

**REGULAR COUNCIL MEETING
Tuesday, May 31, 2022, 7:00 pm**

**This is a Hybrid Meeting (In-person and Virtual)
Council Chambers City Hall**

Join Zoom Meeting

<https://us06web.zoom.us/j/84252117452?pwd=bnlYa2VpYU1ESWxJZDd3T3BkWEFKQT09>

Meeting ID: 842 5211 7452

Passcode: 502351

One tap mobile

929-205-6099

Page No.	Agenda
	1. Call to Order – 7:00 pm
	2. Adjustments to the Agenda
	3. Visitors and Communications
	4. Consent Agenda
	A. Approval of Minutes:
4	1. Special City Council Meeting May 23, 2022
6	2. Special and Regular City Council Meeting May 24, 2022
9	3. Special City Council Meeting May 25, 2022
	B. Approval of City Warrants from Week of Wednesday, June 1, 2022
10	C. Clerk’s Office Licenses and Permits
11	D. Authorize City Manager to sign the Downstreet Housing Recovery Residence Grant Agreement 07110-IG-Barre C-51 and Resolution 2022-06
47	E. Approve Legal Services RFQ
	5. City Clerk & Treasurer Report
	6. Liquor Control Board
	7. City Manager’s Report
	8. Unfinished Business: None
	9. New Business
	A. Authorize Award of No. Main St. Pump Station Construction Contract to Neil H. Danie Construction, Ascutney Vermont
53	B. Approval of Assessment of Local Options Sales Tax (Clerk)
56	C. Clerk/Treasurer Annual Review, Set Compensation (Clerk)
	D. Discussion of a stipend for the Manager’s Search Committee (Councilor Stockwell)
	10. Upcoming Business
	11. Roundtable
	12. Executive Session – As Needed
	13. Adjourn

Steven E. Mackenzie, P.E., City Manager

*The portion of this meeting starting at 7:00 pm will be taped for re-broadcast on Channel 194 CVTV and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon
CVTV Link for meetings online – cvtv723.org/*

OTHER MEETINGS AND EVENTS

Check the City Website for Meeting Warnings, Agendas, Meeting Location and Log-in Instructions.

Monday, May 30

Memorial Day, City Hall Closed

Wednesday, June 1

Homelessness Task Force, 7pm, Hybrid (ZOOM and Council Chambers)

Thursday, June 2

Cow Pasture Committee, 5:30pm, Venue is the Cow Pasture. If weather is not conducive for an outside meeting, please look at the Agenda for the ZOOM information.

Development Review Board, 7pm, Hybrid (ZOOM and Council Chambers)

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

To be approved at 05/31/2022 Barre City Council Meeting

**Special Meeting of the Barre City Council
Held May 23, 2022**

The Special 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 Barre City Hall. In attendance in person or virtually were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilor Michael Deering.

Absent: From Ward III, Councilor Samn Stockwell.

Others present: City Manager candidate Nicolas Storellicastro.

Adjustments to the Agenda: NONE

Executive Session –

Councilor Lauzon made the motion to find that premature general public knowledge of personnel discussions associated with the city manager search would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Cambel. **Motion carried.**

Council went into executive session at 6:00 PM to discuss personnel under the provisions of 1 VSA § 313 on motion of Councilor Waszazak, seconded by Councilor Lauzon. Nicolas Storellicastro was invited into the executive session. **Motion carried.**

Council came out of executive session at 7:30 PM on motion of Councilor Lauzon, seconded by Councilor Deering. **Motion carried.**

There was no action taken.

The meeting adjourned at 7:30 PM on motion of Councilor Lauzon, seconded by Councilor Cambel. **Motion carried.**

There is no recording of this meeting.

**Special Meeting of the Barre City Council
Held May 23, 2022**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 7:35 PM at Barre City Hall. In attendance in person or virtually were: From Ward I, Councilors Emel Cambel and Thom Lauzon; from Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilor Michael Deering. City staff members present were Manager Steve Mackenzie, Fire Chief Doug Brent, Finance Director Dawn Monahan, Buildings and Community Services Assistant Director Stephanie Quaranta, Human Resources Director Rikk Taft, and Clerk/Treasurer Carol Dawes.

Absent: From Ward III, Councilor Samn Stockwell

Others present: City Manager candidate Nicolas Storellicastro and Manager Task Force chair Amanda Gustin.

Adjustments to the Agenda: NONE

To be approved at 05/31/2022 Barre City Council Meeting

New Business –

A) City Manager Finalist Candidate – Community Introduction.

Manager Search Task Force chair Amanda Gustin introduced candidate Nicolas Storellicastro, who gave a presentation on building a more resilient and adaptable Barre post-COVID, as part of his day-long meetings, interviews, and tours of the City.

Council thanked Mr. Storellicastro for his presentation and interest in the position of City Manager.

Mayor Hemmerick recessed the meeting at 8:07 PM.

Mayor Hemmerick called the meeting back into session at 8:20 PM.

Executive Session –

Councilor Lauzon made the motion to find that premature general public knowledge of personnel discussions associated with the city manager search would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Cambel. **Motion carried.**

Council went into executive session at 8:20 PM to discuss personnel under the provisions of 1 VSA § 313 on motion of Councilor Cambel, seconded by Councilor Waszazak. **Motion carried.**

Council came out of executive session at 8:40 PM on motion of Councilor Deering, seconded by Councilor Lauzon. **Motion carried.**

There was no action taken.

The meeting adjourned at 8:20 PM on motion of Councilor Waszazak, seconded by Councilor Cambel. **Motion carried.**

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

To be approved at 05/31/2022 Barre City Council Meeting

**Special Meeting of the Barre City Council
Held May 24, 2022**

The Special 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 Barre City Hall. In attendance in person or virtually 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.

Absent: NONE

Others present: City Manager candidate Matthew Selby.

Adjustments to the Agenda: NONE

Executive Session –

Councilor Stockwell made the motion to find that premature general public knowledge of personnel discussions associated with the city manager search would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Cambel. **Motion carried.**

Council went into executive session at 6:02 PM to discuss personnel under the provisions of 1 VSA § 313 on motion of Councilor Cambel, seconded by Councilor Lauzon. Matthew Selby was invited into the executive session. **Motion carried.**

Council came out of executive session at 7:26 PM on motion of Councilor Lauzon, seconded by Councilor Stockwell. **Motion carried.**

There was no action taken.

The meeting adjourned at 7:26 PM on motion of Councilor Deering, seconded by Councilor Lauzon. **Motion carried.**

There is no recording of this meeting.

**Special Meeting of the Barre City Council
Held May 24, 2022**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 7:32 PM at Barre City Hall. In attendance in person or virtually 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. City staff members present were Manager Steve Mackenzie, Fire Chief Doug Brent, Deputy Fire Chief Joe Aldsworth, Finance Director Dawn Monahan, Buildings and Community Services Assistant Director Stephanie Quaranta, Human Resources Director Rikk Taft, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Others present: City Manager candidate Matthew Selby, and members of the Manager Search Task Force – Amanda Gustin (chair) and Michael Sitton.

Adjustments to the Agenda: NONE

To be approved at 05/31/2022 Barre City Council Meeting

Visitors and Communications –

Jonathan Williams announced he is running in the August Democratic primary for the Barre City representative to the Vermont statehouse.

Ron Tallman of the Barre Area Veterans Council thanked the Council for making arrangements to fly the large American flag over N. Main Street for Memorial Day weekend, and said the Veterans Council will be submitting requests to fly the flag during the Heritage Festival and for the week leading up to and including Veterans Day. Councilor Lauzon said he would sponsor the application. Resident Bernadette Rose asked to include the Fourth of July as a display date.

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - i. Special Council Meeting May 16, 2022
 - ii. Regular Council Meeting May 17, 2022
- B. City Warrants as presented:
 1. Approval of Week 2022-21, dated May 25, 2022:
 - i. Accounts Payable: \$585,051.05
 - ii. Payroll (gross): \$143,881.60
- C. 2022 Licenses & Permits: NONE

City Clerk & Treasurer Report –

Clerk/Treasurer Dawes reported on the following:

- Governor Scott has signed the City's charter changes bill, H.444. The bill takes effect immediately. Authorization to implement the local options sale tax is on next week's Council agenda.

Liquor Control Board – NONE

City Manager's Report – Manager Mackenzie reported on the following:

- Spring water main flushing is taking place this week.
- The large American flag will be up for Memorial Day from this Friday to next Tuesday.
- Volunteer recruitment applications are being accepted through next week. A list of available slots has been published in the newspaper, and is on the website.
- Closing in on final contract numbers for the N. Main Street pump station project, and hope to bring the contract to Council for approval over the next two weeks.
- Memorial Day parade and ceremonies are scheduled for Monday, May 30th.

Unfinished Business – NONE

New Business –

A) City Manager Finalist Candidate – Community Introduction.

Manager Search Task Force chair Amanda Gustin introduced candidate Matthew Selby, who gave a presentation on an effective approach to studying, planning for, and financing infrastructure needs over the next decade, as part of his day-long meetings, interviews, and tours of the City.

Council thanked Mr. Selby for his presentation and interest in the position of City Manager.

Round Table –

Councilor Deering said the MMA wrestling event at the auditorium this past weekend was great.

To be approved at 05/31/2022 Barre City Council Meeting

Executive Session –

Councilor Lauzon made the motion to find that premature general public knowledge of personnel discussions associated with the city manager search would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Stockwell.

Motion carried.

Council went into executive session at 8:05 PM to discuss personnel under the provisions of 1 VSA § 313 on motion of Councilor Cambel, seconded by Councilor Stockwell. Human Resources Director Rikk Taft and Manager Search Task Force chair Amanda Gustin were invited into the executive session. **Motion carried.**

Council came out of executive session at 9:00 PM on motion of Councilor Waszazak, seconded by Councilor Stockwell. **Motion carried.**

There was no action taken.

The meeting adjourned at 9:02 PM on motion of Councilor Lauzon, seconded by Councilor Cambel. **Motion carried.**

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

To be approved at 05/31/2022 Barre City Council Meeting

**Special Meeting of the Barre City Council
Held May 25, 2022**

The Special 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 Barre City Hall. In attendance in person or virtually 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. City staff members present were City Manager Steve Mackenzie and Human Resources Director Rikk Taft.

Absent: NONE

Others present: NONE

Adjustments to the Agenda: NONE

Executive Session –

Councilor Lauzon made the motion to find that premature general public knowledge of personnel discussions associated with the city manager search, and union contract negotiations, would clearly place the City of Barre at a substantial disadvantage should the discussions be public. The motion was seconded by Councilor Waszazak. **Motion carried.**

Council went into executive session at 6:04 PM to discuss personnel and negotiations under the provisions of 1 VSA § 313 on motion of Councilor Stockwell, seconded by Councilor Cambel. Manager Mackenzie and Rikk Taft were invited into the executive session. **Motion carried.**

Manager Mackenzie left the executive session at 6:45 PM.

Manager Search Task Force vice chair Michael Sitton was invited to join the executive session at 7:35 PM.

Mr. Sitton left the executive session at 7:44 PM.

Mr. Taft left the executive session at 7:45 PM.

Council came out of executive session at 8:02 PM on motion of Councilor Lauzon, seconded by Councilor Waszazak. **Motion carried.**

There was no action taken.

The meeting adjourned at 8:04 PM on motion of Councilor Stockwell, seconded by Councilor Cambel. **Motion carried.**

There is no recording of this meeting.

