

REGULAR COUNCIL MEETING
Monday, October 28, 2024 6:00pm
<https://us06web.zoom.us/j/88982525535?pwd=VzlXOU5taIdoYkgvSUdTelldqSUVGOT09>
Meeting ID: 889 8252 5535 Passcode: 675736
One tap mobile 929-205-6099

Page	Agenda Item
	1. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
	4. Consent Agenda
4	A. Approval of Minutes i. Regular City Council Meeting of October 22, 2024
8	B. Clerk’s Office Licenses & Permits C. Authorize the Manager to execute contract(s) D. Rename the Homelessness Task Force the Unhoused Community Committee and reduce the membership from 7 to 5 members
9	E. Authorize the Manager to execute a purchase option for the Seminary Street and Campbell Place parking lots for new housing
	4-a. Approve City Warrants A. Approve warrants Week of October 29, 2024
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
23	A. Public Information Hearing Warned 6:15PM: Headworks project bond
46	B. Volunteer appointments i. Homelessness Task Force/Unhoused Community Committee ii. Development Review Board
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjourn

The next regular meeting of the City Council is scheduled for Tuesday, November 12, 2024.

OTHER MEETINGS AND EVENTS

Ground Rules for Interaction with each other, staff, and the general public

- Rules may be reviewed periodically
- Practice mutual respect
 - Assume good intent and explain impact
 - Ask clarifying questions
 - If off course, interrupt and redirect
- Think, then A.C.T.
 - Alternatives – Identify all choices
 - Consequences – Project outcomes
 - Tell your story – Prepare your defense
- Ethics checks
 - Is it legal?
 - Is it in scope (Charter, ordinance, policy)?
 - Is it balanced?
- “ELMO” – Enough, Let’s Move On
 - Honor time limits
 - Be attentive, not repetitive
- Be open-minded to different solutions or ideas
 - Remarks must be relevant and appropriate to the discussion; stay on subject
 - Don’t leave with “silent disagreement”
 - Decisions agreed on by consensus when possible, majority when necessary
 - All decisions of Council are final
- No blame
 - Articulate expectations of each other
 - We all deeply care about the City in our own way
 - Debate issues, not personalities
- Electronics
 - No texting, email, or videogames during the meeting



City of Barre, Vermont

6 N. Main St., Suite 2
Barre, VT 05641
www.barrecity.org

R. Nicolas Storellicastro
City Manager
(802) 476-0240
citymanager@barrecity.org

MEMO

TO: City Council
FROM: The Manager
DATE: 10/25/2024
SUBJECT: Packet Memo re: 10/28/2024 Council Meeting Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Meeting Agenda.

4-C Contract(s) for approval

There are no contracts for approval.

4-D Rename the Homelessness Task Force the Unhoused Community Committee and reduce the membership from 7 to 5 members

Tess Taylor was assigned to re-brand and re-launch a new public body focused on the unhoused. As part of that process, we have recruited several members of this new public body (including two candidates to be considered at this Council meeting). We are further recommending that the Task Force be renamed and that the membership be reduced to 5 members to avoid quorum issues. For reference, there were no new applicants for the then Task Force last May, and 3 members opted to forgo reappointment or outright resigned their seats.

4-E Authorize the Manager to execute a purchase option for the Seminary Street and Campbell Place parking lots for new housing

Downstreet Housing & Community Development requested that the City execute a purchase option for these downtown parking lots slated for a new housing project so that it could strengthen its November application to VHFA for low income housing credits. This option is not a final purchase and sale agreement and does not preclude other requirements for the sale of public property.

8-A Public Information Hearing Warned 6:15PM: Headworks project bond

Per requirements prior to the bond vote, we will host a public hearing to allow the public a chance to ask questions about the project and the financing of the project. Our project engineers, Aldrich + Elliot, will be present to provide details on the project and financing plan, as well as to answer any questions that come up from residents or the Council.

8-B Volunteer Appointments

The following candidates will be present for the Council's consideration.

- Homelessness Task Force/Unhoused Community Committee (3 open seats)
 - Ann Merrill
 - Amelia Marie Klein (Osa Busch)
 - *Please note: Council will need to decide whether to appoint these individuals to seats expiring in June 2026 and/or June 2027.*
- Development Review Board (1 At-Large seat, expiring June 30, 2025)
 - Liz Turner

**Regular Meeting of the Barre City Council (Draft)
Held October 22th, 2024
Council Chambers-Barre City Hall**

The scheduled Meeting of the Barre City Council was called to order in person and via video platform by Mayor Thomas Lauzon at 6:00 PM in the Council Chambers at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilors Emel Cambel (remote) and Sonya Spaulding; from Ward II, Councilors Amanda Gustin (remote) and Teddy Waszazak; and from Ward III, Councilors Samn Stockwell and Michael Deering (6:05pm remote). City staff members present were City Manager Nicolas Storrellicastro and Clerk/Treasurer Cheryl Metivier.

Absent:

Adjustments to the Agenda –Move item (G) to (B) on the New Business section of the agenda.

Visitors & Communications:

*Dierdra Michelle & Shawna Trader-promoting Heart of Barre Portrait Project- portraits will be done with a narrative poem representing the community members impacted by the flood.

*American Legion representative came to gain permissions to hold the Veterans Day Parade, November 11th at 11a.m. and using the Barre Auditorium in case of incimate weather.

Motioned by Councilor Waszazak and seconded by Councilor Stockwell - approved

*Adam Jacob-BCEMS- Announcing a Talent Show scheduled for Oct 24, 6-8pm. Local judges, Christen Bauman (Library Director), Shawna Trader and Thom Lauzon (Mayor)

*Christen Bauman (Library Director) Thanked the Council for all the support, and announced expanded operating hours, new website and an addition of a #D printer.

*Joe Crosier inquired about his eligibility for the “raising” of his home program funds.

