applicable law.

11. Indemnity.

11.1 The Lessee shall indemnify, protect, and hold harmless the Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever nature, arising out of the use or operation of any item of Leased Equipment by Lessee and/or its subcontractors, except for such losses, damages, injuries, claims, demands and expenses Lessee proves to be caused by a breach of warranty or defect of a structural item.

11.2 The Lessee shall have the right, but not the duty, to defend Lessor in (and control the defense of) any litigation arising out of the occurrence from which the Lessor claims that the Lessee's indemnity obligation exists.

11.3 The indemnities herein provided for shall continue in full force and effect notwithstanding the termination of this Trailer Lease, whether by expiration of time, by operation of law, or otherwise.

11.4 The Lessee is an independent contractor and nothing contained in this Trailer Lease shall authorize the Lessee or any other person to operate any item of Leased Equipment so as to incur or impose any liability for or on behalf of the Lessor.

12. Assignment and Sublease. The Lessee may sublet any item of Leased Equipment for the purposes of carrying out the Lessee's obligations pursuant to the Residuals Management Agreement, and every such sublease, shall be subject to the terms of this Trailer Lease and shall in no event relieve the Lessee of its obligations hereunder. Except as set forth above, neither party shall assign this Trailer Lease without the written consent of the other party.

13. Lessor's Warranties.

13.1 As to each item of Leased Equipment to be leased hereunder, the Lessor warrants that:

(a) it is and will be the sole and absolute owner thereof;
(b) it has the right to lease the same to the Lessee;
(c) it will do nothing to disturb the Lessee's full right of possession and enjoyment thereof and

the exercise of all of the Lessee's rights with respect thereto as provided by this Trailer Lease; and

(d) it complies with all applicable laws, rules and regulations.

Except as expressly set forth above, the Lessor makes no other warranties, express or implied, and Lessor hereby disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

14. Lessor's Default.

14.1 Should the Lessor fail or be unable to perform its obligations hereunder; or should the Lessor's interest in any item of Leased Equipment be levied upon, or taken in execution of any judgment; or should the Lessor become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or a receiver, or a trustee or receiver is appointed for the Lessor or a substantial part of its property without its consent, or if bankruptcy, reorganization, arrangement, insolvency; or liquidation proceedings are instituted by or against the Lessor, then, and in any such event, the Lessee shall have the option, either:

(a) to terminate this Trailer Lease and to purchase the equipment at its fair market value either as agreed upon by the parties or by arbitration before an arbitration panel chosen by the Boston Office of the American Arbitration Association; or

(b) notwithstanding such default or insolvency, to continue rental payments until the expiration of the term of the Trailer Lease for each item of Leased Equipment.

Each item of Leased Equipment shall, upon full payment under option (a), become the Lessee's property without further payment or cost. In such event, the Lessor shall execute such assignment or other documents as may be required to transfer all right, title, or interest therein to the Lessee.

15. Lessee's Default.

15.1 The following events shall each constitute "events of default" on the part of the Lessee hereunder:

(1) the failure of the Lessee to pay any installment of rental within 15 days after the date on which the same becomes due;

(2) any breach or failure of the Lessee to observe or perform any of its other obligations hereunder and the continuance of such default for 30 days after notice in writing to the Lessee of the existence of such default;

(3) the insolvency or bankruptcy of the Lessee or the making by the Lessee of an assignment for the benefit of creditors, or the consent of the Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for the Lessee or for a substantial part of its property;

(4) the institution by or against the Lessee of bankruptcy, reorganization, arrangement, or insolvency proceedings; or

(5) Any event of default under the Residuals Management Agreement which remains unremedied or uncured after the expiration of any applicable grace period.

If, during any cure period afforded to the Lessee, the Lessor is unable to remove, or cause to be

removed, Residuals under the Residual Management Agreement, Lessor may seek to obtain other items of equipment for such purpose and Lessee shall be responsible for any increased costs or damages incurred by the Lessor.

15.2 Upon the occurrence of any such event of default, the Lessor may, at its option, and without notice to or demand on the Lessee:

(1) declare this Trailer Lease in default and thereupon all Leased Equipment and all rights of the Lessee therein shall be surrendered to the Lessor;

(2) by its agents, take possession of the Leased Equipment wherever found, with or without process of law, and for this purpose may enter upon any premises of the Lessee without liability for suit, action, or other proceeding by the Lessee and remove the same;

(3) hold, use, sell, lease, or otherwise dispose of the Leased Equipment or any item thereof or keep any of them idle if the Lessor so chooses, without affecting the obligation of the Lessee as provided in this Trailer Lease; or

(4) pursue all other available remedies at law or in equity.

15.3 If the Lessee fails to surrender any item of Leased Equipment as provided in Section 15.2 above, or converts or destroys any item of Leased Equipment, the Lessor may hold the Lessee liable for a sum equal to the fair market value, as set forth in Schedule III, which the Lessee shall forthwith pay the Lessor.

16. Invalid Provision. Any provision of this Trailer Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Trailer Lease.

17. Construction. The validity, construction, and enforcement of this Agreement shall be governed by the laws of the State of Vermont.

18. Complete Agreement; Amendments to be in writing. This Trailer Lease and the Schedules executed by the parties, together with the Residuals Management Agreement, constitute the entire understanding between the parties hereto, with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Trailer Lease will be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF the Lessor and the Lessee have caused this Trailer Lease to be duly executed as of the date first above written.

Lessor:

CHITTENDEN SOLID WASTE DISTRICT

_____ By: _____
Witness General Manager

Lessee:

NEW ENGLAND WASTE SERVICES OF MAINE INC.
D/B/A CASELLA ORGANICS

_____ By:_____
Witness Its Duly Authorized Agent

State of Vermont
Chittenden County, ss

At Burlington, this _____ day of December 2013, personally appeared Thomas Moreau, General Manager and duly authorized agent of Chittenden Solid Waste District and he acknowledged this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of Chittenden Solid Waste District.

Before me, _____
Notary Public
My Commission Expires: 2/10/2015

State of Vermont
Chittenden County, ss

At Burlington, this _____ day of December 2013, personally appeared _____, duly authorized agent of New England Waste Services of Maine, Inc., and he/she/they acknowledged this instrument by him/her/they sealed and subscribed, to be his/her/their free act and deed and the free act and deed of New England Waste Services of Maine, Inc.

Before me, _____
Notary Public
My Commission Expires:

SCHEDULE I

Description of Equipment

Seven (7) East Manufacturing Corp. Aluminum Frame and Body Dump Trailers

Serial Numbers:

1E1D2U38-1XRG25913 1
E 1 D2U3 8-1 XRG25914
1E1D2U38-1XRG25915
1E1D2U38-1XRG25916
1E1D2U38-1XRG25917
1E1D2R38-X3RJ32686
IE1D2U38XERO50687

The specifications for each unit are attached as part of Schedule I.

This schedule and its terms and conditions are incorporated by reference in the Trailer Lease Agreement between the parties dated as of December 23 , 2013.

Appendix 1

Operation and Maintenance Service Manuals

1. EAST Manufacturing Corp.
   - Dump Equipment; Operation & Service Manual, AA/16211500/8-97
   - Hardware Parts Catalog; Volume 1, October 1991
   - Hydraulic Parts Catalog; Volume 2, June 1996
   - Suspension Parts Catalog; Volume 3 form #089/0BF/500/7/97
   - Body Parts Catalog; Frame Type Aluminum Dump Trailer, Volume 4, MWC NHP 452 2/95
   - Electrical Parts Catalog; Volume 5,

2. Hendrickson Trailer Suspension Systems:
   - Trailer Air Suspensions Service Guide 10/08/91
   - Technical Guide 1992
   - Technical Publication "Quik-Align" lit # H313 August 1997 Alignment Procedures
   - Technical Publication "Quik-Align" lit # H313-1 August 1997 Adjustment Procedures
   - Technical Publication "Intraxx Suspension System" #L496 May 1996 Wheel-End Maintenance Procedures
   - HT Series "Operator's Guide" form # L-53 10/31/90
   - Parts Catalog H614 March 1998

3. Meritor Wabco
   - Easy Stop Trailer ABS; Maintenance Manual No. 33, Revised 4-98, 16579/24240

NOTE: Lessor approves of the use of retread tires on all Leased Equipment but reserves the right to timely approve a minimum quality or equivalent standard.

SCHEDULE III

Chittenden Solid Waste District
Trailer Lease - Fair Market Value

Fair Market Value is established below for the Listed Equipment for the first year of the term of the Residuals Management Agreement. Thereafter, in each month of June, Lessee will conduct an appraisal of all Leased Equipment using a professional appraiser designated by Lessor, or if none is designated, a professional appraiser of its own choosing. The results of such appraisal shall then be substituted for the values established below in the second year of the term and for the appraised values of the prior year in the third and subsequent years of the term. Additional trailers that may be provided by the Lessor as Leased Equipment shall be valued in the same manner beginning with the first date of service and shall be reappraised according to the same schedule and in the same manner as applies to all Leased Equipment. Appraised values shall be considered applicable throughout the year following the appraisal. Lessor is responsible for the costs of appraisal which shall be paid directly by the Lessor to the appraiser.

For Trailers:	Fair Market Value:
IEID2U38-IXRG25913	$10,000
IEID2U38-I XRG25914	$10,000
IEID2U38-IXRG25915	$10,000
IEID2U38-IXRG25916	$10,000
IEID2U38-IXRG2591 7	$10,000
IEID2R38-X3RJ32686	$10,000
IE1D2U38XERO50687	$60,000

Exhibit A

The Prior Month Fuel Index Price can be located on the internet at:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp

EXHIBIT B

Trailer Lease

EXHIBIT C
Table of Standards for Disposal Facility, Grasslands Compost Facility and Agronomic Utilization

casella WASTE SERVICES	**Approval Number:**

SPECIAL WASTE RENEWAL FORM

Company Generating Waste:	Address of Facility Generating Waste (Street, City, State, Zip): Phone Number:

Description of Waste (debris-containing, composition, uniform or mixture, etc.):

Uniform Municipal Wastewater Treatment Plant Sludge.

Expected Annual Amount of Waste To Be Delivered: _____tons/year. If differs from original estimated, approved tonnage – please provide explanation.

Hauler Name	Address	NYSDEC Permit No.	Telephone No.
Mr. Bults Inc	403 Landfill Lane Coventry, VT 05825		802-334-1784

Have there been any changes in the wastestream especially in regards to production, composition or materials since the original approval number was issued?

If yes, Please Explain:

NOTE: If analytical data is required for the wastestream, new data is requested every three years. If the materials are tested more frequently, please append the data to this submittal

GENERATOR CERTIFICATION

I hereby certify that (1) all information submitted on this form and on supplemental materials is complete and accurate to the best of my knowledge and ability to determine; (2) the information provided herein, including any supplemental information, such as laboratory analytical, MSDS, etc., accurately describes the waste stream to be delivered to the facility and that all known or suspected hazards have been disclosed. I understand that, once the waste stream is approved by Casella based on this information, any deviation in the source, composition, constituents or characteristics of the waste stream from the information described herein may render the waste stream unacceptable for disposal, at the sole discretion of Casella. I further understand that any deviation from the information contained herein will require immediate notification to the disposal facility and cessation of disposal.

Generator's Authorized Representative - Signature:	**Print name:**	**Print Title:**	**Date:**

CASELLA ORGANICS™

SPECIAL WASTE CHARACTERIZATION PROFILE

Facility Location

☒ Grasslands, Inc.
283 Smith Road
Chateaugay, NY 12920
Ph: 518-497-6496
Fax:

1) Company Generating Waste	Address of Facility Generating Waste (Street, City, State, Zip)		County of Origin
2) Representative of Generator	Mailing Address of Representative	Telephone No.	Fax No.

3) Description of Facility/Process Generating Waste (describe the process(es) that generate the waste)

4) Description of waste (debris-containing, composition, uniform or mixture, etc.)
Uniform Municipal Wastewater Treatment Plant Sludge.

5) Is Waste Hazardous
☐ Yes ☒ No

6) Expected Annual Amount of Waste To Be Delivered	Approximate Density of Waste
_____ tons/year _____ cubic yards/year	1650 pounds/cubic yard

7) Expected Frequency of Delivery
_____ one-time
_____ daily _____ weekly _____ monthly _____ other (specify, if known)

8) Hauler Name	Address	NYSDEC Permit No.	Telephone No.
Mr. Bults Inc	403 Landfill Lane Coventry, VT 05825		802-334-1784

9) Method of Delivery. If other, specify.
_____ roll-off _____ packer truck X tractor trailer _____ other

10) Previous Disposal Location	Address	Phone	Contact Person
Waste USA Landfill	21 Landfill Lane Coventry, VT 05825	802-334-5796	Lenny Wing

Waste Characterization Data			
11) Is the waste classified as a "listed" or "characteristic" hazardous waste as defined by USEPA, or State of origin, or State where disposed? (If yes, explain.)			
12) Describe all hazardous or nuisance properties associated with the waste. Nuisance odors are mitigated with Best Management Practices			
13) Does the waste require any special handling or disposal procedures? If so, explain. No			
14) Analytical Data Submitted (Part 360/Other).	**Type of Samples (indicate No. of each type in space provided)** __X__ grab _____ composite		
Grasslands, Inc. requires, at a minimum, the submittal of total metals, nutrients, VOCs, SVOCs, Pesticides, PCBS and % solids testing results for any special waste acceptance unless the applicant can provide an acceptable justification for submittal of less comprehensive data. The generator is responsible for proper waste characterization. Refer to NYS DEC Subpart 360-5.10 Tables 1, 2 and 3 for guidance on required analyses and frequency of testing.			
15) Justification for not submitting full data. A waiver from testing for VOCs, SVOCs, Pesticides, and PCBs was approved by the NYS DEC on 3/22/13.			
GENERATOR CERTIFICATION			
I hereby certify that all information submitted on this form and on supplemental materials is complete and accurate to the best of my knowledge and ability to determine. I further certify that there are no deliberate or willful omissions of data necessary to characterize the waste material and that all known or suspected hazards have been disclosed.			
Generator's Authorized Representative - Signature:	Print name:	Print Title:	Date:
DISPOSITION (to be completed by Casella Organics.)			
Received by:		Date Received:	Date Logged In:
Submitted by:		Project Name:	
Title:			
Submitted to NYSDEC	Date:	NYSDEC Approval	Date:
SUBMIT ALL DATA TO THE CASELLA ORGANICS REPRESENTATIVE LISTED BELOW, PLEASE CHECK BOX:			

☒ **Jeff McBurnie**
Permitting and Compliance
135 Presumpscot Street
Unit # 1
Portland, ME 04103

Councilors Bushor,
Aubin, Knodell: Bd. of Finance

ACCEPTANCE OF STATE OF VERMONT AGENCY OF TRANSPORTATION GRANT "BURLINGTON STP BP13(12)" AND AUTHORIZATION TO EXECUTE CONTRACT NO. CA0377 TO COMPLETE A SCOPING STUDYOF BICYCLE AND PEDESTRIAN IMPROVEMENTS

In the year Two Thousand Fourteen……
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Department of Public Works was recently awarded grant Burlington STP BP13(12), known as the Burlington Bicycle and Pedestrian Action Plan, to complete a scoping study of bicycle and pedestrian improvements from the 2011 Burlington Transportation Plan and 2013 planBTV Downtown and Waterfront Plan; and

WHEREAS, the 2011 Burlington Transportation Plan builds off of the 2004 North / South Bicycle and Pedestrian Route Study; and

WHEREAS, the 2011 Burlington Transportation Plan identifies pedestrian priority in the Slow Streets network and prioritizes bicycle accommodations in the Bicycle Streets network; and

WHEREAS, the 2011 Burlington Transportation Plan acknowledges that implementation will require a transparent process and scoping to identify which treatments should be applied on each street; and

WHEREAS, the 2013 planBTV Downtown and Waterfront Plan presents general recommendations for improving walking and biking in the downtown and waterfront and acknowledges the importance of core north/south and east/west routes; and

WHEREAS, the 2013 planBTV Downtown and Waterfront Plan identifies the need for additional planning to ensure the appropriate connections are achieved, the appropriate treatments are used on each street, and the approach is more customized and nuanced to include a greater diversity of bikeway types; and

WHEREAS, the 2013 Go for Gold Walk-Bike Blueprint was endorsed by Mayor Miro Weinberger; and

WHEREAS, the 2013 Go for Gold Walk-Bike Blueprint identifies the need for more and safer mid-block crossings, strategic pedestrian connections that avoid gaps in the network, an assessment and improvements for connected on-road bicycle facilities, and new shared-use paths and off-road facilities; and

ACCEPTANCE OF STATE OF VERMONT AGENCY OF TRANSPORTATION GRANT "BURLINGTON STP BP13(12)" AND AUTHORIZATION TO EXECUTE CONTRACT NO. CA0377 TO COMPLETE A SCOPING STUDYOF BICYCLE AND PEDESTRIAN IMPROVEMENTS

WHEREAS, the scoping effort for the Burlington Bicycle and Pedestrian Action Plan will facilitate a transparent process and result in an actionable plan to effectuate implementation of recommendations from the 2011 Burlington Transportation Plan, 2013 planBTV Downtown and Waterfront Plan, and the 2013 Go for Gold Walk-Bike Blueprint; and

WHEREAS, this planning study will begin in FY2014 and be completed in FY2015; and

WHEREAS, the total project budget is $60,500 with $49,053 Federal share, $5,397 State share, and $6,050 Local share; and

WHEREAS, this study's expenses are estimated to be $3,025 in FY2014 and $3,025 in FY2015, currently budgeted in Street Capital Local Match through the Bicycle Set Aside; and

WHEREAS, on February 3, 2014 the Board of Finance unanimously approved recommending the acceptance of this grant by the City Council, and that Director of Public Works Chapin Spencer be authorized to execute the Cooperative Agreement with the State of Vermont Agency of Transportation;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the acceptance of Burlington STP BP13(12) and authorizes Director of Public Works Chapin Spencer to execute CA0377 with the State of Vermont Agency of Transportation to complete a scoping study for the Burlington Bicycle and Pedestrian Action Plan;

Office of Plangineering
645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
www.burlingtonvt.gov/dpw

Memo

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Date: *February 6, 2014*

To: *City Council*

From: *Nicole Losch, Transportation Planner*

Subject: *Authorization to Accept Grant Agreement for the Burlington Bicycle & Pedestrian Action Plan, Project No. STP BP13(12) – Contract No. CA0377*

BACKGROUND & SCHEDULE

The Department of Public Works was recently awarded $60,500 in grant funding through the Vermont Agency of Transportation's Bicycle & Pedestrian Program to conduct a scoping study of pedestrian and bicycle improvements. The Action Plan will help the city and residents identify preferred alternatives based on conceptual recommendations from adopted local plans (i.e. Burlington Transportation Plan and planBTV Downtown & Waterfront).

The scope of work is currently under development. Upon acceptance of this grant agreement, we will issue a Request for Proposals for a consulting team to lead this study. We anticipate the bulk of scoping to occur in 2014, with project completion in FY2015.

This is a reimbursable grant. The State will pay 90% of the total project cost, and our local match is 10% of the project cost. The full local match is $6,050, currently budgeted within the Bicycle Set Aside line item of Street Capital, with 50% of the match allocated for each FY2014 and FY2015. Table 1 summarizes the project budget:

Table 1. Project Budget – Bicycle & Pedestrian Action Plan

TOTAL PROJECT BUDGET	$ 60,500
FUNDING SOURCES IDENTIFIED	
Federal Amount	$ 49,053
State Amount	$ 5,397.00
Local Amount (Street Capital Bike Set Aside)	$ 6,050

REQUEST

We request City Council accept this grant and authorize Chapin Spencer, Director of Public Works, to sign the Cooperative Agreement.

VERMONT

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

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

Agency of Transportation

December 26, 2013

Norm Baldwin, Assistant Director
City of Burlington
Department of Public Works
645 Pine Street
Burlington, VT 05401

RE: BURLINGTON STP BP13(12) - Contract No. CA0377

Dear Mr. Baldwin:

Enclosed, please find the Cooperative Agreement for the above referenced project.

We respectfully request that you have the Agreement signed by the proper authorities and witnessed where required.

Please do not date page one of the Agreement. This will be accomplished by our office after the Agreement has been signed by the Secretary of Transportation.

Your cooperation in expediting the signing and return of the original will be greatly appreciated. We appreciate very much your cooperation in this matter.

Once the Agreement is fully executed a copy will be returned to you for your project file.

Should you have any questions or concerns, please contact me at 802-828-2643.

Sincerely,

Jon Winter
Special Agreements Administrator

Enclosure

VTrans Working to Get You There

STATE OF VERMONT Agreement # **CA0377**
AGENCY OF TRANSPORTATION
STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the **City of Burlington** _x local government, ~~*** __non profit, __institution of higher learning, __other,~~ with principal place of business at 149 Church St., Suite A, Burlington, VT 05402, (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Burlington STP BP13(12)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$54,450**.

4. Grant Term: The period of Subrecipient's performance shall begin upon full execution of this agreement and authorization to proceed from the State and shall end on **January 31, 2016**, or upon completion and acceptance of all work performed under the agreement, whichever occurs first.

5. Source of Funds: Federal Highway Administration (FHWA), EA #**BP13012**.
ARRA funded ____ Yes _**X**_ **No**

6. CFDA Title: HIGHWAY PLANNING AND CONSTRUCTION; CFDA Number: 20.205; Federal Granting Agency: Federal Highway Administration; Research and Development Grant: Yes ____ **No** _**X**__.

7. Prior Approvals: If approval by the Attorney General's Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General's Office.
   - Approval by the Attorney General's Office is required.
   - Approval by the Secretary of Administration is not required.
   - Approval by the CIO/Commissioner DII is not required.

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

9. Cancellation: This Grant may be cancelled by either party by giving written notice at least 30 days in advance.

10. Attachments: This Grant Agreement consists of 22 pages including the following attachments which are incorporated herein:

Attachment A –	Description of Project and Scope of Work to be Performed by Subrecipient
Attachment B –	Payment Provisions
Attachment C –	Standard State Provisions for Contracts and Grants (11/07/2012)
Attachment D –	Other Grant Agreement Provisions
Attachment E –	Special Conditions
Attachment F –	Applicable Standards and Design Criteria
Attachment G –	Personnel Requirements and Conditions
Attachment H -	Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates
Attachment I -	Insurance Certificate
Attachment J -	Federal Funding Accountability and Transparency Act (FFATA) Provisions

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

Signature: _____

Name: _____

Title: Secretary of Transportation

Date: _____, 20___

SUBRECIPIENT:
_City of Burlington_____

Signature: _____

Name: _____

Title: _____

Date: _____, 20___

APPROVED AS TO FORM:

DATE: 12-19-2013

_____
ASSISTANT ATTORNEY GENERAL

ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

1. Project Location and Description. The Project is described as follows:

Town	**City of Burlington**
Location	**Various City Streets**
Description	**Scoping study of highest priority bike/ped improvements from 2011 Transportation Plan and 2013 PlanBTV Downtown and Waterfront Plan.**

2. Subrecipient Assumption of Full Responsibility for the Project. The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Local Project Manager (LPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Local Transportation Facilities Guide document. The Subrecipient will designate a full time employee, member of its legislative body, or other representative, as approved by the State to be the Local Project Manager (LPM) for the Project. The LPM will act on the authority granted by the Subrecipient.

~~**5. Federal Environmental Documentation: Duties of LPM.** As appropriate, the LPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).~~

~~**6. Pre-Construction: Duties of LPM.** Prior to advertising the Project for construction, the LPM will:~~

~~(a) The LPM will notify the State in writing 30 days prior to beginning the Right-of-Way phase in order to allow for the funding to be programmed. Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way documents to the State. The State will issue the Right-of-Way Clearance Certificate.~~

~~(b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.~~

~~(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.~~

~~(d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.~~

~~(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.~~

~~(f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.~~

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

~~(h) The LPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.~~

7. Public Meeting. The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

~~**8. Project Design.** Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right-of-way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*~~

~~Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.~~

~~**9. Project Construction.** Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.~~

~~**10. Construction Engineering.** Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.~~

11. Project Accounting. Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

12. Compliance with FHWA/USDOT Regulations. Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

13. Compliance with Federal, State and Local Requirements. Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

~~**14. Compliance with Permits, Agreements and Clearances.** Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.~~

~~**15. Utility and Railroad Relocation and Adjustments.** Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.~~

~~**16. Acquisition of Lands or Rights for Construction.** Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.~~

17. Expeditious Pursuit of Project. Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

~~**18. Submission of "As-Built" Plans to the STATE.** For any Project affecting State highway rights-of-way, and for all structure related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as-built" plans and one copy of any electronically developed plan files.~~

~~**19. Hazardous Material Contamination.** Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.~~

~~**20. Maintenance of the Completed Project.** If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.~~

21. Personnel Requirements. The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

22. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Subrecipient.

23. Conformance with Standards. The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

24. Reviews by the State. The parties agree that, at the discretion of the State's Program Manager, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 90% of the total Project costs eligible for federal participation, ~~including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State~~. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

~~**4. Reimbursement if Project Not Constructed due to Subrecipient.** If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.~~

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the maximum limiting amount (MLA) State/federal amount indicated in total:

Phase	MLA			
	Federal $	State $	Local $	Total $
Total Available Funds to Subrecipient*	**49,053**	**5,397**	**6,050**	**60,500**

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **$5,397** in State funds and **$49,053** in federal-aid funds ~~for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs~~ (as described in Section 3 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: Jon Kaplan, Project Supervisor
Division: Local Transportation Facilities
Address: Vermont Agency of Transportation
National Life Building
One National Life Drive
Montpelier, VT 05633-5001

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED 11-07-12

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.

   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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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 his 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 any thing 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)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS
(Add or strike-out provisions as appropriate; show strike-outs)

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.

2. **Availability of Federal Funds**: This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

3. ~~**Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~

4. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.~~

5. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.

6. ~~**Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~

7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.

8. ~~**Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~

9. ~~**Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of $100,000.00 per occurrence.~~

10. **Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements

~~11. **Health Insurance Privacy & Portability Act:** The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations.~~

12. **Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~

13. **Requirement to Have a Single Audit:** If this subrecipient expends $500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

    The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

    If the subrecipient should spend less than $500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Manager's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

    The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

14. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.

15. **Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.

16. **Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.

17. **Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.

18. **Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.

19. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Grantee's type of organization.

20. **Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the grantee's type of organization.

21. **Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Grantee is aggrieved by the decision of the Director, the Grantee may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).

22. **Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.

ATTACHMENT E
SPECIAL CONDITIONS

(Include Special Conditions here, if none so state)

1. This project is for scoping only and the scope of the allowable work is limited to the following:

- Development of Purpose & Need Statement
- Collection of existing data which may include survey
- Local Concerns Meeting
- Resource Identification
- Preparation of Alternatives with Footprint
- Preliminary Cost Estimate, to include PE, ROW and Construction costs
- Development of an Evaluation Matrix
- Alternatives Presentation Meeting
- Alternative Selection

Any activities conducted by the Subrecipient beyond what is included above will be non-participating and not subject to reimbursement.

2. The following paragraphs in Attachment A are deleted: 5, 6a, 6b, 6c, 6d, 6e, 6f, 6h, 8, 9, 10, 14, and 18

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA

A. Vermont State Standards for Design

B. Latest Edition of the Manual for Uniform Traffic Control Devices (MUTCD)

C. The most recent appropriate version of the VTrans Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.

D. VTrans Utilities Manual

E. Vermont Pedestrian and Bicycle Facility Planning and Design Manual

F. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide

G. AASHTO Guide for Design of Pavement Structures

H. The most recent version of the Highway Capacity Manual

I. VTrans Hydraulics Manual

J. The Approved Project Environmental Document

K. VTrans Structures Manual

L. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition Regulations System) (FARS), and 49 (Transportation)

M. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.

N. AASHTO Specifications for Highway Bridges

O. VTrans Design Exception Procedure

P. VTrans Right-of-Way Manual

Q. VTrans Policy for CADD standards

R. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)

S. Local Transportation Facilities (LTF) Guidebook

T. Transportation Enhancement Operations Program Manual

If the Grantee believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Grantee shall notify the State. The State, after consultation with the Grantee, will, in it sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

2) Any person so involved within one (1) year of termination of employment with the State.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

D. The Subrecipient warrants that no company or person has been employed or retained other than a bona fide employee working solely for the Subrecipient to solicit or secure this Agreement and that no company or person has been paid or has an agreement with the Subrecipient to be paid other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the State shall have the right to annul this Agreement without liability to the State and to regain all costs incurred by the State in the performance of the Agreement.

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT H
REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES

Required Submittals: ~~Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates~~ Draft Scoping Report, Final Scoping Report

State Liaison: **Jon Kaplan**

Waivers of Standards: **None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **Project is for scoping only – See Attachment E**

ATTACHMENT "I"

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CITYOFB-01 ALM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064 (802) 658-3500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED City of Burlington 149 Church Street Burlington, VT 05401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Ins Co INSURER B : Travelers INSURER C : Travelers Casualty & Surety Co of America INSURER D : Travelers Indemnity Co of Connecticut INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			ZLP14S1202113PB	7/1/2013	7/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 Excluded 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			H8100B16481ACOF13	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $ 10,000			ZUP14S1203312PB	7/1/2013	7/1/2014	EACH OCCURRENCE AGGREGATE	$ $	15,000,000 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2E-UB-101D2040-13	7/1/2013	7/1/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Department: DPW - Engineering

CERTIFICATE HOLDER

Local Transportation Facilities
Vermont Agency of Transportation
1 National Life Drive
Montpelier, VT 05633-5001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT J
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) PROVISIONS

This grant is funded in whole or in part with Federal funds. Under the provisions of the Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") of 2006 and subsequent 2008 amendments, in those cases where the federal portion of the grant is greater than $25,000, the grantee shall provide:

A) The Total Compensation and Names of the top five executives if:

- o More than 80% of annual gross revenues are from the Federal government and
- o Those revenues are greater than $25 million annually and
- o Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) The Legal Name and D-U-N-S® Number on File with the federal Central Contractor Registration [1]:

_____ _____

Print Legal CCR Name D-U-N-S® Number [2]

(1) The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. FREE registration is available at: http://www.ccr.gov/Default.aspx.