Respectfully submitted,

Carolyn S. Dawes, City Clerk



**Permit List to Council
May 21, 2022 to May 26, 2022**

Planning, Permitting & Assessing Services
6 N. Main Street, Suite 7 ~ Barre, VT 05641

Street #	Street Name	Permit#	Permit Type	Work Description	Issue Date	Owner Name
43	Nelson Street	B22-000031	Building Permit	Installation of 16'x16' shed on crushed stone.	05/26/2022	John E & Gloria D Patterson
14	Hill Street	B22-000032	Building Permit	Changing out 2 windows to egress windows 1st and 2nd floor	05/26/2022	WILLY JANE PATRY
14	Howard Street	B22-000033	Building Permit	Adding interior walls to make a 13'x10' room in basement.	05/26/2022	Garry Parzych & Shannon M Warden
314	Prospect Street	B22-000034	Building Permit	Extending deck off existing rear deck by 16'x18' section and will be covered; railing to stay on existing section, privacy panels on new portion.	05/26/2022	William J Haddock Jr. & Angela M Haddock
19	Perrin Street	E22-000046	Electrical Permit	ES-01537 (1). Adding Heat pump/AC system to home.	05/26/2022	Susan Paruch
240	N Main Street	E22-000047	Electrical Permit	EM-03280. Complete rewire for retail space.	05/26/2022	Elizabeth Manriquez
27	Brooklyn Street	E22-000048	Electrical Permit	EM-04360. Replace service, move breaker panel and install range outlet	05/26/2022	Austin T Grant
355	N Main Street	E22-000049	Electrical Permit	ES-01386. Replace one (1) rooftop HVAC unit and related wiring for the Rent-A-Center tenant.	05/26/2022	C/O Richard David Downtown Barre Development
314	Prospect Street	Z22-000023	Zoning Permit	Extending deck off existing rear deck by 16'x18' section and will be covered; railing to stay on existing section, privacy panels on new portion.	Issued 05/26/22;	William J Haddock Jr. & Angela M Haddock
43	Nelson Street	Z22-000024	Zoning Permit	Installation of a 16'x16' shed on crushed stone	Issued 05/26/22;	John E & Gloria D Patterson
6	Elmore Street	Z22-000025	Zoning Permit	Change of use from 5-Unit (2-unit in house and approved 3-unit in barn never converted) to Single Family Home	Issued 05/26/22;	SUPERNAULT MERTON A & ROMERO JUDY A

City of Barre, Vermont
“Granite Center of the World”

ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: April 26, 2022

Consent Item No.: 4.D **Discussion Item No.** _____ **Action Item No.** _____

AGENDA ITEM DESCRIPTION: Authorize City Manager to sign the Downstreet Housing Recovery Residence Grant Agreement 07110-IG-Barre C-51 and Resolution 2022-06

SUBJECT: Approval to execute Downstreet Housing’s Recovery Residence Grant Agreement

SUBMITTING DEPARTMENT or PERSON: Janet Shatney, Planning Director

STAFF RECOMMENDATION: Allow the Manager to execute the Recovery Residence grant agreement and have the Mayor and City Councilors sign the resolution

STRATEGIC OUTCOME/PRIOR ACTION: With the grant agreement executed, Downstreet and the City will be able to start completing required items and begin requisitions.

EXPENDITURE REQUIRED: The City’s match is a \$5,000 required match

FUNDING SOURCE(S): CDBG (Community Development Block Grant) funds for \$1,000,000

LEGAL AUTHORITY/REQUIREMENTS: State of Vermont ACCD

BACKGROUND/SUPPLEMENTAL INFORMATION: This grant agreement is for Downstreet Housing to renovate 31 Keith Avenue into their Recovery Residence, a building with 3 units for women and women with children.

LINK(S): N/A

ATTACHMENTS: Grant Agreement and Resolution 2022-06

INTERESTED/AFFECTED PARTIES: Downstreet Housing, City of Barre; Taxpayers

RECOMMENDED ACTION/MOTION: I recommend the attached Grant Agreement be approved for execution and Councilors sign the resolution.

May 19, 2022

Steven Mackenzie, City Manager
City of Barre
6 North Main Street
Barre VT 05641

RE: 07110-IG-2020-Barre C-51; Barre Recovery Residence
Grant Agreement Offer

Dear Mr. Mackenzie:

Uploaded for your consideration is the Grant Agreement between the City and Barre and this Agency. Please review the offer carefully. **Prior to signing the Grant Agreement in the GEARS system your Legislative Body is required to adopt a resolution, Form PM-1. This form states the acceptance and responsibility of the terms and conditions of the Grant Agreement and designates the person with the overall responsibility and authority to execute all appropriate documents.** If it is satisfactory you need to log into your account in the GEARS system and go to the Grant Agreement and Amendment Documents page of the grant above, upload the signed Grant Agreement Resolution(s), certify, select your name, date and save the page and then change the status of the Grant to “Grant Agreement Accepted” by June 9, 2022. This will have the same legal effect as a hand-written signature.

If any information is incorrect in Part 1 & 2, or the Scope of Work in Attachment A, or Budget in Attachment B of the Grant Agreement as offered, please add a note with the suggested revisions on the page and change the status of the grant to "Grant Agreement Offer Mods Required". Changes may not be made to Attachments C, D, or E. The Agency shall take the requested changes into consideration and implement where discretion allows and will reoffer the Grant Agreement for you to sign.

Once pushed to “Grant Agreement Accepted” the Commissioner will receive a notification that it has been executed by the City of Barre and then will fully execute it in the GEARS system. You will receive a notification of this execution.

Before a request for funds can be processed, all requirements and special conditions as stated in the Grant Agreement must be satisfied. It is important to understand that some special conditions may have already been met, and if you have any questions in this regard please contact me. We recommend that you review the requirements set out in the Grants Management Guide, paying particular attention to **the chapter on [The Grant Agreement](#)**, and that you review your Grant Agreement carefully for all requirements.

Steven Mackenzie, City Manager
May 19, 2022
Page 2

If you have any questions regarding the Grant Agreement, please contact me by email Julia.Connell@vermont.gov or by phone at 828-5215.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julia Connell".

Julia Connell
Community Development Specialist

JC:cmb

Enclosures

cc: Nicola Andersen, Downstreet Housing and Community Development

STATE OF VERMONT GRANT AGREEMENT

Part 1 - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110-IG-2020-Barre C-51		² Original <u> X </u> Amendment # _____	
³ Grant Title: Barre Recovery Residence			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 1,000,000.00	
⁶ Total Award Amount: \$ 1,000,000.00			
⁷ Award Start Date: 4/5/2021		⁸ Award End Date: 6/30/2024	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 40530		¹¹ Grantee Name: City of Barre	
¹² Grantee Address: 6 North Main Street			
¹³ City: Barre		¹⁴ State: VT	
¹⁵ Zip Code: 05641			
¹⁶ State Granting Agency: Agency of Commerce and Community Development-DHCD			¹⁷ Business Unit: 07110
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: <u>\$2,157,901</u> Description: See Attachment B - Payment Provisions and Project Budget, Sources and Uses	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee UEI#: HG4DLHDB7YL3		²² Indirect Rate: N/A		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 6/30		_____ % (Approved rate or de minimis 10%)		²⁵ R&D: <input type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
14.228	Community Development Block Grant (CDBG)	\$0.00	\$500,000.00	\$500,000.00	B.21.DC.50.0001	8/26/2021	\$7,436,844.00
³⁹ Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)		⁴⁰ Federal Award Project Descr: CDBG					
14.228	Recovery Housing Program (RHP)	\$0.00	\$492,760.00	\$492,760.00	B-20-RH-50-0001	1/17/2022	\$753,000.00
Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)		Federal Award Project Descr: RHP FY20					
14.228	Recovery Housing Program (RHP)	\$0.00	\$7,240.00	\$7,240.00	B-21-RH-50-0001	1/17/2022	\$791,652.00
Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)		Federal Award Project Descr: RHP FY21					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$1,000,000	\$1,000,000			

SECTION IV - CONTACT INFORMATION

<p>STATE GRANTING AGENCY</p> <p>NAME: Julia Connell TITLE: Community Development Specialist PHONE: 802-828-5215 EMAIL: Julia.Connell@vermont.gov</p>	<p>GRANTEE</p> <p>NAME: Steven Mackenzie TITLE: City Manager PHONE: 802-476-0240 EMAIL: manager@barrecity.org</p>
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GRANT AGREEMENT # 07110-IG-2020-BARRE C-51

1. **Parties:** This is a Grant Agreement between State of Vermont Agency of Commerce and Community Development (hereinafter called “State” or “Agency”) and City of Barre with principal place of business at 6 North Main Street, Barre VT 05641 (hereinafter called “Grantee”). It is the grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number. The grantee is required by law to have a Federal ID# and it is 036000356.
2. **Subject Matter:** The subject matter of this Grant Agreement is Community Development Block Grant and Recovery Housing Program.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice as provided in Attachment C, Section 27 or Attachment D, Sections XVI and XVII.
6. **Attachments:** This Grant consists of 32 pages including the following attachments that are incorporated herein:
 - Attachment A – Scope of Work To Be Performed and Special Conditions
 - Attachment B – Payment Provisions and Project Budget
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions (CDBG Standard Provisions)
 - Attachment E – Certifications

NOTE: Signatures blocks have been omitted because document will use e-signing technology in lieu of signatures.

SCOPE OF WORK AND SPECIAL CONDITIONS

(A) Definitions - The following definitions shall apply throughout:

Grantee:	City of Barre
Subgrantee:	Downstreet Housing & Community Development 22 Keith Ave STE 100, Barre, VT 05641-3709 (UEI # FJJRX1MKM4RS and Federal ID# 22- 2843473)
Administrator:	City of Barre & Downstreet Housing & Community Development
Program Manager:	Downstreet Housing & Community Development

(B) **Project Description:**

The Grantee shall subgrant CDBG and RHP funds together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to Downstreet Housing & Community Development for the purchase and rehabilitation of a historic building located at 31 Keith Ave, Barre, VT 05641. The building will be renovated into a transitional Recover Housing residence that will serve women and women with families – many of whom have experienced domestic violence and are currently experiencing homelessness.

Downstreet Housing and Community Development will purchase, rehabilitate, and retain ownership of the Recovery Residence. The Residence is certified by the Vermont Alliance from Recovery Residences (VTARR) and the building will be master leased to the Vermont Foundation on Recovery (VFOR) who will operate the Recovery Residence. There are no other Recovery Residence options in Barre at this time. All units will be set aside for homeless individuals certified by Downstreet. VFOR will work closely with inpatient treatment facilities, the local Turning Point Center, and other service providers along with the Barre City Police social worker who will work together to fill the units.

The building, which is 5,358 square ft, currently includes both commercial space and rental units. The renovations will allow for two (2) one-bedroom units of transitional housing and one shared apartment that can support up to four (4) families as a Recover Residence. The Recovery Residence will have a shared kitchen, dining, bathrooms, laundry, and meeting/multi-function space. The shared common space is to all the Residence to create a family-like atmosphere in the home. Services from VFOR include support from a house manager that works with residents to ensure the smooth daily living of the shared house, regular one on one meetings with the house manager to work on personal goals related to recovery, employment, family reunification, etc.

(1) Acquisition of Real Property (Activity 1001)

The Subgrantee shall use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses* to purchase the building and property located at 31 Keith Ave, Barre, VT 05641.