Approval of Consent Agenda:

- A. Approval of minutes
 - i. Regular Council meeting Tuesday, October 8th, 2024
- B. Clerk’s Office License & Permits-none
- C. Authorize Manager to execute contracts-Sludge bunker roof

Motion moved by Councilor Cambel, seconded by Councilor Stockwell- approved

4-a. Approval of City Warrants

- A Ratify warrant from week of October 16th, 2024
- B. Approval of warrants from week of October 23th, 2024

Moved by Councilor Waszazak, seconded Councilor Stockwell – Approved (Councilor Spaulding abstained)

City Clerk & Treasurer Report

General Election ballots as well as the Headwater Works ballot have been pouring into the Clerk’s office. Our staff is working hard to alphabetize and data enter all received ballots timely. Please be patience when requesting status information from our office. If you still have not received one yet, please reach out to the office @ 802-476-0242, we may have it here.

All ballots can be returned directly to the office during normal hours, or by placing the ballot in one of our (2) convenient drop boxes.

Liquor/Cannabis Control Boards – Foxy’s LLC

Motioned by Councilor Stockwell and seconded by Councilor Spaulding - approved

City Managers Report

*Intake for “raising” properties impacted by flooding is ongoing.

*Ice time will be soon for hockey, public skating, skate club and stick & puck etc...

*The DPW will be flushing the water system through Nov 8th.

*Paving season is done for 2024. Main Street is now safer and better traveling.

New Business

A. Volunteer appointments

Cow Pasture Stewardship- Greg Rouleau appointed (3) Council members yes – (Gustin, Cambel and Gustin) approved quorum

Transportation & Public Works-Kenneth Bauer (appointment would make a quorum)

Motioned Councilor Waszazak seconded by Councilor Stockwell

Homeless Task Force-Kathi Partlow-Motioned by Councilor Stockwell, seconded by Councilor Spaulding

CVSWMD- Amy Galford –Representative / Peter Anthony –Alternate

Motioned by Councilor Deering seconded by Councilor Waszazak

B. Finalize RIVER project list –

The top ten projects were outlined. Through questioning from the Council, some projects seemed better if grouped would make a larger flood mitigation outcome. RIVER staff will realign the list to create those groups.

C. Authorize \$165,000 ARPA funds for hydrology study Motioned by Councilor Waszazak, seconded by Councilor Stockwell

To be approved at 10/28/24 Barre City Council Meeting

D. Update on the Headwork's project bond. The \$9 million + project will begin May 2025, and hopefully be completed by December 2026. There is a public information meeting scheduled for Monday, October 28th @ 6:15 pm.

E. Warming Shelter Update- Tess Taylor and Christen Bauman

The Aldrich Library and local churches have collaborated to develop a program to keep the unhoused warm through the cold winter month. Combined shelter, bathroom facilities, food and human resources services will be available to all in need.

Upcoming Business

Mayor Lauzon – Legislative priorities list / flood mitigation

Councilor Gustin inquired about lobbyist assistance this session.

Councilor Waszazak inquired of the upcoming Council meeting schedule for his own scheduling needs.

Round Table

Councilor Spaulding – attended the 1st and 2nd flood mitigation ward meetings and is enthusiastic of the interest, attendance and action plans and ideas.

Councilor Stockwell commented on the complaints about the street paving and maintenance needs.

Councilor Gustin – Received Covid booster and recommends all to do so. She and Councilor Waszazak have one more informational ward meeting, Ward 3 at the Labor Hall.

Councilor Deering – Get vaccinated.

Finding for Executive session - were moved by Councilor Stockwell, seconded by Councilor Cambel

Entered Executive session motioned by Councilor Cambel, seconded by Councilor Stockwell

Exit Executive session motioned by Councilor Stockwell, seconded by Councilor Waszazak

Adjournment- moved by Councilor Stockwell, seconded by Councilor Waszazak- approved

Meeting adjourned at 9:09pm

Next meeting is scheduled for Monday, October 28th, 2024.

The open portions of the meeting were recorded on the video platform.

To be approved at 10/28/24 Barre City Council Meeting

Respectfully submitted,

Cheryl A. Metivier, City Clerk

DRAFT



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 10/28/24

Agenda Item No. 4-D

AGENDA ITEM DESCRIPTION: Rename the Homelessness Task Force the Unhoused Community Committee and reduce the membership from 7 to 5 members

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro and Tess Taylor

STAFF RECCOMENDATION: Rename and reduce the size of the subject committee

BACKGROUND:

In May 2024, the Council accepted a staff recommendation to make the then-Homelessness Task Force dormant due to challenges with the Task Force’s ability to work with both staff and advocates in productive, solution-oriented ways. Since then, the then-Task Force has been dormant and Tess Taylor, the City’s Housing and Homelessness Liaison, was charged with working with stakeholders to propose a re-branded public body to the City Council to address this important topic.

As part of launching a new public body, we are also proposing to:

- Rename this body the Unhoused Community Committee; and
- Reduce the membership from 7 members to 5 members.

The City Council has recently reduced the membership of other public bodies (such as the Parks & Rec and Transportation & Public Works Committees) due to lack of applications. In May, there were no new applicants for the then-Task Force and several members chose not to seek reappointment. We believe a smaller committee will ensure there are no quorum issues as this Committee begins its important work. Further, the Council may also revisit this decision if interest spikes.

LEGAL AUTHORITY/REQUIREMENTS: [§307 of the City Charter](#)

RECOMMENDED ACTION/MOTION:

Move to rename the Homelessness Task Force the Unhoused Community Committee and to reduce the size of the committees from 7 members to 5 members.



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 10/28/2024**

Item No.: 4-E

AGENDA ITEM DESCRIPTION: Authorize the Manager to execute a purchase option for the Seminary Street and Campbell Place parking lots for new housing

SUBMITTING DEPARTMENT or PERSON: The Manager

STAFF RECCOMENDATION: Authorize the purchase option

BACKGROUND INFORMATION:

In April 2024, following a public solicitation process, the City Council authorized a Letter of Intent to sell little-used downtown parking lots to DEW Construction for purposes of constructing a housing project. The project will create 32 new housing units in partnership with Downstreet Housing & Community Development and Evernorth. In September 2024, the City Council authorized a First Amendment to the Letter of Intent to extend the due diligence period.

