

REGULAR COUNCIL MEETING

Tuesday, May 23, 2023 7:00pm

Council Chambers or Zoom

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5taldoYkgySUDtclldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile: 929-205-6099

Page Item

1. Call to Order – 7:00 pm
2. Adjustments to the Agenda
3. Approve a resolution honoring Louis Americo Polli, the first Italian-born Major League Baseball player
4. Visitors and Communication
5. Consent Agenda
 - A. Approval of Minutes
 5. i. Regular City Council Meeting of Tuesday May 8, 2023
 9. B. City Warrants
 - i. Ratification of the Warrants from Week of May 17, 2023
 - ii. Approval of City Warrants from Week of May 24, 2023
 20. C. Clerk’s Office Licenses and Permits
 21. D. Accept the resignation of committee, task force, board, and commission members
 22. E. Authorize Manager to execute a contract and accept a Vermont DWSRF loan application for lead pipe inventories as required by the U.S. EPA
 36. F. Authorize Manager to execute contracts
 - i. Replace the pool house roof
 - ii. Perform environmental services at Enterprise Aly
 - iii. FY24 fuels
 - iv. FY24 public works supplies
 6. City Clerk & Treasurer Report
 7. Liquor/Cannabis Control Boards
 8. City Manager’s Report
 9. New Business
 55. A. Volunteer appointments/reappointments
 - i. Cow Pasture Committee – Janette Shaffer (reappointment)
 56. B. Update on preparations to address the end of the state’s motel housing program (Manager)
 63. C. ARPA Community Innovation Fund presentations and authorize funding for selected projects (Manager)
 68. D. TIF Update (Manager, Clerk, Stephanie Clarke, and David White)
 71. E. Ordinance #2023-01: Community Investment Ordinance – second reading and public hearing warned for 7:30 P.M. (Councilor Waszazak)
 77. F. Authorize \$45,297.78 in undesignated FY23 fund balance to purchase replacement fire gear (Chief Cushman)
 9. Upcoming Business
 10. Round Table
 11. Executive Session – As Needed
 12. Adjourn

Nicolas Storellicastro, City Manager

The portion of this meeting starting at 7:00pm will be taped for re-broadcast on Channel 192 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 Committee Meeting this week

Thursday May 25

Special Meeting Planning Commission 5:30 PM Council Chambers

Tuesday, June 6

Barre City Board of Abatement 6:00 PM Council Chambers and Zoom

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

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



City of Barre, Vermont

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

MEMO

TO: City Council
FR: The Manager
DATE: 5/19/23
SUBJECT: Packet Memo re: 5/23/23 Council Meeting Agenda Items

Councilors:

As a reminder, the next Council after Tuesday will be Tuesday, June 6, 2023.

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

Item 3: Approve a resolution honoring Louis Americo Polli, the first Italian-born Major League Baseball player

The Vermont Mountaineers baseball team will be honoring Louis Polli on Saturday, July 8, 2023. As part of the festivities celebrating this famous former resident of Barre, we have been asked to consider a resolution that will be displayed this summer during Lou Polli Night.

4-F: Authorize the Manager to execute contracts

This item contains several contracts for Council's consideration and approval. One particular item to note is that similar to past practice, I am requesting your authority to approve an acceptable range for heating fuel and propane. Given that the prices of these items fluctuate daily, this will allow us to monitor the markets and execute a contract that maximizes savings.

9-A: Volunteer appointments/reappointments

There is no memo associated with this item, only the volunteer's application form. Due to the size of the agenda, I deferred consideration of volunteer appointments/reappointments until the Council's June 6 and June 20, 2023 meetings, one volunteer informed me that she will be unavailable due to prior travel commitments on both dates. In order to accommodate this volunteer, I am requesting that Council conduct the required interview this week. Council can choose to defer its decision on reappointment until after all interviews are concluded.

9-B: Update on preparations to address the end of the state's motel housing program

There is no memo associated with this items, only a PowerPoint presentation. I have also invited representatives from Capstone, Good Samaritan Haven, as well as the chairs of both the Barre and Montpelier Homelessness Task Forces to join me for this update. State Representative Jonathan Williams has been part of our coalition planning meetings and will also be present.

9-C: ARPA Community Innovation Fund presentations and authorize funding for selected projects

All 9 applicants have been contacted, and all but one (as of delivery of the packet) have confirmed attendance. I have shared the questions that were submitted by Councilors to the applicants and asked that they be prepared to provide responses at the meeting.

**A RESOLUTION RECOGNIZING FORMER BARRE RESIDENT LOU POLLI,
THE FIRST ITALIAN-BORN PERSON TO PLAY MAJOR LEAGUE BASEBALL**

WHEREAS, Lou Americo Polli was born on July 9th, 1901 in Baveno, Italy and emigrated with his family to Barre, Vermont; and

WHEREAS, Polli was a standout Spaulding High School player and transferred to Goddard Seminary Prep School, where he continued to excel, including by striking out twenty-eight batters in a ten-inning game against Cushing Academy on June 3, 1921; and

WHEREAS, Polli made his Major League debut in 1932 with the New York Yankees, a team that in addition to Polli featured Polli's bridge partners and teammates Babe Ruth and Lou Gehrig, among others, and swept the Chicago Cubs in that year's World Series; and

WHEREAS, the National Baseball Hall of Fame in Cooperstown, New York recognizes Polli as the "First Italian-born Baseball Player to Play in the Major Leagues," and remains one of only seven Italian-born persons to ever play in the Major Leagues; and

WHEREAS, Polli carved out an impressive minor league pitching career, compiling a record of 263 wins against 226 losses, and a career earned run average of 4.68; and

WHEREAS, during his professional career, Polli played for teams in Harrisburg, Pennsylvania; St. Paul, Minnesota; Louisville, Kentucky; Milwaukee, Wisconsin; Montreal, Canada; Chattanooga-Knoxville, Tennessee; and he finished his career by throwing a no-hitter during the final game of the season for the Jersey City Giants in 1945; and

WHEREAS, Polli lived his final years in Vermont, and died on December 19, 2000 at the age of 99, and was, at the time of his passing, the oldest living former Major Leaguer, and he was laid to rest in historic Hope Cemetery; and

WHEREAS, the life and accomplishments of former Barre resident Lou Polli will be celebrated on Saturday, July 8, 2023 by the Vermont Mountaineers baseball team, and a permanent exhibit featuring photos and recognition plaques will be placed at the Mutuo Italian-American Club, where Polli was a member for over 50 years, to celebrate and recognize Polli's many career accomplishments.

NOW, THEREFORE, BE IT RESOLVED, by the Barre City Council, that the City of Barre commends the remarkable achievements of Lou Americo Polli in Major League Baseball, and recognizes his contributions to the rich history of this City;

BE IT FURTHER RESOLVED, that the City Council does hereby declare Saturday, July 8, 2023 to be "Lou Polli Appreciation Day" to express our most profound appreciation for his accomplishments and legacy.

BY ORDER OF THE CITY COUNCIL THIS 23rd DAY OF MAY 2023

Jake Hemmerick, Mayor

Carolyn Dawes, City Clerk & Treasurer

Emel Cambel, Ward I

Thom Lauzon, Ward I

Michael Boutin, Ward II

Teddy Waszazak, Ward II

Michael Deering II, Ward III

Samn Stockwell, Ward III

**Special Meeting of the Barre City Council
Held May 8, 2023**

The Special Meeting of the Barre City Council was called to order in person and via video platform by Mayor Jake Hemmerick at 7:15 PM at Barre City Hall, Barre, Vermont. 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 Nicolas Storrellicastro, IT director Ryan Starr, and Clerk/Treasurer Carol Dawes.

Absent: NONE

Others Present: NONE

There were technical difficulties with the Zoom connection. The meeting started at 7:15 PM without the Zoom connection. The Mayor rearranged the agenda in hopes the issues would be resolved shortly.

Adjustments to the Agenda:

- Add discussion on requiring recordings of committee meetings.
- Add discussion on end of state housing and homelessness program.

Approval of Consent Agenda:

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

- A. Approval of Minutes:
 - i. Regular meeting of April 25, 2023.
- B. City Warrants as presented:
 1. Ratification of Week 2023-18, dated May 3, 2023:
 - i. Accounts Payable: \$104,651.61
 - ii. Payroll (gross): \$133,144.74
 2. Approval of Week 2023-19, dated May 10, 2023:
 - i. Accounts Payable: \$594,778.91
 - ii. Payroll (gross): \$129,013.22
- C. 2023 Clerk's Office Licenses & Permits:
 1. Food Vendor:
 - i. Crown Ice Cream, ice cream truck
 2. Entertainment:
 - i. Quarry Kitchen & Spirits, 210 N. Main Street, annual license
 - ii. Forbin's Reserve Inc, 21 Metro Way, May 27th outdoor event
 - iii. Forbin's Reserve Inc, 21 Metro Way, June 10th outdoor event
- D. Appoint Captain Nicholas Copping as Health Officer.
- E. Ratify submission of an FY24 AOT Municipal Roads Grants-in-Aid Program letter of intent.
- F. Ratify the Council's 4/25/23 decision to authorize a sole source purchase for a replacement structure at Garfield Playground.
- G. Accept an ERSA grant award.
- H. Approve Resolution #2023-04 to open an investment account at Union Bank

The technical problems were resolved, and the Zoom connect was established.

City Clerk & Treasurer Report –

Clerk/Treasurer Dawes reported on the following:

- The May 9th BUUSD budget revote will be held tomorrow at the Old Labor Hall on Granite Street. Polls are open from 7AM – 7PM.
- Fourth quarter property taxes are due by May 15th.
- Welcome to new Assistant Clerk Brenda Martineau, who started today.

Liquor Control Board/Cannabis Control Board – NONE

City Manager's Report –

Manager Storellicastro noted the following:

- The Barre Town stump dump yard waste disposal dates run through the rest of this month. The City will offer curbside pickup later this spring. The date is still to be determined.
- Visited the Newport public works garage to look at possible options for new building designs.
- New staff members include TJ LaRose as the Public Works Superintendent, Dave Larrabee as a new DPW mechanic, and Nick Copping as the new Fire Marshal.
- The Prospect Heights project received word it has not been selected to apply for a Northern Boarders grant to support building housing.
- People have noticed the turf conditions at Hope Cemetery. The Manager said a significant grub infestation has led to birds and skunks digging up the ground. The department is working on treating the issues.

There was discussion on requesting an extension of the stump dump dates. Manager Storellicastro will reach out to Barre Town to make the request.

The City is exploring grant funding options to hold bulky waste and tire collections later this year.

Visitors and Communications –

William Toborg said at the April 10, 2023 Barre City Republican Committee Meeting, a resolution was passed unanimously that called upon the City and state to prohibit the government purchase of products made in China and any other country that allows slavery, and to prohibit granting subsidies to pay for any such products.

Te Chen asked the Council to support the anniversary of falun gong, a Chinese meditation and exercise practice. Te Chen serves the community by teaching falun gong at the library, book store, and schools. She condemns communism in China, where falun gong practitioners are persecuted, and encouraged a change of mindset to embrace everyone.

New Business –

A) Upcoming events update from The Barre Partnership.

Barre Partnership executive director Tracie Lewis reviewed the summer events including Flowers in the Downtown, farmers' market in the Depot, Thursday night concerts and food trucks in Currier Park, and the Heritage Festival in late July. Ericka Reil said she'll be in touch with Ms. Lewis to coordinate the Barre Pride event in June.

B) Discuss and approve application to IDEAL Vermont.

Manager Storellicastro said the Diversity & Equity Committee has drafted responses for the IDEAL Vermont application, but is recommending the City participate in VLCT's cohort program before seeking to participate in IDEAL Vermont. D&E Committee chair Joelen Mulvaney said the cohort program is 6 months long and would dovetail with the discussion groups the committee will be starting this summer.

There was discussion on whether the cohort and IDEAL can be dual tracked and whether there's enough bandwidth on the committee and in City staff to carry out both at the same time. It was noted the IDEAL program requires a high level of commitment and staff time.

Ms. Mulvaney said the committee will take the discussion up at its next meeting, and hold a vote on moving forward with the cohort program. The committee will bring back its recommendation and a review of the timeline for implementations.

C) ARPA Community Innovation Fund Round II applications update.

Manager Storelicastro reviewed the history of the community innovation fund, including the timelines and letters of interest/applications submitted. The Manager showed a list of the projects on the list, their requested amounts and required matches. He noted Studio Place Arts is asking that their project matching requirement be waived as the project is on City property.

Gary Hall said the fence at the Vine Street playground needs replacing. Mr. Hall said he'd like to see a basketball court installed at the playground, and there should be picnic tables, and the benches need repairs. He is willing to volunteer his time and donate some materials to make improvements at the playground.

There was discussion on inviting requesters to make brief presentations to the Council, interest in funding projects out of the City, balancing the projects with needs of those experiencing homelessness, and encouraging Barre Town to contribute a matching amount to any allocation from the City towards installing lights at the Bond athletic field. William Toborg said it would be good to hear from the requesters, and Emily Reynolds said the athletic field is important to both Barre City and Barre Town kids.

Manager Storelicastro will schedule the applicants to attend the next regular Council meeting.

Other) Recording meetings of municipal committees.

Councilor Boutin said committees using Zoom for their meetings should be required to record them. There was discussion on public records laws and archiving recordings. Joelen Mulvaney said any such policy would need to address situations where intellectual property presented at a meeting can be protected. Ellen Kaye said the Council would need to assure any such rule is applied evenly. Ericka Reil said staff liaisons need open meeting law training, similar to what was provided for committee chairs.

Other) Homelessness in Central Vermont – potential impacts on municipal services.

Manager Storelicastro said the City is working with Berlin and Montpelier on plans to address the end of the state's housing program for those experiencing homelessness, and the impacts on municipalities. There is a press conference on this issue in Montpelier tomorrow afternoon. There was discussion on how many households and individuals will be impacted, lack of available beds in local shelters, needs for medical and mental health services, lack of reliable data, needs for a regional approach, developing camping locations, and the lack of a transition plan from the state.

Gary Hall said he lived in the system for 2 ½ years, and it's a statewide problem. Mr. Hall said vacant housing could be turned into housing for those who are experiencing homelessness.

Ericka Reil said safe camping sites need to be developed, and folks need access to medical and mental health services.

Joelen Mulvaney said the emergency shelter at the auditorium should be opened as it would be in any other emergency situation.

There was discussion on the City's emergency management plan, use of the auditorium or school as a shelter, staffing and services required for a shelter, what level of government is right to address this issue, costs associated with opening an emergency shelter, and creating a series of briefings over the coming weeks.

Colleen Boyd said she is concerned about this travesty, and there's a need to find fairly quick solutions and safe sleeping locations.

Upcoming Business –

- Second reading of the contractor ordinance
- Interviews and appointments to City committees
- Demonstration of budgeting software

Round Table –

Councilor Deering said there were great Green Up Day activities at Green Acres last Saturday, with the Barre City police and fire/EMS departments participating.

Councilor Stockwell said the Aldrich Library spring fling was a great event.

Councilor Waszazak agreed on the spring fling. He said we shouldn't criminalize homelessness, and people should reach out to the Senate Appropriations Committee to tell them to fund a solution.

Councilor Boutin said last Saturday's Blow Up to Glow Up event was great.

Councilor Cambel said this evening's conversations have been sobering and heartbreaking.

Executive Session – NONE

The meeting adjourned at 9:45 PM on motion of Councilor Lauzon, seconded by Councilor Stockwell.
Motion carried.