(2) Transitional Housing Rehabilitation (Activity 1002)

Subgrantee shall use CDBG and RHP funds, together with Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to complete the substantial rehabilitation and renovations to the building and property located at 31 Keith Ave, Barre, VT 05641. The existing three apartment units will be renovated in to two (2) one-bedroom units and one shared apartment that can support up to four (4) families, all of which will be of LMI status. All of the units will be dedicated to those experiencing homelessness.

(3) Program Management (Activity 1013)

The Subgrantee shall use Other Resources, as set out in the *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, to perform Program Management including but not necessarily limited to, activities relating to securing release of funds under the environmental regulations, securing compliance with labor standards (including Davis-Bacon wage rates), permit assistance, procurement standards, contracts management, construction oversight and coordination, and legal services.

(C) General Administration (Activity 5013)

The Grantee shall use Other Resources, as set out in *Attachment B, Payment Provisions and Project Budget, 4. Sources and Uses*, for the general administration of the grant. General administration responsibilities include, but are not limited to, activities relating to setting up and maintaining financial management records, completing progress reports, ensuring that the terms and conditions of this *Agreement* are carried out, assisting with subrecipient monitoring, and for eligible costs of audit.

(D) National Objective

The National Objective will be met by through the rehabilitation of three (3) units of transitional housing at 31 Keith Ave, Barre, VT 05641 serving individuals experiencing homelessness. All three rental units (100%) are to be offered to women, and women with children, who have substance use disorder. The project will serve fifteen (15) individuals 100% of which will be of low-to-moderate income status.

Activity	National Objective	Performance Indicator(s)	Proposed
Public Facilities – Transitional Housing Rehabilitation (Homeless Facilities - 03C)	Low & Moderate Income	Number of Project(s)/Center(s) Assisted Number of Persons Served Number of Low or Moderate-Income Persons Served	1 15 15

(E) The following documents shall be filed with the Agency at the times specified:

- (1) Prior to the first requisition of funds under this Agreement, as required by Attachment D, Section II(D), Grantee shall provide copies of the management forms and municipal policies or a certification that all required policies previously have been adopted and filed with the Agency.
- (2) Prior to the first requisition of funds, Grantee shall provide evidence of a firm commitment of Other Resources called for by Attachment B, Section 4.

- (3) Prior to executing the Contract for Program Management, Subgrant with the Program Manager, Grantee shall ensure that the Subgrantee and Program Manager have each obtained Unique Entity Identification (UEI) numbers from the SAM.gov UEI Request Service at <https://sam.gov/content/entity-registration>, have each registered with the System for Award Management (“SAM”) at www.sam.gov, are not listed on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>, and shall provide the UEI number, evidence of registration, and evidence that the parties are not debarred to the Agency.
- (4) Prior to the first requisition of funds, a copy of the fully executed Subgrant Agreement between the Grantee and Subgrantee, together with such other documents as may be required to secure compliance with the conditions of said subgrant.
- (5) Prior to the first requisition of funds, the Subgrant Agreement shall require, at a minimum, that Subgrantee secure its obligations thereunder by providing Grantee a mortgage on the real property being assisted with CDBG funds. The Grantee shall upload a copy of the fully executed and recorded mortgage to GEARS along with any other supporting documentation. This mortgage may be discharged upon request of the Subgrantee after the National Objective is achieved and the requisite five (5) years of compliance with the terms of the subgrant is completed, if applicable.
- (6) Prior to the first requisition of funds, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to Paragraphs (E)(4) through (5) hereof is a legal, valid, and binding instrument, enforceable in accordance with its terms; that such documents meet the requirements of this Agreement, including but not limited to the requirements set forth at paragraphs (K) (1) to (16), and provides for use of the CDBG funds in compliance with this Agreement; and that the Subgrantee/Borrower has met all conditions required under such documents which must predate the first requisition.
- (7) Prior to the first requisition of funds, the Grantee shall certify to the Agency as to the applicability of the EPA’s Lead-Based Paint, Renovation, Repair, and Painting Program Rule (40 CFR 745.80, Subpart E) to the Project. If said Rule does apply to the Project, Grantee shall provide the Agency with documentation as to what steps have/will be taken to ensure compliance with the Rule.
- (8) Prior to the first requisition of funds, certification that all permits needed for the project have been identified and those needed to commence activities have been secured.
- (9) Prior to the first requisition of funds, Grantee shall provide the Agency with certification that the project meets Vermont Alliance for Recovery Residences (VTARR) standards or has been approved by Agency of Human Services (AHS).
- (10) Prior to the first requisition of funds, Grantee shall provide the Agency with a Memorandum of Understanding (MOU) for the wraparound services associated with the project.
- (11) Prior to the first requisition of funds, Grantee shall provide evidence that it has established a bank account that meets the requirements of Attachment D, Paragraph V.

- (12) Within six months of the date of this Grant Agreement, or prior to the completion date of the project, whichever occurs first, a member of the legislative body, municipal CEO, municipal manager/administrator or a municipal designee responsible for housing issues within a municipality such as a member of the planning commission, zoning board of appeal, development review board or local housing committee, shall attend an Agency-approved Fair Housing Training.
- (13) Prior to close-out, the Grantee shall provide a letter of opinion from an independent third party satisfactory to the Agency that the rehabilitation of 31 Keith Ave, Barre, VT 05641 meets the requirements of the Americans with Disabilities Act and the Vermont Access Board Rules for rehabilitation.
- (F) Grantee shall demonstrate compliance with Davis-Bacon reporting requirements.
- (G) Grantee shall demonstrate compliance with **Section 3 24 CFR 75 Subpart C reporting requirements** by uploading the CDBG Section 3 Report Form in each required progress report in GEARS.
- (H) Grantee shall comply and shall require Subgrantee with all conditions set forth in the Environmental Review Release Letter dated **June 18, 2021**, and shall maintain/upload documentation demonstrating compliance.
- (I) **RHP Use of Funds:**
- (1) Grantee shall use funds solely for allowable activities to provide individuals in recovery from a substance use disorder stable, temporary housing for a period of not more than 2 years or until the individual secures permanent housing, whichever is earlier.
 - (2) The aggregate use of RHP funds shall principally benefit low- and moderate-income families in a manner that ensures the grant amount is expended for activities that benefit such persons; and
 - (3) Activities expected to be assisted with RHP funds must be in accordance with the approved RHP Action Plan.
 - (4) Grantee will not attempt to recover any capital costs of public improvements assisted with RHP grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (a) RHP grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than RHP;
 - (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient RHP funds (in any form, including program income) to comply with the requirements of clause (a).
- (J) Grantee shall ensure adequate Subrecipient Oversight Monitoring per the Uniform Guidance using the Subgrantee Financial Monitoring Worksheet that was submitted as an award condition. If the Subgrantee Financial Monitoring Worksheet was not submitted as an

award condition, it must be completed prior to the first requisition. Only a Municipal staff person can complete and be responsible for the Subgrantee monitoring.

- (K) The Subgrant Agreement between the Grantee and the Subgrantee shall contain such provisions as are appropriate and necessary to meet the requirements of the VCDP as set forth in this *Agreement*, and as set forth in VCDP's Sample Subgrant Agreement; shall incorporate by reference this Grant Agreement; and shall, at a minimum, provide for the following:
- (1) The Grantee shall subgrant \$500,000 in CDBG funds and \$500,000 of RHP funds.
 - (2) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement the organization is authorized to do business in the State of Vermont.
 - (3) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes.
 - (4) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, the organization is current on or is in full compliance with a plan to pay, any and all financial obligations.
 - (5) Require Subgrantee to certify that, as of the date of execution of the Subgrant Agreement, the organization is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov; nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>.
 - (6) Require the Subgrantee to provide documentation to certify that, as of the date of execution of the Subgrant Agreement, all permits needed for the project have been identified and those needed to commence activities have been secured.
 - (7) Require the Subgrantee to provide a firm commitment of all Other Resources.
 - (8) Require Subgrantee to secure its obligations hereunder by providing Grantee a mortgage on the real property. A copy of the recorded mortgage shall be uploaded to the GEARS system.
 - (9) Require the Subgrantee to perform the General Administration (Activity 5013) and the Program Management (Activity 3013) of this grant, including all applicable specific functions set forth in the "VCDP Sample Subgrant and Administrative Services/Program Management Agreement."
 - (10) Require the Subgrantee to comply with Section 3 requirements in accordance with 24 CFR 75 Subpart C to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low-income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents and be attached to all contracts executed in connection with this project. For more information on Section 3 see [HUD Regulations](#).

- (11) Require the Subgrantee to demonstrate compliance with Section 3 24 CFR 75 Subpart C reporting requirements by uploading the CDBG Section 3 Report Form in each required progress report in GEARS.
- (12) Require the Subgrantee to demonstrate compliance with Davis-Bacon reporting requirements.
- (13) Require the Subgrantee to complete a Subgrantee Financial Monitoring Worksheet that complies with Subrecipient Monitoring per the Uniform Guidance and upload the documentation to the Agency's on-line grants management system (GEARS).
- (14) Require Subgrantee to commit to meet the national objectives called for under the *Federal Act* by:
 - (a) achieving the benefits called for in the National Objective section of this Agreement, and
 - (b) maintaining documentation as may be necessary to clearly demonstrate that said benefits have been met.
- (15) Contain a provision that for a period of at least five (5) years from the Completion Date, the Subgrantee shall obtain, pay for, and keep in full force, insurance on the property assisted with CDBG funds against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Grantee. Such insurance policy shall contain a loss payable clause acceptable to the Grantee. The Subgrantee shall furnish the Grantee satisfactory evidence of such insurance.
- (16) Contain a provision that for a period of five (5) years from the Completion Date, in compliance with the provisions of "**Use of Real Property**," [24 CFR §570.505](#) and "**Agreements with Sub Recipients**" [24 CFR §570.503\(b\)\(7\)](#) including that timely notice shall be given to the Grantee and the Agency should there be the anticipation of a change of use or sale of all or a portion of the facility assisted using CDBG funds to any person or entity who will use it for any changed purpose, of discontinuance of operation of all or a portion of the facility, or of material alteration or expansion of its purpose or function, including the loss of affordability of the facility or housing units. The Grantee shall have such remedies that are available under the law, up to and including full recovery of the CDBG funds."

PAYMENT PROVISIONS AND PROJECT BUDGET

1. Payment Requisitions

The Agency will process requisitions on or about the first and fifteenth of the month. The Grantee must submit requisitions a minimum of seven (7) business days prior to processing.

The Grantee shall submit requisition requests through the GEARS System along with adequate source documentation such as: invoices paid, canceled checks and timesheets. For reimbursement for Grantee's or Subgrantee's personnel, the supporting documentation must detail the expenditures by identifying the personnel, the time worked, the rate being charged per each respective individual, and a description of the work that was performed. For any other costs that are billed directly to Grantee or Subgrantee, Grantee shall identify the expenditures and attach copies of supporting invoices.

2. Reporting Requirements

The Grantee shall submit Progress and Financial Reports through the GEARS System quarterly to the Agency detailing the status of the Grantee or Subgrantee's work and the status of the Project, and in particular the activities described in Attachment A. The First Reporting period shall end **September 30, 2021** and the report shall be due no later than **October 30, 2021**. The Second Reporting period shall end **March 31, 2022**. All subsequent quarterly reports shall be due no later than thirty (30) days following the end of the reporting period.

The Grantee shall develop an overall financial management system sufficient to demonstrate the tracking of all expenditures and receipts.