(2) The D-U-N-S Number is a unique nine-digit identification number assigned and maintained solely by Dun & Bradstreet (D&B). D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government (see # 1 above) for contracts or grants. Created in 1962, the Data Universal Numbering System or D-U-N-S® Number is D&B's copyrighted, proprietary means of identifying business entities. Register at: https://eupdate.dnb.com/requestoptions.asp?cm_re=HomepageB*TopNav*DUNSNumberTab

License Committee – Monday, February 10, 2014

Indoor Entertainment Permits:

Arts Riot
Bluebird Barbeque
Bluebird Tavern
Courtyard by Marriott
Daily Planet, The
Drink Lounge & Bistro
El Gato Cantina
Finnigan's Pub
Hen of the Wood
Hotel Vermont
J.P.'s Pub
Leunig's Bistro
Manhattan Pizza and Pub
Muddy Waters
Olde Northender Pub
Rasputins
Splash At The Boathouse
T. Rugg's Tavern
Vermont Pub & Brewery
Vin

Outdoor Entertainment Permits:

Breakwaters
Finnigan's Pub
Leunig's Bistro
Splash At The Boathouse
Vermont Lake Monsters
Vermont Pub & Brewery

OFFICE OF THE CLERK/TREASURER
City of Burlington
City Hall, Room 20, 149 Church Street, Burlington, VT 05401
Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

BOARD OF FINANCE
MONDAY, JANUARY 6, 2014

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Knodell and Bushor; CAO Rusten

ABSENT: Councilor Aubin

ALSO PRESENT: Councilor Paul, ACAOs Goodwin and Schrader; City Attorney Blackwood; Stephen Barraclough, Amber Thibeault, BT; Ken Nolan, John Irving, BED; Brian Lowe, Mayor's Office; Martha Lang, Ward 1 Resident

1. Agenda

Mayor Weinberger stated they will add an item to discuss a real estate transaction in executive session.

On a motion by City Council President Shannon and Councilor Knodell the agenda was adopted unanimously as amended.

2. Public Forum

Martha Lang, Ward 1 Resident, spoke about the Burlington School Department's proposed real estate transactions and budget.

3. Approval of Board of Finance Minutes

a. December 16, 2013

Councilors Knodell and Bushor made a motion to approve the minutes. The motion passed unanimously.

4. Authorization for Purchase of Winooski One – BED

Councilors Bushor and Knodell made a motion to authorize the purchase of Winooski One.

Councilor Knodell inquired if they were happy with the number and who did the legal work. Ken Nolan, BED, stated they were happy with the number and Bill Ellis did the legal work. They received a report from the arbitrators and the arbitrators accepted all of BED's positions. The arbitration is binding and the number itself is fixed. They have to lodge that award with the Superior Court. City Attorney Blackwood stated they have filed a motion to confirm the award. The other party has until January 10 to file a motion to vacate the award. Vermont law favors the arbitration process. Most likely, the Court will confirm the award and they will move forward. If they do file a motion to vacate, they courts will move quickly. Mr. Nolan stated the current

Winooski One operators start accruing interest 18 months from exercising the option. It is a mechanism for them to get more money if they are locked in arbitration. Councilor Knodell inquired if they still collect interest even if the delay is due to their action. City Attorney Blackwood stated she will look into seeing if there is a way for them to make payments into escrow so they get credit. There will be some delay anyway because they will have to have a bond to pay the purchase price. Councilor Knodell inquired if the bond vote will be on the March 2014 ballot. Mr. Nolan stated they are planning to have it on the March ballot. They will know more about where they are when they come to the Council meeting.

Councilor Bushor requested an explanation of the risk analysis variables and key variables identified. Mr. Nolan stated the risk analysis variables shows that they look at this the same way they do the integrated resource plan. They look at a number of future variables to determine whether this is a good investment or not. The variables that matter are the ones outlined in the key variables identified. These variables are energy prices, production, renewable energy value, and capacity price. They also looked at operating and management costs. Winooski One has high operating costs compared with other hydro facilities. When looking at their financials, a lot of that is transferring money to people who own the plant. They are not sure what those costs will really look like. The case result chart shows how good of a deal they think this is. The red line is the purchase price set by the arbitrator. The green dots are the value of the plant under different future scenarios. There are very few outcomes where this would be a bad deal for Burlington, and more than likely it will be a good deal. The box at the top shows scenarios where natural gas prices rise. If they go up, this will be particularly valuable.

City Council President Shannon inquired what the bond request will be and what variables are influencing that. Mr. Nolan stated the resolution says that they have requested up to $18 million to cover the purchase price and the costs of issuing the bond. Their CFO thinks that they will be able to issue $12 million of bonds and use $6 million of cash that BED will have at that time. He believes they will ultimately request up to $12 million.

Councilor Bushor inquired if the bond market will be weaker because they will be using so much of their cash. Mr. Nolan stated that is a concern. Moody's issued a letter affirming their credit rating as stable negative. One of the key things they said was that their cash position was weak compared with other utilities. They are assuming that they will keep a significant amount of cash on hand to keep Moody's happy. They put $10 million in reserve in 1984 for the McNeil plant. That cash will become available in June. They are trying to determine how much they should keep to help their credit rating and how much they should use to reduce the bond amount. They are comfortable dropping the amount of the bond and keeping some of the remaining cash on hand. Mayor Weinberger stated it has been difficult to increase cash. The release of this reserve will help address that issue. Even with the new bonding, the debt service will still be less than what they were paying on the McNeil bond.

The motion passed unanimously.

Mayor Weinberger requested an update on the wastewater bond. ACAO Goodwin stated they will be closing the deal and they received a favorable rate. The savings from that deal is approximately $4.8 million over a 20 year period. The Municipal Bank has more confidence in Burlington because they were willing to do this deal with them.

5. Authorization for Vermont Gas Systems Interruptible Sales Agreement - BED

Councilor Knodell and City Council President Shannon made a motion to approve the agreement.

Councilor Bushor inquired about the penalties for overrun gas use. John Irving, BED, stated it is included in the agreement but it has not happened since 1989.

City Council President Shannon inquired what interruptible gas is. Mr. Irving stated it is gas that they provide at a very low price when they have it available. It costs about 1/3 of regular gas, but it does not come on a reliable schedule. Last year they used $100,000 worth of gas.

The motion passed unanimously.

6. Authorization to Award Banking Contract to KeyBank – C/T

ACAO Goodwin stated the City went out for a formal RFP for banking service as required by the Charter. They gave banks the option to bid on part of the City's business or all of it. There were several banks that said they were too small to hand the complexity of the City's finances. The two banks that bid were TD Bank and KeyBank. Based on their proposals, they decided they would like to award the contract with KeyBank. That does not mean that they won't do business with other banks.

Councilor Knodell inquired what services they were seeking in the RFP. ACAO Goodwin stated it was open for many different pieces. They were looking for someone who would do financing with the City, such as lines of credit. TD Bank made it clear that they would not do a line of credit and would only do notes. Interest rates are traditionally lower on a line of credit than a lump sum. KeyBank offered some additional services that TD Bank was unable to offer. They offer a procurement card, which they believe will save the City money in the future. They have next day availability on credit cards. They allow them to make deposits that combine cash and checks. Depositing cash and checks separately requires a lot more work and makes reconciliation more difficult. KeyBank will also allow them to establish a line of credit that would be attached to their sweep account if they need it. They will not have to borrow any more money than they actually need. That will result in significant interest savings. They also have many additional security features. They have had a steady source of support from KeyBank, while other banks have had heavy turnover. They would like to move forward with KeyBank.

Councilors Knodell and Bushor made a motion to award the contract. The motion passed unanimously.

7. Discussion on Central Purchasing Plan

CAO Rusten stated the Council approved a resolution asking for a plan to be submitted for moving forward with central purchasing. It also requested an explanation of the disadvantages and the potential issue of fraud. The CAO office felt the proposed plan was a good approach in taking a phased step. They would start by looking at some of the biggest areas and recognizing that certain departments have specific needs and skills. They would evaluate how this works and what other areas they could look at. They are looking at a new position to do this and it would be

paid for by the savings they would have from doing central purchasing. They attended a presentation from a company that was willing to work with municipalities through the Vermont League of Cities and Towns to do auctioning for items. They could use this to purchase paper. The central purchasing person would also be able to look at potential savings for the schools.

Councilor Bushor stated previous Councils have asked for collaboration with the School Department to find potential savings. She appreciates they have to start with themselves before they expand to the Schools. She hopes that there will be opportunities for savings in the future. She works at Fletcher Allen where they have some central purchasing, but certain items are purchased within the Department. This is a good model and she hopes they will be able to better serve themselves. She does not know if this will ultimately result in a position savings, because people in Departments who are already doing this have the expertise they need to make decisions. She is glad they will be evaluating this after a year. CAO Rusten stated they will be working to do this collaboratively and sent this plan to Department Heads before bringing it forward. Most of the issues identified by Department Heads were not related to the plan, but more the implementation. A number of departments offered to have the people who do their purchasing work with them to implement this smoothly. There was a lot of interest. It is also important to look at ways to cooperate with other municipalities to find cost savings.

8. Review November Financials – C/T

CAO Rusten stated they have added a new column to show where they were a year ago. This allows them to compare revenues and expenses. That helps them get a sense of things that are off. They have identified some areas that they have some concerns with. They have had conversations with Parks and Recreation who has seen a drop in revenues. This will be helpful when developing the FY15 budget and to determine how they will get through the rest of the year. Public Works has spent most of their salt money because of the recent ice storm, so they are talking about how to address that as well.

Councilor Knodell inquired where they are at with property tax collection. CAO Rusten stated they have changed their practice from last year. They are now booking revenue as it is collected rather than what was intended to be collected. The numbers from this year are more accurate. Councilor Knodell stated the report says that they are at 90% of last year, but last year included receivables and this year does not. CAO Rusten stated last year's number would not have shown actual cash. ACAO Schrader stated in the past they recognized the revenue that they had billed out, but not what was actually collected. CAO Rusten stated doing that makes the numbers look high and does not accurately show delinquency. Councilor Knodell inquired if property taxes are allocated out to departments. CAO Rusten stated they are non-departmental.

ACAO Goodwin stated they received property tax revenue in November that resulted in a reduction in many funds' reliance on the sweep account. The School Department owed the sweep account $16 million in November. Now, the sweep account owes the School Department $4.6 million. In the next few months, the amount owed to the sweep account will continue to grow until the next tax payment. He outlined changes in the due to/from amounts for the Capital Fund, the Retirement Fund, and the Airport.

CAO Rusten stated there is a correlation between the monthly financials and the sweep account. The Retirement Fund owes the sweep account money, and this can be seen in the expenditure

and revenue columns of the monthly financials. The difference between the expenditures and revenues is the amount seen on the sweep account report.

Councilor Knodell inquired if the School Department pays interest to the City. ACAO Goodwin stated they do pay interest when they owe money to the sweep account. Councilor Knodell inquired what the interest rate is. ACAO Goodwin stated it is determined based on the rate the City pays for its line of credit, which is slightly less than 3%. Any amount that is positive means that the fund owes money to the sweep account. If the sweep account owes a fund money, it pays them interest. Councilor Bushor inquired if that happens. ACAO Goodwin stated it does. Each month they book interest income and expenses to the different funds on the amount owed.

A member of the audience, Councilor Paul, inquired why the totals for the stability bond have changed. ACAO Goodwin stated in the coming months, the amount will approach or get to zero. They may have to use their line of credit. The beauty of the stability bond is that they are not paying interest in the short term. Councilor Paul suggested they put the most important funds at the top of the report.

Councilors Knodell and Bushor made a motion to accept the financial report and the sweep account report. The motion passed unanimously.

***** EXPECTED EXECUTIVE SESSION*****

9. Authorization for CSNNE Contract Amendment – BT

The Board did not vote to go into executive session.

City Council President Shannon stated she would like to discuss contracts in general. They have a contract before them that they never voted on before. There was a resolution in 2008 that said the Council wouldn't be involved in voting on the content of these contracts. The reason they may not have voted on them was because they are written on a per subscriber basis, which does not meet the dollar threshold. There is no way to vote on a contract without voting on its content. She suggested that contracts could go forward so long as they are within the budgeted amount.

Councilor Bushor stated she does not see this as voting on content. She sees it as voting on access to different types of programming. Al Jazeera was controversial, but the content of this contract is not controversial. She feels this contract is straightforward and there was no information that made her question it. Stephen Barraclough, BT, stated the content before them is a three year contract.

Councilor Bushor stated she feels she is deciding if they are able to continue operating the same programming. CAO Rusten stated he is uncomfortable signing the contract without direction from the Board of Finance and City Council. He looks at the financial component only. There are other situations where departments have money in their budget for certain contracts, but the Council wants there to be another set of eyes on it. Councilor Knodell stated the total amount of the contract is based on the number of subscribers.

City Council President Shannon stated she agrees that this is non-controversial, but it sets a precedent for others that may be. She does not feel that the Board of Finance wants to be the one

making those decisions. Councilor Bushor inquired who would make the decision. City Council President Shannon stated the resolution stated it should be a decision between the General Manager and the Cable Advisory Committee. City Attorney Blackwood stated the resolution stated content would be reviewed by the Cable Advisory Committee and the Transportation, Energy, and Utilities Committee. However, the process that was outlined was never set up. Amber Thibeault, BT, stated the Cable TV Search Policy was established in 2006 and it continues to be followed. All contracts are reviewed by the City Attorney's Office. Mayor Weinberger stated the City Attorney's Office only reviews contracts for legal questions. The CAO only reviews them for financial content. He is not comfortable with contracts of a magnitude of hundreds of thousands of dollars being executed without the opportunity for the CAO, Mayor and City Council to ask questions. Councilor Bushor stated this is an amendment to an existing agreement to provide access to a sports network. The financial risk is minimal because they will pay per the number of subscribers. Mr. Barraclough stated that content is not part of a competitive market in which they can shop for different providers. It is difficult to take content down. CAO Rusten stated the purchasing policy seems to be in competition with what practice has been. The number of subscribers is such that it meets the $50,000 that requires Board of Finance approval. He wants it to be explicit who can make these decisions.

Councilors Bushor and Knodell made a motion to approve the contract with the understanding that they will continue to discuss the role of the Board of Finance in this type of contract. The motion passed unanimously.

9.5 Discussion of Real Estate Transaction

This item was not addressed at this meeting.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:10 pm.

FOR INFORMATION PURPOSES

- **Limited Service Position Analysis**

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BOARD OF FINANCE
MONDAY, JANUARY 13, 2014

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor and Knodell; Councilor Aubin (arrived at 5:20); CAO Rusten

ALSO PRESENT: ACAO Goodwin; City Attorney Blackwood; Assistant City Attorney Haesler; Ben Pacy, HR; Barbara Grimes, Tom Buckley, BED; Chapin Spencer, Norm Baldwin, David Allerton, Laurie Adams, DPW; Brian Lowe, Mayor's Office; Nate Wildfire, CEDO; Peter Owens, CEDO (arrived at 5:25); Dr. Martha Lang, Ward 1 Resident

1. Agenda

Councilors Bushor and Knodell made a motion to adopt the agenda. The motion passed unanimously.

2. Public Forum

Dr. Martha Lang, Ward 1 Resident, spoke the Burlington School District's proposed real estate transaction and budget. She handed out an updated version of her letter. Councilor Shannon asked CAO Rusten to exchange updated letter with the one currently on the City Web Page.

3. Approval of Board of Finance Minutes

a. January 6, 2014

City Council President Shannon and Councilor Bushor made a motion to adopt the minutes. The motion passed unanimously.

4. Authorization for Creation of BED Energy Efficiency Analyst Position - HR

Councilors Bushor and Knodell made a motion to approve the creation of the position.

Tom Buckley, BED, stated Burlington Electric and Efficiency Vermont have increased the goals of their programs by 50% over the last three years. They have done that without increasing staff. The requirements of the regulatory process have gotten stricter. There were thirteen different proceedings in this year alone. To be as effective as they would like to be, they need someone to handle regulatory issues. This person will take on reporting, planning and budgeting. It is a fairly high level analysis and they have to work with a complicated database. They also have to monitor their programs. It will free up time for staff working on the implementation side of the programs and allow them to focus on customers.

Councilor Bushor inquired if it is common practice to have a member of the department be involved in classifications. Ben Pacy, HR, stated that is historically how they have done BED's

positions. Councilor Bushor stated in the past, there was an attempt not to have the department involved because there was a perception that individuals could influence other members and advocate for a higher grade. They should have a system in place where any two people would come up with the same grade if asked to evaluate a position. Mr. Pacy stated it has been done differently for non-BED positions. They used to have Classification Committees where people on 3 or 4 different committees would do classifications. They ended that practice in the early 2000s and the Human Resources Department took that on. Usually 2-3 HR staff members score positions. For BED, the CFO and an HR staff person score the positions. Councilor Bushor stated the resolution lists the classification as A06 but it should be A04. Mr. Pacy stated he will correct the resolution.

CAO Rusten stated this is going to be a permanent position, not limited service. They determined that the current rate structure can incorporate this position.

The motion passed unanimously.

5. Authorization for Lease Renewals – DPW

Councilor Bushor and City Council President Shannon made a motion to approve the lease renewals.

Councilor Bushor stated one lease agreement authorizes the Director of Public Works to enter into the agreement and the other authorizes the Mayor. She inquired if that was intentional. Chapin Spencer, DPW, stated the City Attorney's Office drafted the agreements and he believes they are different because CSWD is a municipality and ReSource is a non-profit.

The motion passed unanimously.

6. Authorization for Contract to Reline Storm Pipe on Colchester Ave. - DPW

Councilors Bushor and Knodell made a motion to authorize the contract.

Laurie Adams, DPW, stated in the past they would have had to dig to reline the pipe. This liner is different than the ones they used before. It is made of fiberglass and cured with ultraviolet light. It is strong and should have a 50 year life. They do not need to dig and can run it manhole to manhole.

Councilor Bushor inquired how long the traffic disruption will be and when it will be done. Ms. Adams stated she is unsure, but usually these projects are done in a day. They expect to do the work two weeks after this is approved.

City Council President Shannon inquired if this is what they used on Battery Street that failed. Ms. Adams stated the issue on Battery Street was a failure of the contractor, not the liner. This is also a different product.

The motion passed unanimously.

7. Authorization to Accept Grant and Award Contract for Manhattan Drive Slope Repair

– DPW

David Allerton, DPW, stated the rains last May caused a storm pipe to fail. That ultimately caused a washout on the corner of Manhattan Drive and North Champlain Street. They repaired it temporarily. It has been declared a disaster, so they are eligible for federal highway funding. Federal money will pay 100% of the emergency work, which is about $240,000. The City will have to pay 18.92% of the permanent repair, so they will end up paying about $66,000 for a $600,000 project.

Councilors Bushor and Knodell made a motion to authorize acceptance of the grant and executing the contract.

Councilor Aubin inquired about the traffic pattern. Norm Baldwin, DPW, stated they will likely keep it at one lane. They will examine it.

The motion passed unanimously.

8. Authorization to Accept Internet Crimes Against Children Task Force Grant – Police

City Council President Shannon and Councilor Aubin made a motion to authorize acceptance of the grant.

Lise Veronneau, Police, stated this is a countywide initiative. Burlington is one of the contacts. One of their lieutenants oversees the countywide program. They also manage the grant.

The motion passed unanimously.

9. Discuss Lang Letter

City Council President Shannon stated there were two items added to the list in the revised letter.

Councilor Bushor stated she found it particularly disturbing that they received a letter from 2013 regarding reducing debt service costs. The potential solution talked about departure from the City and the School doing bonding. She was concerned about that and felt it was deserving of attention. They are two separate entities but their finances are married. Mayor Weinberger stated it has received their attention and he appreciates this letter as well. They reported to the Council last week that they met with the Board. One concern was that when the Schools do go out to bond there is no municipal sign off. Long term major capital projects need to be coordinated between the School District and the City. He is hopeful they will get a response to that. Councilor Bushor stated that is the essence of her concern.

10. Discussion of PIAP Slate & TIF Capacity to Support Bonding – CEDO

Mayor Weinberger stated they distributed a communication over the weekend that lays out what the administration has done. He hopes the process has resulted in a clear and accurate plan and that the Board will be comfortable recommending approval of the slate to the full Council.

CAO Rusten stated they looked at the amount that is currently in the TIF district and its

incremental value. They looked at appropriate increases in value and tax rates. They tried to keep those realistic, but on the conservative side. They are predicting no more than a 1% growth each year. They tried to look at realistic tax increases. They felt that estimating a 4% increase in the education tax is actually lower than what it has been. They felt it would be better to come in at a lower amount, so they reduced it to 1% increases after 2020 to be conservative. They also looked at an annual municipal tax increase of 1%. This seems in line with increases that have been approved by the voters or the City Council. When looking at how that translates to increased revenues, they looked at financing the $8.1 million and $7.5 million of bonding capacity. They looked at each of these numbers of different interest rates and with different repayment structures.

Councilor Knodell inquired what the $8.1 million number is. Nathan Wildfire, CEDO, stated it would finance Waterfront North, the Bike Path, CEDO, and repayment of the HUD Section 108 loan. CAO Rusten stated they looked at $8.1 million at 6% or 5%. Depending on how the borrowing is structured, it will cost them between $11 million and $14 million. They can see the difference between TIF revenue versus what the costs would be. At the 6% rate, they would have $9 million of revenue. At the 5% rate, they would have $11.7 million of revenue. If they were to borrow an additional $7.5 million for the new projects that are being discussed at a rate of 6%, the cost of borrowing would be $10.1 million. At 5% it would be $9.7 million and at 4% it would be $9.2 million. They also looked at borrowing $7 million, $6.5 million, or $5.7 million. This tells them that borrowing $8.1 million at 6% and then $7 million at 6% would be difficult to make work. However, if they were to borrow $8.1 million at 5% and $7.5 million at 6%, there is sufficient revenue to cover it. They suggest borrowing the additional $7.5 million for additional projects in a phased in approach so they can see if their revenues come in as predicted. If they can borrow at 5%, they are fine either way.

Councilor Bushor inquired if when they are looking at the percentage that they will borrow money at and what will cover the debt, they have determined that at 5% they will give them the capacity to borrow the additional $7.5 million. The future debt service at 5% would be $1l.1 million, but the future revenue would be $11.7 million. CAO Rusten stated that is correct. Looking at the 6% rate, they would have $9 million of revenue from the TIF, but would have $10 million in expenses. They looked at what options they have and tried to include as many factors as possible. One possibility is that if they do a reappraisal, they could see a reduction in revenue coming in.

Councilor Knodell stated there was a significant increase in projected revenues for the TIF between 2013 and 2014. CAO Rusten stated that is because of Hotel Vermont. Councilor Knodell stated she is glad they have Hotel Vermont, or their options would be limited. She inquired if the revenue generated from past TIF investments create the capacity for future investments. CAO Rusten stated revenue from past TIF investments allows them to pay off bonds. When they look at how much they bond for, they want to ensure that they have enough revenue to pay the bond. They also want to look at cash flow to ensure that they do not have to borrow from the general funds to make payments. Councilor Knodell inquired if there has been negative cash flow and how it was financed. Assistant City Attorney Haesler stated there have been some negative years. They were financed through a ledger anticipating that the growth of the district would be sufficient to reimburse pooled cash. Mayor Weinberger stated there is some new revenue anticipated from the mall.

CAO Rusten stated they have estimated an interest rate of 6% based on their history. However, last week they were able to close a deal with the Bond Bank. The Bond Bank has indicated they would consider bonding for TIF. If that is an option, they may be able to get a rate closer to 5%. This gives them more flexibility and allows them to look at borrowing the $7.5 million for different projects.

Councilor Bushor inquired if the Bond Bank looks at what they are funding. In the past they have not had the anticipated revenue for a period of time and they have paid themselves back. She inquired if that would factor into the interest rate that they could have their debt at. She inquired if 5% is really something that they anticipate. CAO Rusten stated he thinks that the Bond Bank will be more interested in whether their projections for future revenue match what is identified. It will be the City's responsibility to make up any differences. If they are convinced that their figures are accurate and they would have the capability to make payments, they would put it out to bid. It would likely be bundled with other items that the Bond Bank is financing. Councilor Bushor inquired if there is a risk that they would find themselves in a close situation. CAO Rusten stated the Bond Bank will put them through the ringer upon the basis for which they came up with these numbers. If they were to determine that the projections are unrealistically high, they would not be likely to agree to bond. They would also talk to them about that. They do try to be conservative about the number of factors. They have used some negative numbers in case there is a reappraisal. They do not want to paint too rosy a picture. Mayor Weinberger stated the numbers have a fair amount of variability. The retirement of existing debts are predictable numbers. There may be scenarios where it may make sense to have a formal loan from the City to the TIF district, although the goal is to structure this so that they will not need to do that. Councilor Bushor stated everyone tries to present a package that has the TIF District pay for itself. If they do not get the anticipated revenue, they may need to borrow money. Mayor Weinberger stated this is a conservative analysis. This will come before the Council to allow them to put an item on the ballot to authorize them to borrow up to $7.5 million in the future. They are realistically 1-2 years away from issuing those bonds. They will look at this again when they want to borrow the $7.5 million to ensure that their assumptions are holding up.

Councilor Knodell inquired if the $500,000 that will go to CEDO is an allowable use and how they came up with that number. Mayor Weinberger stated it is allowable use under the TIF reform that was passed last year. The $500,000 is roughly 7% of the total allocation. They found this commercially reasonable and it has sufficient precedent. Councilor Knodell inquired if it is based on actual projections of staffing needs. Mr. Wildfire stated if they did that it would be a much bigger number. Assistant City Attorney Haesler stated they will have to create documentation for the State Auditor. He believes that this is a good target. Mr. Wildfire stated the $8.1 million is debt that they have already authorized. When looking at the summary sheets, there is a column that shows the cost to service that debt. There is another column that shows the other dollars that they have to invest in TIF projects. Councilor Knodell inquired if they will ask for up to $7.5 million and if projections are not what they expected, they will do less than that. Mayor Weinberger stated it is possible that they will borrow less. They are fairly optimistic that they will be able to do more than that, especially if they end up with a lower than expected interest rate. ACAO Goodwin stated when they put together this model, they had feedback from their financial advisors. They first put together the most conservative model that they could ever envision. They found that they could support $5 million of debt at a 6% interest rate even if there were no increases to the education or municipal tax rates and no growth in the capacity of the TIF. They are asking to go from $5 million to $7.5 million with very reasonable assumptions

about the taxes that will be billed. CAO Rusten stated this is not a decision that will be implemented tomorrow. They will be able to go to the Bond Bank and have someone else review their figures. They will also have phase in so they can evaluate this. They are easily capable of doing this.

Councilor Bushor inquired about the differences between the original slate of projects and the slate that was ultimately proposed. Mayor Weinberger stated the major change was around the Perkins Pier marina expansion. He hopes they continue to work on that project, but it is not a part of this slate. That would have been a $3 million proposal, while the Burlington Harbor Marina proposal was more modest. The second reason was that they need resolution about what to do with the Northern waterfront. By moving the Sailing Center, the Burlington Harbor Marina, and New Moran forward, they will have that resolution. There are also more moving pieces and questions with the Southern part of the Waterfront. They will continue looking at it in the future. The other change was to the New Moran proposal. He will be asking the Council and the voters to say this is the last chance for Moran. He has always been someone who wants to see something done with it, and believes there is value in the building. This is an exciting proposal. They will give it one final shot, and hold the project to certain milestones. If it proves infeasible, they would like the authority from the voters to take the building down. Many people have had to process this before seeing value in it. The New Moran people see the value in it as well. The people he has talked to want resolution. They will be thrilled if something great can be built there, but if it is impossible after 30 years of trying they are ready to move on.

Councilor Knodell inquired how the Burlington Harbor Marina will generate new revenue and where that revenue will go. Mayor Weinberger stated they anticipate a number of different revenue streams for the City. One will be from property taxes within the TIF District. They anticipate that there will be a base payment and a revenue sharing agreement within the lease. They are hopeful that they can negotiate something that works for all parties. Mr. Wildfire stated they are having similar conversations with the Sailing Center. Mayor Weinberger stated they are talking about adding 120 new boat slips. They have to turn people away each summer, but being able to accommodate them will bring in more money. Councilor Knodell inquired if the new revenue will go to the General Fund or the Parks budget. Mayor Weinberger stated he sees Parks as a general fund department. CAO Rusten stated Parks has a general fund portion and some special revenue fund portions. They will need to look at how the general fund can benefit from direct revenue or a reduction in transferring money from the general fund into parks special revenue funds. Mayor Weinberger stated it has been difficult for Parks to generate enough revenue in recent years.

Mayor Weinberger stated they would like this to be approved by the full Council. He feels it would be helpful if the Board of Finance would be willing to recommend approval. City Council President Shannon suggested they recommend the proposal that has been presented to them. Mayor Weinberger stated that would be helpful.

Councilor Knodell inquired if they have issued the debt for the $8.1 million. Mayor Weinberger stated they have not issued it yet, but they have been authorized to issue it by the voters. They will return to the Board of Finance before doing that. They received approval last March, but none of the projects were ready for construction at that time. They will be preparing for the construction before doing the bonding. That will be happening in the course of 2014. Waterfront Access North will be in construction in the spring, and Bike Path construction will take place in

the fall. Mr. Wildfire stated within the $8.1 million is the already authorized $2.1 million that will pay back the Section 108 loan that was taken out on Moran in 2011. The remaining $6 million will be for Waterfront Access North and the Bike Path. The number the voters will be looking at is $9.6 million. That will include $7.5 million of new debt, and the reauthorization of the old Moran debt. Councilor Bushor requested a detailed explanation of what the debt is, what it is for, and what the revenue will be. They are getting into an area where it would be good to have everything spelled out. Councilor Knodell stated she would be supportive of authorizing the issuance of $7.5 million of new debt having evaluated their capacity to carry the $8.1 million. Assistant City Attorney Haesler stated because of TIF reform, they are statutorily required to include the $2.1 million for the Section 108 loan in the ballot question. Every dollar that is used for TIF has to have voter approval. The $7.5 million is new debt and their revenue projections support it. The $2.1 million has already been through that analysis, but they have to include it statutorily. Assistant City Attorney Haesler stated prior to TIF reform, they did not need approval for a Section 108 loan. He stated he will draft and circulate ballot language for the next City Council meeting. If the Board of Finance is supportive of it, he will include them as sponsors.

Councilors Knodell and Bushor made a motion to authorize the issuance of $7.5 million in new debt and to issue the $8.1 million of debt that was previously approved. The motion passed unanimously.

****** EXPECTED EXECUTIVE SESSION******

City Council President Shannon and Councilor Bushor made a motion to go into executive session at 6:20pm to discuss a real estate transaction and contract negotiations. Premature disclosure would put the City at a substantial disadvantage. The motion passed unanimously.

Mayor Weinberger left the meeting. CAO Rusten took over as Chair.

11. Transfer of Property

12. Legal Services

Councilors Knodell and Bushor made a motion to go out of executive session at 6:52pm.

Without objection, CAO Rusten adjourned the Board of Finance meeting at 6:52pm.

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BOARD OF FINANCE
MONDAY, JANUARY 27, 2014

MINUTES

PRESENT: Mayor Weinberger; City Council President Shannon; Councilors Bushor, Knodell, and Aubin; CAO Rusten

ALSO PRESENT: Councilor Hartnett; ACAOs Goodwin and Schrader; Assistant City Attorney Haesler; Susan Leonard, HR; Laurie Adams, DPW; Seth Lasker, Fire; Rubi Simon, Library; Jesse Bridges, Parks; Bill Ward, Code Enforcement; Dr. Martha Lang, Ward 1 Resident; City Attorney Blackwood (arrived at 5:15pm); Steve Roy, DPW (arrived at 5:20pm); Mike Kanarick, Mayor's Office (arrived at 5:20pm).

