

REGULAR COUNCIL MEETING

Tuesday, April 23, 2024 6:00pm

<https://us06web.zoom.us/j/88982525535?pwd=VzlXOU5tald0YkgvSUdTcldqSUVGOT09>

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 Thursday, April 11, 2024
	B. City Warrants i. Ratification of City Warrants from Week of April 17, 2024 ii. Approval of City Warrants from Week of April 24, 2024
	C. Clerk’s Office Licenses & Permits
8	D. Ratify Council’s 4/11/24 approval of a lease finance agreement
15	E. Accept warranty deed from Marilyn Ford for purchase of Duffy Avenue lots
22	F. Authorize the Manager to execute an LOI with DEW to develop the Seminary Street and Campbell Place parking lots
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
	A. VLCT Welcoming & Engaging Communities cohort presentation
24	B. Authorize buyout application of landslide-impacted properties (Manager)
60	C. Stagger committee terms to provide appointment balance (Manager)
61	D. 2 nd hearing warned 7:00PM: Charter changes
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, May 7, 2024.

The portion of this meeting starting at 6:00pm will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon at cvtv723.org/

Other Meetings & Events

Thursday May 2

Development Review Board 7:00PM Council Chamber



City of Barre, Vermont

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

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

MEMO

TO: City Council
FROM: The Manager
DATE: 4/19/2024
SUBJECT: Packet Memo re: 4/23/2024 Council Meeting Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Meeting Agenda. As a reminder, the Council's next meeting is scheduled for Tuesday, May 7, 2024 at 6:00PM.

4-E Accept warranty deed from Marilyn Ford for purchase of Duffy Avenue lots

The packet includes a purchase and sales contract with Mrs. Ford for an ERSA-grant funded acquisition of 1.1 acres of land in order to protect a major access trail and surrounding forest, permanently conserving the main trailhead parking area at the end of Maplewood Avenue. The appropriate motion that Council will be making as part of this consent agenda item is: "Move to approve the City's acceptance of the Warranty Deed from Marilyn Ford for the Duffy Avenue lots to expand access to the Cow Pasture property, which is funded by an Agency of Natural Resources ERSA grant, and to authorize the Mayor and/or City Manager to sign any documents needed to close the transaction."

8-A VLCT Welcoming & Engaging Communities cohort presentation

Chair Mulvaney requested time on the agenda to provide an update from the Council's appointed cohort to VLCT's Welcoming & Engaging Communities program. No materials have been provided for distribution at this time.

8-B Authorize buyout application of landslide-impacted properties

There is a memo with supporting materials in the packet. State Geologist Ben DeJong will be present to participate in the discussion and answer questions about his reports.

8-C Stagger committee terms to provide appointment balance

As the City began to publicize openings and vacancies on City committees, we noticed that a few committees have an uneven number of terms expiring. For example, 7 of the 9 seats on the Cemeteries Committee expire in 2024. I recommend that the Council consider 3-year terms for a few appointments to restore balance to expiration dates of committee seats.

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

**Regular Meeting of the Barre City Council
Held April 11, 2024**

The Regular Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 6:00 PM at City Hall, Barre, Vermont. In attendance were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Michael Deering and Samn Stockwell (arrived approximately 6:45 PM). City staff members present were City Manager Nicolas Storrellicastro, Assistant City Manager Dawn Monahan, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Adjustments to the Agenda:

- Add consent agenda approval of lease purchase finance agreement with Municipal Leasing Consultants LLC for purchase of plow truck and excavator, resolution #2024-05.
- Remove discussion on water and wastewater municipal agreements from new items.
- Add executive session on real estate.

Visitors and Communications:

Joelen Mulvaney thanked Mayor Hemmerick for his service guiding the City through difficult times and changing the tone of leadership.

Approval of Consent Agenda:

Council approved the following consent agenda items on motion of Councilor Deering, seconded by Councilor Lauzon. **Motion carried.**

- A. Approval of Minutes:
 - i. Regular meeting of April 2, 2024.
- B. City Warrants as presented:
 1. Ratification of Week 2024-15, dated April 10, 2024:
 - i. Accounts Payable: \$114,474.16
 - ii. Payroll (gross): \$152,800.51
- C. Clerk's Office Licenses and Permits: NONE
- D. Authorize the Manager to execute contract(s)
 1. Bobcat
- E. Ratify Council assignment of ADA charge to the JEDIB Committee
- F. Accept resignation of Linda Couture from the Parks & Red Committee
- G. Approve resolution #2024-05: lease purchase agreement with Municipal Leasing Consultants LLC (added under adjustments)

City Clerk & Treasurer Report –

City Clerk/Treasurer Dawes reported on the following:

- The Board of Abatement held hearings before tonight's Council meeting. This will be the last batch eligible for state reimbursement of the education portion of abated taxes. Application for reimbursements must be submitted to the state by April 26th.
- Monday was the deadline for submission of nominating petitions, and there is now a full slate of candidates for all offices up for election except clerk/treasurer. Ballots will be ordered tomorrow and should be delivered by the end of next week.

There was discussion on cross-referencing lists of flood-impacted properties, and outreach to property owners.

Liquor Control Board/Cannabis Control Board – NONE

City Manager’s Report –

Manager Storellicastro reported on the following:

- Met with Vermont Emergency Management to discuss buyouts through the Swift Current Program. Five properties have been identified to date.
- The Barre Town yard waste drop site will open for the year on April 20th.
- There was a ribbon cutting last Saturday for the new turf laid in the BOR. There are opportunities to schedule time on the turf.
- Barre Area Development Corporation has received word the joint application on the Prospect Heights housing project has been invited to apply for the next phase of possible financing.
- Central Vermont Regional Planning Commission will present the infill development study report to Council at the June 4th meeting.
- Several projects were submitted in the congressional spending application.

Pat Moulton, Central Vermont Flood Recovery Officer, said the state submitted a \$51M request through the congressional spending application process to support housing development in the north end to include a child care center, grocery store and walkable neighborhoods.

There was discussion on the vacancies in the Buildings and Community Services Department with the retirements of Jeff Bergeron and Stephanie Quaranta. Manager Storellicastro said the priority has been continuation of services, including planning for the summer meals programs traditionally offered at the municipal pool.

New Business –

A) Approve FY25 Budget.

Manager Storellicastro reviewed his PowerPoint presentation on the proposed budget, and noted the projected property tax rate increase stands at 4.93%. The Manager said two portable toilets have been added as a pilot program at the behest of the Homelessness Task Force, starting in July.

Homelessness Task Force member Steve Finner said they are gathering information from other communities that have public portable toilets with regards to their experiences on how placement and operations work.

There was discussion on moving away from a Microsoft-based system to a Google-based system as a possible cost saving measure. Bernadette Rose said she doesn’t like Google. Ms. Rose asked when the new equipment is being installed at the Garfield Playground. The Manager said it’s going in next week.

Connie Godin said April 15th is tax day, and Barre should remember how much federal FEMA money and state funds have benefited the City since the July 2023 flooding.

Councilor Lauzon made the motion to approve the FY25 budget numbers as presented, seconded by Councilor Waszazak. **Motion carried.**

- \$14,873,780 general fund budget
- \$10,187,152 amount to be raised by taxes

B) Discuss water and wastewater intermunicipal agreements.

This item was deferred under adjustments.

Councilor Cambel had left the meeting by this point.

C) 1st hearing warned 7:00 PM: Charter changes.

Mayor Hemmerick opened the public hearing at 7:00 PM and invited comments from the public and Council. There are four categories of charter changes being proposed:

1. Moving the annual meeting from March to May;
2. Separating the positions of clerk and treasurer, and making the treasurer position appointed;
3. Removing references to the City school district, which has been replaced by the Barre Unified Union School District;
4. Allow youth voter participation in local elections, except school elections.

John LePage said he soundly endorses the youth voting proposal that would allow 16 and 17 year olds to vote in local elections except school votes. Mr. LePage said the proposal to move the annual meeting elections from March to May is a bad idea, and would lower participation and double the costs associated with holding elections.

Bernadette Rose said she agrees with Mr. LePage. Ms. Rose said youth voting would involve parents, and youth voters would encourage tenant residents to participate.

Steve Mackenzie said the youth voter language should be dropped, as 16 and 17 year olds are outside the age of majority, and they don't have a stake in the game when it comes to voting on City budgets.

Councilor Boutin said he supports moving the annual meeting to May, and does not support youth voting.

Tina Routhier said she doesn't support youth voting, as she wouldn't give a blank check to her grandchildren on the municipal budget.

Barbara Druge said she is opposed to the youth voter language and they should not be making decisions for property owners. Ms. Druge said 16 and 17 year olds' minds are not developed enough to make decisions on things like drinking, smoking and voting.

Hearing no additional comments, Council approved including on the annual meeting ballot the proposal to remove school-related language from the charter on motion of Councilor Boutin, seconded by Councilor Stockwell. **Motion carried.**

Council approved including on the annual meeting ballot the proposal to move the annual meeting from the first Tuesday in March to the second Tuesday in May on motion of Councilor Boutin, seconded by Councilor Deering. **Motion carried with Mayor Hemmerick and Councilor Stockwell voting against.**

Council approved including on the annual meeting ballot the proposal to allow youth voters on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried with Councilor Boutin voting against.**

There was discussion on the proposed charter change to separate the clerk and treasurer positions. Bernadette Rose said no future clerk/treasurer will be anything like Clerk/Treasurer Dawes. Sonya Spaulding asked about the lack of candidates running for the clerk/treasurer position. Clerk Dawes said Council will appoint someone to the position following the annual meeting elections, if nobody is elected through write-in. Council approved including on the annual meeting ballot the proposal to separate the clerk and treasurer positions and making the treasurer appointed on motion of Councilor Boutin, seconded by Councilor Lauzon. **Motion carried.**

D) Approve May 14, 2024 annual town meeting warning.

Council reviewed the draft warning as presented by the Clerk. Councilor Lauzon asked to revise Article II to increase the requested amount for the street reconstruction, sidewalk improvements, and capital improvement funds to \$450,000. Council approved the warning as revised on motion of Councilor Boutin, seconded by Councilor Lauzon. **Motion carried.**

Upcoming Business –

- Second charter public hearing will be held at the April 23rd meeting.
- Central Vermont Regional Planning Commission’s infill development report will come to Council at the June 4th meeting.
- Councilor Lauzon asked for a vote to designate the ARPA funds as spent so as to remove date restrictions. It will be added to the April 23rd agenda.

Round Table –

Councilor Boutin said he attended the ribbon cutting for the BOR turf, and recommended people walk on the turf barefoot.

Councilor Lauzon said the turf is a great example of community collaborations between Barre City, Barre Town, and Barre Youth Sports Association.

Mayor Hemmerick said the Vermont Bond Bank held their annual capital forum in Barre City today.