3. General Provisions

In no event will the total funds provided by the Agency exceed the Total Award. Any additional funds required to complete the activities set forth in this Agreement will be the responsibility of the Grantee.

4. Sources and Uses

The Other Resources total \$2,157,901, derived as follows:

Other Resources	Funding Source	Type	Amount	Status
Affordable Housing Program Federal Home Loan Bank of Boston (AHP) - Direct Grant	Federal	Grant	\$ 273,500	Committed
Bank Financing (BANK) - Perm Loan	Private	Loan	\$ 273,500	Committed
Capital Campaign (CC) - Fundraising Proceeds	Private	Cash	\$ 283,952	Committed
Capital Campaign (CC) - Fundraising Proceeds	Private	Cash Equity	\$ 51,268	Committed
Efficiency Vermont (EVT)	State/Local	Grant	\$ 30,000	Committed
Municipal Contribution (MUNI) - Cash In Kind	State/Local	Cash-In-Kind	\$ 5,000	Committed
NeighborWorks (NW)	Federal	Grant	\$ 125,000	Committed
Vermont Housing & Conservation Board (VHCB) - VHCB Bond	State/Local	Loan	\$ 112,000	Committed
Vermont Housing & Conservation Board (VHCB) - VHCB Trust	State/Local	Loan	\$ 32,248	Committed
Vermont Housing & Conservation Board (VHCB) - ARPA	State/Local	Grant	\$ 276,074	Committed
Vermont Housing & Conservation Board (VHCB) - VHCB Bond Funds	State/Local	Grant	\$ 505,000	Committed
Other (Other) - DHCH-VHIP	State/Local	Grant	\$ 90,000	Committed
Other (Other) - Pledged Devt Fee	Private	Deferred Loan	\$ 100,359	Committed
Total Other Resources			\$2,157,901	

Activity	Program Area	Code	VCDP Amount	VHCB	AHP	EVT	NW	CC	BANK	MUNI	Other	Total Activity Costs
Acquisition - Real Property	Public Facilities	1001	\$ -	\$ 112,000								\$ 112,000
Program Management	Public Facilities	1013	\$ -	\$ 32,248		\$ 30,000	\$ 125,000	\$ 283,952	\$ 273,500		\$ 100,359	\$ 845,059
Transitional Housing Rehabilitated	Public Facilities	1002	\$ 1,000,000	\$ 781,074	\$ 273,500			\$ 51,268			\$ 90,000	\$ 2,195,842
General Administration	Public Facilities	5013	\$ -							\$ 5,000		\$ 5,000
Total Costs			\$1,000,000	\$ 925,322	\$ 273,500	\$ 30,000	\$ 125,000	\$ 335,220	\$ 273,500	\$ 5,000	\$ 190,359	\$ 3,157,901
Percentage of Total			32%	29%	9%	1%	4%	11%	9%	0%	6%	

5. Funding Sources for Project

Federal Funds: \$1,398,500 (44%)
 State/Local Funds: \$1,050,322 (33%)
 Private Funds: \$709,079 (23%)

**STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or

suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement.

Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year

period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently

pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting

Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

OTHER PROVISIONS (CDBG STANDARD PROVISIONS)

I. Subject Matter:

(A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the “Federal Act”). Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants (CDBG) through the Agency. The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the “State Act”), has awarded CDBG funds for the purpose of supporting the Grantee’s community development program. This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the CDBG Regulations (24 CFR Part 570), the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not. Recovery Housing Program (RHP) funds are administered pursuant to Section 8071 of the SUPPORT for Patients and Communities Act (“SUPPORT Act”) and shall be treated as CDBG funds as outlined in the HUD FR-6265-N-01.

II. Obligations of Grantee.

- (A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term “subrecipient” is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment A.
- (B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all applicable provisions of this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any contract with such third party.
- (C) Documents. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents. It shall be the Grantee’s sole responsibility. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee’s obligations hereunder.

(D) Municipal Policies and Forms.

- (1) Grantee shall have duly adopted municipal policies as set forth below, and shall file copies of such policies with the Agency:
- (a) Equal Employment Opportunity
 - (b) Fair Housing
 - (c) Use of Excessive Force
 - (d) Use of CDBG funds for Federal Lobbying
 - (e) Drug-Free Workplace
 - (f) Code of Ethics
 - (g) Subrecipient Oversight Monitoring Policy
 - (h) Whistleblower Protections
 - (i) Texting While Driving Policy

The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

- (2) Grantee shall duly adopt and file the following with the Agency: Form PM-1:
Resolution to Accept the Grant Agreement

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report.

(F) Publicity. If the Grantee or Subrecipient issues a press release or public communication pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a VCDP grant awarded by the Agency of Commerce and Community Development and shall reference the Total Award amount. Any construction sign posted at the Project Site shall identify that funding is provided by the U.S. Department of Housing and Urban Development through a VCDP grant awarded by the Agency of Commerce and Community Development.

(G) Continuing Obligations. Grantee's obligations under Sections XI (Monitoring and Reporting), XII (Audits), XIII (Completion Certificate) and XIV (Retention of and Access to Records) shall survive the termination of this Agreement.

III. Program Costs.

- (A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary for the Project and are allocable and allowable under the Agency Procedures, Chapters 5 through 7. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.
- (B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.
- (C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs for Project activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(g) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."
- (D) Allowable Expenditures Pending Grant Agreement. As of the Award Date (Award Start Date), reasonable costs may be incurred for Environmental Studies, Planning, General Administration, Program Engineering and Design, and Public Information. Any Project activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.
- (E) Completion and Closeout. All costs other than General Administration must be obligated or expended prior to the Completion Date (Award End Date). All CDBG funds (other than those related to Closeout) must be liquidated or paid within thirty (30) days after the Award End Date. No CDBG funds may be obligated after the Completion Date except for those General Administration activities required to close out the Grant, such as the Final Program Report, Single Audit (if required), and Closeout Agreement. All obligations must be liquidated prior to closeout.
- (F) Agency Review of Expenses. At any time during the performance of this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.
- (G) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

IV. Requisition of CDBG funds.

- (A) CDBG funds may be requisitioned as advances and/or reimbursements, except as provided in paragraph (C), below. The Grantee shall establish procedures to ensure that any CDBG funds in excess of \$5,000 are expended within ten (10) calendar days of receipt in Grantee's depository account and shall ensure that any subrecipient shall conform to such procedures.
- (B) The Grantee shall not requisition CDBG funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.
- (C) The Secretary may suspend the requisition of advances should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee shall then be made only as reimbursement for actual cash disbursements.
- (D) The Grantee shall expend CDBG funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.
- (E) If CDBG funds are needed prior to their availability due to VCDP requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must comply with all VCDP requirements, including the environmental review process.
- (F) If the project's non-general administration budget comes in under budget, CDBG funds in an amount proportionate to the unused portion of the total budget (CDBG funds and Other Resources) shall be returned to the Agency. Such amounts may not be reallocated to other activities.
- (G) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of CDBG funds for General Administration must be maintained at the ratio set out in the Project Budget, Attachment B.

V. Bank Accounts for CDBG funds.

(A) Depository Accounts.

- (1) Funds disbursed pursuant this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to CDBG funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the

Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.

- (2) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A)(1) of this Paragraph, except that such accounts may be interest bearing.
- (3) All depository accounts shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.

(B) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.

(C) Other Accounts. The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in Subparagraph (A)(3) and that persons who are authorized to make deposits into or pay out funds from any such accounts have fidelity coverage as required in Subparagraph (B).

VI. Financial Management.

The Grantee shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used for or obtained under this Agreement. Such system shall:

- (A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;
- (B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the Project Budget, Attachment B;
- (C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;
- (D) Be consistent with generally accepted accounting principles and support the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21; and

- (E) Include a subrecipient monitoring policy that requires the Grantee to exercise oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19). The Grantee shall also require the sub-recipient to complete the Financial Monitoring Worksheet.

VII. Procurement Procedures.

- (A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.
- (B) Conflict of Interest.
- (1) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the legislative bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures, Chapters 9 and 10.
- (2) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this Paragraph in all contracts with third parties.
- (3) The Grantee shall not employ any employee of the Agency.
- (C) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.
- (D) Prior to entering into agreements with third party recipients (contractor, subcontractor, architect, engineer, etc.), the Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient of the funds provided under this Agreement is not included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.sam.gov) in accordance with Executive Orders 12549 and 12689; nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment> Documentation of compliance with this requirement shall be kept with other program documents and shall be available for review upon request.
- (E) Compliance with Section 3 of the Housing and Urban Development Act of 1968. Grantee and Subgrantees/Borrowers shall ensure compliance with [24 CFR 75](#) Subpart C when employment or contracting opportunities are generated because a Section 3 Project: housing rehabilitation, housing construction, and other public construction projects

assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Preference shall be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to Section 3 business concerns which provide economic opportunities to low- and very low-income persons residing in the community where the project is located or service area. Additional information on Section 3 compliance can be found at: https://www.hud.gov/program_offices/field_policy_mgt/section3

(F) Compliance with Davis-Bacon and Related Acts.

Grantee and Subgrantees shall ensure compliance with the Davis Bacon Act, including its prevailing wage and reporting requirements, for construction contracts paid with funds under this Agreement in excess of \$2,000.

Grantee and Subgrantees shall also ensure compliance with all other applicable federal labor requirements including the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act. Additional information on these and other applicable Federal Labor Standards Requirements can be found in the Agency's Grants Management Guide, Chapter 7 at

<http://accd.vermont.gov/sites/accdnew/files/documents/CD-VCDP-GMG-FLSandDB-Chapter.pdf> and on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/sech/13441.

VIII. Bonding Requirements.

- (A) For construction or facility improvement where the contract is for less than \$100,000, the Grantee may follow its established procedures. In the event Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.
- (B) For contracts or subcontracts exceeding \$100,000, the provisions of the Agency Procedures, Chapter 11 on bonding requirements shall be followed. If bonds are required, they shall be in such form and amount as provided in the Agency Procedures, Chapter 11.
- (C) Where bonds are required they shall be procured from a surety company registered and licensed to do business in the State of Vermont and countersigned by its Vermont registered agent.

IX. Program Income.

Except as may be provided in Special Conditions (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Procedures, Chapter 22.

X. Equal Opportunity and Americans with Disabilities Act.

No person shall on the ground of race, color, religion, national origin, sex, sexual orientation, gender identity, ancestry, place of birth, age, or physical or mental condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

XI. Monitoring and Reporting.

- (A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.
- (B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule required by the Agency.
- (C) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with Paragraph II of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

XII. Audit(s).

- (A) Grantees must submit a fully completed and signed Subrecipient Annual Report to the Department of Finance & Management within 45 days after Grantee's fiscal year ends. The form may be downloaded from: <http://finance.vermont.gov>. The report must be completed and signed by the Chief Financial Officer, Controller, Business Manager, Treasurer or other person responsible for the financial records of the organization and submitted to the following address: Department of Finance & Management, Financial Operations Division, 109 State Street, 4th Floor, Montpelier, VT 05609-5901.
- (B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of all VCDP costs and activities undertaken during the Period of Performance. In compliance with the Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic

Assistance (CFDA) 14.228, and Agency Procedures, Chapter 21, the Grantee shall determine whether a single audit or a program audit is required.

