

REGULAR COUNCIL MEETING

Tuesday, July 25, 2023 5:00pm

Join Zoom Meeting

<https://us06web.zoom.us/j/88982525535?pwd=VzIXOU5tald0YkgySUdTcldqSUVGQT09>

Meeting ID: 889 8252 5535 Passcode: 675736

One tap mobile 929-205-6099

1. Call to Order – 5:00 p.m.
2. Adjustments to the Agenda
3. Visitors and Communications
4. Consent Agenda
 - A. Approval of Minutes Regular City Council Meeting of Friday July 14, 2023
 - B. City Warrants:
 - i. Ratification of the Warrants from week of July 19, 2023
 - ii. Approval of City Warrants from Week of July 26, 2023
 - C. Clerk’s Office Licenses and Permits
 - D. Approve MOU with the Barre Opera House to fund an exterior lighting project
 - E. Approve emergency health orders
5. City Clerk & Treasurer Report
6. Liquor/Cannabis Control Boards
7. City Manager’s Report
8. New Business
 - A. Flood recovery update (Manager)
 - i. Amend the Procurement Policy to provide for additional flexibility in emergency purchases and services related directly to flood recovery
 - ii. Authorize the Manager to execute a contract with AC Disaster Consulting
 - iii. Authorize the Manager to abate water/sewer bills for customers impacted by the flood
 - B. Trestle Update (Representative Anthony)
9. Upcoming Business
10. Round Table
11. Executive Session – Real Estate, Personnel
12. Adjourn

The next meeting of the City Council is scheduled for Tuesday, August 8, 2023.

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

OTHER MEETINGS & EVENTS

7/21/2023 - Save Your Family Treasures Workshop -- Virtual, 11:00 AM - 12:00 PM, check out information for [how to join here](#).

7/22/2023 - [Ben & Jerry's Ice Cream and Free Pool Admission Day](#) -- Barre City Municipal Pool, 59 Parkside Terrace, 12:30PM - 2:30PM

7/24/2023 - FEMA Town Hall -- Barre Opera House -- 6 N. Main Street, 5:00 - 7:00PM, participants will be able to listen in via Zoom, and CVTV will record the meeting for re-broadcast

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

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



City of Barre, Vermont

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

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

MEMO

TO: City Council
FR: The Manager
DATE: 7/23/2023
SUBJECT: Packet Memo re: 7/25/23 Council Meeting Agenda Items

Councilors:

As a reminder, **the Council meeting on July 25, 2023 will begin at 5:00PM** The next Council after Tuesday will be Tuesday, August 8, 2023.

The following notes apply to packet support materials for the Subject Council Meeting Agenda. Please note there is no memo for Item 8-A. I will present a PowerPoint with updates. The three motions we are requesting the Council consider are detailed below.

8-A: Flood recovery update (Manager)

Due to the efforts of our staff, relief organizations, volunteers, and community partners, we have made progress on the clean-up, but a lot of work remains ahead for the City. Regrettably, many residents have greater hurdles ahead. Below are three motions we recommend for adoption to facilitate several aspects of our recovery:

i. **Amend the Procurement Policy to provide for additional flexibility in emergency purchases and services related directly to flood recovery**

The City's procurement policy contains a broad emergency clause. We have learned during this process that the Federal Emergency Management Agency (FEMA) requires municipalities to follow their own procurement policies for reimbursement. Our emergency procurement provision is broad enough that we have been able to comply with it. However, as the recovery continues, we are requesting a limited expansion of this authority to better ensure we can comply with the requirements, and therefore qualify for the greatest relief possible. The recommended amendment is described below. If approved, this change would go into effect immediately:

EMERGENCY CLAUSE:

The provisions of this policy may be waived in the event of an emergency. An emergency situation shall be defined as one which threatens the lives or health of the people, the property of the municipality or its citizens, or the delivery of necessary services to the citizens of Barre. During emergency situations, when normal procurement procedures would be impracticable, the following procedures shall be followed:

- 1. The City Manager shall approve all requests for emergency purchases. In the event that the City Manager is unavailable, the Finance Director may approve essential purchases.*
- 2. The Mayor, on behalf of the City Council, shall be notified, within seventy-two (72) hours of the **transaction contract, and shall be notified** of all purchases made under this emergency clause **weekly every Friday on a rolling basis**. The City Manager or Finance Director shall be notified immediately of all emergency purchases made without the Manager's prior approval.*