1. Agenda

CAO Rusten stated they will recess the Executive Session to have a second executive session at 6:15 to talk about BT.

Councilor Knodell requested a brief discussion about the PIAP proposal.

Councilor Bushor requested a brief explanation of the step placement for the senior accountant payroll item.

The agenda was adopted unanimously as amended.

2. Public Forum

Martha Lang, Ward 1 Resident, discussed the Burlington School Board budget and proposed real estate transaction.

3. Approval of Board of Finance Minutes

a. January 13, 2014

Councilor Bushor and City Council President Shannon made a motion to approve the minutes. The motion passed unanimously.

4. Authorization for Vehicle and Equipment Replacement – Parks

Councilor Bushor and City Council President Shannon made a motion to approve the vehicle and equipment purchase.

Councilor Bushor inquired if they should spell out what vehicles are being replaced in the resolution. Jesse Bridges, Parks, stated they tried not to get into the detail, because that was outlined in the additional information that accompanied the resolution. Councilor Bushor suggested they should reference the date of the memo in the resolution to link them together.

The motion passed unanimously.

5. Authorization for Contract for Hydrologic/Hydraulic Model of Main Plant Collection System - DPW

Councilor Bushor and City Council President Shannon made a motion to approve the contract. The motion passed unanimously.

6. Authorization for Increase in Maximum Tax Rate for General City Purposes – C/T

Councilor Knodell and City Council President Shannon made a motion to approve the tax increase.

Councilor Bushor stated she does believe that this is necessarily and will likely recommend approval. The needs outlined in the resolution were broad and citizens will want more detail about where money will be spent. She also stated she is concerned that there are a number of limited service positions included in this, and is unsure if this needs to happen all at once or if it could be phased in.

City Council President Shannon stated three years ago the Council supported a tax increase going on the ballot. There was a suggestion that they divide that question so that part of it would be dedicated to support Police and Fire and part of it would support other areas of the general fund. That passed the Council but failed with the voters. The next year they were told they needed an increase for Police and Fire, but they decided to leave it up to the next administration. They have been lucky to get by for as long as they have without a tax increase. There are some limited service positions that are being created by this, but she can see how thin the City is running. They are losing efficiency by running as thin as they are. Creating some positions that will save money in the long run makes sense. She completely supports this.

Mayor Weinberger stated it is not the new positions that are driving the need for a tax increase. CAO Rusten stated there are thirteen key cost drivers that resulted in a shortage of $2.6 million. They had nothing to do with new positions. The tax increase that they are proposing would only raise about $1.4 million. The new positions are steps towards getting out of the position they are in long term. They have 400 general fund employees and about an equal number of computers. 20% of those are over 5 years old. This year, they bought 24 new computers, some of which are still in the box because they have not had the staff to get them out. People are using old computers and software. They have only two full time employees that function as an IT Department. Departments have their own people who are supposed to be doing different jobs working on IT. They have people adding software that does not match their system. They have people asking for information that they are unable to provide because they do not have the network, computers, or people to do so. In the long term, this should save them money. They have included the cost of IT people, but also cost savings that they will provide. This is a strategy designed to address the problems in the FY15 budget. If they do not raise the tax and eliminate the ten new positions, they will still have a large hole. They will have to cut the services they have instead of offering more services.

Councilor Bushor stated she would like talking points about the new positions. The information

provided was very broad, and she thinks the public will need more detail to support it. They have identified the need for a unified IT system. That is where they need to go. Knowing how the money will be utilized is important. CAO Rusten stated he does have some talking points that he has identified. The proposed budget maintains and expands current operations and services to citizens, it builds on the goal of long term fiscal stability, it assists more vulnerable populations, and it responds to citizens' concerns about property taxes.

Councilor Knodell stated the list of cost drivers is vague. CAO Rusten stated he identified the positions within the expenditures. Councilor Knodell stated there are some items that are driving costs that are the result of Council action, such as livable wage requirements. She inquired if the contract needs, such as the Diversity and Equity Contractor, will be ongoing expenses. CAO Rusten stated the decision has not been made what the long term expenditures will be. They have talked about hiring that position in Human Resources, but it is currently not included in salaries. Councilor Knodell stated she is supportive of the proposal and they have done a good job of being prudent. CAO Rusten stated in the budget, the new positions and the elimination of one position will result in a net cost of about $718,000. They have $115,000 in the budget as revenue to help pay for those positions. There is also $265,000 of cost savings that will help pay for those positions. There is also $100,000 of new revenue that they believe would not occur without those positions. When they take all of that, the cost of the positions in FY15 is really about $238,000. Councilor Bushor inquired if that includes benefits. CAO Rusten stated it does. Some of these positions will also provide better services to people. Mayor Weinberger noted that only a small portion of the new revenue will go to fund new positions.

The motion passed unanimously.

6.5 Discussion of Waterfront TIF Capacity

Councilor Knodell stated last week they reviewed the capacity of the Waterfront TIF to take on the proposed additional debt. They went through a number of scenarios, but it occurred to her that they did not look at the scenario in which Moran would be demolished. They did show that the numbers work for that scenario because they would be issuing less debt and Moran would have less debt service.

Councilor Bushor inquired where the money will come from if they demolish Moran. They would have to borrow money to do that. Mayor Weinberger stated they are asking for authorization to borrow $9.6 million. Councilor Bushor inquired if they can use that money to demolish the building. Mayor Weinberger stated they can. If they demolish the building, they will still have the capacity to borrow that amount of money. They would spend much less on demolition than they would on redeveloping Moran.

7. Review Monthly Financials as of December 31, 2014 – C/T

CAO Rusten stated they have added a column to the report that shows revenues and expenditures through December line by line. At this point, there are some lines that are not bringing in the revenue anticipated, but others that are bringing in more revenue. They have looked at the aggregate of revenues and expenditures and it looks like they are doing alright. Departments have identified some of the issues in the notes. There was nothing that struck him as a huge problem, but he will be speaking to some Departments.

8. Review Sweep Account Analysis as of January 22, 2014 – C/T

ACAO Goodwin stated the Sweep Account is demonstrating what they forecasted last month. He organized the report to show the most significant funds at the top. They forecasted to Moody's that they would not use their line of credit until February. If they borrow, it would be no more than $2-$3 million, but their goal is not to utilize it. There is a reduction in the Water/Wastewater Account because of the refinancing of the Wastewater Bond. It was a successful deal, but it did require a deposit into a reserve account. They will need to make three more deposits. Telecom, Airport, and Retirement are all where they expect them to be. The cash balance of the TIF is $1.6 million and he expects that it will be $2 million by June 30. The balance of Impact Fees and Penny for Parks have dropped slightly. Going down the list, there are some reserve accounts for the Airport, as well as some small, immaterial accounts with balances that do not change much from month to month. The Retirement Fund still owes the sweep account about $1.6 million. He projects that they may have to borrow from the VPIC by the end of the year. The amount owed to the City from Burlington Telecom remains the same.

Councilor Knodell noted there is $14 million outstanding. ACAO Goodwin stated that is correct. That amount represents the total of all of the amounts due to and from the sweep account. The largest driver of that number is the debt from Burlington Telecom. Councilor Knodell inquired if they are funding that with the stability bond. ACAO Goodwin stated the Stability Bond has helped them reduce their reliance on short term borrowings.

9. Quarterly Budget Amendment Report – C/T

ACAO Schrader stated his overriding comment is that there have been a lot of budget amendments, and preparing this report was time consuming. There were approximately 650 line item transfers in the last quarter. Much of that was because of CEDO, as they take fund balances and use them in the next fiscal year. They do not get grant information in time to budget for it, so they have to amend the budget to accommodate it. All of these transfers were initiated by City Council resolutions or under the authority that has been granted to the CAO and the Mayor.

CAO Rusten stated he would not be surprised to see this drop off in the third quarter because of CEDO. He would expect to see an increase in the fourth quarter as people begin to move money around to finish the fiscal year. He inquired if the Board feels the report is worth the time they are putting into it. They can print a report from New World which is harder to follow, but it would take substantially less time to prepare. Councilor Bushor stated she feels that the Council needs to be aware of what goes on as they become more removed from transfer of money. She would like to see the activity, but she is not sure it is worth the time it took to prepare it.

Councilor Knodell inquired what the purpose of the report is. CAO Rusten stated they receive requests to move money from one line to another. They have to determine if it is an appropriate use and if there is money that they can use. The Council is double checking this. Councilor Knodell stated the purpose is to see if the CAO's authority is being used correctly, but she is not sure she would be able to do that from this report. CAO Rusten stated the only thing they would be able to tell is if the dollar amount was higher than the amount that they were given authority to adjust. Mayor Weinberger stated New World has given them the ability to make micro transfers that were not happening before. The Council asked for a report on this authority. He

inquired if they expect a drop off in the next year as they have been using New World longer. CAO Rusten stated he does predict a drop off in the next year. They get requests for budget amendments in paper form. They could have a folder with all of the forms available for review. They would not have to do so much work to prepare a report. Councilor Bushor stated there are a number of items that are not of interest. If there is value in this report, they may need there to be a higher threshold. If one line item is depleted significantly and the Council finds out about it, they might have liked to have input. She wants to remain aware of their actions. CAO Rusten stated they will continue to think of ideas about how to report this.

City Council President Shannon stated she thinks it is important for them to understand what is happening in the budget, but she does not get that from this report. She inquired if any of these transfers have changed the bottom line for a Department Budget. CAO Rusten stated if it is purely an adjustment in expenses it does not. The only thing that would create a difference is if there is increase revenue in a Department's budget, such as receipt of a grant. There would be an increase in revenue and a corresponding increase in expense. City Council President Shannon stated every expense increase has an equal revenue increase or expense decrease. ACAO Schrader stated that is correct with very few exceptions. City Council President Shannon suggested they should focus on the exceptions. CAO Rusten stated their authority only extends to budget neutral amendments. With CEDO, they moved money forward from a previous year, which was done through a City Council resolution. City Council President Shannon stated she would want to see if money was moved from one Department to another. She would also want to know if they cancelled a program within the budget the City Council approved. She does not see anything on this report that is of concern to her. ACAO Schrader stated there is a column in the monthly financial that shows budget amendments which corresponds to the quarterly budget amendment reports. They will see this information in the monthly financials. CAO Rusten stated the amount in the monthly financial is an aggregate amount rather than a line by line listing. ACAO Schrader stated if they have questions with regards to a budget amendment in the monthly financial, they can ask for more detail.

Councilor Bushor stated she believes there should be an orientation and explanation for new Board of Finance members about where they can find information. There are things that they do not understand with the new formatting. She believes that it is important that they know about new money coming in and how it is spent. If there is a significant amount of money being transferred from one line item to another that may tell them they should be tracking something more closely as they create their next budget. CAO Rusten stated they have been putting the grants that they accepted on Board of Finance agendas so that they get that information.

9.5 Discuss Step Placement for Senior Accountant Payroll - HR

Councilor Bushor stated she understands they are placing someone at a step. She got lost when reading about the budget for this position. She inquired if they are compensating this person the way that they would anyone else. Susan Leonard, HR, stated the step placement is fine. Human Resources is asked to report the budgetary impact of step placements and reclassifications. If the incumbent was a step 3 and the new person will be a step 6, there is an impact on the budget. In this case, they are reporting that there is no budget impact. The previous person was a step 1, however in the interim, they paid for and budgeted for a person who was paid higher than at step 1. They wanted to be transparent. Councilor Bushor stated the interim person was compensated at step 7, but the budget listed the position at step 1. Ms. Leonard stated that is correct.

*** * * EXPECTED EXECUTIVE SESSION * * ***

On a motion by City Council President Shannon and Councilor Knodell, the Board voted unanimously to go into executive session at 6:00pm to discuss a real estate transaction and pending litigation. Premature disclosure would place the City at a substantial disadvantage.

10. Transfer of Property

11. Discussion of Burlington Telecom

Without objection, the Board ended the executive session at 6:55pm.

Without objection, Mayor Weinberger adjourned the Board of Finance meeting at 6:55 pm.

FOR INFORMATION PURPOSES ONLY

Grants Accepted Since Last Meeting

- **Certified Local Government Grant – P/Z - $16,343 – Architectural Planning and Engineering for College Street Congregational Church, Seminar on Fire Risk Management and Protection Strategies**

Communications

- **Letter from Meghan Humphrey, HANDS**
- **Step Placement for Senior Accountant Payroll - HR**

HUMAN RESOURCES DEPARTMENT
City of Burlington

179 South Winooski Avenue, Suite 100, Burlington, VT 05401

Voice (802) 865-7145
Fax (802) 864-1777
Vermont Relay: 7-1-1 or 800-253-0191

TO: City Council

FROM: Stephanie Reid, Interim Human Resources Generalist
Susan Leonard, Human Resources Director

DATE: February 3, 2014

RE: Communication – Step placement for Aster Turnbull, Senior Accountant, Payroll

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We respectfully bring forth a communication from Assistant Chief Administrative Officer, Rich Goodwin, that Aster Turnbull, Senior Accountant, Payroll be considered for step-placement. This request is pursuant to the City of Burlington Comprehensive Personnel Policy, Section 5.4 Compensation Plan, subsection a. Placement, which states: "To the extent that previous relevant experience equals or exceeds the necessary knowledge and skills, job duties and responsibilities of the position being sought, those specific and relevant years of experience (less the minimum number of years of experienced required in the position description) may be converted to additional steps at a 2:1 ration, up to a maximum of step seven (7)".

The required minimum qualifications for the position are five (5) years of relevant experience in accounting and an Associates Degree in Accounting or Business Administration. As represented in her resume, Ms. Turnbull possesses an Associates Degree in Science - Biology and 15 years' experience, as well as 14 months of City work as a temporary employee Senior Account –Payroll for the Clerk/Treasurer's Office.

Based on these qualifications, pursuant to Section 5.4(a) of the City of Burlington's Comprehensive Personnel Policy Manual, Ms. Turnbull is eligible for placement at a step seven (7). This equates to a salary of $56,529.73 per year. This annual amount is derived from the FY14 Non-Union Pay scale. This request does not represent a change to the organizational chart for the department. The Mayor and the Human Resource Director have the authority to make this step placement and will do so.

We want to let you know that at the time of the FY14 budget creation, Stephanie Hanker, permanently assigned to the Human Resources Department, held the position of Senior Accountant, Payroll on an Interim basis. Because of this, Stephanie's grade eighteen (18), step seven (7) salary of $57,649, which is inclusive of an assumed mid-year step, was the amount used for the position and approved as part of the FY14 payroll budget. However, the position itself had not been approved as a step 7. If the position had been budgeted for the actual approved step the allocation for the position would have been $52,635, which is the salary for grade eighteen (18), step three (3) associated with the regular, full-time person holding the position prior to Ms. Hanker; Ms. Donna Flies. Given the above, there is currently sufficient budget allocated to the position to cover Ms. Turnbull's step placement and this request does not require additional general fund resources. However, given that the higher budget allocation was approved, using the erroneous step level during the budget process, we felt it most appropriate to inform you of this situation. And, as there is sufficient revenue in the budget, no Budget Amendment is needed.

Based on the Assistant Chief Administrative Officer, pursuant to Section 5.4(a) of the City of Burlington's Comprehensive Personnel Policy Manual, which states: "Upon placement of an employee, a communication shall be sent to the City Council detailing the placement", and with Mayoral and HR Director approval to place Ms. Turnbull at a step five (7), grade eighteen (18) to take effect immediately following approval.

Burlington City Council

802/865-7136
TTY 802/865-7142

OPENINGS
BURLINGTON CITY COMMISSIONS/BOARDS

On Monday, March 10, 2014, the Burlington City Council will fill vacancies on the following City Commissions/Boards:

Parks and Recreation Commission	**Term expires 6/30/15**	**One Opening**
Board of Tax Appeals	**Term expires 6/30/14**	**One Opening**
Board of Tax Appeals	**Term expires 6/30/15**	**One Opening**

Applications may be submitted to the Clerk/Treasurer's Office, 149 Church Street, Burlington, VT 05401 Attn: Lori with the deadline date for submission being Wednesday, March 5, 2014, no later than 4:30 p.m.

If you have any questions please contact Lori at (802)865-7136 or via email lolberg@burlingtonvt.gov.

Non-Discrimination

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

RECEIVED
2014 JAN 29 P 2:22
BURLINGTON CITY CLERK
TREASURER'S OFFICE

January 29, 2014

City Clerk/Treasurer's Office
City Hall – 149 Church Street
Burlington, VT 05401

To Whom It May Concern:

In accordance with the resolution of April 14, 1997, for the period from January 22nd, 2013 to June 11th, 2013 the Board of Fire Commissioners held five (5) meetings: January 22nd, March 12th, April 30th, June 11th and June 27th.

Records indicate the attendance as follows:

	1/22/13	3/12/13	4/30/13	6/11/13	06/27/13
Mark Saba, Chair		X	X	X	X
Kevin McLaughlin, Vice Chair	X	X	X		
John Vincent, Jr.	X	X	X	X	X
Jacob Perkinson	X	X	X	X	X
Linda Sheehey	X	X	X	X	X

Sincerely,

Meghan Sweeney
CLERK OF THE BOARD

CC: Mayor Miro
City Council
Board of Fire Commissioners
Chief Engineer Seth Lasker
Fire Commission File

January 8, 2014

RECEIVED
2014 JAN 29 P 2:
BURLIN
TREASU
CLERK'S OFFICE

City Clerk/Treasurer's Office
City Hall – 149 Church Street
Burlington, VT 05401

To Whom It May Concern:

In accordance with the resolution of April 14, 1997, for the period from July 30th, 2013 to December 17th, 2013 the Board of Fire Commissioners held five (5) meetings: July 30th, September 17th, October 22nd, November 26th, and December 17th.

Records indicate the attendance as follows:

	7/30/13	9/17/13	10/22/13	11/26/13	12/17/13
Jacob Perkinson, Chair	X	X	X	X	X
Kevin McLaughlin, Vice Chair	X	X	X	X	X
John Vincent, Jr.	X	X	X	X	
Linda Sheehey	X	X		X	X
Scot Sweeney	X	X		X	X

Sincerely,

Meghan Sweeney
CLERK OF THE BOARD

CC: Mayor Miro
City Council
Board of Fire Commissioners
Chief Engineer Seth Lasker
Fire Commission File

GENERAL FUND REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Last Year Collected	Memo & Notes
Row Labels	Organizational Name Set	Sum of Current Month	Sum of Adopted Budget	Sum of Budget Amendments	Sum of Amended Budget	Sum of YTD Encumbrances	Sum of YTD Transactions	Sum of BalanceLeftTD			
101-00---	Non-Departmental	$303,702	$41,606,343	$50,000	$41,656,343	$0	$20,891,562	$20,764,781	50.15%	91.00%	Showing actual revenue collected and no longer accounts receivable
101-04-000--	Clerk/Treasurer/Admin	$232,410	$2,531,037	$25,000	$2,556,037	$0	$1,602,376	$953,661	62.69%	55.00%	
101-05-000--	City Attorney/Admin	$3,301	$200,000	$0	$200,000	$0	$20,552	$179,448	10.28%	33.00%	
101-06-000--	Planning and Zoning/Admin	$85,698	$486,234	$0	$486,234	$0	$446,500	$39,735	91.83%	47.00%	Impact fees were being mingled with permit reveune until end of November. Now they are being correctly allocated to their own respective accounts
101-07-000--	City Assessor/Admin	$76	$94,100	$0	$94,100	$0	$247	$93,853	0.26%	1.00%	99% of the money collected is from the State Tax Department for Reappraisal funds
101-08-000--	Human Resources/Admin	$0	$0	$0	$0	$0	$0	$0		56.00%	No revenues budgeted for FY 14
101-15-000--	Fire/Admin	$52,442	$889,000	$1,000	$890,000	$0	$381,424	$508,576	42.86%	64.00%	Not all collected showing up in Monthly
101-15-042--	Fire/Fire Protection	$90,402	$300,000	$0	$300,000	$0	$298,884	$1,116	99.63%	77.00%	
101-15-044--	Fire/Grants	$0	$77,763	$82,264	$160,027	$0	$29,607	$130,420	18.50%	0.00%	Reimbursements equal actual expense - Not all expended/billed yet
101-17-000--	Police/Admin	$1,465	$0	$0	$0	$0	$161,381	-$161,381		0.00%	Equitable Share - Deposits accounted separately
101-17-044--	Police/Grants	$0	$432,237	$98,740	$530,977	$0	$147,995	$382,982	27.87%	0.00%	Reimbursements equal actual expense - Not all expended/billed yet
101-17-050--	Police/Police Uniform Services	$40,902	$590,200	$9,000	$599,200	$0	$240,444	$358,756	40.13%	10.00%	Motor Vehicle Fines - Revenue Projection of $125,000 will be reduced, No longer charging for Records; SRO billing occurs in 3rd Qtr
101-17-051--	Police/Airport Security	$95,189	$1,142,270	$0	$1,142,270	$0	$571,136	$571,135	50.00%	50.00%	Annual Service Agreement - will be 100% at 6-30
101-17-052--	Police/Dispatch and Communications	$0	$40,000	$0	$40,000	$0	$32,052	$7,948	80.13%	0.00%	
101-17-053--	Police/Parking Enforcement	$115,923	$1,436,100	$0	$1,436,100	$0	$697,524	$738,576	48.57%	33.00%	Delay in reporting Credit Card payments - should be resolved by next quarter
101-19-000--	Public Works/Admin	$41,485	$495,450	$0	$495,450	$0	$248,011	$247,439	50.06%	46.00%	
101-19-150--	Public Works/Engineering	$0	$862,293	$0	$862,293	$0	$215,331	$646,962	24.97%	33.00%	Invoicing incomplete
101-19-151--	Public Works/Equipment Maintenance	$203,471	$1,958,039	$0	$1,958,039	$0	$1,014,083	$943,956	51.79%	45.00%	
101-19-152-480-	Public Works/Streets/Snow Removal	$20,247	$215,000	$0	$215,000	$0	$109,831	$105,169	51.08%	48.00%	
101-19-152-481-	Public Works/Streets/Street Maintenance	$114,021	$1,168,920	$0	$1,168,920	$0	$559,529	$609,391	47.87%	161.00%	
101-19-152-482-	Public Works/Streets/Street Concrete	$0	$815,000	$0	$815,000	$0	$50	$814,950	0.01%	0.00%	
101-19-153--	Public Works/Recycling	$47,919	$511,200	$0	$511,200	$0	$219,021	$292,179	42.84%	43.00%	
101-19-154--	Public Works/Inspection Services	$30,838	$720,000	$0	$720,000	$0	$444,724	$275,276	61.77%	50.00%	
101-19-155--	Public Works/Central Facility	$20,595	$247,140	$0	$247,140	$0	$123,570	$123,570	50.00%	50.00%	
101-20-000--	Code Enforcement/Admin	$10,575	$1,043,350	$0	$1,043,350	$0	$81,422	$961,928	7.80%	92.00%	Rental billing does not occur until April 1, 2014 and represents over $871,0000.
101-21-060--	Fletcher Free Library/General Services	$18,711	$138,100	$1,000	$139,100	$0	$46,313	$92,787	33.29%	37.00%	
101-21-061--	Fletcher Free Library/Summer Reading Program	$0	$15,000	$0	$15,000	$0	$258	$14,742	1.72%	37.00%	
101-21-062--	Fletcher Free Library/English as a Second language	$0	$6,500	$0	$6,500	$0	$0	$6,500	0.00%	43.00%	
101-23-000-000-	Parks and Recreation/Admin/Administration	$1,386	$12,500	$18,463	$30,963	$0	$58,381	-$27,418	188.55%	22.00%	Additional grant revenue
101-23-044--	Parks and Recreation/Grants	$0	$0	$120,000	$120,000	$0	$0	$120,000	0.00%	0.00%	Grants have been awarded and are reimbursable so revenues will be received at a later date
101-23-100-000-	Parks and Recreation/Parks/Administration	$910	$25,000	$0	$25,000	$0	$23,690	$1,310	94.76%	48.00%	
101-23-100-235-	Parks and Recreation/Parks/Grounds Maintenance	$12,917	$24,500	$0	$24,500	$0	$13,862	$10,638	56.58%	36.00%	Contract for water/wastewater grounds maintenance has been billed but not paid
101-23-100-236-	Parks and Recreation/Parks/Buildings Maintenance	$0	$10,000	$0	$10,000	$0	$11,695	-$1,695	116.95%	17.00%	Higher reimbursement rate for off season work
101-23-100-237-	Parks and Recreation/Parks/Trees & Greenways	$0	$23,000	$0	$23,000	$0	$2,790	$20,210	12.13%	15.00%	Majority of revenue work is performed in the winter doing hne work for BED - not billed in full or completed yet
101-23-100-238-	Parks and Recreation/Parks/Community Gardens	$2,626	$23,000	$0	$23,000	$0	$11,554	$11,446	50.23%	38.00%	Garden registration is going on now and will fill up through the end of winter
101-23-100-239-	Parks and Recreation/Parks/Cemeteries	$4,330	$131,200	$0	$131,200	$0	$47,880	$83,320	36.49%	31.00%	New rates in effect starting in October, slower time for burials
101-23-101-000-	Parks and Recreation/Recreation/Administration	$0	$49,000	$2,330	$51,330	$0	$40,828	$10,502	79.54%	16.00%	Majority of revenue for July 3rd festivities - known shortfall of $10k due to last minute sponsor decision
101-23-101-245-	Parks and Recreation/Recreation/Recreation Programs	$27,502	$397,900	$0	$397,900	$0	$264,811	$133,089	66.55%	67.00%	Majority of revenue for summer camp programs - projecting a shortfall (25,000) based on fall registrations year end
101-23-101-246-	Parks and Recreation/Recreation/Events	$0	$93,000	$0	$93,000	$0	$43,738	$49,262	47.03%	48.00%	
101-23-101-247-	Parks and Recreation/Recreation/Bus Operations	$0	$5,000	$0	$5,000	$0	$0	$5,000	0.00%	0.00%	No bus operations - corresponding savings on expense side
101-23-101-248-	Parks and Recreation/Recreation/Athletic Programs	$5,309	$110,000	$0	$110,000	$0	$62,771	$47,229	57.06%	51.00%	
101-23-103-255-	Parks and Recreation/Facilities/Leddy Arena	$35,131	$617,000	$0	$617,000	$0	$220,691	$396,309	35.77%	38.00%	Majority of revenue in winter months
101-23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	$2,822	$205,400	$0	$205,400	$0	$73,481	$131,919	35.77%	36.00%	Loss of Annex rental (14K) shortage expected; Majority of revenue in winter months
101-23-103-257-	Parks and Recreation/Facilities/North Beach	$0	$536,500	$0	$536,500	$0	$386,116	$150,384	71.97%	71.00%	Majority of revenue in summer
101-23-103-258-	Parks and Recreation/Facilities/Waterfront	$61,318	$1,149,800	$0	$1,149,800	$0	$608,216	$541,584	52.90%	46.00%	Seasonal Boater renewal upcoming accounts for large % of remaining revs
101-23-103-259-	Parks and Recreation/Facilities/Miller Center	$10,430	$95,500	$32,500	$128,000	$0	$41,865	$86,135	32.71%	50.00%	Majority of revenue in winter months
101-23-103-260-	Parks and Recreation/Facilities/Public Buildings	$0	$36,500	$0	$36,500	$0	$0	$36,500	0.00%	0.00%	No internal charges for facilities
101-27-000-000-	Burlington City Arts/Admin/Administration	$0	$0	$0	$0	$0	$0	$0		0.00%	
101-27-000-051-	Burlington City Arts/Admin/Development	$82,259	$625,500	$36,000	$661,500	$0	$148,987	$512,513	22.52%	18.00%	
101-27-175--	Burlington City Arts/BCA Center	$11,778	$160,500	$30,000	$190,500	$0	$108,170	$82,330	56.78%	19.00%	
101-27-176-055-	Burlington City Arts/Arts Education/Print Studio	$0	$0	$0	$0	$0	-$2,040	$2,040		40.00%	No revenues budgeted for FY 14
101-27-176-056-	Burlington City Arts/Arts Education/Clay Studio	$1,263	$15,038	$0	$15,038	$0	$9,105	$5,933	60.54%	61.00%	
101-27-176-057-	Burlington City Arts/Arts Education/Photo Studio	$0	$0	$0	$0	$0	$0	$0		29.00%	No revenues budgeted for FY 14
101-27-176-058-	Burlington City Arts/Arts Education/Visual Arts	$15,440	$240,625	$0	$240,625	$0	$133,312	$107,313	55.40%	76.00%	
101-27-177--	Burlington City Arts/Festivals/Events	$1,500	$21,500	$0	$21,500	$0	$2,639	$18,861	12.27%	7.00%	
101-27-178--	Burlington City Arts/Public Art	$0	$0	$0	$0	$0	$710	-$710		67.00%	No revenues budgeted for FY 14
Grand Total		**$1,806,294**	**$62,629,239**	**$506,297**	**$63,135,536**	**$0**	**$30,897,076**	**$32,238,460**	48.94%		