- (C) The Grantee shall submit to the Agency an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. An audit that covers a portion of the Period of Performance, or a portion of all expenditures, is defined as an Interim Audit. A Final Audit is the audit that covers all VCDP grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited CDBG funds through the Completion Date, or beyond if necessary.
- (D) Any contract or Agreement entered into by the Grantee and a Subgrantee shall contain language requiring the Subgrantee to comply with the federal Uniform Guidance, 2 CFR Part 200.
- (E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

XIII. Completion Certificates.

- (A) A Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

XIV. Retention of and Access to Records.

- (A) Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP Grant shall be retained in accordance with the Agency Procedures, Chapter 3.
- (B) Authorized representatives of the Agency, HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.
- (C) Any contract or Agreement entered into by the Grantee that relates or pertains to this VCDP Grant shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.

- (D) The Final Program Report, Interim Audit Report(s) and/or Final Audit Report shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.

XV. Administrative Sanctions.

- (A) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.
- (B) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, Closeout Agreement Proposals, or Closeout Annual Reports. The Grantee shall not be eligible for further CDBG funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.
- (C) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any issues identified through monitoring by providing a monitoring report containing the Agency's monitoring results, including any Findings or Concerns. No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings and Concerns have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further CDBG funds if such resolution is not achieved within thirty (30) days of the date of the monitoring report, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

XVI. Termination for Convenience.

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

XVII. Suspension or Termination for Cause.

- (A) Upon reasonable notice to the Grantee at any time prior to completion, the Agency may suspend this Agreement in whole or in part, may withhold further payments, or may prohibit the Grantee from incurring additional obligations of CDBG funds if it is determined that the Grantee has failed to substantially comply with the conditions of this

Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

- (B) The Agency may terminate this Agreement at any time prior to completion, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Agency shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.

XVIII. Appeals and Waiver of Enforcement.

- (A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.
- (B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

XIX. Budget Revisions and Amendments.

- (A) Budget Revisions. The Grantee may, after providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "CDBG funds" column of 4. Sources and Uses in Attachment B – Payment Provisions and Project Budget, provided that:
- (1) the aggregate impact is no more than ten (10%) percent of the Maximum Amount, listed as the "Total" item in the "CDBG funds" column;
 - (2) the Maximum Amount is not increased; and
 - (3) there is no change to budgeted amounts for General Administration or Program Management Activities (indicated by VCDP Code suffix of "13") without prior written approval of the Agency.
- (B) Amendments.
- (1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible. The Agency will not allow any amendment which would substitute the funded activity.
 - (2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this

Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this VCDP Grant. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

- (3) If any Amendment affects any related documents, including but not limited to Subgrants or Loans of the grant funds, the Grantee shall amend such documents as appropriate and upload the amended documents to the record in the online grants management system.

CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Vermont Community Development Program Funds will be utilized in accordance with all the following: to the extent applicable, and that:

Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs

The Chief Executive Officer certifies that the Municipality is not listed in the Exclusions portion of Performance Information in the System for Award Management (“SAM”) at www.sam.gov, in accordance with Executive Orders 12549 and 12689; nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>. In addition, it certifies that no awards will be made to any subgrantees/borrowers, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

Legal Authority

(1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.

(2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

Benefit to Persons of Low and Moderate Income

(3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

Citizens Information

(4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.

(5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.

(6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner, provide citizen participation when considering substantial program amendments.

Labor

(7) It will administer and enforce:

(a) the Davis-Bacon Act [40 USC 276a et seq.];

(b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and

(c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].

(8) It will comply with:

(a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];

(b) Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [41 CFR 60]; and

(c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 75.

Environmental and Historic

(9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.

(10) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(11) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:

(a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];

(b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);

(c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

(d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.

(12) It will comply with:

(a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];

- (b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];
- (c) Executive Order 11990, Protection of Wetlands;
- (d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];
- (e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];
- (f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;
- (g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;
- (h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA § 101 et seq.];
- (i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];
- (j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and
- (k) noise abatement and control regulations [24 CFR 51]
- (l) The Wild and Scenic River Act of 1968, as amended [16 U.S.C. 1271 et seq.];

Relocation and Acquisition

- (13) It will comply with:
 - (a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;"
 - (b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and
 - (c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

Architecture and Construction

- (14) It will comply with:
 - (a) the Lead-Based Paint Requirements [24 CFR Part 35, Subpart B];
 - (b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;
 - (c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and

- (d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

Equal Opportunity and Fair Housing

- (15) It will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].
- (16) It will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.
- (17) It will comply with:
 - (a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;
 - (b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 5-70.496(b)];
 - (c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and
 - (d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

Other Requirements

- (18) It will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.
- (19) It will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].
- (20) It will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.
- (21) It will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.
- (22) It will comply with Single Audit Act of 1984, as amended, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance, the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228.
- (23) It will comply with 43 CFR part 18, New Restrictions on Lobbying. Submission of an application also represents the applicant's certification of the statements in 43 CFR part 18, appendix A, Certification Regarding Lobbying
- (24) It will comply with Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving. Recipients are encouraged to adopt and enforce policies that

ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Executive Order.

(25) It will comply with Section 8071 of the SUPPORT for Patients and Communities Act (“SUPPORT Act”).

GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE

Form PM-1

WHEREAS, the (check one) [] Town [] City [] Village of _____ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

WHEREAS, the Agency of Commerce and Community Development has tendered a Grant Agreement # _____ to this municipality for said funding:

Now, THEREFORE, BE IT RESOLVED as follows:

- 1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;
- 2) that (Name) _____ Title _____ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and
- 3) that (Name) _____ Title _____ who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this _____ day of _____, _____.

LEGISLATIVE BODY

(Typed Name)

(Signature)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For Agency Use:

Processed By: _____ Date: _____

Barre City, Vermont
REQUEST FOR QUALIFICATIONS
RFQ for Municipal Legal Services

Responses are due:

June 20th no later than 2:00 p.m., EST and must be delivered to:

City Manager's Office, 6 N. Main Street, Barre, Vt. 06541 hard copy only; electronic or fax Responses will not be accepted. Responses received after the deadline or at any other locations will not be accepted.

Questions may be submitted until 5:00 p.m., June 16th . Questions received after this date and time may not be answered.

Questions must be directed in writing to:

Barre City, Attention: City Manager, , 6 N. Main Street, Barre, Vt. 06541 or via e-mail to: *manager@barrecity.org*

Any Responses from the City to questions received and any RFQ addenda will be posted to the Town's website at <https://www.barrecity.org/>

Please check the website regularly for updates.

Issue Date: May 31, 2022

RESPONSE SIGNATURE AND CERTIFICATION

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response ("Respondent") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud.

Firm Name:

Authorized Signature for Respondent:

Print/Type Authorized Signatory's Name:

Date: _____

RESPONDENT'S CHECKLIST

Critical Things to Keep in Mind When Responding to an RFQ for Barre City

1. ____ Read the *entire* document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; Contract requirements, if any (e.g. bonding and insurance requirements).
2. ____ Note the Purchasing Manager's name, address, and e-mail address. This person is an excellent source of information, and is the only person you are allowed to communicate with regarding the RFQ.
3. ____ Attend the pre-Response conference, if any. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. ____ Take advantage of the "question and answer" period. Submit your questions to the City Manager's Office by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ will be published on the website noted on the cover page of this RFQ.
5. ____ Follow the format required in the RFQ when preparing a Response. Provide point-by-point Responses to all sections in a clear and concise manner. Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in Response to the RFQ.
6. ____ Use the forms provided with the RFQ, if any.
7. ____ Before submitting a Response, check the City's website at <https://www.barrecity.org> to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your Response.
8. ____ Review the RFQ again to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating the merits of submittals and Responses will be used to rank your submittal.
9. ____ Submit your Response on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Response.

A. Purpose

The Barre City (“Barre” or the “City”) is requesting proposals from qualified attorneys to serve as City Attorney for general municipal counsel, basic legal services and advice on special projects on a contract or in-house basis beginning July 2022. It is the intent of the City to engage legal counsel services from an individual attorney or attorneys from a qualified law firm through an evaluation and comparison of past performance, appropriate references, prior experience in other municipalities and counties and expertise related to the Town’s specifications, as well as the criteria that will be used in evaluating the qualifications of individual attorneys and/or lawyers within a firm submitting proposals. Individual attorneys and Law Firms are invited to submit qualifications for the provision of these services. In order to be considered, qualifications must address each of the concerns requested in this document.

Accessibility to and a timely response is essential. Duties may be shared among other attorneys within the firm as needed to meet the Town’s objectives. If determined to be the best fit for the City, an individual attorney may be hired by the City to fulfill the responsibilities of City Attorney.

B. Background

The City of Barre operates under the City Manager form of government. Policy making and legislative authority are vested in the elected governing body which consists of a Mayor and six council members. The City Manager oversees the City Budgets which consists of the General Fund and Enterprise Fund. The FY23 Proposed General Fund Budget is \$13.2 million that provides funding for public works, police, fire, finance, planning and zoning, parks, cemeteries and recreation among other municipal services. The Proposed FY23 Enterprise Fund Budget is \$5.2 million that provides funding for the Water and sewer services. The City Manager is responsible for the hiring all City employees including department heads, carrying out the policies and ordinances of the governing body and for overseeing the day-to-day operations of the City. Currently the City has 95 full time employees and most of those employees are represented by the four collective bargaining units. The Council appoints the City Attorney annually.

C. Scope of Service

Note: The final Scope of Services is subject to change following the selection process and negotiations with the selected firm or individual attorney. Therefore, the City reserves the right to make revisions.

The City Attorney is required to provide legal advice and counsel to the City on a variety of matters pertaining to municipal government operations. Advice and legal support may also be provided to various City departments, boards and commissions. The delivery of legal services is coordinated through the City Manager’s Office, consistent with purchasing policy stipulations that may require prior approval by the Council, as set out in City policies.

The legal services to be provided by the City Attorney include:

- Review of proposed ordinances and regulations
- Review and interpretation of local, state and federal laws, regulations and ordinances

- Review of City contracts
- Land acquisition
- Representation in claims against and by the City
- All other matters typically associated with municipal government operations
- Other services as may be directed by the Council
- Labor and employment matters, and bond counsel services

2. SCOPE OF SERVICES

1. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the City Manager, Council and staff on a variety of matters pertaining to all aspects of governance.
2. Researching and interpreting laws, court decisions and other authorities in order to prepare legal opinions and to advise the Council and staff on legal matters pertaining to City matters.
3. Drafting, reviewing, and/or revising documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, City policies, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
4. Representing the City in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
5. Representing the City in intergovernmental projects and other matters, as needed.
6. Coordinating the work of outside legal counsel, as directed by the Council or City Manager.
7. Providing legal advice and assistance to operating departments with regard to employee disciplinary actions.
8. Preparing correspondence and other legal documents on behalf of the City as directed.
9. Performing other duties as directed by the City Manager or Council.
10. Representing and advising the City Council, boards and commissions in all matters of law pertaining to their offices.
11. Public Meetings. As needed, the City Attorney will regularly attend Council meetings (open and closed sessions) and advise the Council on matters on the agenda as well as procedural matters that may arise during and following the meeting. The Council meets in regular meetings at 7PM on Tuesdays nights. Special meetings are called as needed.