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

Respectfully submitted,

Carolyn S. Dawes, City Clerk

By check number for check acct 01(GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
15058 OTIS ELEVATOR CO							
	100401153918	Public Saftey Bldg	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	291.06	149023
	100401152719	Aldrich Public Library	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	234.12	149023
	100401152727	Connector Bldg	001-7020-320.0729	ANNEX MAINT	0.00	188.08	149023
	100401153759	Opera House	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	370.16	149023

					0.00	1,083.42	
01088 AFSCME COUNCIL 93							
	PR-05172023	PR weekending 05/12/23	001-2000-240.0007	UNION DUES PAYABLE	0.00	181.98	E308
01150 AIRGAS USA LLC							
	9996375033	Cyl rental Carbon dioxide	001-7015-320.0730	BUILDINGS & POOL MAINT	0.00	41.00	148973
	9997063890	lease renewal	001-7015-320.0730	BUILDINGS & POOL MAINT	0.00	891.90	148973

					0.00	932.90	
01013 ALLAN JONES & SONS INC							
	CM5/1616	24575R17 tires	001-8050-320.0743	TRUCK MAINT - STS	0.00	999.84	148974
01215 ALLEGIANCE TRUCKS JERICHO							
	X12201870401	fuel oil air filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	206.77	148975
	X12201870501	hvac air fuel oil filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	234.50	148975
	X12201870601	fuel oil air filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	232.58	148975
	X12201870701	fuel oil hvac air filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	248.69	148975
	X12201870801	air fuel oil filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	176.29	148975
	X12201870901	air fuel oil filters	001-8050-320.0743	TRUCK MAINT - STS	0.00	206.77	148975

					0.00	1,305.60	
01053 ARGENTI IVANA							
	05092023	poll worker special elect	001-5060-100.0110	PERSONNEL SERVICES	0.00	19.77	148976
23018 AUBUCHON HARDWARE							
	495672A	100' reel tape measure	003-8300-320.0727	BLDG & GROUNDS MAINT	0.00	24.29	148977
	495916	1.5V photo battery	001-8050-350.1061	SUPPLIES - GARAGE	0.00	5.84	148977
	495939	rusto satin drk brown	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	26.97	148977
	495964B	pikstiks reacher	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	70.17	148977
	495979B	nuts bolts weldable flat	002-8220-320.0740	EQUIPMENT MAINT	0.00	118.57	148977
	496046	key blank Blu mask tape	001-7015-470.1270	MACHINE/EQUIP OUTLAY	0.00	9.98	148977

					0.00	255.82	
01209 AVENU INSIGHTS & ANALYTICS							
	INVB-044651	image to film 3/1-3/31/23	001-5070-220.0417	RECORDING OF RECORDS	0.00	24.25	E309
01202 AVERILL ROSEMARY							
	05092023	poll worker spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	19.77	148978
02202 BARRY VIRGINIA							
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	148979

05/15/23
02:59 pm

City of Barre Accounts Payable
Warrant/Invoice Report # 23-46

Page 2 of 8
hgrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check

03434	BARSLOW CONTSTRUCTION						
	109	new roof for pool hse	050-5200-370.1167	ROOFING	0.00	23,726.55	149048
02204	BENOIT ELECTRIC INC						
	8067	discon motor recon w/seal	003-8330-320.0740	EQUIPMENT MAINT	0.00	842.85	148980
02235	BISSON PATTI						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	72.49	148981
02217	BROOK FIELD SERVICE						
	44785	VT Inspection/certificati	002-8220-320.0740	EQUIPMENT MAINT	0.00	260.00	148982
	44786	VT Inspection/certificati	003-8330-320.0740	EQUIPMENT MAINT	0.00	130.00	148982
					-----	0.00	390.00
03410	CAMBEL MEL						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	148983
03239	CARRIGAN JOAN						
	05092023	poll woek spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	148984
03043	CASELLA WASTE MGT INC						
	2844974	30 yrd roll off disposal	002-8200-320.0727	BLDG & GROUNDS MAINT	0.00	1,574.20	148985
03145	CHAMPLAIN VALLEY EQUIPMENT						
	CB57191	bucket tooth flex b pin	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	260.60	148986
03420	CHAMPLAIN VALLEY PLUMBING AND HEAT						
	559321	fuel oil	003-8330-330.0825	FUEL OIL	0.00	1,023.94	148987
	563677	fuel oil	001-7015-330.0831	WHEELLOCK BLDG FUEL	0.00	222.80	148987
	564373	fuel oil	003-8330-330.0825	FUEL OIL	0.00	150.87	148987
	564718	fuel oil	001-8050-330.0829	FUEL OIL - GARAGE	0.00	187.81	148987
	564719	Fuel oil	003-8330-330.0825	FUEL OIL	0.00	791.03	148987
	623023	fuel oil	003-8330-330.0825	FUEL OIL	0.00	353.06	148987
					-----	0.00	2,729.51
03031	CHARLEBOIS TRUCK PARTS INC						
	IT54910	suction hose T bolt clamp	003-8300-320.0752	MAIN LINE MAINT VACCON	0.00	222.64	148988
04208	DEERING MICHAEL						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	72.49	148989
04035	DELICATE DECADENCE						
	05092023	Coffee snacks	001-5060-360.1170	BCA EXPENSES	0.00	273.45	148990
05069	EDWARD JONES						
	PR-05172023	PR weekendng 5/12/23	001-2000-240.0006	ANNUITY PAYABLE	0.00	67.00	149049

By check number for check acct 01(GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
05059 ENDYNE INC							
	445558	WSID 5254 TC SP	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	22.50	148991
	445572	weekly testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	285.00	148991
	445796	Ecoli testing	003-8330-320.0749	WASTEWATER SAMPLING/TESTI	0.00	25.00	148991
	445894	WSID 5254 TC	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	112.50	148991
	445978	WSID 5254 DBP 2	002-8220-320.0749	WATER SAMPLING/TESTING	0.00	1,080.00	148991
					-----	-----	
					0.00	1,525.00	
05030 ESMI OF NEW YORK LLC							
	473756	4/23-4/29/23 biosolids	003-8330-230.0519	DISPOSAL OF SLUDGE	0.00	9,682.18	148992
06915 FIRST BAPTIST CHURCH							
	02051	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	5.67	148993
06070 FIRST NATIONAL BANK OMAHA							
	05012023	confrnce corp cup patches	001-6050-130.0180	TRAINING/DEVELOPMENT	0.00	40.00	148994
	05012023	confrnce corp cup patches	001-6050-130.0180	TRAINING/DEVELOPMENT	0.00	35.00	148994
	05012023	confrnce corp cup patches	001-6050-210.0310	COMPUTER ACCESS - PD	0.00	540.00	148994
	05012023	confrnce corp cup patches	001-6050-340.0940	CLOTHING	0.00	845.00	148994
	05012023	confrnce corp cup patches	001-6055-130.0180	TRAINING/DEVELOPMENT	0.00	30.00	148994
	05012023	confrnce corp cup patches	001-6040-130.0182	TRAVEL & MEALS	0.00	38.29	148994
	05012023	confrnce corp cup patches	001-9130-360.1383	WELLNESS INITIATIVES	0.00	306.00	148994
	05012023A	meals hotel command strip	001-5010-130.0184	CITY COUNCIL'S EXPENSES	0.00	66.57	148994
	05012023A	meals hotel command strip	001-5010-130.0184	CITY COUNCIL'S EXPENSES	0.00	27.50	148994
	05012023A	meals hotel command strip	001-5010-350.1053	OFF MACHINES SUPPLIES	0.00	35.77	148994
	05012023A	meals hotel command strip	001-5040-130.0182	TRAINING/DEVELOPMENT	0.00	447.70	148994
	05012023A	meals hotel command strip	001-5040-130.0182	TRAINING/DEVELOPMENT	0.00	300.00	148994
	05012023A	meals hotel command strip	001-5050-130.0182	TRAVEL/MEALS	0.00	447.70	148994
					-----	-----	
					0.00	3,159.53	
06065 FISHER AUTO PARTS							
	291-712249	brakleen & penetrating oi	001-8050-350.1061	SUPPLIES - GARAGE	0.00	392.64	148995
	291-712261	credit on penetrating oil	001-8050-350.1061	SUPPLIES - GARAGE	0.00	-105.12	148995
					-----	-----	
					0.00	287.52	
07208 GOLDSEIN JACOB OR CITY OF BARRE							
	02607	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	306.59	148996
	02607-592023	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	29.17	148997
					-----	-----	
					0.00	335.76	
07206 GREAT-WEST TRUST COMPANY, LLC							
	PR-05172023	PR weekending 5/12/23	001-2000-240.0006	ANNUITY PAYABLE	0.00	390.62	149050
07006 GREEN MT POWER CORP							
	04282023	Richardson Road	002-8200-200.0211	ELECTRICITY - RICH RD POL	0.00	38.06	148998

By check number for check acct 01 (GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	04282023A	street lights	001-6060-200.0210	ELECTRICITY	0.00	11,389.70	148998
	05032023	W Cobble Hill	002-8200-200.0209	ELECTRICITY - W CBL HL VA	0.00	30.83	148998
	05042023	59 Parkside Terr	001-6060-200.0210	ELECTRICITY	0.00	106.53	148998
	05042023	59 Parkside Terr	001-7015-200.0211	ELECTRICITY-POOL	0.00	26.63	148998
	05042023A	S Main/Parkside Terrace	001-6070-200.0210	TRAFFIC LIGHT ELECTRICITY	0.00	77.31	148998

					0.00	11,669.06	
07003 GUSTIN AMANDA							
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	19.77	148999
08993 HAMPSHIRE FIRE PROTECTION CO LLC							
	241568	service sprinkler system	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	2,467.50	149000
	241569	service sprinkler system	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	745.82	149000
	241570	service sprinkler system	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	753.51	149000
	241571	Annual sprinkler inspecti	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	350.00	149000
	241572	Annual sprinkler inspecti	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	375.00	149000
	241573	Annual sprinkler inspecti	001-7035-320.0727	BLDG & GROUNDS MAINT	0.00	480.00	149000
	241574	Annual sprinkler Inspecti	001-7030-320.0727	BLDG/GROUNDS MAINT	0.00	375.00	149000
	241575	Annual sprinkler inspecti	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	775.00	149000

					0.00	6,321.83	
08061 HASKINS DELNAR & KRISTIN							
	02273-42823	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	5.85	149002
09048 HEMENWAY ROBERT J							
	0615-0032-00	delinq prop tax refund	001-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	34.46	149003
08987 HEMMERICK JACOB							
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	19.77	149004
08053 HOLLAND CO INC							
	20621	sodium aluminate	003-8330-360.1148	SODIUM ALUMINATE	0.00	16,256.24	149005
	21077	sodium aluminate	003-8330-360.1148	SODIUM ALUMINATE	0.00	16,268.42	149005

					0.00	32,524.66	
20097 IAFF LOCAL #881							
	PR-05172023	PR weekending 05/12/23	001-2000-240.0007	UNION DUES PAYABLE	0.00	300.00	E311
09021 IRVING ENERGY							
	946412	propane	001-7030-330.0836	PROPANE	0.00	200.70	149006
	946739	propane	001-7030-330.0836	PROPANE	0.00	313.60	149006

					0.00	514.30	
10098 JACQUES MICHAEL & LINDA							
	03909	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	11.98	149007

By check number for check acct 01 (GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check

10003	JARVIS MICHAEL						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149008
11064	KELLY TOM						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	19.77	149009
12010	L BROWN & SONS PRINTING INC						
	99464	water quality rept 22	002-8220-230.0510	ADVERTISING/PRINTING	0.00	850.86	149010
12047	LAPERLE ROBERT & PAULINE (CO-TRUST						
	03157-512023	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	236.59	149011
	03187-50123	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	38.69	149012
					-----	0.00	275.28
12059	LEDOUX COLETTE						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149013
12289	LIOTTA LISA						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	72.49	149014
12009	LOWELL MCLEODS INC						
	S76383	Ubolts GR8 bolts Spring	001-8050-320.0743	TRUCK MAINT - STS	0.00	760.90	149015
13301	MARTEL JOELL						
	3451082	boot reimbursement	002-8220-340.0943	FOOTWARE	0.00	190.00	149016
13188	MAZA PATRICIA						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149017
13919	MORTON MAUREEN						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149018
14016	NELSON ACE HARDWARE						
	272240	key cut	001-7020-320.0729	ANNEX MAINT	0.00	1.70	149019
	272563	dusting kit duster swiffe	001-6043-350.1049	CUSTODIAL SUPPLIES	0.00	32.17	149019
	272636	razor blades windex	001-6043-350.1049	CUSTODIAL SUPPLIES	0.00	28.17	149019
	272809	rakes	001-8050-350.1060	SMALL TOOLS	0.00	53.98	149019
	272882	furniture polish	001-6043-350.1049	CUSTODIAL SUPPLIES	0.00	7.73	149019
	272911	batteries	001-7035-350.1049	CUSTODIAL SUPPLIES	0.00	15.99	149019
	272924	painters tape	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	12.46	149019
	273101	25' measuring tape	001-8500-350.1060	SMALL TOOLS	0.00	8.99	149019
	273159	2.5 gal gas can	001-7015-320.0721	FIELD MAINTENANCE	0.00	31.34	149019
	273302	cm 6&9 gal dust bags	001-8050-350.1061	SUPPLIES - GARAGE	0.00	15.99	149019
	273489	lg carabiner key split ri	001-8020-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	12.70	149019
					-----	0.00	221.22
14055	NORWAY & SONS INC						
	17210	install LED retro kit	001-6043-320.0731	CITY HALL IMPROVE/REPAIRS	0.00	186.94	149021

By check number for check acct 01(GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
	17227	wire new flow valve	001-7020-320.0727	BLDG/GROUNDS MAINT	0.00	180.00	149021
					0.00	366.94	
15020 O'REILLY AUTOMOTIVE INC							
	5666-297878	wiper blades	001-7015-320.0720	CAR/TRUCK MAINT	0.00	40.78	149022
	5666-298864	pin & clip ball mount	002-8220-320.0743	TRUCK MAINT	0.00	72.48	149022
					0.00	113.26	
15014 OTTEN DAVID OR CITY OF BARRE							
	01790-42523	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	145.66	149024
15402 OWEN ROBERT & HOLLY							
	00052-522023	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	13.51	149025
16077 PERSHING LLC							
	PR-05172023	PR weekending 5/12/23	001-2000-240.0006	ANNUITY PAYABLE	0.00	105.00	149051
16003 PIKE INDUSTRIES INC							
	1225925	asphalt patch water holes	001-8050-360.1173	BITUMINOUS HOT MIX-SS	0.00	247.34	149026
	1225925	asphalt patch water holes	002-8220-320.0750	SOLIDS	0.00	4,893.68	149026
					0.00	5,141.02	
16102 PRUDENTIAL RETIREMENT							
	PR-05172023	PR weekending 5/12/23	001-2000-240.0006	ANNUITY PAYABLE	0.00	579.33	149052
	PR-051723	PR weekending 5/12/23	001-2000-240.0006	ANNUITY PAYABLE	0.00	335.00	149052
					0.00	914.33	
17010 QUADIENT FINANCE USA INC							
	05032023	postage	001-5010-360.1163	POSTAGE FOR METER	0.00	2,300.00	E310
18148 R K MILES							
	50727/7	trex 5/4x6x16'	002-8220-320.0740	EQUIPMENT MAINT	0.00	62.08	149027
18047 RODRIGUEZ LINDA							
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	75.79	149028
19418 SANEL NAPA - BARRE							
	382518	37 flare plug	001-8050-320.0743	TRUCK MAINT - STS	0.00	2.02	149029
19102 SECURSHRED							
	424838	5 consoles	001-5040-130.0185	SECURE SHRED	0.00	82.00	149030
19410 SIVRET ELLEN							
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	75.79	149031
19018 ST OF VT DEPT OF MOTOR VEHICLES							
	05082023	Trailer registration	002-8220-320.0740	EQUIPMENT MAINT	0.00	47.00	149032