Executive Session – Councilor Boutin made the motion to find that premature general public knowledge of real estate issues to be discussed would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Lauzon. **Motion carried.**

Council went into executive session at 7:44 PM to discuss real estate under the provisions of 1 VSA § 313 on motion of Councilor Boutin, seconded by Councilor Waszazak. Manager Storellicastro and Clerk Dawes were invited into the executive session. **Motion carried.**

Council came out of executive session at 7:48 PM on motion of Councilor Lauzon, seconded by Councilor Waszazak. **Motion carried.**

The meeting adjourned at 7:48 PM on motion of Councilor Lauzon, seconded by Councilor Waszazak. **Motion carried.**

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

April 23, 2024



T: 802.372.8435 F: 802.372.4775
powerofleasing.com
powerofenergyfinancing.com

March 27, 2024 Revised

Dawn Monahan
Assistant City Manager
City of Barre
6 No. Main Street
Barre, VT 05641

Dear Dawn,

Municipal Leasing Consultants, an independent woman-owned business, is pleased to present the following proposal to lease certain capital equipment pursuant to the following terms and conditions:

- LESSOR:** Municipal Leasing Consultants, its Agents or Assignee
- LESSEE:** City of Barre, VT
- EQUIPMENT:** One (1) New Plow Truck and One (1) Excavator with Trailer
- EQUIPMENT COST:** \$512,503.00 approximate
- PAYMENT STRUCTURES:**
 - Option 1: Tax-Exempt Lease Purchase**
 - Seven (7) Years – Annual/Arrears**
 - Seven (7) Annual Payments of \$89,020.58
 - First payment of \$89,020.58 due one year from closing and Annual thereafter (i.e., \$512,503.00 x .173698 = \$89,020.58)
- RATE:** 5.14%
- Option 2: Tax-Exempt Lease Purchase**
- Ten (10) Years – Annual/Arrears**
- Ten (10) Annual Payments of \$66,920.53
- First payment of \$66,920.53 due one year from closing and Annual thereafter (i.e., \$512,503.00 x .130576 = \$66,920.53)
- RATE:** 5.17%

Please circle and initial desired option.

The preceding costs are estimates and thus, the payment amount would be changed in proportion to the actual cost. The Vendor(s) will be paid upon the Lessee’s authorization and the execution of mutually acceptable documentation.

THE ABOVE QUOTES ARE FIXED FROM **MARCH 27, 2024 TO APRIL 26, 2024** IN ANTICIPATION OF **CLOSING / FUNDING** BY THIS DATE. THEREAFTER, THE RATE WILL FLOAT AND NOT BE LOCKED IN UNTIL DOCUMENTS ARE PREPARED FOR CLOSING AND WILL BE BASED ON THE LIKE TERM SWAP RATES.

EQUIPMENT ACCEPTANCE DATE:

This proposal is based on both the assumption and the condition that any and all equipment will be delivered to and accepted by Lessee prior to March 27, 2025.

OPTION AT LEASE EXPIRATION:

At the lease expiration, the Lessee shall have the right to purchase the equipment for One dollar (\$1.00), assuming the lease is not in default and all terms and conditions of the lease have been met.

NET LEASE:

This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.

LEASE AMORTIZATION SCHEDULE:

Amortization schedules with separate principal and interest cost breakdown will be provided with the final documentation.

WARRANTIES:

Lessor is bidding only as to the provision of lease purchase financing for the purchase cost of the equipment and will have no responsibility to the Lessee or any other person for the selection, furnishing, delivery, servicing or maintaining of the equipment. All equipment manufacturer or vendor warranties will be passed to the Lessee under the agreement.

NON-APPROPRIATION:

The lease payments shall be subject to annual appropriation for each fiscal year.

BANK OR NON-BANK QUALIFICATION:

Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2024, will not exceed ten million (\$10,000,000.00) dollars.

FINANCIAL STATEMENTS:

If applicable, Lessee shall furnish Lessor with its financial statement for the last three (3) fiscal years and its current year fiscal budget.

AUTHORIZED SIGNORS:

The Lessee's governing board shall provide MLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish MLC with an opinion of counsel letter covering this transaction and the documents used herein.

REIMBURSEMENT:

If Lessee intends to be reimbursed for any equipment cost associated with this agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

DOCUMENTATION:

All documentation will be provided by Lessor, its Agents or Assignee, and must be satisfactory to all parties concerned.

ESCROW FUNDING:

- *If applicable*, an escrow account will be established to make disbursements at a cost of \$575.00.

We will need the following prior to disbursements from escrow:

1. Payment Request and Acceptance Certificate signed by authorized signer
2. Vendor Invoice with payment instructions (wire or check)
3. W-9 for Vendor
4. Vehicles – Front and Back of Certificate of Origin listing the bank as lien holder (This will be given to the customer and vendor after final credit approval. **DO NOT REGISTER VEHICLES(S) PRIOR TO GETTING THE LIEN HOLDER INFORMATION.**)
5. Serial numbers for any attachments (plow, dump, sander, spreader, etc.)
6. Insurance Certificate – Listing the applicable property and liability coverage and listing the lease number, equipment and any VIN#'s or serial numbers.

PREPAYMENT OPTION:

The Lessee will have the option to prepay on any payment date for 102% of the remaining balance.

BASIS OF PROPOSAL:

This proposal is based upon financing being provided by Lessor and should not be construed nor relied upon as a commitment. Such a commitment is subject to formal credit review, approval, and execution of mutually acceptable documentation. The contract, and not the proposal, will set forth the agreement between the parties.

We appreciate the opportunity to provide this proposal and look forward to working with you in the future. If the foregoing meets with the City’s approval, please date and sign the acceptance below and return the signed proposal to the undersigned via email or fax to 802-372-4775 and subsequently remit payment of \$875.00 for the Documentation Fee. Failure to consummate this transaction once credit approval is granted will result in a \$875.00 fee being assessed to the City. Formal credit approval will be pursued upon receipt of the signed proposal and complete credit package. **Credit approval normally takes ten (10) to fourteen (14) business days.**

If you have any questions or need further information, please do not hesitate to contact me at 802-372-8435.

The foregoing is acknowledged and accepted as of the _____ day of _____, 2024.

City of Barre, VT

By: _____

Title: _____

Sincerely,

Reneé

Reneé M. Piché
President

City of Barre - 7 years

Compound Period : Annual

Nominal Annual Rate : 5.140 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/26/2024	512,503.00	1		
2 Payment	04/26/2025	89,020.58	7	Annual	04/26/2031

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 04/26/2024				512,503.00
2024 Totals	0.00	0.00	0.00	
1 04/26/2025	89,020.58	26,342.65	62,677.93	449,825.07
2025 Totals	89,020.58	26,342.65	62,677.93	
2 04/26/2026	89,020.58	23,121.01	65,899.57	383,925.50
2026 Totals	89,020.58	23,121.01	65,899.57	
3 04/26/2027	89,020.58	19,733.77	69,286.81	314,638.69
2027 Totals	89,020.58	19,733.77	69,286.81	
4 04/26/2028	89,020.58	16,172.43	72,848.15	241,790.54
2028 Totals	89,020.58	16,172.43	72,848.15	
5 04/26/2029	89,020.58	12,428.03	76,592.55	165,197.99
2029 Totals	89,020.58	12,428.03	76,592.55	
6 04/26/2030	89,020.58	8,491.18	80,529.40	84,668.59
2030 Totals	89,020.58	8,491.18	80,529.40	
7 04/26/2031	89,020.58	4,351.99	84,668.59	0.00
2031 Totals	89,020.58	4,351.99	84,668.59	
Grand Totals	623,144.06	110,641.06	512,503.00	

City of Barre - 10 years

Compound Period : Annual

Nominal Annual Rate : 5.170 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/26/2024	512,503.00	1		
2 Payment	04/26/2025	66,920.53	10	Annual	04/26/2034

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 04/26/2024				512,503.00
2024 Totals	0.00	0.00	0.00	
1 04/26/2025	66,920.53	26,496.41	40,424.12	472,078.88
2025 Totals	66,920.53	26,496.41	40,424.12	
2 04/26/2026	66,920.53	24,406.48	42,514.05	429,564.83
2026 Totals	66,920.53	24,406.48	42,514.05	
3 04/26/2027	66,920.53	22,208.50	44,712.03	384,852.80
2027 Totals	66,920.53	22,208.50	44,712.03	
4 04/26/2028	66,920.53	19,896.89	47,023.64	337,829.16
2028 Totals	66,920.53	19,896.89	47,023.64	
5 04/26/2029	66,920.53	17,465.77	49,454.76	288,374.40
2029 Totals	66,920.53	17,465.77	49,454.76	
6 04/26/2030	66,920.53	14,908.96	52,011.57	236,362.83
2030 Totals	66,920.53	14,908.96	52,011.57	
7 04/26/2031	66,920.53	12,219.96	54,700.57	181,662.26
2031 Totals	66,920.53	12,219.96	54,700.57	
8 04/26/2032	66,920.53	9,391.94	57,528.59	124,133.67
2032 Totals	66,920.53	9,391.94	57,528.59	
9 04/26/2033	66,920.53	6,417.71	60,502.82	63,630.85
2033 Totals	66,920.53	6,417.71	60,502.82	
10 04/26/2034	66,920.53	3,289.68	63,630.85	0.00
2034 Totals	66,920.53	3,289.68	63,630.85	
Grand Totals	669,205.30	156,702.30	512,503.00	

BARRE CITY COUNCIL RESOLUTION #2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARRE, VERMONT AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT OR CAPITAL ITEMS FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Barre (the “Lessee”), is authorized by the laws of the State of Vermont to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$512,503.00 constituting personal property necessary for the Lessee to perform essential governmental functions (the “Equipment”); and

WHEREAS, the Lessee proposes to enter into that certain Master Lease Purchase Agreement and Schedule No. 1 thereto (the “Lease”), with Municipal Leasing Consultants, LLC and/or its assigns (or one of its affiliates) (the “Lessor”), the form of which has been available for review by the governing body of the Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with pursuant to the terms of that certain Escrow Agreement, among the Lessee, the Lessor and an escrow agent satisfactory to the Lessor and the Lessee (the “Escrow Agreement”; and together with the Lease, the “Financing Documents”) and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, the Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE LESSEE AS FOLLOWS:

Section 1. The Lessee is hereby authorized to execute and deliver the Financing Documents with principal components of rental payments in an aggregate amount not to exceed \$512,503.00.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The City Manager of the Lessee and any other officer of the Lessee with the power to execute contracts on behalf of the Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Treasurer of the Lessee and any other officer of the Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of the Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of the Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), the Lessee hereby specifically designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5. Nothing contained in this resolution, the Lease nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Lease or any other instrument or document executed in connection therewith impose any pecuniary liability

upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided in the Lease.

Section 6. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. This resolution shall take effect immediately.

Adopted and approved by the governing body of the Lessee this 11th day of April, 2024.

CITY OF BARRE, VT

By: _____

Name: Jake Hemmerick

Title: Mayor

ATTEST:

By: _____

Name: Carol Dawes

Title: Clerk & Treasurer

REAL ESTATE PURCHASE AND SALES CONTRACT
THIS IS A LEGALLY BINDING CONTRACT

Purchaser's Full Name	Mailing Address (Inc. Zip)	Telephone No.
City of Barre, Vermont Attn: City Manager	6 Main Street, Suite 2 Barre, VT 05641-4190	802-476-0240

Seller's Full Name	Mailing Address (Inc. Zip)	Telephone No.
Marilyn D. Ford	██████████ Barre, VT 05641	██████████

1. **Agreement of Sale and Purchase Price:** Purchaser hereby offers and agrees to purchase from Seller and Seller agrees to sell and convey to Purchaser the Property described herein at the price and on the terms and conditions stated in this Contract.