D. Required Submissions

Please organize and present your responses in the order listed below, and thoroughly address each issue:

- a. A letter of transmittal indicating interest in providing the services identified in this RFQ and any other information that would assist the City in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.

b. Name, telephone number and email address of person(s) to be contacted for further information or clarification.

c. A background and qualifications statement stating the name and address(es) of the firm or individual attorney, and describing your capabilities and the history of your firm and the servicing office. If the respondent is a law firm, identify the proposed City Attorney.

d. List of attorneys to be assigned to this representation, including the proposed City Attorney and others who are expected to perform material services, identifying their areas of expertise. Please provide resumes for each of these attorneys, their roles in representing other municipalities, if any, including municipal litigation experience, and express the anticipated chain of command.

e. Provide information that explains your firm's ability to perform, implement and administer the services identified in this RFQ, emphasizing experience with other similar municipalities. Summarize all areas of relevant expertise and experience, including the types of services supplied to past and present clients. This information should include areas of specialization, background and experience in such matters as: general municipal law, planning and zoning, property taxation, FOIA (Freedom of Information Act), conflicts of interest, specially chartered municipalities and construction law and contracts.

f. A list of not less than three municipal client references (preferable other cities and/or towns) for which services similar to those outlined herein have been provided within the past five (5) years or are currently being provided. This list shall include the following information

1. Name of the city/town
2. Timeframe of legal services
3. Legal services provided by the firm and, most particularly, by the proposed City Attorney and other attorneys who would be assigned to the City
4. Name, address, and telephone number of the principal contact of the City

The City reserves the right to contact these organizations regarding the services performed by the firm.

g. A listing and description of any potential conflicts of interest you foresee with this representation—*i.e.*, any matters or entities regarding which a legal issue with the City exists or might arise that could create a conflict for you.

h. A description of your proposed general approach to serving as City Attorney, including availability and responsiveness.

i. A description of any grievances or claims of ethical misconduct or malpractice asserted against the law firm or individual attorneys that resulted in adverse administrative or judicial findings within the past five (5) years.

j. A description of the firm's professional liability insurance per-claim and annual aggregate limits. A copy of the malpractice policy declaration page.

k. A detailed proposal regarding the fees, costs and expenses that may be incurred by the City in this representation. Please indicate the available billing methodologies (e.g., bill at hourly rates, blended rates, annual retainer for defined services, etc.). In all events indicate hourly billing rates of personnel providing these services, available discounts, invoiced expenses and other costs involved, including any administrative costs that the firm/individual will bill the City (for example, copier, computer research, postage, messenger, long distance phone calls). You should present your fee proposal on a 2-year basis.

l. A sample of the form of the firm's engagement letter.

A concluding statement as to why the respondent is best qualified to meet the needs of The City, including any other information you deem relevant to your proposal.

Any questions regarding this Request for Qualifications should be directed to the City Manager by **June 20th no later than 2:00 p.m., EST**. All questions received will be posted, with answers, on the City website www.barrecity.org by **5:00 p.m., June 16th** under Current Projects/RFQ City Attorney.

E. Submission of Proposals must be signed by an authorized member of the firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process must be included.

Please submit three hard copies of the proposal, and email a pdf copy, to:

City Manager, manager@barrecity.org

Barre City

6 N. Main Street, Barre, Vt. 06541

Email: manager@barrecity.org

All proposals must be received by **June 20th no later than 2:00 p.m., EST**. The City reserves the right to: accept or reject any and/or all proposals, for any reason or no reason; waive any and all informalities, defects, or irregularities; request further information or clarification; and negotiate with any, all or none of the respondents to this Invitation.



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 05-31-22**

Consent Item No.: _____ **Discussion Item No.** _____ **Action Item No.** 9B

AGENDA ITEM DESCRIPTION:

Approval of Assessment of Local Options Sales Tax

SUBJECT:

Same

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, clerk/treasurer

STAFF RECOMMENDATION:

Approve assessment of local options sales tax as is authorized by Barre City voters, and the VT legislature through Act M-15 (H.444 (2022))

STRATEGIC OUTCOME/PRIOR ACTION:

Charter change approved by voters at March 2022 annual meeting

EXPENDITURE REQUIRED:

None.

FUNDING SOURCE(S):

Not applicable.

LEGAL AUTHORITY/REQUIREMENTS:

NOTE: bold/underlined indicates changes incorporated in 2022 charter changes.

BARRE CITY CHARTER, Chapter 6. Taxation. Sec. 605. Local Sales, Rooms, Meals, and Alcoholic Beverages Option Taxes.

Local option taxes are authorized under this section for the purpose of affording the City an alternative method of raising municipal revenues,

Accordingly:

- a) The City Council may assess sales, rooms, meals, and alcohol taxes of one percent.*
- b) Any tax imposed under the authority of this section shall be collected and administered by the Department of Taxes, in accordance with 24 V.S.A. § 138.*
- c) Revenues received through a tax imposed under this section shall be designated solely for street and sidewalk reconstruction, capital equipment, and capital improvement needs under section 409.*

BACKGROUND/SUPPLEMENTAL INFORMATION:

Barre City has had local options taxes on rooms, meals and alcohol consumption since a charter change was approved by the voters and the legislature in 2018, and went into effect October 2018. Local options tax allows the City to impose 1% tax on rooms, meals, alcohol, and now sales. As per the charter, the funds generated are designated for street and sidewalk reconstruction, capital equipment and capital improvement needs.

The City receives approximately \$34,000+ per quarter from the rooms, meals & alcohol LOT. It is estimated the sales LOT will generate approximately \$60,000 per month. The state collects the taxes, and retains 30% of taxes collected as an administrative fee, along with a per return fee of \$5.95 per establishment that collects and files sales taxes. Payments are paid out on a quarterly basis, about 6 weeks after the close of the quarter.

LINK(S):

Data and statistics on collection of rooms, meals, alcohol and sales taxes by town are available on the VT Department of Taxes website at <https://tax.vermont.gov/data-and-statistics>

ATTACHMENTS:

Chart of LOT taxes collected to date since 2018 implementation of the program.

INTERESTED/AFFECTED PARTIES:

Local businesses and shoppers, Barre City taxpayers

RECOMMENDED ACTION/MOTION:

Approve assessment of local options sales tax

Local Option Taxes
24 VSA sec. 138

collections started October 2018

Quarter	Report Date	Returns	Taxes Collected	70%	70% Return fee (\$5.96/return)	Net LOT	Funds received
4Q 2018	02/08/19	161	\$ 46,855.80	\$ 32,799.06	\$ 671.69	\$ 32,127.37	2/13/2019
1Q 2019	05/16/19	179	\$ 43,787.41	\$ 30,651.19	\$ 746.79	\$ 29,904.40	5/20/2019
2Q 2019	08/22/19	171	\$ 62,595.04	\$ 43,816.53	\$ 713.41	\$ 43,103.12	8/22/2019
3Q 2019	11/19/19	165	\$ 59,660.19	\$ 41,762.13	\$ 688.38	\$ 41,073.75	11/20/2019
4Q 2019	02/12/20	175	\$ 54,780.54	\$ 38,346.38	\$ 713.41	\$ 37,632.97	2/13/2020
1Q 2020	05/19/20	136	\$ 36,929.50	\$ 25,850.65	\$ 567.39	\$ 25,283.26	5/20/2020
2Q 2020	08/01/20	142	\$ 43,178.44	\$ 30,224.91	\$ 592.42	\$ 29,632.49	8/11/2020
3Q 2020	11/18/20	154	\$ 45,779.30	\$ 32,045.51	\$ 642.49	\$ 31,403.02	11/20/2020
4Q 2020	02/16/21	147	\$ 41,277.73	\$ 28,894.41	\$ 613.28	\$ 28,281.13	2/17/2021
1Q 2021	05/14/21	166	\$ 44,889.77	\$ 31,422.84	\$ 692.55	\$ 30,730.29	5/24/2021
2Q 2021	08/10/21	165	\$ 51,206.07	\$ 35,844.25	\$ 688.38	\$ 35,155.87	8/18/2021
3Q 2021	11/12/21	162	\$ 52,469.81	\$ 36,728.87	\$ 675.86	\$ 36,053.01	11/18/2021
4Q 2021	02/15/22	151	\$ 51,759.06	\$ 36,231.34	\$ 629.97	\$ 35,601.37	2/16/2022
1Q 2022	haven't received report yet					\$ 40,457.61	5/25/2022
TOTALS			\$ 635,168.66			\$ 476,439.66	

notes There were challenges in the beginning, because the Dept. of Taxes didn't have clear distinctions between Barre City and Barre Town businesses, so there was confusion as to which establishments should be collecting the LOT. DOT was unwilling to share their lists with the City to help clear up any discrepancies. We hope the number are correct, as there is no data available that would allow the City to confirm the amounts.

70% return fee calculated total # returns X 5.96 X 0.70



City of Barre, Vermont

“Granite Center of the World”

**ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA ITEM
CITY COUNCIL AGENDA: 05-31-22**

Consent Item No.: _____ **Discussion Item No.** _____ **Action Item No.** 9C

AGENDA ITEM DESCRIPTION:

Clerk/Treasurer Annual Review, Set Compensation

SUBJECT:

Same

SUBMITTING DEPARTMENT/PERSON:

Carol Dawes, clerk/treasurer

STAFF RECOMMENDATION:

Approve clerk/treasurer compensation for FY23

STRATEGIC OUTCOME/PRIOR ACTION:

Not applicable

EXPENDITURE REQUIRED:

None.

FUNDING SOURCE(S):

Not applicable.

LEGAL AUTHORITY/REQUIREMENTS:

*BARRE CITY CHARTER, Article III. Clerk. Sec. 410. Duties. (excerpt)
Compensation for the clerk shall be fixed by the City Council.*

BACKGROUND/SUPPLEMENTAL INFORMATION:

Annually the Clerk/Treasurer presents a review of activities in their offices, and plans for future projects, along with a compensation request for the following fiscal year.

LINK(S):

Not applicable

ATTACHMENTS:

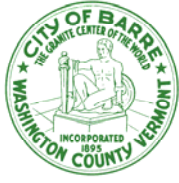
Clerk/Treasurer review and compensation request

INTERESTED/AFFECTED PARTIES:

Clerk/Treasurer, Council, taxpayers

RECOMMENDED ACTION/MOTION:

Approval of Clerk/Treasurer compensation for FY23.



City of Barre, Vermont

“Granite Center of the World”

Carolyn S. Dawes
City Clerk/Treasurer

6 N. Main St., Suite 6
P. O. Box 418
Barre VT 05641
Telephone (802) 476-0242
FAX (802) 476-0264
cdawes@barrecity.org

To: Barre City Council
From: Carolyn S. Dawes, Barre City Clerk/Treasurer
Date: May 27, 2022
Re: City Clerk/Treasurer Compensation

By this memo I am requesting an hourly wage increase of 3% for FY23.

As per Barre City Charter Chapter 4, Sec. 410, the City Clerk/Treasurer’s compensation is set by the City Council. Below is my election and compensation history since first being elected in March 2008:

Date	Action	Compensation	% increase
3/4/08	Elected to first 2 year term		
3/11/08	compensation rate set for balance of FY08 and all of FY09. This represented a 10% decrease from the previous clerk/treasurer’s compensation.	\$20.72/hour	-10%
6/23/09	compensation rate for FY10 set	\$21.45/hour	3.5%
3/2/10	Re-elected to 2 nd term		
6/15/10	compensation rate for FY11 set	\$22.20	3.5%
5/24/11	compensation rate for FY12 set	\$22.20	0%
12/20/11	compensation rate for FY13 set	\$23.31	5%
3/6/12	Re-elected for 3 rd term		
1/15/13	compensation rate for FY14 set	\$23.90	2.5%
3/4/14	Re-elected for 4 th term		
7/24/14	compensation rate for FY15 set	\$24.38	2%
6/16/15	compensation rate for FY16 set	\$25.60	5%
3/1/16	Re-elected for 5 th term		
5/24/16	Compensation rate for FY17 set	\$26.37	3%
6/1/17	Compensation rate for FY18 set	\$26.90	2%
3/6/18	Re-elected for 6 th term		
6/19/18	Compensation rate for FY19 set	\$27.71	3%
6/11/19	Compensation rate for FY20 set	\$28.68	3.5%
3/3/20	Re-elected for 7 th term		
6/16/20	Compensation rate for FY21 set	\$29.54	3%
5/25/21	Compensation rate for FY22 set	\$30.43	3%
3/1/22	Re-elected for 8 th term		

Taking into consideration my experience and leadership of the departments under my supervision, the initiatives that have been launched during my tenure, my ongoing participation in continuing education, and the budget as approved by the voters on March 1, 2022, **I am requesting a base salary increase of 3%**, for a 40 hour work week. Traditionally, I work more hours at no additional pay.