By check number for check acct 01(GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check
19433	STARK JULIA						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	75.79	149033
19079	STRYKER SALES CORP						
	4123801M	MTS pwld floor plate frgh	001-6040-340.0941	EQUIPMENT - SAFETY	0.00	24,499.21	149053
21058	TANT TABITHA						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149034
20069	TAYLOR TESS						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	39.54	149035
20149	THOMAS JEREMY & WILFORD KAELA						
	00661	delinq water/sewer refund	002-2000-200.0214	REFUND OVERPAYMENT-T/C	0.00	5.16	149036
20022	THYGESEN SPORTS INC						
	2107	homeplate	001-7015-320.0721	FIELD MAINTENANCE	0.00	37.99	149037
21002	UNIFIRST CORP						
	70226068	uniforms	003-8300-340.0940	CLOTHING	0.00	49.57	149038
	70226068	uniforms	003-8330-320.0743	TRUCK MAINT	0.00	15.31	149038
	70226068	uniforms	003-8330-340.0940	CLOTHING	0.00	29.03	149038
	70226071	uniforms	001-8050-320.0743	TRUCK MAINT - STS	0.00	103.17	149038
	70226071	uniforms	001-8050-340.0940	CLOTHING	0.00	321.67	149038
	70226071	uniforms	002-8200-340.0940	CLOTHING	0.00	72.04	149038
	70226071	uniforms	003-8300-340.0940	CLOTHING	0.00	72.05	149038
	70226072	Uniforms	001-7020-340.0940	CLOTHING	0.00	38.24	149038
	70226072	Uniforms	001-7030-340.0940	CLOTHING	0.00	68.96	149038
	70226072	Uniforms	001-7035-340.0940	CLOTHING	0.00	30.14	149038
	70226072	Uniforms	001-7015-340.0940	CLOTHING	0.00	14.54	149038
	70226072	Uniforms	001-8500-340.0940	CLOTHING	0.00	29.15	149038
	70226073	uniforms	002-8220-340.0940	CLOTHING	0.00	71.95	149038

					0.00	915.82	
21003	US POSTMASTER						
	03202023	first class presort permi	001-5070-350.1053	OFFICE SUPPLIES/EQUIPMENT	0.00	290.00	149040
22127	VERMONT STATE TREASURER						
	05082023	dog licenses Jan-Apr 23	001-2000-200.0213	DOG LICENSES	0.00	1,585.00	149041
23094	WALZ LESLIE						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	75.79	149042
23095	WALZ TOM						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149043
23002	WASZAZAK EDWARD						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149044

05/15/23
02:59 pm

City of Barre Accounts Payable
Warrant/Invoice Report # 23-46

Page 8 of 8
hgrandfield

By check number for check acct 01 (GENERAL FUND) and check dates 05/17/23 thru 05/17/23

Vendor

PO Number	Invoice Number	Invoice Description	Account Number	Account Description	PO Amount	Invoice Amount	Check

23104	WENTWORTH LINDA						
	05092023	poll work spec election	001-5060-100.0110	PERSONNEL SERVICES	0.00	59.31	149045
23450	WHITE + BURKE REAL ESTATE ADVISORS						
	14245	prof svcs TIF	050-5830-360.1161	2020 \$1.7M BOND EXP DPW I	0.00	481.30	149046
25104	WOODS CRW CORP						
	S03096	selector shipping	001-8050-320.0740	EQUIPMENT MAINT - STS	0.00	259.70	149047
Report Total						142,615.72	
						=====	

To the Treasurer of City of Barre, We Hereby certify that there is due to the several persons whose names are listed hereon the sum against each name and that there are good and sufficient vouchers supporting the payments aggregating \$ ***142,615.72
Let this be your order for the payments of these amounts.

Client ID: 22BA
 Client Name: City of Barre

WARRANT REPORT
 City of Barre

Report As of Date:
 5/17/2023

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
1	Abare, Lance R.	1,074.00	58.84	61.46	14.37	21.18	0.00	61.46	14.37
2	Ahearn, William E.	2,041.21	269.59	125.36	29.32	92.44	0.00	125.36	29.32
3	Aldsworth, Joseph G.	1,823.27	215.90	101.42	23.72	72.69	0.00	101.42	23.72
5	Avery, Carroll A.	1,056.00	73.99	60.78	14.21	28.51	0.00	60.78	14.21
163	Baker, Brian L.	1,875.00	123.84	114.17	26.71	47.99	0.00	114.17	26.71
6	Baril, James A.	2,030.14	242.74	113.94	26.65	73.74	0.00	113.94	26.65
7	Benjamin, Kenneth S.	1,062.00	102.60	64.47	15.08	31.70	0.00	64.47	15.08
8	Bennington, William A.	1,402.17	116.38	84.31	19.72	40.59	0.00	84.31	19.72
9	Benson, Nicholas J.	1,341.90	141.85	80.82	18.90	43.47	0.00	80.82	18.90
10	Bergeron, Jeffrey R.	1,402.00	99.10	83.46	19.52	32.42	0.00	83.46	19.52
11	Blackshaw, Brook W.	1,118.53	81.04	68.20	15.94	27.35	0.00	68.20	15.94
162	Boudreault, Nicholas J	710.80	63.94	44.07	10.30	17.03	0.00	44.07	10.30
14	Bramman, Kathryn H.	1,053.60	99.10	64.75	15.15	29.95	0.00	64.75	15.15
17	Brown, Anderson C.	1,971.74	233.76	121.27	28.36	81.96	0.00	121.27	28.36
19	Bullard, Don A.	1,265.60	168.98	78.47	18.35	52.71	0.00	78.47	18.35
21	Carminati Jr., Joel F.	936.54	70.37	55.20	12.91	21.60	0.00	55.20	12.91
22	Cetin, Matthew J.	2,266.88	182.35	131.69	30.80	62.95	0.00	131.69	30.80
23	Charbonneau, Michael J.	1,803.75	199.03	100.08	23.41	60.63	0.00	100.08	23.41
24	Chase, Sherry L.	974.84	75.59	53.53	12.52	23.41	0.00	53.53	12.52
25	Clark, Kailyn C.	1,022.80	73.04	63.42	14.83	28.24	0.00	63.42	14.83
26	Collins, April M.	798.94	51.97	48.46	11.33	19.23	0.00	48.46	11.33
27	Copping, Nicholas R.	2,191.77	279.68	125.46	29.34	84.82	0.00	125.46	29.34
28	Cruger, Eric J.	1,272.81	112.35	72.03	16.84	34.62	0.00	72.03	16.84
29	Cushman, Brian K.	1,875.00	141.34	107.83	25.22	44.57	0.00	107.83	25.22
31	Dawes, Carolyn S.	2,601.60	261.41	156.79	36.67	78.87	0.00	156.79	36.67
33	Degreenia, Catherine I	1,512.70	191.11	88.03	20.59	57.65	0.00	88.03	20.59
34	Demell, William M.	1,165.45	107.73	66.29	15.50	33.24	0.00	66.29	15.50
173	DeRose, T J T	1,326.40	172.21	82.24	19.23	59.58	0.00	82.24	19.23
35	Dexter, Donnel A.	1,377.60	163.29	77.71	18.17	49.90	0.00	77.71	18.17
36	Dodge, Shawn M.	991.60	74.35	60.73	14.20	28.61	0.00	60.73	14.20
38	Drown, Jacob D.	1,569.26	203.59	94.78	22.17	62.00	0.00	94.78	22.17
39	Durgin, Steven J.	1,819.96	198.90	103.26	24.15	60.59	0.00	103.26	24.15
40	Eastman Jr., Larry E.	1,762.00	200.46	100.20	23.44	61.06	0.00	100.20	23.44
42	Farnham, Brian D.	2,058.84	280.22	124.70	29.16	84.98	0.00	124.70	29.16
43	Fecher, Jesse T.	1,067.72	75.94	65.21	15.25	29.05	0.00	65.21	15.25
44	Fleury, Jason R.	2,065.08	268.63	117.92	27.58	81.51	0.00	117.92	27.58
166	Folsom, Justin R	1,067.11	102.61	64.49	15.08	31.70	0.00	64.49	15.08
157	French, Richard B	932.40	62.70	57.81	13.52	22.61	0.00	57.81	13.52
45	Frey, Jacob D.	1,782.32	172.66	102.76	24.03	51.32	0.00	102.76	24.03
46	Gaylord, Amos R.	1,560.93	193.18	96.77	22.64	58.87	0.00	96.77	22.64

Client ID: 22BA

Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

5/17/2023

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
47	Gilbert, David P.	1,078.00	105.07	65.23	15.26	32.44	0.00	65.23	15.26
170	Gillander, Ilene R	200.00	9.90	12.40	2.90	4.45	0.00	12.40	2.90
48	Grandfield, Heather L.	985.20	85.51	56.87	13.30	37.00	0.00	56.87	13.30
49	Guyette, Brandon L.	1,612.52	168.41	95.28	22.28	62.36	0.00	95.28	22.28
50	Hastings III, Clark H.	864.00	76.97	51.36	12.01	23.80	0.00	51.36	12.01
156	Hayden, Gregory William	847.56	70.79	50.80	11.88	18.95	0.00	50.80	11.88
52	Hedin, Laura T.	1,306.00	119.63	76.41	17.87	36.11	0.00	76.41	17.87
54	Herring, Jamie L.	1,090.06	49.28	66.83	15.63	27.18	0.00	66.83	15.63
55	Hoar, Brian W.	2,291.72	138.83	131.86	30.84	55.39	0.00	131.86	30.84
56	Houle, Jonathan S.	2,069.38	284.26	127.16	29.74	86.20	0.00	127.16	29.74
58	Hoyt, Everett J.	1,232.00	83.34	69.57	16.27	38.37	0.00	69.57	16.27
169	Isabelle, Jeffrey D	207.00	10.60	12.83	3.00	4.68	0.00	12.83	3.00
167	Isabelle, Pierre D	760.00	74.85	47.12	11.02	23.21	0.00	47.12	11.02
59	Kelly Jr., Joseph E.	1,138.00	37.82	60.62	14.18	14.35	0.00	60.62	14.18
61	Kosakowski, Joshua D.	1,551.92	151.39	93.19	21.80	48.17	0.00	93.19	21.80
165	LaBarge-Burke, Michelle J	1,000.00	73.60	60.37	14.12	28.40	0.00	60.37	14.12
62	Lane, Zebulyn M.	1,531.84	200.99	93.91	21.96	61.21	0.00	93.91	21.96
178	Larrabee, David M	1,012.80	98.05	62.79	14.69	30.10	0.00	62.79	14.69
63	Lewis, Brittany L.	1,782.03	200.04	107.96	25.24	60.93	0.00	107.96	25.24
64	Lowe, Robert L.	1,644.00	152.69	91.46	21.39	46.57	0.00	91.46	21.39
65	Machia, Delphia L.	1,006.00	77.33	55.88	13.07	23.90	0.00	55.88	13.07
67	Mahoney, Brandyn A.	830.00	63.41	51.46	12.03	25.55	0.00	51.46	12.03
68	Maloney, Jason F.	1,264.00	99.14	73.24	17.13	32.78	0.00	73.24	17.13
69	Manning, Jeffrey C.	300.00	3.37	18.60	4.35	7.80	0.00	18.60	4.35
168	Markham, Clifton C	700.00	41.54	43.40	10.15	16.66	0.00	43.40	10.15
70	Martel, Joell J.	1,253.30	119.41	70.53	16.49	36.74	0.00	70.53	16.49
171	Martineau, Brenda J	872.00	82.15	54.06	12.64	25.24	0.00	54.06	12.64
71	McGowan, James R.	2,284.01	371.14	137.58	32.17	97.06	0.00	137.58	32.17
72	McTigue, Peter J.	450.00	0.00	27.90	6.53	8.29	0.00	27.90	6.53
73	Metivier, Cheryl A.	1,040.40	93.47	60.53	14.16	28.40	0.00	60.53	14.16
75	Monahan, Dawn M.	1,932.00	158.51	110.95	25.95	49.84	0.00	110.95	25.95
77	Morris, Scott D.	1,155.60	126.89	70.38	16.46	52.63	0.00	70.38	16.46
78	Morrison, Camden A.	1,209.47	109.56	70.81	16.56	33.79	0.00	70.81	16.56
79	Morse, Bradley P.	152.40	0.00	9.45	2.21	2.85	0.00	9.45	2.21
80	Mott, John C.	424.71	34.62	26.33	6.16	11.97	0.00	26.33	6.16
81	Murphy, Brianna E.	96.99	0.00	2.99	0.70	0.00	0.00	2.99	0.70
164	Murphy, Michael T	800.80	74.10	49.65	11.61	19.87	0.00	49.65	11.61
82	Noack, Rodney	1,010.19	72.53	59.85	13.99	28.10	0.00	59.85	13.99
86	Parshley, Tonia C.	402.08	31.90	24.93	5.83	11.21	0.00	24.93	5.83
87	Pierce, Joel M.	1,419.20	108.96	88.00	20.58	35.52	0.00	88.00	20.58

Client ID: 22BA

Client Name: City of Barre

WARRANT REPORT

City of Barre

Report As of Date:

5/17/2023

#	Employee	Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI
152	Pike, Roxanne L	800.00	53.05	49.02	11.47	22.66	0.00	49.02	11.47
88	Poirier, Holden R.	1,456.38	123.14	88.91	20.79	39.64	0.00	88.91	20.79
89	Pouliot, Brooke L.	1,094.80	81.04	67.88	15.87	27.73	0.00	67.88	15.87
90	Pretty, Alyssa A.	1,004.00	71.03	62.25	14.56	27.68	0.00	62.25	14.56
91	Protzman, Todd A.	575.00	42.73	35.65	8.34	13.88	0.00	35.65	8.34
93	Pullman, David L.	20.24	0.00	0.67	0.16	0.00	0.00	0.67	0.16
94	Quaranta, Stephanie L.	1,424.40	187.61	77.52	18.13	51.70	0.00	77.52	18.13
95	Reale, Michael R.	1,259.60	134.18	78.09	18.26	41.17	0.00	78.09	18.26
97	Rivard, Sylvie R.	943.60	88.51	57.62	13.47	27.02	0.00	57.62	13.47
99	Rubalcaba, David T.	1,879.95	249.60	114.85	26.86	75.80	0.00	114.85	26.86
100	Russell, Paula L.	1,186.40	41.67	66.96	15.65	25.02	0.00	66.96	15.65
101	Ryan, Patty L.	1,341.60	123.85	83.18	19.46	55.99	0.00	83.18	19.46
103	Seaver, Debbie L.	1,240.30	164.57	68.20	15.96	54.79	0.00	68.20	15.96
104	Shatney, Janet E.	1,458.40	99.47	83.86	19.61	32.52	0.00	83.86	19.61
105	Smith, Clint P.	1,053.60	94.31	62.31	14.58	28.28	0.00	62.31	14.58
151	Smith, Michael P	928.40	40.21	52.16	12.19	15.95	0.00	52.16	12.19
106	Southworth, Nonwood J.	1,180.80	169.40	72.46	16.94	74.74	0.00	72.46	16.94
158	Starr, Ryan H	940.00	31.41	55.93	13.08	18.45	0.00	55.93	13.08
148	Storelicastro, Nicolas R	2,322.22	207.34	142.78	33.39	66.18	0.00	142.78	33.39
110	Strassberger, Kirk E.	1,614.15	112.21	91.01	21.29	36.43	0.00	91.01	21.29
111	Taft, Francis R.	1,508.40	169.43	89.73	20.98	51.75	0.00	89.73	20.98
112	Tillinghast, Zachary M.	1,421.31	144.10	81.99	19.18	44.15	0.00	81.99	19.18
113	Tucker, Randall L.	2,077.88	240.82	118.86	27.80	72.47	0.00	118.86	27.80
114	Tucker, Russell W.	1,311.40	120.68	73.79	17.26	32.31	0.00	73.79	17.26
115	Vail, Braedon S.	1,989.20	139.18	122.88	28.73	77.39	0.00	122.88	28.73
116	Ward, James O.	16.00	0.00	0.99	0.23	0.00	0.00	0.99	0.23
REPORT TOTAL		133,887.47	12,795.95	7,924.43	1,853.27	4,227.11	0.00	7,924.43	1,853.27

Permit List to Council May 5, 2023 to May 19, 2023



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
155	Ayers Street	B23-000032	Building Permit	Construction of EMS Simulation Lab	05/10/2023	Spaulding Union High School
32	Palmisano Plaza	B23-000034	Building Permit	Installation of rooftop interconnected PV System - 18 Modules	05/10/2023	Mark & Tracy Alger
24	Washington Street	B23-000033	Building Permit	Fixing code violations	05/11/2023	Enough Ministries
39	Bailey	B23-000039	Building Permit	Construction of a 8' x 14' deck with stairs	05/18/2023	Jon & Carol Harris-Shapiro
44	Brook Street	B23-000036	Building Permit	Build a 12' x 24' garage	05/18/2023	Walter W Henshaw
44	Brook Street	Z23-000023	Zoning Permit	Build a 14' x 24' garage	Issue: 05/12/2023 Eff: 05/27/2023	Walter W Henshaw
155	Ayers Street	F23-000004	Flood Hazard Area Permit	Clean up of dead trees and brush along the top of riverbank	Issue: 5/15/2023 Eff: 05/30/2023	Spaulding Union High School
7	Valliere Ave	Z23-000025	Zoning Permit	Removing carport, adding a two story addition in footprint	Issue: 5/16/2023 Eff: 05/31/2023	Durgin Glenn V & Ashley M
60	Circle Street	Z23-000028	Zoning Permit	Construction of a 18.8' x 20' two story addition	Issue: 05/17/2023 Eff: 06/01/2023	Tyler Guazzoni



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 5-D

AGENDA ITEM DESCRIPTION: Accept the resignation of committee, task force, board, and commission members

SUBJECT: Municipal bodies

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

BACKGROUND:

The Council creates and oversees municipal bodies. In May 2023, the City began the appointment/reappointment process by advertising open seats in the *Times Argus*, the City website, and our social media pages. In addition, incumbents were notified that their terms were expiring and invited to re-apply.