GENERAL FUND EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Last Yr Expensed	Memo & Notes	
101-00---	Non-Departmental	$145,369	$17,657,528	$73,535	$17,731,063	$10,122	$4,544,123	$13,176,818	25.69%			
101-01-000--	City Council/Admin	$9,743	$115,213	-$28,000	$87,213	$7,690	$33,282	$46,241	46.98%	21.00%		
101-01-001--	City Council/Regional Programs	$26,938	$2,115,254	$106,760	$2,222,014	$787,752	$1,282,905	$151,357	93.19%	95.00%		Approved Encumbrance
101-02-000--	Mayor's Office/Admin	$24,703	$309,014	$0	$309,014	$403	$141,572	$167,040	45.94%	46.00%		
101-04-000--	Clerk/Treasurer/Admin	$180,417	$1,946,102	$0	$1,946,102	$77,763	$1,032,946	$835,392	57.07%	53.00%		
101-04-010--	Clerk/Treasurer/Elections/Voter Registration	$1,108	$19,350	$0	$19,350	$0	$5,851	$13,499	30.24%	48.00%		
101-04-011--	Clerk/Treasurer/Information Technology	$98,436	$645,149	$0	$645,149	$25,017	$447,047	$173,085	73.17%	115.00%		
101-04-012--	Clerk/Treasurer/Payroll	$17,756	$225,545	$0	$225,545	$825	$115,756	$108,964	51.69%	48.00%		
101-05-000--	City Attorney/Admin	$60,213	$935,564	$0	$935,564	$22,371	$359,666	$553,528	40.83%	49.00%		
101-06-000--	Planning and Zoning/Admin	$82,990	$690,008	$0	$690,008	$4,880	$346,576	$338,552	50.94%	44.00%	Larger expenses for consultants coming due in the 3rd Qtr, and training and travel not until the 4th qtr.	
101-07-000--	City Assessor/Admin	$19,439	$237,972	$0	$237,972	$0	$110,015	$127,957	46.23%	42.00%		
101-08-000--	Human Resources/Admin	$41,008	$503,523	$0	$503,523	$717	$209,876	$292,930	41.82%	43.00%		
101-15-000--	Fire/Admin	$104,044	$821,123	$1,000	$822,123	$68,086	$454,635	$299,402	63.58%	51.00%	Extra Duty Jobs high due to Fire Watch on Signal Kitchen - A/R - Revenue acct correlates	
101-15-040--	Fire/FIre Suppression	$557,649	$5,523,004	$0	$5,523,004	$32,836	$2,999,728	$2,490,440	54.91%	49.00%	Retirement Benefits - City Administration	
101-15-041--	Fire/Emergency Medical Services	$126,927	$1,000,693	-$106,760	$893,933	$935	$556,636	$336,362	62.37%	40.00%		
101-15-042--	Fire/FIre Protection	$0	$0	$0	$0	$0	$0	$0		51.00%		
101-15-043--	Fire/FIre Training	$0	$0	$0	$0	$0	$0	$0		46.00%		
101-15-044--	Fire/Grants	$0	$77,763	$82,264	$160,027	$0	$46,046	$113,981	28.77%	37.00%		
101-17-000--	Police/Admin	$3,975	$120,000	$0	$120,000	$46,124	$8,918	$64,958	45.87%	15.00%		
101-17-044--	Police/Grants	$7,907	$432,237	$98,740	$530,977	$665	$143,804	$386,508	27.21%	12.00%		
101-17-050--	Police/Police Uniform Services	$965,101	$9,242,843	-$22,450	$9,220,393	$91,870	$5,078,538	$4,049,985	56.08%	57.00%	Retirement Benefits - City Administration	
101-17-051--	Police/Airport Security	$53,911	$633,329	$0	$633,329	$365	$267,097	$365,867	42.23%	57.00%	Retirement Benefits - City Administration	
101-17-052--	Police/Dispatch and Communications	$92,559	$997,256	$1,200	$998,456	$7,551	$491,434	$499,471	49.98%	48.00%		
101-17-053--	Police/Parking Enforcement	$48,083	$502,262	$250	$502,512	$15,840	$261,960	$224,712	55.28%	39.00%		
101-19-000--	Public Works/Admin	$43,177	$521,807	$0	$521,807	$6,621	$292,918	$222,269	57.40%	48.00%		
101-19-150--	Public Works/Engineering	$85,057	$884,557	$0	$884,557	$2,904	$423,188	$458,465	48.17%	46.00%		
101-19-151--	Public Works/Equipment Maintenance	$224,579	$2,293,759	$0	$2,293,759	$44,298	$1,128,831	$1,120,629	51.14%	46.00%		
101-19-152-480-	Public Works/Streets/Snow Removal	$177,106	$1,007,764	$34,200	$1,041,964	$77,556	$269,738	$694,670	33.33%	27.00%		
101-19-152-481-	Public Works/Streets/Street Maintenance	$133,951	$1,204,062	-$34,200	$1,169,862	$16,667	$787,300	$365,895	68.72%	62.00%		
101-19-152-482-	Public Works/Streets/Street Concrete	$72,066	$404,863	$0	$404,863	$26,311	$219,060	$159,493	60.61%	46.00%		
101-19-153--	Public Works/Recycling	$39,126	$511,200	$0	$511,200	$235	$203,062	$307,903	39.77%	36.00%	Seasonal	
101-19-154--	Public Works/Inspection Services	$30,445	$579,193	$0	$579,193	$721	$170,754	$407,718	29.61%	24.00%		
101-19-155--	Public Works/Central Facility	$247,877	$487,211	$0	$487,211	$5,588	$305,161	$176,462	63.78%	67.00%		
101-19-400-412-	Public Works/Water/Metering	$0	$0	$0	$0	$0	$0	$0		0.00%	Principle/Interest payment not due until December. staff vacancy 6 weeks	
101-20-000--	Code Enforcement/Admin	$79,467	$1,019,013	$0	$1,019,013	$7,709	$455,682	$555,622	45.47%	47.00%		
101-21-060--	Fletcher Free Library/General Services	$118,334	$1,441,641	$60,465	$1,502,106	$38,778	$745,675	$717,653	52.22%	46.00%		
101-21-061--	Fletcher Free Library/Summer Reading Program	$0	$15,383	$0	$15,383	$1,433	$5,019	$8,931	41.94%	26.00%		
101-21-062--	Fletcher Free Library/English as a Second language	$0	$6,200	$0	$6,200	$0	$288	$5,912	4.65%	8.00%		
101-23-000-000-	Parks and Recreation/Admin/Administration	$36,455	$514,356	$19,569	$533,925	$8,154	$203,853	$321,919	39.71%	46.00%		
101-23-000-230-	Parks and Recreation/Admin/Parks Planning	$5,856	$74,334	$0	$74,334	$0	$35,840	$38,494	48.22%	0.00%		
101-23-044--	Parks and Recreation/Grants	$1,275	$20,000	$133,000	$153,000	$2,496	$4,900	$145,604	4.83%	0.00%		
101-23-100-000-	Parks and Recreation/Parks/Administration	$28,632	$488,025	-$10,000	$478,025	$14,594	$202,147	$261,284	45.34%	56.00%		
101-23-100-235-	Parks and Recreation/Parks/Grounds Maintenance	$35,523	$374,575	$5,000	$379,575	$6,505	$176,736	$196,335	48.28%	57.00%		
101-23-100-236-	Parks and Recreation/Parks/Buildings Maintenance	$47,305	$542,992	-$2,820	$540,172	$23,890	$260,491	$255,792	52.65%	42.00%		
101-23-100-237-	Parks and Recreation/Parks/Trees & Greenways	$18,167	$216,782	$0	$216,782	$443	$123,554	$92,785	57.20%	48.00%		
101-23-100-238-	Parks and Recreation/Parks/Community Gardens	$0	$19,540	$0	$19,540	$132	$10,228	$9,180	53.02%	39.00%	Longest part of season in first part of fiscal year July to October	
101-23-100-239-	Parks and Recreation/Parks/Cemeteries	$28,421	$235,743	$5,000	$240,743	$3,075	$115,991	$121,677	49.46%	55.00%		
101-23-101-000-	Parks and Recreation/Recreation/Administration	$10,142	$253,460	$10,489	$263,949	$5,353	$171,366	$87,230	66.95%	60.00%	Majority of expenses for July 3rd festivities and lifeguards	
101-23-101-245-	Parks and Recreation/Recreation/Recreation Programs	$28,847	$507,310	-$8,159	$499,151	$9,227	$257,576	$232,347	53.45%	57.00%		
101-23-101-246-	Parks and Recreation/Recreation/Events	$14,290	$102,980	-$1,106	$101,874	$2,447	$49,044	$50,384	50.54%	40.00%	Bulk of expense for summer programs at beginning of year	
101-23-101-247-	Parks and Recreation/Recreation/Bus Operations	$0	$12,000	$0	$12,000	$0	$99	$11,901	0.83%	20.00%	Limited bus operations	
101-23-101-248-	Parks and Recreation/Recreation/Athletic Programs	$11,002	$176,692	$0	$176,692	$762	$85,836	$90,094	49.01%	59.00%	Spring expenses upcoming - decreased revenues correlate to some decreased expenses	
101-23-103-255-	Parks and Recreation/Facilities/Leddy Arena	$65,479	$663,823	$0	$663,823	$91,490	$295,225	$277,107	58.26%	58.00%		
101-23-103-256-	Parks and Recreation/Facilities/Memorial Auditorium	$14,895	$166,398	$10,000	$176,398	$10,391	$76,446	$89,561	49.23%	52.00%		
101-23-103-257-	Parks and Recreation/Facilities/North Beach	$3,101	$285,642	$0	$285,642	$9,454	$164,434	$111,755	60.88%	68.00%	Majority of expenses in first part of fiscal year - closed until April	
101-23-103-258-	Parks and Recreation/Facilities/Waterfront	$32,982	$484,238	$0	$484,238	$10,897	$275,868	$197,474	59.22%	54.00%	Majority of expenses in first part of fiscal year - closed until April	
101-23-103-259-	Parks and Recreation/Facilities/Miller Center	$9,666	$82,595	$35,320	$117,915	$18,294	$33,835	$65,786	44.21%	40.00%	Expenses highest during winter months upcoming - grant revenues increased overall expenditures available	
101-23-103-260-	Parks and Recreation/Facilities/Public Buildings	$52,619	$511,528	-$10,000	$501,528	$69,197	$223,512	$208,819	58.36%	62.00%	Majority of expenses upcoming	
101-27-000-000-	Burlington City Arts/Admin/Administration	$33,970	$479,500	$39,950	$519,450	$13,762	$218,246	$287,442	44.66%	75.00%	Majority of expenses upcoming	
101-27-000-050-	Burlington City Arts/Admin/Marketing	$0	$0	$0	$0	$0	$0	$0		33.00%	Charges in professional services for $1000 for background checks not budgeted, previously paid by HR. We are estimating an additional $2100 charged to this account by end of FY 14 for this purpose for a total of $3100 over budget unless it was budgeted as an expense by HR. Much of the Budgeted funds for software expenses had to be paid out in Q1 to cover the year. F	
101-27-000-051-	Burlington City Arts/Admin/Development	$3,513	$46,261	$0	$46,261	$3,002	$21,303	$21,956	52.54%	43.00%		
101-27-175--	Burlington City Arts/BCA Center	$26,836	$459,910	$26,050	$485,960	$9,641	$229,431	$246,888	49.20%	34.00%	We collect 75% of fundraised funds in the second half of the year, with highest collections occuring between April and June	
101-27-176-055-	Burlington City Arts/Arts Education/Print Studio	$0	$0	$0	$0	$0	$619	-$619		75.00%	Land and local expenses, artist payments out for consignments up but corresponding increase in revenue. Professional services for summer residency occur in Q1	
101-27-176-056-	Burlington City Arts/Arts Education/Clay Studio	$75	$0	$0	$0	$0	$2,824	-$2,824		62.00%		
101-27-176-057-	Burlington City Arts/Arts Education/Photo Studio	$301	$0	$0	$0	$0	$163	-$163		57.00%		
101-27-176-058-	Burlington City Arts/Arts Education/Visual Arts	$26,065	$412,476	$0	$412,476	$9,782	$207,010	$195,684	52.56%	45.00%		
101-27-176-059-	Burlington City Arts/Arts Education/Art from the Heart	$0	$0	$0	$0	$0	$0	$0		50.00%	Summer camps skew Q1, with a number of teachers salaries occurring in July and August.	
101-27-176-060-	Burlington City Arts/Arts Education/Gallery Education	$5,966	$0	$0	$0	$0	$32,188	-$32,188		0.00%		
101-27-177--	Burlington City Arts/Festivals/Events	$0	$72,897	$0	$72,897	$0	$41,584	$31,313	57.05%	84.00%		
101-27-178--	Burlington City Arts/Public Art	$0	$0	$0	$0	$0	$0	$0		55.00%	Typically collected in June	
Grand Total		**$4,460,846**	**$62,331,442**	**$519,297**	**$62,850,739**	**$1,753,617**	**$27,465,439**	**$33,631,684**	46.49%		Moved to bca center	

SPECIAL FUNDS REVENUE
For the Month of December 2013

Organization #	Organizational Set	December Collected		Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Yr	Memo & Notes
150-08-035--	Human Resources/Health and Dental Insurance	$166,679		$10,348,377	$0	$10,348,377	$0	$970,314	$9,378,063	9.38%	23.00%	
175-00-013--	Non-Departmental/Liability Insurance	$54,031		$1,669,065	$0	$1,669,065	$0	$324,932	$1,344,133	19.47%	42.00%	
175-00-015--	Non-Departmental/Workers Compensation	$40,435		$1,530,000	$0	$1,530,000	$0	$237,794	$1,292,206	15.54%	18.00%	
230-33-000--	Market Place/Admin	$7,046		$805,552	$0	$805,552	$0	$448,024	$357,528	55.62%	9.00%	
230-33-390--	Market Place/Public Relations	$11,611		$109,816	$3,572	$113,388	$0	$77,724	$35,664	68.55%	72.00%	
230-33-391--	Market Place/General Maintenance	-$10,506		$11,000	$0	$11,000	$0	$5,500	$5,500	50.00%	6.00%	
235-04-005--	Clerk/Treasurer/Waterfront TIF	$10,983		$2,289,497	$0	$2,289,497	$0	$1,001,330	$1,288,167	43.74%	51.00%	
245-19-000--	Public Works/Admin	$63,324		$980,500	$0	$980,500	$0	$379,425	$601,075	38.70%	41.00%	
264-19-200-450-	Public Works/Traffic/Right of Way	$127,759		$1,522,000	$0	$1,522,000	$0	$861,190	$660,810	56.58%	54.00%	
264-19-200-451-	Public Works/Traffic/Municipal Parking Garage	$35,112		$706,440	$0	$706,440	$0	$351,332	$355,108	49.73%	52.00%	
264-19-200-452-	Public Works/Traffic/Airport Parking	$74,057		$822,001	$0	$822,001	$0	$313,607	$508,394	38.15%	404.00%	
264-19-200-454-	Public Works/Traffic/Signals	$0		$155,000	$0	$155,000	$0	$0	$155,000	0.00%	6.00%	
264-19-200-455-	Public Works/Traffic/College Street Garage	$54,362		$656,518	$0	$656,518	$0	$389,580	$266,938	59.34%	62.00%	
264-19-200-456-	Public Works/Traffic/Lakeview Garage	$56,057		$818,515	$0	$818,515	$0	$369,402	$449,113	45.13%	37.00%	
Grand Total		**$690,950**		**$22,424,281**	**$3,572**	**$22,427,853**	**$0**	**$5,730,154**	**$16,697,699**	25.55%		

SPECIAL FUNDS EXPENDITURES
For the Month of December 2013

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Last Year Expense	Memo & Notes
150-08-035--	Human Resources/Health and Dental Insurance	$733,524	$10,348,377	$0	$10,348,377	$10,229	$4,553,380	$5,784,769	44.10%	56.00%	
175-00-013--	Non-Departmental/Liability Insurance	$14,017	$1,669,065	$0	$1,669,065	$3,318	$444,558	$1,221,188	26.83%	76.00%	
175-00-015--	Non-Departmental/Workers Compensation	$164,010	$1,530,000	$0	$1,530,000	$7,819	$776,968	$745,213	51.29%	65.00%	
230-33-000--	Market Place/Admin	$23,527	$301,517	$2,150	$303,667	$9,010	$154,944	$139,713	53.99%	51.00%	
230-33-390--	Market Place/Public Relations	$24,934	$204,643	$722	$205,365	$37,780	$110,115	$57,470	72.02%	73.00%	
230-33-391--	Market Place/General Maintenance	$29,346	$333,764	$700	$334,464	$21,975	$162,421	$150,069	55.13%	67.00%	
235-04-005--	Clerk/Treasurer/Waterfront TIF	$387,293	$2,289,497	$0	$2,289,497	$149	$682,727	$1,606,621	29.83%	44.00%	
235-04-006--	Clerk/Treasurer/Downtown TIF	$0	$0	$0	$0	$0	$0	$0		0.00%	
245-19-000--	Public Works/Admin	$24,266	$1,033,195	$0	$1,033,195	$54,421	$300,539	$678,236	34.36%	40.00%	
264-19-200-450-	Public Works/Traffic/Right of Way	$85,784	$1,314,755	$0	$1,314,755	$3,870	$548,067	$762,818	41.98%	35.00%	
264-19-200-451-	Public Works/Traffic/Municipal Parking Garage	$48,461	$715,482	$0	$715,482	$38,434	$289,661	$387,388	45.86%	44.00%	
264-19-200-452-	Public Works/Traffic/Airport Parking	$49,057	$721,266	$0	$721,266	$3,965	$259,341	$457,960	36.51%	408.00%	
264-19-200-453-	Public Works/Traffic/School Crossing Guards	$20,645	$253,535	$0	$253,535	$281	$120,267	$132,987	47.55%	45.00%	
264-19-200-454-	Public Works/Traffic/Signals	$18,056	$481,567	$0	$481,567	$44,870	$128,113	$308,585	35.92%	45.00%	
264-19-200-455-	Public Works/Traffic/College Street Garage	$46,279	$804,683	$0	$804,683	$22,406	$318,388	$463,889	42.35%	36.00%	
264-19-200-456-	Public Works/Traffic/Lakeview Garage	$46,944	$577,534	$0	$577,534	$19,548	$246,486	$311,501	46.06%	35.00%	
Grand Total		**$1,716,144**	**$22,578,880**	**$3,572**	**$22,582,452**	**$278,072**	**$9,095,973**	**$13,208,407**	41.51%		

IMPACT FEES FUND - EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expense Last year	Memo & Notes
Row Labels	Organizational Name Set	Sum of Current Month	Sum of Adopted Budget	Sum of Budget Amendments	Sum of Amended Budget	Sum of YTD Encumbrances	Sum of YTD Transactions	Sum of BalanceLeftTD			
201-15-000--	Impact Fees / Fire	$0	$140,521	$0	$140,521	$45,938	$0	$94,583	32.69%	0.00%	
201-17-000--	Impact Fees / Police	$0	$179,770	$0	$179,770	$132,490	$0	$47,280	73.70%	0.00%	
201-19-000--	Impact Fees/ DPW	$0	$248,248	$0	$248,248	$0	$0	$248,248	0.00%	0.00%	
201-21-000--	Impact Fees/ Fletcher Free Library	$0	$60,149	$0	$60,149	$0	$0	$60,149	0.00%	0.00%	
201-23-000--	Impact Fees / Parks and Recreation	$28,233	$248,662	$0	$248,662	$76,000	$28,233	$144,429	41.92%	0.00%	
201-32-000--	Impact Fees/ School	$0	$48,524	$0	$48,524	$0	$0	$48,524	0.00%	0.00%	
Grand Total		**$28,233**	**$925,874**	**$0**	**$925,874**	**$254,428**	**$28,233**	**$643,213**	30.53%		

IMPACT FEES FUND - REVENUES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
201-15-000--	Impact Fees / Fire	$0	$140,521	$0	$140,521	$0	$0	$140,521	0.00%	0.00%	
201-17-000--	Impact Fees / Police	$0	$179,770	$0	$179,770	$0	$0	$179,770	0.00%	0.00%	
201-19-000--	Impact Fees/ DPW	$0	$248,248	$0	$248,248	$0	$0	$248,248	0.00%	0.00%	
201-21-000--	Impact Fees/ Fletcher Free Library	$0	$60,149	$0	$60,149	$0	$0	$60,149	0.00%	0.00%	
201-23-000--	Impact Fees / Parks and Recreation	$0	$248,662	$0	$248,662	$0	$0	$248,662	0.00%	0.00%	
201-32-000--	Impact Fees/ School	$0	$48,524	$0	$48,524	$0	$0	$48,524	0.00%	0.00%	
Grand Total		**$0**	**$925,874**	**$0**	**$925,874**	**$0**	**$0**	**$925,874**	0.00%		

AIP's Revenues
For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
404-35-700--	Airport/Capital Projects	$0	$697,558	$0	$697,558	$0	$0	$697,558	0.00%	1.00%	
405-35-700--	Airport/Capital Projects	$0	$582,372	$0	$582,372	$0	$0	$582,372	0.00%	1.00%	
406-35-700--	Airport/Capital Projects	$0	$4,000	$0	$4,000	$0	$0	$4,000	0.00%	3.00%	
407-35-700--	Airport/Capital Projects	$0	$729,261	$0	$729,261	$0	$0	$729,261	0.00%	9.00%	
409-35-700--	Airport/Capital Projects	$0	$918,852	$0	$918,852	$0	$0	$918,852	0.00%	0.00%	
412-35-700--	Airport/Capital Projects	$0	$0	$0	$0	$0	$0	$0		-13.00%	
421-35-700--	Airport/Capital Projects	$0	$468,395	$0	$468,395	$0	$0	$468,395	0.00%	0.00%	
426-35-700--	Airport/Capital Projects	$0	$304,326	$0	$304,326	$0	$0	$304,326	0.00%	0.00%	
429-35-700--	Airport/Capital Projects	$0	$109,653	$0	$109,653	$0	$0	$109,653	0.00%	60.00%	
430-35-700--	Airport/Capital Projects	$0	$146,755	$0	$146,755	$0	$0	$146,755	0.00%	98.00%	
431-35-700--	Airport/Capital Projects	$0	$64,142	$0	$64,142	$0	$0	$64,142	0.00%	68.00%	
432-35-700--	Airport/Capital Projects	$0	$2,096,789	$0	$2,096,789	$0	$0	$2,096,789	0.00%	5.00%	
433-35-700--	Airport/Capital Projects	$0	$5,554,976	$0	$5,554,976	$0	$0	$5,554,976	0.00%	0.00%	
434-35-700--	Airport/Capital Projects	$0	$2,785,685	$0	$2,785,685	$0	$0	$2,785,685	0.00%	0.00%	
435-35-700--	Airport/Capital Projects	$0	$1,190,000	$0	$1,190,000	$0	$0	$1,190,000	0.00%	0.00%	
436-35-700--	Airport/Capital Projects	$0	$203,000	$0	$203,000	$0	$0	$203,000	0.00%	0.00%	
437-35-700--	Airport/Capital Projects	$0	$1,309,835	$0	$1,309,835	$0	$0	$1,309,835	0.00%	0.00%	
450-35-700--	Airport/Capital Projects	$0	$890,795	$0	$890,795	$0	$0	$890,795	0.00%	39.00%	
Grand Total		**$0**	**$18,056,394**	**$0**	**$18,056,394**	**$0**	**$0**	**$18,056,394**	0.00%		

AIP's EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expensed Last Year	Memo & Notes
404-35-700--	Airport/Capital Projects	$34	$697,558	$0	$697,558	$0	$2,811	$694,747	0.40%	1.00%	
405-35-700--	Airport/Capital Projects	$0	$582,372	$0	$582,372	$0	$0	$582,372	0.00%	1.00%	
406-35-700--	Airport/Capital Projects	$0	$4,000	$0	$4,000	$0	$0	$4,000	0.00%	3.00%	
407-35-700--	Airport/Capital Projects	$0	$729,261	$0	$729,261	$0	$0	$729,261	0.00%	9.00%	
409-35-700--	Airport/Capital Projects	$0	$918,852	$0	$918,852	$0	$0	$918,852	0.00%	0.00%	
421-35-700--	Airport/Capital Projects	$0	$468,395	$0	$468,395	$0	$717	$467,678	0.15%	0.00%	
426-35-700--	Airport/Capital Projects	$0	$304,326	$0	$304,326	$0	$0	$304,326	0.00%	0.00%	
429-35-700--	Airport/Capital Projects	$0	$109,653	$0	$109,653	$35,774	$59,658	$14,220	87.03%	60.00%	
430-35-700--	Airport/Capital Projects	$2,650	$146,755	$0	$146,755	$126,674	$15,640	$4,441	96.97%	98.00%	
431-35-700--	Airport/Capital Projects	$108	$64,142	$0	$64,142	$38,592	$7,147	$18,403	71.31%	68.00%	
432-35-700--	Airport/Capital Projects	$12,516	$2,096,789	$0	$2,096,789	$103,544	$355,613	$1,637,632	21.90%	5.00%	
433-35-700--	Airport/Capital Projects	$77,937	$5,554,976	$0	$5,554,976	$112,734	$1,989,907	$3,452,334	37.85%	0.00%	
434-35-700--	Airport/Capital Projects	$1,101,359	$2,785,685	$0	$2,785,685	$1,185,132	$1,509,269	$91,284	96.72%	0.00%	
435-35-700--	Airport/Capital Projects	$35,543	$1,190,000	$0	$1,190,000	$608,402	$561,837	$19,761	98.34%	0.00%	
436-35-700--	Airport/Capital Projects	$0	$203,000	$0	$203,000	$153,460	$34,036	$15,504	92.36%	0.00%	
437-35-700--	Airport/Capital Projects	$0	$1,309,835	$0	$1,309,835	$62	$5,648	$1,304,125	0.44%	0.00%	
450-35-700--	Airport/Capital Projects	$52,206	$890,795	$0	$890,795	$157,432	$329,494	$403,869	54.66%	39.00%	
Grand Total		**$1,282,353**	**$18,056,394**	**$0**	**$18,056,394**	**$2,521,808**	**$4,871,776**	**$10,662,810**	40.95%		

CAPITAL FUNDS REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	$0	$0	$0	$0	$0	$0	$0		0.00%	
700-23-000-701-	Parks and Recreation/Admin/Pennies for Parks	$1,937	$349,654	$0	$349,654	$0	$179,855	$169,799	51.44%	5.00%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	$784	$188,813	$0	$188,813	$0	$35,237	$153,576	18.66%	0.00%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	$1,057	$168,915	$0	$168,915	$0	$132,019	$36,896	78.16%	0.00%	
705-19-700--	Public Works/Capital Projects	$0	$0	$0	$0	$0	$46,930	-$46,930		0.00%	
706-19-700--	Public Works/Capital Projects	$0	$0	$10,000	$10,000	$0	$0	$10,000	0.00%	0.00%	
709-19-150-700-	Public Works/Engineering/Street Capital	$11,237	$2,266,555	$0	$2,266,555	$0	$1,110,318	$1,156,237	48.99%	51.00%	
709-19-150-801-	Public Works/Engineering/FHWA	$0	$0	$5,700	$5,700	$0	$0	$5,700	0.00%	0.00%	
709-19-150-803-	Public Works/Engineering/Sidewalk Improvement Projects	$0	$0	$0	$0	$0	$3,077	-$3,077		0.00%	
709-19-150-804-	Public Works/Engineering/Federal Transit Administration	$0	$0	$0	$0	$0	$0	$0		0.00%	
709-19-700--	Public Works/Capital Projects	$0	$2,000,000	$0	$2,000,000	$0	$0	$2,000,000	0.00%	0.00%	
715-19-700--	Public Works/Capital Projects	$0	$0	$0	$0	$0	$0	$0		0.00%	
716-19-700--	Public Works/Capital Projects	$0	$0	$0	$0	$0	$0	$0		0.00%	
718-19-700--	Public Works/Capital Projects	$0	$0	$0	$0	$0	$113,310	-$113,310		0.00%	
745-31-700--	CEDO/Capital Projects	$0	$0	$0	$0	$0	$0	$0		0.00%	
700-23-000--	Parks and Recreation/Admin	$0	$188,813	$0	$188,813	$0	$0	$188,813	0.00%		
Grand Total		**$15,015**	**$5,162,750**	**$15,700**	**$5,178,450**	**$0**	**$1,620,746**	**$3,557,704**	31.30%		

CAPITAL FUNDS EXPENDITURES
For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expense Last Year	Memo & Notes
700-04-700--	Clerk/Treasurer/Capital Projects	$525	$400,000	$0	$400,000	$46,701	$52,636	$300,663	24.83%	30.00%	
700-23-000-701-	Parks and Recreation/Admin/Pennies for Parks	$14,479	$778,728	$0	$778,728	$6,200	$405,582	$366,946	52.88%	19.00%	
700-23-000-702-	Parks and Recreation/Admin/Greenbelt	$10,227	$188,813	$0	$188,813	$5,526	$50,459	$132,828	29.65%	37.00%	
700-23-000-703-	Parks and Recreation/Admin/Conservation Legacy	$3,756	$168,915	$0	$168,915	$7,766	$41,372	$119,777	29.09%	15.00%	
705-19-700--	Public Works/Capital Projects	$0	$120,000	$0	$120,000	$0	$11,985	$108,015	9.99%	33.00%	
706-19-700--	Public Works/Capital Projects	$2,062	$0	$10,000	$10,000	$0	$3,311	$6,689	33.11%	63.00%	
709-19-150-700-	Public Works/Engineering/Street Capital	$475,276	$2,685,908	$0	$2,685,908	$5,650	$1,250,916	$1,429,342	46.78%	76.00%	
709-19-150-800-	Public Works/Engineering/Open	-$11,290	$0	$0	$0	$0	-$728	$728		0.00%	
709-19-150-801-	Public Works/Engineering/FHWA	$990	$0	$5,700	$5,700	$0	$22,956	-$17,256	402.73%	1.00%	
709-19-150-802-	Public Works/Engineering/Open 2	$0	$95,184	$0	$95,184	$23,700	$3,149	$68,335	28.21%	0.00%	
709-19-150-803-	Public Works/Engineering/Sidewalk Improvement Projects	$65,233	$434,839	$0	$434,839	$0	$94,619	$340,220	21.76%	27.00%	
709-19-150-804--	Public Works/Engineering/Federal Transit Administration	$3,787	$3,360,000	$0	$3,360,000	$0	$7,535	$3,352,465	0.22%	0.00%	
709-19-700--	Public Works/Capital Projects	$44,874	$2,681,000	$0	$2,681,000	$154,314	$271,364	$2,255,322	15.88%	44.00%	
715-19-700--	Public Works/Capital Projects	$4,127	$6,916,651	$0	$6,916,651	$0	$94,405	$6,822,246	1.36%	0.00%	
716-19-700--	Public Works/Capital Projects	$0	$431,358	$0	$431,358	$0	$1,264	$430,094	0.29%	0.00%	
718-19-700--	Public Works/Capital Projects	$70,672	$941,500	$0	$941,500	$0	$356,858	$584,642	37.90%	14.00%	
724-19-700--	Public Works/Capital Projects	$10,187	$0	$0	$0	$0	$10,187	-$10,187		0.00%	
745-19-700--	Public Works/Capital Projects	$0	$0	$0	$0	$0	$0	$0		0.00%	
700-23-000--	Parks and Recreation/Admin	$194,756	$419,813	$0	$419,813	$90,090	$201,862	$127,861	69.54%	0.00%	
Grand Total		**$889,661**	**$19,622,709**	**$15,700**	**$19,638,409**	**$339,946**	**$2,879,733**	**$16,418,730**	16.39%		

RETIREMENT EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses		Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	Last Year Expense%	Memo & Notes
125-08-000--	Human Resources/Admin	$12,027		$231,716	$0	$231,716	$57	$58,984	$172,675	25.48%	45.00%	
125-08-036--	Human Resources/Retirement	$1,156,938		$13,780,022	$0	$13,780,022	$0	$6,975,246	$6,804,776	50.62%	54.00%	
Grand Total		**$1,168,964**		**$14,011,738**	**$0**	**$14,011,738**	**$57**	**$7,034,230**	**$6,977,451**	50.20%		

RETIREMENT REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
125-08-000--	Human Resources/Admin	$0	$50	$0	$50	$0	$0	$50	0.00%	0.00%	
125-08-036--	Human Resources/Retirement	$936,442	$13,725,988	$0	$13,725,988	$0	$4,979,845	$8,746,143	36.28%	111.00%	
Grand Total		**$936,442**	**$13,726,038**	**$0**	**$13,726,038**	**$0**	**$4,979,845**	**$8,746,193**	36.28%		