<u>Item</u>	<u>FY2022 compensation</u>	<u>Requested FY 2023 compensation</u>
Hourly Rate	\$30.43	\$31.35

Other compensation would continue to include the benefits for exempt employees:

- Single person high deductible health insurance plan and health savings account, with employer contributions and employee payroll deductions, as outlined in the USW Collective Bargaining Agreement (or such coverage as is mandated under federal/state law).
- Single person dental and life insurance.
- Eyeglasses coverage.
- Longevity pay of \$1.85/week/year of service (begins after three years).
- Employer contributions to VMERS retirement plan (in addition to employee contributions).
- Access to Section 457 deferred compensation fund (employee contributions only).
- Access to AFLAC insurance (employee contributions only).
- Holiday, vacation, personal, and sick time.

In the past I have provided comparison information from the VCLT annual compensation report, however, far fewer municipalities are participating in the report these days, so the data available is less comprehensive. Below is the clerk/treasurer compensation as reported from 5 towns in the 5,000 – 10,000 population range:

Municipality	Population	Rate	Annual Salary
Springfield Town	8,908	\$38.54	\$ 80,163
Barre City	8,528	\$30.43	\$ 63,294
St. Johnsbury Town	7,157	\$30.15	\$ 62,712
St. Albans Town	6,501	\$37.94	\$ 78,915
Morristown Town	5,501	\$30.66	\$ 63,773

DUTIES OF OFFICE/DEPARTMENTS

I manage the clerk/treasurer office, collections department, and elections. The departments and staff carry out their statutory and city charter/ordinance responsibilities:

- Licenses, permits and registrations.
- Coordinating and conducting elections.
- Billing, collecting and processing property taxes and account receivables.
- Billing, collecting and processing delinquent taxes, water/sewer payments and account receivables.
- Assisting the Council with charter & ordinance revisions, resolutions, policies, and other needs.
- Recording land, city and vital records.
- Working with the Boards of Civil Authority and Abatement on hearings and appeals.
- Managing borrowing, investing, banking and cash flow needs.
- Assisting the public.
- Maintaining clerk & election sections of website.

SINCE May 2021 REPORT

Since my May 2021 presentation to Council, department staff and I have worked on the following:

- COVID: City Hall reopened to the public with no restrictions just before the end of FY21, and unrestricted access to the vault was resumed at the beginning of FY22. We have noticed a marked decrease in vault traffic due to expanded online access to land records.
- We have held the following tax sales this fiscal year:

- September 9, 2021 (1 property sold)
- December 9, 2021 (2 properties sold)
- February 24, 2022 (3 properties sold)
- May 26, 2022 (1 property sold)
- We participated in the state's second iteration of the VT COVID Arrearage Assistance Program (VCAAP II), which allowed those with delinquent water/sewer bills caused by economic hardship due to COVID to receive payment assistance from the state, using COVID relief funds from the federal government. The City received \$56,000+ towards delinquent water/sewer accounts through the VCAAP II program.
- Currently participating in VT Housing Assistance Program (VHAP) being administered through VT Housing Finance Agency. This program offers assistance for delinquent property taxes and water/sewer bills for those experiencing COVID-related economic hardship. The program isn't well run, as the administration has been outsourced to a company out of state, which is creating difficulties in data collection and sharing. However, to date we have received \$30,000+, and the program is ongoing with no closure date.
- We are also participating in the Low-Income Household Waste/Water Assistance Program (LIHWAP) being administered by VT DCF Economic Services. This program also provides assistance for delinquent and upcoming water/sewer bills. It's an ongoing program with no end date, and so far we have received \$2,600 in delinquent payments and \$2,000 for future payments.
- Conducted the following elections since the last report:
 - June 9, 2021 BUUSD school budget revote #2
 - March 1, 2022 annual town meeting

Elections were conducted under COVID protocols. The June BUUSD budget revote was held as a drive-through in the BOR fieldhouse, and the 2022 town meeting was held in the auditorium. Due to COVID, early absentee voting was encouraged, with postcard reminders going to all active voters before town meeting, encouraging people to request absentee ballots for the March 2022 annual town meeting, along with the August 2022 primary and November 2022 elections.

- Served on the Secretary of State's advisory committee of clerks who participated in the review and demonstration of possible vote tabulators, in advance of the replacement of all tabulators statewide. New tabulators were received in mid-May 2022, and will be used for the first time during the August 2022 primary elections.
- The average property tax delinquency rate for the past four quarters has been 5.12 %, as compared to the previous four quarters (4.81%). We're seeing an increase in the number of properties going delinquent because people are aware of the assistance programs. Our goal is to average below 5%.
- Continue to head up a group of staff on the Parking Team; mitigating issues; working with businesses & organizations that have parking permit agreements with the City; responding to public comments and complaints as needed, and crafting new policies and ordinance language. The Team was meeting sporadically during COVID, but recently returned to a monthly schedule.
- For the first time since FY12, the City's cash flow situation has been healthy enough so as not to need a Tax Anticipation Note for FY22. We don't anticipate needing one for FY23. Cash flow is maintained by timely reimbursement requests from grants and bonds.
- Continue to oversee investment and financial control of the Semprebob Bequest Fund, Semprebob Bike Path Fund, Semprebob Vermont Community Foundation Annuity Fund, Keith Fund, and Brusa Trust, including tracking expenditures and reimbursements from the various funds to the City General Fund.

- Continue to oversee investment and financial control of the five cemetery-related accounts at Edward Jones, including transferring funds and allocations from accounts as required by receipts, expenses and budgeting.
- Serve as TIF communications liaison between the City and VT Economic Progress Council (VEPC). Worked with city staff to compile the 2021 annual TIF report. Worked with city auditors to complete the FY21 TIF Agreed Upon Procedures report for VEPC. Work with VEPC twice a year for their spring and fall monitoring review of TIF projects and records-keeping. The fall 2021 monitoring visit included review of the findings in the State's Auditor's report and a tour of the TIF project areas, and the spring 2022 monitoring report included no findings.
- Worked with the State Auditor's Office since December 2020 on the 5 year TIF audit. TIF districts are required to be audited by the state following year 5, year 12, and at the completion of the district. The audit was completed in early July 2021.
- One of the findings from the state TIF audit was an overpayment to the state education fund. Worked with our legislative representatives and the Agency of Education to secure the refund of \$20,962 from the ed fund, which was received in spring 2022.
- Worked with the Board of Civil Authority to:
 - Review the voter checklist and send out 1,337 challenge letters to voters who may no longer live in the City. This review and challenge process is required by statute in odd-numbered years.
 - Reviewed the proposed revised legislative district maps, and responded to the Legislative Apportionment Board, as is required every 10 years following the decennial US census.
- Fourteen-year member of the Vermont Municipal Clerks & Treasurers Association.
 - Chair of the VMCTA Legislative Committee. This year efforts were focused on proposed changes around recording land records and authorizing remote notarizations.
 - Member of the VMCTA public records retention ad hoc committee; continue to work with the Vermont State Archives and Records Administration (VSARA) to develop more user-friendly municipal records retention schedules.
- Shepherded charter changes approved by the voters at March 2021 & March 2022 annual (town) meeting elections through the legislature. After a difficult journey through the House and Senate, H.444, which includes the charter changes from both years, has been signed by the Governor and is in effect.
- Manage bond funds – pull records and make requisition requests for all active bonds:

○ \$1.15M bond (approved 3/6/18)	○ \$560K bond (approved 3/5/19)
○ \$720K bond (approved 3/6/18)	○ \$2.5M bond (approved 3/5/19)
○ \$900K bond (approved 8/14/18)	○ \$1.7M bond (approved 3/3/20)

FUTURE PROJECTS FOR FY23

Upcoming/continuing projects include:

- Consult with Vermont State Archives and Records Administration on current vault layouts and records storage options. The hope is to continue to move in the direction of digitization to grow our remote access, and to preserve the original records by limiting physical access. There are also records in the vault that need to be reviewed, and have their necessary retention determined. This project has been on my wish list for several years; dependent upon being able to get someone from VSARA here to review our vaults and records. Such visits haven't been available during COVID, but may be during the new fiscal year.
- Adopt a record retention policy, and review/dispose of records as allowed by statute and policy. The policy has been drafted, and should be completed in the coming months.
- Conduct at least three elections:
 - August 9, 2022 state primary
 - November 8, 2022 general election

- March 7, 2023 annual (town) meeting
- Contract to have surveys/plats in the land records digitized and made available remotely. Many of these documents are in very poor condition and need to be preserved after scanning. This will be a separate contract, and we have received two quotes from different vendors. There are funds available – \$4 of the recording fees received for every page of land records is set aside in a preservation fund. The current balance is approximately \$100,000.
- Continue to move backwards in time with digital conversion of land records so as to allow access electronically. Currently back to 1980. This work is eligible to be paid for out of the preservation funds. It is also eligible for ARPA funding.
- Working with the VT Department of Taxes Property Valuation and Review Division on implementation of new grand list software, which is scheduled to take place over the next two years. This will involve both the Clerk's office and the Assessor's office. Some of the assessor portions of the new software went live in early 2022. Clerk portions will start going live later in 2022 and early 2023.

I'm beginning to plan for my retirement as of Town Meeting Day 2024:

- Working on an operations manual and tickler file of the work done in the clerk's office, and those tasks that are specific to the clerk/treasurer.
- Planning to hold public meetings/opportunities for people to meet with me to talk about the work, in an effort to encourage folks to run for the position. These meetings will begin after Town Meeting Day 2023.



● **City of Barre, Vermont**
“Granite Center of the World”

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 City Manager

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To: Mayor Jake Hemmerick and the Barre City Council

From: Steven Mackenzie, P.E., City Manager

Re: Department Head Reports

Report Date: May 27, 2022

In order to keep you informed of the Department activities of the office, I’m forwarding this report of activities of the City staff for the previous Friday - Thursday. If there are any additional questions please do not hesitate to ask.

