

**TOWN OF MOUNTAIN VILLAGE  
GREEN TEAM COMMITTEE MEETING  
TUESDAY, NOVEMBER 10, 2020, 2:00 PM**

**REVISED**

**TO BE HELD REMOTELY VIA GOOGLE MEET:**

**Meeting ID**

[meet.google.com/psv-ymtw-tbz](https://meet.google.com/psv-ymtw-tbz)

Agenda Item	TOD	Time Requested	Presenter	Type	Title
1	2:00:00		Jett		Call to order
2	2:00:00	::5	Jett	Public Comment	Public Comment on Non-Agenda Items
3	2:05:00	::5	Jett	Action	<a href="#">Approval of the October 13, 2020 Meeting Minutes</a>
4	2:10:00	::5	Jett	Action	<a href="#">Recommendation to Town Council of Appointment of an At-Large Member</a>
5	2:15:00	::20	Dohnal/Lambert	Action	Finalize 2021 Lotus Engineering Contract
6	2:35:00	::15	Prohaska	Action	<a href="#">Approval of final memo to Council regarding the Solar Incentive Program</a>
7	2:50:00	::5	Lambert	Action	<a href="#">Approval of 2021 Meeting Dates</a>
8	2:55:00	::10	Jett	Action	Finalize 2021 Work Plan including sign up for Green Tips <b>Continued to December Meeting</b>
10	3:05:00		Jett	Informational	Items for Consideration: A. Snowmelt options for Chondola walkways B. San Miguel Watershed Coalition Update C. Beaver Issue D. Finn Kjome to speak about Mountain Village water E. Adopt a Highway F. 2020 January – March: 1st Quarter Green Team Quarterly Report. Present in <b>APRIL</b> G. 2020 April – June: 2nd Quarter Green Team Quarterly Report. Present in <b>JULY</b> H. 2020 July – Sept: 3rd Quarter Green Team Quarterly Report. Present in <b>OCT</b> I. 2020 Oct – Dec: 4th Quarter Green Team Quarterly Report. Present in <b>JAN</b> J. Ordinance and Initiative Timeline K. Forest health - infestation? Blowdown Management? <b>L. Review Bruin Contract - 6 month review due Feb 2021. Need reports by JAN meeting</b> M. Weed Management
11	3:05:00	::5	Jett	Informational	Other Business
12	3:10:00	::5	Jett		Adjourn

**Log in information:**

<https://meet.google.com/psv-ymtw-tbz>

**Join by phone**

**(US) +1 413-359-0805 PIN: 152 460 555#**

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF THE OCTOBER 13, 2020  
GREEN TEAM MEETING DRAFT**

The meeting of the Green Team Committee was called to order by Cath Jett on Tuesday, October 13, 2020 at 2:03 p.m. via Google Hangouts.

**Attendance:**

**The following Green Team Committee members were present:**

Cath Jett, Chair and Mountain Village Resident  
Jonathan Greenspan, Vice-Chair and Mountain Village Resident  
Patrick Berry, Mountain Village Town Council  
Marti Prohaska, Mountain Village Town Council – Left at 3:00  
Mike Follen, At Large Member  
Marla Meredith - TMVOA Member  
Erin Kress - TSG Member  
Inga Johansson - Alternate Member

**The following were also in attendance:**

Zoe Dohnal, Business Development & Sustainability Manager (Staff)  
Christina Lambert, Deputy Town Clerk (Staff)  
Todd Brown, Town of Telluride  
Karen G, Town of Telluride  
Drew Harrington, Building Department (Staff)

**Consideration of Approval of Minutes:**

September 8th, 22nd, & 29th, 2020 Green Team Committee Meeting

On a **MOTION** by Inga Johansson and seconded by Jonathan Greenspan, the Green Team Committee voted unanimously to approve the September 8th, 22nd, & 29th, 2020 meeting minutes as presented.

**Discussion and Committee Follow Up/Next Steps:**

- Agenda Item 4- Appointment of a Secretary for Green Team
  - **NEXT STEPS:** Cath Jett presented this item to the committee and asked for a volunteer.
  - Inga Johansson volunteered to take position with support from Jonathan Greenspan.
  - On a **MOTION** by Cath Jett and seconded by Jonathan Greenspan, the Green Team Committee unanimously voted to approve Inga Johansson as the new secretary.
  
- Agenda Item 5- Review of plastic usage in Mountain Village businesses:

- **NEXT STEPS:** Jonathan Greenspan presented this item to the committee and reviewed the informal Mountain Village Restaurants and Bars Plastic Usage Survey.
- A majority of businesses have made significant efforts to reduce single-use plastic. Almost all business have adopted informal upon request only policies. An alarming lack of recycling within each establishment was observed. Jonathan expressed concern for upcoming January 1<sup>st</sup> deadline to move toward a more formal ordinance.
- Todd Brown informed committee that The Town of Telluride has everything ready to move towards an ordinance, but they are waiting for the state to take action on the preemption bill.
- Patrick encouraged committee to reach out to Paul Wisser and get opinion on legality stating council would reject anything that implied legal consequences.
- Committee **DIRECTED** Inga Johansson to set up a meeting with the sub committee to discuss next steps.

□ Agenda Item 6- Consideration of creating a subcommittee for the Solar Incentive Program:

- **NEXT STEPS:** Cath Jett presented this item to the committee and discussion took place.
- Zoe expresses Town Councils request for specific details about the project including a general plan and impact assessment. Zoe recommended participation from building department as well.
- Drew recommended working with the town's current building code and investigation of alternative per panel rebate system versus the current KW rebate system
- Marti volunteered to chair the subcommittee with Marla, Pete, Drew and Cath as support.
- Subcommittee formation was supported unanimously by Green Team Committee.