2. **Total Purchase Price:** Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00).

3. **Contract Deposit:** Purchaser hereby delivers to Seller a non-refundable Contract Deposit of Ten and 00/100 U.S. Dollars (\$10.00) in the form of: Check (Bank Name: _____; Check # _____) as evidence of Purchaser's good faith. Said Contract Deposit shall be held per the provisions of Section 5, below.

4. **Description of Real Property:** The Property is described as follows:

Being three parcels of land located westerly of the northerly end of Maplewood Avenue that are located on Duffy Avenue (a/k/a Duffy Street and f/ka/ Spring Street), being Lots 16, 17, 20 and part of Lot 13, being a strip of land approximately twenty-five (25') feet wide, and all Lots being shown as part of Block 12 on a survey plan of the Duffy and Mead Lots recorded in Volume 3, Page 246 of the Barre City Land Records, conveyed to Frederic H. Ford (f/k/a

Purchaser and Seller each acknowledge receipt of a duplicate of this page.

Purchaser's Initials (____) Seller's Initials (____)

Frederic M. Ford) (deceased) and Marilyn D. Ford by Tax Collector's Deed of Margaret Abare, Tax Collector for the City of Barre, dated September 28, 1984, and recorded in Volume 121, Page 168 .

Being also certain twenty-foot (20') wide easements along and adjacent to the northerly boundary of Lots 19, 20 on Duffy Avenue and along and adjacent to the northwesterly boundary of Lots 20, 17 and 16 and the approximately twenty-five-foot (25') wide northerly portion of Lot 13 owned by Seller along the aforesaid Duffey Avenue, which were conveyed to Frederic H. Ford (deceased) and Marilyn D. Ford by Quitclaim Deed of the City of Barre, dated March 8, 2005, and recorded in Volume 220, Page 644 of the Barre City Land Records.

(the "Property" hereinafter).

5. **Contract Deposit to be Held By:** Stitzel, Page & Fletcher, P.C. ("Escrow Agent") shall hold the Contract Deposit pending acceptance or, if accepted, either Closing or termination of this Contract. If the offer is not accepted, expires, or is revoked or withdrawn prior to acceptance, the Contract Deposit shall be promptly returned to Purchaser.

6. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract is not subject to a property inspection contingency.

7. **Other Special Conditions or Addenda to Contract:** Purchaser's obligation to close under this Contract shall be specifically conditioned on the Seller's Warranty Deed including a restriction that ensures the Property remains available for permanent public outdoor recreation access in accordance with Section 1(D)(b) of Attachment A to the Grant Agreement between the State of Vermont and Purchaser, Grant #06130-ERSA22-02, dated December 13, 2023.

April 30, 2024

8. **Closing:** Closing and transfer of title shall occur on or before ~~April 1, 2024~~ April 30, 2024. Closing shall be held at a mutually agreed upon location. Closing may occur earlier, or later, if the parties agree thereto in writing. **TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.**

9. **Possession:** Possession and occupancy of the Property shall be given upon closing.

Purchaser and Seller each acknowledge receipt of a duplicate of this page.

Purchaser's Initials (____)

Seller's Initials (____)

10. **Payment of Purchase Price:** Payment of the purchase price, adjusted for the Contract Deposit previously received, taxes or tax withholding applicable to Seller and any other items agreed to in writing by Seller and Purchaser, is due at closing and is to be paid with a certified check, cashier's check, wire transfer or a check drawn on a Vermont lawyer's or Vermont realtor's trust account. Seller shall pay any Vermont Land Gains or Non-Resident Withholding Tax due as a result of the sale of the Property, and Purchaser shall pay any Transfer Tax due, though it is anticipated that no transfer tax will be owed because Purchaser is a Vermont municipality.

11. **Deed:** Unless otherwise agreed in writing in this Contract, at closing Seller shall deliver to Purchaser a Warranty Deed, furnished and paid for by Seller, conveying marketable title, as defined by Vermont law, to the Property together with a Vermont Property Transfer Tax Return, subject to the restriction described in Section 7, above.

12. **Purchaser's Examination of Title:** Purchaser, at its sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing no less than seventy-two (72) hours prior to the date set for closing of the existence of any encumbrances on title or defects therein which are not expressly excepted in this Contract and which render title unmarketable as defined by Vermont law. If such that an encumbrance or defect exists, Seller shall have thirty (30) days from the scheduled date for closing to remove or remedy the specified encumbrance(s) on or defect(s) in title. Upon receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the identified encumbrance(s) or defect(s). If at the expiration of thirty (30) days from the date set for closing Seller is unable to convey marketable title free and clear of such encumbrance(s) and defect(s), Purchaser may terminate this Contract, and, if so, shall receive back the Contract Deposit and may, in addition, pursue all legal and equitable remedies provided by law. Alternately, Purchaser can waive the curing of encumbrance(s) or defect(s) and accept the deed and close the transaction, subject to such modification(s) to the Purchase Price as the parties agree.

13. **Default:** If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice to Purchaser and retain the Contract Deposit as liquidated damages, or may pursue all legal and equitable remedies provided by law. If Seller does not notify Purchaser of Seller's

Purchaser and Seller each acknowledge receipt of a duplicate of this page.
Purchaser's Initials (____) Seller's Initials (____)

election of remedies within (30) days following notice of Purchaser's default, Seller's sole remedy shall be retention of the Contract Deposit as liquidated damages. Because of the nature and subject matter of this Contract, damages arising from Purchaser's default may be difficult to calculate with precision. The amount of the Contract Deposit reflects, in part, a reasonable estimate of Seller's damages for Purchaser's default, and is intended solely to compensate Seller for Purchaser's default, and not as a penalty for Purchaser's breach nor is it an incentive for Purchaser to perform the obligations of this Contract.

If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice to Seller and may pursue Purchaser's rights to all legal and equitable remedies provided by law.

In the event legal action is instituted arising out of a breach of this Contract, the substantially prevailing party shall be entitled to reasonable attorneys' fees and court costs.

14. **Deposits:** At closing and upon transfer of title, Escrow Agent shall disburse the Contract Deposit. In the event either Seller or Purchaser do not perform and fail to close on the terms specified herein, this shall constitute a default.

Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorneys' fees, arising out of the holding of the deposit.

15. **Fixtures and Personal Property:** Intentionally Omitted.

16. **Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on the Seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or may terminate this Contract and be entitled to the return of all Contract Deposits as Purchaser's sole remedy.

Purchaser and Seller each acknowledge receipt of a duplicate of this page.
Purchaser's Initials (____) Seller's Initials (____)

17. **Closing Adjustments:** All property taxes (including statewide and local share educational property taxes), water, fire, school, sewer to other municipal or governmental charges imposed upon the Property shall be apportioned at closing according to law. Should any tax, charge or assessment be undetermined on the date of closing, the last determined tax, charge or rate shall be used for purposes of apportionment. The net amount of all the above adjustments shall be added to or deducted from the amount due Seller at closing.

18. **Effect:** This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.

19. **Modifications and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.

20. **Notice:** All notices required to be given under this Contract shall be deemed given when hand delivered to the recipient or when deposited in the U.S. Mail, certified, registered or express mail, return receipt requested, postage prepaid and properly addressed to Seller or Purchaser at the addresses set forth in this Contract. In the event notices are sent by hand-delivery, courier, delivery service or regular (not certified) U.S. Mail, such notices shall be effective upon receipt. Text or telephonic notice shall not be effective to satisfy any required notice. Any notice required to be sent to either Seller or Purchaser shall also be effective if sent by electronic mail to Vermont attorney(s) representing Seller or Purchaser in this transaction, as the case may be, provided the recipient acknowledges receipt of the electronic mail in writing.

21. **Time for Acceptance:** Purchaser's offer is open for acceptance by Seller within five (5) business days of the signing of this Contract ("Expiration Date"). If the offer is not accepted by the Expiration Date, it shall expire and be of no further force and effect. Purchaser may revoke and withdraw its offer prior to Seller's acceptance by giving written notice of revocation or withdrawal. Acceptance is defined as Seller's execution of this Contract and notification thereof to Purchaser in the manner

Purchaser and Seller each acknowledge receipt of a duplicate of this page.

Purchaser's Initials (____)

Seller's Initials (____)

provided in Section 20. Oral notification of acceptance of this offer is not sufficient to create a legally binding contract.

22. **Efforts of Agent(s):** Seller and Purchaser agree that neither Purchaser nor Seller were represented by a real estate agent, and that there are no fees, commissions and other remuneration owed to any real estate agent. Purchaser is not represented by a real estate agent and shall not be responsible for payment of any of the fees, commission and other remuneration Seller owes to his real estate agent.

23. **Attorney Review:** Purchaser's and Seller's obligation to close under this Contract is contingent upon a Vermont attorney selected by Purchaser and Seller respectively to review the terms and provisions of this Contract, other than price. If as a result of the Attorney Review, Purchaser and Seller desire to terminate this Contract, Purchaser and Seller shall have the right to do so by written notice not later than seven (7) calendar days from the date of Seller's acceptance of this Contract.

Date and Time of Offer

Purchaser: City of Barre

Duly Authorized Agent
Purchaser

Purchaser and Seller each acknowledge receipt of a duplicate of this page.
Purchaser's Initials (____) Seller's Initials (____)

ACCEPTANCE OF OFFER AND AGREEMENT TO SELL

Seller hereby accepts Purchaser's offer and agrees to sell the Property at the price and upon the terms set forth in this Contract and any addenda thereto, pending review as noted in Section 23.

Date and Time of Acceptance

Marilyn D. Ford
Seller

Purchaser and Seller each acknowledge receipt of a duplicate of this page.
Purchaser's Initials (____) Seller's Initials (____)

LETTER OF INTENT

This non-binding Letter of Intent (“LOI”), effective as of the date the last party signs below, is by and between the City of Barre, a Vermont municipality in the County of Washington, (“City”) and DEW Properties, LLC, a Vermont limited liability company with a principal place of business in Williston, Vermont, (“Developer”) regarding the City’s and Developer’s intent to enter into a binding agreement regarding the development of an affordable housing project in the City.

