

**REGULAR COUNCIL MEETING**

**Tuesday, July 23, 2024 6:00pm**

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5taldoYkgvSUdTcldqSUVGQT09>

**Meeting ID: 889 8252 5535    Passcode: 675736**

**One tap mobile    929-205-6099**

<b>Page</b>	<b>Agenda Item</b>
	1. Call to Order – 6:00PM
	2. Adjustments to the Agenda
	3. Visitors & Communications
	4. Consent Agenda
4	A. Approval of Minutes i. Regular City Council Meeting of Tuesday July 16, 2024
	B. Clerk’s Office Licenses & Permits C. Authorize the Manager to execute contract(s)
	4-a. Approve City Warrants A. Approve warrants from Week of July 24, 2024
	5. City Clerk & Treasurer Report
	6. Liquor/Cannabis Control Boards
	7. City Manager’s Report
	8. New Business
9	A. Authorize the Manager to execute a purchase option with Downstreet for development of Wobby Park B. Storm recovery updates (Manager)
	9. Upcoming Business
	10. Round Table
	11. Executive Session – as needed
	12. Adjourn

The next regular meeting of the City Council is scheduled for Tuesday, August 6, 2024.



## City of Barre, Vermont

6 N. Main St., Suite 2  
Barre, VT 05641  
[www.barrecity.org](http://www.barrecity.org)

R. Nicolas Storlicastro  
City Manager  
(802) 476-0240  
[citymanager@barrecity.org](mailto:citymanager@barrecity.org)

### MEMO

**TO:** City Council  
**FROM:** The Manager  
**DATE:** 7/19/2024  
**SUBJECT:** Packet Memo re: 7/23/2024 Council Meeting Agenda Items

Councilors:

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

#### **4-C Contract(s) for approval**

There are no contracts for approval.

#### **8-A Authorize the Manager to execute a purchase option with Downstreet for development of Wobby Park**

Earlier this year, in an effort to address the urgent need for housing and after consulting with the Wobby family, the City Council authorized the City administration to seek letters of interest for the development of Wobby Park. Unfortunately, no letters were submitted as part of that effort. However, the City has continued engagement with Downstreet on a potential project. Recently, Downstreet reached out to gauge interest about the prospect of building 3-4 homes under Downstreet's Shared Equity Program. After speaking with the Wobby family, and receiving their support to proceed with this project, I am requesting authorization to execute a purchase option with Downstreet to develop the property as described herein.

#### **8-B Storm recovery updates (Manager)**

There is no memo in the packet for this agenda item. The Manager will present a PowerPoint during the Council meeting on recovery efforts.

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

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

**Regular Meeting of the Barre City Council  
Held July 16, 2024  
Council Chambers-Barre City Hall**

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

**Absent:** none

**Adjustments to the Agenda:** Approval of electrical and plumbing permits.

**Visitors & Communications:**

Chief Cushman & Deputy Chief Aldsworth report of possible flooding with the rain coming in this evening and rather quickly. DPW has been clearing drains and trash racks. Please stay off roads.

James Galfetti of S. Vine St.- commented on the Berlin St. bridges ability to create a damming affect when the river rises due to extreme rainfall. Since the rebuild, and the loss of 4' of clearance under the bridge in that rebuild, and debris is continually building up and getting trapped, causing a dam. He suggested dredging the rivers as they have been done long ago.

Kenneth Lunde of 199 Merchant St.- Informed the council of his efforts to keep the culvert and near his home free of debris left behind by GMP as their contractors cut/trimmed trees around power lines. His work with his excavator has spared Merchant St from flooding and possibly washing away. Can someone follow up on GMP's practice of doing this and remedy the problem.

**Approval of Consent Agenda:**

- A. Approval of Minutes:
  - i. Regular meeting of July 2nd, 2024. **\*\*Corrected to reflect members of the majority on the Downstreet/DCF project.**
- B. Clerk's Office Licenses and Permits; Entertainment Lic.- Forbin's Finest for July 27<sup>th</sup> Event
- C. Authorize the Manager to execute contracts; none
- D. Resolution #2024-12: Approve Vermont State Revolving Fund loan agreement.
- E. Resolution #2024-13: Appoint NBRC Authorized Official
- F. Approve indefinite waiver of building and flood hazard permit and registration fees for any emergency repairs related directly to flood damage. (Permits still mandatory)
- G. Authorize Manager to abate water/sewer bills for customers impacted by the flood

**Moved for approval by Councilor Stockwell, seconded by Councilor Cambel. Approved**

- 4-a. Ratify warrants from Week of July 10<sup>th</sup>, 2024.
- b. Approval of warrants from Week of July 17<sup>th</sup>, 2024

**Moved for approval by Councilor Gustin, seconded by Councilor Deering. –Approved  
(Councilor Spaulding Abstained)**

**City Clerk & Treasurer Report –**

With the events of last week, the clerk’s office has been busy fielding phone inquiries regarding volunteering, where to get assistance, areas of damage to sidewalks and streets, and where to dispose of flood debris.