Recommended Motion:

Move to amend the City's Procurement Policy as described above, effective immediately.

ii. **Authorize the Manager to execute a contract with AC Disaster Consulting**

I am recommending that the Council authorize the City to enter into a short-term contract with AC Disaster Consulting to assist with the early stages of the recovery. AC Disaster has expertise with FEMA, will assist the City ensure compliance and full reimbursement for eligible recovery activities. A proposed scope of work is attached. This contract would be short term – the City would issue a competitive Request for Proposals for longer-term recovery assistance, consistent with FEMA guidelines.

Recommended Motion:

Move to authorize the Manager to execute a contract with AC Disaster Consulting.

iii. **Authorize the Manager to abate water/sewer bills for customers impacted by the flood**

As our water and sewer department reviews meter readings, it is clear that some households have experienced anomalies associated with the flood. This action will allow the City to evaluate anomalous readings and abate any irregular incidents without having to take each individual case to the Board of Abatement.

Recommended Motion:

Move to authorize the Manager to abate water and sewer bills for customers with usage levels determined likely to have been impacted by the July 2023 flood.

July 21, 2023

Nicolas Storellicastro
City of Barre
6 North Main Street
Barre, VT 05641
O: 802-476-0241
citymanager@barrecity.org

RE: Emergency Professional Consulting Services

Dear Mr. Storellicastro,

AC Disaster Consulting (ACDC), a Vermont certified DBE and women-owned small business enterprise (WOSB), is pleased to provide you with this proposal for Emergency Professional Consulting Services associated with the Vermont Severe Storms and Flooding (DR-4720-VT). It is our understanding that from these storms the City of Barre experienced severe flooding and damage to both private, commercial, and public properties. It is also our understanding that as a Presidentially declared disaster and the City an eligible applicant for FEMA Public Assistance (PA) funding, the City intends to pursue reimbursement for activities associated with the emergency response of the severe storms and flooding. To ensure compliance and full reimbursement for eligible PA activities, ACDC proposes the following in support of emergency response activities performed and under the direction of the City:

Anticipated services might include, but are not limited to, the following:

- Review existing contracts related to response activities as they relate to FEMA compliance.
- Provide compliance oversight to current and anticipated contracted emergency response activities.
- Coordinate with City staff to discuss the PA process including applicant eligibility, eligible activities, supporting documentation, etc.
- Compile existing labor, equipment, and/or cost information for eligible emergency response activities provided by or at the direction of the City.

ACDC proposes the following rates for anticipated staff to provide Emergency Professional Consulting Services:

- Principal – Cameron Morris: \$215/hr.
- PA Subject Matter Expert – Lucas Pagan, Molly Bargmann, and Erica Bornemann: \$195/hr.
- PA Specialist – Bria Antoine and Jenelle Miller: \$120/hr.



If you have any questions or need additional information, please contact Cameron Morris, Director of Recovery and Technical Services at 770-855-7330 or via email cmorris@acdisaster.com.

AC Disaster Consulting, LLC

Address for Correspondence:
1800 Glenarm Place, Suite 300
Denver, CO 80202

Signed By: Cameron Morris

Name and Title: Cameron Morris

Date: 07/21/2023

City of Barre, VT

Address for Correspondence:
6 North Main Street
Barre, VT 05641

Signed By: _____

Name and Title: _____

Date: _____



City of Barre, Vermont

“Granite Center of the World”

ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA: 7/25/23

Agenda Item No. 4-D

AGENDA ITEM DESCRIPTION: Approve MOU with the Barre Opera House concerning funding of a lighting project

SUBJECT: ARPA funding, settlement

SUBMITTING DEPARTMENT/PERSON: Manager Storrellicastro

STAFF RECCOMENDATION: Authorize the Manager to execute an MOU with the Opera House

BACKGROUND INFORMATION:

Following extensive renovations at the Barre Opera House (BOH) that occurred approximately 30-years ago, portions of City Hall’s electrical power have been provided and charged through a meter paid for by the BOH. This situation was discovered during the COVID-19 shutdown, when the BOH continued to be charged for electrical use even when the building was closed.