Several members have chosen not to reapply as follows:

- Planning Commission
 - Amanda Gustin
- Cemeteries, Recreation & Conservation Committee
 - Heather Ritchie
 - Dawn Magnus
 - Hannah Morgan
 - Nancy Wolfe
 - Janelle Starr
- Transportation & Public Works Committee
 - Dan Souza
 - Joshua Akers

These members will be resigning their seats, effective June 30, 2023, at which point new appointments will become effective.

On behalf of the City, we extend our appreciation to these dedicated volunteers for their service to Barre.

EXPENDITURE AND FUNDING SOURCE: N/A

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §307](#), [Municipal Bodies & Appointments Policy](#)

RECOMMENDED ACTION/MOTION:

Move to accept the resignation of the committee, task force, board and commission members listed above.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 5-E

AGENDA ITEM DESCRIPTION: Authorize Manager to execute a contract and accept a Vermont DWSRF loan application for lead pipe inventories as required by the U.S. EPA

SUBJECT: Water distribution

SUBMITTING DEPARTMENT/PERSON: Manager Storlicastro, Public Works Director Baker

STAFF RECOMMENDATION: Authorize a contract and Vermont DWSRF loan

BACKGROUND:

Lead and Copper Rule Revisions (LCRR) are promulgated by the United States Environmental Protection Agency (EPA). These revisions provide that (1) every community have a complete inventory of all service connections served; and (2) systems with at least one lead service line, one galvanized line requiring replacement, or any unknown material lines must generate a service line replacement plan. These are due no later than **October 16, 2024**, and these requirements are being implemented and monitored locally by the Vermont Department of Environmental Conservation.

We have received a “worst case” scenario estimate for this inventory, which assumes maximum invasive inspection of service lines. The worst case scenario is \$450,000. However, based on initial reviews, our vendor believes that the actual cost will be closer to \$185,000. Of this anticipated cost, the City is eligible for a fully refundable \$100,000 grant from the State. The balance of any costs above \$100,000 are eligible for 50 percent forgiveness from the Vermont Drinking Water State Revolving Fund (DWSRF).

EXPENDITURE AND FUNDING SOURCE: Maximum of \$450,000, however, anticipated costs are closer to \$185,000. We are requesting authorization for the full amount, but commit to alerting Council if total costs exceed \$200,000.

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §314](#), [Procurement Policy](#)

ATTACHMENT: (1) *VTDigger* article on state lead pipe inventory initiative (2) Dufresne Group contract; (3) DWSRF application

RECOMMENDED ACTION/MOTION:

Move to authorize the Manager to execute a contract for lead service line inventories, and execute an application for a Vermont Drinking Water State Revolving Fund loan.

Vermont begins process to find and remove lead lines from public drinking water

By [Emma Cotton](#)

[May 18 2023, 3:28 PM](#)



Lead service pipes. Photo courtesy of the Environmental Protection Agency via the Vermont Department of Environmental Conservation

With \$140 million of federal money in hand, state officials have launched a sweeping process to inventory and remove lead service lines that connect public drinking water systems to homes, businesses and other entities.

Officials with the Vermont Department of Environmental Conservation have asked people who use community water sources to keep an eye out for messages from water system professionals who may reach out to schedule a water line check. Vermont must complete the statewide inventory by October 2024.

If officials find lead pipes, the municipal water system would contact the homeowner or business to walk them through funding programs available to help replace the pipe, said Bruce King, the department's sustainable infrastructure section supervisor.

"It's a quick inspection," King said. "It only takes five to 10 minutes for the water system professional to come in, take a look at the pipe, determine what type of material it's made out of, maybe take a picture and then move on to the next home so they can meet this requirement."

When consumed, lead is associated with a wide range of negative health impacts, according to the Environmental Protection Agency. In children, even low levels of lead can cause behavioral and learning problems, slowed growth, problems with hearing and anemia. During pregnancies, it can impact the growth of the fetus and cause premature birth. In adults, it can cause cardiovascular, kidney and reproductive problems.

The state's effort also comes as a response to [new regulations](#) from the Environmental Protection Agency aimed at reducing exposure to lead in drinking water.

Across the country, federal actions have helped to lower levels of lead in children's blood, according to a [letter](#) from the Environmental Protection Agency and the U.S. Department of Housing and Urban Development to state governors. From 1976 to 1980, the median concentration of lead was 15 micrograms per deciliter, but by 2013, the median concentration had decreased to 0.7 micrograms per deciliter.

The federal government has allocated \$140 million for Vermont from the 2021 infrastructure law to use on lead line replacements over a five-year period.

“The bipartisan infrastructure law is unique in that it allows water systems to use the funds to replace both utility-owned and the customer-owned portion of the service line, which is not typical,” King said. “Usually, it's only the utility-owned portion.”

The state’s 70 largest public water systems are eligible for partially forgivable, low-interest loans. The department is funding contractors for water systems serving 1,000 or fewer people and offering staff support for schools and child care facilities.

King estimates that around 176,000 service lines will need to be inventoried throughout the state.

Asked whether the \$140 million would cover all of the necessary replacements, King said he isn’t certain because the state doesn't yet know how many of those 176,000 lines contain lead. Communities may also be eligible for funding through the Drinking Water State Revolving Fund, which helped the town of [Bennington replace its lead lines](#).

Of the federal funds, 49% are required by federal law to be spent on marginalized communities.

“We are prioritizing schools that are in towns that are disadvantaged communities first, to reach out to them to complete their inventories first,” King said. “However, we do believe we'll have enough time and enough funds to address all communities in Vermont. And we don't think any communities are going to get left behind with the assistance strategies that we have.”

Officials may reach out to people who get water from municipalities, homeowner associations, manufactured housing communities, schools, child care facilities, office buildings, factories and other public water systems.

The inventory does not apply to those who have private wells or those who have non-community water systems, such as restaurants, hotels, and fitness centers with separate water sources.

DUFRESNE GROUP CONSULTING ENGINEERS ENGINEERING SERVICES AGREEMENT

This AGREEMENT, dated on the day last signed below, is made between Dufresne & Associates, PC d/b/a DUFRESNE GROUP (DG) and:

CLIENT: City of Barre
 ADDRESS: 6 North Main Street, Suite 2
Barre, VT 05641

The services, terms and conditions provided in this AGREEMENT and any attachments represent all such provisions and supercede any prior written or oral understandings. The AGREEMENT may only be modified by a written amendment executed by authorized representatives of the CLIENT or DG.

PROJECT: Lead Service Line Inventory and Replacement Planning

STANDARD PROVISIONS: As shown in Attachment 1

SCOPE OF SERVICES: As shown in Attachment 2

FEE: As shown in Attachment 3

SCHEDULE: Submit Inventory and Plan August 2024

The authorized signatures representing the CLIENT and DG so execute this AGREEMENT and authorize initiation of services unless otherwise provided.

CITY OF BARRE

 (CLIENT)

DUFRESNE GROUP

 (DG)

Signed _____
 By Nicolas Storellicastro
 (printed name)
 Title City Manager
 Date _____

Signed Naomi Johnson
Digitally signed by Naomi Johnson
 Date: 2023.04.13 08:08:50 -04'00'
 By Naomi Johnson, PE
 (printed name)
 Title President
 Date _____

*Dufresne Group is owned by Dufresne & Associates, PC



Dufresne Group Consulting Engineers

ATTACHMENT 1 - STANDARD PROVISIONS

1. **PAYMENTS TO DG:** Invoices will be submitted monthly and are payable within thirty (30) days from date of invoice. Interest may be charged at the rate of 1.5 % per month on any balance that remains unpaid 30 days after the date of the invoice. Failure to pay within 30 days will also permit DG to suspend or terminate services 10 days after written notice of intent to suspend or terminate. The CLIENT agrees to be liable for all reasonable collection costs, including attorney's fees, and the DG time and expenses. CLIENT agrees to accept responsibility for securing sufficient funds to ensure prompt payments to DG.
2. **DEFINITIONS CONCERNING PAYMENT:** Where the term "time and expense" (T&E) is used, it shall mean that hourly rates of pay for various employees plus incidental expenses such as mileage, lodging, printing, postage, or other project related items are invoiced to the client. Work by others including subconsultants or specialty firms are marked up by an additional 8% for administration. Where an amount is established as a budget for a T&E amount, DG can exceed the budget by 10% without specific authorization by the CLIENT. DG agrees to cease scope activities at or below the 110% budget amount until the budget is increased by the CLIENT. DG cannot assure completion of scope items for any budget amount using the T&E method of payment.
3. **STANDARD OF CARE:** The standard of care applicable to services provided by DG is based on the standards, skills and diligence normally provided by other engineers performing similar services at the same time, in the same area, and under the same circumstances
4. **COST ESTIMATES:** Estimates of construction or total project cost provided by DG are based on experience and judgment. Actual costs will differ from the estimates given due to market conditions or unforeseen circumstances. DG does not warrant that these estimates will represent actual costs.
5. **USE OF DOCUMENTS:** The CLIENT agrees that all documents provided to the CLIENT by DG are instruments of service to be utilized solely for this PROJECT exclusively by the CLIENT. The CLIENT agrees to indemnify and hold harmless DG and DG's sub-consultants from all claims, damages, losses and expenses, including attorney's fees arising from reuse of these documents.
6. **LIMITATION OF LIABILITY:** The CLIENT agrees to limit DG's total liability from claims to the total compensation received by DG under this AGREEMENT. The CLIENT agrees not to personally charge any employee of DG with any liability arising from the performance of services provided in this AGREEMENT.
7. **SEVERABILITY AND REFORMATION:** The parties agree that any provisions held to be void or unenforceable shall be stricken without invalidating the intent of this AGREEMENT. The parties agree to reform the remaining terms and provisions and to replace the stricken provision or part thereof with a valid and enforceable provision which best represents the original intent.
8. **ENGINEERING SERVICES DURING CONSTRUCTION:** The CLIENT recognizes that construction review is a vital element of DG's complete service to minimize problems during construction. Such services allow rapid response to unanticipated or changed conditions, or errors or omissions committed by design professionals, contractors, materials providers or others. The CLIENT recognizes that construction review is a technique employed to minimize the risk of problems arising during construction; that construction review by DG is not insurance and does not constitute a warranty or guarantee of any type. In all cases, Contractors, et al. (that is, the General Contractor, subcontractors, subcontractors, material-persons and others) shall retain responsibility for the quality of their work and for adhering to plans and specifications. The CLIENT agrees to utilize DG for on-site resident engineering services during the construction phase of the PROJECT or hold DG harmless for any claims made during construction.
9. **TERMINATION:** The CLIENT or DG may terminate this AGREEMENT for cause without penalty. Such termination requires 21 days written notice. In the event of termination by either party DG shall be paid for services rendered up to the date of termination. The CLIENT may terminate the AGREEMENT for convenience after a termination expense of 10% of the fee or estimate for services is provide to DG in addition to payment for services rendered up to the date of termination.
10. **ESTIMATED FEE:** DG will attempt to estimate the total fee involved for the project for budgeting purposes. The CLIENT should be aware that the estimate is based on the project scope as outlined to us by the CLIENT. If the project scope changes, the original estimated fee may change. In addition, specific project conditions such as local/state permit requirements may affect project costs. When such factors appear to affect the project estimate, DG will endeavor to contact the CLIENT to discuss alternatives to limit the work or modify the estimate.



**ATTACHMENT 2
SCOPE OF SERVICES
LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLANNING
CITY OF BARRE, VERMONT
March 15, 2023**

- A. Create a Lead Service Line Inventory (LSLI).
1. Review existing system information currently available for the City of Barre Water System. Materials for review may include, but are not limited to:
 - a) Geographic Information System (GIS) data,
 - b) Computerized maintenance management system (CMMS) database work orders.
 - c) Paper records and property data.
 - d) Assessor's databases.
 - e) Meter installation and replacement programs.
 - f) Tap cards and tie cards.
 - g) Construction and plumbing codes, permits, and existing records for customer side.
 - h) Water main replacement projects records.
 - i) Distribution system maps and drawings.
 - j) System standard operating procedures.
 - k) System historical capital improvement or master plans.
 2. Scan any hardcopy documents used to compile the LSLI to create a digital record of the source information.
 3. Complete required entries in the DEC template. The data entry will include completing the suggested fields if the information is available.
 4. Coordinate with the Water System to make the LSLI inventory publicly accessible.
- B. Develop and distribute a letter with information about the lead service line inventory and a customer survey to request customers identify their service line material and provide information back to the City and/or DG to enter into the inventory.
- C. Develop a strategy to investigate the material of lead status unknown service laterals. Methods may include, but are not limited to: field inspections, test pits/potholing, direct pipe-testing.
- D. In coordination with the City's Water Department, coordinate and conduct service line inspections in an attempt to identify material composition for services that have unknown material status.
- E. Assist the Water System in the development of an LSL Replacement Plan (LSLR) based on the LSLI, to include a description of:

1. A strategy for identifying the composition of “lead status unknown” service lines developed for the LSLI that could not be determined during the LSLI development.
 2. A procedure for conducting full lead service line replacement.
 3. A strategy for informing customers before a full or partial lead service line replacement.
 4. A recommended LSLR goal rate in the event of a lead trigger level exceedance
 5. A procedure for customers to flush service lines and building plumbing of particulate lead.
 6. A lead service line replacement prioritization strategy based on factors including, but not limited to, the targeting of known lead service lines and lead service line replacement for disadvantaged consumers and populations most sensitive to the effects of lead.
 7. A funding strategy for conducting lead service line replacements, including ways to accommodate customers that are unable to pay to replace the portion they own.
- F. Provide the completed service inventory to DEC via ANR Online using the DEC template spreadsheet. Provide the Replacement Plan to DEC via ANR Online.
- G. Assist the City with customer notifications by providing a list of customers that have lead service lines, galvanized requiring replacement, or unknown material service lines.