□ Agenda Item 7- Presentation of and approval of Final Quarterly Report to be submitted at the October regularly scheduled Town Council meeting:

- **NEXT STEPS:** Cath Jett presented this item to the committee for approval.
- Green Team unanimously approved Report "as is" to submit to Town Council.

□ Agenda Item 8- Finalize 2021 Lotus Engineering Contract:

- **NEXT STEPS:** Zoe Dohnal presented this item to the committee and discussion took place.
- Zoe reviewed adjustment of contract to include regional greenhouse gas reporting. Lotus will provide comparison reports and all documents will be accessible to public. Zoe noted Lotus calculation metric for emissions differs from EAP.
- Patrick expressed concern for participation of local municipalities with two different reports being produced.
- Karen requested clarification for how Lotus would move forward with collecting this data from local municipalities.

- Committee **DIRECTED** Zoe to produce specifics on municipal data collection strategy from Lotus before proceeding to approve 2021 contract.

□ Agenda Item 9- 2021 Work Plan:

- **NEXT STEPS:** Cath Jett presented the following items to the committee and discussion took place:
  1. Green Tips
    - Team discussed need for participation of every Green Team Member. Discussion took place about original intent of simple and straight forward tips and tools for the community.
    - Green Team unanimously agreed to sign up for one month in the current google drive document before the November Green Team Meeting.
  2. Mountain Village Clean-Up Day
    - Mike expressed interest in creating a more coordinated effort between organizations carrying out similar initiatives.
    - Jonathan Greenspan recommended reaching out to the Ecology Commission chair.
    - Green Team **DIRECTED** the sub-committee to investigate option of increasing frequency of events, combining efforts with local organizations and expanding concept to include recycling and electronic waste collection.
  3. Composting Program
    - Only change to previous work plan will be addition of community composting trailer.
    - Patrick expressed concern with Biocompet composting units with their performance and with the slow response in fixing problems. He expressed a need to evaluate performance this year and consider possible alternatives.
  4. Voluntary Single-use Plastics Resolution Implementation and Plan
    - Inga clarified January 2021 as official start for collaboration with Upstream Consulting Firm and will move forward with setting up sub committee meeting to discuss work plan and next steps.
    - Jonathan expressed concern about the need for an official RFP process.
    - Zoe will inform Inga of any further action needed.
  5. General Green Team Communication and Education
    - Zoe clarified funding would support communication efforts only and reminded team of the current budget variance of \$11,015 to provide room for unexpected expenditures.
  6. Green team Dues and Fees
    - Dues will be paid to Sneffels Energy board and CC4CA and discussion took place about the increasing value and effectiveness of CC4CA.
  7. Solar Rebate Initiative
    - Discussion took place about Solar United Neighbors.

- The firm was recommended to Cath by The Climate Reality Project and have expertise in ski resort communities. Cath explained the firm's costs were included in the \$50,000 budget allocation.
- Zoe will communicate with Cath to decide if formal RFP process will be required to move forward.

□ Agenda Item 10- Items for Consideration: Cath Jett presented the following items to the committee and discussion took place.

- Beaver Issue  
Continual discussion between Public Works and TSG. Zoe reminded team that this is not on our work plan but we may write a letter in support of mitigation. Erin agreed to informally remind Jeff.
- Weed Spraying  
Cath was approached by several community members concerned about lack of notification for spraying. Zoe will communicate complaints to JT and town staff to try and promote earlier notification and increase current outreach to residents of Mountain Village.

#### Other Business:

- Mike Follen will be relocating at the end of the month and presented his resignation from the Green Team. Zoe expressed the need to move forward with finding someone to fill his seat.
- Jonathan Greenspan brought the following concerns to the committee.
  1. The need for procurement policies within the town for recycling items. There is a need to define current policies and how to change or improve them to stimulate an economy for recycled items within the town.
  2. Living Like a Local messaging is underway. He proposed using parking garages and other high traffic areas to promote the message for tourists.
  3. Mountain Village Market and TMVOA are currently moving forward with a waste processing area behind the building. After months of conversation to encourage the use of the space for a broader recycling area, he expressed disappointment to hear that the town will move forward with landfill option only. Jonathan expressed the need to lead by example and move our Zero Waste mission forward as a town within the government facilities. He also expressed the ongoing need for open space to move forward with implementing a local waste processing and receiving facility within the town. Marla agreed to contribute to moving this discussion forward in partnership with Jonathan.
  4. While the decals on trash receptacles were updated, Jonathan expressed concern that the openings have not been adjusted and make recycling very hard.

There being no further business, on a **MOTION** by Johnathan Greenspan and seconded by Marla Meredith, the Green Team Committee voted unanimously to adjourn the meeting at 3:28 p.m.

#### Reminder:

The next Green Team Committee meeting will take place on Tuesday, November 10th, 2020 at 2:00 p.m. in the Mountain Village Town Hall Conference Room.

Respectfully submitted,

Inga Johansson  
Green Team Alternate Member



## **AGENDA ITEM #4**

**DATE: November 10, 2020**

**TO: Green Team Committee**

**FROM: Cath Jett, Chairperson**

**SUBJECT: Recommendation to Town Council for an At Large Member to replace Mike Follen**

We have received two letters of interest for the At Large Member. They are attached for review. As a matter of business, we could also move Inga from the Alternate seat into the At Large position.