WHEREAS, the City owns a +/-0.41-acre parcel of land on Seminary Street, known as Parcel # 1295-VL00-0001, SPAN 036-011-10736 (“Seminary Street Parcel”) and wants it developed with an affordable housing project. The City also owns an adjacent, +/-0.19-acre parcel of land known as the “Campbell Street Lot,” which is known as Parcel # 0305-001-000, SPAN 036-011-12583. Together, the Seminary Street Parcel and Campbell Street Lot shall be known as the “Property”; and

WHEREAS, the City sought expressions of interest from developers to develop the Seminary Street Parcel, and Developer responded with a Letter of Interest dated February 14, 2024; and

WHEREAS, the Developer has experience with developing affordable housing projects; and

WHEREAS, the Property is located in the Barre City Downtown Tax Increment Financing District (“TIF District”); and

WHEREAS, the City is interested in Developer further exploring the construction of an affordable housing project on the Property (“Project”); and

WHEREAS, the City and Developer desire to enter into this non-binding LOI to allow the planning for the development of the Project subject to certain terms and conditions.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the City and the Developer agree as follows:

1. The Developer agrees at its sole cost and expense to undertake due diligence needed to determine feasibility of the Property for the Project, anticipating construction of approximately 28-30 units of affordable housing. Developer’s due diligence shall be complete on or before August 15, 2024, and upon completion of said due diligence, Developer shall have determined that the Project is financially viable, given projected income and expenses, including any expenses associated with meeting permit conditions and approvals.
2. Per the terms of a separate Purchase and Sale Agreement to be negotiated by the City and Developer, the City agrees to sell the Property to the Developer for nominal consideration of One Dollar (\$1.00) but no compensation will be paid to the City for the land, in exchange for Developer’s commitment to develop the Property with affordable housing units.
3. The aforesaid separate Purchase and Sale Agreement shall be negotiated and executed on or before August 30, 2024, unless mutually extended by the parties in writing. The Developer’s obligation to close on the acquisition of the Property is subject to its ability to secure all local and state permits required for the Project.
4. The City agrees to consider use of TIF District funds or indebtedness to pay for the design and construction of an appropriate infrastructure investment necessary for the Project (“Infrastructure”). The Infrastructure may include, but not be limited to, road improvements, sidewalks, curbing, street lights, water lines, sewer lines and stormwater infrastructure.

5. The Developer and the City agree to cooperate, work in good faith, and use commercially reasonable efforts to finalize, at such time and in such manner as is mutually agreed, all legal documents and agreements necessary to manifest their intended transaction as contemplated by this LOI.
6. The Developer and the City each agree to pay their own respective costs and expenses associated with the development of the Project on the Property, including but not limited to permitting, engineering and attorneys' fees and costs.
7. This Agreement may only be amended by a written agreement signed by both parties.

City of Barre

DEW Properties, LLC

By: _____
Duly Authorized Agent

By: _____
Duly Authorized Agent

Date: _____, 2024

Date: _____, 2024



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 4/23/2024

Agenda Item No. 8-B

AGENDA ITEM DESCRIPTION: Authorize buyout applications of landslide-impacted properties

SUBJECT: Flood recovery

SUBMITTING DEPARTMENT/PERSON: The Manager

STAFF RECOMMENDATION: Authorize Manager to submit applications for buyouts of impacted properties

BACKGROUND INFORMATION:

As a direct result of the July 2023 flood, there were several city and private properties impacted by landslides. Five property owners impacted by landslides have requested buyouts, and the Council has approved two of them (36 and 44 Pike Street). These buyouts were recommended by staff after it became clear that mitigation of the slides to make the homes safe was prohibitively expensive.

After similar review and discussions with experts, the City is similarly recommending that buyout applications be submitted for the remaining landslide-impacted properties as follows:

- **25 Oswald Street** – This home was destroyed by the same slide that afflicted the Pike Street homes. After review of the site, it is clear that rebuilding on the site is not advised.
- **5 Portland Street** – This home was destroyed and has already been demolished as it was a public safety hazard. After review of the site, it is clear that rebuilding on the site is not advised.
- **106 Currier Street** – This home remains standing, however it sits on a compromised lot. The City procured a study by a geotechnical specialist due to the complexity of this site. After review, the City was advised that rebuilding on the site would not be advisable until mitigation is completed on the site.

Vermont Emergency Management and the State Geologist have similarly reached these conclusions.

The City’s local share of the cost of buyout may be covered by the State, pending the final state budget. It is recommended that the City Council authorize a buyout application of these properties. The City Council will have an opportunity to reconsider these applications after we know whether there will be a City cost to the buyout.

If approved by the Council, a buyout application would be prepared by Vermont Emergency Management. While it is premature to estimate a buyout offer and predict a local share, the houses are assessed as follows:

- **25 Oswald Street** – \$103,700
- **5 Portland Street** - \$78,350
- **106 Currier Street** - \$163,400

ATTACHMENTS: (1) 25 Oswald Street report; (2) 5 Portland Street report; and (3) 106 Currier Street report

LEGAL AUTHORITY/REQUIREMENTS: [§104 of the City Charter](#)

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to process buyout applications for 25 Oswald Street, 5 Portland Street and 106 Currier Street.

Department of Environmental Conservation - Agency of Natural Resources

Vermont Geological Survey

1 National Life Dr., Davis 4

Montpelier, VT 05620

[phone] 802-461-5235

<https://dec.vermont.gov/geological-survey>

To: Stephanie Smith, State Hazard Mitigation Officer, Vermont Emergency Management
Cc: Brian Baker, Director, Barre City Public Works and Engineering
Nicolas Storellicastro, Barre City Manager

From: Benjamin DeJong – Vermont State Geologist, Vermont Geological Survey

Subject: Slope stability evaluation at 25 Oswald Street, Barre, Vermont

Date: September 28, 2023

Dear Ms. Smith,

On July 14, 2023, the Vermont Geological Survey (VGS) and our partners first observed the failed slope behind the 25 Oswald Street parcel (herein Parcel) in Barre City, Vermont that impacted the residential structure at that location (**Figure 1**). The Parcel sits just downgradient from a slope associated with a former rail bed that failed as a result of heavy rainfall (9+ inches) that fell between July 9-11, 2023 and apparently caused the rail bed and associated slope to become supersaturated and ultimately fail mid-day on July 11. This report documents the site conditions on and around the 25 Oswald Street property, including the former rail bed to the west, and demonstrates that the property was at imminent risk of landslide failure when heavy rains began to fall on July 9.

The Parcel consists of a 0.29-acre lot with a manufactured home that sat approximately parallel with the base of a slope associated with a former rail bed – see **Figure 1**. Based on evidence from historic topographic maps, the rail bed was in operation from sometime before 1922 until sometime before 1957 (**Figure 2**); in recent years, the former rail bed had been informally maintained (grass mowing and flower plantings) by local residents and used as a walking path – see **Figure 3A**. Recent (2018) aerial photographs show significant tree canopy between the former rail bed and Parcel. The substrate below the rail bed consists of relatively loose sand and gravel that includes both angular and rounded clasts that appear to be well drained (**Photograph 1**). The depth to native materials is unknown, and bedrock was not exposed in the vicinity of the Parcel. While the slope angle on the side of the former rail bed was not measured directly prior to the slope failure, the adjacent (intact) slope areas indicate a slope angle of approximately 36 degrees.

Based on rain gage data, parts of Barre City received 9+ inches of rain from July 9-11 that caused significant instability. Around 9:00 am on July 11, a neighbor

To preserve, enhance, restore, and conserve Vermont's natural resources, and protect human health, for the benefit of this and future generations.



observed and photographed tension cracks (cracks in the soil that are often indicative that a landslide is potentially initiating) that had begun to form on the former rail bed immediately upgradient of the Parcel (**Figure 3B**). The cracks grew significantly as a primary upper landslide scar in the following 90 minutes (**Figure 3C**), and the slope failed as a ~20-meter (65.6 feet) wide landslide along the upper landslide scar by 12:39 PM (**Figure 3D, E**). The landslide debris ran out nearly 60 meters (~197 feet) from there until coming to rest at the southwestern exterior wall of the residential structure at 19 Oswald – see **Figure 1** and **Photograph 2**. The residential structure at the Parcel was in the travel path of the landslide, and landslide debris knocked it off its slab and rotated it approximately 45 degrees – see **Figure 1**. During the same period, another extensive set of tension cracks began forming along the same eastern edge of the rail bed approximately 100 meters (328 feet) to the southeast; the slope has not yet failed there, but the slope continues to pose risk to two additional parcels there.

The tension cracks that formed along multiple locations along the former rail bed surface during the same storm event suggest that the Parcel and any improvements on it had been at imminent risk of landslide hazards during conditions of heavy, sustained precipitation such as those that persisted from July 9-11, 2023. If the City and the owner of the Parcel are interested in pursuing a buyout, it would be my recommendation that it be supported.



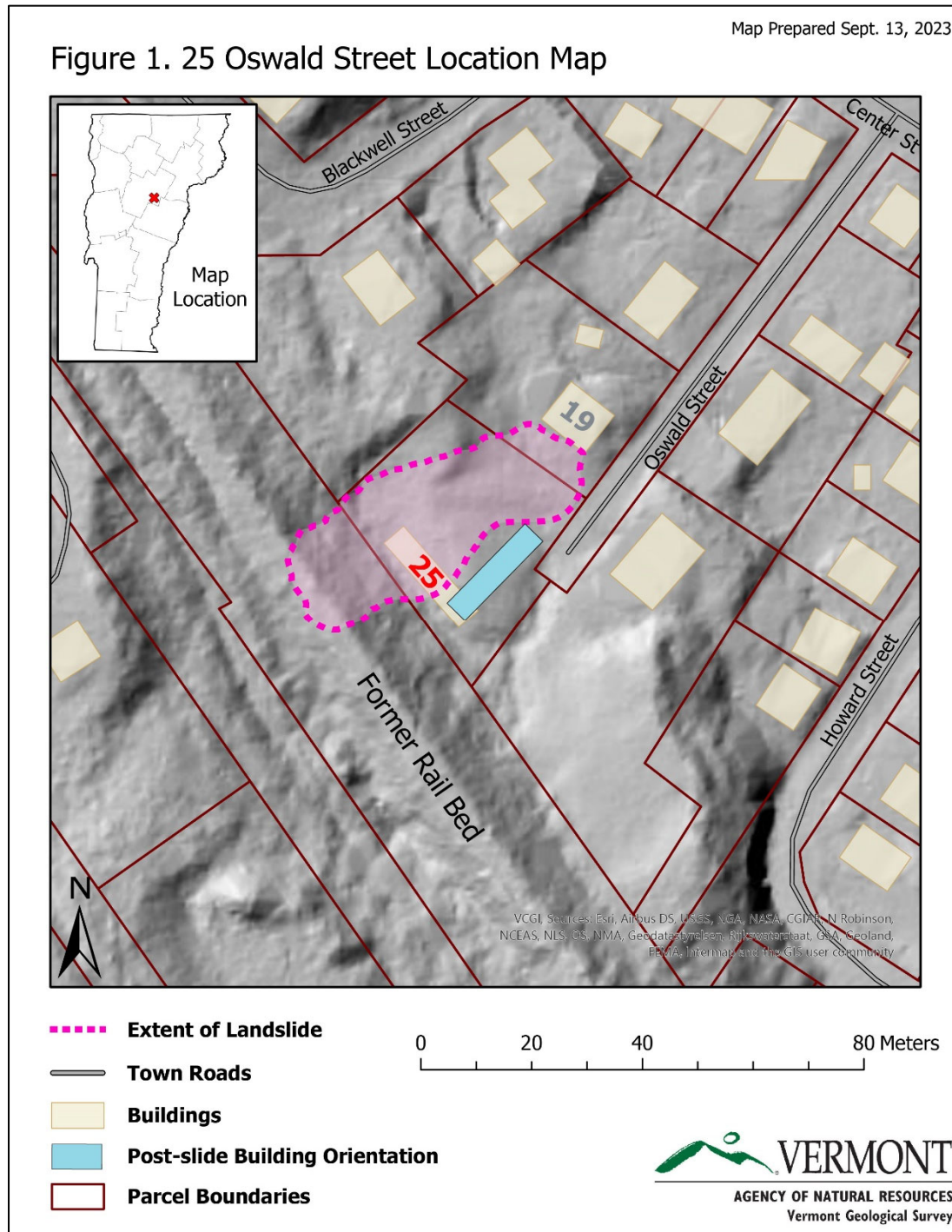
Figure 1. 25 Oswald Street Location Map


Figure 1: The area around 25 Oswald Street in Barre City shown over a light detection and ranging data (LiDAR) basemap that shows high-resolution topography before the July 9-11 storm event. The former (pre-slide) orientation of the residential structure at 25 Oswald is labeled, and the blue rectangle shows the post-slide orientation after it was knocked off its foundation slab.