**ATTACHMENT 3
FEES AND CHARGES
LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLANNING
CITY OF BARRE, VERMONT
March 15, 2023**

I. General

- A. DG agrees to provide the Engineering Services described in Attachment 2 upon receipt of signed copy of the AGREEMENT.
- B. The CLIENT agrees to pay DG for the services described in Attachment 2 as described below:

II. Fees and Charges

A. The fees are as follows:

- 1) Engineering services as described in Attachment 2
Part II. A-C and E-G, for a fixed fee of.....\$150,000
- 2) Engineering services as described in Attachment 2
Part II. D, on a time and expense basis estimated at.....\$300,000

This AGREEMENT provides for a total of \$450,000 as outlined above.

III. Definitions Concerning Payment

- A. Items paid on a time and expense basis shall be based on the rate table as shown in Table 1 included in this Attachment. Mileage is charged at the rate shown. DG reserves the right to revise the Rate Schedule once per year on the first day of each calendar year. The maximum increase at any time shall be ten percent per year.
- B. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for independent professional associates or consultants. Costs for work by others shall be charged to the CLIENT at 108% of the actual cost incurred. Charges for transportation and subsistence; mail, reproduction of reports, drawings, specifications; meals and lodging; and project related telephone charges shall be charged at the actual cost incurred without mark up.
- C. Services provided under the time and expense method of payment shall not exceed the limit shown. DG agrees to cease all activity under such items until the limits are formally modified. Where individual estimates are shown DG can modify individual estimates as necessary as long as the total limiting sum for special services is not exceeded. DG will assist the CLIENT in formalizing such budget flexibility with the funding agencies if necessary. The "level of effort" showing the anticipated hours for staff for the various scope items is shown in Table 2. Significant deviations from the costs shown may require an engineering amendment.
- D. Services provided under a fixed fee or lump sum basis shall be billed on a percent complete basis and include all charges necessary to provide the finished product to the CLIENT.



**TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2023**

FEES:

Engineering and Technical Services:

President/ Regional Manager I.....	\$175.00 per hour		
Vice President/Regional Manager II.....	\$140.00	"	"
Project Manager	\$125.00	"	"
Project Engineer I	\$110.00-\$115.00	"	"
Construction Manager.....	\$105.00	"	"
Regional Manager III.....	\$100.00	"	"
Project Engineer II	\$85.00-\$100.00	"	"
Engineering Technician/Construction Engineer.....	\$65.00-\$90.00	"	"
Engineering Intern.....	\$45.00-\$50.00	"	"

Administrative Services:

Office Manager	\$75.00 per hour
Office Assistant.....	\$65.00 per hour

EXPENSES:

Mileage - passenger car.....	Current IRS Rate
Mileage - survey truck and related equipment.....	\$0.68 per mile

Copying:

24" x 36"	\$2.50 each
8½" x 11" B&W	\$.10 each
8 ½" x 11" Color	\$.20 each
11" x 17" B&W	\$.49 each
11" x 17" Color	\$.98 each

Subcontracted and subconsultant services if required at cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2023.
3. Notes on the Level of Effort Budget Worksheet apply as additional Terms and Conditions.

TABLE 2 LEVEL OF EFFORT BUDGET WORKSHEET

Project Name: Barre City Lead Line Inventory and Replacement Planning Date: April 11, 2023

Task Number	Task Description	President NRJ, PE (Hrs)	PM SMW, PE (Hrs)	PE1 TPK, PE (Hrs)	Eng Tech2 MCB (Hrs)	Eng Tech3 MJO (Hrs)	Eng Tech3 AMG (Hrs)	OM MAV (Hrs)	OA BL (Hrs)	Sub Consult (Dollars)	Expenses (Dollars)	Cost Per Task
A	Create LSLI											
1	Obtain and review:											
a	GIS databases	2			8	40						\$4,070
b	Work orders	2			4	20						\$2,210
c	Paper records and property data	4			12	64					\$130	\$6,710
d	Assessors databases	4			12	64						\$6,580
e	Meter records	4			12	64						\$6,580
f	Tap and tie cards	2			8	16						\$2,270
g	Permits, codes, customer records	4			12	64						\$6,580
h,j,k	Water main project programs, SOPs, CIPs, master plan	4			16	64						\$6,940
l	Distribution system maps and drawings	8			24	160						\$15,560
2	Scan documents					8			40			\$3,200
3,4	Data entry, develop inventory and publish	24	24		120	240						\$36,000
B	Customer Survey	8			40	200			60		\$6,000	\$29,900
C	Develop strategy to investigate lead status unknown	8			40	20						\$6,500
D	Service Inspections	20			350	3000					\$40,000	\$300,000
E	LSL Replacement plan with strategies and procedures	22	8		20	56			24			\$12,410
F	Provide inventory and plan to ANR and Town	4	8		4	8			4			\$2,920
G	Customer data summary list	2			4	8			4			\$1,570
Total Hours		122	40	0	686	4096	0	0	132			
Percent of Total Hours		2%	1%	0%	14%	81%	0%	0%	3%			
Hourly Rate		\$175.00	\$125.00	\$115.00	\$90.00	\$75.00	\$65.00	\$75.00	\$65.00			
Subtotals		\$21,350	\$5,000	\$0	\$61,740	\$307,200	\$0	\$0	\$8,580	\$0	\$46,130	\$450,000

NOTES:
 1 Hourly rates are valid through December 31, 2023.
 2 Direct subcontractant costs, if any, are listed in the Sub Consult column. The Cost Per Task column includes an 8% markup on subcontractant direct costs.
 3 The level of effort for service inspections is based on an assumed number of hours. All property owners with unknown material status will be contacted in the good-faith effort to identify materials.
 4 This table is an estimate for planning purposes. Actual hours, staff assignments, and corresponding billing rates may vary from this estimate.

TOTAL FEES	\$450,000
TOTAL HOURS	5,076



Vermont Drinking Water State Revolving Fund (DWSRF)

Service Line Inventory Loan Application

Municipal Water System Version (private systems please use the other version)
Technical review by Vermont Department of Environmental Conservation
Financial review and loan agreements by Vermont Bond Bank

Borrower Information and Contacts

Municipality legal name: City of Barre Vermont
Water system name: Barre City Water Department
WSID # (3-5 digits): 5254
Mailing Address: 6 North Main Street, Suite 2
SAM.gov Unique Entity ID (12 character):

Full SAM.gov registration is not required, but to be a subrecipient of federal funds including a DWSRF loan, there must be a publicly visible entry that DEC staff can review.

Municipal Water System Personnel and/or Board Members

List all people who will authorize or manage the loan in roles such as
Town/City: Manager; Public Works Director; Clerk; Treasurer; Financial Manager; etc.
Governing Body/Selectboard/Prudential Committee: Chair; Treasurer; Clerk/Secretary; Member.

Start with the Authorized Representative and Alternate Auth. Rep. and provide their contact info. Add pages for additional names if needed. Have each person sign the application. **A signature below certifies review and approval of the entire completed loan application.** The Consultant will be added in the next section. The Designated Operator role does not need to be added to the loan application unless they are in one of the other roles.

Authorized Representative (who has authority to sign legal and financial agreements):

Name	Nicolas Storrellicastro	Title/Role:	City Manager
Phone:	802-476-0240	Email:	citymanager@barrecity.org
Signature		Date	

Alternate Authorized Representative (backup for Authorized Representative):

Name		Title/Role:	
Phone:		Email:	
Signature		Date	

Other personnel/board members:

Name Title/Role:
Phone: Email:
Signature Date

Name Title/Role:
Phone: Email:
Signature Date

Name Title/Role:
Phone: Email:
Signature Date

Name Title/Role:
Phone: Email:
Signature Date

Name Title/Role:
Phone: Email:
Signature Date

Name Title/Role:
Phone: Email:
Signature Date

Consultant / Contractor:

Firm Name: Dufresne Group Contact Name: Naomi Johnson
Mailing Address: 56 Main Street, Suite 200, Springfield, Vermont 05156
Phone: 802-674-2904 Email: njohnson@dufresnegroup.com

Relevant experience and qualifications for service line inventory:

Consulting Engineer with experience in water systems, inventory, and asset management. Completed water system asset management recently for the City of Barre. Contracting with various municipalities in Vermont and New Hampshire for LSL inventories.

Project Details and Loan Request

Project Title: Service Line Inventory

Loan purpose and terms: Community and NTNC water systems are required under the Lead and Copper Rule Revisions to submit a service line inventory (SLI) by October 2024. Specific [requirements](#) for the inventory format and its development are set by the Drinking Water and Groundwater Protection Division. The most current funding information will be available from the [DWSRF](#) program. Loan terms will be 0% interest and fees. Repayment will start 5 years after the loan agreement, split into 5 annual payments. Any loan forgiveness proposed on SLI priority list may be issued in portions as the annual portfolio of loans under that grant develops. If the SLI leads to a subsequent DWSRF construction loan, the SLI loan may be rolled into that construction loan.

Project General Tasks: General categories of tasks that are eligible for these loans and may need to be completed are listed below and should be considered in development of the contract or Engineering Services Agreement. Note that the final SLI must cover portions owned by both the water system and the customer. Do not include the scope or budget of other planning work the contractor may complete for the water system (e.g., asset management planning, preliminary engineering). If other DWSRF-eligible and fundable work will be completed on a similar timeline, a single loan agreement may be developed, but loan applications must be submitted separately.

1. Record Review

- Meet with water system personnel. Review water system records for service line info.
- Review other available documentation (e.g., Town Clerk office, DEC regional office (including online [permit search](#)), [Act 250 permits](#), local plumbers and former water system staff, etc.)

2. Survey and Inspection

- Survey customers for service line information.
- Where necessary, inspect the customer side of the service line (building inlet).

3. Inventory Spreadsheet and Replacement Plan

- Enter inventory data for each service line into the state inventory spreadsheet template.
- Where required based on the inventory, develop the Lead Service Line Replacement Plan.

Project Specific Information: Describe the anticipated tasks to be completed by the contractor for this specific water system and the general methods. These will differ among water systems depending on current records, system age, material types, history of distribution upgrades, etc. If including a draft or executed contract or ESA that includes this information, enter “see attached”.

Lead Service Line Inventory and Replacement Planning. Refer to the attached scope of work for details.

Number of service lines to be inventoried (per [DWGPD instructions](#)): 4750

General budget explanation for tasks (costs per project and/or per service line, or enter “see attached”):

Refer to the attached Fee Sheet for budget details.

Anticipated total inventory project cost: \$ 450,000

Amount requested for this loan: \$ 450,000

Borrower financial info

Borrower fiscal year: Calendar (Jan – Dec) State Fiscal (July – June)

Federal Fiscal (Oct – Sept) Other:

Current water system debt (not including this loan): Total:

Expected to pay off within 5 years:

Not expected to pay off within 5 years:

Annual Debt payments: Current: \$685,571

Anticipated in 5 years: \$727,891

Other projects the water system anticipates in the next 5 years that may require a loan:

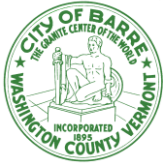
- Route 302 Transmission Main
- Roof replacement at WTF

The Vermont Bond Bank may require additional information for financial capacity review and underwriting, and/or may use information from other pending DWSRF loan applications.

Email completed application and the following attachments to: anr.dwsrfinvloan@vermont.gov

Amy Galford, DWSRF Program Lead, 802-585-4904

- This loan application, all fields completed and all signatures completed.
- Contract or Engineering Services Agreement (ESA) that matches the info above. We recommend submitting a draft for DEC staff review with this loan application or earlier prior to signing the contract.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO
CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 5-F

AGENDA ITEM DESCRIPTION: Authorize the Manager to execute contracts

SUBJECT: Procurement Policy

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECOMMENDATION: Authorize the Manager to execute contracts as described below

BACKGROUND INFORMATION:

We are requesting approval of the following contracts to provide or support critical City services.

Service/Material	Vendor	Cost and Funding Source	Notes
Replace the pool house roof	Barslow Construction	\$52,725, Capital Fund	This project was included in the adopted Capital Improvement Plan and budgeted at \$65,000. In addition to coming in below anticipated costs, this bidder was able to complete the work before the start of the pool season.
Provide environmental services at Enterprise Aly	Atlas Technical Consultants, LLC	\$45,383 in the Enterprise Aly insurance fund (balance is \$103,391.49)	The work will include a groundwater monitoring event, a soil vapor extraction rebound study, and an additional vapor intrusion evaluation at offsite properties as approved by the State Department of Environmental Conservation.
FY24 fuels	Competitive Energy	Subject to daily pricing changes. Recently provided rates have been quoted at \$1.412 for propane and \$2.80 for oil.	In the past, the Council has authorized the Manager to execute a contract based on a range of pricing, so that we can seek to execute the best possible rates. At current rates, the City would realize significant savings since budgeted costs were \$1.79 for propane and \$3.67 for oil. It is recommended that the Manager be authorized to execute a contract at any rate below the budgeted amount. This will allow us to monitor the daily price fluctuations and execute a contract before prices begin to trend upwards.
FY24 public works supplies	Multiple, please see attached memo from Public Works Director Brian Baker.		These contracts are for annual supplies. All items were publicly bid, with bids opened in City Hall on April 20, 2023.

ATTACHMENTS: (1) Barslow quote; (2) Atlas quote; (3) Public Works supplies summary. Note: The fuels contract will be provided once executed at rates consistent with Council's approval.

LEGAL AUTHORITY/REQUIREMENTS: [City of Barre Procurement Policy](#)

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute contracts as described above.

Barslow Construction

58 Robar Road
VT 05654

Estimate

Date	Estimate #
5/5/2023	112

Name / Address
City Of Barre Jeff Bergeron 20 auditorium hill Barre Vt 05654

Project

Description	Qty	Rate	Total
Install insulation board to entire roof	38	425.00	16,150.00
Install new EPDM rubber to bath house	38	825.00	31,350.00
This is a custom bent metal that caps the ends of the roof	26	150.00	3,900.00
Repair fascia on the back of the roof and replace rotted wood	1	725.00	725.00
Cost of Dump fees and trucking	2	300.00	600.00
		Total	\$52,725.00



March 21, 2023

Nicolas Storellicastro
City Manager
6 North Main Street
Barre, VT 05601

**RE: Cost Estimate
2023 Environmental Services
Enterprise Aly Remediation Project
SMS Site #2011-4142**

Dear Nicolas,

Atlas Technical Consultants, LLC (Atlas) is pleased to submit this cost estimate to perform 2023 environmental services at Enterprise Aly in Barre, VT (Site). The work will include a groundwater monitoring event, a soil vapor extraction (SVE) rebound study, and an additional vapor intrusion evaluation (VIE) at offsite properties. The work will be performed in accordance with Atlas's Work Plan dated June 7, 2022, which was submitted under separate cover and approved by the Vermont Department of Environmental Conservation (VTDEC in an email dated June 17, 2022.

ASSUMPTIONS

Atlas assumes the following:

- Free and clear access to all sampling locations

COST ESTIMATE

A cost estimate for this work is **\$45,383**. A detailed cost breakout is attached as **Table 1**. The above costs are estimates only and actual cost will be on a time-and-materials basis within the specific scope of work outlined in the Work Plan submitted under separate cover and the assumptions outlined above. Any work exceeding this amount will be performed on a time and materials basis in accordance with the attached Client Services Agreement.

SCHEDULE

Atlas intends to complete the work in accordance with the schedule detailed in the Work Plan, submitted under separate cover, with the work being done in 2023 rather than 2022 as outlined in the Work Plan.