Downstreet requested that the City execute a purchase option ahead of a November application deadline to the Vermont Housing Finance Agency for low income housing tax credits. A purchase option is required as part of that application to demonstrate site control. The purchase option is between the City and DP Seminary Street, LLC (a subsidiary of DEW, which is the party listed in the Letter of Intent), and it is assignable to Downstreet.

This purchase option is not a final purchase and sale agreement, and it does not preempt any other requirements for the sale of public property.

EXPENDITURE REQUIRED: N/A

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §313](#)

ATTACHMENTS: Draft purchase option

RECOMMENDED ACTION/MOTION:

Move to authorize the Manager to execute a purchase option for the sale of the Seminary Street and Campbell Place parking lots for new housing, subject to final review and approval by the City Attorney.

OPTION TO PURCHASE

This Agreement dated as of the date the last party signs below is by and between the **CITY OF BARRE**, a Vermont municipal corporation in the County of Washington and State of Vermont, hereinafter known as “Grantor,” and **DP SEMINARY STREET, LLC**, a Vermont limited liability company with a principal place of business in Williston, Vermont, hereinafter known as “Grantee.”

W I T N E S S T H

In the consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby gives and grants to Grantee the exclusive option to purchase three parcels of land located easterly of Seminary Street, westerly of West Street and generally along Campbell Place in the City of Barre, County of Washington and State of Vermont, (the “Option”) to wit:

Being a +/-0.41-acre parcel of land easterly of Seminary Street, known as Parcel # 1295-VL00-0001, SPAN 036-011-10736 (“Seminary Street Parcel”), being all and the same lands and premises conveyed to the Grantor by Warranty Deed of Barbara L. Rinker, dated November 30, 1967, and recorded in Book 82, Page 277 of the Land Records of the City of Barre. Said Seminary Street Parcel is or may be subject to a twenty-five-foot (25’) wide easement or right-of-way in favor of Rubel Enterprises, its successors or assigns, by instrument of the Grantor, dated September 20, 1973, and recorded in Book 96, Page 88 of the Land Records of the City of Barre.

Being also a +/-0.19-acre parcel of land westerly of Campbell Street, known as Parcel # 0305-001-000, SPAN 036-011-12583 (the “Campbell Street Lot”), being all and the same lands and premises conveyed to the Grantor by the following instruments: Warranty Deed of Trono Oil & Gas Company, Inc., dated January 15, 2014, and recorded in Book 279, Page 437 of the Land Records of the City of Barre.

Being also a +/-0.54-acre parcel of land easterly of Campbell Street and westerly of West Street, known as Parcel #305-VL00.0001, SPAN 036-

011-10680 (the “Campbell Place Lot”).

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

Reference is hereby made to the above-referenced deeds and plans, the records therein, and the records therein referred to, all in further aid of this description.

(The aforesaid Seminary Street Parcel, Campbell Street Lot and Campbell Place Lot are known collectively as the “Option Premises” hereinafter).

Grantee’s acceptance of the Option Premises is subject to the condition that Grantee, its successors and assigns, develops an approximately 32-unit multi-family dwelling for occupancy as an “affordable housing” project, as that term is defined in 24 V.S.A. § 4303(1) as contemplated by the April 24, 2024 Letter of Intent between Grantor and Grantee, as amended by a First Amendment to Letter of Intent dated September 26, 2024.

The approximate boundaries of the Option Premises are shown and depicted on Exhibit A attached hereto. The aforesaid description of Option Premises is approximate until such time as Grantee completes its initial investigation of said Option Premises and determines that they are suitable for Grantee’s proposed use. Within ninety (90) days of execution of this Agreement and upon completion of the aforesaid initial investigation, Grantor and Grantee may execute an amendment to this Agreement containing a more particular description of the Option Premises and a revised Exhibit A if necessary.

Said option is subject to the following terms and conditions:

1. **Option Payment.** Grantee has paid to Grantor the sum of One Dollars (\$1.00), receipt of which is hereby acknowledged (the “Option Payment”). The Option Payment shall be credited against the purchase price of the Option Premises at closing in the event the Option is exercised. The Option Payment is non-refundable except as hereinafter provided.

2. **Term of the Option.** This option shall extend until April 1, 2025, (the “Option Date”) unless sooner terminated or extended in writing signed by Grantor and Grantee. Grantee may extend the Option Date for six months until October 1, 2025, upon written notice to Grantor prior to April 1, 2025.

3. **Entry onto the Option Premises.** Upon reasonable notice to Grantor and until the Option Date, Grantee and its agents shall have the right to enter upon the Option Premises from time-to-time for the purpose of preparing for the purchase and disposition of the Option Premises, including: (i) to perform investigations such as subsurface investigations, surveys, soil borings and engineering studies; (ii) to allow inspections by permitting authorities and financing sources; (iii) to take other actions necessary or incidental to designing and permitting the Option Premises for Grantee’s proposed use; or (iv) to obtain information about the Option Premises. Any portion of the Option Premises disturbed by Grantee’s or its agents’ entry prior to Grantee’s acquisition of the Option Premises shall be restored as near as reasonably practicable to their prior condition at Grantee’s sole cost and expense and in a reasonable time. The Grantee hereby agrees to indemnify, defend and

hold the Grantor and its board members, officials, employees, contractors, agents, successors and assigns (“Indemnified Parties”) harmless from any and all losses, damages, costs, expenses, claims or liabilities of any description including, without limitation, judgments, settlements, attorneys' fees, and costs of investigation and litigation assessed against or suffered by the Indemnified Parties by reason of or arising out of Grantee’s exercise of its rights herein to enter upon the lands of the Grantor.

4. **Permits.** Grantor shall deliver to Grantee copies of any existing permits and approvals, which are in the Grantor’s possession and which are not filed in the City’s municipal files, concerning the Option Premises in its possession within thirty (30) days of entering into this Agreement. Grantor and Grantee acknowledge that the transaction contemplated by the Option may require the procurement of local, and possibly state, permits, including, but not limited to, local zoning approval, possibly Act 250 land use and possibly state approval under the Department of Environmental Conservation’s wastewater and potable water supply rules. Grantee has engaged the services of engineering consultants and its agents to obtain any and all state and local permits necessary that will allow the Option Premises to be conveyed to Grantee. Grantee agrees to promptly and diligently pursue said permits and shall pay all costs and expenses thereof, including witness, engineering, legal fees and costs. Grantor agrees to reasonably cooperate with Grantee to obtain all necessary permits and approvals for the Option Premises and to promptly sign any and all applications for permits and approvals as “landowner.”