Tax bills are closer to creation. Meeting with NEMRC and assessors staff to discuss options for 1<sup>st</sup> round bills (interim bills) due to the BUUSD budget failing to pass. Planning of having interim tax bills out for end of July or beginning of August.

612 absentee ballots have been mailed, and 229 valid ballots have been received at the office.

**Liquor Control Board/Cannabis Control Board – None**

**City Manager’s Report –**

Swim lessons will begin Saturday, July 20 and end Friday, August 2. The cost of lessons is \$40 for residents and \$60 for non-residents. Please fill out an application form. Bring your filled out form and payment to the City Pool to arrange classes with the instructors. If you have been impacted by the July 2024 floods and would like to register your child for classes, please contact the City Manager as limited scholarships will be available.

The interim Zoning hearing on state laws that will apply to city ordinances has been moved to August 6<sup>th</sup>.

Barre Day-Vermont Emergency Management (VEM) will be at Alumni Hall on July 18th from 8am to 2pm to discuss with targeted residents those on the buyout list or substantial damage list about the the hazard mitigation grant program and to chat with experts about potential projects that can be rolled into the City’s application.

Downstreet has taken some time to provide some volunteer upgrading to the City Hall Gazebo as well as cleaning up the façade of vacant business buildings.

The recovery effort of the City staff has been a solid team effort including the Fire, Police, Public works, Permitting & Planning, Facilities, Finance for expense tracking and City Hall staff.

Discussion on resident clean-up, specifically as to where and how to rid their property of the mud and flood debris, lead to information about strategic placement of some dumpsters for debris and instruction on placing

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the mud and sludge on street edge/curbside for DPW to remove. DPW will be returning to neighborhoods for those who have not had a chance to get the mud/sludge to the curbside.

Hot spots, like the North End will be attended periodically, however, residents in lesser known areas within the City should contact the City to provide the streets in need of pick-up.

Central Vermont Solid Waste is standing up a hazardous waste disposal site at the Barre Auditorium, as well as, tire disposal.

**New Business –**

**A) Storm event and recovery update (Manager)**

The Manager outlined a timeline of events;

Pre-impact;

Clearing trash racks & storm basins-checking problem areas around the rivers (trestles-bridges)-preparing Auditorium for shelter-monitoring the forecast-distributing sandbags to residents and businesses.

Impact day; monitoring culverts and storm drains as they were becoming overwhelmed-urging residents to stay off streets and stay home-closed some city streets-performed (12) high water rescues.

Recovery-First steps

Closed Main St and Maple St for mud clean up

Put a boil water notice in effect

Ramped up FEMA compliant operations

Secured dumpsters for debris

Red Cross set up at the Auditorium

Bottled water was made available to residents of central Vermont

Inspection of heavily impacted properties were conducted

Renters were urged to call code enforcement

Current/On Going;

Cleaning up mud and debris

Clearing trash racks and stormdrains

Supporting Barre Up's volunteer efforts to rebuild/and repair

Provide relief to homeowners

Barre Up-update; Pam Wilson, Shawna Trader (Barre Up) Kristen Bauman (Director of Aldrich Library/Treasurer for Barre Up) Matt Russic (Resource construction manager) Prem Linsky (Barre Up construction manager) Marshall Hartman (Resource construction)

Kristen Bauman-informed the Council staff at the Library will assist in reporting all damages from the flooding to the 211 call center, and a computer at the Library has been dedicated for that purpose.

This dedicated group of humans have worked tirelessly since the flooding of July 2023, and are heartbroken to see the work they and homeowners impacted then, are now facing more devastating damage due to July 2024 flooding. The group have been working to try and secure homes that sometimes do not feel safe for them to be in, but knowing the resident does not have any alternative living situation, they risk themselves for others. They expressed the challenges of trying to repair homes with limited resources and funding. These individuals will continue to serve, support and direct residents to improve living conditions in their homes. Pleas for more hands on help, structural engineers, and foundation assistance because locally they are hard to find available.