1. CLERK/TREASURER’S OFFICE:

- House bill H.444, which contains the City’s 2021 and 2022 charter changes, has been signed by the Governor and is now in effect. The online charter chapters will be updated in the near future to reflect the changes.
- Continuing to work with the following assistance programs:
 - VT Homeowners Assistance Program (VHAP), which provides assistance with property taxes, mortgages, utilities, and condo or homeowner association fees.
 - Low Income Household Waste/Water Assistance Program (LIHWAP) being administered through DCF Economic Services. This program is offering funding support for delinquent and current water/sewer bills.
- Water/sewer bills go in the mail May 31st, and will be due by June 30th.
- May 26th was the deadline for nominating petitions, candidate consent forms and financial disclosures for major party candidates for the August 9th primary elections. The following turned in the required paperwork:

Peter Anthony	Democratic candidate
Michael Deering II	Republican candidate
Brian Judd	Republican candidate
Tom Kelly	Republican candidate
Jonathan Williams	Democratic candidate

2. BUILDING AND COMMUNITY SERVICES:

- Donny Brooke promotions held a Mixed Martial Arts event in the AUD on Saturday evening.
- The Copeland Center held a weeklong training class in the second floor meeting room of Alumni Hall.
- I participated in the manager search committee's "meet and greet" sessions on Monday and Tuesday mornings at City Hall.
- I attended a special meeting of the BYSA Executive Board on Monday evening in Alumni Hall.
- I attended the Capital Improvement Plan meeting on Tuesday afternoon at City Hall.
- On Wednesday afternoon, I participated in the first negotiation session with the United Steel Workers at City Hall.
- On Thursday afternoon, I met with Amanda Garland pertaining to the Garden and Tree Committees.
- Friday I met with a representative of the Veteran's Committee regarding the use of the AUD as a rain site for Monday's Memorial Day service.
- Also on Friday, I met with the folks from Central Vermont Economic Development Center regarding the job fair being held on Wednesday, June 1 at the AUD.
- I spent a better part of Friday running around to each cemetery to ensure that everything was completed for the Memorial Day weekend.
- The Cemetery crew spent the week mowing and trimming at all three cemeteries. We had two cremation inurnments and one full interment during the week.
- The Facilities crew took down the MMA set up in the AUD and set up for the job fair. They also mowed and trimmed at the parks and cemeteries to assist the cemetery crew as well as mowing and trimming at Rotary Park.

2a. RECREATION:

- We had a full week training seminar rental of Alumni Hall this week. The group was pleased with the space. They had rescheduled to this week due to a previous COVID cancellation.
- Connected again with the school department on the summer meal program. I requested the lunch and snack at the pool area and decided that breakfast and lunch at the full day camps would be the best option.
- Efforts continued to try and locate Lifeguards for the summer. A class has been located, however it appears that SHS is still in session when it is being offered. We have been fortunate with the pool to have attracted several employees over the years from area high schools. The pool schedule and lessons will be contingent upon if we are able to secure more personnel.
- The majority of the week was spent creating FB updates for the grant supported summer camps as well as the open registrations. Barre City residents were offered "early bird" registration before opening it up to nonresidents. The response has been positive and the grant is providing a 75% reduction in the cost of the camp. Add the meal program and this is a great opportunity for youngsters and their families.
- Attended 2 City Council meetings to listen to presentations from the City Manager Finalists.

- It was a busy telephone, email and walk in registration week.

3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:

Planning – Janet – the highlights (Monday through Friday):

- Met with the City Manager candidates Monday and Tuesday morning;
- Assisted, with the City Manager, FEMA and Vermont Emergency Management site visits to 2 sites in the city that they want to close the grants on;
- Met with the CIP review team Tuesday to review the proposal;
- Met with the City Clerk to establish the Grand List lodging timeline and tax bill delivery for this year;
- Attended Planning Commission meeting Thursday evening;
- Permit Administrator work: see below;
- Assessor work: see below;
- Answering questions, phone calls, assisted fellow staff, timesheets, this weekly report write-up, etc.

Permitting – Janet – the highlights (Monday through Friday):

- Reviewed building permit applications with Deputy Fire Chief Aldsworth Wednesday morning so that I could get them processed and out in the mail;
- Assistance this week on Wednesday and Thursday saw the rental registrations finalized and in the mail on May 26;
- Issued 4 electrical permits;
- Issued 4 building permits;
- Issued 3 zoning permits;
- Have in hand 1 building and 1 zoning application ready to issue by next Wednesday;
- Scanned and sent the NELLA property's zoning, building and code enforcement files to an attorney working on the closings of the properties;
- Assisted multiple inquires this week at the counter, phone and email, adding more apartments to existing;
- Many phone calls, site visits, email responses regarding permitting;
- Copies files and emailed copies to attorneys, researchers, etc.

Assessing Clerk – Kathryn (Monday through Friday):

- Regular office tasks: permit copies into databases, address changes, mapping updates and sending information to our GIS company from maps filed in the clerk's office; filing, checking Grand List items, Street numbers, corrections, e-mail messages, phone calls, etc.;
- Processed 3 property transfer returns this week for input into all systems;
- Sent out 3 map copies and 12 lister cards for those requesting them;
- Downloaded 28 homestead filings for grand list for tax billing – year to date total is 1,632;
- Continue working on discrepancies between the in-house assessing software named ProVal and the widely used NEMRC grand list module;
- Received the finalized Veterans list from the State, with additions, corrections, and have sent notices to those that need to be reminded to get their paperwork done continues.

Interim Assessor-Janet – the highlights (Monday through Friday):

- Department Director continuously checking assessor email and phone inquiries;

- Department Director also sending out lister cards upon inquiry.

4. DEPARTMENT OF PUBLIC WORKS:

Wastewater Treatment Facility

Daily sampling and testing for process control requirements permit reporting

5/19/2022: Daily lab testing, pumped sludge out of primary (AM & PM), checked all pumps and motors, ran gravity belt for 5 hrs., ran belt press for 2 hrs., transferred sludge from digester #1 to #2, press pump and line from digester #3 plugged up (caused by rags in digester, unplugged, and cleaned up digester building floor), gathered all the tools and materials to put the anchor plates in for back-up aerator in the oxidation ditch's, digester #1 pH is 6.39 (added sodium hydroxide to raise the pH in the digester), greased the gravity belt and belt press, changed oil in the gear box on the belt press conveyor belt

5/20/2022: Daily lab testing, pumped sludge out of primary (AM & PM), checked all pumps and motors, ran gravity belt for 5 hrs., transferred sludge from digester #1 to #2, digester #1 pH is 6.49 (added sodium hydroxide to raise the pH in the digester), sewer dept. came down and helped put in the anchor plates for the back-up aerator in oxidation ditch #1, mounted aerator to the pontoons, gathered up tools and materials to use in aerator on Monday, Tom from LCS on site (fixed the disagreement alarm for the oxidation ditch motors and found the flowchart failed, is planning to replace)

5/23/2022: Daily lab testing, Volatile Acids/Total Alkalinity test on digesters, checked all pumps and motors, pumped sludge out of primary (AM & PM), ran gravity belt for 5 hrs., at 0800 crane showed up and set back-up aerator into oxidation ditch #1 (tested motor and found the orientation was backwards, Benoit electric came out and changed the orientation on the motor to spin correctly), started mowing the lawn, pulled boat out of the oxidation ditch and got it ready to bring back, started weed whacking the plant yard

5/24/2022: Daily lab testing, checked all pumps and motors, pumped sludge out of primary (AM & PM), ran gravity belt for 5 hrs., transferred sludge from digester #1 to #2, Zeb had a 3 hr. wastewater class, brought boat back to Waterbury WWTP, finished mowing the lawn, cleaned (lab, break room, motor control room, bathroom), push mowed the rest of the facility, received 4 barrels of sodium hydroxide, set up barrel of hydroxide to add to the digester. Manager candidate visited the plant

5/25/2022: Daily Lab testing, weekly sampling, checked all pumps and motors, ran gravity belt for 5 hrs., pumped sludge out of primary (AM & PM), transferred sludge from digester #1 to #2, Zeb had a 3hr wastewater class, set up sampler in the influent for Barre Town BOD comparison, digester #1 pH is 6.37 (added sodium hydroxide to raise the pH in the digester), exercised valves in digester building, switch valves to pump straight to digester

Sewer Department

- ✓ **05-19** N Main Pump Station check, help out at WWTP boat work,
- ✓ **05-20** Sewer maintenance, check N Main Pump Station, parts pickup, inventory, West Hill Tank check
- ✓ **05-23** Flushing Hydrants, N Main Pump Station check
- ✓ **05-24** N Main Pump Station check, Flushing Hydrants

- ✓ **05-25** Flushing Hydrants, Spaulding St. water break repair, N Main Pump Station check

Water Treatment Facility

State required lab testing for compliance, Chemical tank/ chemical feed monitoring, Outdoor Buildings/Grounds Maintenance, Indoor Cleaning/Housekeeping

- ✓ **05-19** Total coliform sampling- 5 locations, Raw water turbid meter flush/Clean
- ✓ **05-20** Distribution Chlorine Residuals- 3 sites, Distribution pump station check- 2 sites, picked up desk from City Hall, Reconfigured office/cleaned office-Lab
- ✓ **05-23** Distribution Chlorine Residuals- 3 sites, Distribution pump station check- 2 sites, New England Air replaced failed part on Main Building furnace, Submitted purchase order for recycle pump bowl assembly, Ordered 3200 gal. Hypochlorite and 700 gal. Hypo for community pool
- ✓ **05-24** Changed treated and finished cl2 analyzers reagents, Cleaned and flushed filter #3 turbid meter, Cleaned Powder activated carbon silo
- ✓ **05-25** Distribution Chlorine Residuals- 3 sites, Distribution pump station check- 2 sites, Weekly generator inspection, Updated plant signage, mowing of grounds

Water Department

- ✓ **05-19** Nichols St. grade and seed, maintenance to truck #14, inventory
- ✓ **05-20** Water maintenance, Parts pickup, paperwork, clean out locker and desk and continuing – supported flushing operation
- ✓ **05-23** Hydrant Flushing
- ✓ **05-24** Hydrant Flushing
- ✓ **05-25** N Main Pump Station check, Hydrant Flushing, Spaulding St. water break repair

Street Department

05-19 Street sweeping, trash pickup Main St. and shop, hauling crushed asphalt to shop, Catch basin rebuild on Seminary St. and East St., paperwork, check issues work on Bob Cat#1, shop maintenance, check and clean out basins, repairs to truck #6

05-20 Paint crosswalks, break up sidewalk on Warren St., fill pot holes, Street sweeping, and repairs to truck #6

05-23 Street sweeping, paint crosswalks, fill in pot holes, paperwork, repairs to truck #23, remove chains and lube bed chain, make room in DPW back yard for Pump Station items, check catch basins on Seminary St., pull ties for Sewer and Water on Bailey Street, Manager candidate visited the DPW complex and toured all active facilities.

05-24 Removed sidewalk at 160 Seminary Street behind Yipes repaired catch basin and road behind and prep to pave after correcting drainage issue, Street sweeping, painting crosswalk's, paperwork, repairs to hot box, unload pipe from FW Webb for N Main Pump Station project, cleaned up dump sites on Merchant's Street and next to Hope Cemetery site.

05-25 Hydrant Flushing, Street sweeping, Spaulding St. water break repair, pave Seminary St. gutter line to catch basin, remove part of Warren St. sidewalk, paperwork, unload Pump Station pipe delivery. Move concrete at Granite Museum, painting crosswalks,

5. FINANCE DIRECTOR:

- Attended two meet-and-greets with prospective city managers
- Attended two council meetings where prospective city managers gave presentations to the public
- Most of the week was spent working on compiling data for the AccuData payroll conversion – target date for implementation is July 1
- Sr. Accounting Clerk on vacation this week
- Reviewed and approved AP Invoices

6. DEPARTMENT OF PUBLIC SAFETY:**6a. FIRE DEPARTMENT:**

Weekly Fire Activity Report to follow this memo.

6b. POLICE

Police Media Logs to follow this memo.