It is estimated by both parties that the electrical power used by the City over the 30-year period is between \$102,000 and \$118,000. In order to avoid litigation and resolve this matter amicably, both parties have agreed to enter into a Memorandum of Understanding in which:

- (1) the City of Barre will provide \$111,114 to fund the BOH’s lighting project to accent and illuminate the architectural details of the Opera House and City Hall façade, as described in the BOH’s ARPA Community Innovation Fund application, and as approved by the Development Review Board on August 16, 2022;
- (2) the BOH will relinquish, release, and discharge the City of Barre from any and all claims to recoup back monies claimed by the Opera House for electricity used by the City prior to September 1, 2022; and
- (3) the City of Barre will continue to contribute \$450 per month towards the BOH’s electric bill for the duration of the Opera House’s current 30-year lease.

EXPENDITURE AND FUNDING SOURCE:

The total expenditure is up to \$111,114 to be jointly funded by \$55,557 from the ARPA Community Innovation Fund and \$55,557 from the Semprebon Annuity Fund which currently has a balance of over \$240,000.

LEGAL AUTHORITY/REQUIREMENTS: [City Charter §404 \(d\) and \(g\)](#)

RECOMMENDED ACTION/MOTION:

Move to authorize the City Manager to execute an MOU with the Barre Opera House to fund a lighting project

**AGREEMENT BETWEEN CITY OF BARRE, VERMONT AND THE BARRE OPERA HOUSE, INC.
FOR PURPOSES OF RESOLVING THE USE OF ELECTRICAL POWER BY CITY HALL**

This Agreement is by and between the City of Barre, Vermont having an address of 6 N. Main Street, Barre, Vermont 05641 (hereafter "Barre" or "the City") and the Barre Opera House, Inc. having an address of 6 N. Main Street, Barre, Vermont 05641 (hereafter "Opera House"). The effective date of this Agreement shall be July 26, 2023.

WHEREAS, Barre and the Opera House agree that a portion of City Hall is being provided electrical power from an Opera House electric meter, and;

WHEREAS, it is mutually agreed by the parties that it is likely that the situation has existed for approximately a 30-year period, following extensive renovations including the electrical system modifications resulting in the problem which is the subject of this agreement, all of which were performed by the Opera House, and;

WHEREAS, the electric power used by the City over the 30-year period is estimated to be between \$102,000 to \$118,000, and;

WHEREAS, this issue was discovered during the Covid-19 shutdown, and soon thereafter the parties agreed that the City would pay the Opera House \$450 per month for estimated power use from September 1, 2022 and forward, and;

WHEREAS, both parties agree that it is best to avoid litigation to resolve this matter, and concur that an agreement that resolves this dispute and provides for the improvement of the Barre Opera House is in the best interest of both parties;

NOW THEREFORE, BE IT RESOLVED for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **RELINQUISHMENT OF CLAIMS:** The Opera House hereby relinquishes, releases and discharges Barre from any and all claims to recoup back monies claimed by the Opera House for electricity used by the City but billed to and paid for by the Opera House at any and all times prior to September 1, 2022.
2. **CONTINUATION OF ELECTRICAL USE PAYMENTS:** (a) The Opera House will continue to be responsible for any and all electrical payments to Green Mountain Power, or any successor organization, for the shared electrical

services as currently laid out.

(b) The City will continue to contribute \$450 per month towards the Opera House's electric bill for the duration of the Opera House's current 30-year lease with the City which expires December 31, 2047.

(c) The parties agree to review the City's monthly electrical contribution (i) at least once every five years, (ii) or at any other time if any updates at City Hall substantially increase electrical usage, or (iii) before five years if an independent analysis reveals that annual electrical usage costs attributable solely to usage by the City could reasonably be estimated to have increased by more than 15 percent from the first year of this agreement or 15 percent from the date of any subsequent agreed upon increased payment, provided however, that any such independent analysis shall be conducted solely at the Opera House's expense.