WASTEWATER DEPARTMENT REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	$567,218	$7,753,382	$0	$7,753,382	$0	$3,783,438	$3,969,944	48.80%	51.00%	
480-19-425-430-	Public Works/Wastewater/Main Plant	$423	$200,000	$0	$200,000	$0	$1,508	$198,492	0.75%	0.00%	
480-19-425-431-	Public Works/Wastewater/North Plant	$0	$74,000	$0	$74,000	$0	$17,022	$56,978	23.00%	34.00%	
480-19-425-432-	Public Works/Wastewater/East Plant	$0	$40,000	$0	$40,000	$0	$14,248	$25,752	35.62%	30.00%	
Grand Total		**$567,640**	**$8,067,382**	**$0**	**$8,067,382**	**$0**	**$3,816,216**	**$4,251,166**	47.30%		

WASTEWATER DEPARTMENT EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expense - Last Year	Memo & Notes
480-19-425-000-	Public Works/Wastewater/Administration	$60,889	$4,382,681	$0	$4,382,681	$6,961	$1,082,105	$3,293,615	24.85%	24.00%	
480-19-425-430-	Public Works/Wastewater/Main Plant	$246,552	$2,419,082	$0	$2,419,082	$129,138	$899,791	$1,390,153	42.53%	49.00%	
480-19-425-431-	Public Works/Wastewater/North Plant	$29,839	$381,564	$0	$381,564	$46,128	$160,476	$174,960	54.15%	51.00%	
480-19-425-432-	Public Works/Wastewater/East Plant	$53,769	$503,846	$0	$503,846	$29,142	$215,109	$259,595	48.48%	44.00%	
480-19-425-433-	Public Works/Wastewater/Pump Stations	$14,111	$188,569	$0	$188,569	$13,634	$74,866	$100,068	46.93%	39.00%	
Grand Total		**$405,161**	**$7,875,742**	**$0**	**$7,875,742**	**$225,003**	**$2,432,347**	**$5,218,392**	33.74%		

WATER DEPARTMENT REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	$394,667	$5,645,233	$0	$5,645,233	$0	$2,780,390	$2,864,843	49.25%	53.00%	
460-19-400-410-	Public Works/Water/Production	$540	$2,000	$0	$2,000	$0	$2,329	-$329	116.45%	0.00%	
460-19-400-411-	Public Works/Water/Distribution	$6,555	$379,000	$0	$379,000	$0	$131,112	$247,888	34.59%	37.00%	
460-19-400-412-	Public Works/Water/Metering	$0	$30,000	$0	$30,000	$0	$20,077	$9,923	66.92%	33.00%	
Grand Total		**$401,762**	**$6,056,233**	**$0**	**$6,056,233**	**$0**	**$2,933,907**	**$3,122,326**	48.44%		

WATER DEPARTMENT EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expensed Last Year	Memo & Notes
460-19-400-000-	Public Works/Water/Administration	$50,650	$1,720,929	$0	$1,720,929	$10,752	$369,123	$1,341,054	22.07%	30.00%	
460-19-400-410-	Public Works/Water/Production	$158,087	$1,788,560	$0	$1,788,560	$112,345	$756,576	$919,639	48.58%	42.00%	
460-19-400-411-	Public Works/Water/Distribution	$200,875	$1,505,055	$0	$1,505,055	$109,038	$600,827	$795,191	47.17%	44.00%	
460-19-400-412-	Public Works/Water/Metering	$33,373	$352,814	$0	$352,814	$10,708	$148,181	$193,925	45.03%	44.00%	
460-19-400-413-	Public Works/Water/Billing	$26,040	$174,422	$0	$174,422	$8,465	$89,236	$76,721	56.01%	70.00%	
Grand Total		**$469,025**	**$5,541,780**	**$0**	**$5,541,780**	**$251,309**	**$1,963,942**	**$3,326,529**	39.97%		

AIRPORT REVENUE
For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
400-35-000--	Airport/Admin	$154,583	$2,569,478	$0	$2,569,478	$0	$1,205,246	$1,364,232	46.91%	39.00%	
400-35-430--	Airport/Terminal Operations	$417,584	$5,338,014	$0	$5,338,014	$0	$3,117,163	$2,220,851	58.40%	79.00%	
400-35-431--	Airport/Airfield Operations	$149,896	$1,725,060	$0	$1,725,060	$0	$995,787	$729,273	57.72%	49.00%	
400-35-432--	Airport/Industrial Park	$94,486	$1,604,804	$0	$1,604,804	$0	$810,113	$794,691	50.48%	71.00%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	$518,215	$7,100,000	$0	$7,100,000	$0	$3,444,392	$3,655,608	48.51%	46.00%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	$0	$0	$0	$0	$0	$0	$0		0.00%	
400-35-434--	Airport/Other Properties	$19,329	$261,593	$0	$261,593	$0	$128,839	$132,754	49.25%	7.00%	
Grand Total		**$1,354,094**	**$18,598,949**	**$0**	**$18,598,949**	**$0**	**$9,701,539**	**$8,897,410**	52.16%		

AIRPORT EXPENDITURES
For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expensed Last Year	Memo & Notes
400-35-000--	Airport/Admin	$128,875	$1,282,397	-$5,000	$1,277,397	$42,271	$837,852	$397,274	68.90%	41.00%	
400-35-044--	Airport/Grants	$0	$545,000	$0	$545,000	$0	$0	$545,000	0.00%	0.00%	
400-35-430--	Airport/Terminal Operations	$678,950	$7,887,566	-$35,380	$7,852,186	$515,706	$2,930,589	$4,405,891	43.89%	44.00%	
400-35-431--	Airport/Airfield Operations	$225,217	$3,958,540	$47,380	$4,005,920	$407,232	$1,174,843	$2,423,845	39.49%	44.00%	
400-35-432--	Airport/Industrial Park	$77,604	$1,706,459	-$43,500	$1,662,959	$13,928	$449,481	$1,199,550	27.87%	73.00%	
400-35-433-600-	Airport/Parking Operations/Parking Garage	$171,368	$2,929,385	$16,500	$2,945,885	$64,231	$995,800	$1,885,854	35.98%	50.00%	
400-35-433-601-	Airport/Parking Operations/Park & Shuttle	$399	$10,421	$0	$10,421	$2,537	$2,333	$5,552	46.73%	9.00%	
400-35-434--	Airport/Other Properties	$52,355	$575,367	$20,000	$595,367	$18,479	$295,812	$281,076	52.79%	61.00%	
Grand Total		**$1,334,767**	**$18,895,135**	**$0**	**$18,895,135**	**$1,064,383**	**$6,686,710**	**$11,144,042**	41.02%		

CEDO REVENUE

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Collected	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Collected	Remaining to be Collected	% Collected	% Collected Last Year	Memo & Notes
301-31-000--	CEDO/Admin	$3,791	$550,275	$0	$550,275	$0	$64,144	$486,131	11.66%	19.00%	~$86,000 interfund transfer proceeds not yet posted for indirect fees, $93,000 budget to Neigh Svcs
301-31-301-301-	CEDO/Community Development/Neighborhood Support Services	$0	$0	$0	$0	$0	$39,607	-$39,607		0.00%	$93,000 Budget OTI from CT Office; $23,083.25 quarterly to be recorded by CT office. je needed for $6,559.81
301-31-301-302-	CEDO/Community Development/AmeriCorps	$0	$0	$419,504	$419,504	$0	$0	$419,504	0.00%	0.00%	New grant begins 9/1/2013; drawdown of $69,650 (includes Costshare transfer) done 1/21/2014
301-31-301-302-2012	CEDO/Community Development/AmeriCorps/Sub-program 2012	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-301-302-2013	CEDO/Community Development/AmeriCorps/Sub-program 2013	$0	$29,458	$39,588	$69,046	$0	$18,396	$50,650	26.64%	0.00%	Program ended 8/31/2013; Invoiced $18,396 in October, aprox 27%
301-31-301-303-	CEDO/Community Development/Cost Share	$27,692	$5,980	$81,200	$87,180	$0	$82,233	$4,947	94.33%	45.00%	Je to transfer $23,930 to AmeriCorps grant
301-31-301-320-	CEDO/Community Development/CDBG - Admin	$14,885	$361,273	$94,387	$455,660	$0	$269,002	$186,658	59.04%	6.00%	Jul-Sept drawdown in progress
301-31-301-321-2011	CEDO/Community Development/CDBG - Brownfields/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-321-2012	CEDO/Community Development/CDBG - Brownfields/Sub-program 2012	$0	$0	$28,025	$28,025	$0	$0	$28,025	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-321-2013	CEDO/Community Development/CDBG - Brownfields/Sub-program 2013	$0	$45,000	-$20,000	$25,000	$0	$0	$25,000	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-322-2011	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-322-2012	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2012	$0	$0	$82,039	$82,039	$0	$0	$82,039	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-322-2013	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2013	$1	$137,000	-$53,000	$84,000	$0	$4	$83,996	0.01%	0.00%	Jul-Sept drawdown in progress
301-31-301-323-2011	CEDO/Community Development/CDBG - Economic Development/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-323-2012	CEDO/Community Development/CDBG - Economic Development/Sub-program 2012	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-323-2013	CEDO/Community Development/CDBG - Economic Development/Sub-program 2013	$0	$60,000	$0	$60,000	$0	$0	$60,000	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-324-2010	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2010	$0	$0	$42,285	$42,285	$0	$0	$42,285	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-324-2011	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-324-2012	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2012	$0	$0	$49,286	$49,286	$0	$0	$49,286	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-324-2013	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2013	$1,407	$203,049	-$154,942	$48,107	$0	$1,514	$46,593	3.15%	0.00%	Jul-Sept drawdown in progress
301-31-301-325-2009	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2009	$0	$0	$0	$0	$0	$0	$0		0.00%	Jul-Sept drawdown in progress
301-31-301-325-2010	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2010	$0	$0	$5,145	$5,145	$0	$0	$5,145	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-325-2012	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2012	$0	$0	$25,052	$25,052	$0	$0	$25,052	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-325-2013	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2013	$0	$111,877	-$72,402	$39,475	$0	$0	$39,475	0.00%	0.00%	Jul-Sept drawdown in progress
301-31-301-326-	CEDO/Community Development/HUD	$0	$0	$0	$0	$0	$0	$0		0.00%	
301-31-305-315-	CEDO/Housing/HOME	$26,575	$324,775	$0	$324,775	$0	$84,507	$240,268	26.02%	76.00%	$ drawn as needed for projects: $27,124 HOME admin drawdown Jul-Dec done in January
301-31-305-316-	CEDO/Housing/Burlington Housing Trust	$8,833	$283,320	$0	$283,320	$0	$94,108	$189,212	33.22%	55.00%	$ drawn as needed for projects. $48,357 1st Qtr dedicated tax j/e not yet done
301-31-305-317-	CEDO/Housing/Lead	$118,040	$1,219,450	$0	$1,219,450	$0	$481,180	$738,270	39.46%	11.00%	$99,390 November drawdown rec'd January
301-31-315-360-	CEDO/Community Justice/Safer Communities	$0	$306,650	$0	$306,650	$0	$0	$306,650	0.00%	0.00%	To be invoiced
301-31-315-361-	CEDO/Community Justice/General	$2,293	$22,500	$0	$22,500	$0	$20,014	$2,486	88.95%	54.00%	
301-31-315-362-	CEDO/Community Justice/VOCA/PJ	$0	$117,000	$0	$117,000	$0	$27,987	$89,013	23.92%	24.00%	$30,449 drawndown in January
301-31-315-363-	CEDO/Community Justice/2nd Chance COSA	$0	$0	$12,500	$12,500	$0	$0	$12,500	0.00%	0.00%	
301-31-315-364-	CEDO/Community Justice/RICC	$0	$22,000	$0	$22,000	$0	$0	$22,000	0.00%	0.00%	
301-31-315-365-	CEDO/Community Justice/Graffiti Coordinator	$0	$35,000	$0	$35,000	$0	$1,148	$33,852	3.28%	0.00%	GF OTI to be recorded by CT office
301-31-315-367-2009	CEDO/Community Justice/JAG/Sub-program 2009	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-315-367-2010	CEDO/Community Justice/JAG/Sub-program 2010	$0	$0	$5,019	$5,019	$0	$0	$5,019	0.00%	14.00%	Qtrly drawdowns to be completed in January
301-31-315-367-2011	CEDO/Community Justice/JAG/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		123.00%	Qtrly drawdowns to be completed in January
301-31-315-367-2012	CEDO/Community Justice/JAG/Sub-program 2012	$0	$9,145	$32,963	$42,108	$0	$0	$42,108	0.00%	0.00%	Qtrly drawdowns to be completed in January
301-31-330-340-	CEDO/Special Projects/Legacy	$15,000	$0	$85,760	$85,760	$0	$46,157	$39,603	53.82%	8.00%	The Mayor is leading the strategy to fund raise for Sustainability
301-31-330-342-	CEDO/Special Projects/EPA - Brownfield	$0	$100,000	$0	$100,000	$0	$0	$100,000	0.00%	0.00%	Grant begins 10/31/2013
301-31-330-343-	CEDO/Special Projects/Battlefield	$0	$5,316	$31,549	$36,865	$0	$2,351	$34,514	6.38%	4.00%	Qtrly drawdown done in January; grant completed January
301-31-330-344-	CEDO/Special Projects/Micro-Enterprise	$7	$0	$0	$0	$0	$47	-$47		0.00%	
301-31-330-345-	CEDO/Special Projects/Legacy_ECOS	$0	$0	$5,635	$5,635	$0	$0	$5,635	0.00%	0.00%	
301-31-305--	CEDO/Housing	$0	$0	$53,000	$53,000	$0	$7,946	$45,054	14.99%	0.00%	s/b 301.31.305.315
301-31-301-325-2011	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2011	$0	$0	$46,902	$46,902	$0	$0	$46,902	0.00%	0.00%	
301-31-315-367-	CEDO/Community Justice/JAG	$0	$0	$56,751	$56,751	$0	$0	$56,751	0.00%	0.00%	
301-31-330--	CEDO/Special Projects/Legacy2	$0	$0	$0	$0	$0	$8,750	-$8,750		0.00%	
Grand Total		**$218,525**	**$3,949,068**	**$896,246**	**$4,845,314**	**$0**	**$1,249,096**	**$3,596,218**	25.78%		

CEDO EXPENDITURES

For the Month of December 2013

You should be at approximately 50%

Organization #	Organizational Set	December Expenses	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Expended	Remaining Balance	% Expensed	% Expensed Last Year	Memo & Notes
301-31-000--	CEDO/Admin	-$8,335	$713,965	$0	$713,965	$4,026	$193,876	$516,064	27.72%	71.00%	
301-31-301-301-	CEDO/Community Development/Neighborhood Support Services	$7,234	$92,331	$45,175	$137,506	$414	$48,276	$88,816	35.41%	28.00%	
301-31-301-302-	CEDO/Community Development/AmeriCorps	$22,436	$0	$419,504	$419,504	$774	$68,961	$349,769	16.62%	0.00%	
301-31-301-302-2012	CEDO/Community Development/AmeriCorps/Sub-program 2012	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-301-302-2013	CEDO/Community Development/AmeriCorps/Sub-program 2013	$0	$29,458	$39,588	$69,046	$0	$42,326	$26,720	61.30%	30.00%	
301-31-301-303-	CEDO/Community Development/Cost Share	$663	$5,980	$81,200	$87,180	$0	$6,568	$80,612	7.53%	41.00%	
301-31-301-320-	CEDO/Community Development/CDBG - Admin	$28,121	$361,273	$94,387	$455,660	$223,285	$96,635	$135,741	70.21%	44.00%	
301-31-301-321-2011	CEDO/Community Development/CDBG - Brownfields/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		52.00%	
301-31-301-321-2012	CEDO/Community Development/CDBG - Brownfields/Sub-program 2012	$2,387	$0	$28,025	$28,025	$0	$4,199	$23,826	14.98%	0.00%	
301-31-301-321-2013	CEDO/Community Development/CDBG - Brownfields/Sub-program 2013	$1,133	$45,000	-$20,000	$25,000	$0	$1,318	$23,682	5.27%	0.00%	
301-31-301-322-2011	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		60.00%	
301-31-301-322-2012	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2012	$5,906	$0	$82,039	$82,039	$0	$36,921	$45,118	45.00%	0.00%	
301-31-301-322-2013	CEDO/Community Development/CDBG - Micro Enterprise/Sub-program 2013	$0	$137,000	-$53,000	$84,000	$0	$556	$83,444	0.66%	0.00%	
301-31-301-323-2011	CEDO/Community Development/CDBG - Economic Development/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-301-323-2012	CEDO/Community Development/CDBG - Economic Development/Sub-program 2012	$0	$0	$156	-$156	$0	$0	-$156	0.00%	0.00%	
301-31-301-323-2013	CEDO/Community Development/CDBG - Economic Development/Sub-program 2013	$4,333	$60,000	$0	$60,000	$0	$28,474	$31,526	47.46%	0.00%	
301-31-301-324-2010	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2010	$6,687	$0	$42,285	$42,285	$0	$22,510	$19,775	53.23%	26.00%	
301-31-301-324-2011	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2011	$0	$0	$0	$0	$0	$800	-$800		2.00%	
301-31-301-324-2012	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2012	$20	$0	$49,286	$49,286	$0	$205	$49,081	0.42%	0.00%	
301-31-301-324-2013	CEDO/Community Development/CDBG - Housing Initiative Prog/Sub-program 2013	$10	$203,049	$154,942	$48,107	$0	$55	$48,052	0.11%	0.00%	
301-31-301-325-2009	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2009	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-301-325-2010	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2010	$0	$0	$5,145	$5,145	$0	$5,145	$0	100.00%	18.00%	
301-31-301-325-2012	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2012	$0	$0	$25,052	$25,052	$0	$0	$25,052	0.00%	0.00%	
301-31-301-325-2013	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2013	$0	$111,877	-$72,402	$39,475	$0	$0	$39,475	0.00%	0.00%	
301-31-301-326-	CEDO/Community Development/HUD	$0	$0	$0	$0	$0	$0	$0		20.00%	
301-31-305-315-	CEDO/Housing/HOME	$11,855	$324,775	$0	$324,775	$0	$53,280	$271,495	16.41%	74.00%	
301-31-305-316-	CEDO/Housing/Burlington Housing Trust	$3,506	$283,320	$0	$283,320	$250	$133,003	$150,067	47.04%	39.00%	
301-31-305-317-	CEDO/Housing/Lead	$75,857	$1,219,450	$0	$1,219,450	$117,607	$532,068	$569,776	53.28%	43.00%	
301-31-315-360-	CEDO/Community Justice/Safer Communities	$25,747	$306,650	$0	$306,650	$0	$140,960	$165,690	45.97%	46.00%	
301-31-315-361-	CEDO/Community Justice/General	$2,803	$22,500	$2,663	$25,163	$1,089	$13,943	$10,131	59.74%	51.00%	
301-31-315-362-	CEDO/Community Justice/VOCA/PI	$8,775	$117,000	$0	$117,000	$0	$58,436	$58,564	49.95%	53.00%	
301-31-315-363-	CEDO/Community Justice/2nd Chance COSA	$975	$0	$12,500	$12,500	$0	$2,912	$9,588	23.29%	77.00%	
301-31-315-364-	CEDO/Community Justice/RICC	$969	$22,000	$0	$22,000	$0	$5,994	$16,006	27.25%	0.00%	
301-31-315-365-	CEDO/Community Justice/Graffiti Coordinator	$720	$35,000	$0	$35,000	$0	$7,242	$27,758	20.69%	42.00%	
301-31-315-367-2009	CEDO/Community Justice/JAG/Sub-program 2009	$0	$0	$0	$0	$0	$0	$0		100.00%	
301-31-315-367-2010	CEDO/Community Justice/JAG/Sub-program 2010	$0	$0	$1,673	$1,673	$0	$1,524	$149	91.10%	56.00%	
301-31-315-367-2011	CEDO/Community Justice/JAG/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		31.00%	
301-31-315-367-2012	CEDO/Community Justice/JAG/Sub-program 2012	$1,976	$9,145	$32,963	$42,108	$0	$12,282	$29,826	29.17%	0.00%	
301-31-315-368-2011	CEDO/Community Justice/CJC/Sub-program 2011	$0	$0	$0	$0	$0	$0	$0		6.00%	
301-31-330-340-	CEDO/Special Projects/Legacy	$8,999	$0	$85,760	$85,760	$2,256	$43,386	$40,118	53.22%	45.00%	
301-31-330-342-	CEDO/Special Projects/EPA - Brownfield	$10,884	$100,000	$0	$100,000	$0	$20,779	$79,221	20.78%	62.00%	
301-31-330-343-	CEDO/Special Projects/Battlefield	$5,323	$5,316	$31,549	$36,865	$0	$14,941	$21,924	40.53%	6.00%	
301-31-330-344-	CEDO/Special Projects/Micro-Enterprise	$1,948	$18,587	$40,000	$58,587	$0	$14,522	$44,065	24.79%	11.00%	
301-31-330-345-	CEDO/Special Projects/Legacy_ECOS	$0	$0	$5,635	$5,635	$0	$0	$5,635	0.00%	33.00%	
301-31-305--	CEDO/Housing	$237	$0	$53,000	$53,000	$2,604	$909	$49,487	6.61%	0.00%	
301-31-301-325-2011	CEDO/Community Development/CDBG - Neighborhood Revital/Sub-program 2011	$11,405	$0	$46,902	$46,902	$0	$19,093	$27,809	40.71%	0.00%	
301-31-315-367-	CEDO/Community Justice/JAG	$2,745	$0	$56,751	$56,751	$0	$8,270	$48,481	14.57%	0.00%	
301-31-330--	CEDO/Special Projects/Legacy2	$10,006	$35,000	$0	$35,000	$4,922	$18,267	$11,811	66.25%	74.00%	
301-31-330-346-	CEDO/Special Projects/Green Mountain	$0	$0	$32,031	$32,031	$0	$0	$32,031	0.00%	0.00%	
Grand Total		**$255,320**	**$4,258,676**	**$1,012,613**	**$5,271,289**	**$357,226**	**$1,658,635**	**$3,255,428**	38.24%		

Sweep Accounts & Other Bank Accounts

					10/25/2013	11/21/2013	12/27/2013	1/22/2014
Fund	**Account #**	**Fund Name**	**Bank**	**Account Description**	**Amount**	**Amount**	**Amount**	**Amount**
101		General Fund	TD Bank	Sweep - Main Operating	534,508	1,090,816	2,824,956	3,992,116
101	1000_175	General Fund	KeyBank	Stability Bond Proceeds	1,927,123	8,927,123	5,927,122	27,123
Various	1100_	Various	KeyBank	Water, Wastewater, Storm - Depository	1,746,259	1,555,232	1,555,232	478,889
483	1000_480	BT	TD Bank	Telecom -Depository	1,622,929	1,846,579	1,770,819	1,681,403
400	1000_400	Airport	TD Bank	Airport - Depository	296,096	340,211	711,210	329,975
125	1000_126	Retirement	KeyBank	Retirement - Disbursements	56,256	56,256	56,256	5,000
235	1100_	TIF	KeyBank	TIF	1,263,912	1,097,395	1,097,395	1,666,092
700		Capital	KeyBank	Capital Improvements Project	2,000,000	537,745	527,712	517,709
201	1100	Impact	KeyBank	Impact Fees	731,147	747,446	747,446	597,157
700	1100_700	Capital	TD Bank	Pennies for Parks	767,022	389,707	389,723	253,765
264	1000_200	General Fund	TD Bank	Traffic - Depository	679,324	247,485	247,485	388,523
301	1000_300	CEDO	KeyBank	Bank Account (s)	103,619	187,988	303,747	332,143
400	1050_425	Airport	TD Bank	Operating Maintenance Reserve	3,102,569	3,103,096	3,103,495	3,103,891
400	1050_400	Airport	TD Bank	Debt Service Fund	1,811,744	1,812,012	2,537,383	1,982,891
400	1100_450	Airport	TD Bank	Passenger Facility Charges	2,020,218	2,737,463	2,624,178	2,629,522
400	1000_415	Airport	TD Bank	Prepaid - Debt Coverage Improvement	485,478	485,561	485,623	485,685
400	1050_415	Airport	Mellon	Delta Airlines Escrow	450,000	450,000	450,000	450,000
400	1050_487	Airport	Peoples	Debt Service Res 2012 A	1,359,252	1,359,252	1,359,252	1,359,252
400	1050_488	Airport	Peoples	Debt Service Res. 2012 B	638,518	638,518	638,518	638,518
400	1050_489	Airport	Peoples	Debt Service Res. 2012 C	7,164	7,164	7,164	7,164
400	1050_490	Airport	Peoples	Debt Service Res. 2012 ABC COI	120,709	120,709	120,709	120,709
400	1050_491	Airport	Peoples	2012 ABC Construction	5,446	5,446	5,446	5,446
400	1050_430	Airport	TD Bank	Cash Reserve - Required by Bond Covenant	215,189	215,226	215,253	215,281
600	1000_600	BCDC	KeyBank	BCDC - Reserve Requirements	7,069	7,069	7,069	7,069
603	1000_603	BCDC	KeyBank	BCDC - Depository				143,127
605	1000_605	BCDC	TD Bank	BCDC - Reserve Requirement	107	107	107	107
500's	1100_500	Perpetual	KeyBank	Cash Miscellaneous	27,070	27,070	27,070	27,070
101	1050_107	General Fund	KeyBank	Equitable Sharing		600,000	600,000	600,000
101	1000_105	General Fund	TD Bank	Special Investigations CUSI	278,926	278,926	278,926	278,926
704	1000_700	Capital	TD Bank	Green Mountain Power	140,620	140,715	140,715	140,751
101	1000_102	General Fund	TD Bank	HR (ERRP) Reimbursements	6,686	6,686	6,686	6,686

Sweep Accounts & Other Bank Accounts

					10/25/2013	11/21/2013	12/27/2013	1/22/2014
Fund	**Account #**	**Fund Name**	**Bank**	**Account Description**	**Amount**	**Amount**	**Amount**	**Amount**
101	1000_110	General Fund	TD Bank	Safeguard - Main Operating	26,429	26,431	26,432	26,434
101	1000_125	General Fund	TD Bank	Payroll - ADP Disbursement	13,547	13,548	13,549	13,550
503	1100_503	Perpetual	KeyBank	Walter Carpenter Fund	1,810	1,810	1,810	1,810
504	1100_504	Perpetual	KeyBank	Christmas Account Fund	1,619	1,619	1,619	1,619
505	1100_505	Perpetual	KeyBank	Lolita Deming Estate	11,217	11,217	11,237	11,238
506	1100_506	Perpetual	TD Bank	Cash Firemen's Relief Trust	628	628	628	628
507	1100_507	Perpetual	KeyBank	Firemen Fund	28,072	28,074	28,076	28,079
301	1050_450	CEDO	TD Bank	HODAG	67,299	67,310	67,318	-
400	1050_470	Airport	KeyBank	Revenue Anticipation Line of Credit	3,730	3,770	3,699	-
400	1050_410	Airport	NSB	Grant Anticipation Reserve	300,000	300,000	300,000	-
Totals					**22,859,312**	**29,473,410**	**29,221,065**	**22,555,347**

(Due To) / Due From

Amounts that are positive owe to the Sweep Account.

Fund	**Account**	**Fund Name**		**Account Description**	**Amount**	**Amount**	**Amount**	**Amount**	
101	1100_101	General Fund		General Fund	(29,288,882)	(38,014,372)	(8,268,778)	(6,330,912)	
Capital	1100_700	Capital		Capital Fund	3,997,210	6,906,044	4,346,437	5,656,652	**A**
190	1100_190	School		School Fund	12,477,383	16,012,802	(4,670,881)	(6,178,038)	**B**
125	1100_125	Retirement		Retirement Fund	2,363,745	2,003,109	1,413,977	1,660,263	
301	1100_301	CEDO		Community & Economic Dev. Fund	1,905,005	1,953,685	1,944,492	1,910,931	
400	1100_400	Airport		Airport Fund	782,155	1,093,340	2,544,122	1,304,684	**C**
484	1100_484	BT		Burlington Telecom - Unfunded	16,936,492	16,936,492	16,936,492	16,936,492	
501	1100_501	Perpetual		Cemetery Perpetual Care Fund	(1,035,889)	(1,053,708)	(1,056,131)	(1,056,164)	
230	1100_230	CSM		Church Street Marketplace Fund	145,182	63,241	91,735	150,393	
603	1100_603	BCDC		BCDC Fund	(128,009)	(129,552)	(142,072)	0	
				Tax Anticipation Note - Nothing Owed	0	0	0	0	
Total					**8,154,391**	**5,771,080**	**13,139,392**	**14,054,301**	

Notes:

Sweep Accounts & Other Bank Accounts

					10/25/2013	11/21/2013	12/27/2013	1/22/2014
Fund	**Account #**	**Fund Name**	**Bank**	**Account Description**	**Amount**	**Amount**	**Amount**	**Amount**

A

The final billings for the construction season resulted in the amount owed from the Capital Fund to increase, $1.3 million.

B Collections from November tax bills resulted in an increase owed to the School Fund, $1.5 million.

C Cash flow generated from operations, and no bond payments in December resulted in a reduction owed from the Airport, $1.2 million.