Please be prepared with any questions that you might have for the applicants.

October 27, 2020

110 Lone Fir Lane  
Mountain Village, CO 81435

Dear Mountain Village Town Council:

I am interested in the vacant seat on the Green Team. As a former Town Council member, former Mountain Village business/commercial property owner, and a twenty year resident in Mountain Village, I believe I am qualified for the position. My passion for the environment is both enormous and untiring and I feel that I can contribute positively to this endeavor.

I would like to be a part of the team that helps Mountain Village improve its environmental awareness/footprint/existence.

Thank you for your consideration,

Jonette R. Bronson, Ph.D.  
970.708.9384  
Bronson.jonette@gmail.com



## EDUCATION

---

**Master of Exercise Science** August 2011 – December 2013  
University of Louisiana at Monroe, Monroe, LA

**Bachelor of Science** August 2007 – May 2012  
Loras College, Dubuque, IA

## SUMMARY OF QUALIFICATIONS AND COMPETENCIES

---

- Ability to cope with failure and use critical thinking for organizational planning.
- Outstanding communication skills. Comfortable interacting with all organizational and cultural levels.
- Flexible and adaptable. Assimilate quickly in transition, switching roles as needed to maintain productivity and embrace new concepts and methods in every aspect of training.
- Resourceful problem solver. Adept in anticipating and analyzing problems, then formulating solutions.
- Strong communication skills and ability to supervise and motivate teams to perform at high levels through training, mentoring, and establishing clear production expectations.
- Resilient desire to push my limits with education and allow humility in the work environment. Consistent research and seminars that challenge my beliefs and techniques will be received and practiced according to the individual's communication style and needs assessment.
- Strong people and presentations skills, and excellent written and verbal communication skills.
- High level of customer services experiences as well as customer record management experience.

## PROFESSIONAL EXPERIENCE

---

**Ski Butlers**, Telluride, CO September 2019 – Present  
General Manager of Sales and Operations

- Manage daily operational activities of a small team. Identified inefficiencies and made recommendations for process improvements
- Consistently met and exceed gross profit goals. Effectively controlled costs and developed operating budgets.
- Maintained a Net Promoter Score of 94% with customers

**Club Pilates**, Madison, WI April 2018 – September 2019  
General Manager

- Independently make decisions related to high-level customer service in association with hiring, class programs, continuing education, and implementation of studio events
- Lead generation including Grass Roots Marketing and Networking while implementing the sales process. Setting membership goals and developing plans in the multiple pillars of income associated with the studio growth.
- Actively participate in activities provided by the studio to increase positive and cooperative relationships with contacts while increasing brand awareness and building affiliations with the staff, public, and other businesses.
- Plans, coordinates, and supervises the management of over 2,000 studio prospects and over 250 members with regular follow ups to accommodate the needs of the studio and outreach.

# Danielle Lewis

DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

**REI**, Madison, WI September 2018 – Present

Sales Associate

- Assist with customers throughout the store
- Work with sales associates to create a solid customer service experience
- Identify issues and effectively communicate them to leaders

**Colorado State University**, Fort Collins, CO August 2015 – April 2018

Assistant Strength and Conditioning Coach

- Administer and manage the athletic development programs for women's basketball, golf, and tennis while measuring monthly progress with testing protocol to identify performance trends and resolve problems.
- Serve as a mentor and role model to students in relation to performance expectations, professional development, and student staff development/leadership.
- Implement annual athlete evaluations: conduct and review evaluations, identify patterns, determine merit, and recommend changes to improve performance and/or work productivity.
- Coordinate and participate in regular staff meetings with all athletic personnel for individual reviews.

**Jax Outdoor**, Fort Collins, CO March 2017 – Present

Sales Associate in Footwear Department

- Assist with promotion, sales and organization of sales floor in the footwear department.
- Attended product knowledge seminars to maintain up to date knowledge and network with industry and contacts.
- Enforce policies and procedures and ensure that my sales team achieves the customer service levels set by the organization, resulting in an annual increase of customer satisfaction.
- Dealt with customer queries; analyzed precise ongoing market analysis and evaluation of competitor and looked out for unique ways to enhance sales.
- Foster strong relationships with customers and strategic associated to elevate brand awareness through community initiatives.
- Excellent listening skills, including the ability to identify and isolate customers concerns or objections, in addition to excellent written and oral communication skills.

**Florida A&M University**, Tallahassee, FL August 2013 – August 2015

Assistant Strength and Conditioning Coach

- Run all aspects of weight room operations regarding schedules, meetings, and programs in accordance to the University philosophy to improve environment, health, and staff relationships.
- Embrace and apply the tenants of a team model with student and career staff to sustain an inclusive and trusting working environment.
- Manage business relationships across multiple departments and levels

## PROFESSIONAL DEVELOPMENT AND SERVICE

---

Communication Seminar 11/2017

Interpersonal Violence Seminar 1/2018

# Danielle Lewis

DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

## **MEMBERSHIPS & CERTIFICATIONS**

---

United Powerlifting Association (UPA) Member/Competitor (2009 – 2011)

2010 Best Female Lifter

2010 National Champion 165 weight class

2011 National Champion 165 weight class

USA Weightlifting Level 1 Club Coach (USAW)

Certified Strength and Conditioning Coach (CSCS)

Member of National Strength and Conditioning Association (NSCA)

Myokinematic Restoration certified through Postural Restoration Institute (PRI)

Pelvis Restoration certification through Postural Restoration Institute (PRI)