If all permits and approvals are not obtained by the Option Date and the Option is not otherwise terminated, the parties shall extend that date, if necessary.

5. **Hazardous Materials.** Grantor represents to Grantee that it is not aware of any hazardous waste, materials or substances having been released, dumped or placed on the Option Premises. Grantor agrees that Grantee may perform any and all tests and/or inspections necessary to confirm this representation. In the event Grantee discovers that hazardous wastes, materials or substances have been released, dumped or placed on the Option Premises, Grantee may at its own option declare this Agreement null and void and have returned to it the Option Payment.

6. **Option Price and Terms of Payment.** Grantee shall have the right to purchase the Option Premises for the sum of One Dollar (\$1.00). The Option Payment shall be credited against the purchase price if Grantee exercises the Option. Grantor shall pay any Vermont Land Gains or Non-Resident Withholding Tax due as a result of the sale of the Option Premises, and Grantee shall pay any Transfer Tax due.

7. **Exercise of Option.** The Option may be exercised by Grantee giving written notice to Grantor prior to the Option Date in the manner described in Section 15, below, provided the Option Premises are found to be suitable for Grantee's proposed use.

8. **Closing on the Purchase.** If the Option is exercised, the parties shall close on the sale within forty five (45) days of the exercise of the Option, unless

otherwise extended. Closing shall take place at the City of Barre Office or at such other location as the parties may agree.

9. **Grantee's Contingencies.** In addition to the other conditions precedent to Grantee's obligation to close as provided for herein, Grantee's obligation to close shall be conditioned upon the following:

a. Grantor's ability to deliver good, clear, record and marketable title to the Grantee, free of all liens or other encumbrances (including discharge or release of outstanding mortgages) sufficient for Grantee to secure title insurance at the Grantee's sole expense. The Grantee's title shall be deemed marketable if consistent with 27 V.S.A. Chapter 5 and the Vermont Standards of Title. Notwithstanding the foregoing, Grantee agrees to accept title subject to (i) customary utility distribution and transmission easements, (ii) water rights subject to the public trust doctrine, (iii) rights of the public to use roads laid out by municipalities, the State and Federal government; and (iv) easement rights over the Option Premises held by abutting or neighboring property owners. Third party rights to oil, gas or minerals shall be deemed unmarketable defects in title, which in Grantee's discretion must be cleared at or before closing. The state of title to the Option Premises shall be determined by a title examination paid for by Grantee.

b. Grantor's reasonable efforts to deliver marketable title as set forth in Section 9(a), above. In the event Grantor is unable to give

marketable title, then Grantee may elect to terminate this Agreement in which event the Option Payment shall be returned to Grantee. Grantee shall have the right to elect to accept such title as Grantor can deliver and to pay the purchase price without reduction.

c. Approval of this transaction by Grantor's City Council.

d. Grantor's compliance with the provisions of its Charter, including the posting and publishing a notice pursuant to 24 V.S.A. § 1061 and the notice period passing without objection, or if a petition is filed, Grantor's voters approving of the conveyance.

e. The parties' fulfillment of conditions imposed by the sources of funding for the purchase of the Option Premises, if any.

10. **Existing Conditions.** Grantor shall not physically alter the Option Premises during the pendency of this Option without the prior written consent of Grantee.

11. **Taxes and Costs.** Grantee shall pay all costs incidental to the search of title and recording the deed and to obtain all permits and approvals needed for the conveyance referenced herein. Grantor and Grantee shall each pay their own respective legal fees and costs incurred in connection with the transaction contemplated by this Agreement.

12. **Title and Instruments of Transfer.** At closing Grantor shall convey to Grantee marketable title to the Option Premises as per Section 9(a), above, and the following documents shall be prepared by Grantor:

- a. Discharges of mortgages and other liens and encumbrances;
- b. Warranty Deed sufficient to convey to the Grantee good, insurable and marketable title to the Option Premises;
- c. Vermont Property Transfer Tax Return and payment voucher, if required;
- d. Vermont Land Gains Tax Return and/or Commissioner's certificate, if required; and
- e. Such other documents as are necessary to convey title to Grantee.

In addition, the parties shall obtain or execute and deliver such other documents and take all actions which are necessary to effectuate the transaction contemplated by this Agreement.

13. **Default.** If Grantee fails to complete the purchase of the Option Premises after exercising this Option as provided herein for reasons not permitted under this Agreement, Grantor may terminate this Agreement and retain the Option Payment as its sole remedy at law and equity for Grantee's default. If the Grantee exercises this Option and Grantor fails or refuses to close for reasons not permitted under this Agreement, Grantee may seek equitable relief in the form of an injunction compelling Grantor's performance. These shall be Grantor's and Grantee's sole remedies at law and equity for default under this Agreement. Neither party shall be entitled to consequential damages from the other party.

14. **Notices.** All notices required under this Agreement shall be given in

writing either by personal delivery or by first class mail or email to:

Grantor at: City of Barre
Attn: City Manager
6 N. Main Street, Suite 2
Barre, VT 05641
citymanager@barrecity.org
(802) 476-0240

With a copy to: David W. Rugh, Esq.
SP&F Attorneys, P.C.
P.O. Box 1507
Burlington, VT 05402
drugh@firmspf.com
(802) 660-2555

Grantee at: DP Seminary Street, LLC
277 Blair Park Road, Suite 130
Williston, VT 05495
rwells@dewconstruction.com
(802) 764-2360

With a copy to: Pamela Moreau, Esq.
DP Seminary Street , LLC
277 Blair Park Road, Suite 130
Williston, VT 05495
pmoreau@dewconstruction.com
(802) 999-4590

Notice shall be effective upon the earlier date of posting/e-mailing.