**B) RIVER (Resilience Initiative for Vermont Empowerment and Recovery) program update (CVRPC)**

Members, Keith, Alex, Roy and Will from the Central Vermont Regional Planning Commission presented findings based on a study done since the flooding of July 2023. The study were based on (3) guiding points;

- 1) The what and where of moving things and people. Where will the people go in an already struggling housing crisis?
- 2) Can you drop the local flood level so other surrounding properties and people remain unharmed?
- 3) Can you really change flood capacity and storage?

Several projects were discussed including the Berlin St bridge, Willey St bridge and the rail trestle between the two. Creating flood plains within the areas where buyouts are in process, and where the water could rest without flooding surrounding home were in this list. The group would like the Council and City staff to examine the list to prioritize what we feel would have the greatest and most beneficial impact for the cost so CVRPC staff can use that information when applying for grant money.

**C). Discuss draft resiliency plan (Waszazak/Gustin)**

Councilor Gustin brought the draft to the forefront for updated information based on input from residents and research. Identifying key neighborhoods and vulnerabilities and the variety of challenges each area faces and combine the suggested projects and apply them to neighborhood areas. An appendix of resources has been added to the draft. Question on how the arrive to the final plan, and how the short, medium and long term projects will be implemented. The plan was defined as always changing, adapting and adjusting to goals reached and projects completed.

**D). Discuss Prospect Heights projects next steps (Mayor)**

Mayor Lauzon and board member stated the next steps to the Prospect Heights project was appointing Manager Nicolas Storellicastro as the Authorized official. The project is in the due diligent stage, taking a look at the project at a high level. The Manager, Janet Shatney and Emel will participate in NBRC training and start picking up steam. The hope is to design and permit the project this winter and break ground in January. Brian Lane Karnas of Dewolfe Engineering Associates is on the short list of engineering candidates, but has not been interviewed by the full board yet.

**Upcoming Business –**

Manager- Angie from Downstreet will be discussing a project.  
Zoning hearing August 6<sup>th</sup> conform to State law  
Draft for short term housing ordinance should be available.

Councilor Stockwell-Redraft minimum housing ordinance with a focus on heating standards  
Rebuilding energy standards

Councilor Spaulding-Keep the \$250,000 Revolving Loan that was tabled last meeting on the radar. Tess and Angie should be ready with more details soon.

Next Council meeting is July 25<sup>th</sup>, 2024.

**Round Table –**

Councilor Stockwell- attended the Homelessness meeting. Staffed for Barre Up, found it sad and distressing. Want to be sure

Councilor Spaulding- Thanked Barre Up (they are working as a well-oiled machine, good people doing good work). Volunteered for Barre Up. Listened to a podcast about old rivers and streams and beavers. She recognized we as humans have been doing things wrong for a while.

Councilor Waszazak- Volunteered also, mucking out mud. Wants to thank the Aldrich Library for becoming a resource hub for volunteers and assistance guidance.

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Councilor Cambel- Attended the Homelessness meeting and saw how many organization come together with so many obstacles to navigate through, but showing the movement forward is getting better.

Councilor Gustin- Reflecting on how people have come together for Barre from everywhere. Not fair that we are having to do this again, but thankful for those who step up to the challenge.

Councilor Deering-Gratitude for what we do have, emphasized the need to make sure those around you know you appreciate them and they are important.

Mayor Lauzon-Proud of everyone. Received a text message from Governor Scott, his commitment to the North End is still strong the change is, the sense of urgency. He is confident that together projects for the North End will move forward.

Executive session was proposed by the Mayor in reference to a legal matter; Motion for an executive session was moved by Councilor Stockwell and seconded by Councilor Gustin. Approved by all

Motion to go into Executive session was moved by Councilor Spaulding and seconded by Councilor Gustin at 9:51pm. Approved by all

Motion to end executive session was moved by Councilor Deering, seconded by Councilor Cambel. Approved by all

Motion to adjourn was moved by Councilor Deering, seconded by Councilor Cambel. Approved by all

Adjourned at 9:55pm

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

Respectfully submitted,

Cheryl A. Metivier, City Clerk



REAL ESTATE OPTION AGREEMENT

This Real Estate Option Agreement (the "Agreement") is entered into by the City of Barre, Vermont, ("Seller"), and Downstreet Housing and Community Development, Inc. ("Downstreet" or "Purchaser"). In consideration of the agreements hereinafter set forth, the parties agree as follows.