LIMITATIONS

The reports will be written by Atlas for the sole use of the client and their attorneys in connection with an assessment of on-site environmental conditions. Use of the report by any other person for any other purpose is not authorized except with the prior written consent of Atlas.

Conclusions in the reports will be based, in part, on information provided by the client, the client's agents, and by third parties, including state and local officials. You have authorized Atlas to rely upon this information in conducting this investigation, and Atlas assumes no responsibility for that data. It is not part of Atlas's charge in this matter to determine whether any such information is accurate or complete.

51 Knight Lane, Williston, VT 05495
802.862.1980 | oneatlas.com

ACCEPTANCE

This cost estimate shall be accepted by providing your authorization to proceed in the signature block on the last page of the attached Client Services Agreement. Upon signing, please return the signed original to our attention. Please keep the signed copy for your records. Atlas's services will be provided on behalf of and for the exclusive use of City of Barre (the client).

Sincerely,
ATLAS TECHNICAL CONSULTANTS, LLC



Erik Urch
Senior Project Manager



Joseph H. Hayes, C.P.G., P.G.
Operations Manager

Attachments:
Table 1 - Cost Estimate
Client Services Agreement

**Table 1
Enterprise Aly Remediation Project
2023 Environmental Services
Cost Estimate, March 21, 2023**

Task	Type	Units	Qty	Rate	Item Total	Sub Total	Task Total
1. Work Plan, Project Coordination							
Atlas Labor	Principal	hrs	1	165	165		
and Expenses	Senior Project Manager	hrs	8	135	1,080		
	Staff Scientist	hrs	4	95	380		
			Task Total				1,625
2. Spring 2023 Annual Groundwater Monitoring							
Atlas Labor	Senior Project Manager	hrs	6	135	810		
and Expenses	Field Technician	hrs	66	80	5,280		
<i>assumes 2 staff, 3 days</i>	GW Level Indicator (2)	day	6	30	180		
	GW Meter - DO/pH/ORP (2)	day	6	120	720		
	Peristaltic Pump (2)	day	6	20	120		
	Tubing - 1/4" poly	ft	500	0.25	125		
	Tubing - Silicone flex	ft	25	2.52	63		
	PID (2)	day	6	90	540		
	Micro-manometer (2)	day	6	75	450		
	Mileage (3 trips)	mi	240	0.58	139		
			Atlas Subtotal			8,427	
Laboratory Subcontractor	GW CVOCs (8260) <i>(27 wells, 3 trips, 3 dups, 3 EBs)</i>	sample	36	83	2,970		
			Laboratory Subtotal			2,970	
			Task Total				11,397
3. Soil Vapor Extraction System O&M							
Atlas Labor	Senior Project Manager	hrs	18	135	2,430		
and Expenses	Field Technician	hrs	90	80	7,200		
<i>assumes 9 days</i>	PID	day	9	90	810		
<i>(3 days for Week 1,</i>	Manometer	day	9	20	180		
<i>1 day for Weeks 2-6,</i>	Thermal Anamometer	day	9	20	180		
<i>1 day for rebound eval)</i>	Micro-manometer	day	1	75	75		
	Misc Supplies	LS	1	500	500		
	Mileage (8 trips)	mi	720	0.58	418		
			Atlas Subtotal			11,793	
Laboratory Subcontractor	Air CVOCs (Full TO15) <i>(2 influent, 2 effluent)</i>	sample	4	303	1,210		
			Laboratory Subtotal			1,210	
			Task Total				13,003
4. Offsite Vapor Intrusion Evaluation							
Atlas Labor	Senior Project Manager	hrs	6	135	810		
and Expenses	Staff Scientist	hrs	24	95	2,280		
<i>assumes 2 staff, 2 days</i>	Field Technician	hrs	24	80	1,920		
	PID	day	2	90	180		
	Micromanometer	day	2	75	150		
	Helium	ea	1	50	50		
	Helium Detector	day	2	75	150		
	Tubing, 1/4" FEP-lined	ft	55	1.32	73		
	Mileage (2 trips)	mi	160	0.58	93		
			Atlas Subtotal			5,705	
Laboratory Subcontractor	Subslab CVOCs (TO15)	sample	14	303	4,235		
	Indoor/outdoor CVOCs (TO15)	sample	15	380	5,693		
			Laboratory Subtotal			9,928	
			Task Total				15,633

Table 1
Enterprise Aly Remediation Project
2023 Environmental Services
Cost Estimate, March 21, 2023

Task	Type	Units	Qty	Rate	Item Total	Sub Total	Task Total
5. Summary Report							
Atlas Labor	Principal	hrs	1	165	165		
	Senior Project Manager	hrs	16	135	2,160		
	Staff Scientist	hrs	8	95	760		
	CADD Operator	hrs	6	85	510		
	Administrative	hrs	2	65	130		
			Task Total				3,725
			Project Total				45,383

This AGREEMENT is made this ____ day of _____, 20__, by and between _____ its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at _____ and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at _____.

Whereas, CLIENT intends to employ ATLAS to provide _____ (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: _____

CLIENT: _____

PROPOSAL NAME/NUMBER/DATE: _____

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims

are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a.	Workers' Compensation (statutory)	
	Employer's Liability	
	Each accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
	Disease – Policy Limit	\$1,000,000
b.	Commercial General Liability	
	Each Occurrence	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
c.	Commercial Automobile Liability	
	Combined Single Limit	\$1,000,000
d.	Errors and Omissions / Professional Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
e.	Contractor's Pollution Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by

ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Service Order.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Service Order's result, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

29. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement , unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

34. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

35. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

BY: 

PRINTED NAME: Joseph J. Hayes, CPG, PG

TITLE: Operations Manager

DATE: _____

CLIENT:
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



City of Barre, Vermont

WILLIAM AHEARN P.E.
CITY ENGINEER & DIRECTOR
OF PUBLIC WORKS

" GRANITE CENTER OF THE WORLD "

6 NORTH MAIN ST SUITE 1
BARRE, VT 05641-4177
(802) 476-0250 TEL

MEMORANDIUM

To: Manager Nicholas Storlicastro
From: Brian Baker Public Works Director
Date: May 23, 2023
Re: Summary to Council – Annual Supplies 2023-2024

Bids were opened **Thursday, April 20, 2023** in the Barre City Council Chambers, City Hall, 6 North Main Street, Suite 2, Barre, Vermont 05641 on the following:

*“Annual Supplies”
Fiscal Year 2023-2024*

The City reserves the right to reject any and all bids and accept the bid deemed to be the best interest of the City of Barre.

2023-2024
ANNUAL SUPPLY BIDS
TO BE APPROVED BIDS by Barre City Council Meeting
Tuesday, May 23, 2023

GASOLINE #4

Packard Fuels LLC
P O Box 70
E Montpelier, VT 05651

Wholesale Rack Price (05-04-23)	\$ 2.3070 /gal.
Set profit margin	\$ 0.1852 /gal.
Applicable Taxes (State of VT.)	\$ 0.3237 /gal.
(Valero) TOTAL NET COST.	\$ 2.4922 /gal.

DIESEL FUEL (ON ROAD) #5

Packard Fuels LLC
P O Box 70
E Montpelier, VT 05651

Wholesale rack price (05-04-23)	\$ 2.3725 /gal.
Set profit margin	\$ 0.1852 /gal.
Applicable Taxes (State of VT.)	\$ 0.0100 /gal.
(Valero) TOTAL NET COST.	\$ 2.5677 /gal.

SCREENED SAND #6

McCullough Crushing Inc.
548 McCullough Hill Road
Middlesex, VT 05602

ALT. 1- City to pick up material from your site.
 Screened Sand \$ 10.75 /cu. Yd.

ALT. 2- Supplier to deliver sand to City Garage.
 Screened Sand \$ 12.00 /cu. yd.

SODIUM HYDROXIDE 25%- Water Filtration Plant, Orange, Vermont # 7

*Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067*

Bid Price \$ 1.795 /gal.

AMERICAN CYANAMID MAGNIFLOC 985N # 8

*Slack Chemical Co., Inc.
P O Box 30
Carthage, NY 13619*

Bid Price \$ 3.79 /lb.

Bidding on Sta Flocc LT-20-50# Bag

HYDROFLUOROSILICIC ACID BID # 9

*Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067*

Bid Price \$ 3.90 /gal.

ZINC - ORTHOPHOSPHATE # 10

*George S. Coyne Chemical Co., Inc.
3015 State Road
Croydon, PA 19021*

\$ 8.9974 /gal.

Bidding on CP-330S Min. 4,200 gal. per load

POWDERED ACTIVATED CARBON #11

*Norit Americas Inc.
3200 University Ave
Marshall, TX 75670*

Bid Price \$ 1.46 /lb.

***30,000 lb. Min. Delivery**

LIQUID CALCIUM CHLORIDE # 12

*All States Construction Inc.
325 Amherst Road P O Box 91
Sunderland, MA 01375*

Bid Price \$ 1.24 /gal.

SODIUM HYPOCHLORITE # 13

*Borden & Remington Corp.
63 Water Street
Fall River, MA 02722*

Bid Price \$ 2.5763 /gal.

SODIUM BISULFITE # 14

*Slack Chemical Co., Inc.
P O Box 30
Carthage, NY 13619*

Bid Price \$ 3.897 /gal.

CATIONIC POLYMER # 15

*Slack Chemical Co., Inc.
P O Box 30
Carthage, NY 13619*

Bid Price \$ 2.53 /lb.

Bidding on Sta Flocc 6532-Barre 3rd

LIQUID POLYALUMINUM CHLORIDE # 16

*Holland Company Inc.
153 Howland Avenue
Adams. MA 01220-1199*

Polyaluminum Chloride
Sodium Aluminate

Bid Price \$ 3.41 /gal.
Bid Price \$ 5.32 /gal.

PCH-180 POLY ALUMINUM CHLORIDE # 17

*Holland Company Inc.
153 Howland Avenue
Adams. MA 01220-1199*

Bid Price \$ 3.34 /gal.

SODIUM PERMANGANATE SOLUTION 20% #18

*Slack Chemical Co., Inc.
P O Box 30
Carthage, NY 13619*

Bid Price \$ 15.99 Gallon

***** TO BE APPROVED ANNUAL SUPPLY BID*****

By Barre City Council Meeting 05-23-23

Bid opening April 22, 2023 @ 10:00 AM



CITY OF BARRE

VOLUNTEER APPLICATION

Commissions, Committee, Boards and Task Force Application Form

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

Legal Full Name: _____ Date of Birth: _____

Other Names/Nicknames Used : _____

E-mail: _____ Present Mailing Address: _____

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

Home Phone: _____ Business Phone: _____

Cell Phone: _____

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

1. _____

2. _____

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

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

Sign here: _____

Date: _____

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

City Manager's Office Use Only

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

Notified by: _____

Term of Appointment: From _____ to _____



Update on Preparations to Address Emergency Housing Transitions

Nicolas Storellicastro

City Manager

May 23, 2023

Broad coalition is engaged and planning

- Present today:
 - Ericka Reil – Another Way, Chair of the Barre City Homelessness Task Force
 - Ken Russell – Another Way, Chair of the Montpelier Homelessness Task Force
 - Alison Calderara – Capstone Community Action
 - Rep. Jonathan Williams
- Other partners including, but not limited to:
 - City of Montpelier
 - Town of Berlin
 - Washington County Mental Health Services
 - Good Samaritan Haven
 - Family Center of Washington County
 - Downstreet
 - Agency of Human Services
 - Many others...

Timeline of our efforts

- **April 3:** 1st planning meeting – Municipal leaders, public safety leadership
- **May 1:** Follow-up planning meeting – Municipal leaders, public safety leadership, service providers
- **May 9:** Press conference, mini-summit
- **May 12:** Barre/Montpelier meeting with Agency of Human Services leadership
- **May 17:** Planning group meeting

Meetings continue to be scheduled. We remain engaged and working with the state, service providers, and our municipal partners.

What are the numbers?

GA Emergency Housing – April Data

Eligibility Category	# of Households	%
Adverse Weather Conditions	789	43%
Age 60+	82	4%
Disability	565	31%
Domestic Violence	22	1%
Families with Children	329	18%
Health Code Violations/Eviction	24	1%
Natural Disaster (Fire, Flood, Hurricane)	2	<1%
Pregnant	9	<1%
Grand Total	1822	



In Washington County, this translates to:

- 302 adults +
- 85 children in
- 223 households

What is our response?

- Together with service providers, we have the ability to assist a limited number of individuals, but certainly cannot absorb 208 households.
- Our asks of the state:
 - **Staffing, staffing, staffing:** project management, security, support staff
 - **Land and buildings:** Open public land for camping, provide season passes to state parks, open public buildings for emergency housing
 - **Capital investments:** portable toilets/showers, transport, pallet shelters
 - **HOP funding:** Rental rooms, landlord liaisons, street outreach, shelter space

State Budget negotiators pulled together \$12.5 million to strengthen the safety net of services to help people facing homelessness. The new funding includes \$10 million for the Department for Children and Families and \$2.5 million for the Housing Opportunity Grant Program.

Municipal response

- Opening temporary emergency shelter (BOR) – under right conditions and **only** if the state:
 - **Fully** staffs;
 - **Fully** secures;
 - **Fully** mitigates impact on Civic Center complex; and
 - Under **no** circumstances extended beyond September 1.
- Montpelier Rec Center
- Providers have provided camping equipment to people who will be losing housing.



Thank you.

Questions?



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 9-C

AGENDA ITEM DESCRIPTION: ARPA Community Innovation Fund Round II presentations and authorize funding for selected projects

SUBJECT: ARPA funding

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECCOMENDATION: Hear from applicants and make funding decisions

PRIOR ACTION/STRATEGIC OUTCOME:

Prior Action:

The American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) which provides \$350 billion to state and local governments across the nation for the response to and recovery from the COVID-19 pandemic. Of Vermont’s \$1.25 billion share, over \$200 million (about \$300 per Vermonter) was allocated to municipalities. Barre City received \$2.5 million.

The City conducted a comprehensive engagement process that included:

- **September 2022:** Solicitation of letters of interest for innovative projects to be funded with ARPA funding;
- **September 2022 – January 2023:** Engage an outside facilitator to assist with public engagement
- **November 2022 – December 2022:** Public online and paper-based survey to seek input on uses of funding, and rating of letter of interest projects that had been submitted by that time;
- **November 15, 2022:** Public and Zoom forum at Alumni Hall; and
- **January 10, 2023:** Issuance of a public report summarizing all engagement activities and findings based on responses received.

Our outreach efforts were productive, and included the following engagements:

- 21 letters of interest submitted;
- Over 40 individuals participated in the public forum; and
- 309 survey responses.

In January 2023, the following uses of ARPA funding were proposed to the Council:

- **Allocation of \$250,000 to Downstreet for the Granite City Apartments project at the Ward 5 School.** This project requested funding through the letters of interest process. Funding was recommended because “Housing” was the highest ranked priority in the survey, and this project specifically received the greatest support among those who returned surveys. *[N.B. Council approved this funding allocation on 1/31/23]*
- **Allocation of \$2M to fund the Capital Improvement Plan.** The feedback at the public forum was unequivocal – community members requested that ARPA funding support improvements to the City’s infrastructure. In order to be responsive to this public feedback, it was proposed allocating the vast majority of the ARPA funding towards the recently created Capital Improvement Plan.

- **Set aside \$200,000 to support a Community Innovation Fund.** There were many compelling projects submitted through the letters of interest process, totaling over \$1.8 million in requested funds. There was support on Council for the development of a “micro-grant” process whereby letter of interest applicants would refine their projects and the Council could determine which projects should be prioritized for funding.