Postural Respiration certification through Postural Restoration Institute (PRI)

PRI Integration for Fitness & Movement certified through Postural Restoration Institute (PRI)

CPR/First Aid/AED Certified 2017

Reflexive Performance Reset 2017 (PRP)

Pilates Certification (2019)

**Danielle Lewis**  
DANIELLEJLEWIS14@GMAIL.COM • (319)430-2060

Dear Town of Mountain Village Green Team:

I am very excited about the opportunity to be a part of the Mountain Village Green Team Committee. I am currently in my second year working at Ski Butlers in Mountain Village. Executing flawless events requires an organized, strategic mind combined with creative in-the-moment problem solving – qualities I have honed over six years in Athletics. Over the last year, I have come to realize I have a strong passion for sustainability and the urge to learn about how to incorporate it into my community. Although I do not have any specific sustainability experience, I am open to learn and motivated to work. I would like this role to sling shot my involvement in the community now and into the future. This realization is why I would be a perfect candidate for the open position! I am excited to translate my goals and passion to create more of an action plan. I am also excited to be challenged in a measurable atmosphere and practice my transferable skills of sales, leadership, and organizational skills to represent a newer passion of mine.

My previous professional experience has taught me the importance and benefit of community and health. The experience I have of managing athletic teams, budgeting equipment needs, personal assessments, and marketing will aid in the development of sustainability projects. The time I have spent in community outreach environment has only established my true passion for personal development and affiliations. I am incredibly drawn to the leadership interaction and developing relationships. I understand the need to innovate to create unique experiences, shift priorities quickly, and lead strong teams. An integral part of managing successful accounts is maintaining strong partnerships by focusing on solutions while sticking to the company's expectations. These components are important facets to perfecting the practical experience and didactic components of a well-versed representative of the Green Team. I would thrive in a number of the position requirements and am more than elated to be able to expand my skills and grow for and with a department that I entirely support with a philosophy I live my personal life by.

My key accomplishments include:

- **Team Building/Resourceful problem solving:** Quickly responds to issues on the spot involving scheduling or individuals not doing their required work.
- **Leadership skills:** Headed a team of 60 total individuals to develop each team according to their personal needs and assessment reviews. Setting goals and establishing training programs is what I have done in my previous jobs through a variety of paths.
- **Innovation/Education:** Understanding what an individual requires and applying the knowledge I have is a special skill I have applied over the last six years.

I am thrilled about the opportunity to learn about and be a part of a sustainability program! I believe my experience and longitudinal interests in constructive philosophical foundations and effective leadership will compliment your movement well. I welcome the chance to discuss how my experience, education and values blend with this opportunity. Please feel free to contact me at (319)430-2060 or email me at [daniellejlewis14@gmail.com](mailto:daniellejlewis14@gmail.com). Thank you for considering my application. I look forward to hearing from you.

Kind Regards,

Danielle J. Lewis

# AGREEMENT TO PROVIDE CONSULTING SERVICES

---

THIS AGREEMENT is entered into on the \_\_ day of XX 2020 by and between Town of Mountain Village (the "Town") and Lotus Engineering and Sustainability, LLC, (hereinafter "CONSULTANT").

WHEREAS, CONSULTANT has specialized professional expertise and experience;

WHEREAS, The Town anticipates the need for specialized services, as defined by the BASIC SERVICES, which can be performed by CONSULTANT;

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties agree to, and are subject to the stated terms and conditions as follows.

## BASIC SERVICES

CONSULTANT shall provide to Town the professional services described in the Scope of Work issued pursuant hereto (the "WORK"). The WORK shall be performed in accordance with the provisions of this AGREEMENT. Upon execution by CONSULTANT and Town, the WORK shall be incorporated herein by this reference as part of this AGREEMENT.

In general, WORK will include assistance and support for all tasks necessary for the completion of work as requested and based on the availability of the CONSULTANT. CONSULTANT shall track all necessary time and expenses for each assignment and shall coordinate closely with Town.

## COMPENSATION

The compensation to CONSULTANT for Work as Described is measured by the following elements, which are computed as set forth below.

### A. Fixed Amount Basis:

1. CONSULTANT shall complete the Work for an amount not to exceed Seventeen Thousand Two-Hundred Eighty-Six Dollars (\$17,286.00) which the Town shall pay as set forth below.

## INVOICES

- A. CONSULTANT shall invoice the Town and the completion of each Task as described in the Project Schedule in accordance with the project budget amount for each such Task. Each invoice shall identify Services performed and shall show by TASK ORDER, hours worked, brief description of labor and labor charges.
- B. The Town of Mountain Village shall pay CONSULTANT within thirty (30) days after Town of Mountain Village receives each invoice from CONSULTANT.

## RESPONSIBILITIES OF CONSULTANT

CONSULTANT will perform Services as specified under BASIC SERVICES.

### RESPONSIBILITIES OF Town of Mountain Village

- A. Provide all criteria and full information as to requirements for the project.
- B. Designate a person to act as representative with respect to professional and contractual services of CONSULTANT.
- C. Give prompt notice to CONSULTANT of any development that affects the scope and/or timing of CONSULTANT'S services.
- D. Coordinate CONSULTANT'S work with that of other parties.

## PERIOD OF SERVICE

The Services of CONSULTANT have been agreed to in anticipation of the orderly and continuous progress as specified under BASIC SERVICES.

## MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CONSULTANT and Town of Mountain Village agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

## MISCELLANEOUS

- A. If, at any time, BASIC SERVICES is changed from that on which this Agreement for Services is based, the scope and compensation for only future services will be subject to re-negotiation.
- B. If the Services are postponed, delayed, suspended, or abandoned for any reason, CONSULTANT will be paid for all work performed through the date of such postponement, delay, suspension or abandonment as set forth in the Compensation section of this Agreement.

- C. This Agreement may be terminated by either party on seven days written notice to the other party, in which case, CONSULTANT will be paid for all work performed through the date of termination as set forth in the Compensation section of this Agreement. This Agreement will automatically terminate at the completion of the Work and final payment being made by the Town.
- D. The only warranty or guaranty made by CONSULTANT in connection with the Services performed hereunder is that CONSULTANT will use that degree of care and skill ordinarily required to perform under this WORK. No other warranty, expressed or implied, is made or intended by this Agreement to Provide Sub consulting Services.
- E. This Agreement is governed by the laws of the State of Colorado. Venue and jurisdiction is property in San Miguel County, Colorado.
- F. CONSULTANT and Town of Mountain Village each binds himself and his partners' successors, executors, administrators, assigns, and legal representatives unto the other in respect to all covenants, Agreements, and obligations of this Agreement.
- G. The Contractor qualifies as a "contractor" pursuant to §8-17.5-101(2) C.R.S. and the Contractor hereby certifies that, as of the date hereof, the CONTRACTOR does not knowingly employ or contract with an illegal alien, and the CONTRACTOR has participated or attempted to participate in the "Basic Pilot Program"(as defined in §8-17.5-101(1), C.R.S.) in order to verify that the CONTRACTOR does not employ any illegal aliens. In compliance with §8-17.5-101(2) C.R.S., it is hereby agreed:

The CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work described in this Agreement (defined as "Contractor Services" for the purpose of this section) or enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Contractor Services.

The CONTRACTOR has verified or attempted to verify through participation in the Basic Pilot Program that it does not employ any illegal aliens or shall apply to participate in the Basic Pilot Program every three months until the CONTRACTOR is accepted or until termination of this Agreement, whichever is earlier.

The CONTRACTOR shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing the Contractor Services.

If the CONTRACTOR obtains actual knowledge that a subcontractor performing Contractor Services knowingly employs or contracts with an illegal alien, the CONTRACTOR shall be required to: (i) notify the subcontractor and the CLIENT within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (i) the subcontractor does not stop employing or contracting with the illegal alien; except that the

CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that he subcontractor has no knowingly employed or contracted with an illegal alien.

The CONTRACTOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such department is undertaking pursuant to §8-17.5-102(5) C.R.S.

- H. CONSULTANT acknowledges that it may have access to certain Town data that includes “personal identifying information,” as defined in C.R.S. 24-73-101(4)(b) and 2 C.F.R. 200.82, as amended from time to time (“PII”). CONSULTANT will comply fully with all applicable laws, regulations and government orders relating to PII and data privacy with respect to any data that CONSULTANT receives or has access to under this Agreement or in connection with the performance of any services for the Town. CONSULTANT will implement and maintain reasonable security procedures and practices that are appropriate to the nature of the PII it may receive and reasonably designed to help protect the PII from unauthorized access, use, modification, disclosure or destruction.

## INSURANCE

- A. The CONSULTANT shall obtain and maintain insurance as specified below herein at all times prior to the termination or expiration of this Contract:
- a. Worker's Compensation as required by law.
  - b. Commercial General Liability Insurance, covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, with minimum limits as follows:
    - i. \$1,000,000 each occurrence
    - ii. \$1,000,000 general aggregate
    - iii. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the CONSULTANT shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Town a certificate or other document satisfactory to Town showing compliance with this provision.

- c. The Town shall be named as additional insured on each liability policy.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Town of Mountain Village

Lotus Engineering and Sustainability, LLC

Name: Kim Montgomery, Town Manager

Name:

Signature: \_\_\_\_\_

Signature:

Date:

Date:

Approved as to Form:

\_\_\_\_\_  
Jim Mahoney, Town Attorney

## Proposed Scope of Work

---

### TASK 1: DEVELOP A 2020 COMMUNITY-WIDE GPC-COMPLIANT GHG INVENTORY

- Hold a kick-off meeting with the Town. (This meeting may be sufficient to cover all inventories.)
- Update the Lotus-derived data management and emission calculation spreadsheet. Key aspects of this tool include a summary of data sources; emission factors; emission calculations; emission summary.
  - Non-GPC emission sources, such as avoided emissions from recycling and renewable energy, will also be included as information-only items.
- Collect data.
- Conduct a quality assurance/quality control (QA/QC) review on collected data to ensure that it aligns with best practices and industry knowledge.
- Calculate emissions and complete the 2020 GPC-compliant inventory.
- Review all findings with the Town.
- Calculate key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per capita, energy use intensity by building sector, residential electricity and natural gas use per capita.

#### Deliverables

- Project kickoff meeting.
- 2020 GPC-compliant GHG inventory with inputs and all accompanying data sources, including emails and original reports and spreadsheets.

### TASK 2: DEVELOP A 2020 MUNICIPAL EMISSIONS INVENTORY

- Update the Lotus-derived data management and emission calculation spreadsheet. Key aspects of this tool include a summary of data sources; emission factors; emission calculations; emission summary.
- Collect data.
- Conduct a QA/QC review on collected data to ensure that it aligns with best practices and industry knowledge.
- Complete the 2020 inventory for municipal operations.
- Review all findings with the Town.
- Calculate key metrics for future comparison including, but not limited to, emissions by department (or comparable breakdown as provided by the Town), emissions by source, and emissions per city employee.