3. **FUNDING AND COMPLETION OF OPERA HOUSE LIGHTING PROJECT AND OTHER RELATED**

ISSUES: (a) The City of Barre agrees to provide \$111,114 to support the Opera House's lighting project to accent and illuminate the architectural details of the Opera House and City Hall façade, provide better illumination of sidewalks on N. Main Street, Prospect Street, and Merchant's Row by installing energy-efficient, weather resistant, and color changing LED fixtures with focusable beam patterns that minimize excess ambient light, as such project was described in an application for funding under the American Rescue Plan Act of 2021 (ARPA) letter of interest.

(b) The City Council of the City of Barre must be presented no later than September 1, 2023 with a final design for the lighting project, consistent with the Council's motion to approve the beginning of the permit application process on April 26, 2022.

(c) The Opera House shall grant City requests for special lighting displays to commemorate special events, to the extent practicable and so long as such displays do not interfere with already planned uses of the lights.

(d) The City Development Review Board (hereafter "DRB") issued a Decision for the lighting project as presented on August 16, 2022; with subsequent zoning permit effective September 14, 2022, expiring on September 14,

2025.

(e) The lighting project was approved as presented to the DRB on August 16, 2022; any substantial or material changes that affect the Decision on the original application must receive new approval by the DRB with anew associated zoning permit issued.

(f) All work associated with the project as permitted shall be completed by the expiration date specified in the zoning permit.

(g) The DRB may extend the permit expiration date by not more than two (2) years upon the Opera House requesting and receiving DRB approval of an extension. Such request for an extension shall be made prior to the expiration of the zoning permit.

(h) If the zoning permit expires before the lighting project is substantially complete (and the Opera House has not applied for and received an extension prior to the permit expiration date), the Opera House must apply for a new zoning permit and any other associated development approvals such as DRB approval, if applicable, under the Barre City Unified Development Ordinance.

(i) Notwithstanding any dates/deadlines as may have been established in the forgoing sections 3 (e)-(h) or elsewhere, the lighting project must be underway by September 30, 2024 and completed no later than September 30, 2026.

(j) Approved funding will be provided on a reimbursement basis following proof of expenses and payment before funds will be released. The Opera House may request up-front payments due to demonstrated cash flow hardships, and exceptions may be granted at the City's sole discretion with documentation as requested by the City. The City will be obligated to release funds to the Opera House for the lighting, if and only if, the lighting is purchased and installed in strict compliance with the lighting plans approved by the DRB. Should the Opera House deviate from the approved plans, such an event will be deemed to constitute a default under Paragraph 9 of this agreement.

4. **DUE AUTHORIZATION AND BINDING EFFECT:** By signatures hereon, both Barre and the Opera House represent that any person or persons signing this Agreement on behalf of either Barre or the Opera House have been fully and appropriately authorized to sign this Agreement and bind Barre or

the Opera House as appropriate to its duties and obligations under this Agreement.

5. **MERGER OF PRIOR STATEMENTS AND NEGOTIATIONS:** This Agreement represents the full and complete understanding of the parties and all prior statements and representations of any party to this Agreement are deemed merged herein. No change or modification shall be effective to amend this Agreement unless it is set forth in writing and signed by the parties to this Agreement.
6. **THIS AGREEMENT IS GOVERNED BY VERMONT LAW:** This Agreement shall be governed by the laws of the State of Vermont, constitutes the entire agreement of the parties with respect to the matters herein and shall be binding upon and inure to the benefit of their respective successors and assigns except as specifically limited by the terms hereof.
7. **ATTORNEYS FEES:** If either party files an action to enforce its rights under this agreement or for any breach hereunder, the other party agrees to pay the substantially prevailing party's reasonable attorney's fees, court costs and litigation expenses all as determined after final judgment by the court in which such action is filed.
8. **EXPIRATION DATE:** This agreement expires December 31, 2047, or sooner, if the underlying lease between the City and the Opera House expires or is terminated prior to December 31, 2047, in which event this agreement would expire at the same time the underlying lease between the parties expires.
9. **DEFAULT:** The violation of any material provision(s) contained in this agreement shall be considered "Default" and if such Default continues for more than thirty (30) days after written notice thereof from the nondefaulting and the defaulting party does not cure, the nondefaulting party may cancel this agreement and terminate the provision of services hereunder and terminate the provision of funding for the lighting project.

Dated at Barre, Vermont this _____ day of _____, 2023.

Barre Opera House, Inc.