Budget Amendment Report
First Quarter 2014

	A	B	C	D	E	F	G	H	I	J	K
1	**Department/Division**	**Account Description**	**Account Type**	**GL Date**	**Description**	**Revenue Increase**	**Expense Increase**	**Expense Decrease**			
2											
3	Non-Departmental	G/L Account Number: 101-00.4700 Interest / Investment Income	Revenue	12/9/2013	Resolution 8.0 11/18/13	$50,000.00					
4		G/L Account Number: 101-00.5400_125 Employee Benefits Health Insurance	Expense	12/9/2013	Resolution 8.0 11/18/13			$75,000.00			
5		G/L Account Number: 101-00.7002 Interest Expense	Expense	12/9/2013	Resolution 8.0 11/18/13			$20,000.00			
6		G/L Account Number: 101-00.7450_215 Debt Service Interest G.O. Bond	Expense	12/9/2013	Resolution 8.0 11/18/13			$57,500.00			
7		G/L Account Number: 101-00.8024 Administrative Fee	Expense	12/9/2013	Resolution 8.0 11/18/13		$285,500.00				
8	City Council	G/L Account Number: 101-01-000.6505_100 Councilor Ward 1 - Bushor	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
9		G/L Account Number: 101-01-000.6505_105 Councilor Ward 1 - Worden	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
10		G/L Account Number: 101-01-000.6505_200 Councilor Ward 2 - Knodell	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
11		G/L Account Number: 101-01-000.6505_205 Councilor Ward 2 - Tracy	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
12		G/L Account Number: 101-01-000.6505_300 Councilor Ward 3 - Brennan	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
13		G/L Account Number: 101-01-000.6505_305 Councilor Ward 3 - Siegel	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
14		G/L Account Number: 101-01-000.6505_400 Councilor Ward 4 - Hartnett	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
15		G/L Account Number: 101-01-000.6505_405 Councilor Ward 4 - Aubin	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
16		G/L Account Number: 101-01-000.6505_500 Councilor Ward 5 - Shannon	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
17		G/L Account Number: 101-01-000.6505_505 Councilor Ward 5 - Mason	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
18		G/L Account Number: 101-01-000.6505_600 Councilor Ward 6- Blais	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
19		G/L Account Number: 101-01-000.6505_605 Councilor Ward 6 - Paul	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
20		G/L Account Number: 101-01-000.6505_700 Councilor Ward 7 - Ayres	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
21		G/L Account Number: 101-01-000.6505_705 Councilor Ward 7 - Decelles	Expense	12/9/2013	Resolution 8.0 11/18/13			$2,000.00			
22	Clerk/Treasurer	G/L Account Number: 101-04-000.4285_100 Indirect cost Admin	Revenue	12/16/2013	CAO Authorized - C/T - Admin.	$25,000.00					
23	Police - Uniform Services	G/L Account Number: 101-17-050.7200_115 Rent/Lease Equipment	Expense	12/9/2013	Resolution 8.0 11/18/13			$30,000.00			
24					**subtotal**	**$75,000.00**	**$285,500.00**	**$210,500.00**			
25											
26											
27											
28	City Council - Regional Programs	G/L Account Number: 101-01-001.7600_115 Regional Services Visiting Nurse Association	Expense	12/9/2013	Resolution 5.03 11/4/13		$106,760.00				
29	Fire - Emergency Management Services	G/L Account Number: 101-15-041.8000 Billing Services	Expense	12/9/2013	Resolution 5.03 11/4/13			$106,760.00			
30											
31											
32											
33											
34	Clerk/Treasurer	G/L Account Number: 101-04-000.5000_100 Salaries and Wages Regular, Full Time	Expense	12/16/2013	CAO Authorized - C/T - Admin.			$19,595.00			
35		G/L Account Number: 101-04-000.5000_110 Salaries and Wages Regular Part Time	Expense	12/16/2013	CAO Authorized - C/T - Admin.			$20,000.00			
36		G/L Account Number: 101-04-000.5200_115 Other Personal Services Other Compensation	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$1,600.00				
37		G/L Account Number: 101-04-000.5200_130 Other Personal Services Allowance Taxable	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$11,000.00				
38		G/L Account Number: 101-04-000.5400_135 Employee Benefits Life Insurance	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$5,000.00				
39		G/L Account Number: 101-04-000.6020 Office Equipment	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$875.00				
40		G/L Account Number: 101-04-000.6200 Medical Fees And Supplies	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$160.00				
41		G/L Account Number: 101-04-000.6400_127 Utilities Cellular Communications	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$400.00				
42		G/L Account Number: 101-04-000.6500_118 Professional and Consultant Services Contractual Services	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$20,000.00				
43		G/L Account Number: 101-04-000.6700_100 Travel & Training Education	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$550.00				
44		G/L Account Number: 101-04-000.7000 Bad Debt Expense	Expense	12/16/2013	CAO Authorized - C/T - Admin.		$10.00				
45					**subtotal**		**$39,595.00**	**$39,595.00**			
46											
47											
48											
49	Clerk/Treasurer - Voter Registration	G/L Account Number: 101-04-010.6000 Office Supplies	Expense	12/16/2013	CAO Authorized - C/T Voter Registration		$1,000.00				
50		G/L Account Number: 101-04-010.6005 Postage	Expense	12/16/2013	CAO Authorized - C/T Voter Registration			$1,000.00			
51											
52											
53	Clerk/Treasurer - Information Technology	G/L Account Number: 101-04-011.5000_100 Salaries and Wages Regular, Full Time	Expense	12/16/2013	CAO Authorized - C/T - Information Tech			$25,000.00			
54		G/L Account Number: 101-04-011.5400_130 Employee Benefits Dental Insurance	Expense	12/16/2013	CAO Authorized - C/T - Information Tech			$400.00			
55		G/L Account Number: 101-04-011.5400_135 Employee Benefits Life Insurance	Expense	12/16/2013	CAO Authorized - C/T - Information Tech		$400.00				
56		G/L Account Number: 101-04-011.6500_118 Professional and Consultant Services Contractual Services	Expense	12/16/2013	CAO Authorized - C/T - Information Tech		$25,000.00				
57		G/L Account Number: 101-04-011.6700_105 Travel & Training Special Training	Expense	12/16/2013	CAO Authorized - C/T - Information Tech			$1,500.00			
58		G/L Account Number: 101-04-011.6700_110 Travel & Training Travel Expense	Expense	12/16/2013	CAO Authorized - C/T - Information Tech		$1,500.00				
59					**subtotal**		**$26,900.00**	**$26,900.00**			
60											
61											
62	Clerk/Treasurer - Payroll	G/L Account Number: 101-04-012.5000_100 Salaries and Wages Regular, Full Time	Expense	12/16/2013	CAO Authorized - C/T - Payroll			$4,011.00			
63		G/L Account Number: 101-04-012.5200_115 Other Personal Services Other Compensation	Expense	12/16/2013	CAO Authorized - C/T - Payroll		$1,600.00				
64		G/L Account Number: 101-04-012.5200_130 Other Personal Services Allowance Taxable	Expense	12/16/2013	CAO Authorized - C/T - Payroll		$1,700.00				
65		G/L Account Number: 101-04-012.5400_130 Employee Benefits Dental Insurance	Expense	12/16/2013	CAO Authorized - C/T - Payroll			$800.00			
66		G/L Account Number: 101-04-012.5400_135 Employee Benefits Life Insurance	Expense	12/16/2013	CAO Authorized - C/T - Payroll		$800.00				
67		G/L Account Number: 101-04-012.6025 Furnishings	Expense	12/16/2013	CAO Authorized - C/T - Payroll		$711.00				
68					**subtotal**		**$4,811.00**	**$4,811.00**			
69											
70	Fire - Suppression	G/L Account Number: 101-15-040.6211_100 Specialized Equipment Fire Hose	Expense	12/9/2013	CAO Authorized - Fire Dept.		$3,500.00				
71		G/L Account Number: 101-15-040.6211_110 Specialized Equipment Safety Equipment	Expense	12/9/2013	CAO Authorized - Fire Dept.			$3,500.00			
72											
73											
74	Police - Admin.	G/L Account Number: 101-17-000.6010 Computer Equipment	Expense	12/16/2013	CAO Authorized - Police		$5,000.00				
75		G/L Account Number: 101-17-000.6015 Computer Software	Expense	12/16/2013	CAO Authorized - Police			$5,000.00			
76											
77											
78											
79											
80	Police - Grants	G/L Account Number: 101-17-044.4875_100 Grant Federal Operating Direct	Revenue	10/2/2013	CAO Authorized - ICAC 2009	$98,740.00					
81		G/L Account Number: 101-17-044.6010 Computer Equipment	Expense	10/2/2013	CAO Authorized - ICAC 2009		$30,145.00				
82		G/L Account Number: 101-17-044.6015 Computer Software	Expense	10/2/2013	CAO Authorized - ICAC 2009		$2,212.00				
83		G/L Account Number: 101-17-044.6017 Computer Licensing and Maint.	Expense	10/2/2013	CAO Authorized - ICAC 2009		$5,753.00				

Budget Amendment Report
First Quarter 2014

	A	B	C	D	E	F	G	H	I	J	K
84		G/L Account Number: 101-17-044.6208 Special Supplies	Expense	10/2/2013	CAO Authorized - ICAC 2009		$833.00				
85		G/L Account Number: 101-17-044.6500_118 Professional and Consultant Services Contractual Services	Expense	10/2/2013	CAO Authorized - ICAC 2009		$10,189.00				
86		G/L Account Number: 101-17-044.6700_105 Travel & Training Special Training	Expense	10/2/2013	CAO Authorized - ICAC 2009		$8,350.00				
87		G/L Account Number: 101-17-044.8105 Labor Force Work	Expense	10/2/2013	CAO Authorized - ICAC 2009		$41,258.00				
88					**subtotal**	**$98,740.00**	**$98,740.00**				
89											
90	Police - Uniform Services	G/L Account Number: 101-17-050.5000_100 Salaries and Wages Regular, Full Time	Expense	12/16/2013	Resolution 5.03 12/9/2013			$128,293.00			
91		G/L Account Number: 101-17-050.5100 Overtime	Expense	12/16/2013	Resolution 5.03 12/9/2013		$128,293.00				
92											
93		G/L Account Number: 101-17-050.4600_105 Fees For Services Public Safety	Revenue	11/6/2013	CAO Authorized - Police SHARP	$5,000.00					
94		G/L Account Number: 101-17-050.5200_105 Other Personal Services Special Duty	Expense	11/6/2013	CAO Authorized - Police SHARP		$5,000.00				
95											
96		G/L Account Number: 101-17-050.4600_105 Fees For Services Public Safety	Revenue	11/26/2013	CAO Authorized - Police	$4,000.00					
97		G/L Account Number: 101-17-050.5200_105 Other Personal Services Special Duty	Expense	11/26/2013	CAO Authorized - Police		$4,000.00				
98											
99		G/L Account Number: 101-17-050.6202 Printing/Copying/Paper Mgt	Expense	11/12/2013	CAO Authorized - Police		$5,300.00				
100		G/L Account Number: 101-17-050.6500_120 Professional and Consultant Services Information Technology	Expense	11/21/2013	CAO Authorized - Police			$1,000.00			
101		G/L Account Number: 101-17-050.6500_142 Professional and Consultant Services Marketing and Promotion	Expense	11/21/2013	CAO Authorized - Police		$1,000.00				
102		G/L Account Number: 101-17-050.6600 Maintenance Contracts	Expense	11/12/2013	CAO Authorized - Police			$5,550.00			
103											
104											
105	Police - Parking Enforcement	G/L Account Number: 101-17-053.6202 Printing/Copying/Paper Mgt	Expense	11/12/2013	CAO Authorized - Police		$250.00				
106					**subtotal**		**$6,550.00**	**$6,550.00**			
107											
108	DPW - Admin.	G/L Account Number: 101-19-000.5000_100 Salaries and Wages Regular, Full Time	Expense	10/15/2013	CAO Authorized - DPW			$5,000.00			
109		G/L Account Number: 101-19-000.6020 Office Equipment	Expense	10/15/2013	CAO Authorized - DPW		$3,000.00				
110		G/L Account Number: 101-19-000.6025 Furnishings	Expense	10/15/2013	CAO Authorized - DPW		$2,000.00				
111					**subtotal**		**$5,000.00**	**$5,000.00**			
112											
113	DPW - Streets, Snow	G/L Account Number: 101-19-152-480.5000_115 Salaries and Wages Seasonal/Temporary	Expense	11/15/2013	CAO Authorized - DPW		$18,000.00				
114		G/L Account Number: 101-19-152-480.5100 Overtime	Expense	11/15/2013	CAO Authorized - DPW			$18,000.00			
115											
116											
117											
118	Code Enforcement	G/L Account Number: 101-20-000.6208 Special Supplies	Expense	11/15/2013	CAO Authorized - Code Enforcement			$1,220.00			
119		G/L Account Number: 101-20-000.6400_120 Utilities Rubbish Removal	Expense	11/15/2013	CAO Authorized - Code Enforcement		$1,220.00				
120											
121											
122	Library	G/L Account Number: 101-21-060.6206 Custodian Supplies	Expense	12/24/2013	CAO Authorized - Library			$300.00			
123		G/L Account Number: 101-21-060.6210 Small Tools and Equipment	Expense	12/24/2013	CAO Authorized - Library		$300.00				
124											
125											
126	Parks and Rec. - Admin.	G/L Account Number: 101-23-000-000.4875_175 Grant Miscellaneous	Revenue	10/10/2013	CAO Authorized - Parks and Recreation	$46,463.00					
127		G/L Account Number: 101-23-000-000.6700_105 Travel & Training Special Training	Expense	10/10/2013	CAO Authorized - Parks and Recreation		$13,000.00				
128		G/L Account Number: 101-23-000-000.6500_118 Professional and Consultant Services Contractual Services	Expense	10/10/2013	CAO Authorized - Parks and Recreation		$5,463.00				
129		G/L Account Number: 101-23-000-000.4875_175 Grant Miscellaneous	Revenue	10/25/2012	CAO Authorized - Parks and Recreation	-$28,000.00					
130					**subtotal**	**$18,463.00**	**$18,463.00**				
131											
132		G/L Account Number: 101-23-000-000.6015 Computer Software	Expense	12/16/2013	CAO Authorized - Parks and Recreation		$900.00				
133		G/L Account Number: 101-23-000-000.6203 Dues/Subscriptions	Expense	12/16/2013	CAO Authorized - Parks and Recreation		$1,300.00				
134		G/L Account Number: 101-23-000-000.6500_118 Professional and Consultant Services Contractual Services	Expense	12/16/2013	CAO Authorized - Parks and Recreation			$900.00			
135		G/L Account Number: 101-23-000-000.6700_105 Travel & Training Special Training	Expense	12/16/2013	CAO Authorized - Parks and Recreation			$1,300.00			
136					**subtotal**		**$2,200.00**	**$2,200.00**			
137											
138		G/L Account Number: 101-23-000-000.6700_110 Travel & Training Travel Expense	Expense	10/16/2013	CAO Authorized - Parks and Recreation		$1,500.00				
139		G/L Account Number: 101-23-000-000.6500_118 Professional and Consultant Services Contractual Services	Expense	10/16/2013	CAO Authorized - Parks and Recreation			$1,500.00			
140											
141		G/L Account Number: 101-23-000-000.6203 Dues/Subscriptions	Expense	12/19/2013	CAO Authorized - Parks and Recreation		$10.00				
142		G/L Account Number: 101-23-000-000.6700_105 Travel & Training Special Training	Expense	12/19/2013	CAO Authorized - Parks and Recreation			$10.00			
143		G/L Account Number: 101-23-000-000.6700_110 Travel & Training Travel Expense	Expense	12/19/2013	CAO Authorized - Parks and Recreation		$1,106.00				
144	Parks and Rec. - Rec Events	G/L Account Number: 101-23-101-246.6500_118 Professional and Consultant Services Contractual Services	Expense	12/19/2013	CAO Authorized - Parks and Recreation			$1,106.00			
145					**subtotal**		**$1,116.00**	**$1,116.00**			
146											
147											
148	Parks and Rec. - Grants	G/L Account Number: 101-23-044.4875_135 Grant State Capital	Revenue	12/12/2013	Mayor Authorized - Parks and Rec	$100,000.00					
149		G/L Account Number: 101-23-044.4990_701 Interfund Transfer Proceeds Penny for Parks	Revenue	12/12/2013	Mayor Authorized - Parks and Rec	$33,000.00					
150		G/L Account Number: 101-23-044.9500_100 Capital Outlay Construction	Expense	12/12/2013	Mayor Authorized - Parks and Rec		$113,000.00				
151					**subtotal**	**$133,000.00**	**$113,000.00**				
152											
153											
154		G/L Account Number: 101-23-044.6500_142 Professional and Consultant Services Marketing and Promotion	Expense	11/15/2013	CAO Authorized - Parks and Recreation			$1,055.00			
155		G/L Account Number: 101-23-044.6700_105 Travel & Training Special Training	Expense	11/15/2013	CAO Authorized - Parks and Recreation			$1,789.00			
156		G/L Account Number: 101-23-044.8105 Labor Force Work	Expense	11/15/2013	CAO Authorized - Parks and Recreation		$2,844.00				
157		G/L Account Number: 101-23-044.6210 Small Tools and Equipment	Expense	11/15/2013	CAO Authorized - Parks and Recreation			$838.00			
158		G/L Account Number: 101-23-044.6300_175 Repair & Maintenance Landscape materials	Expense	11/15/2013	CAO Authorized - Parks and Recreation		$838.00				
159					**subtotal**		**$3,682.00**	**$3,682.00**			
160											
161	Parks and Rec. - Parks Admin.	G/L Account Number: 101-23-101-000.4390_110 Concessions Non-Taxable	Revenue	10/30/2013	CAO Authorized - Parks and Recreation	$2,330.00					
162		G/L Account Number: 101-23-101-000.6325 Items For Resale	Expense	10/30/2013	CAO Authorized - Parks and Recreation		$2,330.00				
163											
164		G/L Account Number: 101-23-101-000.6500_118 Professional and Consultant Services Contractual Services	Expense	10/7/2013	CAO Authorized - Parks and Recreation		$10,135.00				
165		G/L Account Number: 101-23-101-000.5000_115 Salaries and Wages Seasonal/Temporary	Expense	10/7/2013	CAO Authorized - Parks and Recreation			$10,135.00			
166											
167	Parks and Rec. - Parks Admin.	G/L Account Number: 101-23-101-000.6325 Items For Resale	Expense	12/16/2013	CAO Authorized - Parks and Recreation		$1,932.00				

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	A	B	C	D	E	F	G	H	I	J	K
168	Parks and Rec. - Rec Programs	G/L Account Number: 101-23-101-245.6208 Special Supplies	Expense	12/16/2013	CAO Authorized - Parks and Recreation			$1,932.00			
169											
170											
171	Parks and Rec. - Facilities, Memorial	G/L Account Number: 101-23-103-256.5000_115 Salaries and Wages Seasonal/Temporary	Expense	12/9/2013	CAO Authorized - Parks and Recreation		$3,000.00				
172		G/L Account Number: 101-23-103-256.6500_118 Professional and Consultant Services Contractual Services	Expense	12/9/2013	CAO Authorized - Parks and Recreation			$3,000.00			
173											
174											
175	Parks and Rec. - Facilities, Public Build.	G/L Account Number: 101-23-103-260.6300_100 Repair & Maintenance Equipment Parts	Expense	10/22/2013	CAO Authorized - Parks and Recreation			$10,000.00			
176	Parks and Rec. - Facilities, Memorial	G/L Account Number: 101-23-103-256.6300_100 Repair & Maintenance Equipment Parts	Expense	10/22/2013	CAO Authorized - Parks and Recreation		$10,000.00				
177											
178											
179	Parks and Rec. - Facilities, Waterfront	G/L Account Number: 101-23-103-258.6000 Office Supplies	Expense	12/5/2013	CAO Authorized - Parks and Recreation		$1,000.00				
180		G/L Account Number: 101-23-103-258.6200 Medical Fees And Supplies	Expense	12/5/2013	CAO Authorized - Parks and Recreation			$500.00			
181		G/L Account Number: 101-23-103-258.6202 Printing/Copying/Paper Mgt	Expense	12/5/2013	CAO Authorized - Parks and Recreation			$500.00			
182		G/L Account Number: 101-23-103-258.6500_118 Professional and Consultant Services Contractual Services	Expense	12/5/2013	CAO Authorized - Parks and Recreation		$1,750.00				
183		G/L Account Number: 101-23-103-258.6206 Custodian Supplies	Expense	12/5/2013	CAO Authorized - Parks and Recreation			$750.00			
184		G/L Account Number: 101-23-103-258.6300 Repair & Maintenance	Expense	12/5/2013	CAO Authorized - Parks and Recreation			$1,000.00			
185					**subtotal**		**$2,750.00**	**$2,750.00**			
186											
187		G/L Account Number: 101-23-103-258.6203 Dues/Subscriptions	Expense	11/6/2013	CAO Authorized - Parks and Recreation		$275.00				
188		G/L Account Number: 101-23-103-258.6500_118 Professional and Consultant Services Contractual Services	Expense	11/6/2013	CAO Authorized - Parks and Recreation			$275.00			
189											
190											
191	Parks and Rec. - Facilities, Miller	G/L Account Number: 101-23-103-259.4875_000 Grant Proceeds	Revenue	10/15/2013	CAO Authorized - Parks and Recreation	$4,500.00					
192		G/L Account Number: 101-23-103-259.4875_000 Grant Proceeds	Revenue	10/25/2013	CAO Authorized - Parks and Recreation	$28,000.00					
193		G/L Account Number: 101-23-103-259.5000_115 Salaries and Wages Seasonal/Temporary	Expense	10/25/2013	CAO Authorized - Parks and Recreation		$10,000.00				
194		G/L Account Number: 101-23-103-259.6500_118 Professional and Consultant Services Contractual Services	Expense	10/15/2013	CAO Authorized - Parks and Recreation		$4,500.00				
195		G/L Account Number: 101-23-103-259.6625 Equipment Maintenance Repairs	Expense	10/25/2013	CAO Authorized - Parks and Recreation		$18,000.00				
196					**subtotal**	**$32,500.00**	**$32,500.00**				
197											
198	City Arts - Admin.	G/L Account Number: 101-27-000-000.5000_115 Salaries and Wages Seasonal/Temporary	Expense	11/26/2013	Mayor Authorized - CIty Arts		$18,750.00				
199		G/L Account Number: 101-27-000-000.6202 Printing/Copying/Paper Mgt	Expense	11/26/2013	Mayor Authorized - CIty Arts		$7,100.00				
200		G/L Account Number: 101-27-000-000.6350 Legal Notice & Advertising	Expense	11/26/2013	Mayor Authorized - CIty Arts		$14,100.00				
201	City Arts - Development	G/L Account Number: 101-27-000-051.4950_125 Donations Major Gifts	Revenue	11/26/2013	Mayor Authorized - CIty Arts	$36,000.00					
202	City Arts - BCA Center	G/L Account Number: 101-27-175.4395 Art Sales	Revenue	11/26/2013	Mayor Authorized - CIty Arts	$30,000.00					
203		G/L Account Number: 101-27-175.6208 Special Supplies	Expense	11/26/2013	Mayor Authorized - CIty Arts		$5,000.00				
204		G/L Account Number: 101-27-175.6500_118 Professional and Consultant Services Contractual Services	Expense	11/26/2013	Mayor Authorized - CIty Arts			$5,950.00			
205		G/L Account Number: 101-27-175.6510_120 Artist Services consignments	Expense	11/26/2013	Mayor Authorized - CIty Arts		$25,000.00				
206		G/L Account Number: 101-27-175.6700_110 Travel & Training Travel Expense	Expense	11/26/2013	Mayor Authorized - CIty Arts		$1,000.00				
207		G/L Account Number: 101-27-175.6800_140 Fees for Services Hospitality Expense	Expense	11/26/2013	Mayor Authorized - CIty Arts		$1,000.00				
208					**subtotal**	**$66,000.00**	**$71,950.00**	**$5,950.00**			
209											
210	Church Street Marketplace - Admin.	G/L Account Number: 230-33-000.5200_125 Other Personal Services Taxable Reimbursements	Expense	12/16/2013	CAO Authorized - Church Street Marketplace			$1,500.00			
211		G/L Account Number: 230-33-000.6005 Postage	Expense	12/16/2013	CAO Authorized - Church Street Marketplace			$500.00			
212		G/L Account Number: 230-33-000.6203 Dues/Subscriptions	Expense	10/1/2013	CAO Authorized - Church Street Marketplace		$640.00				
213		G/L Account Number: 230-33-000.6203 Dues/Subscriptions	Expense	10/1/2013	CAO Authorized - Church Street Marketplace		$50.00				
214		G/L Account Number: 230-33-000.6700_100 Travel & Training Education	Expense	10/1/2013	CAO Authorized - Church Street Marketplace			$2,000.00			
215		G/L Account Number: 230-33-000.6700_110 Travel & Training Travel Expense	Expense	10/1/2013	CAO Authorized - Church Street Marketplace		$2,000.00				
216		G/L Account Number: 230-33-000.6700_110 Travel & Training Travel Expense	Expense	12/5/2013	CAO Authorized - Church Street Marketplace		$600.00				
217		G/L Account Number: 230-33-000.7312 Real Estate Taxes	Expense	10/1/2013	CAO Authorized - Church Street Marketplace			$640.00			
218		G/L Account Number: 230-33-000.7312 Real Estate Taxes	Expense	11/15/2013	CAO Authorized - Church Street Marketplace		$1,500.00				
219	Church Street Marketplace - Public Relations	G/L Account Number: 230-33-390.5200_125 Other Personal Services Taxable Reimbursements	Expense	12/16/2013	CAO Authorized - Church Street Marketplace			$1,500.00			
220		G/L Account Number: 230-33-390.6350 Legal Notice & Advertising	Expense	12/16/2013	CAO Authorized - Church Street Marketplace		$2,500.00				
221		G/L Account Number: 230-33-390.6500_118 Professional and Consultant Services Contractual Services	Expense	10/1/2013	CAO Authorized - Church Street Marketplace		$400.00				
222		G/L Account Number: 230-33-390.6500_118 Professional and Consultant Services Contractual Services	Expense	12/5/2013	CAO Authorized - Church Street Marketplace			$1,700.00			
223		G/L Account Number: 230-33-390.6800_140 Fees for Services Hospitality Expense	Expense	10/1/2013	CAO Authorized - Church Street Marketplace			$50.00			
224		G/L Account Number: 230-33-390.6800_140 Fees for Services Hospitality Expense	Expense	12/16/2013	CAO Authorized - Church Street Marketplace		$500.00				
225	Church Street Marketplace - Maintenance	G/L Account Number: 230-33-391.5000_115 Salaries and Wages Seasonal/Temporary	Expense	11/15/2013	CAO Authorized - Church Street Marketplace			$5,200.00			
226		G/L Account Number: 230-33-391.5000_115 Salaries and Wages Seasonal/Temporary	Expense	11/26/2013	CAO Authorized - Church Street Marketplace			$500.00			
227		G/L Account Number: 230-33-391.5100 Overtime	Expense	11/15/2013	CAO Authorized - Church Street Marketplace		$4,000.00				
228		G/L Account Number: 230-33-391.5100 Overtime	Expense	11/26/2013	CAO Authorized - Church Street Marketplace		$400.00				
229		G/L Account Number: 230-33-391.5200_125 Other Personal Services Taxable Reimbursements	Expense	12/16/2013	CAO Authorized - Church Street Marketplace			$1,000.00			
230		G/L Account Number: 230-33-391.6206 Custodian Supplies	Expense	12/16/2013	CAO Authorized - Church Street Marketplace			$1,000.00			
231		G/L Account Number: 230-33-391.6300_105 Repair & Maintenance Vehicle Maint Supplies	Expense	11/15/2013	CAO Authorized - Church Street Marketplace		$600.00				
232		G/L Account Number: 230-33-391.6300_105 Repair & Maintenance Vehicle Maint Supplies	Expense	11/26/2013	CAO Authorized - Church Street Marketplace		$600.00				
233		G/L Account Number: 230-33-391.6300_182 Repair & Maintenance Drainage and Catch Basins	Expense	10/1/2013	CAO Authorized - Church Street Marketplace			$400.00			
234		G/L Account Number: 230-33-391.6400_120 Utilities Rubbish Removal	Expense	12/16/2013	CAO Authorized - Church Street Marketplace		$1,000.00				
235		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	11/15/2013	CAO Authorized - Church Street Marketplace			$900.00			
236		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	11/26/2013	CAO Authorized - Church Street Marketplace			$500.00			
237		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	12/5/2013	CAO Authorized - Church Street Marketplace		$500.00				
238		G/L Account Number: 230-33-391.6500_103 Professional and Consultant Services Security Contracts	Expense	12/16/2013	CAO Authorized - Church Street Marketplace		$500.00				
239		G/L Account Number: 230-33-391.6500_118 Professional and Consultant Services Contractual Services	Expense	12/5/2013	CAO Authorized - Church Street Marketplace		$600.00				
240		G/L Account Number: 230-33-391.6500_118 Professional and Consultant Services Contractual Services	Expense	12/16/2013	CAO Authorized - Church Street Marketplace		$1,000.00				
241					**subtotal**		**$17,390.00**	**$17,390.00**			
242											
243	DPW - Stormwater	G/L Account Number: 245-19-000.6500_118 Professional and Consultant Services Contractual Services	Expense	12/24/2013	CAO Authorized - Stormwater			$8,200.00			
244		G/L Account Number: 245-19-000.6700_100 Travel & Training Education	Expense	12/24/2013	CAO Authorized - Stormwater		$1,200.00				
245		G/L Account Number: 245-19-000.7400_120 Debt Service Principal State Revolving Loan	Expense	10/24/2013	CAO Authorized - Stormwater		$20,486.00				
246		G/L Account Number: 245-19-000.8005 Vehicle/Equipment Repairs	Expense	12/24/2013	CAO Authorized - Stormwater		$7,000.00				
247		G/L Account Number: 245-19-000.9500_110 Capital Outlay Capital Expenditures	Expense	10/24/2013	CAO Authorized - Stormwater			$20,486.00			
248					**subtotal**		**$28,686.00**	**$28,686.00**			
249											
250	DPW - Traffic, Right of Way	G/L Account Number: 264-19-200-450.6310 Pavement Markings	Expense	10/1/2013	CAO Authorized - DPW Traffic		$8,500.00				
251		G/L Account Number: 264-19-200-450.9500_110 Capital Outlay Capital Expenditures	Expense	10/1/2013	CAO Authorized - DPW Traffic			$8,500.00			