#### Deliverables:

- 2020 municipal GHG inventory with inputs and all accompanying data sources, including emails and original reports and spreadsheets.



## Project Budget

TASK AND SUBTASK	Lotus Labor Hours				Total Lotus Labor	Total Labor Costs
	Emily	Hillary	Julia	Rachel		
	Regular	Regular	Regular	Regular		
	\$ 120	\$ 120	\$ 98	\$ 75		
Task 1: Develop Community-Wide GHG Inventory	6		20	34	60	\$ 5,230.00
Task 2: Develop Municipal GHG Inventory	6		20	34	60	\$ 5,230.00
Task 3: Summary of Inventory Findings	12		20	30	62	\$ 5,650.00
Project Management	0		12	0	12	\$ 1,176.00
<b>TOTAL</b>	<b>24</b>	<b>0</b>	<b>72</b>	<b>98</b>	<b>194</b>	<b>\$17,286.00</b>

# AGREEMENT TO PROVIDE CONSULTING SERVICES

---

THIS AGREEMENT is entered into on the \_\_\_ day of XX 2020 by and between Town of Mountain Village (the "Town") and Lotus Engineering and Sustainability, LLC, (hereinafter "CONSULTANT").

WHEREAS, CONSULTANT has specialized professional expertise and experience;

WHEREAS, The Town anticipates the need for specialized services, as defined by the BASIC SERVICES, which can be performed by CONSULTANT;

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties agree to, and are subject to the stated terms and conditions as follows.

## BASIC SERVICES

CONSULTANT shall provide to Town the professional services described in the Scope of Work issued pursuant hereto (the "WORK"). The WORK shall be performed in accordance with the provisions of this AGREEMENT. Upon execution by CONSULTANT and Town, the WORK shall be incorporated herein by this reference as part of this AGREEMENT.

In general, WORK will include assistance and support for all tasks necessary for the completion of work as requested and based on the availability of the CONSULTANT. CONSULTANT shall track all necessary time and expenses for each assignment and shall coordinate closely with Town.

## COMPENSATION

The compensation to CONSULTANT for Work as Described is measured by the following elements, which are computed as set forth below.

### A. Fixed Amount Basis:

1. CONSULTANT shall complete the Work for an amount not to exceed Twenty-Six Thousand Twenty-One Dollars (\$26,021.00) which the Town shall pay as set forth below.

## INVOICES

- A. CONSULTANT shall invoice the Town and the completion of each Task as described in the Project Schedule in accordance with the project budget amount for each such Task. Each invoice shall identify Services performed and shall show by TASK ORDER, hours worked, brief description of labor and labor charges.
- B. The Town of Mountain Village shall pay CONSULTANT within thirty (30) days after Town of Mountain Village receives each invoice from CONSULTANT.

## RESPONSIBILITIES OF CONSULTANT

CONSULTANT will perform Services as specified under BASIC SERVICES.

### RESPONSIBILITIES OF Town of Mountain Village

- A. Provide all criteria and full information as to requirements for the project.
- B. Designate a person to act as representative with respect to professional and contractual services of CONSULTANT.
- C. Give prompt notice to CONSULTANT of any development that affects the scope and/or timing of CONSULTANT'S services.
- D. Coordinate CONSULTANT'S work with that of other parties.

## PERIOD OF SERVICE

The Services of CONSULTANT have been agreed to in anticipation of the orderly and continuous progress as specified under BASIC SERVICES.

## MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CONSULTANT and Town of Mountain Village agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

## MISCELLANEOUS

- A. If, at any time, BASIC SERVICES is changed from that on which this Agreement for Services is based, the scope and compensation for only future services will be subject to re-negotiation.
- B. If the Services are postponed, delayed, suspended, or abandoned for any reason, CONSULTANT will be paid for all work performed through the date of such postponement, delay, suspension or abandonment as set forth in the Compensation section of this Agreement.

- C. This Agreement may be terminated by either party on seven days written notice to the other party, in which case, CONSULTANT will be paid for all work performed through the date of termination as set forth in the Compensation section of this Agreement. This Agreement will automatically terminate at the completion of the Work and final payment being made by the Town.
- D. The only warranty or guaranty made by CONSULTANT in connection with the Services performed hereunder is that CONSULTANT will use that degree of care and skill ordinarily required to perform under this WORK. No other warranty, expressed or implied, is made or intended by this Agreement to Provide Sub consulting Services.
- E. This Agreement is governed by the laws of the State of Colorado. Venue and jurisdiction is property in San Miguel County, Colorado.
- F. CONSULTANT and Town of Mountain Village each binds himself and his partners' successors, executors, administrators, assigns, and legal representatives unto the other in respect to all covenants, Agreements, and obligations of this Agreement.
- G. The Contractor qualifies as a "contractor" pursuant to §8-17.5-101(2) C.R.S. and the Contractor hereby certifies that, as of the date hereof, the CONTRACTOR does not knowingly employ or contract with an illegal alien, and the CONTRACTOR has participated or attempted to participate in the "Basic Pilot Program"(as defined in §8-17.5-101(1), C.R.S.) in order to verify that the CONTRACTOR does not employ any illegal aliens. In compliance with §8-17.5-101(2) C.R.S., it is hereby agreed:

The CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work described in this Agreement (defined as "Contractor Services" for the purpose of this section) or enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Contractor Services.

The CONTRACTOR has verified or attempted to verify through participation in the Basic Pilot Program that it does not employ any illegal aliens or shall apply to participate in the Basic Pilot Program every three months until the CONTRACTOR is accepted or until termination of this Agreement, whichever is earlier.