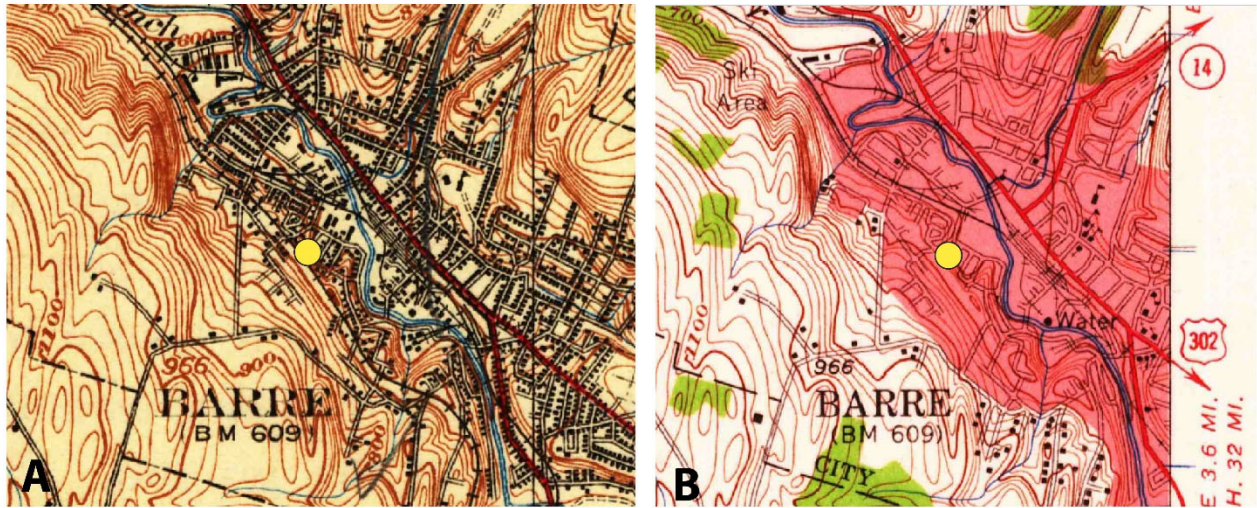


Figure 2: Historical topographic maps of Barre, Vermont from A) 1922, and B) 1957 with the 25 Oswald location marked with yellow dots. In the 1922 topographic map, a black line with hash marks indicates an active rail line crosses along the slope above the Oswald Street area; by 1957 the rail is no longer indicated along the same slope.





Figure 3: Photographs of the former rail bed above Oswald Street in Barre, VT taken: A) 6/6/2023, B) 9:03 AM on 7/11/2023, C) 11:30 AM on 7/11/2023, and D,E) 12:39 PM on 7/11/2023





Photograph 1: Former rail bed substrate consisting of sand and gravel as viewed from a location approximately 100 meters to the southeast; field notebook for scale.





Photograph 2: The toe of the landslide at 25 Oswald Street on July 14, 2023. The farthest traveled landslide debris came to rest against the exterior wall of the house at 19 Oswald Street shown on the right in this picture; geologist for scale.



Department of Environmental Conservation - Agency of Natural Resources
Vermont Geological Survey
1 National Life Dr., Davis 4
Montpelier, VT 05620
[phone] 802-461-5235
<https://dec.vermont.gov/geological-survey>

To: Stephanie Smith, State Hazard Mitigation Officer, Vermont Emergency Management
Cc: Brian McWalters, State Hazard Mitigation Officer, Vermont Emergency Management

From: Benjamin DeJong – Vermont State Geologist, Vermont Geological Survey

Subject: Landslide Evaluation at 5 Portland Street, Barre, Vermont

Date: February 8, 2024

Dear Ms. Smith,

In the early morning hours of July 11, 2023, trees began falling on the slopes behind the house at 5 Portland Street in Barre, VT (the Parcel; **Figure 1**), and shortly thereafter the slope failed, causing the house to shift approximately 6 feet off of its foundation and collapse (**Photograph 1**). The Vermont Geological Survey (VGS) and our partners were briefed on the damage during a meeting with Barre city officials on July 14, 2023, and visited the site on July 18, 2023. We observed landslide debris, the destroyed home, and the failed slope area directly above the residence. This report documents the site conditions on and around the Parcel and demonstrates that the property was at imminent risk of landslide failure when heavy rains began to fall on July 10, 2023.

The Parcel consists of a 0.4-acre lot improved with a home that sat approximately parallel with the base of a slope above it (**Figure 1**). Based on the account of the residents who were in the house when it was destroyed on July 11, the initiation of slope failure was signaled by falling trees; first, one on their car and then the snapping of multiple tree trunks behind the house. The slope then failed, causing debris to overrun the house and knock it off its foundation, trapping the residents inside until first responders assisted them out. During the VGS site visit on July 18, it was clear that the house was destroyed by a failed slope that was susceptible to failure particularly under conditions of extreme precipitation, as was experienced on July 10-11, 2023. The house was immediately red-tagged by the Barre City Fire Department and was demolished on DATE.

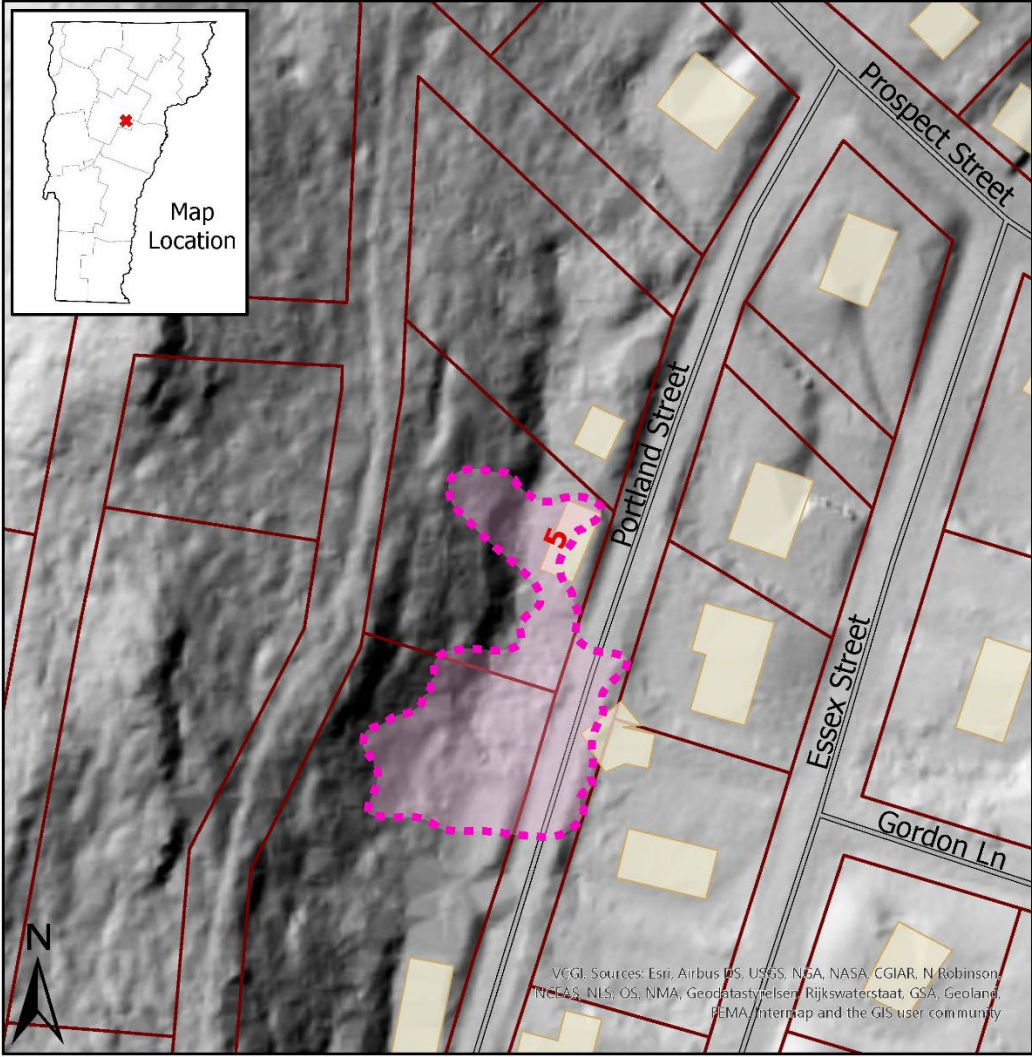
During our site visits on 7/18/2023 and on 8/4/2023, we observed at least three distinct landslide lobes. The landslide head scarp directly above the residence was approximately 20 feet higher than the house and was approximately 45 feet in length. Based on the failure surface and the debris on the landslide toe, the slope apparently failed as a rotational slump-flow. An adjacent failure was approximately 100 feet in length;

in all, around 13,000 square feet (1,200 square meters) of the Parcel and surrounding area were impacted by sliding (**Figure 1, Photograph 2**).

The slope surface consists of poorly sorted materials that appears to be native glacial till (**Photograph 3**). Intact bedrock was not directly observed on the slip face; however rock observed above the head scarp may be *in situ* bedrock. Pre-failure slopes were not directly observed, but topographic contours derived from Light Detection and Ranging data suggest that the slope directly above the residence was approximately 33 degrees (65%). Failure thus appears to be caused the saturation of fine-grained materials that sat on a steep slope. Large amounts of soil and trees were displaced downslope and were sitting in piles adjacent to the house and on the edge of Portland Street (**Photograph 4**).

The extensive slope failure above the residence at the Parcel and additional failures observed to the south of the residence suggest that the Parcel and any improvements on it had been at imminent risk of slope instability during conditions of heavy, sustained precipitation such as those that persisted from July 9-11, 2023. Had the slopes above the Parcel not failed on July 15, they would have remained at imminent risk of failure during future high-precipitation events, and therefore should be considered for buyout and permanent restrictions on reconstruction.