15. **Risk of Loss; Insurance.** During the period between the date of this Agreement and the closing, Grantor shall bear the risk of loss and all insurance coverage and fees related to the Option Premises.

16. **Complete Agreement and Amendment.** This Agreement contains the entire understanding of the Grantee and Grantor relating to the subject matter hereof or arising therefrom and may not be changed, modified, amended, waived or discharged, except by an instrument in writing signed by both parties.

17. **Survival.** The representatives, warranties, covenants, agreements and obligations of both the Grantor and the Grantee contained in this Agreement shall survive the closing.

18. **Assignment.** Grantee may assign its rights hereunder without the prior written consent of the Grantor to Downstreet Housing and Community Development, Inc. (“Downstreet”) or to an entity affiliated with either Grantee or Downstreet in which either Grantee or Downstreet will have a controlling interest, provided such assignment is in writing and the purported assignee affirmatively agrees to be bound by the terms of this Agreement. Otherwise, neither Grantor nor Grantee may assign its rights hereunder to other parties, without the advanced, written consent of the other party, being the Grantor or Grantee as the case may be, in its sole discretion, meaning said consent maybe withheld for any reason whatsoever.

19. **Recording.** Grantee may in its sole discretion record this Agreement in the City of Barre Land Records.

20. **Binding Law and Venue.** This Agreement shall be interpreted and governed by the laws of the State of Vermont and enforceable in the Vermont Superior Court, Civil Division, Washington Unit.

21. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

22. **Binding Effect.** This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto, and shall be governed by Vermont law.

23. **Captions.** The section headings in this Agreement are used only for convenience and shall not be used to limit or affect any provisions of this Agreement.

24. **Severability.** If any term, provision or requirement of this Agreement shall be held to be invalid or unenforceable or shall not occur due to circumstances not the fault of either party hereto, the remainder of this Agreement shall be valid and enforceable.

Dated at _____, Vermont, this ____ day of October, 2024.

CITY OF BARRE

By: _____
Nicolas Storellicastro, City Manager
And Duly Authorized Agent

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At _____, in said County and State, this ____ day of October, 2024, personally appeared **Nicolas Storellicastro**, City Manager and Duly Authorized Agent of the **City of Barre**, and he acknowledged the within instrument, by him subscribed, to be his free act and deed and her free act and deed as the City Manager of the **City of Barre**.

Before me, _____
Notary Public
My commission expires: 1/31/25
My commission #:

Dated at _____, Vermont, this ____ day of _____, 2024.

DP SEMINARY STREET, LLC

By: _____
_____, Member and
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2023, personally appeared _____, Member and Duly Authorized Agent of **DP SEMINARY STREET, LLC**, and he/she acknowledged the within instrument, by him/her subscribed, to be his/her free act and deed and the free act and deed of **DP SEMINARY STREET, LLC**.

Before me, _____
Notary Public
My commission expires: 1/31/25
My commission #:



Exhibit A - Barre City - DEW Option Premises

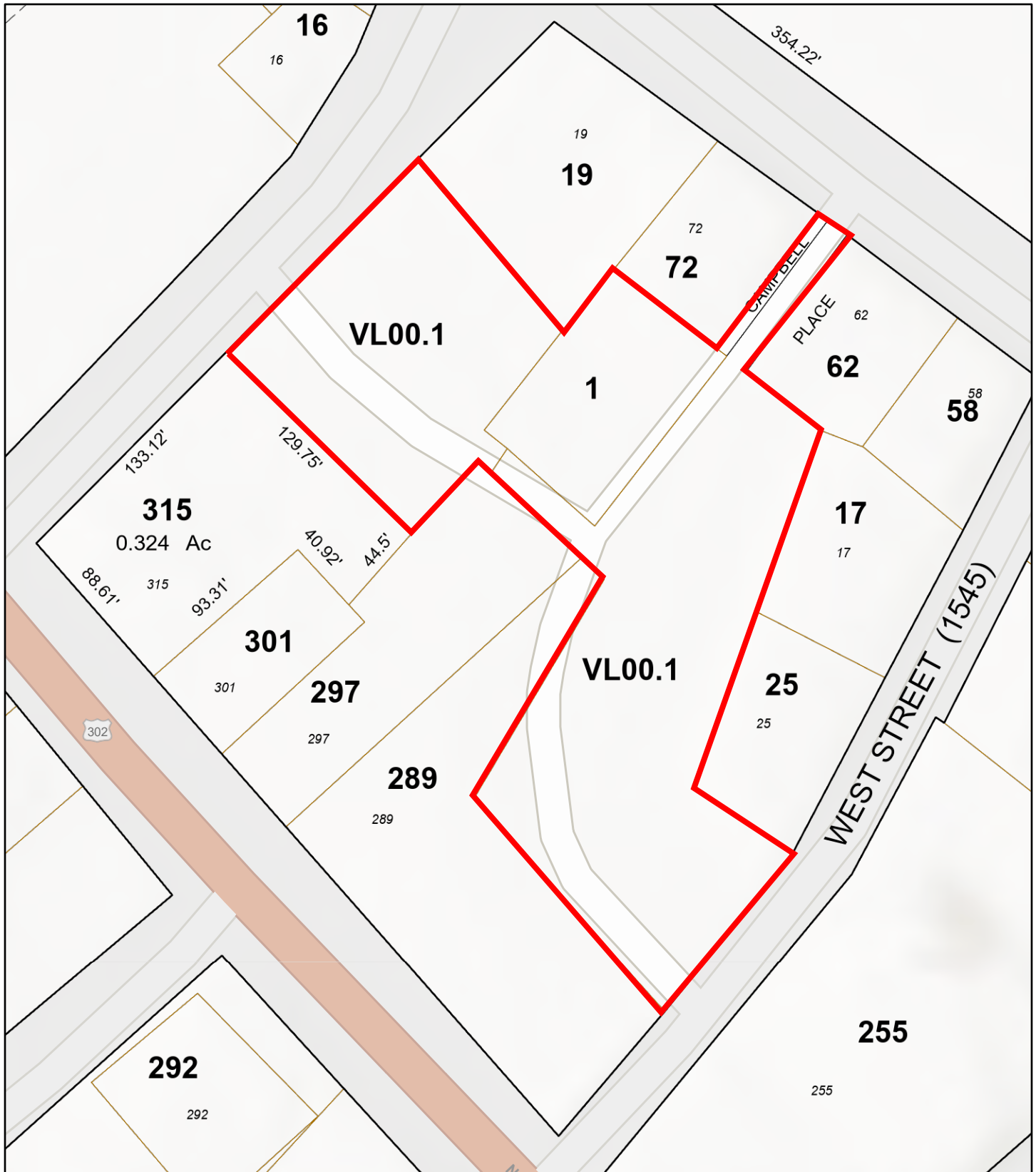


City of Barre, VT

1 inch = 68 Feet

www.cai-tech.com

October 24, 2024



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Agenda Item #8-A

October 28, 2024

City of Barre Wastewater Treatment Facility Headworks Upgrade

Bond Vote
Information Meeting
October 28, 2024

Bond Vote Article 1

“Shall general obligation bonds or notes of the City of Barre in an amount not to exceed Seven Million Six Hundred Thousand and 00/100 Dollars (\$7,600,000), be issued to pay the costs of replacing the headworks at the City’s wastewater treatment facility, a project having an estimated total cost of Nine Million Two Hundred Ninety-Seven Thousand and 00/100 Dollars (\$9,297,000.00)?”



Background

- Existing headworks was installed in 1970, with some equipment replaced in the early 1990s.
- Expected lifespan of equipment is 20-25 years.
- Reliable, effective wastewater treatment is necessary for economic viability of the City and to maintain water quality in the Stevens Branch of the Winooski River



Barre WWTF Overview

- WWTF originally constructed in 1958, major upgrades have occurred in 1970 and 1994
- The facility includes headworks, primary and final clarification, oxidation ditches, chlorine contact tanks, dechlorination tanks, and solids handling.
- Treats wastewater from residential, commercial, and industrial sources from the City of Barre and portions of the Town of Barre.
- Permitted for 4.0 million gallons per day (mgd).

Timeline of Major Upgrades

Date	Upgrade
1958	Facility constructed
1970	WWTF upgrade
1994	WWTF upgrade: oxidation ditches, final clarifier, digester, dewatering equipment, and more
2000	Capacity increased from 3.4 mgd to 4.0 mgd
2009	Primary digester cover improvements
2010	Control building HVAC modifications



Why is the Headworks Upgrade Necessary?

- Aging Infrastructure
 - Equipment, mechanical, and electrical systems that were last upgraded in 1994 are now 30+ years old, with a useful lifespan of 20-25 years.
 - Many of the other tanks and structures (including the headworks) are original to the 1970 upgrade.
- Health, Sanitation, and Security
 - The headworks has been identified as the most critical infrastructure needed to be upgraded as it consists of obsolete equipment.
 - Rags and other inorganic materials remain in the flow stream, plugging and damaging downstream equipment and creating significant maintenance issues.
 - Proactive refurbishment of infrastructure prior to its failure is necessary to protect the water quality and public health

Proposed Project Description

- Demolition of the existing headworks structures and equipment.
- Construction of a new 40-foot by 50-foot building to house the process, mechanical, and electrical equipment.
- New process equipment, including: multi-rake screen with washer/compactor, and vortex grit removal system with grit concentrator.



Proposed location of new headworks building



Existing Comminutor Structure



Existing Grit Removal System



GRAPHIC SCALE

Proposed Site Plan

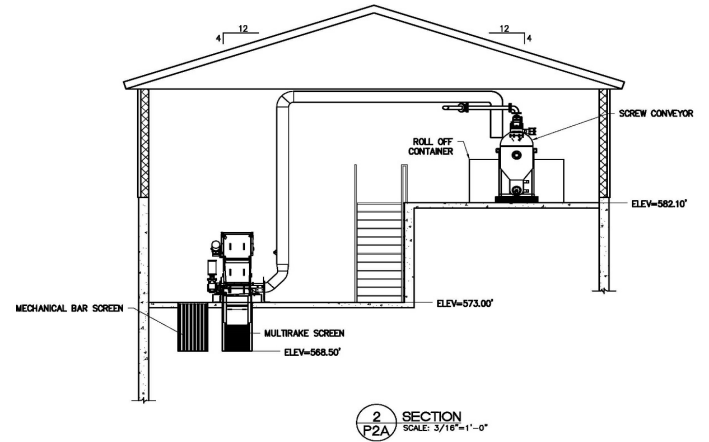
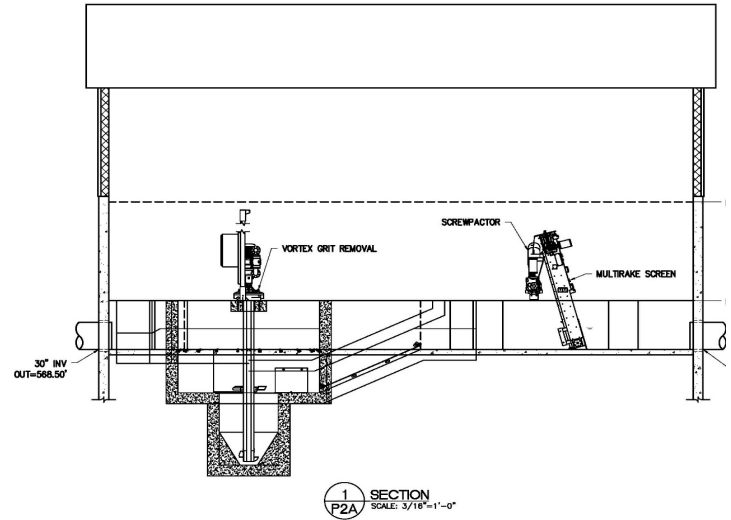
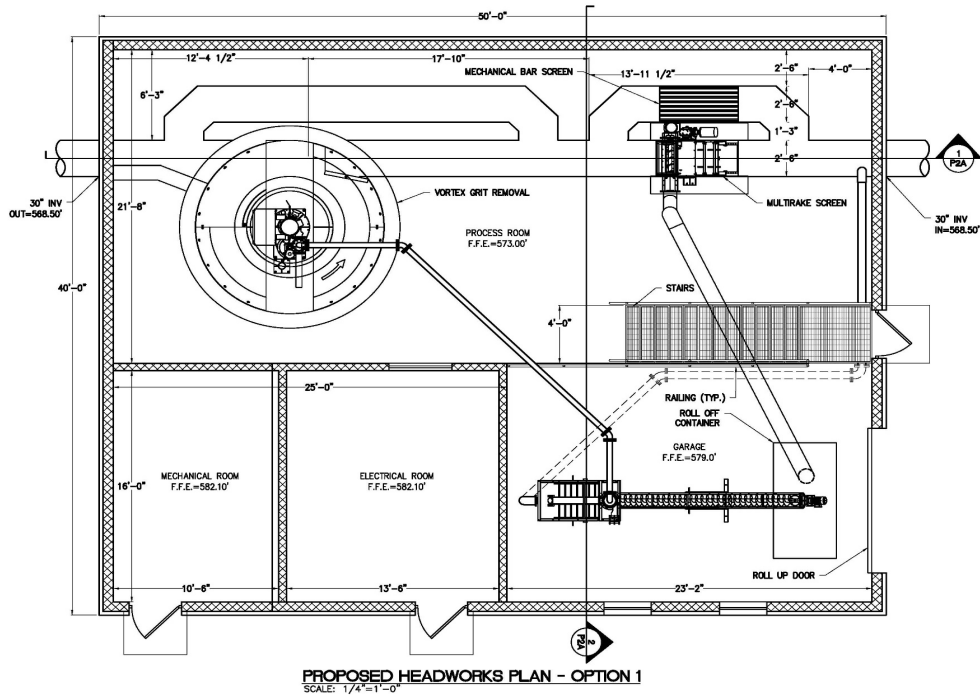
DATE	DESCRIPTION	CHECKED