The CONTRACTOR shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing the Contractor Services.

If the CONTRACTOR obtains actual knowledge that a subcontractor performing Contractor Services knowingly employs or contracts with an illegal alien, the CONTRACTOR shall be required to: (i) notify the subcontractor and the CLIENT within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (i) the subcontractor does not stop employing or contracting with the illegal alien; except that the

CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that he subcontractor has no knowingly employed or contracted with an illegal alien.

The CONTRACTOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such department is undertaking pursuant to §8-17.5-102(5) C.R.S.

- H. CONSULTANT acknowledges that it may have access to certain Town data that includes “personal identifying information,” as defined in C.R.S. 24-73-101(4)(b) and 2 C.F.R. 200.82, as amended from time to time (“PII”). CONSULTANT will comply fully with all applicable laws, regulations and government orders relating to PII and data privacy with respect to any data that CONSULTANT receives or has access to under this Agreement or in connection with the performance of any services for the Town. CONSULTANT will implement and maintain reasonable security procedures and practices that are appropriate to the nature of the PII it may receive and reasonably designed to help protect the PII from unauthorized access, use, modification, disclosure or destruction.

## INSURANCE

- A. The CONSULTANT shall obtain and maintain insurance as specified below herein at all times prior to the termination or expiration of this Contract:
- a. Worker's Compensation as required by law.
  - b. Commercial General Liability Insurance, covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, with minimum limits as follows:
    - i. \$1,000,000 each occurrence
    - ii. \$1,000,000 general aggregate
    - iii. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the CONSULTANT shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Town a certificate or other document satisfactory to Town showing compliance with this provision.

- c. The Town shall be named as additional insured on each liability policy.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Town of Mountain Village

Lotus Engineering and Sustainability, LLC

Name: Kim Montgomery, Town Manager

Name:

Signature: \_\_\_\_\_

Signature:

Date:

Date:

Approved as to Form:

\_\_\_\_\_  
Jim Mahoney, Town Attorney

## Proposed Scope of Work

---

### TASK 1: DEVELOP A 2020 COMMUNITY-WIDE GPC-COMPLIANT GHG INVENTORY

- Hold a kick-off meeting with the Town. (This meeting may be sufficient to cover all inventories.)
- Update the Lotus-derived data management and emission calculation spreadsheet. Key aspects of this tool include a summary of data sources; emission factors; emission calculations; emission summary.
  - Non-GPC emission sources, such as avoided emissions from recycling and renewable energy, will also be included as information-only items.
- Collect data.
- Conduct a quality assurance/quality control (QA/QC) review on collected data to ensure that it aligns with best practices and industry knowledge.
- Calculate emissions and complete the 2020 GPC-compliant inventory.
- Review all findings with the Town.
- Calculate key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per capita, energy use intensity by building sector, residential electricity and natural gas use per capita.

#### Deliverables

- Project kickoff meeting.
- 2020 GPC-compliant GHG inventory with inputs and all accompanying data sources, including emails and original reports and spreadsheets.

### TASK 2: DEVELOP A 2020 MUNICIPAL EMISSIONS INVENTORY

- Update the Lotus-derived data management and emission calculation spreadsheet. Key aspects of this tool include a summary of data sources; emission factors; emission calculations; emission summary.
- Collect data.
- Conduct a QA/QC review on collected data to ensure that it aligns with best practices and industry knowledge.
- Complete the 2020 inventory for municipal operations.
- Review all findings with the Town.
- Calculate key metrics for future comparison including, but not limited to, emissions by department (or comparable breakdown as provided by the Town), emissions by source, and emissions per city employee.

#### Deliverables:

- 2020 municipal GHG inventory with inputs and all accompanying data sources, including emails and original reports and spreadsheets.

## TASK 3: DEVELOP A 2020 REGIONAL GPC-COMPLIANT GHG INVENTORY

- Develop a Lotus-derived data management and emission calculation spreadsheet. Key aspects of this tool include a summary of data sources; emission factors; emission calculations; emission summary.
  - Non-GPC emission sources, such as avoided emissions from recycling and renewable energy, will also be included as information-only items.
- Collect data.
- Conduct a quality assurance/quality control (QA/QC) review on collected data to ensure that it aligns with best practices and industry knowledge.
- Calculate emissions and complete the 2020 GPC-compliant inventory.
  - Findings will be disaggregated by each community.
- Review all findings with the Town.
- Calculate key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per capita, energy use intensity by building sector, residential electricity and natural gas use per capita.

### Deliverables

- GHG inventory tool that is customized for county-wide (regional) emissions and disaggregated by each community.
- 2020 GPC-compliant GHG inventory with inputs and all accompanying data sources, including emails and original reports and spreadsheets.

## TASK 4: SUMMARY OF INVENTORY FINDINGS

- Summarize key emission findings from each inventory into a comprehensive and aesthetically engaging website that can be shared with the community. Lotus will create the website page on Mountain Village's existing website using Process Wire. Note: the webpage can easily be updated annually by either Lotus or Town staff.
  - We will include a comparison of energy usage and GHG emissions between 2020 and previous years. Differences between activity data and emission factors will be explored and discussed with Town staff.
  - A draft website outline of material and a draft webpage will be provided for feedback.
- Review findings with Town staff and the Green Team Committee.
- Prepare a final webpage on Process Wire.

### Deliverables(s)

- A draft website outline and webpage.
- A final webpage in Process Wire.