1. DEFINITIONS. For the purposes of this Option Agreement, the following words and phrases have the following meanings assigned to them:
  - a. "Closing" means the closing of the purchase and sale of the Property in accordance with Paragraph 5 below.
  - b. "Option Money" means \$1 payable at the time of execution of this Agreement.
  - c. "Option Period" means the period of time beginning with the Seller's execution of this Option Agreement and ending not later than July 16, 2025, with closing to occur 90 days after the exercise of this Option, unless the time for performance is mutually extended by a written agreement of the parties hereto.
  - d. "Property" means, "Wobby Park", a .41 - acre lot as part of a larger parcel on 4th Street suitable for building (adjacent to the Public Safety Building)
  - e. "Purchase Price" means One Dollars U.S. (**\$1**).
2. OPTION. The Seller grants to the Buyer the sole and exclusive right and option throughout the Option Period to notify Seller of Buyer's intent to purchase the property for the Purchase Price, for the purpose of building 3-4 deed restricted homes as part of Downstreet's Shared Equity program, prioritized to those impacted by recent flooding, for the Purchase Price. The Property shall be sold and conveyed "AS IS," in its condition and state of repair as of Purchaser's execution of this Option Agreement, except for reasonable wear and tear and casualty damage. The Seller makes no warranty, express or implied, as to the physical condition of the Property or the fitness or suitability of the Property for the Buyer intended purposes or for any other purpose. The Buyer shall rely on its due diligence activities to determine the physical condition and suitability of the Property for the Buyer's intended purposes.
3. CONSIDERATION FOR THIS OPTION. Pursuant to 1 (b) above, the Buyer has paid the initial \$1 of the Option Money to the Seller as the consideration for this Option, and the Seller acknowledges receipt thereof.
4. EXERCISE OF OPTION. The Buyer may exercise this Option at any time during the Option Period but not later than July 16, 2025, by delivering a notice in writing

to the Seller stating that Buyer elects to exercise the Option to Purchase, and delivering therewith the additional Option Money sum of \$1. The Notice shall be given by certified mail addressed to the Seller at its address set out below in Paragraph 14, or at such other address that the Seller provides to the Buyer in writing. Notice shall be deemed to have been given on the date on which the Buyer delivers the notice to the United States Postal Service for mailing.

5. CLOSING. If the Buyer exercises this Option, the Closing shall take place at a time and place mutually agreed to by the Buyer and the Seller, but not later than ninety (90) days following the date of exercise of this Option (for example, closing would be approximately June 15, 2025 if the Option is exercised on March 15, 2025). At the Closing, the Seller shall deliver to the Buyer customary Vermont title and transfer documents in form and substance reasonably acceptable to Buyer, their attorney and a Vermont Title Insurance Company of Buyer:
  - a. a resolution in recordable form, authorizing the Seller's transfer of title to the Property to the Buyer and appointing an individual to execute all transfer documents for the Seller;
  - b. a Warranty Deed in the usual Vermont form, sufficient to convey marketable and insurable title to the Property under Vermont Law and Vermont Title Standards;
  - c. a completed Vermont Property Transfer Tax Return;
  - d. if the conveyance of the Property is subject to the Vermont Land Gains Tax, a certificate issued by the Vermont Department of Taxes certifying the amount of the Vermont Land Gains Tax due or certifying that no such tax is due on account of the conveyance;
  - e. a discharge and/or termination statement of any mortgage, security interest, lease, lien or other encumbrance affecting the title to the Property;
  - f. any affidavits, reports and agreements that may be reasonably required by the Buyer's title insurance company as a condition to its issuing an unconditional owner's title insurance policy with respect to the Property; and
  - g. without additional expense to the Seller, such other instruments as the Buyer may reasonably request to carry out the purchase and sale of the Property.
6. PURCHASE PRICE. At the Closing, the Buyer shall pay the Purchase Price to the Seller by good bank or certified check, or by wire transfer, at the Seller's election. The Option Money paid shall be credited towards the Purchase Price.
7. PRORATED EXPENSES. At the Closing, the following expenses and adjustments shall be borne by the Seller or the Buyer as follows:

- a. Real Property Taxes: Education Property taxes and municipal property taxes shall be prorated using appropriate fiscal year;
- b. Title Search: the Buyer;
- c. Vermont Property Transfer Tax: the Buyer;
- d. Preparation of Transfer Documents: the Seller;
- e. Vermont Land Gains Tax, if any: the Seller;
- f. Land Use Change Tax, if any: the Seller; and
- g. Broker Commissions; the Seller.