CITY OF BARRE, VERMONT

WASTEWATER TREATMENT FACILITY HEADWORKS UPGRADE

PROPOSED SITE PLAN

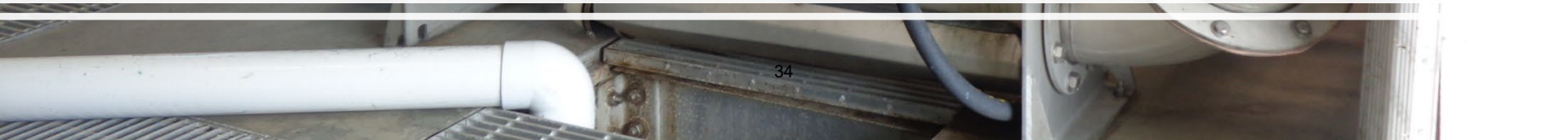
PROJECT NO.	24014
DATE	NOV. 2024
CHECKED BY	C3



Proposed Floor Plan



Multi-Rake Screen with Compactor-Washer





Multi-Rake Screen with Compactor/Washer



Vortex Grit Removal System





Vortex Grit Removal System

Proposed Schedule



If the project is approved by the City, construction would begin in 2025 and conclude in 2026.

Task	Projected Date
Bond Vote Begin Final Design and Permitting	November 5, 2024
90% Design Submittal	May 2025
Bid Phase	July 2025
Begin Construction	September 2025
Construction Completed	December 2026

Project Cost & Bond Amount

Estimated Total Project Cost is \$9.3 million
Recommended Bond Vote is \$7.6 million

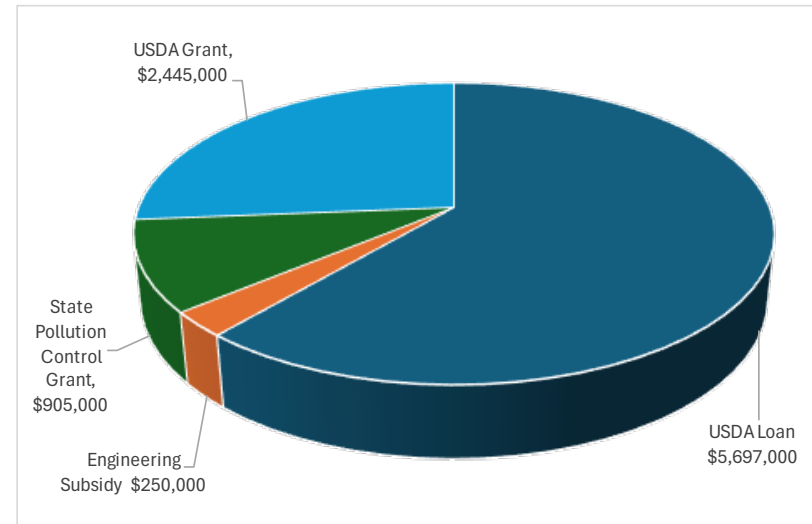


Item	Estimated Cost
Construction	\$7,190,000
Construction Contingency	\$360,000
Technical Services	\$1,457,000
Material Testing	\$54,000
Legal/Administration	\$144,000
Financing	\$92,000
Estimated Total Project Cost	\$9,297,000
Total Bond Amount	\$7,600,000

Funding Sources

There is significant grant support as the City qualifies for a 75% USDA grant, so grants are expected to be at least 38% of the total cost.

Funding Source	Amount	Total of Funding Sources
State Water Investment Division:		
• Engineering Subsidy	\$250,000	\$250,000
• Pollution Control (PC) Grant (10%)	\$905,000	\$1,155,000
United States Rural Development (USDA):		
• USDA Grant (estimated)	\$2,445,000	\$3,600,000
• USDA Loan	\$5,297,000	\$9,297,000



Projected Impact to Sewer Budget

- Only sewer customers will pay for the debt on this project
- The estimated annual payment based on a 30-year loan is approximately \$268,000
- Town of Barre will pay 22.7% of the annual loan payment





Projected Impact to Sewer Rates

- First loan payment will be due in 2026.
- Low Flow Customer (15,000) gpy: Increase of \$3.72 per quarter
- Average Flow Residential Customer (53,000 gpy): Increase of \$12.96 per quarter (\$4.31 per month)

Bond Vote and Public Meetings

- A public information meeting will be held on Monday, October 28, 2024 @ 6:15 PM
- The bond vote will take place on November 5, 2024



A photograph of a waste management facility. In the foreground, there are several large, rectangular metal grates on a concrete base, likely for collecting waste. To the left, there is a green building with a white roof and some equipment. In the background, there is a grassy area, a fence, and a silver car parked. A sign on a wooden post reads "CAMPER WASTE DUMPING MONITOR 7 AM - 2 PM ONLY CAMPER WASTE DUMPING". Another sign on a post to the right says "NO CAMPERS". The word "QUESTIONS?" is overlaid in large white text in the center of the image.