Strategic Outcome:

At its February 21, 2023 meeting, the Council adopted the following guidelines for awarding the funding under the ARPA Community Innovation Fund:

1. **Mixed funding sources required:** ARPA funding needs to be leveraged to multiply its impact across the City. With the exception of projects requesting under \$5,000, the City would not fully fund any single project, and applicants must demonstrate their ability to secure diverse funding sources.
2. **Progressive funding tiers:** In order to provide some balance for applicants of large and small requests, funding tiers are proposed based on the amount of the request as follows:

Amount Requested	Percent Funded Based on Total Project Cost
Under \$5,000*	100%
\$5,001 - \$20,000	75%
\$20,001 - \$50,000	67%
Over \$50,000	50%

**Note, while there are no current letter of interest projects under \$5,000, setting this funding tier now will allow for clarity should any such projects emerge in the future. For example, a current applicant could scale down a project to below this threshold.*

This table is applied as follows:

- If an applicant requested \$6,500 for a project where the total cost of the project was \$6,500, that applicant would be eligible for \$4,875 (\$6,500 total project cost * 75%).
 - If an applicant requested \$6,500 for a project where the total cost of the project was \$25,000, that applicant would be eligible for \$6,500 (\$25,000 total project cost * 67% = \$16,750 max award).
 - Even if the tiers result in a maximum award greater than what the applicant applied for, the City will only fund up to the original amount requested.
 - In the second example above, even though the applicant could have received up to \$16,750 based on the funding tiers, they are eligible only for the \$6,500 they originally requested.
3. **No operational or recurring expenses:** ARPA is one-time funding. In the same manner as the City has directed ARPA funding towards non-recurring expenses, the same rule applies to outside organizations that are supported because subsidizing operational and/or recurring expenses simply creates future fiscal cliffs. Funded projects should be financially sustainable for the foreseeable future or require only one-time funding.
 4. **Demonstration of broad community impact:** Proposals should show demonstrable civic improvements that foster recreation, community pride, housing or support to underserved or high-need populations. In addition, projects will be prioritized based on benefits to community members with a broad range of demographics. Applicants would be encouraged to demonstrate support based on the results of ARPA outreach that was conducted.

5. **Projects must be underway by September 30, 2024 and completed by September 30, 2026.** According to federal ARPA guidelines, all funds must be committed by December 31, 2024 and fully reimbursed by December 31, 2026. Projects must demonstrate an ability to secure funding, contracts, and all other completion requirements necessary to meet these timeframes.
6. **Approved funding will be provided on a reimbursement basis.** Applicants will provide proof of expenses and payment before funds will be released.
7. **Applicants must provide completion reports to Council within 3 months of completion of the funded project.** The City will not make final reimbursements until the completion report is submitted.

The Council approved the following next steps and guidelines:

- **March 15:** Creation and distribution of a 2nd round application form [*N.B. Council approved the form on 3/28/2023*]
- **May 1:** Completed 2nd round application form due to the City Manager for compilation and review
- **As early as May 9th:** Completed applications presented to Council for consideration/action
 - Council was presented with Round II applications at its May 8, 2023 meeting and decided to invite applicants for brief presentations and questions at its next meeting. The Manager has extended invitations to all applicants, collected questions from Councilors, and shared those questions with the applicants so they are prepared to address them. The questions are included as Attachment II in this packet.

Of the 21 original Letter of Interest applicants, **8 submitted Round II applications**, totaling **\$179,127** in requests, as summarized in Attachment I. Several applicants have modified or had a change of status for their funding requests since the Round II applications were released, including:

- **Studio Place Arts** did not submit a Round II application but requested that the City change the matching funds requirements in order to proceed with its proposed “Walk Thru to Main Street” project, which would result in improvements made on a public, rather than private, asset. If the Council approves this request in full, the funding for this project would be \$37,200. This amount is *not included* in the \$179,127 of Round II requests, pending direction from Council;
- **Rainbow Bridge Center** reduced its funding request from \$25,000 to \$4,500 and changed the scope of its request to support the purchase of books to create a library resource in order to meet the eligibility requirements that funds could not support operational expenses;
- **Sage Mountain** modified the scope of its request to support enhancements to an outside classroom in order to meet the eligibility requirement that funds could not support operational expenses;
- **Barre Area Senior Center** reduced its funding request from \$12,000 to \$4,875 by reducing the scope of its project;
- **Barre Opera House’s** request is being considered separately per executive session briefings;
- **Central Vermont Adult Basic Education** withdrew its application; and
- **CVTV and Meals on Wheels** did not submit Round II applications.

EXPENDITURE AND FUNDING SOURCE: \$200,000 in ARPA Community Innovation Fund

ATTACHMENT(S): (1) Summary of Round II submissions; (2) Questions from Councilors; [Round II applications](#) can be accessed on our website.

INTERESTED/AFFECTED PARTIES: Residents of Barre, Letter of Interest applicants

RECOMMENDED ACTION/MOTION:

Authorize awards to selected applicants.

Attachment I: Summary of Round II Submissions

Letter of Interest Funding Request Summary					
Title	Applicant	\$ Requested	Project Total	Tier	Max ARPA Award
CVTN Programming Operational Support	CVTV	\$ 300,000	\$ 300,000	50%	\$ 150,000
Purchase Electric Vehicles for Meals on Wheels	Meals on Wheels	\$ 200,000	\$ 221,625		\$ 100,000
Install lighting on Bond Field	Barre Community Baseball and Softball	\$ 150,000	\$ 150,000	67%	\$ 75,000
Athletic Field upgrades study for Spaulding High School	SHS Foundation	\$ 40,000	\$ 40,000		\$ 26,800
*Walk Through to Main St Art Project	Studio Place Arts (SPA)	\$ 37,200	\$ 37,200		\$ 24,924
Central VT Adult Basic Ed Operational Support	CV Adult Basic Education	\$ 20,000	\$ 310,450	75%	\$ 20,000
**Sage Mountain Outdoor Classroom Upgrades	Sage Mountain	\$ 20,000	\$ 355,000		\$ 20,000
Old Labor Hall Media/Facility Upgrades	Barre Historical Society	\$ 19,936	\$ 19,936		\$ 14,952
Circle Women's Shelter Technology Upgrades	Circle	\$ 18,000	\$ 29,150		\$ 18,000
Old Labor Hall Lift Upgrade	Barre Historical Society	\$ 15,000	\$ 67,217		\$ 15,000
**Barre Area Senior Center Visual Media Center Upgrades	Barre Area Senior Center	\$ 4,875	\$ 4,875	100%	\$ 4,875
**Books for Rainbow Bridge Center	Rainbow Bridge Center	\$ 4,500	\$ 4,500		\$ 4,500
<i>*Requested change of match requirements to proceed with project, not included in totals</i>		Totals	\$ 272,311	\$ 670,678	\$ 179,127
<i>**Made changes in Round II application</i>					
		Average Request	\$ 34,039		
		Average ARPA Award	\$ 22,391		

Already Funded -- No longer under consideration for ARPA Community Innovation Funds			
Title	Applicant	\$ Requested	Source
Civic Center Facility Upgrades	Civic Center Committee	\$ 316,250	Sanders CDS
Granite City Apartments - create 9 new apartments at the Ward 5 School	Downstreet	\$ 250,000	ARPA
Barre Opera House External Lights Project	Barre Opera House	\$ 111,114	ARPA/TBD
Make City Hall bathroom ADA accessible	ADA Committee	\$ 26,000	CIP
Turning Point Recovery Center Restoration	Turning Point	\$ 50,000	Opioid Settlements
Warming Shelter at Aldrich Library	Homelessness Task Force	\$ 12,000	FY24 Budget
Install ADA wheelchair swing in a playground	ADA Committee	\$ 3,050	In progress
Make the city website ADA accessible	ADA Committee	\$ 1,300	In progress
Install ADA signage in City Hall	ADA Committee	\$ 450	In progress
		\$ 770,164	

Attachment II: Questions from Councilors

Barre Community Baseball/Softball:

- Has Barre Town been approached for ARPA funding, and how much are they willing to contribute?
- How was MUSCO identified as the most cost-effective bidder for this project? Did they go through a competitive procurement process giving all vendors equal opportunity to bid?
- What revenue sources do you have to cover the \$50k payments + electricity?
- What are the favorable requirements to host a tournament; and is there association revenue associated with being able to host tournaments, if so, what does that look like in terms of dollars?
- How many additional (or net new games or practices) will be able to be played because of the lighting.
- How many Barre City youth are served by the program? How many have benefited from programming in the past five years; and what is the cost for a youth to be part of the programming?
- For what portion of the year does the program operate?

SHS Foundation:

- It is unclear on what kind of improvements this will fund; what is the scope of changes and the improvements to be funded?
- How will the School and broader public be able to provide input into the design/changes?
- Has Barre Town been approached for ARPA funding, and how much are they willing to contribute?
- Has the BUUSD School Board and Administration been approached about use of their capital improvement funds to implement the project; what groundwork has been put down to ensure this isn't a plan that gets shelved when the final price tag is finalized?
 - How would a bond vote and District capital spending to move this project forward stack up against other needs at the District? Has the Board taken any straw poll on this?
- There is funding for stormwater; how will this be integrated into the 3-acre stormwater permit for the site?
- The riparian buffer has been removed on this site in a manner that appears to be in violation of the City's Unified Development Regulations (Section 3020), which are designed to protect water quality, stream habitat, mitigate flood damage, and protect from major erosion. Will this site design obtain all required City permits and fund restoration of the riparian buffer?

Studio Place Arts Walk Thru:

- How will the installation be mounted (ground or wall) and what permissions might be needed?
- What will the call for artists emphasize: in terms of connection to history and Barre City's granite heritage?
- How do you think this will enhance the art stroll?

Sage Mountain:

- How many Barre City students have benefited from programming in the past five years; and what is the cost for a youth to be part of the programming?
- Has Orange been approached for ARPA funding, and how much are they willing to contribute?
- How many Barre City students have benefited from programming in the past five years; and what is the cost for a Barre City youth to be part of the programming?

Barre Historical Society – Technology Upgrades

- How would this equipment allow you to expand your programmatic offerings or events and visitation to Barre City's downtown?
- Over the course of year, how many more people do you think the Hall would attract with this equipment to downtown Barre City?

Circle

- Are you willing to obtain all necessary City permits for the project?

Barre Historical Society – Lift Upgrade

- No questions.

Barre Area Senior Center:

- How do you expect this equipment will change or expand your programming and reach otherwise isolated seniors looking for social connection?

Rainbow Bridge Center:

- How many users do you expect might benefit from the library?
- How would housing these in this facility be a better fit than through a partnership with the Library?



MEMORANDUM

To: Barre City Council
Nicolas Storrellicastro, City Manager

From: Stephanie Clarke, White + Burke Real Estate Advisors
David G. White, White + Burke Real Estate Advisors

Date: May 19, 2023

Re: Barre TIF – Economic Development Update and Next Steps

The process of evaluating the Barre TIF District and exploring new investment and revitalization efforts has been ongoing since February 2021 and is continuing in earnest. Given market conditions with the pandemic and the volatile construction environment, development opportunities in the downtown have been limited. That being said, the market is changing, and the City continues to commit resources to economic development, taking a proactive approach to generating new business, housing, and vitality in the heart of the City. The following is a quick history of our efforts to-date and our plan for next steps.

Where We've Been

The initial scope of work by W+B included reviewing the existing files with the City, interviewing property owners and developers, responding to inquiries from a mailing to all property owners in the District, researching market conditions, exploring hypothetical development concepts, and building a model for financial feasibility. The City also commissioned a parking analysis by the transportation consultant firm DESMAN that looked at parking supply and demand and determined a range of possible City investments potentially fundable with TIF.

Where We Are

Fortunately for Barre, the legislature passed legislation¹ to extend Barre’s ability to incur debt until March 31, 2026, giving the City two more years to put together a public-private partnership (or more than one!) utilizing public infrastructure investment to catalyze private development. This extension provides a great opportunity but in reality, it is a short window. It takes considerable time to put these public-private deals together. To take advantage of this opportunity, it will require that a vigorous and focused effort get underway now.

Where We’re Going

As the City’s consultants², we propose to form W+B’s Downtown Action Team – a group of stakeholders to take the lead on identifying development opportunities, with W+B as the organizer and advisor. Local people know the community better than we ever will and have relationships that can open doors. With W+B acting as coaches, the action team can initiate opportunities to which we can bring our expertise in evaluating project feasibility, negotiating agreements, structuring financing, and obtaining approvals for use of TIF funding from VEPC. The attached “Scoping Document” summarizes the ask and goal of this effort.

The action team model has been an effective tool for economic development opportunity ideation and exploration. We have used this successfully in other Vermont communities and think it will be a valuable approach in Barre.

Next Steps

With City Council’s endorsement of this pathway of our work, we will begin assembling the group. We plan to invite the Barre Area Development Corporation (BADC), Central Vermont Economic Development Corporation (CVEDC), and 2-3 members of the Council. **Does the Council have any other suggestions of who could participate?**

We will continue to stay in touch with Council as these efforts progress.

¹ The House and Senate have passed the legislation and it awaits the Governor’s signature.

² David White of White + Burke will be leading this effort in the short-term while Stephanie is away on parental leave until September. David has extensive community and economic development experience and has consulted on Barre’s TIF District over the years.

White + Burke's Downtown Action Team Scoping Document

May 2023

Economic Development in Downtown Barre

Over the past few years, the City of Barre has ramped up economic development efforts to identify opportunities for projects that could only come to fruition with City investments in public infrastructure. The City's Tax Increment Financing (TIF) District could fund these public projects to help catalyze private investment in this difficult construction environment, as the world emerges from pandemic. The City's window to incur debt for these purposes was set to expire in March 2024, but has been extended by legislature this year through March 2026 (pending the Governor's signature). This means that the City would have an additional two years to form a public-private partnership with a development partner to leverage this powerful source of financing and increase the vitality of the downtown. In combination with other economic development tools, this provides the City a great deal of potential for revitalization.

The Action Team

White + Burke Real Estate Advisors has been contracted by the City to lead these efforts and is convening W+B's Downtown Action Team of stakeholders to advance the work of having exploratory conversations and identifying projects.

The action team will meet regularly to discuss findings, but the majority of the members' work will be in the independent fact-finding. The group will meet initially to organize a list of potential contacts who may:

- have particular properties within the TIF District,
- have a vested interest in a downtown business, or
- who may be connected to folks with development experience in or around Barre.

From there, the expectation is for members to have conversations with these contacts to:

- explain how TIF can incentivize development (if they don't already know),
- show them plans for City ideas,
- and generally learn if there is any need for City investment.

This action team will be coordinated and led by David White of White + Burke Real Estate Advisors, who will then advance any conversations with stakeholders or entities that have reasonable potential. White + Burke will report to the City Council on findings and opportunities as needed.

The Goal

The goal of W+B's Downtown Action Team is to utilize local connections and contacts to increase visibility and awareness of this financing opportunity and generate ideas for potential opportunities. This could (and hopefully will) evolve from feasibility to design and planning, and eventually into a development agreement between the parties, an application to the State, and a bond vote to the City for the municipal infrastructure component. The result of a successful project will be new municipal infrastructure that supports private development, increasing the downtown's overall vitality and the City's tax base.



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 9-E

AGENDA ITEM DESCRIPTION: Ord. #2023-01 Community Investment Ordinance – second reading and hearing warned for 7:30 P.M.

SUBJECT: Procurement practices

SUBMITTING DEPARTMENT/PERSON: Councilor Waszazak

STAFF RECCOMENDATION: The Manager is supportive of the proposed ordinance

BACKGROUND:

This proposed ordinance provides that projects over a \$200,000 threshold are completed responsibly, and in a way that furthers the economic condition of the workers employed on such projects. As the City has adopted a robust Capital Plan and is pursuing large-scale infrastructure/capital projects through American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) funding, it is in the best interest of the City and our residents to ensure that those completing these projects are spending City dollars in a responsible way – this includes paying prevailing wages, offering good benefits, and incentivizing the hiring of local workers, and historically marginalized/economically disadvantaged communities.