Figure 1. 5 Portland Street Location Map



- - - - **Extent of Landslide**
- Town Roads**
- Buildings**
- Parcel Boundaries**

0 20 40 80 Meters



Figure 1: The area around 5 Portland Street, Barre, Vermont shown over a basemap consisting of high-resolution light detection and ranging (LiDAR) elevation data before the July 10-11 storm event. The approximate extent of area impacted by landslides is delineated as the area shaded magenta.



Photograph 1: Close-up view of the house at 5 Portland Street, Barre, Vermont showing approximately 6 feet of displacement from the block foundation. Photograph taken August 4, 2023.



Photograph 2: Aerial drone imagery taken on July 12, 2023 showing the failed slope and landslide debris prior to cleanup along Portland Street. The destroyed house at 5 Portland Street is visible in the upper center of the photo. Note the additional large landslide debris lobe into Portland Street further to the south.



Photograph 3: View of the failure surface behind the house at 5 Portland Street. Photograph taken August 4, 2023.



Photograph 4: View of the house and landslide debris along Portland Street. Photograph taken August 4, 2023.

Mr. Brian Baker
Director of Public Works and Engineering
City of Barre
6 North Main Street, Suite 1
Barre, VT 05641

February 27, 2024
File No. 5927.08

Re: Geotechnical Summary Letter
106 Currier Street
Barre, Vermont

Dear Mr. Baker:

This letter summarizes the results of our geotechnical engineering services performed at the site of a slope failure behind 106 Currier Street located in the City of Barre, Vermont (the Site). This letter has been prepared by Sanborn, Head & Associates, Inc. (Sanborn Head) on behalf of the City of Barre (Client) in accordance with our proposal dated January 25, 2024, and is subject to the Limitations provided in Attachment A.

BACKGROUND

We understand that during the historic rainfall and subsequent flooding events in July 2023, an approximately 75-foot-long section of slope located along the western side of the residence at 106 Currier Street exhibited base erosion/sloughing and the formation of tension cracks near the crest of the approximately 35-foot-high slope. The approximate location of the slope instability is shown on the enclosed Figure 1 – Locus Plan.

To assist with our evaluation, Sanborn Head utilized a letter from the Vermont Geological Survey (VGS) prepared by State Geologist Benjamin DeJong, dated September 15, 2023 (attached) as well as published subsurface and topographic information (i.e., Natural Resource Atlas) developed by the Vermont Agency of Natural Resources (VT ANR).

INITIAL SITE RECONNAISSANCE

Sanborn Head performed a site reconnaissance on February 16, 2024 to visually review the condition of the slope and document pertinent site features. No subsurface explorations or global stability analyses were performed. Refer to Attachment B – Photographic Log depicting our field observations.

Based on available topographic information, the crest of the slope is located approximately 10 feet west of the existing residence. In general, the slope down to the adjacent unnamed stream is characterized by densely wooded vegetation with an overall slope angle varying from approximately 1H:1V to 1.5H to 1V. The subsurface materials at the Site are mapped as glacial till deposits over metamorphic bedrock (i.e., phyllite or schist).

During our site reconnaissance, Sanborn Head observed an approximately six-foot-tall vertical scarp that sloped steeply down to the unnamed stream channel. Two other similar shallow failure surfaces were observed on the western streambank. The existing slope appears to consist of numerous granite and concrete waste blocks and various vegetation cover. The referenced VGS letter indicates that the site was previously filled circa 1970 and has previously experienced a slope failure during the 1990's that impacted the existing structure. Online historical aerial photographs appear to support the concept that the site was filled sometime between 1966 and 1973.

Although the ground surface was snow covered during our site visit, similar conditions to those described in the VGS letter including several localized depressions, tension cracks, and soil separation from the existing foundation were observed along the slope crest.

DISCUSSION

Based on the information provided and our site reconnaissance, it is our opinion that the cause of the slope instability is likely due to increased water elevation and flow rate in the adjacent stream, resulting in erosion of the lower portion of the slope. A contributing factor is likely the type of material placed to create the building lot and the unknown manner in which the fill was placed. Information regarding the granite/concrete waste block placement and consistency is unknown but it is possible that repeated flooding activities may have removed soil, creating void space between the waste blocks.

It is our opinion that there is a potential for continued erosion and instability near the toe of slope, specifically in the vicinity of the near vertical scarp. Continued erosion and instability along the toe of slope will likely result in additional tension cracking and slope movement within the upper portions of the slope until a permanent repair is implemented. Additionally, elevated stream levels during significant flooding events may erode soil from the granite block matrix resulting in void space.

RECOMMENDATIONS

The following recommendations address the existing site conditions:

1. **Residence at 106 Currier Street.** It is our opinion that until a permanent, long term slope stabilization repair is completed and the subsurface conditions supporting the existing residence are evaluated, the referenced residential structure at the top of slope should not be occupied.
2. **Subsurface Evaluation.** Based on the proximity of the residential structure to the crest of the slope, Sanborn Head recommends the performance of a subsurface exploration program consisting of up to two (2) geotechnical test borings. Due to limited site access, the test borings would be performed near the crest of the slope. No subsurface explorations would be performed at the toe. The purpose of the subsurface exploration program is to evaluate the subsurface conditions at the site (i.e., soil strata and relative density, presence of massive rock/evaluation of rock fill, and depth to groundwater),



obtain geotechnical information for use in evaluating the stability of the slope, and to assist in developing repair concepts for consideration by the City of Barre. Additionally, it is recommended that a day of test pit excavations be performed to evaluate the consistency of the reported granite block fill.

It is anticipated that some laboratory testing will be required to estimate the in-situ soils engineering parameters. A slope stability analysis is recommended to estimate the slopes current factor of safety and to provide design recommendations for a long-term repair.

3. **Permanent Slope Stabilization.** Based on the results of the subsurface evaluation program, a permanent slope stabilization concept should be developed for the Site. The recommendations could include slope regrading, soil nailing, residential underpinning, etc.

These recommendations should be reviewed and approved by the City of Barre. We would be pleased to meet with the project team to discuss these recommendations in greater detail. We also recommend that the permanent stabilization methods and construction be reviewed by a qualified technician under the supervision of a geotechnical engineer familiar with this letter so that the completed improvements can be documented and modified in the field as necessary.

CLOSING

We appreciate this opportunity to be of service to you and look forward to providing continued assistance with this project. Should you have any questions regarding the letter, please do not hesitate to contact us.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.



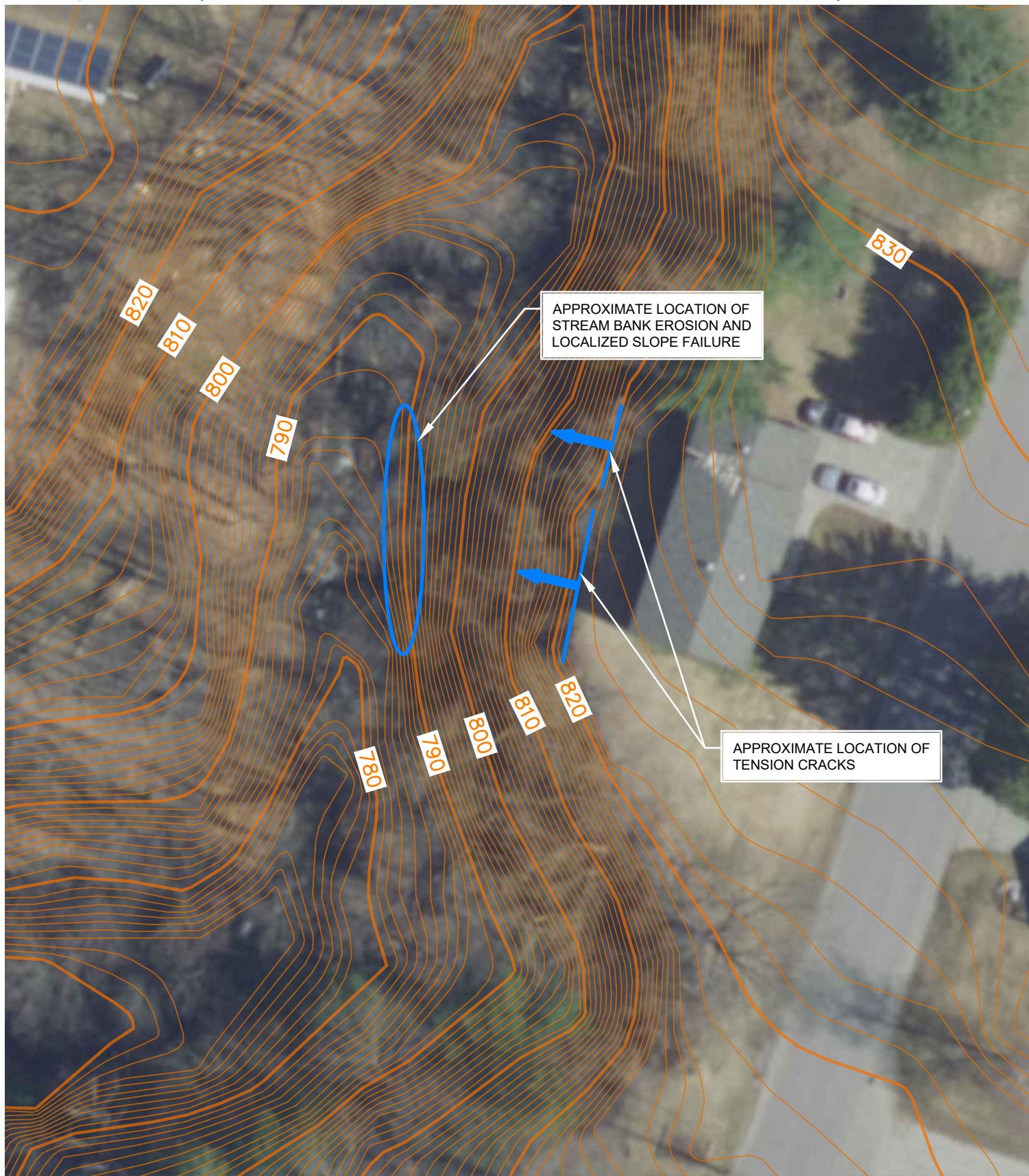
Matthew B. Van Rensler, P.E.
Senior Vice President

MBV/RMH/SPK: mbv

- Encl. Figure 1 – Locus Plan
Attachment A – Limitations
Attachment B – Photographic Log
Attachment C – Slope Stability Evaluation Letter by VT State Geologist



Figures



NOTE:
Aerial Image provided by ESRI through
ArcGIS Online.

Drawn By: A. Matthews
Designed By: M. Van Rensler
Reviewed By: S. Kelley
Project No: 5927.08
Date: February 2024



Figure 1

Site Plan

Geotechnical Engineering
Services

106 Currier Street
Barre, Vermont

Attachment A

Limitations

ATTACHMENT A

LIMITATIONS

Explorations

1. The analyses and recommendations submitted in this letter are based in part on the information provided by the City of Barre and our visual observations. The nature and extent of variations in our visual observations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.