## Project Management

Specific subtasks:

- Regular check-in emails.
- Monthly phone call with the Town.
- Monthly invoice reporting.

### Deliverable

- Monthly invoice reports.

## Project Schedule

TASK	January		February		March		April		May		June	
	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half
Task 1: Develop Community-Wide GHG Inventory												
Task 2: Develop Municipal GHG Inventory												
Task 3: Develop Regional GHG Inventory												
Task 4: Summary of Inventory Findings												
Project Management												

## Project Budget

TASK AND SUBTASK	Lotus Labor Hours				Total Lotus Labor	Total Labor Costs
	Emily	Hillary	Julia	Rachel		
	Regular	Regular	Regular	Regular		
	\$ 120	\$ 120	\$ 98	\$ 75		
Task 1: Develop Community-Wide GHG Inventory	6		20	34	60	\$ 5,230.00
Task 2: Develop Municipal GHG Inventory	6		20	34	60	\$ 5,230.00
Task 3: Develop Regional GHG Inventory	12		40	45	97	\$ 8,735.00
Task 4: Summary of Inventory Findings	12		20	30	62	\$ 5,650.00
Project Management	0		12	0	12	\$ 1,176.00
<b>TOTAL</b>	<b>36</b>	<b>0</b>	<b>112</b>	<b>143</b>	<b>291</b>	<b>\$26,021.00</b>

---

**DRAFT MEMO 11/6/20**

---

**TO:** TOWN COUNCIL

**FROM:** GREEN TEAM, SOLAR SUB-COMMITTEE CHAIR MARTI PROHASKA

**SUBJECT:** SOLAR INCENTIVE PROGRAM

**DATE:** 11/10/20

### **Introduction**

The Mountain Village Green Team's 2021 Work Plan includes reenergizing a solar incentive program, to help meet the community's goals of reducing greenhouse gas emissions. This memo provides the basic framework of such a program, which would be administered by the town's Building and Planning Department, with additional outreach and organizational support provided by Solar United Neighbors.

### **History**

According to the 2019 Community GHG Emissions report prepared by Lotus Engineering, residential buildings accounted for 46.58% of the community's emissions; more than any other source including commercial and industrial buildings, transportation, solid waste, and wastewater treatment, in that order.

One of the emissions-reducing strategies outlined in the Mountain Village's recently released Climate Action Plan is to *Implement policies that support comprehensive renewable energy growth for the community*. One of the suggested supporting actions of that strategy is to *Provide mechanisms (e.g. rebates, education, community solar) to encourage adoption of solar in all sectors*.

The cumulative impact of implementing renewable energy strategies is a 33% reduction in the community's baseline emissions by 2050. At an estimated 26,000 mt CO<sub>2</sub>e, renewable energy strategies provide the largest reduction potential of any other strategy envisioned by the Climate Action Plan.

Federal Tax Credits are currently available for solar installations but this credit will sunset after 2021. The Green Team feels that creating a local incentive program that includes a solar co-op, combined with promoting the existing federal and regional (SMPA) credits available, will maximize the benefit to homeowners in 2021.

### **Implementation**

The Green Team suggests partnering with Solar United Neighbors, a non-profit organization providing coordination of a solar co-op. S.U.N. would provide outreach and education to

promote installation of solar within the community, and would organize a volunteer group to evaluate and select the best option for local bulk installation thereby decreasing costs. *\*are we still feeling we want to go with S.U.N.?*

Councilperson Pete Duprey created modeling based on assumptions provided by Ridgway-based Alternative Power Solutions (attached.) The modeling is based on Alternative Power Solutions' installation cost per watt and utilizes the National Renewable Energy Lab model for determining the amount of energy that the panels will produce in Telluride. The NREL model assumes 14% losses from dirt, snow, and others.

Assumption for the model include a 22% Federal Investment tax credit (for 2021 installations,) a \$750 rebate from SMPA, and a **\$1250 rebate from TMV**.

Two models are attached:

1. Pure cashflows without any financing
2. Cash flows assuming 90% financing for a 15year term which lets the homeowner come out of pocket only for \$2100 for the system.

Assuming no financing the system returns the initial net investment within 12 years. The NPV of the investment is \$3K on an investment of \$21K, equating to a return on investment of 6%.

Assuming 90% financing, the homeowner will have an initial investment of \$2100 and a total of about \$325 due to negative cashflow in the early part of the financing. Over 25 years the homeowner will have a NPV of \$8800, which works out to four times their investment and a return of 16%.

Alpine Bank offers a .5% additional rate discount for Home Equity and Line of Credit financing, and the Green Team is exploring other financing options with local banks.

With help from the S.U.N. team, the Green Team will distribute all information and necessary applications for the Federal and SMPA credits, as well as financing programs, to all interested homeowners during the application process.

### **Budget**

S.U.N.: \$20,000

MV Incentive: \$30,000 (\$1250 rebate for 24 households)

Total request: \$50,000

*Alternatively, if we went without S.U.N. we could increase the per-household incentive to \$2000/household for 25 applicants; or, increase the number of households from 24 to 40; or some combination thereof - ?*

## **Proposed 2021 Green Team Committee Meeting Schedule**

January 12th

February 9th

March 9th

April 20th (spring break April 5-16)

May 11th

June 8th (Telluride Bluegrass Festival June 17-20)

July 13th

August 10<sup>th</sup>

September 14<sup>th</sup> (September 17-19 Telluride Blues & Brews Festival)

October 12<sup>th</sup>

November 9th

December 14<sup>th</sup>