By: _____

Hereunto Duly Authorized

Dated at Barre, Vermont this _____ day of _____, 2023.

CITY OF BARRE

By: _____

Nicolas Storellicastro, City Manager

Hereunto Duly Authorized

**DECLARATION OF A STATE EMERGENCY AND PUBLIC HEALTH THREAT BY
THE HEALTH OFFICER AS A RESULT OF THE JULY 10, 2023 FLOOD**

WHEREAS, on July 9, 2023 the Governor of the State of Vermont issued Executive Order NO. 03-23 declaring a State of Emergency in Vermont due to the imminent likelihood of excessive rain combined with water runoff, flooding, erosion and resulting damages from July 9, 2023 - July 11, 2023 with the likelihood of widespread damage and posing a threat to property and public safety in Vermont; and

WHEREAS, on July 13th, 2023 the Governor of the State of Vermont issued a formal request to the President of the United States for Major Disaster Declaration. Under the provisions of Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and implemented by 44 C.F.R. § 206.36, the Governor requested that the President declare a Major Disaster for the State of Vermont for heavy rainfall and severe flooding statewide starting on July 7, 2023 and continuing, and specifically requesting Public Assistance, Hazard Mitigation Assistance Individual Assistance including Disaster Unemployment Assistance, statewide, as well as any other available federal disaster assistance, including but not limited to U.S. Small Business Administration and U.S. Department of Agriculture assistance; and

WHEREAS, on July 14, 2023 the President of the United States of America issued a Major Disaster Declaration for the State of Vermont due to the emergency conditions in the areas affected by flooding beginning on July 9, 2023, and continuing; and

WHEREAS, damaging debris, significant mud, landslides and flooding has caused damage to municipalities, business, residences, and to bridges and to roads, both public and private; more than 100 road closures were still in effect by 3 p.m. Tuesday, July 11 according to newengland511.org. The largest cluster of closures, at least a couple dozen, were centered around the Barre-Montpelier area. The closures made it difficult for motorists to find safe routes to their destination, left people isolated in their homes, made reaching shelter difficult and/or impossible, and often included driving miles out of the way to get where they were going.

NOW, THEREFORE, BE IT RESOLVED, the Health Officer of the City of Barre, Captain Nicholas Copping, hereby issues an emergency health order effective from July 11, 2023 in recognition of the immediate and continuing nature of the threat to the public health of our citizens due to the flooding event in our city

BY ORDER OF THE HEALTH OFFICER, CAPTAIN NICHOLAS COPPING, PRESENTED TO THE CITY COUNCIL THIS 25th DAY OF JULY 2023

A RESOLUTION CONCERNING THE DECLARATION OF A STATE EMERGENCY AND PUBLIC HEALTH THREAT BY THE CITY COUNCIL AS A RESULT OF THE JULY 10, 2023 FLOOD

WHEREAS, on July 9, 2023 the Governor of the State of Vermont issued Executive Order NO. 03-23 declaring a State of Emergency in Vermont due to the imminent likelihood of excessive rain combined with water runoff, flooding, erosion and resulting damages from July 9, 2023 - July 11, 2023 with the likelihood of widespread damage and posing a threat to property and public safety in Vermont; and

WHEREAS, on July 13th, 2023 the Governor of the State of Vermont issued a formal request to the President of the United States for Major Disaster Declaration. Under the provisions of Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and implemented by 44 C.F.R. § 206.36, the Governor requested that the President declare a Major Disaster for the State of Vermont for heavy rainfall and severe flooding statewide starting on July 7, 2023 and continuing, and specifically requesting Public Assistance, Hazard Mitigation Assistance Individual Assistance including Disaster Unemployment Assistance, statewide, as well as any other available federal disaster assistance, including but not limited to U.S. Small Business Administration and U.S. Department of Agriculture assistance; and

WHEREAS, on July 14, 2023 the President of the United States of America issued a Major Disaster Declaration for the State of Vermont due to the emergency conditions in the areas affected by flooding beginning on July 9, 2023, and continuing; and

WHEREAS, damaging debris, significant mud, landslides and flooding has caused damage to municipalities, business, residences, and to bridges and to roads, both public and private; more than 100 road closures were still in effect by 3 p.m. Tuesday, July 11 according to newengland511.org. The largest cluster of closures, at least a couple dozen, were centered around the Barre-Montpelier area. The closures made it difficult for motorists to find safe routes to their destination, left people isolated in their homes, made reaching shelter difficult and/or impossible, and often included driving miles out of the way to get where they were going.