8. ACCESS TO THE PROPERTY.

- a. The Seller hereby authorizes the Buyer and the Buyer's agents, employees and invitees to enter onto the Property for the purpose of making such inspections, tests, surveys and other studies that the Buyer decides in its sole discretion are necessary to determine whether the Property is suitable for Buyer's intended purposes; and
- b. the Buyer shall at its expense repair any damage to the Property that may result from conducting of any such inspections, tests, and studies.

9. REPRESENTATIONS AND WARRANTIES OF THE SELLER. The Seller hereby represents and warrants to the Buyer that:

- a. the Seller is a Vermont municipality which has been duly organized and is validly existing and in good standing under the laws of the State of Vermont and has the full power and authority to enter into, execute, deliver, consummate and carry out the transaction contemplated by this Option Agreement and any instruments and agreements reasonably necessary therefor;
- b. the Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by the Seller's creditors; or (iii) suffered the appointment of a receiver that could take possession of all or substantially all of the Seller's assets;
- c. the Seller has no knowledge of any litigation or claim, pending or threatened, against the Seller that would have an adverse effect on the Property, the Seller's ability to convey the Property pursuant to this Option Agreement, or any successor owner of the Property;
- d. the Seller has no knowledge of any condition affecting the Property that might have a material adverse effect on the natural environment; and

- e. the Seller will be the record owner of marketable title to the Property at the Closing.
10. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller that:
- a. the Buyer is a non-profit corporation duly organized and in good standing under the laws of the State of Vermont and has the full power and authority to enter into, execute, deliver, consummate and carry out the transaction contemplated by this Option Agreement and any instruments reasonably necessary therefor; and
  - b. the Buyer is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditor's rights.
11. ASSIGNMENT. The Buyer may assign this Option and its rights hereunder to the City of Barre, Vermont without the Seller's consent.
12. COMMISSIONS AND FEES. The parties represent to each other that no real estate broker, agent of finder was the competent producing cause of this Option Agreement. Each party shall indemnify and hold harmless the other party from and against, and shall pay the legal expenses the other party incurs in connection with, all claims or demands made by any real estate agent, broker or finder claiming by, through, or under such party.
13. NOTICES. Any notice or other communication other than the Notice provided for in Paragraph 4 above that is to be given hereunder shall be in writing and delivered by certified mail, or sent by reliable electronic means, or sent by nationally recognized overnight courier to such party at the address set forth below:

If to Seller:                   City of Barre  
  Attn: Nicolas Storellicastro  
  6 N. Main Street,  
  Suite 2  
  Barre, VT 05641

If to Buyer:                   Downstreet Housing and Community Development, Inc.  
  Attn: Nicola Anderson  
  22 Keith Avenue Suite 100  
  Barre, VT, 05641

14. **RECORDING.** This Option Agreement shall not be recorded in the land records. The Buyer may, at its election, prepare and record a notice of the existence of this Option Agreement. The Seller shall execute and acknowledge the notice if the Buyer so requests.
15. **ENTIRE AGREEMENT; AMENDMENT.** This Option Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Option Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.
16. **BINDING EFFECT.** This Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**EXECUTION PAGE FOLLOWS**

SELLER  
City of Barre, Vermont

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF WASHINGTON

At \_\_\_\_\_, Vermont, in said County, this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, personally appeared \_\_\_\_\_, duly authorized agent for the City of  
Barre, Vermont, and he acknowledged this instrument, by him sealed and subscribed, to be his  
free act and deed and the free act and deed of Barre City, Vermont

Before me, \_\_\_\_\_  
NOTARY PUBLIC, My Commission Expires 01/31/2025  
Commission #: \_\_\_\_\_

BUYER  
Downstreet Housing and Community Development, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF WASHINGTON

At \_\_\_\_\_, Vermont, in said County, this \_\_\_ day of \_\_\_\_\_,  
personally appeared \_\_\_\_\_, duly authorized agent for Downstreet and  
acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and  
the free act and deed of Downstreet

Before me, \_\_\_\_\_  
NOTARY PUBLIC, My Commission Expires 01/31/2025  
Commission #: \_\_\_\_\_