At its April 25, 2023 meeting, the Council held a first hearing on this proposed ordinance. The City Manager, Assistant City Manager, and Clerk/Treasurer have reviewed, provided comments, and requested amendments which were included in the first hearing draft. The second hearing draft includes amendments suggested during the first hearing, including:

- **Section 24-1(d):** Minority group members: US citizens, permanent residents, or individuals who are authorized to work in the United States who are ~~[Asian, African American, Hispanic, and/or Native American]~~ **Native American or Alaska Native, Asian, Black or African American, Latino or Hispanic, and Native Hawaiian or other Pacific Islander.**
- **Section 24-2 (c)(v):** Loss of available funding, **or if any of the provisions of this section conflict with federal and/or state rules and/or regulations.**
- **Section 24-2(e):** The decision by the City Manager to waive any provision under Section 24-2(c)(ii + iii) may be overturned by ~~[the]~~ **a two-thirds majority of the** Council. An override vote must be completed within fifteen (15) days after receiving notification from the Manager.
- **Section 24-3(a)(ii):** ~~[The contractor(s), subcontractor(s), etc under the contractor must maintain any required workers' compensation coverage in accordance with Vermont Workers' Compensation Law (21 V.S.A. § 9);]~~
- **Section 24-3(a)(vi):** **The contractor(s), subcontractor(s), etc must be in compliance with the federal Davis-Bacon and Related Acts (DBRA), to the extent required by law.**
- **Section 24-4(a):** **(iv) Veterans; (v) people with disabilities**
- **Section 24-5(a):** The contractor(s), subcontractor(s), etc must maintain complete and appropriate daily entries of employees **physically** on-site, including the location of the project; current date; employee name; and the time of each entry or exit.

EXPENDITURE & FUNDING SOURCE: Unknown. The proposed ordinance provides for a 2 percent credit to potentially higher bidders, but the impacts of hiring City employees as required by the proposed ordinance would also result in ancillary financial benefits for the City and its businesses.

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §107](#)

ATTACHMENT: [Proposed text of the ordinance](#)

RECOMMENDED ACTION/MOTION:

Move to approve Ordinance #2023-01.

City of Barre
Chapter 24 – COMMUNITY INVESTMENT ORDINANCE
#2023-01

The City Council of the City of Barre, Vermont will hold a second reading and public hearing on Tuesday, May 23, 2023 at 7:30 P.M. in the City Council Chambers to discuss the following revision to the Code of Ordinances, new Chapter 24 – Community Investment Ordinance, as follows:

The City Council of the City of Barre hereby ordains that the Code of Ordinances of the City of Barre, Vermont is hereby amended by adding Chapter 24 – Community Investment Ordinance, to read as follows:

Note: **Bold/Underline indicates additions**
[brackets/Strikeout indicates deletions]

Sec. 24-1. Definitions

- (a) **Contractor: All persons, corporations, agencies, firms, businesses, developers, bidders, proposers, trade contractors, installers, general contractors, or other named entity that has been awarded a "project" as defined in this article and is the named signatory with the City and has direct privity of contract with the City, except so-called designer or engineering services. The contractor is solely responsible for the overall compliance of any project and for organizing, planning, hiring, appointing, contracting, retaining, and subcontracting with appropriate individuals and firms to ensure compliance with this article. The contractor is responsible for gathering, tracking and submitting all required compliance data and forms from all tiered subcontractors that have been hired or otherwise retained to perform work on the project and is responsible for ensuring that all contractors supplement or amend the forms as needed during the duration of the project.**
- (b) **Construction services: any construction, rehabilitation, alteration, conversion, extension, or repair of buildings, streets, or other improvements to real property for a city-funded capital, general, or enterprise fund project.**
- (c) **Construction services period: fifty (50) percent plus one day of an approved project timeline.**
- (d) **Minority group members: US citizens, permanent residents, or individuals who are authorized to work in the United States who are Native American or Alaska Native, Asian, Black or African American, Latino or Hispanic, and Native Hawaiian or other Pacific Islander.**
- (e) **Subcontractor: Those persons, corporations, agencies, firms, businesses, developers, bidders, proposers, trade contractors, and/or installers, that have contracted or been retained by the contractor or other subcontractor for the provision of services and materials related to and a part of the project.**

Sec. 24-2. Responsible contractor requirements.

- (a) **Whenever the City of Barre is procuring construction services that cost in excess of \$200,000 for any single project, the provisions of this section shall be incorporated into the procurement documents and made part of the specifications and contract. Any person, company, or corporation shall acknowledge as part of such documents receipt and understanding of said provisions with their bid or proposal.**
- (b) **Notwithstanding the above, the prequalification requirement shall not apply to subcontractors on a city-funded project where the total value of the work to be performed by that subcontractor is the lesser of twenty-five (25) percent of the contract value or one hundred thousand dollars (\$100,000.00) or less.**
- (c) **The provisions of this section may be waived by the Manager at any point of the construction services period upon the following findings:**
 - (i) **The construction services relate to the repair or replacement of equipment which can only be serviced by specific vendors due to age, required certifications and/or training, or uniqueness of the equipment;**
 - (ii) **No other responsible or responsive bidders are identified;**
 - (iii) **Responsible or responsive bidders are unable to accept additional work, or waiting for such bidders to begin work would cause a delay of six months or longer;**
 - (iv) **An emergency situation;**
 - (v) **Loss of available funding, or if any of the provisions of this section conflict with federal and/or state rules and/or regulations.**
- (d) **The Manager shall notify the Council in writing whenever the provisions of this section are waived.**
- (e) **The decision by the City Manager to waive any provision under Section 24-2(c)(ii + iii) may be overturned by a two-thirds majority of the Council. An override vote must be completed within fifteen (15) days after receiving notification from the Manager.**

Sec. 24-3. Conditions for bidding.

- (a) **All bidders or proposers and all subcontractors, etc. shall as a condition for bidding or subcontracting verify in such manner as prescribed by the City at the time of submission in response to a Request for Proposal and prior to entering into a subcontract, that they are in compliance with the following conditions and, for the duration of the project, shall comply with the following provisions:**
 - (i) **The contractor(s), subcontractor(s), etc. must comply with the obligations established by the City for payment of a "Responsible Wage", which shall effectively incorporate the rates and fringe benefits authorized by Vermont Capital Construction Act in the Northern area including the appropriate apprentice classification. Responsible wage rates and fringe benefits shall**

only apply to construction trades workers working directly on the specified construction project;

- (ii) The contractor(s), subcontractor(s), etc. under the bidder must properly classify actual employees as employees rather than independent contractors and treat them accordingly for workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding, to the extent required by Vermont statute (21 V.S.A. § 387). Nothing in this section shall preclude the employment of independent contractors as bidders, proposers, and/or subcontractors if such individuals operate as independent contractors;**
- (iii) The contractor(s), subcontractor(s), etc. prove in a form and manner prescribed by the City that they are a legitimate business entity, not an employee improperly misclassified;**
- (iv) The contractor(s), subcontractor(s), etc. must be in compliance with the federal Affordable Care Act (ACA), to the extent required by law.**
- (v) The contractor(s), subcontractor(s), etc. must be in compliance with the federal Davis-Bacon and Related Acts (DBRA), to the extent required by law.**

Sec. 24-4. Incentivizing hiring of City residents, women and minorities.

- (a) The City shall incentivize hiring of underrepresented populations in construction services, including City residents, women, and minorities by deducting two (2) percent off the total bid for scoring purposes if the contractor(s), subcontractor(s), etc. can demonstrate their ability to hire, maintain, and assign to the project any of the following qualified employee demographics such that any single demographic or combination thereof equals ten (10) percent of the project's workforce:**
 - (i) City residents;**
 - (ii) Women;**
 - (iii) Minority group members;**
 - (iv) Veterans; and/or**
 - (v) People with disabilities**
- (b) If the contractor, subcontractor, etc. is awarded a contract based on a demonstrated ability to hire and maintain ten (10) percent or more of the qualified employee demographics but fails or is unable to maintain such proportions throughout a majority of the construction services period, the City shall be authorized to seek a two (2) percent reduction off the total bid.**
- (c) The contractor(s), subcontractor(s), etc. shall provide proof and documentation of the staffing proportions under this section at the request of the City in a form and manner prescribed by the City.**

Sec. 24-5. Documentation of work site records.

- (a) The contractor(s), subcontractor(s), etc. must maintain complete and appropriate daily entries of employees physically on-site, including the location of the project;**

current date; employee name; and the time of each entry or exit.

- (b) **Such records shall be made available for review upon request.**
- (c) **The work site shall contain a prominent notice that employees are entitled by law to receive the prevailing wage rate plus fringe benefits for their work on the project.**
- (d) **Prior to being awarded contracts, all contractor(s), subcontractor(s), etc. shall provide to the City proof that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the State of Vermont or in the City.**

Sec. 24-6. Compliance with conditions.

- (a) **All contractors, subcontractors, etc. who are awarded or who otherwise obtain contracts for construction services under this section shall comply with each of the obligations set forth in this section to the extent required by this section and Vermont statutes, and an authorized representative of each bidder or subcontractor under the bidder shall at the request of the City in a form and manner prescribed by the City certify compliance with such provisions.**

(b) Any contractor(s), subcontractor(s), etc. who fails to comply with the provisions of this ordinance shall be, at the sole discretion of the City, subject to one or more of the following sanctions:

- (i) **After a reasonable period of time not to exceed sixty (60) days to provide an opportunity to correct, suspension of work on the project until compliance is obtained; and**
- (ii) **Permanent removal from any further work on the project due to abrogation of the contract which shall be deemed just cause termination of the agreement.**

ADOPTION HISTORY

- First Reading at regular City Council meeting held on Tuesday, April 25, 2023. Second Reading and Public Hearing set by Council for Tuesday, May 23, 2023.
- Proposed language printed in Times Argus newspaper on Friday, May 19, 2023.
- Second Reading and Public Hearing held on Tuesday, May 23, 2023. Adopted at regular City Council meeting held on _____ and entered in the minutes of that meeting which are approved on _____.
- Posted in public places on _____.
- Notice of adoption published in the Times Argus newspaper on _____.
- Effective _____.

Dated this _____ day of _____, 2023.

Carolyn S. Dawes
City Clerk/Treasurer



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 5/23/23

Agenda Item No. 9-F

AGENDA ITEM DESCRIPTION: Authorize \$45,297.78 in undesignated FY23 fund balance to purchase replacement fire gear

SUBJECT: Fire & Emergency Medical Services equipment

SUBMITTING DEPARTMENT/PERSON: Manager Storlicastro, Chief Cushman

STAFF RECCOMENDATION: Designate fund balance to support a cyclical purchase of fire gear

BACKGROUND:

Fire gear (fire coat and pants) used by the Barre City Fire & Emergency Services Department has a maximum life expectancy of ten years. Ten years ago, there was a department-wide purchase of new gear following response to a fire in a granite shed where there was risk of asbestos contamination.

Due to the aging out of the fire gear purchased following the granite shed response, many firefighters currently have only one set of fire gear. Best practice is to provide two sets of gear to ensure that it is regularly washed and cleared of cancer-causing toxins from fire response, and so that staff have a backup set of gear when one set is sent for repairs in the case of rips or tears during response to emergencies.

Chief Cushman is working with rank-and-file members of the department to create a sustainable replacement cycle for fire gear so that we can avoid a major purchase every ten years, and instead make incremental upgrades and affordable and sustainable cost.

The requested fund balance designation would fund eleven sets of fire gear. Like many other supplies and materials, there are significant delays due to supply chain and workforce challenges. We expect the gear will take 11 months to be delivered.

EXPENDITURE AND FUNDING SOURCE: \$45,297.78 in FY23 undesignated fund balance. Under §601(b) of the City Charter, “[a]t the close of the fiscal year, any unexpended funds remaining from the City budget may be retained if approved by vote of the City Council, as an undesignated fund balance for future use. Any funds retained pursuant to this provision shall be limited to an amount not greater than five percent of the City budget. Any amount remaining in excess of five percent in the City budget must be used in the subsequent budget to cut the tax rate.” This cyclical purchase of fire gear is an appropriate use of undesignated fund balance because it is not an annually recurring expense. Outside of the fund balance, the City does not have an identified fund source to purchase this critical safety equipment.

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §601](#)

ATTACHMENT: Bergeron Protective Clothing quote

RECOMMENDED ACTION/MOTION:

Move to assign \$45,297.78 in undesignated FY23 fund balance to purchase fire gear.



1024 Suncook Valley Hwy., Unit 5-D
 Epsom NH, 03234
 TEL: 603.736.8500
 www.BergeronProtectiveClothing.com

QUOTATION

No. : 212709

Doc. Date : 04/19/2023
Payment Terms : NET30
Valid Until: 06/30/2023
Customer PO:
Salesperson : Jeff Taylor
Page : Page 1 of 2

Bill To

Barre City VT Fire Department
 15 Fourth Street
 Barre VT 05641

Ship To :

15 Fourth Street
 Barre VT 05641

G-Xtreme 3.0 Jacket + IH Pant 2023

Quantity	Style	Description	Your Cost
1	1C7RQ	Globe G-Xtreme 3.0 Jacket, Pioneer, FreeFAS Color: Black Trim Color: Red Orange Glide Ice 2 Layer Thermal Liner Stedair Gold Moisture Barrier *Contains PFAS 3" Red/Orange NYC Scotchlite Triple Trim 3" Red/Orange B C F D Sewn on Row A Std Vislon Zipper In/Velcro Out Closure Std Expansion Pockets 2x8x8 W/ Fleece Hand Warmer Std Kevlar Backed Exp. Pockets Self Hanging Strap with D-Ring, Right Chest Toward Stormflap Survivor Flashlight Holder Right Chest Toward Sleeve 2x3.5x7 Radio Pocket Left Chest Std 3" Trim Over Radio Pocket Self Mic Strap Above Radio Pocket Std Adjustable Well Without Wrister Std Nomex Wrister Self Material Cuffs Std Collar Loop Hem Snap Tabs (3) Outer Shell Hem Snap Tabs (3) Liner Std Square Pocket on Thermal Liner Std Neck Snaps on Collar and Liner Std Drag Rescue Device PJ Filler Collar Std Stored Energy Band Upper	1,916.01
1	N1BA132	Letter Patch, Hanging 5" x 20"	37.25
8	19721	Letter, 3" Scotchlite Color: RO Add \$4.20 per letter for last names on letter patch (For planning purposes this quote uses an example of 8 letters)	33.60

*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. \$25 returned check fee MC/ Visa /Discover accepted.

From: BERGERON PROTECTIVE CLOTHING LLC
 To: Barre City VT Fire Department

Document No. : 212709
 Doc. Date : 04/19/2023

Quantity	Style	Description	Your Cost
1	190549N	Wristers, Nomex Hand and Wrist Guards Option at sizing: Add \$12.24	
Subtotal:			0.00
1	GC7RQ	Globe GPS IH Pant, Pioneer, FreeFAS Color: Black Trim Color: Red Orange Glide Ice 2 Layer Thermal Liner Stedair Gold Moisture Barrier 3" Scotchlite Triple Trim Around Cuff Std Hook and Loop (Velcro) Fly Closure Series II Harnes with Hook and Dee Closure Yates Carabiner Std Expansion Pockets 2x10x10, Left Std IH Rope Pocket, Right Std Kevlar Backed Expansion Pockets Self Material Cuffs Dragon Hide Knees Silizone Padded Knees Reg Black Padded Rip Cord Suspenders 10" Wide Split Flap 4" Compartment, Right Pocket Pocket Divider, Right Pocket 1/3 Rear	2,131.12

Subtotal 4,117.98
Total 4,117.98

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