Review

2. In the event that any changes in the nature, design, or location of slope repairs are planned, the conclusions and recommendations contained in this letter shall not be considered valid unless the changes are reviewed and conclusions of the report modified or verified in writing by Sanborn Head.

Construction

3. It is recommended that this firm be retained to provide soil engineering services during the slope repair construction phases of the work. This is to observe compliance with the design concepts, specifications, or recommendations and to allow design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

Use of Letter

4. This Letter has been prepared for the exclusive use of the City of Barre, Vermont for the proposed slope repair at 106 Currier Street, in accordance with generally accepted soil and geotechnical engineering practices. No other warranty, expressed or implied, is made.
5. This Geotechnical Summary Letter has been prepared for this project by Sanborn Head for preliminary design purposes only and is not sufficient to prepare an accurate bid. Contractors wishing a copy of this report may secure it with the understanding that its scope is limited to preliminary design considerations only.

Attachment B

Photographic Log

Client Name: City of Barre, Vermont	Site Location: 106 Currier Street City of Barre, Vermont	Project No.: 5927.08
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Photo No.: 1 & 2	Date: 2/09/2024		
Description: View of fallen trees/vegetation near top of slope looking north and south, respectively. Note the two (2) slope failures (circled in red) on the adjacent stream bank (i.e., northwest of 106 Currier Street). See photo nos. 3 through 6 for greater detail.			

Photo No.: 3 & 4	Date: 2/09/2024		
Description: View of shallow infinite slope failure on adjacent stream bank (i.e., west of 106 Currier Street).			

Client Name: City of Barre, Vermont	Site Location: 106 Currier Street City of Barre, Vermont	Project No.: 5927.08
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Photo No.: 5 & 6	Date: 2/09/2024		
Description: View of slope failure on adjacent stream bank (i.e., northwest of 106 Currier Street).			

Photo No.: 7 & 8	Date: 2/09/2024		
Description: View of subsidence at top of slope, likely caused by slope movement. Refer to Vermont State Geologist (VSG), Benjamin DeJong's memorandum for photos of the top of slope in July 2023 (i.e., no snow cover).			

Client Name: City of Barre, Vermont	Site Location: 106 Currier Street City of Barre, Vermont	Project No.: 5927.08
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Photo No.: 9	Date: 2/09/2024	
Description: View of slope face looking north.		

Photo No.: 10	Date: 2/09/2024	
Description: View of stream channel looking north.		


Client Name: City of Barre, Vermont	Site Location: 106 Currier Street City of Barre, Vermont	Project No.: 5927.08
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Photo No.: 11	Date: 2/09/2024	
Description: View of slope face looking northeast. Note 106 Currier Street residence at top of slope. Vertical cut/ slope failure (circled in red). See photo nos. 12 and 13 for greater detail.		

Photo No.: 12	Date: 2/09/2024	
Description: View of slope failure on the southwest portion of slope looking northeast. 106 Currier Street residence circled in red.		

Client Name: City of Barre, Vermont	Site Location: 106 Currier Street City of Barre, Vermont	Project No.: 5927.08
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Photo No.: 13	Date: 2/09/2024	
Description: View of slope failure on the southwest portion of slope looking northeast. Note vertical cut of ± 6 feet and steep slope down to stream level. Note image depicts same failure as photo no. 12.		

Photo No.: 14 & 15	Date: 2/09/2024		
Description: View of soil separation from foundation of 106 Currier Street residence and settling/ shifting of generator pad.			

Attachment C

Slope Stability Evaluation Letter by VT State Geologist

Department of Environmental Conservation - Agency of Natural Resources

Vermont Geological Survey

1 National Life Dr., Davis 4

Montpelier, VT 05620

[phone] 802-461-5235

<https://dec.vermont.gov/geological-survey>

To: Stephanie Smith, State Hazard Mitigation Officer, Vermont Emergency Management
Cc: Brian Baker, Director, Barre City Public Works and Engineering
Nicolas Storrellicastro, Barre City Manager

From: Benjamin DeJong – Vermont State Geologist, Vermont Geological Survey

Subject: Slope stability evaluation at 106 Currier Street, Barre, Vermont

Date: September 15, 2023

Dear Ms. Smith,

On July 14, 2023, the Vermont Geological Survey (VGS) and our partners first observed unstable slope behind the residential structure at 106 Currier Street in Barre City (**Figure 1**). Based on extensive tension cracks that had formed in the yard as a result of intense rains on July 10-11, it was immediately advised that the propane tank be removed from the edge of the steep slope behind the house and the power be cut to the house; the Barre City Fire Department (BCFD) placed a red tag on the house that day saying “DO NOT ENTER OR OCCUPY; Geotechnical evaluation needed, active land movement”. The resident vacated the house at that time and it has been empty since. This memorandum serves as a formal report of our assessment of slope instability at the site, including: 1) a timeline of slope development and assessment since the July 10 -11 storms; 2) our observations of the slope and parcels in question; and 3) our recommendation for a buyout of the parcel.

While visiting a number of sites in Barre City with landslide failures on July 14, 2023, the VGS received an urgent call from the BCFD requesting that we visit the parcel at 106 Currier Street because tension cracks were forming in the lawn. When we arrived onsite, we observed a number of tension cracks on the <4 meter (<13.1 feet) grassy lawn area between the house and the steep, failing slope above the brook behind the house (**Photograph 1; Figure 1**). A sinkhole had also formed on the top lawn, likely indicating subsurface erosion was occurring. Soils were separating from the foundation at the northwestern corner of the house and along the back of the house (**Photograph 2**). It was clear that the brook had eroded soils away from the base of the slope below the house (**Photograph 3**), and two other small bank failures were observed along the banks on either side of the brook – see **Figure 1**. The resident pointed out growing gaps in drywall seams on a newly renovated portion of the basement level interior that

To preserve, enhance, restore, and conserve Vermont's natural resources, and protect human health, for the benefit of this and future generations.



appeared to indicate recent settling of the house itself, possibly due to landslide development processes.

Following our site visit on July 14, a neighbor who has lived in the Currier Street area since 1957 provided the owner at 106 Currier Street with additional historical information about her parcel that suggest a history of failure. They indicated that the building lot for her house was extended outward in the 1970s through the placement and grading of many truckloads of fill, primarily consisting of waste granite blocks. This slope failed sometime during the 1990s, leaving the southwestern corner of the house temporarily unsupported and suspended. According to the neighbor's account, additional fill materials were brought in to repair the slope at that time and to build up the substrate under the foundation again. This history is consistent with slope materials we observed between the maintained lawn and the brook, which consist of fill that includes large (up to 1 meter (~3 feet)) waste granite blocks (**Photographs 3 and 4**); no native materials have been observed along the slope.

The VGS again revisited the site on August 1, 2023 with geotechnical engineers from the Pennsylvania Department of Transportation. Prior to our visit, on July 25, 2023, the resident informed us that soils had started to separate from the foundation at the other (southwest) corner of the house. We confirmed this observation during our site visit and also observed larger separation between the house foundation and the soils at the northwest corner of the house, which has continued to grow (**Photograph 2**). Grass had started to grow in and conceal some of the cracks we observed on July 14, 2023 while new, fresh cracks had opened up in other locations. Based on observations made during this visit on top of the slope and along the steep portions of the failing slope, the group collectively agreed that the slope remained active and that the foundation of the dwelling would be significantly impacted without mitigation, particularly within the 5-year timeframe.

Based on the history of failure at this parcel and on site conditions observed over the past two months of monitoring, I would consider this parcel to be at imminent risk of failure. The slope clearly remains active from the base, near the brook, up to the top of the slope at the house foundation. Soils continue to separate further from the rear foundation wall and additional materials continue to mobilize off the steep face of the slope toward the brook below. Tension cracks are forming and enlarging along the flat, narrow lawn at the top of the slope, and without substantial mitigation will continue to do so. Because of these observations, it is recommended that the house be permanently condemned and bought out.



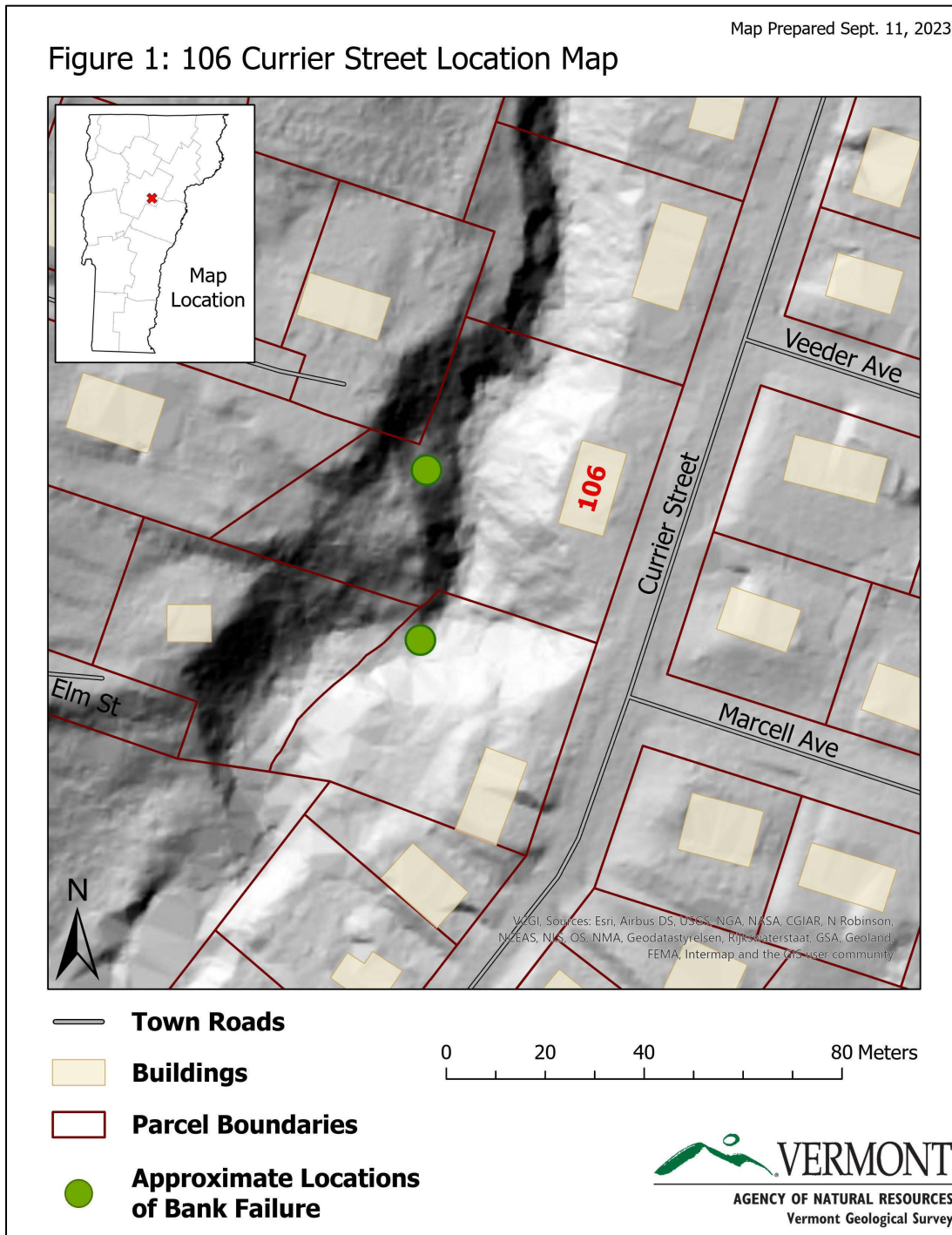
Figure 1: 106 Currier Street Location Map


Figure 1: The area around 106 Currier Street in Barre City shown over a light detection and ranging data (LiDAR) basemap that shows high-resolution topography before the July 10-11 storm event. The dark area in the image is the location of a brook that is eroding the base of the slope (stream flow is toward the bottom of the figure); note the relatively small strip of flat land between the built structure at 106 Currier Street and the steep slope.