QUESTIONS?



CITY OF BARRE

VOLUNTEER APPLICATION

Commissions, Committee, Boards and Task Force Application Form

Note to applicants, including incumbents: after submitting a completed application to the City Manager's Office (exccassist@barrecity.org) you will be requested to attend a City Council meeting to be interviewed. You will be advised of the date and approximate time of the Council meeting when you will be interviewed and your application considered. Please type or print legibly below.

Legal Full Name: Anne Merrill Date of Birth: [REDACTED]

Other Names/Nicknames Used: _____

E-mail [REDACTED] Present Mailing Address: 38 Eastern Ave Apt 2 Barre VT

Years at Address? 4 Legal residence:(if different from above)

Home Phone: _____ Business Phone: _____

Cell Phone [REDACTED]

Position (Commission, Board, Committee or Task Force) applying for

1. Task force committee (Homeless)

2. _____

Please tell us interests you about the committees you selected. List qualifications which may be beneficial to this position. (Use space below or attach additional sheet.)

I have 7.5 years of experience working in housing. My housing carrer started while working for Capstone for 5.5 years, currently my position is with WCMHS as their Adult Access Housing Coordinator for the last 1.5 years. I over see 5 bulidings that WCMHS owns and work closely with 3 landlords supporting clients living independently. While working as the adult access housing coordinator, the Department of Mental Health provides a buget to help with the CRT program that I am responsible for tacking expenses. I have been a community memeber that works with may other multiple agencies trying to find resolutions for the housing crisis and homeless individuals. I have a driven passion to help my community find alternatives for homelssness.

By signing below you acknowledge: All information provided is accurate and complete to the best of your ability, and, you understand the City Council has the authority to remove members appointed by them in accordance with the City Charter and Vermont State Statue, as applicable, for misrepresentation of any statement made on this application.

Sign here: Anne Merrill Date: 10.16.2024

Submit completed application to the City Manager's Office at: exccassist@barrecity.org

City Manager's Office Use Only

Notified by: email phone on ___/___/___ to attend Council Mtg. on ___/___/___

Notified by: _____

Term of Appointment: From _____ to _____



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Legal Full Name: Amelia Marie Klein Date of Birth: [redacted]

Other Names/Nicknames Used: Osa Busch

E-mail: [redacted] Present Mailing Address: 15 Vine Street Barre, VT 05641

Years at Address? 2 Legal residence: (if different from above)

[redacted]

Home Phone: NA Business Phone: [redacted]

Cell Phone: [redacted]

Position (Commission, Board, Committee or Task Force) applying for

1. Homelessness Task Force

2. [redacted]

Please tell us interests you about the committees you selected. List qualifications which may be beneficial to this position. (Use space below or attach additional sheet.)

* Assist unhoused & housed people to help understand one another and perhaps live more in harmony with each other
* Help to end the stigma that surrounds homelessness & the individuals that are experiencing it
* I've worked at Good Samaritan Haven for 4 years now. I am a Street Outreach worker for Washington County. I run a 24hr call & text line for outreach support. I am GSH's Health & Safety Officer & a Community Health

By signing below you acknowledge: All information provided is accurate and complete to the best of your ability; and, you understand the City Council has the authority to remove members appointed by them in accordance with the City Charter and Vermont State Statute, as applicable, for misrepresentation of any statement made on this application.

Sign here: Amelia Marie Klein

Date: 10/17/2024

Submit completed application to the City Manager's Office at: execassist@barrecity.org

City Manager's Office Use Only	
Notified by: <input type="checkbox"/> email	<input type="checkbox"/> phone on ___/___/___ to attend Council Mtg. on ___/___/___
Notified by: <u>[redacted]</u>	
Term of Appointment: From <u>[redacted]</u> to <u>[redacted]</u>	



CITY OF BARRE

VOLUNTEER APPLICATION

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Legal Full Name: Elizabeth Rood Turner Date of Birth: [redacted]

Other Names/Nicknames Used: Liz

E-mail: [redacted] Present Mailing Address: 6 Veeder Ave., Barre 05641

Years at Address? 1 month! Legal residence: (if different from above)

[redacted]

Home Phone: [redacted] Business Phone: [redacted]

Cell Phone: [redacted]

Position (Commission, Board, Committee or Task Force) applying for

1. Development Review Board

2. Central Vermont Regional Planning Commission

Please tell us interests you about the committees you selected. List qualifications which may be beneficial to this position. (Use space below or attach additional sheet.)

I'm a recent transplant to Barre, and as a new homeowner, I am so happy to be putting down roots in the Granite Center of the World. I was born and raised near Brattleboro, and in my adult life have lived in cities around the country while always thinking of Vermont as home. I have a passion for public service and am eager to get involved in my new community and helping steward its growth and resilience. I am particularly interested in volunteer opportunities around land use, housing, and economic & community

By signing below you acknowledge: All information provided is accurate and complete to the best of your ability; and, you understand the City Council has the authority to remove members appointed by them in accordance with the City Charter and Vermont State Statute, as applicable, for misrepresentation of any statement made on this application.

Sign here: Elizabeth Rood Turner

Date: 10/10/24

Submit completed application to the City Manager's Office at: execassist@barrecity.org

City Manager's Office Use Only

Notified by: email phone on ___/___/___ to attend Council Mtg. on ___/___/___

Notified by: [redacted]

Term of Appointment: From [redacted] to [redacted]