WHEREAS, the Health Officer issued an emergency health order effective from July 11, 2023, in recognition of the immediate and continuing nature of the threat to the public health of our citizens and is scheduling an emergency meeting of the City Council acting as the Board of Health to declare an ongoing city State of Emergency to support the health, safety and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED, that the City Council proclaims a public health emergency/state of emergency exists in the City of Barre due to the continuing effects of the July 2023 flooding event.

BE IT FURTHER RESOLVED, that immediate debris and trash removal from both public and private rights-of-way is in the public interest because it is necessary to: (1) eliminate immediate threats to life, public health, and safety; (2) eliminate immediate threats of significant damage to improved public, commercial and private property; (3) ensure the economic recovery and viability of the City; and (4) create access to areas of the City and homes for emergency vehicles and responders.

BY ORDER OF THE CITY COUNCIL THIS 25th DAY OF JULY 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

Flooding and RR Trestle (involvement) History.

Flood Events: Date	Type
August 1989	Heavy rain; high water debris accum.
December 2000	Ice Jam North End flooding; oil spills
July 2007	Micro-burst Localized Barre flooding
May 2011 (Mem.day)	Heavy rains widespread flooding
August 2011 (IRENE)	Hurricane, heavy rains statewide

Trestle History: Supporting early rail spur service to Wiley, Vanetti, Zan Streets granite sheds; dated to 1850's. Two sets of in-stream pilings support the rail platform superstructure. Single span splitting into multiple additional 'fingers' to many sheds: west side of Stevens Br.

Privately owned until state condemnation in 1970's. Spurs slowly abandoned. Last surviving rail customer GIV, closed, and sold to Polycore.

Trestle put out of service as structurally unsound owing to ice-flow jam damage, 2016 or so. Continuing off-loading of railed granite on a siding east of river & just south of Berlin St.

A House bill to have the pilings removed as a flood hazard taken up by House transportation, spr. 2019; Chair McCormick visits site in January 2020 with Mayor Herring, and myself. Rep. McCormick agrees with remedial action as the least state can do.

Agency of Transportation action history on pilings & flood threat.

No affirmative action on the pilings removal topic; transportation committee has turnover. Agency is not supportive of legislative initiative.

In spring 2022 & again in 2023 takes up the topic and takes up H. 4: trestle pilings removal bill.

AOT action history, continued.

Even prior to the introduction of H. 4 City Manager had been in dialogue on a reliable early warning regime to remove debris from RR trestle #308. These entailed promises from AOT exec. Personnel that RR operator would monitor and execute debris removal as need.

These protocols failed.

Most recently, city fire personnel reported blockage –twenty ft. by 30” diam log wedged across both piling sets-- was reported on a weekday morning at 8:30am to AOT. Over two weeks went by and no debris removal. All party's blamed the other. AOT staff at trestle 'shooting' elevations were asked to pass on the removal need. In the third week following report: finally a logging truck lifted it all out.

Engagement of Vermont Emergency Management.

Owing to a former working relationship with a senior EM person, I pitched Barre's situation as a flood mitigation, community hazard issue. He suggested the City and CVRPC consider application for a BRIC (Building Resilient Infrastructure and Communities) grant. Owing to application portal delays at FEMA award took to 2023. A community meeting by the BRIC grant consultant & AOT Envir. Policy Mgr. Took place June 5th.

City EM & Deputy Fire Chief, Joe Aldsworth, ANR stream bank specialist, Patrick Ross, myself, AOT Mgr of Policy... Andrea Wright and representatives of Polycore were present.

Consultant will present five options: removal versus present or future re-construction. Each evaluated using a cost:benefit regime.

House Transportation Chair, Rep Coffey writes to AOT Sec. Joe Flynn
“...our expectation that the completion of [the BRIC grant]... will position the agency...[to include construction of a preferred alt.]... into the Agency...proposed Transportation Program for fiscal 2025.”

END of report to City Council: July 25, 2023

Respectfully, Rep. Peter Anthony, WAS-3.