Photograph 1: View looking south past the southwest corner of the house at 106 Currier Street showing multiple locations of tension cracks (painted orange) on July 14, 2023. The distance from the corner of the house to the edge of the steep slope is 3.4 meters (11.2 feet).





Photograph 2: Separation of the soils from the foundation at the northwest corner of the house. The separation opened up during the July 10-11 storms but did not widen significantly for the ensuing month, but then significantly widened between August 10-August 31.





Photograph 3: View looking north along the brook at the base of the slope below 106 Currier showing the failed base of the slope. The residential structure at 106 Currier Street is located directly on top of this slope; geologist for scale.





Photograph 4: Same view as Photograph 3 looking north with a close-up view of fill materials making up the slope below 106 Currier Street. Note the roots hanging over the edge of the slope that were exposed following failure of the slope base, as well as fallen trees in the background; geologist for scale.





City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 4/23/2024**

Agenda Item No. 8-C

AGENDA ITEM DESCRIPTION: Stagger committee terms to provide appointment balance

SUBJECT: Municipal bodies & appointments

SUBMITTING DEPARTMENT/PERSON: The Manager

STAFF RECOMMENDATION: Allow for limited one-time 3-year term appointments to provide balance in expiration dates of committee membership

BACKGROUND INFORMATION:

The terms of Barre City non-statutory municipal bodies are for two years. These terms expire on June 30. While most committees have balance in the number of seats that expire any given year (i.e. out of 7 seats, 3 expire this year and 4 expire next year), there are some committees that for some reason have an uneven balance of expiring terms. For example, this year 7 of 9 seats on the Cemeteries Committee are expiring.

In order to provide for continuity and institutional knowledge on committees, City staff recommends that the City Council make a limited number of appointments this year for 3-year terms to restore balance to the dates when seats expire. This action would apply to the following committees:

- Cemeteries: 2 seats are appointed for 3-year terms
- Cow Pasture Stewardship: 1 seat appointed for a 3-year term
- Justice, Equity, Diversity, Inclusion & Belonging: 1 seat appointed for a 3-year term

LEGAL AUTHORITY/REQUIREMENTS: [City of Barre Municipal Bodies & Appointments Policy](#)

RECOMMENDED ACTION/MOTION:

Move to change the terms of 2 seats on the Cemeteries Committee, 1 seat on the Cow Pasture Stewardship Committee, and 1 seat on the Justice, Equity, Diversity, Inclusion, & Belonging Committee to 3-year terms on a one-time basis to ensure staggering of expiration dates.

Agenda Item 8-D

April 23, 2024

2nd Hearing Warned 7:00PM – 2024 Proposed Charter Changes

Note: The Charter change to restrict eligibility to serve on City committees has been withdrawn by the sponsor.

1. Charter changes associated with elimination of school district language
2. Charter changes associated with moving Town Meeting Day to May
3. Charter changes to allow 16 & 17 year olds to vote in local elections (except school-related elections)
4. Charter changes related to separating the clerk and treasurer positions, and making treasurer appointed.

CHAPTER 1

Sec. 110. Fiscal year.

The fiscal year of the City [~~and the City School District~~] shall begin the first day of July and end on the last day of June of each calendar year. The fiscal year shall constitute the budget and accounting year as used in this charter. (Amend of 5-8-12)

Sec. 111. Bonding of city officials.

The Mayor, councilors, members of the Police Department, City Manager, Finance Director, Superintendent of Public Works, Tax Collector, [~~and~~] Clerk, and Treasurer shall annually be bonded to the City for the faithful discharge of their respective duties, as provided by state statute and the expense of said bonds to be paid by the City.

CHAPTER 2

Sec. 202. Time of elections and meetings.

(a) The annual city meeting of the city for the election of officers, the voting of budgets, and any other business included in the warnings for said meeting, shall be held on the [~~first~~] **second** Tuesday in [~~March~~] **May**, unless otherwise legally warned by the council. (Amend. Of 05/10/05, Amend. Of 11/07/06)

(b) The election of officers and the voting on all questions shall be by the Australian ballot system. The ballot boxes shall be open for twelve (12) consecutive hours at times to be determined and warned by the Board of Civil Authority. (Amend. 4/21/93)

(c) The warning for annual and special City meetings shall, by separate articles, specifically indicate the business to be transacted, including the offices and the questions to be voted upon. The warning also shall contain any legally binding article or articles requested by 10 percent of the registered voters of the City. Petitions requesting that an article or articles be placed on the warning shall be filed with the City Clerk on or before the filing deadline set forth in 17 V.S.A. § 2642(a)(3). (Amend. 5/4/17)

Sec. 203. Special city [~~and school district~~] meetings.

Special city meetings [~~and special school district meetings,~~] shall be called in the manner provided by the laws of the state and the voting on all questions shall be by the Australian ballot system [~~, except for budget votes as provided in section 207(d).~~]. (Amend. of 11/08/83)

Sec. 205. Officers elected.

(a) (1) The legal voters **and Barre City resident youth ages 16 and 17 years old** shall elect biennially a Mayor ~~and one person to serve as Clerk and Treasurer~~ **and a Clerk.** (Amend. of March 2, 2021)

(2) Annually, the legal voters **and Barre City resident youth ages 16 and 17 years old** of each ward shall elect from among the legal voters of their respective wards one councilor for a term of two years.

~~[(3) Annually, the legal voters shall elect three school commissioners to serve for a term of three years, as follows:~~

~~(A) at the 2019 annual City meeting, and each successive three year cycle after that, three school commissioners;~~

~~(B) at the 2020 annual City meeting, and each successive three year cycle after that, two school commissioners;~~

~~(C) at the 2021 annual City meeting, and each successive three year cycle after that, two school commissioners~~

~~(b) The legal voters shall elect annually Spaulding Union High School District School Board members in the manner, number, and term limit as is specified in the Barre City/Barre Town Union High School Agreement, dated November 30, 1986, or any such successor document.]~~

Sec. 206. Vacancies.

~~[(a)]~~ In case of vacancy of any elected municipal city officer, except a councilor ~~[or school commissioner]~~, occasioned by death, removal from the City, resignation or inability to serve, such vacancy, unless herein otherwise provided, shall be filled by appointment by the City Council until the next annual election. In such case, nomination may be made by any member for the Council. (Amend. of 5/09/06)(Amend of 5/8/12)

~~[(c) In case of a vacancy of any school commissioner, occasioned by death, removal from the City, resignation, or inability to serve, such vacancy, unless herein otherwise provided, shall be filled by appointment by the remaining members of the School Board until the next annual election. In such case, nomination may be made by any member of the School Board.]~~

.....
Chapter III. CITY COUNCIL

Sec. 301. {Governing body.}

The City shall be governed by an elected Council and by an appointed City Manager and by such other officers and employees as may be duly appointed pursuant to this charter, City ordinances or general laws of the State of Vermont. (Amend of 5/8/12)

(1) The City Council shall consist of the Mayor and two (2) councilors for each ward who shall serve for a term of two (2) years. (Amend of 5/8/12)

(2) Within the limitations of the foregoing, the council shall have the power to:

(a) Appoint and remove the City Manager and supervise, create, and abolish offices, commissions or departments other than the offices, commissions or departments established by this charter.

(b) Appoint and remove a Treasurer and such Assistant Treasurers as shall be deemed necessary. The Treasurer shall be responsible for the performance of all duties as required

of a municipal treasurer in Vermont Statutes Annotated, Titles 24 and 32, and all other enactments related to the duties of a municipal treasurer.

~~{(b)}~~ **(c)** Assign additional duties to offices, commissions or departments established by this charter, but may not discontinue or assign to any other office, commission or department duties assigned to a particular office, commission or department established by this charter.

~~{(c)}~~ **(d)** Make, amend, and repeal ordinances.

~~{(d)}~~ **(e)** Adopt an official seal of the City.

Sec. 315. {Compensation of City officials.}

Compensation of Mayor, councilors and other appointees and City officers: (Amend of 5/8/12)

(a) The Mayor and councilors shall receive compensation in an amount as may be voted by the voters of the City at a meeting duly warned for said purpose. (Amend of 5/8/12)

(b) The City Council shall fix the compensation of all other appointees, and employees, except as otherwise provided in this charter.

(c) When the legal voters have authorized an annual City ~~[and school]~~ budget, the City Council ~~[, School Board,]~~ and/or the City Manager shall not authorize appropriations, expenditures or payment in excess of the amount voted. Deficit spending shall be prohibited by the City of Barre ~~[and the City of Barre Schools].~~

CHAPTER 4

~~[Sec. 413. School District.~~

~~The City treasurer shall be treasurer of the City of Barre School District and shall have the same duties, powers and liabilities of a treasurer of a town school district, except as otherwise provided.]~~

CHAPTER 5

~~[ARTICLE IX. BOARD OF SCHOOL COMMISSIONERS~~

~~Sec. 516. Powers and duties.~~

~~(a) Except as otherwise provided, the school commissioners, elected as herein before provided, shall have the same duties, powers and liabilities prescribed for school directors of town school districts. They shall compose the board of school commissioners of the City of Barre School District, with the same duties, powers and liabilities of the board of school directors of a town school district. The board of school commissioners shall consist of seven members; each serving a term of three years.~~

~~(b) The board of school commissioners shall have the care and custody of all the property belonging to, or used for, the public schools located in the city. Payments due or to become due on bonds and interest thereon, used by the city of Barre for school purposes, shall be paid by the City of Barre School District.~~

(c) No later than 45 days prior to the annual meeting date each year, the board of school commissioners shall present to the city council its budget requests for the next fiscal year.

(d) The board shall appoint from among its members, a clerk who shall have the same duties and responsibilities as prescribed by statute.

Sec. 517. Appointment of superintendent and principal; compensation; term.

The school commissioners shall annually appoint a superintendent of schools and a principal of high schools and shall fix their compensation which shall be paid by the school commissioners in the same manner as other expense for the support of schools; and for cause of incapacity, negligence or misconduct, they may remove such officers and shall by appointment fill any vacancy in such office arising from any cause. The superintendent shall perform all such duties in connection with the public schools of the city as shall be assigned him by the board of school commissioners and as may be prescribed by law. He shall annually report to the city council such statistics as are required by law and such other information as the school commissioners shall direct.]