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	A	B	C	D	E	F	G	H	I	J	K
252	DPW - Traffic, Airport Parking	G/L Account Number: 264-19-200-452.6400_120 Utilities Rubbish Removal	Expense	10/3/2012	CAO Authorized - DPW Traffic		$900.00				
253		G/L Account Number: 264-19-200-452.6625 Equipment Maintenance Repairs	Expense	10/3/2012	CAO Authorized - DPW Traffic			$900.00			
254	DPW - Traffic, College Street Garage	G/L Account Number: 264-19-200-455.6400_120 Utilities Rubbish Removal	Expense	10/3/2012	CAO Authorized - DPW Traffic		$1,900.00				
255		G/L Account Number: 264-19-200-455.6615 Property Repairs	Expense	10/3/2012	CAO Authorized - DPW Traffic			$1,900.00			
256	DPW - Traffic, Lakeview Garage	G/L Account Number: 264-19-200-456.6400_120 Utilities Rubbish Removal	Expense	10/3/2012	CAO Authorized - DPW Traffic		$600.00				
257		G/L Account Number: 264-19-200-456.6615 Property Repairs	Expense	10/3/2012	CAO Authorized - DPW Traffic			$600.00			
258					**subtotal**		**$11,900.00**	**$11,900.00**			
259											
260	CEDO - Admin.	G/L Account Number: 301-31-000.5200_130 Other Personal Services Allowance Taxable	Expense	11/15/2013	CAO Authorized - CEDO Admin.		$1,150.00				
261		G/L Account Number: 301-31-000.5400_125 Employee Benefits Health Insurance	Expense	11/15/2013	CAO Authorized - CEDO Admin.			$1,150.00			
262		G/L Account Number: 301-31-000.5400_145 Employee Benefits Employee Parking	Expense	11/15/2013	CAO Authorized - CEDO Admin.		$3,900.00				
263		G/L Account Number: 301-31-000.6202 Printing/Copying/Paper Mgt	Expense	11/15/2013	CAO Authorized - CEDO Admin.		$3,000.00				
264		G/L Account Number: 301-31-000.6203 Dues/Subscriptions	Expense	11/26/2013	CAO Authorized - CEDO Admin.		$5,000.00				
265		G/L Account Number: 301-31-000.6210 Small Tools and Equipment	Expense	11/15/2013	CAO Authorized - CEDO Admin.			$20,800.00			
266		G/L Account Number: 301-31-000.6210 Small Tools and Equipment	Expense	11/26/2013	CAO Authorized - CEDO Admin.			$5,000.00			
267		G/L Account Number: 301-31-000.6400_125 Utilities Telecommunications	Expense	11/15/2013	CAO Authorized - CEDO Admin.		$13,500.00				
268		G/L Account Number: 301-31-000.7303 Regulatory and Bank Fees	Expense	11/15/2013	CAO Authorized - CEDO Admin.		$400.00				
269					**subtotal**		**$26,950.00**	**$26,950.00**			
270											
271	CEDO - Neighborhood Support Services	G/L Account Number: 301-31-301-301.5000_100 Salaries and Wages Regular, Full Time	Expense	11/26/2013	CAO Authorized - CEDO NSS		$8,300.00				
272		G/L Account Number: 301-31-301-301.5200_115 Other Personal Services Other Compensation	Expense	11/26/2013	CAO Authorized - CEDO NSS		$400.00				
273		G/L Account Number: 301-31-301-301.5400_100 Employee Benefits FICA	Expense	11/26/2013	CAO Authorized - CEDO NSS		$650.00				
274		G/L Account Number: 301-31-301-301.5400_115 Employee Benefits Retirement B	Expense	11/26/2013	CAO Authorized - CEDO NSS		$1,300.00				
275		G/L Account Number: 301-31-301-301.5400_120 Employee Benefits Workers Compensation	Expense	11/26/2013	CAO Authorized - CEDO NSS		$400.00				
276		G/L Account Number: 301-31-301-301.5400_125 Employee Benefits Health Insurance	Expense	11/26/2013	CAO Authorized - CEDO NSS		$5,000.00				
277		G/L Account Number: 301-31-301-301.5400_130 Employee Benefits Dental Insurance	Expense	11/26/2013	CAO Authorized - CEDO NSS		$1,000.00				
278		G/L Account Number: 301-31-301-301.5400_135 Employee Benefits Life Insurance	Expense	11/26/2013	CAO Authorized - CEDO NSS		$200.00				
279		G/L Account Number: 301-31-301-301.5400_145 Employee Benefits Employee Parking	Expense	11/26/2013	CAO Authorized - CEDO NSS		$300.00				
280		G/L Account Number: 301-31-301-301.6000 Office Supplies	Expense	11/26/2013	CAO Authorized - CEDO NSS		$2,000.00				
281		G/L Account Number: 301-31-301-301.6005 Postage	Expense	11/26/2013	CAO Authorized - CEDO NSS		$250.00				
282		G/L Account Number: 301-31-301-301.6202 Printing/Copying/Paper Mgt	Expense	10/24/2013	CAO Authorized - CEDO NSS		$450.00				
283		G/L Account Number: 301-31-301-301.6202 Printing/Copying/Paper Mgt	Expense	11/26/2013	CAO Authorized - CEDO NSS		$1,000.00				
284		G/L Account Number: 301-31-301-301.6208 Special Supplies	Expense	10/24/2013	CAO Authorized - CEDO NSS			$1,000.00			
285		G/L Account Number: 301-31-301-301.6208 Special Supplies	Expense	11/26/2013	CAO Authorized - CEDO NSS		$1,000.00				
286		G/L Account Number: 301-31-301-301.6246 Outreach	Expense	10/3/2013	CAO Authorized - CEDO NSS		$1,000.00				
287		G/L Account Number: 301-31-301-301.6246 Outreach	Expense	10/24/2013	CAO Authorized - CEDO NSS		$4,600.00				
288		G/L Account Number: 301-31-301-301.6246 Outreach	Expense	11/26/2013	CAO Authorized - CEDO NSS		$16,175.00				
289		G/L Account Number: 301-31-301-301.6248 Community Support - Lleb	Expense	10/3/2013	CAO Authorized - CEDO NSS			$2,000.00			
290		G/L Account Number: 301-31-301-301.6400_125 Utilities Telecommunications	Expense	10/24/2013	CAO Authorized - CEDO NSS		$100.00				
291		G/L Account Number: 301-31-301-301.6400_125 Utilities Telecommunications	Expense	11/26/2013	CAO Authorized - CEDO NSS		$350.00				
292		G/L Account Number: 301-31-301-301.6700_110 Travel & Training Travel Expense	Expense	11/26/2013	CAO Authorized - CEDO NSS		$2,500.00				
293		G/L Account Number: 301-31-301-301.6700_115 Travel & Training Mileage	Expense	10/3/2013	CAO Authorized - CEDO NSS		$1,000.00				
294		G/L Account Number: 301-31-301-301.6700_115 Travel & Training Mileage	Expense	10/24/2013	CAO Authorized - CEDO NSS		$200.00				
295					**subtotal**		$48,175.00	$3,000.00			
296											
297	CEDO - Americorp	G/L Account Number: 301-31-301-302.4875_165 Grant Other Operating	Revenue	10/10/2013	Resolution 4.14 9/23/2013 CEDO Americorps	$251,809.00					
298		G/L Account Number: 301-31-301-302.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps	$167,695.00					
299		G/L Account Number: 301-31-301-302.5000_100 Salaries and Wages Regular, Full Time	Expense	10/10/2013	Resolution 4.14 9/23/2013 CEDO Americorps		$10,000.00				
300		G/L Account Number: 301-31-301-302.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$54,300.00				
301		G/L Account Number: 301-31-301-302.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$283.00				
302		G/L Account Number: 301-31-301-302.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$4,919.00				
303		G/L Account Number: 301-31-301-302.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$8,359.00				
304		G/L Account Number: 301-31-301-302.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$1,929.00				
305		G/L Account Number: 301-31-301-302.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$15,354.00				
306		G/L Account Number: 301-31-301-302.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$696.00				
307		G/L Account Number: 301-31-301-302.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$108.00				
308		G/L Account Number: 301-31-301-302.5400_145 Employee Benefits Employee Parking	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$271.00				
309		G/L Account Number: 301-31-301-302.6000 Office Supplies	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$150.00				
310		G/L Account Number: 301-31-301-302.6005 Postage	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$50.00				
311		G/L Account Number: 301-31-301-302.6202 Printing/Copying/Paper Mgt	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$500.00				
312		G/L Account Number: 301-31-301-302.6208 Special Supplies	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$720.00				
313		G/L Account Number: 301-31-301-302.6400_125 Utilities Telecommunications	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$767.00				
314		G/L Account Number: 301-31-301-302.6500_118 Professional and Consultant Services Contractual Services	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$2,652.00				
315		G/L Account Number: 301-31-301-302.6500_118 Professional and Consultant Services Contractual Services	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$4,500.00				
316		G/L Account Number: 301-31-301-302.6500_124 Professional and Consultant Services Payroll Processing	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$3,250.00				
317		G/L Account Number: 301-31-301-302.6500_161 Professional and Consultant Services Member Consultants	Expense	10/10/2013	Resolution 4.14 9/23/2013 CEDO Americorps		$241,809.00				
318		G/L Account Number: 301-31-301-302.6500_161 Professional and Consultant Services Member Consultants	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$60,669.00				
319		G/L Account Number: 301-31-301-302.6700_105 Travel & Training Special Training	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$730.00				
320		G/L Account Number: 301-31-301-302.6700_110 Travel & Training Travel Expense	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$6,288.00				
321		G/L Account Number: 301-31-301-302.6800_160 Fees for Services Background Check	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO AmeriCorps		$1,200.00				
322		G/L Account Number: 301-31-301-302-2013.4875_165 Grant Other Operating	Revenue	10/3/2013	Resolution 5.04 9/9/13	$39,588.00					
323		G/L Account Number: 301-31-301-302-2013.5000_100 Salaries and Wages Regular, Full Time	Expense	10/3/2013	Resolution 5.04 9/9/13		$942.00				
324		G/L Account Number: 301-31-301-302-2013.5200_115 Other Personal Services Other Compensation	Expense	10/3/2013	Resolution 5.04 9/9/13			$188.00			
325		G/L Account Number: 301-31-301-302-2013.5400_100 Employee Benefits FICA	Expense	10/3/2013	Resolution 5.04 9/9/13		$72.00				
326		G/L Account Number: 301-31-301-302-2013.5400_115 Employee Benefits Retirement B	Expense	10/3/2013	Resolution 5.04 9/9/13		$87.00				
327		G/L Account Number: 301-31-301-302-2013.5400_120 Employee Benefits Workers Compensation	Expense	10/3/2013	Resolution 5.04 9/9/13		$28.00				
328		G/L Account Number: 301-31-301-302-2013.5400_125 Employee Benefits Health Insurance	Expense	10/3/2013	Resolution 5.04 9/9/13			$11,232.00			
329		G/L Account Number: 301-31-301-302-2013.5400_130 Employee Benefits Dental Insurance	Expense	10/3/2013	Resolution 5.04 9/9/13			$492.00			
330		G/L Account Number: 301-31-301-302-2013.5400_135 Employee Benefits Life Insurance	Expense	10/3/2013	Resolution 5.04 9/9/13			$66.00			
331		G/L Account Number: 301-31-301-302-2013.5400_145 Employee Benefits Employee Parking	Expense	10/3/2013	Resolution 5.04 9/9/13			$228.00			
332		G/L Account Number: 301-31-301-302-2013.6000 Office Supplies	Expense	10/3/2013	Resolution 5.04 9/9/13		$33.00				
333		G/L Account Number: 301-31-301-302-2013.6005 Postage	Expense	10/3/2013	Resolution 5.04 9/9/13		$75.00				
334		G/L Account Number: 301-31-301-302-2013.6202 Printing/Copying/Paper Mgt	Expense	10/3/2013	Resolution 5.04 9/9/13		$17.00				
335		G/L Account Number: 301-31-301-302-2013.6500_161 Professional and Consultant Services Member	Expense	10/3/2013	Resolution 5.04 9/9/13		$50,540.00				

Budget Amendment Report
First Quarter 2014

	A	B	C	D	E	F	G	H	I	J	K
336					**subtotal**	**$459,092.00**	**$471,298.00**	**$12,206.00**			
337											
338	CEDO - Cost Share	G/L Account Number: 301-31-301-303.4875_175 Grant Miscellaneous	Revenue	11/6/2012	Resolution 6.10 CEDO Cost Share	$73,700.00					
339		G/L Account Number: 301-31-301-303.5000_100 Salaries and Wages Regular, Full Time	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$2,700.00				
340		G/L Account Number: 301-31-301-303.5200_115 Other Personal Services Other Compensation	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$50.00				
341		G/L Account Number: 301-31-301-303.5400_100 Employee Benefits FICA	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$250.00				
342		G/L Account Number: 301-31-301-303.5400_115 Employee Benefits Retirement B	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$375.00				
343		G/L Account Number: 301-31-301-303.5400_120 Employee Benefits Workers Compensation	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$80.00				
344		G/L Account Number: 301-31-301-303.5400_125 Employee Benefits Health Insurance	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$750.00				
345		G/L Account Number: 301-31-301-303.5400_130 Employee Benefits Dental Insurance	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$35.00				
346		G/L Account Number: 301-31-301-303.5400_135 Employee Benefits Life Insurance	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$15.00				
347		G/L Account Number: 301-31-301-303.5400_145 Employee Benefits Employee Parking	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$15.00				
348		G/L Account Number: 301-31-301-303.6000 Office Supplies	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$300.00				
349		G/L Account Number: 301-31-301-303.6005 Postage	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$300.00				
350		G/L Account Number: 301-31-301-303.6202 Printing/Copying/Paper Mgt	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$300.00				
351		G/L Account Number: 301-31-301-303.6203 Dues/Subscriptions	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$100.00				
352		G/L Account Number: 301-31-301-303.6500_118 Professional and Consultant Services Contractual Services	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$7,200.00				
353		G/L Account Number: 301-31-301-303.6500_124 Professional and Consultant Services Payroll Processing	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$350.00				
354		G/L Account Number: 301-31-301-303.6700_105 Travel & Training Special Training	Expense	11/6/2012	Resolution 6.10 CEDO Cost Share		$60,880.00				
355					**subtotal**	**$73,700.00**	**$73,700.00**				
356											
357	CEDO - CDBG, Admin.	G/L Account Number: 301-31-301-320.4875_165 Grant Other Operating	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements	$94,387.00					
358		G/L Account Number: 301-31-301-320.6000 Office Supplies	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$300.00				
359		G/L Account Number: 301-31-301-320.6202 Printing/Copying/Paper Mgt	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$500.00				
360		G/L Account Number: 301-31-301-320.6203 Dues/Subscriptions	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$500.00				
361		G/L Account Number: 301-31-301-320.6350 Legal Notice & Advertising	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$700.00				
362		G/L Account Number: 301-31-301-320.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$179.00				
363		G/L Account Number: 301-31-301-320.6500_112 Professional and Consultant Services Audits	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$1,000.00				
364		G/L Account Number: 301-31-301-320.6500_118 Professional and Consultant Services Contractual Services	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$1,000.00				
365		G/L Account Number: 301-31-301-320.6700_100 Travel & Training Education	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$2,500.00				
366		G/L Account Number: 301-31-301-320.7702 Program Delivery - Other	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$87,708.00				
367					**subtotal**	**$94,387.00**	**$94,387.00**				
368											
369	CEDO - CDBG, Brownsfields	G/L Account Number: 301-31-301-321-2012.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$28,025.00					
370		G/L Account Number: 301-31-301-321-2012.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$19,000.00				
371		G/L Account Number: 301-31-301-321-2012.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$88.00				
372		G/L Account Number: 301-31-301-321-2012.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,454.00				
373		G/L Account Number: 301-31-301-321-2012.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,660.00				
374		G/L Account Number: 301-31-301-321-2012.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$760.00				
375		G/L Account Number: 301-31-301-321-2012.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$3,615.00				
376		G/L Account Number: 301-31-301-321-2012.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$330.00				
377		G/L Account Number: 301-31-301-321-2012.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$34.00				
378		G/L Account Number: 301-31-301-321-2012.5400_145 Employee Benefits Employee Parking	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$84.00				
379					**subtotal**	**$28,025.00**	**$28,025.00**				
380											
381		G/L Account Number: 301-31-301-321-2013.4875_165 Grant Other Operating	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	-$20,000.00					
382		G/L Account Number: 301-31-301-321-2013.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$250.00				
383		G/L Account Number: 301-31-301-321-2013.6700_115 Travel & Training Mileage	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$200.00				
384		G/L Account Number: 301-31-301-321-2013.7702 Program Delivery - Other	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlement			$20,450.00			
385					**subtotal**	**-$20,000.00**	**$450.00**	**$20,450.00**			
386											
387	CEDO - CDBG, Micro Enterprise	G/L Account Number: 301-31-301-322-2012.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$82,039.00					
388		G/L Account Number: 301-31-301-322-2012.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$45,239.00				
389		G/L Account Number: 301-31-301-322-2012.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$250.00				
390		G/L Account Number: 301-31-301-322-2012.5200_115 Other Personal Services Other Compensation	Expense	12/9/2013	CAO Authorized - CEDO ENT 12 Micro		$100.00				
391		G/L Account Number: 301-31-301-322-2012.5200_130 Other Personal Services Allowance Taxable	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$350.00				
392		G/L Account Number: 301-31-301-322-2012.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$3,450.00				
393		G/L Account Number: 301-31-301-322-2012.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$6,300.00				
394		G/L Account Number: 301-31-301-322-2012.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,800.00				
395		G/L Account Number: 301-31-301-322-2012.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$4,500.00				
396		G/L Account Number: 301-31-301-322-2012.5400_125 Employee Benefits Health Insurance	Expense	12/9/2013	CAO Authorized - CEDO ENT 12 Micro			$300.00			
397		G/L Account Number: 301-31-301-322-2012.5400_130 Employee Benefits Dental Insurance	Expense	12/9/2013	CAO Authorized - CEDO ENT 12 Micro		$200.00				
398		G/L Account Number: 301-31-301-322-2012.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$100.00				
399		G/L Account Number: 301-31-301-322-2012.5400_145 Employee Benefits Employee Parking	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$200.00				
400		G/L Account Number: 301-31-301-322-2012.6203 Dues/Subscriptions	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$100.00				
401		G/L Account Number: 301-31-301-322-2012.6246 Outreach	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$200.00				
402		G/L Account Number: 301-31-301-322-2012.6285 Program Loan	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$15,000.00				
403		G/L Account Number: 301-31-301-322-2012.6350 Legal Notice & Advertising	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,000.00				
404		G/L Account Number: 301-31-301-322-2012.6400_125 Utilities Telecommunications	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,000.00				
405		G/L Account Number: 301-31-301-322-2012.6700_100 Travel & Training Education	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,500.00				
406		G/L Account Number: 301-31-301-322-2012.7303 Regulatory and Bank Fees	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$50.00				
407					**subtotal**	**$82,039.00**	**$82,339.00**	**$300.00**			
408											
409		G/L Account Number: 301-31-301-322-2013.4700 Interest / Investment Income	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements	$16,000.00					
410		G/L Account Number: 301-31-301-322-2013.4875_165 Grant Other Operating	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements	-$69,000.00					
411		G/L Account Number: 301-31-301-322-2013.5000_100 Salaries and Wages Regular, Full Time	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$7,617.00			
412		G/L Account Number: 301-31-301-322-2013.5200_130 Other Personal Services Allowance Taxable	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$750.00				
413		G/L Account Number: 301-31-301-322-2013.5400_100 Employee Benefits FICA	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$582.00			
414		G/L Account Number: 301-31-301-322-2013.5400_115 Employee Benefits Retirement B	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$1,104.00			
415		G/L Account Number: 301-31-301-322-2013.5400_120 Employee Benefits Workers Compensation	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$228.00			
416		G/L Account Number: 301-31-301-322-2013.5400_125 Employee Benefits Health Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$753.00			
417		G/L Account Number: 301-31-301-322-2013.5400_130 Employee Benefits Dental Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$37.00			
418		G/L Account Number: 301-31-301-322-2013.5400_135 Employee Benefits Life Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$14.00			
419		G/L Account Number: 301-31-301-322-2013.5400_145 Employee Benefits Employee Parking	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$160.00				

	A	B	C	D	E	F	G	H	I	J	K
420		G/L Account Number: 301-31-301-322-2013.6203 Dues/Subscriptions	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$50.00				
421		G/L Account Number: 301-31-301-322-2013.6246 Outreach	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$54,673.00			
422		G/L Account Number: 301-31-301-322-2013.6285 Program Loan	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$10,000.00				
423		G/L Account Number: 301-31-301-322-2013.6350 Legal Notice & Advertising	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$750.00				
424		G/L Account Number: 301-31-301-322-2013.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$500.00				
425		G/L Account Number: 301-31-301-322-2013.6700_105 Travel & Training Special Training	Expense	10/24/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$500.00				
426		G/L Account Number: 301-31-301-322-2013.7303 Regulatory and Bank Fees	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$27.00			
427					**subtotal**	**-$53,000.00**	**$12,710.00**	**$65,035.00**			
428											
429	CEDO, CDBG, Economic Development	G/L Account Number: 301-31-301-323-2012.5400_115 Employee Benefits Retirement B	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$156.00			
430											
431		G/L Account Number: 301-31-301-323-2013.5000_100 Salaries and Wages Regular, Full Time	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$1,147.00			
432		G/L Account Number: 301-31-301-323-2013.5200_130 Other Personal Services Allowance Taxable	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$400.00				
433		G/L Account Number: 301-31-301-323-2013.5400_100 Employee Benefits FICA	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$101.00			
434		G/L Account Number: 301-31-301-323-2013.5400_115 Employee Benefits Retirement B	Expense	10/24/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$156.00			
435		G/L Account Number: 301-31-301-323-2013.5400_125 Employee Benefits Health Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$423.00			
436		G/L Account Number: 301-31-301-323-2013.5400_145 Employee Benefits Employee Parking	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$50.00				
437		G/L Account Number: 301-31-301-323-2013.6203 Dues/Subscriptions	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$50.00				
438		G/L Account Number: 301-31-301-323-2013.6350 Legal Notice & Advertising	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$750.00				
439		G/L Account Number: 301-31-301-323-2013.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$1,000.00				
440		G/L Account Number: 301-31-301-323-2013.6700_100 Travel & Training Education	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$423.00			
441					**subtotal**		**$2,250.00**	**$2,250.00**			
442											
443	CEDO - CDBG, Housing Initiative Prog.	G/L Account Number: 301-31-301-324-2010.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$42,285.00					
444		G/L Account Number: 301-31-301-324-2010.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$32,522.00				
445		G/L Account Number: 301-31-301-324-2010.5000_100 Salaries and Wages Regular, Full Time	Expense	10/24/2013	CAO Authorized - CEDO HIP 2010			$9,725.00			
446		G/L Account Number: 301-31-301-324-2010.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$150.00				
447		G/L Account Number: 301-31-301-324-2010.5200_130 Other Personal Services Allowance Taxable	Expense	11/21/2013	CAO Authorized - CEDO CDBG ENT 10 HIP		$400.00				
448		G/L Account Number: 301-31-301-324-2010.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,487.00				
449		G/L Account Number: 301-31-301-324-2010.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$4,715.00				
450		G/L Account Number: 301-31-301-324-2010.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$975.00				
451		G/L Account Number: 301-31-301-324-2010.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$600.00				
452		G/L Account Number: 301-31-301-324-2010.5400_125 Employee Benefits Health Insurance	Expense	11/21/2013	CAO Authorized - CEDO CDBG ENT 10 HIP			$400.00			
453		G/L Account Number: 301-31-301-324-2010.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$634.00				
454		G/L Account Number: 301-31-301-324-2010.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$58.00				
455		G/L Account Number: 301-31-301-324-2010.5400_145 Employee Benefits Employee Parking	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$144.00				
456		G/L Account Number: 301-31-301-324-2010.7702 Program Delivery - Other	Expense	10/24/2013	CAO Authorized - CEDO HIP 2010		$9,725.00				
457					**subtotal**	**$42,285.00**	**$52,410.00**	**$10,125.00**			
458											
459		G/L Account Number: 301-31-301-324-2012.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$49,286.00					
460		G/L Account Number: 301-31-301-324-2012.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$35,000.00				
461		G/L Account Number: 301-31-301-324-2012.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$250.00				
462		G/L Account Number: 301-31-301-324-2012.5200_130 Other Personal Services Allowance Taxable	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$100.00				
463		G/L Account Number: 301-31-301-324-2012.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,676.00				
464		G/L Account Number: 301-31-301-324-2012.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$4,900.00				
465		G/L Account Number: 301-31-301-324-2012.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,400.00				
466		G/L Account Number: 301-31-301-324-2012.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$3,250.00				
467		G/L Account Number: 301-31-301-324-2012.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$650.00				
468		G/L Account Number: 301-31-301-324-2012.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$60.00				
469		G/L Account Number: 301-31-301-324-2012.5400_145 Employee Benefits Employee Parking	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$70.00				
470		G/L Account Number: 301-31-301-324-2012.6400_125 Utilities Telecommunications	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$500.00				
471		G/L Account Number: 301-31-301-324-2012.6700_100 Travel & Training Education	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$380.00				
472		G/L Account Number: 301-31-301-324-2012.7303 Regulatory and Bank Fees	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$50.00				
473					**subtotal**	**$49,286.00**	**$49,286.00**				
474											
475		G/L Account Number: 301-31-301-324-2013.4875_165 Grant Other Operating	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements	-$154,942.00					
476		G/L Account Number: 301-31-301-324-2013.5000_100 Salaries and Wages Regular, Full Time	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$5,088.00			
477		G/L Account Number: 301-31-301-324-2013.5200_115 Other Personal Services Other Compensation	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$100.00				
478		G/L Account Number: 301-31-301-324-2013.5200_130 Other Personal Services Allowance Taxable	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$100.00				
479		G/L Account Number: 301-31-301-324-2013.5400_100 Employee Benefits FICA	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$719.00			
480		G/L Account Number: 301-31-301-324-2013.5400_115 Employee Benefits Retirement B	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$1,364.00			
481		G/L Account Number: 301-31-301-324-2013.5400_120 Employee Benefits Workers Compensation	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$282.00			
482		G/L Account Number: 301-31-301-324-2013.5400_125 Employee Benefits Health Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$84.00			
483		G/L Account Number: 301-31-301-324-2013.5400_130 Employee Benefits Dental Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$588.00			
484		G/L Account Number: 301-31-301-324-2013.5400_135 Employee Benefits Life Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$8.00			
485		G/L Account Number: 301-31-301-324-2013.5400_145 Employee Benefits Employee Parking	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$20.00			
486		G/L Account Number: 301-31-301-324-2013.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$500.00				
487		G/L Account Number: 301-31-301-324-2013.7702 Program Delivery - Other	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$147,519.00			
488					**subtotal**	**-$154,942.00**	**$700.00**	**$155,672.00**			
489											
490	CEDO - CDBG, Neighborhood Revitalization	G/L Account Number: 301-31-301-325-2010.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$5,145.00					
491		G/L Account Number: 301-31-301-325-2010.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$3,384.00					
492		G/L Account Number: 301-31-301-325-2010.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$15.00				
493		G/L Account Number: 301-31-301-325-2010.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$259.00				
494		G/L Account Number: 301-31-301-325-2010.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$491.00				
495		G/L Account Number: 301-31-301-325-2010.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$102.00				
496		G/L Account Number: 301-31-301-325-2010.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$848.00				
497		G/L Account Number: 301-31-301-325-2010.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$37.00				
498		G/L Account Number: 301-31-301-325-2010.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$9.00				
499					**subtotal**	**$8,529.00**	**$1,761.00**				
500											
501		G/L Account Number: 301-31-301-325-2011.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$46,902.00					
502		G/L Account Number: 301-31-301-325-2011.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$30,875.00				
503		G/L Account Number: 301-31-301-325-2011.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$135.00				

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504		G/L Account Number: 301-31-301-325-2011.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,362.00				
505		G/L Account Number: 301-31-301-325-2011.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$4,477.00				
506		G/L Account Number: 301-31-301-325-2011.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$927.00				
507		G/L Account Number: 301-31-301-325-2011.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$7,735.00				
508		G/L Account Number: 301-31-301-325-2011.5400_125 Employee Benefits Health Insurance	Expense	11/26/2013	CAO Authorized - CEDO CDBG ENT 11 Neigh			$1,000.00			
509		G/L Account Number: 301-31-301-325-2011.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$339.00				
510		G/L Account Number: 301-31-301-325-2011.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$52.00				
511		G/L Account Number: 301-31-301-325-2011.6700_105 Travel & Training Special Training	Expense	11/26/2013	CAO Authorized - CEDO CDBG ENT 11 Neigh		$1,000.00				
512					**subtotal**	**$46,902.00**	**$47,902.00**	**$1,000.00**			
513											
514		G/L Account Number: 301-31-301-325-2012.4875_165 Grant Other Operating	Revenue	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement	$25,052.00					
515		G/L Account Number: 301-31-301-325-2012.5000_100 Salaries and Wages Regular, Full Time	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$16,000.00				
516		G/L Account Number: 301-31-301-325-2012.5200_115 Other Personal Services Other Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$157.00				
517		G/L Account Number: 301-31-301-325-2012.5400_100 Employee Benefits FICA	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$1,225.00				
518		G/L Account Number: 301-31-301-325-2012.5400_115 Employee Benefits Retirement B	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$2,250.00				
519		G/L Account Number: 301-31-301-325-2012.5400_120 Employee Benefits Workers Compensation	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$640.00				
520		G/L Account Number: 301-31-301-325-2012.5400_125 Employee Benefits Health Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$4,100.00				
521		G/L Account Number: 301-31-301-325-2012.5400_130 Employee Benefits Dental Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$200.00				
522		G/L Account Number: 301-31-301-325-2012.5400_135 Employee Benefits Life Insurance	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$30.00				
523		G/L Account Number: 301-31-301-325-2012.6400_125 Utilities Telecommunications	Expense	10/22/2013	Resolution 6.10 10/21/2013 CEDO Entitlement		$450.00				
524					**subtotal**	**$25,052.00**	**$25,052.00**				
525											
526		G/L Account Number: 301-31-301-325-2013.4875_165 Grant Other Operating	Revenue	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements	-$72,402.00					
527		G/L Account Number: 301-31-301-325-2013.5000_100 Salaries and Wages Regular, Full Time	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$14,473.00			
528		G/L Account Number: 301-31-301-325-2013.5200_115 Other Personal Services Other Compensation	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$100.00				
529		G/L Account Number: 301-31-301-325-2013.5400_100 Employee Benefits FICA	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$1,089.00			
530		G/L Account Number: 301-31-301-325-2013.5400_115 Employee Benefits Retirement B	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$2,066.00			
531		G/L Account Number: 301-31-301-325-2013.5400_120 Employee Benefits Workers Compensation	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$427.00			
532		G/L Account Number: 301-31-301-325-2013.5400_125 Employee Benefits Health Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$3,512.00			
533		G/L Account Number: 301-31-301-325-2013.5400_130 Employee Benefits Dental Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$154.00			
534		G/L Account Number: 301-31-301-325-2013.5400_135 Employee Benefits Life Insurance	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$22.00			
535		G/L Account Number: 301-31-301-325-2013.6400_125 Utilities Telecommunications	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements		$450.00				
536		G/L Account Number: 301-31-301-325-2013.7702 Program Delivery - Other	Expense	10/23/2013	Resolution 6.10 10/21/2013 CEDO Entitlements			$51,209.00			
537					**subtotal**	**-$72,402.00**	**$550.00**	**$72,952.00**			
538											
539	CEDO - HOME	G/L Account Number: 301-31-305-315.5200_115 Other Personal Services Other Compensation	Expense	11/21/2013	CAO Authorized - CEDO HOME		$200.00				
540		G/L Account Number: 301-31-305-315.5200_130 Other Personal Services Allowance Taxable	Expense	11/21/2013	CAO Authorized - CEDO HOME		$500.00				
541		G/L Account Number: 301-31-305-315.5400_125 Employee Benefits Health Insurance	Expense	11/21/2013	CAO Authorized - CEDO HOME			$800.00			
542		G/L Account Number: 301-31-305-315.5400_130 Employee Benefits Dental Insurance	Expense	11/21/2013	CAO Authorized - CEDO HOME		$100.00				
543					**subtotal**		**$800.00**	**$800.00**			
544											
545	CEDO - Lead	G/L Account Number: 301-31-305-317.6700_130 Travel & Training Lead Contractor Training	Expense	11/26/2013	CAO Authorized - CEDO Lead		$1,400.00				
546		G/L Account Number: 301-31-305-317.6700_140 Travel & Training Airfare	Expense	11/26/2013	CAO Authorized - CEDO Lead			$1,400.00			
547											
548	CEDO - Lead Income	G/L Account Number: 301-31-305-318.4080 Recording Fees	Revenue	11/1/2013	Mayor Authorized - CEDO Lead	$2,000.00					
549		G/L Account Number: 301-31-305-318.4492 Program Income	Revenue	11/1/2013	Mayor Authorized - CEDO Lead	$21,000.00					
550		G/L Account Number: 301-31-305-318.4936 Loan Repayment Proceeds	Revenue	11/1/2013	Mayor Authorized - CEDO Lead	$30,000.00					
551		G/L Account Number: 301-31-305-318.6500_118 Professional and Consultant Services Contractual Services	Expense	11/1/2013	Mayor Authorized - CEDO Lead		$21,000.00				
552		G/L Account Number: 301-31-305-318.7788 Reallocated Prog Income	Expense	11/1/2013	Mayor Authorized - CEDO Lead		$32,000.00				
553					**subtotal**	**$53,000.00**	**$53,000.00**				
554											
555	CEDO - CJC, Safer Communities	G/L Account Number: 301-31-315-360.6700_100 Travel & Training Education	Expense	10/22/2013	CAO Authorized - CEDO CJC Safer			$1,000.00			
556		G/L Account Number: 301-31-315-360.6700_115 Travel & Training Mileage	Expense	10/22/2013	CAO Authorized - CEDO CJC Safer		$1,000.00				
557											
558	CEDO - CJC, General	G/L Account Number: 301-31-315-361.6010 Computer Equipment	Expense	10/1/2013	BA CEDO move unspent		$500.00				
559		G/L Account Number: 301-31-315-361.6246 Outreach	Expense	10/17/2013	FY 14 CEDO CJC Amendment CAO Approved			$1,000.00			
560		G/L Account Number: 301-31-315-361.6256 CJC - Victims Fund	Expense	10/1/2013	BA CEDO move unspent		$1,000.00				
561		G/L Account Number: 301-31-315-361.6256 CJC - Victims Fund	Expense	10/17/2013	FY 14 CEDO CJC Amendment CAO Approved		$4,000.00				
562		G/L Account Number: 301-31-315-361.6256 CJC - Victims Fund	Expense	12/24/2013	CAO Authorized - CEDO CJC Use of Fund Balance		$2,663.00				
563		G/L Account Number: 301-31-315-361.6264 Civil Ticketing	Expense	10/1/2013	BA CEDO move unspent			$1,500.00			
564		G/L Account Number: 301-31-315-361.6400_125 Utilities Telecommunications	Expense	10/17/2013	FY 14 CEDO CJC Amendment CAO Approved			$4,000.00			
565		G/L Account Number: 301-31-315-361.6700_120 Travel & Training Community	Expense	10/17/2013	FY 14 CEDO CJC Amendment CAO Approved		$1,000.00				
566					**subtotal**		**$9,163.00**	**$6,500.00**			
567											
568	CEDO - CJC, 2nd Chance	G/L Account Number: 301-31-315-363.4875_165 Grant Other Operating	Revenue	11/18/2013	CAO Authorized - CJC 2nd Chance COSA	$12,500.00					
569		G/L Account Number: 301-31-315-363.5000_105 Salaries and Wages Limited Service	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$7,500.00				
570		G/L Account Number: 301-31-315-363.5200_115 Other Personal Services Other Compensation	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$120.00				
571		G/L Account Number: 301-31-315-363.5400_100 Employee Benefits FICA	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$700.00				
572		G/L Account Number: 301-31-315-363.5400_120 Employee Benefits Workers Compensation	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$400.00				
573		G/L Account Number: 301-31-315-363.5400_125 Employee Benefits Health Insurance	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$3,500.00				
574		G/L Account Number: 301-31-315-363.5400_130 Employee Benefits Dental Insurance	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$180.00				
575		G/L Account Number: 301-31-315-363.5400_135 Employee Benefits Life Insurance	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$50.00				
576		G/L Account Number: 301-31-315-363.5400_145 Employee Benefits Employee Parking	Expense	11/18/2013	CAO Authorized - CJC 2nd Chance COSA		$50.00				
577					**subtotal**	**$12,500.00**	**$12,500.00**				
578											
579	CEDO - Graffiti	G/L Account Number: 301-31-315-365.5000_100 Salaries and Wages Regular, Full Time	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$2,500.00				
580		G/L Account Number: 301-31-315-365.5000_105 Salaries and Wages Limited Service	Expense	11/13/2013	CAO Authorized - CEDO Graffitti			$35,000.00			
581		G/L Account Number: 301-31-315-365.5000_115 Salaries and Wages Seasonal/Temporary	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$27,350.00				
582		G/L Account Number: 301-31-315-365.5200_115 Other Personal Services Other Compensation	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$100.00				
583		G/L Account Number: 301-31-315-365.5400_100 Employee Benefits FICA	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$2,500.00				
584		G/L Account Number: 301-31-315-365.5400_115 Employee Benefits Retirement B	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$400.00				
585		G/L Account Number: 301-31-315-365.5400_120 Employee Benefits Workers Compensation	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$1,200.00				
586		G/L Account Number: 301-31-315-365.5400_125 Employee Benefits Health Insurance	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$700.00				
587		G/L Account Number: 301-31-315-365.5400_130 Employee Benefits Dental Insurance	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$200.00				

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588		G/L Account Number: 301-31-315-365.5400_135 Employee Benefits Life Insurance	Expense	11/13/2013	CAO Authorized - CEDO Graffitti		$50.00				
589					**subtotal**		**$35,000.00**	**$35,000.00**			
590											
591	CEDO - JAG	G/L Account Number: 301-31-315-367.4875_110 Grant General Government Operating	Revenue	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG	$56,751.00					
592		G/L Account Number: 301-31-315-367.4875_110 Grant General Government Operating	Revenue	10/30/2013	CAO Authorized - CEDO JAG 2013	-$56,751.00					
593		G/L Account Number: 301-31-315-367.4875_165 Grant Other Operating	Revenue	10/30/2013	CAO Authorized - CEDO JAG 2013	$56,751.00					
594		G/L Account Number: 301-31-315-367.5000_100 Salaries and Wages Regular, Full Time	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$19,414.00				
595		G/L Account Number: 301-31-315-367.5000_110 Salaries and Wages Regular Part Time	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$4,565.00				
596		G/L Account Number: 301-31-315-367.5400_100 Employee Benefits FICA	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$1,850.00				
597		G/L Account Number: 301-31-315-367.5400_115 Employee Benefits Retirement B	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$3,500.00				
598		G/L Account Number: 301-31-315-367.5400_120 Employee Benefits Workers Compensation	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$750.00				
599		G/L Account Number: 301-31-315-367.5400_125 Employee Benefits Health Insurance	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$2,147.00				
600		G/L Account Number: 301-31-315-367.5400_130 Employee Benefits Dental Insurance	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$225.00				
601		G/L Account Number: 301-31-315-367.5400_135 Employee Benefits Life Insurance	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$50.00				
602		G/L Account Number: 301-31-315-367.5400_145 Employee Benefits Employee Parking	Expense	10/30/2013	CAO Authorized - CEDO JAG 2013		$530.00				
603		G/L Account Number: 301-31-315-367.6500_118 Professional and Consultant Services Contractual Services	Expense	10/10/2013	Resolution 5.23 6/24/2013 CEDO JAG		$24,250.00				
604		G/L Account Number: 301-31-315-367.6500_118 Professional and Consultant Services Contractual Services	Expense	10/30/2013	CAO Authorized - CEDO JAG 2013			$10,530.00			
605		G/L Account Number: 301-31-315-367.6500_119 Professional and Consultant Services Health and Wellness	Expense	10/30/2013	CAO Authorized - CEDO JAG 2013		$10,000.00				
606		G/L Account Number: 301-31-315-367-2010.4875_110 Grant General Government Operating	Revenue	10/10/2013	Correct Error	$1,673.00					
607		G/L Account Number: 301-31-315-367-2010.4875_110 Grant General Government Operating	Revenue	10/10/2013	Correct Error	$1,673.00					
608		G/L Account Number: 301-31-315-367-2012.4875_110 Grant General Government Operating	Revenue	11/1/2013	Mayor Authorized - CEDO JAG 2012	$32,963.00					
609		G/L Account Number: 301-31-315-367-2012.5000_100 Salaries and Wages Regular, Full Time	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$3,000.00				
610		G/L Account Number: 301-31-315-367-2012.5200_115 Other Personal Services Other Compensation	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$6,217.00				
611		G/L Account Number: 301-31-315-367-2012.5200_115 Other Personal Services Other Compensation	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$10.00				
612		G/L Account Number: 301-31-315-367-2012.5400_100 Employee Benefits FICA	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$800.00				
613		G/L Account Number: 301-31-315-367-2012.5400_115 Employee Benefits Retirement B	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$800.00				
614		G/L Account Number: 301-31-315-367-2012.5400_120 Employee Benefits Workers Compensation	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$350.00				
615		G/L Account Number: 301-31-315-367-2012.5400_125 Employee Benefits Health Insurance	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$1,766.00				
616		G/L Account Number: 301-31-315-367-2012.5400_130 Employee Benefits Dental Insurance	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$75.00				
617		G/L Account Number: 301-31-315-367-2012.5400_135 Employee Benefits Life Insurance	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$25.00				
618		G/L Account Number: 301-31-315-367-2012.6500_118 Professional and Consultant Services Contractual	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$10,000.00				
619		G/L Account Number: 301-31-315-367-2012.6500_120 Professional and Consultant Services Information	Expense	11/1/2013	Mayor Authorized - CEDO JAG 2012		$9,920.00				
620					**subtotal**	$93,060.00	$100,244.00	$10,530.00			
621											
622	CEDO - Legacy	G/L Account Number: 301-31-330-340.4875_175 Grant Miscellaneous	Revenue	11/4/2013	CAO Authorized - CEDO Legacy	$24,407.00					
623		G/L Account Number: 301-31-330-340.4950 Donations	Revenue	11/4/2013	CAO Authorized - CEDO Legacy		$6,750.00				
624		G/L Account Number: 301-31-330-340.5400_145 Employee Benefits Employee Parking	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$240.00				
625		G/L Account Number: 301-31-330-340.5400_145 Employee Benefits Employee Parking	Expense	11/26/2013	CAO Authorized - CEDO Legacy			$240.00			
626		G/L Account Number: 301-31-330-340.6000 Office Supplies	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$300.00				
627		G/L Account Number: 301-31-330-340.6000 Office Supplies	Expense	11/26/2013	CAO Authorized - CEDO Legacy			$300.00			
628		G/L Account Number: 301-31-330-340.6202 Printing/Copying/Paper Mgt	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$300.00				
629		G/L Account Number: 301-31-330-340.6202 Printing/Copying/Paper Mgt	Expense	11/26/2013	CAO Authorized - CEDO Legacy			$300.00			
630		G/L Account Number: 301-31-330-340.6203 Dues/Subscriptions	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$690.00				
631		G/L Account Number: 301-31-330-340.6400_125 Utilities Telecommunications	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$400.00				
632		G/L Account Number: 301-31-330-340.6400_125 Utilities Telecommunications	Expense	11/26/2013	CAO Authorized - CEDO Legacy			$400.00			
633		G/L Account Number: 301-31-330-340.6500_118 Professional and Consultant Services Contractual Services	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$18,360.00				
634		G/L Account Number: 301-31-330-340.6500_118 Professional and Consultant Services Contractual Services	Expense	11/26/2013	CAO Authorized - CEDO Legacy			$3,760.00			
635		G/L Account Number: 301-31-330-340.6700_110 Travel & Training Travel Expense	Expense	11/4/2013	CAO Authorized - CEDO Legacy		$10,867.00				
636		G/L Account Number: 301-31-330-340.6700_110 Travel & Training Travel Expense	Expense	11/26/2013	CAO Authorized - CEDO Legacy		$5,000.00				
637					**subtotal**	**$24,407.00**	**$42,907.00**	**$5,000.00**			
638											
639	CEDO - Diversity	G/L Account Number: 301-31-330-341.6000 Office Supplies	Expense	10/22/2013	CAO Authorized - CEDO Diversity		$50.00				
640		G/L Account Number: 301-31-330-341.6005 Postage	Expense	10/30/2013	CAO Authorized - CEDO Diversity		$500.00				
641		G/L Account Number: 301-31-330-341.6202 Printing/Copying/Paper Mgt	Expense	10/30/2013	CAO Authorized - CEDO Diversity		$1,000.00				
642		G/L Account Number: 301-31-330-341.6246 Outreach	Expense	10/22/2013	CAO Authorized - CEDO Diversity		$1,250.00				
643		G/L Account Number: 301-31-330-341.6246 Outreach	Expense	11/4/2013	CAO Authorized - CEDO Diversity		$5,500.00				
644		G/L Account Number: 301-31-330-341.6500_118 Professional and Consultant Services Contractual Services	Expense	10/22/2013	CAO Authorized - CEDO Diversity		$23,700.00				
645		G/L Account Number: 301-31-330-341.6500_148 Professional and Consultant Services Interpreter Services	Expense	10/22/2013	CAO Authorized - CEDO Diversity		$1,000.00				
646		G/L Account Number: 301-31-330-341.7702 Program Delivery - Other	Expense	10/22/2013	CAO Authorized - CEDO Diversity			$26,000.00			
647		G/L Account Number: 301-31-330-341.7702 Program Delivery - Other	Expense	10/30/2013	CAO Authorized - CEDO Diversity			$1,500.00			
648		G/L Account Number: 301-31-330-341.7702 Program Delivery - Other	Expense	11/4/2013	CAO Authorized - CEDO Diversity			$5,500.00			
649					**subtotal**		**$33,000.00**	**$33,000.00**			
650											
651	CEDO - Battlefield	G/L Account Number: 301-31-330-343.4875_175 Grant Miscellaneous	Revenue	11/8/2013	Mayor Authorized - CEDO Battlefield	$31,549.00					
652		G/L Account Number: 301-31-330-343.5000_100 Salaries and Wages Regular, Full Time	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$1,430.00				
653		G/L Account Number: 301-31-330-343.5200_115 Other Personal Services Other Compensation	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$8.00				
654		G/L Account Number: 301-31-330-343.5400_100 Employee Benefits FICA	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$109.00				
655		G/L Account Number: 301-31-330-343.5400_115 Employee Benefits Retirement B	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$207.00				
656		G/L Account Number: 301-31-330-343.5400_120 Employee Benefits Workers Compensation	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$43.00				
657		G/L Account Number: 301-31-330-343.5400_125 Employee Benefits Health Insurance	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$359.00				
658		G/L Account Number: 301-31-330-343.5400_130 Employee Benefits Dental Insurance	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$15.00				
659		G/L Account Number: 301-31-330-343.5400_135 Employee Benefits Life Insurance	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$28.00				
660		G/L Account Number: 301-31-330-343.6202 Printing/Copying/Paper Mgt	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$150.00				
661		G/L Account Number: 301-31-330-343.6500_118 Professional and Consultant Services Contractual Services	Expense	11/8/2013	Mayor Authorized - CEDO Battlefield		$29,200.00				
662					**subtotal**	**$31,549.00**	**$31,549.00**				
663											
664	CEDO - Micro Enterprise	G/L Account Number: 301-31-330-344.5200_130 Other Personal Services Allowance Taxable	Expense	11/12/2013	CAO Authorized - CEDO Micro		$50.00				
665		G/L Account Number: 301-31-330-344.5400_125 Employee Benefits Health Insurance	Expense	11/12/2013	CAO Authorized - CEDO Micro			$50.00			
666		G/L Account Number: 301-31-330-344.6000 Office Supplies	Expense	11/12/2013	CAO Authorized - CEDO Micro		$1,000.00				
667		G/L Account Number: 301-31-330-344.6203 Dues/Subscriptions	Expense	11/12/2013	CAO Authorized - CEDO Micro		$200.00				
668		G/L Account Number: 301-31-330-344.6208 Special Supplies	Expense	11/12/2013	CAO Authorized - CEDO Micro		$1,000.00				
669		G/L Account Number: 301-31-330-344.6350 Legal Notice & Advertising	Expense	11/12/2013	CAO Authorized - CEDO Micro		$1,000.00				
670		G/L Account Number: 301-31-330-344.6500_118 Professional and Consultant Services Contractual Services	Expense	11/1/2013	CAO Authorized - CEDO Micro Loan		$40,000.00				
671		G/L Account Number: 301-31-330-344.6500_118 Professional and Consultant Services Contractual Services	Expense	11/12/2013	CAO Authorized - CEDO Micro			$4,700.00			

Budget Amendment Report
First Quarter 2014

	A	B	C	D	E	F	G	H	I	J	K
672		G/L Account Number: 301-31-330-344.6700_110 Travel & Training Travel Expense	Expense	11/12/2013	CAO Authorized - CEDO Micro		$1,000.00				
673		G/L Account Number: 301-31-330-344.6700_115 Travel & Training Mileage	Expense	11/12/2013	CAO Authorized - CEDO Micro		$500.00				
674					**subtotal**		**$44,750.00**	**$4,750.00**			
675											
676		G/L Account Number: 301-31-330-346.6500_118 Professional and Consultant Services Contractual Services	Expense	10/23/2013	Mayor Authorized - CEDO		$32,031.00				
677											
678											
679	Airport	G/L Account Number: 400-35-000.6000 Office Supplies	Expense	12/16/2013	CAO Authorized - Airport			$1,000.00			
680		G/L Account Number: 400-35-430.5000_115 Salaries and Wages Seasonal/Temporary	Expense	12/16/2013	CAO Authorized - Airport		$18,620.00				
681		G/L Account Number: 400-35-430.6000 Office Supplies	Expense	12/16/2013	CAO Authorized - Airport		$1,000.00				
682		G/L Account Number: 400-35-430.6300_115 Repair & Maintenance Signs	Expense	12/16/2013	CAO Authorized - Airport			$5,000.00			
683		G/L Account Number: 400-35-430.6300_140 Repair & Maintenance Salt	Expense	12/16/2013	CAO Authorized - Airport			$12,000.00			
684		G/L Account Number: 400-35-431.5000_100 Salaries and Wages Regular, Full Time	Expense	12/16/2013	CAO Authorized - Airport			$18,620.00			
685		G/L Account Number: 400-35-431.6300_115 Repair & Maintenance Signs	Expense	12/16/2013	CAO Authorized - Airport		$5,000.00				
686		G/L Account Number: 400-35-431.6300_140 Repair & Maintenance Salt	Expense	12/16/2013	CAO Authorized - Airport		$12,000.00				
687					**subtotal**		**$36,620.00**	**$36,620.00**			
688											
689											
690	DPW - Water	G/L Account Number: 460-19-400-411.6300_180 Repair & Maintenance Asphalt	Expense	11/21/2013	CAO Authorized - DPW Water		$25,000.00				
691		G/L Account Number: 460-19-400-411.6800_172 Fees for Services Street Division Services	Expense	11/21/2013	CAO Authorized - DPW Water			$25,000.00			
692		G/L Account Number: 460-19-400-413.6000 Office Supplies	Expense	10/22/2013	CAO Authorized - DPW Water			$1,500.00			
693		G/L Account Number: 460-19-400-413.6300_100 Repair & Maintenance Equipment Parts	Expense	10/22/2013	CAO Authorized - DPW Water		$1,500.00				
694					**subtotal**		**$26,500.00**	**$26,500.00**			
695											
696											
697	Burlington Telecom	G/L Account Number: 483-43-000.9500_130 Capital Outlay CATV	Expense	11/14/2013	CAO Authorized - BT		$5,000.00				
698		G/L Account Number: 483-43-000.9500_135 Capital Outlay Internet	Expense	11/14/2013	CAO Authorized - BT			$5,000.00			
699											
700											
701	Capital Fund - FEMA	G/L Account Number: 706-19-700.4875_130 Grant Federal Capital Indirect	Revenue	11/21/2013	Establish FY 2014 Budget for FEMA Project Continuation	$563.00					
702		G/L Account Number: 706-19-700.4875_130 Grant Federal Capital Indirect	Revenue	11/21/2013	Establish FY 2014 Budget Project Continuation - FEMA Bike Path	$2,250.00					
703		G/L Account Number: 706-19-700.4875_130 Grant Federal Capital Indirect	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Northshore	$2,438.00					
704		G/L Account Number: 706-19-700.4875_130 Grant Federal Capital Indirect	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Lakeview Cem.	$2,250.00					
705		G/L Account Number: 706-19-700.4875_135 Grant State Capital	Revenue	11/21/2013	Establish FY 2014 Budget for FEMA Project Continuation	$112.00					
706		G/L Account Number: 706-19-700.4875_135 Grant State Capital	Revenue	11/21/2013	Establish FY 2014 Budget Project Continuation - FEMA Bike Path	$450.00					
707		G/L Account Number: 706-19-700.4875_135 Grant State Capital	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Northshore	$487.00					
708		G/L Account Number: 706-19-700.4875_135 Grant State Capital	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Lakeview Cem.	$450.00					
709		G/L Account Number: 706-19-700.4990 Interfund Transfer Proceeds	Revenue	11/21/2013	Establish FY 2014 Budget for FEMA Project Continuation	$75.00					
710		G/L Account Number: 706-19-700.4990 Interfund Transfer Proceeds	Revenue	11/21/2013	Establish FY 2014 Budget Project Continuation - FEMA Bike Path	$300.00					
711		G/L Account Number: 706-19-700.4990 Interfund Transfer Proceeds	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Northshore	$325.00					
712		G/L Account Number: 706-19-700.4990 Interfund Transfer Proceeds	Revenue	11/21/2013	Establish FY 2014 Budget Continuation Project - Lakeview Cem.	$300.00					
713		G/L Account Number: 706-19-700.9500_100 Capital Outlay Construction	Expense	11/21/2013	Establish FY 2014 Budget for FEMA Project Continuation		$750.00				
714		G/L Account Number: 706-19-700.9500_100 Capital Outlay Construction	Expense	11/21/2013	Establish FY 2014 Budget Project Continuation - FEMA Bike Path		$3,000.00				
715		G/L Account Number: 706-19-700.9500_100 Capital Outlay Construction	Expense	11/21/2013	Establish FY 2014 Budget Continuation Project - Northshore		$3,250.00				
716		G/L Account Number: 706-19-700.9500_100 Capital Outlay Construction	Expense	11/21/2013	Establish FY 2014 Budget Continuation Project - Lakeview Cem.		$3,000.00				
717					**subtotal**	**$10,000.00**	**$10,000.00**				
718											
719	Capital - FHWA	G/L Account Number: 709-19-150-801.4875_130 Grant Federal Capital Indirect	Revenue	11/21/2013	Establish FY 2014 Budget - Project Continuation (FHWA)	$4,275.00					
720		G/L Account Number: 709-19-150-801.4875_135 Grant State Capital	Revenue	11/21/2013	Establish FY 2014 Budget - Project Continuation (FHWA)	$855.00					
721		G/L Account Number: 709-19-150-801.4990 Interfund Transfer Proceeds	Revenue	11/21/2013	Establish FY 2014 Budget - Project Continuation (FHWA)	$570.00					
722		G/L Account Number: 709-19-150-801.9500_100 Capital Outlay Construction	Expense	11/21/2013	Establish FY 2014 Budget - Project Continuation (FHWA)		$5,700.00				
723					**subtotal**	**$5,700.00**	**$5,700.00**				

The Burlington/ Puerto Cabezas Sister City Program

15 Beech Street, Burlington, VT 05404
www.uvm.edu/sistercity

2013 ANNUAL REPORT TO THE CITY OF BURLINGTON

Board Members: Tina Escaja, Dan Higgins, David Hutchinson, Richard Kemp, Jane Kramer, Marisha Kazeniac, Sarah Luneau, Sam Mitchell, Charlie Delaney

MISSION

The Burlington/ Puerto Cabezas Sister City Program continues to promote interaction between residents of Burlington and residents of Puerto Cabezas, a municipality on the Caribbean Coast of Nicaragua. 2013 marks the twenty-ninth anniversary of the program. While strategies have changed over the years, our focus continues to be the creation of partnerships between like-minded groups and individuals in Vermont and Nicaragua.

OUTREACH

During the past year we promoted the sister city program using video, public displays, and our web site, which gets many inquiries for information about Nicaragua's Caribbean Coast. In October 2012 Burlington's Old North End Studios featured an exhibition of Dan Higgins' Puerto Cabezas photographs. Also during October we participated in a Vermont International Film Festival event showcasing an evening of films representing each of Burlington's sister cities of Puerto Cabezas, Yaroslavl, and Bethlehem/Arad. Margarita Antonio, a radio and TV producer from Bilwi, visited Burlington during the event and we discussed ways we might further use media and the Internet to connect our two communities.

DELEGATION 2013

In February, board members Dan Higgins and Jane Kramer traveled to Puerto Cabezas. They brought congratulations from Mayor Weinberger to the new municipal administration and had a productive meeting with vice alcaldesa Sra. Anicia Matamoros. They also met with a new group organized by Dixie Lee as a Nicaraguan partner in advancing the sister city relationship. Dixie's group includes several residents who have visited Burlington over the years and been active in sister city exchanges.

Dan and Dixie, following up on the cultural inventory project started last year, delivered prints to members of the Creole population whom Dan had photographed. Images included a healer, a long time music teacher, a baker, a barber, a furniture maker, a midwife, and a woman who has been selling vigoran on the street for many years. We produced a book of the portraits to be left at the new Creole Center and had copies printed for exhibiting in Burlington. As in past years, Dan and Jane sought a video project to be involved with, and this year worked with young people at CEDEHCA to produce a TV spot about the making of a mural in downtown Bilwi. At the Irma Cajina School, where a Burlington sister city delegation had refurbished the playground three years earlier, they discovered that chains on the swings were wearing through and engaged a local welder to reinforce them with new iron.

OLD & NEW RELATIONSHIPS:

UVM student Sam Mitchell, who traveled to Bilwi with the sister city delegation in 2012, spent the winter writing his honors research thesis on Miskito Poetry: "Unheard Voices: Miskito Poetry and the Nicaraguan Poetic Tradition". A link to the thesis, written in Spanish, will be posted on the sister city web site.

Marijn, a private organization started by Jet Os of the Netherlands, has been doing excellent work with young people in Bilwi, helping with reading and math lessons while exploring social issues with the kids and building their self-esteem. We have seen the organization's accomplishments and the sister city board this fall voted to fund a new Marijn proposal that will encourage the kids to create art, plays and dances about social problems that effect them. Issues will include violence, drug abuse, unemployment, teenage mothers, etc. Board member David Hutchinson is looking to connect Marijn with a parallel youth organization in Vermont.

Julio Bordas, one of the participants in the first video workshop we gave in year 2000, is now working with PLAN Nicaragua training young people to use video cameras to document a day in their lives. These 7-8 minute videos offer a marvelous way to learn about kids in another culture. In previous years, Spanish teachers in Vermont have reciprocated by having their students make videos in Spanish about life in their communities here and we are always looking for teachers who might encourage their students to produce short videos or photographs for showing in Puerto Cabezas.

In March 2013 a new community cable TV channel was launched by Myrna Cunningham. Myrna has worked with the sister city program since its inception, and the goals of the channel reflect very closely the ideals of public access channels here in Vermont. During the past decade Myrna produced a monthly show called Agenda Costeña that explored social and political issues in the region. The new channel offers a significant tool for citizen participation in building civil society and the sister city board has voted to support the channel with training, equipment, and video exchanges. CCTV will air their video programs on Burlington's channel 17, and the personnel of Burlington's other public access channels have volunteered to help train the group using Skype. We are encouraging someone from Channel 17 to join the Burlington delegation to "Port" next spring.

An 18-minute can be viewed on line, opening with a greeting by Myrna Cunningham announcing the new channel, followed by assorted clips made over the years introducing Puerto Cabezas and sister city history: *http://blip.tv/winooskivision-cafe/report-from-puerto-cabezas-6578125*

DELEGATION 2014

The sister city program will be planning a trip to Puerto Cabezas sometime in February/March and we invite any residents of Burlington who'd like to go to contact us. Charlie Delaney, collaborating with the Alliance for Global Justice, will be orchestrating meetings with indigenous groups, visiting the mine regions and focusing on issues of indigenous concern. Whatever someone's interests might be- arts, music, education, women's issues, media, health, etc.- we can set up meetings with appropriate counterparts.

IN SUMMARY

While the sister city board is represented by a small core of enthusiastic members, we function best as an umbrella organization, networking with other groups and institutions. We have collaborated with URACCAN, CEDEHCA, Johnson College, Champlain Valley Union High School, VT Council on World Affairs, the Center for Media and Democracy, UVM Latin Studies, CCTV, and the CORE program at Champlain College.

We appreciate the continued official support of the city of Burlington and invite participation by any Burlington resident who'd like to learn more about the program. The Burlington/ Puerto Cabezas history offers a unique opportunity for exploring global issues through the perspectives of a long-term sister city relationship. Our meetings take place at board member Jane Kramer's house, 15 Beech Street, in Burlington, and we can be contacted through our web site.

www.uvm.edu/sisterciy

Sandy Baird, Esq.

Burlington-Bethlehem-Arad Sister City Program

PO Box 8486

Burlington, Vermont

October 16, 2013

The Honorable

Mayor Miro Weinberger

Mayor of Burlington

City Hall, Church Street

Burlington, Vermont, 05401

Re: Burlington-Bethlehem-Arad Sister City Program

Dear Mayor Weinberger:

Enclosed please find the report of our Sister City Activities for the year 2013. We are now applying for the budgetary amount to fund this program. If you have any questions please contact me at 802-862-2001 or at sbaird@burlington.edu.

Thank you for your continued support.

Sandra L. Baird

cc: Kristin Peterson Ishaq and Moussa Ishaq

Burlington-Bethlehem-Arad Sister City Program
Report for 2012-2013

October 2012:
We participated in two public programs in conjunction with the Vermont International Film Festival:

- October 18 – Joint Sister Cities program of short films featuring several of Burlington's sister cities (Arad, Bethlehem, Bilwi [Puerto Cabezas], Yaroslavl); the free, public program was followed by discussion and refreshments; North End Studios.

- October 20 & October 28 – Sponsorship of two screenings of the Israeli film *War Matador* during the Vermont International Film Festival; the October 20 showing was followed by a moderated discussion; North End Studios (10/20), ECHO (10/28).

January 2013:
We contributed $500 to the specialized pediatric hospital in Bethlehem through the Bethlehem Arab Society for Rehabilitation.

With the Mayor's Office, we prepared for the visit to Burlington of the Mayor of Bethlehem, Vera Baboun, in February 2013. Unfortunately, her very busy schedule in Washington, D.C., kept her from traveling to Burlington. We were, however, gratified to be in contact with her and that she considered coming to visit.

In preparation for the Bethlehem Mayor's visit, an exhibit of photographs of Bethlehem came to us on loan, which went on display in Waterbury (there being no space in City Hall at that time).

February 2013:
We contributed $500 for a partial scholarship for a student from Bethlehem to the Edward Said National Conservatory of Music through American Near East Refugee Aid (ANERA).

March 2013:
We wrote to the Mayors of Arad and Bethlehem, inviting them to visit Burlington on their next trips to the U.S.

April 2013:
We agreed to sponsor the Australian film *Make Hummus Not War* in the 2013 Vermont International Film Festival. We will make special efforts to reach area students.

July 2013:
We cosponsored a free, public program with Volunteers for Peace at which we showed a short film by Bethlehem youth, followed by a discussion about Israel/Palestine with some twenty young volunteers from around the world as well as members of the general public; Fletcher Free Library. Our volunteers videotaped the program for broadcast on RETN Channel 16, local public-access educational television.